

AG 15-321

SECOND AMENDMENT TO PCS SITE AGREEMENT

This **SECOND AMENDMENT TO PCS SITE AGREEMENT** ("Second Amendment") to that certain PCS Site Agreement dated February 16, 1998 (the "PCS Site Agreement") as amended by that certain First Amendment to PCS Site Agreement ("Amendment") dated April 25, 2007 (Collectively, the "Agreement") by and between **CITY OF STOCKBRIDGE**, A Georgia body politic ("Owner") and **SPRINTCOM, INC.**, a Kansas corporation ("SprintCom"), (collectively, the "Parties") is made as of the 9th day of March, 2015.

WITNESSETH

WHEREAS, Owner owns certain real property and water storage facility located in the City of Stockbridge, County of Henry, State of Georgia and more commonly known as 4617 North Henry Boulevard, Stockbridge, Georgia 30281.

WHEREAS the parties entered into the Agreement whereby Owner leases to SprintCom and SprintCom leases from Owner a certain portion of the property together with a non-exclusive easement for reasonable access thereto and to the appropriate source of electric and telephone facilities ("Site"). The Site is more particularly described in Exhibit A ("Exhibit A") to the PCS Site agreement attached thereto and made a part thereof.

WHEREAS the parties desire to amend and modify certain terms and conditions of the Agreement as set forth herein.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, do hereby covenant and agree as follows:

AGREEMENT

1. General Conditions:

- a. All references to "Lessor" and "Lessee" contained in the Amendment shall be deemed to refer to Owner and SprintCom respectively.
- b. All terms of conditions of this Second Amendment shall be deemed to be effective as of 12:01 a.m. (Eastern Standard Time) February 16, 2013 ("Effective Date").

- c. All terms and provisions of the Amendment are hereby confirmed, ratified, incorporated and adopted herein; provided, however, that Section 2 (“Renewal Options”) of the Amendment is hereby deleted in its entirety and replaced with the following in lieu thereof:

“**Renewal Terms:** Commencing upon the Effective Date of this Second Amendment, the Agreement shall be renewed for one (1) term of five (5) years (“First Renewal Term”). Upon expiration of the First Renewal Term, the Agreement shall automatically be renewed for one (1) additional term of five (5) years (“Second Renewal Term”), unless SprintCom provides Owner written notice of its intention not to renew not less than ninety (90) days prior to the end of the First Renewal Term.

- d. The parties hereby acknowledge and affirm that each has at all times during the Extension Term (as defined by the Amendment) performed all of its respective obligations thereto.
2. **Rent:** Commencing on the Effective Date, SprintCom shall pay Owner as rent (“Rent”) the sum of **THREE-THOUSAND AND 00/100 DOLLARS (\$3,000.00)** per month, payable annually in advance on each anniversary of the Effective Date. Partial months shall be prorated. On the first anniversary of the Effective Date, and annually thereafter, Rent shall be increased by an amount equal to three-percent (3%) over the Rent for the immediately preceding year.
3. **Reconciliation of Rent:** Not later than thirty (30) days following full execution of this Second Amendment SprintCom shall tender to Owner the balance of unpaid rent pursuant to Section 2 of this Second Amendment.
4. **Notices:** Section 4 (“Notices”) of the Amendment is hereby amended as follows:

“If to Owner:

City of Stockbridge
Attn: City Clerk
4640 North Henry Boulevard
Stockbridge, Georgia 30281

If to SprintCom:

Sprint Property Services
Site ID: AT03XC119-A
Mailstop KSOPHT0101-Z2650
6391 Sprint Parkway
Overland Park, KS 66251-2650

With a Mandatory Copy to:

Sprint Law Department
Site ID: AT03XC119-A
Attn: Real Estate Attorney
Mailstop KSOPHT0101-2020
6391 Sprint Parkway
Overland Park, KS 66251-2020

6. **Indemnity:** Paragraph 13 of the Agreement is hereby deleted in its entirety and replaced with the following in lieu thereof:

“Except with respect to Hazardous Substances, which are defined and provided for in Section 14 below, to the extent allowed by law, Owner and SprintCom each indemnifies and agrees to defend the other against and holds the other harmless from any and all costs (including reasonable attorneys’ fees), damages, claims of liability and losses (collectively, “Claims”) which arise out of the negligence or intentional misconduct of the indemnifying party, its agents or contractors. This indemnity is subject to the waiver of recovery in Section 17 below, and does not apply to any claims arising from the negligence or intentional misconduct of the indemnified party, its agents or contractors. The indemnity obligations under this Section will survive termination of this Agreement.

7. **Reaffirmation:** Except as provided in this Second Amendment, each and every term, condition and provision contained in the Agreement shall remain in full force and effect. The parties reaffirm that the representations and warranties made by each of the parties in the Agreement are true and accurate as of the Effective Date. The parties, executing this Second Amendment, on behalf of themselves, their assigns, successors, and heirs, hereby acknowledge and reaffirm their intention to be bound by the terms and conditions of the Agreement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the undersigned parties have hereunto set their respective hands and seals to the Second Amendment as of the date first written above.

OWNER:
CITY OF STOCKBRIDGE
A Georgia body politic

SPRINTCOM:
SPRINTCOM, INC.
a Kansas corporation

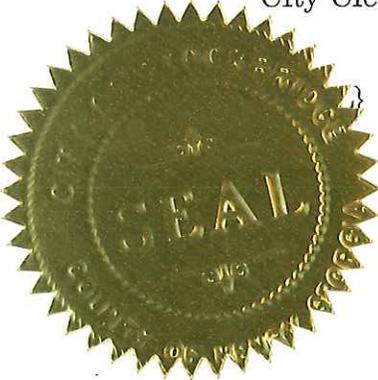
By: Alphonso Thomas
ALPHONSO THOMAS
MAYOR PRO TEM

By: Lawrence M. Callander
Lawrence M. Callander
Area Manager-Site Dev.

Date: 3/9/2015

Date: 4/30/15.

Attest: Vanessa Holiday
Vanessa Holiday
City Clerk



EXHIBITS:

A: CITY OF STOCKBRIDGE COUNCIL RESOLUTION TO APPROVE SECOND AMENDMENT

FIRST AMENDMENT TO PCS SITE AGREEMENT

THIS FIRST AMENDMENT TO PCS SITE AGREEMENT ("Amendment") is made effective as of the 25th day of April, 2007 ("Effective Date"), by and between CITY OF STOCKBRIDGE ("Lessor") and SPRINT COMM, INC., a Kansas corporation ("Lessee").

BACKGROUND

Pursuant to the PCS Site Agreement dated February 16, 1998 ("Agreement"), Lessor leased to Lessee a portion of certain real property located at 4617 N. Henry Blvd, Stockbridge, Georgia, as more particularly described in Exhibit A to the Agreement (the "Site").

The Agreement is scheduled to expire on February 15, 2008. Lessor and Lessee desire to extend the term of the Agreement as set forth herein. Words and phrases having a defined meaning in the Agreement shall have the same respective meanings when used herein unless otherwise expressly stated.

AGREEMENT

The parties agree as follows:

1. **Extension Term:** The Agreement shall be extended for one (1) additional 5-year term ("Extension Term"), commencing on February 16, 2008 ("Extension Commencement Date") and expiring on February 15, 2013.*
2. **Renewal Options:** Commencing on February 16, 2013, this Agreement will be automatically renewed for four (4) additional terms of 5 years each (each a "Renewal Term"), unless Lessee provides Lessor with notice of its intention not to renew not less than 90 days prior to the expiration of the Extension Term or any Renewal Term.
3. **Rent:** Effective on the Extension Commencement Date, the annual rent amount will be increased to Twenty Four Thousand Eight Hundred Forty Dollars and Zero Cents (\$24,840.00), payable in advance in equal monthly installments of Two Thousand Seventy Dollars and Zero Cents (\$2,070.00). Rent for each successive Renewal Term will increase by fifteen percent 15% over the rent in effect for the prior 5-year term. Rent shall be payable to Lessor at the following address: City of Stockbridge, 4545 N. Henry Blvd, Stockbridge, Georgia, or as Lessor may otherwise direct from time to time in writing at least 60 days prior to any rental payment due date.
4. **Notices:** Section 6 of Agreement of the Agreement is amended by deleting the entire provision and substituting the following in its place:

All notices, requests, demands or other communications with respect to the Agreement, whether or not herein expressly provided for, shall be in writing and shall be deemed to have been duly delivered either three (3) business days after being mailed by United States first-class

Lessor Initials: 
Rev 4/23/04

Lessee Initials: 

certified or registered mail, postage prepaid, return receipt requested; or the next business day after being deposited with an overnight courier service for next-day delivery to the parties at the following addresses (such addresses may be changed by either party by giving written notice thereof to the other):

Lessor: City of Stockbridge
Attn: City Clerk
4545 N Henry Blvd
Stockbridge, Georgia 30281

Lessee: Sprint Property Services
Site ID: AT03XC119-A
Mailstop KSOPHT0101-Z2650
6391 Sprint Parkway
Overland Park, Kansas 66251-2650

with a copy to: Sprint Law Department
Attn: Sprint PCS Real Estate Attorney
Mailstop KSOPHT0101-Z2020
6391 Sprint Parkway
Overland Park, Kansas 66251-2020

5. **Reaffirmation; Intention to be Bound.** Except as provided in this Amendment, each and every term, condition and agreement contained in the Agreement will remain in full force and effect. The parties reaffirm that the representations and warranties made by each of the parties in the Agreement are true and accurate as of the Effective Date. The parties executing this Amendment, on behalf of themselves, their assigns and successors, hereby acknowledge and reaffirm their intention to be bound by the terms and conditions of the Agreement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

Lessor Initials:

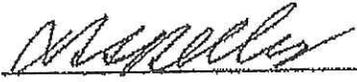
Lessee Initials:

Sprint Site ID: Site #AT03XC119-A

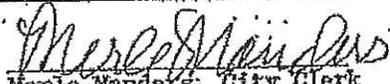
The parties have caused this Amendment to be executed as of the Effective Date.

LESSOR:
City of Stockbridge

LESSEE:
SprintCom Inc., a Kansas corporation

By: 
Name: R. G. KELLY
Title: Mayor
Date: _____

By: 
Name: Vio Dirvonis
Title: National Property Manager
Date: April 23, 2007

Attest: 
Merle Manders, City Clerk

18201

PCS SITE AGREEMENT

Site I. D. AT03XC119

Site Name: 4617 North Henry Boulevard
Stockbridge, Georgia

1. **Premises and Use.** Owner leases to SprintCom, Inc., a Kansas corporation ("SprintCom"), the site described below:

[Check appropriate box(es)]

- Land consisting of approximately 900 square feet upon which SprintCom will construct its equipment base station and antenna structure;
- Building interior space consisting of approximately _____ square feet;
- Building exterior space for attachment of antennas;
- Building exterior space for placement of base station equipment;
- Tower antenna space on Owner's existing water tower;
- Space required for cable runs to connect PCS equipment and antennas;

in the location(s) ("Site") shown on Exhibit A, together with a non-exclusive easement for reasonable access thereto and to the appropriate, in the discretion of SprintCom, source of electric and telephone facilities. The Site will be used by SprintCom for the purpose of installing, removing, replacing, modifying, maintaining and operating, at its expense, a personal communications service system facility ("PCS"), including, without limitation, antenna equipment, cable wiring, related fixtures and, if applicable to the Site, antenna structure. SprintCom will use the Site in a manner which will not unreasonably disturb the occupancy of Owner's other tenants. SprintCom will have access to the Site 24 hours per day, 7 days per week.

2. **Term.** The term of this Agreement (the "Initial Term") is five years, commencing on the date ("Commencement Date") both SprintCom and Owner have executed this Agreement. This Agreement will be automatically renewed for one additional term (a "Renewal Term") of five years, unless SprintCom provides Owner notice of intention not to renew not less than 90 days prior to the expiration of the Initial Term or any Renewal Term. In the event Owner determines to demolish its water tower in order to construct a new one, it shall give SprintCom 120 days prior written notice to remove its equipment from the Site. During the period when SprintCom's equipment is removed, no rent shall be due and payable. Upon completion of a replacement water tower, SprintCom shall be allowed to replace its equipment on the new water tower. The term of the lease shall be extended by that period of time during which SprintCom shall have vacated the Site as described herein. In the event a new water tower is constructed before the existing water tower is demolished, SprintCom shall be allowed to continue its use of the existing water tower as provided herein until completion of the new water tower and then relocate its equipment to the new water tower.

3. **Rent.** Until the earlier of (a) that date which is 30 days after the issuance of a building permit, or (b) the first day of the month following commencement of physical preparation of the Site, the rent will be a one-time aggregate payment of \$100.00, the receipt of which Owner acknowledges. Thereafter, rent will be paid in equal monthly installments of \$1,500.00 (until increased as set forth herein), partial months to be prorated, in advance. Rent for each Renewal Term will be the annual rent in effect for the final year of the Initial Term or prior Renewal Term, as the case may be, increased by twenty percent (20%).

4. **Title and Quiet Possession.** Owner represents and agrees (a) that it is the Owner of a permanent easement in and to the Site; (b) that it has the right to enter into this Agreement; (c) that the person signing this Agreement has the authority to sign; (d) that SprintCom is entitled to access to the Site at all times and to the quiet possession of the Site throughout the Initial Term and each Renewal Term so long as SprintCom is not in default beyond the expiration of any cure period; and (e) that Owner shall not have unsupervised access to the Site or to the PCS equipment.

5. **Assignment/Subletting.** SprintCom will not assign or transfer this Agreement or sublet all or any portion of the Site without the prior written consent of Owner, which consent will not be unreasonably withheld, delayed or conditioned; provided, however, SprintCom shall have the right to sublease or assign its rights under this Agreement to any of its

subsidiaries, affiliates or successor legal entities, to any entity acquiring substantially all of the assets of SprintCom or to any subsidiary or affiliate of Sprint Corporation, without notice to or consent of Owner. Any assignment or sublease under this paragraph shall not release SprintCom from its obligations hereunder unless the Owner expressly consents to such release in writing. Notwithstanding the foregoing provisions of this Section 5, SprintCom may, without the consent of Owner, collaterally assign its rights under this Agreement to any or all parties providing financing for any part of SprintCom's nationwide PCS network under a collateral trust for the benefit of any one or more such entities providing financing for any part of SprintCom's nationwide PCS network or similar arrangement for the benefit of such parties providing such financing.

6. **Notices.** All notices must be in writing and are effective only when deposited in the U.S. mail, certified and postage prepaid, or when sent via overnight delivery. Notices to SprintCom ~~AND to be sent to: SprintCom, Inc., Attention: VP Law General Business & Technology, 9140 Ward Parkway, Kansas City, Missouri 64114, with a copy to Sprint PCC, 1225 Northmeadow Parkway, Suite 110, Roswell, Georgia 30076.~~ Notices to Owner must be mailed to the address shown underneath Owner's signature. **THE PARTIES' RESPECTIVE SIGNATURES BELOW.**

7. **Improvements.** SprintCom may, at its expense, make such improvements on the Site as it deems necessary from time to time for the operation of the PCS system. Owner agrees to cooperate with SprintCom with respect to obtaining any required zoning approvals for the Site and such improvements. Upon termination or expiration of this Agreement, SprintCom may remove its equipment and improvements and will restore the Site to substantially the condition existing on the Commencement Date, except for ordinary wear and tear and casualty loss.

8. **Compliance with Laws.** Owner represents that Owner's property (including the Site), and all improvements located thereon, are in substantial compliance with building, life/safety, disability and other laws, codes and regulations of applicable governmental authorities. SprintCom will substantially comply with all applicable laws relating to its possession and use of the Site. SprintCom will substantially comply with all applicable laws relating to its possession and use of the Site, including without limitation, posting requirements of the Federal Communications Commission.

9. **Interference.** SprintCom will resolve technical interference problems with other equipment located at the Site (or on the adjacent Henry County Board of Education property) on the Commencement Date or any equipment that becomes attached to the Site at any future date when SprintCom desires to add additional equipment to the Site. Likewise, Owner will not permit or suffer the installation of any future equipment which (a) results in technical interference problems with SprintCom's then existing equipment or (b) encroaches onto the Site.

10. **Utilities.** Owner represents that utilities adequate for SprintCom's use of the Site are available. SprintCom will pay for all utilities used by it at the Site. Owner will cooperate with SprintCom in SprintCom's efforts to obtain utilities from any location provided by Owner or the servicing utility, including signing any easement or other instrument reasonably required by the utility company.

11. **Termination.** SprintCom may terminate this Agreement at any time by notice to Owner without further liability if SprintCom does not obtain all permits or other approvals (collectively, "approval") required from any governmental authority or any easements required from any third party to operate the PCS system, or if any such approval is canceled, expires or is withdrawn or terminated, or if Owner fails to have proper ownership of the Site or authority to enter into this Agreement, or if SprintCom, for any other reason, in its sole discretion, determines that it will be unable to use the Site. Upon termination, all prepaid rent will be retained by Owner unless such termination is due to Owner's failure of proper ownership or authority, or such termination is a result of Owner's default.

Owners Initials: [Signature]

SprintCom Initials: [Signature]

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Site Name: 4817 North Henry Boulevard
Stockbridge, Georgia

PCS SITE AGREEMENT

Site I. D. AT

12. Default. If either party is in default under this Agreement for a period of (a) 10 days following receipt of notice from the non-defaulting party with respect to a default which may be cured solely by the payment of money, or (b) 30 days following receipt of notice from the non-defaulting party with respect to a default which may not be cured solely by the payment of money, then, in either event, the non-defaulting party may pursue any remedies available to it against the defaulting party under applicable law, including, but not limited to, the right to terminate this Agreement. If the non-monetary default may not reasonably be cured within a 30 day period, this Agreement may not be terminated if the defaulting party commences action to cure the default within such 30 day period and proceeds with due diligence to fully cure the default.

13. Indemnity. Owner and SprintCom each indemnifies the other against and holds the other harmless from any and all costs (including reasonable attorneys' fees) and claims of liability or loss which arise out of the ownership, use and/or occupancy of the Site by the indemnifying party. This indemnity does not apply to any claims arising from the sole negligence or intentional misconduct of the indemnified party. The indemnity obligations under this Paragraph will survive termination of this Agreement.

14. Hazardous Substances. Owner represents that it has no knowledge of any substance, chemical or waste (collectively, "substance") on the Site that is identified as hazardous, toxic or dangerous in any applicable federal, state or local law or regulation. SprintCom will not introduce or use any such substance on the Site in violation of any applicable law, nor will it take any actions to endanger the adjacent property owned by the Henry County Board of Education.

15. Subordination and Non-Disturbance. This Agreement is subordinate to any presently existing or hereafter created mortgage or deed of trust now of record against the Site.

16. Taxes. SprintCom will be responsible for payment of all personal property taxes assessed directly upon and arising solely from its use of the communications facility on the Site. SprintCom will pay to Owner any increase in real property taxes attributable solely to any improvements to the Site made by SprintCom within 60 days after receipt of satisfactory documentation indicating calculation of SprintCom's share of such real estate taxes and payment of the real estate taxes by Owner. Owner will pay when due all other real estate taxes and assessments attributable to the property of Owner of which the Site is a part.

17. Insurance. SprintCom will procure and maintain commercial general liability insurance, with limits of not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage liability, with a certificate of insurance to be furnished to Owner within 30 days of written request. Such policy will provide that cancellation will not occur without at least 15 days prior written notice to Owner. Each party hereby waives its right of recovery against the other for any loss or damage covered by any insurance policies maintained by the waiving party. Each party will cause each insurance policy obtained by it to provide that the insurance company waives all rights of recovery against the other party in connection with any damage covered by such policy.

18. Maintenance. SprintCom will be responsible for repairing and maintaining the PCS system and any other improvements installed by SprintCom at the Site in a proper operating and reasonably safe condition; provided, however if any such repair or maintenance is required due to the acts of Owner, its agents or employees, Owner shall reimburse SprintCom for the reasonable costs incurred by SprintCom to restore the damaged areas to the condition which existed immediately prior thereto. Owner will maintain and repair all other portions of the property of which the Site is a part in a proper operating and reasonably safe condition.

19. Miscellaneous. (a) This Agreement applies to and binds successors, executors, administrators and assigns of the party Agreement; (b) This Agreement is governed by the laws of the State of Georgia in which the Site is located; (c) If requested by SprintCom, Owner promptly to execute and deliver to SprintCom a recordable Memorandum of Understanding (the Exhibits) constitutes the entire agreement between the parties and verbal agreements, representations and understandings between the parties. Any amendments to this Agreement must be in writing and executed by both parties; (d) Any provision of this Agreement is invalid or unenforceable with respect to persons other than those to whom it is held in force; (e) This Agreement will not be affected and each provision of this Agreement will be valid and enforceable to the fullest extent permitted by law; (f) The prevailing party in any action or proceeding in court or mutually agreed upon arbitration proceeding to enforce the terms of this Agreement is entitled to receive its reasonable attorneys' fees and other reasonable enforcement costs and expenses from the non-prevailing party.

20. Non-Binding Until Fully Executed. This Agreement is for discussion purposes only and does not constitute a formal offer by either party. This Agreement is not and shall not be binding on either party until and unless it is fully-executed by both parties.

The following Exhibits are attached to and made a part of this Agreement; Exhibit A, B, C and D.

OWNER: CITY OF STOCKBRIDGE

By: [Signature]
Name: R.G. Kelley
Its: Mayor

S.S./Tax No.: 58-0915620
Address: 4545 North Henry Boulevard
Stockbridge, Georgia 30281

Date: January 12, 1998

SPRINTCOM, INC., a Kansas corporation

By: [Signature]
Its: DIRECTOR

Address: 2600 Shawnee Mission Parkway
Westwood, Kansas 66205

Date: 2-16-98

11390 OLD ROSWELL ROAD, STE. 100
ALPHARETTA GA 30004

Attach Exhibit A - Site Description and Exhibit B - Memorandum of PCS Site Agreement

Version 1

March 97

EXHIBIT A

Site Name: 4617 North Henry Boulevard
Stockbridge, Georgia

Site Description

Site I. D. AT03XC119

Site situated in the City of Stockbridge, County of Henry, State of Georgia, commonly described as follows:

Legal Description:

See Addendum 1 attached hereto and made a part hereof for a legal description of the Owner's property, a portion of which contains the Site.

Tax Parcel Number: SB 27

Sketch of Site:

See Addendum 2 attached hereto and made a part hereof for a rendering of the Site.

✓ **Owner Initials:** MSA

SprintCom Initials: JS

Note: Owner and SprintCom may, at SprintCom's option, replace this Exhibit with an exhibit setting forth the legal description of the property on which the Site is located and/or an as-built drawing depicting the Site.

*[Use this Exhibit A for PCS Site Agreement, Memorandum of PCS Site Agreement, Option Agreement and Memorandum of Option Agreement.]

ADDENDUM 1 TO EXHIBIT A

All that tract or parcel of land lying and being in Land Lot 61 of the 12th District of Henry County, Georgia, and being a 15' non-exclusive, perpetual access easement centered on a centerline as shown on plat of survey prepared by Alton G. Wiggers, Registered Land Surveyor No. 1859 for the City of Stockbridge dated June 6, 1997 and last revised July 3, 1997 and being more particularly described according to said plat of survey as follows:

BEGINNING at a point located on the southern right of way line of State Route 42 (90' right of way) said point being located South 84 degrees 31 minutes West a distance of 226.83 feet from the intersection of the center lines of State Route 42 and South Lee Street and running thence South 12 degrees 24 minutes West 16.36 feet to a point; thence South 33 degrees 52 minutes West 32.28 feet to a point; thence South 76 degrees 20 minutes West 21.83 feet to a point; thence South 87 degrees 30 minutes West 190.27 feet to a point; thence South 42 degrees 53 minutes West 19.72 feet to a point; thence South 9 degrees 13 minutes East 49.26 feet to a point; thence South 2 degrees 36 minutes West 38.12 feet to a point; thence South 3 degrees 40 minutes West 125.35 feet to a point.

TOGETHER WITH THE FOLLOWING ACCESS EASEMENT:

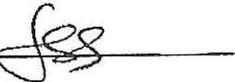
All that tract or parcel of land lying and being in Land Lot 61 of the 12th District of Henry County, Georgia, and being more particularly described according to plat of survey prepared by Alton G. Wiggers, Registered Land Surveyor No. 1859 dated June 6, 1997, last revised July 2, 1997 and more particularly described according to said plat of survey as follows:

BEGINNING at a point located South 58 degrees 40 minutes West 496.29 feet from the intersection of the centerline of South Lee Street and State Route 42 and running thence North 85 degrees 00 minutes West 40 feet to a point; thence South 3 degrees 0 minutes West 50 feet to a point; thence South 85 degrees 0 minutes East 40 feet to a point; thence North 3 degrees 0 minutes East 50 feet to the true POINT OF BEGINNING.

Owner Initials



SprintCom Initials



I:\PROJECTS\6664436\436-001.DWG

NOTES:

1. SPRINTCOM AND OWNER AGREE TO MODIFY LEASE PARCEL SIZE AND CONFIGURATION IF REQUIRED TO OBTAIN NECESSARY ZONING APPROVALS.

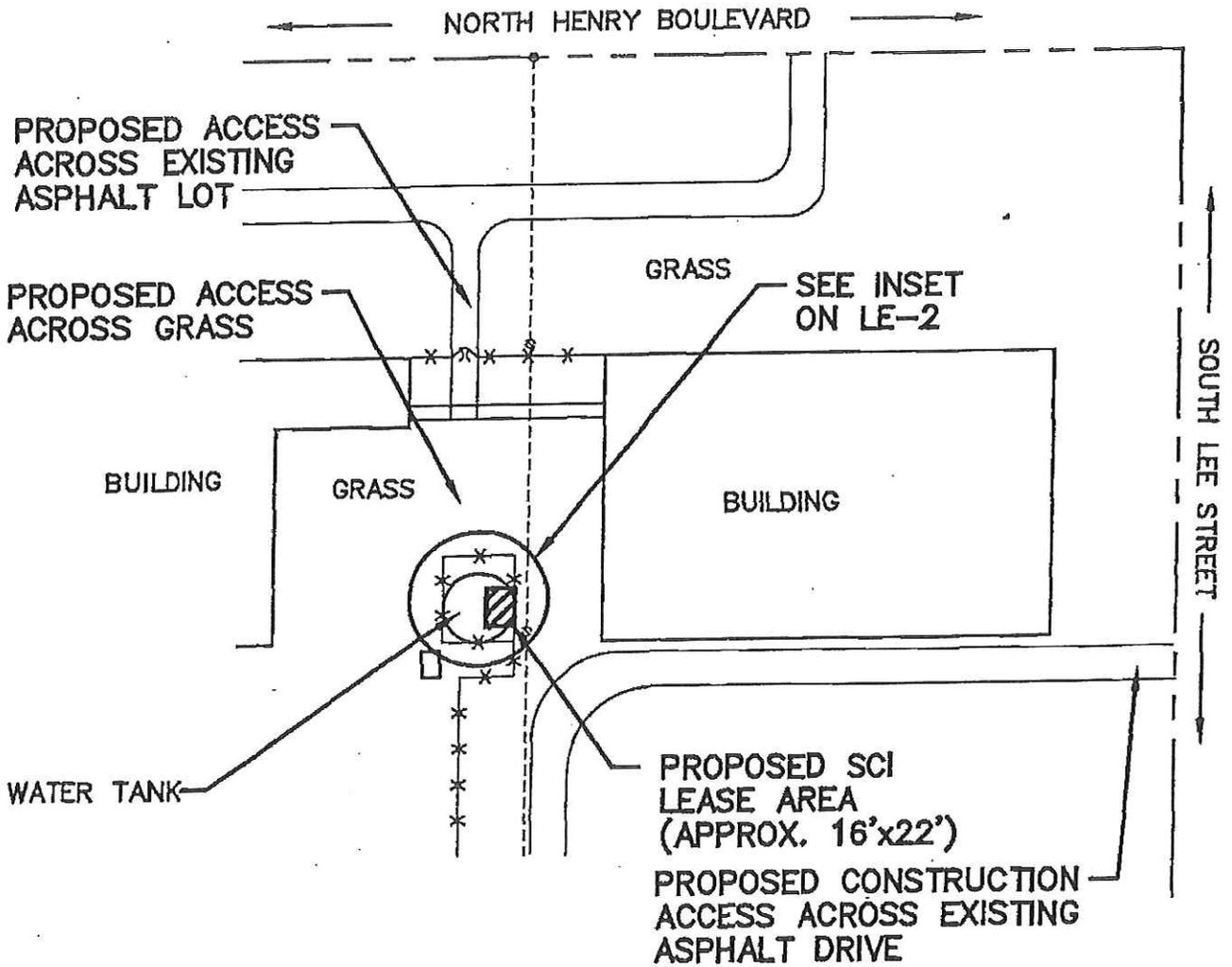
2. LEASED AREA SHALL INCLUDE 24 HOUR 7 DAY ACCESS FROM PUBLIC PROPERTY TO EQUIPMENT AND ANTENNAS.

3. LEASED PREMISES SHALL INCLUDE SUITABLE AREA WITHIN LANDLORD'S SPACE FOR ROUTING OF CABLE AND UTILITIES BETWEEN THE EQUIPMENT AREA, MOUNTED ANTENNAS, AND UTILITY SERVICE ENTRANCE LOCATIONS FOR THE NECESSARY CONNECTIONS FOR EACH.

4. THE OWNER AND SPRINTCOM HEREBY AGREE TO THE GENERAL LEASE AREA LOCATION SPECIFIED ON THIS LEASE EXHIBIT. THE EXACT LOCATIONS OF BASE STATION EQUIPMENT, CABLES, UTILITIES, AND ANTENNAS ARE SUBJECT TO FINAL ENGINEERING DESIGN AND ULTIMATELY THE LEASEABLE AREA MAY BE MODIFIED TO REFLECT THE FINAL ENGINEERING DESIGN.

5. PROPERTY LINES DEPICTED HEREIN ARE TAKEN FROM AVAILABLE TAX MAPS AND ARE APPROXIMATE ONLY.

↑ CALLED NORTH



SITE PLAN

LE-1

NOTE: OWNER AND SCI MAY, AT SCI'S OPTION, REPLACE THIS EXHIBIT WITH AN EXHIBIT SETTING FORTH THE LEGAL DESCRIPTION OF THE PROPERTY ON WHICH THE SITE IS LOCATED AND/OR AN AS-BUILT DRAWING DEPICTING THE SITE.

OWNER INITIALS: <i>[Signature]</i>	DATE:		
SCI INITIALS: <i>[Signature]</i>	DATE:	REV. DATE	DESCRIPTION

TAX MAP NO: SB27
 ZONING CLASS: C-1
 JURISDICTION: HENRY COUNTY
 OWNERS NAME: CITY OF STOCKBRIDGE



CHA CLOUGH, HARBOUR & ASSOCIATES LLP
 ENGINEERS, SURVEYORS, PLANNERS & LANDSCAPE ARCHITECTS

O O'BRIEN & GERE ENGINEERS INC.

APPROX. SCALE: 1"=100'
 DATE: 02/23/08

LEASE EXHIBIT PLAN

SITE I.D. AT03XC119A

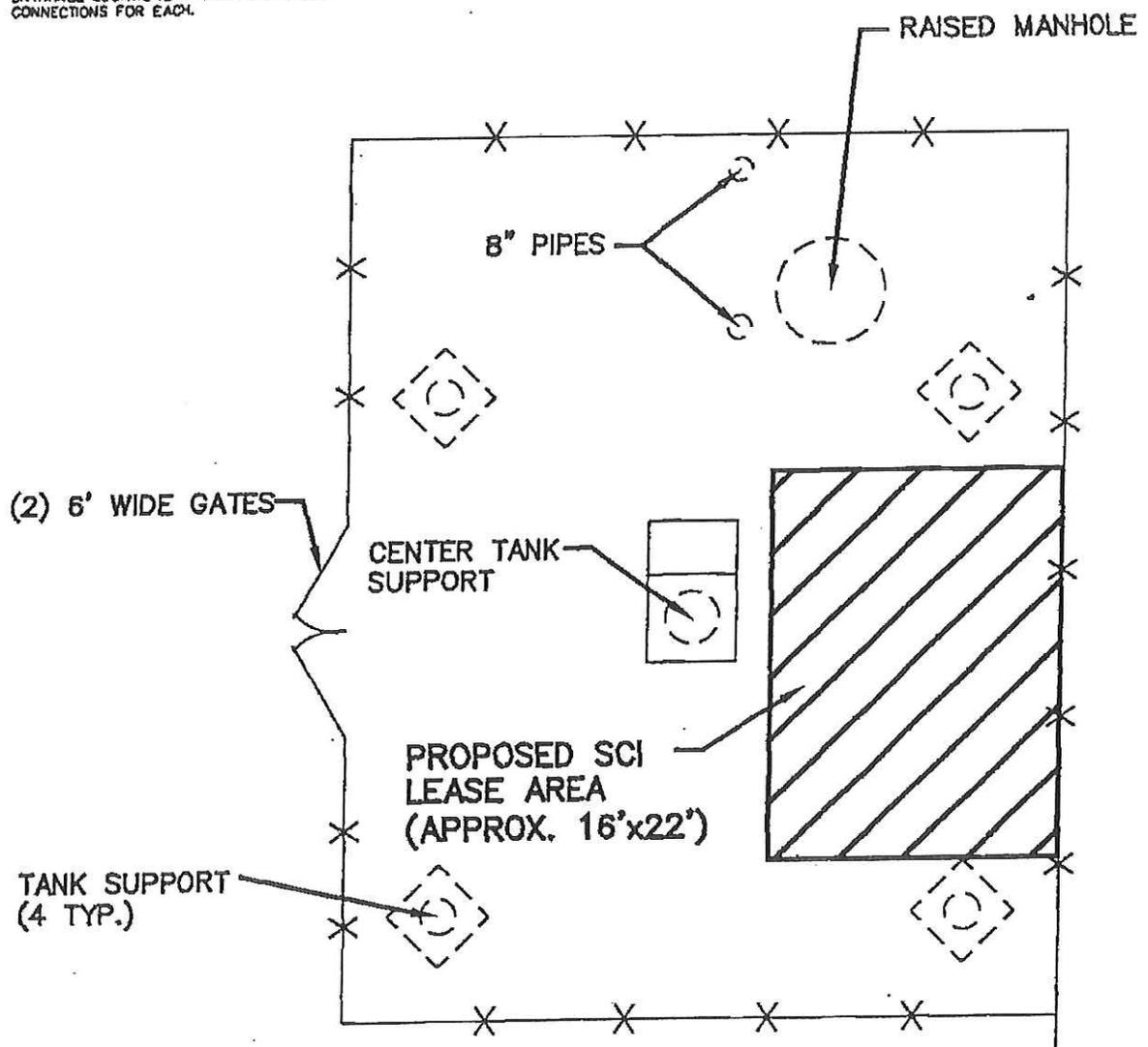
SITE ADDRESS: 4617 NORTH HENRY BLVD. STOCKBRIDGE, GA 30281

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NOTES:

1. SPRINTCOM AND OWNER AGREE TO MODIFY LEASE PARCEL SIZE AND CONFIGURATION IF REQUIRED TO OBTAIN NECESSARY ZONING APPROVALS.
2. LEASED AREA SHALL INCLUDE 24 HOUR 7 DAY ACCESS FROM PUBLIC PROPERTY TO EQUIPMENT AND ANTENNAS.
3. LEASED PREMISES SHALL INCLUDE SUITABLE AREA WITHIN LANDLORD'S SPACE FOR ROUTING OF CABLE AND UTILITIES BETWEEN THE EQUIPMENT AREA, MOUNTED ANTENNAS, AND UTILITY SERVICE ENTRANCE LOCATIONS FOR THE NECESSARY CONNECTIONS FOR EACH.

4. THE OWNER AND SPRINTCOM HEREBY AGREE TO THE GENERAL LEASE AREA LOCATION SPECIFIED ON THIS LEASE EXHIBIT, THE EXACT LOCATIONS OF BASE STATION EQUIPMENT, CABLES, UTILITIES, AND ANTENNAS ARE SUBJECT TO FINAL ENGINEERING DESIGN AND ULTIMATELY THE LEASEABLE AREA MAY BE MODIFIED TO REFLECT THE FINAL ENGINEERING DESIGN.
5. PROPERTY LINES DEPICTED HEREIN ARE TAKEN FROM AVAILABLE TAX MAPS AND ARE APPROXIMATE ONLY.



SITE PLAN

LE-2

NOTE: OWNER AND SCI MAY, AT SCI'S OPTION, REPLACE THIS EXHIBIT WITH AN EXHIBIT SETTING FORTH THE LEGAL DESCRIPTION OF THE PROPERTY ON WHICH THE SITE IS LOCATED AND/OR AN AS-BUILT DRAWING DEPICTING THE SITE.

OWNER INITIALS: <i>[Signature]</i>	DATE:	REV. DATE:	DESCRIPTION:
SCI INITIALS: <i>[Signature]</i>	DATE:		

TAX MAP NO:
SB27
ZONING CLASS: C-1
JURISDICTION:
HENRY COUNTY
OWNERS NAME:
CITY OF STOCKBRIDGE



CHA CLOUGH, HARBOUR & ASSOCIATEDS LLP
ENGINEERS, SURVEYORS, PLANNERS & LANDSCAPE ARCHITECTS



APPROX. SCALE
1"=10'
DATE: 02/23/98
SITE ADDRESS:
4617 NORTH HENRY BLVD.
STOCKBRIDGE, GA 30281

LEASE EXHIBIT PLAN
SITE I.D. AT03XC119A

Site Name: 4617 North Henry Boulevard
Stockbridge, Georgia

EXHIBIT B
PCS Site Agreement

Site I. D. AT03XC119

After recording, return to:
Mark W. Forsling, Esq.
Schreeder, Wheeler & Flint, LLP
127 Peachtree Street, N.E., Suite 1600
Atlanta, Georgia 30303-1845

Memorandum of PCS Site Agreement

This memorandum evidences that a lease was made and entered into by written PCS Site Agreement dated FEBRUARY 16, 1998, between City of Stockbridge ("Owner") and SprintCom, Inc., a Kansas corporation ("SprintCom"), the terms and conditions of which are incorporated herein by reference.

Such Agreement provides in part that Owner leases to SprintCom a certain site ("Site") located at 4617 North Henry Boulevard, City of Stockbridge, County of Henry, State of Georgia, within the property of Owner which is described in Exhibit A attached hereto, with grant of easement for unrestricted rights of access thereto and to electric and telephone facilities for a term of five (5) years commencing on FEBRUARY 16, 1998, which term is subject to one additional five (5) year extension period by SprintCom.

IN WITNESS WHEREOF, the parties have executed this Memorandum as of the day and year first above written.

OWNER NOTARY BLOCK

Signed, sealed and delivered in
the presence of:

Glenn W. Brown
Unofficial Witness

Merle Manders
Notary Public

My Commission Expires: Notary Public, Henry County, Georgia
My Commission Expires Oct. 28, 1998

[NOTARY SEAL]
[NOTARY STAMP]

SPRINTCOM NOTARY BLOCK

Signed, sealed and delivered in
the presence of:

Frank Cook
Unofficial Witness

Walter White
Notary Public - DEKALB COUNTY, GEORGIA

My Commission Expires: 1-26-2001

[NOTARY SEAL]
[NOTARY STAMP]

"OWNER"

CITY OF STOCKBRIDGE

By: [Signature]

Name: R.G. Kelley
Title: Mayor

Address: 4545 North Henry Boulevard
Stockbridge, Georgia 30281

"SPRINTCOM"

SPRINTCOM, INC., a Kansas corporation

By: [Signature]

Name: JOHN S. STEVENS
Title: DIRECTOR

Address: 2330 Shawnee Mission Parkway
Westwood, Kansas 66205
1139E OLD ROSWELL ROAD, STE. 160
ALPHARETTA GA 30004

Attach Exhibit A - Site Description

Site Name: 4617 North Henry Boulevard
Stockbridge, Georgia

PCS Site Agreement

Site I. D. AT03XC119

EXHIBIT A
TO
MEMORANDUM OF PCS SITE AGREEMENT

All that tract or parcel of land lying and being in Land Lot 61 of the 12th District of Henry County, Georgia, and being a 15' non-exclusive, perpetual access easement centered on a centerline as shown on plat of survey prepared by Alton G. Wiggers, Registered Land Surveyor No. 1859 for the City of Stockbridge dated June 6, 1997 and last revised July 3, 1997 and being more particularly described according to said plat of survey as follows:

BEGINNING at a point located on the southern right of way line of State Route 42 (90' right of way) said point being located South 84 degrees 31 minutes West a distance of 226.83 feet from the intersection of the center lines of State Route 42 and South Lee Street and running thence South 12 degrees 24 minutes West 16.36 feet to a point; thence South 33 degrees 52 minutes West 32.28 feet to a point; thence South 76 degrees 20 minutes West 21.83 feet to a point; thence South 87 degrees 30 minutes West 190.27 feet to a point; thence South 42 degrees 53 minutes West 19.72 feet to a point; thence South 9 degrees 13 minutes East 49.26 feet to a point; thence South 2 degrees 36 minutes West 38.12 feet to a point; thence South 3 degrees 40 minutes West 125.35 feet to a point.

TOGETHER WITH THE FOLLOWING ACCESS EASEMENT:

All that tract or parcel of land lying and being in Land Lot 61 of the 12th District of Henry County, Georgia, and being more particularly described according to plat of survey prepared by Alton G. Wiggers, Registered Land Surveyor No. 1859 dated June 6, 1997, last revised July 2, 1997 and more particularly described according to said plat of survey as follows:

BEGINNING at a point located South 58 degrees 40 minutes West 496.29 feet from the intersection of the centerline of South Lee Street and State Route 42 and running thence North 85 degrees 00 minutes West 40 feet to a point; thence South 3 degrees 0 minutes West 50 feet to a point; thence South 85 degrees 0 minutes East 40 feet to a point; thence North 3 degrees 0 minutes East 50 feet to the true POINT OF BEGINNING.

Owner Initials



SprintCom Initials



Version 1

March 97

EXHIBIT C

Site Name: 4617 North Henry Boulevard
Stockbridge, Georgia

Site Agreement

Site I. D. AT03XC119

Full Rent Commencement

Anything set forth in Section 3 of the foregoing Agreement to the contrary notwithstanding, the period covered by the \$100.00 rental payment will terminate and SprintCom will be obligated to commence the payment of the full rental amount due hereunder after the expiration of six (6) full calendar months following the Commencement Date. As a result, full rent shall be due upon the earlier of the events described in Section 3 of the foregoing or the expiration of six (6) full calendar months following the Commencement Date.

✓ Owner Initials *MSR*
SprintCom Initials *SSS*

Version 1

EXHIBIT D

Site Name: 4617 North Henry Boulevard
Stockbridge, Georgia

PCS Site Agreement

Site I. D. AT03XC119

**AUTHORIZATION IN REGARD TO APPLICATION FOR AND PURSUING
SPECIAL USE PERMITS OR SIMILAR PERMITS AND APPROVALS**

The undersigned party, City of Stockbridge (the "Owner"), hereby authorize SprintCom, Inc. or Schreeder, Wheeler & Flint, LLP (SprintCom, Inc.'s attorneys) to act as agent for the Owner in regard to the filing, bringing, undertaking, pursuing and resolving any application(s) (the "Application") for special use permits, or other permits, approvals, consents or authorization equivalent in purpose to a special use permit, which will enable the construction of a PCS site on and which may be necessary to enable SprintCom, Inc. to use certain property of the Owner, which is more particularly described on Exhibit "A" attached hereto and made a part hereof, as contemplated by that certain PCS Site Agreement between Owner and SprintCom, Inc. of even date herewith. SprintCom, Inc. or Schreeder, Wheeler & Flint, LLP is hereby authorized to act as agent on behalf of the Owner in regard to the Application pertaining to the property set forth on Exhibit "A" and for those purposes only. This is a limited power of attorney and authorization which shall not be for any purposes other than those set forth hereinabove.

IN WITNESS WHEREOF, the undersigned has set its hands under seal this 12th day of January, 1998.

Signed, sealed and delivered in the presence of:

James W. Brown
Unofficial Witness

Merle Saunders
Notary Public

"OWNER"
CITY OF STOCKBRIDGE

✓ By: R.G. Kelley
Name: R.G. Kelley
Title: Mayor

(NOTARY SEAL)

My Commission Expires: Notary Public, Henry County, Georgia
My Commission Expires Oct. 23, 1998

[ATTACH EXHIBIT "A" (PROPERTY DESCRIPTION) TO THE BACK OF THIS FORM]

✓ Owner Initials MS
SprintCom Initials JS

Site Name: 4617 North Henry Boulevard
Stockbridge, Georgia

PCS Site Agreement

Site I.D. AT03XC119

EXHIBIT A TO AUTHORIZATION

All that tract or parcel of land lying and being in Land Lot 61 of the 12th District of Henry County, Georgia, and being a 15' non-exclusive, perpetual access easement centered on a centerline as shown on plat of survey prepared by Alton G. Wiggers, Registered Land Surveyor No. 1859 for the City of Stockbridge dated June 6, 1997 and last revised July 3, 1997 and being more particularly described according to said plat of survey as follows:

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Owner Initials

SprintCom Initials

CITY OF STOCKBRIDGE, GEORGIARESOLUTION NO. 98-01

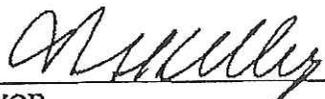
AGREEMENT WITH SPRINTCOM, INC., TO LEASE
LAND TO CONSTRUCT EQUIPMENT BASE STATION,
TO LEASE TOWER ANTENNA SPACE ON CITY'S
WATER TOWER, AND TO LEASE SPACE REQUIRED
FOR CABLE RUNS TO CONNECT EQUIPMENT

WHEREAS, SprintCom, Inc., a Kansas corporation, has agreed to provide certain services pursuant to the terms and conditions of their Standard Form PCS Site Agreement; and

WHEREAS, the Mayor and Council deem it to be in the best interest of the City and the citizens of the City of Stockbridge that said services be provided;

NOW THEREFORE, BE IT RESOLVED THAT THE MAYOR AND CLERK ARE HEREBY AUTHORIZED TO EXECUTE ON BEHALF OF THE CITY A CERTAIN LEASE AGREEMENT BETWEEN THE CITY OF STOCKBRIDGE AND SPRINTCOM, INC., DATED JANUARY 12, 1998.

SO RESOLVED, this 12th day of January, 1998.


MAYOR

ATTEST:


CITY CLERK



RESOLUTION NO. R15-638

A RESOLUTION TO ENTER INTO A SECOND AMENDMENT AGREEMENT WITH SPRINT PCS

WHEREAS, the City of Stockbridge ("City") is a municipal corporation duly organized and existing under the laws of the State of Georgia and is charged with being fiscally responsible concerning the use and expenditure of all public funds, and

WHEREAS, the City currently has a lease agreement with Sprintcom, Inc. for a portion of the property located at 4617 North Henry Blvd., for the purpose of housing telecommunications equipment, and

WHEREAS, Sprintcom, Inc. wishes to continue with our current lease arrangements, in accordance with the provisions detailed in the Second Amendment to PCS Site Agreement, dated March 9, 2015 ; and,

WHEREAS, the revised lease rate, payable to the City of Stockbridge will be \$3,000 per month, payable annually in advance.

THEREFORE, THE CITY COUNCIL OF THE CITY OF STOCKBRIDGE HEREBY RESOLVES:

SECTION 1. Approval of Agreement. The Second Amendment to PCS Site Agreement attached hereto and made a part hereof as Exhibit A is hereby approved by the City Council.

SECTION 2. Public Record. This document shall be maintained as a public record by the City Clerk and shall be accessible to the public during all normal business hours of the City of Stockbridge.

SECTION 3. Authorization of Execution. The Mayor is hereby authorized to sign all documents necessary to effectuate this Resolution.

SECTION 4. Attestation. The City Clerk is authorized to execute, attest to, and seal any documents which may be necessary to effectuate this ordinance, subject to approval as to form by the City Attorney.

SECTION 5. Effective Date. This resolution shall become effective immediately upon its adoption by the Mayor and City Council of the City of Stockbridge as provided in the City Charter.

SO ORDAINED this 9th day of March, 2015.



ALPHONSO THOMAS, Mayor Pro Tem

ATTEST:


VANESSA HOLIDAY, City Clerk (SEAL)

APPROVED AS TO FORM:


MICHAEL WILLIAMS, City Attorney





LANDLORD CONTACTS

Landlord Solutions:

Toll Free: 800-357-7641

7am-7pm (Central)

e-mail: landlordsolutions@sprint.com

EMERGENCIES:

**In case of injury to life or property, please call 911 first.
Then call Sprint Network Operations Center at
1-866-400-6040 with Sprint Site ID or address.**

Property Services:

Sprint / Nextel Property Services

Mailstop: KSOPHT0101-Z2650

6391 Sprint Parkway

Overland Park, KS 66251-2650

Law Department:

Sprint / Nextel Law Department

Attn: Real Estate Attorney

Mailstop: KSOPHT0101-2020

6391 Sprint Parkway

Overland Park, KS 66251-2020