



CITY COUNCIL  
ATLANTA, GEORGIA

AN RESOLUTION  
BY FINANCE/EXECUTIVE COMMITTEE

03- *ℓ* -1381

**AN RESOLUTION AUTHORIZING THE MAYOR OR HER DESIGNEE TO EXECUTE AMENDMENT NUMBER 1 TO THE MASTER LEASE AGREEMENT WITH BELLSOUTH MOBILITY LLC DOING BUSINESS AS CINGULAR WIRELESS TO ADD 7780 JETT FERRY ROAD TO THE MASTER SITE LEASE; TO PROVIDE AT TENANTS COST A NEW MOUNTING MAST ON TOP OF THE JETT FERRY WATER TANK; AND TO LEASE SPACE TO CO-LOCATE ON THE JETT FERRY WATER TANK CERTAIN ANTENNAS AND COMMUNICATIONS EQUIPMENT; ALL REVENUE GENERATED PLUS ESCALATIONS AS CALLED FOR IN THE MASTER LEASE AGREEMENT SHALL BE DEPOSITED INTO THE APPROPRIATE FUND, ACCOUNT AND CENTER NUMBER.**

**WHEREAS**, Bellsouth Mobility LLC D/B/A Cingular Wireless, requires antennas to provide wireless communication service to its customers; and

**WHEREAS**, the City of Atlanta, wishes to reduce the proliferation of cellular towers within the City of Atlanta by encouraging co-location; and

**WHEREAS**, the City of Atlanta has entered into a master lease agreement with Cingular Wireless, for the locating of wireless telecommunications towers and co-locating antennas upon same; and

**WHEREAS**, Bellsouth Mobility LLC D/B/A Cingular Wireless, wishes to amend the master lease agreement to add 7780 Jett Ferry Road to the master site lease; and

**WHEREAS**, Bellsouth Mobility LLC D/B/A Cingular Wireless, wishes to provide at tenants cost a new mounting mast on top of the Jett Ferry water tank; and

**WHEREAS**, Bellsouth Mobility LLC D/B/A Cingular Wireless, desires to lease space and co-locate on the existing water tower owned by the City and located at 7780 Jett Ferry Road; and

**WHEREAS**, the Director of the Office of General Services and the Commissioner of the Department of Watershed Management recommends that a contract be entered into with Cingular Wireless.

**NOW, THEREFORE BE IT ORDAINED BY THE COUNCIL OF THE CITY OF ATLANTA GEORGIA, as follows:**

**SECTION 1:** That the Mayor or her designee be and is hereby authorized to execute amendment Number 1 with Bellsouth Mobility LLC D/B/A Cingular Wireless to amend the existing master site lease, to provide at tenants cost a new mounting mast on top of the existing water tower and to lease space and to co-locate at 7780 Jett Ferry Road certain communication equipment and antennas.

**SECTION 2:** That Bellsouth Mobility LLC D/B/A Cingular Wireless shall make payment to the City for the initial first term in the amount of \$1,500.00 per month, \$18,000 per year for an initial term of five (5) years. Rent thereafter, at the occurrence of the first renewal term shall increase to \$2,080.00 per month, \$24,960.



**SECTION 3:** That following the third Renewal Term under any Site Lease, monthly Rent payable under such Site Lease during the final Renewal Term shall be equal to one hundred four percent (104%) of the Rent in effect for the last full calendar month immediately prior to the commencement of such Renewal Term.

**SECTION 4:** That a Site Lease substantially in the form attached hereto and other contractual agreements are hereby authorized to be executed by the Mayor; and

**SECTION 5:** That this Site Lease and other contractual agreements shall not become binding on the City and the City shall incur no obligation upon same until such master lease and other contractual agreements have been approved by the City Attorney as to form, executed by the Mayor, sealed by the Municipal Clerk, and delivered to the contracting party.

**SECTION 6:** That all revenue generated shall be deposited into the Care and Conserve Fund, Account and Center Number 3P02-462101-Q11W02CBQNA0.

A true copy,

*Rhonda Dauphin Johnson*  
Municipal Clerk, CMC

ADOPTED by the Council  
APPROVED by the Mayor

SEP 15, 2003  
SEP 23, 2003



**EXHIBIT A-1**

Page 1 of 3

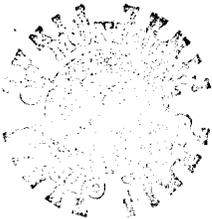
**Site Address & Legal Description**

**Site Address:**

- 
- Jett Ferry Road Water Tank Site, 7780 Jett Ferry Road, Atlanta GA

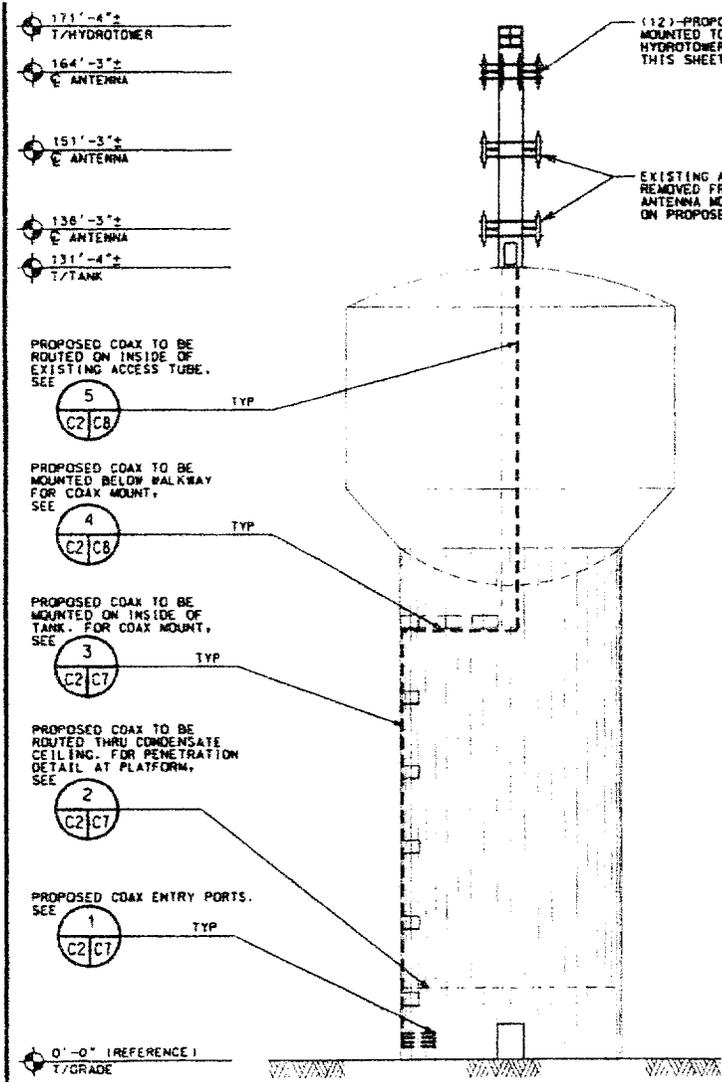
**Legal Description:**

- To be inserted once it is obtained by a Surveyor on behalf of Cingular Wireless.



**EXHIBIT A-1**

Page 2 of 3



**TOWER ELEVATION**

SCALE: 1" = 20'

PLANS PREPARED FOR:

**cingular**  
WIRELESS

5565 Glenridge Connector, Suite 1401  
Atlanta, Georgia 30342  
Office: (800) 507-9213  
Fax: (800) 507-9214

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PROJECT INFORMATION:

**JETT FERRY ROAD  
WATER TANK**

7780 JETT FERRY ROAD  
DUNWOODY, GA 30356  
(FULTON COUNTY)

REV	DATE	ISSUED FOR:
0	06-14-02	PRELIMINARY

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PLANS PREPARED BY:

3703 JUNCTION BOULEVARD  
RALEIGH, NC 27603-5263  
919.861.6351

**TOWER  
ENGINEERING  
PROFESSIONALS**

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DRAWN BY: JDB | CHECKED BY: ATK

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SHEET TITLE:

**TOWER ELEVATION  
AND  
COMPOUND DETAIL**

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SHEET NUMBER: **C-C-2** | REVISION: **0**

TEP #: 02295

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SEAL:

**PRELIMINARY  
NOT FOR CONSTRUCTION**



# EXHIBIT A-1

Page 3 of 3



## SUBJECT PROPERTY

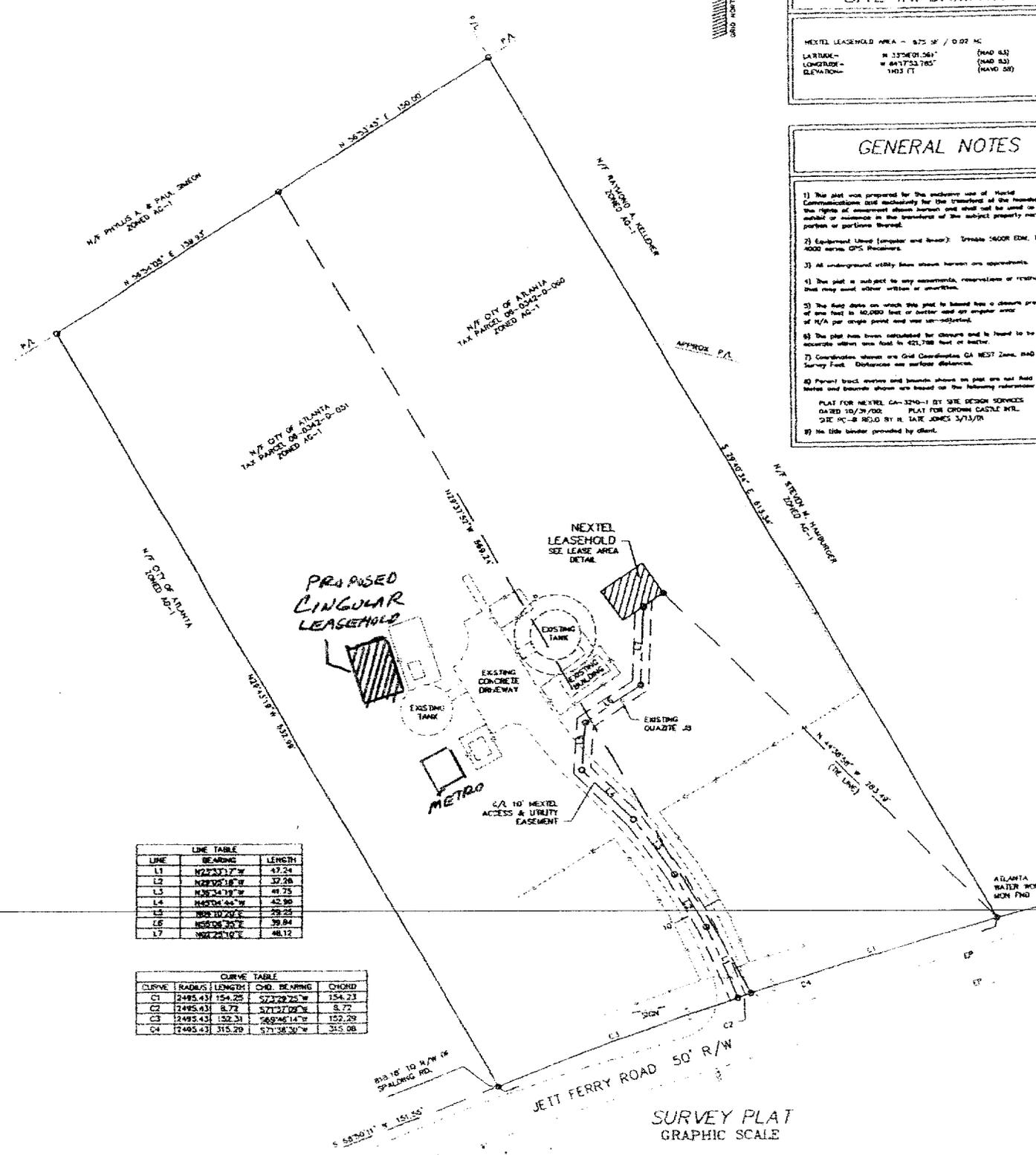
OWNER:	CITY OF ATLANTA
SITE ADDRESS:	7780 JETT FERRY RD ATLANTA, GA 30350
AREA:	1.04 AC
ZONE:	AC-1
TAX PARCEL:	06-0342-0-001 & 060

## SITE INFORMATION

NEXTEL LEASEHOLD AREA - 0.75 SF / 0.02 AC		
LENGTH-	N 33°01'06"	(NAD 83)
WIDTH-	W 84°15'37"	(NAD 83)
ELEVATION-	1403 FT	(NAD 83)

## GENERAL NOTES

- The plot was prepared for the exclusive use of Nextel Communications Inc. exclusively for the transfer of the leasehold rights of equipment shown herein and shall not be used as a title or evidence in the transfer of the subject property nor portions thereof.
- Equipment shown (tower and base): Breakdown: 1 tower, 1 base, 1 antenna, 1 power supply.
- All underground utility lines shown herein are approximate.
- The plot is subject to any easements, reservations or rights that may exist either written or unwritten.
- The field data on which this plot is based has a closure error of one foot in 10,000 feet or better and an angular error of 1/4" per angle point and was un-adjusted.
- The plot has been calculated for closure and is found to be accurate within one foot in 10,000 feet or better.
- Coordinates shown are Grid Coordinates, GA NAD 83 Zone, NAD Survey Feet. Distances are surface distances.
- Percent brack errors and bearings shown on plot are not field based and bearings shown are based on the following relationship:  
PLAT FOR NEXTEL CA-3240-1 BY SITE DESIGN SERVICES DATED 10/24/00. PLAT FOR CROWN CASTLE BYL. SITE PC-8 REVD BY R. TATE JONES 1/11/01.
- No title transfer provided by client.



LINE	BEARING	LENGTH
L1	N27°37'7"W	47.24
L2	N28°05'18"W	37.96
L3	N26°24'19"W	41.75
L4	N45°04'44"W	42.90
L5	N82°10'42"E	29.25
L6	N50°06'30"E	39.84
L7	N66°22'19"E	48.12

CURVE	RADIUS	LENGTH	CHD. BEARING	CHORD
C1	2495.43	154.25	S77°29'26"W	154.23
C2	2495.43	8.72	S71°37'09"W	8.72
C3	2495.43	152.31	S69°46'14"W	152.29
C4	2495.43	315.29	S71°38'30"W	315.08

SURVEY PLAT  
GRAPHIC SCALE



EXHIBIT B

COPY

TO THE MASTER LEASE AGREEMENT  
DATED ~~AUGUST 12~~ JULY 17, 1998  
BETWEEN CITY OF ATLANTA, AS LANDLORD,  
AND BELLSOUTH MOBILITY

Cell Site ID: ATL-PC-B  
State: Georgia  
City: Atlanta

City Site Name: Jett Ferry Rd. Water Tank Site  
Site Latitude/Longitude: 33-58-01.2/84-17-54.7

LEASE AGREEMENT

THIS LEASE AGREEMENT (this "Lease") is entered into this \_\_\_\_ day of \_\_\_\_\_, 200\_\_, between the City of Atlanta, a body corporate and politic ("Landlord"), and BellSouth Mobility LLC a Georgia Limited Liability Company d/b/a Cingular Wireless ("Tenant").

Incorporation of Master Lease. This Lease is a "Site Lease" as referenced in that certain Master Lease Agreement between Landlord and Tenant, dated JULY 17, 1998 (the "Master Lease"). All of the terms and conditions of the Master Lease are hereby incorporated herein by reference and made a part of hereof without the necessity of attaching hereto the original or any copy of the Master Lease. Unless expressly modified herein, the terms and conditions of the Master Lease shall govern with respect to the subject matter hereof, and, unless otherwise defined herein, capitalized terms used herein shall have the respective meanings ascribed thereto in the Master Lease.

Premises. The Premises leased by the Landlord to Tenant hereunder are as follows: [Site address and legal description to be provided as **Exhibit A-1**.]

Site Improvements. Tenant shall provide for, at Tenants cost, a new mounting mast to be located on top of the water tank facility for the purpose of mounting Tenants equipment and the equipment of the existing Tenants currently on the facility. Upon installation and final inspection, the mounting mast shall become the property of the Landlord.

Term. The initial term of this Lease shall commence and expire as set forth in Section 4. a. of the Master Lease. The Commencement Date is \_\_\_\_\_.

Rent. Rent for the initial first term shall be abated to the amount of (\$1,500.00) per month as consideration for the Tenants cost of constructing and installing the new mounting mast. Rent thereafter, at the occurrence of the first renewal term shall increase to (\$2,080.00) per month.

Special Access Arrangements. Landlord hereby grants to Tenant a non-exclusive easement benefiting Tenant's interest in the Premises for reasonable and necessary pedestrian and vehicular ingress and egress, the installation of utilities serving the Premises and improvements thereon, and the maintenance and installation of guy wires and other such mechanisms required or recommended, over the property including improvements on the property of Landlord which surrounds the Premises. In this regard, Landlord shall also provide the Tenant any and all keys and or combinations to any locks



to allow Tenant full access for purposes of Tenant's easement set forth in the immediately preceding sentence. Other special access requirements \_\_\_\_\_.

Conditions. This Agreement is subject to the conditions of approval set forth by the City of Atlanta, Department of Watershed Management, incorporated herein and attached hereto as **Exhibit B**.

~~Landlord Contact for Emergency: Commission of Administrative Services 404-330-6351~~

Tenant Contact for Emergency: Network Operations Surveillance Center 404 - 705 - 5100

The parties have entered into this Lease as of the date first stated above.

ATTEST

BY LANDLORD  
CITY OF ATLANTA:

\_\_\_\_\_  
Municipal Clerk (City Seal)

\_\_\_\_\_  
Mayor

RECOMMENDED:

RECOMMENDED:

\_\_\_\_\_  
Director Office of General Services

\_\_\_\_\_  
Chief Operating Officer

RECOMMENDED:

RECOMMENDED:

\_\_\_\_\_  
Chief Procurement Officer

\_\_\_\_\_  
Chief Financial Officer

APPROVED AS TO FORM:

\_\_\_\_\_  
Assistant City Attorney



BY TENANT  
BellSouth Mobility LLC a Georgia Limited  
Liability Company d/b/a Cingular Wireless

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

RCS# 5027  
9/15/03  
2:51 PM

Atlanta City Council

Regular Session

CONSENT I

CONSENT I PGS 1-13, EXCEPT:03-R-1449  
03-R-1460, 03-R-1463  
ADOPT

YEAS: 10  
NAYS: 0  
ABSTENTIONS: 0  
NOT VOTING: 4  
EXCUSED: 0  
ABSENT 2

NV Smith	Y Archibong	Y Moore	Y Mitchell
Y Starnes	Y Fauver	B Martin	Y Norwood
NV Young	NV Shook	B Maddox	Y Willis
Y Winslow	Y Muller	Y Boazman	NV Woolard

CONSENT I

<b>ITEMS ADOPTED ON CONSENT</b>	<b>ITEMS ADVERSED ON CONSENT</b>
<ol style="list-style-type: none"> <li>1. 03-O-1347</li> <li>2. 03-O-1451</li> <li>3. 03-O-1311</li> <li>4. 03-O-1443</li> <li>5. 03-O-1319</li> <li>6. 03-O-1317</li> <li>7. 03-O-1441</li> <li>8. 03-O-1447</li> <li>9. 03-O-1109</li> <li>10. 03-O-1329</li> <li>11. 03-O-1330</li> <li>12. 03-R-1371</li> <li>13. 03-R-1372</li> <li>14. 03-R-1373</li> <li>15. 03-R-1374</li> <li>16. 03-R-1437</li> <li>17. 03-R-1458</li> <li>18. 03-R-1459</li> <li>19. 03-R-1383</li> <li>20. 03-R-1446</li> <li>21. 03-R-1456</li> <li>22. 03-R-1316</li> <li>23. 03-R-1337</li> <li>24. 03-R-1381</li> <li>25. 03-R-1382</li> <li>26. 03-R-1449</li> <li>27. 03-R-1390</li> <li>28. 03-R-1392</li> <li>29. 03-R-1393</li> <li>30. 03-R-1394</li> <li>31. 03-R-1395</li> <li>32. 03-R-1396</li> <li>33. 03-R-1397</li> <li>34. 03-R-1398</li> </ol>	<ol style="list-style-type: none"> <li>35. 03-R-1399</li> <li>36. 03-R-1400</li> <li>37. 03-R-1401</li> <li>38. 03-R-1402</li> <li>39. 03-R-1403</li> <li>40. 03-R-1404</li> <li>41. 03-R-1405</li> <li>42. 03-R-1406</li> <li>43. 03-R-1407</li> <li>44. 03-R-1408</li> <li>45. 03-R-1409</li> <li>46. 03-R-1410</li> <li>47. 03-R-1411</li> <li>48. 03-R-1412</li> <li>49. 03-R-1413</li> <li>50. 03-R-1414</li> <li>51. 03-R-1415</li> <li>52. 03-R-1416</li> <li>53. 03-R-1417</li> <li>54. 03-R-1418</li> <li>55. 03-R-1419</li> <li>56. 03-R-1420</li> <li>57. 03-R-1421</li> <li>58. 03-R-1422</li> <li>59. 03-R-1423</li> <li>60. 03-R-1424</li> <li>61. 03-R-1425</li> <li>62. 03-R-1426</li> <li>63. 03-R-1427</li> <li>64. 03-R-1428</li> <li>65. 03-R-1429</li> <li>66. 03-R-1430</li> <li>67. 03-R-1431</li> <li>68. 03-R-1432</li> </ol>

Consent I Vote: 10 Yeas; 0Nays: (See RCS #5027) ; 9Yeas; 0Nays: (See RCS #5008)

Items Removed from the Consent Agenda: 03-R-1460; 03-R-1463; Mitchell abstained on 03-R-1449;

03-*2*-1381  
 (Do Not Write Above This Line)

A RESOLUTION BY  
 FINANCE /EXECUTIVE COMMITTEE

A RESOLUTION AUTHORIZING THE MAYOR OR HER DESIGNEE TO EXECUTE AMENDMENT NUMBER 1 TO THE MASTER LEASE AGREEMENT WITH BELLSOUTH MOBILITY LLC DOING BUSINESS AS JETT FERRY ROAD TO THE MASTER SITE LEASE; TO PROVIDE AT TENANTS COST A NEW MOUNTING MAST ON TOP OF THE JETT FERRY WATER TANK; AND TO LEASE SPACE TO CO-LOCATE ON THE JETT FERRY WATER TANK CERTAIN ANTENNAS AND COMMUNICATIONS EQUIPMENT; ALL REVENUE GENERATED PLUS ESCALATIONS AS CALLED FOR IN THE MASTER LEASE AGREEMENT SHALL BE DEPOSITED INTO THE APPROPRIATE FUND, ACCOUNT AND CENTER NUMBER.

**ADOPTED BY**

SEP 15 2003

- CONSENT REFER
- REGULAR REPORT REFER **COUNCIL**
- ADVERTISE & REFER
- 1st ADOPT 2nd READ & REFER
- PERSONAL PAPER REFER

Date Referred

Referred To:

Date Referred

Referred To:

Date Referred

Referred To:

First Reading

Committee \_\_\_\_\_  
 Date \_\_\_\_\_  
 Chair \_\_\_\_\_  
 Referred To \_\_\_\_\_

*FINANCE RESOURCES*

9/15/03 Date

*John L. Hore* Chair

Fav, Adv, Hold (see rev. side)  
 Action \_\_\_\_\_  
 Other \_\_\_\_\_

Members

Refer To

Committee

Date

Chair

Fav, Adv, Hold (see rev. side)  
 Action \_\_\_\_\_  
 Other \_\_\_\_\_

Members

Refer To

Committee

Date

Chair

Action  
 Fav, Adv, Hold (see rev. side)  
 Other

Members

Refer To

FINAL COUNCIL ACTION

2nd  1st & 2nd  3rd

Consent  V Vote  RC Vote

CERTIFIED

**CERTIFIED**  
 SEP 15 2003

ATLANTA CITY COUNCIL PRESIDENT

*Catherine W. Hoffard*

**CERTIFIED**  
 SEP 15 2003

*Ronald Doughton*  
 MUNICIPAL CLERK

MAYOR'S ACTION

*Shirley Stankis*  
 SEP 23 2003  
 104709