

**A RESOLUTION  
BY FINANCE/EXECUTIVE COMMITTEE**

**A RESOLUTION AUTHORIZING THE MAYOR OR HER  
DESIGNEE TO AMEND THE MASTER LEASE AGREEMENT  
WITH POWERTEL/ATLANTA, INC., TO ADD MOZLEY  
PARK AND BASS RECREATION CENTER TO THE MASTER  
SITE LEASE; AND TO CO-LOCATE ON THESE SITES  
CERTAIN ANTENNAS AND COMMUNICATIONS  
EQUIPMENT ON THE LEASED SPACE; ALL REVENUE  
GENERATED PLUS ESCALATIONS AS CALLED FOR IN  
THE MASTER LEASE AGREEMENT SHALL BE  
DEPOSITED INTO THE APPROPRIATE TRUST FUND,  
ACCOUNT, AND CENTER NUMBER, 3P02,  
462101,N21D14B69999 TRUST/CITYWIDE  
PARKS/PLAYGROUND IMPROVEMENTS.**

**WHEREAS**, Powertel/Atlanta, Inc., requires antennas to provide wireless communication services to its customers; and

**WHEREAS**, Powertel/Atlanta, Inc., wishes to reduce the proliferation of cellular towers within the City of Atlanta; and

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

**WHEREAS**, Powertel/Atlanta, Inc., wishes to amend the master lease agreement to add Mozley Park, and Bass Recreation Center to the master site lease and

**WHEREAS**, the City of Atlanta is the owner of Mozley Park, located at 1565 Martin Luther King, Jr. Drive S.W., Atlanta, GA and Bass Recreation Center, located at 326 Moreland Avenue, Atlanta, GA and

**WHEREAS**, the Director of the Office of General Services and the Commissioner of the Department of Parks, Recreation & Cultural Affairs recommended that a contract be entered into with Powertel/Atlanta, Inc.

**NOW, THEREFORE BE IT RESOLVED 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 amend the existing master site lease and other contractual agreements with Powertel/Atlanta, Inc., to co-locate at Mozley Park, located at 1565 Martin Luther King, Jr. Drive S.W., Atlanta, GA and Bass Recreation Center located at 326 Moreland Avenue, Atlanta, GA antennas and to lease a portion of the site for certain communication equipment.

**SECTION 2** That Powertel/Atlanta, Inc., shall make payments to the City in the amount of \$3,000.00 per month, \$36,000.00 per year for an initial term of (5) years, with the option to extend the term for two additional successive five year periods; and



**SECTION 3** That following the second year under any Site Lease, monthly Rent payable under such Site Lease during each 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 subsequent year.

**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 Trust 3P02, 462101, N21D14B69999, Trust/Citywide Parks/Playground Improvements.

A true copy,

*Florida Daughin Johnson*  
Municipal Clerk, CMC

ADOPTED by the Council  
APPROVED by the Mayor

JUN 07, 2004  
JUN 14, 2004

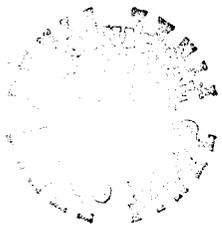


EXHIBIT E

TO THE MASTER LEASE  
DATED JUNE 5, 2001  
BETWEEN THE CITY OF ATLANTA, AS LANDLORD,  
AND POWERTEL/ATLANTA, INC.

Cell Site ID: AT322	PowerTel/Atlanta Inc. Site Name: Wellington Street
State: Georgia	City Site Name: Mozley Park
City: Atlanta	Site Latitude / Longitude: N33 45 17 / W 84 26 19

LEASE AGREEMENT

THIS LEASE AGREEMENT (this "Lease") is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2004, between the City of Atlanta, a body corporate and politic ("Landlord"), and PowerTel/Atlanta, Inc., a Delaware corporation ("Tenant"), a successor in interest to PowerTel/Atlanta, Inc.

Incorporation of the Master Lease. This lease is a "Site Lease" as referenced in that certain Master Lease Agreement between Landlord and Tenant, dated June 5, 2001 (the "Master Lease"). All of the terms and conditions of the Master Lease are hereby incorporated herein by reference and made 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: 1565 Martin Luther King Drive, Atlanta, GA 30014, legal description attached as Exhibit B-1.

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

Rent. Rent hereunder shall be payable monthly in the amount of \$ 1,500.00. Rent will increase by \$500.00 (five hundred) per month for each additional co-locator .

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:

Landlord Contact for Emergency: Chick Vossen, Executive Assistant, 404-330-6414

Tenant Contact for Emergency: Network Operations Center, 888-563-9835

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

**LANDLORD:**

ATTEST:

CITY OF ATLANTA:

Approved:

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

\_\_\_\_\_  
Mayor

RECOMMENDED:

APPROVED AS TO FORM:

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

RECOMMENDED:

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

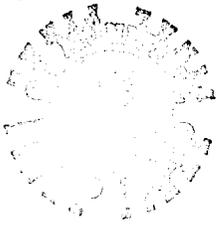
\_\_\_\_\_  
Chief Financial Officer

RECOMMENDED:

RECOMMENDED:

\_\_\_\_\_  
Commissioner, Department of Parks  
Recreation & Cultural Affairs

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



**TENANT:**

POWERTEL/ATLANTA, INC.

A handwritten signature in cursive script, appearing to read "Calvin Gray", written over a horizontal line.

Calvin Gray

ITS: Regional Director, Network Operations

Attest:

A handwritten signature in cursive script, appearing to read "Francis Romeo", written over a horizontal line.

BY:

NAME: Francis Romeo

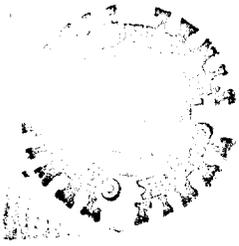


Exhibit  
B-1  
1 of 6

**PARCEL 1:**

All that tract of parcel of land lying and being in Land Lots 141 and 148 of the 14<sup>th</sup> District of originally Henry, now Fulton County, Georgia, and being more particularly described as follows:

BEGINNING at a stone corner located at the corner common to Land Lots 141, 142, 147 and 148 of said district; thence east, along the north land lot line of Land Lot 141, a distance of 134 feet to a point; then south, parallel to the west land lot line of Land Lot 141, a distance of 648 feet to a point located on the northerly right-of-way line of West Hunter Street; thence southwesterly, along the northwesterly right-of-way line of West Hunter Street, 152 feet to a point on the west land lot line of Land Lot 141; thence westerly, along the northerly right-of-way line of West Hunter Street, 289.3 feet to a point; thence north, 327.8 feet to a point; thence west, 361.0 feet to a point; thence north, 317.3 feet to a point located to the southeasterly right-of-way line of the A. B. and A. Railroad; thence northeasterly, along the southeasterly right-of-way line of said railroad, 256.7 feet to a point; thence northerly, along the southeasterly right-of-way line of said railroad, 25 feet to a point; thence northeasterly, along the southeasterly right-of-way line of said railroad, 176 feet to a point located on the north land lot line of Land Lot 148; thence east, along the north land lot line of Land Lot 148, a distance of 231.2 feet to a stone corner and the POINT OF BEGINNING.

<http://TMobile/FultonMozleyPark/exA.parcel1>



Exhibit  
B-1  
2 of 6

**PARCEL 2:**

All that tract or parcel of land lying and being in the City of Atlanta, in Land Lot 148 of the 14th District of originally Henry, now Fulton County, Georgia, and being more particularly described as follows:

BEGINNING on the northwestern side of West Hunter Street at a point 662.7 feet southwesterly from the east line of said land lot, as measured along the northwestern side of West Hunter Street; thence north 708.6 feet to an iron pipe on the southeasterly right-of-way line of the Atlanta, Birmingham & Atlantic Railroad; thence southwesterly, along the southeasterly right-of-way line of said railroad, 43.3 feet to a point; thence northerly, along the southeasterly right-of-way line of said railroad, 25 feet to an iron pipe; thence southwesterly, along the southeasterly right-of-way line of said railroad, 155.6 feet to an iron pipe; thence south, 852.6 feet to an iron pipe on the northwestern side of West Hunter Street; thence northeasterly, along the northwestern side of West Hunter Street, 256.6 feet to the POINT OF BEGINNING.

<http://TMobile/FultonMozleyPark/exA.parcel2>



Exhibit  
B-1  
3 of 6

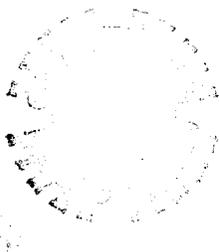
**PARCEL 3:**

All that tract or parcel of land lying and being in the City of Atlanta, in Land Lot 148 of the 14<sup>th</sup> District of originally Henry, now Fulton County, Georgia, and being more particularly described as follows:

BEGINNING on the northern or northwestern side of West Hunter Street, at a point 312.3 feet southwesterly from the east line of said land lot, as measured along the northern or northwestern side of West Hunter Street; thence southwesterly, along the northwestern side of West Hunter Street, 350.4 feet to an iron pipe; thence north, 396.4 feet to the corner of Mozley Park; thence east, along the south side of Mozley Park, 296 feet to a point; thence southerly, 312.5 feet to the northern side of West Hunter Street at the POINT OF BEGINNING.

:

<http://TMobile/FultonMozleyPark/exA/parcel3>



Exhibit

B-1

4 of 6

**PARCEL 4:**

All that tract or parcel of land, lying and being in Land Lot 148 of the 14<sup>th</sup> District of originally Henry, now Fulton County, Georgia, and being more particularly described as follows:

BEGINNING at a point on the north side of Hunter Street where the Mozley property joins the property of Romano; thence easterly, along the northern side of Hunter Street, 175 feet to a point; thence in a northeasterly direction, 970 feet to the south side of the right-of-way of the A. B. and A. Railroad; thence extending westerly, along the south right-of-way line of said railroad, 430 feet to a point; thence southwesterly, 470 feet to the Brown property; thence along the Brown and Romano property to an iron post marking the northeast corner of the Romano property; thence southwesterly, along the east side of the Romano property, 449.4 feet to the POINT OF BEGINNING.

<http://TMobile/FultonMozleyPark/exA/parcel4>

Exhibit  
B-1  
5 of 6

**PARCEL 5:**

All that tract or parcel of land lying and being in Land Lot 148 of the 14<sup>th</sup> District of Fulton County, Georgia, and being more particularly described as follows:

BEGINNING at a point on the north side of West Hunter, 919.3 feet westerly, from the intersection of the east land lot line of Land Lot 148 and the northern side of West Hunter Street, as measured along the curve of West Hunter Street, and the southwest corner of property belonging to the City of Atlanta; thence northerly, along the line of property of City of Atlanta, 852.6 feet to the southeasterly right-of-way line of A. B. & A Railroad; thence westerly, along the southeasterly right-of-way line of said railroad, 326.7 feet, more or less, to other property belonging to the City of Atlanta; thence southerly, along the line of said last named property, 970 feet, more or less, to West Hunter Street; thence running northeasterly, along the north side of West Hunter Street, 365 feet, more or less, to an iron pin at the POINT OF BEGINNING.

<http://TMobile/FultonMozleyPark/exA.parcel5>



Exhibit  
B-1  
6 of 6

**Parcel 6:**

All that tract of parcel of land lying and being in Land Lot 148 of the 14<sup>th</sup> District of originally Henry, now Fulton County, Georgia, and being more particularly described as follows:

BEGINNING on the northern or northwestern side of West Hunter Street at a point 289.3 feet southwesterly from the east line of said land lot, as measured along the northern or northwestern side of West Hunter Street; thence north, along the west side of Mozley Park, 317.7 feet to an iron pipe; thence west, along the south side of Mozley Park, 65.5 feet, more or less, to a point; thence southerly, 312.5 feet, more or less, to West Hunter Street; thence northeasterly, along the northwestern side of West Hunter Street, 23 feet to the POINT OF BEGINNING.

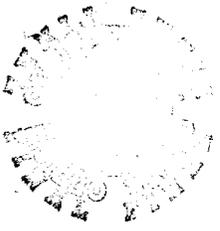
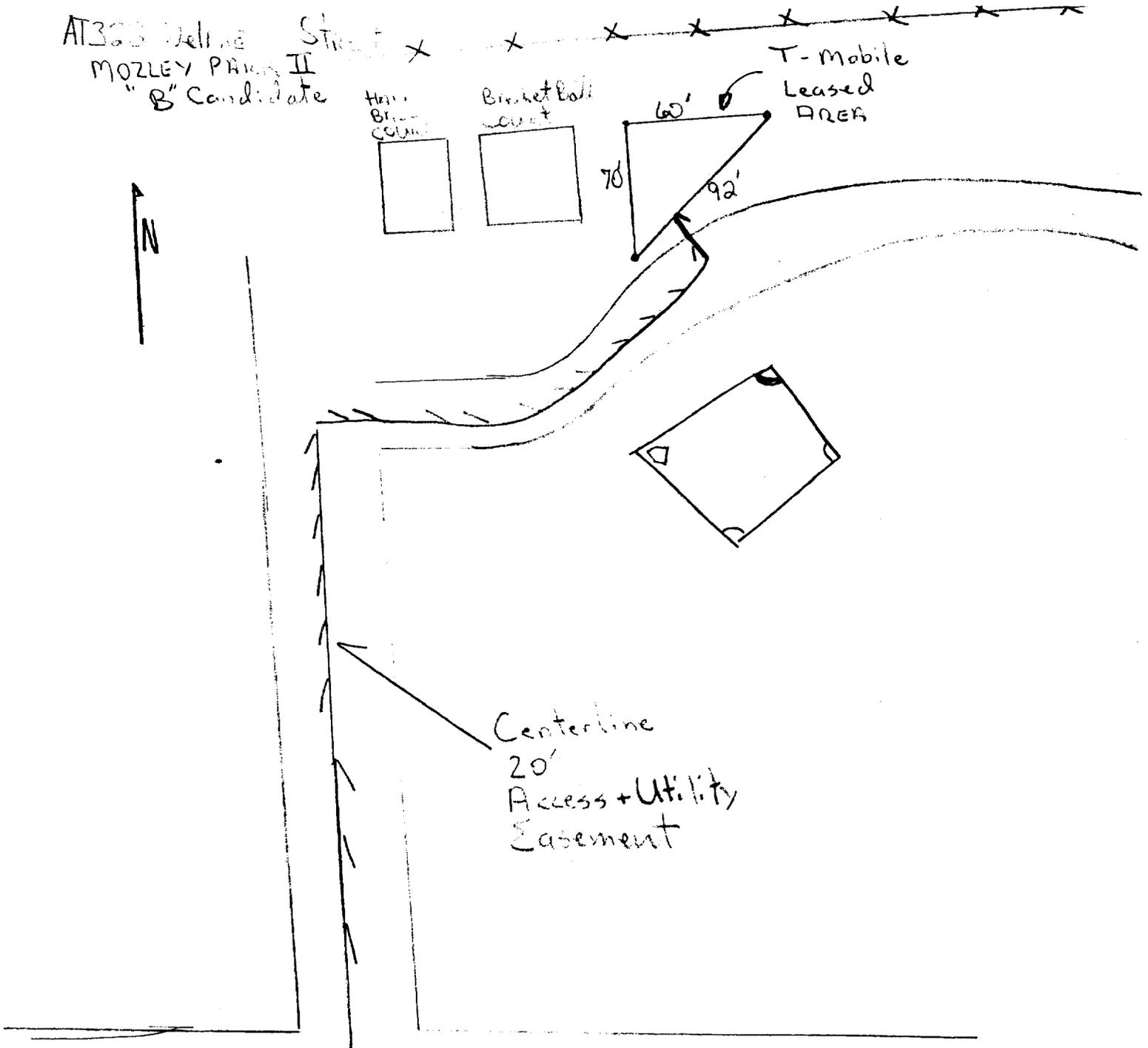


Exhibit  
B-2

The location of the Premises within the Property (together with access and utilities)  
is more particularly described and depicted as follows:



MLK JR DRIVE





to allow tenant full access for purposes of Tenant's easement set forth in the immediately preceding sentence.

Other special access requirements:

Landlord Contact for Emergency: Chick Vossen, Executive Assistant, 404-330-6414

Tenant Contact for Emergency: Network Operations Center, 888-563-9835

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

**LANDLORD:**

ATTEST:

CITY OF ATLANTA:  
Approved:

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

\_\_\_\_\_  
Mayor

RECOMMENDED:

APPROVED AS TO FORM:

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

RECOMMENDED:

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

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

RECOMMENDED:

RECOMMENDED:

\_\_\_\_\_  
Commissioner, Department of Parks  
Recreation & Cultural Affairs

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



**TENANT:**

POWERTEL/ATLANTA, INC.

Jim Covert 4/6/04  
Calvin Gray Jim Covert - SE Region Eng/Ops  
ITS: Regional Director, Network Operations

Attest:

BY: \_\_\_\_\_

NAME: \_\_\_\_\_

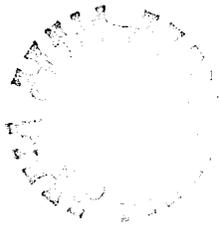


EXHIBIT  
B-1  
(1 ONE OF 2)

Land Lots 14 and 15 of the 14th District of Fulton County, Georgia, more particularly described as follows:

BEGINNING at a point on the Northern side of Austin Avenue three hundred fifty-seven and two-tenths (357.2) feet southwesterly along the same from the corner formed by the intersection of the North side of said Avenue with the Western side of Moreland Avenue; said point of beginning being at the Southwest corner of property now or formerly owned by Mrs. Ruth Fowler Phillips, as trustee; thence running west along the North side of Austin Avenue ninety (90) feet to the line of property now or formerly owned by Roy M. Jones; thence North along the east line of said Jones property one hundred seventy-two and eight-tenths (172.8) feet to a corner; thence Northwesterly along the northeastern line of the subdivision of A. F. Moreland Property, as shown by plat recorded in plat book 4, page 54, Fulton County Records, two hundred sixty-three and eight-three hundredths (263.83) feet to a corner; thence Northeasterly two hundred sixty-three and seven-tenths (263.7) feet to the Southeastern corner of property now or formerly owned by M. C. Rutledge at the terminus of the West line of a twelve (12) foot driveway or alley; thence Northwesterly along the Northeastern line of said Rutledge Property, two hundred four and eight-tenths (204.8) feet to Euclid Avenue; thence Northeasterly along the Southeast side of said Avenue twelve (12) feet to the line of property now or formerly owned by Commercial Theatres; thence southeasterly along the line of said Commercial Theatres Property two hundred six and two-tenths (206.2) feet to the southwest corner of the same; thence Northeasterly along the Southeast line of said property one hundred (100) feet to a corner on the line of property formerly owned by Mrs. Carrie L. Niall; thence East along the side of said Niall Property one hundred sixty-six and seven-tenths (166.7) feet to a corner; thence North eighty (80) feet to a corner; thence East two hundred forty-three (243) feet to Moreland Avenue; thence South along the West side of Moreland Avenue four hundred sixteen (416) feet to a point one hundred (100) feet North of its intersection with the North side of Austin Avenue; thence East three hundred fifty-three (353) feet to a corner; thence South one hundred seventy-two and three-tenths (172.3) feet to the point of beginning; as shown on a plat of said property by L. E. Fitzpatrick, C. E., dated August 1948, in the files of the Atlanta Title Company.

The grantor herein has paid the 1948 City taxes; the grantee herein agrees to assume and pay the 1948 State & County taxes on the within described property.



## Perceta Watkins

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**To:** Chick Vossen  
**Subject:** RE: Cell Towers at Bass Recreation Center and Mozley Park

-----Original Message-----

**From:** Chick Vossen  
**Sent:** Friday, May 21, 2004 9:10 AM  
**To:** Perceta Watkins  
**Subject:** FW: Cell Towers at Bass Recreation Center and Mozley Park

-----Original Message-----

**From:** Jay Lowery  
**Sent:** Thursday, May 20, 2004 9:09 AM  
**To:** Chick Vossen  
**Cc:** Dianne Harnell Cohen; Debra F. Harris  
**Subject:** Cell Towers at Bass Recreation Center and Mozley Park

Commissioner Harnell Cohen and I have reviewed the plans for the placement of Cell Towers at Bass Recreation Center and Mozley Park. We are in agreement of placing these towers at these two sites and encourage you to move forward in the process to complete this project.

Thanks in advance in bring this project to a successful conclusion.

Jay W. Lowery  
Director of Parks



6-07-04 Council Meeting		
ITEMS ADOPTED ON CONSENT	ITEMS ADOPTED ON CONSENT	ITEMS ADVERSED ON CONSENT
1. 04-O-0802	43. 04-R-1023	83. 04-R-0975
2. 04-O-0803	44. 04-R-1024	84. 04-R-0976
3. 04-O-0804	45. 04-R-1025	85. 04-R-0977
4. 04-O-0877	46. 04-R-0979	86. 04-R-0978
5. 04-O-0930	47. 04-R-0980	
6. 04-O-0924	48. 04-R-0981	
7. 04-O-0929	49. 04-R-0982	
8. 04-O-0787	50. 04-R-0983	
9. 04-O-0654	51. 04-R-0984	
10. 04-O-0655	52. 04-R-0985	
11. 04-O-0817	<b>ITEMS ADVERSED</b>	
12. 04-O-0818	<b>ON CONSENT</b>	
13. 04-O-0819	53. 04-R-0944	
14. 04-O-0820	54. 04-R-0945	
15. 04-O-0939	55. 04-R-0946	
16. 04-R-1002	56. 04-R-0947	
17. 04-R-1003	57. 04-R-0948	
18. 04-R-1004	58. 04-R-0949	
19. 04-R-1005	59. 04-R-0950	
20. 04-R-1010	60. 04-R-0951	
21. 04-R-1011	61. 04-R-0952	
22. 04-R-1012	62. 04-R-0953	
23. 04-R-1015	63. 04-R-0954	
24. 04-R-0935	<b>64.</b> 04-R-0955	
25. 04-R-1008	65. 04-R-0956	
26. 04-R-1000	66. 04-R-0957	
27. 04-R-1001	67. 04-R-0958	
28. 04-R-0942	68. 04-R-0959	
29. 04-R-0927	69. 04-R-0960	
30. 04-R-0943	70. 04-R-0962	
31. 04-R-1019	71. 04-R-0963	
32. 04-R-0635	72. 04-R-0964	
33. 04-R-0989	73. 04-R-0965	
34. 04-R-0991	74. 04-R-0966	
35. 04-R-0993	75. 04-R-0967	
36. 04-R-0814	76. 04-R-0968	
37. 04-R-0926	77. 04-R-0969	
38. 04-R-0994	78. 04-R-0970	
39. 04-R-0995	79. 04-R-0971	
40. 04-R-0996	80. 04-R-0972	
41. 04-R-0997	81. 04-R-0973	
42. 04-R-0998	82. 04-R-0974	

04-R-0995  
 (Do Not Write Above This Line)

A RESOLUTION BY FINANCE/EXECUTIVE COMMITTEE

A RESOLUTION AUTHORIZING THE MAYOR OR HER DESIGNEE TO AMEND THE MASTER LEASE AGREEMENT WITH POWERTEL/ATLANTA, INC., TO ADD MOZLEY PARK AND BASS RECREATION CENTER TO THE MASTER SITE LEASE; AND TO CO-LOCATE ON THESE SITES CERTAIN ANTENNAS AND COMMUNICATIONS EQUIPMENT ON THE LEASED SPACE; ALL REVENUE GENERATED PLUS ESCALATIONS AS CALLED FOR IN THE MASTER LEASE AGREEMENT SHALL BE DEPOSITED INTO THE APPROPRIATE TURST FUND, ACCOUNT, AND CENTER NUMBER 3P02, 462101, NZ1D14B69999 TRUST/CITYWIDE PARKS/PLAYGROUND IMPROVEMENTS.

ADOPTED BY

JUN 07 2004

COUNCIL

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

Date Referred  
 Referred To:  
 Date Referred  
 Referred To:  
 Date Referred  
 Referred To:  
 Date Referred  
 Referred To:

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

First Reading

*John Lee*  
 Date 6-2-04  
 Chair *John Lee*

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

Members  
*[Signatures]*

Refer To \_\_\_\_\_

Committee

Date

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

Members

Refer To

Committee

Date

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  
 JUN 07 2004  
 COUNCIL PRESIDENT PROTEM

CERTIFIED  
 JUN 07 2004  
 MUNICIPAL CLERK

MAYOR'S ACTION

APPROVED  
 JUN 14 2004  
 MAYOR