

12-0-0911

(Do Not Write Above This Line)

AN ORDINANCE BY  
FINANCE/EXECUTIVE COMMITTEE

AN ORDINANCE AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE AN AMENDMENT TO A LEASE AGREEMENT WITH NEW CINGULAR WIRELESS PCS, LLC. FOR THE LEASE OF CERTAIN CITY-OWNED PROPERTY HAVING AN ADDRESS OF 2630 RIDGEWOOD ROAD AND LOCATED IN LAND LOT 231 OF THE 17<sup>TH</sup> DISTRICT OF FULTON COUNTY, GEORGIA, SAID LEASE AMENDMENT BEING FOR THE PURPOSE OF CORRECTING THE LEGAL DESCRIPTION OF THE LEASED AREA OF THE PROPERTY FOR AN EXISTING CELL TOWER AND RELATED TELECOMMUNICATIONS EQUIPMENT; AND FOR OTHER PURPOSES.

ADOPTED BY

AUG 2 0 2012

COUNCIL

- CONSENT REFER
- REGULAR REPORT REFER
- ADVERTISE & REFER
- 1<sup>ST</sup> ADOPT 2<sup>ND</sup> READ & REFER
- PERSONAL PAPER REFER

Date Referred: 7/15/12  
 Referred To: Finance/Exec  
 Date Referred:  
 Referred To:  
 Date Referred:  
 Referred To:

First Reading

Committee: Finance/Executive  
 Date: 7/15/12  
 Chair: Jeffery A. Moore  
 Referred To: Finance/Executive

Committee

Finance/Executive  
 Date: 8/1/12  
 Chair: Jeffery A. Moore  
 Action: Fav, Adv, Hold (see rev. side)  
 Other:

Members

*[Signatures]*

Refer To

Committee

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

Members

*[Blank lines for signatures]*

Refer To

FINAL COUNCIL ACTION

2<sup>nd</sup> Reading  
 1<sup>st</sup> & 2<sup>nd</sup> Reading  
 3<sup>rd</sup> Reading  
 Consent V Vote  
 RC Vote

CERTIFIED

AUG 2 0 2012

ATLANTA CITY COUNCIL PRESIDENT

*[Signature]*

CERTIFIED

AUG 2 0 2012

*[Signature]*  
MUNICIPAL CLERK

MAYOR'S ACTION

APPROVED

AUG 2 9 2012

WITHOUT SIGNATURE  
BY OPERATION OF LAW



**AN ORDINANCE BY  
FINANCE/EXECUTIVE COMMITTEE**

**AN ORDINANCE AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE AN AMENDMENT TO A LEASE AGREEMENT WITH NEW CINGULAR WIRELESS PCS, LLC FOR THE LEASE OF CERTAIN CITY-OWNED PROPERTY HAVING AN ADDRESS OF 2630 RIDGEWOOD ROAD AND LOCATED IN LAND LOT 231 OF THE 17<sup>TH</sup> DISTRICT OF FULTON COUNTY, GEORGIA, SAID LEASE AMENDMENT BEING FOR THE PURPOSE OF CORRECTING THE LEGAL DESCRIPTION OF THE LEASED AREA OF THE PROPERTY FOR AN EXISTING CELL TOWER AND RELATED TELECOMMUNICATIONS EQUIPMENT; AND FOR OTHER PURPOSES.**

**WHEREAS**, Resolution No. 96-R-0528 authorized the Mayor to negotiate and execute appropriate lease agreements on behalf of the City of Atlanta ("City") with AT&T Wireless, Inc. for the lease of certain city-owned property for installation of equipment needed to operate its broadband personal communication services; and

**WHEREAS**, on May 1, 1996, the City entered into a Master Lease Agreement with AT&T Wireless PCS, Inc. ("Master Lease"); and

**WHEREAS**, on September 25, 1996, the City entered into an associated site lease agreement, pursuant to the Master Lease, (the "Site Lease") to lease ground space to AT&T Wireless PCS, Inc. for the installation of a telecommunications tower (the "Tower") and related telecommunications equipment located on certain city-owned property having an address of 2630 Ridgewood Road, Atlanta, Georgia and located in Land Lot 231 of the 17<sup>th</sup> District of Fulton County, Georgia, which is operated by and through the Department of Watershed Management (the "Property"); and

**WHEREAS**, on December 2, 1996, a first amendment to the Site Lease (the "First Amendment") was executed to change the legal description of the leased area; and

**WHEREAS**, the Tower is actually located in a location different from and outside of the legal description described by the Site Lease, as amended by the First Amendment; and

**WHEREAS**, the Tower is now operated by New Cingular Wireless PCS, LLC doing business as AT&T Mobility, LLC, both of which are successors-in-interest to AT&T Wireless PCS, Inc.; and

**WHEREAS**, the City and New Cingular Wireless PCS, LLC desire to execute a second amendment (the "Second Amendment") to the Site Lease to revise the legal description to correctly reflect the leased area and related access rights, as intended by the parties and as further described in the Second Amendment; and

**WHEREAS**, the leased area, as described in the Second Amendment, will be less than the lease area of record as described in the First Amendment; and



**WHEREAS**, all other terms of the existing lease agreement will remain intact, including the payment terms and length of the lease.

**THE CITY COUNCIL OF THE CITY OF ATLANTA, GEORGIA, HEREBY ORDAINS:**

**SECTION 1.** That the Mayor or his designee is hereby authorized to execute an amendment to the Site Lease between the City of Atlanta and New Cingular Wireless PCS, LLC for the purpose of revising the legal description to correctly identify the leased area of the Property in substantial form as and as more particularly described in the Second Amendment attached hereto as **Exhibit "A"**.

**SECTION 2.** That all legislation in conflict with this ordinance is hereby waived to the extent that there is a conflict.

A true copy,

*Rhonda Dauphin Johnson*  
Municipal Clerk

ADOPTED by the Atlanta City Council  
APPROVED as per City Charter Section 2-403

AUG 20, 2012  
AUG 29, 2012



Cell Site No./Name: AT117/ATLANTA WATER / FA # 10081208  
Market: Georgia

# EXHIBIT A

## SECOND AMENDMENT TO LEASE AGREEMENT

THIS SECOND AMENDMENT TO LEASE AGREEMENT (“Amendment”), dated as of the latter of the signature dates below, is by and between the **CITY OF ATLANTA, GEORGIA**, a municipal corporation of the State of Georgia (hereinafter referred to as “Landlord”) with a billing address of 55 Trinity Avenue SW, Suite 1350, Atlanta, Georgia 30303, Attn: General Billing Administration; and **NEW CINGULAR WIRELESS PCS, LLC**, a Delaware limited liability company, having a mailing address of 12555 Cingular Way, Suite 1300, Alpharetta, Georgia 30004 (hereinafter referred to as “Tenant”).

WHEREAS, Landlord and Tenant (or their respective predecessors-in-interest) are parties to that certain Lease Agreement (Multiple Site Component), dated September 25, 1996 as contemplated by that certain Master Lease Agreement dated May 1, 1996 (the “Lease”), as amended by that certain First Amendment to Lease Agreement dated December 2, 1996 (the “First Amendment”), whereby Landlord leased to Tenant certain Premises, therein described, that are a portion of the real property located in Land Lot 231 in the 17th District of Fulton County, Georgia, said property having a Fulton County Tax Identification Number of 17-0231-LL-035-2, and current address of 2630 Ridgewood Road, Atlanta, Georgia 30327 (collectively, the “Agreement”); and

WHEREAS, Landlord and Tenant desire to amend the Agreement to accurately describe the location and dimensions of the Premises, as originally defined in the Agreement and described in Exhibit “A”; and

WHEREAS, Landlord and Tenant desire to amend the Agreement to modify the notice section thereof; and

WHEREAS, Landlord and Tenant, in their mutual interest, wish to amend the Agreement as set forth below accordingly.

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant agree as follows:

1. **Premises.** Exhibit A to the Agreement is hereby deleted in its entirety and replaced in full with the legal description and plat attached and incorporated herein as Exhibit A-1. In the event of any inconsistency between Exhibit A-1 and the Agreement, Exhibit A-1 will control, except as otherwise provided in this Agreement. Tenant’s use of the Premises, as described in Exhibit A-1 is limited and exclusive of that portion of the Premises reserved for lease by the City of Atlanta to T-Mobile South, LLC, depicted on Exhibit A-1 and hereafter referred to as the “Reserved Area”, pursuant to that certain lease between the City of Atlanta and T-Mobile South, LLC, dated June 5, 2001 (“T-Mobile South, LLC Lease”) for the operation and maintenance of certain telecommunication equipment and facilities within the Reserved Area. Tenant agrees that the Reserved Area shall not be subject to the use by Tenant for any purposes described in the Agreement, unless expressly agreed upon in writing by the T-Mobile South, LLC, or any subsequent lessee of the Reserved Area (so long as T-Mobile South, LLC, or any subsequent lessee of the Reserved Area remains a tenant of the City for use of the Reserved Area) and Landlord. Tenant further agrees that use of the Reserved Area, pursuant to the T-Mobile South, LLC Lease, is not an interference with Tenant’s interests, rights and use of the Premises granted under the Agreement, as amended; and that, Landlord retains the right to utilize the Premises for its own purposes or enter into a lease or other agreement for the use of the Reserved Area with any other third party. Landlord acknowledges that any use of space on the monopole communications tower currently located within the Premises (the “Tower”) by T-Mobile South, LLC, or any subsequent lessee of the Reserved Area will require a separate lease agreement with Tenant for use of the Tower, or with any subsequent owner of the Tower. Landlord further grants Tenant a license for the purpose of ingress and egress across the Property as is reasonably necessary to access the Premises, which license shall be limited to the area more particularly described in the legal description attached as Exhibit A-1 and the -survey also attached in Exhibit A-1, noted as “C/L Proposed 20’ Ingress/Egress Easement” and “20’ Ingress/Egress A Utility Easement” (“Access License”);



**Cell Site No./Name:** AT117/ATLANTA WATER / FA # 10081208

**Market:** GA / City of Atlanta

provided, however, that nothing referenced in survey attached in Exhibit A-1 as to easements or easement areas for purposes of ingress/egress for Tenant shall be construed as granting Tenant an easement on the Property and/or the Premises and shall be construed as defining the Access License area, as specifically granted by Landlord to Tenant in this Agreement. Said license shall be provided continuously and co-terminus with the term of this Lease Agreement, except to the extent that Tenant's access must be limited to comply with the City's applicable security rules, regulations, processes and procedures; and any operational needs of Landlord. Tenant's access shall not be unreasonably limited, except as may be reasonably necessary for Landlord's operational and security needs.

2. **Notices.** Addresses for notices in paragraph 15 of the Lease are hereby amended with the following:

As to Landlord:

City of Atlanta  
Office of Enterprise Assets Management  
68 Mitchell Street Suite 1225  
Atlanta, Georgia 30303  
Attention: Real Estate

with a copy to: City of Atlanta  
Department of Law  
68 Mitchell Street, S.W.  
Suite 4100  
Atlanta, Georgia 30303  
Attention: City Attorney

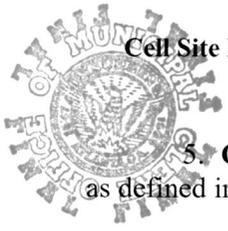
As to Tenant:

New Cingular Wireless PCS, LLC  
Attn: Network Real Estate Administration  
Re: Cell Site # 6160, Cell Site Name AT117/ATLANTA WATER (GA)  
FA No: 10081208  
12555 Cingular Way, Suite 1300  
Alpharetta, GA 30004

with a copy to: New Cingular Wireless PCS, LLC  
Attn: Legal Department  
Re: Cell Site # 6160, Cell Site Name AT117/ATLANTA WATER (GA)  
FA No: 10081208  
1025 Lenox Park Blvd.  
5<sup>th</sup> Floor  
Atlanta, GA 30319

3. **Memorandum of Lease.** Contemporaneously herewith, Landlord and Tenant will execute a Memorandum of Lease memorializing the revised description of the Premises, attached hereto as Exhibit B, as contemplated by paragraph 23(d) of the Lease.

4. **Other Terms and Conditions Remain.** In the event of any inconsistencies between the Agreement and this Amendment, the terms of this Amendment shall control. Except as expressly set forth in this Amendment, the Agreement otherwise is unmodified and remains in full force and effect. Each reference in the Agreement to itself shall be deemed also to refer to this Amendment.



**Cell Site No./Name:** AT117/ATLANTA WATER / FA # 10081208

**Market:** GA / City of Atlanta

5. **Capitalized Terms.** All capitalized terms used but not defined herein shall have the same meanings as defined in the Agreement.

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**SIGNATURES APPEAR ON NEXT PAGE**



**Cell Site No./Name:** AT117/ATLANTA WATER / FA # 10081208

**Market:** GA / City of Atlanta

IN WITNESS WHEREOF, the parties have caused their properly authorized representatives to execute and seal this Amendment on the dates set forth below.

**TENANT:**

New Cingular Wireless PCS, LLC

By: AT&T Mobility Corporation

Its: Manager

Witness: \_\_\_\_\_

Name: \_\_\_\_\_

Witness: \_\_\_\_\_

Name: \_\_\_\_\_

By: \_\_\_\_\_

Name: Neil C. Boyer

Title: Director – Network

Date: \_\_\_\_\_

**LANDLORD:**

City of Atlanta

a municipal corporation of the State of Georgia

**ATTEST:**

\_\_\_\_\_  
Municipal Clerk  
(SEAL)

\_\_\_\_\_  
Mayor

APPROVED AS TO FORM:

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



Cell Site No./Name: AT117/ATLANTA WATER / FA # 10081208

Market: GA / City of Atlanta

TENANT ACKNOWLEDGEMENT

STATE OF GEORGIA )  
 ) ss:  
COUNTY OF \_\_\_\_\_ )

BE IT REMEMBERED, that on this \_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ before me, the subscriber, a person authorized to take oaths in the State of Georgia, personally appeared Neil C. Boyer who, being duly sworn on their oath, deposed and made proof to my satisfaction that they are the person(s) named in the within instrument; and I, having first made known to them the contents thereof, they did acknowledge that they signed, sealed and delivered the same as their voluntary act and deed for the purposes therein contained.

\_\_\_\_\_  
Notary Public: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

LANDLORD ACKNOWLEDGEMENT

STATE OF GEORGIA )  
 ) ss:  
COUNTY OF FULTON )

On the \_\_\_ day of \_\_\_\_\_, in the year 20\_\_\_, before me, the undersigned, personally appeared \_\_\_\_\_, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

\_\_\_\_\_  
Notary Public: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_



Cell Site No./Name: AT117/ATLANTA WATER / FA # 10081208  
Market: GA / City of Atlanta

**EXHIBIT A-1**  
**Page 1 of 5**  
**DESCRIPTION OF PREMISES**

The Premises are described and/or depicted as follows:

**PROPOSED AT&T LEASE AREA**

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 231, 17TH DISTRICT, CITY OF ATLANTA, FULTON COUNTY, GEORGIA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

TO FIND THE POINT OF BEGINNING, COMMENCE AT A 1" IRON ROD FOUND AT THE INTERSECTION OF THE EASTERLY RIGHT-OF-WAY LINE OF RIDGEWOOD ROAD (HAVING A 50-FOOT WIDE RIGHT-OF-WAY) AND THE NORTH LINE OF LAND LOT 231; THENCE LEAVING SAID INTERSECTION AND RUNNING ALONG A TIE LINE, SOUTH 00°41'18" EAST, 198.63 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF RIDGEWOOD ROAD; THENCE LEAVING SAID WESTERLY RIGHT-OF-WAY LINE OF RIDGEWOOD ROAD AND RUNNING, SOUTH 74°04'56" WEST, 246.49 FEET TO A POINT; THENCE, SOUTH 73°16'37" WEST, 509.62 FEET TO A POINT; THENCE, SOUTH 81°53'03" WEST, 513.30 FEET TO A POINT; THENCE, SOUTH 84°20'34" WEST, 160.62 FEET TO A POINT; THENCE, SOUTH 74°48'13" WEST, 95.99 FEET TO A POINT; THENCE, SOUTH 50°14'48" WEST, 21.78 FEET TO A POINT; THENCE ALONG A TIE LINE, SOUTH 39°45'12" EAST, 6.96 FEET TO A POINT; THENCE, SOUTH 83°29'11" WEST, 12.14 FEET TO A POINT; THENCE ALONG A TIE LINE, SOUTH 04°03'03" EAST, 2.50 FEET TO A POINT AND THE TRUE POINT OF BEGINNING; THENCE RUNNING, SOUTH 24°44'47" EAST, 13.36 FEET TO A POINT; THENCE, SOUTH 61°24'51" WEST, 6.69 FEET TO A POINT; THENCE, SOUTH 77°17'12" WEST, 10.35 FEET TO A POINT; THENCE, SOUTH 85°07'29" WEST, 29.02 FEET TO A POINT; THENCE, NORTH 04°38'02" WEST, 18.76 FEET TO A POINT; THENCE, NORTH 67°35'05" EAST, 11.40 FEET TO A POINT; THENCE, SOUTH 71°19'42" EAST, 5.69 FEET TO A POINT; THENCE, SOUTH 80°18'15" EAST, 12.17 FEET TO A POINT; THENCE, NORTH 85°56'57" EAST, 12.91 FEET TO A POINT AND THE TRUE POINT OF BEGINNING.

SAID TRACT CONTAINS 0.0181 ACRES (789 SQUARE FEET), MORE OR LESS.

**RESERVED FOR CITY OF ATLANTA**

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 231, 17TH DISTRICT, CITY OF ATLANTA, FULTON COUNTY, GEORGIA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

TO FIND THE POINT OF BEGINNING, COMMENCE AT A 1" IRON ROD FOUND AT THE INTERSECTION OF THE EASTERLY RIGHT-OF-WAY LINE OF RIDGEWOOD ROAD (HAVING A 50-FOOT WIDE RIGHT-OF-WAY) AND THE NORTH LINE OF LAND LOT 231; THENCE LEAVING SAID INTERSECTION AND RUNNING ALONG A TIE LINE, SOUTH 00°41'18" EAST, 198.63 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF RIDGEWOOD ROAD; THENCE LEAVING SAID WESTERLY RIGHT-OF-WAY LINE OF RIDGEWOOD ROAD AND RUNNING, SOUTH 74°04'56" WEST, 246.49 FEET TO A POINT; THENCE, SOUTH 73°16'37" WEST, 509.62 FEET TO A POINT; THENCE, SOUTH 81°53'03" WEST, 513.30 FEET TO A POINT; THENCE, SOUTH 84°20'34" WEST, 160.62 FEET TO A POINT; THENCE, SOUTH 74°48'13" WEST, 95.99 FEET TO A POINT; THENCE, SOUTH 50°14'48" WEST, 21.78 FEET TO A POINT; THENCE ALONG A TIE LINE, SOUTH 39°45'12" EAST, 6.96 FEET TO A POINT; THENCE, SOUTH 83°29'11" WEST, 12.14 FEET TO A POINT; THENCE ALONG A TIE LINE, SOUTH 04°03'03" EAST, 2.50 FEET TO A POINT AND THE TRUE POINT OF BEGINNING; THENCE RUNNING, SOUTH 24°44'47" EAST, 13.36 FEET TO A POINT; THENCE, SOUTH 61°24'51" WEST, 6.69 FEET TO A POINT; THENCE, SOUTH 77°17'12" WEST, 10.35 FEET TO A POINT; THENCE, NORTH 14°15'25" EAST, 5.97 FEET TO A POINT; THENCE, NORTH 03°16'07" WEST, 11.17 FEET TO A POINT; THENCE, NORTH 85°56'57" EAST, 9.57 FEET TO A POINT AND THE TRUE POINT OF BEGINNING.

SAID TRACT CONTAINS 0.0044 ACRES (192 SQUARE FEET), MORE OR LESS.

**PROPOSED 20' INGRESS-EGRESS NON-EXCLUSIVE LICENSE FOR ACCESS**

TOGETHER WITH A PROPOSED 20-FOOT INGRESS-EGRESS LICENSE FOR ACCESS LYING AND BEING IN LAND LOT 231, 17<sup>TH</sup> DISTRICT, CITY OF ATLANTA, FULTON COUNTY, GEORGIA, BEING SCRIBED BY THE FOLLOWING CENTERLINE DATA:

TO FIND THE POINT OF BEGINNING, COMMENCE AT A 1" IRON ROD FOUND AT THE INTERSECTION OF THE EASTERLY RIGHT-OF-WAY LINE OF RIDGEWOOD ROAD (HAVING A 50-FOOT WIDE RIGHT-OF-WAY) AND THE NORTH LINE OF LAND LOT 231; THENCE LEAVING SAID INTERSECTION AND RUNNING ALONG A TIE LINE, SOUTH 00°41'18" EAST, 198.63 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF RIDGEWOOD ROAD AND THE TRUE POINT OF BEGINNING; THENCE LEAVING SAID WESTERLY RIGHT-OF-WAY LINE OF RIDGEWOOD ROAD AND RUNNING, SOUTH 74°04'56" WEST, 246.49 FEET TO A POINT; THENCE, SOUTH 73°16'37" WEST, 509.62 FEET TO A POINT; THENCE, SOUTH 81°53'03" WEST, 513.30 FEET TO A POINT; THENCE, SOUTH 84°20'34" WEST, 160.62 FEET TO A POINT; THENCE, SOUTH 74°48'13" WEST, 95.99 FEET TO A POINT; THENCE, SOUTH 50°14'48" WEST, 21.78 FEET TO THE ENDING AT A POINT.



Site No./Name: AT117/ATLANTA WATER / FA # 10081208  
Market: GA / City of Atlanta



**EXHIBIT A-1**  
**Page 2 of 5**  
**DESCRIPTION OF PREMISES**

**PROPOSED 5' INGRESS-EGRESS NON-EXCLUSIVE LICENSE FOR ACCESS**

TOGETHER WITH A PROPOSED 5-FOOT INGRESS-EGRESS LICENSE FOR ACCESS LYING AND BEING IN LAND LOT 231, 17<sup>TH</sup> DISTRICT, CITY OF ATLANTA, FULTON COUNTY, GEORGIA, BEING SCRIBED BY THE FOLLOWING CENTERLINE DATA:

TO FIND THE POINT OF BEGINNING, COMMENCE AT A 1" IRON ROD FOUND AT THE INTERSECTION OF THE EASTERLY RIGHT-OF-WAY LINE OF RIDGEWOOD ROAD (HAVING A 50-FOOT WIDE RIGHT-OF-WAY) AND THE NORTH LINE OF LAND LOT 231; THENCE LEAVING SAID INTERSECTION AND RUNNING ALONG A TIE LINE, SOUTH 00°41'18" EAST, 198.63 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF RIDGEWOOD ROAD; THENCE LEAVING SAID WESTERLY RIGHT-OF-WAY LINE OF RIDGEWOOD ROAD AND RUNNING, SOUTH 74°04'56" WEST, 246.49 FEET TO A POINT; THENCE, SOUTH 73°16'37" WEST, 509.62 FEET TO A POINT; THENCE, SOUTH 81°53'03" WEST, 513.30 FEET TO A POINT; THENCE, SOUTH 84°20'34" WEST, 160.62 FEET TO A POINT; THENCE, SOUTH 74°48'13" WEST, 95.99 FEET TO A POINT; THENCE, SOUTH 50°14'48" WEST, 21.78 FEET TO A POINT; THENCE ALONG A TIE LINE, SOUTH 39°45'12" EAST, 6.96 FEET TO A POINT AND THE TRUE POINT OF BEGINNING; THENCE RUNNING, SOUTH 83°29'11" WEST, 12.14 FEET TO A POINT; THENCE, SOUTH 85°56'57" WEST, 12.61 FEET TO A POINT; THENCE, NORTH 80°18'15" WEST, 11.67 FEET TO A POINT; THENCE, NORTH 71°19'42" WEST, 6.43 FEET TO A POINT; THENCE, SOUTH 67°35'05" WEST, 14.42 FEET TO A POINT; THENCE, SOUTH 85°21'58" WEST, 26.25 FEET TO THE ENDING AT A POINT.









**Cell Site No./Name:** AT117/ATLANTA WATER / FA # 10081208

**Market:** GA / City of Atlanta

**EXHIBIT B**

**MEMORANDUM OF LEASE**

Attached hereto.



**Cell Site No./Name:** AT117/ATLANTA WATER / FA # 10081208

**Market:** GA / City of Atlanta

**Prepared by:**

Katie Griffin  
The Lyle Company  
12555 Cingular Way #1296D  
Alpharetta, GA 30004

**Return to:**

New Cingular Wireless PCS, LLC  
12555 Cingular Way, Suite 1300  
Alpharetta, GA 30004  
Attn: Network Real Estate Administration

**Re: Re: Cell Site # 6160, Cell Site Name AT117/ATLANTA WATER (GA)  
FA No: 10081208**

State: GEORGIA  
County: FULTON

**MEMORANDUM OF LEASE**

This Memorandum of Lease is entered into on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the **CITY OF ATLANTA, GEORGIA**, a municipal corporation of the State of Georgia (hereinafter referred to as "Landlord") with a billing address of 55 Trinity Avenue SW, Suite 1350, Atlanta, Georgia 30303, Attn: General Billing Administration; and **NEW CINGULAR WIRELESS PCS, LLC**, a Delaware limited liability company, having a mailing address of 12555 Cingular Way, Suite 1300, Alpharetta, Georgia 30004 (hereinafter referred to as "Tenant").

1. Landlord and Tenant (or their respective predecessors-in-interest) are parties to that certain Lease Agreement (Multiple Site Component), dated September 25, 1996 as contemplated by that certain Master Lease Agreement dated May 1, 1996 (the "Lease"), as amended by that certain First Amendment to Lease Agreement dated December 2, 1996 (the "First Amendment"), whereby Landlord leased to Tenant certain Premises, therein described, that are a portion of the real property located at 2630 Ridgewood Road, Atlanta, Georgia 30327 (collectively, the "Agreement"); and
2. The Agreement has an initial term of five (5) years commencing on February 1, 1997. The Agreement will automatically renew for three (3) separate consecutive additional periods of five (5) years each upon the same terms and conditions of the Agreement, unless Tenant notifies Landlord in writing of Tenant's intention not to renew the Agreement at least sixty (60) days prior to the expiration of the existing term.
3. The Premises leased by Landlord to Tenant are more completely described on Exhibit A-1 attached hereto.
4. This Memorandum of Lease is not intended to amend or modify, and shall not be deemed or construed as amending or modifying, any of the terms, conditions or provisions of the Agreement, all of which are hereby ratified and affirmed. In the event of a conflict between the provisions of this Memorandum of Lease and the provisions of the Agreement, the provisions of the Agreement shall control. The Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, successors, and assigns, subject to the provisions of the Agreement.

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**SIGNATURES APPEAR ON NEXT PAGE**



**Cell Site No./Name:** AT117/ATLANTA WATER / FA # 10081208

**Market:** GA / City of Atlanta

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

**TENANT:**

New Cingular Wireless PCS, LLC

By: AT&T Mobility Corporation

Its: Manager

Witness: \_\_\_\_\_

Name: \_\_\_\_\_

Witness: \_\_\_\_\_

Name: \_\_\_\_\_

By: \_\_\_\_\_

Name: Neil C. Boyer

Title: Director – Network

Date: \_\_\_\_\_

**LANDLORD:**

City of Atlanta

a municipal corporation of the State of Georgia

**ATTEST:**

\_\_\_\_\_  
Municipal Clerk  
(SEAL)

\_\_\_\_\_  
Mayor

APPROVED AS TO FORM:

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



Cell Site No./Name: AT117/ATLANTA WATER / FA # 10081208

Market: GA / City of Atlanta

TENANT ACKNOWLEDGEMENT

STATE OF GEORGIA )  
 ) ss:  
COUNTY OF \_\_\_\_\_ )

BE IT REMEMBERED, that on this \_\_\_ day of \_\_\_\_\_, 20\_\_\_ before me, the subscriber, a person authorized to take oaths in the State of Georgia, personally appeared Neil C. Boyer who, being duly sworn on their oath, deposed and made proof to my satisfaction that they are the person(s) named in the within instrument; and I, having first made known to them the contents thereof, they did acknowledge that they signed, sealed and delivered the same as their voluntary act and deed for the purposes therein contained.

\_\_\_\_\_  
Notary Public: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

LANDLORD ACKNOWLEDGEMENT

STATE OF GEORGIA )  
 ) ss:  
COUNTY OF FULTON )

On the \_\_\_ day of \_\_\_\_\_, in the year 20\_\_\_, before me, the undersigned, personally appeared \_\_\_\_\_, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

\_\_\_\_\_  
Notary Public: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_