

#2741

13-0-1232

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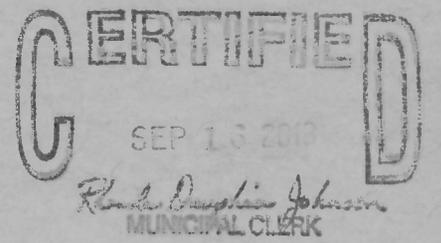
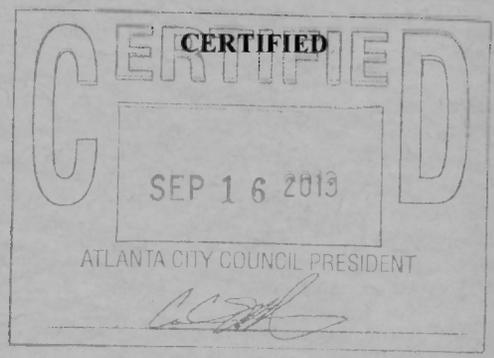
First Reading

Committee Fin/Exec  
Date 8-28-13  
Chair \_\_\_\_\_  
Referred To \_\_\_\_\_

FINAL COUNCIL ACTION

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

AN ORDINANCE BY FINANCE/EXECUTIVE COMMITTEE  
AN ORDINANCE AUTHORIZING THE MAYOR OR HIS DESIGNEE TO ENTER INTO AN APPROPRIATE CONTRACTUAL AGREEMENT WITH THE NORTH FULTON REGIONAL RADIO SYSTEM AUTHORITY FOR THE LEASE OF CERTAIN SPACE ON AND ADJACENT TO A COMMUNICATIONS TOWER LOCATED AT 3201 ROSWELL ROAD FOR THE PURPOSE OF INSTALLING CERTAIN COMMUNICATIONS EQUIPMENT ASSOCIATED WITH A REGIONAL PUBLIC SAFETY RADIO SYSTEM WITH ALL REVENUE GENERATED FROM SAID LEASE TO BE DEPOSITED INTO ACCOUNT 1001 (GENERAL FUND) 240201 (APD POLICE ADMINISTRATION) 3810101 (EQUIPMENT RENTAL) 3210000 (POLICE ADMINISTRATION); AND FOR OTHER PURPOSES.



CONSENT REFER    ADOPTED BY  
 REGULAR REPORT REFER  
 ADVERTISE & REFER    SEP 16 2013  
 1<sup>ST</sup> ADOPT 2<sup>ND</sup> READ & REFER    COUNCIL  
 PERSONAL PAPER REFER

Committee Fin/Exec  
Date 9-11-13  
Chair Jadream  
Action \_\_\_\_\_  
Fav, Adv, Hold (see rev. side) \_\_\_\_\_  
Other \_\_\_\_\_

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

MAYOR'S ACTION

Date Referred 9/3/13  
Referred To: Finance/Exec  
Date Referred \_\_\_\_\_  
Referred To: \_\_\_\_\_  
Date Referred: \_\_\_\_\_  
Referred To: \_\_\_\_\_

Members [Signature]  
[Signature]  
Refer To \_\_\_\_\_

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

APPROVED  
SEP 25 2013  
WITHOUT SIGNATURE  
BY OPERATION OF LAW

**AN ORDINANCE BY  
FINANCE EXECUTIVE COMMITTEE**

**13- 0 -1232**

**AN ORDINANCE AUTHORIZING THE MAYOR OR HIS DESIGNEE TO ENTER INTO AN APPROPRIATE CONTRACTUAL AGREEMENT WITH THE NORTH FULTON REGIONAL RADIO SYSTEM AUTHORITY FOR THE LEASE OF CERTAIN SPACE ON AND ADJACENT TO A COMMUNICATIONS TOWER LOCATED AT 3201 ROSWELL ROAD FOR THE PURPOSE OF INSTALLING CERTAIN COMMUNICATIONS EQUIPMENT ASSOCIATED WITH A REGIONAL PUBLIC SAFETY RADIO SYSTEM WITH ALL REVENUE GENERATED FROM SAID LEASE TO BE DEPOSITED INTO ACCOUNT 1001 (GENERAL FUND) 240201 (APD POLICE ADMINISTRATION) 3810101 (EQUIPMENT RENTAL) 3210000 (POLICE ADMINISTRATION); AND FOR OTHER PURPOSES.**

**WHEREAS**, the City of Atlanta (“City”) owns property situated at 3201 Roswell Road, Atlanta, Georgia 30305, which is currently operated by Atlanta Fire Station #21 (hereinafter, the “Property”); and

**WHEREAS**, the City owns a 400-foot self-supported communications tower (the “Tower”) on the Property; and

**WHEREAS**, the Atlanta Police Department (APD) operates and maintains the Tower as part of its public safety radio system; and

**WHEREAS**, the State of Georgia created the North Fulton Regional Radio System Authority (the “Authority”) in the 2013-2014 Regular Legislative System via House Bill 526 as passed by the Georgia Senate and House of Representatives and subsequently signed by the Governor; and

**WHEREAS**, the general purpose of the Authority is to provide for the development of a interoperable, high quality, regional communication system for public safety and public service (the “Radio System”); and

**WHEREAS**, the Authority became effective on July 1, 2013, with initial membership consisting of the City of Sandy Springs, the City of Alpharetta, the City of Roswell and the City of Milton; and

**WHEREAS**, the Authority has identified the Tower as an ideal location for the installation of communications equipment essential to creation of the Radio System and wishes to lease space from the City at the Property; and

**WHEREAS**, APD is willing to allow the Authority to co-locate its equipment on the Tower; and

**WHEREAS**, any lease agreement with the Authority shall be subject to a structural analysis and radio frequency interference study satisfactory to the City.



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

**SECTION 1:** That the Mayor or his designee is authorized to execute a lease with the Authority generally in the form of that document attached as Exhibit "A" (the "Lease") and for the purposes of leasing approximately 288 square feet of ground space at the Property as well as certain space on the Tower for the installation of certain equipment associated with the operation of the Authority's Radio System.

**SECTION 2:** That the City Attorney, or her designee, is directed to prepare appropriate documents for execution by the Mayor in order to facilitate this transaction.

**SECTION 3:** That the Lease shall be for one term for a period of ten years with an option to renew at the mutual consent of the City and the Authority.

**SECTION 4:** That the Authority shall pay the City a monthly payment of \$2,500, said payment increasing at a rate of 3% upon the annual anniversary of commencement date of the lease.

**SECTION 5:** That the City shall receive an additional \$300 per month from the Authority or Fulton County in the event that Fulton County becomes a licensed user of the Authority's system.

**SECTION 6:** That all revenue generated by the Lease shall be deposited into Account 1001 (General Fund) 240201 (APD Police Administration) 3810101 (Equipment Rental) 3210000 (Police Administration).

**SECTION 7:** That all other ordinances and parts of ordinances in conflict herewith are hereby waived to the extent of the conflict.

A true copy,

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

September 16, 2013  
September 25, 2013

*Rhonda Dauphin Johnson*  
Municipal Clerk



# EXHIBIT A

DRAFT

## GROUND AND TOWER LEASE AGREEMENT

This Tower Access Lease Agreement, dated \_\_\_\_\_, 2013 ("Agreement"), by and between **CITY OF ATLANTA**, a municipal corporation of the State of Georgia ("Lessor"), with its principal office at 55 Trinity Avenue, Suite 2500, Atlanta, Georgia and the **NORTH FULTON REGIONAL RADIO SYSTEM AUTHORITY**, a political subdivision of the State of Georgia ("Lessee"), with its principal office at \_\_\_\_\_, \_\_\_\_\_, Georgia \_\_\_\_\_.

### WITNESSETH:

WHEREAS, Lessor owns a certain parcel of property, having an address of 3201 Roswell Road, Atlanta, Fulton County, Georgia and being identified as Fulton County tax identification numbers 17-0099-0003-009-4, 17-0099-0003-019-3, and 17-0099-0003-020-1 (hereinafter the "Property"); and

WHEREAS, Lessor hereby leases and demises to Lessee and Lessee hereby leases and accepts from Lessor certain space on a self-supporting tower and a portion of the Property being a tract that is 12 feet by 24 feet and containing approximately 288 square feet, said tract being more particularly described in that certain plat and legal description attached and incorporated into this Agreement as Exhibit A (said real property and tower space hereinafter collectively referred to as the "Premises") for the purposes of installing and operating certain telecommunications equipment (hereinafter, the "Lessee's Equipment"); and

WHEREAS, Lessor is the owner of a 400-foot, three-face, self-supporting tower (hereinafter, the "Tower") that is situated on the Property. In addition to the ground space described above, the Premises shall also include space on the Tower for the placement of antennas and other related equipment that are considered as part of Lessee's Equipment. Lessee's Equipment installed on the Tower are to be situated at approximately ) (insert height locations here), all as more specifically shown on the construction drawings later described in the Agreement and incorporated herein.

WHEREAS, Lessor hereby leases and demises to Lessee and Lessee hereby leases and accepts from Lessor a non-exclusive right for ingress and egress, seven (7) days a week, twenty-four (24) hours a day, on foot or motor vehicle, including trucks, on, over and across a portion of the Property, and within the area more particularly described as a 20-foot wide area ("Access Area") also shown on Exhibit A, said access rights being for the purpose of accessing the Premises and exercising the rights and privileges granted in this Agreement, including the installation and maintenance of certain utility wires, poles, cables, conduits, and pipes (the "Utility Facilities") to serve the Premises. Any installation or maintenance within the Access Area must be approved by Lessor prior to the start of work. Lessor reserves the right to require that any Utility Facilities located within the Access Area be installed underground.

WHEREAS, Lessee has provided construction drawings (the "Construction Drawings") sealed by a professional engineer (P.E.) that details the Lessee's Equipment to be installed on the Premises. Lessee has also provided specification sheets (the "Specification Sheets") for all equipment to be installed on the Tower. The Construction Drawings and Specification Sheets shall be incorporated into the Agreement as Exhibit B. The Construction Drawings may be marked "Preliminary" at the execution of this Agreement, but must be replaced with final as-built plans within 90 days after the completion of installation of the Lessee's Equipment and Utility Facilities, subject to Lessor's approval.



NOW THEREFORE, in consideration of the mutual and reciprocal promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Lessor and Lessee do hereby represent, covenant, and agree as follows:

**ARTICLE I  
DEFINITIONS**

Section 1.1- Definitions of Words and Terms. In addition to any words and terms defined elsewhere in this Agreement, capitalized words and terms used in this Agreement shall have the meanings given to such words and terms in this Section 1.1.

“Agreement” means this Ground and Tower Lease Agreement between Lessor and Lessee, along with any exhibits, supplements, amendments, or modifications made in accordance with the provisions hereof.

“Effective Date” means the date of the Agreement.

“FAA” means the United States Federal Aviation Agency.

“FCC” means the United States Federal Communications Commission.

“Impositions” means all federal, state, or local taxes, general and special assessments, fees, and regulatory charges of whatever nature which may be lawfully taxed, charged, levied, assessed, or imposed upon or against the Tower or any part thereof leased hereby to Lessee.

“Lessee’s Equipment” means that personal property described as Lessee’s Equipment in Exhibit B, which is attached hereto and incorporated herein.

“Lease Payment” means the amount which is due and payable on the Lease Payment Date as described in Article IV of this Agreement and further detailed in the Lease Payment Schedule attached and incorporated herein as Exhibit C.

“Lease Payment Date” means the first day of the month following the Effective Date and every first day of the month following to the end of the Lease Term or earlier termination of the Agreement.

“Lease Term” means the length of the lease, commencing on the Effective Date.

“Notice Address” means:

(a) With respect to Lessor:

City of Atlanta  
Atlanta Police Department  
226 Peachtree Street  
Atlanta, Georgia 30303  
Attn: Communications Commander



with copies to:

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

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

(b) With respect to Lessee:

North Fulton Regional Radio System Authority

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

with copy to:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Attorney for the Lessee

“Premises” means that ground space and space on the Tower leased by Lessor to Lessee for the installation and operation of Lessee’s Equipment, more specifically described in Exhibit A, which is attached hereto and incorporated herein.

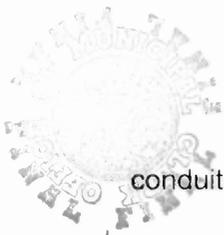
“Property” means that larger parcel of real property owned by Lessor where the Premises is located.

“Public Safety Agency” means any governmental agency providing law enforcement, emergency management, fire fighting, ambulance, emergency medical, or other emergency services.

“State” means the State of Georgia.

“Tower” means the communication tower as described in Exhibit A, which is attached hereto and incorporated herein.

“Utilities” means the labor, and actual costs of providing and supplying gas, electrical and telephone service (if required) to Lessee’s Equipment.



“Utilities Facilities” means certain utility equipment, including wires, poles, cables, conduits, and pipes necessary to provide utility service to the Premises.

Section 1.2- Rules of Interpretation.

(a) Unless the context shall otherwise indicate, words importing the singular number shall include the plural and vice versa, and words importing persons shall include firms, associations, and corporations, including public bodies, as well as natural persons.

(b) All references in this Agreement to designated “Articles,” “Sections,” and other subdivisions are, unless otherwise specified, to the designated Articles, Sections, and subdivisions of this instrument as originally executed. The words “herein,” “hereof,” “hereunder,” and other words of similar import refer to this Agreement as a whole and not to any particular Article, Section, or other subdivision.

**ARTICLE II  
REPRESENTATIONS**

Section 2.1 Representations by Lessor. Lessor makes the following representations:

(a) Lessor is a municipal corporation of the State existing under the Constitution and laws of the State. Lessor has lawful power and authority to enter into this Agreement and to carry out its obligations hereunder and by proper action of Lessor’s governing body has been duly authorized to execute and deliver this Agreement, acting by and through its duly authorized representatives.

(b) Lessor, except as otherwise provided herein or by law, will not, during the Lease Term, in whole or in part, permit any lien, claim, or encumbrance to be placed against the leasehold interest conveyed hereby by Lessor to Lessee (hereinafter, the “Leasehold Interest”), provided and for so long as Lessee’s use of the Leasehold Interest hereunder does not interfere with or otherwise reduce Lessor’s ability to use the Property or reduce the ability of other prior-existing tenants of Lessor to use the Tower.

(c) To the best of its knowledge, Lessor owns fee title to the Tower and the Property.

(d) Lessor represents and warrants that, to the best of its knowledge, its operation of the Tower, exclusive of Lessee’s Equipment and the equipment of other lessees, including all cabling and the lighting system, meets all applicable laws, rules and regulations including, without limitation, rules and regulations of the FCC, FAA and all applicable local codes and regulations. Lessor shall maintain the Tower in its current condition, less normal wear and tear.

(e) With Lessor’s consent, said consent not to be unreasonably delayed, denied or conditioned, Lessee may, at Lessee’s cost and expense, install any equipment that Lessee may deem appropriate to remotely monitor the Tower (the “Remote Monitoring System”) for compliance with government regulations. Upon request from Lessor, Lessee shall allow Lessor access to the Remote Monitoring System at no cost to Lessor. Such monitoring shall not relieve Lessor of the primary responsibility for compliance with Tower maintenance or lighting requirements. Lessor reserves the right to require Lessee to submit a passing structural report and/or an interference study prior to the installation of the Remote Monitoring System.

(f) Nothing contained herein shall be deemed to restrict Lessor’s ability to lease other areas of the Tower or the Property or restrict Lessor’s ability to allow other tenants to



upgrade their equipment on the Tower. Lessor shall take appropriate precautions to ensure that any new equipment added to the Tower after installation of the Lessee's Equipment does not interfere with the operation of Lessee's Equipment.

Section 2.2- Representations by Lessee. Lessee makes the following representations as the basis for the undertakings on its part herein contained:

(a) Lessee is a political subdivision of the State.

(b) Lessee has lawful power and authority to enter into this Agreement and to carry out its obligations hereunder and by proper action of Lessee's governing body has been duly authorized to execute and deliver this Agreement, acting by and through its duly authorized representatives.

(c) Lessee will not use the Leasehold Interest in any manner, whether directly or indirectly, which will interfere with or otherwise reduce Lessor's or any prior existing Public Safety Agency's use of the Tower or the Property, or any other prior existing governmental or non-governmental use of the Tower or the Property.

### ARTICLE III GRANTING PROVISIONS

Section 3.1- Granting of Leasehold Estate. Lessor, in consideration of the Lease Payment and covenants and agreements of Lessee hereinafter set forth, does agree to lease to Lessee the Premises, as described in Exhibit A.

Section 3.2- Lease Term.

(a) The initial term of this Agreement (hereinafter, the "Lease Term") shall be ten (10) years from the Effective Date. This Agreement may be extended for one (1) additional term of no more than ten (10) years by mutual consent and approval of Lessor and Lessee. Under no circumstances shall this Agreement automatically renew.

(b) If the Tower is damaged by fire, casualty, natural disaster, or other similar cause so as to render it and/or them untenable, the Lease Payment shall abate from the date of such damage and shall not resume until the Tower is restored to tenantable condition. In the event the damage shall render restoration by Lessor impossible within sixty (60) days of the time of such damage, Lessee may elect to void this Agreement and the obligation to occupy and to pay any unpaid balance of the Lease Payment shall cease from the date of said damage; provided, that the unpaid balance of Lease Payment due and owing Lessor shall be prorated as of such termination date and paid in full by Lessee. Any prepaid Lease Payment shall be returned to Lessee for the period the Premises are untenable.

(c) Lessor reserves the right to terminate this Agreement for any of the following reasons:

(1) Lessee fails to comply with FCC regulations or Lessee's use of the Tower interferes with Lessor's use or use of the Tower by any other prior-existing tenants; provided, however, that Lessor shall notify Lessee in writing of such interference. If Lessee fails to cure the failure within thirty (30) days after the date Lessor deposits in the United States Mail, postage prepaid to Lessee, a notice to cure such failure, Lessor shall



notify Lessee that this Agreement shall be terminated thirty (30) days from the date of such notice.

(2) Violation by Lessee of any provision of this Agreement; provided, however, that Lessor shall notify Lessee in writing of such violation and Lessee fails to correct the violation within thirty (30) days of the date Lessor deposits in the United States Mail, postage prepaid to Lessee, a written notice thereof. It shall be the responsibility of Lessee to notify Lessor upon correction of the violation.

(d) Lessee reserves the right to terminate this Agreement for any of the following reasons:

(1) Lessor's or any other tenant's use of the Tower interferes with Lessee's use of the Premises; provided, however, that Lessee shall notify Lessor in writing of such interference and provide an interference study proving same. If Lessor fails to cure the failure within thirty (30) days after the date Lessee deposits in the United States Mail, postage prepaid and restricted delivery addressed to Lessor, a notice to cure such failure, Lessee may notify Lessor that this Agreement shall be terminated thirty (30) days from the date of such notice.

(2) Violation by Lessor of any provision of this Agreement; provided, however, that Lessee shall notify Lessor in writing of such violation and Lessor fails to correct the violation within thirty (30) days of the date Lessee deposits in the United States Mail, postage prepaid to Lessor, a written notice thereof. It shall be the responsibility of Lessor to notify Lessee upon correction of the violation.

Section 3.3: Maintenance of Lessee's Equipment. Lessee shall be responsible for and shall pay for all necessary maintenance and repairs to Lessee's Equipment, except such maintenance and repairs as may be necessitated by or as a result of the malfeasance of Lessor, in which case the costs of such reasonable repairs shall be charged to and paid by Lessor. Unless an emergency situation, Lessee shall provide Lessor with a quote for any work Lessee expects to be paid for by Lessor. Lessee also agrees to the following:

(a) Lessee shall not contract for or on behalf of Lessor for work on, or furnishing of materials to, the Property, and Lessee must pay all subcontractors, subconsultants, materialmen, mechanics, or laborers promptly for any work or materials claimed to have been furnished at the instance of Lessee on the Property.

(b) Lessee shall not store materials and equipment in streets, roads, or areas open to the public without prior approval of Lessor. Construction materials and equipment may not be stored at the Property before it is needed and not for more than five (5) days after it is no longer needed. All materials or equipment not installed or used within five (5) days after unloading it must be stored elsewhere (not on the Property) by Lessee at its expense.

(c) Lessee shall comply with all load restrictions applicable to hauling materials on public roads. Damage caused by Lessee or its subcontractors or subconsultants by excessive loads must be repaired at Lessee's expense.

(d) If any portion of the Property is damaged from Lessee's construction, maintenance or operation of the Lessee's Equipment and/or Utility Facilities, Lessee must repair such damage and restore the Property to substantially the condition in which the Property was immediately before the damage.



(e) Any portion of ground space within the Premises that is not covered by impervious surface (e.g. concrete) shall be covered with weed-prevention fabric and gravel.

(f) Lessee shall construct and maintain the Lessee's Equipment and Utility Facilities, and maintain the Premises and Access Area:

(1) in good condition, reasonable wear and tear and damage from the elements excepted;

(2) in accordance with the professional standard of care applicable to engineering practices and industry standards;

(3) in accordance with the National Electrical Safety Code; and

(4) in accordance with all applicable federal, state and local environmental laws and regulations;

(g) The Premises shall:

(1) not be used for storage of unused equipment and materials; and

(2) be kept free of unused materials and equipment, debris and other trash, as well as plant, vine and weed overgrowth.

Section 3.4. Removal of Lessee's Equipment. All Lessee's Equipment placed upon the Premises by Lessee during the Lease Term or any renewal thereof shall remain the sole property of Lessee. Lessee shall, upon expiration of the Lease Term or earlier termination of this Agreement, cease its operations at the Property. Should Lessee continue operations at the Property after the end of term or early termination of the Agreement, the Lease Payment shall continue to be due as during the Lease Term, including any annual escalation.

Within ninety (90) days of expiration of the Lease Term or after any earlier termination of this Agreement for any reason including default of either party (hereinafter, the "Removal Period"), Lessee shall remove all of Lessee's Equipment, including but not limited to, building(s), antenna structure(s), footings (down to three (3) feet below grade at a minimum), conduits, fixtures and all personal property and otherwise restore the Property to its original condition, reasonable wear and tear excepted. Unless otherwise requested by Lessor, Lessee shall also remove any of the Utility Facilities that were installed above ground for the sole purpose of serving the Premises. Upon written notice of removal of the Lessee's Equipment and Utility Facilities required herein to Lessor, Lessor will provide to Lessee written confirmation that it agrees that the Lessee's Equipment and Utility Facilities have been removed as required. Absent such written confirmation, Lessor will not consider the removal of the Lessee's Equipment and Utility Facilities complete; provided, however, that if Lessor fails to respond to Lessee's notice (either confirming or disputing that the Lessee's Equipment have been removed) within twenty (20) days of receipt of such notice, Lessor will be deemed to have confirmed that the Lessee's Equipment and Utility Facilities have been removed in accordance with the requirements set forth herein. If Lessee disagrees it will notify Lessor in which event, Lessor will provide to Lessee an explanation for its opinion that the removal of the Lessee's Equipment and Utility Facilities is incomplete. Lessor agrees and acknowledges that all of the equipment, conduits, fixtures and personal property of Lessee shall remain the personal property of Lessee and Lessee shall have the right to remove the same at any time during the

Lease Term, whether or not said items are considered fixtures and attachments to real property under applicable laws.

Section 3.5: Holdover. Lessee has no right to retain possession of the Premises, the Access Area or any part thereof beyond the expiration of the Removal Period. Should Lessee remain on the Property beyond the Removal Period, Lessee shall pay rent at a rate of 150% of the monthly rent applicable during the month immediately preceding such expiration or earlier termination of the Agreement, plus any annual escalations that would have normally occurred during the Lease Term (hereinafter, the "Holdover Rent"). The Holdover Rent will continue to be due until such time as the removal of the building, antenna structure, footings, fixtures and all personal property is completed. Under no circumstances shall the payment of rent after the end of term or early cancellation of the Agreement be construed as a renewal of the Agreement.

#### **ARTICLE IV LEASE PAYMENT AND RENTAL ESCALATION**

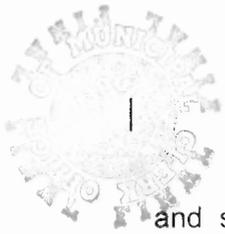
Section 4.1: Lease Payment. Lessee agrees to make the Lease Payment on the Lease Payment Date according to the Lease Payment schedule contained in Exhibit C. The total annual rental amount for the first year of the Lease Term shall equal THIRTY THOUSAND DOLLARS AND NO/100 DOLLARS, to be paid by Lessee to Lessor in equal monthly installments on the first day of the month in advance. The Lease Payment shall be made within thirty (30) days of the execution of this Agreement.

Section 4.2: Rental Escalation. On each anniversary of the Effective Date, the Lease Payment shall increase by three percent (3.0%) over the annual rental for the preceding twelve month period.

#### **ARTICLE V OBLIGATIONS OF LESSOR AND LESSEE**

Section 5.1: Obligations or Requirements of Lessor.

- (a) Lessor shall maintain, at its expense, the Tower in proper working condition.
- (b) Lessor represents that, to the best of its knowledge, there are adequate utilities for Lessee's intended use of the Premises presently available; however, if necessary, Lessee shall have the right to install new equipment to improve present Utility Facilities that will serve the Premises (including, but not limited to, the installation of emergency power generators), the related utility service to be separately metered at Lessee's expense. Lessee shall have the right to place Utility Facilities on, or to bring Utility Facilities across or under, the Access Area and/or the Premises in order to service Lessee's Equipment throughout the Lease Term or any renewal term of this Agreement. Lessee shall be responsible for all Utility connection charges and all Utility use charges, for electricity or any other Utility used by Lessee.
- (c) Lessor shall provide Lessee access to the Premises at all times, twenty-four (24) hours per day, seven (7) days per week, said access being made available across the Access Area as defined in Exhibit A.
- (d) Lessor shall not be required to purchase any insurance against loss or damage to any of Lessee's Equipment. Under no circumstances shall Lessor be liable for damages to Lessee's Equipment unless caused by Lessor's malfeasance.



Section 5.2. Obligations or Requirements of Lessee.

(a) Lessee shall bear the risk of any loss or damage to any of Lessee's Equipment and shall purchase insurance against loss or damage to personal property in an amount satisfactory to cover replacement costs of Lessee's Equipment.

(b) Upon receipt of written approval from Lessor, Lessee shall install or cause installation of Lessee's Equipment on the Premises in compliance with all applicable FCC rules and regulations or the rules and regulations of any other agency having proper jurisdiction over said Premises, including municipal or county electrical codes. Lessee shall be responsible for all costs incurred to install Lessee's Equipment on the Premises.

(c) Lessee shall make no alteration, addition, or improvement to the Tower in any way without the prior written approval and authorization of Lessor. Any alterations, additions, and/or improvements made by Lessee without prior written approval shall become the property of Lessor upon termination of this Agreement. Lessor shall have the right to remove, at Lessee's expense, or require Lessee to remove any alterations, additions, and/or improvements made by Lessee without prior written approval of Lessor. Furthermore, Lessor shall have the right to remove, or require Lessee to remove, all alterations, fixtures, and improvements at the Lessee's cost upon expiration or early termination of this Agreement. Lessee agrees that Lessee's Equipment and the installation, operation, and maintenance thereof will not damage the Tower, interfere with the maintenance of the Tower or its lighting system, or interfere with the operation of Lessor's equipment or the equipment of other existing users, all of which are in place on the Effective Date of this Agreement. In the event there is interference caused by Lessee's Equipment for any reason, other than the operation of defective Lessor equipment, Lessor, on behalf of Lessee, is authorized hereunder to take all necessary steps to correct and eliminate such interference at Lessee's expense. If said interference cannot be eliminated within a reasonable period of time, Lessee agrees to permit the removal of Lessee's Equipment from the Premises, at Lessee's expense, and this Agreement shall terminate without further obligation on either party, except as otherwise specified herein. Any interference that occurs due to a change in equipment by either Lessor or another of Lessor's existing tenants shall be eliminated at the expense of the user changing such equipment.

(d) Lessee shall keep in full force and effect during the Lease Term and any renewals thereof general accident and public liability insurance covering the operations of Lessee's Equipment under which Lessee shall be named as insured and Lessor shall be named as an additional named insured. Lessee shall at all times during the term of this Agreement maintain at its own expense workers' compensation and employers' liability insurance in accordance with appropriate laws on all employees used in the performance of this Agreement, and shall maintain comprehensive general public liability and property damage insurance covering operations, products, completed operation, contractual and independent contractors' liability in minimum bodily injury amounts of \$2,000,000 per occurrence and aggregate or in an amount not less than the then maximum liability of a governmental entity for claims arising out of a single occurrence as provided by State law or other similar future law; which policy shall provide that such insurance may not be cancelled by Lessee thereof without at least thirty (30) days advance written notice to Lessor, such insurance to be maintained throughout the life of this Agreement. Lessee agrees that it will retain the following types of insurance:

- Commercial General Liability on form (CG 00 00 01 or equivalent) in an amount not less than \$2,000,000 per occurrence subject to a \$2,000,000 aggregate.
- Contractual Liability
- Property Damage

- 
- Premises Operations
  - Personal Injury
  - Advertising Injury
  - Fire Legal Liability
  - Medical Expense
  - Independent Contractor/Consultants/SubContractor/Consultants
  - Products – Completed Operations
  - Additional Insured Endorsement\* (primary and non-contributing in favor of the City of Atlanta)

**Lessee must also submit to City of Atlanta an Additional Insured Endorsement (Form CG 20 10 (11/85) or its equivalent) evidencing City's rights as an Additional Insured.** Lessee may provide a copy of a blanket additional insured endorsement as satisfaction of this requirement.

(e) Prior to the commencement of any work at the Property on behalf of Lessee, Lessee's contractors must procure and maintain the following:

- Commercial General Liability on form (CG 00 00 01 or equivalent) in an amount not less than \$2,000,000 per occurrence subject to a \$2,000,000 aggregate.
- Contractual Liability
- Property Damage
- Premises Operations
- Personal Injury
- Advertising Injury
- Fire Legal Liability
- Medical Expense
- Products – Completed Operations
- Additional Insured Endorsement\* (primary and non-contributing in favor of the City of Atlanta)
- Waiver of Subrogation in favor of the City of Atlanta

**Contractor/Consultant must also submit to City of Atlanta an Additional Insured Endorsement (Form CG 20 10 (11/85) or its equivalent) evidencing City's rights as an Additional Insured.**

(f) The following general insurance provisions shall apply to the policy required at subparagraph (d) above:

(1) Prior to the expiration dates of any expiring policies, originals, or certificates or acceptable binders of the policies provided for in this Article, each bearing notations evidencing payment of the premiums or other evidence of such payment satisfactory to Lessor, shall be delivered by Lessee to Lessor. All policies of such insurance and all renewals thereof shall name Lessee as insured and Lessor as additional insured, as their respective interests may appear, shall contain a provision that such insurance may not be cancelled or amended by the issuer thereof without at least thirty (30) days written notice to Lessor and Lessee and shall be payable to Lessor and Lessee as their respective interests appear.



(2) Each policy of insurance hereinabove referred to shall be issued by a nationally recognized responsible insurance company qualified under the laws of the State to assume the risks covered therein.

(3) Certificates of insurance evidencing the insurance coverage herein required shall be filed by Lessee with Lessor continuously during the Lease Term.

(4) Each policy of insurance hereinabove referred to may be subject to a reasonable deductible in an amount approved by Lessor.

(5) Each policy of insurance required herein may be provided through blanket policies maintained by Lessee.

(g) Lessee shall not cause any structural changes to the Tower without prior consent of Lessor.

(h) Throughout the Lease Term, any renewal term of this Agreement, and any other time the Lessee's Equipment remains on the Property, Lessee shall operate the Lessee's Equipment and Utility Facilities in a manner that minimizes impact upon the natural environment and prevents any spread of contaminated or hazardous materials. Lessee shall:

(1) provide working machinery and equipment with efficient noise suppression devices and all other noise and vibration abatement measures, if any, to the extent necessary for the protection of persons, if and to the extent that Lessee generates any noise and vibration at the Property;

(2) provide suitable equipment, facilities and precautions to prevent the discharge of contaminants into the atmosphere, any body of water or any land areas; and

(3) upon request from Lessor, provide Lessor all documents required by any governing authority or this Agreement concerning environmental requirements.

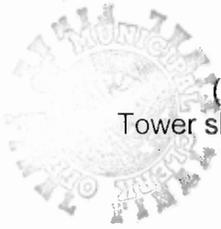
(i) Lessee shall not use, generate, release, manufacture, refine, produce, store or dispose of any hazardous substances at the Property. Lessee may, however, use sealed batteries for emergency backup systems, a fire suppression system and small quantities of cleaning products ordinarily used by commercial businesses. Further, Lessee and its subcontractors and subconsultants may use petroleum and hydraulic products customarily used, provided they do not violate any governmental requirements or restrictions.

(j) Any upgrade by Lessee to the Lessee's Equipment located at ground level shall not require prior approval from Lessor under the conditions set forth below. All other requests to upgrade Lessee's Equipment at ground level shall be submitted to Lessor for approval, said approval not to be unreasonably withheld, delayed, or conditioned.

(1) the Lessee's Equipment shall continue to remain within the boundaries of the Premises as described in Exhibit A.

(2) the height of the Lessee's Equipment shall not exceed 10 feet.

(3) the frequency of the Lessee's Equipment is not altered in any way.



(k) Lessor's approval of Lessee's upgrade of the Lessee's Equipment located on the Tower shall be subject to the following:

(1) Receipt and acceptance of new construction drawings to replace the Construction Drawings incorporated into the Agreement as Exhibit B.

(2) Receipt of specification sheets for new equipment to be installed on the Tower, said specification sheets also to be incorporated into the Agreement as part of Exhibit B.

(3) Receipt of a listing of the frequencies of all of Lessee's Equipment to be operated by Lessee on the Property, said listing being incorporated into the Agreement as Exhibit D. The frequency listing shall only include those that will operate after the installation of Lessee's Equipment described in Exhibit B and shall not include frequencies that could be used by Lessee in the future.

(4) A passing structural analysis study performed by a professional engineer (P.E.) at Lessee's expense that confirms that no structural modifications are necessary in order to support the new equipment. If structural modifications are required in order to support any new equipment, Lessee shall have the option, in its sole discretion to either (i) pay for such structural modifications and install new equipment or (ii) decline to pay for the structural modifications and not install new equipment.

(5) An intermodulation (interference) study performed by a professional engineer (P.E.) at Lessee's expense that concludes the new equipment to be installed does not cause any harmful interference with any existing equipment located on the Tower.

(6) A radio frequency emissions study at Lessee's expense that concludes that the new equipment to be installed does not cause the Tower to exceed the FCC radiated power density maximum permissible exposure ("MPE") limits for workers and the general public. This evaluation shall be performed by a qualified individual or firm and should be cumulative of all wireless equipment on the Site. At Lessee's discretion, said emissions study may be performed after the installation of the new equipment as long as the study is performed within 30 days of the installation of the new equipment.

(7) Any new equipment installation by Lessee that is for the sole purpose of replacing faulty equipment currently installed shall be exempt from the study requirements listed above and shall not require Lessor's prior approval, provided that the new equipment is a like for like replacement.

(8) The Lessor reserves the right to reject any installations and/or use of any frequencies that Lessor deems will present an obstruction and/or be detrimental to the structural or operational integrity of facilities located on the Property.

(l) Notwithstanding anything contrary contained herein, Lessor reserves the right to charge additional rent to Lessee for the right to install new equipment on the Tower, if said equipment is larger and/or heavier than equipment it is replacing and/or if said new equipment will increase the load on the Tower.



## ARTICLE VI MISCELLANEOUS PROVISIONS

Section 6.1- Subletting and Assignment. Lessee shall not assign its interest in this Agreement without the prior consent of Lessor, which shall not be unreasonably withheld. Lessee shall be prohibited from sharing the Premises and Access Area with any party not a member, subscriber or licensed user of Lessee without prior consent of Lessor, which consent shall not be unreasonably withheld. If Lessee effects any assignment or subletting other than that described in this Section 6.1, then on the effective date of such transaction, Lessor shall be entitled to fifty percent (50%) of the rent received by Lessee by any subtenant or assignee that is in excess of the then current Lease Payment. Lessee shall provide Lessor with a copy of all documents that provide the terms and conditions under which any assignee or sublessee will be required to operate, including the term length and rental amount or value of any in-kind contribution or other consideration that Lessee will receive during the term of the sublease.

Use of Lessee's Equipment by Fulton County, Georgia, shall be subject to prior consent of Lessor, which consent shall not be unreasonably withheld, and shall be subject to additional payment as hereinafter described. In the event that Fulton County, Georgia, becomes a licensed user of Lessee's Equipment, Lessee shall be required to pay Lessor \$300 per month (hereinafter, the New Rent Payment). The New Rent Payment shall be added to the Rent Payment and shall increase at the same escalation rate and on the same date as the Rent Payment. Payment of the New Rent Payment by Lessee shall not restrict Lessor's right to charge additional rent as contemplated in Section 5.2 (m).

Section 6.2- Liability for Damages and Losses. Notwithstanding any language herein to the contrary, Lessor shall not be responsible for any damages or economic or non-economic losses including, but not limited to, loss of profits caused by the public, Lessor's employees, agents, or contractors, or use or failure of Lessor's Tower or equipment, except as otherwise provided herein or by State law.

Section 6.3- Responsibility for Impositions. Lessor shall not be responsible for, nor indemnify, Lessee for any Impositions which may be imposed or levied upon Lessee's Equipment or on account of Lessee's lease of the Premises. Lessee shall not be responsible for, nor indemnify, Lessor for any Impositions which may be imposed or levied upon the Premises, excepting Lessee's Equipment.

Section 6.4- Binding Effect. This Agreement shall inure to the benefit of and shall be binding upon Lessor and Lessee and their respective successors and permitted assigns.

Section 6.5- Severability. In the event any provision of this Agreement shall be held illegal, invalid, or unenforceable by any court of competent jurisdiction, such holding shall not invalidate, render unenforceable, or otherwise affect any other provision hereof.

Section 6.6- Amendments, Supplements, and Modifications. This Agreement may not be amended, supplemented, or modified except in writing signed by the parties to this Agreement.

Section 6.7- Execution in Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed to be an original and all of which shall constitute but one and the same instrument.



Section 6.8. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia.

Section 6.9. Waiver. The waiver of any condition or of the breach of any condition of this Agreement shall not be a waiver of any subsequent breach or condition.

Section 6.10 Lessor's Maintenance of Property. Where deemed necessary by Lessor in order to perform maintenance, repair or similar work ("Lessor's Maintenance") on the Property, Lessee shall, upon request of the Lessor, agree to relocate its equipment on a temporary basis to another location on the Property (the "Temporary Relocation Site").

(a) Lessor shall make reasonable efforts to ensure that the Temporary Relocation Site is suitable for Lessee's use.

(b) Lessee shall be responsible to pay all costs incurred by Lessee for relocating Lessee's Equipment to the Temporary Relocation Site, preparation of the Temporary Location Site for Lessee's temporary use, and reinstallation of equipment following the completion of Lessor's Maintenance.

(c) Lessor shall give Lessee at least ninety (90) days written notice prior to requiring Lessee to relocate;

(d) If in Lessee's reasonable assessment the Temporary Relocation Site is unsuitable for its continued operations at the Property, Lessor and Lessee shall coordinate to find a suitable replacement site for Lessee's temporary operations (the "Replacement Site"). Upon request of Lessee, Lessee's rent for the Premises may be abated in the amount of the expense associated with Lessee's rental of the Replacement Site. Lessee shall submit proper documentation of any lease costs associated with the Replacement Site before Lessor will consider abatement.

(e) Where Lessor does not consider it an impediment to Lessor's Maintenance, Lessee's Equipment may be allowed to remain on the Premises as long as Lessee, at its own cost, takes all steps and precautions deemed prudent by Lessee to protect Lessee's Equipment from any damage that could be caused by Lessor or its contractors performing Lessor's Maintenance. In the event that Lessee decides to leave its equipment on the Premises during Lessor's Maintenance, Lessee shall assume responsibility for any damage caused to Lessee's Equipment as a result of Lessor's Maintenance, except damage due to the gross negligence or willful misconduct of Lessor.

Section 6.11 Responsibility for Security and Property

(a) Lessee shall be responsible for and bear all risk of loss or damage to the Lessee's Equipment and Utility Facilities, except loss or damage due to the gross negligence or willful misconduct of Lessor.

(b) Lessee shall not damage, close or obstruct any utility installation, highway, road or other property until all applicable permits from the local governing authority and permission from Lessor have been obtained.

(c) Lessee shall not disrupt or otherwise interfere with the operation of any pipeline, telephone, electric transmission line, or structure.



(d) Lessee shall not damage or destroy cultivated and planted areas or vegetation adjacent to the Property, with the exception of those items that must be removed to allow installation or future maintenance, said exceptions being subject to approval of Lessor.

(e) Lessee shall cooperate with owner of any public or private utility service that may be authorized by Lessor to construct, reconstruct or maintain utility services or facilities on the Property during the Lease Term of this Agreement.

(f) Lessor does not guarantee the accuracy or completeness of any location information relating to existing utility services, facilities or structures shown in any documents that may be provided by Lessor to Lessee concerning the Property. Any inaccuracy or omission in that information shall not relieve Lessee of its responsibility to protect existing features from damage or unscheduled interruption of service.

(g) Prior to commencing activities in the vicinity of an existing utility service or facility, Lessee shall notify each owner/operator of the utility service or facility of activities that might affect its interests. If the owner/operator's assistance is needed to locate the utility service or facility or the presence of a representative of the owner/operator is desirable to observe the activities, that advice should be included in the notification.

(h) Lessee must determine if any underground utilities could be impacted by any construction or maintenance on, in or adjacent to the Property and use proper excavation methods to ensure protection from damage due to Lessee's operations. If in connection with Lessee's construction or maintenance of the Lessee's Equipment, Lessee causes damage or interrupts a utility service or facility, it must immediately notify the appropriate public safety authorities and/or utility company and Lessor, and must take all reasonable measures to prevent further damage or interruption of service. Lessee must reasonably cooperate with utility service company until the damage has been repaired and service restored.

(i) All costs incurred by Lessor for any repairs or restoration necessary or required because of unauthorized obstruction, damage or use of utilities, facilities, equipment, materials and other property by Lessee or its subcontractors or subconsultants shall be borne by Lessee.

(j) Lessee shall employ only competent and skilled personnel to perform work under this Agreement and must remove from the Property any of Lessee's personnel, subcontractors, or subconsultants determined by Lessor to be unfit or to be acting in violation of any provision of this Agreement, governmental requirements. Lessor may, at its sole discretion, deny access to the Property to any personnel of Lessee, subcontractors, subconsultants, assignees or licensees should said persons be determined to be unfit or to be acting in violation of any provision of this Agreement, governmental requirements.

(k) If the Premises is enclosed by a fence, Lessee shall ensure that the Premises is secured with a lock designed to prevent unauthorized access by "picking" or cutting the lock. Upon notification that the Premises has been left unsecured by Lessor or other means, Lessee shall take immediate action to re-secure the Premises.

Section 6.12 Nature and Suitability of Property. Lessee has the sole responsibility for satisfying itself concerning the general and local conditions of the Property, including, but not limited to, the items (a) through (g) listed below. The failure of Lessee to acquaint itself with any



applicable site conditions at the Property will not relieve Lessee of its obligations under this Agreement.

- (a) Transportation, access, disposal, handling and storage of materials;
- (b) Availability and quality of labor, water, electric power and road conditions;
- (c) Climatic conditions and seasons;
- (d) Physical conditions;
- (e) Topography and ground surface conditions;
- (f) Equipment and facilities needed before and during the performance of this Agreement; and
- (g) Meeting all applicable zoning regulations.

Section 6.13 Lessor's Rights to Inspect the Premises.

(a) Lessor reserves the right to inspect the Premises at any time upon notice to the Lessee. Lessor's rights include, but are not limited to, the right to inspect the Premises for signs of hazardous contamination and obtain soil samples; provided, however, that in exercising its rights under this paragraph, Lessor shall use best efforts to refrain from interfering with the operations of Lessee at the Premises.

(b) Lessor may access the Premises during any emergency situation (defined as being an imminent threat to persons or property) without prior notice to Lessee. Lessor will notify Lessee within a reasonable time after Lessor's emergency access, the reasons for said access, and any construction or maintenance performed; provided, however that if any construction or maintenance is needed to Lessee's Equipment, Lessor must provide prior notice to Lessee and allow Lessee to accompany Lessor onto the Premises.

Section 6.14- No Partnership or Joint Venture; Independent Contractor. Nothing contained in this Agreement will be deemed to create a partnership or joint venture between Lessor and Lessee or cause Lessor to be responsible for the debts or obligations of Lessee or any other person. Lessee must not represent to anyone that its relationship to Lessor is other than its Lessee. Lessee must act as an independent contractor and not as the agent of Lessor in performing under this Agreement, and maintaining control over its employees and all of its subcontractors or subconsultants.

Section 6.15- Use of Lessee's Equipment. Lessor may become a licensed user of Lessee's Equipment by required approval of Lessee's membership.



**IN WITNESS WHEREOF**, Lessor and Lessee have caused this Agreement to be executed, sealed, and delivered, effective as of the Effective Date set forth above.

**LESSOR:**

**CITY OF ATLANTA**, a municipal corporation of the State of Georgia

ATTEST:

\_\_\_\_\_  
Clerk, City of Atlanta

\_\_\_\_\_  
Mayor

Approved:

\_\_\_\_\_  
Director of Real Estate Portfolio,  
Office of Enterprise Asset Management

APPROVED AS TO FORM:

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

[SIGNATURES CONTINUED ON FOLLOWING PAGE]



**LESSEE:**

**NORTH FULTON REGIONAL RADIO SYSTEM  
AUTHORITY**

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

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

Title: \_\_\_\_\_

Attest:

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

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

Title: \_\_\_\_\_



**EXHIBIT A**  
**PREMISES AND ACCESS AREA**



**EXHIBIT B**

**CONSTRUCTION DRAWINGS AND SPECIFICATION SHEETS FOR LESSEE'S EQUIPMENT**



EXHIBIT C

LEASE PAYMENT SCHEDULE

Initial Lease Payment for Year 1 of the Lease Term: \$2,500

Annual Rent Escalation Rate: 3%

Note: Assumes No Assignment and/or Subletting

| Month | Rate        | Month | Rate        | Month | Rate        | Month | Rate        |
|-------|-------------|-------|-------------|-------|-------------|-------|-------------|
| 1     | \$ 2,500.00 | 31    | \$ 2,652.25 | 61    | \$ 2,898.19 | 91    | \$ 3,074.68 |
| 2     | \$ 2,500.00 | 32    | \$ 2,652.25 | 62    | \$ 2,898.19 | 92    | \$ 3,074.68 |
| 3     | \$ 2,500.00 | 33    | \$ 2,652.25 | 63    | \$ 2,898.19 | 93    | \$ 3,074.68 |
| 4     | \$ 2,500.00 | 34    | \$ 2,652.25 | 64    | \$ 2,898.19 | 94    | \$ 3,074.68 |
| 5     | \$ 2,500.00 | 35    | \$ 2,652.25 | 65    | \$ 2,898.19 | 95    | \$ 3,074.68 |
| 6     | \$ 2,500.00 | 36    | \$ 2,652.25 | 66    | \$ 2,898.19 | 96    | \$ 3,074.68 |
| 7     | \$ 2,500.00 | 37    | \$ 2,731.82 | 67    | \$ 2,898.19 | 97    | \$ 3,166.93 |
| 8     | \$ 2,500.00 | 38    | \$ 2,731.82 | 68    | \$ 2,898.19 | 98    | \$ 3,166.93 |
| 9     | \$ 2,500.00 | 39    | \$ 2,731.82 | 69    | \$ 2,898.19 | 99    | \$ 3,166.93 |
| 10    | \$ 2,500.00 | 40    | \$ 2,731.82 | 70    | \$ 2,898.19 | 100   | \$ 3,166.93 |
| 11    | \$ 2,500.00 | 41    | \$ 2,731.82 | 71    | \$ 2,898.19 | 101   | \$ 3,166.93 |
| 12    | \$ 2,500.00 | 42    | \$ 2,731.82 | 72    | \$ 2,898.19 | 102   | \$ 3,166.93 |
| 13    | \$ 2,575.00 | 43    | \$ 2,731.82 | 73    | \$ 2,985.13 | 103   | \$ 3,166.93 |
| 14    | \$ 2,575.00 | 44    | \$ 2,731.82 | 74    | \$ 2,985.13 | 104   | \$ 3,166.93 |
| 15    | \$ 2,575.00 | 45    | \$ 2,731.82 | 75    | \$ 2,985.13 | 105   | \$ 3,166.93 |
| 16    | \$ 2,575.00 | 46    | \$ 2,731.82 | 76    | \$ 2,985.13 | 106   | \$ 3,166.93 |
| 17    | \$ 2,575.00 | 47    | \$ 2,731.82 | 77    | \$ 2,985.13 | 107   | \$ 3,166.93 |
| 18    | \$ 2,575.00 | 48    | \$ 2,731.82 | 78    | \$ 2,985.13 | 108   | \$ 3,166.93 |
| 19    | \$ 2,575.00 | 49    | \$ 2,813.77 | 79    | \$ 2,985.13 | 109   | \$ 3,261.93 |
| 20    | \$ 2,575.00 | 50    | \$ 2,813.77 | 80    | \$ 2,985.13 | 110   | \$ 3,261.93 |
| 21    | \$ 2,575.00 | 51    | \$ 2,813.77 | 81    | \$ 2,985.13 | 111   | \$ 3,261.93 |
| 22    | \$ 2,575.00 | 52    | \$ 2,813.77 | 82    | \$ 2,985.13 | 112   | \$ 3,261.93 |
| 23    | \$ 2,575.00 | 53    | \$ 2,813.77 | 83    | \$ 2,985.13 | 113   | \$ 3,261.93 |
| 24    | \$ 2,575.00 | 54    | \$ 2,813.77 | 84    | \$ 2,985.13 | 114   | \$ 3,261.93 |
| 25    | \$ 2,652.25 | 55    | \$ 2,813.77 | 85    | \$ 3,074.68 | 115   | \$ 3,261.93 |
| 26    | \$ 2,652.25 | 56    | \$ 2,813.77 | 86    | \$ 3,074.68 | 116   | \$ 3,261.93 |
| 27    | \$ 2,652.25 | 57    | \$ 2,813.77 | 87    | \$ 3,074.68 | 117   | \$ 3,261.93 |
| 28    | \$ 2,652.25 | 58    | \$ 2,813.77 | 88    | \$ 3,074.68 | 118   | \$ 3,261.93 |
| 29    | \$ 2,652.25 | 59    | \$ 2,813.77 | 89    | \$ 3,074.68 | 119   | \$ 3,261.93 |
| 30    | \$ 2,652.25 | 60    | \$ 2,813.77 | 90    | \$ 3,074.68 | 120   | \$ 3,261.93 |



**EXHIBIT D**  
**FREQUENCIES OF LESSEE'S EQUIPMENT**

RCS# 3015  
9/16/13  
2:19 PM

Atlanta City Council

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CONSENT AGENDA SECTION I PAGES (1-20)  
EXCEPT 13-O-1260  
ADOPT

YEAS: 11  
NAYS: 0  
ABSTENTIONS: 0  
NOT VOTING: 1  
EXCUSED: 0  
ABSENT 4

|           |             |           |            |
|-----------|-------------|-----------|------------|
| Y Smith   | Y Archibong | Y Moore   | Y Bond     |
| B Hall    | Y Wan       | B Martin  | NV Watson  |
| Y Young   | Y Shook     | B Bottoms | Y Willis   |
| Y Winslow | Y Adrean    | Y Sheperd | B Mitchell |

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|                             |                              | 09-16-13                     |
|-----------------------------|------------------------------|------------------------------|
| ITEMS ADOPTED ON<br>CONSENT | ITEMS ADVERSED<br>ON CONSENT | ITEMS ADVERSED<br>ON CONSENT |
| 1. 13-O-1227                | 40. 13-R-3544                | 66. 13-R-3571                |
| 2. 13-O-1228                | 41. 13-R-3545                | 67. 13-R-3572                |
| 3. 13-O-1229                | 42. 13-R-3546                | 68. 13-R-3573                |
| 4. 13-O-1230                | 43. 13-R-3427                | 69. 13-R-3574                |
| 5. 13-O-1232                | 44. 13-R-3428                | 70. 13-R-3576                |
| 6. 13-O-1235                | 45. 13-R-3429                | 71. 13-R-3577                |
| 7. 13-O-1258                | 46. 13-R-3533                | 72. 13-R-3578                |
| 8. 13-O-1263                | 47. 13-R-3547                | 73. 13-R-3579                |
| 9. 13-O-1265                | 48. 13-R-3537                | 74. 13-R-3580                |
| 10. 13-O-1266               | 49. 13-R-3538                | 75. 13-R-3581                |
| 11. 13-O-1267               | 50. 13-R-3539                |                              |
| 12. 13-O-1234               | 51. 13-R-3549                |                              |
| 13. 13-O-1248               | 52. 13-R-3550                |                              |
| 14. 13-O-1082               | 53. 13-R-3551                |                              |
| 15. 13-O-1216               | 54. 13-R-3552                |                              |
| 16. 13-O-1236               | 55. 13-R-3560                |                              |
| 17. 13-O-1238               | 56. 13-R-3561                |                              |
| 18. 13-O-1240               | 57. 13-R-3562                |                              |
| 19. 13-O-1241               | 58. 13-R-3563                |                              |
| 20. 13-O-1244               | 59. 13-R-3564                |                              |
| 21. 13-O-1247               | 60. 13-R-3565                |                              |
| 22. 13-O-1242               | 61. 13-R-3566                |                              |
| 23. 13-O-1260               | 62. 13-R-3567                |                              |
| 24. 13-O-1249               | 63. 13-R-3568                |                              |
| 25. 13-O-1250               | 64. 13-R-3569                |                              |
| 26. 13-O-1251               | 65. 13-R-3570                |                              |
| 27. 13-O-1252               |                              |                              |
| 28. 13-O-1253               |                              |                              |
| 29. 13-O-1254               |                              |                              |
| 30. 13-O-1255               |                              |                              |
| 31. 13-O-1256               |                              |                              |
| 32. 13-R-3555               |                              |                              |
| 33. 13-R-3556               |                              |                              |
| 34. 13-R-3557               |                              |                              |
| 35. 13-R-3558               |                              |                              |
| 36. 13-R-3559               |                              |                              |
| 37. 13-R-3012               |                              |                              |
| 38. 13-R-3541               |                              |                              |
| 39. 13-R-3542               |                              |                              |