

# **AGENDA**

## **City of Carrollton Mayor and Council Meeting**

**May 2, 2016**  
**6:00 p.m.**

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Public Safety Complex, Court/Council Chambers, 115 West Center Street, Carrollton, Georgia

- I. CALL TO ORDER**
- II. PLEDGE OF ALLEGIANCE**
- III. INVOCATION**
- IV. CITIZEN COMMENTS**  
(Please state your name and address for the record and limit comments to three minutes.)
- V. MINUTES (April 11, 2016) 1 - 3**
- VI. APPROVAL OF AGENDA ITEMS FOR CONSIDERATION**
  - 1. Proclamation: Dr. Price Michael 4**
  - 2. Water Tank Tower Lease 5 - 33**
  - 3. Birkdale Traffic Calming Measures 34**
  - 4. Alcohol Ordinance Discussion**
  - 5. Appointment: Board of Development Appeals (1) 35**
  - 6. Appointment: Historic Preservation (2) 36**
- VII. MAYOR AND COUNCIL ANNOUNCEMENTS**
- VIII. CITY MANAGER ANNOUNCEMENTS**
- IX. ADJOURN**

The Agenda for each Mayor and Council Meetings is available for review in the City Manager's Office, 315 Bradley Street, Carrollton, Georgia and the City's website, [www.carrollton-ga.gov](http://www.carrollton-ga.gov) five (5) business days prior to a Mayor and Council Meeting. A summary of Agenda items acted upon is available within 48 hours of the meeting at the address and website listed above. Minutes to any previous meeting (once adopted) are available upon request at or the City's website, [www.carrollton-ga.gov](http://www.carrollton-ga.gov). The City complies with the Americans with Disabilities Act (ADA). If you will need special assistance at a meeting, the City will try to accommodate you in every reasonable manner. Please call (770) 830-2000 from 8:30 a.m. to 5:00 p.m. Monday through Friday at least 48 hours prior to the meeting.

# **MINUTES**

## **City of Carrollton Mayor and Council Special Called Meeting**

**April 11, 2016  
6:00 p.m.**

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Public Safety Complex, Court/Council Chambers, 115 West Center Street, Carrollton, Georgia

### **I. OATH OF OFFICE**

Prior to the meeting being called to order, Carroll County Probate Judge Betty Cason administered the Oath of Office to Ward II Councilmember Rory Wojcik.

### **II. CALL TO ORDER**

The Mayor and Council met in a special called meeting on Monday, April 11, 2016 at 6:00 p.m. in the Public Safety Annex Building, 115 West Center Street, Carrollton, Georgia. Mayor Hollingsworth called the meeting to order at 6:00 p.m. Members present: Mayor Walt Hollingsworth, Councilmember Met Lane, Councilmember Jim Watters, and Councilmember Rory Wojcik. Members absent: Councilmember Gerald Byrd.

### **III. PLEDGE OF ALLEGIANCE**

The Pledge of Allegiance was led by Mayor Hollingsworth.

### **IV. INVOCATION**

The invocation was offered by Pastor Eli Daniel.

### **V. CITIZEN COMMENTS**

Ms. Sue Medeiros congratulated Ward II Councilmember Rory Wojcik. In addition, Ms. Medeiros stated that she was representing the citizens of the Hays Mill Overlook area regarding traffic concerns. Ms. Medeiros suggested that a committee be formed to address the issues. City Manager Tim Grizzard stated that City Engineer Tommy Holland has ordered electronic speed limit signs that will soon be installed, in addition to guard rails, along Hays Mill Road. City Manager Grizzard advised that the electronic speed limit signs have been found to be very effective in slowing down traffic. Ms. Medeiros also suggested that a committee be formed to address acceptance of art, etc. to be hung in public buildings/property.

Mr. Michael Stone stated that on March 31, 2016 the very first Art Takeover event was held on Adamson Square. Mr. Stone explained that the Art Takeover was a collaboration between downtown merchants, the Art Guild, and University of West Georgia professors and students. Mr. Stone advised that during the event local merchants opened their businesses to display art/sculptures by local artists. Mr. Stone advised that the event was a huge success and he expressed appreciation to staff members who assisted with the event.

**VI. MINUTES (February 1, 2016)**

**Motion by Councilmember Watters, seconded by Councilmember Lane to approve the corrected minutes of the February 1, 2016 meeting. (Motion passed 4-0, Councilmember Byrd absent).**

**MINUTES (March 7, 2016)**

**Motion by Councilmember Lane, seconded by Councilmember Watters to approve the minutes of the March 7, 2016 meeting. (Motion passed 4-0, Councilmember Byrd absent).**

**VII. APPROVAL OF AGENDA ITEMS FOR CONSIDERATION**

**Motion by Councilmember Lane, seconded by Councilmember Watters to approve the agenda as presented. (Motion passed 4-0, Councilmember Byrd absent).**

**1. Proclamation: University of West Georgia Football Program**

A proclamation was read by Councilmember Lane in honor of the University of West Georgia Football Team Championship.

**2. Proclamation: University of West Georgia Co-Ed Cheerleading Program**

A proclamation was read by Councilmember Jim Watters in honor of the University of West Georgia Co-Ed Cheerleading Championship.

**3. Proclamation: University of West Georgia Men's Basketball Program**

A proclamation was read by Councilmember Wojcik in honor of the University of West Georgia Men's Basketball Championship.

**4. 2014-2015 City Audit Report Presentation by Chris Hollifield of Rushton & Company**

Mr. Chris Hollifield of Ruston & Company gave a brief presentation regarding the 2014-2015 City Audit. Mr. Hollifield stated that the City is in very good financial shape. City Manager Grizzard advised that this was the first time that the City's audit has been presented publicly. City Manager Grizzard also stated that recommendations made by the audit firm have already been implemented.

Councilmember Watters remarked on the Water/Sewer/Sanitation Departments and thanked City Manager Grizzard for his efforts.

**5. Request for Proposals: Greenbelt (Blandenburg Rd. /Christ Fellowship Church – Phase 14A)**

City Manager Grizzard advised that the Carroll County Board of Commissioners voted to contribute \$300,000 and the Friends of the Carrollton Greenbelt will pay the remaining balance to construct the section of the Greenbelt at (Blandenburg Road to Christ Fellowship Church). City Manager Grizzard advised that this project would be completed at no cost to the City. Three RFP's were received for the project as follows:

Baldwin Paving Company, Inc.:	\$791,897.52
Lewallen Construction Co., Inc.:	\$521,415.50
Georgia-Alabama Woodlands, Inc:	\$462,750.00

City Manager Grizzard stated that it is staff's recommendation that the RFP be awarded to Georgia-Alabama Woodlands, Inc. in the amount of \$462,750.00.

**Motion by Councilmember Lane, seconded by Councilmember Wojcik to award Phase 14A of the Carrollton Greenbelt Project (Blandenburg Road to Christ Fellowship Church) to the**

**low bidder, Georgia-Alabama Woodlands, Inc., in the amount of \$462,750.00. (Motion passed 4-0, Councilmember Byrd absent).**

**6. Police Department Vehicle Purchase: 2016 Ford Interceptor**

City Manager Grizzard presented to the Mayor and Council a request to purchase a 2016 Ford Interceptor for the Police Department. Councilmember Lane inquired as to why an SUV was being purchased. City Manager advised that Ford no longer makes the Crown Vic. City Manager Grizzard advised that the vehicle will be paid for from seized drug money at no cost to the City.

**Motion by Councilmember Watters, seconded by Councilmember Wojcik to approve purchase of 2016 Ford Interceptor from the low bidder, Hardy Ford, in the amount of \$27,308.00. (Motion passed 4-0, Councilmember Byrd absent).**

**7. Appointments: Planning Commission (3)**

**Motion by Councilmember Lane, seconded by Councilmember Watters to appoint the following individuals to terms on the Planning Commission: Jason Smith, Jim Naughton, and John Jackson (new terms expire December 31, 2018). (Motion passed 4-0, Councilmember Byrd absent).**

**VIII. MAYOR AND COUNCIL ANNOUNCEMENTS**

Councilmember Rory Wojcik thanked the Mayor and Council, City Manager and City staff for all of their assistance. Councilmember Wojcik stated that he is excited to be on the Council and hopes that he can represent the entire City as a whole.

Councilmember Watters congratulated and welcomed Councilmember Wojcik. Councilmember Watters stated that he was excited to have a full council and about the future of Carrollton. Councilmember Watters stated that there are a lot of good things happening in the City.

Councilmember Lane congratulated Councilmember Wojcik and stated that he is looking forward to working with him. Councilmember Lane also applauded the Police Department and Fire Department.

Mayor Hollingsworth congratulated Councilmember Wojcik. Mayor Hollingsworth also informed those in attendance about the Narcan training which will be held April 12<sup>th</sup> and April 19<sup>th</sup>. Police Chief Joel Richards explained that Narcan is an opiate antidote which can be used to reverse an overdose and it comes in the form of a nasal spray. Chief Richards advised that he reached out to LaGrange Police Chief, Lou Dekmar, and he stated that since putting Narcan in use they have had three lives saved from overdoses. Chief Richards stated that in 2014, Governor Deal signed into law the 911 Medical Amnesty Law which allows police officers and fire fighters to administer this antidote without facing liability. Mayor Hollingsworth stated that Ms. Debbie Neal has worked hard to make this program happen and that he is very thankful for Ms. Neal and the Carrollton Rotary Club for their support and funding.

**IX. CITY MANAGER ANNOUNCEMENTS**

City Manager Grizzard advised those in attendance that Mayor Hollingsworth would be speaking at the Memorial Day event at the Carroll County Veterans Memorial Park which will be held on Saturday, May 28, 2016 at 11:00 a.m.

**X. ADJOURN**

There being no additional business to discuss, the meeting was adjourned at 6:56 p.m.

Office of the Mayor  
Carrollton, Georgia

**Proclamation**  
**Dr. Price Michael Day**  
**March 24, 2016**

**Whereas;** Dr. Price Michael was born March 24, 1936 in Sanford, North Carolina; and

**Whereas;** Dr. Michael received a Doctorate of Education (Educational Leadership) and a Masters of Education (Educational Administration and Supervision) at the University of Cincinnati in Cincinnati, Ohio; and a Bachelor of Science (Elementary Education) at Knoxville College in Knoxville, Tennessee; and

**Whereas;** Dr. Michael has served in various capacities throughout his career; including: (Professor and Dean, College of Education at the University of West Georgia); (Professor and Chairman, Department of Educational Leadership and Professional Studies, College of Education at the University of West Georgia); (Professor and Chairman, Department of Educational Leadership and Foundations, College of Education, State University of West Georgia); Professor and Chairman, Department of Educational Leadership and Media Education, School of Education, West Georgia College, Carrollton, Georgia); and

**Whereas;** Dr. Price Michael was the first African American Professor/Chair of Educational Leadership and Policy Studies and the first African American Dean of the College of Education at the University of West Georgia; and

**Whereas;** Dr. Price Michael has been actively involved with many local committees and professional associations; including membership with the Carrollton Area Convention and Visitors Bureau, Alpha Phi Alpha Fraternity, Inc. Carrollton Cultural Arts Center, BEST, Carrollton Glee Club; and the Carrollton Chapter of the NAACP; and has also been an active community leader in the City of Carrollton; and

**Whereas;** We welcome this opportunity to recognize the dedication and contributions made by Dr. Price Michael to our community and it is appropriate that our local government tender this public recognition on behalf of our citizens;

**NOW, THEREFORE,** by virtue of the authority vested in this governing body and on behalf of all our citizens, we do, hereby, proclaim **March 24, 2016** as:

**"DR. PRICE MICHAEL DAY"**

and the City of Carrollton shall observe this day in recognition and gratitude for his contributions to our society.

Signed this 2<sup>nd</sup> day of May, 2016

Gerald Byrd  
Mayor Pro-Tem

- City of Carrollton -



## WATER TOWER LEASE AGREEMENT

This Agreement, made this \_\_\_\_ day of \_\_\_\_\_, 2016, between the **CITY OF CARROLLTON, GEORGIA**, with its principal offices located at 315 Bradley St, Carrollton, GA 30117, hereinafter designated LESSOR and **VERIZON WIRELESS OF THE EAST LP**, a Delaware limited partnership, d/b/a Verizon Wireless with its principal offices at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920 (telephone number 866-862-4404), hereinafter designated LESSEE. The LESSOR and LESSEE are at times collectively referred to hereinafter as the “Parties” or individually as the “Party”.

### WITNESSETH:

In consideration of the mutual covenants herein and intending to be legally bound hereby, the Parties hereto hereby agree as follows:

1. **PREMISES.** LESSOR hereby leases to the LESSEE a portion of that certain space (“the Tower Space”) on the LESSOR’s water tower, hereinafter referred to as the “Tower”, located at Brumbelow Road, Carrollton, Carroll County, Georgia, as shown on the Tax Map of the City of Carrollton, as tax parcel number C08 0330001, and being further described in Deed Book 470 at Page 646, Deed Book 49 at Page 557, Deed Book 156 at Page 236, and Deed Book 192 at Page 184, as recorded in the Office of the Clerk of Superior Court of Carroll County, Georgia (the entirety of LESSOR’s property is referred to hereinafter as the “Property”), together with a parcel of land (the “Land Space”) sufficient for the installation of LESSEE’s equipment building; together with the non-exclusive easement (the “Access Easement”) for ingress and egress, seven (7) days a week, twenty-four (24) hours a day, on foot or motor vehicle, including trucks, over and along a thirty foot (30’) wide easement extending from the nearing public right-of-way, Brumbelow Road, to the Land Space; together with the non-exclusive easement (the “Utility and Fiber Easement”) for the installation and maintenance of utility wires, poles, cables, fiber, conduits, and pipes over, under, or along a thirty foot (30’) wide easement extending from the nearest public right-of-way, Brumbelow Road, to the Land Space; and together with any further easements (the “Further Easements”) over and through the Property between the Land Space and the Tower Space for the installation and maintenance of utility wires, poles, cables, conduits, and pipes. The Tower Space, Land Space, Access Easement, Utility and Fiber Easement, and Further Easements, if any, are substantially described and depicted in Exhibit “A”, attached hereto and made a part hereof and are collectively referred to hereinafter as the “Premises”.

In the event LESSEE, any fiber provider, or any public utility is unable to use the Easement, LESSOR hereby agrees to grant an additional easement either to LESSEE, to the fiber provider, or to the public utility at no cost to LESSEE.

LESSOR hereby grants permission to LESSEE to install, maintain and operate the radio communications equipment, antennas and appurtenances described in Exhibit “B” attached hereto. LESSEE’s installation of the communications equipment, antennas and appurtenances shall be done according to plans reasonably approved by LESSOR. **LESSOR should approve plans**

**before the lease is executed**]. LESSOR's review shall include a review by LESSOR's tank-maintenance company to ensure that the installation of equipment will not affect the future maintenance of the tank. Any damage done to the Tower by LESSEE during its installation and/or during its operations shall be repaired or replaced immediately at LESSEE's expense and to LESSOR's reasonable satisfaction. Before approving the placement of antennae facilities, LESSEE shall provide LESSOR with copies of an interference study indicating whether LESSEE's intended use will interfere with any existing communications facilities on the Tower and an engineering study indicating whether the Tower is able to structurally support the LESSEE's antennae facilities without prejudice to the LESSOR's primary use of the Tower. In connection with the installation and operation of the antennae facilities, LESSEE shall not make any penetrations of the Tower without LESSOR's prior written consent, or as approved on the plans referenced herein. All Tower penetrations that may be permitted by LESSOR shall be undertaken only under the supervision of LESSOR's representative. Within thirty (30) days after the date that LESSEE completes all of its physical improvements to the site ( the "Construction Completion Date") LESSEE shall provide LESSOR with as-built drawings of the antenna facilities and improvements installed on the Premises, which show the actual location of LESSEE's equipment and improvements consistent with Exhibit "B". Said drawings shall be accompanied by a complete and detailed inventory of all LESSEE's equipment, personal property, and antennae facilities. LESSEE may not add additional equipment and/or antennae from that shown in Exhibit "B" without prior written approval of the LESSOR, which approval shall not unreasonably be withheld.

LESSEE reserves the right to replace the aforementioned equipment with similar and comparable equipment provided that the replacement equipment is not greater in number or size than the existing equipment and that any change in their location on the Tower is approved in writing by LESSOR..

2. SURVEY. LESSOR also hereby grants to LESSEE the right to survey the Property and Premises, and said survey shall then become Exhibit "D" which shall be attached hereto and made a part hereof, and shall control in the event of boundary and access discrepancies between it and Exhibit "A". Cost for such work shall be borne by the LESSEE.

3. TERM; RENTAL; ELECTRICAL.

a. This Agreement shall be effective as of the date of execution by both Parties, provided, however, the initial term shall be for five (5) years and shall commence on the Commencement Date (as hereinafter defined) at which time rental payments shall commence and be due at a total annual rental of Forty Eight Thousand Dollars (\$48,000.00) to be paid annually, in advance, with the first such annual payment due on the Commencement Date and thereafter on each anniversary of the Commencement Date. The annual rent payment shall be paid to LESSOR or to such other person, firm or place as LESSOR may, from time to time, designate in writing at least thirty (30) days in advance of any rental payment date by notice given in accordance with Paragraph 22 below. The Agreement shall commence based upon the date LESSEE commences installation of the equipment on the Premises. In the event the date LESSEE commences installation of the equipment on the Premises falls between the 1<sup>st</sup> and 15<sup>th</sup> of the month, the Agreement shall commence on the 1<sup>st</sup> of that month and if the date installation commences falls

between the 16<sup>th</sup> and 31<sup>st</sup> of the month, then the Agreement shall commence on the 1<sup>st</sup> day of the following month (either the “Commencement Date”). LESSOR and LESSEE agree that they shall acknowledge in writing the Commencement Date. LESSOR and LESSEE acknowledge and agree that initial rental payment(s) shall not actually be sent by LESSEE until thirty (30) days after a written acknowledgement confirming the Commencement Date. By way of illustration of the preceding sentence, if the Commencement Date is January 1 and the written acknowledgement confirming the Commencement Date is dated January 14, LESSEE shall send to the LESSOR the rental payments for January 1 and February 1 by February 13.

Upon agreement of the Parties, LESSEE may pay rent by electronic funds transfer and in such event, LESSOR agrees to provide to LESSEE bank routing information for such purpose upon request of LESSEE.

Upon execution of this Lease, LESSEE shall reimburse LESSOR for all costs incurred by LESSOR in employing the services of professionals in connection with the negotiation of this Lease in an amount not to exceed Four Thousand and No/100 Dollars (\$4,000.00).

b. LESSOR hereby agrees to provide to LESSEE certain documentation (the “Rental Documentation”) evidencing LESSOR’s interest in, and right to receive payments under, this Agreement, including without limitation: (i) documentation, acceptable to LESSEE in LESSEE’s reasonable discretion, evidencing LESSOR’s good and sufficient title to and/or interest in the Property and right to receive rental payments and other benefits hereunder; (ii) a complete and fully executed Internal Revenue Service Form W-9, or equivalent, in a form acceptable to LESSEE, for any party to whom rental payments are to be made pursuant to this Agreement; and (iii) other documentation requested by LESSEE in LESSEE’s reasonable discretion. From time to time during the Term of this Agreement and within thirty (30) days of a written request from LESSEE, LESSOR agrees to provide updated Rental Documentation in a form reasonably acceptable to LESSEE. The Rental Documentation shall be provided to LESSEE in accordance with the provisions of and at the address given in Paragraph 22. Delivery of Rental Documentation to LESSEE shall be a prerequisite for the payment of any rent by LESSEE and notwithstanding anything to the contrary herein, LESSEE shall have no obligation to make any rental payments until Rental Documentation has been supplied to LESSEE as provided herein.

Within fifteen (15) days of obtaining an interest in the Property or this Agreement, any assignee(s), transferee(s) or other successor(s) in interest of LESSOR shall provide to LESSEE Rental Documentation in the manner set forth in the preceding paragraph. From time to time during the Term of this Agreement and within thirty (30) days of a written request from LESSEE, any assignee(s) or transferee(s) of LESSOR agrees to provide updated Rental Documentation in a form reasonably acceptable to LESSEE. Delivery of Rental Documentation to LESSEE by any assignee(s), transferee(s) or other successor(s) in interest of LESSOR shall be a prerequisite for the payment of any rent by LESSEE to such party and notwithstanding anything to the contrary herein, LESSEE shall have no obligation to make any rental payments to any assignee(s), transferee(s) or other successor(s) in interest of LESSOR until Rental Documentation has been supplied to LESSEE as provided herein.

c. LESSEE shall, at its expense, furnish and install an electrical meter at the Premises for the measurement of electrical power used by LESSEE's installation and shall timely pay all costs associated therewith.

4. EXTENSIONS. This Agreement shall automatically be extended for four (4) additional five (5) year terms unless LESSEE terminates it at the end of the then current term by giving LESSOR written notice of the intent to terminate at least six (6) months prior to the end of the then current term.

5. ESCALATIONS. Throughout the Term, as hereinafter defined, the annual rental shall increase on the first anniversary of the Commencement Date and on each annual anniversary thereafter (including any extension terms) such that the annual rental shall equal 103% of the annual rental paid immediately preceding such anniversary.

6. TAXES. LESSEE shall pay personal property taxes assessed against, or the portion of such taxes attributable to, LESSEE's Equipment and/or its improvements. LESSEE shall not be obligated to pay real property taxes or other fees and assessments attributable to the Tank, or the Site, or other licensees' or tenants' improvements, or the Property.

7. USE; GOVERNMENTAL APPROVALS. LESSEE shall use the Premises for the purpose of constructing, maintaining, repairing and operating a communications facility and uses incidental thereto in accordance with good engineering practices and with applicable FCC rules and regulations as described in Exhibit "B". All improvements, equipment, antennas and conduits shall be at LESSEE's expense and their installation shall be at the discretion and option of LESSEE. LESSEE shall have the right to replace or repair, its utilities, equipment, antennas and/or conduits or any portion thereof in accordance with Exhibit "B" and the frequencies over which the equipment operates, during the Term. It is understood and agreed that LESSEE's ability to use the Premises is contingent upon its obtaining after the execution date of this Agreement all of the certificates, permits and other approvals (collectively the "Governmental Approvals") that may be required by any Federal, State or Local authorities as well as satisfactory soil boring tests and structural analysis which will permit LESSEE use of the Premises as set forth above. LESSOR shall cooperate with LESSEE in its effort to obtain such approvals and shall take no action which would adversely affect the status of the Property with respect to the proposed use thereof by LESSEE. In the event that (i) any of such applications for such Governmental Approvals should be finally rejected; (ii) any Governmental Approval issued to LESSEE is canceled, expires, lapses, or is otherwise withdrawn or terminated by governmental authority; (iii) LESSEE determines that such Governmental Approvals may not be obtained in a timely manner; (iv) LESSEE determines that any soil boring tests or structural analysis is unsatisfactory; (v) LESSEE determines that the Premises is no longer technically or structurally compatible for LESSEE's use, or (vi) LESSEE, in its sole discretion, determines that the use of the Premises is obsolete or unnecessary, LESSEE shall have the right to terminate this Agreement. Notice of LESSEE's exercise of its right to terminate shall be given to LESSOR in writing by certified mail, return receipt requested, and shall be effective upon the mailing of such notice by LESSEE, or upon such later date as designated by LESSEE. All rentals paid to said termination date shall be retained by LESSOR. Upon such termination, this Agreement shall be

of no further force or effect except to the extent of the representations, warranties and indemnities made by each Party to the other hereunder. Otherwise, LESSEE shall have no further obligations for the payment of rent to LESSOR.

8. INDEMNIFICATION. LESSEE shall indemnify and hold the LESSOR harmless against any claim of liability or loss from personal injury or property damage resulting from or arising out of the negligence or willful misconduct of the indemnifying Party, its employees, contractors or agents, except to the extent such claims or damages may be due to or caused by the negligence or willful misconduct of the other Party, or its employees, contractors or agents.

9. INSURANCE.

a. Notwithstanding the indemnity in Paragraph 8 hereof, the Parties hereby waive and release any and all rights of action for negligence against the other which may hereafter arise on account of damage to the Premises or to the Property, resulting from any fire, or other casualty of the kind covered by standard fire insurance policies with extended coverage, regardless of whether or not, or in what amounts, such insurance is now or hereafter carried by the Parties, or either of them. These waivers and releases shall apply between the Parties and they shall also apply to any claims under or through either Party as a result of any asserted right of subrogation. All such policies of insurance obtained by either Party concerning the Premises or the Property shall waive the insurer's right of subrogation against the other Party.

b. LESSEE shall provide commercial general liability insurance coverage, including premises/operations coverage in the amount of \$3,000,000 per occurrence for bodily injury and property damage and \$3,000,000 general aggregate, and including LESSOR as an additional insured as their interest may appear under this Agreement on such policy or policies. All policies other than Worker's Compensation shall be written on an occurrence and not on a claims made basis. All insurance shall be effected under valid and enforceable policies, issued by insurers licensed, authorized or permitted to do business by the State of Georgia Insurance Commissioner's Office in Georgia. All insurance carriers and surplus line carriers shall be rated A-VII or better by A.M. Best Company.

c. Evidence of Insurance: Certificates of insurance for each policy required to be obtained by LESSEE in compliance with this section, shall be filed and maintained with LESSOR annually during the term of the Lease. LESSEE shall as soon as practicable advise LESSOR of any claim or litigation that may result in liability to LESSOR.

10. LIMITATION OF LIABILITY. Except for indemnification pursuant to Paragraphs 8, neither Party shall be liable to the other, or any of their respective agents, representatives or employees for any lost revenue, lost profits, loss of technology, rights or services, incidental, punitive, indirect, special or consequential damages, loss of data, or interruption or loss of use of service, even if advised of the possibility of such damages, whether under theory of contract, tort (including negligence), strict liability or otherwise.

11. ANNUAL TERMINATION. Notwithstanding anything to the contrary contained herein, provided LESSEE is not in default hereunder beyond applicable notice and cure periods,

LESSEE shall have the right to terminate this Agreement upon the annual anniversary of the Commencement Date provided that three (3) months prior written notice is given to LESSOR pursuant to Paragraph 22. All rentals paid for the lease of the Premises prior to said termination date shall be retained by LESSOR. Upon such termination, this Agreement shall become null and void and the parties shall have no further obligations to each other. LESSEE shall pay to LESSOR, along with the notice of annual termination, a termination fee in an amount equal to six (6) months of the monthly rent then in effect.

12. ACCESS TO TOWER. LESSOR agrees LESSEE shall have free access to the Tower at all times for the purpose of installing and maintaining the said equipment. LESSOR shall furnish LESSEE with necessary means of access for the purpose of ingress and egress to this site and Tower location. It is agreed, however, that only authorized engineers, employees or properly authorized contractors of LESSEE or persons under their direct supervision will be permitted to enter said premises. LESSEE agrees and covenants that, except in the event of an emergency, at least twenty-four (24) hours prior to accessing the Tower, Lessee shall notify the City Manager of (1) who will be accessing the Tank and (2) why they will be accessing the Tank. So long as LESSOR is accompanied by a representative of LESSEE, LESSOR shall be allowed and granted access to the Premises at reasonable times to examine and inspect the Premises for safety reasons or to ensure that LESSEE's covenants are being met.

13. TOWER COMPLIANCE. LESSOR covenants that it will keep the Tower in good repair as required by all Laws (as defined in Paragraph 32 below). LESSOR shall also comply with all rules and regulations enforced by the Federal Communications Commission with regard to the lighting, marking and painting of towers.

LESSEE shall place no advertising on the Tower or on any structure on the Premises, unless required to do so pursuant to Laws (as defined in Paragraph 32 below) or to rules and regulations enforced by the Federal Communications Commission.

No materials may be used in the installation of the antennas or transmission lines that will cause corrosion or rust or deterioration of the Tower structure or its appurtenances. LESSOR reserves the right to require LESSEE to paint the antennae facilities in a manner consistent with the color of the Tower if it is determined LESSEE's antennas or transmission lines are the cause of corrosion or rust or deterioration of the Tower structure or its appurtenances..

All antenna(s) on the Tower must be identified by a marking fastened securely to its bracket on the Tower and all transmission lines are to be tagged at the conduit opening where it enters any user's equipment space.

Not later than fifteen (15) days following the execution of this Agreement, LESSOR shall supply to LESSEE copies of all structural analysis reports that have done with respect to the Tower and throughout the Term, LESSOR shall supply to LESSEE copies of all structural analysis reports that are done with respect to the Tower promptly after the completion of the same.

Upon request of the LESSOR, LESSEE agrees to relocate its equipment on a temporary basis to another location on the Property, hereinafter referred to as the "Temporary Relocation," for the purpose of LESSOR performing maintenance, repair or similar work at the Property or on the Tower provided:

- a. LESSOR gives LESSEE at least ninety (90) days written notice prior to requiring LESSEE to relocate;
- b. LESSEE's use at the Premises is not interrupted or diminished during the relocation and LESSEE is allowed, if necessary, in LESSEE's reasonable determination, to place a temporary installation on the Property during any such relocation;
- c. Upon the completion of any maintenance, repair or similar work by LESSOR, LESSEE is permitted to return to its original location from the temporary location; and
- d. The Temporary Relocation is similar to LESSEE's existing location in size and is fully compatible for LESSEE's use, in LESSEE's reasonable determination.

14. INTERFERENCE. LESSEE agrees to install equipment of the type and frequency which shall not cause harmful interference which is measurable in accordance with then existing industry standards to any equipment of LESSOR or other lessees of the Property which existed on the Property prior to the date this Agreement is executed by the Parties. In the event any after-installed LESSEE's equipment causes such interference, and after LESSOR has notified LESSEE of such interference, LESSEE will take all commercially reasonable steps necessary to correct and eliminate the interference within 72 hours of receipt of said written notice, including but not limited to, at LESSEE's option, powering down such equipment and later powering up such equipment for intermittent testing. In no event will LESSOR be entitled to terminate this Agreement or relocate the equipment as long as LESSEE is making a good faith effort to remedy the interference issue. LESSOR agrees that LESSOR and/or any other tenants of the Property who currently have or in the future take possession of the Property will be permitted to install only such equipment that is of the type and frequency which will not cause harmful interference which is measurable in accordance with then existing industry standards to the then existing equipment of LESSEE. The Parties acknowledge that there will not be an adequate remedy at law for noncompliance with the provisions of this Paragraph and therefore, either Party shall have the right to equitable remedies, such as, without limitation, injunctive relief and specific performance.

15. REMOVAL AT END OF TERM. LESSEE shall, upon expiration of the Term, or within ninety (90) days after any earlier termination of this Agreement, remove its building(s), antenna(s), equipment, conduits, fixtures and all personal property and restore the Premises to its original condition, reasonable wear and tear and casualty damage excepted. 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 Term, whether or not said items are considered fixtures and attachments to real property under applicable Laws. If such time for removal causes LESSEE to remain on the Premises after termination of this Agreement, LESSEE shall pay rent at the then existing monthly rate or on the existing monthly pro-rata basis if based upon a longer payment term, until such time as the removal of the building, antenna structure, fixtures and all personal property are completed. LESSOR hereby waives any statutory or landlord's lien that may otherwise attach to LESSEE's equipment.

16. RIGHTS UPON SALE. Should LESSOR, at any time during the Term decide (i) to sell or transfer all or any part of the Property or the Tower thereon to a purchaser other than LESSEE, or (ii) to grant to a third party by easement or other legal instrument an interest in and to that portion of the Tower and or Property occupied by LESSEE, or a larger portion thereof, for the purpose of operating and maintaining communications facilities or the management thereof, such sale, transfer or grant of an easement or interest therein shall be under and subject to this Agreement and any such purchaser or transferee shall recognize LESSEE's rights hereunder under the terms of this Agreement. To the extent that LESSOR grants to a third party by easement or other legal instrument an interest in and to that portion of the Tower and or Property occupied by LESSEE for the purpose of operating and maintaining communications facilities or the management thereof and in conjunction therewith, assigns this Agreement to said third party, LESSOR shall not be released from its obligations to LESSEE under this Agreement, and LESSEE shall have the right to look to LESSOR and the third party for the full performance of this Agreement.

17. QUIET ENJOYMENT. LESSOR covenants and agrees that LESSEE, on paying the rent and performing the covenants herein, shall peaceably and quietly have, hold and enjoy the Premises.

18. TITLE. LESSOR represents and warrants to LESSEE as of the execution date of this Agreement, and covenants during the Term that LESSOR is seized of good and sufficient title and interest to the Property and has full authority to enter into and execute this Agreement. LESSOR further represents, warrants and covenants during the Term that there are no liens, judgments or impediments of title on the Property, or affecting LESSOR's title to the same and that there are no covenants, easements or restrictions which prevent or adversely affect the use or occupancy of the Premises by LESSEE as set forth above.

19. INTEGRATION. It is agreed and understood that this Agreement contains all agreements, promises and understandings between LESSOR and LESSEE and that no verbal or oral agreements, promises or understandings shall be binding upon either LESSOR or LESSEE in any dispute, controversy or proceeding at law, and any addition, variation or modification to this Agreement shall be void and ineffective unless made in writing signed by the Parties or in a written acknowledgement in the case provided in Paragraph 3. In the event any provision of this Agreement is found to be invalid or unenforceable, such finding shall not affect the validity and enforceability of the remaining provisions of this Agreement. The failure of either Party to insist upon strict performance of any of the terms or conditions of this Agreement or to exercise any of its rights under this Agreement shall not waive such rights and such Party shall have the right to

enforce such rights at any time and take such action as may be lawful and authorized under this Agreement, in law or in equity.

20. GOVERNING LAW. This Agreement and the performance thereof shall be governed, interpreted, construed and regulated by the Laws of the State in which the Property is located.

21. ASSIGNMENT. This Agreement may be sold, assigned or transferred by LESSEE without any approval or consent of LESSOR to LESSEE's principal, affiliates, subsidiaries of its principal or to any entity which acquires all or substantially all of LESSEE's assets in the market defined by the Federal Communications Commission in which the Property is located by reason of a merger, acquisition or other business reorganization. As to other parties, this Agreement may not be sold, assigned or transferred without the written consent of LESSOR, which such consent will not be unreasonably withheld, delayed or conditioned. No change of stock ownership, partnership interest or control of LESSEE or transfer upon partnership or corporate dissolution of LESSEE shall constitute an assignment hereunder.

22. NOTICES. All notices hereunder must be in writing and shall be deemed validly given if sent by certified mail, return receipt requested or by commercial courier, provided the courier's regular business is delivery service and provided further that it guarantees delivery to the addressee by the end of the next business day following the courier's receipt from the sender, addressed as follows (or any other address that the Party to be notified may have designated to the sender by like notice):

LESSOR: City of Carrollton  
315 Bradley Street  
Carrollton, Georgia 30117

LESSEE: Verizon Wireless of the East LP  
d/b/a Verizon Wireless  
180 Washington Valley Road  
Bedminster, New Jersey 07921  
Attention: Network Real Estate

Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing.

23. SUCCESSORS. This Agreement shall extend to and bind the heirs, personal representatives, successors and assigns of the Parties hereto.

24. SUBORDINATION AND NON-DISTURBANCE. At LESSOR's option, this Agreement shall be subordinate to any future master lease, ground lease, mortgage, deed to secure debt or other security interest (a "Mortgage") by LESSOR which from time to time may encumber all or part of the Property, Tower or right-of-way; provided, however, as a condition precedent to LESSEE being required to subordinate its interest in this Agreement to any future Mortgage covering the Tower or Property, LESSOR shall obtain for LESSEE's benefit a

non-disturbance and attornment agreement for LESSEE's benefit in a form reasonably satisfactory to LESSEE, and containing the terms described below (the "Non-Disturbance Agreement"), and shall recognize LESSEE's right to remain in occupancy of and have access to the Premises as long as LESSEE is not in default of this Agreement beyond applicable notice and cure periods. The Non-Disturbance Agreement shall include the encumbering party's ("Lender's") agreement that, if Lender or its successor-in-interest or any purchaser of Lender's or its successor's interest (a "Purchaser") acquires an ownership interest in the Tower or Property, then Lender or such successor-in-interest or Purchaser will (1) honor all of the terms of this Agreement, (2) fulfill LESSOR's obligations under this Agreement, and (3) promptly cure all of the then-existing LESSOR defaults under this Agreement. Such Non-Disturbance Agreement must be binding on all of Lender's participants in the subject loan (if any) and on all successors and assigns of Lender and/or its participants and on all Purchasers. In return for such Non-Disturbance Agreement, LESSEE will execute an agreement for Lender's benefit in which LESSEE (1) confirms that this Agreement is subordinate to the Mortgage or other real property interest in favor of Lender, (2) agrees to attorn to Lender if Lender becomes the owner of the Tower or Property, and (3) agrees to accept a cure by Lender of any of LESSOR's defaults, provided such cure is completed within the deadline applicable to LESSOR. In the event LESSOR defaults in the payment and/or other performance of any deed to secure debt or other real property interest encumbering all or any part of the Property, LESSEE, may, at its sole option and without obligation, cure or correct LESSOR's default and upon doing so, LESSEE shall be subrogated to any and all rights, titles, liens and equities of the holders of such deed to secure debt or other real property interest and LESSEE shall be entitled to deduct and setoff against all rents that may otherwise become due under this Agreement the sums paid by LESSEE to cure or correct such defaults.

25. RECORDING. LESSOR agrees to execute a memorandum of this Agreement (the "Memorandum of Lease") in substantially the form attached hereto as Exhibit "C" and by this reference made a part hereof, which LESSEE may record with the appropriate recording officer. The date set forth in the Memorandum of Lease is for recording purposes only and bears no reference to commencement of either the Term or rent payments.

26. DEFAULT.

a. In the event there is a breach by LESSEE with respect to any of the provisions of this Agreement or its obligations under it, including the payment of rent, LESSOR shall give LESSEE written notice of such breach. After receipt of such written notice, LESSEE shall have fifteen (15) days in which to cure any monetary breach and thirty (30) days in which to cure any non-monetary breach, provided LESSEE shall have such extended period as may be required beyond the thirty (30) days if the nature of the cure is such that it reasonably requires more than thirty (30) days and LESSEE commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion. LESSOR may not maintain any action or effect any remedies for default against LESSEE unless and until LESSEE has failed to cure the breach within the time periods provided in this Paragraph.

b. In the event there is a breach by LESSOR with respect to any of the provisions of this Agreement or its obligations under it, LESSEE shall give LESSOR written

notice of such breach. After receipt of such written notice, LESSOR shall have thirty (30) days in which to cure any such breach, provided LESSOR shall have such extended period as may be required beyond the thirty (30) days if the nature of the cure is such that it reasonably requires more than thirty (30) days and LESSOR commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion. LESSEE may not maintain any action or effect any remedies for default against LESSOR unless and until LESSOR has failed to cure the breach within the time periods provided in this Paragraph. Notwithstanding the foregoing to the contrary, it shall be a default under this Agreement if LESSOR fails, within five (5) days after receipt of written notice of such breach, to perform an obligation required to be performed by LESSOR if the failure to perform such an obligation interferes with LESSEE's ability to conduct its business on the Property; provided, however, that if the nature of LESSOR's obligation is such that more than five (5) days after such notice is reasonably required for its performance, then it shall not be a default under this Agreement if performance is commenced within such five (5) day period and thereafter diligently pursued to completion.

27. **REMEDIES.** In the event of a default by either Party with respect to a material provision of this Agreement, without limiting the non-defaulting Party in the exercise of any right or remedy which the non-defaulting Party may have by reason of such default, the non-defaulting Party may terminate this Agreement and/or pursue any remedy now or hereafter available to the non-defaulting Party under the Laws or judicial decisions of the state in which the Premises are located; provided, however, LESSOR shall use reasonable efforts to mitigate its damages in connection with a default by LESSEE. In addition to other available remedies, either party seeking to enforce rights or obligations pursuant to this Agreement may recover reasonable attorney's fees from the other party upon completion of any litigation.

28. **ENVIRONMENTAL.** **[THIS LANGUAGE IS DEPENDENT ON THE RESULTS OF VERIZON'S ENVIRONMENTAL TESTING]** LESSOR will be responsible for all obligations of compliance with any and all environmental and industrial hygiene laws, including any regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene conditions or concerns as may now or at any time hereafter be in effect, that are or were in any way related to activity now conducted in, on, or in any way related to the Tower or Property, unless such conditions or concerns are caused by the specific activities of LESSEE in the Premises. By taking possession of the Premises, LESSEE accepts the Premises in the condition existing as of the Commencement Date. LESSOR makes no representation or warranty with respect to the condition of the Premises and LESSOR shall not be liable for any latent or patent defect in the Premises.

29. **CASUALTY.** In the event of damage by fire or other casualty to the Tower or Premises that cannot reasonably be expected to be repaired within forty-five (45) days following same or, if the Property is damaged by fire or other casualty so that such damage may reasonably be expected to disrupt LESSEE's operations at the Premises for more than forty-five (45) days, then LESSEE may, at any time following such fire or other casualty, provided LESSOR has not completed the restoration required to permit LESSEE to resume its operation at the Premises, terminate this Agreement upon fifteen (15) days prior written notice to LESSOR. Any such notice of termination shall cause this Agreement to expire with the same force and effect as

though the date set forth in such notice were the date originally set as the expiration date of this Agreement and the Parties shall make an appropriate adjustment, as of such termination date, with respect to payments due to the other under this Agreement. Notwithstanding the foregoing, the rent shall abate during the period of repair following such fire or other casualty in proportion to the degree to which LESSEE's use of the Premises is impaired.

30. CONDEMNATION. In the event of any condemnation of all or any portion of the Property, this Agreement shall terminate as to the part so taken as of the date the condemning authority takes title or possession, whichever occurs first. If as a result of a partial condemnation of the Premises or Tower, LESSEE, in LESSEE's sole discretion, is unable to use the Premises for the purposes intended hereunder, or if such condemnation may reasonably be expected to disrupt LESSEE's operations at the Premises for more than forty-five (45) days, LESSEE may, at LESSEE's option, to be exercised in writing within fifteen (15) days after LESSOR shall have given LESSEE written notice of such taking (or in the absence of such notice, within fifteen (15) days after the condemning authority shall have taken possession) terminate this Agreement as of the date the condemning authority takes such possession. LESSEE may on its own behalf make a claim in any condemnation proceeding involving the Premises for losses related to the equipment, conduits, fixtures, its relocation costs and its damages and losses (but not for the loss of its leasehold interest). Any such notice of termination shall cause this Agreement to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of this Agreement and the Parties shall make an appropriate adjustment as of such termination date with respect to payments due to the other under this Agreement. If LESSEE does not terminate this Agreement in accordance with the foregoing, this Agreement shall remain in full force and effect as to the portion of the Premises remaining, except that the rent shall be reduced in the same proportion as the rentable area of the Premises taken bears to the total rentable area of the Premises. In the event that this Agreement is not terminated by reason of such condemnation, LESSOR shall promptly repair any damage to the Premises caused by such condemning authority.

31. SUBMISSION OF AGREEMENT/PARTIAL INVALIDITY/AUTHORITY. The submission of this Agreement for examination does not constitute an offer to lease the Premises, and this Agreement becomes effective only upon the full execution of this Agreement by the Parties. If any provision herein is invalid, it shall be considered deleted from this Agreement and shall not invalidate the remaining provisions of this Agreement. Each of the Parties hereto warrants to the other that the person or persons executing this Agreement on behalf of such Party has the full right, power and authority to enter into and execute this Agreement on such Party's behalf and that no consent from any other person or entity is necessary as a condition precedent to the legal effect of this Agreement.

32. APPLICABLE LAWS. During the Term, LESSOR shall maintain the Property and all structural elements of the Premises in compliance with all applicable laws, rules, regulations, ordinances, directives, covenants, easements, zoning and land use regulations, and restrictions of record, permits, building codes, and the requirements of any applicable fire insurance underwriter or rating bureau, now in effect or which may hereafter come into effect (including, without limitation, the Americans with Disabilities Act and laws regulating hazardous substances) (collectively, "Laws"). LESSEE shall, in respect to the condition of the Premises

and at LESSEE's sole cost and expense, comply with (a) all Laws relating solely to LESSEE's specific and unique nature of use of the Premises (other than general office use); and (b) all building codes requiring modifications to the Premises due to the improvements being made by LESSEE to the Premises.

33. SURVIVAL. The provisions of this Agreement relating to indemnification from one Party to the other Party shall survive any termination or expiration of this Agreement. Additionally, any provisions of this Agreement which require performance subsequent to the termination or expiration of this Agreement shall also survive such termination or expiration.

34. CAPTIONS. The captions contained in this Agreement are inserted for convenience only and are not intended to be part of this Agreement. Such captions shall not affect or be utilized in the construction or interpretation of this Agreement.

[Signatures on following page]

IN WITNESS WHEREOF, the Parties hereto have set their hands and affixed their respective seals the day and year first above written.

<p>_____</p> <p>Witness</p>	<p><b>LESSOR:</b></p> <p><b>CITY OF CARROLLTON, GEORGIA</b></p> <p>BY: _____</p> <p>NAME: _____</p> <p>ITS: _____</p> <p>DATE: _____</p>
<p>_____</p> <p>Witness</p>	<p><b>LESSEE:</b></p> <p><b>VERIZON WIRELESS OF THE EAST LP</b> <b>D/B/A VERIZON WIRELESS</b></p> <p>By: Cellco Partnership, its General Partner</p> <p>BY: _____</p> <p>NAME: _____</p> <p>ITS: _____</p> <p>DATE: _____</p>

**EXHIBIT "A"**

**DESCRIPTIONS AND DEPICTION OF PREMISES**

**PROPERTY:**

All that tract or parcel of land lying and being in Land Lot 126 of the 10th Land District of Carrollton County, Georgia, and being more particularly described as being Tax Parcel ID Number C08 0330001.

Said tract contains 53 acres, more or less.

**LAND SPACE:**

All that tract or parcel of land lying and being in Land Lot 126 of the 10th Land District of Carrollton County, Georgia, and being more particularly described as follows:

To find the Point of Beginning, COMMENCE at a point located on the westerly right-of-way of Brumbelow Road (80' R/W), said point being 1038.4 feet as measured in a southerly direction along said right-of-way from the intersection of said right-of-way with the southerly right-of-way of Lovvorn Road (80' R/W);

Thence leaving said right-of-way and running, South 85°46'12" West, 114.89 feet to a point;

Thence, South 83°53'04" West, 115.85 feet to a point;

Thence, South 83°53'04" West, 44.73 feet to a point;

Thence, North 85°25'28" West, 251.22 feet to a point;

Thence, North 01°42'24" West, 91.08 feet to a point;

Thence, North 37°18'28" West, 65.73 feet to a point;

Thence, North 42°22'15" West, 84.12 feet to a point;

Thence, North 42°49'59" West, 51.25 feet to a point;

Thence, North 03°09'03" East, 26.34 feet to a point;

Thence, North 42°09'45" East, 20.55 feet to a point;

Thence, North 76°13'59" East, 68.16 feet to a point;

Thence, North 69°18'55" East, 119.08 feet to a point;

Thence, North 07°39'40" West, 15.00 feet to a point and the true POINT OF BEGINNING;

Thence running, North 82°20'20" East, 12.00 feet to a point;

Thence, South 07°39'40" East, 30.00 feet to a point;

Thence, South 82°20'20" West, 12.00 feet to a point;

Thence, North 07°39'40" West, 30.00 feet to a point and the true POINT OF BEGINNING.

Said tract contains 0.0083 acres (360 square feet), more or less.

**ACCESS EASEMENT:**

Together with the right for access over, under and across that certain area of land within a 30' wide strip lying and being in Land Lot 126 of the 10th Land District of Carrollton County, Georgia, and being more particularly described by the following centerline data.

BEGINNING at a point located on the westerly right-of-way of Brumbelow Road (80' R/W), said point being 1038.4 feet as measured in a southerly direction along said right-of-way from the intersection of said right-of-way with the southerly right-of-way of Lovvorn Road (80' R/W);

Thence leaving said right-of-way and running, South 85°46'12" West, 114.89 feet to a point;

Thence, South 83°53'04" West, 115.85 feet to a point;

Thence, South 83°53'04" West, 44.73 feet to a point;

Thence, North 85°25'28" West, 251.22 feet to a point;

Thence, North 01°42'24" West, 91.08 feet to a point;

Thence, North 37°18'28" West, 65.73 feet to a point;

Thence, North 42°22'15" West, 84.12 feet to a point;

Thence, North 42°49'59" West, 51.25 feet to a point;

Thence, North 03°09'03" East, 26.34 feet to a point;

Thence, North 42°09'45" East, 20.55 feet to a point;

Thence, North 76°13'59" East, 68.16 feet to a point;

Thence, North 69°18'55" East, 119.08 feet to the ENDING at a point.

**UTILITY AND FIBER EASEMENT:**

Together with the right for utilities over, under and across that certain area of land within a 30' wide strip lying and being in Land Lot 126 of the 10th Land District of Carrollton County, Georgia, and being more particularly described by the following centerline data.

BEGINNING at a point located on the westerly right-of-way of Brumbelow Road (80' R/W), said point being 1038.4 feet as measured in a southerly direction along said right-of-way from the intersection of said right-of-way with the southerly right-of-way of Lovvorn Road (80' R/W);

Thence leaving said right-of-way and running, South 85°46'12" West, 114.89 feet to a point;

Thence, South 83°53'04" West, 115.85 feet to a point;

Thence, North 47°32'37" West, 68.91 feet to a point;

Thence, North 07°30'08" West, 115.03 feet to a point;

Thence, 68.88 feet along a curve to the left, having a radius of 50.00 feet and being scribed by a chord bearing North 46°58'11" West, 63.56 feet to a point;

Thence, North 86°26'13" West, 73.88 feet to a point;

Thence, North 88°46'31" West, 120.09 feet to a point;

Thence, North 83°44'37" West, 88.55 feet to a point;

Thence, North 42°49'59" West, 51.25 feet to a point;

Thence, North 03°09'03" East, 26.34 feet to a point;

Thence, North 42°09'45" East, 20.55 feet to a point;

Thence, North 76°13'59" East, 68.16 feet to a point;

Thence, North 69°18'55" East, 119.08 feet to the ENDING at a point.



**EXHIBIT "B"**

**EQUIPMENT**



equipment, together with the non-exclusive easement for ingress and egress, seven (7) days a week, twenty-four (24) hours a day, on foot or motor vehicle, including trucks, over and along a 30' wide easement extending from the nearest public right-of-way, Brumbelow Road, to the demised premises, together with the non-exclusive easement for the installation and maintenance of utility wires, poles, cables, fiber, conduits, and pipes over, under, or along a 30' wide easement extending from the nearest public right-of-way, Brumbelow Road, to the demised premises. The tower space, demised premises and easements are hereinafter collectively referred to as the "Premises". The Premises are described in Exhibit A attached hereto and made a part hereof, and as shown on the plat of survey attached hereto and incorporated herein as Exhibit B. In the event LESSEE, any fiber provider, or any public utility is unable to use the Easement, LESSOR hereby agrees to grant an additional easement either to LESSEE, to the fiber provider, or to the public utility at no cost to LESSEE.

3. The Commencement Date of the Agreement, of which this is a Memorandum, is \_\_\_\_\_.
4. Should LESSOR, at any time during the Term decide (i) to sell or transfer all or any part of the Property or the Tower thereon to a purchaser other than LESSEE, or (ii) to grant to a third party by easement or other legal instrument an interest in and to that portion of the Tower and/or Property occupied by LESSEE, or a larger portion thereof, for the purpose of operating and maintaining communications facilities or the management thereof, such sale, transfer or grant of an easement or interest therein shall be under and subject to this Agreement and any such purchaser or transferee shall recognize LESSEE's rights hereunder under the terms of this Agreement. To the extent that LESSOR grants to a third party by easement or other legal instrument an interest in and to that portion of the Tower and/or Property occupied by LESSEE for the purpose of operating and maintaining communications facilities or the management thereof and in conjunction therewith, assigns this Agreement to said third party, LESSOR shall not be released from its obligations to LESSEE under this Agreement, and LESSEE shall have the right to look to LESSOR and the third party for the full performance of this Agreement.
5. At LESSOR's option, this Agreement shall be subordinate to any future master lease, ground lease, mortgage, deed to secure debt or other security interest (a "Mortgage") by LESSOR which from time to time may encumber all or part of the Property, Tower or right-of-way; provided, however, as a condition precedent to LESSEE being required to subordinate its interest in this Agreement to any future Mortgage covering the Tower or Property, LESSOR shall obtain for LESSEE's benefit a non-disturbance and attornment agreement for LESSEE's benefit in a form reasonably satisfactory to LESSEE, and containing the terms described below (the "Non-Disturbance Agreement"), and shall recognize LESSEE's right to remain in occupancy of and have access to the Premises as long as LESSEE is not in default of this Agreement beyond applicable notice and cure periods. The Non-Disturbance Agreement shall include the encumbering party's ("Lender's") agreement that, if Lender or its successor-in-interest or any purchaser of Lender's or its successor's interest (a "Purchaser") acquires an ownership interest in the

Tower or Property, then Lender or such successor-in-interest or Purchaser will (1) honor all of the terms of this Agreement, (2) fulfill LESSOR's obligations under this Agreement, and (3) promptly cure all of the then-existing LESSOR defaults under this Agreement. Such Non-Disturbance Agreement must be binding on all of Lender's participants in the subject loan (if any) and on all successors and assigns of Lender and/or its participants and on all Purchasers. In return for such Non-Disturbance Agreement, LESSEE will execute an agreement for Lender's benefit in which LESSEE (1) confirms that this Agreement is subordinate to the Mortgage or other real property interest in favor of Lender, (2) agrees to attorn to Lender if Lender becomes the owner of the Tower or Property, and (3) agrees to accept a cure by Lender of any of LESSOR's defaults, provided such cure is completed within the deadline applicable to LESSOR. In the event LESSOR defaults in the payment and/or other performance of any deed to secure debt or other real property interest encumbering all or any part of the Property, LESSEE, may, at its sole option and without obligation, cure or correct LESSOR's default and upon doing so, LESSEE shall be subrogated to any and all rights, titles, liens and equities of the holders of such deed to secure debt or other real property interest and LESSEE shall be entitled to deduct and setoff against all rents that may otherwise become due under this Agreement the sums paid by LESSEE to cure or correct such defaults.

6. The terms, covenants and provisions of the Agreement, the terms of which are hereby incorporated by reference into this Memorandum, shall extend to and be binding upon the respective executors, administrators, heirs, successors and assigns of LESSOR and LESSEE.

IN WITNESS WHEREOF, hereunto and to a duplicate hereof, LESSOR and LESSEE have caused this Memorandum to be duly executed under seal on the date first written hereinabove.

<p>Signed, sealed and delivered in the presence of:</p> <p>_____</p> <p>Witness</p> <p>_____</p> <p>Notary Public My Commission Expires: _____</p> <p>(NOTARIAL SEAL)</p>	<p><b>LESSOR:</b></p> <p><b>CITY OF CARROLLTON, GEORGIA</b></p> <p>BY: _____</p> <p>NAME: _____</p> <p>ITS: _____</p>
<p>Signed, sealed and delivered in the presence of:</p> <p>_____</p> <p>Witness</p> <p>_____</p> <p>Notary Public My Commission Expires: _____</p> <p>(NOTARIAL SEAL)</p>	<p><b>LESSEE:</b></p> <p><b>VERIZON WIRELESS OF THE EAST LP D/B/A VERIZON WIRELESS</b></p> <p>BY: Cellco Partnership, its General Partner</p> <p>BY: _____</p> <p>NAME: _____</p> <p>ITS: _____</p>

## EXHIBIT A

### PROPERTY:

All that tract or parcel of land lying and being in Land Lot 126 of the 10th Land District of Carrollton County, Georgia, and being more particularly described as being Tax Parcel ID Number C08 0330001.

Said tract contains 53 acres, more or less.

### LAND SPACE:

All that tract or parcel of land lying and being in Land Lot 126 of the 10th Land District of Carrollton County, Georgia, and being more particularly described as follows:

To find the Point of Beginning, COMMENCE at a point located on the westerly right-of-way of Brumbelow Road (80' R/W), said point being 1038.4 feet as measured in a southerly direction along said right-of-way from the intersection of said right-of-way with the southerly right-of-way of Lovvorn Road (80' R/W);

Thence leaving said right-of-way and running, South 85°46'12" West, 114.89 feet to a point;

Thence, South 83°53'04" West, 115.85 feet to a point;

Thence, South 83°53'04" West, 44.73 feet to a point;

Thence, North 85°25'28" West, 251.22 feet to a point;

Thence, North 01°42'24" West, 91.08 feet to a point;

Thence, North 37°18'28" West, 65.73 feet to a point;

Thence, North 42°22'15" West, 84.12 feet to a point;

Thence, North 42°49'59" West, 51.25 feet to a point;

Thence, North 03°09'03" East, 26.34 feet to a point;

Thence, North 42°09'45" East, 20.55 feet to a point;

Thence, North 76°13'59" East, 68.16 feet to a point;

Thence, North 69°18'55" East, 119.08 feet to a point;

Thence, North 07°39'40" West, 15.00 feet to a point and the true POINT OF BEGINNING;

Thence running, North 82°20'20" East, 12.00 feet to a point;

Thence, South 07°39'40" East, 30.00 feet to a point;

Thence, South 82°20'20" West, 12.00 feet to a point;

Thence, North 07°39'40" West, 30.00 feet to a point and the true POINT OF BEGINNING.

Said tract contains 0.0083 acres (360 square feet), more or less.

**ACCESS EASEMENT:**

Together with the right for access over, under and across that certain area of land within a 30' wide strip lying and being in Land Lot 126 of the 10th Land District of Carrollton County, Georgia, and being more particularly described by the following centerline data.

BEGINNING at a point located on the westerly right-of-way of Brumbelow Road (80' R/W), said point being 1038.4 feet as measured in a southerly direction along said right-of-way from the intersection of said right-of-way with the southerly right-of-way of Lovvorn Road (80' R/W);

Thence leaving said right-of-way and running, South 85°46'12" West, 114.89 feet to a point;

Thence, South 83°53'04" West, 115.85 feet to a point;

Thence, South 83°53'04" West, 44.73 feet to a point;

Thence, North 85°25'28" West, 251.22 feet to a point;

Thence, North 01°42'24" West, 91.08 feet to a point;

Thence, North 37°18'28" West, 65.73 feet to a point;

Thence, North 42°22'15" West, 84.12 feet to a point;

Thence, North 42°49'59" West, 51.25 feet to a point;

Thence, North 03°09'03" East, 26.34 feet to a point;

Thence, North 42°09'45" East, 20.55 feet to a point;

Thence, North 76°13'59" East, 68.16 feet to a point;

Thence, North 69°18'55" East, 119.08 feet to the ENDING at a point.

**UTILITY AND FIBER EASEMENT:**

Together with the right for utilities over, under and across that certain area of land within a 30' wide strip lying and being in Land Lot 126 of the 10th Land District of Carrollton County, Georgia, and being more particularly described by the following centerline data.

BEGINNING at a point located on the westerly right-of-way of Brumbelow Road (80' R/W), said point being 1038.4 feet as measured in a southerly direction along said right-of-way from the intersection of said right-of-way with the southerly right-of-way of Lovvorn Road (80' R/W);

Thence leaving said right-of-way and running, South 85°46'12" West, 114.89 feet to a point;

Thence, South 83°53'04" West, 115.85 feet to a point;

Thence, North 47°32'37" West, 68.91 feet to a point;

Thence, North 07°30'08" West, 115.03 feet to a point;

Thence, 68.88 feet along a curve to the left, having a radius of 50.00 feet and being scribed by a chord bearing North 46°58'11" West, 63.56 feet to a point;

Thence, North 86°26'13" West, 73.88 feet to a point;

Thence, North 88°46'31" West, 120.09 feet to a point;

Thence, North 83°44'37" West, 88.55 feet to a point;

Thence, North 42°49'59" West, 51.25 feet to a point;

Thence, North 03°09'03" East, 26.34 feet to a point;

Thence, North 42°09'45" East, 20.55 feet to a point;

Thence, North 76°13'59" East, 68.16 feet to a point;

Thence, North 69°18'55" East, 119.08 feet to the ENDING at a point.

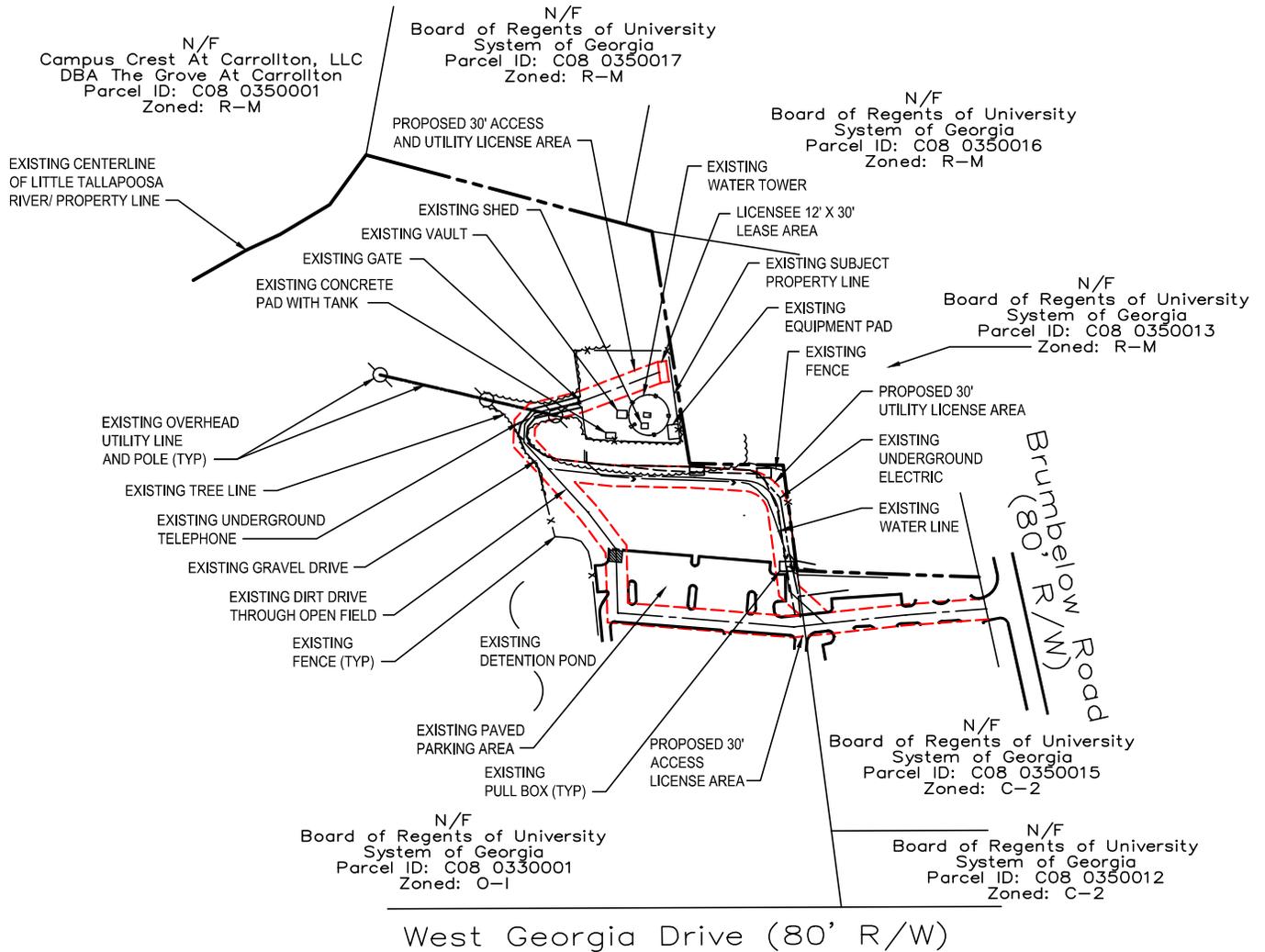
**EXHIBIT B**

(See attached)

**EXHIBIT “D”**

**SURVEY**

(See attached)



SITE PLAN  
SCALE: 1" = 250'

PAGE 1 OF 3

APPLICANT SITE NAME:

**UWG**

SITE ADDRESS:

**BRUMBELOW ROAD  
CARROLTON, GA**

PROJECT INFORMATION:

LAND OWNER: BOARD OF REGENTS OF UNIVERSITY OF UNIVERSITY SYSTEM OF GEORGIA

APPLICANT: VERIZON WIRELESS  
10300 OLD ALABAMA ROAD CONN.  
ALPHARETTA, GA 30022  
678-277-3500

LATITUDE: 33° 34' 39.3"  
LONGITUDE: 85° 06' 00.8"

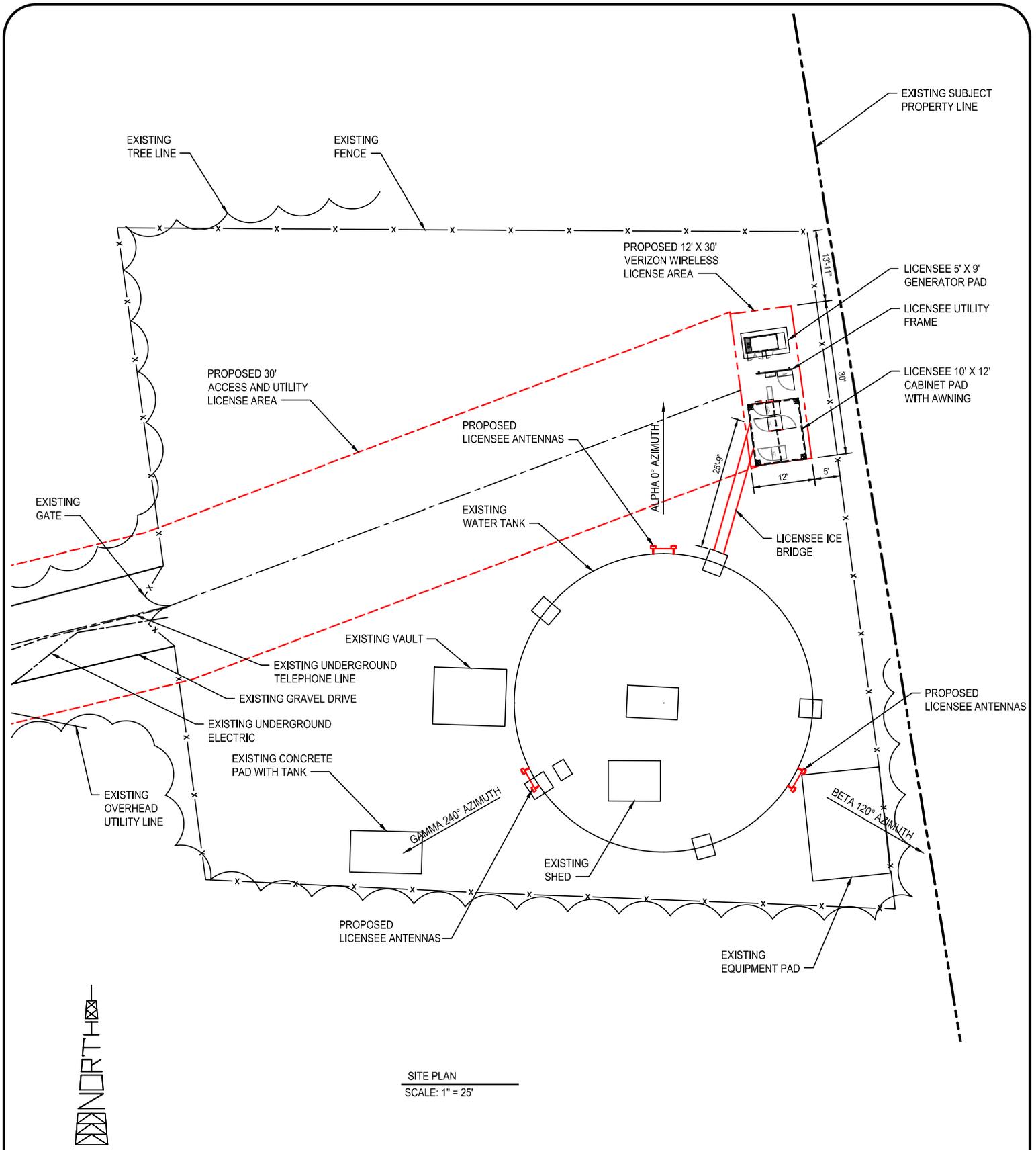
DATE: 3/9/16  
DESCRIPTION: ISSUED FOR REVIEW



PREPARED BY:

**POWERSOURCE**

1875 OLD ALABAMA ROAD  
SUITE 1008  
ROSWELL, GA 30076  
TEL: 678-990-2338  
FAX: 678-990-2342



SITE PLAN  
SCALE: 1" = 25'

PAGE 2 OF 3

APPLICANT SITE NAME:  
**UWG**

SITE ADDRESS:  
**BRUMBELOW ROAD  
CARROLTON, GA**

PROJECT INFORMATION:

LAND OWNER: BOARD OF REGENTS OF UNIVERSITY SYSTEM OF GEORGIA

APPLICANT: VERIZON WIRELESS  
10300 OLD ALABAMA ROAD CONN.  
ALPHARETTA, GA 30022  
678-277-3500

LATITUDE: 33° 34' 39.3"  
LONGITUDE: 85° 06' 00.8"

DATE: 3/9/16  
DESCRIPTION: ISSUED FOR REVIEW



PREPARED BY:  
**AOWERSOURCE**  
1875 OLD ALABAMA ROAD  
SUITE 1008  
ROSWELL, GA 30076  
TEL: 678-990-2338  
FAX: 678-990-2342

EXISTING HIGHEST APPURTENANCE  
EL. 201' AGL

EXISTING CENTERLINE 5' ANTENNAS  
EL. 192' AGL

PROPOSED ANTENNAS (TO BE PAINTED TO MATCH THE WATER TANK COLOR)  
CENTERLINE EL. 165'-0" AGL

EXISTING WATER TANK HEIGHT  
EL. 187' AGL

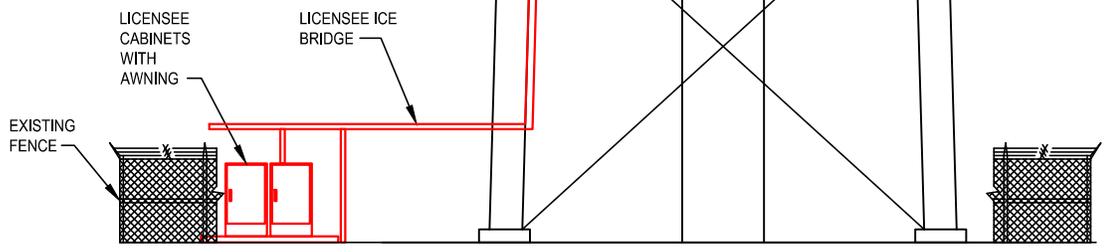
TOP OF CATWALK (HANDRAIL)  
EL. 165.0' AGL

BOTTOM OF CATWALK  
EL. 161.0' AGL

EXISTING BOTTOM OF WATER TANK  
EL. 148' AGL

EXISTING CATWALK

PROPOSED COAX TO BE MOUNTED ON INNER SIDE OF TANK LEG. HYBRID FIBER/ COAX TO BE PAINTED TO MATCH THE WATER TANK COLOR



TOWER ELEVATION  
NO SCALE

PAGE 3 OF 3

APPLICANT SITE NAME:  
**UWG**

SITE ADDRESS:  
**BRUMBELOW ROAD  
CARROLTON, GA**

PROJECT INFORMATION:

LAND OWNER: BOARD OF REGENTS OF UNIVERSITY SYSTEM OF GEORGIA

APPLICANT: VERIZON WIRELESS  
10300 OLD ALABAMA ROAD CONN.  
ALPHARETTA, GA 30022  
678-277-3500

LATITUDE: 33° 34' 39.3"  
LONGITUDE: 85° 06' 00.8"

DATE  
3/9/16

DESCRIPTION:  
ISSUED FOR REVIEW



PREPARED BY:  
**TOWERSOURCE**

1875 OLD ALABAMA ROAD  
SUITE 1008  
ROSWELL, GA 30076  
TEL: 678-990-2338  
FAX: 678-990-2342



MEMORANDUM

TO: The Mayor and Council  
FROM:  Timothy C. Grizzard, P. E., City Manager  
SUBJECT: Birkdale Boulevard Traffic Calming Project  
DATE: April 25, 2016

Gentlemen:

We are currently out to bid for the construction of the above referenced project. Bids will be opened on the morning of May 2. Therefore, we will present these bids and our recommendation for award to you at the June 6, 2016 Mayor and Council meeting.

This project was budgeted in the current fiscal year.



## MEMORANDUM

TO: Mayor and Council

FROM:  Timothy C. Grizzard, P.E., City Manager

RE: Board of Development Appeals Appointment (1)

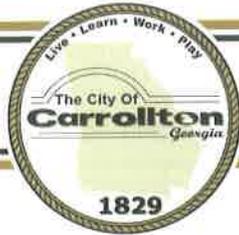
DATE: April 25, 2016

Please be advised that the term of Queentine Vallair on the Board of Development Appeals has expired.

Ms. Vallair has indicated a desire to continue serving if reappointed by the Mayor and Council. If reappointed, the new term will expire April 1, 2019.

This matter will be presented to you for your consideration at your May 2, 2016 meeting. If you have any questions, please let me know.

Thank you.



## MEMORANDUM

TO: Mayor and Council

FROM:  Timothy C. Grizzard, P.E., City Manager

RE: Historic Preservation Commission Appointments (2)

DATE: April 25, 2016

Please be advised that the terms of Alison Tanner and Jacqueline Dost on the Historic Preservation Commission will expire on May 1, 2016.

Both individuals have indicated a desire to continue serving if reappointed by the Mayor and Council. If reappointed, the new terms will expire on May 1, 2019.

This matter will be presented to you for your consideration at your May 2, 2016 meeting. If you have any questions, please let me know.

Thank you.