

City Council of Peachtree City
REVISED AGENDA
August 6, 2015
7:00 p.m.

- I. Call to Order**
- II. Pledge of Allegiance**
- III. Announcements, Awards, Special Recognition**
 - Donation from Michael & Maryellen Medici to the Police Auxiliary for Body Cameras
 - Recognize Jason McKinnon for 20 Years of Service
 - Recognize Jeff Koldoff for 25 Years of Service
 - Recognition of Participants in the STAR Training Program
- IV. Public Comment**
- V. Agenda Changes**
- VI. Minutes**
 - July 16, 2015, Regular Meeting Minutes
- VII. Consent Agenda**
 - 1. Consider Adoption of 2015 Peachtree City CIE Annual Update
 - 2. Consider Alcohol License – Palmer's, 991 Peachtree Parkway North
 - 3. Consider Library Impact Fee Expenditure
 - 4. Consider Budget Amendment – FY 2015
- VIII. Old Agenda Items**
 - 06-15-08 Discuss/Consider SR 54 West Corridor Study Improvements Design
 - MacDuff Parkway (Authorize Design Only)
 - Planterra Way (Design Funded, Discuss Project Scope)
 - Commerce Drive / Marketplace (Discuss right-in/right-out concept for business input and vote at future meeting)
- IX. New Agenda Items**
 - 08-15-01 Consider Adoption of Resolutions and Declarations of Taking for Use of Eminent Domain to Acquire Stormwater Easements for Golf View Project
 - 08-15-02 Consider Approval of Cell Tower Agreement
 - 08-15-03 Consider Authorization of Tennis Center Capital Improvements
- X. Council/Staff Topics**
- XI. Executive Session**
- XII. Adjourn**

This agenda is subject to change at any time up to 24-hours prior to the scheduled meeting

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor & Council Members

FROM: Jonathan N. Rorie, Interim City Manager 

DATE: August 5, 2015

SUBJECT: Discuss/Consider SR 54 West Corridor Study Improvements Design
August 6, 2015, City Council Meeting

Recommendation:

That Council:

- Approve \$44,000 from Fund Balance for the design of intersection improvements at MacDuff Pkwy/SR 54W
- Continue the item related to Commerce Drive and Market Place to the September 17, 2015, agenda for consideration to allow for business input.

Discussion:

Council continued discussions of the recommendations in the 2014 SR 54 W Corridor Study improvement recommendations at a workshop on August 4. While none of these recommendations will eliminate the traffic congestion in the corridor during the peak hours, each plays a role in making incremental improvements until long-term improvements can be implemented by the Georgia Department of Transportation. Following discussion, Council requested that staff bring forward three areas for further discussion and funding:

MacDuff Parkway / SR 54 W – The recommendations for this intersection include reconfiguration of the adding a second left turn lanes from MacDuff Parkway onto SR 54, extending the left turn lanes to approximately 250 ft., and relocating the through lane to MacDuff Crossing. The estimated cost of design is \$44,000 and would allow the City to bid the project to establish firm costs and project times for future consideration. As discussed, this work could require partial or complete closure of the MacDuff Parkway/SR 54 intersection, so may not be feasible until the extension of MacDuff Parkway has been completed. The design and bidding of the project would help to make that determination.

Planterra Way / SR 54 W – The recommendations for this intersection include adding a dedicated left-turn lane onto SR 54, extending that lane to the entrance of the Tennis Center to allow for stacking during peak traffic hours, reducing the length of the existing eastern median nose on SR 54, restriping the intersection to improve turning movements from the Wal-Mart/Home Depot entrance, and eliminate the phased northbound and southbound signal timing. Council approved \$54,000 in funding to design improvements at this intersection, so no action is necessary on August 6.

Commerce Drive & Market Place – the recommendations for these intersections involve multiple components in three locations.

1A – Market Place – the study recommended the construction of a continuous Green T at this location, allowing westbound traffic on SR 54 to continue flowing, with eastbound traffic stopping for turning movements to and from The Avenue. Market Place would be restricted to right-in/right-out movement. Due to the significant expense of constructing the Green T, Council has expressed an interest in reducing the scope to the right-in/right-out restrictions for traffic entering SR 54 from Market Place.

1B – Commerce Drive – The study recommended limiting this intersection to right-in/right-out movements. Council has expressed an interest in taking the opportunity created by closing the median to extend the SR 54 eastbound left-turn lane to reduce the interference that the current limited stacking ability causes.

1C – Westpark Drive/Market Place Connector/SR 74 N – the study recommended installing a signal at this intersection to safely direct the traffic entering and exiting Market Place that has been re-routed by the conversion to right-in/right-out only at Market Place and SR 54.

A cost analysis of the projects will be provided at the meeting.

Council has expressed a desire to begin discussions on these items, but to continue the decision to a later meeting to allow for input from the businesses in both Westpark and Market Place.

Construction Costs:

Staff has estimated construction costs for the various projects; however, detailed plans are necessary to bid the projects for definitive construction costs and construction timelines. After receipt of project bids, staff will make further recommendations and seek final authorization to fund the various projects estimated to occur in the February/March time frame.

Budget Impact:

As this is an unbudgeted project, funding for this project would have to be transferred from the General Fund Reserve Balance.

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor and Council

VIA: Jonathan N. Rorie, Interim City Manager
Paul Salvatore, Financial Services Director *P.S.*
Kelly Bush, Assistant Finance Director *KB*
Angela Egan, Purchasing Agent

FROM: David Borkowski, City Engineer *David A. Borkowski*

DATE: August 4, 2015

SUBJECT: Tennis Center Lighting Project
August 6, 2015 City Council Meeting

Recommendation: Staff recommends that the city council approve acceptance of the grant donations and authorize the Tennis Center Manager to execute a contract with Frontier Electric for the installation of the lighting upgrades with the city share of cost not to exceed \$25,000.

Discussion:

This project represents a collaborative public /private partnership between Club Corp, the Tennis Center Manager, Peachtree City and three (3) additional private contributors. The project consists of lighting upgrades for the six (6) covered tennis courts to meet the lighting requirements of the United States Tennis Association (USTA). This project includes removing, cleaning the existing 60 units and rehanging them; installing 100 new fluorescent high-bay fixtures; as well as all materials needed to support the increased lighting load.

Jonathan Fralick, the Tennis Center Manager, initially took the lead on this project. He has worked with the City's electrical contractor and Eaton (formally Cooper Lighting) to establish the lighting specifications and design layout to provide 75fc across the surface of the covered courts. In addition, Mr. Fralick has received \$46,000 in grant commitments to partially fund the project from the following:

- The USTA award grant is going to be \$10,000
- Club Corp will invest \$30,000
- State Farm will donate \$4,000
- Southern Crescent (Tennis) will donate \$2,000

The total cost of the project is quoted at \$69, 945 with 66% of the funding coming from private contributions. To fully fund the project, the city will be contributing a not to exceed amount of \$25,000 or 34% of the total project cost of \$70,000.

Budget Impact:

The lighting upgrade is an approved facility bond project. By accepting the donations, the total cost to the city will be reduced to a NTE amount of \$25,000. As an approved project, funding will be drawn from Facility Bonds account 381-6110-541300.

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City Council of Peachtree City
Meeting Minutes
July 16, 2015
7:00 p.m.

The Peachtree City Mayor and Council met in regular session on Thursday, July 16, 2015. Mayor Vanessa Fleisch called the meeting to order at 7:00 p.m. Others attending: Terry Ernst, Eric Imker, Mike King, and Kim Learnard.

Announcements, Awards, Special Recognition

Mayor Fleisch recognized the 4th of July Parade trophy winners:

Grand Marshal's Award – Brian McConnell
Mayor's Award – Fayette Hobbies; Most Patriotic – Midwest Food Bank
Most Creative – St. Paul Lutheran Church
1st Place Golf Cart – New Neighbors League Club
2nd Place Golf Cart – PTC Garden Club
3rd Place Golf Cart – Bruce Maestre

Fleisch announced that the Fire Department had received a new ISO Rating, going from a 3 to a 1. Tim Pierson was recognized as Employee of the Month for May. Terry Blackburn was recognized as the Employee of the Month for June. Scott Pittman was recognized as the Supervisor of the Quarter. Kirk and DeeDee Panayis donated Nubee infrared thermometers to the Police Department, which would help officers in determining the temperature inside a vehicle when there were children or pets left inside.

Minutes

June 15, 2015, Budget Workshop Minutes

June 22, 2015, Budget Workshop Minutes

June 18, 2015, Regular Meeting Minutes

July 7, 2015, Budget Workshop Minutes

King moved to approve the June 15, 2015, budget workshop minutes; June 18, 2015, regular meeting minutes; June 22, 2015, budget workshop minutes; and July 7, 2015, budget workshop minutes. Ernst seconded. Motion carried unanimously.

Consent Agenda

- 1. Consider Support for Participation in Georgia Dept. of Public Health's Closed Pod Program**
- 2. Consider Amendment to Solicitors and Peddlers Ordinance – Time Restrictions**
- 3. Consider FY 2015 Budget Amendment – Kedron Program Instructors**

Ernst moved to approve Consent Agenda items 1 – 3. Learnard seconded. Motion carried unanimously.

Old Agenda Items

There were no Old Agenda Items.

New Agenda Items

07-15-01 Consider Budget Adjustment for Emergency Tree Work

Public Works Superintendent Scott Hicks asked Council to approve an additional \$30,000 from the General Fund Reserve to the City's contract for service budget for tree removal. An excess of amount of limbs and trees had come down during the storm on June 27, which had depleted the funding for tree removal for FY 2015. Public Works was still 57 requests behind at this point, and more requests were coming in every day.

Learnard moved to approve the budget amendment to the FY 2015 budget for \$30,000. King seconded. Motion carried unanimously.

07-15-02 Public Hearing – FY 2016 Budget

Financial Services Director Paul Salvatore gave a brief PowerPoint on the highlights of the proposed FY 2016 budget. He clarified that state law required one public hearing on the budget, but Council was not required to make a decision at this meeting. The general fund was \$33.5 million, and the capital budget [Public Improvement Program (PIP)] was \$1.2 million. The City had two enterprise funds – stormwater (\$2.3 million) and the amphitheater operations (\$1 million). Salvatore noted those funds had not been discussed in the workshops, but there were no rate changes planned for next year, no new bonds were anticipated, and the status quo would be driven by current revenue streams. The City had one special revenue fund, hotel/motel tax, currently estimated at approximately \$1.5 million split evenly with the Convention and Visitors Bureau (CVB) and the City. The hotel/motel tax was an 8% tax on lodging, with 4% to the CVB and 4% to the City. The Special Purpose Local Option Sales Tax (SPLOST) for transportation infrastructure was depleted, Salvatore said, adding that had been a key point throughout the budget process and the burden for those expenses was now on the General Fund.

Salvatore continued that there would be no change in the maintenance and operations (M&O) millage rate; it would remain at 6.756 mills. A tax increase would be advertised because the tax assessments had increased. There were no across-the-board pay increases included in the proposed budget. Salvatore explained that the original City Manager's budget had included a 2.1% pay increase that had been proposed based on the consultant's recommendation, and that was removed during the workshop process. However, \$114,000 had been dedicated for merit raises as needed, which would be looked at on a case-by-case basis. The proposed merit increases were the equivalent of approximately 0.75%, as opposed to 2.1%. It would be a one-time funding source going forward.

An additional detective position was included, which was a \$79,000 ongoing cost. Salvatore clarified that was not only the salary, but the entire cost. The salary would be the low \$40,000s, with the remainder to be used for the cost of the uniforms, service weapon, radios, laptop, vehicle, and everything else. An additional contract employee had been included for the Building Department at \$52,000 through the City's SafeBuilt contract, and the expense would be 100% offset by additional Building Department revenues. Salvatore said it was a good sign for the economy – as permanent revenue rose, the City needed that additional contract employee. Also, staff suggested reclassifying a Public Works supervisor position to a heavy equipment operator and adding an additional maintenance tech to the cart path crew, at a cost of about \$25,000. Salvatore said that was in response to demand for service levels in maintaining the cart path system.

Salvatore reiterated that FY 2015 was the first year the City had no SPLOST funding available for transportation projects, which had been approximately \$2 million each year. This current fiscal year, \$440,000 had been budgeted for cart path maintenance, and those funds covered only materials and supplies. Staff wanted to increase that amount to \$665,000 to increase resurfacing on the cart path system from six miles to nine miles, but that amount did not cover labor costs. It also did not include the contract with Keep Peachtree City Beautiful (KPTCB) for litter cleanup or police patrol. The estimated total cost of maintaining the cart path system was between about \$1.7 – \$1.8 million annually. To partially offset that additional \$225,000 for next year, increasing the golf cart registration fee to \$15 annually had been discussed, which was approximately \$180,000 in revenue. Street resurfacing was budgeted at \$1.8 million, which covered five miles of resurfacing.

Salvatore looked at the five-year model, which showed the use of \$769,000 from Cash Reserves in FY 2016. A millage increase of 0.25 mills was programmed for FY 2017 to cover ongoing maintenance needs. No other millage increases were anticipated at this time.

Salvatore continued that the projection had been to use approximately \$800,000 from Cash Reserves for FY 2015 and to use approximately the same amount in FY 2016, which Salvatore cautioned should not become an ongoing use. Usually funds from Cash Reserves grossed over \$1 million, with contingencies added in. Salvatore said that explained the need for a 0.25 millage rate hike in FY 2017, which should maintain the Cash Reserves above the required 25% fund balance.

The capital budget highlights included \$200,000 for bridge maintenance, plus another \$60,000 for the wooden bridges. There would be no police vehicle replacements for the next fiscal year due to the change in the mileage policy, so there was a one-time reprieve for police vehicles; however, there would be routine vehicle and equipment replacements needed. There were also Court software and hardware upgrades, and some money put aside for upgrading the Council Chambers audio-visual system. There had been complaints about the webcasting in particular, Salvatore said, noting that the City was using a free service. Playground equipment upgrades were also scheduled in FY 2016.

The items in the 2016 PIP totaled \$1,219,291, Salvatore said. Some items would be acquired using five-year financing on a lease purchase. Funds were also included for a storage structure for the Fire Department's public education bus, and \$10,000 was earmarked for PIP Contingency.

Fleisch opened the public hearing.

Jonathan Ciecka asked about something he read in the proposed budget, citing the change in the number of certified versus uncertified police officers. Ciecka asked for clarification on the difference between the two. Ciecka said that, on the personnel changes page, there was something about losing 12 corporals/certified officers, and gaining 11 uncertified officers. He asked why the shift was occurring.

Assistant Finance Director Kelly Bush said that number was always a moving target.

Interim Police Chief Stan Pye explained that they usually hired uncertified officers, who had to attend the police academy before going out on the road. The academy could be a 10-week academy or a six-month academy. Once the officers completed the academy, they could work as a certified officer. They were actually hired in as uncertified. Pye continued that the shift in the numbers was due to the turnover rate, which fluctuated from year to year. There was currently a very high turnover rate.

No one else spoke. Fleisch closed the public hearing.

Imker followed up on Ciecka's question, saying the officers would be uncertified at the beginning of the fiscal year, and by the end of the fiscal year, those that were identified as uncertified would be certified. Pye said that would absolutely be the case.

Fleisch asked Council if anyone had comments on the proposed FY 2016 budget.

Imker said he would not propose any changes in August, saying the majority of Council had spoken, and that was not going to change unless Council heard something dramatic from the

public, which he did not see happening this year. He was quite satisfied with the way the budget process had gone this year.

A vote was not required at this meeting.

07-15-03 Public Hearing – Consider Approval of Fayette County Hazard Mitigation Plan Update

Fire Chief Joe O'Connor explained that the Hazard Mitigation Act of 2000 required counties and their municipalities to adopt a plan in order to continue efforts for drainage and flooding project improvements and reduce communities' vulnerability from both manmade and natural disasters. Fayette County had always been on the cutting edge. A plan had been in place since 2000, and the County was charged with updating it every five years to ensure that it reflected the current hazards and the programs and projects to potentially mitigate those hazards. This made the projects eligible for any available grant or other public funding.

The Fayette County Emergency Manager had led a very cooperative process, according to O'Connor. Members of the City's department participated, along with the City Engineer and someone from the Stormwater Utility. This provided the opportunity to include City projects within the county-wide list. Adoption of the plan did not commit the City to spend any money to perform any of the maintenance or any of the construction projects that were referenced in the plan. Adoption just affirmed the county's update efforts, and acknowledged the City's support of the process. O'Connor said the City's projects were clearly laid out in the plan. His recommendation was to support the county's effort in this area.

Fleisch opened the public hearing. No one spoke either for or against the Fayette County Hazard Mitigation Plan. Fleisch closed the public hearing.

Learnard asked what it meant to have a project on the list. O'Connor said if grant funding became available, the plan helped to establish projects as a community priority and deserving of available funding. There was no funding right now for such projects, but it did open from time to time. O'Connor added that because there was a plan and there had been a plan on the books, the City was reimbursed for some of the expenses that occurred during the ice storm when assistance was required locally from the Federal Emergency Management Agency (FEMA). The level of reimbursement was actually higher than a typical community the same size because there was an adopted hazard mitigation plan on the record. It was a proven program that had helped the City in the past. O'Connor encouraged Council to adopt it.

Learnard moved to approve the resolution in support of the 2015 revision of the Fayette County Hazard Mitigation Plan. Ernst seconded. Motion carried unanimously.

07-15-04 Consider Resolution of Support for Charter Change to Allow for Even Year Election of Mayor and Council Members

City Attorney Ted Meeker said a draft resolution and proposed legislation was before Council, which would work to do two things – eventually change the terms of office so elections would occur in even-numbered years and provide for a referendum to be held in November of 2017 to reduce the terms of office for posts one and two, which would be elected in November 2016. To get on the even-year cycle, those terms would need to be reduced from four years to three years. Meeker noted a correction had been made in the resolution regarding the posts, which had originally been posts three and four.

Meeker said that, after the last time Council discussed this matter, Council Member Imker had contacted him about the term limits and successive terms. Imker said someone could stagger

the change in terms and defeating the current limits of two consecutive four-year terms. Meeker said he changed that paragraph to the limitation of two successive four-year terms, or one successive three-year and four-year term. That change was not currently reflected in paragraph F of the legislation.

King said that, in the last five elections, four out of five eligible voters actually voted during even-year elections. During odd-numbered year elections, only one in five voters went to the polls. It was time to make this change. Although the process was going to take a little bit of time, King said this would make it easier for the public to vote. It was common sense that the City needed to have the members of Council and the Mayor elected by a majority of the electorate. King moved to approve the resolution of support for the Charter change to allow for even year elections of both Mayor and Council Members. Learnard seconded. Motion carried 4-1 (Fleisch)

Council/Staff Topics

Interim City Manager Jon Rorie said he had a few topics that he had asked various staff members to discuss, saying Recreation Administrator Cajen Rhodes would speak first.

Rhodes reported he had reached out to the Georgia Department of Natural Resources (DNR) Wildlife Resources Division to see if they could provide assistance in the revitalization of Lake Peachtree. They were more than willing to jump on board, and they had an extensive history with Lake Peachtree, Lake Kedron, Lake McIntosh, and Lake Horton. Rhodes met with a fisheries technician and the fisheries biologist, saying they definitely knew what they were doing, which was why he reached out to them.

The first thing was there was still a body of water out there, Rhodes said. They wanted to initiate electro-fishing for a good sample of what was currently in the lake. Rhodes expected the people from the Wildlife Services Division to be in the City within the next few weeks, and he would accompany them as they discovered what was in the lake.

Rhodes explained that in electro-fishing, positive and negative charges were sent out into the water, which shocked the fish so they would float to the top. The fish were then netted and placed in a live well. They would be weighed, measured, and put back into the lake. It was completely safe for the fish. They were just shocking them so the fish came to the top, and the information could be recorded.

Rhodes said snakes would be included, adding they were actually looking for both predators, like a bass, and prey, such as brim. There had to be both predators and prey for a healthy lake and a healthy environment. The DNR would also help to identify the types of weeds, and then provide a recommendation regarding the numbers of grass carp that would be needed. Typically, five carp per acre of lake was the average. They would do a complete assessment, then write a plan with recommendations.

Rhodes continued that DNR had its own fisheries and would be able to provide what was needed at little or no cost to the City. They did not provide the sterile grass carp, but had a list of recommended vendors from which the City could purchase the carp at approximately \$10 per fish.

Rhodes continued this was not going to be a situation where the lake was filled with water one day and the fish were thrown in the next. It would be a gradual process once the lake was full. There had not been water in the lake for some time, so all the non-aquatic plants had to die off, then the fish would be introduced. Rhodes said he was counting on the professionals for guidance and recommendations.

Rhodes said there was no cost for the assessment. He continued that the DNR had provided the City with fish in the past. Luther Glass Park, also known as Three Ponds, had been stocked with 4,000 catfish at no charge to the City. They had also put over 4,000 fish in Lake McIntosh at no cost to the county. They were public lakes and were used by the public. They could provide more assistance for publicly-owned waters.

Rorie said it was worth noting that the Recreation Department had a line item in their budget for restocking fish in the various lakes and ponds throughout the City, which was why Rhodes was handling this project rather than Engineering or Stormwater. It was a logical choice for Rhodes to handle the project.

Rhodes said he had worked with DNR directly on restocking the ponds at Luther Glass Park in the past. An annual fishing event for children was held at the park that was free and open to the public. As long as the ponds were healthy, the DNR was willing to come and put fish in them. It was a great service.

Rorie asked Public Information Officer/City Clerk Betsy Tyler to provide an update on something that had recently been in the news.

Tyler reported that a local news station was currently investigating and reporting on problems around metro Atlanta with a pool management and lifeguard contracting company called USA Pools. The City had contracted with USA Pools of Georgia to manage its pools at Kedron, Glenloch, and the fountain in City Hall plaza. This might cause some citizen confusion. Last year, the owners of USA Pools of Georgia, the City's contractor, advised the City that they had terminated one of the sons/brothers involved in the business. However, that son had continued to do business using versions of the USA Pools' name.

Although the business being investigated by 11 Alive News had a similar name, and similar names for the principals, it was not the City's contractor. USA Pools Company of Georgia was taking legal steps to change their name to United Pools, but it would take some time to go through that process. Staff wanted to make the announcement at the meeting to prevent any public confusion moving forward. Tyler added that the same people from USA Pools of Georgia were still working at Kedron, reiterating that the City's contract had never changed nor had the people working with the City.

Imker said he had three quick things. He noted there were Boy Scouts at the meeting, and asked those attending for citizenship in a community to raise their hands. He commended them for coming to the meeting. Imker pointed out that former Fire Chief Stony Lohr was also at the meeting. He asked Salvatore to explain the upcoming hearings on the millage rate.

Salvatore said he first had to get the tax digest from the County Tax Commissioner, saying he had spoken with the commissioner that day with the hope of getting some preliminary numbers. Based on the preliminary numbers, the projections in the FY 2016 budget appeared to be accurate, and that was good news if the numbers did not change much. Once the City had the digest, the five-year history of the digest had to be advertised least two weeks before Council adopted the millage rate. Since there was going to be a tax increase due to the assessment increases, three public hearings had to be held. Two could be held on the same day, with one a week later. Salvatore said he tried to time the hearings with the meeting at which Council would adopt the actual budget and the millage rate. He expected the whole process should be complete by the second meeting in August if the City received the tax digest in the next day or two.

Learnard asked why Council had a July 30 meeting date on the calendar. Salvatore explained that, per the regulations of the Department of Revenue, the millage rate setting process was supposed to be completed by August 1. Staff liked to publish a schedule that showed the City planned to be in compliance. Since it was July 16 and the City had not received the digest, the tentatively scheduled July 30 meeting would not be held. There were advertising guidelines to be met and public hearings to be scheduled. Salvatore said he understood the County's deadline had been extended to September 4, so the City would be able to complete the process in August. Learnard clarified that she could remove July 30 from the calendar, and Salvatore confirmed that.

Imker noted three hearings on the millage rate were required, and the first one would probably be held at the first council meeting in August, with the last one held 14 days later on August 20. There would be one in the morning, and one during the regularly scheduled Council meeting to qualify for the three millage rate hearings.

Salvatore said that was correct, adding there would be a separate agenda item to adopt the millage rate right after the third public hearing.

Learnard moved to go into executive session for real estate and pending or threatened litigation at 7:51 p.m. Ernst seconded. Motion carried unanimously.

King moved to reconvene in regular session at 9:09 p.m. Learnard seconded. Motion carried unanimously.

There being no further business, King moved to adjourn. Learnard seconded. Motion carried unanimously. The meeting adjourned at 9:10 p.m.

Pamela Dufresne, Deputy City Clerk

Vanessa Fleisch, Mayor

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor and Council Members

VIA: City Manager 
Planning and Development Director 

FROM: Senior Planner David

DATE: July 30, 2015

SUBJECT: Consider Adoption of 2015 Capital Improvements Element (CIE)
Annual Update
August 6, 2015 City Council Agenda

Recommendation:

Staff recommends that Council approve the attached Adoption Resolution and authorize Staff to forward this document to the Atlanta Regional Commission (ARC) and the Georgia Department of Community Affairs (DCA).

Discussion:

Both the ARC and DCA have completed their review of the city's 2015 Capital Improvements Element (CIE) Annual Update to the Comprehensive Plan. Submittal of these documents assures ARC and DCA that local governments are in compliance with their adopted Comprehensive Plans and allows us to maintain our status as a Qualified Local Government (QLG). These documents must be officially adopted by City Council in order to complete this step in updating our Comprehensive Plan.

Budget Impact:

There are no budget impacts associated with this request.

Attachment

**A RESOLUTION OF THE CITY COUNCIL OF
THE CITY OF PEACHTREE CITY ADOPTING THE
2015 CAPITAL IMPROVEMENTS ELEMENT (CIE)
ANNUAL UPDATE TO THE PEACHTREE CITY COMPREHENSIVE PLAN.**

WHEREAS, the City of Peachtree City has completed the 2015 Capital Improvements Element (CIE) Annual Update to the city's Comprehensive Plan in accordance with the revised Local Planning Standards as adopted by the Georgia Department of Community Affairs (DCA); and

WHEREAS, the City of Peachtree City has prepared an updated Short Term Work Program (STWP) and Capital Improvements Element (CIE) in accordance with the Development Impact Fee Compliance Requirements Procedures for Local Comprehensive Planning established by the Georgia Planning Act of 1989; and

WHEREAS, the City of Peachtree City has prepared an Annual Impact Fee Financial Report in accordance with the Development Impact Fee Compliance Requirements Procedures for Local Comprehensive Planning established by the Georgia Planning Act of 1989.

BE IT THEREFORE RESOLVED, the Mayor and Council of the City of Peachtree City do hereby adopt the 2015 Annual Update to the Peachtree City Comprehensive Plan in accordance with the requirements of the Georgia Planning Act of 1989.

SO RESOLVED, this _____ day of _____, 2015.

Vanessa Fleisch, Mayor

Attest: _____
City Clerk

June 22, 2015

Mayor Vanessa Fleisch
City of Peachtree City
151 Willowbend Road
Peachtree City, Georgia 30269

RE: Capital Improvements Element Annual Update

Dear Mayor Fleisch,

ARC has completed the regional review of the 2015 Capital Improvements Element (CIE) Annual Update for the City of Peachtree City. We are pleased to inform you that the Georgia Department of Community Affairs (DCA) has determined that the update is in compliance with the Development Impact Fee Compliance Requirements and the Minimum Standards and Procedures for Local Comprehensive Planning.

Renewal of Qualified Local Government (QLG) status is contingent upon official adoption of the update as an amendment to the City's Comprehensive Plan. **Please take note of the enclosed advisory comments from DCA that should be considered prior to adoption.** The update may be adopted at any time. Once adopted, please send ARC digital copies of the adoption resolution and the final, adopted update document so that we may forward those materials to DCA. Upon receiving notice that the update has been adopted, DCA will renew the City's QLG status.

I commend you and the City of Peachtree City for your commitment to the comprehensive planning process. Please contact Andrew Smith at (404) 463-5581 or asmith@atlantaregional.com if you have any questions or if we can provide further assistance.

Sincerely,



Dan Reuter
Manager, Community Development Division

Enclosure

Cc: David Rast, Senior Planner



Andrew Smith

From: Jon West <Jon.West@dca.ga.gov>
Sent: Tuesday, June 09, 2015 10:47 AM
To: Dan Reuter; Jared Lombard; Andrew Smith; Jonathan Tuley
Cc: PEMD OPQG Administration
Subject: Peachtree City CIE Annual Update Approval w Advisory

Dan, Jared, Andrew and Jon,

Our staff has reviewed the Annual Capital Improvement Element (CIE) Update for the City of Peachtree City and finds that it adequately addresses applicable requirements. We do, however, have an advisory comment, below. Please review the advisory comment with the local government before they move forward. The next step is for the local government to adopt the CIE Update. As soon as your office provides written notice that the CIE Update has been adopted and provides DCA with a digital copy of the final adopted version of this document, we will notify the local government that its Qualified Local Government status has been extended. If you have any questions, please contact us at 404-679-5279.

Advisory Comments on the Annual CIE Update

Annual Financial Report

- The Development Impact Fee Act prohibits funding of administrative costs in excess of 3% of the total impact fees collected, or \$4,561.80 in this case. Your reported administrative costs were \$4,578.00, which exceeds the 3% cap by \$16.20. Please stay at or under the 3% cap for administrative costs in future years.

We hope these comments provide practical guidance and assistance for the City of Peachtree City.

Thanks,



Learn more about our commitment to [fair housing](#)

Jon A. West, AICP

Senior Planner: Local & Intergovernmental Programs
Georgia Department of Community Affairs
60 Executive Park South, NE
Atlanta, Georgia 30329

Direct 404-327-6872

Fax 770-302-9703

Jon.West@dca.ga.gov

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor and Council

VIA: Interim City Manager 

FROM: Deputy City Clerk 

DATE: July 21, 2015

SUBJECT: Alcohol License – NEW – Palmer's
August 6, 2015, Council Meeting

Recommendation:

Staff recommends Council consider the attached application for a new alcohol license.

Discussion:

Palmer's, 991 Peachtree Parkway North (former KFC/Pizza Hut building), has submitted a request for a new alcohol license. Ms. Ashley Edwards has requested she be appointed as the Licensee and License Representative.

Budgetary Impact:

The budgetary impact of the alcoholic beverage license will be positive. The applicant will be required to pay the annual fee for the sale of beer, wine, and distilled spirits, which is \$5,000. If they choose to serve on Sunday, they will pay an additional \$500 annually.

Attachments

Application For Alcoholic Beverage License

Business Name: Palmer's	Business Location: 991 N. Peachtree Pkwy	
Nature of Business: Restaurant	Mailing Address: 991 N. Peachtree Pkwy PTC, GA	Business Phone Number: 404-583-1056
Name of Licensee: Ashley Edwards	Home Address: 204 Greensway PTC, GA	Home Phone Number: 404-583-1056
Name of License Representative: Same	Home Address: Same	Home Phone Number: Same

Please indicate type of licenses applying for:

Retail Consumption Dealer	Retail Package Dealer	Wholesale Dealer
✓ Malt Beverage	 Malt Beverage	 Malt Beverage
✓ Wine	 Wine	 Wine
✓ Distilled Spirits	 Distilled Spirits	 Distilled Spirits

Please complete information below (use separate sheet if necessary):

NAME	ADDRESS	PHONE NUMBERS
Individual Owner's Name, Partners' Names, Corporation Name and the name of the name of a Contact Person regarding License Changes, Taxes, etc.	Please provide Home Addresses for the individuals listed:	Please provide Home and Business Phone Numbers for individuals listed:
John Edwards	204 Greensway PTC	404-583-1055
Ashley Edwards	204 Greensway PTC	404-583-1056
Gordon Ricker	896 Glen Arden Way, Atlanta 30306	404-245-0857
Breakpad, LLC		

Is any person who owns an interest in the license an employee of the City of Peachtree City? YES NO

If YES, Please Provide Name of Employee: _____

Pamela Dufresne

From: ashley edwards <ashed@bellsouth.net>
Sent: Friday, July 10, 2015 1:20 PM
To: Pamela Dufresne
Subject: palmer's

Hi Pam,

Thank you for your help today in getting my alcohol permitting paperwork together.

There are 2 other small partners in our group that I probably should have put on the application.

Would you mind adding them?

Their information is as follows:

Casey Bondell
1967 Josephine Ave SE
Atlanta, GA 30316

404-394-7238

Michael Elliot
17268 Acorn Ridge
Eden Prairie, MN 55347

952-258-4561

Thanks!

Ashley Edwards

State of Georgia

City of Peachtree City

I, Stanley L. Pye, Interim Chief of Police for the City of Peachtree City, do hereby certify that:

Ashley Edwards
204 Greensway
Peachtree City, GA 30269

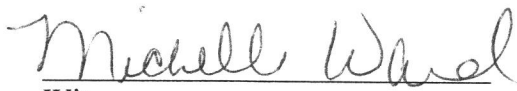
has been investigated and found not to have been convicted of, nor to have entered a plea of nolo contendere, to any felony or misdemeanor relating to the sale or use of alcoholic beverages or illegal narcotics or drugs within five (5) years prior to the date of the application for this license.



Stanley L. Pye
Interim Chief of Police

7-14-15

Date



Witness

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor and City Council

VIA: Jonathan Rorie, Interim City Manager 
Paul Salvatore, Financial Services Director 
Kelly Bush, Asst. Finance Director 
Angela Egan, Purchasing Agent  P.S.

FROM: Jill Prouty, Library Administrator 

DATE: July 17, 2015

SUBJECT: Library Impact Fee Expenditure
August 6, 2015 City Council Meeting

Recommendation:

Staff recommends City Council approve a FY2015 impact fee expenditure for a not to exceed amount of \$5,000 to expand digital circulation materials for the library.

Discussion:

Since 2009, the city has been collecting impact fees to expand circulation materials for the library. At the present time collected impact fees for the library total \$18,000.

Over the course of the last few years, the Peachtree City Library has experienced increased demands for downloadable books and audiobooks. There is a high probability demands for digital content will increase in the future, even though demand for "hardcover" materials remain steady.

As a result of increasing demand, staff is proposing the use of impact fees to expand digital materials incrementally over the next few years. Staff is requesting a total funding amount of \$4,928 for FY2015 to add ninety-nine (99) unique titles of digital circulation materials.

Budget Impact:

Special and restricted impact fee revenue funds are available; therefore, staff proposes that funding for a not to exceed amount of \$5,000 to be drawn from the Library Impact Fee expense account 329-6510-531400. There will not be an impact on the general fund budget.

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

MEMO TO: Mayor and City Council

VIA: Jonathan Rorie, Interim City Manager 

FROM: Paul J. Salvatore, Financial Services Director *P.J.S.*
Kelly Bush, Assistant Finance Director *KB*

DATE: July 27, 2015

SUBJECT: Budget Amendment FY15
August 6, 2015 *City Council Consent Agenda*

Recommendation:

It is Staff's recommendation that City Council approve the attached budget amendments and reallocations to the Fiscal Year 2015 Budget.

Discussion:

The first budget amendment attached allocates \$180,000 surplus revenue in the Hotel Motel fund by increasing payment to CVB \$90,000 and operating transfer to General Fund \$90,000 and in the General Fund increases revenue \$22,500 for tourism product and development with the offsetting increase to expense for sewer and other miscellaneous repairs at the Tennis Center. This amendment also relocates \$67,500 from Surplus Carryover to Operating Transfer from Fund 275 which reduces the use of fund balance;

The second budget amendment attached increases Capital Loan Proceeds and Machinery and Equipment by \$24,000 in the FY2015 PIP fund. This is to upgrade a F350 dump truck to a F750 dump truck as discussed in the Cart Path Enhancement Proposal at the FY16 Budget Workshop;

The third budget amendment attached increases both the revenue and expense in the General Fund by \$5,835 – the revenue for the insurance reimbursement and the expense for the repair of the vehicle struck by a falling tree branch.

The attached budget reallocation is to reduce \$7,800 funding in Code Enforcement for 3 laptops that were purchased from the FY2014 budget, and \$5,600 in the Library for 7 patron PC's that were purchased with a grant. The funds are reallocated to Information Technology for the purchase of port authentication software (\$10,400) that is crucial for network security.

Budget Impact:

The proposed budget amendments will impact the FY15 PIP fund by increasing revenue and expense \$24,000, the General fund by increasing revenue and expense \$28,835, and the Hotel Motel fund by increasing revenue and expense \$180,000.

If you have any questions, please do not hesitate to contact either Paul Salvatore or Kelly Bush. Thank you for your attention to this matter.

Attachments

CITY OF PEACHTREE CITY

BUDGET AMENDMENT

15-xxx

08/07/2015

[illegible]

Budget Amendment To Increase budget for vehicle repair and insurance reimbursement This is an increase to general fund revenue and expense

To Increase budget for vehicle repair and insurance reimbursement
This is an increase to general fund revenue and expense

This is an increase to general fund revenue and expense

CITY OF PEACHTREE CITY

BUDGET AMENDMENT

15-xxx

08/07/2015

[illegible]

Budget Reallocation to allocate hotel motel revenue higher than budgeted This reduces use of fund balance and portion of this is for sewer and other misc. repairs at the Tennis Center
--

CITY OF PEACHTREE CITY

BUDGET AMENDMENT

NUMBER 15-xxx

DATE 08/07/2015

[illegible]

Budget Amendment To upgrade dump truck purchase from a F350 to a F750 as part of Cart Path Enhancement Proposal discussed in FY16 Budget Workshop Presentation.
--

Budget Amendment To upgrade dump truck purchase from a F350 to a F750 as part of Cart Path Enhancement Proposal discussed in FY16 Budget Workshop Presentation.
--

Entered _____

Approved _____

CITY OF PEACHTREE CITY

BUDGET AMENDMENT

NUMBER 15-xxx

DATE 08/07/2015

ACCOUNT	PROJECT	DESCRIPTION	INCREASE	DECREASE
---------	---------	-------------	----------	----------

[illegible]

Budget Reallocation

To shift unused funding in departments to reallocate for purchase of port authentication software this is critical for network security.

Entered _____

Approved _____

SUMNER | MEEKER
LLC
ATTORNEYS AT LAW

THEODORE P. MEEKER, III

14 EAST BROAD STREET
NEWNAN, GEORGIA 30263

TELEPHONE 770-251-1750
FACSIMILE 770-251-1770

TO: City Council
City of Peachtree City

FROM: Theodore P. Meeker, III 
City Attorney

DATE: July 29, 2015

RE: Use of eminent domain to acquire stormwater easements at 212
Oakmount, 213 Oakmount, 215 Oakmount, 305 Pinemount, 617 Golf
View, and 618 Golf View

Attached are six (6) Resolutions and Declarations of Taking which authorize the use of eminent domain proceedings to acquire stormwater easements for the Golf View Stormwater Project.

With the exception of one (1) parcel, the owners have agreed to the value of the easement. The exception has not responded in any way to the City's communications. The issue with these parcels has been either the non-responsiveness of the lenders, or in one instance the number of lienholders.

The easements have been appraised, and the value will be deposited with the Court upon the filing of the Petition.

Staff has viewed the use of eminent domain as a last resort to obtain the easements. In order to proceed with this project and maintain the desired time line, acquiring the easements via this process is necessary.

TPM/kg

Resolution No. _____

ORDER AND RESOLUTION
OF THE MAYOR AND CITY COUNCIL OF THE
CITY OF PEACHTREE CITY, FAYETTE COUNTY, GEORGIA

WHEREAS, the City Council of the City of Peachtree City, Fayette County, Georgia has determined that the stormwater collection system on Golfview Drive needs certain maintenance and improvements; and

WHEREAS, in order to maintain the projected schedule of Golfview Drive Drainage Improvements Project, it is necessary that the easements, and other rights, if any, for the construction of said project be acquired without delay; and

WHEREAS, the parcel(s) of right of way and other rights as herein described and listed as below, shown of record as owned by the person named herein, all as described and shown in the attachments to this order hereinafter enumerated, all of said attachments, being by reference made a part of this order, are essential for the construction of said project:

Required:	213 Oakmount Drive, <u>4,422 SF</u> Permanent Easement, as designated on plat attached hereto as Exhibit "A"
Attachment:	Exhibit "A" – permanent easement
Owners/ Interested Party	EDWARD R. AVERY SHIRLEY M. AVERY FIRST NATIONAL BANK OF GRIFFIN MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. CITIMORTGAGE, INC.

NOW THEREFORE, it is found by the Mayor and City Council that the circumstances are such that it is necessary that the easements and other rights, if any, as described in attachments to this order be acquired by condemnation under the provisions of the Official Code of Georgia Annotated Sections 32-3-4 thru 32-3-19; and

IT IS ORDERED AND RESOLVED that the Mayor and City Council, through the Mayor and City Attorney, proceed to acquire the title, estate or interest in the lands hereinafter described in attachments to this order and resolution by condemnation under the provisions of said Code, and the City Attorney, is authorized and directed to file condemnation proceedings, including a Declaration of Taking, to acquire said title, estate or interest in said lands and to deposit in the Court the sum estimated as just

compensation, all in accordance with the provisions of said Code. It is further ordered and resolved that the Mayor is authorized to take all actions and sign all documents necessary to proceed with this condemnation.

SO ORDERED AND RESOLVED in lawfully assembled open session, this _____ day of _____, 2015.

Betsy Tyler, City Clerk

Vanessa Fleisch, Mayor

GEORGIA, FAYETTE COUNTY

I, Betsy Tyler, do hereby certify that I am City Clerk of the City of Peachtree City, of Fayette County, Georgia.

I further certify that the foregoing _____ pages constitute a true and exact copy of an Order and Resolution of the Council of the City of Peachtree City, Fayette County, Georgia entered on the _____ day of _____, 2015, as same applied to the tract or parcel of land described in said _____ pages; and the original of said Order is on file at my office at the City Hall, City of Peachtree City, 151 Willowbend Road, Peachtree City, Georgia 30269.

Given under my hand and seal, this _____ day of _____, 2015.

Betsy Tyler, City Clerk
City of Peachtree City, Georgia



LEGAL DESCRIPTION
11 B PERMANENT EASEMENT

All that tract or parcel of land lying and being in Land Lot 126 of the 7th Land District of Fayette County, Georgia, and being a portion of Lot 11 Block B, Plat of Section 11 Golfview Subdivision, as shown on a Plat recorded in Plat Book 6, page 11, in the office of the Clerk of the Superior Court of Fayette County, Georgia, and being more particularly described as follows:

BEGINNING at the southwest corner of said lot 11B;

Thence along the westerly line of said lot, North 17 degrees 44 minutes 45 seconds East, a distance of 181.56 feet;

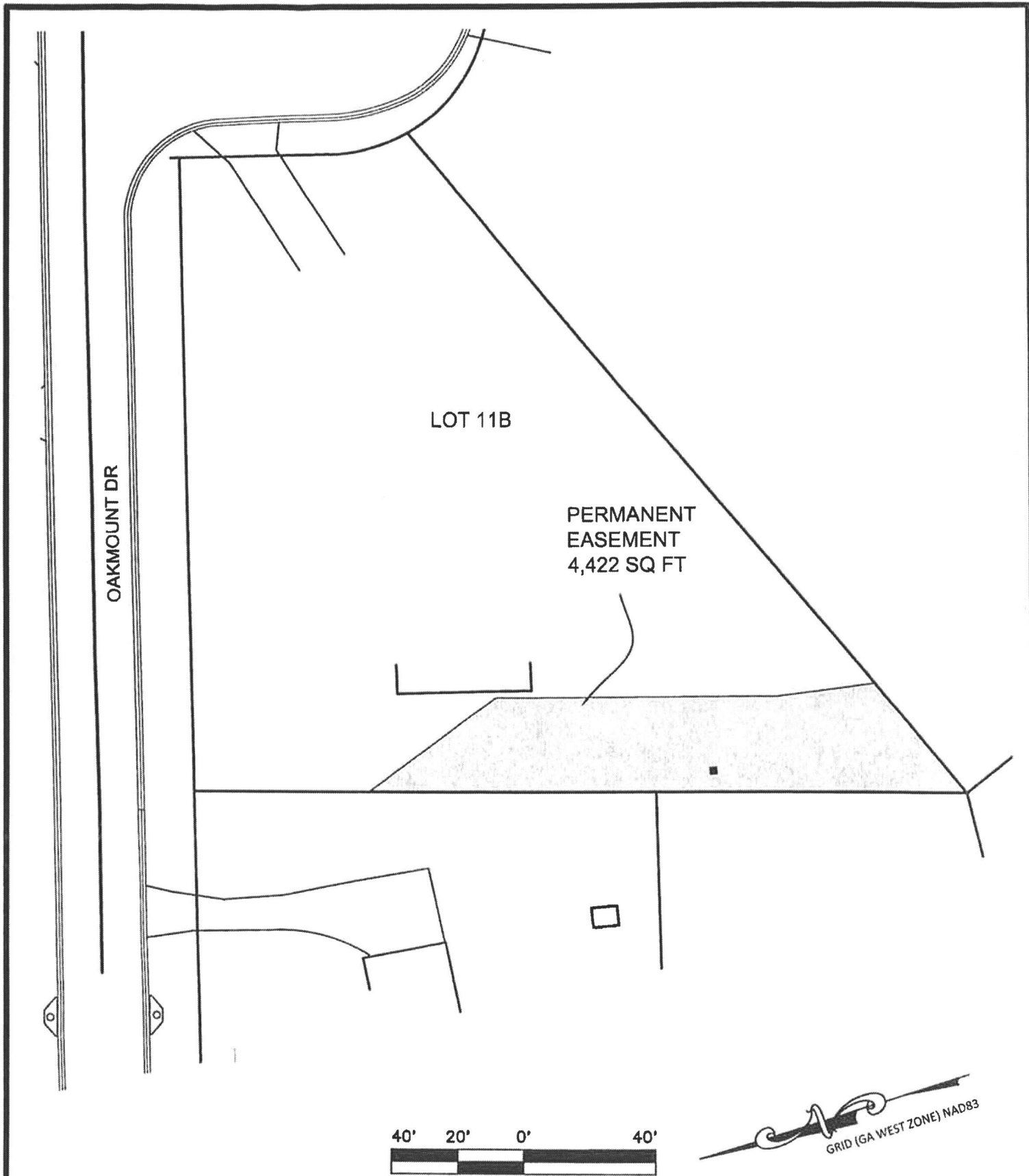
Thence leaving said westerly line, South 18 degrees 52 minutes 38 seconds East, a distance of 48.34 feet;

Thence South 17 degrees 28 minutes 45 seconds West, a distance of 85.18 feet;

Thence South 10 degrees 12 minutes 21 seconds West, a distance of 29.96 feet to the southerly line of said lot;

Thence along said southerly line, South 67 degrees 40 minutes 41 seconds West, a distance of 43.33 feet to the POINT OF BEGINNING.

Containing 4,422 square feet or 0.10 acres, more or less.



11/18/13

AVERY
EXHIBIT A

GOLFVIEW DR
DRAINAGE
IMPROVEMENTS

 **INTEGRATED
Science &
Engineering**
1039 Bellvue Road, Suite 203, Roswell, Georgia 30088
(p) 770.552.2108 (f) 770.552.2107
Atlanta/Savannah

**DECLARATION OF TAKING
213 Oakmount Drive
CITY OF PEACHTREE CITY, GEORGIA
GOLFVIEW DRIVE DRAINAGE IMPROVEMENT**

WHEREAS, pursuant to a Resolution of the City Council of the City of Peachtree City, Georgia, adopted August 6, 2015, there was declared the public purpose of and necessity for acquisition of a permanent easement in that certain parcel of land, identified as 213 Oakmount Drive on Construction Plans for GOLFVIEW DRIVE DRAINAGE IMPROVEMENT, as prepared by Integrated Science & Engineering, Inc. dated November 18, 2013;

WHEREAS, pursuant to the authority granted by said Resolution, the City Manager, for and on behalf of said City, attempted a tender of the estimated just compensation in the sum of \$4,810.00 to be made to the property owner of record, Edward R. Avery and Shirley M. Avery, and other holders of legal interests therein as shown by an examination of record title; however, no response was made to such offer or the parties could not come to a resolution;

WHEREAS, pursuant to a Resolution of the City Council of the City of Peachtree City, Georgia, adopted August 6, 2015, said City Council authorized the filing of a condemnation action, using the Declaration of Taking method, to acquire the required property interests;

NOW, THEREFORE, IT IS ORDERED that a permanent easement (having an area of 4,422.00 sq. ft.), in the land shown and described in Exhibit "A" attached hereto be acquired by condemnation under the provisions of O.C.G.A. Sec. 32-3-1, et seq., as authorized by O.C.G.A. Sec. 22-3-140; and it is therefore DECLARED that title to said land interests be taken for use of the CITY OF PEACHTREE CITY, GEORGIA, by virtue of this Declaration, pursuant to this Resolution, by condemnation without delay. The City Manager shall pay into the registry of the Clerk of Superior Court of Fayette County, Georgia, the sum of \$4,810.00, as estimated just and adequate compensation based upon the Appraiser's Affidavit attached hereto as Exhibit "B".

FURTHER ORDERED, in accordance with O.C.G.A. Sec. 32-2-7, that upon the filing of this Declaration of Taking in the land records of the Clerk of Superior Court, and the deposit into the Clerk's registry made at the time this Declaration of Taking is filed of the sum of money estimated in the Declaration by the condemning authority to be just compensation, title to the property, in fee simple or such lesser interest as is specified in this Declaration of Taking, shall vest in the CITY OF PEACHTREE CITY, GEORGIA. Said land shall be deemed to be condemned and taken for the use of the condemnor, and the right to just compensation shall vest in the persons entitled thereto.

This _____ day of _____, 2015.

CITY OF PEACHTREE CITY, GEORGIA

By: _____
Vanessa Fleisch, Mayor

Attest: _____
Ann E. Tyler, City Clerk

(SEAL)



**LEGAL DESCRIPTION
11 B PERMANENT EASEMENT**

All that tract or parcel of land lying and being in Land Lot 126 of the 7th Land District of Fayette County, Georgia, and being a portion of Lot 11 Block B, Plat of Section 11 Golfview Subdivision, as shown on a Plat recorded in Plat Book 6, page 11, in the office of the Clerk of the Superior Court of Fayette County, Georgia, and being more particularly described as follows:

BEGINNING at the southwest corner of said lot 11B;

Thence along the westerly line of said lot, North 17 degrees 44 minutes 45 seconds East, a distance of 181.56 feet;

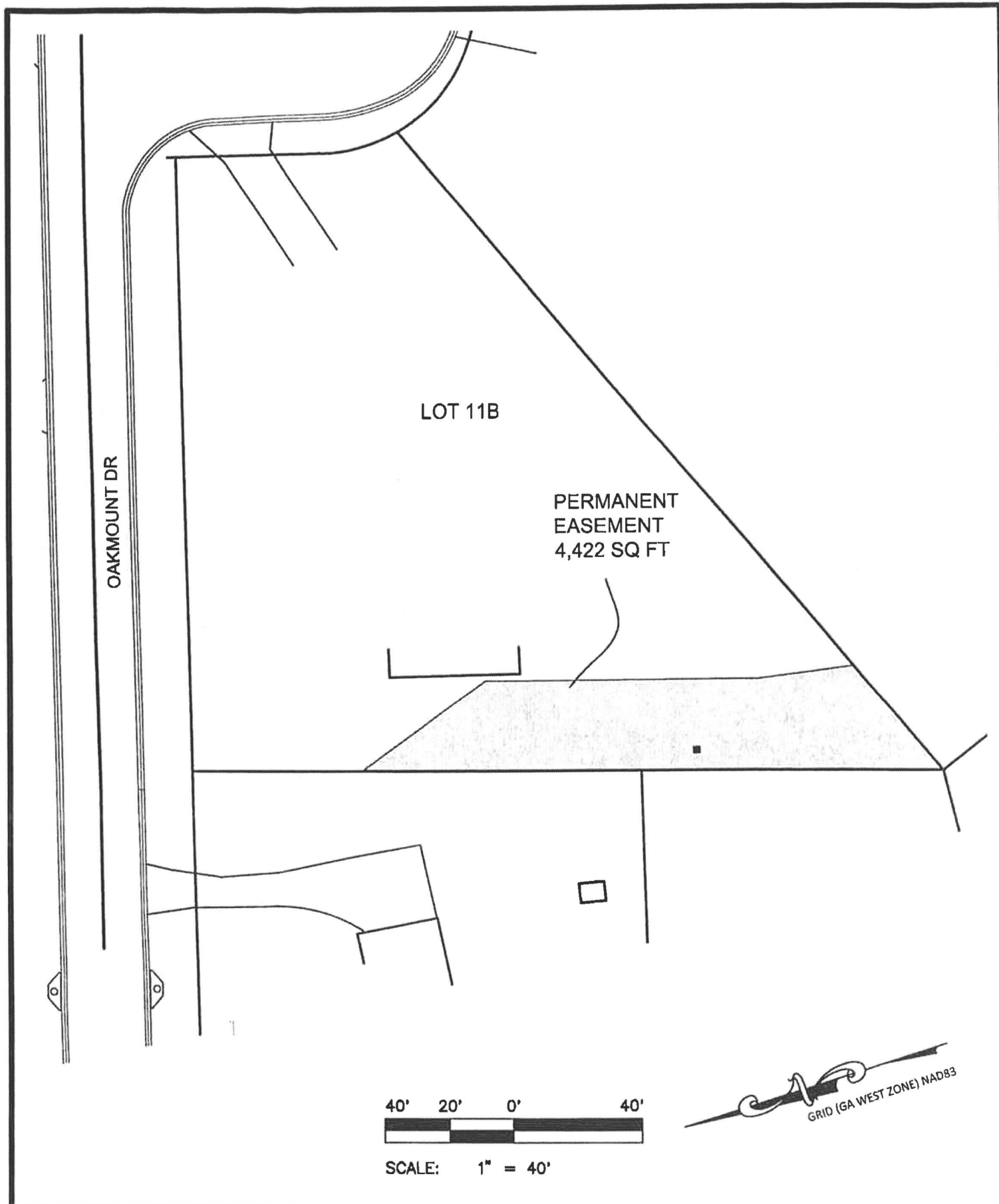
Thence leaving said westerly line, South 18 degrees 52 minutes 38 seconds East, a distance of 48.34 feet;

Thence South 17 degrees 28 minutes 45 seconds West, a distance of 85.18 feet;

Thence South 10 degrees 12 minutes 21 seconds West, a distance of 29.96 feet to the southerly line of said lot;

Thence along said southerly line, South 67 degrees 40 minutes 41 seconds West, a distance of 43.33 feet to the POINT OF BEGINNING.

Containing 4,422 square feet or 0.10 acres, more or less.



11/18/13

AVERY
EXHIBIT A

GOLFVIEW DR
DRAINAGE
IMPROVEMENTS

State of Georgia,
County of Fayette

APPRAISER'S AFFIDAVIT

Before the undersigned officer duly authorized to administer oaths appeared MICHAEL H. BIGGERS, who swears and deposes as follows:

1. Affiant was employed by the City of Peachtree City, Georgia to appraise 213 Oakmount Drive of the GOLFVIEW DRIVE DRAINAGE IMPROVEMENTS, as prepared by Integrated Science & Engineering, Inc., dated November 18, 2013, for said City and makes this sworn statement to be used in connection with condemnation proceedings under the Official Code of Georgia Annotated Section 32-3-4 through 32-3-19, for the acquisition of said parcel.

2. Affiant is familiar with real estate values in said city and in the vicinity where said parcel is located. Affiant has personally inspected the property or right condemned and in appraising said parcel affiant took into consideration the fair market value of said parcel, as well as any consequential damages to remaining property of the Condemnees by reason of the taking and use of said parcel and other rights for the construction of said project, and any consequential benefits which may result to such remaining property by reason of such taking and use (consequential benefits, not, however, considered except as offsetting consequential damages). After said investigation and research, affiant has thus estimated that the just and adequate compensation for said parcel, and any consequential damages or benefits considered, is in the amount of \$4,810.00.

FURTHER AFFIANT SAYETH NOT.

Michael H. Biggers, Appraiser

Sworn to and subscribed before me
this _____ day of _____, 2015.

Notary Public
My Commission Expires: _____

Resolution No. _____

ORDER AND RESOLUTION
OF THE MAYOR AND CITY COUNCIL OF THE
CITY OF PEACHTREE CITY, FAYETTE COUNTY, GEORGIA

WHEREAS, the City Council of the City of Peachtree City, Fayette County, Georgia has determined that the stormwater collection system on Golfview Drive needs certain maintenance and improvements; and

WHEREAS, in order to maintain the projected schedule of Golfview Drive Drainage Improvements Project, it is necessary that the easements, and other rights, if any, for the construction of said project be acquired without delay; and

WHEREAS, the parcel(s) of right of way and other rights as herein described and listed as below, shown of record as owned by the person named herein, all as described and shown in the attachments to this order hereinafter enumerated, all of said attachments, being by reference made a part of this order, are essential for the construction of said project:

Required:	212 Oakmount Drive, <u>2,380</u> SF Permanent Easement, as designated on plat attached hereto as Exhibit "A"
Attachment:	Exhibit "A" – permanent easement
Owners/ Interested Party	JOHN CORYDON TRAWICK LINDA C. TRAWICK MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. AMERISAVE MORTGAGE CORPORATION

NOW THEREFORE, it is found by the Mayor and City Council that the circumstances are such that it is necessary that the easements and other rights, if any, as described in attachments to this order be acquired by condemnation under the provisions of the Official Code of Georgia Annotated Sections 32-3-4 thru 32-3-19; and

IT IS ORDERED AND RESOLVED that the Mayor and City Council, through the Mayor and City Attorney, proceed to acquire the title, estate or interest in the lands hereinafter described in attachments to this order and resolution by condemnation under the provisions of said Code, and the City Attorney, is authorized and directed to file condemnation proceedings, including a Declaration of Taking, to acquire said title, estate or interest in said lands and to deposit in the Court the sum estimated as just compensation, all in accordance with the provisions of said Code. It is further ordered

and resolved that the Mayor is authorized to take all actions and sign all documents necessary to proceed with this condemnation.

SO ORDERED AND RESOLVED in lawfully assembled open session, this _____ day of _____, 2015.

Betsy Tyler, City Clerk

Vanessa Fleisch, Mayor

GEORGIA, FAYETTE COUNTY

I, Betsy Tyler, do hereby certify that I am City Clerk of the City of Peachtree City, of Fayette County, Georgia.

I further certify that the foregoing _____ pages constitute a true and exact copy of an Order and Resolution of the Council of the City of Peachtree City, Fayette County, Georgia entered on the _____ day of _____, 2015, as same applied to the tract or parcel of land described in said _____ pages; and the original of said Order is on file at my office at the City Hall, City of Peachtree City, 151 Willowbend Road, Peachtree City, Georgia 30269.

Given under my hand and seal, this _____ day of _____, 2015.

Betsy Tyler, City Clerk
City of Peachtree City, Georgia



**LEGAL DESCRIPTION
21C PERMANENT EASEMENT**

All that tract or parcel of land lying and being in Land Lots 125 and 126 of the 7th Land District of Fayette County, Georgia, and being a portion of Lot 21 Block C, Plat of Section 11 Golfview Subdivision, as shown on a Plat recorded in Plat Book 6, page 11, in the office of the Clerk of the Superior Court of Fayette County, Georgia, and being more particularly described as follows:

BEGINNING at the southeast corner of said lot 21C;

Thence along the southerly line of said lot, North 73 degrees 31 minutes 12 seconds West, a distance of 20.43 feet;

Thence leaving said southerly line, North 75 degrees 44 minutes 20 seconds East, a distance of 15.21 feet;

Thence North 34 degrees 29 minutes 30 seconds East, a distance of 156.31 feet;

Thence North 52 degrees 21 minutes 30 seconds West, a distance of 14.26 feet;

Thence North 37 degrees 38 minutes 30 seconds East, a distance of 20.00 feet;

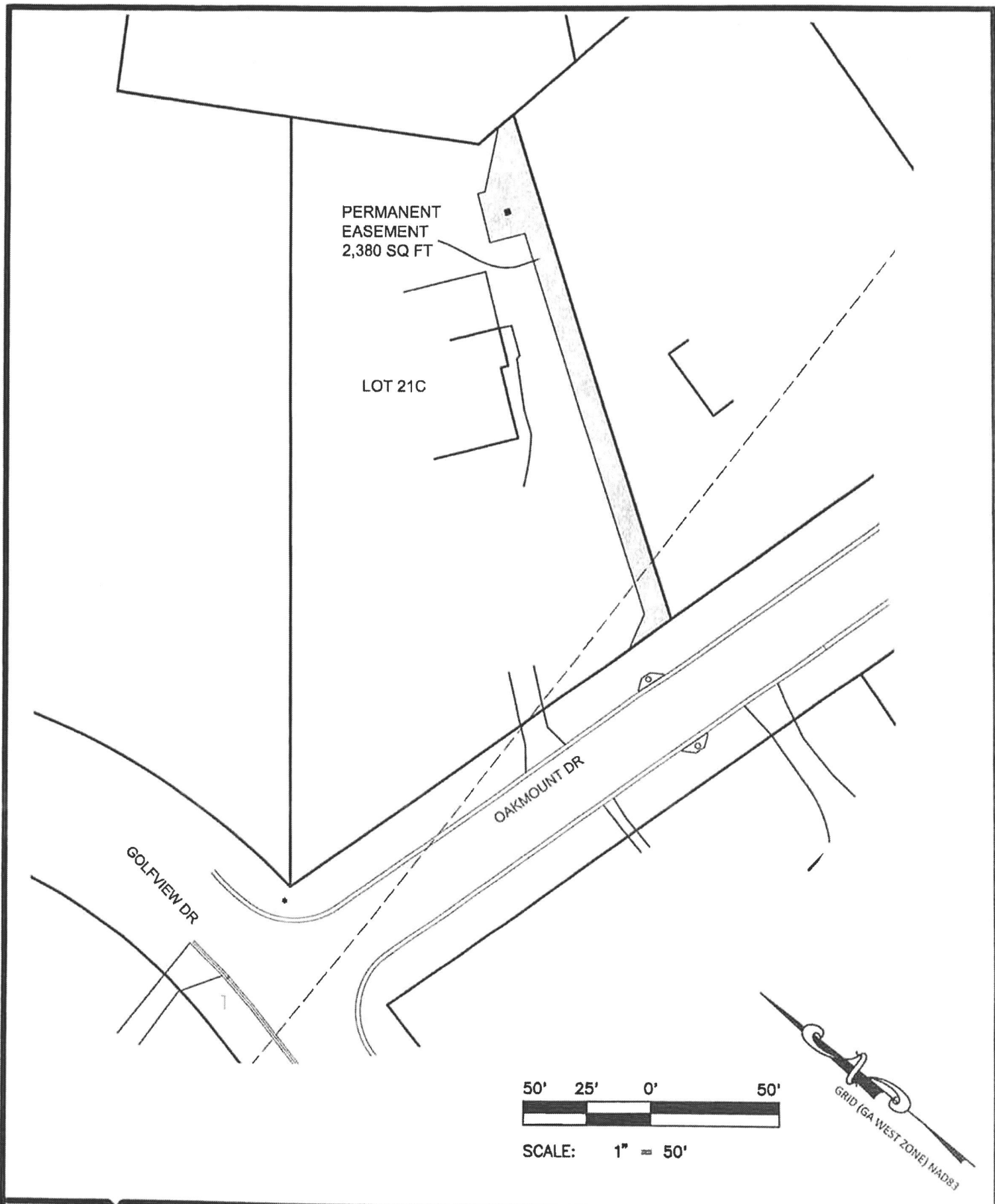
Thence South 52 degrees 21 minutes 30 seconds East, a distance of 2.90 feet;

Thence North 64 degrees 04 minutes 27 seconds East, a distance of 25.80 feet to the northerly line of said lot;

Thence along said northerly line, South 77 degrees 35 minutes 26 seconds East, a distance of 7.76 feet to the northeast corner of said lot;

Thence along the easterly line of said lot, South 34 degrees 34 minutes 18 seconds West, a distance of 207.39 feet to the POINT OF BEGINNING.

Containing 2,380 square feet or 0.05 acres, more or less.



11/18/13

TRAWICK
EXHIBIT A

GOLFVIEW DR
DRAINAGE
IMPROVEMENTS

 **INTEGRATED
Science & Engineering**

1020 Sullivan Road, Suite 200, Roswell, Georgia 30080
(770) 578.0022 (F) (770) 578.0022.2107
Atlanta/Buckhead

**DECLARATION OF TAKING
212 Oakmount Drive
CITY OF PEACHTREE CITY, GEORGIA
GOLFVIEW DRIVE DRAINAGE IMPROVEMENT**

WHEREAS, pursuant to a Resolution of the City Council of the City of Peachtree City, Georgia, adopted August 6, 2015, there was declared the public purpose of and necessity for acquisition of a permanent easement in that certain parcel of land, identified as 212 Oakmount Drive on Construction Plans for GOLFVIEW DRIVE DRAINAGE IMPROVEMENT, as prepared by Integrated Science & Engineering, Inc. dated November 18, 2013;

WHEREAS, pursuant to the authority granted by said Resolution, the City Manager, for and on behalf of said City, attempted a tender of the estimated just compensation in the sum of \$4,810.00 to be made to the property owner of record, John Corydon Trawick and Linda C. Trawick, and other holders of legal interests therein as shown by an examination of record title; however, no response was made to such offer or the parties could not come to a resolution;

WHEREAS, pursuant to a Resolution of the City Council of the City of Peachtree City, Georgia, adopted August 6, 2015, said City Council authorized the filing of a condemnation action, using the Declaration of Taking method, to acquire the required property interests;

NOW, THEREFORE, IT IS ORDERED that a permanent easement (having an area of 2,380.00 sq. ft.), in the land shown and described in Exhibit "A" attached hereto be acquired by condemnation under the provisions of O.C.G.A. Sec. 32-3-1, et seq., as authorized by O.C.G.A. Sec. 22-3-140; and it is therefore DECLARED that title to said land interests be taken for use of the CITY OF PEACHTREE CITY, GEORGIA, by virtue of this Declaration, pursuant to this Resolution, by condemnation without delay. The City Manager shall pay into the registry of the Clerk of Superior Court of Fayette County, Georgia, the sum of \$2,873.00, as estimated just and adequate compensation based upon the Appraiser's Affidavit attached hereto as Exhibit "B".

FURTHER ORDERED, in accordance with O.C.G.A. Sec. 32-2-7, that upon the filing of this Declaration of Taking in the land records of the Clerk of Superior Court, and the deposit into the Clerk's registry made at the time this Declaration of Taking is filed of the sum of money estimated in the Declaration by the condemning authority to be just compensation, title to the property, in fee simple or such lesser interest as is specified in this Declaration of Taking, shall vest in the CITY OF PEACHTREE CITY, GEORGIA. Said land shall be deemed to be condemned and taken for the use of the condemnor, and the right to just compensation shall vest in the persons entitled thereto.

This _____ day of _____, 2015.

CITY OF PEACHTREE CITY, GEORGIA

By: _____
Vanessa Fleisch, Mayor

Attest: _____
Ann E. Tyler, City Clerk

(SEAL)



**LEGAL DESCRIPTION
21C PERMANENT EASEMENT**

All that tract or parcel of land lying and being in Land Lots 125 and 126 of the 7th Land District of Fayette County, Georgia, and being a portion of Lot 21 Block C, Plat of Section 11 Golfview Subdivision, as shown on a Plat recorded in Plat Book 6, page 11, in the office of the Clerk of the Superior Court of Fayette County, Georgia, and being more particularly described as follows:

BEGINNING at the southeast corner of said lot 21C;

Thence along the southerly line of said lot, North 73 degrees 31 minutes 12 seconds West, a distance of 20.43 feet;

Thence leaving said southerly line, North 75 degrees 44 minutes 20 seconds East, a distance of 15.21 feet;

Thence North 34 degrees 29 minutes 30 seconds East, a distance of 156.31 feet;

Thence North 52 degrees 21 minutes 30 seconds West, a distance of 14.26 feet;

Thence North 37 degrees 38 minutes 30 seconds East, a distance of 20.00 feet;

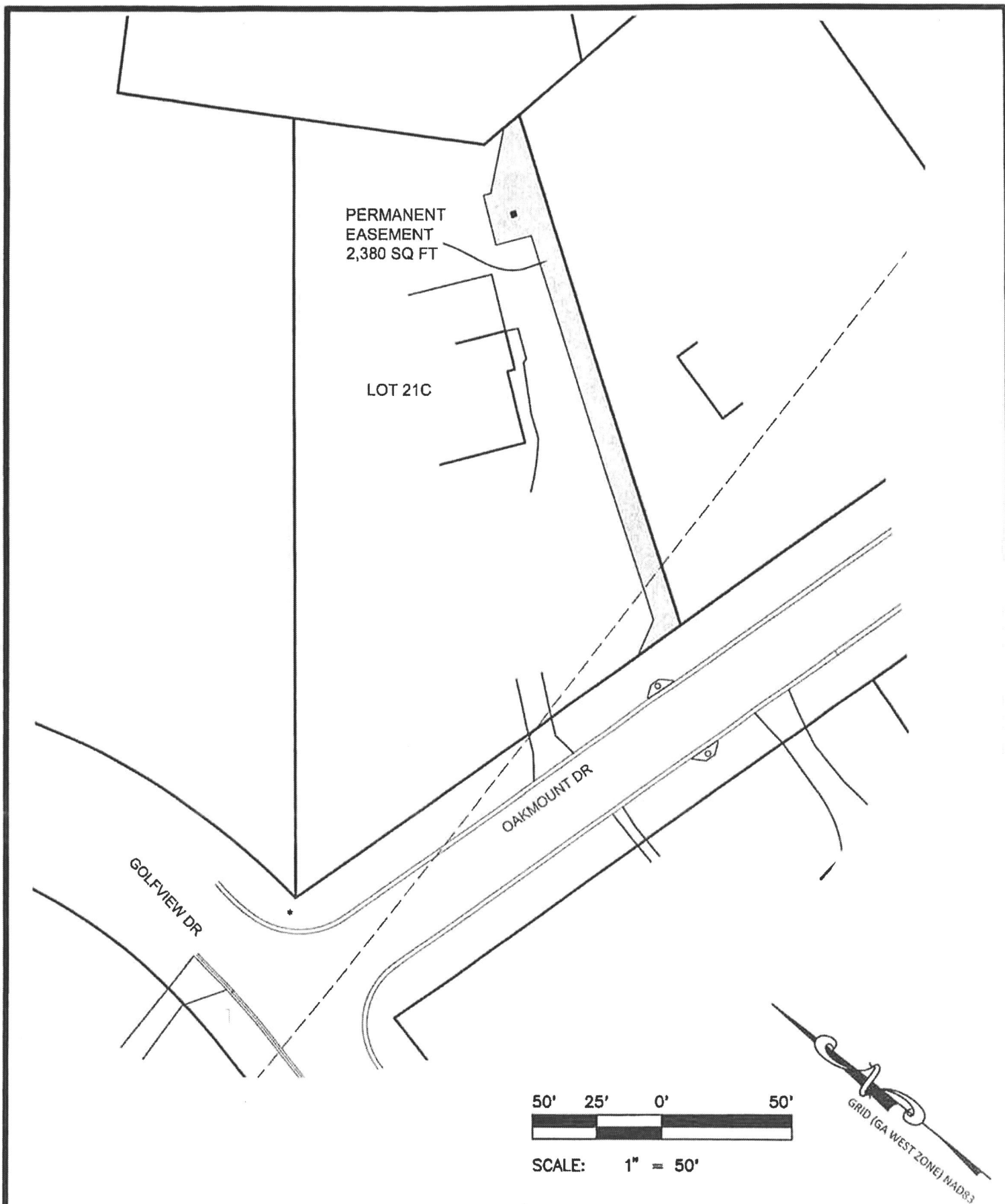
Thence South 52 degrees 21 minutes 30 seconds East, a distance of 2.90 feet;

Thence North 64 degrees 04 minutes 27 seconds East, a distance of 25.80 feet to the northerly line of said lot;

Thence along said northerly line, South 77 degrees 35 minutes 26 seconds East, a distance of 7.76 feet to the northeast corner of said lot;

Thence along the easterly line of said lot, South 34 degrees 34 minutes 18 seconds West, a distance of 207.39 feet to the POINT OF BEGINNING.

Containing 2,380 square feet or 0.05 acres, more or less.



11/18/13

TRAWICK
EXHIBIT A

GOLFVIEW DR
DRAINAGE
IMPROVEMENTS



State of Georgia,
County of Fayette

APPRAISER'S AFFIDAVIT

Before the undersigned officer duly authorized to administer oaths appeared MICHAEL H. BIGGERS, who swears and deposes as follows:

1. Affiant was employed by the City of Peachtree City, Georgia to appraise 212 Oakmount Drive of the GOLFVIEW DRIVE DRAINAGE IMPROVEMENTS, as prepared by Integrated Science & Engineering, Inc., dated November 18, 2013, for said City and makes this sworn statement to be used in connection with condemnation proceedings under the Official Code of Georgia Annotated Section 32-3-4 through 32-3-19, for the acquisition of said parcel.

2. Affiant is familiar with real estate values in said city and in the vicinity where said parcel is located. Affiant has personally inspected the property or right condemned and in appraising said parcel affiant took into consideration the fair market value of said parcel, as well as any consequential damages to remaining property of the Condemnees by reason of the taking and use of said parcel and other rights for the construction of said project, and any consequential benefits which may result to such remaining property by reason of such taking and use (consequential benefits, not, however, considered except as offsetting consequential damages). After said investigation and research, affiant has thus estimated that the just and adequate compensation for said parcel, and any consequential damages or benefits considered, is in the amount of \$2,873.00.

FURTHER AFFIANT SAYETH NOT.

Michael H. Biggers, Appraiser

Sworn to and subscribed before me
this _____ day of _____, 2015.

Notary Public
My Commission Expires: _____

Resolution No. _____

ORDER AND RESOLUTION
OF THE MAYOR AND CITY COUNCIL OF THE
CITY OF PEACHTREE CITY, FAYETTE COUNTY, GEORGIA

WHEREAS, the City Council of the City of Peachtree City, Fayette County, Georgia has determined that the stormwater collection system on Golfview Drive needs certain maintenance and improvements; and

WHEREAS, in order to maintain the projected schedule of Golfview Drive Drainage Improvements Project, it is necessary that the easements, and other rights, if any, for the construction of said project be acquired without delay; and

WHEREAS, the parcel(s) of right of way and other rights as herein described and listed as below, shown of record as owned by the person named herein, all as described and shown in the attachments to this order hereinafter enumerated, all of said attachments, being by reference made a part of this order, are essential for the construction of said project:

Required:	215 Oakmount Drive, <u>5,233 SF</u> Permanent Easement, as designated on plat attached hereto as Exhibit "A", and <u>1,519.00 SF</u> Temporary Construction Easement as designated on plat attached hereto as Exhibit "B"
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Attachment:	Exhibit "A" – permanent easement Exhibit "B" – temporary easement
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Owners/ Interested Party	NORMAN A. DAVIS GLORIA V. GOODEN-DAVIS WELLS FARGO, N.A. GRIFFIN E. HOWELL, III DISCOVER BANK INVESTMENT RETRIEVERS, INC.
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NOW THEREFORE, it is found by the Mayor and City Council that the circumstances are such that it is necessary that the easements and other rights, if any, as described in attachments to this order be acquired by condemnation under the provisions of the Official Code of Georgia Annotated Sections 32-3-4 thru 32-3-19; and

IT IS ORDERED AND RESOLVED that the Mayor and City Council, through the Mayor and City Attorney, proceed to acquire the title, estate or interest in the lands hereinafter described in attachments to this order and resolution by condemnation under

the provisions of said Code, and the City Attorney, is authorized and directed to file condemnation proceedings, including a Declaration of Taking, to acquire said title, estate or interest in said lands and to deposit in the Court the sum estimated as just compensation, all in accordance with the provisions of said Code. It is further ordered and resolved that the Mayor is authorized to take all actions and sign all documents necessary to proceed with this condemnation.

SO ORDERED AND RESOLVED in lawfully assembled open session, this _____ day of _____, 2015.

Betsy Tyler, City Clerk

Vanessa Fleisch, Mayor

GEORGIA, FAYETTE COUNTY

I, Betsy Tyler, do hereby certify that I am City Clerk of the City of Peachtree City, of Fayette County, Georgia.

I further certify that the foregoing _____ pages constitute a true and exact copy of an Order and Resolution of the Council of the City of Peachtree City, Fayette County, Georgia entered on the _____ day of _____, 2015, as same applied to the tract or parcel of land described in said _____ pages; and the original of said Order is on file at my office at the City Hall, City of Peachtree City, 151 Willowbend Road, Peachtree City, Georgia 30269.

Given under my hand and seal, this _____ day of _____, 2015.

Betsy Tyler, City Clerk
City of Peachtree City, Georgia



**LEGAL DESCRIPTION
12B PERMANENT EASEMENT**

All that tract or parcel of land lying and being in Land Lot 126 of the 7th Land District of Fayette County, Georgia, and being a portion of Lot 12 Block B, Plat of Section 11 Golfview Subdivision, as shown on a Plat recorded in Plat Book 6, page 11, in the office of the Clerk of the Superior Court of Fayette County, Georgia, and being more particularly described as follows:

BEGINNING at the at the southeast corner of said lot 12B;

Thence along the southerly line of said lot, North 73 degrees 24 minutes 53 seconds West, a distance of 24.83 feet;

Thence leaving said southerly line, North 07 degrees 38 minutes 11 seconds West, a distance of 8.55 feet;

Thence North 82 degrees 21 minutes 49 seconds East, a distance of 15.39 feet;

Thence North 15 degrees 23 minutes 59 seconds East, a distance of 34.31 feet;

Thence North 17 degrees 10 minutes 39 seconds West, a distance of 110.05 feet to the northerly line of said lot;

Thence along said northerly line, South 73 degrees 20 minutes 57 seconds East, a distance of 79.33 feet to the northeasterly corner of said lot;

Thence along the easterly line of said lot, South 17 degrees 52 minutes 44 seconds West, a distance of 139.84 feet to the POINT OF BEGINNING.

Containing 5,233 square feet or 0.12 acres, more or less.

EXHIBIT B

LEGAL DESCRIPTION 12B TEMPORARY EASEMENT

All that tract or parcel of land lying and being in Land Lot 126 of the 7th Land District of Fayette County, Georgia, and being a portion of Lot 12 Block B, Plat of Section 11 Golfview Subdivision, as shown on a Plat recorded in Plat Book 6, page 11, in the office of the Clerk of the Superior Court of Fayette County, Georgia, and being more particularly described as follows:

COMMENCE at the southeast corner of said lot 12B;

Thence along the southerly line of said lot, North 73 degrees 24 minutes 53 seconds West, a distance of 24.83 feet to the POINT OF BEGINNING;

Thence North 73 degrees 24 minutes 53 seconds West, a distance of 4.13 feet;

Thence leaving said southerly line, North 03 degrees 52 minutes 41 seconds East, a distance of 107.16 feet;

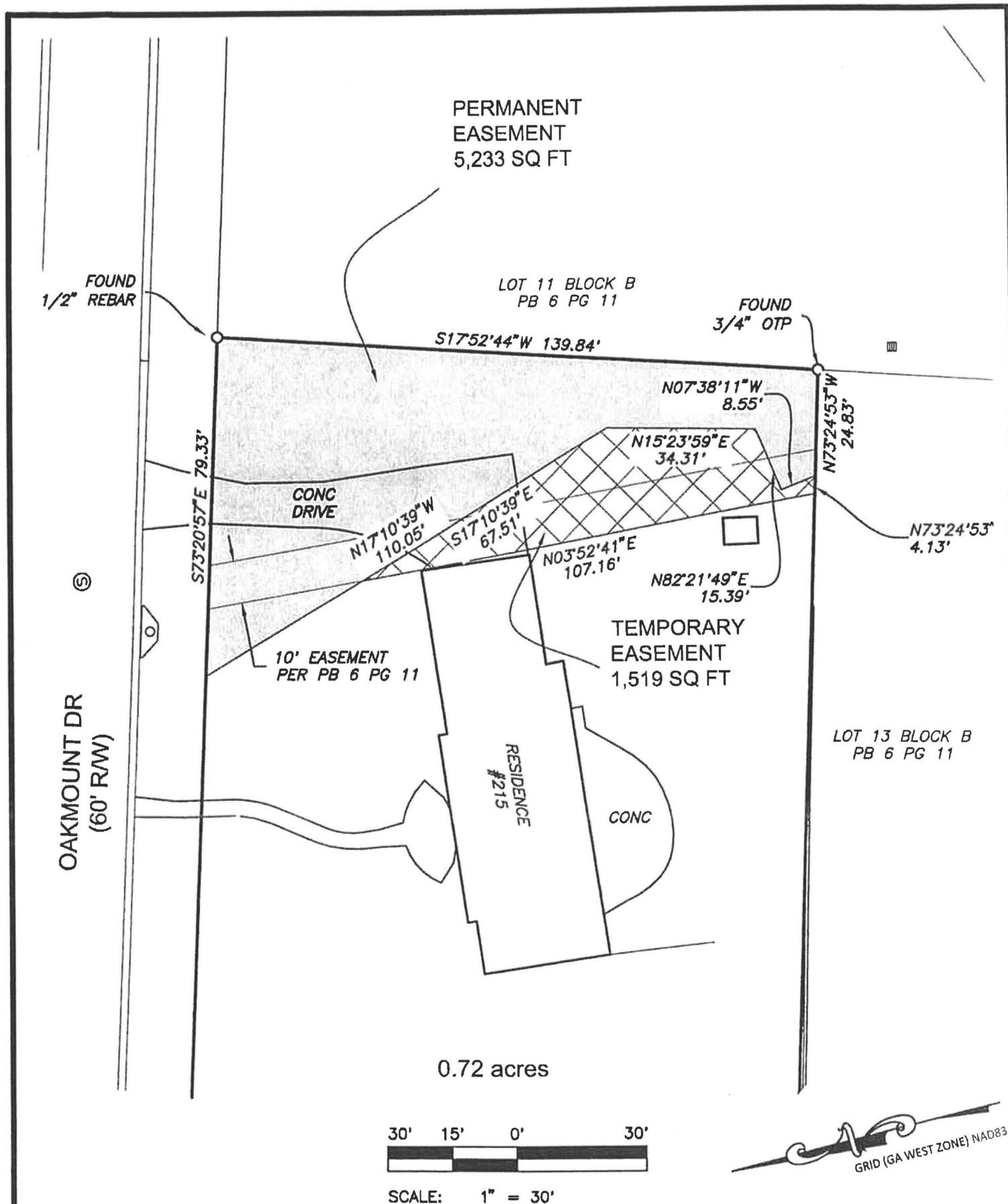
Thence South 17 degrees 10 minutes 39 seconds East, a distance of 67.51 feet;

Thence South 15 degrees 23 minutes 59 seconds West, a distance of 34.31 feet;

Thence South 82 degrees 21 minutes 49 seconds West, a distance of 15.39 feet;

Thence South 07 degrees 38 minutes 11 seconds East, a distance of 8.55 feet to the POINT OF BEGINNING.

Containing 1,519 square feet or 0.03 acres, more or less.



11/18/13

GOODEN-DAVIS
EXHIBIT A

GOLFVIEW DR
DRAINAGE
IMPROVEMENTS

**DECLARATION OF TAKING
215 Oakmount Drive
CITY OF PEACHTREE CITY, GEORGIA
GOLFVIEW DRIVE DRAINAGE IMPROVEMENT**

WHEREAS, pursuant to a Resolution of the City Council of the City of Peachtree City, Georgia, adopted August 6, 2015, there was declared the public purpose of and necessity for acquisition of a permanent easement in that certain parcel of land, identified as 215 Oakmount Drive on Construction Plans for GOLFVIEW DRIVE DRAINAGE IMPROVEMENT, as prepared by Integrated Science & Engineering, Inc. dated November 18, 2013, together with a temporary construction easement;

WHEREAS, pursuant to the authority granted by said Resolution, the City Manager, for and on behalf of said City, attempted a tender of the estimated just compensation in the sum of \$1,358.00 to be made to the property owner of record, Norman A. Davis and Gloria V. Gooden-Davis, and other holders of legal interests therein as shown by an examination of record title; however, no response was made to such offer or the parties could not come to a resolution;

WHEREAS, pursuant to a Resolution of the City Council of the City of Peachtree City, Georgia, adopted August 6, 2015, said City Council authorized the filing of a condemnation action, using the Declaration of Taking method, to acquire the required property interests;

NOW, THEREFORE, IT IS ORDERED that a permanent easement (having an area of 5,233.00 sq. ft.), together with a temporary construction easement (having an area of 1,519.00 sq.ft.), in the land shown and described in Exhibit "A" attached hereto be acquired by condemnation under the provisions of O.C.G.A. Sec. 32-3-1, et seq., as authorized by O.C.G.A. Sec. 22-3-140; and it is therefore DECLARED that title to said land interests be taken for use of the CITY OF PEACHTREE CITY, GEORGIA, by virtue of this Declaration, pursuant to this Resolution, by condemnation without delay. The City Manager shall pay into the registry of the Clerk of Superior Court of Fayette County, Georgia, the sum of \$6,245.00, as estimated just and adequate compensation based upon the Appraiser's Affidavit attached hereto as Exhibit "B". The temporary construction easement shall terminate by operation of law on the first anniversary of the filing of this Declaration of Taking.

FURTHER ORDERED, in accordance with O.C.G.A. Sec. 32-2-7, that upon the filing of this Declaration of Taking in the land records of the Clerk of Superior Court, and the deposit into the Clerk's registry made at the time this Declaration of Taking is filed of the sum of money estimated in the Declaration by the condemning authority to be just compensation, title to the property, in fee simple or such lesser interest as is specified in this Declaration of Taking, shall vest in the CITY OF PEACHTREE CITY, GEORGIA. Said land shall be deemed to be condemned and taken for the use of the condemnor, and the right to just compensation shall vest in the persons entitled thereto.

This _____ day of _____, 2015.

CITY OF PEACHTREE CITY, GEORGIA

By: _____
Vanessa Fleisch, Mayor

Attest: _____
Ann E. Tyler, City Clerk

(SEAL)



**LEGAL DESCRIPTION
12B PERMANENT EASEMENT**

All that tract or parcel of land lying and being in Land Lot 126 of the 7th Land District of Fayette County, Georgia, and being a portion of Lot 12 Block B, Plat of Section 11 Golfview Subdivision, as shown on a Plat recorded in Plat Book 6, page 11, in the office of the Clerk of the Superior Court of Fayette County, Georgia, and being more particularly described as follows:

BEGINNING at the at the southeast corner of said lot 12B;

Thence along the southerly line of said lot, North 73 degrees 24 minutes 53 seconds West, a distance of 24.83 feet;

Thence leaving said southerly line, North 07 degrees 38 minutes 11 seconds West, a distance of 8.55 feet;

Thence North 82 degrees 21 minutes 49 seconds East, a distance of 15.39 feet;

Thence North 15 degrees 23 minutes 59 seconds East, a distance of 34.31 feet;

Thence North 17 degrees 10 minutes 39 seconds West, a distance of 110.05 feet to the northerly line of said lot;

Thence along said northerly line, South 73 degrees 20 minutes 57 seconds East, a distance of 79.33 feet to the northeasterly corner of said lot;

Thence along the easterly line of said lot, South 17 degrees 52 minutes 44 seconds West, a distance of 139.84 feet to the POINT OF BEGINNING.

Containing 5,233 square feet or 0.12 acres, more or less.

EXHIBIT B

LEGAL DESCRIPTION 12B TEMPORARY EASEMENT

All that tract or parcel of land lying and being in Land Lot 126 of the 7th Land District of Fayette County, Georgia, and being a portion of Lot 12 Block B, Plat of Section 11 Golfview Subdivision, as shown on a Plat recorded in Plat Book 6, page 11, in the office of the Clerk of the Superior Court of Fayette County, Georgia, and being more particularly described as follows:

COMMENCE at the southeast corner of said lot 12B;

Thence along the southerly line of said lot, North 73 degrees 24 minutes 53 seconds West, a distance of 24.83 feet to the POINT OF BEGINNING;

Thence North 73 degrees 24 minutes 53 seconds West, a distance of 4.13 feet;

Thence leaving said southerly line, North 03 degrees 52 minutes 41 seconds East, a distance of 107.16 feet;

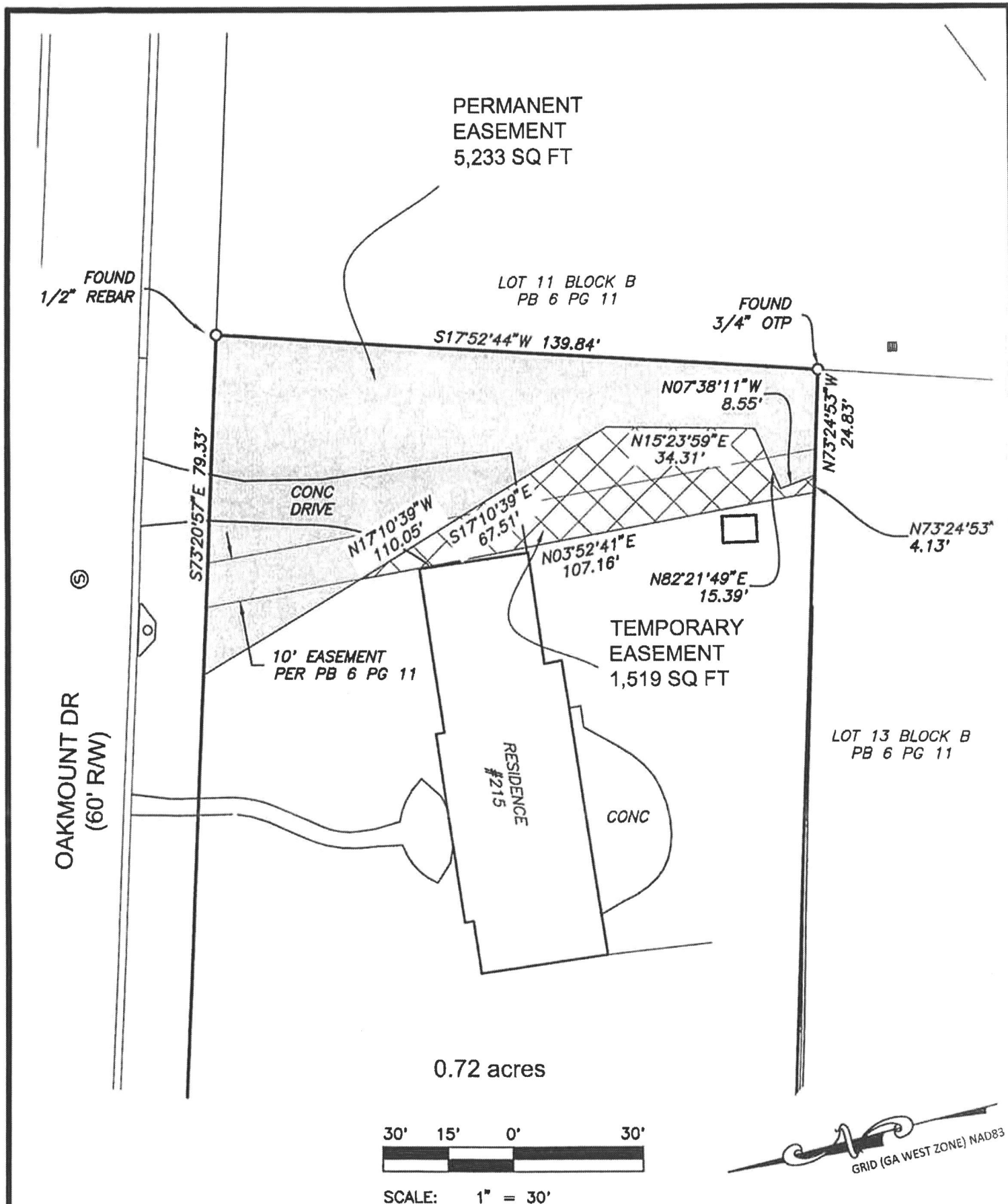
Thence South 17 degrees 10 minutes 39 seconds East, a distance of 67.51 feet;

Thence South 15 degrees 23 minutes 59 seconds West, a distance of 34.31 feet;

Thence South 82 degrees 21 minutes 49 seconds West, a distance of 15.39 feet;

Thence South 07 degrees 38 minutes 11 seconds East, a distance of 8.55 feet to the POINT OF BEGINNING.

Containing 1,519 square feet or 0.03 acres, more or less.



11/18/13

GOODEN-DAVIS
EXHIBIT A

GOLFVIEW DR
DRAINAGE
IMPROVEMENTS

State of Georgia,
County of Fayette

APPRAISER'S AFFIDAVIT

Before the undersigned officer duly authorized to administer oaths appeared MICHAEL H. BIGGERS, who swears and deposes as follows:

1. Affiant was employed by the City of Peachtree City, Georgia to appraise 215 Oakmount Drive of the GOLFVIEW DRIVE DRAINAGE IMPROVEMENTS, as prepared by Integrated Science & Engineering, Inc., dated November 18, 2013, for said City and makes this sworn statement to be used in connection with condemnation proceedings under the Official Code of Georgia Annotated Section 32-3-4 through 32-3-19, for the acquisition of said parcel.

2. Affiant is familiar with real estate values in said city and in the vicinity where said parcel is located. Affiant has personally inspected the property or right condemned and in appraising said parcel affiant took into consideration the fair market value of said parcel, as well as any consequential damages to remaining property of the Condemnees by reason of the taking and use of said parcel and other rights for the construction of said project, and any consequential benefits which may result to such remaining property by reason of such taking and use (consequential benefits, not, however, considered except as offsetting consequential damages). After said investigation and research, affiant has thus estimated that the just and adequate compensation for said parcel, and any consequential damages or benefits considered, is in the amount of \$6,245.00.

FURTHER AFFIANT SAYETH NOT.

Michael H. Biggers, Appraiser

Sworn to and subscribed before me
this _____ day of _____, 2015.

Notary Public
My Commission Expires: _____

Resolution No. _____

ORDER AND RESOLUTION
OF THE MAYOR AND CITY COUNCIL OF THE
CITY OF PEACHTREE CITY, FAYETTE COUNTY, GEORGIA

WHEREAS, the City Council of the City of Peachtree City, Fayette County, Georgia has determined that the stormwater collection system on Golfview Drive needs certain maintenance and improvements; and

WHEREAS, in order to maintain the projected schedule of Golfview Drive Drainage Improvements Project, it is necessary that the easements, and other rights, if any, for the construction of said project be acquired without delay; and

WHEREAS, the parcel(s) of right of way and other rights as herein described and listed as below, shown of record as owned by the person named herein, all as described and shown in the attachments to this order hereinafter enumerated, all of said attachments, being by reference made a part of this order, are essential for the construction of said project:

Required:	305 Pinemount Drive, <u>2,687.00 SF</u> Permanent Easement, as designated on plat attached hereto as Exhibit "A"
Attachment:	Exhibit "A" – permanent easement
Owners/:	ALVARO CASTILLO AND CASSIS A. CASTILLO
Interested Party	DELTA B. GILLUM

NOW THEREFORE, it is found by the Mayor and City Council that the circumstances are such that it is necessary that the easements and other rights, if any, as described in attachments to this order be acquired by condemnation under the provisions of the Official Code of Georgia Annotated Sections 32-3-4 thru 32-3-19; and

IT IS ORDERED AND RESOLVED that the Mayor and City Council, through the Mayor and City Attorney, proceed to acquire the title, estate or interest in the lands hereinafter described in attachments to this order and resolution by condemnation under the provisions of said Code, and the City Attorney, is authorized and directed to file condemnation proceedings, including a Declaration of Taking, to acquire said title, estate or interest in said lands and to deposit in the Court the sum estimated as just compensation, all in accordance with the provisions of said Code. It is further ordered

and resolved that the Mayor is authorized to take all actions and sign all documents necessary to proceed with this condemnation.

SO ORDERED AND RESOLVED in lawfully assembled open session, this _____ day of _____, 2015.

Betsy Tyler, City Clerk

Vanessa Fleisch, Mayor

GEORGIA, FAYETTE COUNTY

I, Betsy Tyler, do hereby certify that I am City Clerk of the City of Peachtree City, of Fayette County, Georgia.

I further certify that the foregoing _____ pages constitute a true and exact copy of an Order and Resolution of the Council of the City of Peachtree City, Fayette County, Georgia entered on the _____ day of _____, 2015, as same applied to the tract or parcel of land described in said _____ pages; and the original of said Order is on file at my office at the City Hall, City of Peachtree City, 151 Willowbend Road, Peachtree City, Georgia 30269.

Given under my hand and seal, this _____ day of _____, 2015.

Betsy Tyler, City Clerk
City of Peachtree City, Georgia



**LEGAL DESCRIPTION
9C PERMANENT EASEMENT**

All that tract or parcel of land lying and being in Land Lot 125 of the 7th Land District of Fayette County, Georgia, and being a portion of Lot 9 Block C, Plat of Section 11 Golfview Subdivision, as shown on a Plat recorded in Plat Book 6, page 11, in the office of the Clerk of the Superior Court of Fayette County, Georgia, and being more particularly described as follows:

BEGINNING at the southeasterly corner of said lot 9C;

Thence along the southerly line of said lot, North 77 degrees 35 minutes 26 seconds West, a distance of 49.74 feet;

Thence leaving said southerly line, North 56 degrees 53 minutes 12 seconds East, a distance of 151.40 feet to the southeasterly line of said lot;

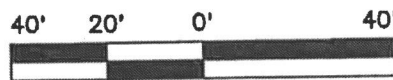
Thence along said southeasterly line, South 39 degrees 57 minutes 03 seconds West, a distance of 121.84 feet to the POINT OF BEGINNING.

Containing 2,687 square feet or 0.06 acres, more or less.

PINEMOUNT DR.

LOT 9C

PERMANENT
EASEMENT
2,687 SQ FT



SCALE: 1" = 40'

GRID (GA WEST ZONE) NAD83

11/18/13

CASTILLO
EXHIBIT A

GOLFVIEW DR
DRAINAGE
IMPROVEMENTS



**DECLARATION OF TAKING
305 Pinemount Drive
CITY OF PEACHTREE CITY, GEORGIA
GOLFVIEW DRIVE DRAINAGE IMPROVEMENT**

WHEREAS, pursuant to a Resolution of the City Council of the City of Peachtree City, Georgia, adopted August 6, 2015, there was declared the public purpose of and necessity for acquisition of a permanent easement in that certain parcel of land, identified as 305 Pinemount Drive on Construction Plans for GOLFVIEW DRIVE DRAINAGE IMPROVEMENT, as prepared by Integrated Science & Engineering, Inc. dated November 18, 2013;

WHEREAS, pursuant to the authority granted by said Resolution, the City Manager, for and on behalf of said City, attempted a tender of the estimated just compensation in the sum of \$2,566.00 to be made to the property owners of record, Alvaro Castillo and Cassis A. Castillo, and other holders of legal interests therein as shown by an examination of record title; however, no response was made to such offer;

WHEREAS, pursuant to a Resolution of the City Council of the City of Peachtree City, Georgia, adopted August 6, 2015, said City Council authorized the filing of a condemnation action, using the Declaration of Taking method, to acquire the required property interests;

NOW, THEREFORE, IT IS ORDERED that a permanent easement (having an area of 2,687.00 sq. ft.), in the land shown and described in Exhibit "A" attached hereto be acquired by condemnation under the provisions of O.C.G.A. Sec. 32-3-1, et seq., as authorized by O.C.G.A. Sec. 22-3-140; and it is therefore DECLARED that title to said land interests be taken for use of the CITY OF PEACHTREE CITY, GEORGIA, by virtue of this Declaration, pursuant to this Resolution, by condemnation without delay. The City Manager shall pay into the registry of the Clerk of Superior Court of Fayette County, Georgia, the sum of \$2,566.00, as estimated just and adequate compensation based upon the Appraiser's Affidavit attached hereto as Exhibit "B".

FURTHER ORDERED, in accordance with O.C.G.A. Sec. 32-2-7, that upon the filing of this Declaration of Taking in the land records of the Clerk of Superior Court, and the deposit into the Clerk's registry made at the time this Declaration of Taking is filed of the sum of money estimated in the Declaration by the condemning authority to be just compensation, title to the property, in fee simple or such lesser interest as is specified in this Declaration of Taking, shall vest in the CITY OF PEACHTREE CITY, GEORGIA. Said land shall be deemed to be condemned and taken for the use of the condemnor, and the right to just compensation shall vest in the persons entitled thereto.

This _____ day of _____, 2015.

CITY OF PEACHTREE CITY, GEORGIA

By: _____
Vanessa Fleisch, Mayor

Attest: _____
Ann E. Tyler, City Clerk

(SEAL)



**LEGAL DESCRIPTION
9C PERMANENT EASEMENT**

All that tract or parcel of land lying and being in Land Lot 125 of the 7th Land District of Fayette County, Georgia, and being a portion of Lot 9 Block C, Plat of Section 11 Golfview Subdivision, as shown on a Plat recorded in Plat Book 6, page 11, in the office of the Clerk of the Superior Court of Fayette County, Georgia, and being more particularly described as follows:

BEGINNING at the southeasterly corner of said lot 9C;

Thence along the southerly line of said lot, North 77 degrees 35 minutes 26 seconds West, a distance of 49.74 feet;

Thence leaving said southerly line, North 56 degrees 53 minutes 12 seconds East, a distance of 151.40 feet to the southeasterly line of said lot;

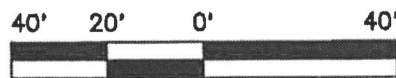
Thence along said southeasterly line, South 39 degrees 57 minutes 03 seconds West, a distance of 121.84 feet to the POINT OF BEGINNING.

Containing 2,687 square feet or 0.06 acres, more or less.

PINEMOUNT DR.

LOT 9C

PERMANENT
EASEMENT
2,687 SQ FT



SCALE: 1" = 40'

GRID (GA WEST ZONE) NAD83

11/18/13

CASTILLO
EXHIBIT A

GOLFVIEW DR
DRAINAGE
IMPROVEMENTS



INTEGRATE
Science &
Engineering

1000 Sullivan Road, Suite 300, Marietta, Georgia 30066
(p) 770.552.2106 (f) 770.552.2107
Atlanta/Savannah

State of Georgia,
County of Fayette

APPRAISER'S AFFIDAVIT

Before the undersigned officer duly authorized to administer oaths appeared MICHAEL H. BIGGERS, who swears and deposes as follows:

1. Affiant was employed by the City of Peachtree City, Georgia to appraise 305 PINEMOUNT DRIVE of the GOLFVIEW DRIVE DRAINAGE IMPROVEMENTS, as prepared by Integrated Science & Engineering, Inc., dated November 18, 2013, for said City and makes this sworn statement to be used in connection with condemnation proceedings under the Official Code of Georgia Annotated Section 32-3-4 through 32-3-19, for the acquisition of said parcel.

2. Affiant is familiar with real estate values in said city and in the vicinity where said parcel is located. Affiant has personally inspected the property or right condemned and in appraising said parcel affiant took into consideration the fair market value of said parcel, as well as any consequential damages to remaining property of the Condemnees by reason of the taking and use of said parcel and other rights for the construction of said project, and any consequential benefits which may result to such remaining property by reason of such taking and use (consequential benefits, not, however, considered except as offsetting consequential damages). After said investigation and research, affiant has thus estimated that the just and adequate compensation for said parcel, and any consequential damages or benefits considered, is in the amount of \$2,566.00.

FURTHER AFFIANT SAYETH NOT.

Michael H. Biggers, Appraiser

Sworn to and subscribed before me
this _____ day of _____, 2015.

Notary Public
My Commission Expires: _____

Resolution No. _____

ORDER AND RESOLUTION
OF THE MAYOR AND CITY COUNCIL OF THE
CITY OF PEACHTREE CITY, FAYETTE COUNTY, GEORGIA

WHEREAS, the City Council of the City of Peachtree City, Fayette County, Georgia has determined that the stormwater collection system on Golfview Drive needs certain maintenance and improvements; and

WHEREAS, in order to maintain the projected schedule of Golfview Drive Drainage Improvements Project, it is necessary that the easements, and other rights, if any, for the construction of said project be acquired without delay; and

WHEREAS, the parcel(s) of right of way and other rights as herein described and listed as below, shown of record as owned by the person named herein, all as described and shown in the attachments to this order hereinafter enumerated, all of said attachments, being by reference made a part of this order, are essential for the construction of said project:

Required:	617 Golfview Drive, <u>1,130.00 SF</u> Permanent Easement, as designated on plat attached hereto as Exhibit "A", and <u>544.00 SF</u> Temporary Construction Easement as designated on plat attached hereto as Exhibit "B"
-----------	--

Attachment:	Exhibit "A" – permanent easement Exhibit "B" – temporary easement
-------------	--

Owner/:	CRAIG A. DRUM
Interested Party	BANK OF NORTH GEORGIA, a Division of SYNOVUS BANK

NOW THEREFORE, it is found by the Mayor and City Council that the circumstances are such that it is necessary that the easements and other rights, if any, as described in attachments to this order be acquired by condemnation under the provisions of the Official Code of Georgia Annotated Sections 32-3-4 thru 32-3-19; and

IT IS ORDERED AND RESOLVED that the Mayor and City Council, through the Mayor and City Attorney, proceed to acquire the title, estate or interest in the lands hereinafter described in attachments to this order and resolution by condemnation under the provisions of said Code, and the City Attorney, is authorized and directed to file condemnation proceedings, including a Declaration of Taking, to acquire said title, estate or interest in said lands and to deposit in the Court the sum estimated as just

compensation, all in accordance with the provisions of said Code. It is further ordered and resolved that the Mayor is authorized to take all actions and sign all documents necessary to proceed with this condemnation.

SO ORDERED AND RESOLVED in lawfully assembled open session, this _____ day of _____, 2015.

Betsy Tyler, City Clerk

Vanessa Fleisch, Mayor

GEORGIA, FAYETTE COUNTY

I, Betsy Tyler, do hereby certify that I am City Clerk of the City of Peachtree City, of Fayette County, Georgia.

I further certify that the foregoing _____ pages constitute a true and exact copy of an Order and Resolution of the Council of the City of Peachtree City, Fayette County, Georgia entered on the _____ day of _____, 2015, as same applied to the tract or parcel of land described in said _____ pages; and the original of said Order is on file at my office at the City Hall, City of Peachtree City, 151 Willowbend Road, Peachtree City, Georgia 30269.

Given under my hand and seal, this _____ day of _____, 2015.

Betsy Tyler, City Clerk
City of Peachtree City, Georgia



**LEGAL DESCRIPTION
13 B PERMANENT EASEMENT**

All that tract or parcel of land lying and being in Land Lot 126 of the 7th Land District of Fayette County, Georgia, and being a portion of Lot 13 Block B, Plat of Section 11 Golfview Subdivision, as shown on a Plat recorded in Plat Book 6, page 11, in the office of the Clerk of the Superior Court of Fayette County, Georgia, and being more particularly described as follows:

BEGINNING at the northeast corner of said lot;

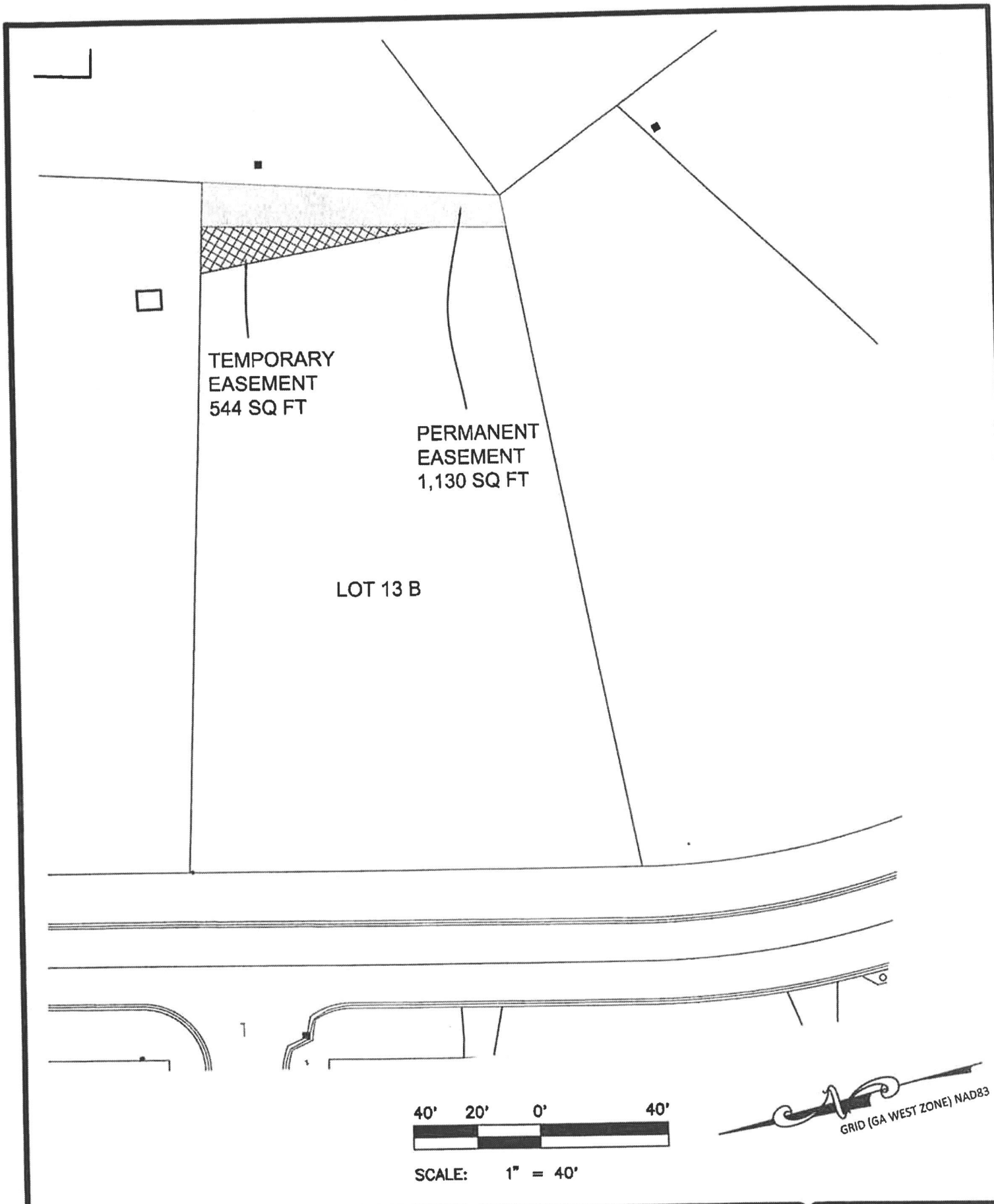
Thence along the easterly line of said lot, South 17 degrees 44 minutes 45 seconds West, a distance of 94.10 feet to the southeast corner of said lot;

Thence along the southerly line of said lot, North 86 degrees 18 minutes 29 seconds West, a distance of 10.17 feet;

Thence leaving said southerly line, North 15 degrees 23 minutes 59 seconds East, a distance of 96.35 feet to the northerly line of said lot;

Thence along said northerly line, South 73 degrees 31 minutes 12 seconds East, a distance of 13.82 feet to the POINT OF BEGINNING.

Containing 1,130 square feet or 0.03 acres, more or less.



11/18/13

EXHIBIT A

GOLFVIEW DR
DRAINAGE
IMPROVEMENTS



**LEGAL DESCRIPTION
13 B TEMPORARY EASEMENT**

All that tract or parcel of land lying and being in Land Lot 126 of the 7th Land District of Fayette County, Georgia, and being a portion of Lot 13 Block B, Plat of Section 11 Golfview Subdivision, as shown on a Plat recorded in Plat Book 6, page 11, in the office of the Clerk of the Superior Court of Fayette County, Georgia, and being more particularly described as follows:

COMMENCE at the northeast corner of said lot;

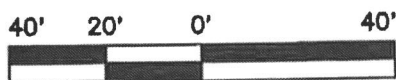
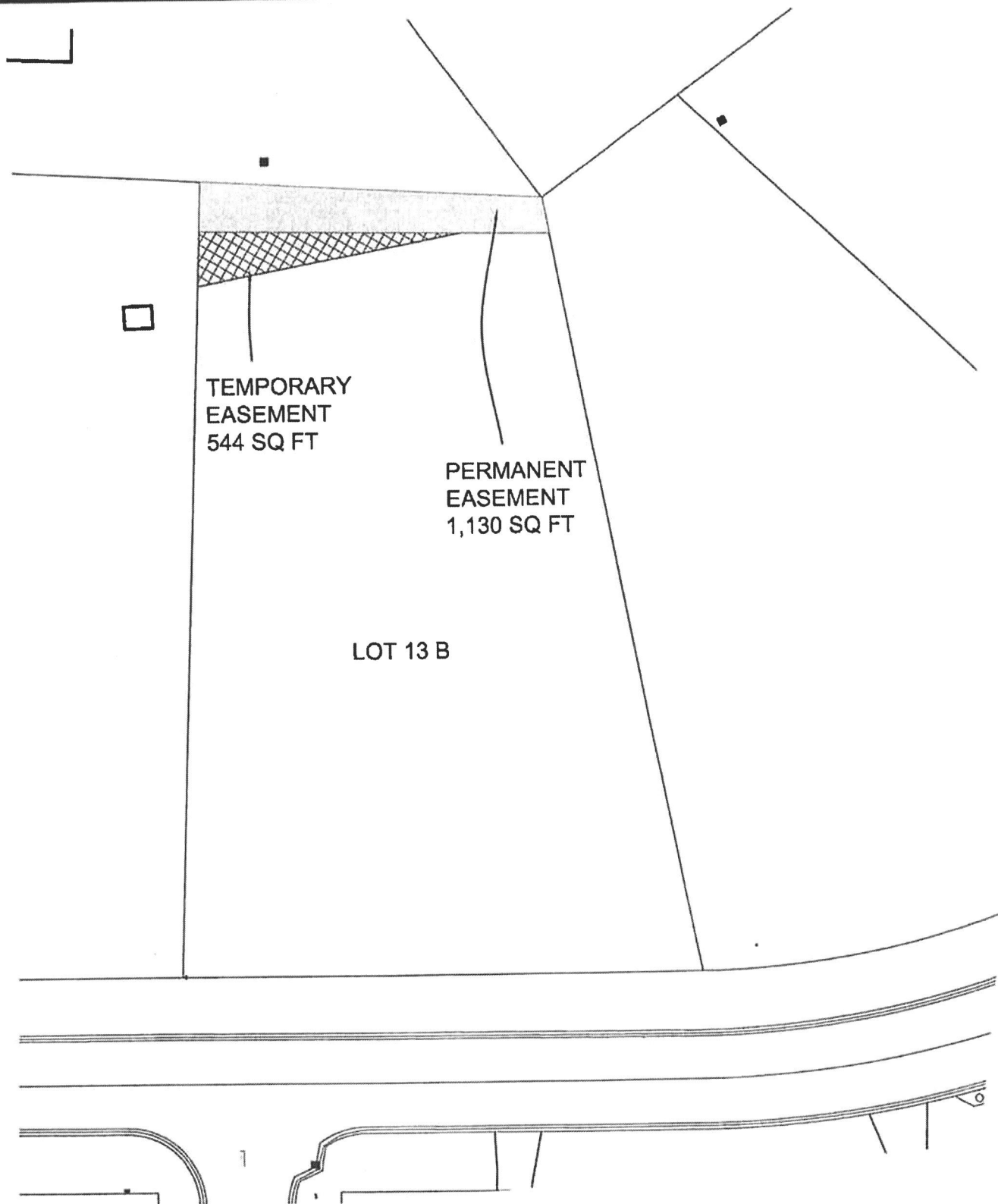
Thence along the northerly line of said lot, North 73 degrees 31 minutes 12 seconds West, a distance of 13.82 feet to the POINT OF BEGINNING.

Thence leaving said northerly line, South 15 degrees 23 minutes 59 seconds West, a distance of 72.01 feet;

Thence North 03 degrees 35 minutes 56 seconds East, a distance of 73.85 feet to the northerly line of said lot;

Thence along said northerly line, South 73 degrees 31 minutes 12 seconds East, a distance of 15.11 feet to the POINT OF BEGINNING.

Containing 544 square feet or 0.01 acres, more or less.



SCALE: 1" = 40'

GRID (GA WEST ZONE) NAD83

11/18/13

EXHIBIT A

GOLFVIEW DR
DRAINAGE
IMPROVEMENTS



INTEGRATE
Science &
Engineering

1000 Sullivan Road, Suite 300, Marietta, Georgia 30066
(p) 770.502.2100 (f) 770.502.2107
Atlanta/Savannah

DECLARATION OF TAKING
617 Golfview Drive
CITY OF PEACHTREE CITY, GEORGIA
GOLFVIEW DRIVE DRAINAGE IMPROVEMENT

WHEREAS, pursuant to a Resolution of the City Council of the City of Peachtree City, Georgia, adopted August 6, 2015, there was declared the public purpose of and necessity for acquisition of a permanent easement in that certain parcel of land, identified as 617 Golfview Drive on Construction Plans for GOLFVIEW DRIVE DRAINAGE IMPROVEMENT, as prepared by Integrated Science & Engineering, Inc. dated November 18, 2013, together with a temporary construction easement;

WHEREAS, pursuant to the authority granted by said Resolution, the City Manager, for and on behalf of said City, attempted a tender of the estimated just compensation in the sum of \$1,358.00 to be made to the property owner of record, Craig A. Drum, and other holders of legal interests therein as shown by an examination of record title; however, no response was made to such offer;

WHEREAS, pursuant to a Resolution of the City Council of the City of Peachtree City, Georgia, adopted August 6, 2015, said City Council authorized the filing of a condemnation action, using the Declaration of Taking method, to acquire the required property interests;

NOW, THEREFORE, IT IS ORDERED that a permanent easement (having an area of 1,130.00 sq. ft.), together with a temporary construction easement (having an area of 544.00 sq.ft.), in the land shown and described in Exhibit "A" attached hereto be acquired by condemnation under the provisions of O.C.G.A. Sec. 32-3-1, et seq., as authorized by O.C.G.A. Sec. 22-3-140; and it is therefore DECLARED that title to said land interests be taken for use of the CITY OF PEACHTREE CITY, GEORGIA, by virtue of this Declaration, pursuant to this Resolution, by condemnation without delay. The City Manager shall pay into the registry of the Clerk of Superior Court of Fayette County, Georgia, the sum of \$1,358.00, as estimated just and adequate compensation based upon the Appraiser's Affidavit attached hereto as Exhibit "B". The temporary construction easement shall terminate by operation of law on the first anniversary of the filing of this Declaration of Taking.

FURTHER ORDERED, in accordance with O.C.G.A. Sec. 32-2-7, that upon the filing of this Declaration of Taking in the land records of the Clerk of Superior Court, and the deposit into the Clerk's registry made at the time this Declaration of Taking is filed of the sum of money estimated in the Declaration by the condemning authority to be just compensation, title to the property, in fee simple or such lesser interest as is specified in this Declaration of Taking, shall vest in the CITY OF PEACHTREE CITY, GEORGIA. Said land shall be deemed to be condemned and taken for the use of the condemnor, and the right to just compensation shall vest in the persons entitled thereto.

This _____ day of _____, 2015.

CITY OF PEACHTREE CITY, GEORGIA

By: _____
Vanessa Fleisch, Mayor

Attest: _____
Ann E. Tyler, City Clerk

(SEAL)



**LEGAL DESCRIPTION
13 B PERMANENT EASEMENT**

All that tract or parcel of land lying and being in Land Lot 126 of the 7th Land District of Fayette County, Georgia, and being a portion of Lot 13 Block B, Plat of Section 11 Golfview Subdivision, as shown on a Plat recorded in Plat Book 6, page 11, in the office of the Clerk of the Superior Court of Fayette County, Georgia, and being more particularly described as follows:

BEGINNING at the northeast corner of said lot;

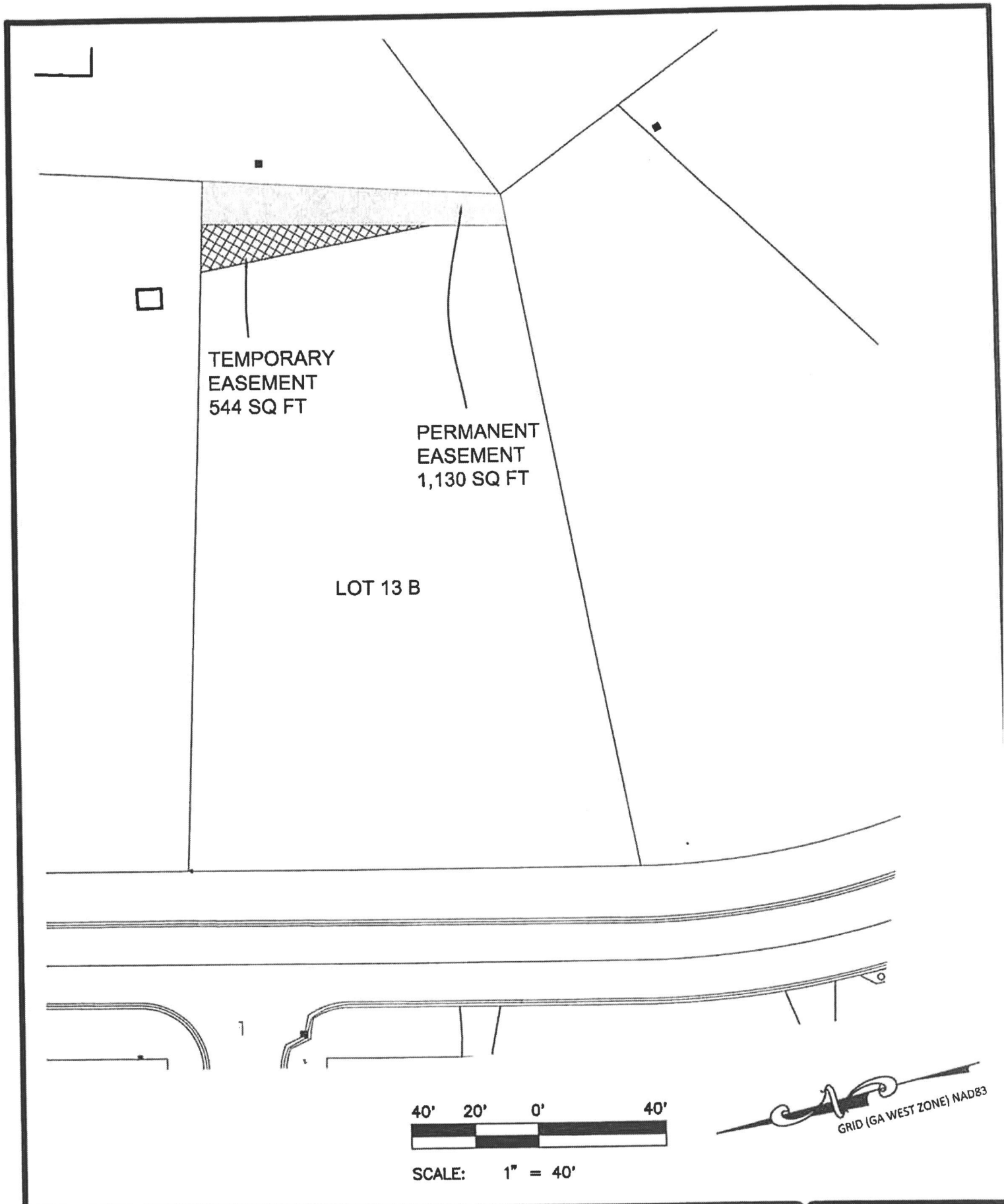
Thence along the easterly line of said lot, South 17 degrees 44 minutes 45 seconds West, a distance of 94.10 feet to the southeast corner of said lot;

Thence along the southerly line of said lot, North 86 degrees 18 minutes 29 seconds West, a distance of 10.17 feet;

Thence leaving said southerly line, North 15 degrees 23 minutes 59 seconds East, a distance of 96.35 feet to the northerly line of said lot;

Thence along said northerly line, South 73 degrees 31 minutes 12 seconds East, a distance of 13.82 feet to the POINT OF BEGINNING.

Containing 1,130 square feet or 0.03 acres, more or less.



11/18/13

EXHIBIT A

GOLFVIEW DR
DRAINAGE
IMPROVEMENTS



**LEGAL DESCRIPTION
13 B TEMPORARY EASEMENT**

All that tract or parcel of land lying and being in Land Lot 126 of the 7th Land District of Fayette County, Georgia, and being a portion of Lot 13 Block B, Plat of Section 11 Golfview Subdivision, as shown on a Plat recorded in Plat Book 6, page 11, in the office of the Clerk of the Superior Court of Fayette County, Georgia, and being more particularly described as follows:

COMMENCE at the northeast corner of said lot;

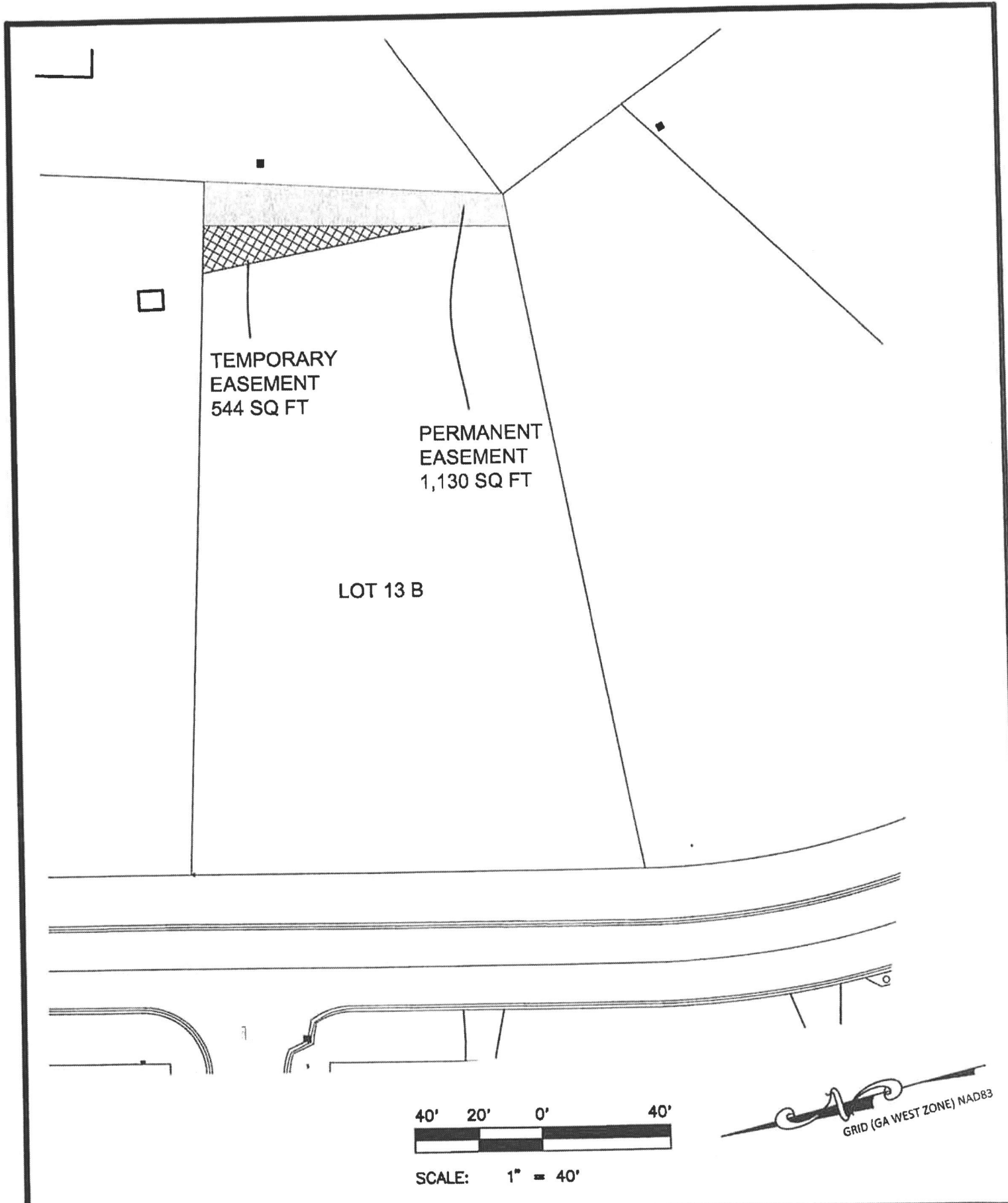
Thence along the northerly line of said lot, North 73 degrees 31 minutes 12 seconds West, a distance of 13.82 feet to the POINT OF BEGINNING.

Thence leaving said northerly line, South 15 degrees 23 minutes 59 seconds West, a distance of 72.01 feet;

Thence North 03 degrees 35 minutes 56 seconds East, a distance of 73.85 feet to the northerly line of said lot;

Thence along said northerly line, South 73 degrees 31 minutes 12 seconds East, a distance of 15.11 feet to the POINT OF BEGINNING.

Containing 544 square feet or 0.01 acres, more or less.



11/18/13

EXHIBIT A

GOLFVIEW DR
DRAINAGE
IMPROVEMENTS

 **INTEGRATEE**
Science & Engineering
1000 Sullivan Road, Suite 200, Marietta, Georgia 30066
(p) 770.552.2108 (f) 770.552.2107
Atlanta/Savannah

State of Georgia,
County of Fayette

APPRAISER'S AFFIDAVIT

Before the undersigned officer duly authorized to administer oaths appeared MICHAEL H. BIGGERS, who swears and deposes as follows:

1. Affiant was employed by the City of Peachtree City, Georgia to appraise 617 Golf View Drive of the GOLFVIEW DRIVE DRAINAGE IMPROVEMENTS, as prepared by Integrated Science & Engineering, Inc., dated November 18, 2013, for said City and makes this sworn statement to be used in connection with condemnation proceedings under the Official Code of Georgia Annotated Section 32-3-4 through 32-3-19, for the acquisition of said parcel.

2. Affiant is familiar with real estate values in said city and in the vicinity where said parcel is located. Affiant has personally inspected the property or right condemned and in appraising said parcel affiant took into consideration the fair market value of said parcel, as well as any consequential damages to remaining property of the Condemnees by reason of the taking and use of said parcel and other rights for the construction of said project, and any consequential benefits which may result to such remaining property by reason of such taking and use (consequential benefits, not, however, considered except as offsetting consequential damages). After said investigation and research, affiant has thus estimated that the just and adequate compensation for said parcel, and any consequential damages or benefits considered, is in the amount of \$1,358.00.

FURTHER AFFIANT SAYETH NOT.

Michael H. Biggers, Appraiser

Sworn to and subscribed before me
this _____ day of _____, 2015.

Notary Public
My Commission Expires: _____

Resolution No. _____

ORDER AND RESOLUTION
OF THE MAYOR AND CITY COUNCIL OF THE
CITY OF PEACHTREE CITY, FAYETTE COUNTY, GEORGIA

WHEREAS, the City Council of the City of Peachtree City, Fayette County, Georgia has determined that the stormwater collection system on Golfview Drive needs certain maintenance and improvements; and

WHEREAS, in order to maintain the projected schedule of Golfview Drive Drainage Improvements Project, it is necessary that the easements, and other rights, if any, for the construction of said project be acquired without delay; and

WHEREAS, the parcel(s) of right of way and other rights as herein described and listed as below, shown of record as owned by the person named herein, all as described and shown in the attachments to this order hereinafter enumerated, all of said attachments, being by reference made a part of this order, are essential for the construction of said project:

Required:

618 Golfview Drive, 2,679.00 SF Permanent Easement, as designated on plat attached hereto as Exhibit "A", and 1,054.00 SF Temporary Construction Easement as designated on plat attached hereto as Exhibit "B"

Attachment:

Exhibit "A" - permanent easement
Exhibit "B" - temporary easement

Owner/:

Interested Party

SUSAN R. LOVIC and
THOMAS M. HOWERTON, IV
MORTGAGE ELECTRONIC REGISTRATION
SYSTEMS, INC.
EVERETT FINANCIAL, INC. D/B/A SUPREME
LENDING

WHEREFORE, it is found by the Mayor and City Council that the such that it is necessary that the easements and other rights, if any, as ents to this order be acquired by condemnation under the provisions of Georgia Annotated Sections 32-3-4 thru 32-3-19; and

AND RESOLVED that the Mayor and City Council, through rney, proceed to acquire the title, estate or interest in the lands tachment to this order and resolution by condemnation under

the provisions of said Code, and the City Attorney, is authorized and directed to file condemnation proceedings, including a Declaration of Taking, to acquire said title, estate or interest in said lands and to deposit in the Court the sum estimated as just compensation, all in accordance with the provisions of said Code. It is further ordered and resolved that the Mayor is authorized to take all actions and sign all documents necessary to proceed with this condemnation.

SO ORDERED AND RESOLVED in lawfully assembled open session, this
_____ day of _____, 2015.

Betsy Tyler, City Clerk

Vanessa Fleisch, Mayor

GEORGIA, FAYETTE COUNTY

I, Betsy Tyler, do hereby certify that I am City Clerk of the City of Peachtree City, of Fayette County, Georgia.

I further certify that the foregoing _____ pages constitute a true and exact copy of an Order and Resolution of the Council of the City of Peachtree City, Fayette County, Georgia entered on the _____ day of _____, 2015, as same applied to the tract or parcel of land described in said _____ pages; and the original of said Order is on file at my office at the City Hall, City of Peachtree City, 151 Willowbend Road, Peachtree City, Georgia 30269.

Given under my hand and seal, this _____ day of _____, 2015.

Betsy Tyler, City Clerk
City of Peachtree City, Georgia



**LEGAL DESCRIPTION
32A PERMANENT EASEMENT**

All that tract or parcel of land lying and being in Land Lot 126 of the 7th Land District of Fayette County, Georgia, and being a portion of Lot 32 Block A, Plat of Section 11 Golfview Subdivision, as shown on a Plat recorded in Plat Book 6, page 11, in the office of the Clerk of the Superior Court of Fayette County, Georgia, and being more particularly described as follows:

BEGINNING at the easternmost corner of said Lot 32 Block A;

Thence along the southeasterly line of said lot, South 58 degrees 26 minutes 41 seconds West, a distance of 181.94 feet to the southernmost corner of said lot;

Thence along the southwesterly line of said lot, North 24 degrees 51 minutes 12 seconds West, a distance of 20.34 feet;

Thence leaving said southwesterly line, North 79 degrees 04 minutes 09 seconds East, a distance of 11.70 feet;

Thence North 59 degrees 28 minutes 12 seconds East, a distance of 168.59 feet to the southwesterly right-of-way of Golfview Drive;

Thence along said right-of-way, South 31 degrees 45 minutes 12 seconds East, a distance of 13.07 feet to the POINT OF BEGINNING.

Containing 2,679 square feet or 0.06 acres, more or less.

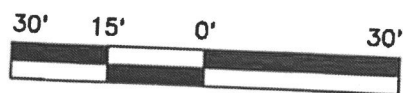
GOLFVIEW DR



TEMPORARY
EASEMENT
1,054 SQ FT

LOT 32A

PERMANENT
EASEMENT
2,679 SQ FT



SCALE: 1" = 30'

GRID (GA WEST ZONE) NAD83

11/18/13

LOT
32A
EXHIBIT A

GOLFVIEW DR
DRAINAGE
IMPROVEMENTS

 **INTEGRATED
Science &
Engineering**

10100 Sullivan Road, Suite 100, Roswell, Georgia 30076
(p) 404.582.2100 (f) 404.582.2107
Atlanta/Birmingham



**LEGAL DESCRIPTION
32A TEMPORARY EASEMENT**

All that tract or parcel of land lying and being in Land Lot 126 of the 7th Land District of Fayette County, Georgia, and being a portion of Lot 32 Block A, Plat of Section 11 Golfview Subdivision, as shown on a Plat recorded in Plat Book 6, page 11, in the office of the Clerk of the Superior Court of Fayette County, Georgia, and being more particularly described as follows:

COMMENCE at the easternmost corner of said Lot 32 Block A;
Thence along the southwesterly right-of-way of Golfview Drive, North 31 degrees 45 minutes 12 seconds West, a distance of 13.07 feet to the POINT OF BEGINNING.
Thence leaving said right-of-way South 59 degrees 28 minutes 12 seconds West, a distance of 168.59 feet;
Thence South 79 degrees 04 minutes 09 seconds West, a distance of 11.70 feet to the southwesterly line of said lot;
Thence North 55 degrees 52 minutes 31 seconds East, a distance of 73.46 feet;
Thence North 63 degrees 26 minutes 50 seconds East, a distance of 54.47 feet;
Thence North 58 degrees 58 minutes 23 seconds East, a distance of 51.86 feet to the southwesterly right-of-way of Golfview Drive, ;
Thence along said right-of-way, South 31 degrees 45 minutes 12 seconds East, a distance of 5.20 feet to the POINT OF BEGINNING.

Containing 1,054 square feet or 0.02 acres, more or less.

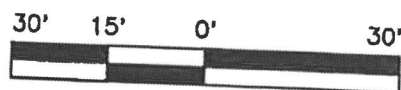
GOLFVIEW DR



TEMPORARY
EASEMENT
1,054 SQ FT

LOT 32A

PERMANENT
EASEMENT
2,679 SQ FT



SCALE: 1" = 30'

GRID (GA WEST ZONE) NAD83

11/18/13

LOT
EXHIBIT A

GOLFVIEW DR
DRAINAGE
IMPROVEMENTS



**INTEGRATED
Science &
Engineering**

5036 Ballou Road, Suite 203, Marietta, Georgia 30066
(770) 552-2108 (770) 552-2107
Atlanta/Savannah

DECLARATION OF TAKING
618 Golfview Drive
CITY OF PEACHTREE CITY, GEORGIA
GOLFVIEW DRIVE DRAINAGE IMPROVEMENT

WHEREAS, pursuant to a Resolution of the City Council of the City of Peachtree City, Georgia, adopted August 6, 2015, there was declared the public purpose of and necessity for acquisition of a permanent easement in that certain parcel of land, identified as 618 Golfview Drive on Construction Plans for GOLFVIEW DRIVE DRAINAGE IMPROVEMENT, as prepared by Integrated Science & Engineering, Inc. dated November 18, 2013, together with a temporary construction easement;

WHEREAS, pursuant to the authority granted by said Resolution, the City Manager, for and on behalf of said City, attempted a tender of the estimated just compensation in the sum of \$3,098.00 to be made to the property owners of record, Susan R. Lovic and Thomas M. Howerton, IV, and other holders of legal interests therein as shown by an examination of record title; however, no response was made to such offer;

WHEREAS, pursuant to a Resolution of the City Council of the City of Peachtree City, Georgia, adopted August 6, 2015, said City Council authorized the filing of a condemnation action, using the Declaration of Taking method, to acquire the required property interests;

NOW, THEREFORE, IT IS ORDERED that a permanent easement (having an area of 1,130.00 sq. ft.), together with a temporary construction easement (having an area of 544.00 sq.ft.), in the land shown and described in Exhibit "A" attached hereto be acquired by condemnation under the provisions of O.C.G.A. Sec. 32-3-1, et seq., as authorized by O.C.G.A. Sec. 22-3-140; and it is therefore DECLARED that title to said land interests be taken for use of the CITY OF PEACHTREE CITY, GEORGIA, by virtue of this Declaration, pursuant to this Resolution, by condemnation without delay. The City Manager shall pay into the registry of the Clerk of Superior Court of Fayette County, Georgia, the sum of \$3,098.00, as estimated just and adequate compensation based upon the Appraiser's Affidavit attached hereto as Exhibit "B". The temporary construction easement shall terminate by operation of law on the first anniversary of the filing of this Declaration of Taking.

FURTHER ORDERED, in accordance with O.C.G.A. Sec. 32-2-7, that upon the filing of this Declaration of Taking in the land records of the Clerk of Superior Court, and the deposit into the Clerk's registry made at the time this Declaration of Taking is filed of the sum of money estimated in the Declaration by the condemning authority to be just compensation, title to the property, in fee simple or such lesser interest as is specified in this Declaration of Taking, shall vest in the CITY OF PEACHTREE CITY, GEORGIA. Said land shall be deemed to be condemned and taken for the use of the condemnor, and the right to just compensation shall vest in the persons entitled thereto.

This _____ day of _____, 2015.

CITY OF PEACHTREE CITY, GEORGIA

By: _____
Vanessa Fleisch, Mayor

Attest: _____
Ann E. Tyler, City Clerk

(SEAL)



**LEGAL DESCRIPTION
32A PERMANENT EASEMENT**

All that tract or parcel of land lying and being in Land Lot 126 of the 7th Land District of Fayette County, Georgia, and being a portion of Lot 32 Block A, Plat of Section 11 Golfview Subdivision, as shown on a Plat recorded in Plat Book 6, page 11, in the office of the Clerk of the Superior Court of Fayette County, Georgia, and being more particularly described as follows:

BEGINNING at the easternmost corner of said Lot 32 Block A;

Thence along the southeasterly line of said lot, South 58 degrees 26 minutes 41 seconds West, a distance of 181.94 feet to the southernmost corner of said lot;

Thence along the southwesterly line of said lot, North 24 degrees 51 minutes 12 seconds West, a distance of 20.34 feet;

Thence leaving said southwesterly line, North 79 degrees 04 minutes 09 seconds East, a distance of 11.70 feet;

Thence North 59 degrees 28 minutes 12 seconds East, a distance of 168.59 feet to the southwesterly right-of-way of Golfview Drive;

Thence along said right-of-way, South 31 degrees 45 minutes 12 seconds East, a distance of 13.07 feet to the POINT OF BEGINNING.

Containing 2,679 square feet or 0.06 acres, more or less.

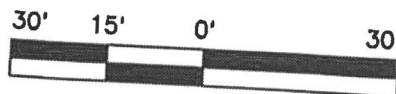
GOLFVIEW DR

②

TEMPORARY
EASEMENT
1,054 SQ FT

LOT 32A

PERMANENT
EASEMENT
2,679 SQ FT



SCALE: 1" = 30'

GRID (GA WEST ZONE) NAD83

11/18/13

LOT
EXHIBIT A

GOLFVIEW DR
DRAINAGE
IMPROVEMENTS

 **INTEGRATED
Science &
Engineering**
1008 Sullivan Road, Suite 300, Marietta, Georgia 30066
(770) 578.5032.2106 (f) 770.503.2107
Atlanta/Savannah



**LEGAL DESCRIPTION
32A TEMPORARY EASEMENT**

All that tract or parcel of land lying and being in Land Lot 126 of the 7th Land District of Fayette County, Georgia, and being a portion of Lot 32 Block A, Plat of Section 11 Golfview Subdivision, as shown on a Plat recorded in Plat Book 6, page 11, in the office of the Clerk of the Superior Court of Fayette County, Georgia, and being more particularly described as follows:

COMMENCE at the easternmost corner of said Lot 32 Block A;

Thence along the southwesterly right-of-way of Golfview Drive, North 31 degrees 45 minutes 12 seconds West, a distance of 13.07 feet to the POINT OF BEGINNING.

Thence leaving said right-of-way South 59 degrees 28 minutes 12 seconds West, a distance of 168.59 feet;

Thence South 79 degrees 04 minutes 09 seconds West, a distance of 11.70 feet to the southwesterly line of said lot;

Thence North 55 degrees 52 minutes 31 seconds East, a distance of 73.46 feet;

Thence North 63 degrees 26 minutes 50 seconds East, a distance of 54.47 feet;

Thence North 58 degrees 58 minutes 23 seconds East, a distance of 51.86 feet to the southwesterly right-of-way of Golfview Drive, ;

Thence along said right-of-way, South 31 degrees 45 minutes 12 seconds East, a distance of 5.20 feet to the POINT OF BEGINNING.

Containing 1,054 square feet or 0.02 acres, more or less.

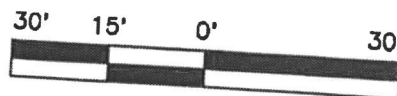
GOLFVIEW DR



TEMPORARY
EASEMENT
1,054 SQ FT

LOT 32A

PERMANENT
EASEMENT
2,679 SQ FT



SCALE: 1" = 30'

GRID (GA WEST ZONE) NAD83

11/18/13

LOT
32A
EXHIBIT A

GOLFVIEW DR
DRAINAGE
IMPROVEMENTS



State of Georgia,

County of Fayette

APPRAISER'S AFFIDAVIT

Before the undersigned officer duly authorized to administer oaths appeared MICHAEL H. BIGGERS, who swears and deposes as follows:

1. Affiant was employed by the City of Peachtree City, Georgia to appraise 618 Golf View Drive of the GOLFVIEW DRIVE DRAINAGE IMPROVEMENTS, as prepared by Integrated Science & Engineering, Inc., dated November 18, 2013, for said City and makes this sworn statement to be used in connection with condemnation proceedings under the Official Code of Georgia Annotated Section 32-3-4 through 32-3-19, for the acquisition of said parcel.
2. Affiant is familiar with real estate values in said city and in the vicinity where said parcel is located. Affiant has personally inspected the property or right condemned and in appraising said parcel affiant took into consideration the fair market value of said parcel, as well as any consequential damages to remaining property of the Condemnees by reason of the taking and use of said parcel and other rights for the construction of said project, and any consequential benefits which may result to such remaining property by reason of such taking and use (consequential benefits, not, however, considered except as offsetting consequential damages). After said investigation and research, affiant has thus estimated that the just and adequate compensation for said parcel, and any consequential damages or benefits considered, is in the amount of \$3,098.00.

FURTHER AFFIANT SAYETH NOT.

Michael H. Biggers, Appraiser

Sworn to and subscribed before me
this _____ day of _____, 2015.

Notary Public
My Commission Expires: _____

CITY OF PEACHTREE CITY
INTEROFFICE MEMORANDUM

TO: Mayor and Council Members

VIA: Jonathan Rorie, Interim City Manager *JR*

FROM: Paul J. Salvatore, Financial Services Director *PJS*

DATE: July 30, 2015

SUBJECT: Cell Tower Capital Improvements & Lease Agreements
August 6, 2015 City Council Agenda

Recommendation

Approve the attached lease agreements with telecommunications carriers on the City Hall cell tower for both capital contributions and revised lease schedules.

Discussion:

This project represents a collaborative effort between Peachtree City and four of the carriers of telecommunications equipment on the city-owned cell tower located behind the Library on the City Hall complex. The carriers involved on this project are Verizon Wireless, T-Mobile, Georgia Power/Southern LINC, and Sprint Com. The cell tower currently requires \$308,018 in structural modifications in order to safely support existing and proposed equipment. The city currently has \$50,000 set aside in a capital improvement account that is dedicated for such improvements. These funds were acquired from American Tower after renegotiating the ground lease agreement for their cell tower located on Rockaway Road.

With the assistance of the city's telecommunications consultant, Allen Davis of Community Broadband, LLC, agreements were reached with the four carriers for contributing the remaining \$258,018 balance of the cost of the capital improvements. He also assisted in renegotiating future lease payments from each of the carriers to ensure a fair and reasonable revenue stream for Peachtree City going forward. Following is a summary of what is detailed in the agreements:

- Verizon Wireless proposes to contribute \$77,004.50 towards the capital improvements. They also seek to install new equipment to increase capacity and to meet market demand for broadband services. Their annual lease payments will begin at \$18,000 in 2015 with a 2% escalation clause for each subsequent year through 2025.

- T-Mobile proposes to contribute \$77,004.50 towards the capital improvements with no changes to their agreement. Their annual lease payment is \$44,784 in 2015 with an annual escalation of 2% through 2025.
- Georgia Power/Southern LINC proposes to contribute \$77,004.50 towards tower modifications, and intends to remove some of its exiting equipment and replace with new LTE antennas. Their annual lease payments would remain at \$17,160 through 2025.
- Sprint proposes to contribute \$27,004.50 and intends to replace existing antennas. Their annual lease payment is \$29,518 with a 3% annual escalation through 2025.

The other telecommunications carrier with equipment on the tower is Sirius XM Radio, Inc., and their agreement is not impacted by these other agreements. They currently pay \$27,365 per year with a 2% annual escalation.

To summarize, our consultant has negotiated for us to receive \$258,018 in capital contributions for needed improvements to our city-owned cell tower, and to also receive increased annual lease revenue. Annual lease revenue is expected to increase from \$139,443 in 2016 to \$166,632 by 2025. A detailed lease schedule is attached. In addition, our residents, businesses and other telecommunications customers in the area should expect to receive a higher quality telecommunications product going forward.

Budget Impact

The city will contribute \$50,000 towards the \$308,018 of capital improvements, which is currently allocated for this purpose in the PIP Fund. We will also record capital contributions totaling \$258,018 for this project. There will also be a positive impact on future tower lease revenue.

Peachtree City
 153 Willowbend Road
 Tower Lease Revenue - 2015 through 2025
 June 1, 2015

Year	Sirius XM Radio, Inc. (Annual)	Southern LINC (Proposed)	T-Mobile (Annual)	Sprint (Annual)	Verizon Wireless (Proposed)	Total
	2%	0%	2%	3%	2%	
2015	\$27,365	\$17,160	\$44,784	\$29,518	\$9,000	\$127,827
2016	\$27,912	\$17,160	\$45,607	\$30,404	\$18,360	\$139,443
2017	\$28,470	\$17,160	\$46,519	\$31,316	\$18,727	\$142,192
2018	\$29,039	\$17,160	\$47,450	\$32,255	\$19,102	\$145,005
2019	\$29,620	\$17,160	\$48,399	\$33,223	\$19,484	\$147,885
2020	\$30,212	\$17,160	\$49,366	\$34,220	\$19,873	\$150,832
2021	\$30,816	\$17,160	\$50,354	\$35,247	\$20,271	\$153,847
2022	\$31,432	\$17,160	\$51,361	\$36,304	\$20,676	\$156,933
2023	\$32,061	\$17,160	\$52,388	\$37,393	\$21,090	\$160,092
2024	\$32,702	\$17,160	\$53,436	\$38,515	\$21,512	\$163,325
2025	\$33,356	\$17,160	\$54,505	\$39,670	\$21,942	\$166,632
Total	\$332,986	\$188,758	\$544,168	\$378,064	\$210,037	\$1,654,013

**SECOND AMENDMENT
TO THE PEACHTREE CITY GROUND LEASE AGREEMENT**

THIS SECOND AMENDMENT TO THE PEACHTREE CITY GROUND LEASE AGREEMENT (the "Second Amendment") is made and entered into by and among **THE CITY OF PEACHTREE CITY, GEORGIA**, an incorporated municipality of the State of Georgia ("Lessor") and **SOUTHERN COMMUNICATIONS SERVICES, INC., D/B/A SOUTHERNLINC WIRELESS, a Delaware corporation** ("Lessee") successor in interest to Georgia Power Company, and **GEORGIA POWER COMPANY, a Georgia corporation** (collectively "GPC"), and is effective on the date it is executed by the later of Lessor, Lessee and GPC (hereinafter referred to as "Effective Date"). Lessor, Lessee and GPC are sometimes referred to individually as "Party" and collectively as the "Parties".

RECITALS:

WHEREAS, Lessor is the owner of that certain tract or parcel of land lying in and behind Land Lot 127, 7th Land District, Fayette County, Georgia; and

WHEREAS, Lessor and Lessee entered into a Ground Lease Agreement dated April 6, 1995 which was assigned by GPC to Lessee on July 22, 1996, and amended by the First Amendment to the Ground Lease Agreement dated December 28, 2000 (collectively the "Lease"); and

WHEREAS, the Parties now desire to further amend said Lease to add Lessee's LTE equipment to Lessee's Leased Tower Space ("Lessee's Facilities");

NOW, THEREFORE, for and in consideration of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties intending to be legally bound, hereby covenant and agree as follows:

1. Capitalized Terms. All capitalized words and phrases used herein, unless otherwise defined herein, shall have the same meanings ascribed to them in the Lease.
2. Reserved Space. Lessee shall have future rights ("Reserved Space") to attach the LTE equipment described in Exhibit "C" of this Second Amendment.
3. Exhibit C-Lessee's Leased Tower Space. Exhibit "C" of the Lease is amended to add Lessee's LTE equipment to Lessee's Facilities. Lessee's LTE equipment is shown on Exhibit C of this Second Amendment.
4. Rent. From the Effective Date of this Second Amendment, the Parties agree that annual rental payments can be made in equal monthly instalments, and any partial month shall be prorated.

5. Notices. Section 13.A. of the Lease is deleted in its entirety and replaced with the following:

13.A. Notices. All notices, demands, requests, consents, and approvals desired, necessary, required or permitted to be given pursuant to the terms of this Lease shall be in writing and shall be deemed to have been properly given (i) upon actual delivery if delivery is by hand (against receipt), (ii) on the third day following the date on which each such notice is deposited, postage prepaid, in the United States mail, certified, return receipt requested or (iii) on the next business day after being sent by a nationally recognized overnight courier service which provides proof of receipt. All notices shall be directed to the other Party at the address indicated below, or to any other address as the Parties may designate by notice delivered pursuant to this provision. Rejection or other refusal to accept or inability to deliver because of changed address of which no notice was given shall be deemed to be receipt of the notice, demand, request or other communication.

Lessor: The City of Peachtree City, Georgia
153 Willow Bend Road
Peachtree City, Georgia 30269
ATTN: Chief James V. Murray
and Ms. Cheryl L. Rogers

Lessee: Southern Communications Services, Inc.
5555 Glenridge Connector, Suite 500
Atlanta, Georgia 30342
ATTN: Lease Administrator

GPC: Southern Company Services, Inc.
241 Ralph McGill Boulevard NE
Atlanta, Georgia 30338-3374
ATTN: IT Contracts and Vendor Management
Bin 10030

6. Notices. Section 13.A.(1) is amended by deleting the contact name, title and phone number for the Parties and replacing the same as follows:

Lessor: Ms. Cheryl L. Rogers
404-487-8866

Lessee: Michele R. Worthington, Lease Administration Supervisor
678-443-1649

GPC: IT Contracts and Vendor Management
Sarah Hohwald, Senior Contract Analyst
404-506-4072

7. Agreement in Effect. Except as expressly modified by this Second Amendment, all other terms and conditions of the Lease shall remain in full force and effect.
8. Counterparts. Each Party is permitted to execute this Second Amendment in multiple counterparts each of which shall be deemed an original and all of which together shall constitute one and the same instrument. Each Party is permitted to deliver this Second Amendment to the other Party by means of delivery of one or more counterpart signature pages via facsimile or other electronic means as an attachment in portable document format (“pdf”) or other similar format. Any photographic copy, photocopy or similar reproduction of this Second Amendment, any electronic file of this Second Amendment in .pdf format or other similar format, or any copy of this Second Amendment delivered by facsimile, in each case with all signatures reproduced on one or more sets of signatures pages, will be considered as if it were manually executed. Emails, including emails that bear an electronic “signature block” identifying the sender, do not constitute a written document, signed by all Parties, for purposes of this Section.

(END OF TEXT – SIGNATURES APPEAR ON THE FOLLOWING PAGE)

IN WITNESS WHEREOF, the Parties hereto have caused this Second Amendment to be executed in duplicate originals by their duly authorized representatives on the respective dates entered below.

“Lessor”:

THE CITY OF PEACHTREE CITY,
GEORGIA, an incorporated municipality
of the State of Georgia

By: _____

Name: Vanessa Fleisch

Title: Mayor

Date: _____

Witness: _____

Name: _____
(typed or printed)

“Licensor”:

SOUTHERN COMMUNICATIONS
SERVICES, INC. d/b/a SouthernLINC
Wireless, a Delaware corporation

By: _____

Name: Carmine Reppucci

Title: CFO, Vice President and Treasurer

Date: _____

Witness: _____

Name: _____
(typed or printed)

“GPC”

GEORGIA POWER COMPANY, a Georgia
corporation

By: _____

Name: Larry F. Butts

Title: Telecom Engineering Manager

Date: _____

Witness: _____

Name: _____
(typed or printed)

Exhibit “C”

Lessee’s Facilities

(See Attached LTE RF Design Spec Sheet and Attached LTE Microwave Spec Sheet)

SITE NAME:	PEACHTREE CITY		
SITE #:	G9905		
DESCRIPTION:	Collocation on an existing IDEN site		
IDEN RADIATION CENTE	200		
OWNER:	City of Peachtree City, GA		
STRUCTURE TYPE:	Tower (Guyed, Self Supporting or Monopole)		
LATITUDE:	33°24'1.42"N		
LONGITUDE:	84°34'48.75"W		
GROUND ELEV (ft.):	796		
SITE TYPE:	LTE		
#OF CELLS/SECTORS:	3		
	LTE	SECTOR #1	SECTOR #2
		SECTOR #3	
ANTENNA TYPE:	Kathrein 80010736V01	Kathrein 80010736V01	Kathrein 80010736V01
ANTENNA QTY:	1	1	1
RADIATION CENTER(ft):	200	200	200
AZIMUTH(degrees):	40	160	280
MECHANICAL DOWN TILT(degrees)	0	0	0
HYBRID CABLE TYPE:	Huber Suhner MLUH 3X3 8 AWG		
HYBRID CABLE SIZE (mm):	23.4		
# OF HYBRID CABLE RUNS:	1	0	0
REMOTE RADIO UNIT TYPE:	Ericsson RRUS 11	Ericsson RRUS 11	Ericsson RRUS 11
RRU SIZE-HxLxD(inches):	17.8 x 17.0 x 7.3	17.8 x 17.0 x 7.3	17.8 x 17.0 x 7.3
RRU WEIGHT (lbs.):	50	50	50
# OF RRUS:	1	1	1
NOTCH FILTER TYPE:	Ericsson Public Safety	Ericsson Public Safety	Ericsson Public Safety
FILTER SIZE-HxLxD (inches):	15 x 7.9 x 3.9	15 x 7.9 x 3.9	15 x 7.9 x 3.9
FILTER WEIGHT (lbs.):	13	13	13
# OF FILTERS:	1	1	1
Comments			

**LTE MICROWAVE SPEC SHEET
PRELIMINARY 10/30/14**

Site #:	G9905
Site Name:	Peachtree City
Structure Type/Owner:	Guyed
Latitude & Longitude: (DD-MM-SS)	33-24-00.80 N, 84-34-49.2 W
Number of MW Antennas:	1
Comments:	Rev.0 – 10/30/14 - Fiber availability TBD

NOTE: Each antenna listed below will have two (2) runs of Andrew LDF2-50 3/8" Coaxial Cable unless otherwise noted.

Dish 1 (North Peachtree City Sub)

Azimuth:	346.82
Frequency Band:	11 GHz
Antenna Size:	3ft
Antenna Model:	ANT2 0.9 11 HPX_22026dc15_r3
Antenna Height:	230
RAU Height:	230
Cable Length:	TBD
Comment:	

Dish 2 ()

Azimuth:	
Frequency Band:	Choose an item.
Antenna Size:	Choose an item.
Antenna Model:	Choose an item.
Antenna Height:	
RAU Height:	
Cable Length:	
Comment:	

Dish 3 ()

Azimuth:	
Frequency Band:	Choose an item.
Antenna Size:	Choose an item.
Antenna Model:	Choose an item.
Antenna Height:	
RAU Height:	
Cable Length:	
Comment:	

FIRST AMENDMENT TO PEACHTREE CITY GROUND LEASE AGREEMENT

This First Amendment to Peachtree City Ground Lease Agreement (this "**First Amendment**"), effective as of the date last signed below ("**Effective Date**"), amends a certain Peachtree City Ground Lease Agreement between SprintCom, Inc., a Kansas corporation ("**Lessee**"), and the City of Peachtree City, Georgia, an incorporated municipality of the State of Georgia ("**Lessor**"), dated January 6, 2005 (the "**Lease**").

BACKGROUND

WHEREAS, Lessee desires to modify its installation on the Leased Premises by adding or swapping out antennas and other equipment to the Lessee's Facilities, as more particularly described in Exhibit A2(a), Exhibit A3(a) and Exhibit B1 annexed hereto, and Lessee and Lessor desire to modify the provisions of the Lease as provided below.

AGREEMENT

For good and valuable consideration the receipt and sufficiency of which are acknowledged, Lessor and Lessee agree as follows:

1. **Modification to the Lessee's Facilities.** Exhibit A2, Exhibit A3 and Exhibit B to the Lease are hereby amended to include the modifications identified on Exhibit A2(a), Exhibit A3(a) and Exhibit B1, copies of which are attached and made a part hereof. Exhibit A2(a), Exhibit A3(a) and Exhibit B1 supplements Exhibit A2, Exhibit A3 and Exhibit B to the Lease, and shall not be deemed to supersede or otherwise modify Exhibit A2, Exhibit A3 and Exhibit B or any part thereof except to the extent specifically set forth in Exhibit A2(a), Exhibit A3(a) and Exhibit B1. Upon full execution of this First Amendment, and upon City approval of official construction drawings and structural report, Lessee is permitted to do all work necessary to prepare, maintain and alter the Leased Premises to install or otherwise modify the Lessee's Facilities, all as more fully described and contemplated in Exhibit A2(a), Exhibit A3(a) and Exhibit B1.
2. **Frequency Use.** Provided that any frequencies used by Lessee will not cause interference with the properly licensed and permitted pre-existing frequencies in use or in operation at the Lessee's Facilities and notwithstanding anything to the contrary contained herein, Lessee may operate the Lessee's Facilities at any frequencies for which it has all requisite permits, leases or licenses.
3. **Modification to Rent.** As additional consideration for the modification and other rights set forth in this First Amendment, starting on the date that is 30 days after the start of construction of the modifications to the Lessee's Facilities, the monthly rent will be increased by One Hundred Fifty and 00/100 (\$150.00) Dollars.
4. **General Terms and Conditions.**
 - a. All capitalized terms used in this First Amendment, unless otherwise defined herein, will have the same meaning as the terms contained in the Lease.
 - b. In case of any inconsistencies between the terms and conditions contained in the Lease and the terms and conditions contained in this First Amendment, the terms and conditions herein will control. Except as set forth below, all provisions of the Lease are ratified and remain unchanged and in full force and effect.
 - c. This First Amendment may be executed in duplicate counterparts, each of which will be deemed an original.
 - d. Each of the parties represents and warrants that it has the right, power, legal capacity and authority to enter into and perform its respective obligations under this First Amendment.

SIGNATURES ON FOLLOWING PAGE

The parties have executed this First Amendment as of the Effective Date.

Lessor:

The City of Peachtree City, Georgia,
an incorporated municipality of the State of Georgia

Lessee:

SprintCom, Inc.,
a Kansas corporation

By:



Printed Name:

Don Haddix

Title:

Mayor

Date:

April 4, 2013
(Date must be completed)

By:



Printed Name:

Matthew Bell

Title:

Manager Real Estate

Date:

4/11/2013
(Date must be completed)

Exhibit A2(a)

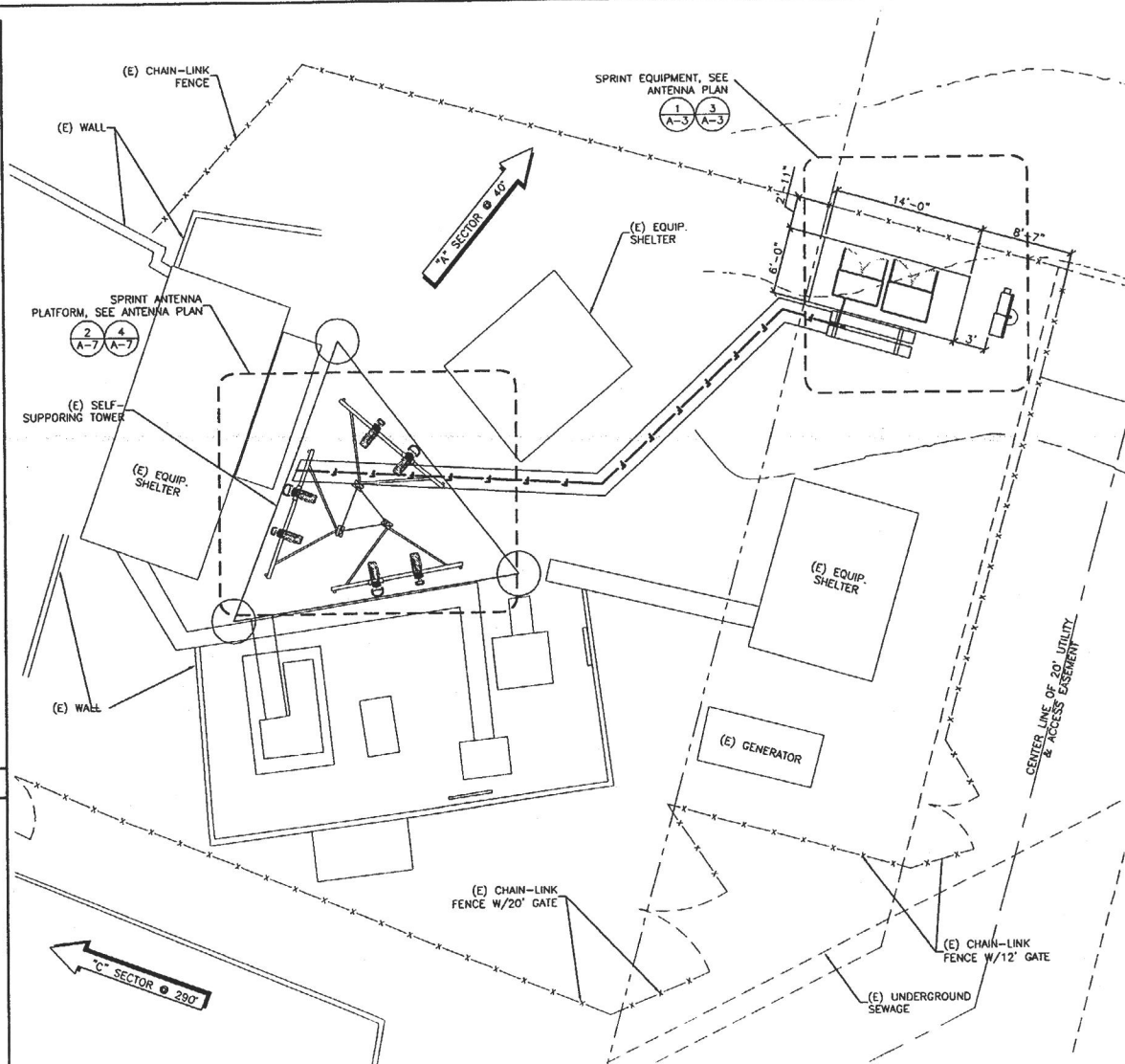
[see attached]

ABBREVIATIONS

AFF	ABOVE FINISHED FLOOR
AGL	ABOVE GRADE LEVEL
AMSL	ABOVE MEAN SEA LEVEL
APPROX	APPROXIMATE
AWG	AMERICAN WIRE GAUGE
BLDG	BUILDING
BTS	BASE TRANSMISSION STATION
CLR	CLEAR
COL	COLUMN
CONC	CONCRETE
CND	CONDUIT
DWG	DRAWING
FT	FOOT (FEET)
EGB	EQUIPMENT GROUND BAR
ELEC	ELECTRICAL
EMT	ELECTRICAL METALLIC TUBING
ELEV	ELEVATION
EQUIP	EQUIPMENT
(E)	EXISTING
EXT	EXTERIOR
FND	FOUNDATION
F	FIBER
GA	GAUGE
GALV	GALVANIZED
GPS	GLOBAL POSITIONING SYSTEM
GND	GROUND
LTE	LONG TERM EVOLUTION
MAX	MAXIMUM
MFR	MANUFACTURER
MGB	MASTER GROUND BAR
MIN	MINIMUM
N.T.S.	NOT TO SCALE
O.C.	ON CENTER
OE/OT	OVERHEAD ELECTRIC/TELCO
PPC	POWER PROTECTION CABINET
RBS	RADIO BASED STATION
RRU	REMOTE RADIO UNIT
RGS	RIGID GALVANIZED STEEL
IN	INCH(ES)
INT	INTERIOR
LB(S) or #	POUND(S)
SF	SQUARE FOOT
STL	STEEL
TYP	TYPICAL
UE/UT	UNDERGROUND ELECTRIC/TELCO
UNO	UNLESS NOTED OTHERWISE
VIF	VERIFY IN FIELD
W/	WITH
XFMR	TRANSFORMER

SYMBOLS

	REVISION
	WORK POINT
	UTILITY POLE
	BRICK
	COMPRESSED STONE
	CONCRETE
	EARTH
	GRAVEL
	MASONRY
	STEEL
	CENTERLINE
	PROPERTY LINE
	LEASE LINE
	EASEMENT LINE
	CHAIN LINK FENCE
	WOOD FENCE
	UNDERGROUND ELECTRIC
	UNDERGROUND TELEPHONE
	OVERHEAD ELECTRIC/TELEPHONE



ENLARGED SITE PLAN
 FULL SIZE PLOT: SCALE: 3/16" = 1'-0"
 HALF SIZE PLOT: SCALE: 3/32" = 1'-0"

Exhibit A3(a)

[see attached]

A-4

Exhibit B1**TOWER:**

- (3) APXVERR18-C Antenna
- (9) ACU-A20-N RETs
- (3) 1 1/4" Hybrid Line
- (3) RRUS11 Single @ 800 MHz
- (6) RRUS11 Single @ 1900 MHz
- (3) RRUS A2 Modules
- (3) 800 ESMR Filter

GROUND:

- (1) 6102 BBS Cabinet
- (1) 6102 RBS Cabinet
- (1) GPS

FREQUENCIES:

Tx (MHz)	Rx (MHz)
863.525-864.775	818.525-819.775
1940.625-1949.375,	1860.625-1869.375,
1940.625-1949.375,	1860.625-1869.375,
1990.000-1995.000	1910.000-1915.000

**PEACHTREE CITY
GROUND LEASE AGREEMENT**

ATL00XC134-A

THIS GROUND LEASE AGREEMENT (hereinafter referred to as the "Lease") is made and entered into on this 6th day of January, 2005, by and between THE CITY OF PEACHTREE CITY, GEORGIA, an incorporated municipality of the State of Georgia (hereinafter referred to as the "LESSOR"), SPRINTCOM, INC., a Kansas Corporation, (hereinafter referred to as the "LESSEE").

WHEREAS, LESSOR is the owner of that certain tract or parcel of land (hereinafter referred to as "LESSOR's Property") located in Fayette County, Georgia, as is more particularly described on Exhibit "A", attached hereto and incorporated herein by this reference;

WHEREAS, LESSOR desires to lease to LESSEE and LESSEE desires to lease from LESSOR a portion of Lessor's Property, said portion thereof being approximately configured as 23 feet by 21 feet (hereinafter referred to as the "Leased Premises"), and being approximately located as shown and highlighted in red on Exhibit A1 and more particularly described on Exhibit A2 & A3, attached hereto and incorporated herein by reference, and in connection therewith, LESSOR desires to grant to LESSEE and LESSEE desires to obtain from LESSOR certain easements for access, ingress and egress and utilities; and

WHEREAS, LESSOR has erected upon LESSOR's Property a tower (hereinafter referred to as the "Tower") for the governmental purpose of providing communications for the Lessor's Police and Fire Department's; and

WHEREAS, LESSOR has determined that there is excess capacity on the Tower and desires to use such excess for a proprietary function; and

WHEREAS, LESSOR desires to lease to LESSEE and LESSEE desires to lease from LESSOR a portion of such tower for the purpose of installing an antenna and other communications equipment (hereinafter referred to as the "Leased Tower Space"), such space being more particularly described on Exhibit A2 & A3, attached hereto and by reference made a part hereof.

NOW, THEREFORE, for and in consideration of TEN and no/100 DOLLARS (\$10.00), other good and valuable consideration, and of the promises and of the mutual obligations, agreements, representations, and warranties herein contained, and intending to be legally bound hereby, the parties hereby agree to the following terms, covenants and conditions:

(SB)

[Signature]

1. LEASE OF THE PROPERTY AND EASEMENT FOR TERM

Upon the terms and conditions hereinafter set forth, LESSOR hereby lets, leases and demises to LESSEE and LESSEE leases and accepts from LESSOR the Leased Premises and the Leased Tower Space. LESSOR also hereby grants and conveys to LESSEE, the following non-exclusive easements for the TERM (as hereinafter defined of this Lease: (i) a twenty foot (20') wide easement for ingress and egress (seven (7) days a week, twenty-four (24) hours a day) to and from the Leased Premises and a public right-of-way; (ii) a ten foot (10') wide easement for the installation, construction, and maintenance of underground utility wires, cables, conduits and pipes, in, over, under, upon, across, and along LESSOR's Property extending from the Leased Premises to a public right-of-way, a non-exclusive easement over, upon, under, along and across such portions of the LESSOR's Premises (including portions of the Tower) and the land located below the lower horizontal boundary of the Leased Tower Space. The Leased Premises and the Leased Tower Space, easements and appurtenances are hereinafter collectively referred to as "Property".

2. TERM: OPTIONS TO RENEW

A. The initial term of this Lease shall be for an initial period of 5 years, beginning on the 1st day of Feb, 2004~~5~~ the "Commencement Date", and terminating on the day of , 2009 the "Termination Date", unless sooner terminated pursuant to the provisions hereof and subject to the options to renew hereinafter set forth (hereinafter referred to as the "Initial Term").

Anything to the contrary set forth herein notwithstanding, on the day following the full execution of this Lease by LESSEE and LESSOR, LESSEE shall be entitled, through its employees, agents and contractors, to enter the Property to commence construction and perform activities not inconsistent with the purposes and uses contemplated under this Lease. LESSEE shall indemnify and hold LESSOR harmless for any loss, cost, or damage incurred by LESSOR arising out of or incurred in connection with the exercise by LESSEE of this right of entry, subject to the limitations contained in Article 9 hereof.

B. Furthermore, LESSEE is hereby granted the option to renew the Initial Term of this Lease on the same terms and conditions for four (4) additional five (5) year period "Renewal Term", following the Initial Term. Each such option shall be deemed to have been exercised by LESSEE, and the terms of this Lease shall be automatically extended, for the next successive additional five (5) year period, unless LESSEE gives written notice to LESSOR of LESSEE's election not to extend the term at least three (3) months prior to the expiration of the initial term of this Lease or then applicable extension period, as the case may be. LESSOR shall

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deliver full and exclusive possession of the Leased Premises to LESSEE on or before the first day of the Lease Term. The Initial Term and all renewal terms that become effective through LESSEE's exercise of its options to renew, as aforesaid, are hereinafter collectively referred to as the "Term".

3. RENT

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A. In consideration of the lease of the Property by LESSOR to LESSEE, LESSEE shall, on the Commencement Date, pay LESSOR the sum of \$72,000.00, which will serve as the lease payment for the first 36 months of the lease, which will be due and payable in one (1) payment, on the Commencement Date. ~~(Pro Rated for year 2007 is the sum of 14,000.00~~ Beginning on January 1, 2008, the total of \$24,000.00 will be due and payable on January 1st of each year for the final 2 years of the initial 5 year lease period.

If this Lease is terminated at a time other than on the anniversary of the Commencement Date, Rent shall be prorated as of the date of termination ("Termination date"), and in the event of termination for any reason other than nonpayment of Rent, all Rents paid in advance of the Termination Date for that period after the Termination Date shall be refunded to Lessee.

B. In the event that Lessee elects to renew this Lease as provided in paragraph 2, Rent shall accrue during the Renewal Terms in accordance with the following schedule starting with the first renewal term, for each year of the contract, the rate will be increased 3% for each year, through the end of the 4th renewal term:

	FISCAL YEAR	CASH PROJECTIONS
First Renewal Term	2009	\$24,720
	2010	25,462
	2011	26,226
	2012	27,013
	2013	27,823
Second Renewal Term	2014	\$28,658
	2015	29,518
	2016	30,404
	2017	31,316
	2018	32,255
Third Renewal Term	2019	\$33,223
	2020	34,220
	2021	35,247
	2022	36,304
	2023	37,393

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Fourth Renewal Term	2024	\$38,515
	2025	39,670
	2026	40,860
	2027	42,086
	2028	43,349

4. USE OF THE PROPERTY

A. LESSEE may use the Leased Premises for the purpose of constructing an equipment building, maintaining, and operating a communications facility, and for any other lawful uses which are incidental thereto. LESSEE may use the Leased Tower Space for the purpose of installing LESSEE's antenna. LESSEE may, at LESSEE's sole expense, construct LESSEE's facility on the Leased Premises, install a wooden security fence being no more than six feet (6') in height and built in substantial conformance with the City of Peachtree City, Georgia Building Code around the perimeter of the Leased Premises, and install LESSEE's antenna on the Leased Tower Space to meet LESSEE's needs. LESSEE shall maintain the Leased Premises in a reasonable condition throughout the Term, reasonable wear and tear damage from casualty and condemnation excepted. Title to Lessee's facilities shall be and remain solely in Lessee.

B. It is understood and agreed that LESSEE's obligations hereunder are expressly conditioned upon LESSEE's obtaining all of the certificates, permits, licenses, zoning, variances and other approvals which may be required from any federal, state or local authority and/or any easements which are required from LESSOR and any third parties. LESSOR shall cooperate with LESSEE, but at no expense to LESSOR, in LESSEE's efforts to obtain such certificates, permits, licenses, approvals, zoning, variances and/or easements, and LESSOR shall take no action which will adversely effect the status of the Property with response to LESSEE'S proposed uses thereof. If (i) any application by LESSEE for any such certificate, permit, license, approval, zoning, or variance is finally denied or rejected, or (ii) if any such certificate, permit, license, approval, zoning, variance or easement is canceled or expires, or lapses or is otherwise withdrawn or terminated, or (iii) if, due to technological changes or for any other reason, LESSEE, in its sole discretion, determines that it will be unable to use the Property for LESSEE's intended purposes, or (iv) if there shall exist any matters affecting LESSOR's title to the Property which prevents LESSEE from using the Property for LESSEE'S intended purpose, then LESSEE shall have the right to immediately terminate this Lease.

C. LESSOR shall comply, at LESSOR'S sole cost and expense, with all tower marking and lighting requirements of the Federal Aviation Administration ("FAA") and the Federal Communications Commission ("FCC"). To the extent permitted by Georgia law,

(SR)

[Handwritten signature]

LESSOR hereby indemnifies and holds LESSEE harmless from and against any and all fines, penalties, claims, causes of actions, suits, costs and expenses (including without limitation attorney's fees and court costs) causes by or resulting from LESSOR'S failure to comply with such requirements.

Except as otherwise provided above, LESSEE shall comply with all local, city, county, state and federal laws, rules, ordinances, statutes and regulations (including but not limited to FCC requirements applicable to LESSEE'S Facilities) now in effect or hereafter enacted or passed as the same may apply to the use of the Premises by LESSEE, and shall obtain, at LESSEE'S sole cost and expense, any licenses, permits, and other approvals required for LESSEE'S use of the Premises. LESSOR agrees, provided LESSOR incurs no cost or expense, to cooperate with LESSEE in obtaining such licenses, permits or approvals.

D. In addition to the right to terminate this Lease pursuant to Section 4.B, LESSEE shall, during the first ninety days of the Initial Term, have the right to terminate this Lease by the payment of the sum of \$12,000.00 (in addition to the Rent otherwise payable hereunder through the date of such removal of LESSEE'S equipment) in the event that LESSEE, in its sole discretion, determines that the Leased Premises is not the best available property in the area for LESSEE'S purposes. LESSOR acknowledges that the sum of \$12,000.00 and the Rent to be paid by LESSEE through such date of removal of LESSEE'S equipment is of substantial benefit and value to LESSOR and constitutes good and valuable consideration for the execution of this Lease by LESSOR and LESSEE further acknowledges and agrees that LESSOR's damages, if any, are difficult to ascertain and that the foregoing amounts constitutes a reasonable estimate thereof and are not intended as a penalty.

E. Notwithstanding LESSEE'S permitted use of the Leased Premises as set forth in Section 4.A above, in the event LESSOR reasonably determines that any of LESSEE'S operations or equipment are causing interference with or disruption of LESSOR'S communications operations, LESSOR shall give LESSEE written notice of such interference or disruption, which such notice shall set forth with reasonable specificity the nature and extent of the interference or disruption. LESSEE shall promptly commence to cause such interference or disruption to cease. In the event that LESSEE fails to cause such interference or disruption to cease within sixty (60) days after written notice thereof from LESSOR, LESSOR shall have the right to terminate this Lease, with written notice, because of LESSEE'S failure to cure the interference or disruption as provided in this Section 4.E, such termination shall be the sole remedy of LESSOR and, in no such event, shall LESSOR be entitled to damages otherwise payable pursuant to Section 12.C.

F. From and after the date of this Lease, LESSOR shall not

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install and shall not permit it's Affiliates, lessees or licenses to install new equipment on the Tower Facilities if such equipment is likely to cause interference with LESSEE'S operations. Such interference shall be deemed a material breach by LESSOR. In the event any such interference occurs and does not cease promptly, LESSEE shall have the right, in addition to any other rights or remedies under this Lease or at Law or in equity, to terminate this Lease. LESSOR and LESSEE agree to cause their respective engineers to consult with the other party's engineers prior to effecting any change or modification that could result in interference in reception or transmission of signals by such other party.

5. TERMINATION

LESSEE may terminate this Lease, for any cause whatsoever, by giving LESSOR one hundred twenty (120) days advance, written notice; provided that, should any condition of the Leased Premises render it impossible or impractical for LESSEE'S purpose (as determined in LESSEE'S sole discretion), LESSEE may terminate this LEASE immediately.

Notice of LESSEE'S exercise of its right to terminate this Lease shall be given by LESSEE to the LESSOR in writing by certified mail, return receipt requested and shall be effective upon the earlier of (i) actual receipt of such notice by LESSOR, or (ii) three (3) days after the deposit thereof with the United States mail. Following such notice of termination and upon the request of LESSOR, LESSEE shall deliver to LESSOR a Quitclaim Deed, executed in recordable form, releasing all of LESSEE'S interest(s) in the Property.

Upon LESSOR'S receipt of such termination notice, this Lease shall terminate, and, unless LESSEE has failed to remove its improvements from the Leased Premises, such termination shall relieve both parties of any further rights, duties, obligations or liabilities under this Lease.

LESSEE, upon the expiration or termination of this Lease, shall, within one hundred twenty (120) days from the date of expiration or termination, remove its personal property and fixtures from the Leased Tower Space and it's building from the Leased Premises. LESSEE's obligations under this Lease, including LESSEE's duty to pay rent, shall continue until LESSEE's improvements are removed from the Leased Premises. There shall be no obligation of LESSEE to restore the Leased Premises upon any such removal. LESSEE shall not be liable to LESSOR for any damages relating to such removal except as otherwise provided herein. Notwithstanding anything to the contrary contained herein, the provisions of Articles 7, 8, 9 and 11 hereof shall continue in full force and effect until the earlier of (i) that date which is one hundred twenty (120) days from the date of

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expiration or termination of the Lease, upon which date LESSEE'S property described herein shall be deemed to be and shall be conclusively abandoned; or (ii) that date upon which LESSEE has completed the removal of its personal property and fixtures and building. Upon the occurrence of (i) or (ii), all LESSEE'S and LESSOR'S rights, duties, obligations or liabilities hereunder shall cease and be without further force or effect.

6. ASSIGNMENTS AND SUBLETTING

LESSEE may assign, mortgage or otherwise encumber this Lease or sublease all or any part of the Premises, only with LESSOR'S written consent. Upon any such assignment of this Lease or subletting of all or any part of the Premises, LESSEE shall be and remain fully responsible for all obligations under this Lease; provided, however, LESSOR agrees that (i) upon any assignment of this Lease by LESSEE to an Affiliate, and the assumption by such assignee of the obligations of LESSEE arising after the date of such assignment, the original LESSEE shall automatically and without any further documentation be released of all obligations under this Lease arising after the date of such assignment, and (ii) upon an assignment of this Lease by LESSEE to any other assignee which shall be deemed by LESSOR in its reasonable discretion to be creditworthy and capable of observing and performing the financial obligations of LESSEE under this Lease, and the assumption by such assignee of the obligations of LESSEE arising after the date of such assignment, LESSOR shall release lessee in writing of all obligations under this Lease arising after the date of such assignment. "Affiliate" shall mean any company, partnership, joint venture, limited liability company, or other entity controlled by, controlling or under common control with LESSEE, together with any entity which acquires all or substantially all of the assets or issued and outstanding shares of capital stock of LESSEE.

Any sublease, license or assignment of this Lease that is entered into by LESSOR or LESSEE, shall be subject to the provisions of this Lease. Additionally, LESSEE may, upon notice to LESSOR, mortgage or grant a security interest in this Lease and LESSEE's communications equipment, and may assign this Lease and LESSEE's communications equipment to any such mortgages or holders of security interests including their successors and assigns (hereinafter collectively referred to as "Secured Parties"). In such event, LESSOR shall execute such consent to leasehold financing as may reasonably be required by Secured Parties. LESSOR agrees to notify LESSEE and LESSEE'S Secured Parties simultaneously of any default by LESSEE and to give Secured Parties the same right to cure any defaults as LESSEE except that the cure period for any Secured Party shall not be less than 10 days after the receipt of the default notice. If a termination,

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disaffirmance or rejection of the Lease pursuant to any laws (including any bankruptcy or insolvency laws) by LESSEE shall occur, or if LESSOR shall terminate this Lease for any reason, LESSOR will give to the Secured Parties prompt notice thereof and LESSOR will give the Secured Parties the right to enter upon the Property during a 30-day period commencing upon the Secured Party's receipt of such notice for the purpose of removing any LESSEE's communications equipment. LESSOR acknowledges that the Secured Parties shall be third-party beneficiaries of this Lease.

7. FIRE OR OTHER CASUALTY

A. In the event any improvements constructed by LESSEE are damaged or destroyed by fire or other casualty, LESSEE shall have the right either to terminate this Lease by giving written notice thereof to LESSOR within sixty (60) days after such fire or other casualty or to repair, reconstruct and restore such improvements.

In the event LESSEE elects to repair, reconstruct or restore such improvements, Rent shall abate during the period of repair, reconstruction or restoration to the extent that, and for the period that, in LESSEE'S reasonable judgment, the Property is not usable for the conduct of lessee's business.

B. In the event that any improvements on the Property which are in existence on the date of this Lease and which are required to be insured by the form of fire and extended coverage insurance required to be maintained by LESSOR, hereunder are damaged or destroyed by fire or other casualty, LESSOR shall promptly commence appropriate repairs, restoration and/or reconstruction (to be diligently prosecuted to completion entirely at LESSOR'S expense), and this Lease shall continue in full force and effect.

In the event, however, that the improvements are so damaged or destroyed to the extent of more than one-half (1/2) of their replacement cost, or to any substantial extent by a casualty not so covered by such insurance required to be maintained, LESSOR may elect by written notice to LESSEE given within twenty (20) days after the occurrence of the casualty not to repair, restore and/or reconstruct the improvements. LESSOR shall in no event be obligated to make any repairs or replacements of any items on the Property other than those existing on the date of this Lease or otherwise installed by or at the expense of LESSOR, unless such improvements are required to permit the continued use of the Property by LESSEE for its intended purposes. If the improvements are rendered totally or partially unusable by LESSEE, in its sole discretion, Rent shall abate during the period of repair, restoration or reconstruction. If LESSOR undertakes the repair, restoration and/or reconstruction of such improvements but fails to complete such repair, restoration and/or reconstruction within forty-five (45) days after the date of the occurrence of the casualty, the LESSEE may immediately terminate this Lease by giving written notice of its election to terminate to LESSOR, whereupon any Rent previously paid by LESSEE from the after the

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date of such casualty shall be immediately refunded to LESSEE.

8. INSURANCE

A. To the extent that there are improvements upon LESSOR's Property, LESSOR shall maintain in full force and effect throughout the Term or any Renewal Term of this Lease, fire and extended coverage, vandalism and malicious mischief insurance, and sprinkler leakage insurance in an amount equal to the full replacement cost of any improvements which are in existence on LESSOR's Property as of the date of this Lease or which are otherwise installed by or at the expense of LESSOR. To the extent LESSOR's Property is unimproved, or for so long as LESSOR's Property is owned by the City of Peachtree City, Georgia, LESSOR shall not be required to maintain the foregoing insurance, but the failure to maintain hazard insurance on LESSOR's Property shall be solely at the risk of LESSOR.

B. LESSEE agrees to acquire and maintain during the Term or any Renewal Term of this Lease commercial general liability insurance in an amount not less than One Million and No/100 (\$1,000,000.00) (aggregate of all claims) per occurrence for valid or removal of Lessee's facilities (excluding claims, costs, damages and liabilities arising from the willful acts or negligence of Lessor, Lessor's officers, agents, servants, employees or contractors). Such insurance, which may be furnished under a "primary" policy and an "umbrella" policy or policies, shall also include coverage for automotive equipment for a limit of not less than that specified above. Such insurance may be carried in whole or in part, at Lessee's option, (i) under any plan of self-insurance which LESSEE or any Lessee Affiliate may have in force and effect from time to time, or (ii) under any blanket policies that include other properties and provide separate coverage for the Premises provided that all foregoing requirements are satisfied.

9. MUTUAL RELEASE; WAIVERS OF SUBROGATION

A. To the fullest extent permitted by Georgia Law, including without limitation O.C.G.A. Sections 13-8-2 and 44-7-2, each party hereby releases the other and the other's partners, affiliates, agents and employees from, and waives all claims, actions and causes of action against the other party with respect to, any and all liability, damage, cost, expense or loss to the releasing party's property resulting from any cause or hazard with respect to which the releasing party is obligated to maintain insurance pursuant to Article 8 of this Lease or otherwise maintains insurance with respect to the Property, or LESSOR's Property or any other property adjoining the Property, notwithstanding the failure to obtain such policies, including, without limitation, any loss or damage resulting from any loss of the use of any property; provided, however, if LESSOR is not

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required to maintain insurance pursuant to Article 8, LESSOR hereby releases and agrees to indemnify and hold harmless, LESSEE and LESSEE's partners, affiliate, agents and employees from, and waives all claims, actions and causes of action against LESSEE with respect to, and all liability, damage, cost, expense or loss to LESSOR's Property that would have been covered by hazard insurance had LESSOR maintained the same. These 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.

B. All policies of insurance obtained by either party with respect to the Property, LESSOR's Property or any other property owned by LESSOR adjoining the Property shall include a clause or endorsement waiving the insurer's rights of subrogation against the other party.

C. Except as otherwise provided in Article 9.A, the waivers and indemnities of this Lease in favor of Lessor shall not apply to damages arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence of the Lessor, its agents or employees to the extent O.C.G.A. Section 13-8-2 is applicable thereto. Except as otherwise provided in Article 9.A the waivers and indemnities in this Lease in favor of Lessee shall not apply to damages arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence of the Lessee, its agents or employees to the extent O.C.G.A. Section 13-8-2 is applicable thereto.

10. UTILITIES; TAXES

A. LESSEE shall be responsible directly to the serving entities for all utilities required by LESSEE's use of the Property. Should electric power be provided by LESSOR, LESSEE shall install a private electric meter and LESSEE's usage shall be read by LESSOR or, at LESSOR's option, by LESSEE, on a monthly basis and the cost of electricity used by LESSEE shall be paid by LESSEE to LESSOR as a payment separate from Rent and shall be computed at the then-current public utility rate.

B. LESSOR shall pay and discharge punctually, as and when same shall become due and payable, all taxes and other governmental impositions and charges of every kind and nature whatsoever, extraordinary as well as ordinary, which shall or may during the term of this Lease be charged, levied, laid, assessed, imposed, become due and payable, or liens upon or for or with respect to the Tower Facilities or the Land or any part thereof, or any buildings, appurtenances or equipment owned by LESSOR thereon or therein or any part thereof, together with all interest and penalties thereon, under or by virtue of all present or future laws, ordinances, requirements, orders, directives, rules or regulations of the federal, state and county governments and of

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all other governmental authorities whatsoever. If personal property taxes are assessed against LESSEE's Facilities, LESSEE shall pay such taxes as are directly attributable to LESSEE'S Facilities.

11. INDEMNITIES

A. Subject to Article 9 above, LESSEE shall indemnify LESSOR against and hold LESSOR harmless in an amount not to exceed, One Million and No/100 Dollars (\$1,000,000.00) per occurrence from any and all claims of liability for or loss from personal injury and/or property damage to the extent of such claims result from or arise solely out of the use and/or occupancy of the Property by LESSEE. Notwithstanding the preceding, LESSEE does not indemnify LESSOR against any claim to the extent that it arises from or in connection with any affirmation, act, negligence or omission of LESSOR or of any agent, servant, contractor or employee of LESSOR.

B. Subject to Article 9 above, and to the extent permitted by Georgia Law, LESSOR shall indemnify LESSEE against and hold LESSEE harmless from any and all claims of liability for or loss from personal injury and/or property damage to the extent such claims result from or arise out of the ownership, use and/or occupancy of the Property by LESSOR. Notwithstanding the preceding, LESSOR does not indemnify LESSEE against any claim to the extent that it arises from or in connection with any act or omission of LESSEE or of any agent, servant or employee of LESSEE.

12. LESSEE DEFAULTS

A. The occurrence of any one or more of the following events shall constitute an "Event of Default" hereunder by LESSEE:

(1) The failure by LESSEE to make any payment of Rent or any other payment required to be made by Lessee hereunder, as and when due, where such failure shall continue for a period of thirty (30) days after written notice thereof is received by LESSEE from LESSOR.

(2) The failure by LESSEE to observe or perform any of the covenants or provisions of this Lease to be observed or performed by LESSEE, other than as specified in Subsection 12 A.(1) above, where such failure shall continue for a period of thirty (30) days after written notice thereof is received by LESSEE from LESSOR; provided, however, that it shall not be deemed an Event of Default by LESSEE if LESSEE shall commence to cure such failure within said thirty (30) day period and thereafter diligently prosecute such cure to completion.

B. If there occurs an Event of Default by LESSEE pursuant to Subsection 12 A.(1) above, LESSOR's sole remedy shall be to terminate this Lease and all rights of LESSEE hereunder, and to

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require LESSEE to remove all improvements constructed by LESSEE from the Property, within one hundred twenty (120) days of LESSEE's receipt of written notice of default from LESSOR. Notwithstanding any other provision to the contrary contained herein, however, LESSOR may not terminate this Lease due to the occurrence of an Event of Default by LESSEE pursuant to Subsection 12 A.(2) above. In the event that LESSOR shall elect to terminate this Lease due to an Event of Default under Subsection 12 A.(1), then LESSOR may recover from LESSEE:

(1) The unpaid Rent which had been earned at the time of such termination; plus,

(2) Any other amount incurred by LESSOR for its reasonable expenses (including reasonable attorney's fees) incurred in connection with re-entering, repossessing, and repairing the Leased Premises as provided in Subsection 12 C., as follows.

C. Notwithstanding any other provision contained herein to the contrary, if there occurs an Event of Default hereunder by LESSEE, LESSOR shall not have the right, prior to the termination of this Lease, to re-enter the Leased Premises and/or remove persons or property from the Property until LESSEE has received LESSOR's written notice of default and sixty (60) days have passed from said receipt within such time LESSEE shall have the right to remove said persons and property. In the event that LESSOR shall elect to terminate this Lease due to an Event of Default under Subsection 12 A.(1), then LESSOR may on the sixty-first day after the receipt of written notice of default, re-enter the Leased Premises for the removal of said persons and property.

13. NOTICES

A. All notices hereunder must be in writing and, unless otherwise provided herein, shall be deemed validly given if sent by certified mail, return receipt requested, postage prepaid, addressed as follows (or to any other mailing address which the party to be notified may designate to the other party by such notice). Such notices shall be deemed effective and any applicable time periods shall commence to run only upon the actual receipt by the addressee thereof. Should LESSOR or LESSEE have a change of address, the other party shall immediately be notified as provided in this Article 13 of such change.

LESSEE: SprintCom, Inc., a Kansas corporation
Sprint National Lease Management
6391 Sprint Parkway
Mailstop KSOPHT0101-Z2650
Overland Park, Kansas 66251-2650

With a copy to:

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Sprint Law Department
6391 Sprint Parkway
Mailstop KSOPHT0101-Z2020
Overland Park, Kansas 66251-2020
ATTN: Sprint PCS Real Estate Attorney

LESSOR: The City of Peachtree City, Georgia
350 South Highway 74
Peachtree City, Georgia 30269
ATTN: Chief James V. Murray

(1) The following data is informational only and may be changed in the manner described above for changing mailing addresses. Street addresses (if such addresses are different from the parties' mailing addresses) and phone numbers where the parties may be contacted are as follows:

LESSEE:

LESSOR: Chief James V. Murray
(770) 487-8866

If the address or phone number where either party may be contacted is changed, such party will immediately notify the other party of such change as previously set forth in subsection 13 A.

14. SALE OR TRANSFER BY LESSOR/CONDEMNATION

A. Should LESSOR, at any time during the Term of this Lease, sell, lease, transfer or otherwise convey all or any part of the Property to any transferee other than LESSEE, then such transfer shall be under and subject to this Lease and LESSEE's rights hereunder, and any transfer by LESSOR of any portion of the Property underlying the easements herein granted shall be subordinate to and made expressly subject to the rights of LESSEE in and to such easements.

B. Should LESSOR, at any time during the Term of this Lease, receive notice that all or any part of the Property may be taken by virtue of a proceeding of eminent domain, LESSOR shall immediately and in no circumstances later than thirty (30) days of the date of receipt of such notice, provide LESSEE with notice of such pending proceeding.

If the whole of the Tower Facilities, or such portion of the Tower Facilities or the Land as will make the Tower Facilities unusable for LESSOR's use, in LESSOR's reasonable discretion, or if the whole of the Premises, or such portion thereof as will make the Premises unusable for the purposes herein leased, is condemned

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by any legally constituted authority, or conveyed to such authority in lieu of such condemnation, then in any of said events, the term of this Lease shall end on the date when possession thereof is taken by the condemning authority, and rental shall be accounted for between LESSOR and LESSEE as of such date. In the event any portion of the Premises is taken by condemnation or a conveyance in lieu thereof (other than as set forth in the preceding sentence), at LESSEE's option, LESSEE may (i) terminate this Lease, or (ii) elect to continue the Lease and reduce the rent in proportion to the portion of the Premises so taken. LESSEE may claim and recover from the condemning authority an award for LESSEE's moving expenses, loss of goodwill, LESSEE's personal property and fixtures and the unamortized cost of LESSEE's Facilities.

15. EVIDENCE OF TITLE; WARRANTY OF TITLE

A. Attached hereto, as Exhibit D is a list of matters affecting title to LESSOR's Property.

B. LESSOR represents and warrants to LESSEE that the LESSOR is the sole person or entity that is vested with fee simple title to LESSOR's Property and has full right and lawful authority to Lease the Property to LESSEE. LESSOR further covenants that there are no liens, encumbrances, mortgages or other defects affecting the Property, except as shown in Exhibit D, attached hereto.

C. LESSOR hereby represents and warrants to LESSEE as follows:

(1) LESSOR's title to the Property is subject to certain liens, easements, restrictions and encumbrances, as described in Exhibit D, attached hereto (hereinafter referred to collectively as "Underlying Documents"); but none of the Underlying Documents prohibits or inhibits the use of the Property as a communications facility.

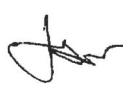
(2) No joinder or approval of another person is required with respect to LESSOR's right and authority to enter into this Lease.

(3) The terms and conditions of this Lease, including the exhibits attached hereto, are in compliance with and do not violate the provisions of the Underlying Documents.

(4) All approvals required pursuant to the terms of the Underlying Documents have been obtained.

16. HAZARDOUS SUBSTANCES

A. LESSOR warrants, represents and agrees (i) that neither

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LESSOR nor, to LESSOR's knowledge, any third party has used, generated, stored or disposed of, or permitted the use, generation, storage or disposal of, any "Hazardous Material" (as defined in Section 16 B.) on, under, about, or within the Property in violation of any applicable law or regulation, and (ii) that LESSOR will not and will not permit any third party to use, generate, store or dispose of any Hazardous Material on, under, about or within the Property in violation of any applicable law or regulation.

B. LESSOR and LESSEE each agree to defend, indemnify and hold harmless the other, the other's partners, affiliates, agents, and employees against any and all losses, liabilities, claims or costs (including reasonable attorney's fees and costs) arising in connection with the breach of representation, warranty or agreement contained in Section 16 A. As used herein, "Hazardous Material" shall mean petroleum or any petroleum product, asbestos, and any other substances, chemical, or waste that is identified as hazardous, toxic, or dangerous in any applicable federal, state or local law, rule or regulation.

17. MISCELLANEOUS PROVISIONS

A. LESSOR represents, covenants and warrants that LESSEE, upon paying the Rent and performing the covenants herein provided, shall peaceably and quietly have, hold and enjoy the Property. LESSOR agrees that no other commercial or government antenna structure(s) will be erected upon any portion of any property adjoining the Property that is owned or controlled by LESSOR, unless such commercial or government antenna structure(s) shall not interfere with LESSEE's use of the property. LESSOR agrees that LESSOR shall require any proposed user of antenna structures to provide reasonable proof, satisfactory to LESSOR and LESSEE, that any proposed use shall not interfere with LESSEE's use.

B. It is agreed and understood that this Lease contains all agreements, promises and understandings between LESSOR and LESSEE, and no verbal or oral agreements, promises or understandings not contained within this agreement, shall or will be binding upon either LESSOR or LESSEE, and any addition, variation or modification to this Lease shall be void and ineffective unless made in writing and signed by the parties hereto.

C. This Lease and the performance hereof shall be governed, interpreted, construed and regulated by and under the laws of the State of Georgia.

D. This Lease and each and every covenant and condition of this Lease is intended to benefit the Property and shall extend to and bind the heirs, personal representatives, successors and

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assigns of the parties hereto.

E. The parties agree that all of the provisions hereof shall be construed as both covenants and conditions, the same as if the words importing such covenants and conditions had been used in each separate paragraph.

F. The language of all of the parts of this Lease shall be construed simply and according to its fair meaning, and this Lease shall never be construed against any party solely by reason of such party having drafted such agreement. It is explicitly understood and agreed to by the parties that each party has had an opportunity to consult with counsel of his choice before executing this Lease.

G. (1) At LESSOR's option, this Lease shall be subordinate to any mortgage or deed to secure debt executed by LESSOR which from time to time may encumber all or any part of the Property, provided that every such holder of such instrument shall recognize (in writing and in a form acceptable to LESSEE's counsel) the validity of this Lease in the event of a foreclosure of LESSOR's interest and also LESSEE's right to remain in occupancy and have access to the Property as long as LESSEE is not in default of this Lease. LESSEE shall execute whatever instrument may reasonably be required to LESSEE an executed non-disturbance agreement satisfactory to LESSEE. If, as of the date of execution of this Lease, there is any deed to secure debt, mortgage, ground lease or other similar encumbrance affecting the Property, LESSOR agrees to obtain from the holder of such instrument an agreement that provides that LESSEE shall not be disturbed in its possession, use and enjoyment of the Property. Notwithstanding any other provision to the contrary contained herein, if LESSOR fails to deliver any such non-disturbance agreement, LESSEE shall, in addition to its other rights and remedies, be entitled to terminate this Lease by giving written notice thereof to LESSOR.

(2) In the event LESSOR herein is the tenant under the terms of any ground lease or other lease of the Property that is superior to this Lease, LESSOR shall secure from its landlord an agreement satisfactory to LESSEE in recordable form whereby such landlord agrees that, upon default of Lessor under such lease or the termination of such lease, and for so long as LESSEE herein shall not be in default, such landlord shall not deprive or disturb LESSEE's use and possession of the Property so long as LESSEE attorns to such Landlord.

(3) IF LESSOR defaults in making payment under any deed to secure debt or mortgage, or any ground lease or other lease superior to this Lease, or if LESSOR is in breach or in default of any deed to secure debt or mortgage or any ground lease or other lease superior to this Lease, LESSEE shall have the right, but not the duty, to make all rental payments hereafter becoming due under

this Lease to the holder of the mortgage or deed to secure debt or landlord in lieu of LESSOR, and payments so made shall discharge the obligation of the LESSEE hereunder respecting the payment of Rent, and, in addition, LESSEE may enforce any and all of its rights and/or remedies hereunder or by law provided or it may (although it shall not be obligated to do so) cure LESSOR's breach and or perform its obligations (on LESSOR's behalf and at LESSOR's expense) and deduct from its Rent or require the LESSOR to reimburse all reasonable costs and expenses incurred in connection with such cure and/or performance plus interest (from the date that such costs and expenses are incurred until reimbursement) at ten percent (10%) per annum.

H. If any portion of this Lease is declared by a court of competent jurisdiction to be invalid, illegal or unenforceable, then such portion shall be substituted with a provision which is legal, valid and enforceable in such court's opinion and which reflects the original intention of the parties. The validity of the remainder of this Lease shall not be affected, this Lease shall not terminate and the balance of this Lease shall continue in full force and effect.

I. If either party institutes any action or proceeding in court to enforce any provisions(s) hereof, or any action for damages by reason of any alleged breach of any of the provision hereof, then the prevailing party in any such action or proceeding shall be entitled to receive from the losing party such amounts as the court may adjudge to be reasonable attorney's fees for the service rendered to the prevailing party, together with its other reasonable litigation costs and expenses.

J. In addition to the other remedies provided for in this Lease, LESSOR and LESSEE shall be entitled to immediate restraint by injunction of any violation or attempted or threatened violation of any of the covenants, conditions or provisions herein contained.

K. The captions of the articles and sections of this Lease are for convenience of reference only and shall not affect the interpretation of this Lease or limit or amplify any of its terms or provisions.

L. Time is of the essence of this Lease.

M. Each of the individuals executing this Lease on behalf of LESSEE or LESSOR hereby warrants and represents to the other party to this Lease that he or she has the authority to enter into this Lease and to bind LESSEE or LESSOR, as the case may be, to the terms, covenants and conditions contained herein. LESSEE and LESSOR shall deliver to the other upon request all documents reasonably requested by the other evidencing such authority, including, without limitation, a copy of all requisite corporate

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or partnership action has been taken by LESSOR and LESSEE so as to authorize LESSOR and LESSEE to enter into this Lease and reflecting the authority of those persons or parties who execute agreements on behalf of LESSEE or LESSOR.

N. LESSEE acknowledges that the authority of a municipality in the State of Georgia to enter into a long term lease is unsettled. LESSEE and LESSOR have made a diligent and good faith effort to comply with the laws governing the leasing of LESSOR's Property. In the event that LESSEE and LESSOR are found by a court of appropriate and competent jurisdiction to have failed to comply with the laws governing the leasing of LESSOR's Property and this Lease is found to be invalid, LESSEE agrees, for itself and its successors and assigns, that LESSEE shall not seek to recover any costs, fees or damages from LESSOR or its officers, agents, clerks council members or other elected officials arising from any losses LESSEE may incur as a result of such invalidity. LESSOR may condition its consent to any assignment or subleasing upon any assignee or sublessee agreeing to be bound by the waiver contained in this Section 17 N. The foregoing waiver of monetary damages shall not impair LESSEE's right to seek equitable remedies, including the remedy of injunction.

O. For and in consideration of Twenty Five Hundred and No/100 Dollars (\$2500.00), the receipt and sufficiency whereof is hereby acknowledged, the parties agree that the indemnification provisions contained in Articles 2.A, 4.C, 9.C, 11.A&B, 16.B, and 17.I, shall survive the termination, cancellation and/or expiration of this Lease Agreement.

P. Lessee reserves the right to install their antennas at a height and location approved by LESSOR, which approval shall not be unreasonably withheld, conditioned, or delayed. The installation of said antennas shall be completed within one year of the execution of this Lease.

Q. This agreement may be executed in four originals with each party retaining two originals. All originals are sufficient as the best evidence available in any court proceeding or other proceeding.

R. Lessor hereby waives any and all lien rights it may have, statutory or otherwise, in and to Lessee's communications facility and all other personal property located on the Leased Premises or any portion thereof, regardless of whether same is deemed real or personal property under applicable laws.

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IN WITNESS WHEREOF, LESSOR and LESSEE have duly executed this Lease on the day and year written below. The last party executing this Lease shall insert the date on page one hereof.

LESSOR:

Sworn to and subscribed
before me this 6th day
of January, 2004⁵
the presence of

Gloria Reid
Witness

Pamela P. Dufresne
Notary Public



THE CITY OF PEACHTREE CITY,
GEORGIA, an incorporated
Municipality of the State of
Georgia

By: [Signature]
Name: Stephen D. Brown
Title: Mayor
(first signature must be by
Mayor)

Attest: [Signature]
Name: Jane S. Miller
Title: City Clerk
(second signature must be by
City Clerk)

(CITY SEAL)
Federal Employer ID No.
58-107-99-55

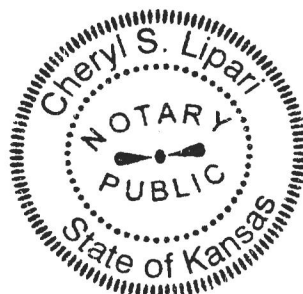
LESSEE:

Sworn to and subscribed
before me this 7th day
of September, 2004, in
the presence of

Brenda E. Bradshaw
Witness

Cheryl S. Lipari
Notary Public

Commission Expires: 4/23/08



SPRINTCOM, INC., a Kansas
Corporation

By: [Signature]
Name: JAMES G. MEYERS
Title: AVP-Site Delive.

(CORPORATE SEAL)

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As

Exhibit "A1"
Leased Premises

Parent Tract

All that tract or parcel of land located in Land Lots 98 and 127 of the 7th District of Fayette County, Georgia being more particularly described as follows:

To find the POINT OF BEGINNING, start at the Southerly corner of the intersection of Georgia State Highway 54 and Willowbend Road at a concrete monument found; thence travel North 72° 13' 31" East a distance of 34.53 feet to a point; thence along the Southerly right-of way of Georgia State Highway 54 along a curve to the left having a radius of 22,983.33 feet, delta of 00° 46' 50", an arc length of 313.15 feet and a cord which bears North 71° 50' 06" East having a cord distance of 313.15 feet to a iron pin set being the POINT OF BEGINNING; thence along the Southerly line of the right-of way of Georgia State Highway 54 along a curve to the left having a radius of 22,983.31 feet, a delta of 00° 51' 49" an arc length of 346.43 feet in a cord which bears North 71° 00' 48" East and a cord distance of 346.42 feet to a concrete monument found; thence North 58° 14' 06" East a distance of 70.66 feet to an iron pin set; thence along a curve to the left having a radius 22,968.31 feet a delta of 00° 04' 19", an arc length of 28.89 feet and a cord which bears North 70° 22' 28" East having a cord distance of 28.89 feet to an iron pin set; thence South 12° 00' 23" East a distance of 86.41 feet to an iron pin set thence South 52° 00' 34" East a distance of 50.95 feet to an iron pin set; thence South 34° 46' 21" East a distance of 33.07 feet to an iron pin set; thence South 40° 16' 51" East a distance of 125.71 feet to an iron pin set; thence South 52° 01' 48" East a distance of 84.01 feet to an iron pin set; thence South 31° 14' 34" East a distance of 20.90 feet to an iron pin set; thence South 67° 41' 10" East a distance of 38.87 feet to an iron pin set; thence South 57° 37' 11" East a distance of 44.30 feet to an iron pin set; thence South 48° 15' 30" East a distance of 88.13 feet to an iron pin set; thence South 07° 42' 04" East a distance of 75.69 feet to an iron pin set; thence South 23° 23' 49" West a distance of 239.66 feet to an iron pin set; thence South 69° 38' 23" West a distance of 37.29 feet to an iron pin set; thence North 87° 56' 17" West a distance of 96.28 feet to an iron pin set; thence North 85° 26' 59" West a distance of 145.89 feet to an iron pin set; thence South 65° 44' 03" West a distance of 86.27 feet to an iron pin set; thence North 87° 59' 13" West a distance of 56.61 feet to an iron pin set; thence South 87° 44' 53" West a distance of 88.08 feet to an iron pin set; thence North 87° 55' 52" West a distance of 214.06 feet to an iron pin set; thence North 14° 49' 53" East a distance of 26 feet to an iron pin found; thence North 14° 49' 53" East a distance of 251.89 feet to an iron pin found; thence North 19° 10' 07" West a distance of 367.88 to the POINT OF BEGINNING, being a tract of land equal to 10.26 acres more or less and based on a survey conducted by Mark Welborn on May 12, 1998 for Peachtree City Holdings LLC, which is attached, hereto.

Sprint Leased Area:

More particularly described as a 23' X 21' or 483 square feet, located within the 5,777 square foot area of the tower location.

(SR)

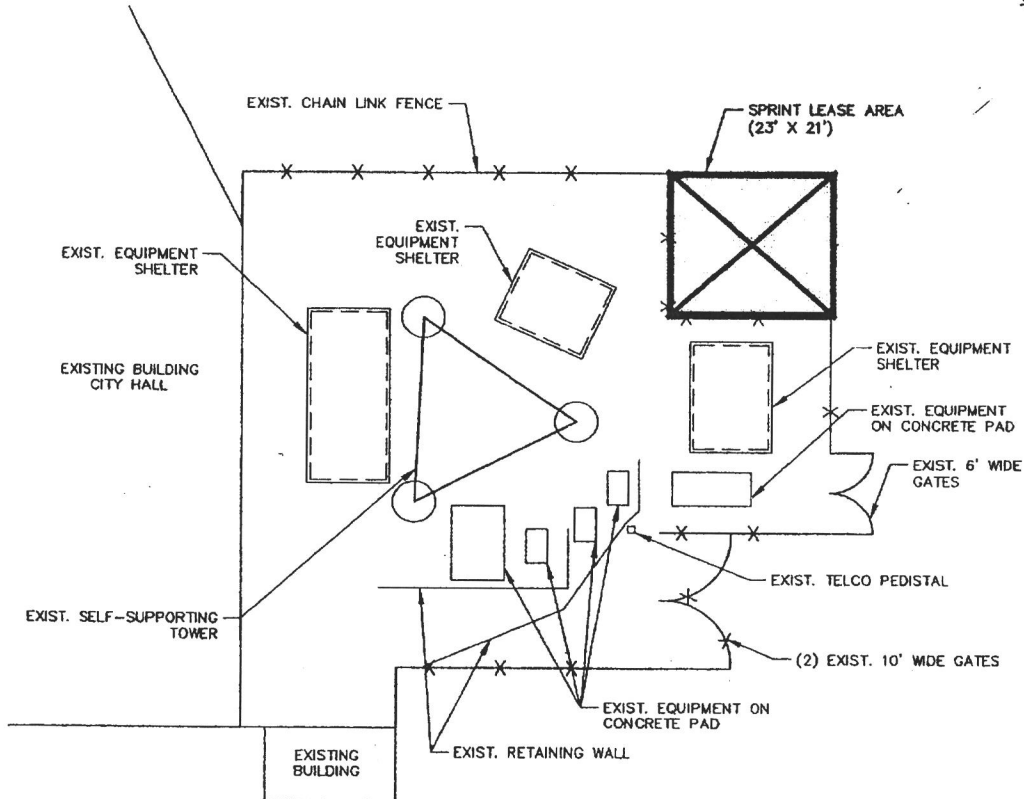
Jan

Exhibit "A2"
Leased Premises
 Lessee's Leased Area

ADDENDUM 2

NOTES:

1. SPRINT AND OWNER AGREE TO MODIFY LEASE PARCEL SIZE AND CONFIGURATION IF REQUIRED TO OBTAIN NECESSARY ZONING APPROVALS.
2. LEASED AREA SHALL INCLUDE 24 HOUR, 7 DAY ACCESS FROM PUBLIC PROPERTY TO EQUIPMENT AND ANTENNAS.
3. LEASED PREMISES SHALL INCLUDE SUITABLE AREA WITHIN LANDLORD'S SPACE FOR ROUTING OF CABLE AND UTILITIES BETWEEN THE EQUIPMENT AREA, MOUNTED ANTENNAS, AND UTILITY SERVICE ENTRANCE LOCATIONS FOR THE NECESSARY CONNECTION FOR EACH.
4. THE OWNER AND SPRINT HEREBY AGREE TO THE GENERAL LEASE AREA LOCATION SPECIFIED ON THIS LEASE EXHIBIT. THE EXACT LOCATIONS OF BASE STATION EQUIPMENT, CABLES, UTILITIES, AND ANTENNAS ARE SUBJECT TO FINAL ENGINEERING DESIGN AND ULTIMATELY THE LEASEABLE AREA MAY BE MODIFIED TO REFLECT THE FINAL ENGINEERING DESIGN.
5. PROPERTY LINES DEPICTED HEREIN ARE TAKEN FROM AVAILABLE TAX MAPS AND ARE APPROXIMATE ONLY.



1" = 20'

LEASE PLAN

LE-1

NOTE: OWNER AND SPRINT MAY, AT SPRINT'S OPTION, REPLACE THIS EXHIBIT WITH AN EXHIBIT SETTING FORTH THE LEGAL DESCRIPTION OF THE PROPERTY ON WHICH THE SITE IS LOCATED AND/OR AN AS-BUILT DRAWING DEPICTING THE SITE.

DWG. 1 OF 2
 OWNER INITIALS: _____ DATE: _____
 SPRINT INITIALS: _____ DATE: _____

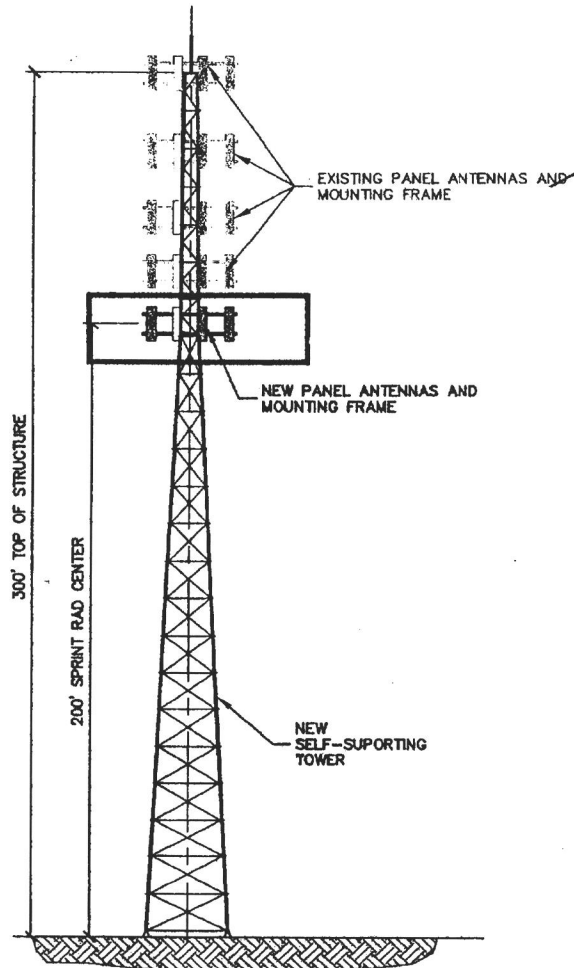
REV.	DATE	DESCRIPTION

TAX MAP NO.: 0732-075-01 ZONING CLASS: OS-OPENING SPACE JURISDICTION: PEACHTREE CITY OWNERS NAME: PEACHTREE CITY		AFL Telecommunications Wireless Services Pacific 17, Inc. 301 CUNE DRIVE ALPHARETTA, GA 30005 Office (770) 863-8813 Fax (770) 863-8471	APPROX. SCALE 1" = 20' DATE: 3/29/04 SITE ADDRESS: (CITY HALL SST) 153 WILLOWBEND ROAD PEACHTREE CITY, GA 30269	LEASE EXHIBIT PLAN SITE I.D. AT60XC134-A
---	--	---	--	--

(SR)

Exhibit "A3"
Leased Premises
Lessee's Tower Elevation

ADDENDUM 2



TOWER ELEVATION
NOT TO SCALE

LE-2

NOTE: OWNER AND SPRINT MAY, AT SPRINT'S OPTION, REPLACE THIS EXHIBIT WITH AN EXHIBIT SETTING FORTH THE LEGAL DESCRIPTION OF THE PROPERTY ON WHICH THE SITE IS LOCATED AND/OR AN AS-BUILT DRAWING DEPICTING THE SITE.

DWG 2 OF 2
OWNER INITIALS: _____ DATE: _____
SPRINT INITIALS: _____ DATE: _____

REV.	DATE	DESCRIPTION

TAX MAP NO.: 0732-075-01 ZONING CLASS: OS-OPENING SPACE JURISDICTION: PEACHTREE CITY OWNERS NAME: PEACHTREE CITY		AFL Telecommunications Wireless Services Pacific 17, Inc 301 CURE DRIVE ALPHARETTA, GA 30005 Office (770) 883-8813 Fax (770) 883-8471	APPROX. SCALE: N.T.S. DATE: 3/28/04 SITE ADDRESS: (CITY HALL SST) 153 WILLOWBEND ROAD PEACHTREE CITY, GA 30269
---	--	--	--

(58)

[Handwritten signature]

EXHIBIT "B"

FREQUENCIES

TRANSMIT
1945-1950MHZ

RECEIVE
1865-1870MHZ

ANTENNAS

<u>Type (Tx/Rx)</u>	<u>QTY</u>	<u>Model</u>	<u>Approx. Dimensions</u>
EMS	9	RR65-18-02DPL2	56'X 8" X 2.75"

HELIAX

<u>SIZE</u>	<u>QTY</u>	<u>Model</u>	<u>Heliac Diameter</u>
9		Andrew	1 5/8

EQUIPMENT CABINET DIMENSIONS

Height 72" Width 30" Depth 10'3"

ADDITIONAL SPECIFICATIONS:

(58)
Jan

CITY OF PEACHTREE CITY
TOWER LEASE

FISCAL YEAR	MONTH OF LEASE	CASH PROJECTIONS
2004	1	\$ 72,000
2005		-
2006		-
2007	37	24,000
2008	49	24,000
2009	61	24,720
2010	73	25,462
2011	85	26,226
2012	97	27,013
2013	109	27,823
2014	121	28,658
2015	133	29,518
2016	145	30,404
2017	157	31,316
2018	169	32,255
2019	181	33,223
2020	193	34,220
2021	205	35,247
2022	217	36,304
2023	229	37,393
2024	241	38,515
2025	253	39,670
2026	265	40,860
2027	277	42,086
2028	289	43,349
		\$ 784,262

(52)

[Signature]

Upon Recording, Return to:
Alaina Shamp, Paralegal
Troutman Sanders LLP
600 Peachtree Street, NE
Suite 5200
Atlanta, Georgia 30308-2216

Cross Reference to:

Deed Book 1775, Page 105
Deed Book 1775, Page 110
Deed Book 367, Page 643
Deed Book 2421, Page 241

STATE OF GEORGIA)
)
COUNTY OF FAYETTE)

Fayette County, Georgia Records

ACCESS AND UTILITIES EASEMENT AGREEMENT

THIS ACCESS AND UTILITIES EASEMENT AGREEMENT (the "Agreement") is made and entered into as of the _____ day of _____, 20__, by and between **GEORGIA MUNICIPAL ASSOCIATION, INC.**, a Georgia nonprofit corporation, with its principal office located at 201 Pryor St SW, Atlanta, Georgia 30303 ("Fee Owner"), **THE CITY OF PEACHTREE CITY**, a municipal corporation, with a mailing address of 151 Willow Bend Drive, Peachtree City, Georgia 30269 ("Lessor") (Fee Owner and Lessor are collectively referred to herein as "Grantors"), and **VERIZON WIRELESS (VAW) LLC**, a Delaware limited liability company, d/b/a Verizon Wireless, with its principal office located at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey, 07920 (telephone number 866-862-4404) ("Grantee").

WITNESSETH:

WHEREAS, Fee Owner is the owner of certain real property located in the City of Peachtree City, County of Fayette, Georgia, described in Deed Book 1775 at Page 105 as recorded in the Office of the Clerk of the Superior Court of Fayette County, Georgia, and also described on Exhibit "A" attached hereto and by this reference made a part hereof (the "Property"); and

WHEREAS, Fee Owner leases the Property to Lessor pursuant to that certain Master Lease and Option Agreement dated December 27, 2001, a short form of which is recorded in Deed Book 1775 at Page 110, Fayette County, Georgia Records;

WHEREAS, Grantee has leased a certain parcel located on property contiguous to the Property which is owned by Lessor ("Leased Premises"), and such Leased Premises is more particularly described on Exhibit "B" attached hereto and by this reference; and

WHEREAS, Grantee desires to obtain the Access Easement and the Utility Easement, each as defined herein, from Grantors over and across a portion of the Property, as more fully shown on Exhibit "C" attached hereto and made a part hereof by this reference and as described on Exhibit "C-1" attached hereto and made a part hereof by this reference, in connection with its installation, operation, and maintenance of communications equipment on the Leased Premises (the "Communications Facility").

NOW, THEREFORE, in consideration of the Easements, as defined herein, the mutual promises and benefits hereinafter set forth, and other good and valuable consideration, the receipt, sufficiency and adequacy of which are hereby acknowledged, the parties hereby agree as follows:

1. **ACCESS EASEMENT AND UTILITY EASEMENT.** Grantors hereby grant and convey to Grantee, its successors and assigns, for the benefit of and as an appurtenance to the Leased Premises, a 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 or along a twenty (20) foot wide easement extending from the nearest public right-of-way, Willow Bend Road, to the Leased Premises (the "Access Easement"), together with a non-exclusive easement for the purpose of the installation and maintenance of utility wires, fiber, poles, cables, conduits, and pipes over, under, or along a ten (10) foot wide easement extending from the nearest public right-of-way, Willow Bend Road, to the Leased Premises (the "Utility Easement") as described on Exhibit "C" and depicted on Exhibit "C-1". The Access Easement and Utility Easement shall hereinafter be referred to collectively as the "Easements." Grantee, its agents, independent contractors, subtenants, licensees, tenants and invitees shall have the use of the Easements as described herein, seven (7) days a week, twenty-four (24) hours a day. The Easements shall be perpetual and shall not expire except upon the recording of a termination and release executed and delivered by Grantee. The Easements described herein shall run with the land.

2. **REPAIRS.** In addition to the rights granted hereunder, Grantee hereby agrees to, and shall be required to restore, at its expense, any physical damage to the Property, or any improvements thereon, to substantially the same condition as existed prior to Grantee's activities, normal wear and tear excluded.

3. **INDEMNITY.** To the extent permitted by Georgia law, each Party shall indemnify and hold the other Party 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.

4. **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):

FEE OWNER: Georgia Municipal Association, Inc.
201 Pryor St SW
Atlanta, Georgia 30303

With a copy via regular mail to:

Georgia Municipal Association, Inc.
P.O. Box 105377
Atlanta, Georgia 30348

GRANTEE: Verizon Wireless (VAW) LLC
d/b/a Verizon Wireless
180 Washington Valley Road
Bedminster, New Jersey 07921
Attn: Network Real Estate

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

5. **AUTHORITY.** Grantors covenant that Grantors are seized of good and sufficient title and/or interest to the Property and have full authority to enter into and execute this Agreement. Grantors further covenant that there are no other liens, judgments or impediments of title on the Easement area or affecting Grantors' title to the same and that there are no covenants, easements or restrictions which prevent the use of the Easements by the Grantee as set forth above.

6. **ASSIGNMENT; SUCCESSORS.** This Agreement may be sold, assigned or transferred by Grantee without any approval or consent of Grantors to Grantee's principal, affiliates, subsidiaries of its principal or to any entity which acquires all or substantially all of Grantee'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 prior written consent of Grantors, which such consent will not be unreasonably withheld, delayed or conditioned. No change of stock ownership, partnership interest or control of Grantee or transfer upon partnership or corporate dissolution of Grantee shall constitute an assignment hereunder. This terms and conditions of this Agreement shall extend to and bind the heirs, personal representatives, successors and assigns of the Parties hereto.

7. **MISCELLANEOUS.** It is agreed and understood that this Agreement contains all agreements, promises and understandings between the Grantors and Grantee and that no verbal or oral agreements, promises or understandings shall be binding upon either the Grantors or Grantee 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 and signed by the parties. This Agreement and the performance thereof shall be governed, interpreted, construed, and regulated by the laws of the State of Georgia. This Agreement shall extend to and bind the heirs, personal representatives, successors and assigns of the parties hereof. This Agreement may be executed in any number of counterparts which together shall constitute one and the same instrument, and the signature of any Party to any counterpart of this Agreement may be appended to any other counterpart hereof.

[Signatures Commence on Following Page]

IN WITNESS WHEREOF, the parties have duly executed, sealed and delivered this Agreement as of the date first written above.

Signed, sealed and delivered
in the presence of:

Witness

Notary Public

My Commission Expires: _____

(NOTARIAL SEAL)

GRANTORS:

**GEORGIA MUNICIPAL ASSOCIATION,
INC.,** a Georgia nonprofit corporation

BY: _____

NAME: _____

TITLE: _____

[CORPORATE SEAL]

Signed, sealed and delivered
in the presence of:

Witness

Notary Public

My Commission Expires: _____

(NOTARIAL SEAL)

THE CITY OF PEACHTREE CITY, a
municipal corporation

BY: _____

NAME: _____

TITLE: _____

[CORPORATE SEAL]

Signed, sealed and delivered
in the presence of:

Witness

Notary Public

My Commission Expires: _____

(NOTARIAL SEAL)

GRANTEE:

**VERIZON WIRELESS (VAW) LLC,
d/b/a Verizon Wireless**

BY: _____

Aparna Khurjekar

Area Vice President Network

CONSENT AND JOINDER OF MORTGAGEE

WELLS FARGO BANK, N.A., successor by merger to Wachovia Bank, N.A., successor by merger to First Union National Bank, which has an interest in the "Property" (as that term is defined in the Access and Utilities Easement Agreement) by virtue of that certain Deed to Secure Debt (the "Security Deed"), dated December 27, 2001, from Georgia Municipal Association, Inc. to First Union Bank recorded in Deed Book 1775, Page 114, Records of Clerk, Superior Court, Fayette County, Georgia, does hereby consent and join the execution and delivery of that certain Access and Utilities Easement Agreement, dated _____, to be recorded in the aforesaid records, such that in the event of a foreclosure under the aforesaid Security Deed, a deed in lieu of foreclosure or any other such conveyance, the Access and Utilities Easement Agreement shall continue to be and remain in full force and effect, subject in all instances to the terms and conditions as contained therein.

Signed, sealed and delivered
in the presence of:

Witness

Notary Public

My Commission Expires: _____

(NOTARIAL SEAL)

WELLS FARGO BANK, N.A.

BY: _____

Its: _____

Attest: _____

Its: _____

[BANK SEAL]

Exhibit "A"

Property

All that tract or parcel of land lying and being in Land Lot 127 of the 7th District of Fayette County, Georgia and being more particularly described as follows:

BEGINNING at the intersection of the northeasterly right-of-way of Hip Pocket Road (60' right-of-way) and the southeasterly right-of-way of Willow Bend Road (80' right-of-way); THENCE along the right-of-way of Willow Bend Road the following courses and distances: North 61 degrees 30 minutes 03 seconds East a distance of 214.32 feet to a point on a curve; THENCE along a curve to the left having a radius of 598.13 feet a delta of 82 degrees 32 minutes 12 seconds; an arc length 861.62 feet and a chord which bears North 23 degrees 40 minutes 53 seconds East having a chord distance of 789.03 feet to a point on a line; THENCE North 15 degrees 08 minutes 30 seconds West a distance of 42.43 feet to a concrete right-of-way monument on the southeasterly right-of-way of Georgia State Route 54 (right-of-way varies); THENCE along Georgia State Route 54 the following courses and distances: North 75 degrees 04 minutes 11 seconds East a distance of 33.53 feet to a point of curve; THENCE along a curve to the left having a radius of 22,983.31 feet a delta of 00 degrees 46 minutes 49 seconds, an arc length 313.02 feet and a chord which bears North 74 degrees 40 minutes 47 seconds East having a chord distance of 313.01 feet to a point; THENCE leaving said State Route South 16 degrees 30 minutes 00 seconds East a distance of 332.99 feet to a point; THENCE South 73 degrees 22 minutes 41 seconds West a distance of 211.03 feet to a point; THENCE South 28 degrees 22 minutes 14 seconds West a distance of 136.93 feet to a point; THENCE South 61 degrees 24 minutes 58 seconds East a distance of 225.42 feet to a point; THENCE South 17 degrees 30 minutes 00 seconds West a distance of 18.47 feet to a point; THENCE South 82 degrees 02 minutes 23 seconds East a distance of 83.92 feet to a point; THENCE South 80 degrees 51 minutes 47 seconds East a distance of 89.21 feet to a point; THENCE South 14 degrees 24 minutes 50 seconds West a distance of 17.52 feet to a point; THENCE South 72 degrees 33 minutes 29 seconds East a distance of 67.59 feet to a point; THENCE South 55 degrees 38 minutes 30 seconds East a distance of 43.46 feet to a point; THENCE South 00 degrees 45 minutes 38 seconds West a distance of 64.78 feet to a point; THENCE South 20 degrees 07 minutes 29 seconds West a distance of 51.06 feet to a point; THENCE South 43 degrees 13 minutes 11 seconds West a distance of 31.43 feet to a point; THENCE South 58 degrees 00 minutes 52 seconds West a distance of 34.00 feet to a point; THENCE South 79 degrees 31 minutes 47 seconds West a distance of 83.97 feet to a point; THENCE South 71 degrees 36 minutes 11 seconds West a distance of 25.93 feet to a point; THENCE South 21 degrees 25 minutes 21 seconds West a distance of 8.00 feet to a point; THENCE North 69 degrees 45 minutes 37 seconds West a distance of 48.45 feet to a point; THENCE North 52 degrees 06 minutes 29 seconds West a distance of 149.08 feet to a point; THENCE North 80 degrees 51 minutes 44 seconds West a distance of 43.04 feet to a point; THENCE South 87 degrees 59 minutes 19 seconds West a distance of 40.20 feet to a point; THENCE South 61 degrees 16 minutes 18 seconds West a distance of 470.55 feet to a point; THENCE South 61 degrees 00 minutes 01 seconds West a distance of 214.68 feet to a 5/8" rebar on the northeasterly right-of-way of Hip Pocket Road; THENCE along said right-of-way North 29 degrees 35 minutes 37 seconds West a distance of 180.93 feet to the POINT OF BEGINNING, and containing 9.223 acre(s) of land, more or less.

Exhibit "B"
Leased Premises

LAND SPACE

All that tract or parcel of land lying and being in Land Lot 127, 7th District, Peachtree City, Fayette County, Georgia, and being more particularly described as follows:

To find the point of beginning, commence at a concrete monument found at the intersection of the southerly right-of-way line of Georgia State Highway 54 (having a variable width right-of-way and the easterly right-of-way line of Willow Bend Road (having an 80-foot right-of-way); thence leaving said intersection and running along a tie line, South 43°10'06" East, 571.14 feet to a point having a Georgia (West Zone) state plane coordinate value of N=1237041.70, E=2170376.19 and being the true POINT OF BEGINNING; Thence running, North 08°15'02" West, 11.00 feet to a point; Thence, North 81°44'58" East, 12.00 feet to a point; Thence, South 08°15'02" East, 11.00 feet to a point; Thence, South 81°44'58" West, 12.00 feet to a point and the POINT OF BEGINNING.

Said tract contains 0.003 acres (132 square feet) more or less, as shown in a survey prepared for Verizon Wireless, LLC by POINT TO POINT LAND SURVEYORS, INC. dated June 23, 2015, and last revised July 16, 2015.

ACCESS EASEMENT

All that tract or parcel of land lying and being in Land Lot 127, 7th District, City of Peachtree City, Fayette County, Georgia, being a 20-foot wide strip of land, the centerline of which being more particularly described as follows:

To find the point of beginning, commence at an iron pin set at the intersection of the southerly right-of-way line of State Route 54 (having a right-of-way of varying widths and at this point the centerline of which being located 65.00 feet from said southerly right-of-way line) and the westerly right-of-way line of Willow Bend Road (having a right-of-way width of 80 feet); thence leave said southerly right-of-way line of State Route 54 and run along the westerly right-of-way line of Willow Bend Road the following courses and distances: South 17 degrees 05 minutes 30 seconds East a distance of 40.00 feet to a point; South 17 degrees 42 minutes 01 second East a distance of 55.85 feet to a point; South 14 degrees 01 minute 05 seconds East a distance of 57.92 feet to a point; South 10 degrees 44 minutes 11 seconds East a distance of 42.45 feet to a point; along an arc of a curve to the right an arc distance of 133.09 feet to a point which is located on the centerline of a 20-foot wide access easement and marks the POINT OF BEGINNING, said arc having a radius of 393.26 feet and being subtended by a chord bearing South 00 degrees 37 minutes 23 seconds West a chord distance of 132.45 feet; FROM THE POINT OF BEGINNING AS THUS ESTABLISHED, thence leave said westerly right-of-way line of Willow Bend Road and run along the centerline of said 20-foot wide access easement the following courses and distances: South 51 degrees 29 minutes 22 seconds East a distance of 25.75 feet to a point; South 64 degrees 41 minutes 17 seconds East a distance of 198.80 feet to a point; South 70 degrees 20 minutes 45 seconds East a distance of 42.00 feet to a point; South 84 degrees 06 minutes 11 seconds East a distance of 50.00 feet to a point; North 68 degrees 02 minutes 48 seconds East a distance of 55.00 feet to a point; North 08 degrees 39 minutes 32 seconds West a distance of 18.00 feet to a point which marks the termination of said 20-foot wide access easement; said tract being marked "  20' ACCESS ESMT. (DB 705 PG 55)" on that certain survey prepared for Verizon Wireless, LLC by POINT TO POINT LAND SURVEYORS, INC. dated June 23, 2015, and last revised July 16, 2015.

UTILITY EASEMENT

All that tract or parcel of and lying and being in Land Lot 127, 7th District, City of Peachtree City, Fayette County, Georgia being a 10-foot wide strip of land, the centerline of which being more particularly described as follows:

TO FIND THE POINT OF BEGINNING, commence at an iron pin set at the intersection of the southerly right-of-way line of State Route 54 (having a right-of-way of varying widths and at this point the centerline of which being located 65.00 feet from said southerly right-of-way line) and the westerly right-of-way line of Willow Bend Road (having a right-of-way width of 80 feet); thence leave said southerly right-of-way line of State Route 54 and run along said westerly right-of-way line of Willow Bend Road the following courses and distances: South 17 degrees 05 minutes 30 seconds East a distance of 40.00 feet to a point; South 17 degrees 42 minutes 01 second East a distance of 55.85 feet to a point; South 14 degrees 01 minute 05 seconds East a distance of 57.92 feet to a point; South 10 degrees 44 minutes 11 seconds East a distance of 42.45 feet to a point; along an arc of a curve to the right an arc distance of 133.09 feet to a point, said arc having a radius of 393.26 feet and being subtended by a chord bearing South 00 degrees 37 minutes 23 seconds West a chord distance of 132.45 feet; along an arc of a curve to the right an arc distance of 58.10 feet to a point which is located on the centerline of a 10-foot wide utility easement and marks the POINT OF BEGINNING, said arc having a radius of 393.26 feet and being subtended by a chord bearing South 14 degrees 33 minutes 01 second West a chord distance of 58.05 feet; FROM THE POINT OF BEGINNING AS THUS ESTABLISHED, thence leaving said westerly right-of-way line of Willow Bend Road and running along the centerline of said 10-foot wide utility easement the following courses and distances: South 70 degrees 51 minutes 16 seconds East a distance of 208.63 feet to a power pole; North 71 degrees 04 minutes 38 seconds East a distance of 140.19 feet to a point which marks the termination of said 10-foot wide utility easement; said tract being marked "  10' UTIL. EASEMENT (DB 705 PG 55)" on that certain survey prepared for Verizon Wireless, LLC by POINT TO POINT LAND SURVEYORS, INC. dated June 23, 2015, and last revised July 16, 2015.

Exhibit "C"
Description of Easements

ACCESS EASEMENT

All that tract or parcel of land lying and being in Land Lot 127, 7th District, City of Peachtree City, Fayette County, Georgia, being a 20-foot wide strip of land, the centerline of which being more particularly described as follows:

To find the point of beginning, commence at an iron pin set at the intersection of the southerly right-of-way line of State Route 54 (having a right-of-way of varying widths and at this point the centerline of which being located 65.00 feet from said southerly right-of-way line) and the westerly right-of-way line of Willow Bend Road (having a right-of-way width of 80 feet); thence leave said southerly right-of-way line of State Route 54 and run along the westerly right-of-way line of Willow Bend Road the following courses and distances: South 17 degrees 05 minutes 30 seconds East a distance of 40.00 feet to a point; South 17 degrees 42 minutes 01 second East a distance of 55.85 feet to a point; South 14 degrees 01 minute 05 seconds East a distance of 57.92 feet to a point; South 10 degrees 44 minutes 11 seconds East a distance of 42.45 feet to a point; along an arc of a curve to the right an arc distance of 133.09 feet to a point which is located on the centerline of a 20-foot wide access easement and marks the POINT OF BEGINNING, said arc having a radius of 393.26 feet and being subtended by a chord bearing South 00 degrees 37 minutes 23 seconds West a chord distance of 132.45 feet; FROM THE POINT OF BEGINNING AS THUS ESTABLISHED, thence leave said westerly right-of-way line of Willow Bend Road and run along the centerline of said 20-foot wide access easement the following courses and distances: South 51 degrees 29 minutes 22 seconds East a distance of 25.75 feet to a point; South 64 degrees 41 minutes 17 seconds East a distance of 198.80 feet to a point; South 70 degrees 20 minutes 45 seconds East a distance of 42.00 feet to a point; South 84 degrees 06 minutes 11 seconds East a distance of 50.00 feet to a point; North 68 degrees 02 minutes 48 seconds East a distance of 55.00 feet to a point; North 08 degrees 39 minutes 32 seconds West a distance of 18.00 feet to a point which marks the termination of said 20-foot wide access easement; said tract being marked "  20' ACCESS ESMT. (DB 705 PG 55)" on that certain survey prepared for Verizon Wireless, LLC by POINT TO POINT LAND SURVEYORS, INC. dated June 23, 2015, and last revised July 16, 2015.

UTILITY EASEMENT

All that tract or parcel of and lying and being in Land Lot 127, 7th District, City of Peachtree City, Fayette County, Georgia being a 10-foot wide strip of land, the centerline of which being more particularly described as follows:

TO FIND THE POINT OF BEGINNING, commence at an iron pin set at the intersection of the southerly right-of-way line of State Route 54 (having a right-of-way of varying widths and at this point the centerline of which being located 65.00 feet from said southerly right-of-way line) and the westerly right-of-way line of Willow Bend Road (having a right-of-way width of 80 feet); thence leave said southerly right-of-way line of State Route 54 and run along said westerly right-of-way line of Willow Bend Road the following courses and distances: South 17 degrees 05 minutes 30 seconds East a distance of 40.00 feet to a point; South 17 degrees 42 minutes 01 second East a distance of 55.85 feet to a point; South 14 degrees 01 minute 05 seconds East a distance of 57.92 feet to a point; South 10 degrees 44 minutes 11 seconds East a distance

of 42.45 feet to a point; along an arc of a curve to the right an arc distance of 133.09 feet to a point, said arc having a radius of 393.26 feet and being subtended by a chord bearing South 00 degrees 37 minutes 23 seconds West a chord distance of 132.45 feet; along an arc of a curve to the right an arc distance of 58.10 feet to a point which is located on the centerline of a 10-foot wide utility easement and marks the POINT OF BEGINNING, said arc having a radius of 393.26 feet and being subtended by a chord bearing South 14 degrees 33 minutes 01 second West a chord distance of 58.05 feet; FROM THE POINT OF BEGINNING AS THUS ESTABLISHED, thence leaving said westerly right-of-way line of Willow Bend Road and running along the centerline of said 10-foot wide utility easement the following courses and distances: South 70 degrees 51 minutes 16 seconds East a distance of 208.63 feet to a power pole; North 71 degrees 04 minutes 38 seconds East a distance of 140.19 feet to a point which marks the termination of said 10-foot wide utility easement; said tract being marked "  10' UTIL. EASEMENT (DB 705 PG 55)" on that certain survey prepared for Verizon Wireless, LLC by POINT TO POINT LAND SURVEYORS, INC. dated June 23, 2015, and last revised July 16, 2015.

Exhibit "C-1"
Depiction of Easements

See attached.

TITLE EXCEPTIONS

JAMES E. MCGUIRE LLC
FILE NO. 1114-1844 (TS FILE NO. 058037.114710)
EFFECTIVE DATE: APRIL 26, 2015

1. Reservation of perpetual, non-exclusive easements set forth in Quitclaim Deed from Equitable Life Assurance Society of the United States, a New York corporation, to The City of Peachtree City, Georgia, a municipal corporation, dated November 5, 1981, recorded in Deed Book 248, page 13, aforesaid records (only affects Tracts One and Two). [RESTRICTIONS REMOVED PER AGREEMENT RECORDED IN DEED BOOK 371 PAGE 217].
2. All matters disclosed by plat Prepared for City of Peachtree City, filed March 6, 1981, recorded in Plat Book 13, page 46, aforesaid records (only affects Tracts One and Two). [ITEMS AFFECTING THE SUBJECT PROPERTY ARE PLOTTED HEREON].
3. Easements reserved in Agreement between The Equitable Life Assurance Society of the United States, a New York corporation, and Peachtree City, a municipal corporation, dated January 10, 1986, recorded in Deed Book 371, page 217, Fayette County, Georgia Records (only affects Tracts One and Two). [THIS ITEM AFFECTS THE SUBJECT PROPERTY].
4. Conveyance of Access Rights set forth in Right of Way Deed from The City of Peachtree City, Georgia to Department of Transportation, dated October 20, 1989, recorded in Deed Book 576, page 292, aforesaid records (only affects Tract One). [THIS ITEM ESTABLISHES THE RIGHT-OF-WAY OF GA HWY. 54].
5. Short Form of Ground Lease Agreement between The City of Peachtree City, Georgia, a municipal corporation, and Pactel Cellular Inc. of Georgia, a Nevada corporation, dated February 27, 1992, recorded in Deed Book 705, page 55, aforesaid records; as affected by Affidavit in Respect of Real Property deposited by Rosemarie McConnell, dated June 16, 1992, recorded in Deed Book 729, page 3, aforesaid records (only affects Tracts One and Two). [APPROXIMATE LOCATION OF LEASE AREA & EASEMENTS PLOTTED HEREON].
6. Parking and Easement Agreement between The Equitable Life Assurance Society of the United States and The City of Peachtree City, Georgia, dated December 11, 1992, recorded in Deed Book 782, page 505, aforesaid records (only affects Tracts One and Two). [THIS ITEM IS PLOTTED HEREON].
7. Option to Lease between The City of Peachtree City, Georgia, a municipal corporation, and Georgia Power Company, a Georgia corporation, dated September 15, 1994, recorded in Deed Book 942, page 66, aforesaid records; as amended by Agreement between The City of Peachtree City, Georgia and Georgia Power Company, dated November 17, 1994, recorded in Deed Book 974, page 3, aforesaid records; as amended by First Amendment to Option between Georgia Power Company, and The City of Peachtree City, Georgia, dated December 1, 1994, recorded in Deed Book 974, page 9, aforesaid records; as amended by Second Amendment to Option between Georgia Power Company and The City of Peachtree City, Georgia, dated January 31, 1995, recorded in Deed Book 974, page 13, aforesaid records; as amended by Agreement between The City of Peachtree City, Georgia and Georgia Power Company, dated March 31, 1995, recorded in Deed Book 989, page 457, aforesaid records (only affects Tracts One and Two). [THE EXHIBITS WHICH DEPICT THE LEASE AREA ARE NOT LEGIBLE].
8. Memorandum of Radio Tower and Land Lease Agreement between The City of Peachtree City, Georgia, a municipal corporation, and Georgia Power Company, a Georgia corporation, dated January 19, 1996, recorded in Deed Book 1040, page 22, aforesaid records (only affects Tracts One and Two). [EXHIBIT A-1 IS NOT LEGIBLE].
9. Memorandum of Lease between The City of Peachtree City, Georgia and Powertel/Atlanta, Inc., dated May 13, 1998, recorded in Deed Book 1377, page 431, aforesaid records (only affects Tracts One and Two). [LEGAL DESCRIPTION IN THIS DOCUMENT PUTS THIS LEASE AREA SOUTH OF THE SUBJECT PROPERTY].
10. Terms and conditions of the Master Lease and Option Agreement between Georgia Municipal Association, Inc., a Georgia corporation, and Peachtree City, a municipal corporation, dated December 27, 2001, as evidenced by Short Form Lease dated December 27, 2001, recorded in Deed Book 1775, page 110, aforesaid records (only affects Tract One). [THIS ITEM DOES NOT AFFECT THE SUBJECT PROPERTY].
11. Commercial Deed Restrictions set forth in Limited Warranty Deed from Peachtree City Holdings, L.L.C., a Georgia limited liability company, to The Development Authority of Peachtree City, dated October 1, 2001, recorded in Deed Book 1724, page 343, aforesaid records, and in Limited Warranty Deed from The Development Authority of Peachtree City, to The City of Peachtree City, dated October 9, 2003, recorded in Deed Book 2421, page 241, aforesaid records (only affects Tracts Three and Four). [THIS ITEM DOES NOT AFFECT THE SUBJECT PROPERTY].
12. Deed of Easement between the Georgia Municipal Association, Inc., a Georgia non-profit corporation, to Newnan Utilities, a public corporation: (i) dated September 22, 2006, and attached as Exhibit A to that certain Certificate and Request for Easement by Peachtree City, dated September 22, 2006, recorded in Deed Book 3125, page 730, aforesaid records; and (ii) dated September 21, 2006, and attached as Exhibit A to that certain Certificate and Request for Easement by Peachtree City, dated September 22, 2006, recorded in Deed Book 3150, page 709, aforesaid records (only affects Tract One). [THIS ITEM IS PLOTTED HEREON].
13. Deed to Secure Debt from Georgia Municipal Association, Inc. to First Union National Bank, dated December 27, 2001, recorded in Deed Book 1775, page 114, aforesaid records; as affected by Subordination, Non-Disturbance and Attornment Agreement among First Union National Bank, Peachtree City, a municipal corporation, and Georgia Municipal Association, Inc., a Georgia non-profit corporation, dated December 27, 2001, recorded in Deed Book 1879, page 284, aforesaid records (only affects Tract One). [TRACT 2 DESCRIBED IN DB1775 PG114 AND DB1879 PG 284, DESCRIBE PARCEL 0732 024, WHICH AFFECTS THE EXISTING EASEMENT, BUT IT DOES NOT AFFECT THE PROPOSED LEASE AREA.].
14. Absolute Assignment Agreement between Georgia Municipal Association, Inc., a Georgia non-profit corporation, and First Union National Bank, dated December 27, 2001, recorded in Deed Book 1775, page 114, aforesaid records (only affects Tract One). [THIS ITEM DOES NOT AFFECT THE SUBJECT PROPERTY].

SUBJECT PROPERTY

OWNER: PEACHTREE CITY

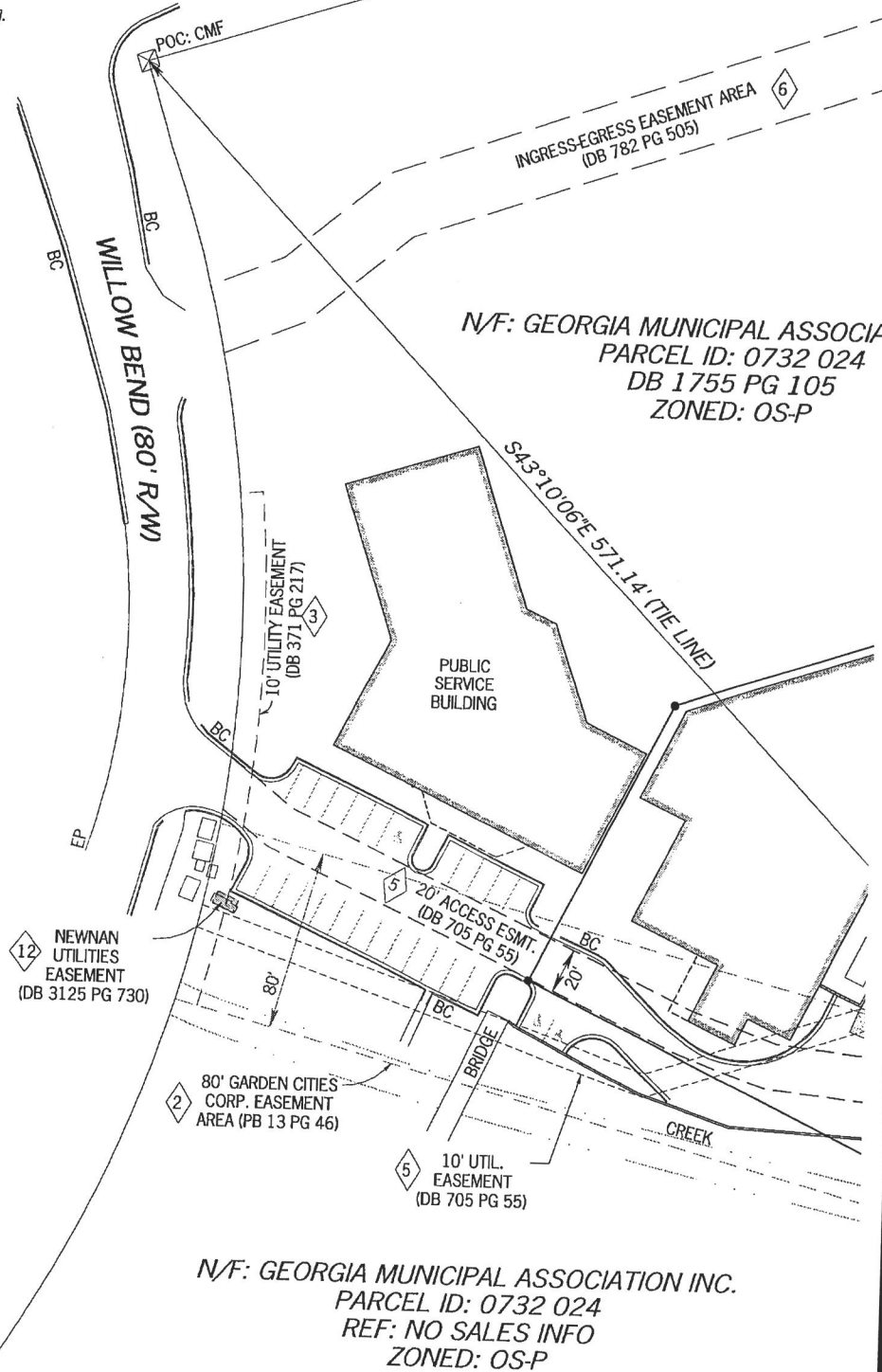
SITE ADDRESS: 151 WILLOW BEND ROAD
PEACHTREE CITY, GEORGIA 30269

PARCEL ID: 0732 074

ZONED: OS-P (OPEN SPACE PUBLIC)

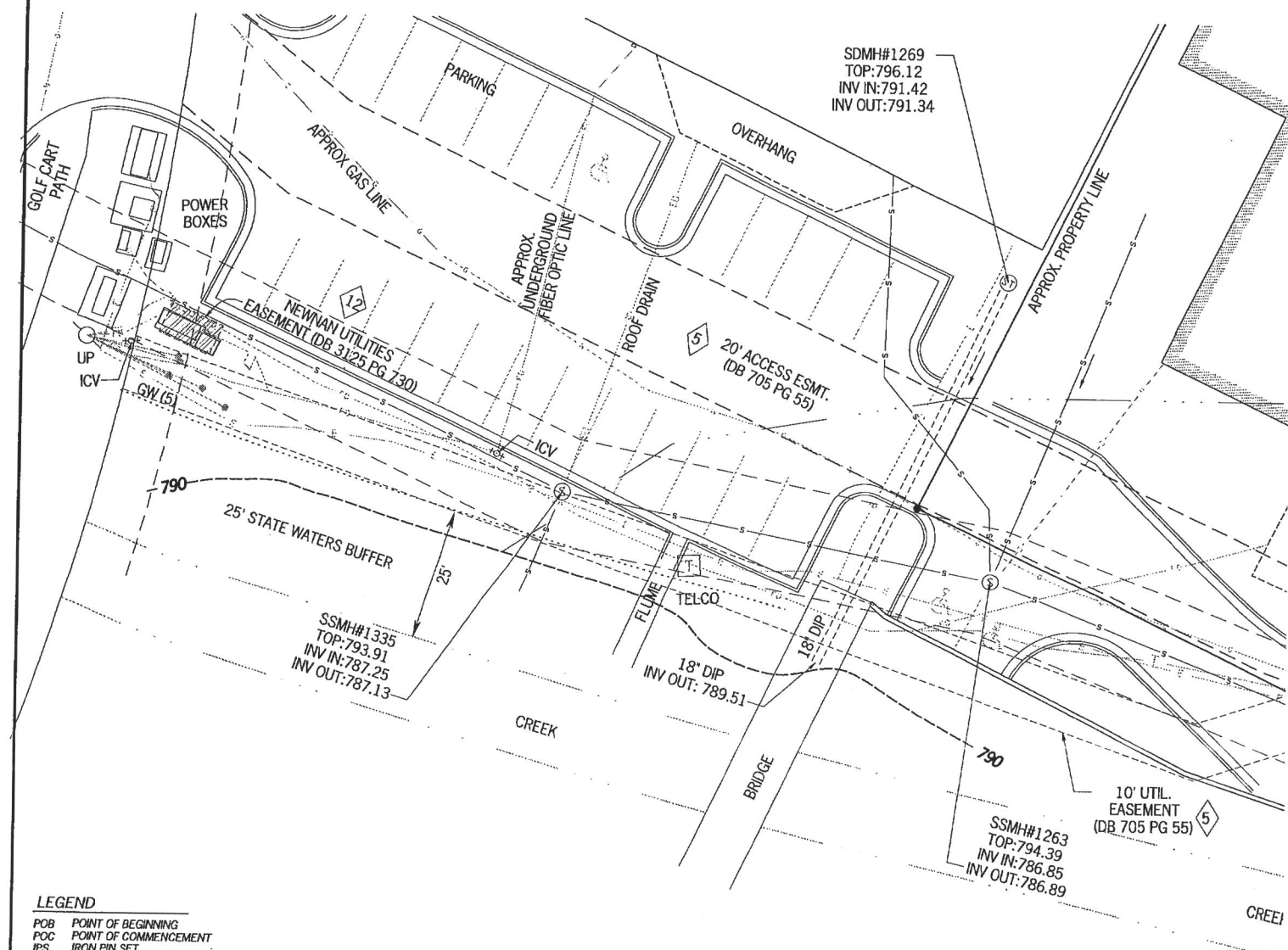
REFERENCE: DEED BOOK 1775 PAGE 105

GEORGIA STATE HIGHWAY 54
(R/W VARIES)



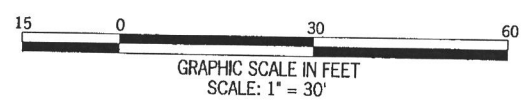
N/F: GEORGIA MUNICIPAL ASSOCIATION INC.
PARCEL ID: 0732 024
REF: NO SALES INFO
ZONED: OS-P





LEGEND

- POB POINT OF BEGINNING
- POC POINT OF COMMENCEMENT
- IPS IRON PIN SET
- IPF IRON PIN FOUND
- CMF CONCRETE MONUMENT FOUND
- UP UTILITY POLE
- LP LIGHT POLE
- FP FLAG POLE
- SSMH SANITARY SEWER MANHOLE
- SDMH STORM DRAIN MANHOLE
- INV INVERT
- FH FIRE HYDRANT
- EP EDGE OF PAVEMENT
- TC TOP OF CURB
- BC BACK OF CURB
- TW TOP OF WALL
- BW BOTTOM OF WALL
- OU OVERHEAD UTILITY
- UE UNDERGROUND UTILITY
- CMP CORRUGATED METAL PIPE
- RCP REINFORCED CONCRETE PIPE
- PVC POLYVINYL CHLORIDE PIPE
- GW GUY WIRE ANCHOR
- TR TRANSFORMER
- JB JUNCTION BOX
- SWCB SINGLE WING CATCH BASIN
- DWCB DOUBLE WING CATCH BASIN
- CLF CHAIN LINK FENCE
- WV WATER VALVE
- WM WATER METER
- CO SEWER CLEAN-OUT
- GV GAS VALVE
- N/F NOW OR FORMERLY
- IB ICE BRIDGE
- IBP ICE BRIDGE POLE



PROPOSED LAND

(SEE SHEET 3 OF 3 FOR DETAIL VIEW)

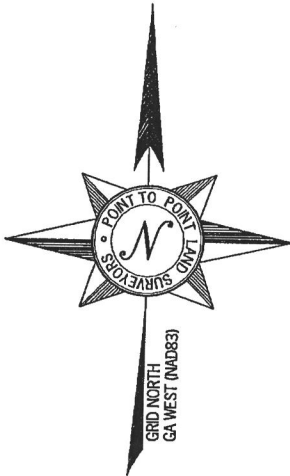
ALL THAT TRACT OR PARCEL OF LAND DESCRIBED AS FOLLOWS:

TO FIND THE POINT OF BEGINNING, (HIGHWAY 54 (HAVING A VARIABLE WIDTH) LEAVING SAID INTERSECTION AND RICHMOND HIGHWAY (HAVING A VARIABLE WIDTH) AT A POINT HAVING A COORDINATE VALUE OF N=1237041 THENCE, NORTH 81°44'58" EAST, 123.7041 FEET TO THE POINT OF BEGINNING.

SAID TRACT CONTAINS 0.003 ACRES

LINE TABLE

LINE	BEARING	DISTANCE
L1	N08°15'02"W	11.00'
L2	N81°44'58"E	12.00'
L3	S08°15'02"E	11.00'
L4	S81°44'58"W	12.00'



LIBRARY

801.97

803.91

802.09

DR
4" H

DUCTS

WALL

FENCE

797.40

GM

VENT

BUILDING

DI#1159
TOP:797.01
INV OUT:792.21

AC

HFRAME

AC

CP

IBP (TYP)

CP

IB

CABINET

ELEC. BOX

CABINET

LP

LP

LP

LP

LP

LP

LP

LP

LP

DI#1522
TOP:793.69
INV IN:789.99
INV OUT:789.89

5 LEASE AREA
(DB 705 PG 55)

TRACT 2
PER DB 1775 PG 114

13

793.73

GATE

BC

FENCE

LP

LP

LP

LP

LP

LP

LP

LP

10' UTIL.
EASEMENT
(DB 705 PG 55)

100'

100'

DUMPSTER
PAD

793.36

PARKING

FENCE

FENCE

FENCE

FENCE

FENCE

FENCE

FENCE

FENCE



GRAPHIC SCALE IN FEET
SCALE: 1" = 10'

TOWER LEASE AGREEMENT

This Agreement, made this ____ day of _____, 20____, between **THE CITY OF PEACHTREE CITY**, a municipal corporation, with its principal offices located at 151 Willow Bend Road, Peachtree City, Georgia 30269, hereinafter designated LESSOR and **VERIZON WIRELESS (VAW) LLC**, a Delaware limited liability company, 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

For and in consideration of the sum of \$10.00 cash in hand paid, the covenants and obligations contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto hereby agree as follows:

1. **PREMISES.** LESSOR hereby leases and demises to the LESSEE and LESSEE hereby leases and accepts from LESSOR a portion of that certain space ("the Tower Space") on the LESSOR's tower, hereinafter referred to as the "Tower", located at or near 151 Willow Bend Road, Peachtree City, Fayette County, Georgia, as shown on the Tax Map of the County of Fayette as a portion of Tax Parcel Nos. 0732 074 and 0732 075 and being further described in Deed Book 1775 at Page 105 as recorded in the Office of Clerk of Superior Court of Fayette County (the entirety of LESSOR's property is referred to hereinafter as the "Property"), together with a 11' x 12' parcel of land containing approximately 132 square feet (the "Land Space") sufficient for the installation of LESSEE's equipment building; together with sufficient space around the perimeter of the Land Space for an ice bridge, grounding rings, HVAC units and stoops; 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 or along a twenty (20) foot wide easement extending from the nearest public right-of-way, Willow Bend Road, over that certain parcel owned by Georgia Municipal Association, Inc. in which LESSOR holds a leasehold interest to the Property; together with the non-exclusive easement (the "Utility Easement") for the installation and maintenance of utility wires, poles, cables, fiber, conduits, and pipes over, under, or along a ten (10) foot wide easement extending from the nearest public right-of-way, Willow Bend Road, over that certain parcel owned by Georgia Municipal Association, Inc. in which LESSOR holds a leasehold interest to the Property; and together with such further easements of way (the "Further Easements") over and through the Property from the Access Easement to the Land Space and/or Tower Space and between the Land Space and the Tower Space as necessary for ingress and egress and for the installation and maintenance of utility wires, poles, cables, conduits, and pipes. The Tower Space, Land Space, Access Easement, Utility Easement and Further Easements are substantially described and/or depicted on Exhibit "A", attached hereto and made a part hereof constitute the demised premises and are collectively referred to hereinafter as the "Premises".

In the event LESSEE, any fiber provider, and/or any public utility is unable to use the Access Easement, Utility Easement or Further Easements, LESSOR hereby agrees to grant an

additional easement to LESSEE, the fiber provider, and/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 and made a part hereof.

LESSEE reserves the right to replace the aforementioned equipment with similar and comparable equipment provided said replacement does not increase tower loading of said Tower.

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 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 Eighteen Thousand and 00/100 Dollars (\$18,000) to be paid in equal monthly installments on the first day of the month, in advance, 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 25 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 1st and 15th of the month, the Agreement shall commence on the 1st of that month and if the date installation commences falls between the 16th and 31st of the month, then the Agreement shall commence on the 1st 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.

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 25. 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. LESSOR shall, at all times during the Term, provide electrical service and telephone service access within the Premises. If permitted by the local utility company servicing the Premises, LESSEE shall furnish and install an electrical meter at the Premises for the measurement of electrical power used by LESSEE's installation. In the alternative, if permitted by the local utility company servicing the Premises, LESSEE shall furnish and install an electrical sub-meter at the Premises for the measurement of electrical power used by LESSEE's installation. In the event such sub-meter is installed, the LESSEE shall pay the utility directly for its power consumption, if billed by the utility, and if not billed by the utility, then the LESSEE shall pay the LESSOR thirty (30) days after receipt of an invoice from LESSOR indicating the usage amount based upon LESSOR's reading of the sub-meter. All invoices for power consumption shall be sent by LESSOR to LESSEE at Verizon Wireless, M/S 3846, P.O. Box 2375, Spokane, WA 99210-2375. LESSEE shall be permitted at any time during the Term, to install, maintain and/or provide access to and use of, as necessary (during any power interruption at the Premises), a temporary power source, and all related equipment and appurtenances within the Premises, or elsewhere on the Property in such locations as reasonably approved by LESSOR. LESSEE shall have the right to install conduits connecting the temporary power source and related appurtenances to the Premises.

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. EXTENSION RENTALS. 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 102% of the annual rental paid immediately preceding such anniversary.

6. ADDITIONAL EXTENSIONS. If at the end of the fourth (4th) five (5) year extension term this Agreement has not been terminated by either Party by giving to the other written notice of an intention to terminate it at least three (3) months prior to the end of such term, this Agreement shall continue in force upon the same covenants, terms and conditions for a further term of five (5) years and for five (5) year terms thereafter until terminated by either Party by giving to the other written notice of its intention to so terminate at least three (3) months prior to the end of such term. Annual rental for each such additional five (5) year term shall be equal to the annual rental payable with respect to the immediately preceding five (5) year term. The initial term and all extensions shall be collectively referred to herein as the "Term".

7. TAXES. LESSEE shall have the responsibility to pay any personal property, real estate taxes, assessments, or charges owed on the Property which LESSOR demonstrates is the result of LESSEE's use of the Premises and/or the installation, maintenance, and operation of the LESSEE's improvements, and any sales tax imposed on the rent (except to the extent that LESSEE is or may become exempt from the payment of sales tax in the jurisdiction in which the Property is located), including any increase in real estate taxes at the Property which LESSOR demonstrates arises from the LESSEE's improvements and/or LESSEE's use of the Premises. LESSOR and LESSEE shall each be responsible for the payment of any taxes, levies, assessments and other charges imposed including franchise and similar taxes imposed upon the business conducted by LESSOR or LESSEE at the Property. Notwithstanding the foregoing, LESSEE shall not have the obligation to pay any tax, assessment, or charge that LESSEE is disputing in good faith in appropriate proceedings prior to a final determination that such tax is properly assessed provided that no lien attaches to the Property. Nothing in this Paragraph shall be construed as making LESSEE liable for any portion of LESSOR's income taxes in connection with any Property or otherwise. Except as set forth in this Paragraph, LESSOR shall have the responsibility to pay any personal property, real estate taxes, assessments, or charges owed on the Property and shall do so prior to the imposition of any lien on the Property.

LESSEE shall have the right, at its sole option and at its sole cost and expense, to appeal, challenge or seek modification of any tax assessment or billing for which LESSEE is wholly or partly responsible for payment. LESSOR shall reasonably cooperate with LESSEE at LESSEE's expense in filing, prosecuting and perfecting any appeal or challenge to taxes as set forth in the preceding sentence, including but not limited to, executing any consent, appeal or other similar document. In the event that as a result of any appeal or challenge by LESSEE, there is a reduction, credit or repayment received by the LESSOR for any taxes previously paid by LESSEE, LESSOR agrees to promptly reimburse to LESSEE the amount of said reduction, credit or repayment. In the event that LESSEE does not have the standing rights to pursue a good faith and reasonable dispute of any taxes under this paragraph, LESSOR will pursue such dispute at LESSEE's sole cost and expense upon written request of LESSEE.

8. USE; GOVERNMENTAL APPROVALS. LESSEE shall use the Premises for the purpose of constructing, maintaining, repairing and operating a communications facility and uses incidental thereto. 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, repair, add or otherwise modify its utilities, equipment, antennas and/or conduits or any portion thereof and the frequencies over which the equipment operates, whether the equipment, antennas, conduits or frequencies are specified or not on any exhibit attached hereto, 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.

9. INDEMNIFICATION. Subject to Paragraph 10 below, and to the extent permitted by Georgia law, each Party shall indemnify and hold the other 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.

10. INSURANCE.

a. Notwithstanding the indemnity in Paragraph 9 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 will maintain at its own cost;
 - i. Commercial General Liability insurance with limits not less than \$1,000,000 for injury to or death of one or more persons in any one occurrence and \$500,000 for damage or destruction to property in any one occurrence
 - ii. Commercial Auto Liability insurance on all owned, non-owned and hired automobiles with a minimum combined limit of not less than one million (\$1,000,000) per occurrence
 - iii. Workers Compensation insurance providing the statutory benefits and not less than one million (\$1,000,000) of Employers Liability coverage.

LESSEE will include the LESSOR as an additional insured on the Commercial General Liability and Auto Liability policies.

c. LESSOR will maintain at its own cost commercial general liability insurance with limits not less than \$1,000,000 for injury to or death of one or more persons in any one occurrence and \$500,000 for damage or destruction to property in any one occurrence. LESSOR will include the LESSEE as an additional insured.

d. In addition, LESSOR shall obtain and keep in force during the Term a policy or policies insuring against loss or damage to the Building with a commercially reasonable valuation, as the same shall exist from time to time without a coinsurance feature. LESSOR's policy or policies shall insure against all risks of direct physical loss or damage (except the perils of flood and earthquake unless required by a lender or included in the base premium), including coverage for any additional costs resulting from debris removal and reasonable amounts of coverage for the enforcement of any ordinance or law regulating the reconstruction or replacement of any undamaged sections of the Building required to be demolished or removed by reason of the enforcement of any building, zoning, safety or land use laws as the result of a covered loss, but not including plate glass insurance.

11. LIMITATION OF LIABILITY. Except for indemnification pursuant to Paragraphs 9 and 31, and to the extent permitted by Georgia law, 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.

12. 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 notice is given to LESSOR.

13. 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.

14. TOWER COMPLIANCE. LESSOR covenants that it will keep the Tower in good repair as required by all Laws (as defined in Paragraph 35 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. If LESSOR fails to make such repairs including maintenance LESSEE may make the repairs and the costs thereof shall be payable to LESSEE by LESSOR on demand, together with interest thereon from the date of payment at the greater of (i) ten percent (10%) per annum, or (ii) the highest rate permitted by applicable Laws. If LESSOR does not make payment to LESSEE within ten (10) days after such demand, LESSEE shall have the right to deduct the costs of the repairs from the succeeding monthly rental amounts normally due from LESSEE to LESSOR.

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.

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. 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;
- b. LESSOR pays all costs incurred by LESSEE for relocating LESSEE's equipment to the Temporary Relocation and improving the Temporary Relocation so that it is fully compatible for the LESSEE's use, in LESSEE's reasonable determination;
- c. LESSOR gives LESSEE at least ninety (90) days written notice prior to requiring LESSEE to relocate;
- d. 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; and

- e. 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 with all costs for the same being paid by LESSOR.

15. INTERFERENCE. LESSEE agrees to install equipment of the type and frequency which will 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 in writing of such interference, LESSEE will take all commercially reasonable steps necessary to correct and eliminate the interference, 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.

16. 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.

17. HOLDOVER. LESSEE has no right to retain possession of the Premises or any part thereof beyond the expiration of that removal period set forth in Paragraph 16 herein, unless the Parties are negotiating a new lease or lease extension in good faith. In the event that the Parties are not in the process of negotiating a new lease or lease extension in good faith, and LESSEE holds over in violation of Paragraph 16 and this Paragraph 17, then the rent then in effect payable from and after the time of the expiration or earlier removal period set forth in Paragraph 16 shall be equal to the rent applicable during the month immediately preceding such expiration or earlier termination.

18. INTENTIONALLY DELETED.

19. 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.

20. 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.

21. 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 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.

22. 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 acknowledgment 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.

23. 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.

24. 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.

25. 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: The City of Peachtree City
 151 Willow Bend Road
 Peachtree City, Georgia 30269

LESSEE: Verizon Wireless (VAW) LLC
 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.

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

27. 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 Easement; 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 the 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.

28. 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.

29. 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.

30. REMEDIES. Upon a default, the non-defaulting Party may at its option (but without obligation to do so), perform the defaulting Party's duty or obligation on the defaulting Party's behalf, including but not limited to the obtaining of reasonably required insurance policies. The costs and expenses of any such performance by the non-defaulting Party shall be due and payable by the defaulting Party upon invoice therefor. 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. If LESSEE so performs any of LESSOR's obligations hereunder, the full amount of the reasonable and actual cost and expense incurred by LESSEE shall immediately be owing by LESSOR to LESSEE, and LESSOR shall pay to LESSEE upon demand the full undisputed amount thereof with interest thereon from the date of payment at the greater of (i) ten percent (10%) per annum, or (ii) the highest rate permitted by applicable Laws. Notwithstanding the foregoing, if LESSOR does not pay LESSEE the full undisputed amount within thirty (30) days of its receipt of an invoice setting forth the amount due from LESSOR, LESSEE may offset the full undisputed amount, including all accrued interest, due against all fees due and owing to LESSOR until the full undisputed amount, including all accrued interest, is fully reimbursed to LESSEE.

31. ENVIRONMENTAL.

a. 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.

b. To the extent permitted by Georgia law, LESSOR shall hold LESSEE harmless and indemnify LESSEE from and assume all duties, responsibility and liability at LESSOR's sole cost and expense, for all duties, responsibilities, and liability (for payment of penalties, sanctions, forfeitures, losses, costs, or damages) and for responding to any action, notice, claim, order, summons, citation, directive, litigation, investigation or proceeding which is

in any way related to: (i) failure to comply with any environmental or industrial hygiene law, including without limitation 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 concerns or conditions as may now or at any time hereafter be in effect, unless such non-compliance results from conditions caused by LESSEE; and (ii) any environmental or industrial hygiene conditions arising out of or in any way related to the condition of the Tower or Property or activities conducted thereon, unless such environmental conditions are caused by LESSEE.

32. 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.

33. 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.

34. 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.

35. 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 in the Premises.

36. 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.

37. 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.

38. PRIME LEASE. The LESSOR and LESSEE acknowledge that the LESSOR's rights in and to a portion of the Property, specifically, Tax Parcel No. 0732 024, derive from a certain Master Lease and Option Agreement, memorialized by that certain Short Form Lease dated December 27, 2001 and recorded in Deed Book 1775, Page 110, Fayette County, Georgia records, between LESSOR and Georgia Municipal Association, Inc. (the "Fee Owner"), hereinafter referred to as the "Prime Lease." The LESSOR shall not terminate the Prime Lease prior to the expiration of its term without the express written consent of the LESSEE. In the event LESSOR receives any notice of failure to pay or failure to perform any covenant, agreement or obligation under the Prime Lease, LESSOR shall notify LESSEE of such notice as soon as the notice is received by LESSOR pursuant to the terms of the Prime Lease and LESSEE may take any such actions to cure any such failure under the Prime Lease. LESSEE shall be under no obligation to take such action but may do so solely at its own discretion. In the event LESSEE pays any amount or performs any obligations on behalf of LESSOR pursuant to the terms of the Prime Lease, LESSEE may deduct such amounts paid or the reasonable value of the performance from the amount that would otherwise be due from LESSEE to LESSOR pursuant to 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.

Witness	LESSOR: THE CITY OF PEACHTREE CITY BY: _____ Print name: _____ Its: _____ Date: _____ [SEAL]
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Witness	LESSEE: VERIZON WIRELESS (VAW) LLC, D/B/A VERIZON WIRELESS BY: _____ Aparna Khurjekar Area Vice President Network DATE: _____

EXHIBIT "A"

LEGAL DESCRIPTION OF PREMISES

LAND SPACE

All that tract or parcel of land lying and being in Land Lot 127, 7th District, Peachtree City, Fayette County, Georgia, and being more particularly described as follows:

To find the point of beginning, commence at a concrete monument found at the intersection of the southerly right-of-way line of Georgia State Highway 54 (having a variable width right-of-way and the easterly right-of-way line of Willow Bend Road (having an 80-foot right-of-way); thence leaving said intersection and running along a tie line, South 43°10'06" East, 571.14 feet to a point having a Georgia (West Zone) state plane coordinate value of N=1237041.70, E=2170376.19 and being the true POINT OF BEGINNING; Thence running, North 08°15'02" West, 11.00 feet to a point; Thence, North 81°44'58" East, 12.00 feet to a point; Thence, South 08°15'02" East, 11.00 feet to a point; Thence, South 81°44'58" West, 12.00 feet to a point and the POINT OF BEGINNING.

Said tract contains 0.003 acres (132 square feet) more or less, as shown in a survey prepared for Verizon Wireless, LLC by POINT TO POINT LAND SURVEYORS, INC. dated June 23, 2015, and last revised July 16, 2015.

ACCESS EASEMENT

All that tract or parcel of land lying and being in Land Lot 127, 7th District, City of Peachtree City, Fayette County, Georgia, being a 20-foot wide strip of land, the centerline of which being more particularly described as follows:

To find the point of beginning, commence at an iron pin set at the intersection of the southerly right-of-way line of State Route 54 (having a right-of-way of varying widths and at this point the centerline of which being located 65.00 feet from said southerly right-of-way line) and the westerly right-of-way line of Willow Bend Road (having a right-of-way width of 80 feet); thence leave said southerly right-of-way line of State Route 54 and run along the westerly right-of-way line of Willow Bend Road the following courses and distances: South 17 degrees 05 minutes 30 seconds East a distance of 40.00 feet to a point; South 17 degrees 42 minutes 01 second East a distance of 55.85 feet to a point; South 14 degrees 01 minute 05 seconds East a distance of 57.92 feet to a point; South 10 degrees 44 minutes 11 seconds East a distance of 42.45 feet to a point; along an arc of a curve to the right an arc distance of 133.09 feet to a point which is located on the centerline of a 20-foot wide access easement and marks the POINT OF BEGINNING, said arc having a radius of 393.26 feet and being subtended by a chord bearing South 00 degrees 37 minutes 23 seconds West a chord distance of 132.45 feet; FROM THE POINT OF BEGINNING AS THUS ESTABLISHED, thence leave said westerly right-of-way line of Willow Bend Road and run along the centerline of said 20-foot wide access easement the following courses and distances: South 51 degrees 29 minutes 22 seconds East a distance of 25.75 feet to a point; South 64 degrees 41 minutes 17 seconds East a distance of 198.80 feet to a point; South 70 degrees 20 minutes 45 seconds East a distance of 42.00 feet to a point; South 84 degrees 06 minutes 11 seconds East a distance of 50.00 feet to a point; North 68 degrees 02 minutes 48 seconds East a distance of 55.00 feet to a point; North 08 degrees 39 minutes 32 seconds West a distance of 18.00 feet to a point which marks the termination of said 20-foot wide access easement; said tract being marked "  20' ACCESS ESMT. (DB 705 PG 55)" on that certain survey prepared for Verizon Wireless, LLC by POINT TO POINT LAND SURVEYORS, INC. dated June 23, 2015, and last revised July 16, 2015.

UTILITY EASEMENT

All that tract or parcel of and lying and being in Land Lot 127, 7th District, City of Peachtree City, Fayette County, Georgia being a 10-foot wide strip of land, the centerline of which being more particularly described as follows:

TO FIND THE POINT OF BEGINNING, commence at an iron pin set at the intersection of the southerly right-of-way line of State Route 54 (having a right-of-way of varying widths and at this point the centerline of which being located 65.00 feet from said southerly right-of-way line) and the westerly right-of-way line of Willow Bend Road (having a right-of-way width of 80 feet); thence leave said southerly right-of-way line of State Route 54 and run along said westerly right-of-way line of Willow Bend Road the following courses and distances: South 17 degrees 05 minutes 30 seconds East a distance of 40.00 feet to a point; South 17 degrees 42 minutes 01 second East a distance of 55.85 feet to a point; South 14 degrees 01 minute 05 seconds East a distance of 57.92 feet to a point; South 10 degrees 44 minutes 11 seconds East a distance of 42.45 feet to a point; along an arc of a curve to the right an arc distance of 133.09 feet to a point, said arc having a radius of 393.26 feet and being subtended by a chord bearing South 00 degrees 37 minutes 23 seconds West a chord distance of 132.45 feet; along an arc of a curve to the right an arc distance of 58.10 feet to a point which is located on the centerline of a 10-foot wide utility easement and marks the POINT OF BEGINNING, said arc having a radius of 393.26 feet and being subtended by a chord bearing South 14 degrees 33 minutes 01 second West a chord distance of 58.05 feet; FROM THE POINT OF BEGINNING AS THUS ESTABLISHED, thence leaving said westerly right-of-way line of Willow Bend Road and running along the centerline of said 10-foot wide utility easement the following courses and distances: South 70 degrees 51 minutes 16 seconds East a distance of 208.63 feet to a power pole; North 71 degrees 04 minutes 38 seconds East a distance of 140.19 feet to a point which marks the termination of said 10-foot wide utility easement; said tract being marked "  10' UTIL. EASEMENT (DB 705 PG 55)" on that certain survey prepared for Verizon Wireless, LLC by POINT TO POINT LAND SURVEYORS, INC. dated June 23, 2016, and last revised July 15, 2015.

TOWER SPACE

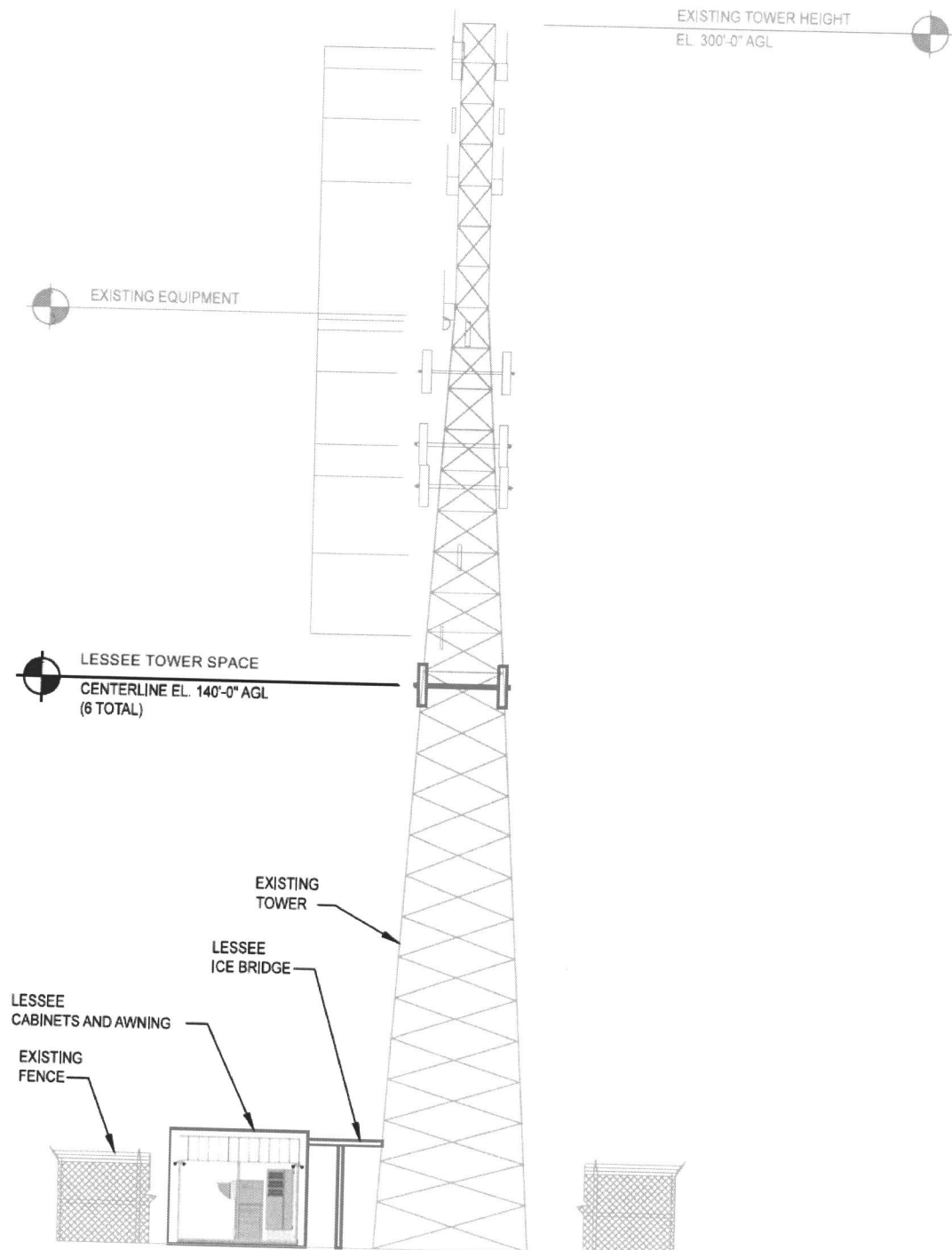


EXHIBIT "B"

EQUIPMENT

(6) Kathrein 80010866 antennas

(3) RRUS B 13

(3) RRUS A2 Module

(3) RRUS 32 PCS

(3) RRUS 32 AWS

(3) Hybrid Fiber Cables 1 5/8"

(3) Raycap RC3DC-3315-PF-48

Together with equipment and appurtenances within the Land Space and around the perimeter of the Land Space and LESSEE's ice bridge.

EXHIBIT "C"
MEMORANDUM OF TOWER LEASE

Upon Recording, Return to:
Alaina Shamp, Paralegal
Troutman Sanders LLP
600 Peachtree Street, NE
Suite 5200
Atlanta, Georgia 30308-2216

STATE OF GEORGIA)
COUNTY OF FAYETTE)

MEMORANDUM OF TOWER LEASE AGREEMENT

This Memorandum of Tower Lease Agreement (the "Memorandum") is made this _____ day of _____, 20__, between **THE CITY OF PEACHTREE CITY**, a municipal corporation, with a mailing address of 151 Willow Bend Drive, Peachtree City, Georgia 30269, hereinafter referred to as "LESSOR", and **VERIZON WIRELESS (VAW) LLC**, d/b/a Verizon Wireless, with its principal office located at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920-1097, hereinafter referred to as "LESSEE". LESSOR and LESSEE are at times collectively referred to hereinafter as the "Parties" or individually as the "Party".

1. LESSOR and LESSEE entered into a Tower Lease Agreement (the "Agreement") on _____, 20__ for an initial term of five (5) years, commencing on the Commencement Date. The Agreement shall automatically be extended for four (4) additional five (5) year terms unless the LESSEE terminates it at the end of the then current term by giving the LESSOR written notice of the intent to terminate at least six (6) months prior to the end of the then current term. If at the end of the fourth (4th) five (5) year extension term the Agreement has not been terminated by either Party by giving to the other written notice of an intention to terminate it at least six (6) months prior to the end of such term, this Agreement shall continue in force upon the same covenants, terms and conditions for a further term of five (5) years and for five (5) year terms thereafter until terminated by either Party by giving to the other written notice of its intention to so terminate at least three (3) months prior to the end of such term.
2. LESSOR hereby leases and demises to the LESSEE and LESSEE hereby leases and accepts from LESSOR a portion of that certain space ("the Tower Space") on the LESSOR's tower, hereinafter referred to as the "Tower", located at or near 151 Willow Bend Road, Peachtree City, Fayette County, Georgia, as shown on the Tax Map of the County of Fayette as a portion of Tax Parcel Nos. 0732 074 and 0732 075 and being further described in Deed Book 1775 at Page 105 as recorded in the Office of Clerk of Superior Court of Fayette County (the entirety of LESSOR's property is referred to hereinafter as the "Property"), together with a 11' x 12' parcel of land containing approximately 132 square feet (the "Land Space") sufficient for the installation of LESSEE's equipment building; ; together with sufficient space around the perimeter of the Land Space for an ice bridge, grounding rings, HVAC units and stoops; 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 or along a twenty (20) foot wide easement extending from the nearest public right-of-way, Willow Bend Road, over that certain parcel owned by Georgia Municipal Association, Inc. in which LESSOR holds a leasehold interest to the Property; together with the non-exclusive easement (the "Utility Easement") for the installation and maintenance of utility wires, poles, cables, fiber, conduits, and pipes over, under, or along a ten (10) foot wide easement extending from the nearest public right-of-way, Willow Bend Road, over that certain parcel owned by Georgia Municipal Association, Inc. in which LESSOR holds a leasehold interest to the Property; and together with such further easements of way (the "Further Easements") over and through the Property from the Access Easement to the Land Space and/or Tower Space and between the Land Space and the Tower Space as necessary for ingress and egress and for the installation and maintenance of utility wires, poles, cables, conduits, and pipes. The Tower Space, Land Space, Access Easement, Utility Easement and Further Easements constitute the demised

premises and are collectively referred to hereinafter 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, and/or any public utility is unable to use the Access Easement, Utility Easement or Further Easements, LESSOR hereby agrees to grant an additional easement to LESSEE, the fiber provider, and/or to the public utility at no cost to LESSEE.

3. The Commencement Date of the Agreement, of which this is a Memorandum, is defined in the Agreement.
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. LESSOR shall obtain not later than fifteen (15) days following the execution of this Agreement, a Non-Disturbance Agreement, as defined below, from its existing mortgagee(s), ground lessors and master lessors, if any, of the Property. 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 Easement; 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 the 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.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

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.

Signed, sealed and delivered in the presence of: _____ Witness _____ Notary Public My Commission Expires: _____ (NOTARIAL SEAL)	LESSOR: THE CITY OF PEACHTREE CITY BY: _____ PRINT NAME: _____ ITS: _____ [SEAL]
Signed, sealed and delivered in the presence of: _____ Witness _____ Notary Public My Commission Expires: _____ (NOTARIAL SEAL)	LESSEE: VERIZON WIRELESS (VAW) LLC, D/B/A VERIZON WIRELESS BY: _____ Aparna Khurjekar Area Vice President Network

EXHIBIT A TO MEMORANDUM

LAND SPACE

All that tract or parcel of land lying and being in Land Lot 127, 7th District, Peachtree City, Fayette County, Georgia, and being more particularly described as follows:

To find the point of beginning, commence at a concrete monument found at the intersection of the southerly right-of-way line of Georgia State Highway 54 (having a variable width right-of-way and the easterly right-of-way line of Willow Bend Road (having an 80-foot right-of-way); thence leaving said intersection and running along a tie line, South 43°10'06" East, 571.14 feet to a point having a Georgia (West Zone) state plane coordinate value of N=1237041.70, E=2170376.19 and being the true POINT OF BEGINNING; Thence running, North 08°15'02" West, 11.00 feet to a point; Thence, North 81°44'58" East, 12.00 feet to a point; Thence, South 08°15'02" East, 11.00 feet to a point; Thence, South 81°44'58" West, 12.00 feet to a point and the POINT OF BEGINNING.

Said tract contains 0.003 acres (132 square feet) more or less, as shown in a survey prepared for Verizon Wireless, LLC by POINT TO POINT LAND SURVEYORS, INC. dated June 23, 2015, and last revised July 16, 2015.

ACCESS EASEMENT

All that tract or parcel of land lying and being in Land Lot 127, 7th District, City of Peachtree City, Fayette County, Georgia, being a 20-foot wide strip of land, the centerline of which being more particularly described as follows:

To find the point of beginning, commence at an iron pin set at the intersection of the southerly right-of-way line of State Route 54 (having a right-of-way of varying widths and at this point the centerline of which being located 65.00 feet from said southerly right-of-way line) and the westerly right-of-way line of Willow Bend Road (having a right-of-way width of 80 feet); thence leave said southerly right-of-way line of State Route 54 and run along the westerly right-of-way line of Willow Bend Road the following courses and distances: South 17 degrees 05 minutes 30 seconds East a distance of 40.00 feet to a point; South 17 degrees 42 minutes 01 second East a distance of 55.85 feet to a point; South 14 degrees 01 minute 05 seconds East a distance of 57.92 feet to a point; South 10 degrees 44 minutes 11 seconds East a distance of 42.45 feet to a point; along an arc of a curve to the right an arc distance of 133.09 feet to a point which is located on the centerline of a 20-foot wide access easement and marks the POINT OF BEGINNING, said arc having a radius of 393.26 feet and being subtended by a chord bearing South 00 degrees 37 minutes 23 seconds West a chord distance of 132.45 feet; FROM THE POINT OF BEGINNING AS THUS ESTABLISHED, thence leave said westerly right-of-way line of Willow Bend Road and run along the centerline of said 20-foot wide access easement the following courses and distances: South 51 degrees 29 minutes 22 seconds East a distance of 25.75 feet to a point; South 64 degrees 41 minutes 17 seconds East a distance of 198.80 feet to a point; South 70 degrees 20 minutes 45 seconds East a distance of 42.00 feet to a point; South 84 degrees 06 minutes 11 seconds East a distance of 50.00 feet to a point; North 68 degrees 02 minutes 48 seconds East a distance of 55.00 feet to a point; North 08 degrees 39 minutes 32 seconds West a distance of 18.00 feet to a point which marks the termination of said 20-foot wide access easement; said tract being marked "⬡ 20' ACCESS ESMT. (DB 705 PG 55)" on that certain survey prepared for Verizon Wireless, LLC by POINT TO POINT LAND SURVEYORS, INC. dated June 23, 2015, and last revised July 16, 2015.

UTILITY EASEMENT

All that tract or parcel of and lying and being in Land Lot 127, 7th District, City of Peachtree City, Fayette County, Georgia being a 10-foot wide strip of land, the centerline of which being more particularly described as follows:

TO FIND THE POINT OF BEGINNING, commence at an iron pin set at the intersection of the southerly right-of-way line of State Route 54 (having a right-of-way of varying widths and at this point the centerline of which being located 65.00 feet from said southerly right-of-way line) and the westerly right-of-way line of Willow Bend Road (having a right-of-way width of 80 feet); thence leave said southerly right-of-way line of State Route 54 and run along said westerly right-of-way line of Willow Bend Road the following courses and distances: South 17 degrees 05 minutes 30 seconds East a distance of 40.00 feet to a point; South 17 degrees 42 minutes 01 second East a distance of 55.85 feet to a point; South 14 degrees 01 minute 05 seconds East a distance of 57.92 feet to a point; South 10 degrees 44 minutes 11 seconds East a distance of 42.45 feet to a point; along an arc of a curve to the right an arc distance of 133.09 feet to a point, said arc having a radius of 393.26 feet and being subtended by a chord bearing South 00 degrees 37 minutes 23 seconds West a chord distance of 132.45 feet; along an arc of a curve to the right an arc distance of 58.10 feet to a point which is located on the centerline of a 10-foot wide utility easement and marks the POINT OF BEGINNING, said arc having a radius of 393.26 feet and being subtended by a chord bearing South 14 degrees 33 minutes 01 second West a chord distance of 58.05 feet; FROM THE POINT OF BEGINNING AS THUS ESTABLISHED, thence leaving said westerly right-of-way line of Willow Bend Road and running along the centerline of said 10-foot wide utility easement the following courses and distances: South 70 degrees 51 minutes 16 seconds East a distance of 208.63 feet to a power pole; North 71 degrees 04 minutes 38 seconds East a distance of 140.19 feet to a point which marks the termination of said 10-foot wide utility easement; said tract being marked "  10' UTIL. EASEMENT (DB 705 PG 55)" on that certain survey prepared for Verizon Wireless, LLC by POINT TO POINT LAND SURVEYORS, INC. dated June 23, 2015, and last revised July 16, 2015.

EXHIBIT B TO MEMORANDUM
BOUNDARY SURVEY OF THE PREMISES

See attached

EXHIBIT “D”

SURVEY

See attached

TITLE EXCEPTIONS

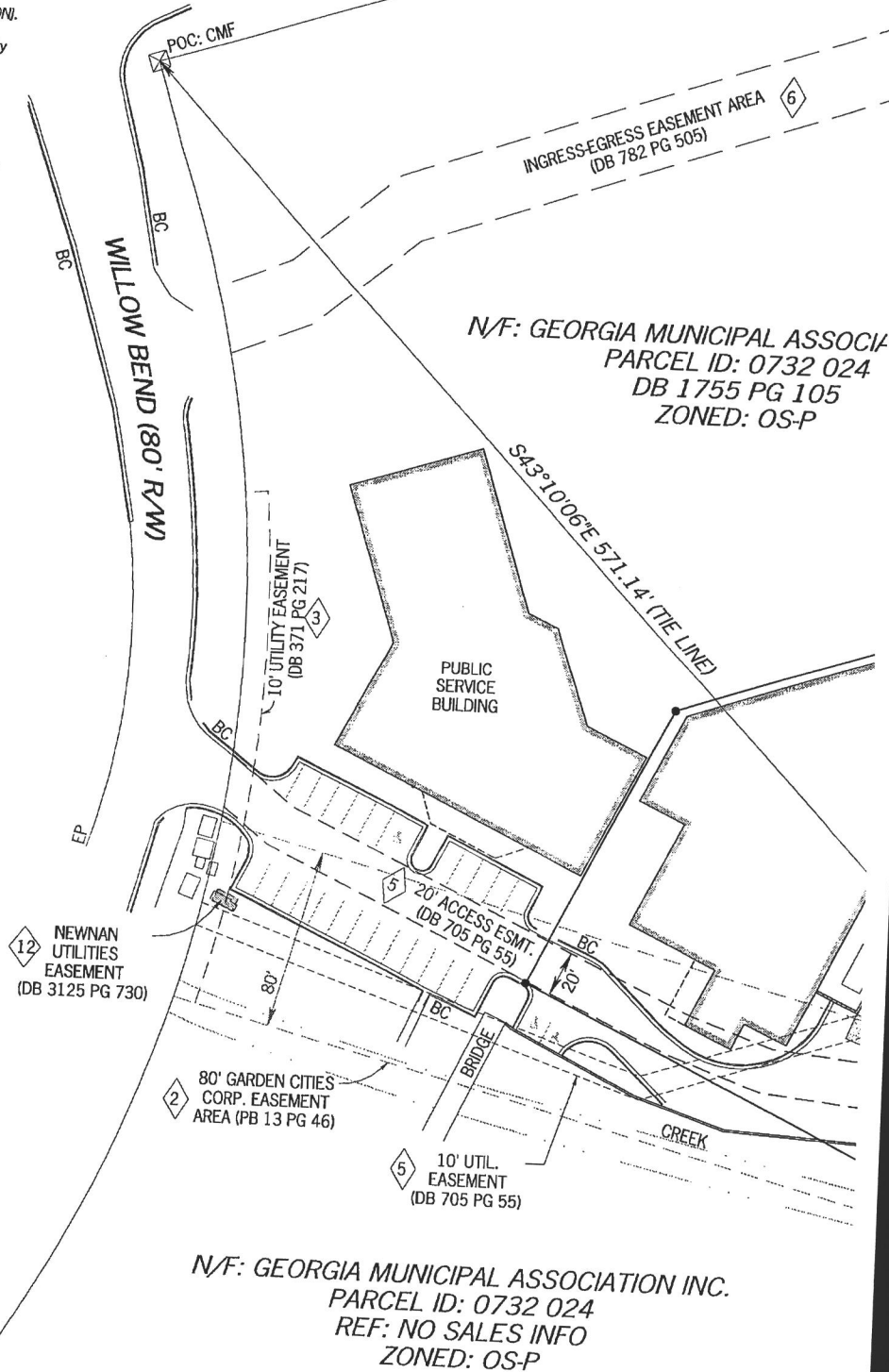
JAMES E. MCGUIRE LLC
FILE NO. 1114-1844 (TS FILE NO. 058037.114710)
EFFECTIVE DATE: APRIL 26, 2015

1. Reservation of perpetual, non-exclusive easements set forth in Quitclaim Deed from Equitable Life Assurance Society of the United States, a New York corporation, to The City of Peachtree City, Georgia, a municipal corporation, dated November 5, 1981, recorded in Deed Book 248, page 13, aforesaid records (only affects Tracts One and Two). [RESTRICTIONS REMOVED PER AGREEMENT RECORDED IN DEED BOOK 371 PAGE 217].
2. All matters disclosed by plat Prepared for City of Peachtree City, filed March 6, 1981, recorded in Plat Book 13, page 46, aforesaid records (only affects Tracts One and Two). [ITEMS AFFECTING THE SUBJECT PROPERTY ARE PLOTTED HEREON].
3. Easements reserved in Agreement between The Equitable Life Assurance Society of the United States, a New York corporation, and Peachtree City, a municipal corporation, dated January 10, 1986, recorded in Deed Book 371, page 217, Fayette County, Georgia Records (only affects Tracts One and Two). [THIS ITEM AFFECTS THE SUBJECT PROPERTY].
4. Conveyance of Access Rights set forth in Right of Way Deed from The City of Peachtree City, Georgia to Department of Transportation, dated October 20, 1989, recorded in Deed Book 576, page 292, aforesaid records (only affects Tract One). [THIS ITEM ESTABLISHES THE RIGHT-OF-WAY OF GA HWY. 54].
5. Short Form of Ground Lease Agreement between The City of Peachtree City, Georgia, a municipal corporation, and Pactiv Cellular Inc. of Georgia, a Nevada corporation, dated February 27, 1992, recorded in Deed Book 705, page 55, aforesaid records; as affected by Affidavit in Respect of Real Property deposited by Rosemarie McConnell, dated June 16, 1992, recorded in Deed Book 729, page 3, aforesaid records (only affects Tracts One and Two). [APPROXIMATE LOCATION OF LEASE AREA & EASEMENTS PLOTTED HEREON].
6. Parking and Easement Agreement between The Equitable Life Assurance Society of the United States and The City of Peachtree City, Georgia, dated December 11, 1992, recorded in Deed Book 782, page 505, aforesaid records (only affects Tracts One and Two). [THIS ITEM IS PLOTTED HEREON].
7. Option to Lease between The City of Peachtree City, Georgia, a municipal corporation, and Georgia Power Company, a Georgia corporation, dated September 15, 1994, recorded in Deed Book 942, page 66, aforesaid records; as amended by Agreement between The City of Peachtree City, Georgia and Georgia Power Company, dated November 17, 1994, recorded in Deed Book 974, page 3, aforesaid records; as amended by First Amendment to Option between Georgia Power Company, and The City of Peachtree City, Georgia, dated December 1, 1994, recorded in Deed Book 974, page 9, aforesaid records; as amended by Second Amendment to Option between Georgia Power Company and The City of Peachtree City, Georgia, dated January 31, 1995, recorded in Deed Book 974, page 13, aforesaid records; as amended by Agreement between The City of Peachtree City, Georgia and Georgia Power Company, dated March 31, 1995, recorded in Deed Book 989, page 457, aforesaid records (only affects Tracts One and Two). [THE EXHIBITS WHICH DEPICT THE LEASE AREA ARE NOT LEGIBLE].
8. Memorandum of Radio Tower and Land Lease Agreement between The City of Peachtree City, Georgia, a municipal corporation, and Georgia Power Company, a Georgia corporation, dated January 19, 1996, recorded in Deed Book 1040, page 22, aforesaid records (only affects Tracts One and Two). [EXHIBIT A-1 IS NOT LEGIBLE].
9. Memorandum of Lease between The City of Peachtree City, Georgia and Powertel/Atlanta, Inc., dated May 13, 1998, recorded in Deed Book 1377, page 431, aforesaid records (only affects Tracts One and Two). [LEGAL DESCRIPTION IN THIS DOCUMENT PUTS THIS LEASE AREA SOUTH OF THE SUBJECT PROPERTY].
10. Terms and conditions of the Master Lease and Option Agreement between Georgia Municipal Association, Inc., a Georgia corporation, and Peachtree City, a municipal corporation, dated December 27, 2001, as evidenced by Short Form Lease dated December 27, 2001, recorded in Deed Book 1775, page 110, aforesaid records (only affects Tract One). [THIS ITEM DOES NOT AFFECT THE SUBJECT PROPERTY].
11. Commercial Deed Restrictions set forth in Limited Warranty Deed from Peachtree City Holdings, L.L.C., a Georgia limited liability company, to The Development Authority of Peachtree City, dated October 1, 2001, recorded in Deed Book 1724, page 343, aforesaid records, and in Limited Warranty Deed from The Development Authority of Peachtree City, to The City of Peachtree City, dated October 9, 2003, recorded in Deed Book 2421, page 241, aforesaid records (only affects Tracts Three and Four). [THIS ITEM DOES NOT AFFECT THE SUBJECT PROPERTY].
12. Deed of Easement between the Georgia Municipal Association, Inc., a Georgia non-profit corporation, to Newnan Utilities, a public corporation: (i) dated September 22, 2006, and attached as Exhibit A to that certain Certificate and Request for Easement by Peachtree City, dated September 22, 2006, recorded in Deed Book 3125, page 730, aforesaid records; and (ii) dated September 21, 2006, and attached as Exhibit A to that certain Certificate and Request for Easement by Peachtree City, dated September 22, 2006, recorded in Deed Book 3150, page 709, aforesaid records (only affects Tract One). [THIS ITEM IS PLOTTED HEREON].
13. Deed to Secure Debt from Georgia Municipal Association, Inc. to First Union National Bank, dated December 27, 2001, recorded in Deed Book 1775, page 114, aforesaid records; as affected by Subordination, Non-Disturbance and Attornment Agreement among First Union National Bank, Peachtree City, a municipal corporation, and Georgia Municipal Association, Inc., a Georgia nonprofit corporation, dated December 27, 2001, recorded in Deed Book 1879, page 284, aforesaid records (only affects Tract One). [TRACT 2 DESCRIBED IN DB1775 PG114 AND DB1879 PG 284, DESCRIBE PARCEL 0732 024, WHICH AFFECTS THE EXISTING EASEMENT, BUT IT DOES NOT AFFECT THE PROPOSED LEASE AREA.].
14. Absolute Assignment Agreement between Georgia Municipal Association, Inc., a Georgia nonprofit corporation, and First Union National Bank, dated December 27, 2001, recorded in Deed Book 1775, page 114, aforesaid records (only affects Tract One). [THIS ITEM DOES NOT AFFECT THE SUBJECT PROPERTY].

SUBJECT PROPERTY

OWNER: PEACHTREE CITY
SITE ADDRESS: 151 WILLOW BEND ROAD
PEACHTREE CITY, GEORGIA 30269
PARCEL ID: 0732 074
ZONED: OS-P (OPEN SPACE PUBLIC)
REFERENCE: DEED BOOK 1775 PAGE 105

GEORGIA STATE HIGHWAY 54
(R/W VARIES)

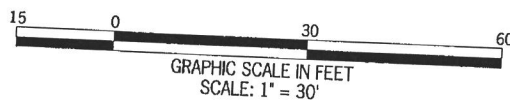


N/F: GEORGIA MUNICIPAL ASSOCIATION INC.
PARCEL ID: 0732 024
REF: NO SALES INFO
ZONED: OS-P

40 0 80
GRAPHIC SCALE IN FEET
SCALE: 1" = 80'

LEGEND

POB	POINT OF BEGINNING
POC	POINT OF COMMENCEMENT
IPS	IRON PIN SET
IPF	IRON PIN FOUND
CMF	CONCRETE MONUMENT FOUND
UP	UTILITY POLE
LP	LIGHT POLE
FP	FLAG POLE
SSMH	SANITARY SEWER MANHOLE
SDMH	STORM DRAIN MANHOLE
INV	INVERT
FH	FIRE HYDRANT
EP	EDGE OF PAVEMENT
TC	TOP OF CURB
BC	BACK OF CURB
TW	TOP OF WALL
BW	BOTTOM OF WALL
OU	OVERHEAD UTILITY
UE	UNDERGROUND UTILITY
CMP	CORRUGATED METAL PIPE
RCP	REINFORCED CONCRETE PIPE
PVC	POLYVINYL CHLORIDE PIPE
GW	GUY WIRE ANCHOR
TR	TRANSFORMER
JB	JUNCTION BOX
SWCB	SINGLE WING CATCH BASIN
DWCB	DOUBLE WING CATCH BASIN
CLF	CHAIN LINK FENCE
WV	WATER VALVE
WM	WATER METER
CO	SEWER CLEAN-OUT
GV	GAS VALVE
N/F	NOW OR FORMERLY
IB	ICE BRIDGE
IBP	ICE BRIDGE POLE



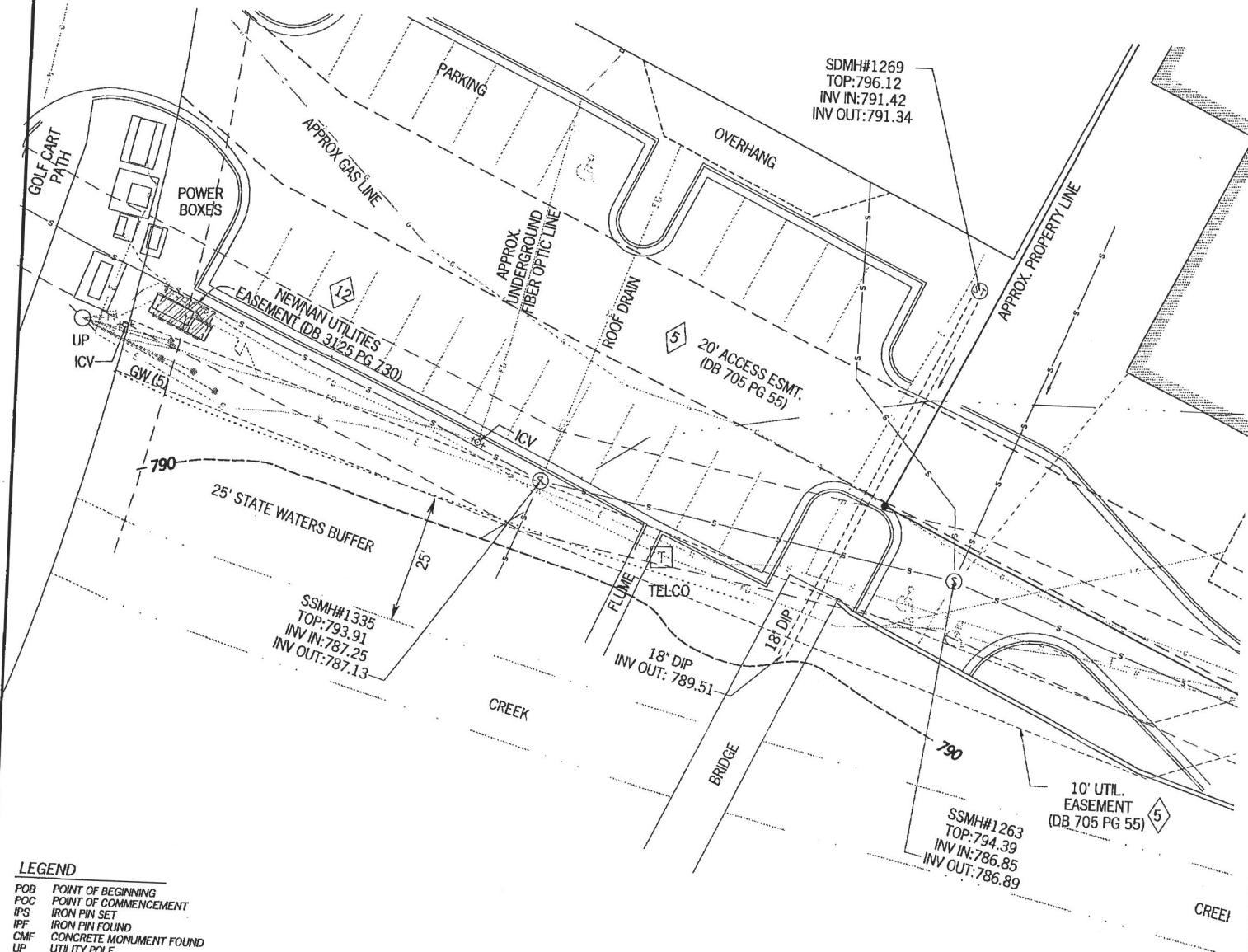
PROPOSED LAND

(SEE SHEET 3 OF 3 FOR DETAIL VIEW)

ALL THAT TRACT OR PARCEL OF LAND DESCRIBED AS FOLLOWS:

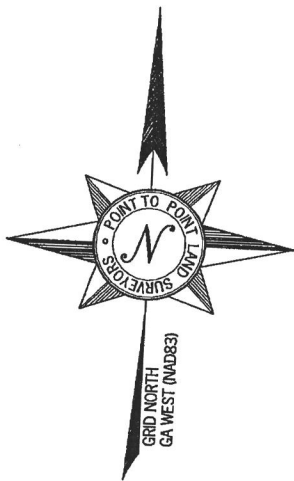
TO FIND THE POINT OF BEGINNING, (HIGHWAY 54 (HAVING A VARIABLE WIDTH) LEAVING SAID INTERSECTION AND RAILROAD LEAVING SAID INTERSECTION AND RAILROAD COORDINATE VALUE OF N=1237041 THENCE, NORTH 81°44'58" EAST, 1237041 FEET TO THE POINT OF BEGINNING.

SAID TRACT CONTAINS 0.003 ACRES



LINE TABLE

LINE	BEARING	DISTANCE
L1	N08°15'02"W	11.00'
L2	N81°44'58"E	12.00'
L3	S08°15'02"E	11.00'
L4	S81°44'58"W	12.00'



LIBRARY

DUCTS

DH#1159
TOP:797.01
INV OUT:792.21

BUILDING

DH#1522
TOP:793.69
INV IN:789.99
INV OUT:789.89

LEASE AREA
(DB 705 PG 55)

TRACT 2
PER DB 1775 PG 114

10' UTIL.
EASEMENT
(DB 705 PG 55)

DUMPSTER
PAD

PARKING

GRAPHIC SCALE IN FEET
SCALE: 1" = 10'

803.91

802.09

801.97

797.40

793.73

793.36

GM

VENT

CP

AC

AC

HFRAME

CP

IBP (TYP)

CP

CABINET

CABINET

ELEC. BOX

LP

LP

LP

LP

LP

LP

LP

LP

LP

LP

LP

LP

LP

LP

LP

LP