

1 A RESOLUTION APPROVING THE FIRST AMENDMENT TO GROUND LEASE
2 AGREEMENT BETWEEN FULTON COUNTY, GEORGIA (LANDLORD) AND CELLCO
3 PARTNERSHIP D/B/A VERIZON WIRELESS (TENANT) FOR THE LEASE OF REAL
4 PROPERTY LOCATED AT 266 RAWSON STREET, ATLANTA, GEORGIA;
5 AUTHORIZING THE CHAIRMAN TO EXECUTE THE FIRST AMENDMENT AND
6 RELATED DOCUMENTS; AUTHORIZING THE COUNTY ATTORNEY TO APPROVE
7 THE FIRST AMENDMENT AND RELATED DOCUMENTS AS TO FORM AND TO
8 MAKE MODIFICATIONS THERETO PRIOR TO EXECUTION; AND FOR OTHER
9 PURPOSES.

10 WHEREAS, Fulton County, Georgia ("Fulton County") is a political subdivision of
11 the State of Georgia, existing as such under and by the Constitution, statutes, and laws
12 of the State; and

13 WHEREAS, Fulton County and Cellco Partnership d/b/a Verizon Wireless
14 ("Tenant"), or its predecessor-in-interest, entered into that certain Ground Lease
15 Agreement ("Lease") dated January 23, 1990, pursuant to which Tenant leases a portion
16 of County-owned real property located at 266 Rawson Street, Atlanta, Georgia 30312
17 ("Property"); and

18 WHEREAS, Tenant has submitted a request to the Department of Real Estate and
19 Asset Management ("DREAM") confirming Tenant's intent to continue leasing the
20 Property from the County, and formalizing new lease terms; and

21 WHEREAS, DREAM and Tenant have negotiated mutually acceptable rental
22 terms for Tenant's continued lease and occupancy of the Property, including an increase
23 in Tenant's monthly rental payment to \$4,500.00, and thereafter subject to an annual 3%
24 increase; and

25 WHEREAS, the First Amendment includes an initial term of five (5) years with
26 automatic annual renewals, commencing on January 1, 2025 and concluding on
27 December 31, 2030, with an option for Tenant to extend the Lease for five (5) additional
28 five (5) year renewal terms; and

29 WHEREAS, Fulton County and Tenant desire to execute the First Amendment to
30 Ground Lease Agreement to formally extend the term of the Lease, to increase the rent
31 to be paid to Fulton County thereunder, to clarify the scope of Tenant's permitted use of
32 the Property, and to modify the termination notice section, among other changes; and

33 WHEREAS, pursuant to Fulton County Code ("FCC") § 1-117, the Fulton County
34 Board of Commissioners has exclusive jurisdiction and control over directing and
35 controlling all the property of Fulton County, as they may deem expedient, according to

1 law, and pursuant to FCC § 172-62, the leasing of County-owned property for
2 telecommunication towers is permitted upon approval by the Board of Commissioners
3 and pursuant to the provisions of FCC § 172-62.

4 **NOW, THEREFORE, BE IT RESOLVED**, that the Board of Commissioners hereby
5 approves the First Amendment to Ground Lease Agreement with Cellco Partnership d/b/a
6 Verizon Wireless ("Tenant") in substantially the form attached hereto as Exhibit A.

7 **BE IT FURTHER RESOLVED**, that the Chairman of the Board of Commissioners
8 is hereby authorized to execute the First Amendment between Fulton County and Tenant,
9 and any related documents.

10 **BE IT FURTHER RESOLVED**, that the County Attorney is hereby authorized to
11 approve the First Amendment and any related documents as to form, and to make such
12 modifications as are necessary to protect the County's interests prior to execution by the
13 Chairman.

14 **BE IT FURTHER RESOLVED**, that this Resolution shall become effective upon its
15 adoption, and that all resolutions and parts of resolutions in conflict with this Resolution
16 are hereby repealed to the extent of the conflict.

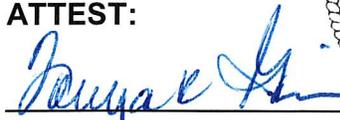
17
18 **PASSED AND ADOPTED** by the Board of Commissioners of Fulton County,
19 Georgia, this 21 day of January, 2026.

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22 BY:

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24 Robert L. Pitts, Chairman
25 Fulton County Board of Commissioners

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29
30 ATTEST:

31 
32 _____
33 Tonya R. Grier
34 Clerk to the Commission



1 **APPROVED AS TO FORM:**

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5



Y. Soo Jo
County Attorney

ITEM # 26-0021 SRM 01/21/24
SECOND REGULAR MEETING

EXHIBIT A

Form of First Amendment to Ground Lease Agreement

THE FIRST AMENDMENT TO GROUND LEASE AGREEMENT

This First Amendment to Ground Lease Agreement (this "**Amendment**") is made effective as of the date of last signature hereto (the "**Effective Date**") by and between **Fulton County, Georgia ("Landlord")** and **Cellco Partnership d/b/a Verizon Wireless ("Tenant")**, executed on its behalf by **American Tower Delaware Corporation**, a Delaware Corporation and/or its parents, affiliates and subsidiaries ("**American Tower**") (Landlord and Tenant being collectively referred to herein as the "**Parties**").

RECITALS

WHEREAS, Landlord owns the real property located as 266 Rawson St SW, Atlanta, Georgia 30312, as further described on **Exhibit A** attached hereto and incorporated by reference (the "**Parent Parcel**"); and

WHEREAS, Landlord (or its predecessor-in-interest) and Tenant (or its predecessor-in-interest) entered into that certain Ground Lease Agreement dated January 23, 1990 (as the same may have been modified, the "**Lease**", attached hereto as **Exhibit B** and incorporated by reference), pursuant to which Tenant leases a portion of the Parent Parcel and is the beneficiary of certain easements for access and public utilities, all as more particularly described in the Lease (such portion of the Parent Parcel so leased along with such portion of the Parent Parcel so affected, collectively, the "**Leased Premises**"), which Leased Premises are also described on **Exhibit A**; and

WHEREAS, Tenant and/or its parent, affiliates, subsidiaries and other parties identified therein, entered into a sublease agreement with American Tower, pursuant to which American Tower subleases, manages, operates and maintains, as applicable, the Leased Premises, all as more particularly described therein; and

WHEREAS, Tenant has granted American Tower a limited power of attorney (the "**POA**") to, among other things, prepare, negotiate, execute, deliver, record and/or file certain documents on behalf of Tenant, all as more particularly set forth in the POA; and

WHEREAS, Landlord and Tenant desire to amend the terms of the Lease to extend the term thereof and to otherwise modify the Lease as expressly provided herein.

NOW THEREFORE, in consideration of the foregoing recitals and the mutual covenants set forth herein and other good and valuable consideration, the receipt, adequacy, and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. **One-Time Payment**. American Tower, on behalf of Tenant, shall pay to Landlord a one-time payment in the amount of **Seventy Five Thousand and No/100 Dollars (\$75,000.00)** (the "**One-Time Payment**"), within thirty (30) days of the Effective Date of this Amendment and subject to the following conditions precedent:
 - a. Tenant's receipt of this Amendment and an original Memorandum (as defined below), both executed by Landlord; and
 - b. Tenant's receipt of any documents or other items reasonably requested by Tenant from Landlord required to effectuate the transaction and payment contemplated herein.
2. **Lease Term Extended**. Notwithstanding anything to the contrary contained in the Lease or this Amendment, the Parties agree the Lease originally commenced on March 1, 2000 and the then-existing term of the Lease expired on February 29, 2020, following which the Lease was subject to annual renewals until and unless terminated by either Party via written notice. The Lease is hereby amended to provide Tenant with the option to extend the Lease for each of five (5) additional five (5) year renewal terms (each a "**New Renewal Term**" and, collectively, the "**New Renewal Terms**"). The Parties agree that the first New Renewal Term commenced on January 1, 2025, and will continue through December 31, 2030. Notwithstanding anything to the contrary contained in the Lease, as modified by this Amendment:

- a. All New Renewal Terms shall automatically renew unless Tenant notifies Landlord that Tenant elects not to renew the Lease at least sixty (60) days prior to the commencement of the next New Renewal Term, and
- b. Landlord shall be able to terminate the Lease upon two (2) years' prior written notice in the event of a material default by Tenant, which default is not cured within sixty (60) days of Tenant's receipt of written notice thereof, provided, however, in the event that Tenant has diligently commenced to cure a material default within sixty (60) days of Tenant's actual receipt of notice thereof and reasonably requires additional time beyond the sixty (60) day cure period described herein to effect such cure, Tenant shall have such additional time as is necessary (beyond the sixty [60] day cure period) to effect the cure.

Landlord hereby agrees to execute and return to Tenant an original Memorandum of Lease in the form and of the substance attached hereto as **Exhibit C** and by this reference made a part hereof (the "**Memorandum**") executed by Landlord, together with any applicable forms needed to record the Memorandum, which forms shall be supplied by Tenant to Landlord.

3. **Rent and Escalation.** Commencing on the Effective Date, the Rent is hereby increased to **Four Thousand Five Hundred and 00/100 Dollars (\$4,500.00)** per month. Notwithstanding the foregoing, Landlord hereby acknowledges and agrees that such increase may not be reflected in rental payments to Landlord until ninety (90) days after the Effective Date. Commencing on January 1, 2026 and on each successive annual anniversary thereof, Rent due under the Lease, as amended herein, shall increase by an amount equal to **three percent (3%)** of the then-current Rent. Notwithstanding anything to the contrary contained in the Lease, all Rent and any other payments expressly required to be paid by Tenant to Landlord under the Lease and this Amendment shall be paid to **Fulton County Department of Finance, 141 Pryor Street, Suite 7000, Atlanta, Georgia 30303, Attn: Finance Director**. Landlord hereby agrees that, beginning on the Effective Date, the Rent and the One-Time Payment described in this Amendment are the only consideration owed to Landlord from Tenant and/or American Tower pursuant to the Lease, as amended. In the event of any overpayment of Rent after the Effective Date, Tenant shall have the right to deduct from any future Rent payments an amount equal to the overpayment amount.
4. **Landlord and Tenant Acknowledgments.** Except as modified herein, the Lease and all provisions contained therein remain in full force and effect and are hereby ratified and affirmed. In the event there is a conflict between the Lease and this Amendment, this Amendment shall control. The Parties hereby agree that no defaults exist under the Lease. Landlord hereby acknowledges and agrees that Tenant shall not need consent or approval from, or to provide notice to, Landlord for any future activities at or uses of the Leased Premises, including, without limitation, subleasing and licensing to additional customers, installing, modifying, repairing, or replacing improvements within the Leased Premises, and/or assigning all or any portion of Tenant's interest in the Lease, as modified by this Amendment. Notwithstanding the foregoing, Tenant shall provide two (2) days' written notice before commencing any installations, modifications, repairs, or improvements. Tenant and Tenant's sublessees and customers shall have vehicular (specifically including truck) and pedestrian access to the Leased Premises from a public right of way on a 24 hours per day, 7 days per week basis, together with utilities services to the Leased Premises from a public right of way. Upon request by Tenant and at Tenant's sole cost and expense but without additional consideration owed to Landlord, Landlord may, in its sole discretion, agree to execute and return to Tenant building permits, zoning applications and other forms and documents, including a memorandum of lease or any appeals related to the value of the Leased Premises, as required for the use of the Leased Premises by Tenant and/or Tenant's customers, licensees, and sublessees. The terms, provisions, and conditions of this Section shall survive the execution and delivery of this Amendment.
5. **Landlord Statements.** Landlord hereby represents and warrants to Tenant that: (i) to the extent applicable, Landlord is duly organized, validly existing, and in good standing in the jurisdiction in which Landlord was organized, formed, or incorporated, as applicable, and is otherwise in good standing and authorized to transact business in each other jurisdiction in which such qualifications are required; (ii) Landlord has the

full power and authority to enter into and perform its obligations under this Amendment, and, to the extent applicable, the person(s) executing this Amendment on behalf of Landlord, have the authority to enter into and deliver this Amendment on behalf of Landlord; (iii) no consent, authorization, order, or approval of, or filing or registration with, any governmental authority or other person or entity is required for the execution and delivery by Landlord of this Amendment; (iv) Landlord is the sole owner of the Leased Premises and all other portions of the Parent Parcel; (v) to the best of Landlord's knowledge, there are no agreements, liens, encumbrances, claims, claims of lien, proceedings, or other matters (whether filed or recorded in the applicable public records or not) related to, encumbering, asserted against, threatened against, and/or pending with respect to the Leased Premises or any other portion of the Parent Parcel which do or could (now or any time in the future) adversely impact, limit, and/or impair Tenant's rights under the Lease, as amended and modified by this Amendment; (vi) so long as Tenant performs its obligations under the Lease, Tenant shall peaceably and quietly have, hold and enjoy the Leased Premises, and Landlord shall not act or permit any third person to act in any manner which would interfere with or disrupt Tenant's business or frustrate Tenant or Tenant's customers' use of the Leased Premises; and (vii) the square footage of the Leased Premises is the greater of Tenant's existing improvements on the Parent Parcel or the land area conveyed to Tenant under the Lease. The representations and warranties of Landlord made in this Section shall survive the execution and delivery of this Amendment.

6. **Notices.** The Parties acknowledge and agree that Section 13 of the Lease is hereby deleted in its entirety and replaced by the following as of the Effective Date of this Amendment:

All notices must be in writing and shall be valid upon receipt when delivered by hand, by nationally recognized courier service, or by First Class United States Mail, certified, return receipt requested to the addresses set forth herein:

To Landlord:

Fulton County
Department of Real Estate and Asset Management
141 Pryor St SW, Suite 8021
Atlanta, GA 30303

With copy to:

Attn: County Attorney
141 Pryor Street, Suite 4038
Atlanta, Georgia 30303

To Tenant:

Verizon Wireless
Attn: Network Real Estate
180 Washington Valley Road
Bedminster, NJ 07921

With copy to:

American Tower
Attn: Land Management
10 Presidential Way
Woburn, MA 01801

And also with copy to:

Attn: Legal Dept.
116 Huntington Avenue

Boston, MA 02116

Any of the Parties, by thirty (30) days prior written notice to the others in the manner provided herein, may designate one or more different notice addresses from those set forth above. Refusal to accept delivery of any notice or the inability to deliver any notice because of a changed address for which no notice was given as required herein, shall be deemed to be receipt of any such notice.

7. **Counterparts.** This Amendment may be executed in several counterparts, each of which when so executed and delivered, shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument, even though all Parties are not signatories to the original or the same counterpart. Furthermore, the Parties may execute and deliver this Amendment by electronic means such as .pdf or similar format. Each of the Parties agrees that the delivery of the Amendment by electronic means will have the same force and effect as delivery of original signatures and that each of the Parties may use such electronic signatures as evidence of the execution and delivery of the Amendment by all Parties to the same extent as an original signature.
8. **Waiver.** Notwithstanding anything to the contrary contained herein, in no event shall Landlord or Tenant be liable to the other for, and Landlord and Tenant hereby waive, to the fullest extent permitted under applicable law, the right to recover incidental, consequential (including, without limitation, lost profits, loss of use or loss of business opportunity), punitive, exemplary and similar damages.
9. **Tenant's Securitization Rights; Estoppel.** Landlord hereby consents to the granting by Tenant and/or American Tower of one or more leasehold mortgages, collateral assignments, liens, and/or other security interests (collectively, a "**Security Interest**") in Tenant's (or American Tower's) interest in the Lease, as amended herein, and all of Tenant's (or American Tower's) property and fixtures attached to and lying within the Leased Premises and further consents to the exercise by Tenant's (or American Tower's) mortgagee ("**Tenant's Mortgagee**") of its rights to exercise its remedies, including without limitation foreclosure, with respect to any such Security Interest. Landlord shall recognize the holder of any such Security Interest of which Landlord is given prior written notice (any such holder, a "**Holder**") as "Tenant" hereunder in the event a Holder succeeds to the interest of Tenant and/or American Tower hereunder by the exercise of such remedies. Landlord further agrees to execute a written estoppel certificate within thirty (30) days of written request of the same by Tenant, American Tower or Holder.
10. **Taxes.** During the term of the Lease, as amended herein, Tenant shall pay when due all real property, personal property, and other taxes, fees, and assessments that are directly attributable to Tenant's improvements on the Leased Premises (the "**Applicable Taxes**") directly to the local taxing authority to the extent that the Applicable Taxes are billed directly to Tenant. Tenant hereby agrees to reimburse Landlord for any Applicable Taxes billed directly to Landlord (which shall not include any taxes or other assessments attributable to periods prior to the Effective Date). Landlord must furnish written documentation (the substance and form of which shall be reasonably satisfactory to Tenant) of any Applicable Taxes along with proof of payment of the same by Landlord. Landlord shall submit requests for reimbursement in writing to: *American Tower Corporation, Attn: Landlord Relations, 10 Presidential Way, Woburn, MA 01801* unless otherwise directed by Tenant from time to time. Subject to the requirements set forth in this Section, Tenant shall make such reimbursement payment within forty-five (45) days of receipt of a written reimbursement request from Landlord. Anything to the contrary notwithstanding, Landlord is only eligible for reimbursement if Landlord requests reimbursement within two (2) years after the date such taxes became due. Additionally, Landlord shall not be entitled to reimbursement for any costs associated with an increase in the value of Landlord's real property calculated based on any monetary consideration paid from Tenant to Landlord. If Landlord fails to pay when due any taxes affecting the Parent Parcel as required herein, Tenant shall have the right, but not the obligation, to pay such taxes on Landlord's behalf and: (i) deduct the

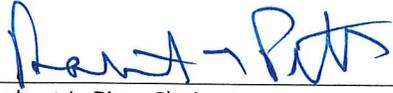
full amount of any such taxes paid by Tenant on Landlord's behalf from any future payments required to be made by Tenant to Landlord hereunder or (ii) and demand reimbursement from Landlord, which reimbursement payment Landlord shall make within thirty (30) days of such demand by Tenant.

11. **Conflict/Capitalized Terms**. The Parties hereby acknowledge and agree that in the event of a conflict between the terms and provisions of this Amendment and those contained in the Lease, the terms and provisions of this Amendment shall control. Except as otherwise defined or expressly provided in this Amendment, all capitalized terms used in this Amendment shall have the meanings or definitions ascribed to them in the Lease. To the extent of any inconsistency in or conflict between the meaning, definition, or usage of any capitalized terms in this Amendment and the meaning, definition, or usage of any such capitalized terms or similar or analogous terms in the Lease, the meaning, definition, or usage of any such capitalized terms in this Amendment shall control.

[SIGNATURES COMMENCE ON FOLLOWING PAGE]

LANDLORD:

FULTON COUNTY, GEORGIA



Robert L. Pitts, Chairman
Fulton County Board of Commissioners

ATTEST:



Tonya R. Grier
Clerk to the Commission



(Affix County Seal)

APPROVED AS TO FORM:



Y. Soo Jo, County Attorney

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

ITEM # 26-0021 SRM 01/21/2024
SECOND REGULAR MEETING

ATC Site No: 82018
Site Name: Stadium

TENANT:

Cellco Partnership d/b/a Verizon Wireless

By: **American Tower Delaware Corporation**, a Delaware corporation
Title: Attorney-in-Fact

Signature: 
Print Name: _____
Title: **Carol Maxime**
Date: **Senior Counsel, US Tower**
1/21/2026

Joinder and Acknowledgement

The undersigned, by its signature below, does hereby acknowledge and agree to pay to Landlord the "One-Time Payment" described in Section 1 above, provided all requirements in this Amendment have been satisfied. The undersigned additionally acknowledges and agrees that adequate consideration has been received for such payment(s).

American Tower Delaware Corporation,
a Delaware corporation

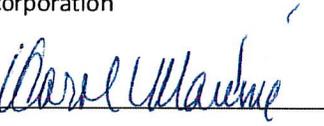
Signature: 
Print Name: _____
Title: **Carol Maxime**
Date: **Senior Counsel, US Tower**
1/21/2026

Exhibit A

*This **Exhibit A** may be replaced at Tenant's option and with written permission from Landlord, as described below.*

Parent Parcel

Tenant shall have the right to replace this description with a description obtained from the Landlord's deed(s) that includes the land area encompassed by the Lease and Tenant's improvements thereon.

The Parent Parcel consists of the entire legal, taxable lot owned by Landlord as described in a deed (or deeds) to Landlord of which the Leased Premises is a part, with such Parent Parcel being described below:

The land referred to herein below is situated in the City of Atlanta, County of Fulton, State of Georgia and is described as follows:

PARCEL 1

All that tract or parcel of land lying and being in Land Lot 76 of the 14th Land District of Fulton County, Georgia one being more particularly described as follows:

BEGINNING at the intersection of the eastern existing right of way line of Cooper Street and the southern twisting right of way line of Rawson Street, said point being 294.53 feet right, southeast of and opposite station 97-69.08 on the mainline of I-20 on Georgia Highway Project 1-75-2 (08)C; running thence easterly along said right of way line of Hasson Street a distance of 103.92 feet to the point of intersection with the Grantor's eastern property line, sale point being 312.46 feet right, southeast of, one opposite station 98-77.17 on said mainline; thence southwesterly along a straight line distance of 65.60 feet to a point 342.49 feet right, southeast of, and opposite station 98-15.66 on sale mainline; thence northwesterly along a straight line a distance of 112.56 feet to the point of intersection with said right of way line of Cooper Street, said point being 432.37 feet right, southeast of, and opposite station 97-77.77 on said mainline; thence northerly along said right of way line of Cooper Street a distance of 140.21 feet back to the point of beginning.

Parcel ID#: N/A

This being the same property conveyed to the Department of Transportation from R. S. Monroe and Roy T. Jones in a right-of-way deed dated September 11, 1984 and recorded September 19, 1984 in Book 9162 Page 342.

PARCEL 2

All that tract or parcel of land lying and being in land Lot 76 of the 14th District of Fulton County, Georgia, and being more fully described as follows;

Beginning at a point on the south side of Rawson Street one hundred five (105) feet east iron the southeast corner of Rawson Street and Cooper Street; thence along the south side of Rawson Street one hundred thirty (130) feet to the Northwood corner of the property now or formerly owned by Edns Green and Samuel Green (Deed Book 3337, Page 386, Fulton County Records), which point is one hundred (100) feet more or less West iron the Southwest corner of Rawson Street and Formwalt Street; running thence South along the West side of said property of green two hundred thirteen (213) feet; thence West forty five (45) feet; thence North one hundred forty (140) feet to the South side of Rawson Street at the point of beginning; known as 256 and 260 Rawson Street, S.W., with the present system of numbering in the City Atlanta, Georgia.

Parcel ID#: 14 007600041400

This being a portion of the same property conveyed to Fulton County Facilities Corp., a Nonprofit Corporation from Fulton County, Georgia, a Political Subdivision of the State of Georgia, by and through The Board of Commissioners of Fulton County in a deed dated December 16, 1999 and recorded December 17, 1999, in Book 28183 Page 53.

Property Commonly Known As: 266 Rawson Street, Atlanta, GA 30312
County of Fulton

ATC Site No: 82018
Site Name: Stadium

Exhibit A (continued)
Leased Premises

Tenant shall have the right to replace this description with a description obtained from the Lease or from a survey conducted by Tenant and with written permission from Landlord.

The Leased Premises consists of that portion of the Parent Parcel as defined in the Lease, which shall include easements for access and utilities. The square footage of the Leased Premises shall be the greater of: (i) the land area conveyed to Tenant in the Lease; (ii) Tenant's (and Tenant's customers') existing improvements on the Parent Parcel; or (iii) the legal description or depiction below (if any).

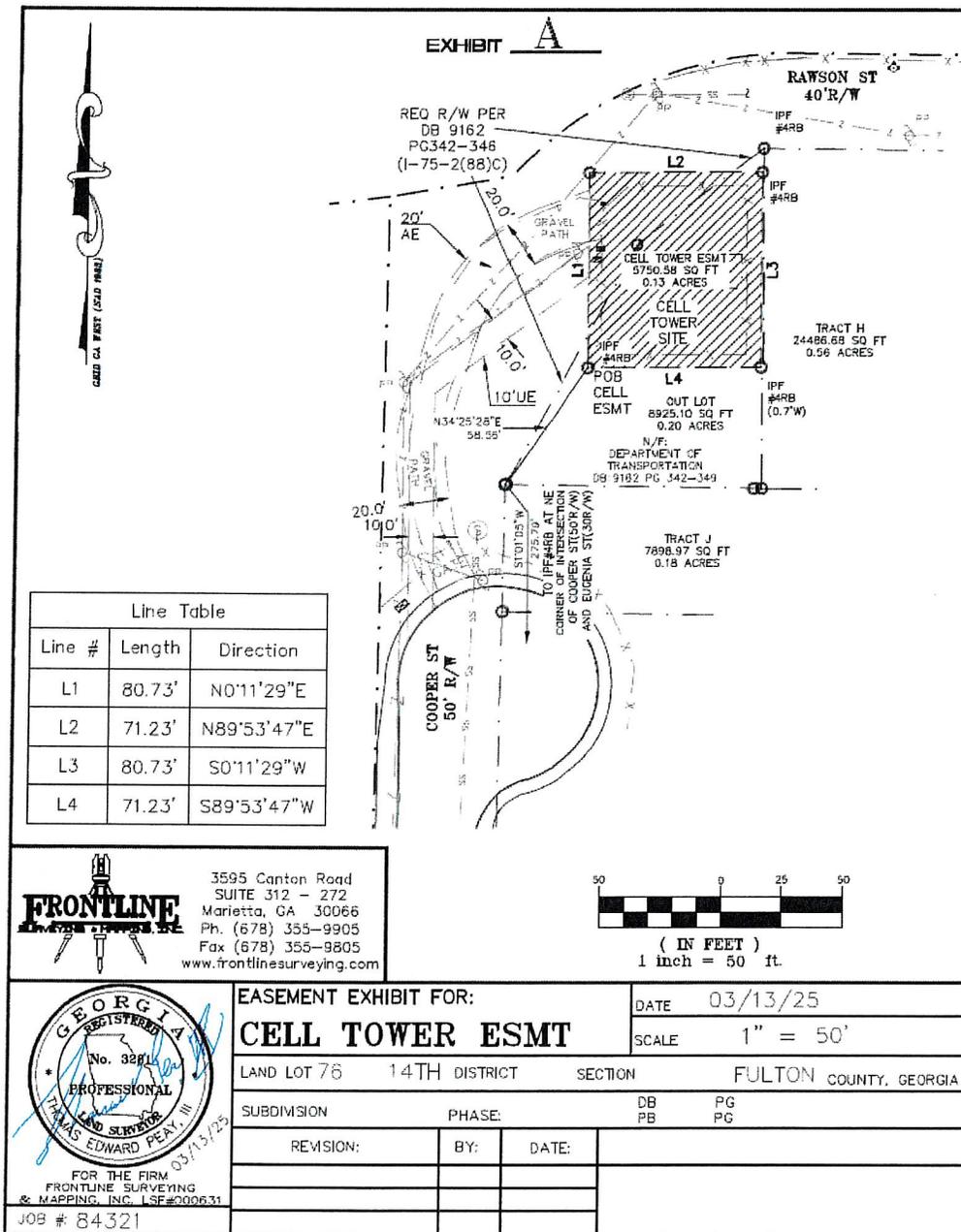


EXHIBIT B

LEASE

[see attached]

EXHIBIT C

FORM OF MEMORANDUM OF LEASE

Prepared by and Return to:

American Tower
10 Presidential Way
Woburn, MA 01801
Attn: Land Management/Nghia Trinh, Esq.
ATC Site No: 82018
ATC Site Name: Stadium
Assessor's Parcel No(s): 14 007600041400

Prior Recorded Lease Reference:

State of Georgia
County of Fulton

MEMORANDUM OF LEASE

This Memorandum of Lease (the "**Memorandum**") is entered into as of the date of last signature hereto, by and between **Fulton County, Georgia ("Landlord")** and **Cellco Partnership d/b/a Verizon Wireless ("Tenant")** executed on its behalf by **American Tower Delaware Corporation**, a Delaware Corporation and/or its parents, affiliates and subsidiaries ("**American Tower**").

NOTICE is hereby given of the Lease (as defined and described below) for the purpose of recording and giving notice of the existence of said Lease. To the extent that notice of such Lease has previously been recorded, then this Memorandum shall constitute an amendment of any such prior recorded notice(s).

1. **Parent Parcel and Lease.** Landlord is the owner of certain real property, being described in **Exhibit A** attached hereto and by this reference made a part hereof (the "**Parent Parcel**"). Landlord (or its predecessor-in-interest) and Tenant (or its predecessor-in-interest) entered into that certain Ground Lease Agreement dated January 23, 1990 (as the same may have been amended from time to time, collectively, the "**Lease**"), pursuant to which the Tenant leases a portion of the Parent Parcel and is the beneficiary of certain easements for access and public utilities, all as more particularly described in the Lease (such portion of the Parent Parcel so leased along with such portion of the Parent Parcel so affected, collectively, the "**Leased Premises**"), which Leased Premises is also described on **Exhibit A**.
2. **American Tower.** Tenant and/or its parent, affiliates, subsidiaries and other parties identified therein, entered into a sublease agreement with **American Tower**, pursuant to which American Tower subleases, manages, operates and maintains, as applicable, the Leased Premises, all as more particularly described therein. In connection with these responsibilities, Tenant has also granted American Tower a limited power of attorney (the "**POA**") to, among other things, prepare, negotiate, execute, deliver, record and/or file certain documents on behalf of Tenant, all as more particularly set forth in the POA.
3. **Expiration Date.** Subject to the terms, provisions, and conditions of the Lease, and assuming the exercise by Tenant of all renewal options contained in the Lease, the final expiration date of the Lease would be December 31, 2049. Notwithstanding the foregoing, in no event shall Tenant be required to exercise any option to renew the term of the Lease.

4. **Leased Premises Description.** Tenant shall have the right, exercisable by Tenant at any time during the original or renewal terms of the Lease, to cause an as-built survey of the Leased Premises to be prepared and, thereafter, to replace, in whole or in part, with Landlord's written permission, the description(s) of the Leased Premises set forth on **Exhibit A** with a legal description or legal descriptions based upon such as-built survey. Upon Tenant's request, Landlord shall execute and deliver any documents reasonably necessary to effectuate such replacement, including, without limitation, amendments to this Memorandum and to the Lease.
5. **Effect/Miscellaneous.** This Memorandum is not a complete summary of the terms, provisions and conditions contained in the Lease. In the event of a conflict between this Memorandum and the Lease, the Lease shall control. Landlord hereby grants the right to Tenant to complete and execute on behalf of Landlord any government or transfer tax forms necessary for the recording of this Memorandum. This right shall terminate upon recording of this Memorandum.
6. **Notices.** All notices must be in writing and shall be valid upon receipt when delivered by hand, by nationally recognized courier service, or by First Class United States Mail, certified, return receipt requested to the addresses set forth herein: to Landlord at: Fulton County, Department of Real Estate and Asset Management, 141 Pryor St SW, Suite 8021, Atlanta, GA 30303; with copy to: Attn: County Attorney, 141 Pryor Street, Suite 4038, Atlanta, Georgia 30303; to Tenant at: Verizon Wireless, Attn.: Network Real Estate, 180 Washington Valley Road, Bedminster, NJ 07921; with copy to: American Tower, Attn.: Land Management, 10 Presidential Way, Woburn, MA 01801, and also with copy to: Attn.: Legal Dept. 116 Huntington Avenue, Boston, MA 02116. Any of the parties hereto, by thirty (30) days prior written notice to the other in the manner provided herein, may designate one or more different notice addresses from those set forth above. Refusal to accept delivery of any notice or the inability to deliver any notice because of a changed address for which no notice was given as required herein, shall be deemed to be receipt of any such notice.
7. **Counterparts.** This Memorandum may be executed in multiple counterparts, each of which when so executed and delivered, shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument.
8. **Governing Law.** This Memorandum shall be governed by and construed in all respects in accordance with the laws of the State or Commonwealth in which the Leased Premises is situated, without regard to the conflicts of laws provisions of such State or Commonwealth.

[SIGNATURES COMMENCE ON FOLLOWING PAGE]

IN WITNESS WHEREOF, Landlord and Tenant have each executed this Memorandum as of the day and year set forth below.

LANDLORD:

2 WITNESSES

FULTON COUNTY, GEORGIA

Robert L. Pitts

Robert L. Pitts, Chairman
Fulton County Board of Commissioners

Signature: *Marjorie Alise Adams*
Print Name: Marjorie Alise Adams

Signature: *Adena Adams*
Print Name: Adena Adams

ATTEST:

Tonya R. Grier

Tonya R. Grier
Clerk to the Commission



APPROVED AS TO FORM:

Y. Soo Jo

Y. Soo Jo
County Attorney

(Affix County Seal)

WITNESS AND ACKNOWLEDGEMENT

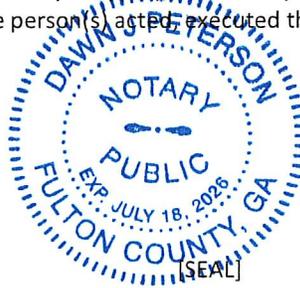
State/Commonwealth of Georgia
County of Fulton

On this 5 day of February, 2024, before me, the undersigned Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence, to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s) or the entity upon which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Dawn J. Peterson

Notary Public
Print Name: Dawn J. Peterson
My commission expires: July 18, 2026



[SIGNATURES CONTINUE ON FOLLOWING PAGE]

ITEM # 26-0021 SRM 01/21/2024
SECOND REGULAR MEETING

ATC Site No: 82018
Site Name: Stadium

TENANT

WITNESS

Cellco Partnership d/b/a Verizon Wireless

By: **American Tower Delaware Corporation,**
a Delaware corporation
Title: Attorney-in-Fact

Signature: _____
Print Name: _____

Signature: *Carol Maxime*
Print Name: _____

Signature: _____
Print Name: _____

Title: Carol Maxime
Date: Senior Counsel, US Tower
11/21/2026

WITNESS AND ACKNOWLEDGEMENT

Commonwealth of Massachusetts

County of Middlesex

On this ____ day of _____, 202____, before me, the undersigned Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence, to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s) or the entity upon which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Notary Public
Print Name: _____
My commission expires: _____

[SEAL]

Exhibit A

This Exhibit A may be replaced at Tenant's option and with written permission from Landlord, as described below.

Parent Parcel

Tenant shall have the right to replace this description with a description obtained from the Landlord's deed(s) that includes the land area encompassed by the Lease and Tenant's improvements thereon.

The Parent Parcel consists of the entire legal, taxable lot owned by Landlord as described in a deed (or deeds) to Landlord of which the Leased Premises is a part, with such Parent Parcel being described below:

The land referred to herein below is situated in the City of Atlanta, County of Fulton, State of Georgia and is described as follows:

PARCEL 1

All that tract or parcel of land lying and being in Land Lot 76 of the 14th Land District of Fulton County, Georgia one being more particularly described as follows:

BEGINNING at the intersection of the eastern existing right of way line of Cooper Street and the southern twisting right of way line of Rawson Street, said point being 294.53 feet right, southeast of and opposite station 97-69.08 on the mainline of I-20 on Georgia Highway Project 1-75-2 (08)C; running thence easterly along said right of way line of Hasson Street a distance of 103.92 feet to the point of intersection with the Grantor's eastern property line, sale point being 312.46 feet right, southeast of, one opposite station 98-77.17 on said mainline; thence southwesterly along a straight line distance of 65.60 feet to a point 342.49 feet right, southeast of, and opposite station 98-15.66 on sale mainline; thence northwesterly along a straight line a distance of 112.56 feet to the point of intersection with said right of way line of Cooper Street, said point being 432.37 feet right, southeast of, and opposite station 97-77.77 on said mainline; thence northerly along said right of way line of Cooper Street a distance of 140.21 feet back to the point of beginning.

Parcel ID#: N/A

This being the same property conveyed to the Department of Transportation from R. S. Monroe and Roy T. Jones in a right-of-way deed dated September 11, 1984 and recorded September 19, 1984 in Book 9162 Page 342.

PARCEL 2

All that tract or parcel of land lying and being in land Lot 76 of the 14th District of Fulton County, Georgia, and being more fully described as follows;

Beginning at a point on the south side of Rawson Street one hundred five (105) feet east iron the southeast corner of Rawson Street and Cooper Street; thence along the south side of Rawson Street one hundred thirty (130) feet to the Northwood corner of the property now or formerly owned by Edns Green and Samuel Green (Deed Book 3337, Page 386, Fulton County Records), which point is one hundred (100) feet more or less West iron the Southwest corner of Rawson Street and Formwalt Street; running thence South along the West side of said property of green two hundred thirteen (213) feet; thence West forty five (45) feet; thence North one hundred forty (140) feet to the South side of Rawson Street at the point of beginning; known as 256 and 260 Rawson Street, S.W., with the present system of numbering in the City Atlanta, Georgia.

Parcel ID#: 14 007600041400

This being a portion of the same property conveyed to Fulton County Facilities Corp., a Nonprofit Corporation from Fulton County, Georgia, a Political Subdivision of the State of Georgia, by and through The Board of Commissioners of Fulton County in a deed dated December 16, 1999 and recorded December 17, 1999, in Book 28183 Page 53.

Property Commonly Known As: 266 Rawson Street, Atlanta, GA 30312
County of Fulton

Exhibit A (continued)
Leased Premises

Tenant shall have the right to replace this description with a description obtained from the Lease or from a survey conducted by Tenant and with written permission from Landlord.

The Leased Premises consists of that portion of the Parent Parcel as defined in the Lease, which shall include easements for access and utilities. The square footage of the Leased Premises shall be the greater of: (i) the land area conveyed to Tenant in the Lease; (ii) Tenant's (and Tenant's customers') existing improvements on the Parent Parcel; or (iii) the legal description or depiction below (if any).

