

1 A RESOLUTION APPROVING THE FIRST AMENDMENT TO LEASE AGREEMENT
2 BETWEEN FULTON COUNTY, GEORGIA (LANDLORD) AND NEW CINGULAR
3 WIRELESS PCS, LLC (TENANT) FOR THE LEASE OF REAL PROPERTY LOCATED
4 AT 460 MORGAN FALLS ROAD, ATLANTA, GEORGIA; AUTHORIZING THE
5 CHAIRMAN TO EXECUTE THE FIRST AMENDMENT TO LEASE AGREEMENT AND
6 RELATED DOCUMENTS; AUTHORIZING THE COUNTY ATTORNEY TO APPROVE
7 THE FIRST AMENDMENT TO LEASE AGREEMENT AND RELATED DOCUMENTS
8 AS TO FORM AND TO MAKE MODIFICATIONS THERETO PRIOR TO EXECUTION;
9 AND FOR OTHER 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, on November 17, 2010, Fulton County, Georgia and New Cingular
14 Wireless PCS, LLC, entered into a Lease Agreement pursuant to which New Cingular
15 Wireless PCS, LLC leases Fulton County-owned real property located at 460 Morgan
16 Falls Road, Atlanta, GA 30350 ("Property"); and

17 WHEREAS, the Lease Agreement includes an initial term of five (5) years,
18 concluding on November 30, 2015, followed by one additional five (5) year automatic
19 extension term, concluding on November 30, 2020, and followed by one-year annual
20 renewals until terminated by written notice from either party, with monthly rental payments
21 being the same as were in place in November of 2020; and

22 WHEREAS, neither party has provided the other party with a notice of termination
23 as provided in the Lease Agreement; and

24 WHEREAS, New Cingular Wireless PCS, LLC, in cooperation with the Department
25 of Real Estate and Asset Management and the Department of Emergency Management
26 Services, has agreed to increase its monthly rental rate to \$2,250.00 as of the effective
27 date of the First Amendment to the Lease Agreement and to pay a lump sum consisting
28 of underpayment rent due for each month during the period beginning January 1, 2021
29 through the effective date of the First Amendment, with both monthly and underpayment
30 rent subject to an annual increase of 2%; and

31 WHEREAS, the County and New Cingular Wireless PCS, LLC desire to amend
32 the Lease Agreement to formally extend the term, to increase the rent, to clarify the scope
33 of New Cingular Wireless PCS, LLC's permitted use of the Property, to modify the notice
34 section, and to provide for past underpayments, among other changes; and

1 **WHEREAS**, pursuant to Fulton County Code ("FCC") § 1-117, the Fulton County
2 Board of Commissioners has exclusive jurisdiction and control over directing and
3 controlling all the property of Fulton County, as they may deem expedient, according to
4 law, and pursuant to FCC § 172-62, the leasing of Fulton County-owned property for
5 telecommunication towers is permitted upon approval by the Board of Commissioners
6 and pursuant to the provisions of FCC § 172-62.

7 **NOW, THEREFORE, BE IT RESOLVED**, that the Board of Commissioners hereby
8 approves the First Amendment to Lease Agreement with New Cingular Wireless PCS,
9 LLC, to formally extend the term of the Lease Agreement, to increase the rent, to clarify
10 the scope of New Cingular Wireless PCS, LLC's permitted use of the Property, to modify
11 the notice section, and to provide for past underpayments, among other changes, in
12 substantially the form attached hereto as Exhibit "A."

13 **BE IT FURTHER RESOLVED**, that the Chairman of the Board of Commissioners
14 is hereby authorized to execute the First Amendment between Fulton County and New
15 Cingular Wireless PCS, LLC, and any related documents.

16 **BE IT FURTHER RESOLVED**, that the County Attorney is hereby authorized to
17 approve the First Amendment and any related documents as to form, and to make such
18 other or additional modifications as are necessary, to protect Fulton County's interests
19 prior to execution by the Chairman.

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

23 **PASSED AND ADOPTED** by the Board of Commissioners of Fulton County,
24 Georgia, this 19 day of March, 2025.



34 **ATTEST:**

35 Tonya R. Grier
36
37 Tonya R. Grier
38 Clerk to the Commission

25
26 **FULTON COUNTY BOARD OF**
27 **COMMISSIONERS**

28
29 Robert L. Pitts
30
31 Robert L. Pitts, Chairman (At-Large)

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35
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37 ITEM # 25-082 SRM 3 / 19 / 25
38 SECOND REGULAR MEETING

1

2 **APPROVED AS TO FORM:**

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7 Y. Soo Jo

8 County Attorney

9

ITEM # 25-0182 SRM 3 / 19 / 25
SECOND REGULAR MEETING

EXHIBIT A
LEASE AGREEMENT

Market: GA
Cell Site Number: GA4336
Cell Site Name: Fuco Morgan Falls
Fixed Asset Number: 10081293

FIRST AMENDMENT TO LEASE AGREEMENT

THIS FIRST AMENDMENT TO LEASE AGREEMENT ("**First Amendment**") effective as of the date last signed below ("**Effective Date**") is by and between Fulton County, Georgia, a political subdivision of the State of Georgia, having a mailing address at 141 Pryor Street, Suite 8021, Atlanta, GA 30303 ("**Landlord**") and New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address at 1025 Lenox Park Blvd. NE, 3rd Floor, Atlanta, GA 30319 ("**Tenant**").

WHEREAS, Landlord and Tenant entered into a Lease Agreement dated November 17, 2010, whereby Landlord leases to Tenant certain Premises, therein described, that are a portion of the Property located at 460 Morgan Falls Road, Atlanta, GA 30350 (the "**Agreement**"); and

WHEREAS, pursuant to Section 3 of the Agreement, the Agreement had an initial five (5) year term, beginning on December 1, 2010 and ending on November 30, 2015, with one additional five (5) year automatic extension term, ending on November 30, 2020; and

WHEREAS, pursuant to Section 3 of the Agreement, after the five (5) year extension term the Agreement shall continue for one-year annual renewals until terminated by written notice from either party, with monthly rental payments being the same as were in place in November 2020; and

WHEREAS, neither party has provided the other party with notice of termination; and

WHEREAS, Landlord and Tenant desire to amend the Agreement to formally extend the term of the Agreement, to adjust the Rent, to clarify the scope of Tenant's Permitted Use of the Premises, and to modify the notice section thereof; and

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

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

1. **Ratification.** Landlord and Tenant hereby ratify, confirm and adopt the Agreement, attached hereto as Exhibit "A", except as amended herein.

2. **Permitted Use.** Section 2 of the Agreement shall be deleted in its entirety and replaced with the following:

(a) Subject to Landlord's prior written approval, which shall not be unreasonably withheld or delayed, Tenant, its personnel, invitees, contractors, agents, subtenants, or its authorized sublessees, or assigns may use the Premises for the transmission and reception of communications signals and to modify, install, construct, maintain, operate, supplement, replace, upgrade, or expand its communications fixtures and related equipment, cables, accessories and improvements (collectively, the "Communication Facility"), including but not limited to the number and type(s) of antennas, or refurbish the equipment and/or improvements thereon or relocate the same within the Premises at any time during the term of the Agreement in order to be in compliance with any current or future federal, state or local mandated application, including but not limited to emergency 911 communication services, and Tenant shall have the right to test, survey and review title on the Property at no additional cost to Tenant or Landlord (collectively, the "Permitted Use"). Landlord and Tenant agree that any portion of the Communication Facility that may be conceptually described on Exhibit 1 will not be deemed to limit Tenant's Permitted Use.

(b) Landlord acknowledges and grants approval for Tennat's proposed plans concerning the Communication Facility, attached hereto as Exhibit "B".

(c) Prior to Tenant completing any planned equipment modifications or additional installation of Tower-based equipment, Tenant shall provide Landlord with a current structural analysis in writing performed by engineers authorized and approved by Landlord that confirms the Tower's capacity for the modified or additional equipment. Tenant shall also provide Landlord with a set of the appropriate construction and/or engineering documents so as to allow Landlord to review any planned onsite construction, installation or equipment modification as may be requested by Tenant for its operations. All structural reviews and drawings are to be submitted in writing to Landlord for Landlord's prior written approval, which shall not be unreasonably withheld or delayed. If Landlord is unable to provide a response in the allotted timeframe, Landlord will notify Tenant of the reason in writing prior to expiration of the allotted timeframe and shall provide the timeframe in which the response to the structural reviews and drawings will be provided.

(d) Landlord reserves the right to require an increase in the monthly rental rates for equipment modifications that increase weight on the Tower and diminish wind resistance, as shown in the structural analysis provided to Landlord pursuant to subsection (c), above. Landlord's approval of Tennat's proposed equipment modification shall include notice from Landlord of any rental rate increase that will be associated with said equipment modification. Tenant shall be responsible for making those improvements as detailed in the structural analysis and required by Landlord. Landlord and Tenant shall amend this Agreement to document the equipment modification and any associated rental increase. No equipment modification shall be made by Tenant prior to the amendment of the Agreement being effective.

(e) Tenant has the right to make Property improvements, alterations, upgrades or additions appropriate for Tenant's use ("Tenant Changes"). Tenant Changes include the right to construct a fence around the Premises and undertake any other appropriate means to secure the Premises at Tenant's expense. Tenant agrees to comply with all applicable governmental laws, rules, statutes and regulations relating to its use of the Communication Facility on the Property. Subject to subsection (b) above, Tenant has the right to modify, supplement, replace, upgrade, expand the equipment, increase the number of antennas or relocate the Communication Facility within the Premises at any time during the term of this Agreement. Tenant will be allowed to make such alterations to the Property in order to accomplish Tenant's Changes or to insure that Tenant's Communication Facility complies with all applicable federal, state or local laws, rules or regulations. In the event Tenant desires to modify or upgrade the Communication Facility, and Tenant requires an additional portion of the Property (the "Additional Premises") for such modification or upgrade, Landlord agrees to lease to Tenant the Additional Premises, if available, upon the same terms and conditions set forth herein, except that the Rent shall increase, in conjunction with the lease of the Additional Premises by the amount equivalent to the then-current per square foot rental rate charged by Landlord to Tenant times the square footage of the Additional Premises. Landlord agrees to take such actions and enter into and deliver to Tenant such documents as Tenant reasonably requests in order to effect and memorialize the lease of the Additional Premises to Tenant.

(f) Landlord shall, at its sole discretion, reasonably cooperate in obtaining governmental and other use permits or approvals necessary for the foregoing Permitted Uses.

3. **Term.** Subsection 3(d) of the Agreement shall be deleted in its entirety and replaced with the following, and a new Subsection 3(e) shall be added:

(d) The First Additional Term of the First Amendment shall commence on the Effective Date of the First Amendment, and shall expire on December 31, 2025 (the "First Extension Term"), and commencing on January 1, 2026, the Agreement will be automatically renewed, upon the same terms and conditions of the Agreement, for five (5) additional five (5) year terms (each an "Additional Term"). The Terms will automatically renew without further action by Tenant unless Tenant notifies Landlord in writing of Tenant's intention not to renew the Agreement at least sixty (60) days prior to the expiration of the First Additional Term or any Additional Term, or as may be terminated by Landlord as set forth in this Agreement. Landlord agrees and acknowledges that, except as such permitted use or other rights may be amended herein, Tenant may continue to use and exercise its rights under the Agreement as permitted prior to the First Additional Term.

(e) The Initial Term, any Extension Terms, any Annual Terms, any Additional Terms, and any Holdover Term are collectively referred to as the Term ("Term").

4. **Rent.** The following Subsections 4(b) and 4(c) shall be added to the Agreement:

(b) During the First Additional Term, the Rent payable shall be Two Thousand Two Hundred Fifty and No/100 Dollars (\$2,250.00) per month, and shall continue during the First Additional Term, subject to adjustment, if any, as provided in Section 4(c). In addition to Rent, Tenant agrees that within sixty (60) days from the Effective Date of the First Amendment, Tenant will pay Landlord the balance of the Underpayment Rent due. The Underpayment Rent shall be the difference of \$2,250.00 (subject to a two percent (2%) increase each calendar year beginning in 2022) minus the Rent paid each month during the period beginning January 1, 2021 and continuing until the Effective Date of this First Amendment.

(c) Commencing on January 1, 2026, and on January 1st of every year of the Term thereafter, Rent shall increase by two percent (2%) above the Rent paid during the previous calendar year. All Rent and any other payments expressly required to be paid by Tenant to Landlord under the Agreement shall be paid to Fulton County, Georgia.

5. **Termination.** Section 6(f) of the Agreement shall be deleted in its entirety and replaced with the following:

(f) by Landlord upon one (1) year prior written notice to Tenant for any reason or no reason.

6. **Notices.** Section 17 of the Agreement shall be deleted in its entirety and replaced with the following:

NOTICES. All notices, requests, and demands hereunder will be given by first-class certified or registered mail, return receipt requested, or by a nationally recognized overnight courier, postage prepaid, to be effective when properly sent and received, refused or returned undelivered. Notices will be addressed to the parties as follows:

If to Landlord:

Fulton County, Georgia
Office of the County Manager
141 Pryor Street, SouthWest, Suite 10067
Atlanta, GA 30303

Fulton County, Georgia
Department of Real Estate and Asset Management
141 Pryor Street, Suite G119
Atlanta, GA 30303
Attention: Director

Fulton County, Georgia
Land Division
141 Pryor Street Suite 8021

Atlanta, GA 30303
Attn: Land Administrator

With a copy to:

Fulton County, Georgia
Office of the County Attorney
141 Pryor Road SW, Suite 4038
Atlanta, GA 30303
Attention: County Attorney

If to Tenant:

New Cingular Wireless PCS, LLC
Attn: TAG – LA
Re: Cell Site #: GA4336
Cell Site Name: Fuco Morgan Falls (GA)
Fixed Asset #: 10081293
1025 Lenox Park Blvd. NE
3rd Floor
Atlanta, GA 30319

With a copy to:

New Cingular Wireless PCS, LLC
Attn: Legal Department
Re: Cell Site #: GA4336
Cell Site Name: Fuco Morgan Falls (GA)
Fixed Asset #: 10081293
208 S. Akard Street
Dallas, Texas, 75202-4206

The copy sent to the Office of the County Attorney and Legal Department respectively is an administrative step which alone does not constitute legal notice. Either Party hereto may change the place for the giving of notice to it by thirty (30) days prior written notice to the other Party as provided herein.

7. **Acknowledgement.** Landlord and Tenant each acknowledge that each has read and understands this First Amendment and the underlying Agreement and, prior to execution of this First Amendment, was free to consult with counsel of its choosing.

8. **Charges.** All charges payable under the Agreement, as amended by this First Amendment, such as utilities and taxes shall be billed by Landlord within one (1) year from the end of the calendar year in which the charges were incurred. The foregoing shall not apply to monthly Rent

which is due and payable without a requirement that it be billed by Landlord. The provisions of this subsection shall survive the termination or expiration of the Agreement, as amended.

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

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

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have caused this First Amendment to be effective as of the date last written below.


LANDLORD:


Fulton County, Georgia,
a political subdivision of the State of
Georgia

TENANT:


New Cingular Wireless PCS, LLC,
a Delaware limited liability company

By: AT&T Mobility Corporation
Its: Manager

By: 
Robert L. Pitts, Chairman
Fulton County Board of Commissioners
Date: 04/29/2025

By: 
Print Name: Leonard W. Lindros III
Its: Area Mgr. Const. & Engrg.
Date: 4/3/2025

ATTEST:


Tonya R. Grier
Clerk to the Commission



APPROVED AS TO FORM

By: 
Y. Soo Jo, County Attorney

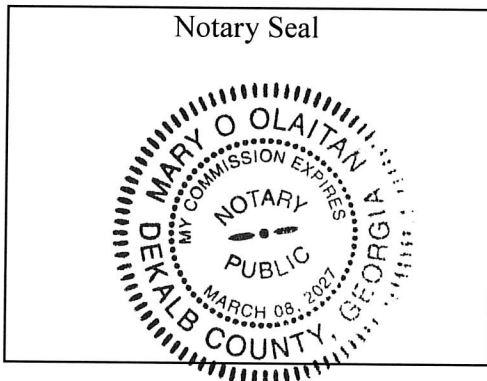
[TENANT ACKNOWLEDGEMENT ON FOLLOWING PAGE]

TENANT ACKNOWLEDGEMENT

STATE OF Georgia)
COUNTY OF DeKalb) SS.

I certify that I know or have satisfactory evidence that Leonard W. Lindros III is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as the Area Mgr. Const. & Engrg. of AT&T Mobility Corporation, the Manager of **New Cingular Wireless PCS, LLC, a Delaware limited liability company**, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: April 3, 2025.



Mary O. Olaitan
(Signature of Notary)
Mary O. Olaitan
(Legibly Print or Stamp Name of Notary)
Notary Public, in and for the State of Georgia
My appointment expires: 3/8/2027

EXHIBIT "A"

LEASE AGREEMENT

[See attached]

Market: Southeast
Cell Site Number: N009076
Cell Site Name: AT330/MORGAN FALLS/FUCO
Fixed Asset Number: 10081293

LEASE AGREEMENT

THIS LEASE AGREEMENT ("Agreement"), dated as of the latter of the signature dates below (the "Effective Date"), is entered into by Fulton County, Georgia, a political subdivision of the State of Georgia, having a mailing address of 141 Pryor Street S.W., Suite 8021, Atlanta, GA 30303 ("Landlord") and New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address of 12555 Cingular Way, Suite 1300, Alpharetta, GA 30004 ("Tenant").

BACKGROUND

Landlord owns or controls that certain plot, parcel or tract of land, improved with a guyed communications tower (the "Tower"), together with all rights and privileges arising in connection therewith, located at 460 Morgan Falls Road, Atlanta, in the County of Fulton, State of Georgia (collectively, the "Property"). Pursuant to that certain Lease Agreement dated July 1, 1996 ("Original Lease"), Landlord leased to Tenant's predecessor in interest a portion of the Property to be used by Tenant's predecessor in connection with its federally licensed communications business. The Original Lease has expired by its terms on March 14, 2006, and Tenant has been in a month to month tenancy since such date. Landlord desires to continue to grant to Tenant the right to use a portion of the Property and Tenant desires to continue to lease such portion of the Property, all in accordance with this Agreement.

The parties agree as follows:

1. **LEASE OF PREMISES.** Landlord hereby leases to Tenant:

(i) that certain space on the Tower at the elevation of 250 feet above grade, and necessary projections therefrom, for Tenant's antennas and related accessories, as generally depicted on attached **Exhibit 1** (collectively, the "Antenna Space"); ;

(ii) that certain space on the Property for Tenant's 10' x 12' modular equipment building, as depicted on attached **Exhibit** (collectively, the "Equipment Building Space"); and

(iii) those certain areas where Tenant's conduits, wires, cables, cable trays and other necessary connections are located between the Equipment Building Space and the Antenna Space, and between the Equipment Building Space and the electric power, telephone, and fuel sources for the Property (hereinafter collectively referred to as the "Connection Space"). Landlord agrees that Tenant shall have the right to install and maintain connections between Tenant's equipment in the Equipment Building Space and Antenna Space; and between Tenant's equipment in the Equipment Building Space and the electric power, telephone, and fuel sources for the Property, and any other improvements. Landlord further agrees that Tenant shall have the right to install, replace and maintain utility lines, wires, poles, cables, conduits, pipes and other necessary connections over or along any right-of-way extending from the nearest public right-of-way to the Premises. Notwithstanding the foregoing, Tenant, to the extent feasible, shall locate all lines, wires, conduits and cables on existing poles extending from the roadway into Landlord's Property. The Equipment Building Space, Antenna Space, Connections, Access, and Right-of-Way are hereinafter collectively referred to as the "Premises." At all times throughout the Term of this Agreement, and at no additional charge to Tenant, Tenant and its employees, agents, and subcontractors, will have twenty-four (24) hour per day, seven (7) day per week pedestrian and vehicular access to and over the Property, from an open and improved public road to the Premises, for the installation, maintenance and operation of the Communication Facility and any utilities serving the Premises.

2. **PERMITTED USE.** Tenant may use the Premises for the transmission and reception of communications signals and the installation, construction, maintenance, operation, repair, replacement and upgrade of its communications fixtures and related equipment, cables, accessories and improvements (collectively, the "**Communication Facility**"), as well as the right to test, survey and review title on the Property; Tenant further has the right but not the obligation to add, modify and/or replace equipment in order to be in compliance with any current or future federal, state or local mandated application, including, but not limited to, emergency 911 communication services, at no additional cost to Tenant or Landlord (collectively, the "**Permitted Use**"). Landlord and Tenant agree that any portion of the Communication Facility that may be conceptually described on **Exhibit 1** will not be deemed to limit Tenant's Permitted Use. Landlord retains the right to review and approve any plans and specifications prior to any installation of equipment on the Premises. Landlord's approval will not be unreasonably withheld, conditioned or delayed (and in no event delayed beyond fifteen (15) days). If Landlord (i) fails to respond in writing to Tenant's proposed plans and specification within fifteen (15) days of their receipt; or (ii) fails to provide a written response within ten (10) days of receipt of plans and specification revised by Tenant after comment from Landlord in accordance with this paragraph, the plans and specifications will be deemed approved. Tenant has the right to make Property improvements, alterations, upgrades or additions appropriate for Tenant's use ("**Tenant Changes**"). Tenant Changes include the right to construct a fence around the Premises and undertake any other appropriate means to secure the Premises at Tenant's expense. Tenant agrees to comply with all applicable governmental laws, rules, statutes and regulations relating to its use of the Communication Facility on the Property. Tenant has the right to modify, supplement, replace, upgrade, expand the equipment, increase the number of antennas or relocate the Communication Facility within the Premises at any time during the term of this Agreement. Tenant will be allowed to make such alterations to the Property in order to accomplish Tenant's Changes or to insure that Tenant's Communication Facility complies with all applicable federal, state or local laws, rules or regulations. In the event Tenant desires to modify or upgrade the Communication Facility, and Tenant requires an additional portion of the Property (the "**Additional Premises**") for such modification or upgrade, Landlord agrees to lease to Tenant the Additional Premises, if available, upon the same terms and conditions set forth herein, except that the Rent shall increase, in conjunction with the lease of the Additional Premises by the amount equivalent to the then-current per square foot rental rate charged by Landlord to Tenant times the square footage of the Additional Premises. Landlord agrees to take such actions and enter into and deliver to Tenant such documents as Tenant reasonably requests in order to effect and memorialize the lease of the Additional Premises to Tenant.

3. **TERM.**

(a) The initial lease term will be five (5) years ("**Initial Term**"), commencing on the first day of the month following the Effective Date.

(b) This Agreement will automatically renew for one (1) additional five (5) year term (the "**Extension Term**"), upon the same terms and conditions unless Tenant notifies Landlord in writing of Tenant's intention not to renew this Agreement at least sixty (60) days prior to the expiration of the Initial Term.

(c) If, at least sixty (60) days prior to the end of the final Extension Term, either Landlord or Tenant has not given the other written notice of its desire that the term of this Agreement end at the expiration of the final Extension Term, then upon the final Extension Term this Agreement shall continue in force upon the same covenants, terms and conditions for a further term of one (1) year, and for annual terms thereafter ("**Annual Term**") until terminated by either party by giving to the other written notice of its intention to so terminate at least six (6) months prior to the end of any such Annual Term. Monthly rental during such annual terms shall be equal to the rent paid for the last month of the final Extension Term. If Tenant remains in possession of the Premises after the termination of this Agreement, then Tenant will be deemed to be occupying the Premises on a month-to-month basis (the "**Holdover Term**"), subject to the terms and conditions of this Agreement.

(d) The Initial Term, any Extension Terms, any Annual Terms and any Holdover Term are collectively referred to as the Term ("**Term**").

4. **RENT.**

(a) Commencing in the month following the Effective Date (the "**Rent Commencement Date**"), Tenant will pay Landlord on or before the fifth (5th) day of each calendar month in advance One Thousand Six

Hundred Twenty Five and No/100 Dollars (\$1,625.00) (the "**Rent**"), at the address set forth above. In any partial month occurring after the Rent Commencement Date, Rent will be prorated. The initial Rent payment will be forwarded by Tenant to Landlord within forty-five (45) days after the Rent Commencement Date. Rent shall be due and payable without a requirement that Tenant be billed by the Landlord.

5. APPROVALS.

(a) Landlord agrees that Tenant's ability to use the Premises is contingent upon the suitability of the Premises and Property for Tenant's Permitted Use and Tenant's ability to obtain and maintain all governmental licenses, permits, approvals or other relief required of or deemed necessary or appropriate by Tenant for its use of the Premises, including without limitation applications for zoning variances, zoning ordinances, amendments, special use permits, and construction permits (collectively, the "**Government Approvals**"). Landlord authorizes Tenant to prepare, execute and file all required applications to obtain Government Approvals for Tenant's Permitted Use under this Agreement and agrees to reasonably assist Tenant with such applications and with obtaining and maintaining the Government Approvals. In addition, Tenant shall have the right to initiate the ordering and/or scheduling of necessary utilities.

(b) Tenant has the right to obtain a title report or commitment for a leasehold title policy from a title insurance company of its choice and to have the Property surveyed by a surveyor of its choice.

(c) Tenant may also perform and obtain, at Tenant's sole cost and expense, soil borings, percolation tests, engineering procedures, environmental investigation or other tests or reports on, over, and under the Property, necessary to determine if Tenant's use of the Premises will be compatible with Tenant's engineering specifications, system, design, operations or Government Approvals.

6. TERMINATION. This Agreement may be terminated, without penalty or further liability, as follows:

(a) by either party on thirty (30) days' prior written notice, if the other party remains in default under Section 15 of this Agreement after the applicable cure periods;

(b) by Tenant upon written notice to Landlord, if Tenant is unable to obtain, or maintain, any required approval(s) or the issuance of a license or permit by any agency, board, court or other governmental authority necessary for the construction or operation of the Communication Facility as now or hereafter intended by Tenant; or if Tenant determines, in its sole discretion, that the cost of obtaining or retaining the same is commercially unreasonable;

(c) by Tenant, upon written notice to Landlord, if Tenant determines, in its sole discretion, due to the title report results or survey results, that the condition of the Premises is unsatisfactory for its intended uses;

(d) Intentionally Deleted

(e) by Tenant upon sixty (60) days' prior written notice to Landlord for any reason or no reason, so long as Tenant pays Landlord a termination fee equal to three (3) months' Rent, at the then-current rate, provided, however, that no such termination fee will be payable on account of the termination of this Agreement by Tenant under any one or more of Sections 5 Approvals, 6(a) Termination, 6(b) Termination, 6(c) Termination, 8 Interference, 11(d) Environmental, 18 Condemnation, 19 Casualty, or 24(l) Severability of this Agreement.

(f) by Landlord upon one hundred eighty (180) days prior written notice to Tenant for any reason or no reason.

7. INSURANCE. During the Term, Tenant will carry, at its own cost and expense, the following insurance:

(i) "All Risk" property insurance for its property's replacement cost; (ii) Workers' Compensation Insurance as required by law; and (iii) commercial general liability (CGL) insurance with respect to its activities on the Property, such insurance to afford minimum protection of Three Million Dollars (\$3,000,000) combined single limit, per occurrence and in the aggregate, providing coverage for bodily injury and property damage. Tenant's CGL insurance shall contain a provision including Landlord as an additional insured to the extent of the indemnity provided by Tenant under this Agreement. Notwithstanding the foregoing, Tenant shall have the right to self-insure against the risks for which Tenant is required to insure against in this Section. In the event Tenant elects to self-insure its obligation to include Landlord as an additional insured as permitted by the previous sentence, the

following provisions shall apply: (1) Landlord shall promptly and no later than seven (7) days after notice thereof provide Tenant with written notice of any claim, demand, lawsuit or the like for which it seeks coverage pursuant to this Section and provide Tenant with copies of any demands, notices, summonses, or legal papers received in connection with such claim, demand, lawsuit or the like; (2) Landlord shall not settle any such claim, demand, lawsuit or the like without the prior written consent of Tenant; (3) Landlord shall fully cooperate with Tenant in the defense of the claim, demand, lawsuit or the like; (4) Tenant's self-insurance obligation for Landlord shall not extend to claims for punitive damages, exemplary damages, or gross negligence; and (5) such obligation shall not apply when the claim or liability arises from the negligent or intentional act or omission of Landlord, its employees, agents, or independent contractors.

8. INTERFERENCE.

(a) Where there are existing radio frequency user(s) on the Property, Landlord will provide Tenant, upon execution of this Agreement, with a list of all existing radio frequency user(s) on the Property to allow Tenant to evaluate the potential for interference. Tenant warrants that its use of the Premises will not interfere with existing radio frequency user(s) on the Property so disclosed by Landlord, as long as the existing radio frequency user(s) operate and continue to operate within their respective frequencies and in accordance with all applicable laws and regulations.

(b) Landlord will not grant, after the date of this Agreement, a lease, license or any other right to any third party for the use of the Property, if such use may in any way adversely affect or interfere with the Communication Facility, the operations of Tenant or the rights of Tenant under this Agreement. Landlord will notify Tenant in writing prior to granting any third party the right to install and operate communications equipment on the Property.

(c) Landlord will not use, nor will Landlord permit its employees, tenants, licensees, invitees, agents or independent contractors to use, any portion of the Property in any way which interferes with the Communication Facility, the operations of Tenant or the rights of Tenant under this Agreement. Landlord will cause such interference to cease within twenty-four (24) hours after receipt of notice of interference from Tenant. In the event any such interference does not cease within the aforementioned cure period, Landlord shall cease all operations which are suspected of causing interference (except for intermittent testing to determine the cause of such interference) until the interference has been corrected.

(d) For the purposes of this Agreement, "interference" may include, but is not limited to, any use on the Property or Surrounding Property that causes electronic or physical obstruction with, or degradation of, the communications signals from the Communication Facility.

(e) Landlord may reasonably require relocation of the Communication Facility or portions thereof to another location on the Tower or to a different tower owned by Landlord to assure security or to satisfy any reasonable concern. If Tenant unreasonably refuses such a relocation, Landlord may terminate the Lease.

9. INDEMNIFICATION.

(a) Tenant agrees to indemnify, defend and hold Landlord harmless from and against any and all injury, loss, damage or liability (or any claims in respect of the foregoing), costs or expenses (including reasonable attorneys' fees and court costs) arising directly from the installation, use, maintenance, repair or removal of the Communication Facility or Tenant's breach of any provision of this Agreement, except to the extent attributable to the negligent or intentional act or omission of Landlord, its employees, agents or independent contractors.

10. WARRANTIES.

(a) Tenant and Landlord each acknowledge and represent that it is duly organized, validly existing and in good standing and has the right, power and authority to enter into this Agreement and bind itself hereto through the party set forth as signatory for the party below.

(b) Landlord represents, warrants and agrees that: (i) Landlord solely owns the Property as a legal lot in fee simple, or controls the Property by lease or license and solely owns the Tower; (ii) the Property is not and will not be encumbered by any liens, restrictions, mortgages, covenants, conditions, easements, leases, or any other

agreements of record which would adversely affect Tenant's Permitted Use and enjoyment of the Premises under this Agreement; (iii) Landlord does not have in its possession, nor is it aware of any unrecorded instrument that would constitute a lien, restriction or other encumbrance on the property; (iv) as long as Tenant is not in default then Landlord grants to Tenant sole, actual, quiet and peaceful use, enjoyment and possession of the Premises; (v) Landlord's execution and performance of this Agreement will not violate any laws, ordinances, covenants or the provisions of any mortgage, lease or other agreement binding on Landlord; and (vi) if the Property is or becomes encumbered by a deed to secure a debt, mortgage or other security interest, Landlord will provide promptly to Tenant a mutually agreeable subordination, non-disturbance and attornment agreement.

11. ENVIRONMENTAL.

(a) Landlord represents and warrants, except as may be identified in **Exhibit 11** attached to this Agreement, (i) the Property, as of the date of this Agreement, is free of hazardous substances, including asbestos-containing materials and lead paint, and (ii) the Property has never been subject to any contamination or hazardous conditions resulting in any environmental investigation, inquiry or remediation. Landlord and Tenant agree that each will be responsible for compliance with any and all applicable governmental laws, rules, statutes, regulations, codes, ordinances, or principles of common law regulating or imposing standards of liability or standards of conduct with regard to protection of the environment or worker health and safety, as may now or at any time hereafter be in effect, to the extent such apply to that party's activity conducted in or on the Property

(b) Tenant agrees to hold harmless and indemnify Landlord from, and to assume all duties, responsibilities and liabilities at the sole cost and expense of the indemnifying party 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 ("**Claims**"), to the extent arising from that party's breach of its obligations or representations under Section 11(a). Tenant agrees to hold harmless and indemnify Landlord from, and to assume all duties, responsibilities and liabilities at the sole cost and expense of Tenant for, payment of penalties, sanctions, forfeitures, losses, costs or damages, and for responding to any Claims, to the extent arising from hazardous substances brought onto the Property by Tenant. In no matter will Tenant be responsible for any Claims as the direct result of environmental matters attributable to the negligent or intentional act or omission of Landlord, its employees, agents or independent contractors.

(c) If during the Term of this Agreement, the Property is conveyed to a successor landlord that is not a public body corporate and politic constituting an instrumentality of the State of Georgia and not otherwise protected by limitations of liability deriving from the doctrine of sovereign immunity (the "**Successor Landlord**"), from and after such transfer, if any, the Successor Landlord shall defend, indemnify and hold Tenant harmless from and against any and all claims, causes of action, demands and liability including, but not limited to, damages, costs, expenses, assessments, penalties, fines, losses, judgments and attorneys' fees that Tenant may suffer due to the existence or discovery of any hazardous substance on the Property or the migration of any hazardous substance that is caused by or result from the Successor Landlord's activities on the Property. In no event and under no circumstance shall Landlord have any obligation or covenant whatsoever to indemnify Tenant or any other party or hold Tenant or any other party harmless.

(d) The indemnifications of this Section 11 specifically include reasonable costs, expenses and fees incurred in connection with any investigation of Property conditions or any clean-up, remediation, removal or restoration work required by any governmental authority. The provisions of this Section 11 will survive the expiration or termination of this Agreement.

(e) In the event Tenant becomes aware of any hazardous materials on the Property, or any environmental, health or safety condition or matter relating to the Property, that, in Tenant's sole determination, renders the condition of the Premises or Property unsuitable for Tenant's use, or if Tenant believes that the leasing or continued leasing of the Premises would expose Tenant to undue risks of liability to a government agency or third party, Tenant will have the right, in addition to any other rights it may have at law or in equity, to terminate this Agreement upon written notice to Landlord.

12. Intentionally Deleted

13. **REMOVAL/RESTORATION.** All portions of the Communication Facility brought onto the Property by Tenant will be and remain Tenant's personal property and, at Tenant's option, may be removed by Tenant at any time during the Term. Landlord covenants and agrees that no part of the Communication Facility constructed, erected or placed on the Premises by Tenant will become, or be considered as being affixed to or a part of, the Property, it being the specific intention of Landlord that all improvements of every kind and nature constructed, erected or placed by Tenant on the Premises will be and remain the property of Tenant and may be removed by Tenant at any time during the Term. Within one hundred twenty (120) days of the termination of this Agreement, Tenant will remove all of Tenant's above-ground improvements and Tenant will, to the extent reasonable, restore the Premises to its condition at the commencement of this Agreement, reasonable wear and tear and loss by casualty or other causes beyond Tenant's control excepted. Notwithstanding the foregoing, Tenant will not be responsible for the replacement of any trees, shrubs or other vegetation, nor will Tenant be required to remove from the Premises or the Property any structural steel or any foundations or underground utilities.

14. **MAINTENANCE/UTILITIES.**

(a) Tenant will keep and maintain the Premises in good condition, reasonable wear and tear and damage from the elements excepted. Landlord will maintain and repair the Property and access thereto, the Tower, and all areas of the Premises where Tenant does not have exclusive control, in good and tenantable condition, subject to reasonable wear and tear and damage from the elements. Landlord will be responsible for maintenance of landscaping on the Property, including any landscaping installed by Tenant as a condition of this Agreement or any required permit.

(b) Tenant will be responsible for paying on a monthly or quarterly basis all utilities charges for electricity, telephone service or any other utility used or consumed by Tenant on the Premises. In the event Tenant cannot secure its own metered electrical supply, Tenant will have the right, at its own cost and expense, to submeter from Landlord. When submetering is required under this Agreement, Landlord will read the meter and provide Tenant with an invoice and usage data on a monthly basis. Landlord agrees that it will not include a markup on the utility charges. Landlord further agrees to provide the usage data and invoice on forms provided by Tenant and to send such forms to such address and/or agent designated by Tenant. Tenant will remit payment within forty-five (45) days of receipt of the usage data and required forms. If Tenant submeters electricity from Landlord, Landlord agrees to give Tenant at least twenty-four (24) hours advanced notice of any planned interruptions of said electricity. Landlord acknowledges that Tenant provides a communication service which requires electrical power to operate and must operate twenty-four (24) hours per day, seven (7) days per week. If the interruption is for an extended period of time, in Tenant's reasonable determination, Landlord agrees to allow Tenant the right to bring in a temporary source of power for the duration of the interruption. Landlord will not be responsible for interference with, interruption of or failure, beyond the reasonable control of Landlord, of such services to be furnished or supplied by Landlord.

(c) Landlord hereby grants to any utility company providing utility services to Tenant an easement over the Property, from an open and improved public road to the Premises, and upon the Premises, for the purpose of constructing, operating and maintaining such lines, wires, circuits, and conduits, associated equipment cabinets and such appurtenances thereto, as such utility companies may from time to time require in order to provide such services to the Premises. Upon Tenant's or a utility company's request, Landlord will execute a separate recordable easement evidencing this grant, at no cost to Tenant or the public utility.

15. **DEFAULT AND RIGHT TO CURE.**

(a) The following will be deemed a default by Tenant and a breach of this Agreement: (i) non-payment of Rent if such Rent remains unpaid for more than thirty (30) days after receipt of written notice from Landlord of such failure to payor (ii) Tenant's failure to perform any other term or condition under this Agreement within forty-five (45) days after receipt of written notice from Landlord specifying the failure. No such failure, however, will be deemed to exist if Tenant has commenced to cure such default within such period and provided that such efforts are prosecuted to completion with reasonable diligence, except for non-payment of Rent. Delay in curing a default will be excused if due to causes beyond the reasonable control of Tenant. If Tenant remains in default beyond any

applicable cure period, Landlord will have the right to exercise any and all rights and remedies available to it under law and equity.

(b) The following will be deemed a default by Landlord and a breach of this Agreement: (i) failure to provide access to the Premises or to cure an interference problem within twenty-four (24) hours after receipt of written notice of such default; or (ii) Landlord's failure to perform any term, condition or breach of any warranty or covenant under this Agreement within forty-five (45) days after receipt of written notice from Tenant specifying the failure. No such failure, however, will be deemed to exist if Landlord has commenced to cure the default within such period and provided such efforts are prosecuted to completion with reasonable diligence. Delay in curing a default will be excused if due to causes beyond the reasonable control of Landlord. If Landlord remains in default beyond any applicable cure period, Tenant will have: (i) the right to cure Landlord's default and to deduct the costs of such cure from any monies due to Landlord from Tenant, and (ii) any and all other rights available to it under law and equity.

16. ASSIGNMENT/SUBLEASE. Tenant will have the right to assign, sell or transfer its interest under this Agreement without the approval or consent of Landlord, to Tenant's Affiliate or to any entity which acquires all or substantially all of the Tenant'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. Tenant shall notify Landlord in writing prior to execution of any assignment document. Upon notification to Landlord of such assignment, transfer or sale, Tenant will be relieved of all future performance, liabilities and obligations under this Agreement. Tenant shall have the right to sublease the Premises, in whole or in part, without Landlord's consent. Tenant may not otherwise assign this Agreement without Landlord's consent, Landlord's consent not to be unreasonably withheld, conditioned or delayed.

17. NOTICES.

(a) All notices, requests, demands and communications hereunder will be given by first class certified or registered mail, return receipt requested, or by a nationally recognized overnight courier, postage prepaid, to be effective when properly sent and received, refused or returned undelivered. Notices will be addressed to the parties as follows:

If to Tenant: New Cingular Wireless PCS, LLC
Attn: Network Real Estate Administration
Re: Cell Site #: N009076; Cell Site Name: AT330/MORGAN FALLS/FUCO (GA)
Fixed Asset No: 10081293
12555 Cingular Way, Suite 1300
Alpharetta, GA 30004

and

New Cingular Wireless PCS, LLC
Attn.: Legal Department
Re: Cell Site #: N009076; Cell Site Name: AT330/MORGAN FALLS/FUCO (GA)
Fixed Asset No: 10081293
1025 Lenox Park Blvd., NE, Suite 5D23
Atlanta, GA 30319-5309

A copy sent to the Legal Department is an administrative step which alone does not constitute legal notice.

If to Landlord: Fulton County, Georgia
141 Pryor Street, S.W. Suite 8021
Atlanta, GA 30303

and

County Attorney
Fulton County, Georgia
141 Pryor Street, S.W. Suite 4038
Atlanta, GA 30303

and
County Manager
Fulton County, Georgia
141 Pryor Street, S.W. Suite 10067
Atlanta, GA 30303

Either party hereto may change the place for the giving of notice to it by thirty (30) days' prior written notice to the other as provided herein.

(b) In the event of a change in ownership, transfer or sale of the Property, within ten (10) days of such transfer, Landlord or its successor will send the documents listed below in this subsection (b) to Tenant. Until Tenant receives all such documents, Tenant shall not be responsible for any failure to make payments under this Agreement and reserves the right to hold payments due under this Agreement. This Agreement shall not prevent the sale of the Property by the Landlord, provided that any such sale shall be subject to the terms and conditions of the Lease.

- i. Old deed to Property
- ii. New deed to Property
- iii. Bill of Sale or Transfer
- iv. Copy of current Tax Bill
- v. New IRS Form W-9
- vi. Completed and Signed AT&T Payment Direction Form
- vii. Full contact information for new Landlord including all phone number(s)

18. **CONDEMNATION.** In the event Landlord receives notification of any condemnation proceedings affecting the Property, Landlord will provide notice of the proceeding to Tenant within forty-eight (48) hours. If a condemning authority takes all of the Property, or a portion sufficient, in Tenant's sole determination, to render the Premises unsuitable for Tenant, this Agreement will terminate as of the date the title vests in the condemning authority. The parties will each be entitled to pursue their own separate awards in the condemnation proceeds, which for Tenant will include, where applicable, the value of its Communication Facility, moving expenses, prepaid Rent, and business dislocation expenses. Tenant will be entitled to reimbursement for any prepaid Rent on a prorata basis.

19. **CASUALTY.** Landlord will provide notice to Tenant of any casualty or other harm affecting the Property within forty-eight (48) hours of such casualty or other harm becoming known to the Landlord.. If any part of the Communication Facility or Property is damaged by casualty or other harm as to render the Premises unsuitable, in Tenant's sole determination, then Tenant may terminate this Agreement by providing written notice to Landlord, which termination will be effective as of the date of such casualty or other harm. Upon such termination, Tenant will be entitled to collect all insurance proceeds payable to Tenant on account thereof and to be reimbursed for any prepaid Rent on a prorata basis. Landlord agrees to permit Tenant to place temporary transmission and reception facilities on the Property, but only until such time as Tenant is able to activate a replacement transmission facility at another location; notwithstanding the termination of this Agreement, such temporary facilities will be governed by all of the terms and conditions of this Agreement, including Rent. If Landlord or Tenant undertakes to rebuild or restore the Premises and/or the Communication Facility, as applicable, Landlord agrees to permit Tenant to place temporary transmission and reception facilities on the Property at no additional Rent until the reconstruction of the Premises and/or the Communication Facility is completed. If Landlord determines not to rebuild or restore the Premises, Landlord will notify Tenant of such determination within thirty (30) days after the casualty or other harm.

If Landlord does not so notify Tenant, then Landlord will promptly rebuild or restore the Premises to substantially the same condition as existed before the casualty or other harm. Landlord agrees that the Rent shall be abated until the Premises are rebuilt or restored, unless Tenant places temporary transmission and reception facilities on the Property.

20. WAIVER OF LANDLORD'S LIENS. Landlord waives any and all lien rights it may have, statutory or otherwise, concerning the Communication Facility or any portion thereof. The Communication Facility shall be deemed personal property for purposes of this Agreement, regardless of whether any portion is deemed real or personal property under applicable law; Landlord consents to Tenant's right to remove all or any portion of the Communication Facility from time to time in Tenant's sole discretion and without Landlord's consent.

21. TAXES. Landlord is a tax exempt governmental entity. Tenant shall be responsible for all taxes levied upon Tenant's leasehold improvements (including Tenant's equipment building) on the Premises.

22. SALE OF PROPERTY.

(a) Landlord shall not be prohibited from the selling, leasing or use of any of the Property except as provided below.

(b) If Landlord, at any time during the Term of this Agreement, decides to rezone or sell, subdivide or otherwise transfer all or any part of the Premises, or all or any part of the Property to a purchaser other than Tenant, Landlord shall promptly notify Tenant in writing, and such rezoning, sale, subdivision or transfer shall be subject to this Agreement and Tenant's rights hereunder. In the event the Property is transferred, the new landlord shall have a duty at the time of such transfer to provide Tenant with a completed IRS Form W-9, or its equivalent, and other related paperwork to effect a transfer in Rent to the new Landlord.

(c) In the event of a sale or lease of any area of the Property for the installation, operation or maintenance of other wireless communications facilities, Landlord agrees to work with Tenant to ensure the compatibility of all uses of the Property, specifically including radio frequency interference between telecommunications providers at the site.

(d) The provisions of this Section shall in no way limit or impair the obligations of Landlord under this Agreement, including interference and access obligations.

23. RENTAL STREAM OFFER. If at any time after the date of this Agreement, Landlord receives a bona fide written offer from a third party seeking an assignment of the rental stream associated with this Agreement ("Rental Stream Offer"), Landlord shall immediately furnish Tenant with a copy of the Rental Stream Offer. Tenant shall have the right within twenty (20) days after it receives such copy and representation to match the Rental Stream Offer and agree in writing to match the terms of the Rental Stream Offer. Such writing shall be in the form of a contract substantially similar to the Rental Stream Offer. If Tenant chooses not to exercise this right or fails to provide written notice to Landlord within the twenty (20) day period, Landlord may assign the rental stream pursuant to the Rental Stream Offer, subject to the terms of this Agreement.

24. MISCELLANEOUS.

(a) **Amendment/Waiver.** This Agreement cannot be amended, modified or revised unless done in writing and signed by Landlord and Tenant. No provision may be waived except in a writing signed by both parties. The failure by a party to enforce any provision of this Agreement or to require performance by the other party will not be construed to be a waiver, or in any way affect the right of either party to enforce such provision thereafter.

(b) **Memorandum/Short Form Lease.** Contemporaneously with the execution of this Agreement, the parties will execute a recordable Memorandum or Short Form of Lease substantially in the form attached as **Exhibit 24b**. Either party may record this Memorandum or Short Form of Lease at any time during the Term, in its absolute discretion. Thereafter during the Term of this Agreement, either party will, at any time upon fifteen (15) business days' prior written notice from the other, execute, acknowledge and deliver to the other a recordable Memorandum or Short Form of Lease

(c) **Intentionally Deleted**

(d) **Bind and Benefit.** The terms and conditions contained in this Agreement will run with the Property and bind and inure to the benefit of the parties, their respective heirs, executors, administrators, successors and assigns.

(e) **Entire Agreement.** This Agreement and the exhibits attached hereto, all being a part hereof, constitute the entire agreement of the parties hereto and will supersede all prior offers, negotiations and agreements with respect to the subject matter of this Agreement. Exhibits are numbered to correspond to the Section wherein they are first referenced. The parties hereto specifically acknowledge and agree that as of the Effective Date hereof, the Original Lease is hereby superseded and replaced in its entirety by this Agreement and is of no further force and effect. The parties further acknowledge and agree that as of the Effective Date hereof, that certain Master Lease Agreement dated December 20, 1995 between Landlord and AT&T Wireless PCS, Inc. is also superseded and replaced in its entirety by this Agreement, and is of no further force and effect.

(f) **Governing Law.** This Agreement will be governed by the laws of the state in which the Premises are located, without regard to conflicts of law.

(g) **Interpretation.** Unless otherwise specified, the following rules of construction and interpretation apply: (i) captions are for convenience and reference only and in no way define or limit the construction of the terms and conditions hereof; (ii) use of the term "including" will be interpreted to mean "including but not limited to"; (iii) whenever a party's consent is required under this Agreement, except as otherwise stated in the Agreement or as same may be duplicative, such consent will not be unreasonably withheld, conditioned or delayed; (iv) exhibits are an integral part of this Agreement and are incorporated by reference into this Agreement; (v) use of the terms "termination" or "expiration" are interchangeable; (vi) reference to a default will take into consideration any applicable notice, grace and cure periods; (vii) to the extent there is any issue with respect to any alleged, perceived or actual ambiguity in this Agreement, the ambiguity shall not be resolved on the basis of who drafted the Agreement; and (viii) the singular use of words includes the plural where appropriate.

(h) **Affiliates.** All references to "Tenant" shall be deemed to include any Affiliate of Tenant using the Premises for any Permitted Use or otherwise exercising the rights of Tenant pursuant to this Agreement. "Affiliate" means with respect to a party to this Agreement, any person or entity that (directly or indirectly) controls, is controlled by, or under common control with, that party. "Control" of a person or entity means the power (directly or indirectly) to direct the management or policies of that person or entity, whether through the ownership of voting securities, by contract, by agency or otherwise.

(i) **Survival.** Any provisions of this Agreement relating to indemnification shall survive the termination or expiration hereof. In addition, any terms and conditions contained in this Agreement that by their sense and context are intended to survive the termination or expiration of this Agreement shall so survive.

(j) **W-9.** Landlord agrees to provide Tenant with a completed IRS Form W-9, or its equivalent, upon execution of this Agreement and at such other times as may be reasonably requested by Tenant.

(k) **No Electronic Signatures/No Option.** The submission of this Agreement to any party for examination or consideration does not constitute an offer, reservation of or option for the Premises based on the terms set forth herein. This Agreement will become effective as a binding Agreement only upon the handwritten legal execution, acknowledgment and delivery hereof by Landlord and Tenant.

(l) **Severability.** If any provision of this Agreement is held invalid, illegal or unenforceable by a court or agency of competent jurisdiction, (a) the validity, legality and enforceability of the remaining provisions of this Agreement are not affected or impaired in any way if the overall purpose of the Agreement is not rendered impossible and the original purpose, intent or consideration is not materially impaired; and (b) the parties shall negotiate in good faith in an attempt to agree to another provision (instead of the provision held to be invalid, illegal or unenforceable) that is valid, legal and enforceable and carries out the parties' intentions to the greatest lawful extent. If any such action or determination renders the overall performance of this Agreement impossible or materially impairs the original purpose, intent or consideration of this Agreement, and the parties are, despite the good faith efforts of each, unable to amend this Agreement to retain the original purpose, intent and consideration in compliance with that court or agency determination, either party may terminate this Agreement upon sixty (60) days' prior written notice to the other party.

(m) **Counterparts.** This Agreement may be executed in two (2) or more counterparts, all of which shall be considered on and the same agreement and shall become effective when one or more counterparts have been signed by each of the parties. All parties need not sign the same counterpart.

(n) **No Estate in Land.** This Agreement shall create the relationship of Landlord and Tenant between the parties hereto; no estate shall pass out of Landlord. Tenant has only a usufruct, not subject to levy and sale, and not assignable by Tenant except as provided in Section 16 herein.

25. LANDLORD'S LIABILITY FOR MARKING AND LIGHTING TOWER.

(a) Landlord represents, warrants and agrees that the Tower and the Property are and will remain during the term of this Agreement in compliance with all federal, state and local laws and regulations applicable to the Tower and the Property ("Legal Requirements"), including federal (including without limitation, Federal Aviation Administration ("FAA") and Federal Communications Commission ("FCC")), state and local marking, lighting, monitoring and any other regulatory obligations. Landlord's failure to comply with the foregoing obligations of this Section shall be a material default for which Tenant may terminate this Agreement upon written notice to Landlord. Such termination shall be effective after sixty (60) days and is subject to Landlord's coming into compliance with the applicable Legal Requirement. In the event Landlord does cure the violation within sixty (60) days, no such termination shall become effective. Landlord further acknowledges that, to the extent such Legal Requirements are applicable, it is subject to forfeitures assessed by the FCC, the FAA and/or any state or local regulatory agencies for violations of such rules and requirements. Landlord shall forward to Tenant a written copy of any notices of violation/apparent liability or forfeitures in connection with its regulatory obligations referenced in this Section within five (5) business days of receipt.

(b) If the Tower is subject to the FAA/FCC antenna Tower marking and lighting requirements, Landlord agrees (i) to allow Tenant to bridge into Landlord's automatic alarm system ("Alarm") which monitors the lighting of the Tower so as to permit a parallel alarm system and Tenant shall be permitted continuous access to make repairs and inspections to its bridge, or (ii) if Landlord currently does not have an Alarm, to cause to be installed such an Alarm which can accommodate a bridge-in by Tenant, at Landlord's cost and expense, and to allow Tenant, at Tenant's own cost and expense, to bridge into the Alarm and for Tenant to have continuous access to make repairs and inspections to its bridge. Landlord, at its own expense, shall be responsible for the monitoring and for maintaining the Alarm in good operating condition as required by any and all Legal Requirements. Tenant shall, at its own expense, be responsible for the maintenance and repair of its bridge.

(c) Nothing contained herein shall obligate Tenant to maintain Landlord's Alarm and Landlord acknowledges that it, and not Tenant, shall be solely liable and responsible for compliance with all such antenna Tower marking and lighting requirements. Furthermore, should Tenant be cited by any agency with regulatory authority over the Tower because the Tower is not in compliance, Tenant may terminate this Agreement upon written notice to Landlord. Such termination shall be effective after sixty (60) days and is subject to Landlord's coming into compliance with the applicable Legal Requirement. In the event Landlord does cure the violation within sixty (60) days, no such termination shall become effective.

(d) If for any reason, Landlord fails to maintain any required marking and/or lighting on the Tower, and Tenant has reason to believe that the Tower is not in compliance with the applicable regulations, Landlord acknowledges and agrees that Tenant may (i) notify Landlord, any Landlord site management company and the FCC thereof; and (ii) notwithstanding any other provision of this Agreement, take immediate corrective action to not take longer than forty eight (48) hours from notice to ensure that the Tower is brought into compliance and deduct the cost of such corrective action from any monies due to Landlord from Tenant.

IN WITNESS WHEREOF, the parties have caused this Agreement to be effective as of the last date written below.

WITNESSES:

"LANDLORD"

FULTON COUNTY,
a political subdivision of the State of Georgia

By: _____

John Eaves, Chairman
Board of Commissioners

Attest: _____

Mark Massey
Clerk of Commission



Approved as to form

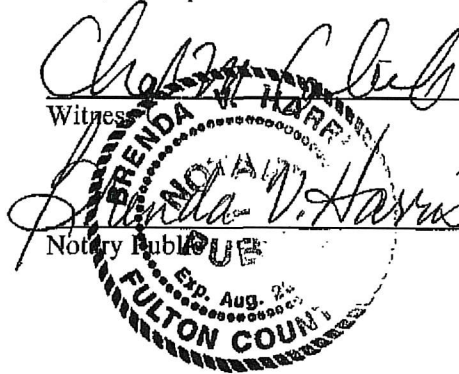
By: _____

Office of the County Attorney

Signed, sealed and delivered
this the 17th day of November,
2010, in the presence of:

Witness

Notary Public



"TENANT"

New Cingular Wireless PCS, LLC,
a Delaware limited liability company

By: AT&T Mobility Corporation
Its: Manager

By: _____

Print Name: Terry R. Kilgore

Its: Area Mgr. Const. & Engrg.

Date: 7-28-10

[ACKNOWLEDGMENTS APPEAR ON THE NEXT PAGE]

ITEM #

10-1114

RCS

11/03/10

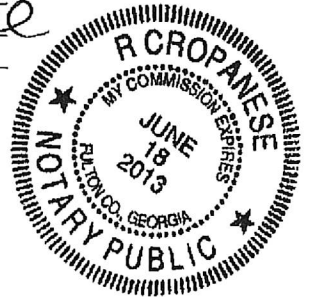
RECESS MEETING

TENANT ACKNOWLEDGMENT

STATE OF Georgia)
COUNTY OF Fulton) SS:

On the 28th day of July in the year 2013 before me, the undersigned, a notary public in and for said state, personally appeared Terry R. Kilgore, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(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 capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s) or the person upon behalf of which the individual(s) acted, executed the instrument.

R. Cropanese
Notary Public: R. Cropanese
My Commission Expires: 06/18/2013



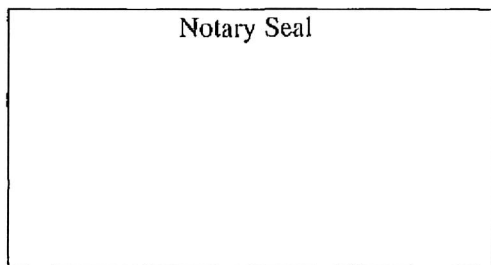
LANDLORD ACKNOWLEDGMENT

REPRESENTATIVE CAPACITY

STATE OF _____)
COUNTY OF _____) SS.

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that said person signed this instrument, on oath stated that said person was authorized to execute the instrument and acknowledged it as the _____ of _____, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: _____



(Signature of Notary)

(Legibly Print or Stamp Name of Notary)

Notary Public in and for the State of _____

My appointment expires: _____

EXHIBIT 1

DESCRIPTION OF PREMISES

Page 1 of 2 .

to the Agreement dated _____, 20____, by and between Fulton County, Georgia, a political subdivision of the State of Georgia, as Landlord, and New Cingular Wireless PCS, LLC, a Delaware limited liability company, as Tenant.

The Premises are described and/or depicted as follows:

[Continued on Following Page]

Notes:

1. THIS EXHIBIT MAY BE REPLACED BY A LAND SURVEY AND/OR CONSTRUCTION DRAWINGS OF THE PREMISES ONCE RECEIVED BY TENANT.
2. ANY SETBACK OF THE PREMISES FROM THE PROPERTY'S BOUNDARIES SHALL BE THE DISTANCE REQUIRED BY THE APPLICABLE GOVERNMENTAL AUTHORITIES.
3. WIDTH OF ACCESS ROAD SHALL BE THE WIDTH REQUIRED BY THE APPLICABLE GOVERNMENTAL AUTHORITIES, INCLUDING POLICE AND FIRE DEPARTMENTS.
4. THE TYPE, NUMBER AND MOUNTING POSITIONS AND LOCATIONS OF ANTENNAS AND TRANSMISSION LINES ARE ILLUSTRATIVE ONLY. ACTUAL TYPES, NUMBERS AND MOUNTING POSITIONS MAY VARY FROM WHAT IS SHOWN ABOVE.

EXHIBIT 11

ENVIRONMENTAL DISCLOSURE

Landlord represents and warrants that the Property, as of the date of this Agreement, is free of hazardous substances except as follows:

1. NONE.

EXHIBIT 24b

MEMORANDUM OF LEASE

[FOLLOWS ON NEXT PAGE]

MEMORANDUM OF LEASE

Prepared by:

BlackDot Wireless PCS, LLC
27271 Las Ramblas, 2nd Floor
Mission Viejo, CA 92691

Return to:

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

Re: Cell Site # N009076; Cell Site Name: AT330/MORGAN FALLS/FUCO
Fixed Asset Number: 10081293
State: Georgia
County: Fulton

MEMORANDUM OF LEASE

This Memorandum of Lease is entered into on this ____ day of _____, 20 __, by and between Fulton County, Georgia, a political subdivision of the State of Georgia, having a mailing address of 141 Pryor Street, S.W. Suite 8021, Atlanta, GA 30303 (hereinafter referred to as "**Landlord**") and New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address of 12555 Cingular Way, Suite 1300, Alpharetta, GA 30004 (hereinafter referred to as "**Tenant**").

1. Landlord and Tenant entered into a certain Lease Agreement ("**Agreement**") on the ____ day of _____, 20 __, for the purpose of installing, operating and maintaining a communications facility and other improvements. All of the foregoing is set forth in the Agreement.
2. The initial lease term will be five (5) years ("**Initial Term**") commencing as of March 15, 2006, with one (1) successive five (5) year option to renew.

The portion of the land being leased to Tenant (the "**Premises**") is described in **Exhibit 1** annexed hereto.

This Memorandum of Lease is not intended to amend or modify, and shall not be deemed or construed as amending or modifying, any of the terms, conditions or provisions of the Agreement, all of which are hereby ratified and affirmed. In the event of a conflict between the provisions of this Memorandum of Lease and the provisions of the Agreement, the provisions of the Agreement shall control. The Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, successors, and assigns, subject to the provisions of the Agreement.

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

"LANDLORD"

FULTON COUNTY,
a political subdivision of the State of Georgia

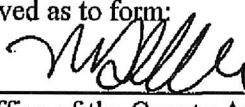
By: _____
John Eaves, Chairman
Board of Commissioners

Attest: _____
Mark Massey,
Clerk of Commission

Signed, sealed and delivered
2010, in the presence of:

Notary Public

Approved as to form:

By: 
Office of the County Attorney

"TENANT"

New Cingular Wireless PCS, LLC,
a Delaware limited liability company

By: AT&T Mobility Corporation
Its: Manager

By: _____
Print Name: _____
Its: _____
Date: _____

[ACKNOWLEDGMENTS APPEAR ON THE NEXT PAGE]

ITEM # 10-1114 RCS 11/03/10
RECESS MEETING

TENANT ACKNOWLEDGMENT

STATE OF _____)
) ss:
COUNTY OF _____)

On the ____ day of _____ in the year ____ before me, the undersigned, a notary public in and for said state, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(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 capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s) or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public: _____
My Commission Expires: _____

LANDLORD ACKNOWLEDGMENT

REPRESENTATIVE CAPACITY

STATE OF _____)
) SS.
COUNTY OF _____)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that said person signed this instrument, on oath stated that said person was authorized to execute the instrument and acknowledged it as the _____ of _____, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: _____.

Notary Seal

(Signature of Notary)

(Legibly Print or Stamp Name of Notary)
Notary Public in and for the State of _____
My appointment expires: _____

EXHIBIT 1

DESCRIPTION OF PREMISES

Page 1 of 2 .

to the Memorandum of Lease dated _____, 20____, by and between Fulton County, Georgia, a political subdivision of the State of Georgia, as Landlord, and, New Cingular Wireless PCS, LLC, a Delaware limited liability company, as Tenant.

The Premises are described and/or depicted as follows:

[Continued on Following Page]

Exh: b:4
page 2 of 2.

401 316

DATE: 6 - 27 - 96

OF 1

SKT

ARCHITECTURAL SERVICES, INC.
3040 BUSINESS PARK DRIVE, SUITE F,
NORCROSS, GEORGIA 30071

עלמה

WIRELESS SERVICES

AT&T



PROJECT NO. : 330 MORGAN FALLS - ROSWELL

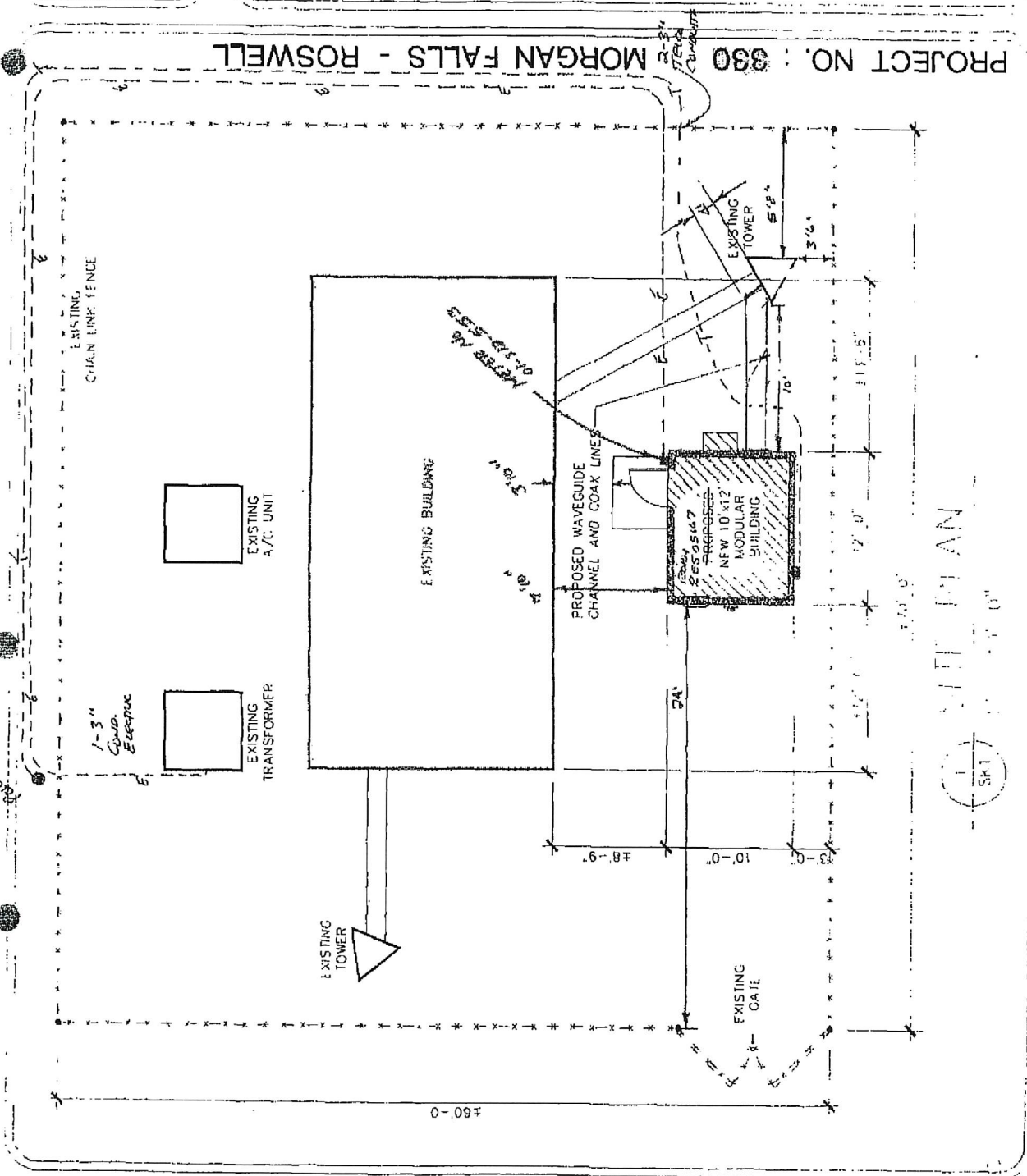
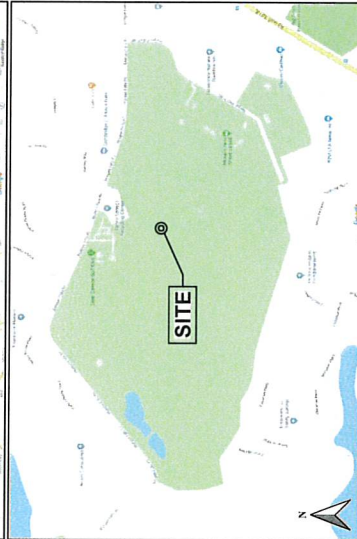
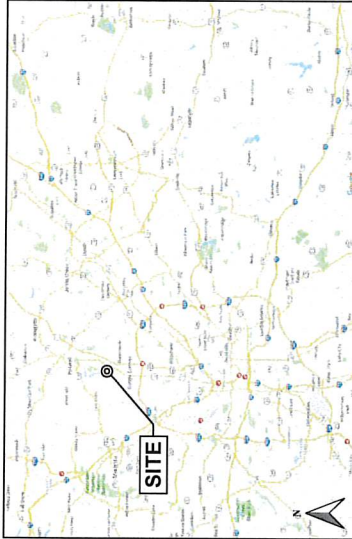


EXHIBIT “B”

TENNAT’S PROPOSED PLANS

[See attached]

PARCEL NUMBER: 17 007600010036



DRIVING DIRECTIONS

DIRECTIONS FROM ATLANTA
MERGE ONTO I-76 NB-85 N. KEEP LEFT AT THE FORK TO CONTINUE ON 456 N. FOLLOW SIGNS FOR INTERSTATE 85 N 2.8 MI. USE THE RIGHT 2 LANES TO TAKE EXIT 87 FOR GA-400 N TOWARD ROSWELL RD. 0.5 MI. TURN RIGHT ONTO ROSWELL RD. 0.5 MI. TURN RIGHT ONTO MORGAN FALLS RD 0.5 MI. TURN LEFT 243 FT. TURN RIGHT 13 FT.

DEPARTMENT	NAME/SIGNATURE	DATE
LAND OWNER/TOWER OWNER		
SITE ACQUISITION		
ZONING/PERMITTING		
A&E MANAGER		
CONSTRUCTION MANAGER		
RF ENGINEER		



CAUTION
WE URGE YOU TO CALL 811 BEFORE ANY EXCAVATION OR DRILLING. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO CALL 811 TO LOCATE ALL UTILITIES BEFORE ANY EXCAVATION OR DRILLING. IF THE CONTRACTOR DOES NOT CALL 811, THE CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO UTILITIES OR PERSONAL INJURY OR DEATH. THE CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO UTILITIES OR PERSONAL INJURY OR DEATH.

FOR EMERGENCIES CALL: 911

AT&T SITE NUMBER

GA4336

AT&T SITE NAME

FUCO MORGAN FALLS

FA LOCATION CODE

10081293

SITE ADDRESS

460 MORGAN FALLS ROAD
ATLANTA, GA 30350

LTE C-BAND/5G NR/BBU ADD



Sheet #	Description
T-1	COVER SHEET
T-2	GENERAL NOTE
C-1	OVERALL SITE PLAN
C-2	PROPOSED EQUIPMENT PLAN
C-3	TOWER ELEVATION
C-3.1	ANTENNA COAX SCHEDULE
C-3.2	ANTENNA ORIENTATION
C-4	DC9 DETAILS
C-4.1	RF REQUIREMENTS FOR 700 B14 FIRSTNET, 700D B20 LICENSE PROTECT & 700 B12 ANTENNA SEPARATION
C-4.2	RF REQUIREMENTS
C-5	PLUMBING DIAGRAMS
C-5.1	PLUMBING DIAGRAMS CONTINUED
E-1	ABBREVIATIONS, ELECTRICAL, GROUNDING NOTE & WELD DETAILS
E-2	TYPICAL ANTENNA SCHEMATIC AND GROUNDING DIAGRAM
S-1	SPECIFICATION SHEET

PROJECT DATA

PROJECT DATA:
SITE NAME: FUCO MORGAN FALLS
SITE NUMBER: GA4336
FA LOCATION CODE: 10081293
SITE ADDRESS: 460 MORGAN FALLS ROAD ATLANTA, GA 30350
JURISDICTION: CITY OF SANDY SPRINGS
COUNTY: FULTON COUNTY
SITE DATA:
LONGITUDE: 33° 56' 01.59" NORTH
LATITUDE: 84° 22' 09.59" WEST
EXISTING TOWER TYPE: GUYED TOWER
EXISTING TOWER HEIGHT: 253' (AGL)
ANTENNA RAD CENTER: 253' (AGL)
DESIGN DATA:
ULTIMATE WIND SPEED: NOT APPLICABLE
BASIC WIND SPEED: 107 MPH (3 SECOND GUST)
RISK CATEGORY: C
RISK CATEGORY: II

ALL CONSTRUCTION SPECIFIED ON DOCUMENTS SUBMITTED FOR BUILDING PERMIT SHALL COMPLY WITH THE REQUIREMENTS OF THE LOCAL JURISDICTION.

CONSTRUCTION CODES:
1. AMENDMENTS.
2. INTERNATIONAL BUILDING CODE: 2018 EDITION WITH 2020 & 2022 GEORGIA AMENDMENTS.

3. INTERNATIONAL MECHANICAL CODE: 2018 EDITION WITH 2020 GEORGIA AMENDMENTS.
4. INTERNATIONAL ELECTRIC CODE: 2020 EDITION WITH 2020 GEORGIA AMENDMENTS.
5. INTERNATIONAL PLUMBING CODE: 2018 EDITION WITH 2020 & 2022 GEORGIA AMENDMENTS.

6. GEORGIA EROSION AND SEDIMENTATION ACT OF 1975, THIRD EDITION, 1992.
7. STRUCTURAL STANDARDS FOR STEEL ANTENNA TOWERS AND ANTENNA SUPPORTING STRUCTURES (TIA-222-H).

PROVIDENCE
REAL ESTATE CONSULTING, INC.
Integrity • Commitment • Quality
4440 Tuck Road, Lawrenceville, GA 30042
(770) 852-2471

PROJECT MANAGER:
PROVIDENCE
REAL ESTATE CONSULTING, INC.
Integrity • Commitment • Quality
4440 Tuck Road, Lawrenceville, GA 30042
(770) 852-2471



PROJECT:
FUCO MORGAN FALLS
GA4336
460 MORGAN FALLS ROAD
ATLANTA, GA 30350
DEVELOPER:
AT&T

REVISIONS	DATE
Rev A	07/13/2022
Rev B	08/29/2022
Rev C	09/28/2022
Rev D	09/28/2022

ISSUED FOR: CONSTRUCTION
PROJECT MANAGER: JM
DRAWING BY: JMC
DATE: 09/28/2022
TITLE:

COVER SHEET

SHEET NUMBER	T-1
DATE	09/28/2022

GENERAL NOTES:

1. ALL REFERENCES TO OWNER HEREIN SHALL BE CONSTRUED TO MEAN THE CITY OF ATLANTA'S DESIGNATED REPRESENTATIVE.
2. ANY WORK NOT SHOWN ON THESE DRAWINGS MUST BE COMPLETED BY THE CONTRACTOR IN ACCORDANCE WITH THE CITY OF ATLANTA'S DESIGNATED REPRESENTATIVE'S REQUIREMENTS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND NOTIFICATIONS FROM THE CITY OF ATLANTA'S DESIGNATED REPRESENTATIVE.
3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND NOTIFICATIONS FROM THE CITY OF ATLANTA'S DESIGNATED REPRESENTATIVE.
4. ALL WORK SHALL BE ACCORDING TO THE CITY OF ATLANTA'S DESIGNATED REPRESENTATIVE'S REQUIREMENTS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND NOTIFICATIONS FROM THE CITY OF ATLANTA'S DESIGNATED REPRESENTATIVE.
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UTILITIES:

1. CONTRACTOR SHALL CONTACT A SURFACE UTILITY LOCATOR FOR LOCATION OF EXISTING UTILITIES PRIOR TO COMMENCEMENT OF ANY CONSTRUCTION ACTIVITIES. LOCATION OF EXISTING SEWER, WATER, GAS, AND OTHER UTILITIES SHALL BE SHOWN ON THE PLANS AND IN THE FIELD. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THE LOCATION OF EXISTING UTILITIES PRIOR TO COMMENCEMENT OF ANY CONSTRUCTION ACTIVITIES.
2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND NOTIFICATIONS FROM THE CITY OF ATLANTA'S DESIGNATED REPRESENTATIVE.
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STRUCTURAL STEEL NOTES:

1. STRUCTURAL STEEL SHALL CONFORM TO THE LATEST EDITION OF THE AISC SPECIFICATION FOR STRUCTURAL STEEL. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND NOTIFICATIONS FROM THE CITY OF ATLANTA'S DESIGNATED REPRESENTATIVE.
2. STRUCTURAL STEEL SHALL CONFORM TO THE LATEST EDITION OF THE AISC SPECIFICATION FOR STRUCTURAL STEEL. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND NOTIFICATIONS FROM THE CITY OF ATLANTA'S DESIGNATED REPRESENTATIVE.
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13. STRUCTURAL STEEL SHALL CONFORM TO THE LATEST EDITION OF THE AISC SPECIFICATION FOR STRUCTURAL STEEL. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND NOTIFICATIONS FROM THE CITY OF ATLANTA'S DESIGNATED REPRESENTATIVE.

MISCELLANEOUS:

1. ALL THREADED STRUCTURAL FASTENERS FOR ANTENNA SUPPORT ASSEMBLIES SHALL CONFORM TO ASTM A307 OR ASTM 36. ALL STRUCTURAL FASTENERS FOR STRUCTURAL STEEL FRAMING SHALL CONFORM TO ASTM A307. FASTENERS SHALL BE 9/16" DIA. BEARING TYPE CONNOR FASTENERS. ALL FASTENERS SHALL BE GALVANIZED UNLESS OTHERWISE NOTED. ALL ANCHORS INTO CONCRETE SHALL BE STAINLESS STEEL.
2. THE CONTRACTOR SHALL FURNISH ALL CONNECTION HARDWARE INCLUDING THE CABLES. CONNECTION HARDWARE SHALL BE STAINLESS STEEL.
3. NORTH ARROW SHOWN ON PLANS REFERS TO TRUE NORTH. CONTRACTOR SHALL VERIFY NORTH AND NOTIFY CONSULTANT OF ANY DISCREPANCY BEFORE STARTING CONSTRUCTION.
4. PROVIDE LOCK WASHERS FOR ALL MECHANICAL CONNECTIONS FOR GROUND CONDUCTORS. USE STAINLESS STEEL HARDWARE THROUGHOUT.
5. THOROUGHLY REMOVE ALL PAINT AND CLEAN ALL DIRT FROM SURFACES MAKE ALL GROUND CONNECTIONS AS SHORT AND DIRECT AS POSSIBLE. AVOID SHARP BENDS. ALL BENDS TO BE A MIN. OF 8" RADIUS.

PERMITS:

1. CONTRACTOR SHALL SECURE ALL NECESSARY PERMITS FOR THIS PROJECT FROM ALL APPLICABLE GOVERNMENTAL AGENCIES. ANY FEES/EXPENSES FOR THESE PERMITS MUST BE INCLUDED IN THE BID.
2. ANY PERMITS THAT MUST BE OBTAINED SHALL BE THE CONTRACTOR'S RESPONSIBILITY. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND NOTIFICATIONS FROM THE CITY OF ATLANTA'S DESIGNATED REPRESENTATIVE.
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DEFORMED BILLET STEEL BARS WELDED WIRE FABRIC REINFORCING SHALL CONFORM TO ASTM A186.

8. THE FABRICATION AND ERECTION OF STRUCTURAL STEEL SHALL CONFORM TO THE LATEST AISC SPECIFICATIONS.
9. CONNECTIONS NOT FULLY DETAILED ON THESE PLANS SHALL BE DETAILED BY THE CONTRACTOR IN ACCORDANCE WITH AISC SPECIFICATIONS.
10. HOT-DIP GALVANIZE ITEMS SPECIFIED TO BE ZINC-COATED. AFTER 1531A 153M OR ASTM A 653A 63M, 680, AS APPLICABLE.
11. PAINT DAMAGED SURFACES WITH GALVANIZING REPAIR METHOD AND PAINT CONFORMING TO ASTM A 760 OR BY APPLICATION OF STOCK OR GALVANIZING CLEAN AREAS TO BE REPAIRED AND REMOVE SLAG FROM WELDS. HEAT SURFACES TO WHICH STOCK OR PASTE MATERIAL IS APPLIED WITH A TORCH TO A TEMPERATURE SUFFICIENT TO MELT THE OVER SURFACES TO BE COATED AND WELD COATED SURFACES UNIFORM.
12. CONTRACTOR SHALL FOLLOW THE MANUFACTURER'S SPECIFICATIONS INSTRUCTIONS/SPECIFICATIONS IF NO INFORMATION IS CONTAINED IN THESE PLANS OR IF THE MANUFACTURER'S SPECIFICATIONS ARE STRICTER.

FOR GROUNDING TO BUILDING FRAME AND HATCH PLATE GROUND BARS, USE A TWO-BOLT HOLE NEPA DRILLED CONNECTOR SUCH AS T&B 32007 OR APPROVED EQUAL.

8. FOR ALL EXTERNAL GROUND CONNECTIONS, CLAMPS AND CADWELDS, SUCH AS NO-COVIDE A BY T&B DRILLED CONNECTOR, SHALL BE MANAGED BY THE CONTRACTOR.
9. REMOVING ANY EXISTING RUST AND APPLYING COLD GALVANIZATION.
10. ALL COAXIAL CABLE WILL BE SECURED TO THE DESIGNED SUPPORT STRUCTURE AT DISTANCES NOT TO EXCEED 3" OR THE CABLE MANUFACTURER'S SPECIFICATIONS WHICHEVER IS LESS, WITH SUPPLIED STRUCTURAL REPORT.
11. THE COAXIAL ANTENNA CABLE INSTALLER SHALL BE RESPONSIBLE FOR PERFORMING AND SUPPLYING THREE (3) TYPE WRITTEN SWEEP TESTS (ANTENNA RETURN LOSS TEST). THIS TEST SHALL BE PERFORMED PRIOR TO FINAL ACCEPTANCE OF THE SITE.
12. ANTENNA CABLE LENGTHS HAVE BEEN DETERMINED BASED ON THESE PLANS. CABLE LENGTHS LISTED ARE APPROXIMATED AND ARE NOT GUARANTEED. ACTUAL CABLE LENGTHS VARY. CONTRACTOR MUST FIELD VERIFY ANTENNA CABLE LENGTHS PRIOR TO ORDER.

PROVIDENCE
REAL ESTATE CONSULTING, INC.
Integrity • Commitment • Quality
4445 Tuck Road, Loganville, GA 30052
(770) 865-2472

PROVIDENCE
REAL ESTATE CONSULTING, INC.
Integrity • Commitment • Quality
4445 Tuck Road, Loganville, GA 30052
(770) 865-2472

SEAL:

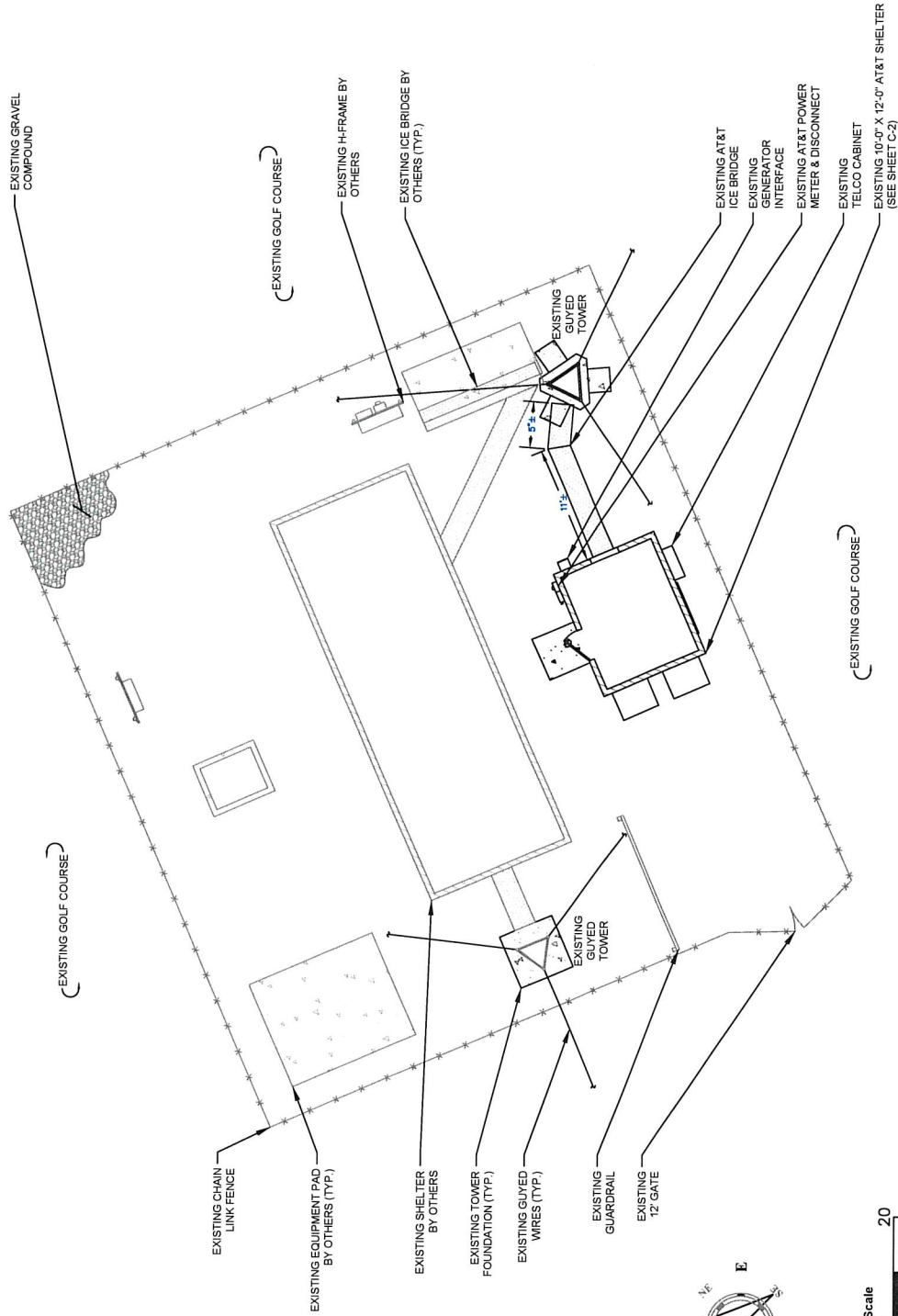
JUSTIN TYLER
REGISTERED PROFESSIONAL ENGINEER
STATE OF GEORGIA
NO. 1604330
04/23/22

PROJECT:
FUCO MORGAN FALLS
GA4336
460 MORGAN FALLS ROAD
ATLANTA, GA 30350
DEVELOPER:

REVISIONS	DATE
Rev0	07/13/2022
Rev1	08/29/2022
Rev1	09/05/2022
Rev2	09/29/2022

NOTE:

EXISTING SITE PLAN IS BASED ON INFORMATION OBTAINED FROM EXISTING AS-BUILT CONSTRUCTION DOCUMENTS BY JET TELECOM DATED 03/26/2021 AND A SITE VISIT BY PROVIDENCE DATED 02/24/2022. CONTRACTOR SHALL VERIFY EXISTING CONDITIONS AND NOTIFY ENGINEER OF ANY DISCREPANCIES.



OVERALL SITE PLAN

PROVIDENCE
REAL ESTATE CONSULTING, INC.
Integrity • Commitment • Quality
4440 Tech Road, Lawrenceville, GA 30043
(770) 885-2472

PROJECT MANAGER:
PROVIDENCE
REAL ESTATE CONSULTING, INC.
Integrity • Commitment • Quality
4440 Tech Road, Lawrenceville, GA 30043
(770) 885-2472

SEAL:



PROJECT:
FUCO MORGAN FALLS
GA44336
460 MORGAN FALLS ROAD
ATLANTA, GA 30350



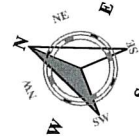
REVISIONS	DATE
RevA	07/13/2022
Rev0	08/29/2022
Rev1	09/06/2022
Rev2	09/26/2022

ISSUED FOR:	CONSTRUCTION
PROJECT MANAGER:	JM
DRAWING BY:	JMC
DATE:	09/26/2022
TITLE:	

OVERALL SITE PLAN

SHEET NUMBER:	C-1
JOB/FILE NUMBER:	
DATE/SCALE:	09/26/2022 11" X 17" Scale

EXISTING SITE PLAN IS BASED ON/OBTAINED FROM EXISTING AS-BUILT CONSTRUCTION DOCUMENTS BY JET-TELECOM DATED 03/25/2021 AND A SITE VISIT BY PROVIDENCE DATED 02/24/2022. CONTRACTOR TO VERIFY EXISTING CONDITIONS AND NOTIFY ENGINEER OF ANY DISCREPANCIES.



SCALE: 1" = 3'
(Scale in Feet)
11" X 17" Scale

NUMBER:

JOB/FILE NUMBER:

PROJECT MANAGER:
PROVIDENCE
REAL ESTATE CONSULTING, INC.
Integrity • Commitment • Quality
4447 Turn Road, Loganville, GA 30052

DEVELOPER:  AT&T

REVISIONS	DATE
RevA	07/13/2022
Rev0	08/29/2022
Rev1	09/06/2022
Rev2	09/28/2022

PROPOSED EQUIPMENT PLAN

1. THE EXISTING TOWER, FOUNDATION, ANTENNA MOUNTS AND ANTENNAS WERE DESIGNED BY OTHERS.
2. THE TOWER ELEVATION SHOWN IS PROVIDED FOR REFERENCE ONLY.
3. ADDITIONAL EXISTING ANTENNAS AND MOUNTS NOT SHOWN FOR CLARITY.
4. TOWER STRUCTURAL ANALYSIS WAS COMPLETED BY FORESIGHT GROUP DATED 06/17/2022. PROVIDENCE ACCEPTS NO RESPONSIBILITY FOR THE STRUCTURAL CAPACITY OF THE TOWER AND ANTENNAS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE STRUCTURAL CAPACITY OF THE TOWER AND ANTENNAS. ANALYSIS IS NOT TO BE CONFLICT WITH THE PROVISIONS OF THE STRUCTURAL ANALYSIS REPORT FOR INSTALLATION OF THE TOWER AND ANTENNAS.
5. STRUCTURAL ANALYSIS OF AT&T ANTENNA MOUNTS WAS COMPLETED BY FORESIGHT GROUP DATED 07/14/2022.
6. CONTRACTOR TO FIELD VERIFY ANTENNA MOUNT CONFIGURATION AND PROVIDE MOUNTS OR ANTENNAS TO FIELD VERIFY ANTENNA MOUNT CONFIGURATION. ANTENNAS AND MOUNTING HARDWARE SHALL CONFORM TO DESIGN.
7. REQUIREMENTS PER BUILDING CODE AND STRUCTURAL STANDARDS FOR STEEL ANTENNAS, TOWERS AND ANTENNAS SUPPORTING STRUCTURES, BASIC WIND SPEED AND ULTIMATE DESIGN WIND SPEED AND BASIC SEISMIC DESIGN 1.1.
8. CONTRACTOR SHALL VERIFY EXISTING TOWER HEIGHTS AND EXISTING ANTENNA HEIGHTS WERE TAKEN FROM EXISTING TOWER SURVEY DATA. TOWER HEIGHTS WILL CONFORM HEIGHT WITH AT&T REGULATORY COMPLIANCE.
9. CONTRACTOR IS RESPONSIBLE FOR VERIFYING EXISTING CONDITIONS AND IDENTIFY ANY EXISTING CONDITIONS THAT MAY AFFECT THE PROPOSED RELOCATION OF THE EXISTING ANTENNAS, TOWERS, ETC. AND DETERMINING TEMPORARY BRACING OR RELOCATION REQUIRED FOR EXISTING ANTENNAS, TOWERS, ETC. THE CONTRACTOR SHALL RESTORE ANY RELOCATED OR DISTURBED EXISTING PREVIOUS CONDITIONS.
10. CONTRACTOR SHALL MAINTAIN SEPARATION IN ACCORDANCE WITH AT&T'S FIRE NET REQUIREMENTS (SEE SHEET C-4.1).



COB/FILE NUMBER:

ANTENNA AND APPURTANCE SCHEDULE

ANTENNA MARK	SECTOR	ANTENNA MAKE/MODEL	ANTENNA QUANTITY	ANTENNA AZIMUTH	RAD CENTER	RRU MAKE/MODEL	RRU QUANTITY	TW/FILTER MAKE/MODEL	TW/FILTER QUANTITY	SURGE PROTECTION MAKE/MODEL	SURGE PROTECTION QUANTITY	COAX/CABLE	COAX/CABLE QUANTITY
A1		COMMSCOPE SBJA-H4-1D85C-DL	1			RRUS-4478 B14 RRUS-32 B2	1	---	---			EXISTING COAX 1.56" CABLES	6
A2		COMMSCOPE SBJA-H4-1D85C-DL	1			RRUS-32 B2 RRUS-4426 B66	1	---	---			EXISTING 8 AWG DC POWER CABLES ³	6
A3	ALPHA	COMMSCOPE NNH4-55B-RFH4	1	30°	283°	RRUS-4448 B5B12 RRUS-32 B30	1	---	---	RAYCAP DC5-48-60-18-8F	1	EXISTING 6 AWG DC POWER CABLES ³	1
A4		---	---			---	---	---	---			EXISTING FIBER 36" CABLE	4
A5		ERICSSON AIR6448 B17D ERICSSON AIR6419 B17G	1			---	---	---	---				
B1		COMMSCOPE SBJA-H4-1D85C-DL	1			RRUS-4478 B14 RRUS-32 B2	1	---	---				
B2		COMMSCOPE SBJA-H4-1D85C-DL	1			RRUS-32 B2 RRUS-4426 B66	1	---	---				
B3	BETA	COMMSCOPE NNH4-55B-RFH4	1	160°	283°	RRUS-4448 B5B12 RRUS-32 B30	1	---	---	RAYCAP DC5-48-60-18-8F	1		
B4		---	---			---	---	---	---				
B5		ERICSSON AIR6448 B17D ERICSSON AIR6419 B17G	1			---	---	---	---			PROPOSED 4 AWG DC POWER CABLES	2
G1		COMMSCOPE SBJA-H4-1D85C-DL	1			RRUS-4478 B14 RRUS-32 B2	1	---	---			PROPOSED FIBER 0.36" CABLE	1
G2		COMMSCOPE SBJA-H4-1D85C-DL	1			RRUS-32 B2 RRUS-4426 B66	1	---	---				
G3	GAMMA	COMMSCOPE NNH4-55B-RFH4	1	270°	283°	RRUS-4448 B5B12 RRUS-32 B30	1	WCS-MFT-AMT	2	RAYCAP DC5-48-60-18-8F RAYCAP DC5-48-60-24-8C-8V	1		
G4		---	---			---	---	---	---				
G5		ERICSSON AIR6448 B17D ERICSSON AIR6419 B17G	1			---	---	---	---				
TOTAL			15				18		2		4		19

- BOLD TEXT DESIGNATES PROPOSED EQUIPMENT.
- ALL CABLES SHALL BE FIELD VERIFIED FOR SPECIFIC POSITIONS. CONTRACTORS TO FIELD VERIFY QUANTITIES AND SIZES OF EXISTING CABLES.
- CONTRACTOR TO VERIFY EXISTING CABLES MEET SPECIFIED SIZES.
- EXISTING CABLES TO BE REMOVED. CONTRACTOR TO ENSURE FINAL CABLE COUNTS MATCH ABOVE CHART.

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PROJECT:

FUCO MORGAN FALLS
GA4336
460 MORGAN FALLS ROAD
ATLANTA, GA 30350

DEVELOPER:



REVISIONS	DATE
Rev A	07/13/2022
Rev 0	09/29/2022
Rev 1	09/07/2022
Rev 2	09/28/2022

ISSUED FOR:	CONSTRUCTION
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ANTENNA COAX SCHEDULE

SHEET	C-3.1
NUMBER	
JOB FILE NUMBER:	
DATE PREPARED BY:	

- NOTES:**
- CONTRACTOR TO REFER TO NOTES ON SHEET C-3
 - REFER TO RFDS FOR ADDITIONAL INFO. VERIFY ALL MODEL NUMBERS AGAINST MOST CURRENT RFDS AND NOTIFY TURNING VENDOR IMMEDIATELY IF INACCURACIES ARE FOUND.
 - CONTRACTOR MUST PROVIDE ALL MATERIAL NECESSARY.
 - CONTRACTOR TO RETURN ALL EXISTING EQUIPMENT TO THE MA.
 - PROPOSED ANTENNAS TO BE MOUNTED IN ACCORDANCE WITH REQUIREMENTS OF MOUNT ANALYSIS. CONTRACTOR TO REFER TO AND COMPLY WITH MOUNT ANALYSIS COMPLETED BY FORESITE GROUP DATED 07/14/2022 PRIOR TO INSTALLATION OF EQUIPMENT ON TOWER.

- CONTRACTOR TO MOUNT ALL PROPOSED EQUIPMENT IN ACCORDANCE WITH MANUFACTURER SPECIFICATIONS.
- CONTRACTOR TO ENSURE PROPER SEPARATION IN ACCORDANCE WITH AT&T'S FIRST NET REQUIREMENTS BY RELOCATING AS NEEDED (SEE SHEET C-4.1)
- THE BELOW VIEWS ARE BASED ON THE PREVIOUSLY PROVIDED DOCUMENTS. CONTRACTOR TO VERIFY ALL DIMENSIONS TO ENSURE PROPER SPACING PER AT&T REQUIREMENTS.
- PER PREVIOUS DOCUMENTATION, THE MOUNT HAS 12-6" FACES. THE BELOW DIMENSIONS ARE BASED ON THAT ASSUMPTION.

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SCALE:



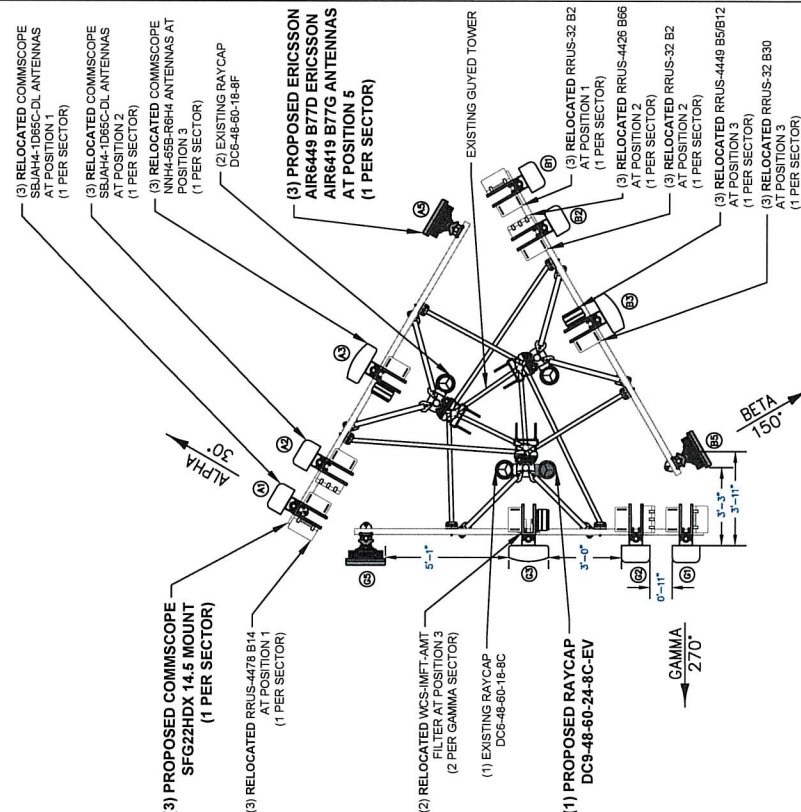
PROJECT:
FUCO MORGAN FALLS
GA4336
480 MORGAN FALLS ROAD
ATLANTA, GA 30350
DEVELOPER:
AT&T

REVISIONS	DATE
Rev A	07/13/2022
Rev B	08/29/2022
Rev C	09/02/2022
Rev D	09/02/2022

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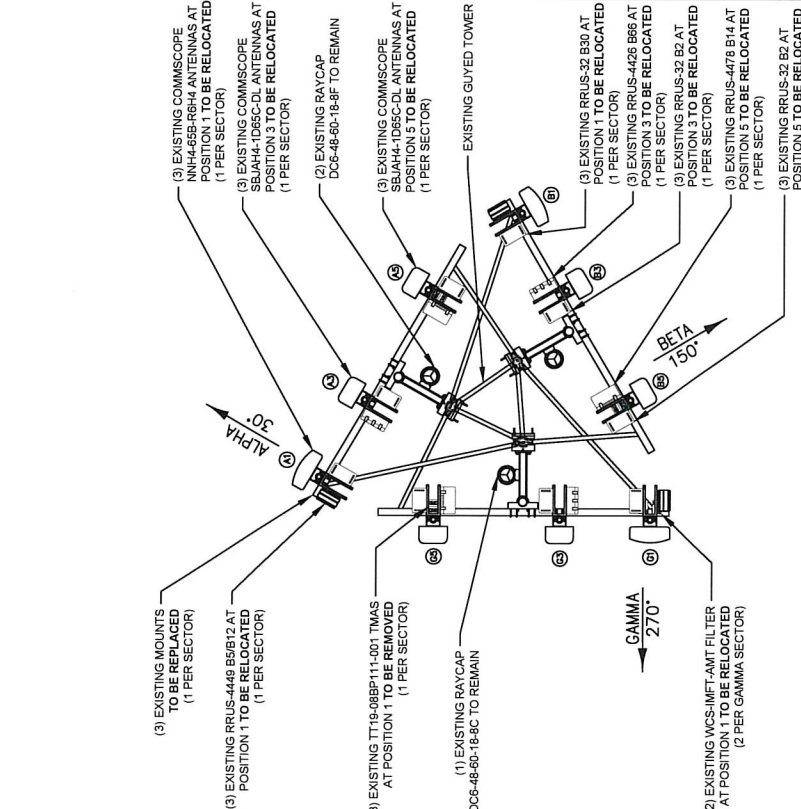
ANTENNA ORIENTATION

SHEET NUMBER
C-3.2



NOTE:
REFER TO MA FOR CONTINGENCIES & ETC.

PROPOSED ANTENNA CONFIGURATION DETAIL
NOT TO SCALE



EXISTING ANTENNA CONFIGURATION DETAIL
NOT TO SCALE

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PROJECT:

FUCO MORGAN FALLS
GA4336
480 MORGAN FALLS ROAD
ATLANTA, GA 30350

DEVELOPER:

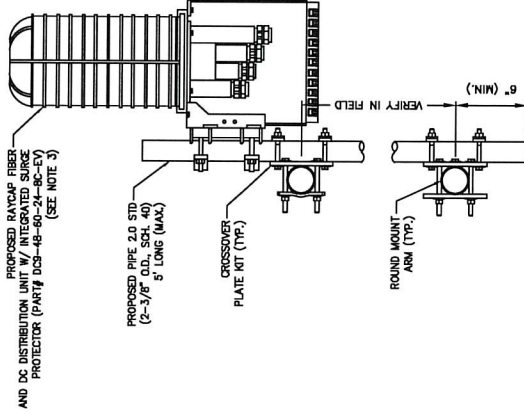


REVISIONS	DATE
RevA	07/13/2022
RevB	08/29/2022
RevC	09/06/2022
RevD	09/28/2022

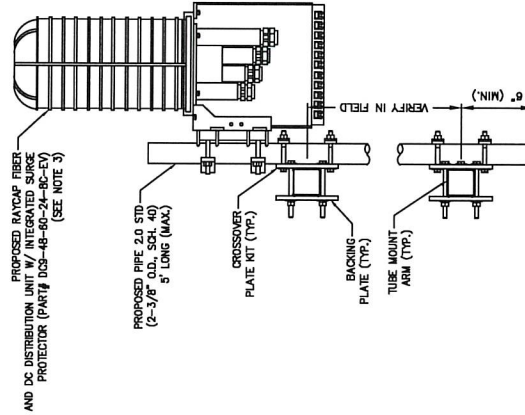
ISSUED FOR:	CONSTRUCTION
PROJECT MANAGER:	JM
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DATE:	09/28/2022
TITLE:	

DC9 DETAILS

SHEET NUMBER	C-4
JOB FILE NUMBER	
DATE PLOTTED	09/28/2022 10:52:24 AM



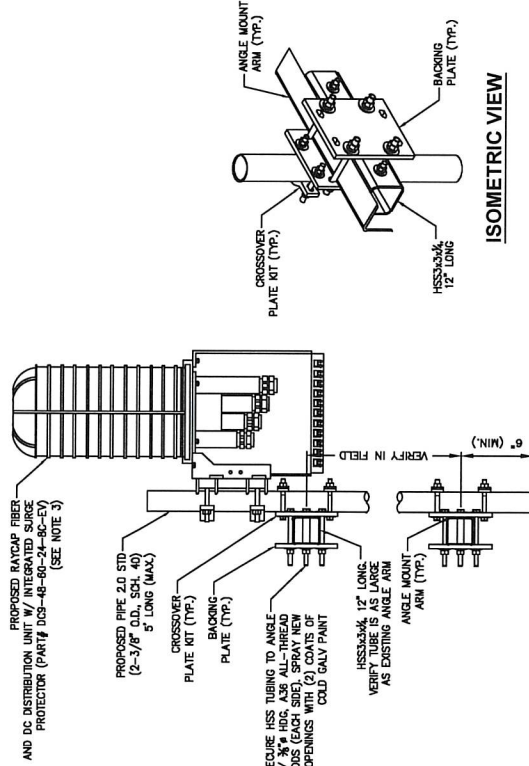
RAYCAP MOUNTING DETAIL (TO ROUND MEMBERS)



RAYCAP MOUNTING DETAIL (TO TUBE MEMBERS)

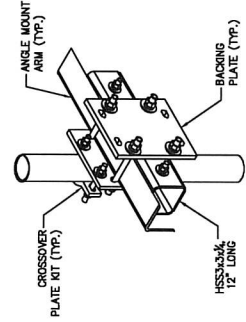
NOTES:

1. UNIT SHALL BE MOUNTED AS PER MANUFACTURER'S RECOMMENDATIONS.
2. CONTRACTOR SHALL TIGHTEN ALL BOLTS TO A "SNUG TIGHT" CONDITION AS DEFINED BY ABC.
3. CONTRACTOR SHALL INSTALL RAYCAP DISTRIBUTION UNIT WITHIN 16 FEET FROM ALL IRU'S.
4. CONTRACTOR SHALL ATTACH RAYCAP PIPE IN (2) PLACES.
5. BACKOVER PLATE TO BE SITE PRO PIN: SCX7-U OR EQUIVALENT. ASSEMBLY HARDWARE INCLUDED.
6. BACKING PLATE TO BE SITE PRO PIN: SCX7-U OR EQUIVALENT. ASSEMBLY HARDWARE INCLUDED.



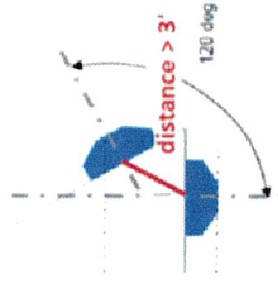
RAYCAP MOUNTING DETAIL (TO ANGLE MEMBERS)

ISOMETRIC VIEW



RF REQUIREMENTS FOR 700 B14 FIRSTNET, 700 B12, 700D B29 ANTENNA SEPARATION

- ☐ Horizontal separation (side to side of antenna): $\geq 3'$
- ☐ Vertical separation (between the tips of the antennas): $> 3'$
- ☐ Inter-sector separation: $> 3'$ between the center of the antenna backplanes.



- ☐ Please note additional horizontal separation may be required if B14 antennas azimuth are different from others or antennas are severely angled with respect to the mount.
- ☐ Typical 3' horizontal separation can tolerate skew angle up to 6° .



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PROJECT:

FUCO MORGAN FALLS

GA4336

**460 MORGAN FALLS ROAD
ATLANTA, GA 30350**

DEVELOPER:



REVISIONS	DATE
Rev A	07/13/2022
Rev B	08/29/2022
Rev C	08/29/2022
Rev D	08/29/2022
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PROJECT MANAGER:	JM
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DATE:	09/28/2022
TITLE:	

**RF REQUIREMENTS FOR 700 B14
FIRSTNET, 700D B29 LICENSE
PROTECT & 700 B12 ANT. SEP.**

NUMBER
C-4.1

RF REQUIREMENTS FOR 700 B14 FIRSTNET, 700D B29 LICENSE PROTECT AND 700 B12 ANTENNA SEPARATION

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PROJECT:

FUCO MORGAN FALLS
GA4336

460 MORGAN FALLS ROAD
ATLANTA, GA 30350

DEVELOPER:



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Rev A	07/13/2022
Rev B	08/22/2022
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TITLE:	

RF REQUIREMENTS

STUDY
NUMBER:
PROJECT NUMBER:
DATE:

RF REQUIREMENTS

**RFDS NOTES NOT
PROVIDED AT TIME
OF COMPLETION OF
CONSTRUCTION
DRAWINGS**

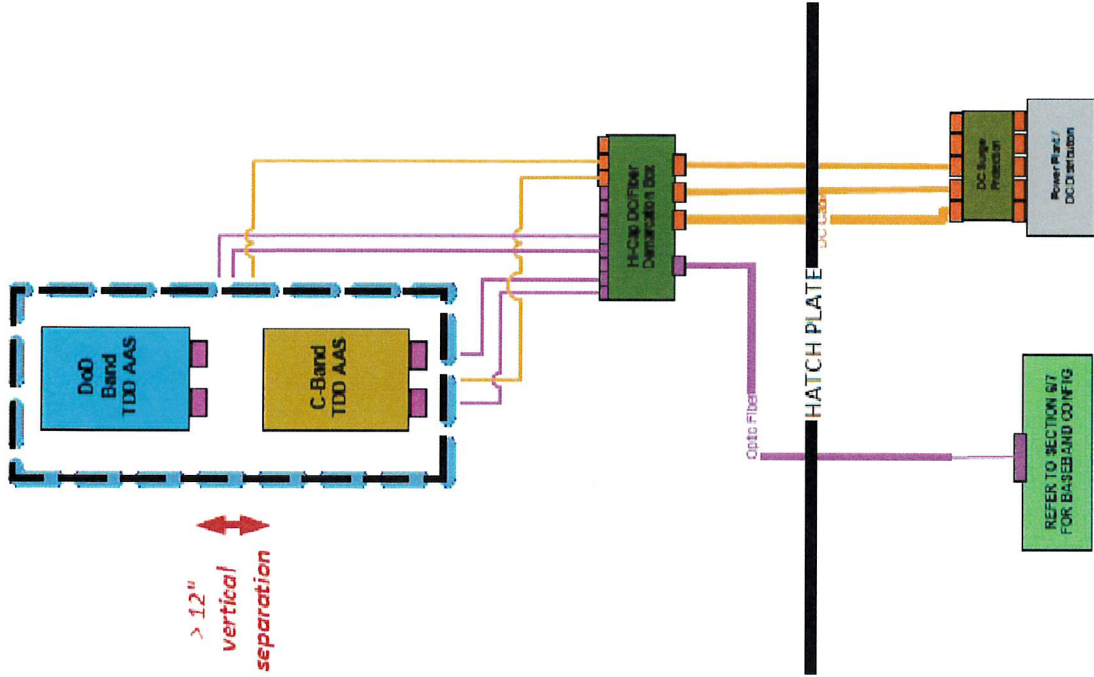
HEET
NUMBER
C-5

FILE NUMBER:
 1336 CondDwg LITE CHAND SONOR BBU Rev 2 9-28-22.dwg



- NOTES:**
1. PLUMBING DIAGRAM IS TYPICAL FOR ALL SECTORS.
 2. VERIFY CONFIGURATION AT PRE-CONSTRUCTION MEETING WITH TURFING VENDOR. RFDS ALWAYS TAKES PRECEDENCE AND ADDITIONAL INFORMATION CAN BE FOUND IN THE RFDS. IF DISCREPANCY EXISTS, CONFIRM RESOLUTION WITH TURFING VENDOR AND END USER PRIOR TO INSTALLATION.

- NOTE:**
1. PLUMBING DIAGRAM IS TYPICAL FOR ALL SECTORS.
 2. VERIFY CONFIGURATION AT PRE-CONSTRUCTION MEETING WITH TURNING VENDOR. RFDS ALWAYS TAKES PRECEDENCE AND ADDITIONAL INFORMATION CAN BE FOUND IN THE RFDS. IF DISCREPANCY EXISTS CONFIRM RESOLUTION WITH TURNING VENDOR AND END USER PRIOR TO INSTALLATION.



PLUMBING DIAGRAM

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PROJECT:
FUCO MORGAN FALLS
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460 MORGAN FALLS ROAD
ATLANTA, GA 30350



REVISIONS	DATE
Rev1	07/19/2022
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PROJECT MANAGER:	JM
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PLUMBING DIAGRAM
CONTINUED

SHEET	C-5.1
DATE	
PROJECT NUMBER:	
PROJECT NAME:	

WELD CONNECTION DETAILS	
GROUND RING CONNECTION OR SPLICE	<p>GROUND RING CONTINUOUS PARALLEL EXOTHERMIC WELD JOINT GROUND RING CONTINUOUS</p>
TEE OF HORIZONTAL RUN OF TAP CABLES	<p>TAP CABLE GROUND RING CONTINUOUS GROUND ROD GROUND RING CONTINUOUS</p>
TEE OF HORIZONTAL RUN	<p>GROUND RING CONTINUOUS GROUND ROD GROUND RING CONTINUOUS</p>
MISC STEEL CONNECTION	<p>GALV STEEL BEAM WELD TAB OR OTHER GALV COATING AFTER INSTALLATION EXOTHERMIC WELD JOINT GROUND WIRE</p>
PIPE CONNECTION	<p>GALV STEEL PIPE APPLY COLD GALV COATING AFTER INSTALLATION EXOTHERMIC WELD JOINT GROUND WIRE</p>
GROUND BAR CONNECTION	<p>GROUND RING EXOTHERMIC WELD JOINT GROUND WIRE</p>
GROUND BAR CONNECTION	<p>GROUND RING CONTINUOUS EXOTHERMIC WELD JOINT</p>
WELD CONNECTION PROCEDURE:	
<ol style="list-style-type: none"> CLEAN SURFACE TO BE WELDED OF ALL PAINT, DIRT, MOISTURE, CORROSION AND OTHER FOREIGN MATTER. MAKE APPROPRIATE WELDED CONNECTION (REFER TO DETAILS) - USE MANUFACTURER'S WRITTEN RECOMMENDATIONS. IF WELDED MATERIALS HAVE A GALVANIZED FINISH, APPLY A PROTECTIVE COLD GALVANIZED COATING. 	

ABBREVIATIONS, ELECTRICAL, GROUNDING NOTE, & WELD DETAILS

GROUNDING NOTES:

- ALL GROUNDING SHALL COMPLY WITH NFPA 70 (NEC) AND NFPA 780, "LIGHTNING PROTECTION CODE".
- ALL GROUNDING CONNECTIONS SHALL BE MADE USING AN EXOTHERMIC WELD, UNLESS NOTED OTHERWISE. EXOTHERMIC WELDS SHALL BE MADE IN ACCORDANCE WITH THE FOLLOWING: SPRAY EXOTHERMICALLY WELDED CONNECTIONS WITH ANTI-OXIDATION PAINT.
- ALL GROUNDING DEVICES SHALL BE UL APPROVED OR LISTED FOR THEIR INTENDED USE.
- ROUTE ALL GROUND CONDUCTORS ALONG THE SHORTEST ROUTE AND AVOID SHARP BENDS. THE BEND RADIUS SHALL NOT BE LESS THAN 12".
- PRIOR TO INSTALLING LUGS ON GROUND CONDUCTORS OR BULGING GROUND LUGS, APPLY THOMAS & BETTS KOPR-SHIELD OR EQUIVALENT.
- SPLIT BOLTS SHALL NOT BE USED.
- ENSURE THAT NO CONTINUOUS METAL RING SURROUNDS A GROUNDING CONDUCTOR. USE PVC SUPPORT CLAMPS TO HOLD GROUNDING CONDUCTORS RUN THROUGH METAL CONDUIT IS BONDED TO THE CONDUIT AT BOTH ENDS.
- CONTRACTOR SHALL BOND THE TELCO CABINET GROUND BAR TO THE GROUND CONDUIT. THE BOND SHALL BE MADE WITH SOLDER OR EXOTHERMIC WELDS BELOW GRADE.
- ALL GROUNDING/BONDING CONDUCTORS RUN FROM ABOVE GRADE TO THE GROUND RING SHALL BE INSTALLED IN 3/4" PVC CONDUIT FROM 1 FOOT ABOVE GRADE AND SEALED WITH A SILICONE SEALANT.
- GROUND SYSTEMS SHALL BE TESTED AND SHALL HAVE A RESISTANCE OF 5 OHMS OR LESS. IF RESISTANCE VALUE IS EXCEEDED, NOTIFY TOWER OWNER/CARRIER FOR FURTHER INSTRUCTIONS. SUBMIT A COPY OF THE TEST REPORT TO TOWER.
- ANY METAL OBJECT WITHIN 6 FEET OF THE TOWER OR EQUIPMENT GROUND RING SHALL BE BONDED DIRECTLY TO THE RING.
- ALL ABOVE GRADE GROUND CONDUCTORS SHALL BE ROUTED DOWNWARD TOWARD EARTH AND ONLY WHERE NECESSARY, HORIZONTAL.
- ALL CONDUCTORS SHALL BE ROUTED SUCH THAT THERE ARE NO INCLUSIVE ANGLES OF LESS THAN 90 DEGREES.
- ALL GROUNDING COMPONENTS SHALL BE FURNISHED AND INSTALLED BY CONTRACTOR.
- ANY METAL CONDUIT MOUNTED ON THE TOWER SHALL BE BONDED TO THE TOWER AT EACH END.
- WHEN BONDING TO EQUIPMENT, REMOVE PAINT TO BARE STEEL AND PROTECT WITH A COATING OF NO-OX.
- UNDERGROUND CONDUIT SHALL BE SCHEDULE 40 PVC UNLESS NOTED OTHERWISE. USE RGS FOR ELBOWS AND RISERS.
- NO GROUND WORK OUTSIDE OF THE APPROVED AREA.

ELECTRICAL NOTES:

- ALL WORK SHALL CONFORM TO APPLICABLE STATE AND LOCAL CODES AND THE NATIONAL ELECTRICAL CODE (NEC), LATEST EDITION. ALL COMPONENTS SHALL BE UL LISTED.
- CONTRACTOR SHALL VERIFY AVAILABLE FAULT CURRENT WITH POWER COMPANY AND ENSURE ALL ELECTRICAL EQUIPMENT MEETS OR EXCEEDS AVAILABLE FAULT CURRENT.
- CONTRACTOR SHALL PROVIDE ALL TEMPORARY POWER ON JOB SITE. CONTRACTOR SHALL PROVIDE ALL TEMPORARY POWER AND DISCONNECT AS REQUIRED. IF TEMPORARY POWER IS NOT AVAILABLE FROM THE POWER COMPANY, CONTRACTOR SHALL PROVIDE A 10KW (MIN.) PORTABLE GENERATOR TO SUPPLY DEMAND.
- CONTRACTOR SHALL COORDINATE WITH LOCAL POWER COMPANY FOR METER AND GROUNDING REQUIREMENTS.
- CONTRACTOR TO PROVIDE AND INSTALL METER CAN, DISCONNECT SWITCH, MACK, FEDERS AND CONDUIT.
- SHOW LOCATION (INCLUDING DIMENSIONS) OF ALL CAPED UNDERGROUND CONDUITS ON FINAL AS-BUILT DRAWINGS.
- COORDINATE EXACT LOCATION OF UNDERGROUND CONDUITS WITH THE PROJECT MANAGER.
- CONTRACTOR SHALL COORDINATE WITH THE LOCAL ELECTRICAL AUTHORITY HAVING JURISDICTION AND OTHER TRADES TO DETERMINE TYPE(S) OF RACEWAYS REQUIRED FOR INSTALLATION.
- ALL COMPONENTS TO BE SPECIFIED OR EQUIVALENT AS APPROVED BY THE PROJECT MANAGER.
- COORDINATE CONDUIT STUB-UP LOCATIONS WITH THE PROJECT MANAGER.
- ALL WIRING SHALL BE COPPER. ALUMINUM WIRE IS NOT PERMITTED.
- CONTRACTOR SHALL COORDINATE DROP POLE SET WITH LOCAL UTILITY COMPANY (IF REQUIRED).
- CONTRACTOR SHALL FILL TRENCH EXCAVATIONS PER LOCAL, STATE AND NATIONAL CODES.

ABBREVIATIONS:

AWG	AMERICAN WIRE GAUGE
BOM	BARE COPPER WIRE
BTS	BASE TRANSMISSION SYSTEM
COBE	COAX ISOLATED GROUND BAR EXTERNAL
DA	DIAMETER
DWG	DRAWING
EMT	ELECTRICAL METALLIC TUBING
GEN	GENERATOR
GPS	GLOBAL POSITIONING SYSTEM
I	WALKING BEAM INTERLOCK
IGR	INTERIOR GROUND RING (HALO)
MCB	MASTER ISOLATED GROUND BAR
PCS	PERSONAL COMMUNICATION SYSTEM
PPC	POWER PROTECTION CABINET
RGS	RIGID GALVANIZED STEEL
RWY	RACEWAY
SS	STAINLESS STEEL
TYP.	TYPICAL
AHJ	AUTHORITY HAVING JURISDICTION

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SEAL:



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DEVELOPER:



REVISIONS	DATE
REVA	07/13/2022
REV1	08/06/2022
REV2	09/28/2022

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**ABBREVIATIONS, ELECTRICAL,
GROUNDING NOTE &
WELD DETAILS**

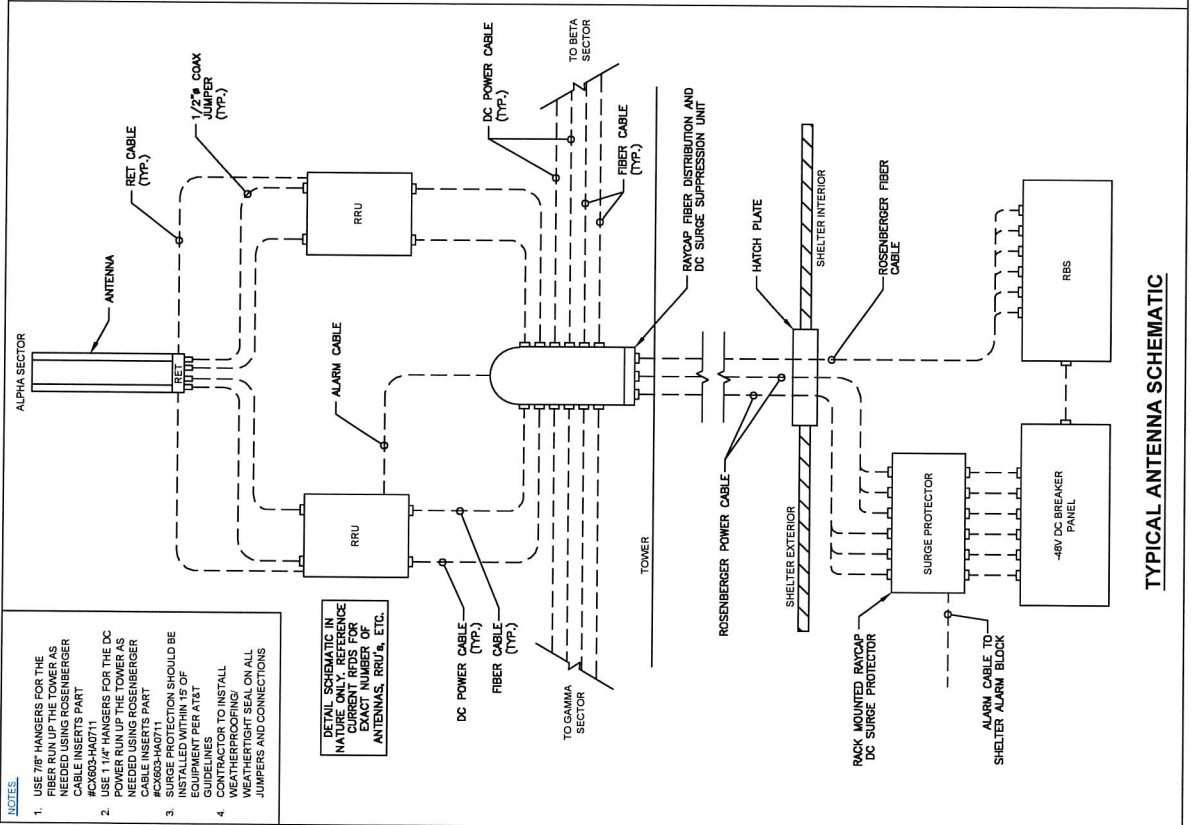
SHEET	E-1
PROJECT NUMBER:	GA4336
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DATE	REVISIONS	DATE
07/13/2022	1.0	
07/26/2022	v0	
09/06/2022	v1	
09/28/2022	v2	

PROJECT FOR:	CONSTRUCTION
PROJECT MANAGER:	JM
DRAWING BY:	JMC
CHECKED BY:	
DATE:	09/28/2022

TYPICAL ANTENNA SCHEMATIC AND GROUNDING DIAGRAM

PROJECT NUMBER:	E-2
DATE: 09/28/2022	
BY: JMC	
CHECKED BY: JMC	
DATE: 09/28/2022	



PROVIDENCE
REAL ESTATE CONSULTING, INC.
Integrity • Commitment • Quality

4440 Tuck Road, Lawrenceville, GA 30042
(770) 962-2472

PROJECT MANAGER:
PROVIDENCE
REAL ESTATE CONSULTING, INC.
Integrity • Commitment • Quality
4440 Tuck Road, Lawrenceville, GA 30042
(770) 962-2472

SEAL:



PROJECT:
FUCO MORGAN FALLS
GA4336
460 MORGAN FALLS ROAD
ATLANTA, GA 30350

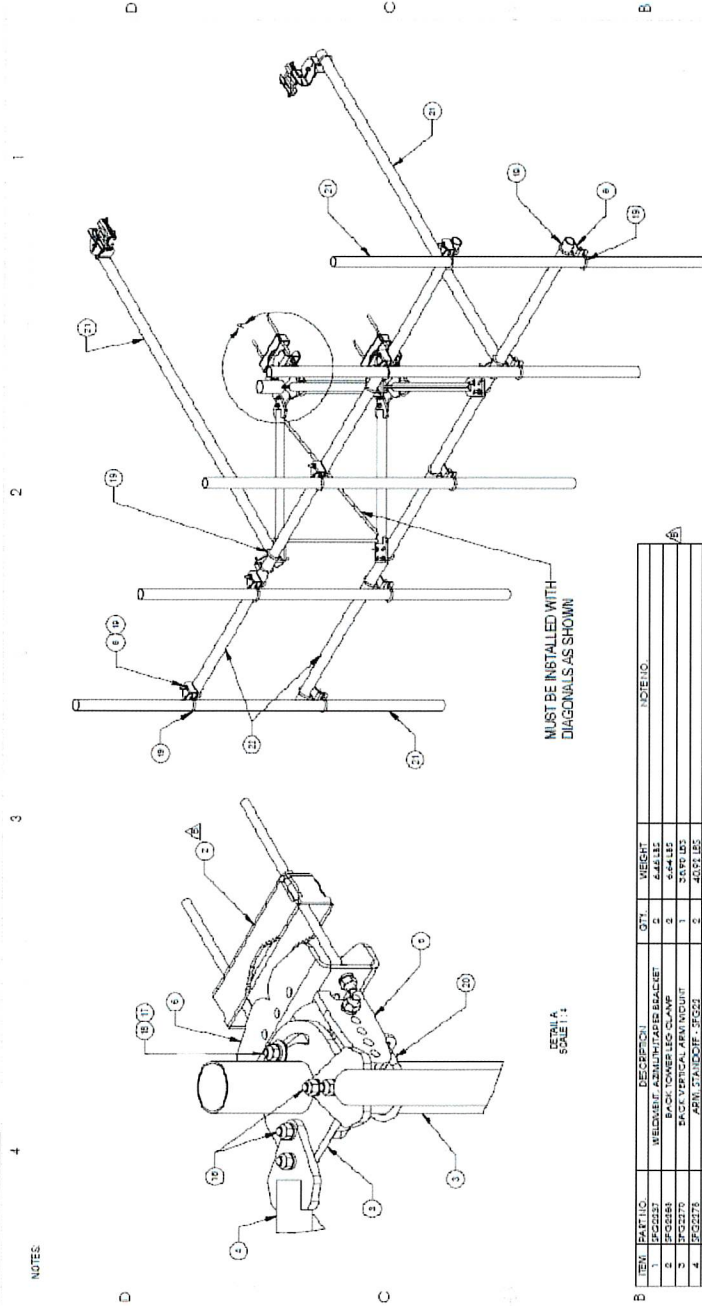


REVISIONS	DATE
REV A	07/19/2022
REV B	08/06/2022
REV C	08/06/2022
REV D	09/28/2022

ISSUED FOR:	CONSTRUCTION
PROJECT MANAGER:	JM
DRAWING BY:	JMC
DATE:	09/28/2022
TITLE:	

SPECIFICATION SHEET

SHEET NUMBER:	S-1
PROJECT NUMBER:	
DATE OF PUBLICATION:	09/28/2022



SFG22HDX14-5-WLL SHOWN FOR REFERENCE

PATENT PENDING

TITLE	COMUSCOPE, INC. OF NORTH CAROLINA
DATE	07/19/2022
SCALE	1:16
SIZE	C
FILE	00000000
PROJECT	SFG22HDX
DESIGN	
REVISION	
DATE	
BY	
CHECKED	
DATE	

NOTE:

THESE MOUNT IMPROVEMENT DETAILS ARE PROVIDED FOR INFORMATION PURPOSES ONLY. FOR EXACT CONSTRUCTION/DESIGN REQUIREMENTS, REFER TO MANUFACTURER'S SPECIFICATIONS.

ITEM	PART NO.	DESCRIPTION	QTY	WEIGHT	NOTE/ID
1	PG22237	WELDMENT, ALUMINUM BRACKET	2	6.44 LBS	
2	PG22241	BACK TOWER LEO CLAMP	2	6.44 LBS	
3	PG22275	BACK VERTICAL ARM W/OUT	1	2.99 LBS	
4	PG22276	BACK VERTICAL ARM W/IN	1	2.99 LBS	
5	PG22243	WELDMENT, TOWER CLAMP	2	2.01 LBS	
6	PG22244	WELDMENT, TOP TOWER BRACKET	1	1.82 LBS	
7	PG22245	WELDMENT, TOP TOWER BRACKET	1	1.82 LBS	
8	PG22246	WELDMENT, TOP TOWER BRACKET	1	1.82 LBS	
9	PG22247	WELDMENT, TOP TOWER BRACKET	1	1.82 LBS	
10	PG22248	WELDMENT, TOP TOWER BRACKET	1	1.82 LBS	
11	PG22249	WELDMENT, TOP TOWER BRACKET	1	1.82 LBS	
12	PG22250	WELDMENT, TOP TOWER BRACKET	1	1.82 LBS	
13	PG22251	WELDMENT, TOP TOWER BRACKET	1	1.82 LBS	
14	PG22252	WELDMENT, TOP TOWER BRACKET	1	1.82 LBS	
15	PG22253	WELDMENT, TOP TOWER BRACKET	1	1.82 LBS	
16	PG22254	WELDMENT, TOP TOWER BRACKET	1	1.82 LBS	
17	PG22255	WELDMENT, TOP TOWER BRACKET	1	1.82 LBS	
18	PG22256	WELDMENT, TOP TOWER BRACKET	1	1.82 LBS	
19	PG22257	WELDMENT, TOP TOWER BRACKET	1	1.82 LBS	
20	PG22258	WELDMENT, TOP TOWER BRACKET	1	1.82 LBS	
21	PG22259	WELDMENT, TOP TOWER BRACKET	1	1.82 LBS	
22	PG22260	WELDMENT, TOP TOWER BRACKET	1	1.82 LBS	

DETAIL A
SCALE 1:4

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