

1 A RESOLUTION APPROVING A FIRST AMENDMENT TO CELL TOWER LEASE
2 AGREEMENT BETWEEN FULTON COUNTY, GEORGIA (LANDLORD) AND
3 VERIZON WIRELESS (VAW) D/B/A VERIZON WIRELESS (TENANT) FOR THE
4 PURPOSE RELOCATING AN ONSITE UTILITY ACCESS EASEMENT AT 10735
5 JONES BRIDGE ROAD, ALPHARETTA, GEORGIA 30202; AUTHORIZING THE
6 CHAIRMAN TO EXECUTE THE FIRST AMENDMENT TO CELL TOWER LEASE
7 AGREEMENT AND RELATED DOCUMENTS; AUTHORIZING THE COUNTY
8 ATTORNEY TO APPROVE THE CELL TOWER LEASE AMENDMENT AGREEMENT
9 AND RELATED DOCUMENTS AS TO FORM AND MAKE MODIFICATIONS THERETO
10 PRIOR TO EXECUTION; AND FOR OTHER PURPOSES.

11 WHEREAS, Fulton County is the owner of a tract of land located at 10735 Jones
12 Bridge Road, situated in the City of Alpharetta, commonly described as all that tract of
13 land or parcel of land lying and being in Land Lots 151 and 152 of the 11th District, Fulton
14 County, Georgia and said tract containing 148,959 square feet of 3.4 acres more or less,
15 which the County has developed for use as a water tank facility site; and
16

17 WHEREAS, the cell tower lease agreement executed between Fulton County
18 (Landlord) and Verizon Wireless (VAW) d/b/a Verizon Wireless (Tenant) and approved
19 as Agenda Item # 20-0048 at the Board of Commissioners Meeting held January 22, 2020
20 included a utility access easement that transverses a secured area; and

21 WHEREAS, it is the mutual desire of Fulton County and Verizon Wireless (VAW)
22 d/b/a Verizon Wireless, to amend the cell tower lease agreement for the purpose of
23 relocating the utility access easement outside of a secured area to the location depicted
24 on Exhibit A attached to the amended cell tower lease agreement; and

25 WHEREAS, in accordance with Fulton County policy, the approval of the Board
26 of Commissioners is required to amend a contractual agreement for the purpose of
27 relocating an onsite utility access easement within an active cell tower lease and replacing
28 it with a new utility access easement under the same rental terms contained in the current
29 agreement; and

30 WHEREAS, Article 9, § 2, Par. 1(a) of the Georgia Constitution states in part "[t]he
31 governing authority of each county shall have legislative power to adopt clearly
32 reasonable ordinances, resolutions, or regulations relating to its property, affairs, and
33 local government for which no provision has been made by general law and which is not
34 inconsistent with this Constitution or any local law applicable thereto."

NOW, THEREFORE, BE IT RESOLVED, that the Board of Commissioners hereby approves the First Amendment to Cell Tower Lease Agreement with Verizon Wireless (VAW) d/b/a Verizon Wireless, in substantially the form attached hereto as Exhibit "B."

BE IT FURTHER RESOLVED, that the Chairman of the Board of Commissioners (or Vice-Chairman, in the Chairman's absence) is hereby authorized to execute the First Amendment to Cell Tower Lease Agreement between Fulton County and Verizon Wireless (VAW) d/b/a Verizon Wireless.

BE IT FURTHER RESOLVED, that the County Attorney is hereby authorized to approve the First Amendment to Cell Tower Lease Agreement as to form, and to make such other or additional modifications as are necessary to protect the County's interests prior to execution by the Chairman.

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

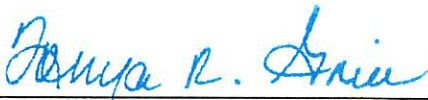
PASSED AND ADOPTED by the Board of Commissioners of Fulton County, Georgia, this 2nd day of February, 2022.

FULTON COUNTY BOARD OF COMMISSIONERS



Robert L. Pitts, Chairman

ATTEST:



Tonya R. Grier, Clerk to the Commission

APPROVED AS TO FORM:



Y. Soo Jo, County Attorney



SHEET
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OF
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LESSEES' 20' ACCESS & UTILITY/FIBER EASEMENT

All that Tract or Parcel of land lying and being in Land Lot 152, 1st District, 1st Section, Fulton County, Georgia, and being part of the property of Fulton County, Georgia, as recorded in Deed Book 987, Page 150, Clerk's Office, Fulton County, Georgia, and being more particularly described as follows:

C. 0334284E, E, at a one-half-inch C, capped from Road (found) in the Northeast corner of abovesaid property, came located in the Southern Right-of-Way Lane of West Morton Road.

Thence N 89° 20' 40" W, along said Right-of-Way Lane, a distance of 173.45 feet to the POINT OF BEGINNING:

- Thence S 24° 1' 32" W, leaving said Right-of-Way Lane a distance of 125.95 feet;
- Thence with a curve to the right with an arc length of 34.88 feet, with a radius of 57.54 feet, with a chord bearing of S 51° 3' 58" W, with a chord length of 34.34 feet;
- Thence with a curve to the left with an arc length of 28.57 feet, with a radius of 65.77 feet, with a chord bearing of S 56° 37' 41" W, with a chord length of 25.33 feet;
- Thence S 44° 1' 05" W, a distance of 14.50 feet;
- Thence with a curve to the left with an arc length of 18.71 feet, with a radius of 11.91 feet, with a chord bearing of N 50° 48' 12" E, with a chord length of 10.83 feet;
- Thence S 45° 47' 57" E, a distance of 12.94 feet;
- Thence S 41° 04' 30" E, a distance of 12.94 feet;
- Thence S 45° 07' 57" E, a distance of 20.00 feet;
- Thence S 44° 59' 20" W, a distance of 32.08 feet;
- Thence S 45° 47' 18" W, a distance of 45.00 feet;
- Thence with a curve to the right with an arc length of 50.11 feet, with a radius of 31.91 feet, with a chord bearing of N 40° 48' 12" W, with a chord length of 45.12 feet;
- Thence S 44° 10' 54" E, a distance of 14.50 feet;
- Thence with a curve to the right with an arc length of 37.20 feet, with a radius of 85.77 feet, with a chord bearing of N 56° 37' 41" E, with a chord length of 56.97 feet;
- Thence with a curve to the left with an arc length of 22.72 feet, with a radius of 37.34 feet, with a chord bearing of N 51° 3' 58" E, with a chord length of 22.37 feet;
- Thence S 24° 1' 32" E, a distance of 124.56 feet to a point on abovesaid Right-of-Way Lane;
- Thence S 59° 46' 04" E, along said Right-of-Way Lane, a distance of 20.05 feet to the POINT OF BEGINNING.

Said easement contains 0.13 Acres (5,876 square feet), more or less.



TITLE EXAMINATION

Survey or a treatment of Title Examination Items is limited to the scope described in A.1, A.2, A.3, A.4, A.5, A.6, A.7, A.8, A.9, A.10, A.11, A.12, A.13, and is limited to determination of the location (within subject Tax Parcel) described by Title Items. Items are mapped herein only when adequately described by second and one within Survey Area. "Blanket" denotes items applicable to the entire Parcel (not subject to separate mapping). Surveyor may note where ambiguities or inaccuracies exist in the survey or may be addressed by Survey.

Reference: Report of Title, prepared by U.S. Title Solutions, File No. 67246-CA1015-0028, issued 04-22-2021, Schedule B.

- Item 1 - 4, 7: General encumbrances (no specific instruments listed)
- Item 5 - 6: EUC: Documents (not subject to Survey mapping or analysis)
- Item 8: Right-of-Way: Deed to State of Georgia, Deed 50025-129; E, conveyance of lands, for widening of Jones Bridge Road & West Morton Road. Land conveyed to State is larger part of current Parent Tax Parcel. Item is not located on current Parent Tax Parcel or Lessee's Easement. R/W is shown herein according to found municipality.

- Item 9: Lease Agreement, Parcel Deed 17406-49; Item 10: Memorandum of Cell Tower Lease, Cellco Partnership, Deed 6222-249; Both define a Lease Area, 20' Access Easement and 20' Utility Easement. Both located on Parent Tax Parcel as shown herein. Described 20' Access and 20' Utility Easements cross Lessee's 20' Access & Utility Easement as shown herein. Deed 17406-49 also includes a "Leased Tower Area", the description of which appears to include just the footprint of the existing tower. Located on Parent Tax Parcel. Tower is not surveyed herein. See Survey for appropriate location.

LEGAL DESCRIPTION OF PARENT PARCEL (AS SUPPLIED)

All that tract or parcel of land lying in Land Lot 152 of the 1st District, 1st Section, Fulton County, Georgia, and being more particularly described as follows:

Beginning at a point located at the intersection of the southwest right-of-way line of Morton Road with the southwest right-of-way line of Jones Bridge Road, running thence along the southwest side of Morton Road S 57° 45' E, a distance of 250.02 feet to a point; running thence along a course S 40° 22' W, a distance of 438.68 feet to a point; running thence S 47° 35' W, a distance of 379.98 feet to the southwest corner of the right-of-way line of Jones Bridge Road, running thence N 50° 57' E, along the southwest side of Jones Bridge Road a distance of 380.85 feet to the intersection of the right-of-way line of Jones Bridge Road with the southwest right-of-way line of Morton Road at the point of beginning. Said property containing 1.43 acres more or less, and being fully shown and described on plat and plan deposited as "Proposed Water Storage Facility on Property of Atlanta F. Long and Lewis E. Long, Jones Bridge Road and Morton Road", on file in the Public Works Department of Fulton County, Georgia, a copy of said plat being attached to this condemnation petition as Exhibit "A".

THE
LAND CONSULTANTS
LLC

5430 Highway #41
Jones, GA 31747
(404) 304-6722
Georgia C.O.A. No. 154701199

VERIZON WIRELESS

PREPARED FOR

(Not a Boundary Survey of Parent Lands. Not intended for fee simple Land Transfer)

SPECIFIC PURPOSE SURVEY

WEST DULUTH

Location Code: 685739

10735 Jones Bridge Road, Alpharetta, GA 30022

Land Lot 152, 1st District, 1st Section
Fulton County, Georgia

SITE SURVEY

DATE: 2/14/24
ISSUE: 2-18
ISSUE DATE: 06-15-2021
SEE SHEET #1

SHEET
4
OF
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FIRST AMENDMENT TO CELL TOWER LEASE AGREEMENT

This First Amendment to Cell Tower Lease Agreement ("Amendment") is made and entered into this 21st day of February, 2022, by and between **Fulton County, Georgia**, having its principal offices located at 141 Pryor Street, Suite G119, Atlanta, Georgia 30303 ("LANDLORD") and **Cellco Partnership d/b/a Verizon Wireless**, with its principal office located at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920 ("TENANT"). LANDLORD and TENANT are at times collectively referred to hereinafter as the "Parties" or individually as the "Party".

WHEREAS, LANDLORD is the owner of the property located at 10735 Jones Bridge Road, Alpharetta, Georgia 30202 (the "Property"); and

WHEREAS, LANDLORD and TENANT entered into a Cell Tower Lease Agreement dated April 24, 2020 (the "Lease"); and

WHEREAS, LANDLORD and TENANT desire to amend the lease agreement with regards to the non-exclusive access utility easement extending over, under, across, and through the Property, for the purpose of installation and maintenance of utility wires, fiber, cables, conduits, and pipes to serve the Premises.

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

1. Any capitalized term used in this Amendment that is not defined herein has the meaning given that term in the Lease.
2. The Parties agree that the Access and Utility/Fiber Easement as set forth in Paragraph 6 of the Lease Agreement executed by Landlord and Tenant and approved as Agenda Item # 20-0048 at the Board of Commissioners Meeting held January 22, 2020, are hereby terminated.
3. LANDLORD, in exchange for Tenant's termination of its existing Access and Utility/Fiber Easement, hereby grants to, and for the benefit of, TENANT and its successors and assigns, a replacement non-exclusive Access and Utility/Fiber Easement over, under, across, and through the Property, as more particularly described and/or depicted in **Exhibit A**, attached hereto and incorporated herein by reference, for the installation, operation, and maintenance of fiber to serve the Premises (the "**Fiber Easement**").
4. LANDLORD and TENANT each hereby warrant to the other that the person executing this Amendment on behalf of the warranting Party has at the time of execution the full right, power and authority to enter into, and execute, this Amendment on that Party's behalf, and that no consent from any other person or entity is necessary as a condition precedent to the legal effect of this Amendment.

5. Except as specifically provided in this Amendment, the Lease shall remain in full force and effect and shall continue to be binding upon, and enforceable against, LANDLORD and TENANT, in accordance with its terms. All covenants, terms and obligations of the Lease not modified by this Amendment are hereby ratified and affirmed. The terms and provisions of this Amendment shall control in the event of any inconsistency or discrepancy between the Lease and this Amendment.


[Remainder of page intentionally left blank]

Tenant Site Name: West Duluth
Tenant Location No: 133089

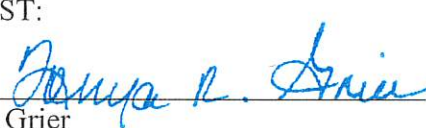
IN WITNESS WHEREOF, LANDLORD and TENANT have executed this Amendment effective as of the day and year first above written.

LANDLORD:

FULTON COUNTY, a political subdivision of the State
of Georgia

By: 
Robert L. Pitts, Chairman
Fulton County Board of Commissioners

ATTEST:

By: 
Tonya Grier
Clerk to the Commission



APPROVED AS TO FORM:


Y. Soo Jo, County Attorney

TENANT:

Cellco Partnership d/b/a Verizon Wireless

By: _____

Printed Name: _____

Title: _____

Date: _____

ITEM # 22-082 RM 2226
REGULAR MEETING

Exhibit A
1 of 3

20' ACCESS & UTILITY/FIBER EASEMENT

All that Tract or Parcel of land lying and being in Land Lot 152, 1st District, 1st Section, Fulton County, Georgia, and being part of the property of Fulton County, Georgia, of record in Deed Book 987, Page 150, Clerk's Office, Fulton County, Georgia, and being more particularly described as follows:

COMMENCE at a one-half-inch Capped Iron Rod (found) at the Northeast Corner of aforesaid property, same located in the Southern Right-of-Way Line of West Morton Road;

Thence N 59°46'04" W, along said Right-of-Way Line, a distance of 173.45 feet to the POINT OF BEGINNING;

Thence S 34°13'28" W, leaving said Right-of-Way Line a distance of 125.95 feet;

Thence with a curve to the right with an arc length of 34.88 feet, with a radius of 57.34 feet, with a chord bearing of S 51°38'58" W, with a chord length of 34.34 feet;

Thence with a curve to the left with an arc length of 28.57 feet, with a radius of 65.77 feet, with a chord bearing of S 56°37'41" W, with a chord length of 28.35 feet;

Thence S 44°10'54" W, a distance of 14.56 feet;

Thence with a curve to the left with an arc length of 18.71 feet, with a radius of 11.91 feet, with a chord bearing of S 00°48'12" E, with a chord length of 16.84 feet;

Thence S 45°47'18" E, a distance of 25.01 feet;

Thence N 44°04'30" E, a distance of 12.94 feet;

Thence S 45°02'57" E, a distance of 20.00 feet;

Thence S 44°04'30" W, a distance of 32.68 feet;

Thence N 45°47'18" W, a distance of 45.06 feet;

Thence with a curve to the right with an arc length of 50.11 feet, with a radius of 31.91 feet, with a chord bearing of N 00°48'12" W, with a chord length of 45.12 feet;

Thence N 44°10'54" E, a distance of 14.56 feet;

Thence with a curve to the right with an arc length of 37.26 feet, with a radius of 85.77 feet, with a chord bearing of N 56°37'41" E, with a chord length of 36.97 feet;

Thence with a curve to the left with an arc length of 22.72 feet, with a radius of 37.34 feet, with a chord bearing of N 51°38'58" E, with a chord length of 22.37 feet;

Thence N 34°13'28" E, a distance of 124.56 feet to a point on aforesaid Right-of-Way Line;

Thence S 59°46'04" E, along said Right-of-Way Line, a distance of 20.05 feet to the POINT OF BEGINNING.

Said Easement contains 0.13 Acres (5,876 Square Feet), more or less.

Tenant Site Name: West Duluth
Tenant Location No: 133089

See Attached Survey

Tenant Site Name: West Duluth
Tenant Location No: 133089

