

1 A RESOLUTION APPROVING A CONSENT TO USE AGREEMENT BETWEEN
2 FULTON COUNTY, GEORGIA, AND TOWERCOM V.B. LLC, A DELAWARE LIMITED
3 LIABILITY COMPANY, AND THE CITY OF CHATTAHOOCHEE HILLS RELATED TO
4 THE INSTALLATION OF A CELL TOWER AT COCHRAN MILL PARK; AUTHORIZING
5 THE CHAIRMAN TO EXECUTE A CONSENT TO USE AGREEMENT TO CARRY OUT
6 THIS PURPOSE; AUTHORIZING THE COUNTY ATTORNEY TO APPROVE THE
7 CONSENT TO USE AGREEMENT AS TO FORM PRIOR TO EXECUTION BY THE
8 CHAIRMAN; AND FOR OTHER PURPOSES.

9 **WHEREAS**, on or about March 17, 2010, Fulton County (the "County") transferred
10 to the City of Chattahoochee Hills (the "City") via Quit Claim Deed 800.09 acres +/- of
11 land commonly known as Cochran Mill Park located in Land Lots 10, 11, 22, and 23 of
12 the 7th District of Fulton County, Georgia and Land Lots 6, 7, 26, 27, 28, 37, and 38 of the
13 8th District, 2nd Section of Fulton County, Georgia (the "Property"); and

14 **WHEREAS**, the Property was acquired or developed with federal financial
15 assistance provided by the National Park Service and Department of Interior on the
16 condition that the property remain a public outdoor recreation use; and

17 **WHEREAS**, the March 17, 2010 Quit Claim Deed included language stating that
18 the transfer was "subject to the covenant and use restriction that it shall be used in
19 perpetuity as park property and/or greenspace"; and

20 **WHEREAS**, the City and Cellco Partnership d/b/a Verizon Wireless ("Verizon"),
21 entered into that certain Land Lease Agreement dated August 5, 2021 (the "Tower
22 Lease"), for the lease of a 10,000 square foot portion of the Property for a
23 telecommunications facility; and

24 **WHEREAS**, Verizon assigned all of its rights, title and interest in and to the Tower
25 Lease to TowerCom V.B. LLC ("TowerCom"); and

1 **WHEREAS**, the cell tower will be used to provide telecommunication services to
2 visitors of Cochran Mill Park and the surrounding area; and

3 **WHEREAS**, these telecommunication services will provide needed security for
4 park visitors and the surrounding area; and

5 **WHEREAS**, in light of the restrictions contained in the March 17, 2010 Quit Claim
6 Deed, the City and TowerCom have approached the County with a request to approve
7 the installation of the monopole cell tower on the Property and confirm that the County
8 does not believe the Lease violates the restrictions contained in the Quit Claim Deed; and

9 **WHEREAS**, except for the Consent to Use Agreement, Cochran Mill Park will
10 remain a public park and greenspace in accordance with the restrictions contained in the
11 March 17, 2010 Quit Claim Deed; and

12 **WHEREAS**, the County, the City and TowerCom have negotiated a mutually
13 acceptable Consent to Use agreement, attached hereto as Exhibit "A", capable of being
14 recorded in the real estate records of Fulton County, Georgia' and

15 **WHEREAS**, the County approves the installation of the monopole cell tower on the
16 Property to provide telecommunications services to the Property and surrounding area to
17 improve the safety of park visitors and does not believe the Lease violates the restrictions
18 contained in the Quit Claim Deed; and

19 **WHEREAS**, that the Board of Commissioners finds that the installation of a
20 monopole cell tower on the Property will provide needed telecommunications services to
21 visitors of Cochran Mill Park and the surrounding area; and

1 **WHEREAS**, that the Board of Commissioners finds that the telecommunication
2 services to be provided by the monopole cell tower will improve the security at Cochran
3 Mill Park and will not violate the restrictions contained in the March 17, 2010 Quit Claim
4 Deed; and

5 **WHEREAS**, pursuant to Fulton County Code § 1-117, the Board of Commissioners
6 has exclusive jurisdiction and control in directing and controlling all the property of the
7 county, as they may deem expedient, according to law.

8 **NOW THEREFORE, BE IT RESOLVED**, that the Board of Commissioners hereby
9 approves the Consent to Use Agreement with the City and TOWERCOM V-B, LLC, in
10 substantially the form attached hereto as Exhibit "A", which is fully incorporated herein.

11 **BE IT FURTHER RESOLVED**, that the Chairman of Fulton County Board of
12 Commissioners is hereby authorized and directed to execute and deliver the Consent to
13 Use Agreement to the City and to TowerCom V.B. LLC.

14 **BE IT FURTHER RESOLVED**, that prior to execution of any documents, the
15 County Attorney shall approve any and all documents as to form and make any necessary
16 modifications thereto to protect Fulton County's interests.

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

20

21

SO PASSED AND ADOPTED, this 18th day of May 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

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After recording, return to:

Brian P. Cain, Esq.
Holt Ney Zatcoff & Wasserman, LLP
100 Galleria Parkway, Suite 100
Atlanta, Georgia 30339

Cross-Reference:

Deed Book 49534, Page 553
Deed Book 64330, Page 672
Deed Book 65567, Page 633
Deed Book 65588, Page 253
Fulton County, Georgia records

Site Name: Upper Wooten Road

CONSENT TO USE

This Consent to Use (this “*Consent*”) is executed and delivered as of the ____ of _____, 2022, by FULTON COUNTY, GEORGIA, a county government organized under the laws of the State of Georgia (“*Fulton County*”), to and in favor of the CITY OF CHATTAHOOCHEE HILLS, a municipal corporation of the State of Georgia, (the “*City*”), and TOWERCOM V-B, LLC, a Delaware limited liability company, and its successor and assigns (“*TowerCom*”).

W I T N E S S E T H:

WHEREAS, the City is the owner of that certain property described in Exhibit A, attached hereto and made a part hereof, commonly known as Cochran Mill Park (the “*Property*”);

WHEREAS, the City and Cellco Partnership d/b/a Verizon Wireless (“*Verizon*”), entered into that certain Land Lease Agreement dated August 5, 2021 (the “*Tower Lease*”), for the lease of a 10,000 square foot portion of the Property for a telecommunications facility, as more particularly described in Exhibit B attached hereto and made a part hereof (the “*Tower Land*”); as memorialized by the Memorandum of Land Lease Agreement dated August 11, 2021, and recorded August 18, 2021, in Deed Book 64330, Page 672, Fulton County Clerk of Superior Court records;

WHEREAS, Verizon assigned all of its rights, title and interest in and to the Tower Lease to TowerCom pursuant to the Assignment and Assumption of Land Lease Agreement dated March 30, 2022; as memorialized by the Memorandum of Assignment of Land Lease Agreement

dated April 14, 2022, and recorded April 18, 2022, in Deed Book 65567, Page 633, and re-recorded April 21, 2022, in Deed Book 65588, Page 253, aforesaid records;

WHEREAS, pursuant to the Quitclaim Deed from Fulton County to the City dated March 17, 2010, and recorded November 5, 2010, in Deed Book 49534, Page, 553, aforesaid records, the Property shall be used in perpetuity as park property and/or greenspace, and the Property shall be made available to residents of Fulton County and the City of Chattahoochee Hills (collectively, the "**Restriction**"); and

WHEREAS, the Property shall remain park property, and the telecommunications facility will be a benefit to the public's use and enjoyment of the Property; therefore, Fulton County believes that the use of the Tower Land by TowerCom does not violate the Restriction;

NOW THEREFORE, for and in consideration of the sum of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Fulton County agrees as follows:

1. Fulton County hereby consents to the use of the Tower Land for a telecommunications facility for the term of the Tower Lease. Fulton County agrees not to enforce the Restriction against the City, TowerCom or its tenants, successors and assigns with respect to the Tower Land during the term of the Tower Lease.

2. The rights and obligations set forth herein shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

3. This Consent shall be construed and interpreted pursuant to the laws of the State of Georgia.

4. This Consent may be executed in multiple counterparts, each of which shall be deemed an original, and counterpart signature pages may be assembled to form a single original document.

[SIGNATURE ON FOLLOWING PAGE]

IN WITNESS WHEREOF, Fulton County has executed this Consent as of the day and year first written above.

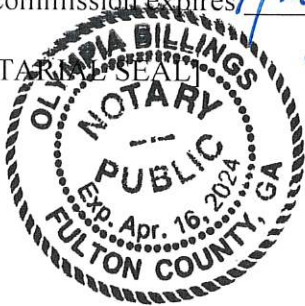
Signed, sealed and delivered
in the presence of:

Maria [Signature]
Unofficial Witness

[Signature]
Notary Public

My commission expires 4/16/2022

[NOTARY SEAL]



FULTON COUNTY, GEORGIA, a county
government organized under the laws of the
State of Georgia

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

Attest: [Signature]
Tonya R. Grier
Clerk to the Commission

Approve as to form:

[Signature]
Office of the County Attorney



EXHIBIT A

The Property

All that tract or parcel of land lying and being in Land Lots 37, 28, 27, 38, 6, 7 and 26 of the 8th Land District, 2nd Section, Fulton County, Georgia, City of Chattahoochee Hills and being more particularly described as follows:

Beginning at a concrete monument located on the westerly line of Land Lot 28, said concrete monument being South 0°11' 43" West, a distance of 454.06' from an iron pin found at the common corner of Land Lots 36, 29, 37 and 28. Said point being the POINT OF BEGINNING; thence South 39°33'38" East, a distance of 3120.38' to concrete monument located on the south line of Land Lot 28; thence along said Land Lot line South 89°35'17" East, a distance of 995.30' to a concrete monument at the come common to Land Lots 28, 5, 27 and 6; thence along the east line of Land Lot 27 South] 00° 19'32"1 East, a distance of 2181.03' to a concrete monument; thence departing said Land Lot line South 89°09'08" East, a distance of 400.32' to a concrete monument; thence South 00°18'43" East, a distance of 491.29' to a concrete monument; thence South 89°12'5" East, a distance of 1332.77' to the right of way of Cochran Mill Road (60' r/w) thence along said right of way along a curve to the left an arc distance of 349.30', said curve having a radius of 1053.19' and being subtended by a chord distance of 347.70' and a chord bearing of South 03°43'18" West; thence continuing along said right of way; South C6°26'00" East, a distance of 1139.40' to a point; thence continuing along said right of way along a curve to the left, an arc distance of 658.80', said curve having a radius of 985.44' and being subtended by a chord distance of 646.60' and a chord bearing of South 25°34'45" East; thence continuing along said right of way South 45° 49'49" East, distance of 956.93' to a concrete monument; thence departing said right of way South 88°38'00" West, a distance of 2804.95' to a concrete monument on the east line of Land Lot 26; thence South 88°18'31" West, a distance of 1350.21' to a concrete monument thence North 01°20'59" West, a distance of 1815.80' to a concrete monument; thence North SS'WSS' West, a distance of 2654.56' to a concrete monument on the east line of Land Lot 38; thence along the said Land Lot line North 00°46'05" East, a distance o 509.54' to a rebar; thence departing said Land Lot line North 49°35'43" ,West, a distance of 1660.38' to a rebar set; thence North 00° 19T4" West, a distance of 1996.43' to the centerline of Bear Creek; thence continuing along said creek centerline the following courses and distances: South 83°56'00" West, a distance of 155.15'; thence South 86° 07'46" West, a distance of 176.89'; thence North 74°46'52", West, a distance of 81.24' thence North 49°29'12" West, a distance of 81.13'; thence North 25°38'49" West, distance of 74.76'; thence North 15°18'58" West, a distance of 81.31'; thence North 11°04'13" West, a distance of 67.20'; thence North 38°44'50" East, a distance of 89.93' thence departing said creek centerline North 85°46r27" East, a distance of 1788.48' to the POINT OF BEGINNING.

Said described tract containing 552.493 Acres.

EXHIBIT B

Tower Land

All that tract or parcel of land lying and being in Land Lot 7, 8th District, 2nd Section, City of Chattahoochee Hills, Fulton County, Georgia, being a part of the lands of City of Chattahoochee Hills, Georgia, as recorded in Deed Book 49534 Page 553, Fulton County lands records, being more particularly described as follows:

To find the point of beginning, commence at a concrete monument found on the southwesterly right-of-way line of Cochran Mill Road (having a 60-foot right-of-way), said concrete monument marking the southeast corner of Tract 1 of said lands described in Deed Book 49534 Page 553, said concrete monument having a Georgia Grid North, NAD83, West Zone Value of N: 1299061.3635, E: 2130669.1242; thence along said southwesterly right-of-way line of Cochran Mill Road, North 44°46'24" West, 606.90 feet to a point having a Georgia Grid North, NAD83, West Zone Value of N: 1299492.1997, E: 2130241.6840; thence leaving said southwesterly right-of-way line of Cochran Mill Road and running, South 53°40'45" West, 120.30 feet to a point; thence, South 42°48'46" West, 99.39 feet to a point; thence, South 44°46'24" East, 46.06 feet to a point on the northwesterly line of the Lessee Premises; thence along said Lessee Premises, North 45°13'36" East, 50.00 feet to a point and the true POINT OF BEGINNING; Thence running, South 44°46'24" East, 100.00 feet to a point; Thence, South 45°13'36" West, 100.00 feet to a point; Thence, North 44°46'24" West, 100.00 feet to a point; Thence, North 45°13'36" East, 100.00 feet to a point; and the POINT OF BEGINNING.

Said tract contains 0.2296 acres (10,000 square feet), more or less.