

RE: Tower Lease and Easements  
Located in Land Lots 248 and  
249, 1<sup>st</sup> Land District, City of  
Senoia, Georgia

### ASSIGNMENT OF LEASE

THIS ASSIGNMENT OF LEASE (hereinafter referred to as this "Assignment") is made as of the 18th day of January, 2011 by and between Coweta County, Georgia (hereinafter referred to as "County") and The Coweta County Development Authority (hereinafter referred to as "Authority").

### WITNESSETH

Whereas, the City of Senoia ("hereinafter referred to as "City") is the Landlord under the terms of that certain Lease between the City and the County dated January 18, 2011 which relates to certain property located in the City of Senoia, a copy of which is attached hereto as Exhibit "1" (hereinafter referred to as the "Lease"); and

Whereas, County desires to assign all of its right, title and interest in and to the Lease to the Authority.

NOW THEREFORE, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, County hereby sells, assigns, transfers and conveys all of its right, title and

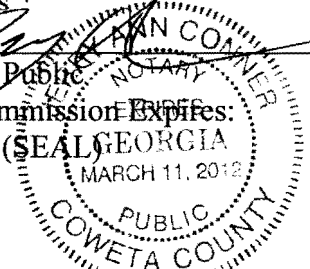
interest, except for those rights expressly reserved in the Lease, in and to the Lease, to the Authority.

County hereby warrants to the Authority that (i) it is the sole owner of the its interest under the Lease, free from any and all claims and encumbrances of any nature, (ii) as of the date hereof, all rental payments are current and it is not otherwise in default under any of its obligations under the Lease, (iii) it has not defaulted under any of its obligations under the terms of the Lease, and (iv) Exhibit "1" is a true, complete and accurate copy of the entire Lease and there are no modifications or amendments of said Lease which are not set forth on Exhibit "1".

Authority, by its acceptance hereof, hereby agrees that it shall perform all of County's duties under the terms of the Lease from and after the date hereof.

IN WITNESS WHEREOF, County and Authority have executed Assignment under seal as of the day and year first above written.

Signed, sealed and delivered in the presence of:

Ken Mickle  
Witness  
[Signature]  
Notary Public  
My Commission Expires:  
(SEAL) 

Coweta County, Georgia

By: [Signature]  
Chairman  
Attest: Sharon Lorange  
Clerk  
(SEAL)

Signed, sealed and delivered in the presence of:

Daryl K  
Witness  
Brenda Washington  
Notary Public  
My Commission Expires:  
(SEAL)   
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Coweta County Development Authority

By: [Signature]  
Chairman  
Attest: [Signature]  
Secretary  
(SEAL)

**RE:** Tower Lease and easements  
located in Land Lots 248 and 249, 1<sup>st</sup>  
Land District, City of Senoia,  
Georgia

**MEMORANDUM OF UNDERSTANDING**

**AND LEASE**

**BETWEEN THE CITY OF SENOIA**

**AND COWETA COUNTY**

This Agreement entered into as of this 18th day of January, 2011, by and between the **CITY OF SENOIA, GEORGIA**, a political subdivision of the State of Georgia, (hereinafter referred to as "Senoia") and **COWETA COUNTY, GEORGIA**, (hereinafter referred to as "County").

**WITNESSETH**

FOR AND IN CONSIDERATION OF the mutual and substantial benefits accruing to the parties hereto, the parties hereto hereby agree as follows:

1. **EFFECTIVE DATE.** The effective date of this agreement shall be January 18, 2011. All obligations by each party shall begin upon the effective date.

2.     **LEASE.** Senoia agrees to lease (hereinafter “Lease”) to the County the property known as the Radio Tower Site and any access and utility easements required to serve the the Radio Tower Site (hereinafter “Property”), more particularly described on attached Exhibit “A” attached hereto. The County shall construct or enter into an agreement with a third party to construct a Radio Tower (hereinafter “Tower”) on the property. The County shall have the authority under this lease, and any third party contracted with by the County shall have the authority, to erect the Tower and construct any associated buildings necessary for the use of the Tower on the Property. Senoia also grants the County, its agents, lessees and assigns an easement for ingress\egress to the Property by way of the existing gravel road as depicted on Exhibit “A”. Senoia also grants the County, its agents, leases and assignees, utility easements necessary to serve the Property. The terms and conditions of said lease are as follows:

a)     **Term.** The initial term of this Agreement (“Initial Term”) shall be five (5) years commencing on (“Commencement Date”) the first day of the calendar month following the date Municipal Communications, LLC obtains a building permit for construction of the communications facility on the Property, and terminating at 11:59 p.m. EST or EDT, as applicable, five (5) years thereafter. The Initial Term of this Agreement shall be automatically renewed for up to four (4) additional terms (each a “Renewal Term”) of five (5) years each, unless the County provides Senoia written notice of its intention not to renew not less than ninety (90) days prior to the expiration of the Initial Term, or any Renewal Term. At the end of the fourth additional term, the parties agree to renegotiate this Agreement and the County shall be able to operate the communication facility at the current rental rate until a new agreement is executed. Upon the expiration of this Agreement and the determination by the County that it no longer intends to use the

Property for a communication facility, Senoia shall have the right to the possession of the communication facility unless Senoia notifies the County of its rejection of possession of the communication facility within six (6) months after notice. If Senoia rejects possession of the communication facility, the County shall have six (6) months from the date of the written notice of the rejection to remove the Tower and any equipment located thereon from the Property.

b) Rental Payments. The County shall pay Senoia a one-time rental payment of Sixty Thousand and 00/100 Dollars (\$60,000.00). Payment shall be made within sixty (60) days of the County receiving payments through an intergovernmental lease with the Coweta County Development Authority whereby the Coweta County Development Authority leases the Property to Municipal Communications, LLC. In no event, shall the County be obligated to make a rental payment to Senoia until the County receives a payment under the lease for the Property from Municipal Communications, LLC. The County's obligation to make its rental payment to Senoia shall survive any assignment of this Lease.

c) Maintenance. The County or its assignees shall be responsible for maintaining the Property and Tower. The County or its assignees shall also be responsible for repairing any damage to the existing gravel drive caused by the County, its agents, employees, representatives, lessees or assignees.

d) Access. The County, its agents, employees, representatives, lessees and assignees shall have access to the Property at all times. If Senoia must close the access road for any reason during the term of the lease, Senoia will exercise its best efforts to notify the County seventy-two (72) hours prior to closure or in the case of an emergency,

immediately upon becoming aware of the emergency. Notification by e-mail or facsimile shall constitute sufficient notice under the paragraph.

e) Insurance and Liability. Coweta County shall maintain, or require any assignee to maintain, general liability insurance on the Property leased in the amount of not less than \$3,000,000.00 combined single limit for each occurrence for bodily injury, personal injury and property damage liability naming Senoia as an additional insured.

f) Use of Tower by Senoia. Upon the payment of Senoia's annual pro-rata share of maintenance of the Western Area Regional Radio System (WARRS system), Senoia will have the right to use the system.

3. ASSIGNMENT OR SUBLEASE. Senoia authorizes the County to transfer, assign this Lease or sublease the Property to the Coweta County Development Authority and also authorizes the Coweta County Development Authority to enter into a sublease agreement with Municipal Communications, LLC. Senoia authorizes the County to sublease the property, assign or transfer this Agreement, Lease or any rights or obligations hereunder, with the exception of the County's obligation to make any rental payment as specified in this Lease. Senoia acknowledges that the County, the Coweta County Development Authority or Municipal Communications, LLC shall be leasing space on the Tower to third-parties, and Senoia authorizes such third parties to locate on the Tower and utilize the access easement as shown on Exhibit "A" for no additional rental payments other than those set forth in Paragraph (2)(b) .

4. MODIFICATIONS. It is the intention of the County and Senoia that this writing, including the Exhibits attached hereto, represents the full and complete understanding and agreement of the parties to the various matter specifically treated. The terms of this agreement shall not be altered, amended, or modified, except in writing signed by duly

authorized officers of the parties hereto.

5. **CONSTRUCTION UNDER GEORGIA LAW.** This Agreement shall be construed under the laws of the State of Georgia. This instrument shall constitute a binding legal contract by and between the parties hereto, in accordance with the authority granted by Article IX, Section III, Paragraph I of the 1983 Constitution of the State of Georgia. Each of the parties herein covenants that it has the requisite authority to provide the services, perform the functions, and otherwise do all things necessary, convenient and expedient to carry out the obligations and responsibilities herein set forth, either expressly or by reasonable implication.

6. **NOTICE.** Any notice or communications hereunder shall be in writing and shall be deemed to have been delivered when deposited in the United States mail, registered or certified, addressed as follows:

County Administrator, Coweta County, Georgia  
22 East Broad Street  
Newnan, Georgia 30263

City Manager, City of Senoia  
Post Office Box 310  
Senoia, Georgia 30276

7. **COUNTERPARTS.** This agreement may be simultaneously executed in any number of counterparts, with each counterpart considered to be an original.

8. **SEVERABILITY.** If any one or more of the terms, provisions, promises, covenants or conditions of this agreement or the application thereof to any person or circumstances, shall to any extent be adjudged invalid, or unenforceable, void or voidable for any reason whatsoever by any court of competent jurisdiction, each and all of the remaining terms, provisions, promises, covenants and conditions of this agreement shall not be affected thereby and shall be valid and enforceable to the fullest extent permitted by law.

9. **HEADINGS.** The captions and headings used throughout this agreement are for convenience or reference only, and the words contained therein shall not be deemed to affect the meaning of any provision of the scope or content of this agreement, nor in any way affect this agreement.

10. **ENTIRE AGREEMENT.** This document constitutes the entire Agreement between the parties and no terms outside of this written document shall be enforceable against the other party. This writing supersedes any prior negotiations between the parties concerning this Agreement, and upon its formal execution, this shall be the sole and controlling agreement defining said relationship.

11. **AUTHORIZATION.** The parties hereto hereby stipulate that they have been authorized to enter into this Agreement by action duly taken by their respective Boards.

**CITY OF SENOIA, GEORGIA**

Signed, sealed and delivered in  
in the presence of:

By: \_\_\_\_\_  
Mayor

\_\_\_\_\_  
Unofficial Witness

Attest: \_\_\_\_\_  
Clerk

\_\_\_\_\_  
Notary Public  
My commission expires:

(SEAL)

\_\_\_\_\_  
[NOTARY SEAL]

[signatures continued on following page]



**COWETA COUNTY, GEORGIA**

Signed, sealed and delivered in  
in the presence of:

By: \_\_\_\_\_  
Chairman

\_\_\_\_\_  
Unofficial Witness

Attest: \_\_\_\_\_  
Clerk

\_\_\_\_\_  
Notary Public  
My commission expires:

(SEAL)

\_\_\_\_\_  
[NOTARY SEAL]

Exhibit "A"

PROPOSED LEASE AREA  
MUNICIPAL COMMUNICATIONS, LLC  
"SENOIA"  
ATL 103

All that tract or parcel of land lying and being in Land Lots 248 and 249, 1<sup>st</sup> District, City of Senola, Coweta County, Georgia and being more particularly described as follows:

To find the point of beginning, commence at a ½ inch rebar found, said rebar having a Georgia State Plane Coordinate Value of N=1201736.80, E=2173745.92; Thence along a tie line, North 67°01'41" West, 281.22 feet to a point and the true POINT OF BEGINNING; Thence running, North 86°03'29" West, 487.12 feet to a point; Thence, North 03°56'29" East, 201.62 feet to a point; Thence, South 89°00'40" East, 487.77 feet to a point; Thence, South 03°56'31" West, 226.75 feet to a point and the true POINT OF BEGINNING.

Said tract contains 2.3952 ACRES (104,334 square feet), more or less, as shown in a survey prepared for Municipal Communications, LLC by POINT TO POINT LAND SURVEYORS, INC. dated November 4, 2010.

PROPOSED 50' INGRESS-EGRESS EASEMENT  
MUNICIPAL COMMUNICATIONS, LLC  
"SENOIA"  
ATL 103

All that tract or parcel of land lying and being in Land Lots 248 and 249, 1<sup>st</sup> District, City of Senoia, Coweta County, Georgia and being more particularly described as follows:

To find the point of beginning, commence at a ½ inch rebar found, said rebar having a Georgia State Plane Coordinate Value of N=1201736.80, E=2173745.92; Thence along a tie line, North 67°01'41" West, 281.22 feet to a point; thence, North 86°03'29" West, 201.62 feet to a point and the true POINT OF BEGINNING; North 03°56'29" East, 50.17 feet to a point; Thence, South 89°00'40" East, 914.48 feet to a point; Thence, South 00°23'28" East, 331.45 feet to a point; Thence, 34.61 feet along a curve to the right, having a radius of 95.00 feet and being scribed by a chord bearing South 10°02'48" West, 34.42 feet to a point; Thence, North 87°29'31" West, 56.23 feet to a point; Thence, 34.21 feet along the arc of a curve to the left having a radius of 45.00 feet and being scribed by a chord bearing North 21°23'16" East, 33.39 feet to a point; Thence, North 00°23'28" West, 282.54 feet to a point; Thence, North 89°00'40" West, 868.25 feet to a point and the true POINT OF BEGINNING.

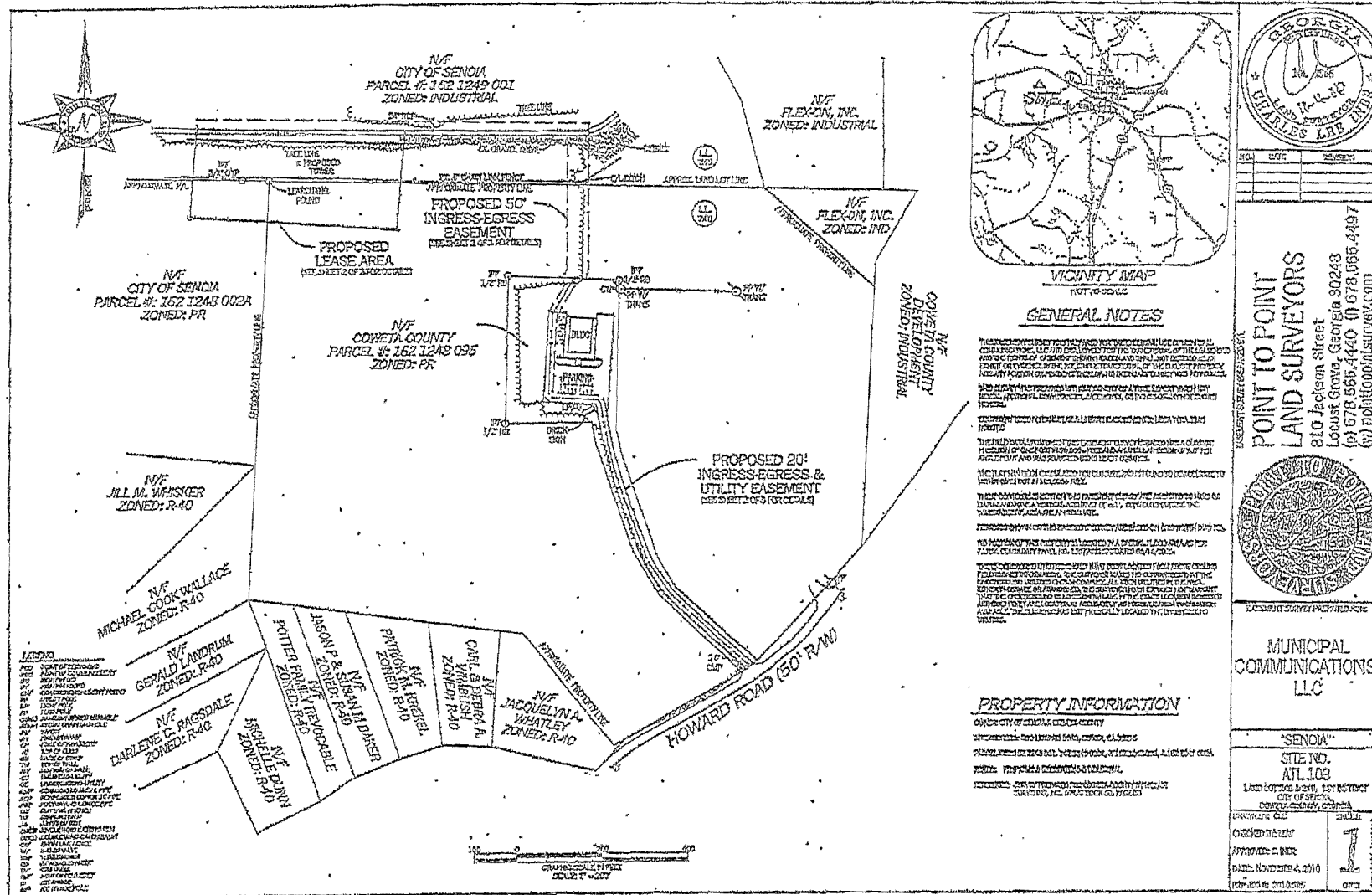
Said tract contains 1.4166 ACRES (61,707 square feet), more or less, as shown in a survey prepared for Municipal Communications, LLC by POINT TO POINT LAND SURVEYORS, INC. dated November 4, 2010.

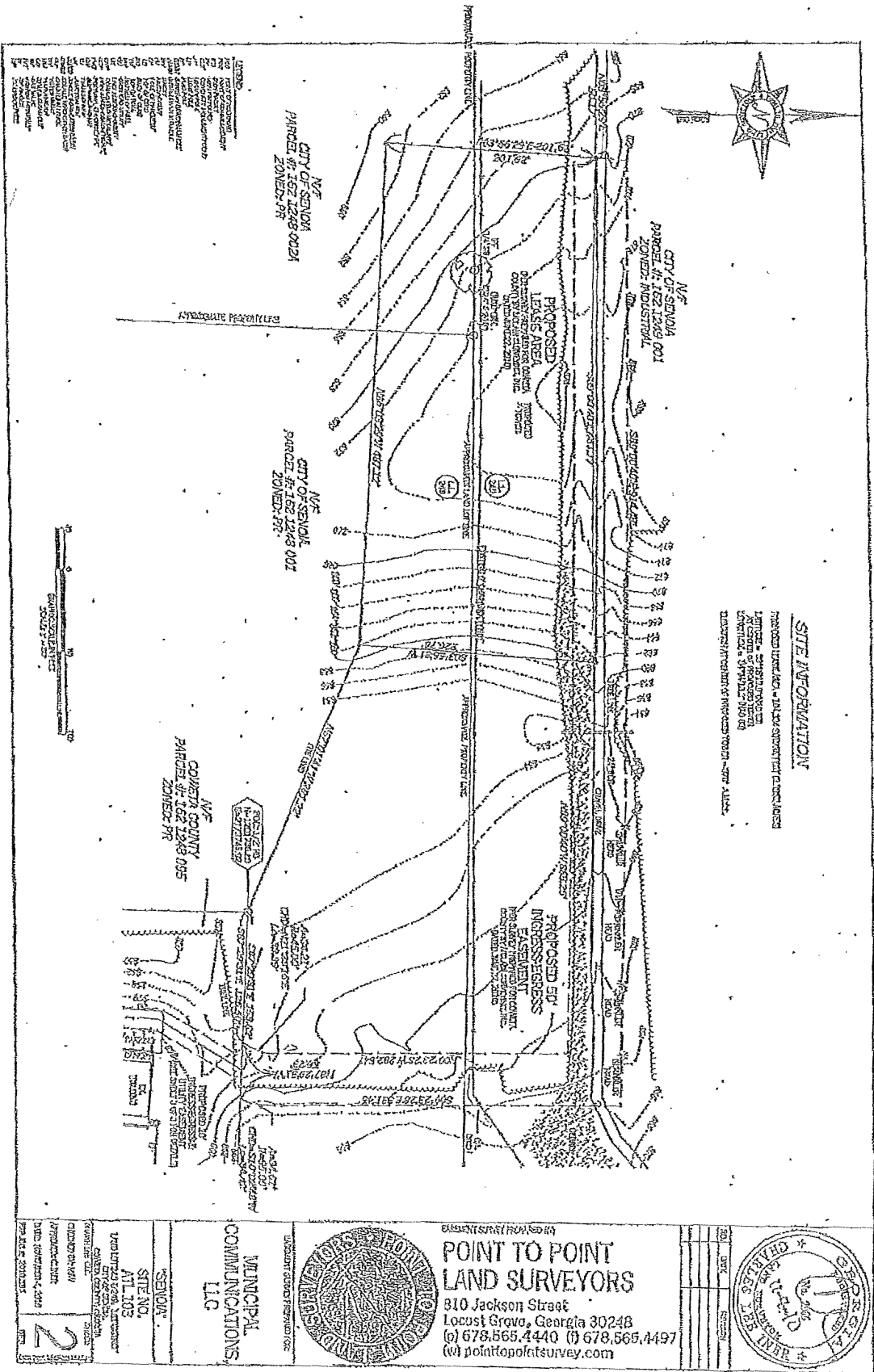
PROPOSED 20' INGRESS-EGRESS & UTILITY EASEMENT  
MUNICIPAL COMMUNICATIONS, LLC  
"SENOIA"  
ATL 103

Together with a proposed ingress-egress and utility easement lying and being in Land Lots 248 and 249, 1<sup>st</sup> District, City of Senoia, Coweta County, Georgia and being described by the following centerline data:

To find the point of beginning, commence at a ½ inch rebar found, said rebar having a Georgia State Plane Coordinate Value of N=1201736.80, E=2173745.92; thence, South 87°29'31" East, 153.62 feet to a point and the true POINT OF BEGINNING; Thence running, South 31°19'24" West, 93.40 feet to a point; Thence, South 02°26'26" West, 185.01 feet to a point; Thence, 12.42 feet along a curve to the left, having a radius of 8.00 feet and being scribed by a chord bearing South 42°01'17" East, 11.21 feet to a point; Thence, South 86°29'00" East, 106.80 feet to a point; Thence, 10.56 feet along a curve to the right, having a radius of 8.00 feet and being scribed by a chord bearing South 48°39'27" East, 9.81 feet to a point; Thence, South 10°49'55" East, 104.91 feet to a point; Thence, South 15°46'51" East, 75.50 feet to a point; Thence, South 20°43'16" East, 205.34 feet to a point; Thence, South 34°15'56" East, 95.94 feet to a point; Thence, South 46°54'37" East, 251.08 feet to the ENDING at a point on the Northern right-of-way line of Howard Road (having a 50 foot right-of-way).

As shown in a survey prepared for Municipal Communications, LLC by POINT TO POINT LAND SURVEYORS, INC. dated November 4, 2010.





### PROPOSED LEASE AREA

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOTS 200 AND 201, 1ST DISTRICT, CITY OF SENOA, COWETA COUNTY, GEORGIA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

TO FIND THE POINT OF BEGINNING, COMMENCE AT A 1/4 SECTION CORNER, SAID SECTION HAVING A GEORGIA STATE PLANE COORDINATE VALUE OF N-2201366.81 E-2173745.32; THENCE ALONG A BE LINE, NORTH 67°01'41" WEST, 201.22 FEET TO A POINT AND THE TRUE POINT OF BEGINNING; THENCE RUNNING, NORTH 85°02'27" WEST, 207.42 FEET TO A POINT; THENCE, NORTH 67°58'27" EAST, 211.42 FEET TO A POINT; THENCE, SOUTH 89°00'47" EAST, 437.77 FEET TO A POINT; THENCE, SOUTH 85°58'31" WEST, 204.25 FEET TO A POINT AND THE TRUE POINT OF BEGINNING.

SAID TRACT CONTAINS 2.2252 ACRES OR 0.4336 SQUARE FEET, MORE OR LESS.

### PROPOSED 50' INGRESS-EGRESS EASEMENT

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOTS 200 AND 201, 1ST DISTRICT, CITY OF SENOA, COWETA COUNTY, GEORGIA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

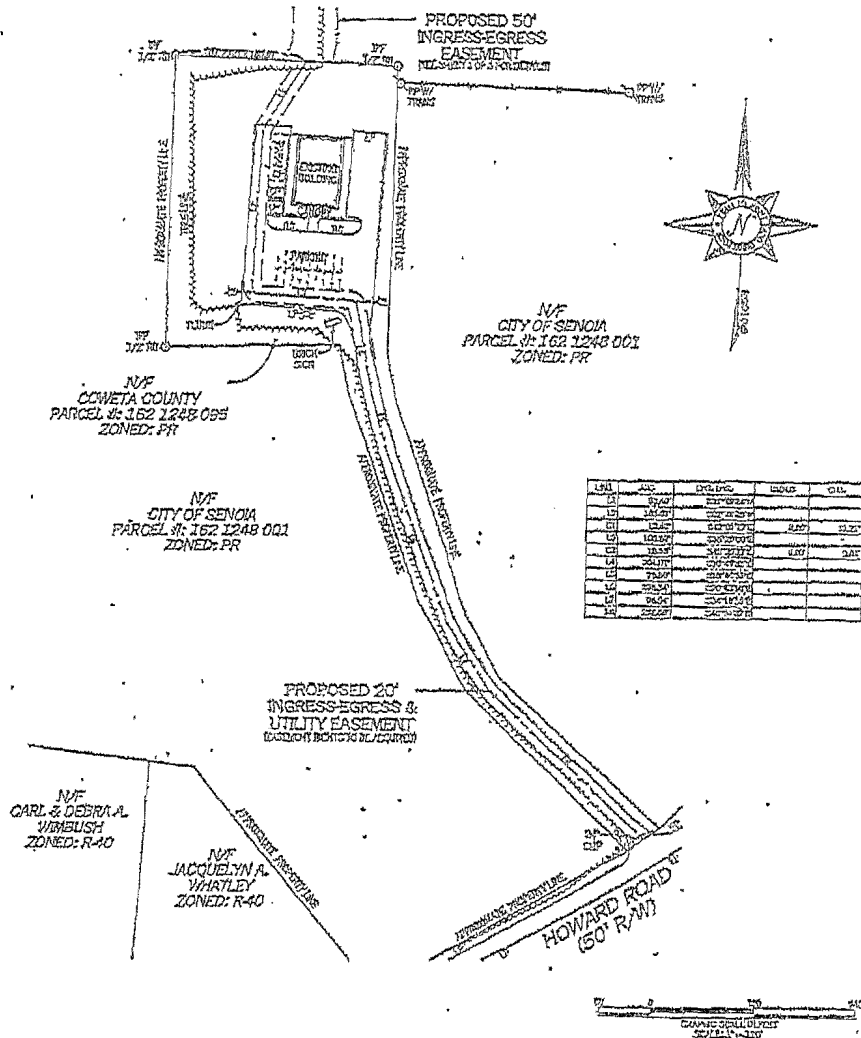
TO FIND THE POINT OF BEGINNING, COMMENCE AT A 1/4 SECTION CORNER, SAID SECTION HAVING A GEORGIA STATE PLANE COORDINATE VALUE OF N-2201366.81 E-2173745.32; THENCE ALONG A BE LINE, NORTH 67°01'41" WEST, 201.22 FEET TO A POINT; THENCE, NORTH 85°02'27" WEST, 207.42 FEET TO A POINT; AND THE TRUE POINT OF BEGINNING; THENCE, NORTH 67°58'27" EAST, 211.42 FEET TO A POINT; THENCE, SOUTH 89°00'47" EAST, 437.77 FEET TO A POINT; THENCE, SOUTH 85°58'31" WEST, 204.25 FEET TO A POINT; THENCE, SOUTH 00°23'20" EAST, 331.24 FEET TO A POINT; THENCE, SOUTH 34°11' FEET ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 550.00 FEET AND BEING SCHEDED BY A CHORD BEARING, SOUTH 0°02'40" WEST, 344.42 FEET TO A POINT; THENCE, NORTH 07°28'41" WEST, 85.23 FEET TO A POINT; THENCE, SOUTH 21°21' FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 15.00 FEET AND BEING SCHEDED BY A CHORD BEARING, NORTH 21°23'16" EAST, 83.09 FEET TO A POINT; THENCE, NORTH 00°22'28" WEST, 212.54 FEET TO A POINT; THENCE, NORTH 89°00'40" WEST, 83.25 FEET TO A POINT AND THE TRUE POINT OF BEGINNING.

SAID TRACT CONTAINS 1.4165 ACRES OR 0.7077 SQUARE FEET, MORE OR LESS.

### PROPOSED 20' INGRESS-EGRESS & UTILITY EASEMENT

TOGETHER WITH A PROPOSED INGRESS-EGRESS AND UTILITY EASEMENT LONG AND BEING IN LAND LOTS 200 AND 201, 1ST DISTRICT, CITY OF SENOA, COWETA COUNTY, GEORGIA, AND BEING DESCRIBED BY THE FOLLOWING CENTERLINE DATA:

TO FIND THE POINT OF BEGINNING, COMMENCE AT A 1/4 SECTION CORNER, SAID SECTION HAVING A GEORGIA STATE PLANE COORDINATE VALUE OF N-2201366.81 E-2173745.32; THENCE, SOUTH 42°29'31" EAST, 153.62 FEET TO A POINT AND THE TRUE POINT OF BEGINNING; THENCE RUNNING, SOUTH 42°29'31" EAST, 93.43 FEET TO A POINT; THENCE, SOUTH 02°25'25" WEST, 105.01 FEET TO A POINT; THENCE, 12.42 FEET ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 14.00 FEET AND BEING SCHEDED BY A CHORD BEARING, SOUTH 22°01'17" EAST, 11.21 FEET TO A POINT; THENCE, SOUTH 86°29'07" EAST, 306.80 FEET TO A POINT; THENCE, 10.56 FEET ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 14.00 FEET AND BEING SCHEDED BY A CHORD BEARING, SOUTH 48°29'27" EAST, 9.21 FEET TO A POINT; THENCE, SOUTH 10°40'55" EAST, 104.91 FEET TO A POINT; THENCE, SOUTH 15°40'51" EAST, 75.30 FEET TO A POINT; THENCE, SOUTH 20°48'08" EAST, 205.34 FEET TO A POINT; THENCE, SOUTH 04°15'07" EAST, 80.4 FEET TO A POINT; THENCE, SOUTH 46°52'37" EAST, 221.03 FEET TO THE BEGINNING AT A POINT ON THE NORTHERN RIGHT-OF-WAY LINE OF HOWARD ROAD DURING A 50' RIGHT-OF-WAY.



NO.	DATE	REVISION

**POINT TO POINT LAND SURVEYORS**  
 810 Jackson Street  
 Locust Grove, Georgia 30243  
 (p) 678.565.4440 (f) 678.565.4497  
 www.pointtopointsurvey.com



EXHIBIT B (PARTIAL) PREPARED FOR:

**MUNICIPAL COMMUNICATIONS, LLC**

"SENOA"  
 SITE NO.  
 ATL 103  
 LAND LOT 200 & 201, 1ST DISTRICT  
 CITY OF SENOA  
 COWETA COUNTY, GEORGIA

DATE: 01/11/2011  
 DRAWN BY: JLS  
 CHECKED BY: JLS  
 DATE: 01/11/2011  
 SCALE: 1"=40.00'