

City of Foley, AL

407 E. Laurel Avenue
Foley, AL 36535

Signature Copy

Resolution: 15-2101-RES

File Number: 15-0179

Enactment Number: 15-2101-RES

ATT's Third Amendment to Tower Site Lease Agreement

WHEREAS, The City of Foley entered into a Tower Site Lease Agreement with Tritel Communications, LLC on June 5, 2000, amended by first Amendment to Tower Site lease Agreement dated October 19, 2011, and further amended by that certain Second Amendment to tower Site Lease Agreement dated June 11, 2012, and

WHEREAS, Tritel Communications, LLC was merged with New Cingular Wireless PCS, LLC as Delaware limited liability company, and

WHEREAS, New Cingular Wireless PCS, LLC wants to replace three antennas for new ones and install three RRUS and associated equipment.

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Foley, Alabama, as follows:

SECTION 1: Approves the Mayor entering into the Third Amendment to Tower site Lease Agreement with New Cingular Wireless PCS, LLC, successor of Tritel Communications, LLC (Tenant), which is made a permanent part of this resolution upon adoption. The following account shall be used: 01-4763.

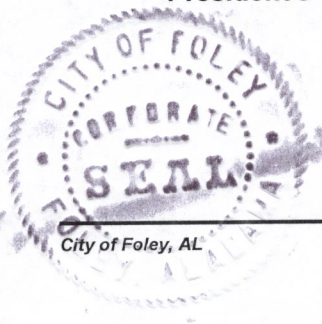
SECTION 2: This Resolution shall become effective immediately upon its adoption as required by law.

PASSED, APPROVED AND ADOPTED this 16th day of March, 2015.

President's Signature

Date

3-18-15



Attest by City Clerk

Victoria Fortner

Date

3-18-2015

Mayor's Signature

[Signature]

Date

3/19/2015

RESOLUTION NO. 4664-11

APPROVING FIRST AMENDMENT TO AT&T'S TOWER LEASE AGREEMENT

WHEREAS, on June 5, 2000 the City of Foley entered into a Tower Site Lease Agreement with Tritel Communications, Inc. ("Tritel"), and

WHEREAS, Tritel was bought out by New Cingular Wireless PCS, LLC and is wishes to amend the original agreement consisting of but not limited to the term, rent, tenant's obligation to pay – rent guarantee.

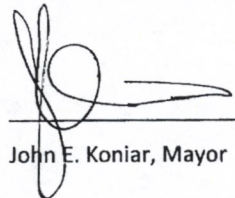
NOW THEREFORE BE IT RESOLVED that the City Council of the City of Foley, Alabama, as follows:

SECTION 1: Authorizes the Mayor to execute the First Amendment to New Cingular Wireless PCS, LLC's Tower Lease Agreement and is made a permanent part of this resolution upon its adoption.

SECTION 2: This Resolution shall become effective immediately upon its adoption as required by law.

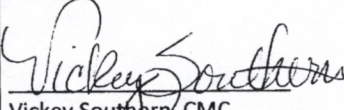
PASSED, ADOPTED AND APPROVED THIS 19th day of September, 2011.





John E. Koniar, Mayor

ATTEST:



Vickey Southern, CMC
City Clerk



City of

FOLEY

407 EAST LAUREL AVENUE
P.O. BOX 1750
FOLEY, ALABAMA 36536
(251) 943-1545 • FAX (251) 970-2144
www.cityoffoley.org

September 23, 2011

Hector Frias
Lease Consultant
Black Dot Wireless
27271 Las Ramblas, Suite 200
Mission Viejo, CA 92691

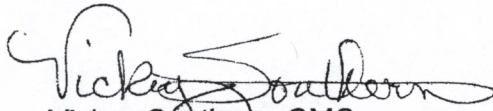
Dear Hector:

The Foley City Council, during its regularly scheduled Council meeting September 19, 2011, adopted Resolution 4664-11 approving First Amendment to AT&T's Tower Lease Agreement. Enclosed are the following documents:

1. Three (3) original amendments
2. Three (3) original Memorandum of Lease
3. Two (2) original Certificate of Incumbency and Authority

Please return one fully executed Amendment and Memorandum of Lease to my attention in the enclosed self addressed stamped envelope.

Sincerely,


Vickey Southern, CMC
City Clerk

CERTIFICATE OF INCUMBENCY AND AUTHORITY

Complete Organization Name: City of Foley, Alabama

Type of Entity: An Alabama Municipal Corporation

The undersigned members and/or owners and/or shareholders and/or employed management and/or officers of the organization referenced above hereby certify that the individual(s) named below are all members and/or owners and/or shareholders and/or employed management and/or officers of the said organization:

And that John E. Koniar (print name) Mayor (print title), has the authority to sign, seal, deliver, negotiate, accept and enter into agreements, contracts, purchases and other instruments or documents by and on behalf of said organization in accordance with the agreement of said organization and under the authority of the said organization, and that any of the foregoing actions taken by the person referenced above on behalf of said organization with New Cingular Wireless PCS, LLC, a Delaware limited liability company and/or its subsidiaries and affiliates and the officers, directors and employees of each, is hereby adopted, ratified and confirmed by the said organization.

WITNESS our hands as of the 19th day of September, 2011

SIGNATURE: _____

PRINT NAME: John E. Koniar

TITLE: _____

SIGNATURE: _____

PRINT NAME: Vickey Southern, CMC

TITLE: _____

City Clerk

Cell Site No. N139010
Cell Site Name: 30204700A
Fixed Asset No. 10079413
Market: ALABAMA/MISSISSIPPI/LOUISIANA
Address: 200 East Section Avenue, Foley, AL 36535

FIRST AMENDMENT TO TOWER SITE LEASE AGREEMENT

THIS FIRST AMENDMENT TO TOWER SITE LEASE AGREEMENT ("Amendment") dated as of the later date below is by and between *The City of Foley, an Alabama municipal corporation*, having a mailing address at *P.O. Box 1750, Foley, Alabama 36536* (hereinafter referred to as "Landlord") and New Cingular Wireless PCS, LLC, a Delaware limited liability company registered to do business in Alabama, having a mailing address at 12555 Cingular Way, Suite 1300, Alpharetta, GA 30004 (hereinafter referred to as "Tenant").

WHEREAS, Landlord and Tenant's predecessor in title (Tritel Communications, Inc., a corporation of the State of Delaware) entered into a Tower Site Lease Agreement dated June 5, 2000 (the "Agreement") whereby Landlord leased to Tenant certain real property interests therein described (the "Premises"), a true and correct copy of which, together with all exhibits and addendums, is attached hereto and incorporated herein by reference as Exhibit "A"; and

WHEREAS, Landlord and Tenant desire to amend and modify certain provisions of the Agreement as set forth herein, but otherwise the Agreement shall remain in full force and effect except as expressly modified hereby; and

NOW THEREFORE, in consideration of the foregoing and the mutual rights and benefits conferred by the amendments herein made to the Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by both parties, Landlord and Tenant agree as follows:

1. Modification of Term. The Term provisions found in Section 2 of the Agreement shall continue in full force and effect through December 31, 2011, and thereafter Section 2 of the Agreement shall be replaced in its entirety with the following: Subject to the Termination provisions in the Agreement, a new initial term of FIVE (5) YEARS ("New Initial Term") shall commence on January 1, 2012 and expire at the end of the day on December 31, 2017 (the "New Initial Term"). Thereafter there shall be a maximum of FOUR (4) additional renewal terms of FIVE (5) YEARS each (each an "Extension Term") which shall automatically commence upon the expiration of the prior term without further action by Tenant or Landlord. Unless earlier terminated, the last day of the term of this Amendment shall be on December 31, 2037. Hereafter, the defined term "Term" shall include the New Initial Term and any applicable Extension Term.

2. Modification of Rent. The Rent provisions found in Section 3 of the Agreement shall continue in full force and effect through December 31, 2011, and thereafter Section 3 of the Agreement shall be replaced in its entirety with the following: Commencing on January 1, 2012, the Rent payable for each year of the New Initial Term shall be THIRTEEN THOUSAND NINE HUNDRED FORTY-TWO and 29/100 DOLLARS (\$13,942.29) per annum, which payment is due and payable in advance of the first day of the year. The rent payable in advance of each year of each Extension Term will be as follows:

First Extension Term – \$16,033.63 per year
Second Extension Term – \$18,438.68 per year
Third Extension Term – \$21,204.48 per year
Fourth Extension Term – \$24,385.15 per year

Cell Site No. N139010
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3. **Modification of Tenant's Obligation to Pay – Rent Guarantee.** Notwithstanding Tenant's obligations to pay Rent set forth under the Agreement, for a thirty-six (36) month period commencing January 1, 2012 and ending December 31, 2014 ("Rent Guarantee Period"), Tenant's obligation to pay Rent is guaranteed and such obligation will not be subject to offset or cancellation by Tenant. Notwithstanding the foregoing, if Landlord exercises any of Landlord's rights to terminate the Agreement, if any, other than the Landlord's right to terminate this Agreement due to the default of the Tenant under the terms of the Agreement beyond any applicable grace and cure period, Tenant will be released from any and all of its obligations to pay Rent during the Rent Guarantee Period as of the effective date of the termination. In addition, Tenant shall be released from any and all of its obligations to pay Rent during the Rent Guarantee Period if the following shall occur: (a) Landlord is in breach of the Agreement, including but not limited to any default under the terms of the Agreement beyond any applicable grace and cure period; (b) there is a foreclosure of the Property which results in termination of the Agreement; (c) the Landlord shall require Tenant to relocate Tenant's equipment and facilities to a location that is not acceptable to Tenant in its reasonable business judgment if allowed for in the Agreement; (d) any existing government permits and/or approvals cannot be obtained or maintained, at no fault of the Tenant; or (e) Tenant terminates the Agreement pursuant to the terms of the Permitted Use section as modified below. If this Agreement is further modified in the future with an obligation for Tenant to pay additional Rent, the payment of Rent guarantee established in this paragraph will not be diminished or limited, but such Rent guarantee will not extend to that future additional Rent obligation.

4. **Permitted Use.** In supplement to the terms set forth in Section 1 of the Agreement ("Premises and Use") Tenant may modify, supplement, replace, upgrade, expand, relocate or refurbish its Communications Equipment on the Site at any time during the term of this Agreement without notice to or consent from the Landlord, provided, however that the Communications Equipment must fit within the following parameters:

Total Weight –	Maximum of 17.6 lbs
Mounting Height –	Bottom of antenna no lower than 145 feet above ground; Top of antenna no higher than 151 feet above ground. Center of antenna to be located at 148 feet above ground

Otherwise all other provisions found in Section 1 of the Agreement shall remain in full force and effect.

5. **Memorandum of Agreement.** Either party will, at any time upon fifteen (15) days prior written notice from the other, execute, acknowledge and deliver to the other a recordable Memorandum of Agreement substantially in the form of the Exhibit "B". Either party may record this memorandum at any time, in its absolute discretion and at its sole expense.

6. **Acknowledgement.** Landlord acknowledges that: 1) this Amendment is entered into of the Landlord's free will and volition; 2) Landlord has read and understands this Amendment and the underlying Agreement and, prior to execution of the Amendment, was free to consult with counsel of its choosing regarding Landlord's decision to enter into this Amendment and to have counsel review the terms and conditions of the Amendment; 3) Landlord has been advised and is informed that should Landlord not enter into this Amendment, the underlying Agreement between Landlord and Tenant, including any termination or non renewal provision therein, would remain in full force and effect.

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7. Removal/Restoration. In addition to the terms set forth in the Agreement, Landlord agrees that the Communications Equipment and any related equipment brought to the Site or the Land by Tenant, its agents, contractors, predecessors-in-interest or subtenants, shall be and remain Tenant's personal property or the personal property of its subtenant(s), as the case may be. Landlord waives any and all rights it may have, including any rights it may have in its capacity as Landlord under the Agreement to assert any liens, encumbrances or adverse claims, statutory or otherwise, related to or in connection with the Communications Equipment or any portion thereof. Tenant, in its sole discretion, may remove its Communications Equipment or any portion thereof at any time during the Term of the Agreement, without notice to Landlord and without Landlord's consent.

8. Notices. The Notice provisions found in Section 6 of the Agreement is hereby deleted in its entirety and replaced with the following: NOTICES. 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:

As to Tenant:

New Cingular Wireless PCS, LLC
Attn: Network Real Estate Administration
Cell Site #: **10079413**; Cell Site Name: **30204700A/Foley**
Fixed Asset No: **10079413**
12555 Cingular Way, Suite 1300
Alpharetta, GA 30004

With a required copy of the notice sent to the address above to AT&T Legal at:
Attn.: AT&T Legal Department
New Cingular Wireless PCS, LLC
Re: Cell Site #: **10079413**; Cell Site Name: **30204700A/Foley**
Fixed Asset No: **10079413**
15 East Midland Avenue
Paramus, NJ 07652

As to Landlord:

CITY OF FOLEY
Attn: **Michael Thompson**
407 East Laurel Avenue
Foley, AL 36536

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.

Cell Site No. N139010
Cell Site Name: 30204700A
Fixed Asset No. 10079413
Market: ALABAMA/MISSISSIPPI/LOUISIANA
Address: 200 East Section Avenue, Foley, AL 36535

9. Other Terms and Conditions Remain. In the event of any inconsistencies between the Agreement and this Amendment, the terms of this Amendment shall control. Except as expressly set forth in this 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 Amendment.

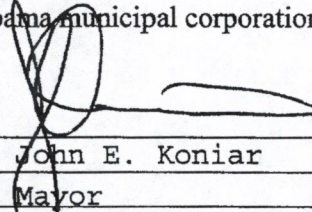
10. Capitalized Terms. All capitalized terms used but not defined herein shall have the same meanings as defined in the Agreement.

Cell Site No. N139010
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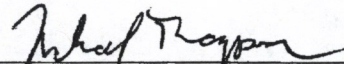
IN WITNESS WHEREOF, the parties have caused their properly authorized representatives to execute and seal this Amendment on the date and year below.

LANDLORD:

The City of Foley,
an Alabama municipal corporation

By: 
Name: John E. Koniar
Title: Mayor
Date: September 19, 2011

Attested by:

By: 
Name: Mike Thompson
Title: City Administrator

TENANT:

New Cingular Wireless PCS, LLC
a Delaware limited liability company
By: AT&T Mobility Corporation
Its: Manager

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: _____
Title: _____

Cell Site No. N139010
Cell Site Name: 30204700A
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Address: 200 East Section Avenue, Foley, AL 36535

LANDLORD ACKNOWLEDGEMENT

STATE OF ALABAMA)
) SS.
COUNTY OF BALDWIN)

I certify that I know or have satisfactory evidence that JOHN E. KONIAR 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 First Amendment to the Tower Site Lease Agreement of THE CITY OF FOLEY, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: September 22, 2011.

Notary Seal

(Signature of Notary) Sandra K. Pate

(Legibly Print or Stamp Name of Notary)

Notary Public in and for the State of Alabama

My appointment expires: June 18, 2012

TENANT ACKNOWLEDGEMENT

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 he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the _____ of New Cingular Wireless PCS, LLC, 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: _____

Cell Site No. N139010
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EXHIBIT A

STATE OF ALABAMA

COUNTY OF BALDWIN

TOWER SITE LEASE AGREEMENT

This Communications Tower Lease Agreement ("Agreement"), made as of the 5th day of June, 2000 by and between Tritel Communications, Inc. ("Tritel"), a corporation of the State of Delaware, and The City of Foley ("Owner"), a municipal corporation of the State of Alabama.

WITNESSETH:

In consideration of the mutual agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound, the parties hereto agree as follows:

1. Premises and Use. Owner owns certain real property located in Foley, Alabama, as more fully described in Exhibit "A" attached hereto and incorporated herein by reference (the "Land"), on which property Owner owns and operates a 180 foot communications tower (the "Site"). Upon the terms and conditions set forth in this Agreement, Owner hereby grants Tritel the right to install and operate the following described communications equipment (collectively, the "Communications Equipment") on the Site:

"Communications Equipment"

Antenna:

Quantity: 6

Type: (panel)

Manufacturer: Allgon

Model: Tx1/Tx2/Tx3/7200.01; Rx1/Rx2/Rx3/7251.01

Length: 74.8"/75"

Weight: 13.2 lbs./17.6 lbs.

Mounting Height:

At base of the antenna: 145 ft.

At center of the antenna: 148 ft.

GC: 00-172

At tip of the antenna: 151 ft.

Orientation: 0, 120 & 240 degrees

Downtilt: 0 degrees

Cable: Commscope

Number of Lines: 9

Type: Coax

Size: 1 5/8"

Tritel shall not install any additional or different pieces of equipment, antennas or things on Owner's Site without the express, prior written consent of Owner.

Owner is also hereby leasing to Tritel a portion of real property on the Land for Tritel to construct or place a telecommunications facility, including, cable runs, ice-bridge, concrete pad for equipment shelter, 10' x 16' equipment shelter, grounding ring, mounting hardware, base station, utilities rack, underground electrical and telco transmission lines, and power pole with meter and disconnect, the exact location to be reasonably approved by the Owner, but generally depicted in Exhibit B, Site Plan Details.

Tritel shall not install, place, or locate any additional or different pieces of equipment or property on Owner's Land as depicted in Site Plans, Exhibit B, without the express, prior written consent of the Owner.

Owner is also hereby granting Tritel a non-exclusive easement for reasonable access to the Site and Land to monitor, test, repair, install, remove, or otherwise have access to its equipment located on the Site and the Land. Said easement shall remain in effect only during the term of this Agreement.

Tritel shall use the Site and Land for the purpose of constructing and operating a telecommunications transmission facility. Such transmission and operation shall be conducted in accordance with the standards imposed by all regulatory bodies, including, without limitation, the Federal Communications Commission and any local, state or federal body with authority over such transmission and operation. All improvements shall be at Tritel's expense. Tritel shall use the Site for no other purpose without the prior written consent of the Owner. Furthermore, Tritel's installation and/or use of the Site and Land shall not unreasonably prevent Owner from using, selling, leasing or otherwise disposing of any other antenna locations available, as long as such additional installation and/or use by a third party does not limit, impair, restrict, or interfere with the operation of Tritel's existing communications facility.

Tritel must keep the Site and the Land free of debris and anything of a dangerous, noxious or offensive nature or which would create a hazard, undue vibration, heat, noise, or interference.

The Site and Land is taken and accepted by Tritel in an "as is" condition. Taking possession of the Site and Land by Tritel shall be conclusive evidence that the Site and Land was, on that date, in good tenantable condition. Tritel acknowledges that no representations as to the repair of the Site or Land or promises to alter, remodel or improve the Site or Land has been made by Owner.

2. Term. The term of this Agreement (the "Initial Term") shall commence on the date Tritel signs this Agreement, or if Tritel signs first, the date Owner signs this Agreement. The Initial Term shall be the period of time from that date to the fifth (5th) year anniversary of the effective date of this Agreement. This Agreement will be automatically renewed for four (4) additional terms (each a "Renewal Term") of five (5) years each, which Renewal Terms shall commence on the fifth (5th), tenth (10th), fifteenth (15th), and twentieth (20th) year anniversaries of the effective date of this Agreement, unless Tritel provides Owner notice of intention not to renew not less than 90 days prior to the expiration of the term then in effect. Furthermore, this Agreement may be terminated as provided in Paragraph 11, Termination. Except as provided in Paragraph 3, Rent, and unless amended in accordance with Paragraph 15, Miscellaneous, the terms of this Agreement shall remain in effect during the Initial Term, any Renewal Terms, and for so long as Tritel maintains or operates any equipment on the Site or Land.

3. Rent. Annual rent will be paid as follows: Tritel will pay an annual rent of \$13,200.00 for each year of the Initial Term to Owner at the address provided below. The first year's rent shall be due in advance on the commencement date of this Agreement, and thereafter Tritel shall pay annual rent in advance on each yearly anniversary of the commencement of this Agreement without invoice from the Owner.

The annual rent during each year of any Renewal Term will be the annual rent in effect for the preceding term increased by the Consumer Price Index for All Urban Consumers (CPI-U) for the U.S. City Average for All Items, as published by the Bureau of Labor Statistics (BLS), and shall be determined by: (i) dividing the CPI-U indicator published most recently prior to the renewal date by the CPI-U indicator published at the beginning of the term then in effect; and (ii) multiplying the resultant number by the annual rent paid during the term then in effect. This will

be the annual rent for each year of that Renewal Term; provided however, that the Annual Rent for each Renewal Term shall increase by not less than 10% nor more than 20% of the Annual Rent paid during the preceding term. This computation will be repeated at the beginning of each Renewal Term.

Rent and all other sums owing to Owner hereunder which are not paid within 10 days of their due date shall accrue interest from the due date at a rate of one and one-half percent (1.5%) per month. Tritel hereby grants Owner a continuing security interest in its equipment, antennas and facilities on the Site and Land for any payments due Owner pursuant to this Agreement.

4. Title and Quiet Possession. Owner represents and agrees: (a) that it is the Owner of the Site and Land; (b) that it has the right to enter into this Agreement; and (c) that the person signing this Agreement has the authority to sign. Owner further represents and agrees that, for so long as this Agreement remains in effect, and except as provided herein to the contrary, Tritel shall have non-exclusive access to the Site at all times and shall have non-exclusive, quiet possession of the Site so long as Tritel is not in default beyond the expiration of any cure period, and provided that Tritel's use, access and occupancy shall not unreasonably restrict Owner's and other present or future tenants' access to or use of the Site or Land.

5. Assignment/Subletting. Tritel shall not assign or transfer this Agreement without the prior written consent of Owner; provided, however, Tritel may assign without Owner's prior written consent to: (1) any party controlling, controlled by or under common control with Tritel; (2) to any party which acquires rights to Tritel's FCC operating licenses or substantially all of the assets of Tritel; (3) to a financial institution for purposes of securing indebtedness related to Tritel's equipment. Tritel and the party or entity assigned shall promptly give notice to Owner of any such assignments. Tritel may not sublet the Site or Land.

6. Notices. All notices must be in writing and are effective when deposited in the U.S. mail, certified and postage prepaid, or when sent via overnight delivery, to the address set forth below, or as otherwise provided by law:

Lessor: City of Foley
 407 East Laurel Avenue
 Foley, AL 36536
Attention Mr. Perry C. Wilbourne
 City Administrator

With Copy to: Warren C. Herlong
150 Government St.
Suite 2000
Mobile, AL 36602
334-432-5521
334-432-633 Fax

Lessee: Tritel Communications, Inc.
111 East Capitol St.
Suite 500
Jackson, MS 39201
601-914-8000
Attention: Jackie Warren
Manager, Lease Administration

With a copy to: Tritel Communications, Inc.
General Council
111 East Capitol St.
Suite 500
Jackson, MS 39201
601-914-8000
Attention: James Neeld, IV

7. Improvements. Except as limited by Paragraph 1, Premises and Use, Tritel may, at its expense, maintain and make such improvements on the Site and Land as it deems necessary from time to time for the operation of a telecommunications transmission facility. Upon termination or expiration of this Agreement, Tritel shall, at its sole expense, remove all its equipment, constructions, installations, and improvements to the Land and Site within thirty (30) days both on the surface and down to three feet below the surface and restore Owner's Land and Site to the same good order and condition that existed immediately prior to the commencement of this Agreement.

8. Compliance with Laws. Owner represents that the Land and the Site, and all improvements located thereon, are in substantial compliance with building, life/safety, disability and other laws,

codes and regulations of applicable governmental authorities. Tritel shall comply with all applicable laws relating to its construction, possession, operations, and use of the Site and Land.

9. Interference. Tritel's installation, operation and maintenance of its Communications Equipment and other things on the Site and Land shall not damage or interfere in any way with Owner's Site or Owner's operations repair, or maintenance activities. Tritel agrees to resolve all interference problems with other existing equipment located at the Site and the Land that would not occur but for the presence of Tritel's equipment or its installation and operation. Furthermore, Tritel will resolve all interference problems that may arise now or in the future with Owner's communications equipment located at the Site or the Land now and in the future.

In the event any device placed upon the Site or Land by Tritel causes any problem with the operation of the Owner's Site or communications system, it shall be the obligation of Tritel to remedy such problem. Owner shall notify Tritel in writing of any such problems pursuant to Paragraph 12, Default. In the event Tritel fails to remedy any such interference or problems with the Owner's communications system to the satisfaction of the Owner, Tritel shall remove all equipment from the Site and Land and this Agreement shall be terminated.

In the event that any device placed on the Site or Land by others not a party to this Agreement causes any problem with the operations of the Owner's Site or communications system, it shall be the obligation of the party responsible for the installation and/or operation of said device to remedy such problem or interference, and Tritel shall not be responsible.

Owner, at all times during this Lease, reserves the right to take any action it deems necessary, in its sole discretion, to repair, maintain, protect, alter or improve the Site, Land and its communications equipment as may be necessary or desirable. Owner agrees to give reasonable notice to any such activities to Tritel and to reasonably cooperate with Tritel to carry out such activities with a minimum amount of interference with Tritel's operations.

10. Utilities. Tritel shall be solely responsible for and promptly pay all utility charges for electricity, telephone service or any other utility used or consumed by Tritel on the Land and the Site. Owner will cooperate with Tritel in Tritel's efforts to obtain utilities for the Site.

11. Termination. Tritel may terminate this Agreement at any time by 30 days' advance notice to Owner without further liability if: (1) Tritel does not obtain all permits or other approvals (collectively, "Approval") required from any governmental authority or any easements required from any third party to operate the Communications Equipment; (2) any such approval is canceled, expires or is withdrawn or terminated by the permitting or approving agency or entity; (3) or if the Owner fails to have proper ownership of, or appropriately clear title to the Site or authority to enter in this Agreement. Tritel may also terminate this Agreement on any anniversary date of the commencement of this Lease by giving the Owner a minimum of 120 days' advance written notice.

Owner may terminate this Agreement after 120 days advanced written notice in the event that Tritel's existing space on the tower Site is needed by Owner for the addition of the municipality's own communication equipment; provided:

- a) such additional equipment is proper and necessary for the required operation of the municipality's communication system, and
- b) the additional equipment cannot be installed and properly operated at another location on the tower Site, and
- c) the location of Tritel's Communication Equipment would prevent the installation and proper operation of the additional equipment.

It is understood and agreed that, upon notice of such termination, Tritel, at its option, may relocate its Communications Equipment, at Tritel's expense, to an alternative available location on the tower Site, provided,

- a) such relocation would cause no interference to Owner or existing third party tenants,
- b) such relocation would not render the tower Site structurally unsound, and
- c) Tritel completes such relocation within 120 days of termination notice.

If such relocation is made hereunder, Tritel agrees to execute, upon request of Owner, an amendment to this Agreement describing the Site location, but all other terms, covenants and conditions of this Agreement shall remain in full force and effect.

Furthermore, Owner may terminate this Agreement at any time based upon the recommendation of a mutually acceptable structural engineer licensed in the State of Alabama that the Site is structurally unsound taking into account the continued occupancy by Tritel and only the municipality's equipment loading. Owner may also terminate this Agreement at any time if it determines that the continued occupancy of the Site by Tritel is a threat to health or safety. Owner may also terminate this Agreement at any time if: (i) Tritel is adjudicated a bankrupt or

insolvent and such adjudication is not vacated within thirty (30) days; (ii) a receiver or trustee is appointed for Tritel's business or property and such appointment is not vacated within thirty (30) days; or (iii) if a reorganization of Tritel or any arrangement with its creditors is approved by a court under the Federal Bankruptcy Act.

Upon proper termination by Tritel, all prepaid rent shall be retained by Owner. Upon proper termination by Owner, prepaid rent shall be prorated as of the date of termination and the unused balance of the prepaid rent shall be refunded to Tritel less any credits due to Owner.

12. Default. If either party is in default under this Agreement for a period of (a) ten (10) days following receipt of notice from the non-defaulting party with respect to a default which may be cured solely by the payment of money, or (b) thirty (30) days following receipt of notice from the non-defaulting party with respect to a default which may not be cured solely by the payment of money, then, in either event, the non-defaulting party may pursue any remedies available to it against the defaulting party under applicable law, including, but not limited to, the right to terminate this Agreement. If the non-monetary default may not reasonably be cured within a thirty (30) day period, this Agreement may not be terminated if the defaulting party commences action to cure the default within such thirty (30) day period and proceeds with reasonable diligence to fully cure the default and completes such cure within one hundred twenty (120) days.

13. Indemnity. Tritel agrees to indemnify, defend and hold harmless Owner, its elected officials, officers, agents, employees and representatives from and against any and all costs (including reasonable attorneys' fees incurred or taxed to Owner and litigation expenses), damages, fines, judgments and claims of liability or loss which arise out of the negligence, misconduct, fault, or which arise out of the occupancy or use of the site or Land by Tritel or its employees, agents, contractors, invitees or guests or from the installation, operation, use, maintenance, repair, removal, or presence of Tritel's Communications Equipment, generator, or cabinets on the Site or Land, provided the same is not due to the negligence or willful misconduct of the Owner. The obligations of this Paragraph shall survive the expiration or other termination of this Agreement.

14. Hazardous Substances. Tritel shall not commit waste nor bring onto the Site or Land any hazardous or regulated substance ("Substance") without the prior written approval of the Owner. Tritel shall be solely responsible for and will defend, indemnify, and hold Owner, its agents, employees and officials, harmless against any and all claims, costs, and liabilities, including

reasonable attorney's fees and costs arising out of or in connection with the cleanup, restoration or testing of the Site or Land associated with Tritel's use of any Substance. The obligations of this Paragraph shall survive the expiration or other termination of this Agreement.

15. Limitation of Owner's Liability. In the event the Owner improperly terminates this Agreement or otherwise improperly revokes this Agreement, or if Owner causes an interruption of the business of Tritel, other than as provided in Paragraph 11, Termination or elsewhere in this Agreement, and if Owner is found liable to Tritel for the same, Owner's liability for money damages to Tritel shall be limited to the actual and direct costs of equipment removal from the Site and Land and shall specifically exclude any other monetary recovery, including, without limitation, consequential or incidental damages or recovery for value of the business of Tritel as a going concern, future expectation of profits, loss of business or profit or related damages to Tritel. The foregoing no way limits Tritel's non-monetary right and remedies under applicable laws.

16. Miscellaneous. This Agreement applies to and binds the successors, administrators and assigns of the parties to this Agreement. This Agreement is governed by the laws of the State of Alabama. If requested by Tritel, Owner agrees promptly to execute and deliver to Tritel a recordable Memorandum of this Agreement in the form attached hereto as Exhibit C. This Agreement (including the Exhibits) constitutes the entire Agreement between the parties and supersedes all prior written and verbal agreements, representations, promises or understandings between the parties. Any amendments to this Agreement must be in writing and executed by both parties. If any provision of this Agreement is invalid or unenforceable with respect to any party, the remainder of this Agreement or the application of such provision to persons other than those as to whom it is held invalid or unenforceable, will not be affected and each provision of this Agreement will be valid and enforceable to the fullest extent permitted by law. The prevailing party in any action or proceeding in court or mutually agreed upon arbitration proceeding to enforce the terms of this Agreement is entitled to receive its reasonable attorneys' fees and other reasonable enforcement costs and expenses, including filing fees, from the non-prevailing party. Tritel shall maintain insurance as provided in Exhibit D, and Tritel shall pay taxes as provided in Exhibit E.

The following Exhibits are attached to and made a part of this Agreement: Exhibit A, B, C, D, E.

IN WITNESS WHEREOF, Lessor and Lessee have signed this Agreement as of the date and year shown below.

The City of Foley, Alabama - Owner

Tim Russell
By its Mayor, Tim Russell

Witness: Vickey Southern
Witness: Meg Farrell

Attest:

Serena Williams
City Clerk

Address: 407 East Laurel Ave.
Foley, AL 36535
Phone: 334-943-1545
Tax ID: #63-1001263
Date: _____

Tritel Communications, Inc. - Tenant

By: Kenneth F. Harris
Kenneth F. Harris
Director of Site Acquisition and Property Administration and Designated Representative
of Tritel Communications, Inc.

Address: 111 East Capitol St.
Suite 500
Jackson, MS 39201
Telephone: 601-914-8000

Date: 6/5/00
Witness: Brian M. Mahoney
Witness: Earl J. Haskins

This Document Prepared by:
J. Casey Pipes
Helmsing, Leach, Herlong,
Newman & Rouse, P.C.
P.O. Box 2767
Mobile, AL 36652
(334) 432-5521

ADDENDUM

Attached to and made a part of that Tower Site Lease Agreement by and between The City of Foley ("Owner") and Tritel Communications, Inc. ("Tritel") and dated the 5th day of June, 2000.

Notwithstanding anything to the contrary contained herein:

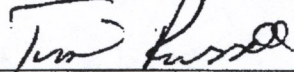
A. Equipment. Tritel shall be responsible for all site work to be done on the Land and Site pursuant to this Agreement. Tritel shall provide all materials and labor for the construction, installation, operation, maintenance and repair of its equipment. All equipment installed upon the Land and Site shall remain Tritel's exclusive personal property throughout the term and upon termination of the Agreement, subject to Owner's security interest for rental payments due described in paragraph 3 herein. Tritel has the right to remove its equipment at Tritel's sole expense at the expiration or earlier termination of the Agreement as provided herein.

B. Casualty.

1. If during the primary term of this Agreement, the Site is damaged by fire, flood, windstorm, strikes, riots, civil commotions, acts of public enemy, acts of God, or other casualty, then Owner shall have the option to terminate this Agreement. Tritel has the option to terminate this Agreement if the Site is unusable by reason of such casualty so as to prevent the continuation of Tritel's permitted use for a continuous period in excess of thirty (30) days following the date of such casualty, unless such casualty is due to fault, negligence or willful misconduct of Tritel, its employees, invitees or agents. Upon such termination, Tritel shall be entitled to collect all insurance proceeds payable on account of all Equipment insured by Tritel.

2. During such periods as the Site is rendered wholly unfit for occupancy, the rent shall abate unless such casualty is due to the negligence, fault, or willful misconduct of Tritel, its employees, invitees or agents. The proceeds payable under all casualty insurance policies maintained by the Owner on the Site shall belong to and be the property of the Owner, and Tritel shall not have any interest in such proceeds.

Signed for Identification:


The City of Foley

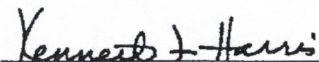

Tritel Communications, Inc.

EXHIBIT "A"

(The "Land")

Attached to and made a part of that Tower Site Lease Agreement by and between The City of Foley ("Owner") and Tritel Communications, Inc. ("Tritel") and dated the 5th day of June, 2000.

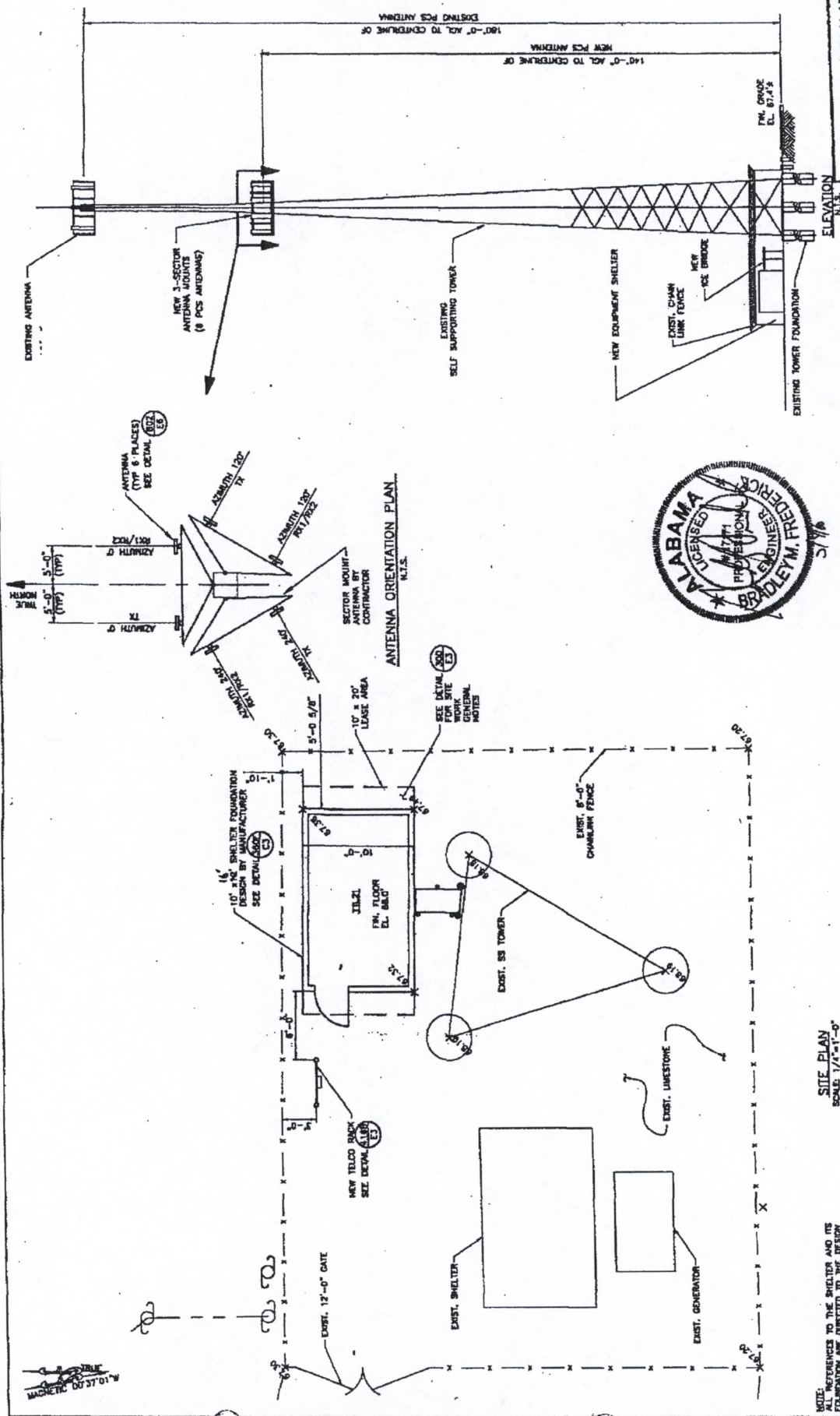
Parcel 1: Commence at a point where the center line of the L & N Railroad intersects the North line of Section 28, Township 7 South, Range 4 East, Baldwin County, Alabama; run thence South 89 degrees 29' 04" East along the North line of Section 28, Township 7 South, Range 4 East, as surveyed by McNeil Robinson (Ala. Reg. No. 1065) for the City of Foley Industrial Park, plat dated July 20, 1979, for 50.0 feet to the point of beginning; continue thence South 89 degrees 29' 04" East along said section line for 890.50 feet to the West right-of-way of Vulcan Street; run thence South 01 degree 33' 48" West along the West right-of-way of Vulcan Street for 10.17 feet to a point where the South right-of-way of Section Avenue, if extended, would intersect the West right-of-way of Vulcan Street; run thence due East along the South right-of-way of Section Avenue for 1130.32 feet to the West right-of-way of Poplar Street; run thence South 01 degree 05' 03" West along the West right-of-way of Poplar Street for 1226.7 feet to the North right-of-way of Magnolia Avenue; run thence North 88 degrees 50' 30" West along the North right-of-way of Magnolia Avenue for 1271.97 feet; run thence North 01 degree 12' 09" East for 300.0 feet; run thence North 88 degrees 50' 30" West for 726.0 feet; run thence South 01 degree 12' 09" West for 300.0 feet to the North right-of-way of Magnolia Avenue; run thence North 88 degrees 50' 30" West along the North right-of-way of Magnolia Avenue for 25.0 feet to the East right-of-way of L & N Railroad; run thence North 01 degree 12' 09" East along the East right-of-way of L & N Railroad for 1204.03 feet to the point of beginning. Said Land being in the City of Foley, Baldwin County, Alabama, and containing 51.2757 acres which includes the sewer line easement that is recorded in Deed Book 268, pages 229-230 in the Baldwin County Courthouse and the southerly extension of Vulcan Street having a right-of-way of 75.0 feet between Section Avenue and Magnolia Avenue.



EXHIBIT "B"
(Site Plan Details)

Attached to and made a part of that Tower Site Lease Agreement by and between The City of Foley ("Owner") and Tritel Communications, Inc. ("Tritel") and dated the 5th day of June, 2000.

Attached hereto and made a part hereof as Exhibit "B" is that certain set of Site Plans, marked Rev. 0, dated 5/05/2000 and further identified and titled as Tritel Communications Site # 302-047-00A, Foley, 200 E. Section Ave., Foley, AL 36535, prepared by SJB Group, Incorporated. The Site Plans are labeled Job No. 10450 and consists of Drawings No. C1-C3 and E1-E8.



NOTE:
ALL REFERENCES TO THE SHELTER AND ITS
FOUNDATION ARE TO THE SHELTER MANUFACTURER
AND DETAIL DRAWINGS SUPPLIED BY THE
SHELTER MANUFACTURER.

SITE PLAN
SCALE: 1/4"=1'-0"

RECORD DOCUMENT

TRITEL COMMUNICATIONS

2805 DAVIDSON STREET, SUITE W
MOBILE, AL 36688

SITE NO. 302-047-00A

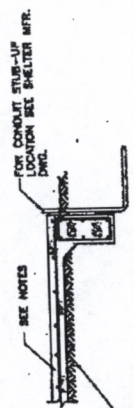
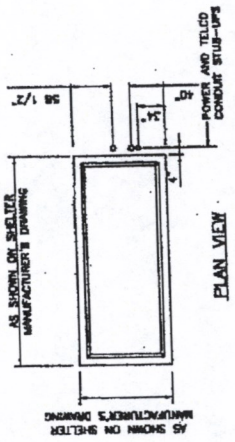
FOLEY

200 E. SUTTON AVE.
FOLEY, AL 36535

SJB GROUP
ENGINEERS & ARCHITECTS
1000 N. 10th St., Suite 1000 • Fort Worth, TX 76102

PLANS AND ELEVATION
10000
C2
0

RECORD DOCUMENT



EXCAVATE AS REQUIRED TO REMOVE VEGETATION AND TOPSOIL EXPOSE UNDISTURBED NATURAL SUBSTRATE. SET FOUNDATION ON UNDISTURBED SOIL.

- NOTES:
1. FOR FOUNDATION DESIGN DETAILS (DIMENSIONS, REINFORCING, ETC.) SEE DRAWINGS SUPPLIED BY THE SHELTER MANUFACTURER.
 2. BOTTOM OF FOUNDATION FOOTING SHALL BE BELOW FIRST LINE AND BEAR ON UNDISTURBED SOIL.



TRITEL COMMUNICATIONS
2808 DAUPHIN STREET, SUITE W
MOBILE, AL 36608

SITE NO. 302-047-00A
FOLEY
200 E. SECTION AVE.
FOLEY, AL 36533

SIB GROUP
INCORPORATED
MEMPHIS, TENNESSEE • 901-596-1000 • FAX 901-596-1001

DATE	BY	REVISION
10/05	C3	DETAILS

DATE	BY	REVISION
10/05	C3	DETAILS

DATE	BY	REVISION
10/05	C3	DETAILS

DATE	BY	REVISION
10/05	C3	DETAILS

NOTES:

1. ALL ELECTRICAL WORK SHALL BE PERFORMED IN ACCORDANCE WITH ELECTRICAL SPECIFICATIONS AS APPLICABLE AND ALL LOCAL CODES.
2. CONDUIT ROUTINGS ARE SCHEMATIC. CONTRACTOR SHALL INSTALL CONDUIT SO THAT ACCESS TO EQUIPMENT IS NOT BLOCKED.
3. FOR EQUIPMENT MOUNTING SEE MANUFACTURER DRAWINGS.
4. NEW COAX CABLE SHALL BE MOUNTED ON NEW WOODEN LUGGER ON FACE OF TOWER.
5. THE CONTRACTOR IS RESPONSIBLE FOR PROPERLY SEQUENCING GROUNDING AND UNDERGROUND CONDUIT INSTALLATION TO PREVENT DAMAGES TO CONDUIT IN THE GROUNDING SYSTEM OR DAMAGE TO THE CONDUIT.
6. INSTALL #2 AWG SOLID GROUND WIRE FROM NEW GROUND RING TO EXISTING GROUND RING. VERIFY EXISTING CONNECTION OF TOWER LEADS TO EXISTING GROUND RING. IF NONE EXISTS, INSTALL NEW #2 AWG SOLID GROUND WIRE FROM TOWER BASE PLATE TO EXISTING GROUND RING.
7. SERVICE TO SHELTER SHALL BE 240VAC, 200A, 1Ø, 3Ø.
8. PRE-ROUTED SHELTER WILL BE PROVIDED WITH INTERNAL WIRING AND EQUIPMENT INSTALLED FOR COMPLETE INTERNAL WIRING AND ARRANGEMENT REFER TO DRAWINGS PROVIDED BY SHELTER MANUFACTURER.
9. FOR INTERNAL EQUIPMENT LAYOUT AND LOCATION, SEE SHELTER MANUFACTURER DRAWINGS AND SPECIFICATION 24000-000-3P5-400P-00001. IN CASE OF CONFLICT, THE DRAWINGS DOMINATE.
10. COMPRESSION GROUND CONNECTIONS MAY BE REPLACED BY CABLED CONNECTIONS.
11. VERIFY EXISTING CONNECTION OF FENCE TO EXISTING GROUND RING. IF CONNECTION IS NOT EXISTING, GROUND FENCE AS SHOWN.

ELECTRICAL SYMBOLS

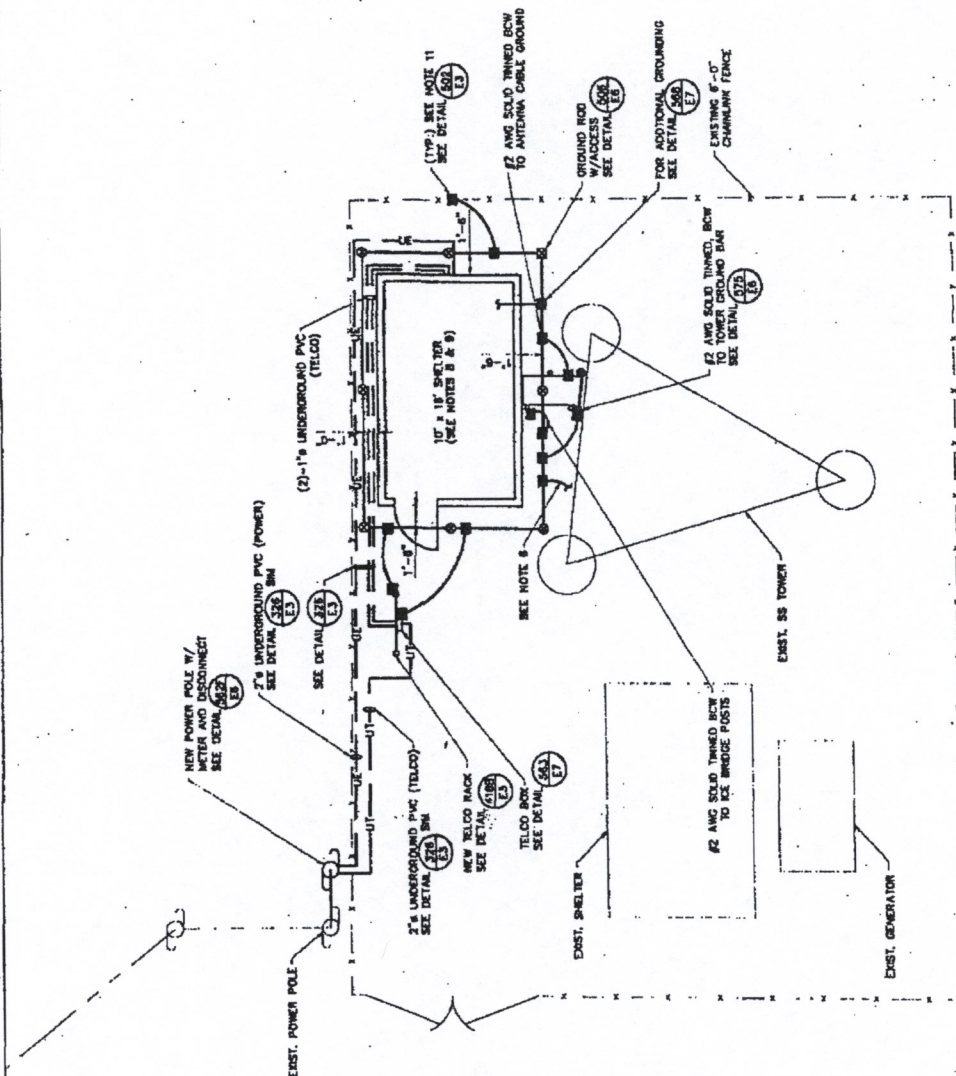
- GROUND ROD WITH ACCESS
- CHEMICAL GROUND ROD
- GROUND ROD
- DISCONNECT SWITCH
- METER
- CIRCUIT BREAKER
- CABLED TYPE CONNECTION
- COMPRESSION TYPE CONNECTION
- GROUNDING WIRE

REPRESENTS DETAIL NUMBER
REF. DRAWING NUMBER

ABBREVIATIONS

- AWG AMERICAN WIRE GAUGE
- BCW BARE COPPER WIRE
- ETS BASE TRANSMISSION STATION
- CHRE COAX ISOLATED GROUND BAR EXTERNAL
- ENG ELECTRICAL
- GEN GENERATOR
- INTG INTERIOR GROUND RING (N4LO)
- INTM INTERMEDIATE METAL CONDUIT
- MSB MASTER RELATED GROUND BAR
- PCS PERSONAL COMMUNICATION SYSTEM
- RMS RADIO BASE STATION
- RSS RIGID GALVANIZED STEEL
- SS STEEL
- TPP TOWER PROTECTIVE SHELL SITE

RECORD DOCUMENT



PLAN
SCALE: 1/4"=1'-0"

TRITEL COMMUNICATIONS

2848 DALLAWAY STREET, SUITE W
MOBILE, AL 36686

SITE NO. 302-047-00A

FOLEY

200 E. SUTTON AVE.
FOLEY, AL 36539

SIB GROUP

ENGINEERS

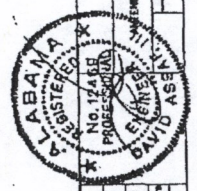
APPROVED FOR CONSTRUCTION		DATE	
APPROVED FOR REVIEW & CONSTRUCTION		DATE	
APPROVED FOR RECORD		DATE	
APPROVED FOR AS-BUILT		DATE	
APPROVED FOR GROUNDING LAYOUT		DATE	

ITEM NO.	ITEM DESCRIPTION (SEE NOTE 5)	ALPHA SECTOR AZIMUTH 0°			BETA SECTOR AZIMUTH 120°			GAMMA SECTOR AZIMUTH 240°			TOTAL QUANTITY (SEE NOTE 1)
		RT1	RT2	TX	RT1	RT2	TX	RT1	RT2	TX	
1	ANTENNA (SEE NOTE 5)										3
2	DOWNWELL										3
2A	ANTENNA JUMPER (CONNSCOPE)										12 - 24
2B	ATTACHED MALE DIN CONNECTOR (CONNSCOPE)										3 - 36
3	ATTACHED MALE DIN CONNECTOR (CONNSCOPE)										-
3A	MASTHEAD AMPLIFIER UNIT (MAU)										-
4	MAU COAX (LENGTH) (CONNSCOPE)										6
5	UNATTACHED FEMALE DIN CONNECTOR (CONNSCOPE)										18
6	COAX SURGE ARRESTOR (NUMBER-SURGE)										9
7	D TAG										-
8	COLOR CODE										-

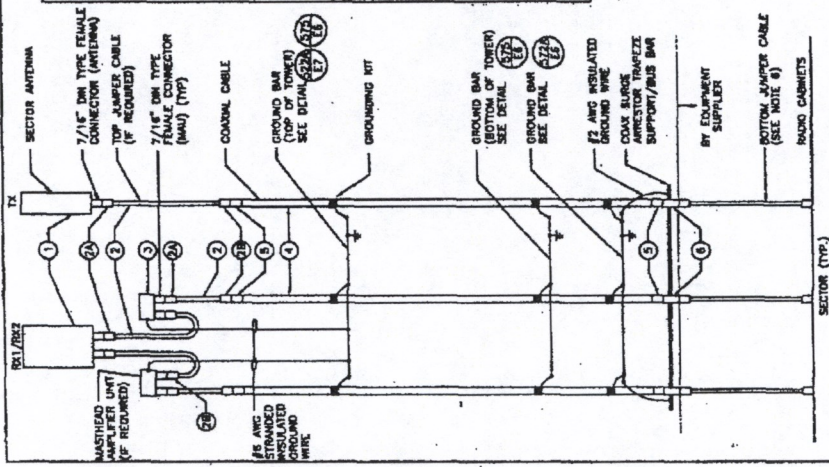
NOTES:

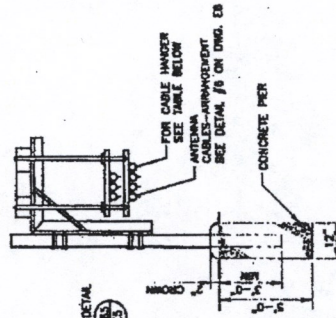
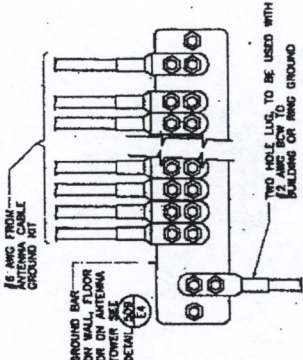
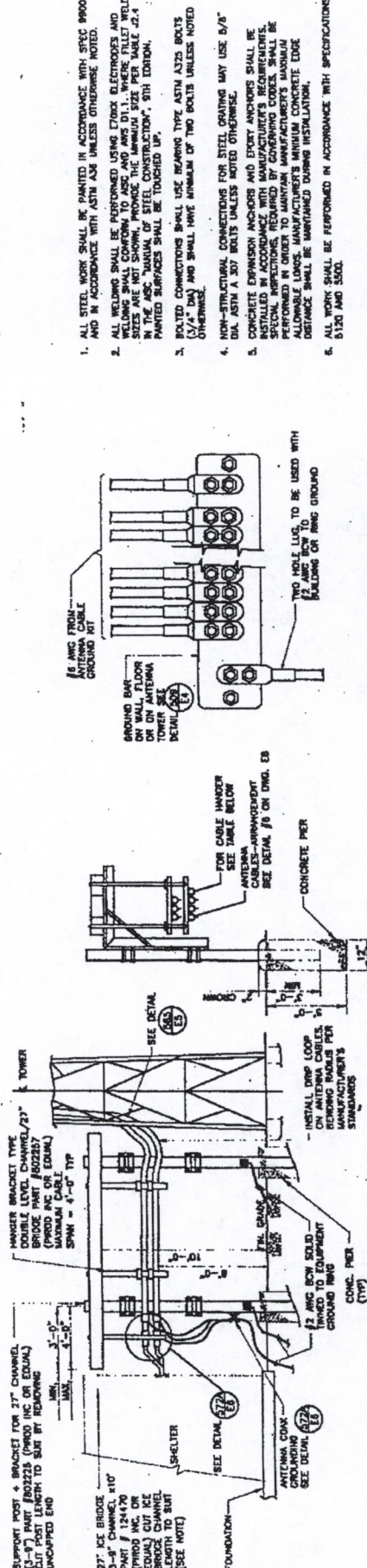
1. TO TAGS AND COLOR CODES BY CONTRACTOR.
2. ALL MATERIAL ON THE ABOVE TABLE SHALL BE PROVIDED BY OWNER.
3. THE CONTRACTOR SHALL NOT EXCEED THE CABLE LENGTHS SHOWN ON THE DRAWING WITHOUT RF ENGINEERING APPROVAL.
4. CABLE LENGTHS LISTED ARE APPROXIMATE AND ARE NOT INTENDED TO BE USED FOR FABRICATION.
5. COLOR CODE ALL MAIN CABLES AT THREE LOCATIONS:
6. TOP OF TOWER
7. BOTTOM OF TOWER
8. NEAR EQUIPMENT
9. ANTENNAS SHALL BE PROVIDED AND INSTALLED WITH DOWNWELL BRACKETS AND HEAVY DUTY CLAMPS SUPPLIED BY ANTENNA MANUFACTURER.
10. THE BOTTOM JUMPER SHALL BE SUPPLIED AND INSTALLED BY THE RDS EQUIPMENT MANUFACTURER.

RECORD DOCUMENT



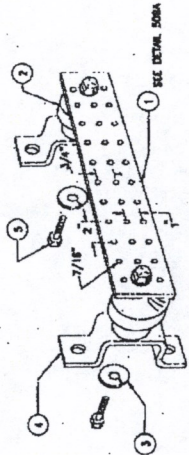
TRITEL COMMUNICATIONS 2866 DAUPHIN STREET, SUITE W MOBILE, AL 36608		SITE NO. 302-047-00A FOLEY 200 E. SECTION AVE. FOLEY, AL 36535		5/15/2005 ISSUED FOR CONSTRUCTION AT JT 5/17/2005 ISSUED FOR REVIEW & CONSTRUCTION AT JT	10450
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NOMINAL CABLE SIZE	CABLE TYPE NUMBER	CABLE HANGER TYPE NUMBER	MANUFACTURER'S BENCH MARKS
1/2"	CR 50 540 PE	540 BCH OR ETC	4"
7/8"	CR 50 1070 PE	1070 BCH OR ETC	5"
1 5/8"	CR 80 1873 PE	1873 BCH OR ETC	30"

1. WHEN USING WROD COMPONENTS AS SHOWN IN STANDARD DETAILS, MAXIMUM ALLOWABLE SPAN BETWEEN SUPPORTS ON A CONTINUOUS SINGLE SECTION OF BRIDGE CHANNEL SHALL BE 19 FEET FOR 30 FEET BRIDGE CHANNEL OR 8 FEET FOR 10 FEET BRIDGE CHANNEL.
2. WHEN USING WROD COMPONENTS FOR SPICING BRIDGE CHANNEL SECTIONS, THE SPICE SHOULD BE PROVIDED AT THE SUPPORT, IF POSSIBLE, OR AT A MAXIMUM OF 2 FEET FROM THE SUPPORT.
3. WHEN USING WROD COMPONENTS, SUPPORT SHOULD BE PROVIDED AS CLOSE AS POSSIBLE TO THE ENDS OF ICE BRIDGES, WITH A MAXIMUM CANTILEVER DISTANCE OF 2 FEET FROM THE SUPPORT TO THE FREE END OF THE ICE BRIDGE.
4. CUT BRIDGE CHANNEL SECTIONS SHALL HAVE RAW EDGES TREATED WITH A MATERIAL TO RESTORE THESE EDGES TO THE ORIGINAL CHANNEL OR FLOWLINE, FINAL.
5. ICE BRIDGES MAY BE CONSTRUCTED WITH COMPONENTS FROM MANUFACTURERS OTHER THAN WROD, PROVIDED THE MANUFACTURER'S INSTALLATION GUIDELINES ARE FOLLOWED.
6. DEVIATIONS FROM DIMENSIONS FOR COMPONENT INSTALLATIONS ARE PERMITTED WITH THE RESPECTIVE MANUFACTURER'S APPROVAL.
7. DEVIATIONS FROM ICE BRIDGE FOUNDATIONS SHOWN ON SITE SPECIFIC DRAWINGS OR STANDARD DETAILS REQUIRE ENGINEERING APPROVAL.



Q113937

- 1- COPPER GROUND BULK, 7/8" X 7/8" X .20", NENTON INSTRUMENT CO. CAT. NO. B-142 OR EQUAL. HOLE CENTERS TO MATCH NEMA DOUBLE-LUG CONFIGURATION
- 2- INSULATORS, NENTON INSTRUMENT CO. NO. 3081-4
- 3- 5/8" LOCKWASHERS, NENTON INSTRUMENT CO. CAT. NO. 3018-3
- 4- WOODRUFF BRACKET, NENTON INSTRUMENT CO. CAT. NO. 4-6566
- 5- 5/8"-11 X 1"-11 NC8 BOLTS, NENTON INSTRUMENT CO. CAT. NO. 3012-1

ICE BRIDGE AT SELF SUPPORTING TOWER
W/SHELTER

DETAIL
NLS

SJB GROUP
INCORPORATED

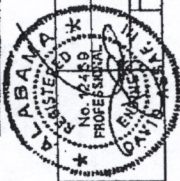
SITE NO. 302-047-00A
FOLEY
200 E. SECTION AVE.
FOLEY, AL 36535

TRITEL COMMUNICATIONS
2886 DAUPHIN STREET, SUITE W
MOBILE, AL 36608

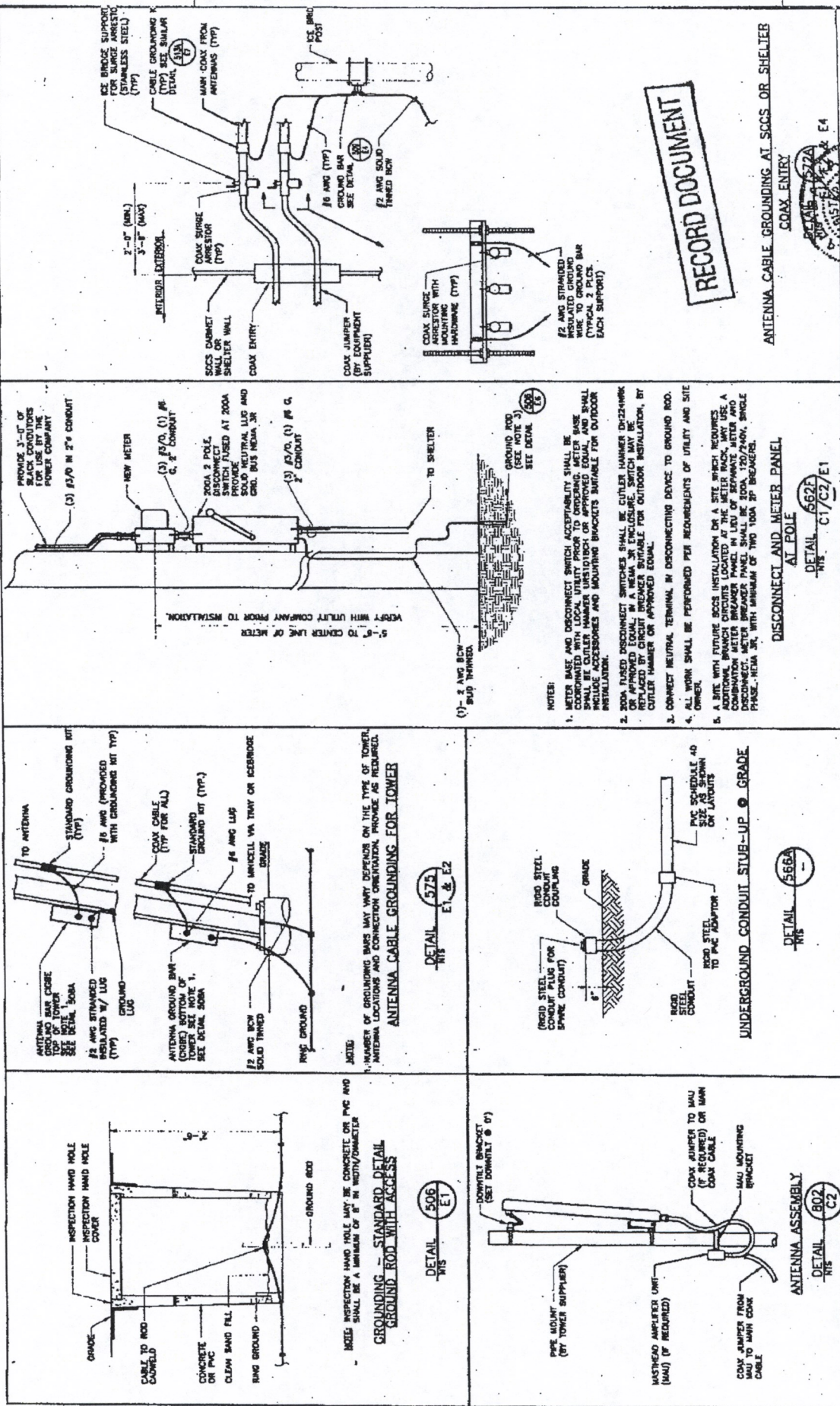
GROUNDING - STANDARD
DETAIL GROUND BAR DETAIL

DETAIL 509
E4 & E6

RECORD DOCUMENT



DETAILS		ISSUE NO.	ISSUANCE NUMBER
		10-150	E4



RECORD DOCUMENT

ANTENNA CABLE GROUNDING AT SCSS OR SHELTER

COAX ENTRY

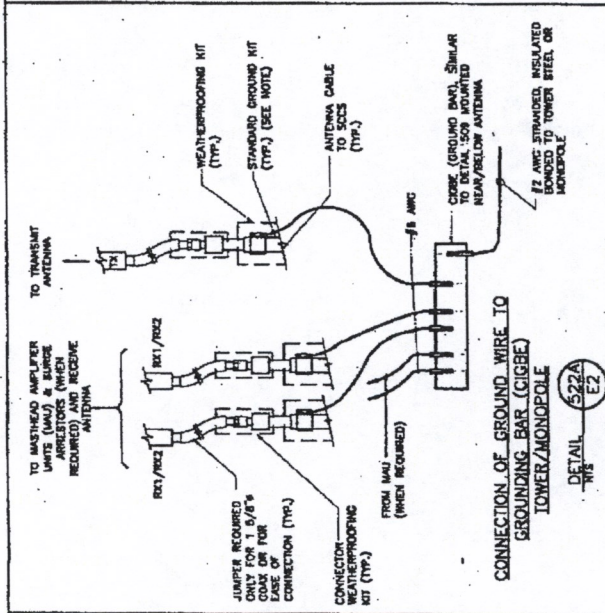
DISCONNECT AND METER PANEL AT POLE

SJB GROUP
INCORPORATED
10000 W. 10th Avenue, Suite 100
Denver, CO 80231

TRITEL COMMUNICATIONS
3888 DUNBAR STREET, SUITE W
MOBILE, AL 36688

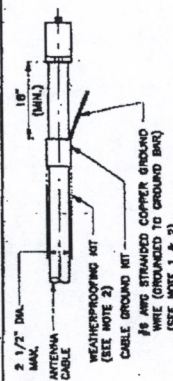
DETAILS

NO.	DATE	DESCRIPTION	BY	CHKD	APP
1	10/10/00	ISSUED FOR CONSTRUCTION	JT		
2	10/10/00	REVISION	JT		
3	10/10/00	REVISION	JT		
4	10/10/00	REVISION	JT		
5	10/10/00	REVISION	JT		
6	10/10/00	REVISION	JT		



CONNECTION OF GROUND WIRE TO
GROUNDING BAR (CIGBE)
TOWER/MONOPOLE

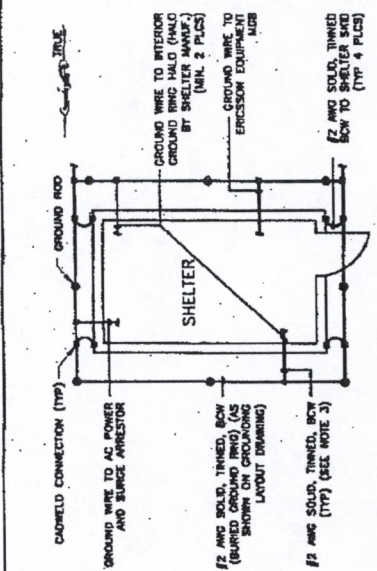
DETAIL 522A
E2



CONNECTION OF CABLE GROUND KIT
TO ANTENNA CABLE

- NOTE: 1. DO NOT INSTALL CABLE GROUND KIT AT A BEND AND ALWAYS DIRECT GROUND WIRE DOWN TO GROUND BAR.
2. GROUNDING KIT AND WEATHER PROOFING KIT SHALL BE TYPE AND PART NUMBER AS SUPPLIED OR RECOMMENDED BY CABLE MANUFACTURER.

DETAIL 513A
E6

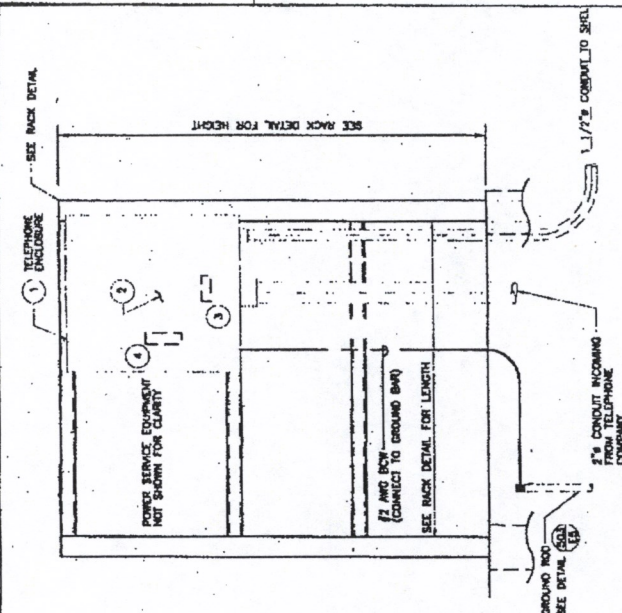


NOTES:

- FOR NUMBER OF GROUNDING RODS REQUIRED, REFER TO THE PROJECT GROUNDING AND LIGHTNING PROTECTION SPECIFICATION.
- GROUND WIRES SHALL BE ROUTED INTO THE SHELTER FOR CONNECTION TO THE FOLLOWING:
 - GROUND WIRE TO INTERIOR GROUND RING HALO AT A MINIMUM OF TWO PLACES
 - AND LOCATE CONNECTIONS ON OPPOSITE SIDES OF SHELTER
 - BOND GROUND WIRE TO MASTER GROUND BAR FOR ERICSSON EQUIPMENT
 - BOND GROUND WIRE TO AC POWER SERVICES AND SURGE ARRESTOR IN ACCORDANCE WITH PROJECT GROUNDING AND LIGHTNING SPECIFICATION, THE NEC AND LOCAL CODE REQUIREMENTS.
- 1/2" AWG STRANDED, INSULATED COPPER WIRE MAY BE USED IN LIEU OF SOLID BOW FOR BONDING DEVICES FROM INSIDE SHELTER TO THE EXTERIOR GROUND RING.
- BOND EACH CORNER OF SHELTER SHED TO GROUND RING (APPLICABLE ONLY ON SHELTERS WITH METAL SHEDS).

SHELTER GROUNDING
(FOR ORIENTATION SEE PLAN)

DETAIL 568
E1



NOTES:

- COORDINATE WITH LOCAL TELCO UTILITY PRIOR TO PURCHASING AND INSTALLATION OF BOX AND COMPONENTS.
- ALL MATERIAL SHALL MEET REQUIREMENTS OF LOCAL TELCO UTILITY.
- ALL ITEMS ON MATERIAL LIST SHALL BE FURNISHED AND INSTALLED BY CONTRACTOR.
- BOND SURGE PROTECTION UNIT TO GROUND BAR WITH #18 AWG INSULATED WIRE.

MATERIAL LIST:

- 30" X 30" X 12" NEW JAR ENCLOSURE (NOTMAN A-303012HCR OR SIMILAR)
- PLYWOOD BACKBOARD 30" X 28" X 3/8" THICK
- GROUNDING BAR
- SURGE PROTECTION UNIT (QUALITY POWER SYSTEMS MODEL #71-1-BUS-1V)

TELEPHONE DEMARCATION
ENCLOSURE

DETAIL 563
E3

RECORD DOCUMENT

STB GROUP 1400 S. 10th St., Suite 100 • Fort Worth, TX 76104 • Tel: 817-342-1100		SITE NO. 302-047-00A POLEY 200 E. SUTTON AVE. FORTY, AL 36050		TRITEL COMMUNICATIONS 2888 DAUPHIN STREET, SUITE 10 MOBILE, AL 36608	
APPROVED FOR CONSTRUCTION: JF APPROVED FOR REVIEW & COMPLETION: JT		DATE: 10/15/00 SCALE: 10/15/00		DETAILS 10/15/00 E7	

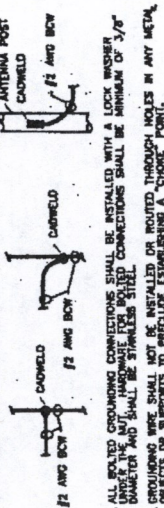
CELL SITE INSTALLATION NOTES:

THE FOLLOWING INSTALLATION NOTES HAVE BEEN COMPILED FROM THE EXISTING PROJECT DOCUMENTS (I.E. PROJECT SPECIFICATIONS, EQUIPMENT VENDOR DOCUMENTS, ETC.) FOR USE. THESE NOTES SHALL BE UTILIZED FOR THE CONSTRUCTION OF THE CELL SITES TO ENSURE COMPLIANCE WITH THE PROJECT DESIGN AND SPECIFICATION REQUIREMENTS.

A. GROUNDING:

1. ALL METAL CONDUIT FOR GROUNDING DOWN CONDUCTORS SHALL BE BONDED TO THE GROUND SYSTEM AT BOTH ENDS.
2. GROUNDING CONDUCTORS SHALL BE CONNECTED TO THE MAIN WATER PIPE USING A BURIED TYPE CAR-12 CLAMP.
3. ROPE-BELT ANTI-OXIDATION COMPOUND SHALL BE USED ON ALL GROUNDING CONNECTIONS.
4. ALL UNDERGROUND GROUNDING CONNECTIONS SHALL BE MADE BY THE CHOWELD PROCESS.
5. ALL CHOWELDS SHALL BE INSTALLED USING THE PROPER CONNECTION/HOLD AND MATERIALS FOR THE PARTICULAR CONNECTION AND/OR APPLICATION.

ITE CONNECTION - SHEEP CONNECTION POST CONNECTION



ALL BOWED GROUNDING CONNECTIONS SHALL BE INSTALLED WITH A LOCK WASHER (I.E. IN THE OUT HANGING FOR WOLDED CONNECTIONS SHALL BE MINIMUM OF 3/8" DIAMETER AND SHALL BE STAINLESS STEEL).

GROUNDING WIRE SHALL NOT BE INSTALLED OR ROUTED THROUGH HOLES IN ANY METAL OBJECTS OR SUPPORTS TO PRECLUDE ESTABLISHING A "CHOKE POINT".



FERROUS METAL CLIPS WHICH COMPLETELY SURROUND THE GROUNDING CONDUCTOR SHALL NOT BE USED. CLIPS OF THE FOLLOWING MATERIALS AND TYPES MAY BE USED TO FASTEN AND SUPPORT GROUNDING CONDUCTORS.

- PLASTIC CLIPS
- METAL CLIPS WHICH DO NOT COMPLETELY SURROUND THE GROUNDING CONDUCTOR

STANDARD BUSH BARS (ROSE AND WOOD) SHALL BE FURNISHED AND INSTALLED. THEY SHALL NOT BE FABRICATED OR MODIFIED IN THE FIELD.

B. ANTENNA COAXIAL CABLES (WAVEGUIDE)

NOTE: THE RF TRANSMISSION LINE INSTALLED BETWEEN THE RADIO CABINET, FURNISHED BY THE CONTRACTOR, AND THE ANTENNA SHALL BE A COAXIAL CABLE, SOMEWHAT REFERRED TO AS A WAVEGUIDE.

1. ALL ANTENNA COAXIAL CABLES AND JUMPERS SHALL BE INSTALLED WITHOUT LOOPS AND/OR FETALS (UNO).
2. ANTENNA COAXIAL CABLE GROUND RITS SHALL NOT BE INSTALLED ON THE JUMPER BETWEEN THE ANTENNA AND MAIN LINE CABLE.
3. ANTENNA COAXIAL CABLE GROUND RITS SHALL BE INSTALLED AS CLOSE TO THE CONNECTION AS POSSIBLE AT EACH ANTENNA. IF THIS IS NOT FEASIBLE THE GROUND KIT SHALL BE INSTALLED IMMEDIATELY AFTER THE BEND ON THE FIRST STRAIGHT RUN OF CABLE. THE GROUND KIT SHALL BE INSTALLED ON STRAIGHT SECTION OF CABLE ONLY AND NOT ON BENDS.

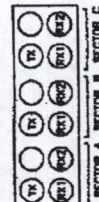
4. ANTENNA COAXIAL CABLE SHALL BE INSTALLED TO COMPLY WITH THE MANUFACTURER'S (I.E. THE CONTRACTOR) REQUIREMENTS FOR GROUNDING. THE CONTRACTOR SHALL INSTALL INSURE THAT THE MINIMUM BEND RADIUS REQUIREMENTS ARE MET. NECESSARY TO ENSURE THAT THE MINIMUM BEND RADIUS REQUIREMENTS ARE MET.

COAXIAL CABLE MINIMUM BEND RADIUS

MANUFACTURER	CABLE TYPE	CABLE SIZE MINIMUM BEND RADIUS IN INCH	OR 8" CONDUIT
COMSCOPE	CR 50 540 PE	1/2"	CONTACT COAX MANUF.
COMSCOPE	CR 50 1070 PE	7/8"	CONTACT COAX MANUF.
COMSCOPE	CR 50 1873 PE	1 5/8"	CONTACT COAX MANUF.

5. ALL ANTENNA COAXIAL CABLES SHALL BE MARKED AND TAGGED IN ACCORDANCE WITH THE REQUIREMENTS IN PROJECT SPECIFIED 24085-000-395-AN02-0000 (SECTION 180000).

6. THE CONTRACTOR SHALL ORIENT THE COAXIAL CABLES ON THE ICE BRIDGE TO MATCH WITH THE ORIENTATION OF THE COAX ENTRY MATCH PLATE ON THE SHELTER. SEE THE FOLLOWING SKETCH FOR ORIENTATION.



COAX VIEW LOOKING TOWARD SHELTER

7. ONLY COMSCOPE COAX GROUNDING KITS SHALL BE USED ON COMSCOPE COAXIAL CABLE. THE FOLLOWING IS A LIST OF PART NUMBERS FOR GROUNDING KITS.

NOMINAL CABLE SIZE (DIAMETER)	COMSCOPE STANDARD GROUND KIT	COMSCOPE STANDARD GROUND KIT
1/2"	CR 50 540 PE	910 90K
7/8"	CR 50 1070 PE	1070 90K
1 5/8"	CR 50 1873 PE	1873 90K

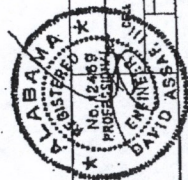
8. SHAP-IN HANGERS USED FOR 7/8" COMSCOPE COAXIAL CABLE SHALL BE COMSCOPE EE-CLIP HANGERS. SHAP-IN HANGERS USED FOR 1/2" COMSCOPE COAXIAL CABLES SHALL BE COMSCOPE SHAP-IN HANGERS ON EQUIVALENT HANGERS FROM ANOTHER VENDOR.

9. HOSTING GRIPS USED FOR 1/2", 7/8", AND 1 5/8" COMSCOPE COAXIAL CABLE MAY BE USED ON EQUIVALENT HOSTING GRIPS FROM ANOTHER VENDOR. FOR 1 5/8" COAXIAL CABLE, A STAINLESS STEEL HOSE CLAMP MUST BE INSTALLED WITH THE HOSTING GRIP.

C. MANUFACTURED MATERIAL:

1. WHEN SPECIFIC MANUFACTURER'S ITEMS ARE SPECIFIED, THEY MAY BE REPLACED BY SIMILAR EQUIVALENT ITEMS WITH PRIOR ENGINEERING APPROVAL.

RECORD DOCUMENT



TRITEL COMMUNICATIONS

2808 DAUNWAY STREET, SUITE W
MOBILE, AL 36608

SITE NO. 302-047-00A

FOLEY

200 E. SECTION AVE.
FOLEY, AL 36539



1200 E. SECTION AVE.
FOLEY, AL 36539

DATE		TIME		PAGE	
DATE	TIME	DATE	TIME	DATE	TIME
10/30	12				

Exhibit C

This instrument prepared by Site Name: Foley

Site ID: 302-047-00A

and to be returned to:

Tritel Communications, Inc.

111 East Capitol St., Suite
500

Jackson, MS 39201

Attention: Jackie Warren

MEMORANDUM OF TOWER SITE LEASE AGREEMENT

This Memorandum evidences that a lease agreement was made and entered into by a written Tower Site Lease Agreement (the "Agreement") dated June 5th, 2000, between The City of Foley, Alabama, represented herein by its Mayor, Tim Russell, an incorporated municipality of the State of Alabama as ("Lessor") and Tritel Communications, Inc., a Delaware corporation ("Lessee").

Such Agreement provides in part that Lessor grants Lessee the right to install, operate, and maintain a telecommunications facility (as more particularly described in the Agreement) upon the Site and premises located on the real property more particularly described in Exhibit "A", and located at 200 E. Section Ave., City of Foley, County of Baldwin, State of Alabama, along with a grant of a non-exclusive easement for ingress, egress, and access thereto. Such lease and easement to be for an initial period of five (5) years commencing on June 5th, 2000, which term is subject to four (4) additional five (5) year extension periods by Lessee.

IN WITNESS WHEREOF, Lessor and Lessee have caused this Memorandum to be executed on the dates of the acknowledgements below, to be effective the inception date set forth in the first paragraph of this Memorandum.

LESSEE: Tritel Communications, Inc.

LESSOR: The City of Foley, Alabama

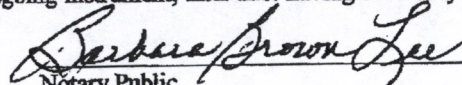
By: Kenneth F. Harris
Name: Kenneth F. Harris
Title: Director of Site Acquisition and Property
Administration
Address: 111 East Capitol Street, Suite 500
Jackson, MS 39201
Phone Number: 601-914-8033
Date: 6/5/00

By: Tim Russell
Name: Tim Russell
Title: Mayor
Address: 407 E. Laurel Ave.
Foley, AL 36535
Phone Number: 334-943-1545
Tax ID: #63-1001263
Date: 6-5-00

ACKNOWLEDGMENTS

STATE OF ALABAMA
COUNTY OF BALDWIN

5th Personally appeared before me, the undersigned authority in and for the said county and state, on this day of June, 2000, within my jurisdiction, the within named Tim Russell, who acknowledged that he is Mayor of the City of Foley, a municipal corporation, and that for and on behalf of the said corporation, and as its act and deed he voluntarily executed the above and foregoing instrument, after first having been duly authorized so to do.

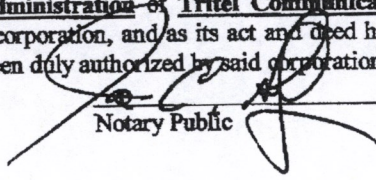

Notary Public

My Commission Expires:

2/18/04

STATE OF MISSISSIPPI
COUNTY OF HINDS

5th Personally appeared before me, the undersigned authority in and for the said county and state, on this day of June, 2000, within my jurisdiction, the within named Kenneth F. Harris, who acknowledged that he is Director of Site Acquisition and Property Administration of Tritel Communications, Inc., a Delaware corporation, and that for and on behalf of the said corporation, and as its act and deed he voluntarily executed the above and foregoing instrument, after first having been duly authorized by said corporation so to do.


Notary Public

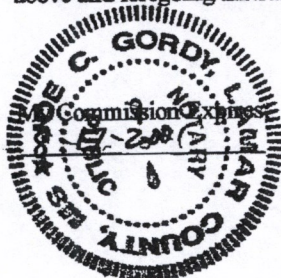


EXHIBIT "D"

Attached to and made a part of that Tower Site Lease Agreement by and between The City of Foley ("Owner") and Tritel Communications, Inc. ("Tritel") and dated the 5th day of June, 2000.

Insurance.

(a) Required Insurance of Tritel. Tritel must, during the term of this Agreement and at Tritel's sole expense, obtain and keep in force, not less than the following insurance:

(i) Tritel shall maintain a public liability policy, with limits of not less than \$1,000,000.00 for bodily injury, not less than \$1,000,000.00 for property damage, and not less than \$2,000,000.00 in the aggregate, with a certificate of insurance to be furnished to Owner within thirty (30) days of written request;

(ii) Property insurance, including coverage for fire, extended coverage, vandalism and malicious mischief, upon Tritel's Telecommunications Transmission Facility in an amount not less than ninety percent (90%) of the full replacement cost of the Telecommunications Transmission Facility;

(iii) Commercial General Liability insurance insuring operations hazard, independent contractor hazard, contractual liability, and products and completed operations liability, in limits not less than \$1,000,000.00 combined single limit for each occurrence for bodily injury, personal injury and property damage liability, all such policies naming Owner as an additional insured.

(b) Policies of Insurance. All required insurance policies must be taken out with reputable national insurers that are licensed to do business in the jurisdiction where the Land is located. Tritel will deliver a certificate of insurance to the Owner upon request. All policies must contain an undertaking by the insurer to notify the Owner in writing not less than thirty (30) days before any material change, reduction in coverage, cancellation, or termination of the insurance

EXHIBIT "E"

Attached to and made a part of that Tower Site Lease Agreement by and between The City of Foley ("Owner") and Tritel Communications, Inc. ("Tritel") and dated the 5th day of June, 2000.

Taxes. Unless separately billed to Tritel by a taxing authority, Tritel will pay annually to Owner an amount equal to any increase in real estate taxes directly attributable to any improvement to the Land made by Tritel. Tritel will pay to Owner Tritel's share of any such tax within thirty (30) days of receipt of sufficient documentation indicating calculation of Tritel's share and payment of the real estate taxes by Owner. Owner must pay annually or cause to be paid annually when due all real estate taxes and assessments attributable to the Land and the Site.

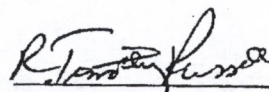
RESOLUTION NO. 1648-00

AUTHORIZING AN OPTION AND LEASE AGREEMENT
WITH TRITEL COMMUNICATIONS

BE IT RESOLVED by the Foley City Council, in regular session May 1, 2000, as follows:

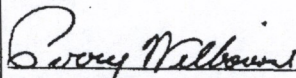
That the attached option and lease agreement between Tritel Communications, Inc.; 111 East Capital Street; Suite 500; Jackson, Mississippi and the City of Foley, to lease space on the City's Communication tower between 142 feet and 148 feet, more particularly described in the attached document, is hereby accepted.

PASSED, ADOPTED AND APPROVED this 1st day of May, 2000.



R. Timothy Russell, Mayor

ATTEST::



A. Perry Wilbourne, CMC
City Administrator/Clerk

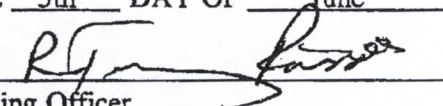
ORDINANCE NO. 645-00

**AN ORDINANCE DECLARING CERTAIN REAL PROPERTY
NOT PRESENTLY NEEDED FOR PUBLIC OR MUNICIPAL PURPOSES
AND AUTHORIZING THE LEASING OF THE SAME**

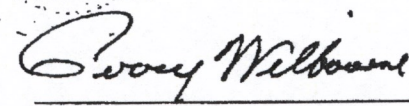
BE IT ORDAINED BY THE CITY COUNCIL OF FOLEY, ALABAMA, AS
FOLLOWS:

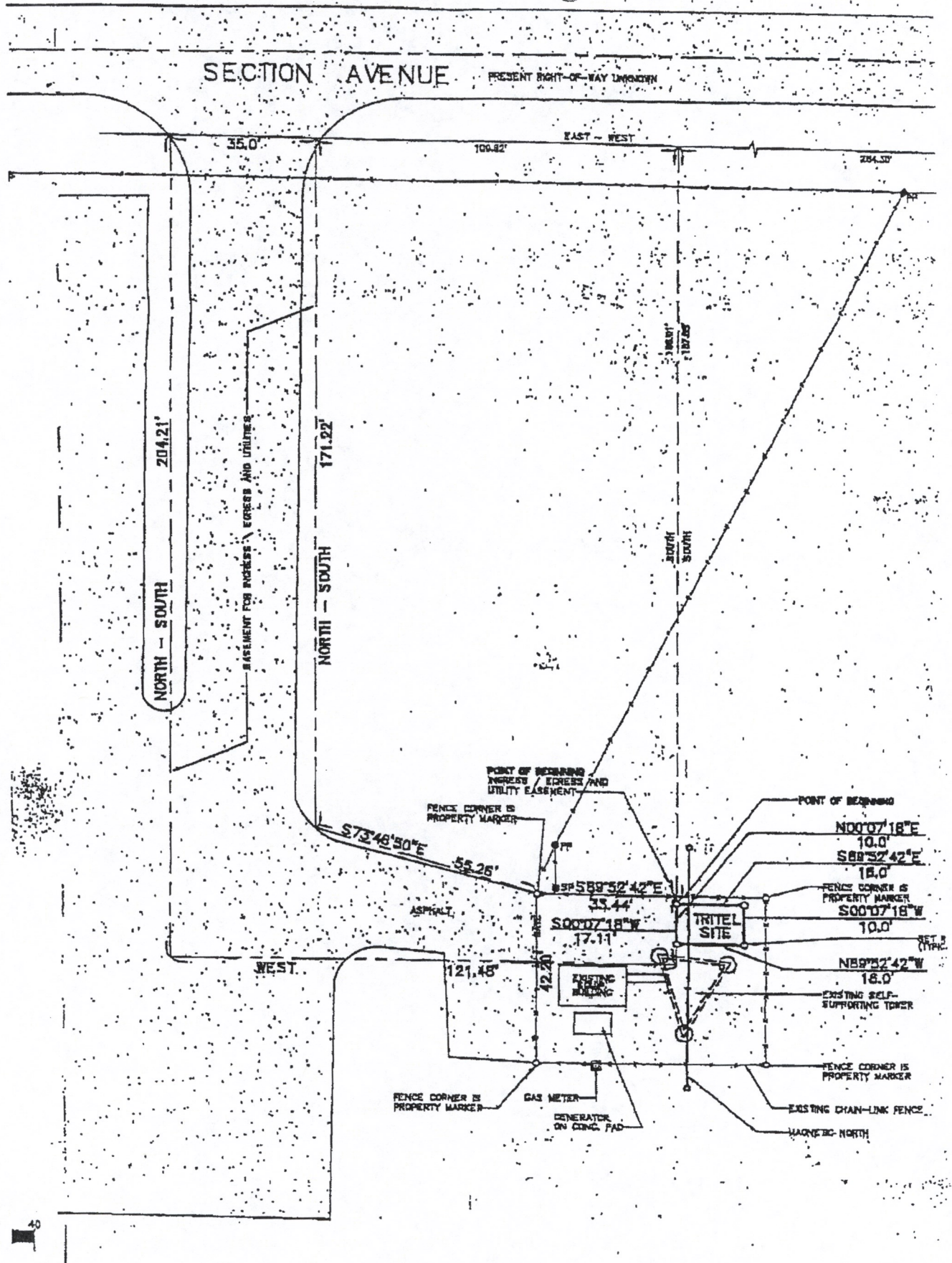
- Section 1. It is hereby established and declared that the real property of the City of Foley, Alabama located on the City's Justice Center Communications tower at the 145 to 151 foot level and certain real property located near said tower, as more fully described and depicted on Exhibit "A" is not presently needed for public or municipal purposes.
- Section 2. The City of Foley, Alabama, after receiving an offer from TRITEL COMMUNICATIONS, INC. to lease said real property, hereby declares it to be in the best interest of the public and the City of Foley, Alabama to lease said real property to TRITEL COMMUNICATIONS, INC. and directs the Mayor to negotiate a contract with TRITEL COMMUNICATIONS, INC.
- Section 3. Pursuant to the authority granted by Section 11-47-21, Code of Alabama (1975), the Mayor and the City Clerk are hereby authorized and directed to execute and attest respectively a Lease in the name of the City of Foley, Alabama, and to do such other acts and execute such other documents as may be necessary to carry out the purpose of the Ordinance.
- Section 4. This ordinance shall become effective immediately upon its adoption and publication as required by law.

ADOPTED AND APPROVED THIS THE 5th DAY OF June, 2006.


Presiding Officer

ATTEST:


City Clerk



STATE OF ALABAMA
COUNTY OF BALDWINQUITCLAIM DEED

KNOW ALL MEN BY THESE PRESENTS that J. DON FOSTER, as Trustee of the Magnolia-Foley Trust of 1960, hereinafter called the Grantor, for and in consideration of the sum of Ten Dollars cash and other good and valuable considerations in hand to Grantor paid by the CITY OF FOLEY, ALABAMA, hereinafter called the Grantee, receipt of which is hereby acknowledged, does hereby (subject to the matters hereinafter set out) RELEASE, RELEND, QUITCLAIM and CONVEY unto said Grantee all that certain property in Baldwin County, Alabama, in fee simple, forever, described as follows:

Parcel 1: Commence at a point where the center line of the L & N Railroad intersects the North line of Section 28, Township 7 South, Range 4 East, Baldwin County, Alabama; run thence South 89 degrees 29' 04" East along the North line of Section 28, Township 7 South, Range 4 East, as surveyed by McMill Robinson (Ala. Reg. No. 1065) for the City of Foley Industrial Park, plat dated July 20, 1979, for 50.0 feet to the point of beginning; continue thence South 89 degrees 29' 04" East along said section line for 896.50 feet to the West right-of-way of Vulcan Street; run thence South 01 degree 33' 48" West along the West right-of-way of Vulcan Street for 10.17 feet to a point where the South right-of-way of Section Avenue, if extended, would intersect the West right-of-way of Vulcan Street; run thence due East along the South right-of-way of Section Avenue for 1130.32 feet to the West right-of-way of Poplar Street; run thence South 01 degree 05' 03" West along the West right-of-way of Poplar Street for 1226.7 feet to the North right-of-way of Magnolia Avenue; run thence North 88 degrees 50' 30" West along the North right-of-way of Magnolia Avenue for 1271.97 feet; run thence North 01 degree 12' 09" East for 300.0 feet; run thence North 88 degrees 50' 30" West for 726.0 feet; run thence South 01 degree 12' 09" West for 300.0 feet to the North right-of-way of Magnolia Avenue; run thence North 88 degrees 50' 30" West along the North right-of-way of Magnolia Avenue for 25.0 feet to the East right-of-way of L & N Railroad; run thence North 01 degree 12' 09" East along the East right-of-way of L & N Railroad for 1204.03 feet to the point of beginning. Said land being in the City of Foley, Baldwin County, Alabama, and containing 51.2757 acres which includes the sewer line easement that is recorded in Deed Book 268, pages 229-230 in the Baldwin County Courthouse and the southerly extension of Vulcan Street having a right-of-way of 75.0 feet between Section Avenue and Magnolia Avenue.

Parcel 2: Commence at a point where the center line of the L & N Railroad intersects the North line of Section 28, Township 7 South, Range 4 East, Baldwin County, Alabama; run thence South 89 degrees 29' 04" East along the North line of Section 28, Township 7 South, Range 4 East, as surveyed by McMill Robinson (Ala. Reg. No. 1065) for the City of Foley Industrial Park, plat dated July 20, 1979 for 50.0 feet to the East right-of-way of the L & N Railroad; run thence South 01 degree 12' 09" West along the East right-of-way of said railroad for 1204.03 feet to the North right-of-way of Magnolia Avenue; run thence South 88 degrees 50' 30" East along the North right-of-way of Magnolia Avenue for 25.0 feet; run thence South 01 degree 12' 09" East for 60.0 feet to the South right-of-way of Magnolia Avenue and the Northwest corner of Block "O" in the City of Foley; run thence South 88 degrees 50' 30" East along the South right-of-way of Magnolia Avenue for 1180.95 feet to the point of beginning; continue thence South 88 degrees 50' 30" East along the South right-of-way of Magnolia Avenue for 817.15 feet to the West right-of-way of Poplar Street; run thence South 01 degree 05' 03" West for 507.22 feet to a point that is 13.29 feet South of a sewer line or

STATE OF ALABAMA
BALDWIN COUNTY

I certify that this instrument was filed on

SEP 25 1980 22

and that no fee was collected. Recorded in RP
Book 227-38 Page 105
JUDGE OF PROBATE
SEP 25 1980

BAL 77 REC 227

10.0 feet at right angles; run thence North 47 degrees 44' 24" West for 157.17 feet; run thence North 54 degrees 32' 01" West for 267.81 feet; run thence North 66 degrees 18' 03" West for 427.04 feet; run thence North 33 degrees 45' 15" West for 110.67 feet to the point of beginning. Said land being in Section 26, Township 7 South, Range 4 East, City of Foley, Baldwin County, less and except the North portion of Bay Street that lies North of a line parallel to and ten feet South of at right angles to the existing sewer line that crosses Bay Street. It is the intent of the above described property to describe a tract of land that lies South of Magnolia Avenue, West of Poplar Street, North and East of a line parallel to and ten feet South of at right angles to the existing sewer main running in a northwesterly direction from Poplar Street to Magnolia Avenue. Containing 4.5924 acres which includes the North portion of Bay Street.

SUBJECT to reservation of all oil, gas and other minerals in and under and that may be produced from the above described property (both parcels) and all rights incidental thereto as set out in the deed from the Magnolia Land Company, an Illinois corporation, to the Grantor, of even date herewith.

TOGETHER WITH all and singular the rights, members, privileges, hereditaments and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD unto the said Grantee, its successors and assigns, in fee simple, forever.

IN WITNESS WHEREOF, the Grantor has herewith set its hand and seal on this September 25, 1980.

J. Don Foster
J. DON FOSTER,
As Trustee of the Magnolia-Foley Trust, of
1980

STATE OF ALABAMA
COUNTY OF BALDWIN

I, J. Ann Kerkin, a notary public in and for said county and state, hereby certify that J. DON FOSTER, whose name is signed to the foregoing conveyance as Trustee of the Magnolia-Foley Trust of 1980 and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this September 25, 1980.

J. Ann Kerkin
NOTARY PUBLIC
My commission expires 9-18-82

This Instrument Prepared By:
J. DON FOSTER, Esquire
FOSTER, BRADSHAW & BOLTON, P.A.
P.O. Box 240
Foley, AL 36525



Cell Site No. N139010
Cell Site Name: 30204700A
Fixed Asset No. 10079413
Market: ALABAMA/MISSISSIPPI/LOUISIANA
Address: 200 East Section Avenue, Foley, AL 36535

EXHIBIT B

Prepared by:

Black Dot Wireless
27271 Las Ramblas - Suite 200
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: **Market: ALABAMA/MISSISSIPPI/LOUISIANA**
Cell Site Number: N139010
Cell Site Name: 30204700A
FA Number: 10079413
Address: 200 East Section Avenue, Foley, AL 36535
County: Baldwin

FIRST AMENDMENT TO MEMORANDUM OF TOWER SITE LEASE AGREEMENT

This First Amendment Memorandum of Tower Site Lease Agreement is entered into on this ____ day of _____, 2011, by and between The City of Foley, an Alabama municipal corporation, having a mailing address of P.O. Box 1750, Foley, Alabama 36536 (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 Tower Site Lease Agreement ("**Agreement**") on the 5th day of June, 2005, as amended by that certain First Amendment to Tower Site Lease Agreement dated _____, 2011, for the purpose of installing, operating and maintaining Communications Equipment and other improvements. All of the foregoing are set forth in the Agreement.
2. The Lease Term initially commenced June 5, 2000 and the parties agree to further extend the Agreement for a new initial lease term of five (5) years ("**Initial Term**") commencing on June 1, 2012, with four (4) successive automatic five (5) year options to renew, 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 then current Extension Term.

Cell Site No. N139010
Cell Site Name: 30204700A
Fixed Asset No. 10079413
Market: ALABAMA/MISSISSIPPI/LOUISIANA
Address: 200 East Section Avenue, Foley, AL 36535

3. The portion of the land being leased to Tenant (the "**Premises**") is described in **Exhibit 1** annexed hereto.
4. This First Amendment Memorandum of Tower Site Lease Agreement 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 First Amendment Memorandum of Tower Site Lease Agreement 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 First Amendment Memorandum of Tower Site Lease Agreement as of the day and year first above written.

"LANDLORD"

The City of Foley,
an Alabama municipal corporation

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

"TENANT"

New Cingular Wireless PCS, LLC,
a Delaware limited liability company
By: AT&T Mobility Corporation
Its: Manager

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

Cell Site No. N139010
Cell Site Name: 30204700A
Fixed Asset No. 10079413
Market: ALABAMA/MISSISSIPPI/LOUISIANA
Address: 200 East Section Avenue, Foley, AL 36535

LANDLORD ACKNOWLEDGEMENT

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: _____.

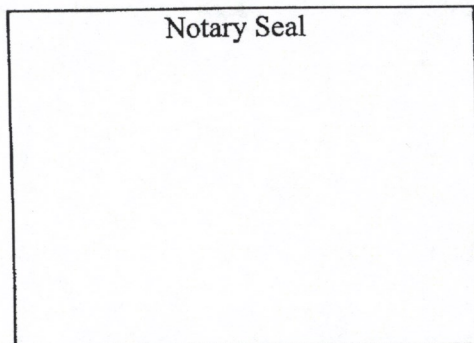
Notary Seal
(Signature of Notary)
(Legibly Print or Stamp Name of Notary)
Notary Public in and for the State of _____
My appointment expires:

TENANT ACKNOWLEDGEMENT

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 he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the _____ of New Cingular Wireless PCS, LLC, 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: _____

Cell Site No. N139010
Cell Site Name: 30204700A
Fixed Asset No. 10079413
Market: ALABAMA/MISSISSIPPI/LOUISIANA
Address: 200 East Section Avenue, Foley, AL 36535

EXHIBIT 1

DESCRIPTION OF PREMISES

Page 1 of 1

to the First Amendment Memorandum of Tower Site Lease Agreement dated _____, 2011, by and between The City of Foley, an Alabama municipal corporation, as Landlord, and New Cingular Wireless PCS, LLC, a Delaware limited liability company, as Tenant.

The Premises are a portion of the real property described and/or depicted as follows:

Parcel 1: Commence at a point where the center line of the L & N Railroad intersects the North line of Section 28, Township 7 South, Range 4 East, Baldwin County, Alabama; run thence South 89 degrees 29' 04" East along the North line of Section 28, Township 7 South, Range 4 East, as surveyed by Maxwell Robinson (Ala. Reg. No. 1065) for the City of Foley Industrial Park, plat dated July 20, 1979, for 50.0 feet to the point of beginning; continue thence South 89 degrees 29' 04" East along said section line for 890.50 feet to the West right-of-way of Vulcan Street; run thence South 01 degree 33' 48" West along the West right-of-way of Vulcan Street for 10.17 feet to a point where the South right-of-way of Section Avenue, if extended, would intersect the West right-of-way of Vulcan Street; run thence due East along the South right-of-way of Section Avenue for 1130.32 feet to the West right-of-way of Poplar Street; run thence South 01 degree 05' 03" West along the West right-of-way of Poplar Street for 1226.7 feet to the North right-of-way of Magnolia Avenue; run thence North 88 degrees 50' 30" West along the North right-of-way of Magnolia Avenue for 1271.97 feet; run thence North 01 degree 12' 09" East for 300.0 feet; run thence North 88 degrees 50' 30" West for 726.0 feet; run thence South 01 degree 12' 09" West for 300.0 feet to the North right-of-way of Magnolia Avenue; run thence North 88 degrees 50' 30" West along the North right-of-way of Magnolia Avenue for 25.0 feet to the East right-of-way of L & N Railroad; run thence North 01 degree 12' 09" East along the East right-of-way of L & N Railroad for 1204.03 feet to the point of beginning. Said Land being in the City of Foley, Baldwin County, Alabama, and containing 51.2757 acres which includes the sewer line easement that is recorded in Deed Book 368, pages 229-230 in the Baldwin County Courthouse and the southerly extension of Vulcan Street having a right-of-way of 75.0 feet between Section Avenue and Magnolia Avenue.

Notes:

1. This Exhibit may be replaced by a land survey and/or construction drawings of the Premises once it is received by Tenant.
2. Any setback of the Premises from the real 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.

11B

AGENDA REQUEST FORM

DATE OF WORK SESSION: September 19, 2011

DATE OF COUNCIL MEETING: September 19, 2011

DEPARTMENT AND PERSON SUBMITTING ITEM: Mike Thompson

DESCRIPTION OF TOPIC: (who, what, when, where, why, and how much)

Consider Tower Lease Agreement with AT & T. This is for the use of tower space at the Justice Center. Initial term of five years would commence on January 1, 2012 and expire on December 31, 2017. Agreement includes up to four additional renewal terms of five years. Lease amount for the initial term would be \$13,942.29 per annum, increasing to \$16,033.63 for the first extension term; \$18,438.68 for the second extension term; \$21,204.48 for the third term and \$24,385.15 for the fourth term. This agreement includes a thirty-six (36) month rent guarantee.

DESCRIPTION FOR PUBLISHED AGENDA:

Consider Tower Lease Agreement with AT & T

IS DOCUMENTATION ATTACHED (See attached list): ☒ Yes ☐ No

If item was previously approved under a Resolution or Ordinance have you included the number in the documentation? ☐ Yes ☐ No ☒ N/A

Is a copy of the Resolution/Ordinance attached? ☐ Yes ☐ No ☒ N/A

SOURCE OF FUNDING:

Please provide the amount requested: _____

Is this a budgeted item? ☐ Yes ☐ No

Please provide the budgeted amount: \$ _____ Account No. _____

If budgeted, is this a capital purchase, capital project, or special fund? _____

Was this item included in the Fiscal Year Capital Projects Plan? ☐ Yes ☐ No

If yes, please provide the amount included in Capital Projects Plan: \$ _____

=====Do Not Write Below This Line=====

Verified by the Finance Department:

Reviewed by: N/A Date: _____

Clerk's Office: Received by: 1/5 Date: 9-13-11 Time: _____

mlt 9/12/11



Official
City of Foley
Email

Vickey Southern <vsouthern@cityoffoley.org>

FW: Lease Agreements

1 message

Meg Hellmich <mhellmich@cityoffoley.org>

Wed, Sep 14, 2011 at 1:22 PM

To: Vickey Southern <vsouthern@cityoffoley.org>

Cc: Michael Thompson <mthompson@cityoffoley.org>

Vickey,

Please see the message below from Hector Frias with AT & T. This outlines their requests relating to the execution and return of the documents.

You already received the agenda request form for this, so this should be everything that you need. I'm sorry it is late – I was supposed to have received it from Hector yesterday and, when I didn't, I called him first thing this morning. I think his legal department was delayed in getting it done.

Please let me know if there is anything else that you need.

Thanks,

Meg

From: Hector Frias [mailto:hfrias@blackdotwireless.com]

Sent: Wednesday, September 14, 2011 1:09 PM

To: Meg Hellmich

Subject: FW: Lease Agreements

Importance: High

Dear Meg,

I trust that your day is going very well. Per our conversation this morning, I was able to touch base with our legal team. Please find attached to this message the final documents on this transaction. Please notice that legal is requesting to print and sign 3 copies of the Amendment, 2 copies of the MOL and to complete and sign the Certificate of Incumbency.

Please also use the attached FedEx return label (#795178411464) for tracking purposes and for being able to expedite the receipt of executables on our end.

Please feel free to contact me any time should you have any questions. I thank you in advance for your support, help and prompt attention to this matter. Have a wonderful day!!

Sincerely,

Hector Frias
Lease Consultant
BLACK DOT

27271 Las Ramblas - Suite 200, Mission Viejo, CA 92691
Phone: 949-502-3839 | Fax: 949-502-3939

From: Cathy Ramos
Sent: Wednesday, September 14, 2011 10:36 AM
To: Hector Frias
Subject: RE: Lease Agreements

Hi Hector,

Attached please find the Amendment, MOL and Certificate of Incumbency. Please ask LL to sign 3 copies of the Amendment, 2 copies of the MOL and to complete and sign the Certificate of Incumbency. Please also ask LL to return all documents to us using the attached FedEx return label (#795178411464).

Thanks,

Cathy Ramos, J.D.

Legal & Compliance Specialist

BLACK DOT

27271 Las Ramblas - Suite 200, Mission Viejo, CA 92691

4 attachments

 **ATT Lease Amendment_56713_08-08-11_v.1 executable.pdf**
1587K

 **MOL.PDF**
300K

 **FedEx return label.pdf**
29K

 **Certif of Incumbency - New Cingular 2011.pdf**
8K

From: (251) 943-1545
 John Koniar
 City of Foley
 407 East Laurel Avenue
 Foley, AL 36536

Origin ID: MVCA

FedEx
Express

J11201104290225

Ship Date: 12SEP11
 ActWgt: 1.0 LB
 CAD: 4407978/INET3180

Delivery Address Bar Code



SHIP TO: (949) 502-3800

BILL SENDER

Processing Department
 Black Dot Wireless
 27271 LAS RAMBLAS STE 200

MISSION VIEJO, CA 92691

Ref # ATT 56713 CR



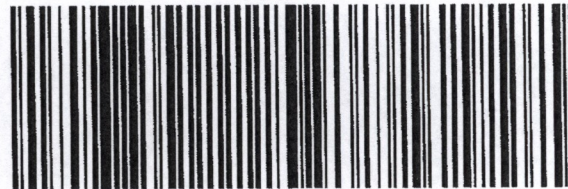
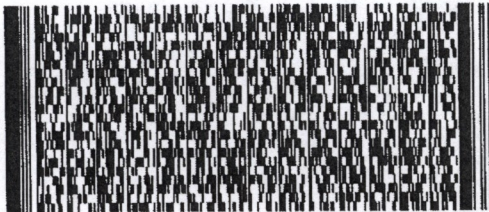
RMA #: ATT 56713 CR
 Return Reason:

RETURNS MON-FRI
 PRIORITY OVERNIGHT

TRK# 7951 7841 1464

0221

92691
 CA-US



50FG2/4299/F5F4

1. Select the 'Print' button to print 1 copy of each label.
2. The Return Shipment instructions, which provide your recipient with information on the returns process, will be printed with the label(s).
3. After printing, select your next step by clicking one of the displayed buttons.

Note: To review or print individual labels, select the Label button under each label image above.

Use of this system constitutes your agreement to the service conditions in the current FedEx Service Guide, available on fedex.com. FedEx will not be responsible for any claim in excess of \$100 per package, whether the result of loss, damage, delay, non-delivery, misdelivery, or misinformation, unless you declare a higher value, pay an additional charge, document your actual loss and file a timely claim. Limitations found in the current FedEx Service Guide apply. Your right to recover from FedEx for any loss, including intrinsic value of the package, loss of sales, income interest, profit, attorney's fees, costs, and other forms of damage whether direct, incidental, consequential, or special is limited to the greater of \$100 or the authorized declared value. Recovery cannot exceed actual documented loss. Maximum for items of extraordinary value is \$500, e.g. jewelry, precious metals, negotiable instruments and other items listed in our Service Guide. Written claims must be filed within strict time limits, see current FedEx Service Guide.

RESOLUTION NO. 4961-12
APPROVING SECOND AMENDMENT TO
AT&T'S TOWER LEASE AGREEMENT

WHEREAS, on June 5, 2000 the City of Foley entered into a Tower Site Lease Agreement with Tritel Communications, Inc. ("Tritel"), and

WHEREAS, on September 19, 2011 the City of Foley approved the first amendment to their Lease Agreement that pertained to modifications in the term, rent, obligations, etc. , and

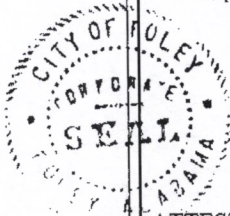
WHEREAS, they are requesting additional equipment be added to the tower site on East Section Avenue for an increase of \$600 to the current rental lease.

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Foley, Alabama, as follows:

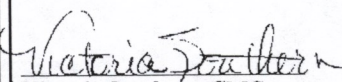
SECTION 1: Authorizes the Mayor to execute the Second Amendment to New Cingular Wireless PCS, LLC's Tower Lease Agreement which is made a permanent part of this resolution upon its adoption. The following account shall be used: 01-4763.

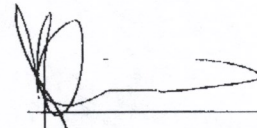
SECTION 2: This Resolution shall become effective immediately upon its adoption as required by law.

PASSED, ADOPTED AND APPROVED THIS 4th day of June, 2012.



ATTEST:


Victoria Southern, CMC
City Clerk


John E. Koniar, Mayor

20

AGENDA REQUEST FORM

DATE OF WORK SESSION: 06-04-12

DATE OF COUNCIL MEETING: 06-04-12

DEPARTMENT AND PERSON SUBMITTING ITEM: Mike Thompson

DESCRIPTION OF TOPIC: (who, what, when, where, why, and how much)

Consider Second Amendment to New Cingular Wireless PCS, LLC's tower lease agreement for adding additional equipment to the City of Foley East Section Avenue Tower.

DESCRIPTION FOR PUBLISHED AGENDA: Consider Second Amendment to New Cingular Wireless PCS, LLC's tower lease agreement for adding additional equipment to the City of Foley East Section Avenue Tower.

IS DOCUMENTATION ATTACHED (See attached list): ☒ Yes ☐ No

If item was previously approved under a Resolution or Ordinance have you included the number in the documentation? ☐ Yes ☐ No ☐ N/A

Is a copy of the Resolution/Ordinance attached? ☒ Yes ☐ No ☐ N/A

SOURCE OF FUNDING:

Please provide the amount requested: _____

Is this a budgeted item? ☐ Yes ☐ No

Please provide the budgeted amount: \$ _____ Account No. Need Rev. 01-4763

If budgeted, is this a capital purchase, capital project, or special fund? _____

Was this item included in the Fiscal Year Capital Projects Plan? ☐ Yes ☐ No

If yes, please provide the amount included in Capital Projects Plan: \$ _____

=====Do Not Write Below This Line=====

Verified by the Finance Department:

Reviewed by: _____ Date: _____

Clerk's Office: Received by: _____ Date: _____ Time: _____

(see back for required backup documentation)

Market: Gulf Coast (AL)
Cell Site Number: _____
Cell Site Name: Foley
Fixed Asset Number: 10079413

SECOND AMENDMENT TO TOWER SITE LEASE AGREEMENT

THIS SECOND AMENDMENT TO TOWER SITE LEASE AGREEMENT ("Second Amendment"), dated as of the latter of the signature dates below, is by and between The City of Foley, an Alabama municipal corporation, having a mailing address of P.O. Box 1750, Foley, Alabama 36536 ("Owner") and New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address of 12555 Cingular Way, Suite 1300, Alpharetta, GA 30004, successor by merger to Tritel Communications, LLC ("Tenant").

WHEREAS, Owner and Tenant entered into a Tower Site Lease Agreement dated June 5, 2000, as amended by that certain First Amendment to Tower Site Lease Agreement dated October 19, 2011 (collectively, the "Agreement") whereby Owner leased to Tenant certain Premises, therein described, that are a portion of the Property located at 200 East Section Avenue, Foley, AL 36535; and

WHEREAS, Owner and Tenant desire to amend the Agreement to allow for the installation of additional antennas, associated cables and other communications instruments; and

WHEREAS, Tenant desires to change, modify or relocate the Communication Facility, which Owner is willing to approve; and

WHEREAS, Owner and Tenant desire to adjust the rent in conjunction with the modifications to the Agreement contained herein; and

WHEREAS, Owner and Tenant desire to amend the Agreement to modify the notice section thereof; and

WHEREAS, Owner 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, Owner and Tenant agree as follows:

1. **Additional Antennas.** Owner consents to the installation and operation of additional antennas, associated cables and equipment as more completely described on attached Exhibit B-1. Owner's execution of this Amendment will signify Owner's approval of Exhibit B-1. Exhibit B-1 hereby replaces any description of Tenant's equipment contained in the Agreement.
-

2. **New Exhibit B-2.** Tenant shall have the right, in its sole discretion, to change, modify or relocate its Communication Equipment as more completely described on attached Exhibit B-2. Owner's execution of this Amendment will signify Owner's approval of Exhibit B-2. Exhibit B-2 hereby supplements Exhibit B to the Agreement.

3. **Rent.** Commencing on the first day of the month following the date that Tenant commences construction (the "Rent Commencement Date"), Rent shall be increased by \$600.00 per month, subject to adjustments as provided in the Agreement.

4. **Notices.** Section 6 of the Agreement is hereby amended to reflect Tenant's current with a copy to address as follows:

With the required copy of legal notice sent to Tenant at the address above, a copy to the Legal Department:
New Cingular Wireless PCS, LLC
Attn: Legal Department,
Re: Cell Site #: _____, Cell Site Name: Foley (MS),
FA No: 10079413
1025 Lenox Park Blvd., 5th Floor
Atlanta, GA 30319

5. **Other Terms and Conditions Remain.** In the event of any inconsistencies between the Agreement and this Second Amendment, the terms of this Second Amendment shall control. Except as expressly set forth in this Second 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 Second Amendment.

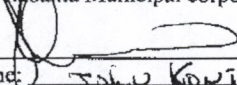
6. **Capitalized Terms.** All capitalized terms used but not defined herein shall have the same meanings as defined in the Agreement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]
[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have caused their properly authorized representatives to execute and seal this Second Amendment on the dates set forth below.

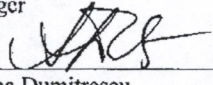
"OWNER"

The City of Foley,
An Alabama Municipal corporation

By: 
Name: John Kowale
Title: Mayor
Date: 6/14/2012

"TENANT"

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

By: AT&T Mobility Corporation
Its: Manager
By: 
Name: Alina Dumitrescu
Title: Professional- Tech Project Manager, C&E
Date: 6/7/12

OWNER ACKNOWLEDGEMENT

STATE OF ALABAMA
~~MISSISSIPPI~~
COUNTY OF BALDWIN

I CERTIFY that on JUNE 11, 2012, JOHN KONIAR personally came before me and acknowledged under oath that he or she:

- (a) is the MAYOR of The City of Foley, who is named in the attached instrument,
- (b) was authorized to execute this instrument on behalf of the municipal corporation; and
- (c) executed the instrument as the act of the municipal corporation.



Victoria G. Southern
Signature of Notary
Printed Name: Victoria G. Southern
Notary Public No.:
My Commission Expires: 6-1-2013

TENANT ACKNOWLEDGEMENT

STATE OF ALABAMA
COUNTY OF SHELBY

On the 1st day of June, 2012 before me personally appeared Alina Dumitrescu, and acknowledged under oath that she is the Professional- Tech Project Manager, C&E of AT&T Mobility Corporation, Manager of New Cingular Wireless PCS, LLC, a Delaware limited liability company, named in the attached instrument, and as such was authorized to execute this instrument on behalf of the limited liability company.



Brigita D. Edmondson
Signature of Notary
Printed Name: Brigita D. Edmondson
Notary Public No.:
My Commission Expires: Sept 27, 2014
NOTARY PUBLIC STATE OF ALABAMA AT LARGE
BONDED THRU NOTARY PUBLIC UNDERWRITERS

EXHIBIT B-1

Tenant's Communications Equipment

Final configuration:

- (6) Kathrein 800 10122 antennas (75.4" x 10.3" x 5.9" / 61.7lbs)
- (12) Powerwave LGP 21402 TMAs (9.2" x 14.4" x 2.6" / 14.1lbs)
- (12) Kathrein 860 10025 RETs (7" x 2.4" x 2" / 1.16lbs)
- (3) Andrew SBNH-1D6565C antennas (96.4" x 11.9" x 7.1" / 60.8lbs)
- (3) Ericsson RRUS-11 Radios (17" x 17.8" x 9.2" / 54lbs)
- (1) Raycap DC6-48-60-18-8F surge suppressor (32.8 lbs)
- (2) 3/8" Fiber Bundles
- (2) 3/4" DC Power Cables
- (12) 1 5/8" Coaxial Cables
- (1) 5/16" RET downlead

* No change to existing ground space

Notes:

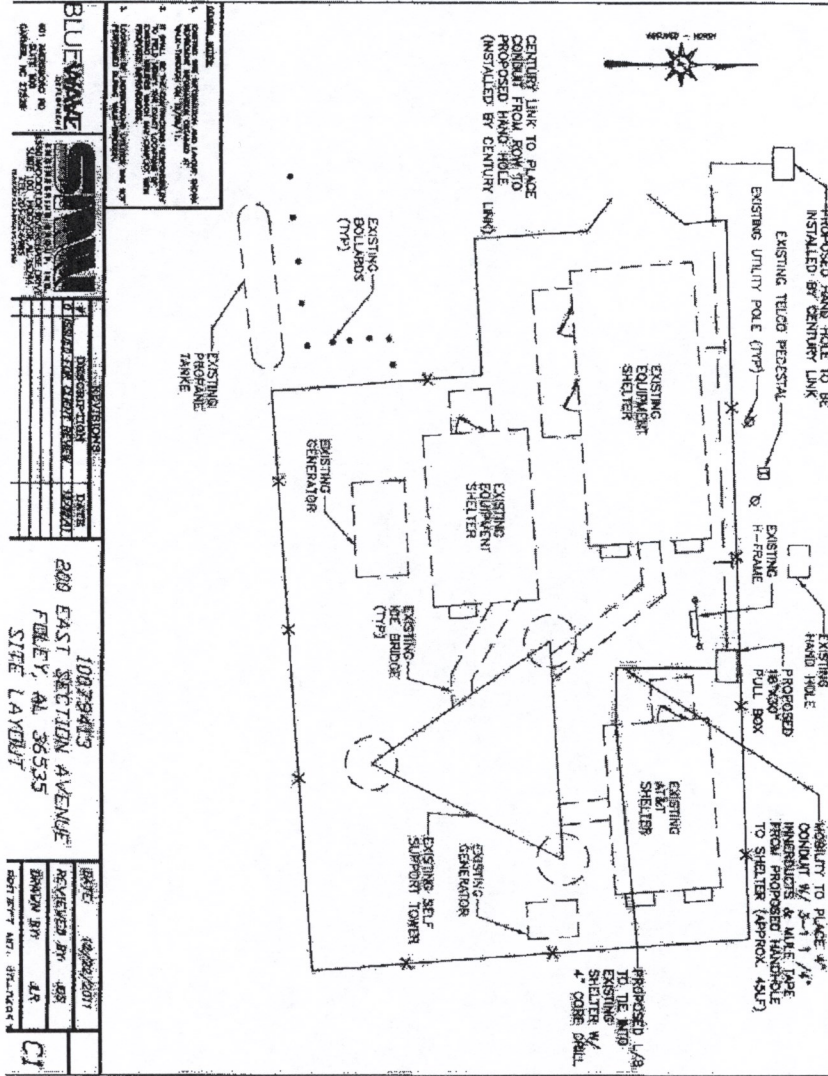
1. THIS EXHIBIT MAY BE REPLACED BY A LAND SURVEY AND/OR CONSTRUCTION DRAWINGS OF THE PREMISES ONCE RECEIVED BY TENANT.
2. ANY SETBACK OF THE PREMISES FROM THE PROPERTY'S BOUNDARIES SHALL BE THE DISTANCE REQUIRED BY THE APPLICABLE GOVERNMENTAL AUTHORITIES.
3. WIDTH OF ACCESS ROAD SHALL BE THE WIDTH REQUIRED 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.

AT&T site: Foley/FA#10079413

12-2010
2010 Form Amendment

EXHIBIT B-2

Site plan



AT&T site: Foley/FA#10079413

12-2010
2010 Form Amendment

RESOLUTION NO. 4664-11

APPROVING FIRST AMENDMENT TO AT&T'S TOWER LEASE AGREEMENT

WHEREAS, on June 5, 2000 the City of Foley entered into a Tower Site Lease Agreement with Tritel Communications, Inc. ("Tritel"), and

WHEREAS, Tritel was bought out by New Cingular Wireless PCS, LLC and is wishes to amend the original agreement consisting of but not limited to the term, rent, tenant's obligation to pay - rent guarantee.

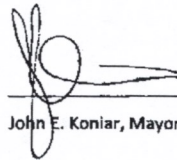
NOW THEREFORE BE IT RESOLVED that the City Council of the City of Foley, Alabama, as follows:

SECTION 1: Authorizes the Mayor to execute the First Amendment to New Cingular Wireless PCS, LLC's Tower Lease Agreement and is made a permanent part of this resolution upon its adoption.

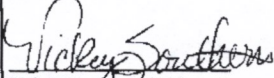
SECTION 2: This Resolution shall become effective immediately upon its adoption as required by law.

PASSED, ADOPTED AND APPROVED THIS 19th day of September, 2011.




John E. Koniar, Mayor

ATTEST:


Vickey Southern, CMC
City Clerk

Cell Site No. N139010
Cell Site Name: 38284700A
Fixed Asset No. 18979413
Market: ALABAMA/MISSISSIPPI/LOUISIANA
Address: 200 East Section Avenue, Foley, AL 36535

FIRST AMENDMENT TO TOWER SITE LEASE AGREEMENT

THIS FIRST AMENDMENT TO TOWER SITE LEASE AGREEMENT ("Amendment") dated as of the later date below is by and between *The City of Foley, an Alabama municipal corporation*, having a mailing address at *P.O. Box 1750, Foley, Alabama 36536* (hereinafter referred to as "Landlord") and New Cingular Wireless PCS, LLC, a Delaware limited liability company registered to do business in Alabama, having a mailing address at 12555 Cingular Way, Suite 1300, Alpharetta, GA 30004 (hereinafter referred to as "Tenant").

WHEREAS, Landlord and Tenant's predecessor in title (Tritel Communications, Inc., a corporation of the State of Delaware) entered into a Tower Site Lease Agreement dated June 5, 2000 (the "Agreement") whereby Landlord leased to Tenant certain real property interests therein described (the "Premises"), a true and correct copy of which, together with all exhibits and addendums, is attached hereto and incorporated herein by reference as Exhibit "A"; and

WHEREAS, Landlord and Tenant desire to amend and modify certain provisions of the Agreement as set forth herein, but otherwise the Agreement shall remain in full force and effect except as expressly modified hereby; and

NOW THEREFORE, in consideration of the foregoing and the mutual rights and benefits conferred by the amendments herein made to the Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by both parties, Landlord and Tenant agree as follows:

1. **Modification of Term.** The Term provisions found in Section 2 of the Agreement shall continue in full force and effect through December 31, 2011, and thereafter Section 2 of the Agreement shall be replaced in its entirety with the following: Subject to the Termination provisions in the Agreement, a new initial term of FIVE (5) YEARS ("New Initial Term") shall commence on January 1, 2012 and expire at the end of the day on December 31, 2017 (the "New Initial Term"). Thereafter there shall be a maximum of FOUR (4) additional renewal terms of FIVE (5) YEARS each (each an "Extension Term") which shall automatically commence upon the expiration of the prior term without further action by Tenant or Landlord. Unless earlier terminated, the last day of the term of this Amendment shall be on December 31, 2037. Hereafter, the defined term "Term" shall include the New Initial Term and any applicable Extension Term.

2. **Modification of Rent.** The Rent provisions found in Section 3 of the Agreement shall continue in full force and effect through December 31, 2011, and thereafter Section 3 of the Agreement shall be replaced in its entirety with the following: Commencing on January 1, 2012, the Rent payable for each year of the New Initial Term shall be THIRTEEN THOUSAND NINE HUNDRED FORTY-TWO and 29/100 DOLLARS (\$13,942.29) per annum, which payment is due and payable in advance of the first day of the year. The rent payable in advance of each year of each Extension Term will be as follows:

First Extension Term - \$16,033.63 per year
Second Extension Term - \$18,438.68 per year
Third Extension Term - \$21,204.48 per year
Fourth Extension Term - \$24,385.15 per year

Cell Site No. N139018
Cell Site Name: 30204700A
Fixed Asset No. 10879413
Market: ALABAMA/MISSISSIPPI/LOUISIANA
Address: 200 East Section Avenue, Foley, AL 36535

3. **Modification of Tenant's Obligation to Pay – Rent Guarantee.** Notwithstanding Tenant's obligations to pay Rent set forth under the Agreement, for a thirty-six (36) month period commencing January 1, 2012 and ending December 31, 2014 ("Rent Guarantee Period"), Tenant's obligation to pay Rent is guaranteed and such obligation will not be subject to offset or cancellation by Tenant. Notwithstanding the foregoing, if Landlord exercises any of Landlord's rights to terminate the Agreement, if any, other than the Landlord's right to terminate this Agreement due to the default of the Tenant under the terms of the Agreement beyond any applicable grace and cure period, Tenant will be released from any and all of its obligations to pay Rent during the Rent Guarantee Period as of the effective date of the termination. In addition, Tenant shall be released from any and all of its obligations to pay Rent during the Rent Guarantee Period if the following shall occur: (a) Landlord is in breach of the Agreement, including but not limited to any default under the terms of the Agreement beyond any applicable grace and cure period; (b) there is a foreclosure of the Property which results in termination of the Agreement; (c) the Landlord shall require Tenant to relocate Tenant's equipment and facilities to a location that is not acceptable to Tenant in its reasonable business judgment if allowed for in the Agreement; (d) any existing government permits and/or approvals cannot be obtained or maintained, at no fault of the Tenant; or (e) Tenant terminates the Agreement pursuant to the terms of the Permitted Use section as modified below. If this Agreement is further modified in the future with an obligation for Tenant to pay additional Rent, the payment of Rent guarantee established in this paragraph will not be diminished or limited, but such Rent guarantee will not extend to that future additional Rent obligation.

4. **Permitted Use.** In supplement to the terms set forth in Section 1 of the Agreement ("Premises and Use") Tenant may modify, supplement, replace, upgrade, expand, relocate or refurbish its Communications Equipment on the Site at any time during the term of this Agreement without notice to or consent from the Landlord, provided, however that the Communications Equipment must fit within the following parameters:

Total Weight –	Maximum of 17.6 lbs
Mounting Height –	Bottom of antenna no lower than 145 feet above ground; Top of antenna no higher than 151 feet above ground. Center of antenna to be located at 148 feet above ground

Otherwise all other provisions found in Section 1 of the Agreement shall remain in full force and effect.

5. **Memorandum of Agreement.** Either party will, at any time upon fifteen (15) days prior written notice from the other, execute, acknowledge and deliver to the other a recordable Memorandum of Agreement substantially in the form of the Exhibit "B". Either party may record this memorandum at any time, in its absolute discretion and at its sole expense.

6. **Acknowledgement.** Landlord acknowledges that: 1) this Amendment is entered into of the Landlord's free will and volition; 2) Landlord has read and understands this Amendment and the underlying Agreement and, prior to execution of the Amendment, was free to consult with counsel of its choosing regarding Landlord's decision to enter into this Amendment and to have counsel review the terms and conditions of the Amendment; 3) Landlord has been advised and is informed that should Landlord not enter into this Amendment, the underlying Agreement between Landlord and Tenant, including any termination or non renewal provision therein, would remain in full force and effect.

Cell Site No. N139018
Cell Site Name: 30204700A
Fixed Asset No. 10079413
Market: ALABAMA/MISSISSIPPI/LOUISIANA
Address: 200 East Section Avenue, Foley, AL 36535

7. **Removal/Restoration.** In addition to the terms set forth in the Agreement, Landlord agrees that the Communications Equipment and any related equipment brought to the Site or the Land by Tenant, its agents, contractors, predecessors-in-interest or subtenants, shall be and remain Tenant's personal property or the personal property of its subtenant(s), as the case may be. Landlord waives any and all rights it may have, including any rights it may have in its capacity as Landlord under the Agreement to assert any liens, encumbrances or adverse claims, statutory or otherwise, related to or in connection with the Communications Equipment or any portion thereof. Tenant, in its sole discretion, may remove its Communications Equipment or any portion thereof at any time during the Term of the Agreement, without notice to Landlord and without Landlord's consent.

8. **Notices.** The Notice provisions found in Section 6 of the Agreement is hereby deleted in its entirety and replaced with the following: NOTICES. 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:

As to Tenant:

New Cingular Wireless PCS, LLC
Attn: Network Real Estate Administration
Cell Site #: 10079413; Cell Site Name: 30204700A/Foley
Fixed Asset No: 10079413
12555 Cingular Way, Suite 1300
Alpharetta, GA 30004

With a required copy of the notice sent to the address above to AT&T Legal at:

Attn.: AT&T Legal Department
New Cingular Wireless PCS, LLC
Re: Cell Site #: 10079413; Cell Site Name: 30204700A/Foley
Fixed Asset No: 10079413
15 East Midland Avenue
Paramus, NJ 07652

As to Landlord:

CITY OF FOLEY
Attn: Michael Thompson
407 East Laurel Avenue
Foley, AL 36536

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.

Cell Site No. N139010
Cell Site Name: 30204700A
Fixed Asset No. 10079413
Market: ALABAMA/MISSISSIPPI/LOUISIANA
Address: 200 East Section Avenue, Foley, AL 36535

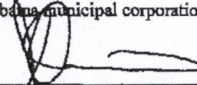
9. **Other Terms and Conditions Remain.** In the event of any inconsistencies between the Agreement and this Amendment, the terms of this Amendment shall control. Except as expressly set forth in this Amendment, the Agreement otherwise is unmodified and remains in full force and effect. Each reference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

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

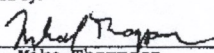
Cell Site No. N139010
Cell Site Name: 30284708A
Fixed Asset No. 10079413
Market: ALABAMA/MISSISSIPPI/LOUISIANA
Address: 200 East Section Avenue, Foley, AL 36535

IN WITNESS WHEREOF, the parties have caused their properly authorized representatives to execute and seal this Amendment on the date and year below.

LANDLORD:
The City of Foley,
an Alabama municipal corporation

By: 
Name: John E. Koniar
Title: Mayor
Date: September 19, 2011

Attested by:

By: 
Name: Mike Thompson
Title: City Administrator

TENANT:
New Cingular Wireless PCS, LLC
a Delaware limited liability company
By: AT&T Mobility Corporation
Its: Manager

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: _____
Title: _____

lac



Official
City of Foley
Email

Vickey Southern <vsouthern@cityoffoley.org>

FW: E Section St Easement

1 message

Michael Thompson <mthompson@cityoffoley.org>

Tue, May 29, 2012 at 2:48 PM

To: Vickey Southern <vsouthern@cityoffoley.org>, "J. Casey Pipes" <jcp@helmsinglaw.com>

Cc: Meg Hellmich <mhellmich@cityoffoley.org>

Vickey/Casey,

This attachment is the amendment to the Tower lease between AT&T and the City. This effectively adds \$600 per month to the current tower lease which I believe is currently \$1,161.86 per month so it will increase to \$1,761.86. Casey has not yet reviewed so I am sending to him as well. If he has any proposed changes we will replace the attached with one with his changes.

Mike

From: Patrick Reed [mailto:PReed@foresitetowers.com]

Sent: Tuesday, May 29, 2012 2:33 PM

To: 'Michael Thompson'

Subject: RE: E Section St Easement

Mike,

Please find the attached draft amendment for your review. As we discussed last week, we would like to have this Amendment partially executed by AT&T for the board's meeting on June 4th. Could you please review and make any necessary redlines to this draft and I will have it revised. Once this draft is accepted by both parties, I will have the executable docs sent to your attention via FedEx. If you have any questions please do not hesitate to contact me.

Thanks,

Patrick Reed

Foresite Towers, LLC

preed@foresitetowers.com

Office: 205-437-3200

Fax: 205-437-3222

From: Michael Thompson [mailto:mthompson@cityoffoley.org]
Sent: Tuesday, May 29, 2012 9:55 AM
To: Patrick Reed
Subject: RE: E Section St Easement

Thanks Patrick.

Mike

From: Patrick Reed [mailto:PReed@foresitetowers.com]
Sent: Tuesday, May 29, 2012 9:51 AM
To: 'Michael Thompson'
Subject: RE: E Section St Easement

Mike,

I have requested the draft amendment from our attorney this morning and will hopefully have it today. I will forward it over to you as soon as I receive it.

Thanks,

Patrick Reed

Foresite Towers, LLC

preed@foresitetowers.com

Office: 205-437-3200

Fax: 205-437-3222

From: Michael Thompson [mailto:mthompson@cityoffoley.org]
Sent: Tuesday, May 29, 2012 9:47 AM

To: Patrick Reed
Subject: RE: E Section St Easement

Hi Patrick,

I wanted to let you know that I have received a final version of the cable easement from Century Link so I am prepared to submit that along with the modified version of the tower lease agreement. I will be drafting to agenda items to submit for our June 4 council meeting next Monday. One item will be the cable easement for Century Link to connect to the G4 equipment to be placed on the tower. The second item will be the adjusted tower agreement.

When we spoke last week you had indicated that it would take a little time beyond today to get the new tower agreement to me. Can you give me an estimate of when you expect to be able to send it to me? I would like to have a little time for me and the city attorney to look at it prior to the Monday meeting.

Mike

From: Michael Thompson [mailto:mthompson@cityoffoley.org]
Sent: Thursday, May 24, 2012 10:19 AM
To: 'Patrick Reed'
Subject: FW: E Section St Easement

Hi Patrick,

I wanted to forward this email stream to you in case you do not have Pamela Plancich's contact information. I think she has been working with Roy but I don't know if the two of you have spoken.

Mike

From: Michael Thompson [mailto:mthompson@cityoffoley.org]
Sent: Thursday, May 24, 2012 10:16 AM
To: 'Plancich, Pamela[GREAT PLAINS]'
Subject: RE: E Section St Easement

Hi Pamela,

Can you speak to them again because when I spoke with Patrick he said that they could not put both the tower work and the easement in one agreement. That is fine with me to have two separate agreements, one from them for the tower equipment, and one from you for the easement. In fact that is probably the preferred method anyway because the easement is not exclusive to AT&T.

However I want to be able to present both of the items to council on the same council meeting date.

Mike

From: Plancich, Pamela[GREAT PLAINS] [mailto:Pamela.Plancich@CenturyLink.com]
Sent: Thursday, May 24, 2012 10:09 AM
To: 'Michael Thompson'
Subject: RE: E Section St Easement

Good morning Michael.

ATT contacted me and asked CTL to provide our easement document to them so they could present to you as an entire package. I provided them with the document yesterday. I understand that they are going to get the package to you by the 29th.

Please let me know if you need our easement document prior to that date.

I hope you had a wonderful time in Seattle and Alaska. Welcome back.

Pam

Pamela J Plancich/Field Agent
CenturyLink Real Estate
19812 Underwood Road
Foley, AL 36535
Tel: 251 943 0012 Cell: 360 918 3696

What lies behind you and what lies in front of you, pales in comparison to what lies inside of you.

From: Michael Thompson [mailto:mthompson@cityoffoley.org]
Sent: Thursday, May 24, 2012 10:06 AM
To: Plancich, Pamela[GREAT PLAINS]
Subject: RE: E Section St Easement

Hi Pamela,

I received a call from Patrick Reed of Foresite Towers today. He plans to have the agreement for the Tower space to me in time to bring it to council on June 4th. As I mentioned to you, I want to bring the easement for Century Link to council in the same meeting as the tower agreement. I know I signed and sent to you the letter that allowed your folks to get on the property and gather the pertinent data regarding the easement but I wanted to find out if you will be prepared to provide to me the final documents for the nonexclusive easement by the same council meeting (June 4th).

Regards,

Mike Thompson

City of Foley

From: Plancich, Pamela[GREAT PLAINS] [mailto:Pamela.Plancich@CenturyLink.com]
Sent: Friday, May 04, 2012 4:48 PM
To: mthompson@cityoffoley.org
Cc: rbishop@cityoffoley.org
Subject: E Section St Easement

Mr. Thompson:

Thank you for meeting Marvin King and myself on site this morning. I have attached the Letter Agreement as we discussed. With your signature, I can begin our due diligence and get the survey scheduled while you are out enjoying your vacation.

If you have any questions or concerns please call me at 360-918-3696. I look forward to working with you on this project. Have a wonderful time in Seattle. There is much to do there as you will soon discover. Pike

Place Market, Mt. Rainer, Mt. St Helen's are just a few. Go Mariners!!

Thank you

Pamela J

Pamela J Plancich/Field Agent

CenturyLink Real Estate

19812 Underwood Road

Foley, AL 36535

Tel: 251-943 0012 Cell: 360-918-3696

What lies behind you and what lies in front of you, pales in comparison to what lies inside of you.

 **Amend.- Foley (draft).doc**
271K

Market: Gulf Coast (AL)
Cell Site Number: _____
Cell Site Name: Foley
Fixed Asset Number: 10079413

THIRD AMENDMENT TO TOWER SITE LEASE AGREEMENT

THIS THIRD AMENDMENT TO TOWER SITE LEASE AGREEMENT ("**Third Amendment**"), dated as of the latter of the signature dates below, is by and between The City of Foley, an Alabama municipal corporation, having a mailing address of P.O. Box 1750, Foley, Alabama 36536 ("**Owner**") and New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address of 575 Morosgo Drive, Atlanta, GA 30324, successor by merger to Tritel Communications, LLC ("**Tenant**").

WHEREAS, Owner and Tenant entered into a certain Tower Site Lease Agreement dated June 5, 2000, as amended by that certain First Amendment to Tower Site Lease Agreement dated October 19, 2011, and further amended by that certain Second Amendment to Tower Site Lease Agreement dated June 11, 2012 (collectively, the "**Agreement**") whereby Owner leased to Tenant certain Premises, therein described, that are a portion of the Property located at 200 East Section Avenue, Foley, AL 36535; and

WHEREAS, Owner and Tenant desire to amend the Agreement to allow for the replacement of three (3) additional antennas for new ones and the installation of three (3) RRUs and associated equipment (collectively, the "**Additional LTE Equipment**"); and

WHEREAS, Owner and Tenant desire to adjust the rent in conjunction with the modifications to the Agreement contained herein; and

WHEREAS, Owner and Tenant desire to amend the Agreement to modify the notice section thereof; and

WHEREAS, Owner 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, Owner and Tenant agree as follows:

1. **Additional LTE Equipment.** Owner consents to the modification of Tenant's existing Communications Equipment and installation and operation of the Additional LTE Equipment, for a final Communications Equipment configuration as more completely described on attached Exhibit B-2. Owner's execution of this Third Amendment will signify Owner's approval of Exhibit B-2. Exhibit B-2 hereby replaces Exhibit B-1 to the Agreement.

2. **Rent.** Commencing on the first day of the month following the date that Tenant commences installation of the Additional LTE Equipment (the "**Rent Commencement Date**"), Rent shall be increased by One Hundred Fifty and no/100 Dollars (\$150.00) per month, subject to adjustments as provided in the Agreement.

3. **Notices.** Section 6 of the Agreement is hereby amended to reflect Tenant's current notice address as follows:

If to Tenant: New Cingular Wireless PCS, LLC
Attn: Network Real Estate Administration
Re: Cell Site #: _____; Cell Site Name: AWE-Foley (AL)
Fixed Asset No: 10079413
575 Morosgo Dr.
Atlanta, GA 30324

With the required copy of legal notice sent to Tenant at the address above, a copy to the Legal Department:

New Cingular Wireless PCS, LLC
Attn: Legal Department,
Re: Cell Site #: _____; Cell Site Name: AWE-Foley (AL)
Fixed Asset No: 10079413
208 S. Akard Street
Dallas, Texas 75202-4206

4. **Other Terms and Conditions Remain.** In the event of any inconsistencies between the Agreement and this Third Amendment, the terms of this Third Amendment shall control. Except as expressly set forth in this Third 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 Third Amendment.

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

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]
[SIGNATURES APPEAR ON THE FOLLOWING PAGE]**

IN WITNESS WHEREOF, the parties have caused their properly authorized representatives to execute and seal this Third Amendment on the dates set forth below.

“OWNER”

The City of Foley,
an Alabama municipal corporation

By: _____
Name: _____
Title: _____
Date: _____

“TENANT”

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

By: AT&T Mobility Corporation
Its: Manager

By: _____
Name: _____
Title: _____
Date: _____

OWNER ACKNOWLEDGEMENT

STATE OF ALABAMA

COUNTY OF _____

I CERTIFY that on _____, 2015, _____ personally came before me and acknowledged under oath that he or she:

- (a) is the _____ of The City of Foley, who is named in the attached instrument,
- (b) was authorized to execute this instrument on behalf of the municipal corporation; and
- (c) executed the instrument as the act of the municipal corporation.

Signature of Notary
Printed Name: _____
Notary Public No.: _____
My Commission Expires: _____

TENANT ACKNOWLEDGEMENT

STATE OF ALABAMA

COUNTY OF SHELBY

On the _____ day of _____, 2015 before me personally appeared _____, and _____ acknowledged under oath that she is the _____ of AT&T Mobility Corporation, Manager of New Cingular Wireless PCS, LLC, a Delaware limited liability company, named in the attached instrument, and as such was authorized to execute this instrument on behalf of the limited liability company.

Signature of Notary
Printed Name: _____
Notary Public No.: _____
My Commission Expires: _____

EXHIBIT B-2

Tenant's Communications Equipment

Final configuration:

- Six (6) Kathrein 800 10122 antennas (75.4" x 10.3" x 5.9" / 61.7lbs)
- Twelve (12) Powerwave LGP 21402 TMAs (9.2" x 14.4" x 2.6" / 14.1lbs)
- Twelve (12) Kathrein 860 10025 RETs (7" x 2.4" x 2" / 1.16lbs)
- Three (3) SBNHH-1D65C antennas
- Six (6) Ericsson RRUS Radios
- One (1) Raycap DC6-48-60-18-8F surge suppressor (32.8 lbs)
- Two (2) 3/8" Fiber Bundles
- Two (2) 3/4" DC Power Cables
- Twelve (12) 1 5/8" Coaxial Cables
- One (1) 5/16" RET downlead

* No change to existing ground space

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.