

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:

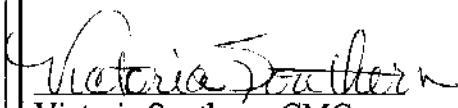
SECTION 1: Authorizes the Mayor to execute the Second Amendment to New Cingular Wireless PCS, LLC's Tower Lease Agreement which is made a permanent part of this resolution upon its adoption. The following account shall be used: 01-4763.

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

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: \$ _____ *Need Rev.* Account No. 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.

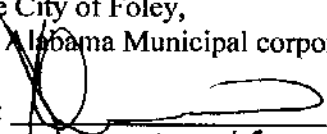
6. **Capitalized Terms.** All capitalized terms used but not defined herein shall have the same meanings as defined in the Agreement.

**[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"

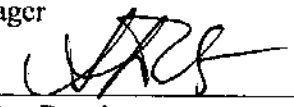
The City of Foley,
An Alabama Municipal corporation

By: 
Name: John Kowiar
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.



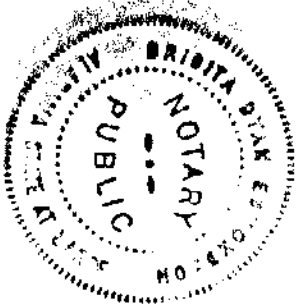
Victoria G. Southern
Signature of Notary
Printed Name: Victoria G. Southern
Notary Public No.: _____
My Commission Expires: 6-1-2013

TENANT ACKNOWLEDGEMENT

STATE OF ALABAMA

COUNTY OF SHELBY

On the 7th 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. Edmonson
Signature of Notary
Printed Name: Brigita D. Edmonson
Notary Public No.: _____
My Commission Expires: Sept 27, 2014
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 download

* No change to existing ground space

Notes:

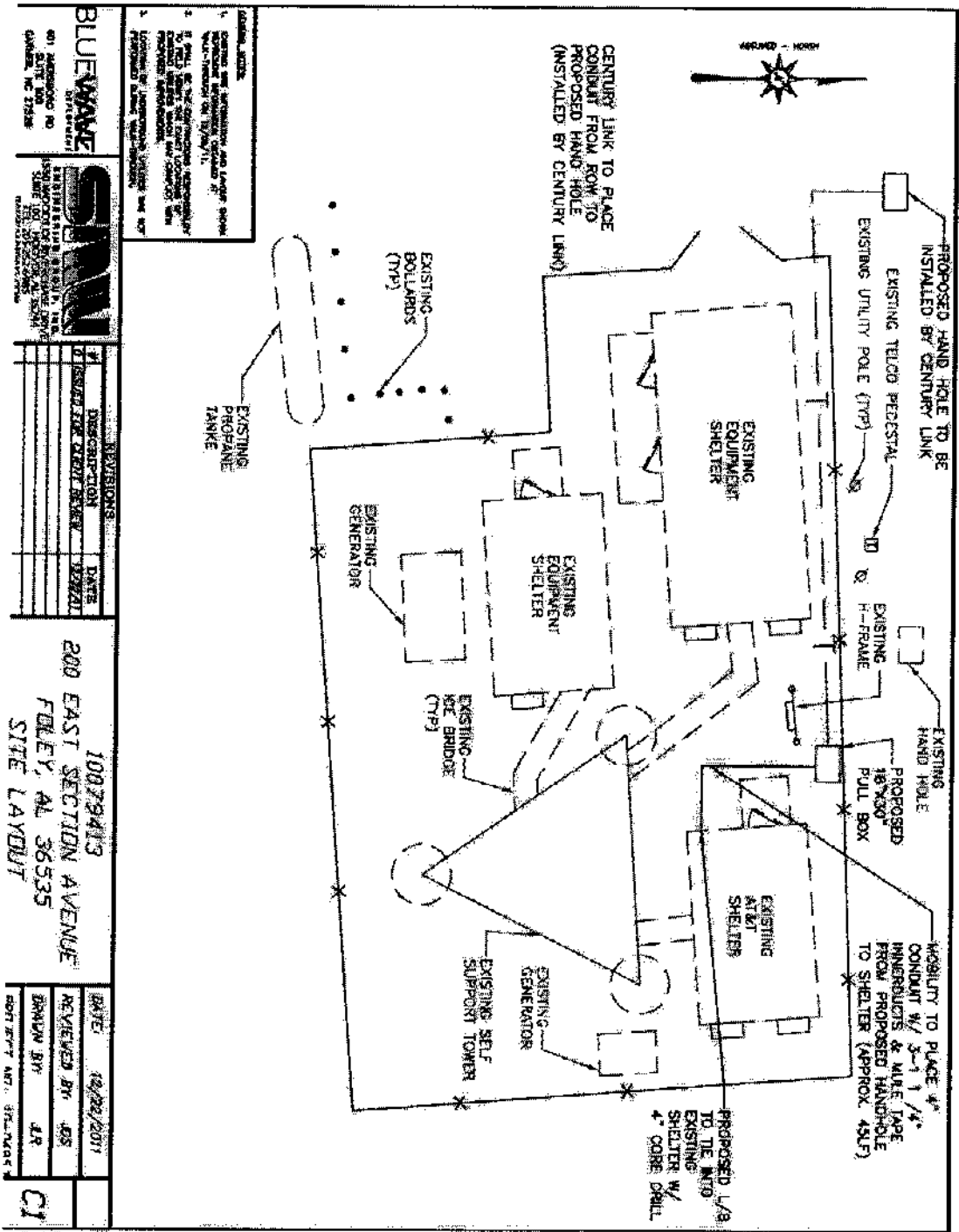
1. THIS EXHIBIT MAY BE REPLACED BY A LAND SURVEY AND/OR CONSTRUCTION DRAWINGS OF THE PREMISES ONCE RECEIVED BY TENANT.
2. ANY SETBACK OF THE PREMISES FROM THE PROPERTY'S BOUNDARIES SHALL BE THE DISTANCE REQUIRED BY THE APPLICABLE GOVERNMENTAL AUTHORITIES.
3. WIDTH OF ACCESS ROAD SHALL BE THE WIDTH REQUIRED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



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.

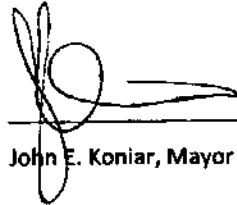
NOW THEREFORE BE IT RESOLVED that the City Council of the City of Foley, Alabama, as follows:

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.

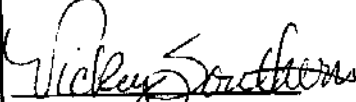
SECTION 2: This Resolution shall become effective immediately upon its adoption as required by law.

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: 30284700A
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

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. N139010
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: 30204790A
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.

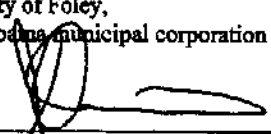
10. Capitalized Terms. All capitalized terms used but not defined herein shall have the same meanings as defined in the Agreement.

Cell Site No. N139010
Cell Site Name: 30204700A
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



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@cityofffoley.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@cityofffoley.org
Cc: rbishop@cityofffoley.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