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.

CITY OF FOLEY CORPORATE SEAL FOLEY, ALABAMA

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

MAYOR: John E. Koniar CITY CLERK: Vickey Southern, CMC CITY ADMINISTRATOR: Michael L. Thompson
COUNCIL MEMBERS: J. Wayne Trawick Vera J. Quaites Ralph G. Hellmich Cecil R. Blackwell Charles Ebert III

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, 20 11

SIGNATURE: _____
PRINT NAME: John E. Koniar
TITLE: Mayor

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 FORY-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
Cell Site Name: 30204700A
Fixed Asset No. 10079413
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.

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.

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: _____

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

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.

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 Harrell

Attest:

Corey Welborne

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: Barbara M. Mahony

Witness: Earl J. Hassler

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 "A"
Survey of the Si( ) showing location of Tritel.
Page 2 of 2

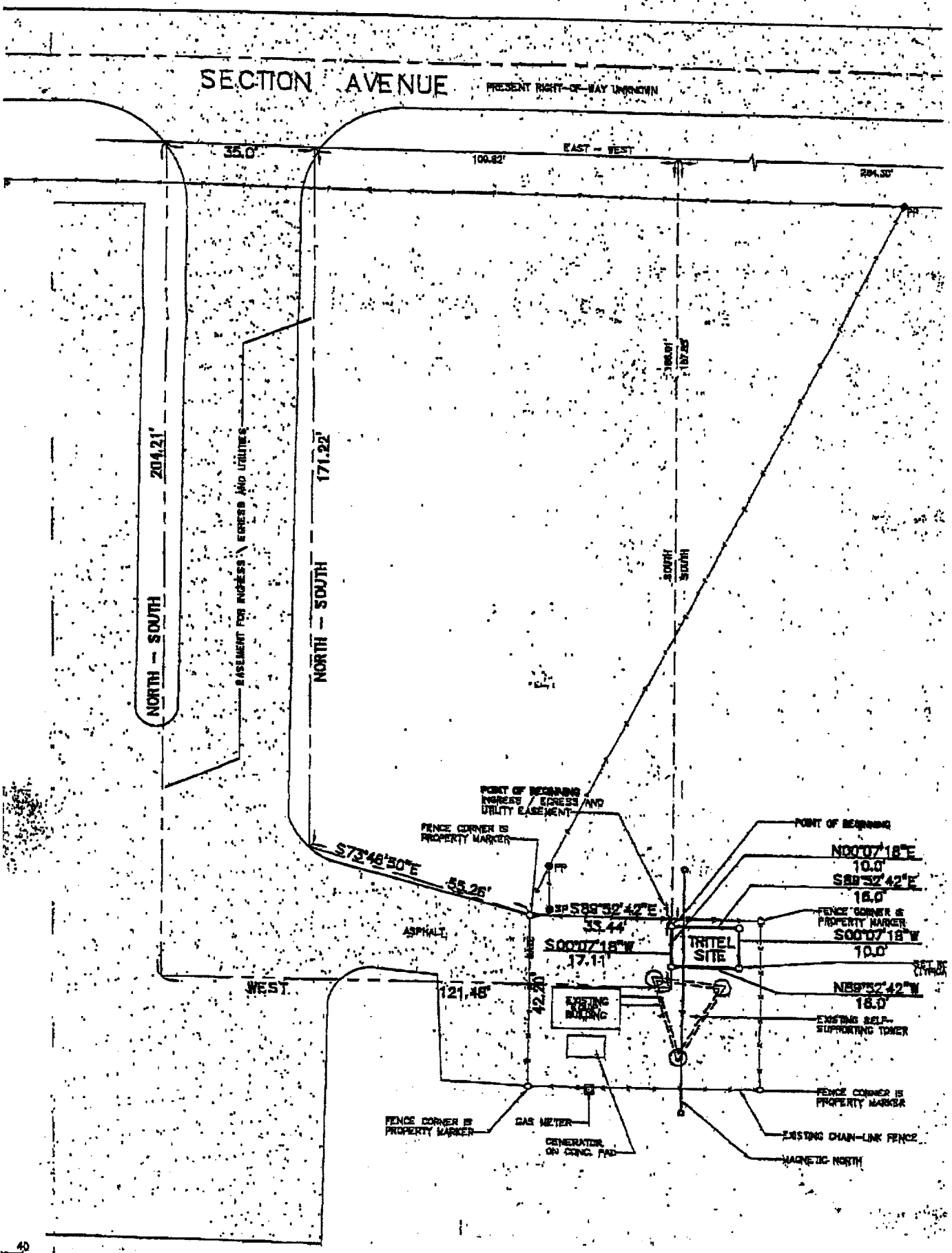


EXHIBIT "B"
(Site Plan Details)

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.

Exhibit "B"

Attached to and made a part of that Tower Site Lease Agreement by and between The City of Foley, Alabama, as Lessor and Tritel Communications, Inc. as Lessee, and dated the ____ day of June, 2000.

The herein described Site Plans have been reviewed and approved by the undersigned parties, to-wit:

Tritel's Authorized Representative — Date 6/5/00

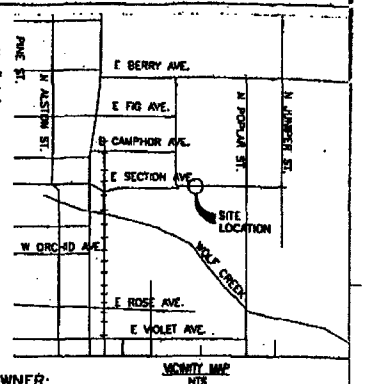
City of Foley Authorized Representative — Date

TOWER BASE:
LATITUDE: 30°24'48.59"
LONGITUDE: 87°40'50.60"
(PER NORTH AMERICAN DATUM OF 1983)

ELEVATION: 67.4'
(PER NATIONAL GEODETIC VERTICAL DATUM OF 1929)

LEGEND:

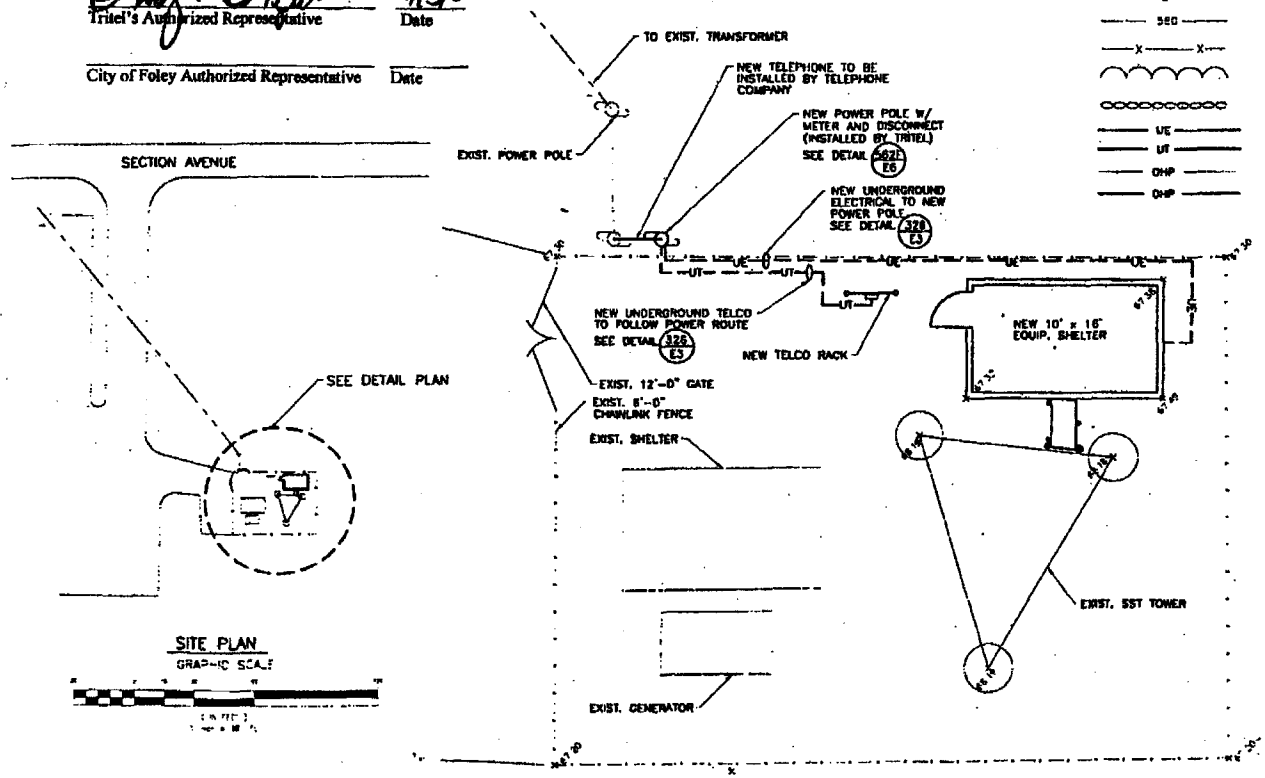
- TELCO POLE
- CENTERLINE EXISTING TOWER
- CONCRETE PAD
- DRILL HOLE FOUND
- UTILITY POLE
- WETLAND FLAG WITH NUMBER
- SPOT
- PROPERTY LINE
- CONTOUR
- CHAIN LINK FENCE
- EDGE OF WOODS
- STONE WALL
- UNDERGROUND ELECTRIC
- UNDERGROUND TELCO
- EXISTING OVERHEAD POWER
- NEW OVERHEAD POWER



VICINITY MAP
NTS

PROPERTY OWNER:

OWNER:	CITY OF FOLEY,ALABAMA
ADDRESS:	407 E. LAUREL AVE.
CITY, STATE ZIP	FOLEY, AL 36536
PHONE:	(205) 943-1540



SITE PLAN
GRAPHIC SCALE

DETAIL PLAN
GRAPHIC SCALE

NOTES:

1. THIS PLAN IS BASED ON SURVEY BY ROWE SURVEYORS, DATED 04-26-2000, DRAWING NO. S1
2. THE PROPOSED USE DOES NOT REQUIRE FULL TIME OR PART TIME EMPLOYEES AT THE SITE.
3. ALL MATERIAL SHALL BE FURNISHED AND WORK SHALL BE PERFORMED IN ACCORDANCE WITH THE APPLICABLE SECTIONS OF THE SPECIFICATIONS NO. 24085-000-3PS-A00Z-G0001, "TECHNICAL SPECIFICATION FOR CONSTRUCTION" AND NO. 24085-000-3PS-EG00-G0001, "TECHNICAL SPECIFICATION FOR CONSTRUCTION OF ELECTRICAL AND GROUNDING SYSTEM". IN CASE OF A CONFLICT BETWEEN THE CONSTRUCTION SPECIFICATIONS AND THE DRAWINGS, THE DRAWINGS GOVERN.
4. FOR SITE WORK GENERAL NOTES SEE DETAIL 300, DWG E3
5. FOR CONCRETE AND REINFORCING STEEL GENERAL NOTES SEE DETAIL 302, DW
6. FOR STRUCTURAL STEEL GENERAL NOTES SEE DETAIL 301, DWG E4
7. FOR ELECTRICAL GENERAL NOTES SEE DWG E1

UTILITY NOTES:

1. ALL UTILITY RELATED WORK SHALL BE PERFORMED IN ACCORDANCE WITH APPLICABLE UTILITY REQUIREMENTS.
2. CONTRACTOR SHALL CONTACT UTILITIES A MINIMUM OF 72 HOURS PRIOR TO TH START OF CONSTRUCTION.
3. CABLES BETWEEN EXISTING UTILITIES AND POWER/TELCO CABINETS AND FINAL TERMINATIONS AT EACH END WILL BE PERFORMED BY THE UTILITIES.
4. CONTRACTOR SHALL PROVIDE TRENCHING AND CONDUITS AS SHOWN ON DETAIL 326 OR AS REQUIRED BY LOCAL UTILITY.
5. COORDINATE TELCO LINE LOCATION WITH UTILITY.
6. CONTRACTOR SHALL COORDINATE WITH THE PROPER AUTHORITY TO LOCATE AND MARK THE UNDERGROUND UTILITIES SERVING THE AREA.

DRAWING INDEX:

C1 SITE PLAN
C2 PLAN AND ELEVATION
C3 DETAILS
E1 SITE AND GROUNDING LAYOUT
E2 ANTENNA SCHEMATIC AND DETAILS
E3 DETAILS
E4 DETAILS
E5 DETAILS
E6 DETAILS
E7 DETAILS
E8 CELL SITE INSTALLATION NOTES

RECORD DOCUMENT

ALABAMA LICENSED #17971 PROFESSIONAL ENGINEER BRADLEY M. FREDERICK

SJB GROUP INCORPORATED

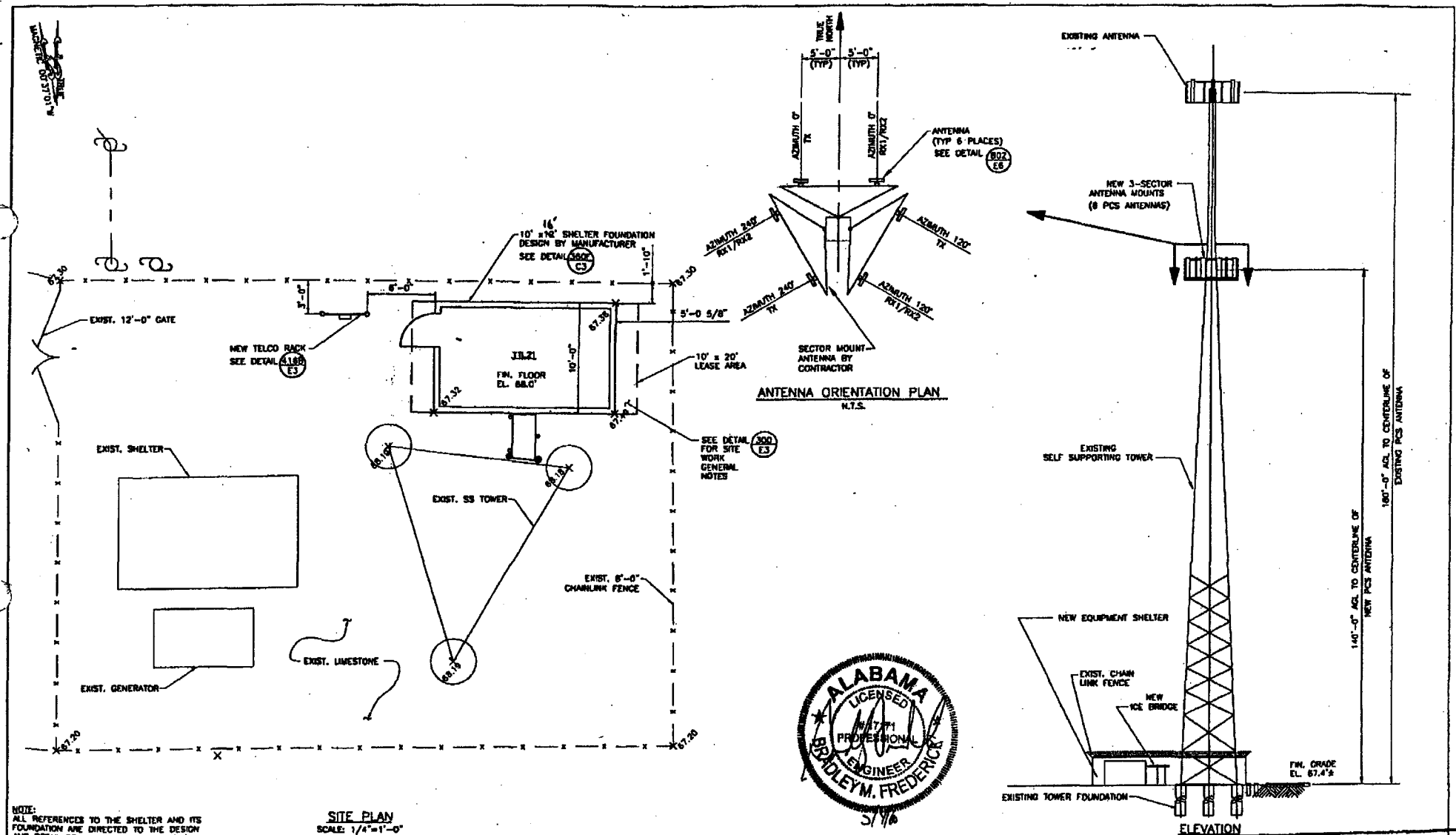
SITE NO. 302-047-00A
FOLEY
200 E. SECTION AVE.
FOLEY, AL 36535

TRITEL COMMUNICATIONS
2865 DAUPHIN STREET, SUITE W
MOBILE, AL 36606

2	5/05/2000	ISSUED FOR CONSTRUCTION	AGB	JT
1	04/27/2000	ISSUED FOR REVIEW & COMMENT	AGB	JT

SITE PLAN

JOB NO. 10450 — DRAWING NUMBER C1



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

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

RECORD DOCUMENT

SJB GROUP INCORPORATED

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

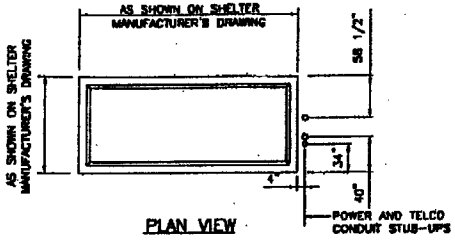
TRITEL COMMUNICATIONS
2866 DAUPHIN STREET, SUITE W
MOBILE, AL 36606

NO.	DATE	REVISIONS	BY	CHK	APP'D
1	5/05/2000	ISSUED FOR CONSTRUCTION	AGB	JT	JT
0	04/27/2000	ISSUED FOR REVIEW & COMMENT	AGB	JT	JT

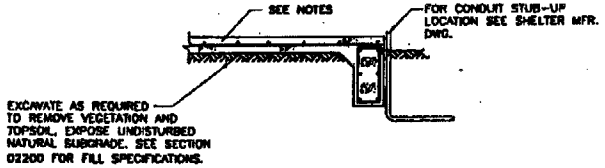
SCALE: NOTED | DESIGNED: AGB | DRAWN: AGB

PLAN AND ELEVATION

JOB NO.	DRAWING NUMBER	REV
10450	C2	0



PLAN VIEW



ELEVATION

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

SHELTER FOUNDATION

DETAIL NTS 360F C2

RECORD DOCUMENT

ALABAMA LICENSED 17771 PROFESSIONAL ENGINEER BRADLEY M. FREDERICK

SJB GROUP INCORPORATED

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

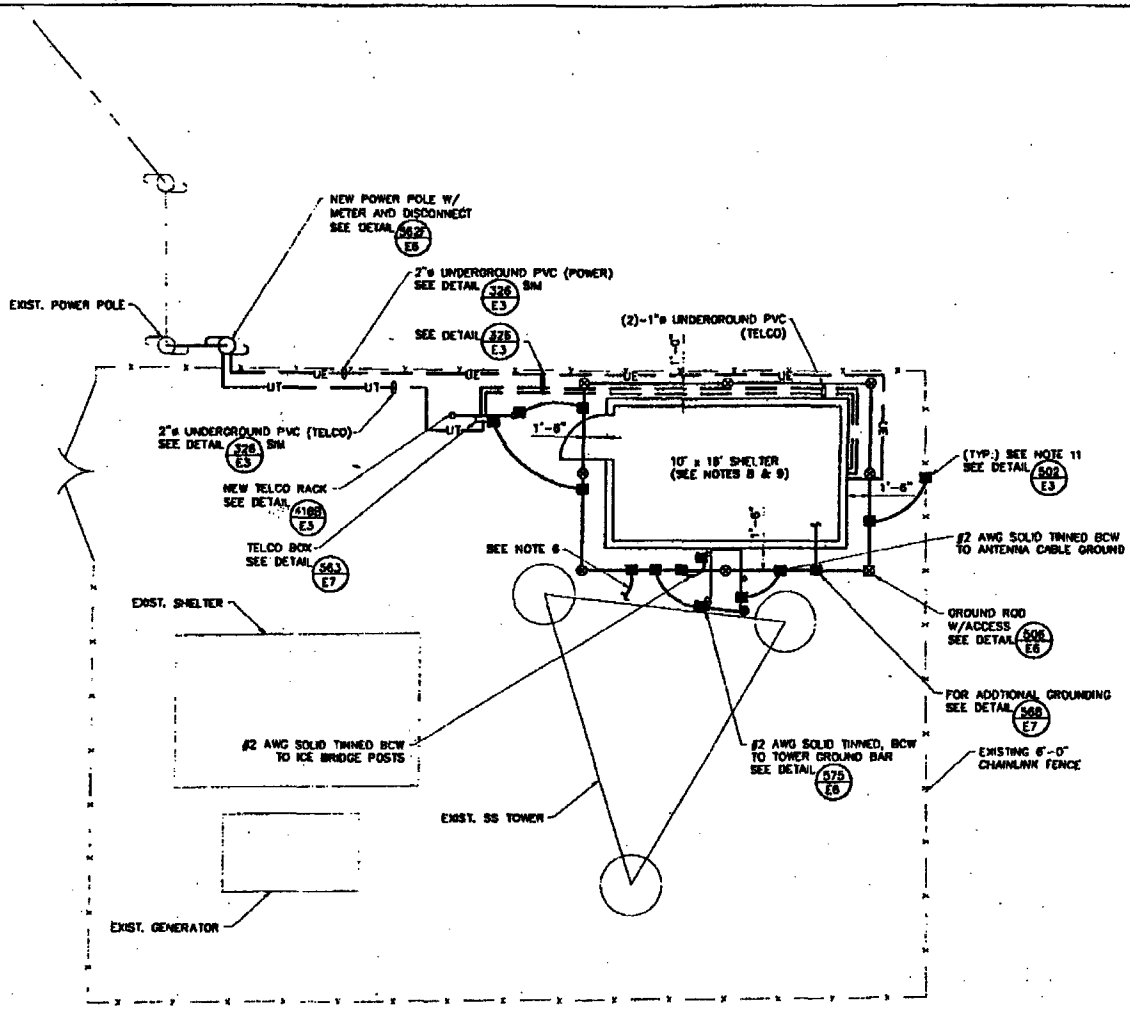
TRITEL COMMUNICATIONS
2988 DAUPHIN STREET, SUITE W
MOBILE, AL 36606

NO.	DATE	REVISIONS	BY	CHK	APP'D
2	5/05/2000	ISSUED FOR CONSTRUCTION	AGB	JT	JT
1	04/27/2000	ISSUED FOR REVIEW & COMMENT	AGB	JT	JT

SCALE: NONE | DESIGNED: AGB | DRAWN: AGB

DETAILS

JOB NO.	DRAWING NUMBER	REV
10450	C3	0



PLAN

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

NOTES:

1. ALL ELECTRICAL WORK SHALL BE PERFORMED IN ACCORDANCE WITH ELECTRICAL SPECIFICATION AS APPLICABLE AND ALL LOCAL CODES.
2. CONDUIT ROUTINGS ARE SCHEMATIC. CONTRACTOR SHALL INSTALL CONDUITS SO THAT ACCESS TO EQUIPMENT IS NOT BLOCKED.
3. FOR EQUIPMENT MOUNTING SEE MANUFACTURER DRAWINGS.
4. NEW COAX CABLES SHALL BE MOUNTED ON NEW WAVEGUIDE LADDER ON FACE OF TOWER.
5. THE CONTRACTOR IS RESPONSIBLE FOR PROPERLY SEQUENCING GROUNDING AND UNDERGROUND CONDUIT INSTALLATION AS TO PREVENT ANY LOSS OF CONTINUITY IN THE GROUNDING SYSTEM OR DAMAGE TO THE CONDUIT.
6. INSTALL #2 AWG BCW SOLID GROUND WIRE FROM NEW GROUND RING TO EXISTING TOWER GROUND RING. VERIFY EXISTING CONNECTION OF TOWER LEGS TO EXISTING GROUND RING. IF NONE EXISTS, INSTALL NEW #2 AWG BCW SOLID GROUND WIRE FROM TOWER BASE PLATE TO EXISTING GROUND RING.
7. SERVICE TO SHELTER SHALL BE 240VAC, 200A, 1Ø, 3W.
8. PREFABRICATED 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 MANUFACTURERS DRAWINGS AND SPECIFICATION 24065-000-3PS-AKBP-00001. IN CASE OF CONFLICT, THE DRAWINGS GOVERN.
10. COMPRESSION GROUND CONNECTIONS MAY BE REPLACED BY CADWELD 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
- CADWELD TYPE CONNECTION
- COMPRESSION TYPE CONNECTION
- GROUNDING WIRE
- XXX / XX — REPRESENTS DETAIL NUMBER / REF. DRAWING NUMBER

ABBREVIATIONS

AWG	AMERICAN WIRE GAUGE
BCW	BARE COPPER WIRE
BTS	BASE TRANSMISSION STATION
CIGBE	COAX ISOLATED GROUND BAR EXTERNAL
DWG	DRAWING
EMT	ELECTRICAL METALLIC TUBING
GEN	GENERATOR
IGR	INTERIOR GROUND RING (HALO)
IMC	INTERMEDIATE METALIC CONDUIT
MGB	MASTER ISOLATED GROUND BAR
PCS	PERSONAL COMMUNICATION SYSTEM
RBS	RADIO BASE STATION
RGS	RIGID GALVANIZED STEEL
RWY	RACEWAY
SCCS	SEE CONTRACTOR CELL SITE
TYP	TYPICAL

RECORD DOCUMENT

SJB GROUP INCORPORATED

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

TRITEL COMMUNICATIONS
2864 DAUPHIN STREET, SUITE W
MOBILE, AL 36606

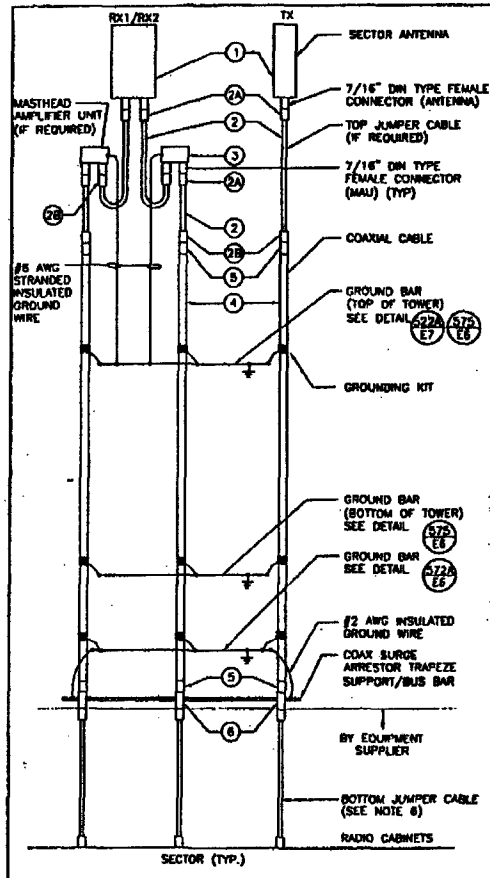
3	9/15/2000	ISSUED FOR CONSTRUCTION	AGB	JT
2	04/27/2000	ISSUED FOR REVIEW & COMMENT	AGB	JT

DESIGNED AGB | DRAWN AGB | CHECKED JT

ALABAMA REGISTERED PROFESSIONAL ENGINEER No. 12460 DAVID ASSAF III

SITE AND GROUNDING LAYOUT

JOB NO. 10450 | DRAWING NUMBER E1



ITEM NO.	ITEM DESCRIPTION	ALPHA SECTOR AZIMUTH 0°			BETA SECTOR AZIMUTH 120°			GAMMA SECTOR AZIMUTH 240°			TOTAL QUANTITY (SEE NOTE 1)
		RX1	RX2	TX	RX1	RX2	TX	RX1	RX2	TX	
1	ANTENNA (SEE NOTE 5)	ALLGON 7251.01			ALLGON 7251.01			ALLGON 7251.01			3
				ALLGON 7200.01			ALLGON 7200.01			ALLGON 7200.01	3
	DOWNTILT	0°		0°	0°		0°	0°		0°	
2	ANTENNA JUMPER (COMMSCOPE) (LENGTH)	(2) 5400MDM-2M (6 FEET)	(2) 5400MDM-2M (6 FEET)	5400MDM-3M (10 FEET)	(2) 5400MDM-2M (6 FEET)	(2) 5400MDM-2M (6 FEET)	5400MDM-3M (10 FEET)	(2) 5400MDM-2M (6 FEET)	(2) 5400MDM-2M (6 FEET)	5400MDM-3M (10 FEET)	12 - 2M 3 - 3M
2A	ATTACHED MALE DIN CONNECTOR (COMMSCOPE)	INCLUDED W/ITEM #2	INCLUDED W/ITEM #2	INCLUDED W/ITEM #2	INCLUDED W/ITEM #2	INCLUDED W/ITEM #2	INCLUDED W/ITEM #2	INCLUDED W/ITEM #2	INCLUDED W/ITEM #2	INCLUDED W/ITEM #2	-
2B	ATTACHED MALE DIN CONNECTOR (COMMSCOPE)	INCLUDED W/ITEM #2	INCLUDED W/ITEM #2	INCLUDED W/ITEM #2	INCLUDED W/ITEM #2	INCLUDED W/ITEM #2	INCLUDED W/ITEM #2	INCLUDED W/ITEM #2	INCLUDED W/ITEM #2	INCLUDED W/ITEM #2	-
3	MASTHEAD AMPLIFIER UNIT (MAU) (ERICSSON)	TMA KRY 112 36/4	TMA KRY 112 36/4	N/A	TMA KRY 112 36/4	TMA KRY 112 36/4	N/A	TMA KRY 112 36/4	TMA KRY 112 36/4	N/A	6
4	MAIN COAX (LENGTH) (COMMSCOPE)	1 5/8"ø (165 FT) CR 50 1873 PE	1 5/8"ø (165 FT) CR 50 1873 PE	1 5/8"ø (165 FT) CR 50 1873 PE	1 5/8"ø (165 FT) CR 50 1873 PE	1 5/8"ø (165 FT) CR 50 1873 PE	1 5/8"ø (165 FT) CR 50 1873 PE	1 5/8"ø (165 FT) CR 50 1873 PE	1 5/8"ø (165 FT) CR 50 1873 PE	1 5/8"ø (165 FT) CR 50 1873 PE	1485 FEET
5	UNATTACHED FEMALE DIN CONNECTOR (COMMSCOPE)	(2) CR18730F	(2) CR18730F	(2) CR18730F	(2) CR18730F	(2) CR18730F	(2) CR18730F	(2) CR18730F	(2) CR18730F	(2) CR18730F	18
6	COAX SURGE ARRESTOR (HUBER-SUHNER)	3409.41.009	3409.41.009	3409.41.009	3409.41.009	3409.41.009	3409.41.009	3409.41.009	3409.41.009	3409.41.009	9
*	ID TAG	ALPHA RX1 (A3)	ALPHA RX2 (A4)	ALPHA TX (A1)	BETA RX1 (B3)	BETA RX2 (B4)	BETA TX (B1)	GAMMA RX1 (C3)	GAMMA RX2 (C4)	GAMMA TX (C1)	
*	COLOR CODE	THREE RED	FOUR RED	ONE RED	THREE BLUE	FOUR BLUE	ONE BLUE	THREE WHITE	FOUR WHITE	ONE WHITE	

NOTES:

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

RECORD DOCUMENT

ALABAMA REGISTERED No. 12468 PROFESSIONAL ENGINEER DAVID ASSAF

SJB GROUP INCORPORATED

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

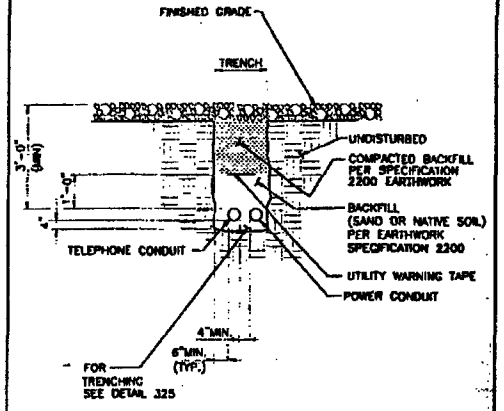
TRITEL COMMUNICATIONS
2868 DAUPHIN STREET, SUITE W
MOBILE, AL 36606

NO.	DATE	REVISIONS	BY	CHK	APP'D
1	5/05/2000	ISSUED FOR CONSTRUCTION	AGB	JT	JT
0	04/27/2000	ISSUED FOR REVIEW & COMMENT	AGB	JT	JT

SCALE: NONE | DESIGNED: AGB | DRAWN: AGB

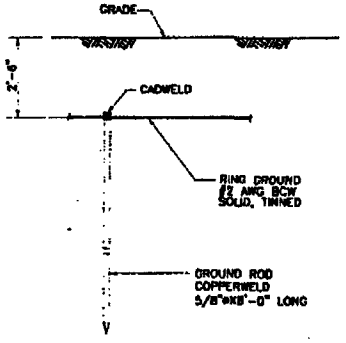
ANTENNA SCHEMATIC AND DETAILS

JOB NO. 10450 | DRAWING NUMBER E2



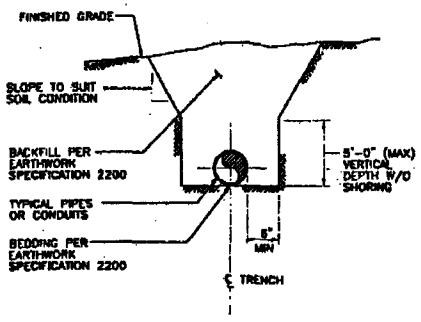
JOINT SERVICE TRENCH BURIED CONDUIT
ELECT/ TELEPHONE

DETAIL 326 E1 (NTS)



GROUNDING – STANDARD DETAIL
GROUND ROD

DETAIL 503 E1, E6 & E7 (NTS)

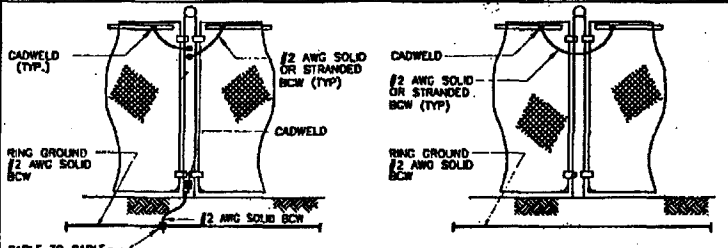


TYPICAL TRENCH

DETAIL 325 – (NTS)

1. THE CONTRACTOR SHALL CONTACT UTILITY LOCATING SERVICES PRIOR TO T START OF CONSTRUCTION.
2. ALL EXISTING ACTIVE SEWER, WATER, GAS, ELECTRIC, AND OTHER UTILITIES WHERE ENCOUNTERED IN THE WORK, SHALL BE PROTECTED AT ALL TIMES, AND WHERE REQUIRED FOR THE PROPER EXECUTION OF THE WORK, SHALL BE RELOCATED AS DIRECTED BY ENGINEERS. EXTREME CAUTION SHOULD BE USED BY THE CONTRACTOR WHEN EXCAVATING OR PIER DRILLING AROUND NEAR UTILITIES. CONTRACTOR SHALL PROVIDE SAFETY TRAINING FOR THE WORKING CREW. THIS WILL INCLUDE BUT NOT BE LIMITED TO A) FALL PROTECTION B) CONFINED SPACE C) ELECTRICAL SAFETY D) TRENCHING & EXCAVATION.
3. ALL SITE WORK SHALL BE AS INDICATED ON THE DRAWINGS AND STIPULATI IN THE SPECIFICATIONS 1000, 2100 AND 2200.
4. IF NECESSARY, RUBBISH, STUMPS, DEBRIS, STICKS, STONES AND OTHER REFUSE SHALL BE REMOVED FROM THE SITE AND DISPOSED OF LEGALLY.
5. THE SITE SHALL BE GRADED TO CAUSE SURFACE WATER TO FLOW AWAY FROM THE SHELTER PCS EQUIPMENT AND TOWER AREAS.
6. NO FILL OR EMBANKMENT MATERIAL SHALL BE PLACED ON FROZEN GROUN FROZEN MATERIALS, SNOW OR ICE SHALL NOT BE PLACED IN ANY FILL OR EMBANKMENT.
7. THE SUB GRADE SHALL BE COMPACTED AND BROUGHT TO A SMOOTH UNIFORM GRADE PRIOR TO FINISHED SURFACE APPLICATION.
8. ALL EXISTING INACTIVE SEWER, WATER, GAS, ELECTRIC AND OTHER UTILITIES WHICH INTERFERE WITH THE EXECUTION OF THE WORK, SHALL BE REMOVED AND/OR CAPPED, PLUGGED OR OTHERWISE DISCONTINUED AT POINTS WHIC WILL NOT INTERFERE WITH THE EXECUTION OF THE WORK, SUBJECT TO TH APPROVAL OF ENGINEERING, OWNER AND/OR LOCAL UTILITIES.
9. THE AREAS OF THE OWNERS PROPERTY DISTURBED BY THE WORK AND NO COVERED BY THE BUILDING OR DRIVEWAY, SHALL BE GRADED TO A UNIFO SLOPE, FERTILIZED, SEEDED, AND COVERED WITH MULCH AS SPECIFIED IN THE SPECIFICATION LANDSCAPE WORK.
10. CONTRACTOR SHALL MINIMIZE DISTURBANCE TO EXISTING SITE DURING CONSTRUCTION. EROSION CONTROL MEASURES, IF REQUIRED DURING CONSTRUCTION, SHALL BE IN CONFORMANCE WITH THE LOCAL GUIDELINES FOR EROSION AND SEDIMENT CONTROL.

SITE WORK GENERAL NOTES 300 –

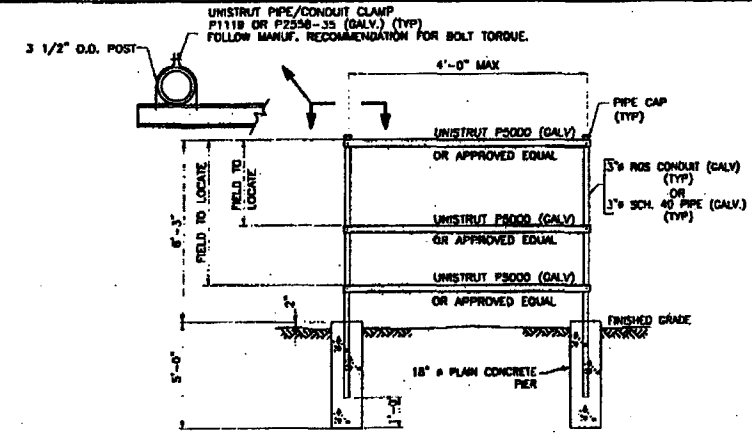


NOTE:

1. VERTICAL POSTS SHALL BE BONDED TO THE RING AT EACH CORNER AND AT EACH GATE POST. AS A MINIMUM ONE VERTICAL POST SHALL BE BONDED TO THE GROUND RING IN EVERY 100 FOOT STRAIGHT RUN OF FENCE.
2. HORIZONTAL POLES SHALL BE BONDED TO EACH OTHER.
3. BOND EACH HORIZONTAL POLE / BRACE TO EACH OTHER AND TO EACH VERTICAL POST THAT IS BONDED TO THE EXTERIOR GROUND RING

GROUNDING – STANDARD DETAIL
FENCE GROUNDING

DETAIL 502 E1 (NTS)



TELCO JUNCTION BOX RACK

DETAIL 416B E1 (NTS)

1. ALL CONCRETE WORK SHALL BE IN ACCORDANCE WITH THE ACI 301, ACI 318 AND THE SPECIFICATION CAST-IN-PLACE CONCRETE, SPEC 3300.
2. ALL CONCRETE SHALL HAVE A MINIMUM COMPRESSIVE STRENGTH OF 3000 PSI AT 28 DAYS, UNLESS NOTED OTHERWISE.
3. REINFORCING STEEL SHALL CONFORM TO ASTM A 615, GRADE 60, DEFORMED UNLESS NOTED OTHERWISE. WELDED WIRE FABRIC SHALL CONFORM TO ASTM A 185 WELDED STEEL WIRE FABRIC UNLESS NOTED OTHERWISE. SPLICES SHALL BE CLASS "B" AND ALL HOOKS SHALL BE STANDARD, UNO.
4. THE FOLLOWING MINIMUM CONCRETE COVER SHALL BE PROVIDED FOR REINFORCING STEEL UNLESS SHOWN OTHERWISE ON DRAWINGS:
   CONCRETE CAST AGAINST EARTH.....3 IN.
   CONCRETE EXPOSED TO EARTH OR WEATHER:
   #6 AND LARGER .....2 IN.
   #5 AND SMALLER & WWF.....1 1/2 IN.
   CONCRETE NOT EXPOSED TO EARTH OR WEATHER OR NOT CAST AGAINST THE GROUND:
   SLAB AND WALL .....3/4 IN.
   BEAMS AND COLUMNS.....1 1/2 IN.
5. A CHAMFER 3/4" SHALL BE PROVIDED AT ALL EXPOSED EDGES OF CONCRETE, UNO, IN ACCORDANCE WITH ACI 301 SECTION 4.2.4.
6. INSTALLATION OF CONCRETE EXPANSION/WEDGE ANCHOR, SHALL BE PER MANUFACTURER'S WRITTEN RECOMMENDED PROCEDURE. THE ANCHOR BOLT, DOWEL OR ROD SHALL CONFORM TO MANUFACTURER'S RECOMMENDATION FOR EMBEDMENT DEPTH OR AS SHOWN ON THE DRAWINGS. NO REBAR SHALL BE CUT WITHOUT PRIOR ENGINEERING APPROVAL WHEN DRILLING HOLES IN CONCRETE. EXPANSION BOLTS SHALL BE PROVIDED BY RAWLSET/REDHEAD OR APPROVED EQUAL.

CONCRETE AND REINFORCING STEEL NOTES 302 –

RECORD DOCUMENT

SJB GROUP INCORPORATED

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

TRITEL COMMUNICATIONS
2866 DAUPHIN STREET, SUITE W
MOBILE, AL 36606

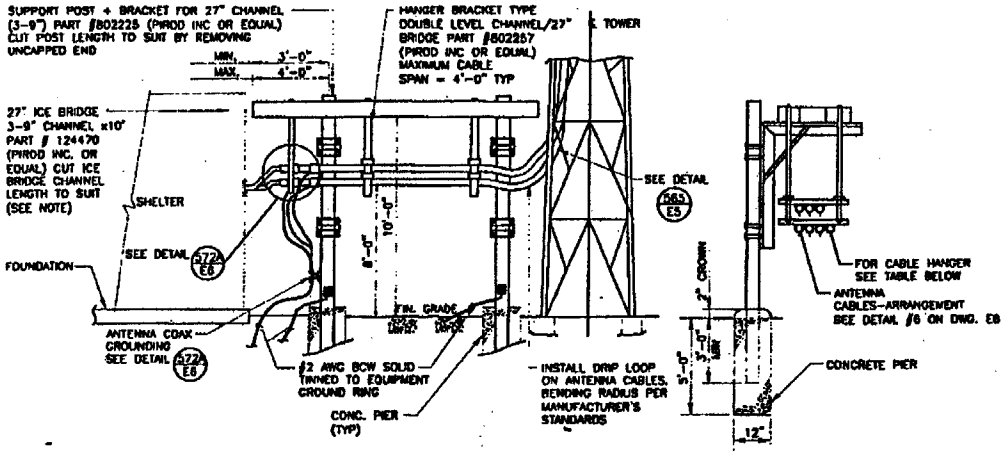
NO.	DATE	REVISIONS	BY	CHK	APP'D
1	5/05/2000	ISSUED FOR CONSTRUCTION	AGB	JT	JT
0	04/27/2000	ISSUED FOR REVIEW & COMMENT	AGB	JT	JT

SCALE: NOTED | DESIGNED: AGB | DRAWN: AGB | CHECKED: JT

ALABAMA REGISTERED No. 12460 PROFESSIONAL ENGINEER DAVID ASSAF, II

DETAILS

JOB NO. 10450 | DRAWING NUMBER E3



ELEVATION

SECTION

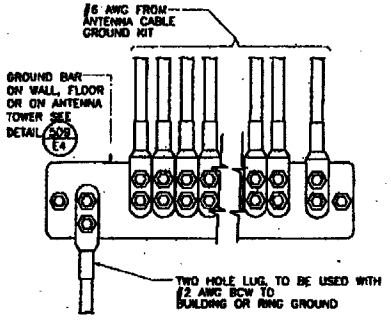
NOMINAL CABLE SIZE	CABLE TYPE NUMBER	CABLE HANGER TYPE NUMBER	MANUF. MIN. BEND RADIUS
1/2"	CR 50 540 PE	540 BCH OR EZC	4"
7/8"	CR 50 1070 PE	1070 BCH OR EZC	8"
1 5/8"	CR 50 1873 PE	1873 BCH OR EZC	20"

NOTES :

1. WHEN USING PIROD COMPONENTS AS SHOWN IN STANDARD DETAILS, MAXIMUM ALLOWABLE SPAN BETWEEN SUPPORTS ON A CONTINUOUS SINGLE SECTION OF BRIDGE CHANNEL SHALL BE 19 FEET FOR 20 FEET BRIDGE CHANNEL OR 9 FEET FOR 10 FEET BRIDGE CHANNEL.
2. WHEN USING PIROD COMPONENTS FOR SPLICING BRIDGE CHANNEL SECTIONS, THE SPLICE SHOULD BE PROVIDED AT THE SUPPORT, IF POSSIBLE, OR AT A MAXIMUM OF 2 FEET FROM THE SUPPORT.
3. WHEN USING PIROD 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 EQUIVALENT, FINISH.
5. ICE BRIDGES MAY BE CONSTRUCTED WITH COMPONENTS FROM MANUFACTURERS OTHER THAN PIROD, PROVIDED THE MANUFACTURER'S INSTALLATION GUIDELINES ARE FOLLOWED.
6. DEVIATIONS FROM STANDARDS 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.

ICE BRIDGE AT SELF SUPPORTING TOWER W/SHELTER

DETAIL 576D E1 NTS

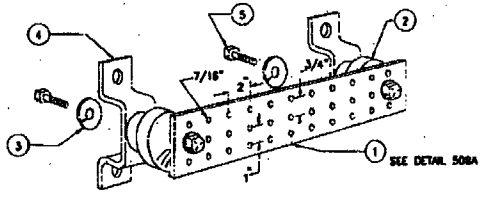


INSTALLATION OF GROUND WIRE TO GROUND BAR

DETAIL 508A NTS

1. ALL STEEL WORK SHALL BE PAINTED IN ACCORDANCE WITH SPEC 9800 AND IN ACCORDANCE WITH ASTM A36 UNLESS OTHERWISE NOTED.
2. ALL WELDING SHALL BE PERFORMED USING E70XX ELECTRODES AND WELDING SHALL CONFORM TO AISC AND AWS D1.1. WHERE FILLET WELD SIZES ARE NOT SHOWN, PROVIDE THE MINIMUM SIZE PER TABLE J2.4 IN THE AISC "MANUAL OF STEEL CONSTRUCTION", 9TH EDITION. PAINTED SURFACES SHALL BE TOUCHED UP.
3. BOLTED CONNECTIONS SHALL USE BEARING TYPE ASTM A325 BOLTS (3/4" DIA) AND SHALL HAVE MINIMUM OF TWO BOLTS UNLESS NOTED OTHERWISE.
4. NON-STRUCTURAL CONNECTIONS FOR STEEL GRATING MAY USE 5/8" DIA. ASTM A 307 BOLTS UNLESS NOTED OTHERWISE.
5. CONCRETE EXPANSION ANCHORS AND EPOXY ANCHORS SHALL BE INSTALLED IN ACCORDANCE WITH MANUFACTURER'S REQUIREMENTS. SPECIAL INSPECTIONS, REQUIRED BY GOVERNING CODES, SHALL BE PERFORMED IN ORDER TO MAINTAIN MANUFACTURER'S MAXIMUM ALLOWABLE LOADS. MANUFACTURER'S MINIMUM CONCRETE EDGE DISTANCE SHALL BE MAINTAINED DURING INSTALLATION.
6. ALL WORK SHALL BE PERFORMED IN ACCORDANCE WITH SPECIFICATIONS 5120 AND 5500.

STRUCTURAL STEEL NOTES 301 —



LEGEND

1- COPPER GROUND BAR, 1/4" X 4" X 20", NEWTON INSTRUMENT CO. CAT. NO. B-6142 OR EQUAL. HOLE CENTERS TO MATCH NEMA DOUBLE LUG CONFIGURATION
2- INSULATORS, NEWTON INSTRUMENT CAT. NO. 3081-4
3- 5/8" LOCKWASHERS, NEWTON INSTRUMENT CO. CAT. NO. 3015-8
4- WALL MOUNTING BRACKET, NEWTON INSTRUMENT CO. CAT NO. A-5056
5- 5/8-11 X 1" HHCS BOLTS, NEWTON INSTRUMENT CO. CAT NO. 3012-1

GROUNDING - STANDARD DETAIL GROUND BAR DETAIL

DETAIL 509 E4 & E6 NTS

RECORD DOCUMENT

SJB GROUP INCORPORATED

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

TRITEL COMMUNICATIONS
2686 DAUPHIN STREET, SUITE W
MOBILE, AL 36606

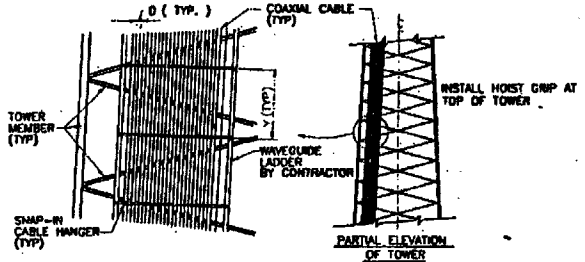
NO.	DATE	REVISIONS	BY	CHK	APPD
1	5/05/2000	ISSUED FOR CONSTRUCTION	AGB	JT	JT
0	04/27/2000	ISSUED FOR REVIEW & COMMENT	AGB	JT	JT

SCALE: NOTED | DESIGNED: AGB | DRAWN: AGB

ALABAMA REGISTERED No. 12469 PROFESSIONAL ENGINEER DAVID ASRAF, III

DETAILS

JOB NO. 10450 | DRAWING NUMBER E4



CABLE MOUNTING DETAIL

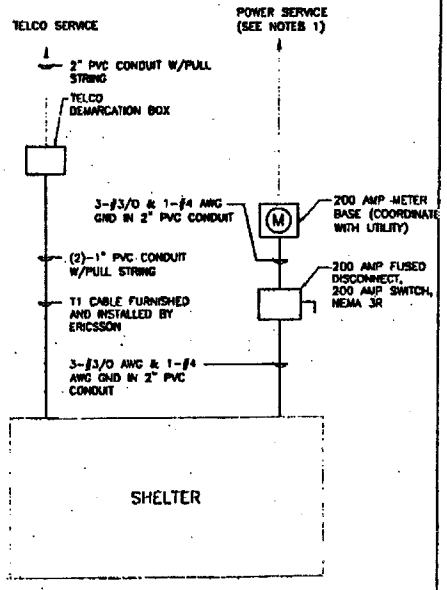
COAXIAL CABLE COMMSCOPE CAT. No.	HOIST GRIP	NOMINAL CABLE SIZE	HANGER COMMSCOPE CAT. No.	CABLE TO CABLE CLEARANCE (D)	MAXIMUM HANGER SPACING (Y)
CR 50 540 PE	540HG	1/2"	540 EZC	1/2"	4'-0"
CR 50 1070 PE	1070HG	7/8"	1070 EZC	1/2"	4'-0"
CR 50 1873 PE	1873HG	1 5/8"	1873 EZC	1/2"	4'-0"

CABLE SUPPORT ON ANTENNA TOWER

DETAIL 565 E1 & E4
NTS

NOTES:

1. SERVICE POWER TO SHELTER SHALL BE 120/240VAC, 60HZ, 200A SINGLE PHASE.
2. ALL SERVICE EQUIPMENT AND INSTALLATIONS SHALL COMPLY WITH THE N.E.C. AND UTILITY COMPANY AND LOCAL CODE REQUIREMENTS.



RECORD DOCUMENT

POWER & TELEPHONE SINGLE LINE DIAGRAM

SJB GROUP INCORPORATED

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

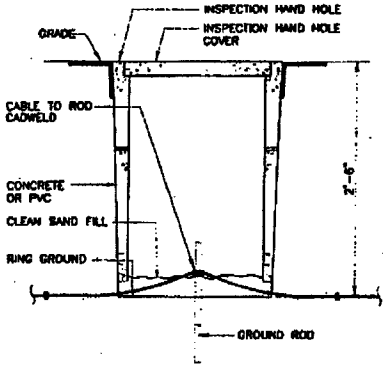
TRITEL COMMUNICATIONS
2886 DAUPHIN STREET, SUITE W
MOBILE, AL 36606

5/05/2000	ISSUED FOR CONSTRUCTION	AGB	JT	JT
04/27/2000	ISSUED FOR REVIEW & COMMENT	AGB	JT	JT

ALABAMA REGISTERED No. 12488 PROFESSIONAL ENGINEER DAVID ABBAS, II

DETAILS

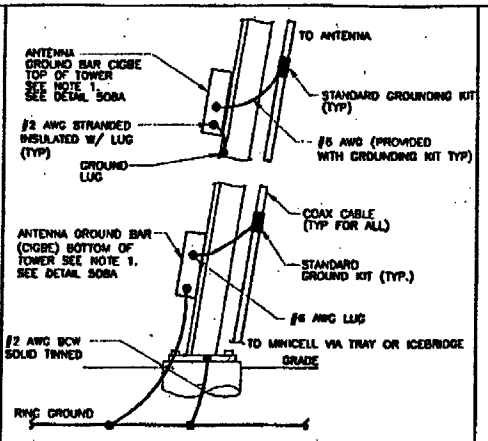
JOB NO. 10450
DRAWING NUMBER E5



NOTE: INSPECTION HAND HOLE MAY BE CONCRETE OR PVC AND SHALL BE A MINIMUM OF 8" IN WIDTH/DIAMETER

GROUNDING – STANDARD DETAIL
GROUND ROD WITH ACCESS

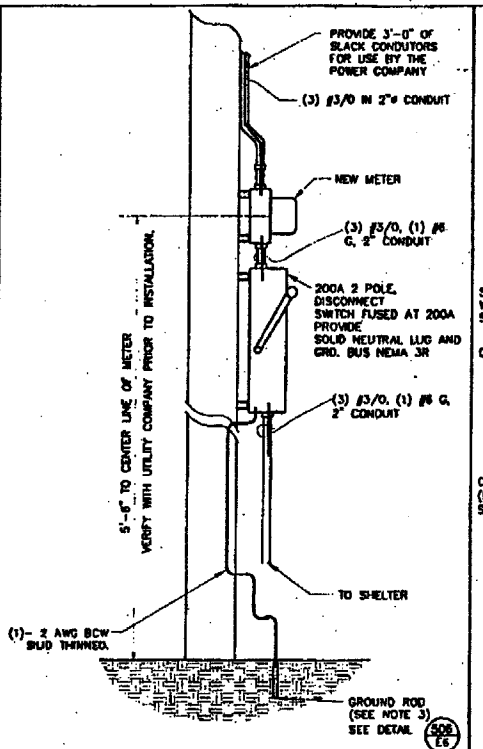
DETAIL 506 E1



NOTE:
1. NUMBER OF GROUNDING BARS MAY VARY DEPENDS ON THE TYPE OF TOWER, ANTENNA LOCATIONS AND CONNECTION ORIENTATION. PROVIDE AS REQUIRED.

ANTENNA CABLE GROUNDING FOR TOWER

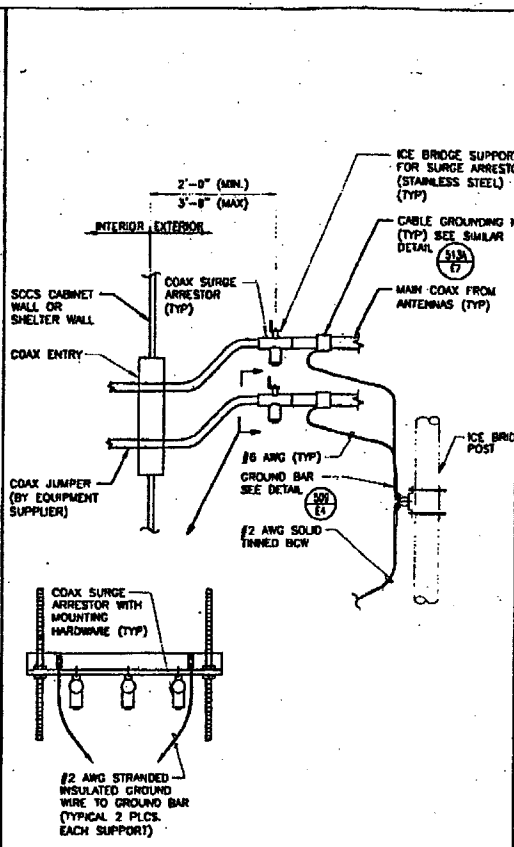
DETAIL 575 E1 & E2



NOTES:
1. METER BASE AND DISCONNECT SWITCH ACCEPTABILITY SHALL BE COORDINATED WITH LOCAL UTILITY PRIOR TO ORDERING. METER BASE SHALL BE CUTLER HAMMER URS101BCH OR APPROVED EQUAL, AND SHALL INCLUDE ACCESSORIES AND MOUNTING BRACKETS SUITABLE FOR OUTDOOR INSTALLATION.
2. 200A FUSED DISCONNECT SWITCHES SHALL BE CUTLER HAMMER DH224NRK OR APPROVED EQUAL, IN A NEMA 3R ENCLOSURE. SWITCH MAY BE REPLACED BY CIRCUIT BREAKER SUITABLE FOR OUTDOOR INSTALLATION, BY CUTLER HAMMER OR APPROVED EQUAL.
3. CONNECT NEUTRAL TERMINAL IN DISCONNECTING DEVICE TO GROUND ROD.
4. ALL WORK SHALL BE PERFORMED PER REQUIREMENTS OF UTILITY AND SITE OWNER.
5. A SITE WITH FUTURE SCCS INSTALLATION OR A SITE WHICH REQUIRES ADDITIONAL BRANCH CIRCUITS LOCATED AT THE METER RACK, MAY USE A COMBINATION METER BREAKER PANEL IN LIEU OF SEPARATE METER AND DISCONNECT. METER BREAKER PANEL SHALL BE 200A, 120/240V, SINGLE PHASE, NEMA 3R, WITH MINIMUM OF TWO 100A 2P BREAKERS.

DISCONNECT AND METER PANEL AT POLE

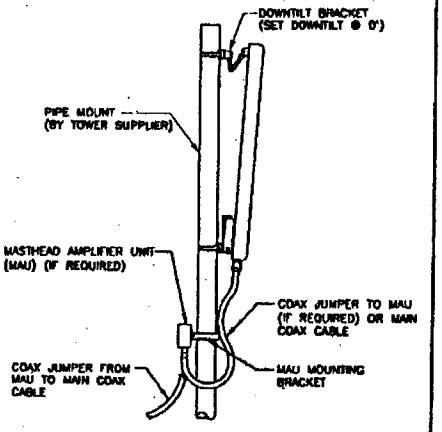
DETAIL 562F C1/C2/E1



RECORD DOCUMENT

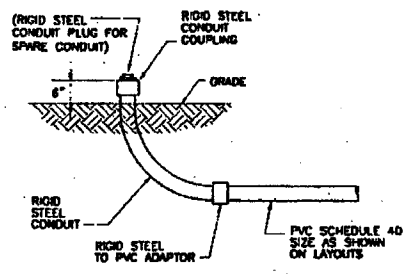
ANTENNA CABLE GROUNDING AT SCCS OR SHELTER COAX ENTRY

DETAIL 572A E1, E2, E3 & E4



ANTENNA ASSEMBLY

DETAIL 802 C2



UNDERGROUND CONDUIT STUB-UP @ GRADE

DETAIL 566A –

SJB GROUP INCORPORATED

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

TRITEL COMMUNICATIONS
2868 DAUPHIN STREET, SUITE W
MOBILE, AL 36606

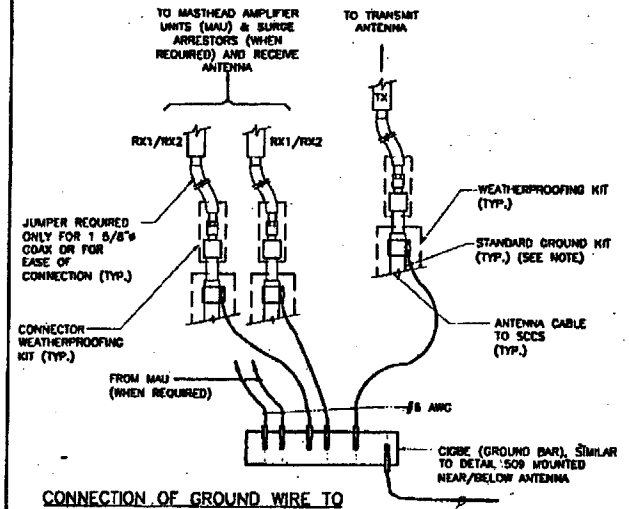
NO.	DATE	REVISIONS	BY	CHK	APP'D
2	8/05/2000	ISSUED FOR CONSTRUCTION	ACB	JT	JT
1	04/27/2000	ISSUED FOR REVIEW & COMMENT	ACB	JT	JT

SCALE: NOTED | DESIGNED: ACB | DRAWN: ACB | CHECKED: JT

DAVID ASHLEY PHILLIPS No.12468 REGISTERED PROFESSIONAL ENGINEER

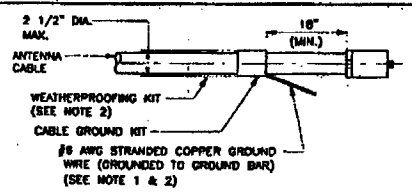
DETAILS

JOB NO. 10450 | DRAWING NUMBER E6



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

DETAIL NTS 522A E2

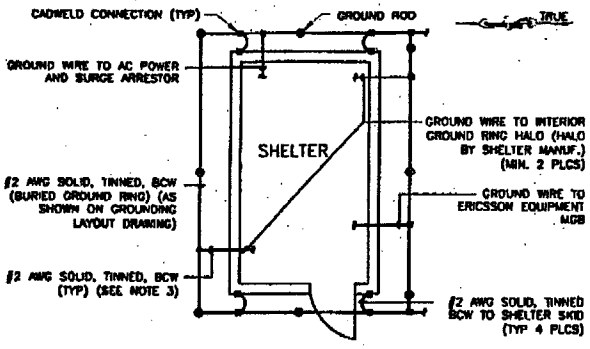


CONNECTION OF CABLE GROUND KIT TO ANTENNA CABLE

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 NTS 513A E6

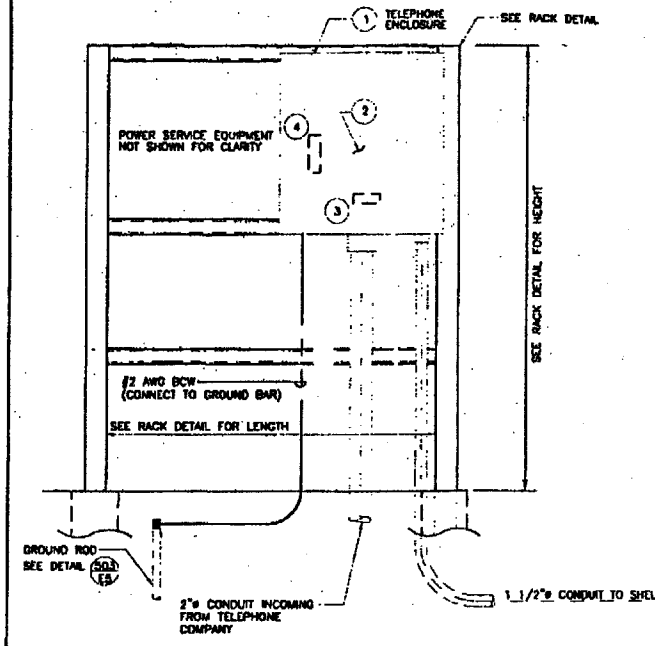


NOTES:

1. FOR NUMBER OF GROUNDING RODS REQUIRED, REFER TO THE PROJECT GROUNDING AND LIGHTNING PROTECTION SPECIFICATION.
2. GROUND WIRES SHALL BE ROUTED INTO THE SHELTER FOR CONNECTION TO THE FOLLOWING:
   - BOND 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.
3. #2 AWG STRANDED, INSULATED COPPER WIRE MAY BE USED IN LIEU OF SOLID BCW FOR BONDING DEVICES FROM INSIDE SHELTER TO THE EXTERIOR GROUND RING.
4. BOND EACH CORNER OF SHELTER SKID TO GROUND RING (APPLICABLE ONLY ON SHELTERS WITH METAL SKIDS).

SHELTER GROUNDING
(FOR ORIENTATION SEE PLAN)

DETAIL NTS 568 E1



NOTES:

1. COORDINATE WITH LOCAL TELCO UTILITY PRIOR TO PROCURING AND INSTALLATION OF BOX AND COMPONENTS.
2. ALL MATERIAL SHALL MEET REQUIREMENTS OF LOCAL TELCO UTILITY.
3. ALL ITEMS ON MATERIAL LIST SHALL BE FURNISHED AND INSTALLED BY CONTRACTOR.
4. BOND SURGE PROTECTION UNIT TO GROUND BAR WITH #16 AWG INSULATED WIRE.

MATERIAL LIST:

① 30" X 30" X 12" NEMA 3R ENCLOSURE (HOFFMAN A-30R3012HCR OR SIMILAR)
② PLYWOOD BACKBOARD 30" X 29" X 3/8" THICK
③ GROUNDING BAR
④ SURGE PROTECTION UNIT (QUALITY POWER SYSTEMS MODEL #T1-1-RJ45-LV)

TELEPHONE DEMARCATION ENCLOSURE

DETAIL NTS 563 E1

RECORD DOCUMENT

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 36606

NO.	DATE	REVISIONS	BY	CHK	APP'D
1	5/05/2000	ISSUED FOR CONSTRUCTION	AGB	JT	JT
0	04/27/2000	ISSUED FOR REVIEW & COMMENT	AGB	JT	JT

ALABAMA REGISTERED No. 12469 PROFESSIONAL ENGINEER DAVID ASSARI III

DETAILS

JOB NO. 10450
DRAWING NUMBER E7

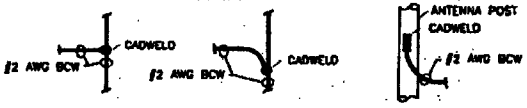
CELL SITE INSTALLATION NOTES:

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.

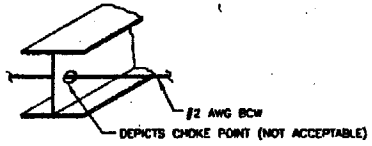
A. GROUNDING:

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 BURNDY TYPE GAR-TC CLAMP.
3. KOPR-SHIELD ANTI-OXIDATION COMPOUND SHALL BE USED ON ALL GROUNDING CONNECTIONS.
4. ALL UNDERGROUND GROUNDING CONNECTIONS SHALL BE MADE BY THE CADWELD PROCESS.
5. ALL CADWELDS SHALL BE INSTALLED USING THE PROPER CONNECTION/MOLD AND MATERIALS FOR THE PARTICULAR CONNECTION AND/OR APPLICATION.

TEE CONNECTION SWEEP CONNECTION POST CONNECTION



6. ALL BOLTED GROUNDING CONNECTIONS SHALL BE INSTALLED WITH A LOCK WASHER UNDER THE NUT. HARDWARE FOR BOLTED CONNECTIONS SHALL BE MINIMUM OF 3/8" DIAMETER AND SHALL BE STAINLESS STEEL.
7. GROUNDING WIRE SHALL NOT BE INSTALLED OR ROUTED THROUGH HOLES IN ANY METAL OBJECTS OR SUPPORTS TO PRECLUDE ESTABLISHING A "CHOKE" POINT.



8. 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

9. STANDARD BUSS BARS (CIGBE AND MGB) SHALL BE FURNISHED AND INSTALLED. THEY SHALL NOT BE FABRICATED OR MODIFIED IN THE FIELD.
10. ALL GROUND WIRES SHALL BE INSTALLED WITHOUT LOOPS (PIGTAILS) AND SHARP BEND RADIUS.

B. ANTENNA COAXIAL CABLES (WAVEGUIDE)

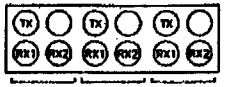
NOTE: THE RF TRANSMISSION LINE INSTALLED BETWEEN THE RADIO CABINET, FURNISHED BY RBS EQUIPMENT SUPPLIER, AND THE ANTENNA CONSISTS OF A COAXIAL CABLE, SOMETIMES REFERRED TO AS A WAVEGUIDE.

1. ALL ANTENNA COAXIAL CABLES AND JUMPERS SHALL BE INSTALLED WITHOUT LOOPS AND/OR PIGTAILS (UNO).
2. ANTENNA COAXIAL CABLE GROUND KITS SHALL NOT BE INSTALLED ON THE JUMPER BETWEEN THE ANTENNA AND MAIN LINE CABLE.
3. ANTENNA COAXIAL CABLE GROUND KITS SHALL BE INSTALLED AS CLOSE TO THE CONNECTOR 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 MINIMUM BEND RADIUS SPECIFIED IN THE FOLLOWING TABLE. THE CONTRACTOR SHALL INSTALL RACEWAY FOR COAXIAL CABLE USING THE PROPER FITTINGS NECESSARY TO ENSURE THAT THE MINIMUM BEND RADIUS REQUIREMENTS ARE MET.

COAXIAL CABLE MINIMUM BEND RADIUS

MANUFACTURER	CABLE TYPE	CABLE SIZE (DIAMETER)	MINIMUM BEND RADIUS IN TRAY	MINIMUM BEND RADIUS IN 4" OR 8" CONDUIT
COMMSCOPE	CR 50 540 PE	1/2"	4"	CONTACT COAX MANUF.
COMMSCOPE	CR 50 1070 PE	7/8"	8"	CONTACT COAX MANUF.
COMMSCOPE	CR 50 1873 PE	1 5/8"	20"	CONTACT COAX MANUF.

5. ALL ANTENNA COAXIAL CABLES SHALL BE MARKED AND TAGGED IN ACCORDANCE WITH THE REQUIREMENTS IN PROJECT SPECIFIED 24085-000-3PS-A00Z-G000 (SECTION 16000).
6. THE CONTRACTOR SHALL ORIENT THE COAXIAL CABLES ON THE ICE BRIDGE TO MATCH WITH THE ORIENTATION OF THE COAX ENTRY HATCH PLATE ON THE SHELTER. SEE THE FOLLOWING SKETCH FOR ORIENTATION.



COAX VIEW LOOKING TOWARD SHELTER

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

NOMINAL CABLE SIZE (DIAMETER)	COMMSCOPE CABLE TYPE	COMMSCOPE STANDARD GROUND KIT
1/2"	CR 50 540 PE	540 SGK
7/8"	CR 50 1070 PE	1070 SGK
1 5/8"	CR 50 1873 PE	1873 SGK

8. SNAP-IN HANGERS USED FOR 7/8" COMMSCOPE COAXIAL CABLE SHALL BE COMMSCOPE EZ-CLIP™ HANGERS. SNAP-IN HANGERS USED FOR 1/2" AND 1 5/8" COMMSCOPE COAXIAL CABLE MAY BE COMMSCOPE SNAP-IN HANGERS OR EQUIVALENT HANGERS FROM ANOTHER VENDOR.
9. HOISTING GRIPS USED FOR 1/2", 7/8" AND 1 5/8" COMMSCOPE COAXIAL CABLE MAY BE COMMSCOPE OR EQUIVALENT HOISTING GRIPS FROM ANOTHER VENDOR. FOR 1 5/8" COAXIAL CABLE, A STAINLESS STEEL HOSE CLAMP MUST BE INSTALLED WITH THE HOISTING 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

SJB GROUP INCORPORATED

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

TRITEL COMMUNICATIONS
2868 DAUPHIN STREET, SUITE W
MOBILE, AL 36606

NO.	DATE	REVISIONS	BY	CHK	APP'D
6	5/05/2000	ISSUED FOR CONSTRUCTION	AGB	JT	JT
5	04/27/2000	ISSUED FOR REVIEW & COMMENT	AGB	JT	JT

SCALE: AS NOTED DESIGNED: AGB DRAWN: AGB

ALABAMA REGISTERED No. 12469 PROFESSIONAL ENGINEER DAVID ASSAF

CELL SITE INSTALLATION NOTES

JOB NO. 10450 DRAWING NUMBER E8

Exhibit C

This instrument prepared by and to be returned to:
Tritel Communications, Inc.
111 East Capitol St., Suite 500
Jackson, MS 39201
Attention: Jackie Warren

Site Name: Foley

Site ID: 302-047-00A

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.

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

LESSOR: The City of Foley, Alabama

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

Personally appeared before me, the undersigned authority in and for the said county and state, on this 5th 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.

Barbara Brown Lee
Notary Public

My Commission Expires:
2/18/04

STATE OF MISSISSIPPI
COUNTY OF HINDS

Personally appeared before me, the undersigned authority in and for the said county and state, on this 5th 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 voluntary executed the above and foregoing instrument, after first having been duly authorized by said corporation so to do.

Notary Public

GORDY L. LARRAB NOTARY PUBLIC HINDS COUNTY, MS
My Commission Expires: 2-2-2004

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.

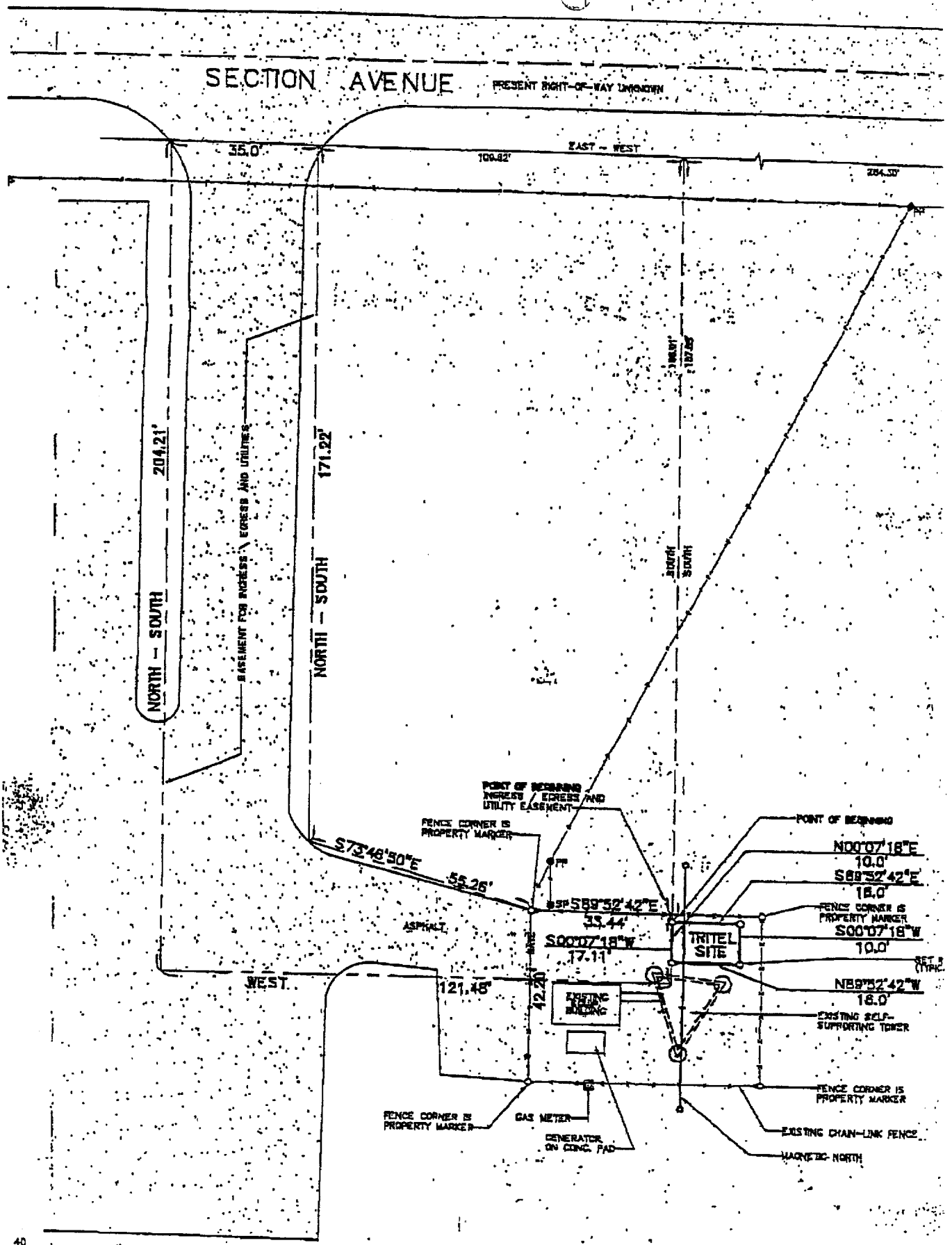
ADOPTED AND APPROVED THIS THE 5th DAY OF June, 2000.

Presiding Officer

ATTEST:

City Clerk

Exhibit "A"
Survey of the [illegible]e showing location of Tritel.
Page 2 of 2



STATE OF ALABAMA
COUNTY OF BALDWIN

QUITCLAIM DEED

KNOW ALL MEN BY THESE PRESENTS that J. DON FOSTER, as Trustee of the Magnolia-Foley Trust of 1980, 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) REMISE, RELEASE, 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 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.

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 McNeil 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 9 AM
and that the tax was collected. Received in RP
Book 22
Page 227-28
Judge of Probate
By DS

BOOK 22 PAGE 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 287.81 feet; run thence North 68 degrees 18' 03" West for 427.04 feet; run thence North 32 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 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 thereunto 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 hereunto 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. Don Hewitt, 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. Don Hewitt

NOTARY PUBLIC
My commission expires: 5-18-82

This Instrument Prepared By:
J. DON FOSTER, Esquire
FOSTER, BENCKEN & BOLTON, P.A.
P.O. Box 240
Foley, AL 36535

RECORDED IN RECORD BOOK

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.

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: _____.

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
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 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.

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): [x] Yes [ ] No

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

Is a copy of the Resolution/Ordinance attached? [ ] Yes [ ] No [x] 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: VS 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

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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

J112011042902225

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

Delivery Address Bar Code

Ref # ATT 56713 CR

RMA #: ATT 56713 CR
Return Reason:

SHIP TO: (949) 502-3800 BILL SENDER

Processing Department
Black Dot Wireless
27271 LAS RAMBLAS STE 200

MISSION VIEJO, CA 92691

RETURNS MON-FRI
PRIORITY OVERNIGHT

TRK# 0221 **7951 7841 1464**

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 valueof 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 ServiceGuide. Written claims must be filed within strict time limits, see current FedEx Service Guide.