

STATE OF GEORGIA  
COUNTY FULTON

**A RESOLUTION TO ACCEPT THE AMENDMENT TO LEASE OF RAW LAND AND EASEMENT AT 182 HILDERBRAND DRIVE.**

WHEREAS, the City owns real property located at 182 Hilderbrand Drive (hereafter, the “Property”); and

WHEREAS, Verizon Wireless (VAW) LLC (hereafter, “Verizon”) has a lease with the City for the erection, operation, and maintenance of a cell tower and related improvements on the Property (hereafter, the “Lease”); and

WHEREAS, the City and Verizon wish to amend the terms of the Lease to allow for the extension of the Lease through December 31, 2016, and assign responsibility to Verizon for the removal of all improvements upon termination of the Lease (hereafter, the “Amendment”)(attached hereto and incorporated herein by reference).

**NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SANDY SPRINGS, GEORGIA:**

The Mayor and City Council authorize the City Manager to accept the Amendment to the Lease of Raw Land and Easement at 182 Hammond Drive, as more particularly described herein. The City Manager is hereby authorized to execute any documents in the furtherance of this Resolution, subject to approval by Legal and Finance.

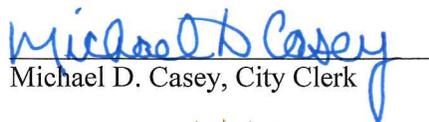
RESOLVED this the 21<sup>st</sup> day of June, 2016.

Approved:



Russell K. Paul, Mayor

Attest:



Michael D. Casey, City Clerk

(Seal)



## AMENDMENT TO LEASE OF RAW LAND WITH EASEMENT

THIS AMENDMENT TO LEASE OF RAW LAND WITH EASEMENT (this "Amendment") is made and entered into as of the \_\_\_\_ day of \_\_\_\_\_, 20\_\_ (the "Effective Date") by and between **CITY OF SANDY SPRINGS**, a body politic and corporate ("Lessor"), and **VERIZON WIRELESS (VAW) LLC**, a Delaware limited liability company, d/b/a Verizon Wireless ("Lessee"),

### WITNESSETH:

WHEREAS, Gary W. Eplan, predecessor in interest to Lessor, and Gencom Incorporated, predecessor in interest to Lessee, entered into a Lease of Raw Land with Easement dated August 7, 1986, as amended by First Amendment to Lease of Raw Land with Easement Agreement and Short Form of Lease Agreement dated July 1, 1997 (the "Agreement"), whereby Lessor leased certain Premises, as more particularly described in the Agreement, which Premises are a portion of the property located at Hilderbrand Drive NE, Sandy Springs, Georgia 30328 (the "Property"); and

WHEREAS, the Agreement is set to expire on August 14, 2016 (the "Expiration Date"); and

WHEREAS, the parties warrant that they have full authority to enter into this Amendment; and

WHEREAS, Lessor and Lessee desire to amend the Agreement as set forth below.

NOW THEREFORE, for and in consideration of the mutual covenants contained herein, Ten Dollars (\$10.00) in hand paid and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged by Lessor and Lessee, Lessor and Lessee hereby covenant and agree as follows:

1. The term of the Agreement is extended and will terminate on December 31, 2016.
2. In exchange for the December 31, 2016 termination date, Lessee agrees to remove its improvements currently located on the Premises by February 28, 2017 at no cost to the City. Specifically, Lessee agrees to remove its buildings and cell phone tower leaving only the foundations thereof and otherwise restore the Premises to its original condition, reasonable wear and tear and casualty damage excepted. Lessee further agrees that it shall comply with all federal, state, and local laws, rules and regulations in removing the building and cell phone tower.
3. Lessor agrees to permit Lessee reasonable access to the Premises to allow Lessor to remove its improvements as agreed herein from December 31, 2016 until February 28, 2017; provided that Lessee shall maintain all insurance requirements as set forth in the Lease through the date of the completion of the work on the site.

4. Lessee shall defend, indemnify, and hold harmless the City, its officers, officials, employees and volunteers from and against any and all claims, suits, actions, or liabilities for injury or death of any person, or for loss or damage to property, which arises out of Lessee's use of Premises, or from the conduct of Lessee's business, or from any activity, work or thing done, permitted, or suffered by Lessee in or about the Premises, except only such injury or damage as shall have been occasioned by the negligence of the City.
5. Lessee further agrees to cease all transmission from its cell phone tower located on the Premises by December 31, 2016.
6. As the Agreement terminates on December 31, 2016, Lessee shall have no obligation to pay rent for the months of January and February 2017.
7. Except as modified by this Amendment, the Agreement shall remain unmodified and in full force and effect and Lessee shall be bound by all of the original terms and conditions of the Agreement.
8. This Amendment shall be construed and interpreted under and pursuant to the laws of the State of Georgia.
9. This Amendment shall be binding upon and inure to the benefit of Lessor, Lessee and their respective legal representatives, transferees, successors and assigns.

[signatures commence on following page]

IN WITNESS WHEREOF, Lessor and Lessee have caused this Amendment to be executed under seal and delivered as of the date first set forth above.

"LESSOR"

**CITY OF SANDY SPRINGS**

By: \_\_\_\_\_ (seal)  
Print Name: John McDonough  
Its: City Manager

"LESSEE"

**VERIZON WIRELESS (VAW) LLC**, a Delaware limited liability company, d/b/a Verizon Wireless

By: \_\_\_\_\_  
Jim Blake  
Director – Field Network Engineering