



Engineering Services Committee Meeting Committee Room- 7/13/2009- 1:00 PM

ENGINEERING SERVICES

1. Approve Co-Location Lease Terminations for Wireless Communications Facilities on Utilities Jake Ellis Road, Kipling Road and Fairington Road Water Storage Tanks. ☐ [Attachments](#)

2. Motion to approve a resolution creating street lighting districts. ☐ [Attachments](#)

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Engineering Services Committee Meeting
7/13/2009 1:00 PM
Lease Terminations for Wireless Communications Facilities

Department: Utilities, Clifford A. Goins, Interim Director

Caption: Approve Co-Location Lease Terminations for Wireless Communications Facilities on Utilities Jake Ellis Road, Kipling Road and Fairington Road Water Storage Tanks.

Background: Under agreements approved by the Commission, Utility Service Communications Company (USCC) provides AUD the service of managing wireless communications facilities on some of its water tanks. This agreement calls for a sharing of new and renegotiated revenues and provides for complete management including marketing, application processing, contract negotiation, contract preparation and liability, and payment collection. USCC keeps 30% of the revenues collected and pays 70% of total revenue to Augusta.

Analysis: AT&T, formerly Cingular, approached AUD to renegotiate its agreements in order to add additional antennas to the tanks noted above. Per our agreement, USCC renegotiated the contracts and will supervise the changes to the tanks. Finalizing these new agreements requires termination of the existing leases. The new leases are agreements between USCC and AT&T.

Financial Impact: The previous leases provided for total annual rent for the next year of \$53,988, with a 1.2% increase thereafter, collected and administered by AUD. The new leases provide for total revenue to AUD over the next twelve months of \$57,960 that will increase at the rate of 3% per year thereafter, and gives complete administrative duties to USCC.

Alternatives: 1) Approve this item and provide for increased revenue and the best management of wireless communications facilities on the water tanks. 2) Do not approve this item. Due to lack of expertise by AUD in this area, this action would leave AUD in a difficult position as we continue our revenue opportunities in the wireless market when current customers want to add equipment.

Recommendation: We recommend the Commission approve the co-location lease terminations for wireless communications facilities on Utilities Jake Ellis Road, Kipling Road and Fairington Road water storage tanks.

Funds are Available in the Following Accounts: None required.

Cover Memo

Item # 1

REVIEWED AND APPROVED BY:

Finance.

Procurement.

Law.

Administrator.

Clerk of Commission

Licensee Site: 026-158 / FA# 0031259
3705 Fairington Road., Hephzibah, GA 30815

LICENSE TERMINATION AGREEMENT

THIS LICENSE TERMINATION AGREEMENT (the "Agreement") is made and entered into as of this 1st day of May, 2009, by and between **Augusta Georgia** hereinafter referred to as "Licensor", and **NEW CINGULAR WIRELESS PCS, LLC**, a Delaware limited liability company, successor by merger to BellSouth Personal Communications, LLC, its affiliates, successors hereinafter referred to as "Licensee".

W I T N E S S E T H:

WHEREAS, Licensee and Licensor, entered into a Co-Location License Agreement dated August 5, 2003 a copy of which is attached hereto as Exhibit "A" (hereinafter referred to as the "License"); and

WHEREAS, Licensee and Licensor have agreed and desire to terminate the License;

NOW, THEREFORE, in consideration of the mutual covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties mutually agree as follows:

-1-

The parties agree that the License shall be and the same is hereby revoked and terminated in its entirety and the licensed term thereby demised is hereby brought to an end effective at the signing of this Agreement.

Licensee Site: 026-158 / FA# 0031259
3705 Fairington Road., Hephzibah, GA 30815

-2-

Licensee agrees that simultaneously with the execution of this Agreement that Licensee shall execute and enter into that certain License Agreement (as Licensee), attached hereto as Exhibit "B", with Utility Service Communications, Co. Inc., (as Licensor), for the same property as described in Exhibit "A" attached hereto.

-3-

Licensor and Licensee hereby releases and discharges each other from any and all claims that each party has or may have against the other arising out of or resulting from the License.

-4-

That the parties hereto represent and warrant that the officers and/or representatives executing this Agreement have the full and complete authority to do so and each party agrees to indemnify the other from and against any liability, loss or damages resulting from the failure of such officers and or representatives having the authority to execute this Agreement.

-5-

We will hold each other mutually harmless for the performance of the contracts and termination of the same.

REMAINDER OF THIS PAGE LEFT BLANK INTENTIONALLY

Licensee Site: 026-158 / FA# 0031259
3705 Fairington Road., Hephzibah, GA 30815

IN WITNESS WHEREOF, Licensors and Licensee have executed this Agreement as
of the day and year first above written.

WITNESSES:

LICENSOR

Augusta Georgia

(witness #1)

By: _____
Print: _____
Its: _____

(witness #2)

STATE OF _____)

COUNTY OF _____)

ACKNOWLEDGEMENT

THE foregoing instrument was acknowledged before me this ____ day of
_____ 2009 by _____.

_____(SEAL)
Notary Public for _____
Commission Expires: _____

Licensee Site: 026-158 / FA# 0031259
3705 Fairington Road., Hephzibah, GA 30815

WITNESSES:

LICENSEE

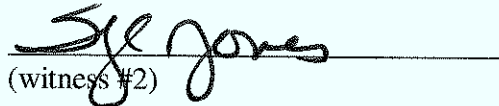
New Cingular Wireless PCS, LLC

By: AT&T Mobility Corporation

Its: Manager


(witness #1)

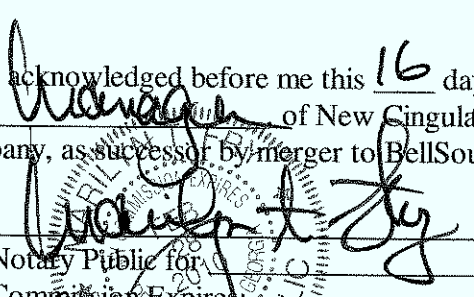
By: 
Print: Scott Davidson
Its: Real Estate Construction Mgr.


(witness #2)

STATE OF GA
COUNTY OF DeKalb

ACKNOWLEDGEMENT

THE foregoing instrument was acknowledged before me this 16 day of June, 2009 by Scott Davidson as Manager of New Cingular Wireless PCS, LLC, a Delaware limited liability company, as successor by merger to BellSouth Personal Communications, LLC.


Notary Public for
Commission Expires

(SEAL)

Licensee Site: 026-158 / FA# 0031259
3705 Fairington Road., Hephzibah, GA 30815

Exhibit A

Attach copy of Co-Location License Agreement to be terminated

Tank Name & No.: Augusta Utilities

Location: 3705 Fairington Drive, Hepzibah, GA 30815

Carrier Name: AOI

Carrier I.D.: 026-158

CO-LOCATION LICENSE AGREEMENT

THIS CO-LOCATION LICENSE AGREEMENT (the "Agreement") is entered into this 5 day of August, 2003 by and between AUGUSTA, GEORGIA (hereinafter referred to as "LICENSOR") and BELL SOUTH PERSONAL COMMUNICATIONS, LLC, a Delaware LLC, dba CINGULAR WIRELESS (hereinafter referred to as "LICENSEE").

WHEREAS, LICENSOR owns a certain parcel of property located at 3705 Fairington Dr., Hepzibah, Georgia, which property is more specifically described in **Exhibit "A"** attached hereto and made a part hereof (the "Premises"), and LICENSOR owns a water tank (hereinafter referred to as the "Tank") erected on the Premises; and

WHEREAS, LICENSEE desires to License certain designated space on the Premises and the Tank (the "Licensed Premises").

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, do hereby agree as follows.

1. LICENSED PREMISES; USE OF LICENSED PREMISES: LICENSOR hereby grants permission to LICENSEE to erect, maintain, repair, (within the square footage allowed under the terms of this Agreement) and operate the following communications equipment ("Equipment"), described in greater detail on **Exhibit "B"** attached hereto, for the purpose of a communications facility and uses incidental thereto:

(a) Up to 9 antenna(s) at 107' AGL on the Tank.

(b) Up to 12 flexible coaxial transmission lines and/or wave-guide(s) between antenna(s) and radio equipment anchored to the Tank.

(c) Radio transmission equipment consisting of a transmitter/receiver operating at a frequency of 1965-1970 MHz TX 1885-1890 MHz RX using call letters KNLH473 assigned by the FCC, and accessories to be installed in LICENSOR's equipment shelter near the base of the Tank ("Equipment Shelter") or the LICENSEE's equipment shelter, if any ("LICENSEE's Equipment Shelter"), provided that LICENSEE hereby covenants and agrees that it will not construct an equipment shelter or any other

improvement on the Premises without LICENSOR's prior written approval. No outside storage of any kind at the Premises is permitted by this Agreement without the prior consent of the LICENSOR.

LICENSEE shall furnish, to its unmanned equipment shelter, electric and telephone service for the operation of LICENSEE's Equipment. LICENSEE shall be solely liable for utility expenses relating to its installation and equipment. LICENSEE's electrical service shall be separately metered and LICENSEE shall be responsible for all costs associated with metering, including the cost of installing its meter or multi gang meter.

LICENSEE shall use the Licensed Premises for the purpose of constructing, installing, maintaining, repairing, and operating, at LICENSEE's expense, a communications facility, including antennas, buildings, and incidental uses. LICENSEE shall not use the Licensed Premises for any other purpose without the express prior written consent of LICENSOR.

2. **TERM:** The term of this Agreement shall commence on the earlier of the start of the installation of the LICENSEE's equipment or September 1, 2003 ("Commencement Date"), and shall continue for a period of five (5) years ("Initial Term"), with two (2) additional five (5) year renewal terms ("Renewal Terms"). The Renewal Terms shall commence automatically without further action on the part of LICENSOR or LICENSEE; provided, however that either party may terminate this Agreement at the expiration of the Initial Term or at the expiration of any Renewal Term by giving the other party not less than six (6) months written notice.

This Agreement may be terminated at any time by LICENSEE with sixty (60) days written notice to the LICENSOR, providing that LICENSEE shall pay to LICENSOR on or prior to the date of such termination of this Agreement a sum equal to seventy percent (70%) of the aggregate regular license fees that would be due hereunder during the remaining term of this Agreement or twelve (12) months site fees, whichever is less.

3. **FEES:** Beginning as of the Commencement Date of this Agreement, as defined in Paragraph 2 above, LICENSEE shall pay as an annual "License Fee, in advance, the sum of Twenty One Thousand Six hundred and 0/100 dollars (\$21,600.00). Said sum shall be paid by LICENSEE on the anniversary of the Commencement Date each year thereafter throughout the term of this Agreement.

Effective on the anniversary of the Commencement Date of this Agreement and each anniversary thereafter of the Initial Term and any Renewal Term, the then current License Fee payable by the LICENSEE to the LICENSOR shall be increased by an amount equal to three percent (3%) over the total License Fee payable by the LICENSEE for the preceding twelve (12) month period.

In addition to the License Fee payable by LICENSEE hereunder, LICENSEE shall pay to LICENSOR a non-refundable application fee of \$2500.00, per tank, per application

due upon LICENSOR's receipt of application for co-location. Additionally, as compensation to LICENSOR for processing and execution of this Agreement, LICENSEE shall pay to LICENSOR a non-refundable fee of \$2500.00 within thirty (30) days of full execution of this Agreement.

Any License Fee, or any other additional fees set forth herein, shall be due and payable, without necessity of a demand or invoice by LICENSOR, as specified herein and LICENSEE shall pay an additional charge of five percent (5%) of the applicable fee made more than fifteen (15) days after the due date.

The License Fee for any Renewal Terms shall be payable in the same manner as the License Fee for the Initial Term.

Address Remittance is Received From:

Cingular Wireless
6100 Atlantic Blvd.
Mail Code GAN02
Norcross, GA 30071

Address Remittance is Payable To:

Augusta Utilities
C/o Steve Little
360 Bay St.
Suite 180
Augusta, Ga. 30901

To ensure proper credit of remittance, please include the Licensed Premises name, address and I.D. number, which is: 3705 Farrington Dr.

4. **TANK STUDIES:** LICENSEE shall be solely responsible for conducting any and all Tank studies necessary to determine the feasibility of Tank loading due to LICENSEE's installation. A Gross Structural analysis, performed by a qualified structural engineer, of sufficiency to confirm the structural integrity of the Tank to accommodate LICENSEE's equipment, is required, at the LICENSEE's expense, and shall be submitted to LICENSOR for approval, which shall not be unreasonably withheld or delayed. Should Tank modification be required in order to accommodate the installation of LICENSEE's Equipment upon the Tank, the cost of all such modifications shall be borne by LICENSEE. LICENSEE shall submit plans and specifications to LICENSOR for written approval, not to be unreasonably withheld or delayed, prior to commencement of any modification of the Tank in accordance with this Paragraph 4.

5. **APPROVALS:** LICENSEE is responsible for obtaining all necessary Federal, State and local governmental approvals.

6. INSTALLATION: LICENSEE shall install, maintain, repair, modify and operate its Equipment during the term hereof in compliance with all present and future laws, rules and regulations of any local, State or Federal authority having jurisdiction with respect thereto, including without limitation, the rules and regulations of the Federal Communications Commission ("FCC"), the Federal Aviation Administration ("FAA") and the Occupational Safety and Health Administration ("OSHA"). LICENSEE shall attach as Exhibit "C" to this Agreement copies of all FCC operating licenses, and copies of other licenses or permits, which it has been issued pertinent to this Agreement. Prior to the installation of any Equipment, or any modification or changes to the Equipment, if any (but excluding repairs, minor modifications and/or replacement with substantially similar equipment), LICENSEE shall comply with the following terms and conditions:

All work performed at the Licensed Premises in connection with the installation, maintenance, operation, modification, and removal of LICENSEE's Equipment shall be performed at LICENSEE's sole cost and expense, either by LICENSEE's employees or by contractors approved by LICENSOR, such approval shall not to be unreasonably withheld or delayed. LICENSEE shall only allow fully trained technicians and authorized personnel to work on its Equipment located at the Licensed Premises and such technicians and authorized personnel will undertake such work only in compliance with applicable FCC, OSHA and other government laws, rules, and regulations, including all laws, rules, and regulations involving radio frequency (RF) radiation emission and/or safety work standards for work performed on or near communications towers, water tanks and antenna sites. LICENSEE shall provide reasonable certification of its compliance with the foregoing requirements as well as similar reasonable certification from all technicians and/or service people contracted by it to work on the Licensed Premises. Such certification of compliance is to be provided at the time designation of a contractor is made to the LICENSOR by the LICENSEE, as well as provided at such time as LICENSOR may request. LICENSEE shall require all contractors, as a condition of their engagement, to agree to be bound by provisions identical to those set forth in this Agreement, specifically those provisions relating to the indemnification of the LICENSOR and the insurance requirements set forth herein. The engagement of a contractor by the LICENSEE shall not relieve the LICENSEE of any of its obligations under this Agreement. Workman-ship that does not meet ordinary industry standards, and is therefore unsatisfactory to LICENSOR, must be repaired within thirty (30) days of LICENSEE's receipt of written notice thereof from LICENSOR. If LICENSEE fails to make such repairs, at LICENSEE's sole cost and expense, within thirty (30) days following receipt of such notice, LICENSOR may perform all the necessary repairs at LICENSEE's sole cost and expense and such sum shall be due within thirty (30) days of the rendering of an invoice, accompanied by reasonable documentation validating same, by LICENSOR to LICENSEE, as an additional fee due hereunder.

(i) LICENSEE's equipment shall be clearly marked to show LICENSEE's name, site name site I.D. and emergency contact information. All coaxial cable relating to the Equipment shall be identified by LICENSEE's name and frequency at the bottom and top of the line. LICENSEE shall be responsible for the proper signage at the Licensed Premises per all regulatory requirements. At LICENSOR's request, LICENSEE shall

promptly deliver to LICENSOR written proof of compliance with all Federal, State, and local laws, rules and regulations in connection with any installation or modification of the Equipment.

All installation of Equipment on the Tank shall be accomplished in a manner that will minimize the impact to the structural integrity of the Tank and its interior and exterior coating. Installation of antennas and coaxial cables shall not create a safety hazard nor interfere with the ongoing maintenance and/or operation of the Tank. LICENSEE shall bear all cost and expense associated with repairing coatings damaged by the installation of LICENSEE's Equipment.

LICENSEE, without liability of any kind to LICENSOR, may commence work only after LICENSOR has approved all studies, plans and specifications in writing. LICENSOR's approval shall not be unreasonably withheld or delayed.

LICENSEE agrees to comply with all of LICENSOR's reasonable requirements. LICENSOR shall have the option to consult with LICENSEE's contractor as well as engineers and consultants selected by LICENSOR for their review and approval, prior to any installation and/or modification that will require access to the Tank structure.

A final inspection must be completed by a representative of the LICENSOR, at LICENSEE's expense, said expense to be \$2,000.00, to be paid within thirty (30) days of invoice by LICENSOR to LICENSEE, as an additional fee due hereunder.. This inspection must be completed and approved by LICENSOR prior to LICENSEE being allowed to go on air. LICENSEE must supply advance notice to LICENSOR to perform the inspection. Such inspection, or the approval thereof, shall not be unreasonably withheld or delayed.

7. STANDARD OF PERFORMANCE: LICENSEE, at its sole cost and expense, shall cause the approved work to be done and completed in a good, substantial and workmanlike manner, free from faults and defects, and in compliance with all legal requirements, and shall utilize only first class materials and supplies. LICENSEE shall be solely responsible for construction means, methods, techniques, sequences and procedures, and for coordinating all activities related to the work.

LICENSEE, at its sole cost and expense, shall be responsible for the maintenance of its Equipment and its improvements, if any, in accordance with all applicable laws, rules, ordinances and regulations.

8. PAYMENT OF COSTS AND EXPENSES: LICENSEE shall provide and pay for all labor, materials, goods and supplies, equipment, appliances, tools, construction equipment and machinery and other facilities and services necessary for the proper execution and completion of the work. LICENSEE shall promptly pay when due all costs and expenses incurred in connection with the work. LICENSEE shall pay all sales, consumer, use and similar taxes required by law in connection with the work, and shall secure and pay for all permits, fees and licenses necessary for the performance of the

work.

9. LICENSOR'S REPAIRS: LICENSOR will make, at its expense, all necessary repairs and replacements, as well as alterations required by any governmental authority having jurisdiction, in and to the Tank, unless the required repairs, replacements, or alterations are solely required for the LICENSEE's Equipment located on the Tank, and if so, the LICENSEE shall make, at its expense, all necessary repairs, replacements, and alterations as required. LICENSOR shall have the right to require LICENSEE to remove its antennas, cables and any other equipment located on the Tank, at LICENSEE's expense for painting of the Tank. LICENSOR shall give LICENSEE thirty (30) days notice of the requirement to remove such equipment, and should LICENSEE fail or refuse to remove same, LICENSOR shall have the right to remove same and charge LICENSEE for all costs of removal. In no event will LICENSOR be liable for any costs, expenses, loss of income, or damages resulting from the removal of such antennas, cables and any other equipment located on the Tank should LICENSEE so fail or refuse to remove same. LICENSEE will have no claim against LICENSOR for such interference or interruption.

Contact for LICENSEE notification under this Paragraph 9 (in addition to standard notices as provided for in Paragraph 17 hereinbelow):

Address: 5600 Glenridge Drive, Suite 301
Atlanta, GA 30342
Title: Real Estate/Construction Manager
Phone No.: Jack Gill / 404-713-0183

10. LICENSEE'S REPAIRS: LICENSEE shall maintain in a good state of repair, and in good operating condition, its ground space, antennas, transmitting and other equipment, all in accordance with good engineering practices and applicable governmental rules and regulations. In the event inspection, maintenance or repairs to LICENSEE's Equipment is required, LICENSEE shall use qualified technicians and submit for LICENSOR's prior approval the names of technicians or contractors proposed to make necessary ascents and descents of LICENSOR's Tank, exclusive of emergency situations.

In the event of an emergency, LICENSEE shall have the right to make such or repairs following verbal notice to LICENSOR of its intent. LICENSOR's designated emergency notice number is: 1-706-796-5010, which is the Dispatcher Department of LICENSOR.

In the event that LICENSEE, after verbal notice to LICENSEE by LICENSOR to the emergency number stated on the signage at the Licensed Premises of the requirement of an emergency repair requirement that affects the integrity of the Tank, does not respond to same within six (6) hours, LICENSOR shall have the right, but not the obligation, to make such emergency repairs on LICENSEE's behalf and invoice LICENSEE for all costs associated therewith. Said invoice shall be payable within thirty (30) days of receipt by LICENSEE.

Any structural modification, repairs, additions or improvements to the Tank, excluding LICENSEE'S lines and antennas, shall become the property of the LICENSOR.

11. INDEMNIFICATION AND INSURANCE: LICENSEE agrees to indemnify and hold harmless LICENSOR from any and all claims in any way related to or arising out of LICENSEE'S leasing and use of the Licensed Premises (including without limitation LICENSEE's use of Hazardous Materials on or about the Licensed Premises) or related to or arising out of any damage or injury to property or persons, occurring or allegedly occurring in, on or about the Licensed Premises during the period from the Commencement Date of this Agreement to the end of the term of this Agreement (to include any Renewal Terms), including reasonable attorney's fees and expenses of litigation incurred by LICENSOR in connection therewith. LICENSEE further agrees that the foregoing agreement to indemnify and hold harmless applies to any claims for damage or injury to himself and/or any individuals employed or retained by himself in connection with the erection, operation, maintenance and/or repair of its communications equipment, and hereby release LICENSOR from liability in connection with any such claims. For purposes of this section, "LICENSOR" includes Augusta, Georgia, the Augusta-Richmond County Commission, and all officers, elected officials, agents, representatives and employees of same, and "Hazardous Materials" means any and all polychlorinated biphenyls, petroleum products, asbestos, urea formaldehyde and other hazardous or toxic materials, wastes or substances, any pollutants, and/or contaminants, or any other similar substances or materials which are defined or identified as such in or regulated by any federal, state or local laws, rules or regulations (whether now existing or hereinafter enacted) pertaining to environmental regulations, contamination, cleanup or any judicial or administrative interpretation of such laws, rules or regulations or any substances that after release into the environment and upon exposure, ingestion, inhalation, or assimilation, either directly from the environment or directly through food chains will or may reasonably be anticipated to cause death, disease, behavior abnormalities, cancer or genetic abnormalities.

Without limiting the foregoing, LICENSEE further agrees to maintain at all times during said period, at LICENSEE's expense, comprehensive and general public liability insurance coverage against claims for personal injury, death and/or property damage occurring in connection with the use and occupancy of the Licensed Premises or arising out of its ownership, improvement, repair or alteration of the Licensed Premises with limits of coverage of not less than \$500,000.00 for personal injury (including death) per person and \$1,000,000.00 per occurrence and not less than \$1,000,000.00 for property damage. The cost of premiums for all policies of insurance required by this Agreement shall be paid by LICENSEE.

All policies providing insurance coverage required to be maintained by LICENSEE hereunder shall list LICENSOR, the Augusta-Richmond County Commission and its

Mayor, LICENSEE and its officers, agents, members, employees and successors as additional insureds, as their interests may appear, and shall be issued by an insurance carrier or carriers licensed to do business in the State of Georgia and reasonably acceptable to LICENSOR. All such policies shall provide that no act or omission of LICENSEE or its agents, servants, or employees shall in any way invalidate any insurance coverage for the other additional insureds. No insurance policy providing any insurance coverage required to be provided by LICENSEE hereunder shall be cancelable without at least 15 days advance written notice to LICENSOR. Certificates of insurance for all policies required hereunder, or copies thereof, shall be provided to LICENSOR by LICENSEE. LICENSEE shall have LICENSOR named as additional insured and provide LICENSOR with a Certificate of Insurance evidencing such insurance. Licensee will provide insurance certificate within thirty (30) days of execution of this License Agreement and LICENSEE shall have renewed insurance certificates sent to LICENSOR every year.

12. **CONTINGENCIES:** This Agreement is contingent upon approval by resulting governmental authorities. In the event such approval is withheld or subsequently withdrawn, or in the event that LICENSEE's use of said Tank is otherwise encumbered or determined to be inconsistent with the interest of LICENSOR'S use of the Premises, either party hereto, subject to all other terms and conditions of this Agreement, shall have the right to terminate this Agreement by ninety (90) days advance written notice to the other party, and said termination shall release LICENSOR and LICENSEE from all further obligations set forth herein one to the other. In such event, LICENSEE shall promptly remove, at LICENSEE's sole expense, its Equipment.

13. **DEFAULT:** Should LICENSEE fail to pay when due License fee or any other amounts owed LICENSOR hereunder, or fail to cure any breach of any other provision of this Agreement after thirty (30) days written notice and demand with respect to monetary obligations, or after sixty (60) days following written notice and demand of any non-monetary breach, unless otherwise specifically stated herein, LICENSOR may terminate the Agreement immediately, without further notice, and require LICENSEE to remove, or cause to be removed, all of LICENSEE's Equipment. LICENSEE shall, in such event, remain liable for any and all costs incurred for removal of LICENSEE's Equipment, and, in the event LICENSEE does not remove its Equipment within fifteen (15) days of termination of this Agreement under the terms of this Paragraph 13, LICENSOR shall have the right, but not the obligation, to remove LICENSEE's Equipment and be reimbursed for same within thirty (30) days of invoice. In such event, LICENSOR shall not be liable for any damage to such equipment during its removal.

14. **SURRENDER OF PREMISES:** Upon expiration or termination of this Agreement, LICENSEE, at its own cost and expense, shall completely remove or have removed, up to three feet (3') below grade, all structures, including antennas and associated mounting brackets (if not attached to the Tank), transmission equipment, concrete foundations, fences and other associated structures, and restore the Licensed Premises to its original above grade condition, ordinary wear and tear excepted. If such time for removal causes LICENSEE to remain on the Licensed Premises and Tank after

the termination or expiration of this Agreement, LICENSEE shall pay license fee at the then existing monthly pro-rata basis, until such time as the removal of LICENSEE's personal property and fixtures are completed.

Any and all interference or damage caused to the Premises or to the equipment of any other LICENSEE or tenants at the Premises by such removal shall be immediately repaired or eliminated by LICENSEE at Licensee's sole cost and expense. If LICENSEE fails to make such repairs within three (3) days after the occurrence of such damage, injury or interference, LICENSOR may perform all the necessary repairs, at LICENSEE's sole cost and expense, and such sum shall be due within thirty (30) days of LICENSEE's receipt of an invoice detailing the costs associated therewith.

15. **INTERFERENCE:**

(a) LICENSEE's Equipment shall not cause stray currents that will in any way damage the integrity of the Licensed Premises.

(b) LICENSEE agrees to install equipment of types and frequencies which will not cause interference to LICENSOR or other occupants of the Premises which are in place on the Tank as of the date of this Agreement. If requested by LICENSOR, LICENSEE shall provide a detailed RF interference analysis showing potential conflicts between LICENSEE's frequencies and those of LICENSOR or other occupants already in place on the Tank. In the event LICENSEE's equipment causes such interference, LICENSEE shall take all steps necessary to correct and eliminate the interference. If said interference cannot be eliminated within forty-eight hours after receipt of written notice from LICENSOR to LICENSEE, LICENSEE shall temporarily disconnect the electric power and shut down LICENSEE's Equipment (except for intermittent operations for the purpose of testing, after performing maintenance, repair, modification, replacement or other action taken for the purpose of correcting such interference) and if such interference is not corrected within thirty (30) days after receipt of said written notice, LICENSEE agrees to remove LICENSEE's Equipment from the Licensed Premises and this Agreement shall then terminate without further obligation on either part except as may be specifically enumerated herein.

LICENSEE hereby acknowledges that LICENSOR may have licensed, and will continue to license space at and upon the Premises and the Tank to third parties for the installation and operation of radio communications facilities. LICENSEE accepts this Agreement with this knowledge and waives any and all claims against LICENSOR resulting from or attributable to interference caused by present or future equipment, facilities or methods of operation employed by LICENSOR in its business upon the Premises. LICENSEE also waives all claims against LICENSOR arising from interference resulting to LICENSEE by virtue of equipment, facilities or operations employed by any other licensee or tenant of LICENSOR in its business upon the Premises. In the event that any such interference occurs that materially interferes with LICENSEE's utilization of the Site, LICENSEE, as its sole remedy, in lieu of any and all other remedies at law or in equity,

may terminate this Agreement at any time thereafter by giving LICENSOR thirty (30) days prior written notice to that effect, and such termination shall be effective at the end of such thirty (30) day period, provided, however, that such termination will not be effective if LICENSOR eliminates such interference within thirty (30) days of Licensee's termination notice. Licensee shall pay LICENSOR any fees due for the period up to the termination of this Agreement. Any advance payment for periods after the termination of this Agreement will be reimbursed to LICENSEE.

(c) In the event LICENSOR enters into license or lease agreements with others for the Premises, then LICENSOR agrees to require such lessees or licensees to install equipment of types and frequencies that will not cause interference to LICENSEE's communications operations being conducted on the Licensed Premises. LICENSOR agrees that in the event such lessee or licensee causes interference with LICENSEE's equipment, LICENSOR shall require such lessee or licensee to take all steps necessary to correct and eliminate the interference. If said interference cannot be eliminated within forty-eight hours after receipt of notice of the existence of the interference from LICENSOR to such lessee or licensee, LICENSOR shall cause such lessee or licensee to disconnect the electric power and shut down lessee or licensee's equipment (except for intermittent operations for the purpose of testing, after performing maintenance, repair, modification, replacement or other action taken for the purpose of correcting such interference) and if such interference is not corrected within thirty (30) days after receipt of said written notice by such lessee or licensee, LICENSOR shall, upon LICENSEE's request, cause such lessee or licensee to remove its equipment from the Premises.

LICENSOR reserves the right to require LICENSEE to relocate one or more of its antenna(s) on the Tank and LICENSEE agrees to relocate said antenna(s), at LICENSOR's expense, to be reimbursed within thirty (30) days of receipt of invoice, provided, and only in the event that, said relocation does not substantially diminish LICENSEE's RF signal connection to LICENSEE's connecting sites.

16. ASSIGNMENT; SUBLETTING:

a. This Agreement may not be sold, assigned, or transferred without the written consent of LICENSOR, such consent not be unreasonably withheld or delayed; provided, however, that LICENSEE may assign this Agreement, without the prior consent of LICENSOR, to any successor by merger to LICENSEE or to any affiliate of LICENSEE. Any permitted assignment shall be on the condition that the assignee is bound by all of the terms, conditions and provisions of this Agreement. Assignment shall not release LICENSEE from any liability occurring or arising prior to the date of assignment.

b. Additionally, LICENSEE may, with prior written approval of LICENSOR, mortgage or grant a security interest in this Agreement and LICENSEE's equipment, and may assign this Agreement and such equipment, to any such mortgagees or holders of security interests including their successors or assigns (hereinafter collectively

referred to as "Mortgagees"). In such event, LICENSOR shall execute such consent to licensehold financing as may reasonably be required by Mortgagees. LICENSOR agrees to notify LICENSEE and LICENSEE's Mortgagees simultaneously of any default by LICENSEE and to give Mortgagees the same right to cure any default as LICENSEE except that the cure period for any Mortgagee shall not be less than ten (10) days after receipt of the default notice. It is expressly understood that LICENSEE's equipment referenced in this Agreement is considered personalty of LICENSEE, and that the property on which LICENSEE's equipment may be located pursuant to this Agreement is the property of LICENSOR. Any mortgage or granting of a security interest or assignment under this Subsection b. shall concern only LICENSEE's personalty and shall in no way be considered as mortgaging or granting a security interest in or assigning any rights as to any of LICENSOR's real property.

c. LICENSEE may not sublet any portion of the Licensed Premises.

17. NOTICE: All notices hereunder must be in writing and shall be deemed valid, if sent by certified mail, return receipt requested, or by any national courier service which requires proof of receipt, addressed as follows, or sent to any other address that the party to be notified may have designated to the sender by like notice at least thirty (30) days prior:

As to the LICENSOR:

Augusta-Richmond County Commission
c/o Administrator
Room 801, Municipal Bldg (11)
530 Greene Street
Augusta, Georgia 30911

With copies:

Augusta Utilities
Director, Augusta Utilities Dept.
360 Bay St.
Suite 180
Augusta, Ga. 30901

As to the LICENSEE:

Cingular Wireless
Attn: Lease Administration
6100 Atlantic Boulevard
Mail Code GAN02

Norcross, GA 30071
Fax: 678.418.4166

With copies:

Cingular Wireless LLC
Attn: Legal Department
5565 Glenridge Connector
Suite 1700
Atlanta, GA 30342
Fax: 678-418-4166

18. **BINDING AGREEMENT:** This Agreement shall extend to and bind the heirs, personal representatives, successors and assigns (when allowed to be assigned) of the parties hereto.

19. **CONDEMNATION:** If the whole of the Licensed Premises, or such portion thereof as will make the Licensed Premises unusable for the purposes herein licensed, are condemned by any legally constituted authority for any public use or purpose, or sold under threat thereof, then in either of said events the term hereby granted shall cease from the time when possession of the Licensed Premises, inclusive of the Tank, is taken by public authorities, and rental shall be accounted for as between LICENSOR and LICENSEE as of that date on a pro-rata basis for license fees paid in advance. Any lesser condemnation shall in no way affect the respective rights and obligations of LICENSOR and LICENSEE hereunder. Nothing in this provision shall be construed to limit or affect LICENSEE's right to an award of compensation of any eminent domain proceeding for the taking of LICENSEE's antenna and equipment, if taken.

20. **GOVERNING LAWS:** This Agreement and the performance thereof shall be governed, interpreted, construed and regulated by the laws of the State of Georgia.

21. **FINAL AGREEMENT; AMENDMENTS:** This Agreement represents the final agreement of the parties and no agreements or representations, unless incorporated into this Agreement, shall be binding on any of the parties. This Agreement may not be amended except by a writing signed by all parties.

22. **LICENSEHOLD, NOT USUFRUCT:** This Agreement, if LICENSEE exercises the Option, grants to LICENSEE a licensehold estate and not merely a usufruct.

23. **SEVERABILITY:** If any term of this Agreement is found to be void or invalid, such invalidity shall not affect the remaining terms of this Agreement, which shall continue in full force and effect.

24. **AUTHORITY:** Each of the undersigned warrants that he or she has the full right, power and authority to execute this Agreement on behalf of the party indicated.

25. **MISCELLANEOUS:** At the request of LICENSEE, LICENSOR agrees to execute a memorandum or short form of this Agreement in recordable form, setting forth a description the Licensed Premises, the term of this Agreement and other information desired by LICENSEE, for the purpose of giving public notice thereof to third parties.

26. **VENUE:** All claims, disputes and other matters in question between the LICENSOR and the LICENSEE arising out of or relating to this Agreement, or the breach thereof, shall be decided in the Superior Court of Richmond County, Georgia. The LICENSEE, by executing this Agreement, specifically consents to jurisdiction and venue in Richmond County and waives any right to contest the jurisdiction and venue in the Superior Court of Richmond County, Georgia.

SIGNATURE PAGE FOR CO-LOCATION LICENSE AGREEMENT BY AND BETWEEN AUGUSTA,
GEORGIA, AND CINGULAR WIRELESS FOR A WATER TANK LOCATED AT
3705 Fairington, Dr., Hepzibah, GEORGIA

IN WITNESS WHEREOF, the parties hereto have set their hands and affixed their
respective seals the day and year written below.

LICENSOR

Signed, sealed and delivered this
_____ day of _____,
2003, in the presence of:

AUGUSTA, GEORGIA

By

Mayor

Betty W. Murphy
Unofficial Witness

Attest:

Lena Bonner

Clerk

Nancy W. Morawski
NOTARY PUBLIC

My Commission Expires: _____

(SEAL)

(NOTARIAL SEAL)

Notary Public, Columbia County, Georgia
My Commission Expires Aug. 1, 2006

LICENSEE:

BELLSOUTH PERSONAL
COMMUNICATIONS, LLC, a Delaware
limited liability company, d/b/a Cingular
Wireless

By

Vincent B. Clawson
President Executive Director

Signed, sealed and delivered this
26 day of August,
2003, in the presence of:

Dana Greene
Unofficial Witness

Maureen L. Fry
NOTARY PUBLIC

My Commission Expires
(NOTARIAL SEAL)

(CORPORATE SEAL)

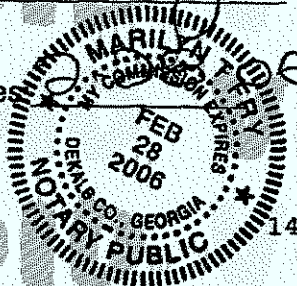


Exhibit "A"

1. Tank Owner: **Augusta, Georgia**
2. Address of Tank: **3705 Fairington Road**
Hepzibah, GA 30815
3. Coordinates: **Latitude 33-22-52.740 / Longitude 82-05-35.120**
4. Tank Height: **135' AGL Top of Tank**

Exhibit "B"

1. **Frequencies:** Transmit: 1965 - 1970 MHz
Receive: 1885 - 1890 MHz
2. **FCC call letters:** KNLG639 (copy of FCC license to be attached as part of Exhibit C)
3. **Type of Service:** PCS
4. **Transmitter(s)** **Receiver(s)**

Make: <u>Nortel</u> Model: <u>S8000</u> Power Output: _____ ERP: _____ Number: _____	Make: <u>Nortel</u> Model: <u>S8000</u> Number: _____
---	--
5. **Antenna(s)** **TVRO(s)**

Make: <u>RFS</u> Model: <u>APXV18-206515L-2</u> Dimensions: _____ Number: <u>3 initial, 9 max</u> Type: <u>Crosspole</u> Gain (DB): <u>TBD</u> (to be remitted to LICENSOR after completion of sweep testing)	Make: _____ Model: _____ Diameter: _____ Number: _____
--	---
6. **Transmission Line(s)** **7. Generator - Type** N/A
Size _____
Make: _____
Size: 1-5/8" (2-1/4" if over 220")
Number: 6 initial, 12 maximum
Line Type & Length: _____
Line Loss (DB): TBD (to be remitted to LICENSOR after completion of sweep testing)
8. **Fuel Tank - Size** N/A
9. **Antenna mounting height, mounting orientation, and floor and ground space usage**
 (attach sketch of orientation and floor and ground space usage)
 (a) 3 Initial antenna's mounted on the handrail/catwalk at the 107' level (mounting method and exact location subject to review and approval by LICENSOR).
 (b) Floor space within LICENSOR's Equipment shelter measuring _____' x _____" for Licensee's _____ radio cabinet(s) measuring _____" x _____" x _____" (location and availability subject to LICENSOR's approval). (Radio cabinets 50" or less in height are subject to stacking at LICENSOR's discretion) - N/A
 (c) Ground space measuring 18' x 18' for Licensees cabinets/building/enclosures, generator, fuel tank and grounding rings, location and availability subject to LICENSOR's approval.
10. **Interference Suppression Equipment**
Describe: TBD

Exhibit "C"

(List and attach copies of all licenses and permits, Phase I, Phase II, NEPA, SHPO findings pertinent to the site, and a current insurance certificate)

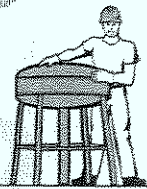
Licensee Site: 026-158 / FA# 0031259
3705 Fairington Road., Hephzibah, GA 30815

Exhibit B

Attach copy of new License Agreement

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**Utility Service
Communications Co.**
INCORPORATED

Tank Owner: Augusta Georgia
Tank Location: 3705 Fairington Road
Hephzibah GA. 30815
Licensors Project No.: 120457
Licensee Name: AT&T
Licensee I.D.: 026-158 / Fixed Asset #: 10031259

License Agreement

This non-exclusive LICENSE AGREEMENT (the "Agreement") is made this ____ day of ____, 2009 by and between Utility Service Communications co., inc, a Georgia Corporation, whose business address is P.O. Box 1350, 535 Courtney Hodges Blvd., Perry, Georgia 31069 (herein referred to as the "Licensor" or "Company") and New Cingular Wireless PCS, LLC, a Delaware limited liability company, its affiliates and successors that elect to participate whose business address is 12555 Cingular Way, Alpharetta, GA 30004, (herein referred to as the "Licensee").

RECITALS

WHEREAS, Licensor has entered into an exclusive Wireless Communications Management Agreement (the "Management Agreement") with the owner of the Water Tank ("Tank Owner") described on **Exhibit B** attached hereto; and whereas Licensor has authority under that Agreement to enter licensing Agreements with respect to the placement of radio communications Equipment and related enclosures in or about the Site (as such term is hereinafter defined) and upon the Water Tank (as such term is hereinafter defined) and within certain enclosures and buildings on the Site; and whereas the parties hereto have mutually agreed to this License pursuant and subject to all of the terms and conditions hereinafter set forth.

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NOW THEREFORE, in consideration of, and subject to, the timely, faithful and full performance of all of Licensee's obligations hereinafter set forth, Licensor does hereby grant to Licensee a license as follows:

1. **Scope of License**

Subject to the terms and conditions of this License Agreement ("Agreement"), Licensor hereby grants permission to Licensee to install, maintain and operate the radio communications Equipment ("Equipment") described in greater detail on **Exhibit A** attached hereto on the Water Tank (herein referred to as "Tank") located at 3705 Fairington Rd., Hephzibah, GA 30815 (LT: 33° - 22' - 52.44" by LG: 082° - 05' - 28.26") ("Site") (Site and Tank are described in greater detail on **Exhibit B** attached hereto).

The Equipment and accessories to be installed in Licensor's Site near the base of the Tank ("Equipment Area") if any ("Licensee's Area"), provided that Licensee hereby covenants and agrees that it will not construct any improvements at the Site without Licensor's prior written approval. No outside storage of any kind at the Site is permitted by this Agreement without the prior written consent of the Licensor.

2. **Term and Termination**

(a) The term of this Agreement shall commence on the earlier of the execution of the lease termination (executed lease termination to be attached to Exhibit C) between the Licensor and the Tank Owner or May 1, 2009 ("Commencement Date") and shall continue for a period of five (5) years ("Initial Term") with four (4) additional five (5) year renewal period(s) ("Renewal Terms"), subject to Licensor's renewal of the Management Agreement (the Initial Term and the Renewal Terms shall be collectively referred to herein as the "Term"). The Renewal Terms shall commence automatically without further action on the part of Licensor or Licensee; provided, however, that either party may terminate this Agreement at the expiration of the Initial Term or at the expiration of any Renewal Term by giving the other party written notice not less than ninety (90) days prior to the expiration of the then current term.

(b) This Agreement may be terminated by Licensor upon one year (1) year written notice that the Tank is to be removed.

(c) This Agreement may be terminated by the Licensee upon sixty (60) day written notice if the Tank and or the Site has become unusable to Licensee due to: (i) uncorrected material interference with Licensee's use of the Tank and or Site resulting from the acts of a third party; or (ii) an act of God or from other natural forces beyond the control of both Licensee and Licensor.

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(d) This Agreement may be terminated at any time by Licensee with sixty (60) days written notice to the Licensors, providing that Licensee shall pay to Licensors on or prior to the date of such termination of this Agreement a sum equal to seventy percent (70%) of the aggregate regular license fees that would be due hereunder during the remaining term of this Agreement if the Agreement had not been terminated pursuant to this section 2(d).

(e) This Agreement may be terminated by either party upon default (other than a payment default) of any covenant or term hereof by the other party which default is not cured within thirty (30) days of receipt of written notice of default (without, however, limiting any other rights available to the parties pursuant to other provisions hereof). If Licensee is in default of any of its payment obligations hereunder and fails to cure such default within ten (10) business days after Licensee receives written notice thereof from Licensors, Licensors may terminate this Agreement and thereafter pursue any and all rights and remedies that Licensors may have hereunder or at law or in equity.

3. Fees

(a) Licensee shall pay Licensors a monthly fee of Two Thousand Five Hundred no/100 (\$2500.00) Dollars ("Site Fee") during the first year of the Initial Term of this Agreement, which shall be payable on September 1, 2009 and there after on the first day of every month. Subject to the provisions of Section 5(c) hereof, the Site Fee is (exclusive) of charges for the furnishing of electricity to Licensee with the first payment due coinciding with the commencement date.

(b) Effective on the anniversary of the Commencement Date of this Agreement during each year of the Initial Term and Renewal Term(s), the then current Site Fee payable by the Licensee to the Licensors shall be increased by an amount equal to three percent (3%) percent over the total Site Fee payable by the Licensee for the preceding twelve (12) month period.

(c) In addition to the Site Fee payable by Licensee hereunder, Licensee shall pay to Licensors upon execution and delivery of this Agreement a one time non-refundable Administrative Fee in the amount of One Thousand (\$1,000.00) Dollars.

(d) Licensee agrees that the payment of any fees, additional fees, or other payments set forth herein shall be due and paid without necessity of a demand or invoice from the Licensors, and that Licensee shall pay an additional charge of five percent (5%) of the monthly fee for each payment made more than ten (10) days after due date. **Licensee Accounts Payable Notice address set forth in Section 15.**

(e) All sums payable hereunder by Licensee, including, but not limited to, the monthly Site Fee and Administrative Fee payable pursuant to Section 3(d) hereof, shall be payable and delivered to **Licensors Accounts Receivable Notice address set forth in Section 15**, or to such other address as Licensors shall designate. To enable proper crediting

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of Licensee payments, please include the Site Name, Site Address, Licensor's Project Number and Site I.D. Number on remittance to Licensor. Licensor's federal tax identification number is 58-2587465.

4. **Inspection of Site**

The Site shall be provided in "AS IS" condition by Licensor. Licensee has visited and inspected the Site and accepts the physical condition thereof and acknowledges that no representations or warranties have been made to Licensee by Licensor as to the condition of the Site, including the Tank, as the case may be, and/or the Equipment Shelter or as to any engineering data. Licensee is responsible for determining all aspects as to the acceptability, accuracy and adequacy of the Site for Licensee's use. Licensor shall have no obligation to obtain licenses for Licensee, or to maintain, insure, operate or safeguard Licensee's Equipment.

5. **Installation, Maintenance, and Operating Procedures**

(a) Licensee shall install, maintain, and operate its Equipment during the term hereof in compliance with all present and future laws, rules and regulations of any local, State, or Federal authority having jurisdiction with respect thereto (including without limitation, the rules and regulations of the Federal Communications Commission ("FCC"), the Federal Aviation Administration ("FAA") and the Occupational Safety and Health Administration ("OSHA"). Licensee shall attach as **Exhibit C** to this Agreement copies of all FCC operating licenses, and copies of other licenses or permits, which it has been issued pertinent to this Agreement. Prior to the installation of any Equipment, or any modification or changes to the Equipment, if any (but excluding repairs, minor modifications and/or replacement with substantially similar Equipment), Licensee shall comply with the following terms and conditions:

- (i) Licensee shall submit, in writing to **Licensor Notice address set forth in Section 15**, all plans for such installations, modifications or changes for Licensor's approval, which approval shall not be unreasonably withheld or delayed. In order to assure Licensee's compliance with the provisions of this Agreement, the plans and specifications for Licensee's Equipment and any modifications thereto shall be submitted to Licensor for review and approval.
- (ii) All work performed at the Site in connection with the installation, maintenance, operation, modification, and removal of Licensee's Equipment shall be performed at Licensee's sole cost and expense either by contractors approved by Licensor, such approval shall not to be unreasonably withheld or delayed.

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Licensee shall only allow fully trained technicians and authorized personnel to work on its Equipment located at the Site and such technicians and authorized personnel will undertake such work only in compliance with applicable FCC, OSHA and other government laws, rules, and regulations, including all laws, rules, and regulations involving radio frequency (RF) radiation emission and/or safety work standards for work performed on or near communications towers, Tanks and antenna Sites. Licensee shall provide certification of its compliance with the foregoing requirements as well as similar certification from all technicians and/or service people contracted by it to work on the Site. Such certification of compliance is to be provided at the time designation of a contractor is made to the Licensor by the Licensee, as well as provided at such time as Licensor may request. Licensee shall require all contractors, as a condition of their engagement, to agree to be bound by provisions identical to those set forth in this Agreement, specifically those provisions relating to the indemnification of the Licensor and the insurance requirements set forth herein. The engagement of a contractor by the Licensee shall not relieve the Licensee of any of its obligations under this Agreement. Workman-ship that is unsatisfactory to Licensor must be repaired within thirty (30) days of Licensor's delivery of written notice thereof to Licensee. If Licensee fails to make such repairs, at Licensee's sole cost and expense, within thirty (30) days after the delivery of such notice, Licensor may perform all the necessary repairs at Licensee's sole cost and expense and such sum shall be immediately due upon the rendering of an invoice by Licensor to Licensee as an additional fee due hereunder.

- (iii) No work performed by Licensee, or its contractors, subcontractors, or materialmen pursuant to this Agreement, whether in the nature of construction, installation, alteration or repair to the Tank or Site or to Licensee's Equipment, will be deemed to be for the immediate use and benefit of the Licensor or Tank Owner so that no mechanic's or other liens will be allowed against the Tank or Site and estate of the Licensor by reason of any consent given by Licensor to Licensee to improve the Tank or Site. If any mechanic's or other liens will at any time be filed against the Tank or Site of which the Tank or Site is a part by reason of work, labor, services, or material performed or furnished, or alleged to have been performed or furnished, to Licensee or to anyone using the Tank or Site through or under Licensee, Licensee will forthwith cause same

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to be discharged of record or bonded to the satisfaction of the Licensor. If Licensee fails to cause such lien to be discharged or bonded within ten (10) days after it has actual notice of the filing thereof, then, in addition to any other right or remedy of Licensor, Licensor may bond or discharge the same by paying the amount claimed to be due, and the amount so paid by Licensor, including reasonable attorney's fees incurred by Licensor, either in defending against such lien or procuring the bonding or discharge of such lien, together with interest thereon at the statutory rate, will be due and payable by Licensee to Licensor as an additional fee hereunder.

- (iv) All Licensee's Equipment shall be clearly marked to show Licensee's name, Site name, Site I.D., address, and telephone number and the name of a person to contact in case of an emergency, FCC call sign, frequency, output power and location. All coaxial cable relating to the Equipment shall be identified by Licensee's name and frequency at the bottom and top of the line. *Licensee shall be responsible for the proper signage at the Site per all regulatory requirements. (Not to be attached to the Tank.)* At Licensor's request, Licensee shall promptly deliver to Licensor written proof of compliance with all Federal, State, and local laws, rules and regulations in connection with any installation or modification of the Equipment.

(b) Notwithstanding anything to the contrary contained herein, Licensee agrees that in all matters where Licensor's approval is required, and Licensor determines in its sole reasonable discretion that a threat of interference or other disruption exists with the business of Licensor, Tank Owner or other existing licensees or tenants, Licensor shall have the absolute right to withhold such approval.

(c) In the event that Licensee requires an electrical power supply and/or usage different from that currently available at the Site, Licensee shall at its sole cost and expense obtain such power supply. Any work performed in connection with this Section 5(c) shall comply with the provisions of Section 5(a) hereof. Licensee hereby agrees that any power line installed by Licensee shall run within the current easement of Licensor and any deviation from such easement right shall be corrected at Licensee's expense, which sum shall be immediately due as an additional fee hereunder upon the rendering of an invoice by Licensor to Licensee.

(d) In the event a zoning variance is required in connection with the installation or modification of the Equipment, Licensor shall have the right, in its sole discretion, to either (i) cancel this Agreement, or (ii) allow Licensee, at Licensee's sole cost

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and expense, to obtain such variance. Licensor shall, at Licensee's request and expense, reasonably cooperate with Licensee in obtaining such variance.

(e) Subject to Section 5(a) (ii) above and Section 15 "Licensor Access Notification Requirement" Licensor agrees that during the term of this Agreement, Licensee's employees shall have access to Site for purposes of maintenance and repair of Licensee's Ground Equipment, twenty-four (24) hours per day, seven (7) day per week. However, ***Licensee must notify Licensor prior to gaining access to the Tank, Pursuant to Section 15 "Licensor Access Notification Requirement"***. Licensee cannot satisfy the access requirement to the Tank by leaving a telephonic message or voice mail. The Licensee agrees and covenants that it will not access the Tank without first speaking with one of Licensor's contacts listed in Section 15 "Licensor Access Requirements" to identify: (1) who will be accessing the Tank and (2) why they will be accessing the Tank. In the event that Licensee should require Licensor's assistance to gain access to the Site and or Tank, Licensee shall reimburse Licensor for all reasonable costs and expenses incurred by Licensor as a result of such emergency access. All access to the Tank and Site shall be subject to the continuing control of, as well as reasonable security and safety procedures established from time to time by Licensor. Licensor may, from time to time, establish reasonable rules relating to the Tank and Site. Licensee agrees to comply with such rules.

(f) All installation of Equipment on the Tank shall be accomplished in a manner that will minimize the impact to the structural integrity of the Tank and its interior and exterior coating. Utility Service Company must be given the "First Right of Refusal" to perform the interior touch up on Tanks that are currently being maintained by Utility Service Company. Licensor must be supplied with a copy of the Purchase Order (PO) and/or Notice to Proceed (NTP) along with a tentative schedule date of when touch up will be performed. Installation of antennas and coaxial cables shall not create a safety hazard nor interfere with the ongoing maintenance and/or operation of the Tank. Licensee shall bear all cost and expense associated with repairing coatings damaged by the installation of Licensee's Equipment.

(g) All structural analysis and drawings must be submitted in compliance with Licensor's requirements described on **Exhibit D**.

(h) All installations shall be done in compliance with Licensor's Installation Standards described on **Exhibit E**.

(i) A final inspection must be completed by a representative of the Licensor prior to Licensee being allowed to go on air. Licensee must supply advance notice to Licensor to perform inspection. Such inspection approval shall not be unreasonably withheld or delayed.

6. **Interference**

(a) The installation, maintenance and operation of the Licensee's Equipment shall not interfere electrically, or in any other manner whatsoever, with the Equipment, facilities or operations of Licensor or any of the licensees and/or tenants on the Site or the operation of the Tank. Notwithstanding anything in this Agreement to the contrary, it is expressly understood and agreed that if the installation and/or operation of Licensee's Equipment interferes with:

- (i) other radio communications systems and Equipment installed prior to the Commencement Date of this Agreement, Licensee shall upon request (verbal or otherwise) immediately suspend its operations (except for intermittent testing) and do whatever Licensor and Licensee deems necessary to eliminate or remedy the interference. If it is determined that the interference cannot be rectified by both Licensor and Licensee, then the Licensor, may at its option, terminate this Agreement upon written notice to the Licensee, whereupon the Licensee shall remove its Equipment at its sole cost and expense and in accordance with Section 9 hereof. In the event that Licensee fails to remove its Equipment within fifteen (15) days of such termination, Licensor may remove and store any and all of Licensee's Equipment at Licensee's sole cost and expense; or
- (ii) with any other radio system Equipment installed at the Site after Commencement Date of the Agreement, Licensee shall cooperate fully with Licensor and any future licensee or tenant ("Future Party") injured by Licensee's interference to remedy the interference. Licensee shall do whatever Licensor deems reasonably necessary to cure such interference, provided, however, that all costs related to remedying such interference shall be the responsibility of the Future Party, unless such interference is due to failure, defects or deficiencies in Licensee's systems, Equipment or installation.

(b) Licensee hereby acknowledges that Licensor has licensed, and will continue to license, space at and upon the Site and the Tank to third parties for the installation and operation of radio communications facilities. Licensee accepts this Agreement with this knowledge and waives any and all claims against Licensor resulting from or attributable to interference caused by present or future Equipment, facilities or methods of operation employed by Licensor in its business upon the Site. Licensee also waives all claims against Licensor arising from interference resulting to Licensee by virtue of Equipment, facilities or operations employed by any other licensee or tenant of Licensor in its business upon the Site. In the event that any such interference occurs that materially interferes with Licensee's utilization of the Site, Licensee, as its sole remedy, in lieu of any

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and all other remedies at law or in equity, may terminate this Agreement at any time thereafter by giving Licensors thirty (30) days' prior written notice to that effect, and such termination shall be effective at the end of such thirty (30) day period, provided, however, that such termination will not be effective if Licensors eliminates such interference within thirty (30) days of Licensee's termination notice. Licensee shall pay Licensors any fees due for the period up to the termination of this Agreement. Any advance payment for periods after the termination of this Agreement will be reimbursed to Licensee.

(c) Licensors reserves the right to require Licensee to relocate one or more of its antenna(s) at the Site and/or on the Tank and Licensee agrees to relocate said antenna(s) at Licensors's expense, provided that said relocation does not substantially change the operation of Licensee's Equipment.

7. **Structural Modifications and Repairs.**

In the event that Licensors, in its sole discretion, determines that any structural modifications or repairs need to be made to any portion of the Site due to the presence of Licensee's Equipment or other improvements, Licensors shall notify Licensee of the needed modifications or repairs, and the following procedures shall apply thereto:

(a) If structural modifications are necessary prior to Licensee's installation or modification of the Equipment, then either: (i) Licensee shall, at its sole cost and expense, promptly make all such noticed modifications in accordance with Section 5 hereof; or (ii) If such noticed modifications are not completed within sixty (60) days of such notice, either party shall have the right to terminate this Agreement by giving the other party thirty (30) days' prior written notice of such termination.

(b) If repairs are necessary due to the presence of Licensee's Equipment, Licensee shall, at its sole cost and expense, promptly make all such noticed repairs in accordance with Section 5 hereof; provided, however, that in the event of an emergency, Licensors shall have the right to make such modifications or repairs at Licensee's expense, upon notice to Licensee, and such sum shall be immediately due as an additional fee hereunder upon the rendering of an invoice by Licensors to Licensee.

(c) Any structural modification, repairs, additions or improvements to the Tank shall become the property of the Tank owner.

8. **Tank Issues**

Licensee recognizes that the primary function of the elevated Tank is to provide water storage for the Tank Owner and its customers. Licensee understands that Licensors and/or the Tank Owner may find it necessary from time to time to interrupt and/or interfere with Licensee's use of the Site in order to maintain, repair and monitor the Tank.

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Licensors will make every effort to minimize such interruptions, and Licensee will have no claim against Licensors or the Tank Owner for such interference or interruption. **Licensee Emergency Contact information set forth in Section 15.**

9. **Removal of Licensee's Equipment**

Provided that Licensee is not in default in the performance of its obligations hereunder, at the expiration of this Agreement or earlier termination hereof, Licensee shall remove all of the Equipment. Such removal shall be performed pursuant to the guidelines set forth in Section 5 of this Agreement, without any interference, damage or destruction to any other Equipment, structures or operations at the Site or any Equipment or other licensees or tenants thereon. Licensee shall submit to the **Licensors Notice Address given in Section 15**, a removal plan and clean up plan for Licensors written approval, which approval shall not to be unreasonably withheld or delayed. Any and all interference or damage caused to the Site or to the Equipment of the licensees or tenants at the Site by such removal shall be immediately repaired or eliminated by Licensee at Licensee's sole cost and expense. If Licensee fails to make such repairs within ten (10) days after the occurrence of such damage, injury or interference, Licensors may perform all the necessary repairs, at Licensee's sole cost and expense, and such sum shall be immediately due as an additional fee hereunder upon the rendering of an invoice by Licensors to Licensee.

10. **Indemnification**

(a) Licensee shall indemnify and hold Licensors and Tank Owner harmless from (i) all costs of any damage done to Licensors or other licensees' or tenants' facilities or Equipment located at the Site that occur as a result of the installation, operation or maintenance of Licensee's Equipment or Licensee's other improvements; and (ii) any claims, demands, or causes of action for personal injuries, including any payments made under any workers compensation law or any plan of employee's disability and death benefits, arising out of Licensee's occupancy of the Site or the installation, maintenance and operation or removal of Licensee's Equipment, except only such damages, costs, claims, causes of action or demands caused solely by the gross negligence or willful misconduct of Licensors or Tank Owner.

(b) Licensors and/or Tank Owner shall not be responsible or liable to Licensee for any loss, damage or expense that may be occasioned by, through, or in connection with any acts or omissions of other licensees or tenants occupying the Site. Licensee hereby assumes the risk of the inability to operate its Equipment as a result of any structural or power failures at the Site or the failure of Licensee or Licensee's Equipment for any reason whatsoever, and Licensee agrees to indemnify and hold Licensors and/or Tank Owner harmless from all damages and costs of defending any claim or suit for damages of any kind, including, but not limited, to business interruption and attorneys' fees, asserted against Licensors and/or Tank Owner by reason of such failure.

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(c) Licensee shall also indemnify and hold Licensor and/or Tank Owner harmless from any losses, liabilities, claims, demands or causes of action for property damage or personal injuries, including any payment made under any worker's compensation law or any employee's disability and death plan benefits, arising out of or resulting from any claims, damages, losses, liabilities or causes of action resulting in any way from RF radiation emissions from Licensee's Equipment or any other harmful effect of Licensee's Equipment.

(d) Licensee shall also indemnify and hold Licensor and/or Tank Owner harmless for early termination or modifications of this License Agreement that may be required to comply with any and all future regulations imposed upon the Tank Owner by any and all regulatory entities that the Tank Owner is or shall become subject to.

11. **Condemnation, Damage or Destruction.**

Licensor and Licensee agree that Licensor and/or Tank Owner shall in no way be liable for the loss of use or other damage of any nature arising out of the loss, destruction or damage to the Site or to Licensee's Equipment located thereon by condemnation, fire, explosion, windstorms, water or any other casualty or acts of third parties. In the event that the Site or any part thereof is damaged or destroyed by elements or any other cause, Tank Owner may elect to repair, rebuild, or restore the Site to the same condition as it was immediately prior to such casualty. In such event, the payments required herein shall cease as of the date of such casualty until the Site, in Licensor's opinion, is restored to a useable condition for Licensee's operation. If the Tank Owner chooses not to repair, restore, replace or rebuild the Tank, Licensor may cancel this Agreement by giving written notice of cancellation to Licensee within thirty (30) days of such casualty. If this Agreement is canceled, the payments required herein shall terminate as of the date of such casualty. Licensor and/or Tank Owner shall not be responsible or liable to Licensee for any loss, damage or expense that may be occasioned by, through or in connection with any acts or omissions of other licensees or tenants occupying the Tank, or any part of the premises adjacent to or connected with the Tank, or for any structural or power failures or condemnation, destruction or damage to the Tank, the Equipment Shelter or Licensee's Equipment Shelter, if any. Licensee shall not be responsible or liable to Licensor/Tank Owner for any damage or expense that may be occasioned by any acts or omissions of other licensees or tenants occupying the Tank.

In the event Licensor receives notification of any condemnation proceedings affecting the Property, Licensor will provide notice of the proceeding to Licensee. If a condemning authority takes all of the Property, or a portion sufficient, in Licensee sole determination, to render the Premises unsuitable for Licensee the Agreement will terminate as of the date of title vests in the condemning authority.

12. Insurance

(a) Licensee shall maintain in full force during the term of this Agreement the following insurance:

- (i) Worker's Compensation and Employers' Liability Insurance as prescribed by applicable law, including insurance covering liability under the Longshoremen's and Harbor Workers' Act and the Jones Act, if applicable;
- (ii) Comprehensive General Liability Insurance (Bodily Injury and Property Damage; and including blanket contractual and completed operations coverage), the limits of liability of which shall not be less than \$1,000,000 each occurrence and in the aggregate in respect of bodily injury, including death, arising from any one occurrence, and \$1,000,000 each occurrence and in the aggregate in respect of damage to property arising from any one occurrence, and umbrella policy of not less than \$5,000,000 each occurrence and in the aggregate.

(b) The above insurance shall provide that Licensor will receive not less than thirty (30) days written notice prior to any cancellation of, or material change in, the coverage under such insurance policies. The insurance specified in Section 12(a)(ii) above shall contain a waiver of subrogation by Licensee against Licensor and Tank Owner and shall include the name Licensor and Tank Owner as additional insured, and shall provide that the insurance is primary coverage with respect to all insured and contain a standard cross-liability endorsement. Licensee shall furnish to Licensor a certificate of insurance confirming that the insurance coverage as specified herein is in full force and effect. Insurance certificate must be submitted by Licensee to Licensor upon execution of this Agreement.

(c) Notwithstanding the foregoing insurance requirements, the insolvency, bankruptcy, or failure of any insurance company carrying insurance for Licensee, or the failure of any such insurance company to pay claims as they accrue, shall not be held to waive any of the provisions of this Agreement or relieve Licensee from any obligations under this Agreement.

13. Assignment

(a) Licensor and Tank Owner reserve the right to assign, transfer, mortgage or otherwise encumber their interests in the property on which the Tank is located and/or Licensor reserves the right to assign, transfer, mortgage or otherwise encumber Licensor's interest in the Agreement. Licensee agrees, upon demand, to execute and deliver to Licensor and/or Tank Owner such further instruments subordinating this Agreement in connection

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with any debt or financing transaction of Licensor and/or Tank Owner as may be required by Licensor and/or Tank Owner or their respective lenders. Licensee further agrees to execute and deliver to any lender of Licensor and/or Tank Owner an estoppel certificate containing such information as may be reasonably requested by such lender.

(b) Licensee may not assign, sublease or sublicense or otherwise transfer all or any of its interest under this Agreement (including, without limitation, diplexing of signals, granting of shared use rights, or utilizing digital or analog interconnect facilities for itself or others) without the prior written consent of Licensor. Notwithstanding the foregoing and so long as Licensee is not then in default hereunder, Licensee may assign this Agreement with Licensor's prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed, to any of the following: (i) Any corporation, partnership or other entity which controls, is controlled by or under common control with Licensee, provided that new Licensee shall continue to remain liable to Licensor hereunder; (ii) Any corporation or other entity resulting from the merger or consolidation of Licensee; (iii) Any corporation, partnership, or other entity or person which acquires all or substantially all of the assets of or fifty percent (50%) or more of the stock of or equity ownership interest in Licensee, any assignee must assume in full and in writing all of the obligations of Licensee under this Agreement.

14. Common Equipment

Licensor contemplates that it may at its option, furnish and install antennas, transmission lines, combiners, multicouplers and/or other related Equipment (herein called "Common Antenna Systems") at the Site. Provided that Common Antenna Systems are compatible with Licensee's Equipment, as reasonably determined by Licensee in its sole discretion, Licensee agrees to connect its Equipment to Licensor's Common Antenna Systems within one hundred and eighty days of written notice containing a detailed description of the proposed Common Antenna Systems. After receipt of such notice Licensee may elect to (a) terminate this Agreement, or (b) so connect, or (c) provide Licensor with documentation that reasonably evidences that the proposed Common Antenna Systems will negatively impact Licensees telecommunications capability or signal emanating from this Site and continue "as is". If Licensee does not respond in said period, Licensee shall be deemed to have elected option (b). If Licensee elects option (a), such termination shall be effective one hundred and eighty (180) days after the date of such notice to Licensor.

15. Notices

All notices, demands, requests, or other communications which are required to be given, served or sent by one party to the other pursuant to this Agreement shall be in writing, and shall be mailed, postage prepaid, by registered or certified mail, or by a reliable overnight courier service with delivery verification, to the following addresses or at such other address as may be designated in writing by either party:

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Licensor Notice:

Utility Service Communications co., inc
Attn: Debbie Sullivan/Vice President Site Management
P.O. Box 1350
535 Courtney Hodges Blvd.
Perry, GA 31069

Licensor Accounts Receivable:

Utility Service Communications co., inc.
P.O. Box 1350
Perry, Ga. 31069

Please include Licensor's Project Number on remittance

Licensor Access Notification Requirement: Pursuant to Sections 5 (e) and 18 (c)

Lee Duke – Project Manager
478-988-5260 or 478-396-0843

OR

Debbie Sullivan – VP Site Management
478-988-5255 or 478-396-9534

Licensee Notice:

New Cingular Wireless PCS, LLC
Attn: Network Real Estate Administration
Re: Cell Site #: 026-158
Cell Site Name: A01
Fixed Asset No.: 10031259
12555 Cingular Way
Alpharetta, GA 30004

Licensee Legal Dept:

New Cingular Wireless PCS, LLC
Legal Department/Real Estate
Re: Cell Site #: 026-158
Cell Site Name: A01
Fixed Asset No.: 10031259
1025 Lenox Park Blvd., NE. 5th Floor
Atlanta, GA 30319-5309

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Licensee Accounts Payable:

New Cingular Wireless PCS, LLC
Attn: Accounts Payable
Re: Cell Site #: 026-158
Cell Site Name: A01
Fixed Asset No.: 10031259
1255 Cingular Way
Alpharetta, GA 30004

Licensee Emergency Contact: Pursuant to Section 8

AT&T NOC (800) 298-3551

Notice given by certified or registered mail or by reliable overnight courier shall be deemed delivered on the date of receipt (or on the date receipt is refused) as shown on the certification of receipt or on the records or manifest of the U.S. Postal Service or such courier service.

16. Default

(a) Any one or more of the following events shall constitute a default ("Default") by Licensee under this Agreement:

- (i) Licensee's failure to pay any fees, additional fees or other payments set forth herein and such failure continues for ten (10) business days after Licensor provides written notice thereof to Licensee;
- (ii) the abandonment by Licensee of either the Equipment or that portion of the Site upon which the Equipment was installed;
- (iii) the prosecution of any case, proceeding or other action under any existing or future law of any jurisdiction, domestic or foreign, relating to bankruptcy, insolvency, reorganization or relief with respect to Licensee, or seeking reorganization, arrangement, adjustment, winding-up, liquidation, dissolution or other relief with respect to Licensee or Licensee's debts;
- (iv) the making by Licensee of an assignment or any other arrangement for the general benefit of creditors under any state statute; or

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- (v) Licensee's failure to perform any other of its obligations under this Agreement and such failure continues for thirty (30) days after Licensor gives written notice thereof to Licensee.

(b) In the event of a Default, Licensor shall be entitled at Licensor's option to terminate this Agreement and to remove all of Licensee's Equipment, improvements, personnel or personal property located at the Site at Licensee's sole cost and expense. In the event that Licensor should, as a result of the default in the performance by Licensee of its obligations hereunder, incur any costs or expenses on behalf of Licensee or in connection with Licensee's obligations hereunder, such sums shall be immediately due to Licensor as an additional fee hereunder upon rendering of an invoice by Licensor to Licensee.

(c) At any time or from time to time after the removal of the Licensee's property from the Site pursuant to Section 16(b) above, whether or not the current term of this Agreement shall have been terminated, Licensor may (but shall be under no obligation to) re-license Licensee's former space at the Site, or any part thereof, for the account of the Licensor, for such term or terms (which may be greater than or less than the period which would otherwise have constituted the balance of the current term of this Agreement) and on such conditions (which may include concessions or free site fees) and for such uses as Licensor, in Licensor's absolute discretion, may determine, and may collect and receive payments therefrom. Licensor shall not be responsible or otherwise liable for any failure to re-license Licensee's former space at the Site or any part thereof or for any failure to collect any payments due upon any such re-licensing.

(d) No Default pursuant to this Section 16, by operation of law or otherwise (except as expressly provided herein), no removal of Licensee's property from the Site pursuant to the terms of this Agreement, and/or no re-licensing of Licensee's former space at the Site shall relieve Licensee of Licensee's obligations or liabilities hereunder, all of which shall survive such Default, removal and/or re-licensing. Without limiting the foregoing, upon Licensee's removal from the Site pursuant to this Section 16, Licensee shall nonetheless remain liable for all license fees and other payments hereunder for the remainder of the then-current term.

(e) All of the rights, powers, and remedies of Licensor provided for in this Agreement or now or hereafter existing at law or in equity, or by statute or otherwise, shall be deemed to be separate, distinct, cumulative and concurrent. No one or more of such rights, powers, or remedies, nor any mention or reference to any one or more of them in this Agreement, shall be deemed to be in the exclusion of, or a waiver of, any other rights, powers, or remedies provided for in this Agreement, or now or hereafter existing at law or in equity, or by statute or otherwise. The exercise or enforcement by Licensor of any one or more of such rights, powers, or remedies shall not preclude the simultaneous or later exercise or enforcement by Licensor of any or all of such other rights, powers, or remedies.

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(f) Licensor shall not be deemed in default in the performance of any obligation unless Licensor has failed to perform such obligation within (30) days following Licensor's receipt of written notice of such default from Licensee; provided, however, that if Licensor's obligation is such that more than (30) days are required for its performance, then Licensor shall not be deemed to be in default if it shall commence such performance with the 30 day period and thereafter, diligently prosecute the obligation to completion.

17. **Taxes**

Licensee shall pay all personal property or real property taxes assessed against, or the portion of such taxes attributable to, Licensee's Equipment and/or its improvements. Licensee shall not be obligated to pay real property taxes or other fees and assessments attributable to the Tank or the Site.

18. **Operational Responsibilities**

(a) Licensee, at its sole cost and expense, shall be responsible for the maintenance of its Equipment and its improvements, if any, in accordance with Section 5 herein and all applicable laws, rules, ordinances and regulations.

(b) In the event that Licensor determines that the installation or operation of the Equipment is resulting in corrosion or damage to the integrity of the Tank, Licensee shall take corrective action at its sole expense within thirty (30) days after it becomes aware of such corrosion or damage in order to eliminate the corrosion or damage. If Licensee fails to take such corrective action within said thirty (30) day period, Licensor may perform all the necessary corrective action at Licensee's sole cost and expense and such sum shall be immediately due as an additional fee hereunder upon the rendering of an invoice by Licensor to Licensee.

(c) Subject to Section 5 (e) and Section 15, Licensor agrees that Licensee shall have limited access to the Tank for the purpose of installing Licensee's Equipment, and that during the continuation of this Agreement. ***Licensee must give notification prior to gaining access to the Tank and Site Pursuant to Section 15 "Licensor Access Notification Requirements"***. Licensee agrees that only authorized engineers of Licensee, or persons under their direct supervision, will be permitted to enter the Site for any purpose as permitted herein. Licensee understands and agrees that other licensees and their authorized representatives shall also have limited access to the Site and the Tank for similar purposes, and that Licensor shall not be responsible for the actions of any of such parties.

(d) Licensor at all times during the term of this Agreement will maintain the Tank and all associated Tank lighting in compliance with all applicable federal, state and local laws, rules and regulations relating to communications tower/structure lighting, including, without limitation, Part 17 of the rules and regulations of the Federal

Communications Commission (the "FCC"). In the event that Licensee receives notice or otherwise obtains knowledge that the Tank lighting is not in compliance with any applicable law, rule or regulation, Licensee will immediately so notify Licensors (by fax or by telephone, confirmed in writing) and will cooperate with Licensors in curing any such noncompliance.

19. **RF Emissions Compliance**

(a) Licensee is aware of its obligation to comply with all applicable rules and regulations of the FCC pertaining to RF emissions standards, as well as applicable rules and/or regulations of any other federal or state agency (including, but not limited to, OSHA) having jurisdiction over the installation, operations, maintenance and/or working conditions involving RF emissions and/or safety and work standards performed on or near communication towers and antenna Sites. Licensee agrees to be solely responsible for compliance with all applicable FCC and other governmental requirements with respect to the installation, operation and maintenance of its Equipment and for repairs to its Equipment at the Site. Licensee will immediately remedy its operations to comply with such laws, rules and regulations as they apply to its operations and/or the operations of all tenants and users taken in the aggregate at the Site.

(b) Licensee shall take any and all steps required to cooperate with all tenants and users at the Site to comply individually and in the aggregate with all applicable FCC and other governmental RF emissions standards. In this respect, Licensee agrees to pay to Licensors its pro rata share of the cost of any engineering studies performed at the request of the Licensors at the Site involving the measurement of RF emissions and RF emissions compliance pertaining to the Site and the development of the initial Site specific safety plan. The expense for subsequent changes to a Site safety plan caused by antenna modifications or additions shall be borne by the party or parties responsible for such changes or additions.

20. **Disclaimer of Warranties**

LICENSOR HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ASSOCIATED WITH THE TANK OR SITE. LICENSEE ACCEPTS THE TANK AND SITE "AS IS".

21. Waiver of Licensor/Tank Owner's Liens

Licensor/Tank Owner waives any and all lien rights it may have, statutory or otherwise, concerning the Licensee's Communication Equipment or any portion thereof. Licensee's Communication Equipment shall be deemed personal property for purposes of this Agreement. Licensor consents to Licensee's right to remove all or any portion of the Licensee's ground Equipment from time to time in Licensee's sole discretion with prior notification to Licensor.

22. Miscellaneous

(a) This Agreement shall not be modified, extended or terminated (other than as set forth herein) except by an instrument duly signed by Licensor and Licensee. Waiver of a breach of any provision hereunder and circumstances will not constitute a waiver of any subsequent breach of such provision, or of a breach of any other provision of this Agreement.

(b) Licensor and Licensee represent and warrant to each other that no broker was involved in connection with this transaction and each party agrees to indemnify and hold the other harmless from and against the claims of any broker made in connection with this transaction.

(c) No modification of this Agreement of Licensee's space at the Site or any part thereof or of any interest therein by Licensee shall be valid or effective unless agreed to and accepted in writing by Licensor, and no act by any representative or agent of Licensor, other than such a written Agreement and acceptance, shall constitute an acceptance thereof.

(d) This Agreement embodies the entire Agreement between the parties and supersedes all prior or contemporaneous Agreements between the parties with regard to the subject matter hereof. If any provision herein is invalid, it shall be considered deleted from this Agreement and shall not invalidate the remaining provisions of this Agreement.

(e) This Agreement may be executed in counterpart copies, each of which shall be deemed an original, but all of which together shall constitute a single instrument.

(f) All section headings and captions used herein are for the convenience of the parties only and shall not be considered a substantive part of the Agreement.

(g) This Agreement shall be governed by and construed in accordance with the laws of the State in which the Site is located.

(h) This Agreement creates a license only and Licensee agrees and acknowledges that Licensee does not and shall not claim at any time any real property interest or estate of any kind or extent whatsoever in the Site by virtue of this Agreement or

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Licensee's use of the Site pursuant hereto. Nothing herein contained shall be construed as constituting a partnership, joint venture or agency between Licensor and Licensee.

(i) Neither this Agreement nor any memorandum hereof shall be recorded in the land records of any county or city or otherwise without the prior written consent of Licensor.

(j) Licensor warrants, represents and agrees that neither the Licensor, nor to the best of Licensor's knowledge, any third party has used, generated, stored or disposed of any hazardous materials in, on or under the property on which the Tank is located to the best of Licensor's knowledge.

Remainder of page left blank intentionally

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IN WITNESS WHEREOF, the undersigned have executed this Agreement.

LICENSOR:

UTILITY SERVICE COMMUNICATIONS Co., Inc.

By: _____

Name: Debbie Sullivan

Title: Vice President Site Management

Date: _____

LICENSEE:

New Cingular Wireless PCS, LLC

By: AT&T Mobility Corporation

Its: Manager

By: _____

Name: Rachel S. Kutz

Title: Executive Director - Network

Date: _____

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Exhibit A

Tank Owner: Augusta Georgia
Site Address: 3705 Fairington Road
Hephzibah, GA 30815
Licenser Project No.: 120457
Licensee: AT&T
Licensee I.D.: 026-158

1. Frequencies: Existing:
Transmit: 1940-1985 MHz
Receive: 1860-1890 MHz

New
Transmit: 1940-1985 MHz
Receive: 1860-1890 MHz

2. FCC call letters: KNLG639

3. Type of Service: PCS

4. Existing to remain:
Transmitter(s): One (1)
Make: Ericsson
Model: 2106
Power Output: 43 dBm
ERP: 685.49 watts

Existing to be removed: N/A
Transmitter(s): None
Make: N/A
Model: N/A
Power Output: N/A
ERP: N/A

New:
Transmitter(s): One (1)
Make: Ericsson
Model: 3206
Power Output: 43 dBm
ERP: 685.49

5. Existing to remain:
Receiver(s): One (1)
Make: Ericsson
Model: 2106

Existing to be removed:
Receiver(s): None
Make: N/A
Model: N/A

New:
Receiver(s): One (1)
Make: Ericsson
Model: 3206

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6. Existing to remain:

TMA(s): Six (6)
Make: Andrew
Model: ETM190G-12UB
Dimensions: 15.8" x 6.9" x 2.9"
Weight: 16 lbs

New:

TMA(s): Six (6)
Make: Andrew
Model: ETM190G-12UB
Dimensions: 15.8" x 6.9" x 2.9"
Weight: 16 lbs

7. Existing to remain:

Antenna(s): Six (6)
Make: RFS
Model: AXE196515-52T2
Dimensions: 64" x 8" x 6" / 26 lbs
Type: Crosspole Panel

New:

Antenna(s): Three (3)
Make: Kathrein
Model: 742-215
Dimensions: 51.3" x 6.1" x 2.7" / 16.5 lbs
Type: Panel

8. Existing to remain:

RCU(s): None
Make: N/A
Model: N/A
Dimensions: N/A
Number and Size Coaxial Cable: N/A

New:

RCU(s): Three (3)
Make: Kathrein
Model: 860-10025
Dimensions: 7.6" x 2.3" x 1.9" / 1.16 lbs
Number and Size Coaxial Cable: One (1) 3/8" cable

Existing to be removed:

TMA(s): None
Make: N/A
Model: N/A

Existing to be removed:

Antenna(s): None
Make: N/A
Model: N/A
Dimensions: N/A
Type: N/A

Existing to be removed:

RCU(s): None
Make: N/A
Model: N/A
Dimensions: N/A
Number and Size Coaxial Cable: N/A

RCU cable must be attached to
Licensees Antenna coax Run.

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9. Existing to remain:

Transmission Line(s): Ten (10)
Make: Andrew
Color: 8/ White & 2 Black
Size: 8 @ 1 5/8" and 2 @ 2 1/4"
Line Type & Length: coaxial / 127'

Existing to be removed:

Transmission Line(s): None
Make: N/A
Color: N/A
Size: N/A
Line Type & Length: N/A

New:

Transmission Line(s): Six (6)
Make: Andrew
Color: White
Size: 1 5/8"
Line Type & Length: Coaxial / 127'

10. Generator – None

11. Fuel Tank – Size: N/A
Size:

12. Antenna mounting height, mounting orientation, and floor and ground space usage
(attach sketch of orientation and floor and ground space usage)

- (a) Removing Zero (0) antennas mounted on balcony at the 107' level.
- (b) Adding Three (3) antennas to be mounted on the existing vacant post one (1) per sector on the balcony at the 107' level, giving Licensee a total of nine (9) antennas on the balcony at a maximum separation between posts of five feet in each sector.
(Mounting method and exact location subject to review and approval by Licensor).
- (c) Alpha position at 0 degrees
Beta position at 120 degrees
Gamma position at 240 degrees
- (d) Licensee's Existing Ground space measuring 18' x 18' for Licensees cabinets will remain the same.

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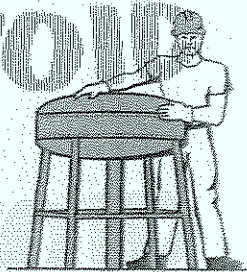
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Exhibit B

Attach a copy of Wireless Communications Management Agreement
Attach a copy of Licensor's W-9

1. Tank Owner: Augusta Georgia
2. Address of Tank: 3705 Fairington Road
Hephzibah, GA 30815
3. Coordinates: LT: 33° - 22' - 52.44" by LN: 082° - 05' - 28.26"
4. Tank Height: ~127'AGL
5. Licensee's Ground Space: Size 18' X 18'
6. Site Plan – Sketch attached

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UTILITY SERVICE COMMUNICATIONS CO., INC

A UTILITY SERVICE GROUP CO.

535 General Courtney Hodges Blvd. • P.O. Box 1350 • PERRY, GA 31069

Phone: (478) 987-4663

Fax: (478) 987-1844

(800) 679-7819

Web: www.utilityservice.com

WIRELESS COMMUNICATIONS MANAGEMENT AGREEMENT

This agreement is entered into by and between Augusta, Georgia, hereinafter known as the Owner, and Utility Service Communications Co., Inc., a Utility Service Group Co., hereinafter known as the Company.

The Owner agrees to engage the Company as an independent contractor to provide the professional services needed to market the Owner's site(s), manage the equipment installation(s), structures and enclosures as required, and provide the ongoing management and administration of all wireless communications apparatus and facilities on the water storage tanks listed on Schedule A (attached), each hereinafter known as the Tank (additional tanks may be added by addendum).

This agreement binds the Company to total responsibility for the marketing, management and installation of all revenue generating antenna co-locations on the Tank. In order to provide these services, the Company shall:

1. Market tanks regionally and nationally.
2. Choose antenna customers to ensure that the Tank is not damaged, the life of the Tank is not compromised, that OSHA, FCC, FAA and AWWA compliance is met, and the Owner's maintenance fees are not increased due to co-location, provided tanks are in the Utility Service Co., Inc. Maintenance Program.
3. Negotiate and enter into licensing agreements with potential users of the Tank for antenna space. The primary goals of the negotiations shall be the maximization of income to the Tank Owner and the preservation of the tank and its contents and the minimization of liability to the tank owner associated with the co-location of antennas.
4. Coordinate and approve all frequency and power output of the antennas mounted on the Tank to prevent conflict between licensees and to ensure compliance with safety guidelines and regulations.
5. Ensure appropriate structural analysis of the tank and review and approve installation designs, prior to any modifications to the tank, to ensure the structural integrity of the tank.
6. Provide billing and collection of fees associated with license agreements, ensure that payments are made in association with the co-location, and provide necessary accounting and reporting services.
7. Provide current certificates of insurance coverage to the Owner.
8. Furnish structures, enclosures, mounting hardware and other support services/equipment as required by the antenna licensee at no cost to tank owner.
9. Provide a Site Safety Plan for each tank with antenna users, updating as needed to meet requirements.
10. Provide ongoing management and administration by monitoring and implementing required practices and procedures as the regulatory environment changes.

Wireless Communications
Management Agreement
Page Two

The Company shall be responsible for its own overhead expenses incurred in connection with the performance of this agreement. The Company shall also collect from each licensee the expenses and charges associated with each license. The Owner shall be responsible for tank maintenance and upkeep of the site.

To properly perform its duties, the Company shall have authority to take appropriate actions to bring about efficient operation and maintenance of antenna licensing on the Tank. The Company shall have the exclusive authority to enter into multi-year license agreements for the use of antenna mounting and equipment shelter space.

As compensation, the Company

The cost for services, equipment, hardware, structures, etc. which are subject to contract between the Company and any antenna licensee, will not affect the site fee due the tank owner.

This agreement shall bind and remain in force to the benefit of the parties, their legal representatives, successors and assigns, including, without limitation, a successor by merger. The Company agrees to indemnify and hold the Owner harmless for any liability incurred in connection with services rendered under this agreement.

This agreement may be modified only by addendum which is signed by both parties. It is agreed that future environmental, health, safety, or other governmental regulations which cause significant changes to the management of antenna co-location shall be just cause for modification of this agreement.

The Owner covenants that they have good and sufficient title and interest to the premises and have full authority to enter into and execute this agreement.

The Owner may terminate this agreement if the Company violates one or more of its terms and such violation result in material detriment to the Owner. If the Owner deems that the Company has violated such terms, then it shall give written notice describing the default and granting the Company thirty [30] days to cure the default. If the Company fails to substantially cure the default within thirty [30] days of receipt of the notice, the Owner may terminate this agreement. The Company may terminate this agreement only after one hundred eighty [180] days written notice to the Owner. The initial term of this agreement shall be ten [10] years. At the expiration of the initial term, this agreement will be automatically extended for the remaining term of any antenna license agreement(s).

This Agreement signed this 15th day of September, 2006

OWNER

Signature

DAVID S. COVATTA

Name and Title (print) MAYOR

Witness CLERK OF COMMISSION

seal:

UTILITY SERVICE COMMUNICATIONS co., inc

Signature

Debbie Sullivan, Vice President Site Management

Name and Title (print)

Witness

seal:

WIRELESS COMMUNICATIONS MANAGEMENT AGREEMENT

SCHEDULE A, Page 1 of 3 TANK LIST

CUSTOMER NAME: Augusta Utilities, GA
ADDRESS: 2760 Peach Orchard Rd., Augusta, GA 30906

TANK # AND TYPE: Prison Tank
TANK ADDRESS: Tobacco Rd. & Hwy 25
CITY, STATE ZIP: Augusta, GA 30901 Richmond County
CAPACITY: 100,000 Elevated
COORDINATES: Latitude 33° 22.405 N Longitude 82° 1.825 W

TANK # AND TYPE: Belair Rd. Tank
TANK ADDRESS: Belair Rd. & Jimmy Dyers Pkwy Tank 3936
CITY, STATE ZIP: Augusta, GA 30901 Richmond County
CAPACITY: 1,000,000 Elevated
COORDINATES: Latitude 33° 27.44 N Longitude 82° 47.39 W

TANK # AND TYPE: Georgetown Tank
TANK ADDRESS: Deans Bridge Rd. & Kipling Dr. Tank
CITY, STATE ZIP: Augusta, GA 30901 Richmond County
CAPACITY: 500,000 Elevated
COORDINATES: Latitude 33° 25.150 N Longitude 82° 03.410 W

TANK # AND TYPE: Brown Rd. Tank
TANK ADDRESS: Brown Rd. 1711
CITY, STATE ZIP: Augusta, GA 30901 Richmond County
CAPACITY: 3,000,000 Composite
COORDINATES: Latitude 33° 24.114 N Longitude 81° 41.017 W

TANK # AND TYPE: Berckman Rd. Tank
TANK ADDRESS: Washington Rd. & Berckman Rd.
CITY, STATE ZIP: Augusta, GA 30901 Richmond County
CAPACITY: 500,000 Elevated
COORDINATES: Latitude 33° 30.511 N Longitude 82° 1.335 W

Owner hereby agrees to add the tank(s) listed above to the Wireless Communications Management Agreement.

This Agreement signed this day of 2006.

OWNER

DAVID S. COPELHAVER
Signature
Name and Title (print) MAYOR

Witness CLERK OF COMMISSION

UTILITY SERVICE COMMUNICATIONS co., inc

Debbie Sullivan
Signature
Name and Title (print) Debbie Sullivan, Vice President Site Management

Debbie Sullivan
Signature
Witness

WIRELESS COMMUNICATIONS MANAGEMENT AGREEMENT

SCHEDULE A, Page 2 of 3 TANK LIST

CUSTOMER NAME: Augusta Utilities, GA
ADDRESS: 2760 Peach Orchard Rd., Augusta, GA 30906

TANK # AND TYPE: South Tank
TANK ADDRESS: Mike Padgett Hwy & Clark Rd.
CITY, STATE ZIP: Augusta, GA 30901 Richmond County
CAPACITY: 500,000 Elevated
COORDINATES: Latitude 33° 17.119 N Longitude 81° 57.466 W

315

TANK # AND TYPE: Tobacco Rd. Tank
TANK ADDRESS: Tobacco Rd. & Windsor Spring
CITY, STATE ZIP: Augusta, GA 30901 Richmond County
CAPACITY: 500,000 Elevated
COORDINATES: Latitude 33° 22.621 N Longitude 82° 4.2910 W

443

TANK # AND TYPE: Fairington Rd. Tank
TANK ADDRESS: Tobacco Rd. & Fairington Rd. 3705
CITY, STATE ZIP: Augusta, GA 30901 Richmond County
CAPACITY: 250,000 Elevated
COORDINATES: Latitude 33° 22.874 N Longitude 82° 05.471 W

459

TANK # AND TYPE: Lumpkin Rd. Tank
TANK ADDRESS: Lumpkin Rd.
CITY, STATE ZIP: Augusta, GA 30901 Richmond County
CAPACITY: 250,000 Elevated
COORDINATES: Latitude 33° 24.802 N Longitude 82° 0.123 W

125

TANK # AND TYPE: Highland Tank
TANK ADDRESS: 1425 Highland Ave.
CITY, STATE ZIP: Augusta, GA 30901 Richmond County
CAPACITY: 500,000 Elevated
COORDINATES: Latitude 33° 28.287 N Longitude 82° 1.863 W

Ant. 4 Nextel Cingular
Avn Inc. Jones Interchangeable

445

Owner hereby agrees to add the tank(s) listed above to the Wireless Communications Management Agreement.

This Agreement signed this 6th day of September, 2006.

OWNER

DAVID S. COVENHAYER
Signature

DAVID S. COVENHAYER
Name and Title (print) MAYOR

Witness CLERK OF COMMISSION

UTILITY SERVICE COMMUNICATIONS co., inc

Debbie Sullivan
Signature

Debbie Sullivan, Vice President Site Management
Name and Title (print)

Robert Ruchetto
Witness

WIRELESS COMMUNICATIONS MANAGEMENT AGREEMENT

SCHEDULE A, Page 3 of 3 TANK LIST

CUSTOMER NAME: Augusta Utilities, GA
ADDRESS: 2760 Peach Orchard Rd., Augusta, GA 30906

TANK # AND TYPE: Daniels Field Airport Tank
TANK ADDRESS: 120 Jake Ellis Rd.
CITY, STATE ZIP: Augusta, GA 30901 Richmond County
CAPACITY: 1,000,000 Elevated
COORDINATES: Latitude 33°-28-25.5N Longitude 82°-2-4.7 W 478

TANK # AND TYPE: High Pointe Tank
TANK ADDRESS: High Pointe Rd.
CITY, STATE ZIP: Augusta, GA 30901 Richmond County
CAPACITY: 1,000,000 Elevated
COORDINATES: Latitude 33°-28-55.8N Longitude 82°-1-58.7 W 501

TANK # AND TYPE: Old Waynesboro Rd. Tank
TANK ADDRESS: Old Waynesboro Rd.
CITY, STATE ZIP: Augusta, GA 30901 Richmond County
CAPACITY: 500,000 Elevated
COORDINATES: Latitude 33°-21-86.9N Longitude 81°-59-88.0 W 266

TANK # AND TYPE: Greenland Tank
TANK ADDRESS: Greenland Rd.
CITY, STATE ZIP: Augusta, GA 30901 Richmond County
CAPACITY: 500,000 Elevated
COORDINATES: Latitude 33°-28-02.5N Longitude 81°-56-85.8 W 138

TANK # AND TYPE: Walton Way Tank
TANK ADDRESS: Walton Way Ext. 3607
CITY, STATE ZIP: Augusta, GA 30901 Richmond County
CAPACITY: 750,000 Elevated
COORDINATES: Latitude 33°-29-26.9N Longitude 82°-4-38.6 W 407
Ant 2 Circular - Airgate (Spring)

Owner hereby agrees to add the tank(s) listed above to the Wireless Communications Management Agreement.

This Agreement signed this 15th day of September, 2006.

OWNER

Signature

DAVID S. COPENHAVER
Name and Title (print) MAYOR

Witness CLERK OF COMMISSION

UTILITY SERVICE COMMUNICATIONS co., inc

Signature

Debbie Sullivan
Name and Title (print) Vice President Site Management

Witness

Form W-9
(Rev. October 2007)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give form to the
requester. Do not
send to the IRS.

Print or type
See Specific instructions on page 2.

Name (as shown on your income tax return) UTILITY SERVICE COMMUNICATIONS CO, INC	
Business name, if different from above	
Check appropriate box: ☐ Individual/ Sole proprietor ☒ Corporation ☐ Partnership ☐ Other ▶	
☐ Exempt from backup withholding	
Address (number, street, and apt. or suite no.) 535 GENERAL COURTNEY HODGES BLVD; PO BOX 1350	
City, state, and ZIP code PERRY, GA 31069	Requester's name and address (optional)
List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number								

or

Employer identification number									
5	8	2	5	8	7	4	6	5	

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

Sign
Here

Signature of
U.S. person ▶

Debbie Sullivan

Date ▶

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

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Exhibit C

List and attach copies of all licenses and permits, Phase I, Phase II, NEPA, SHPO findings pertinent to the Site, and a current insurance certificate
(Insurance certificate must contain waiver of subrogation)

Attach Executed lease termination

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Exhibit D

Utility Service Communications co., inc. (USCCI)

Structural & Drawing Requirements

Structural Requirements:

Gross Analysis, with calculations, of the entire structure using wind loads appropriate for the geographical area per the latest AWWA code requirements. The analysis must show the actual versus allowable stresses for the anchor bolts, wind rods, columns and struts. In addition, local stresses should be evaluated at the antenna supports attachment points.

Summary page must include:

1. Size of Tank (Capacity in gallons).
2. Total number of posts if corral installation and number of coax.
3. Total number of antenna and coax if balcony installation.
4. Wind load used (MPH).
5. Diameter of Tank bowl and balcony.
6. Total Tank height.
7. Balcony height.

Drawing Requirements:

1. All drawings must be Site specific.
2. If USCCI Project Manager has made site visit prior to drawing, a sketch of site (not to scale) will be given to Site Acquisition contact.
3. 4-6 gang meter for Power and Telco must be placed at the Site to accommodate utility meter reader.
4. Coax may be required to be buried by USCCI Project Manager and/or Tank Owner.
5. Coax must be routed on the inside (riser side) face of the Tank leg. Only exception: design of Tank would not allow.
6. 1st and/or 2nd Licensee coax must be installed in the inside of a hinged jumbo cluster bracket. 2nd and/or 3rd Licensee install on outside of same bracket, if ground Equipment location will allow.
7. Tank height, RAD center height, balcony height must be on plans.
8. If Licensee is co-locating on top of Tank or corral, the diameter of Tank must be on plans. Plans must indicate current antenna locations on the Tank.
9. Only full sealed welding is allowed and must be indicated on plans.
10. All coax running over the bowl of Tank must have at least 4' separation from Tank logo and coax must be shrouded with shrouding painted to match Tank.
11. Corral must be painted to match Tank.
12. Licensee may be required to use colored coax to match Tank.
13. Painting of coax not allowed.

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14. Corral posts must be marked 1, 2, 3, etc., indicating which post Licensee will be using and the orientation of the antenna's. Post #1 to align with True North. (No skipping of post within a sector)
15. The number of coax installed must be denoted on plans.
16. Licensee may be required to install a "Stymielock" at the compound entry gate. If applicable this lock must be denoted on the drawings.
17. Signature box must be included on the title sheet. Signature box to include:
 - a. USCCI Project Manager
 - b. Licensee Project Manager
18. The distance from Tank to Equipment shall be no less than 10'.
19. Licensed Ground area must be in concrete not gravel, due to ground maintenance problems.
20. Low-level Ice Bridge must have concrete underneath to prevent weed or grass growth.

Installation must follow Installation Standards in License Agreement along with any site-specific requirements and/or Governmental and AWWA requirements.

Installation inspection must be performed by USCCI Site Management division prior to Licensee being allowed to go on air (Regardless of Contractor).

USCCI Project Manager will make every effort to meet at the Tank Site with Tank Owner, Site Acquisition contact, Project Manager and any other parties prior to Licensee submitting for plans. This will help insure drawings are correct the first time.

Make sure all involved parties are issued these requirements as well as Installation Standards in License Agreement.

If you have any questions, please contact:

Lee Duke, USCCI Project Manager at 1-478-988-5260 or Cell: 1-478-396-0843. Or, Debbie Sullivan, USCCI Vice President Site Management at: 1-800-679-7819 or 1-478-396-9534.

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Exhibit E

**Utility Service Communications co., inc. (USCCI)
Installation Standards for Antennas and Related
Communication Equipment**

1.0 Introduction:

- 1.1 The various communication companies have been installing antennas and related communication Equipment on Tanks for a number of years, but more recently the frequency and complexity of these installations has increased dramatically. The types of installations typically being utilized have the potential of reducing the structural integrity of the Tank facility and have several adverse effects on the maintenance of the structure and its coating systems. Major Tank manufactures have historically avoided providing any engineering analysis or installation assistance with regard to this type of Equipment.
- 1.2 The purpose of this standard is to:
1. Provide a general guide for Licensee, their consultants, site construction managers, installation contractors and their crews.
 2. Prevent possible structural failure.
 3. Ensure compliance with the industry standards that were in place during the original construction of the facility.
 4. Ensure current operational and maintenance standards.
 5. Provide maintenance access to the Tank.
- New appurtenances and attachments are to be in compliance with the latest AWWA codes and regulations including proposed amendments and or commentaries.
- 1.3 Licensee may be required to install a "Stymielock" on the compound entry gate.
- 1.4 Antenna installations on Tanks without previous Licensee antenna installations will be required to furnish and erect a corral in accordance with USCCI standard design and meeting the OSHA 1926-502 Rail Requirements with a locking gate when applicable.
- 1.5 At Tank Owner's request, Licensee may be required to use colored coax to match the color of the Tank as closely as possible.

2.0 Contractor Qualifications:

- 2.1 All licensee installations require the use of certified electronics technicians, steeplejacks electricians or licensed contractors that have received USCCI approval prior to commencing any installation work. Such approval

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shall require the completion of a USCCI Contractors Qualification Package along with submittal of photographs of prior Tank installations. All installation work shall be in accordance with an USCCI previously approved installation plan. USCCI, at its sole discretion, shall have the right to supervise the installation of any and all Equipment. Certificates of insurance will be required by USCCI of any installer.

- 2.2 All approved installers shall have demonstrated capability of conforming to established manufacturer's installation standards, as well as any special standards imposed by USCCI. All work shall be performed in a neat and workmanlike manner.
- 2.3 All installers will have a certified welder per AWS D1.1 performing any welding.
- 2.4 All installers will have a demonstrated familiarity with AWWA D100 code requirements as it relates to the installation of appurtenances and attachments.

3.0 Health and Safety:

- 3.1 Access to an existing structure shall not be permitted by installation personnel without the express consent and approval of USCCI.
- 3.2 Any access to the interior of the Tank is not permitted unless the Tank is emptied, taken out of service and isolated from the water supply system.
- 3.3 Precautions shall be taken to prevent water contamination. Any intrusion to the Tank interior may be considered contamination. If contamination occurs disinfect the Tank (see ANSI/AWWA C652)
- 3.4 Lockout and Tagout procedures should be in place and followed.
- 3.5 Site keys obtained will not be duplicated. Combinations shall not be shared with anyone.
- 3.6 Personal RF monitors must be worn and examined when it is not possible to turn off the energy to any and all existing devices on the structure.
- 3.7 The coating system shall be checked for hazardous materials. Where hazardous materials are found, the environment, potable water supply and all personnel shall be protected from contamination in accordance with applicable standards.

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- 3.8 The contractor shall provide fall protection for their personnel during installation or inspection of any Equipment in accordance with OSHA.
- 3.9 Cables shall not be attached to any ladder structures, in accordance with OSHA standards.
- 3.10 Manholes and other access ports shall not be obstructed in any way by cable routing or attachments, in accordance with OSHA standards.
- 3.11 Balconies and platforms shall not be obstructed in any way by cable routing or attachments, in accordance with OSHA standards.

4.0. General Workmanship:

- 4.1 Epoxy attachments shall not be used. Epoxy compounds can lose strength at temperatures exceeding 140 degrees Fahrenheit. Additionally, epoxy compounds can be subjected to extreme stresses from thermal expansion/contraction of the metal structure due to changes in the ambient temperature and subsequently exhibit shear failure.
- 4.2 Stud welding shall not be used. A properly installed stud weld will scorch the internal coating system in the same manner as ordinary stick welding. In addition, the plate attachment to the studs is open to water seepage and corrosion from trapped water and moisture. Proper coating procedures cannot be used on the Tank surfaces that have plates or other attachments bolted to them.
- 4.3 Any penetrations larger than 3" in diameter that are to be cut into the support structure require special expertise in design and installation to minimize the possibility of structural damage to the structure. Consideration should be given to reducing the Tank water level whenever openings are cut into the support structure per AWWA recommendations. A professionally engineered solution must be provided.
- 4.4 Older Tanks are prone to hidden corrosion. A careful inspection of all components, including ultrasound thickness measurements are recommended to verify the Tank's structural strength relative to the original design. Corrective repairs should be made as recommended by a professional structural engineer competent with AWWA code requirements.
- 4.5 Antenna cables should be arranged and located to allow protective wrapping during abrasive blasting and recoating. Neatly arranged cables shall be offset from the Tank to allow maintenance contractors to perform this work without removing the cable runs. Chaining or strapping to tower legs or handrails is not allowed. Cable runs should be

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- routed under balconies or walkways to minimize access and rigging interference. Vertical coax routing up a leg should be orientated towards the center of the Tank on the inside face of the leg, typically between the struts and riser rods.
- 4.6 Licensee shall use hinged cluster brackets with snap-in clips capable of supporting twenty-four (24) 1 5/8" coax cables and shall route the coax cables on the inside of the cluster brackets.
- 4.7 Cables and antenna shall be installed to provide a minimum of 6" clearance from the coating systems. Any deviations must be expressly approved by USCCI.
- 4.8 Coax runs shall have a minimum of 4'-0" clearance from Tank logos. The coax run on the Tank bowl shall be shrouded and painted to match the Tank.
- 4.9 Coax hoisting grips shall not be supported by the balcony. The balcony is a critical structural component of the Tank structure.
- 4.10 If new antennas are installed on the top of the Tank, FAA obstruction lighting may need to be installed or raised to meet FAA guidelines. Local FAA height restrictions should be adhered to strictly.
- 4.11 Many components common to the communications industry are designed for easy shipping. When bolted together, back to back components should be seal welded to prevent future corrosion and rust streaking.
- 4.12 When electrical components are installed within the Tank support pedestal, the effects of high humidity, moisture and condensations should be considered and the Equipment adequately protected or waterproofed.
- 4.13 Interference with interior Tank components should be considered and avoided to minimize cable rerouting.
- 4.14 Penetrations shall be designed in accordance with AWWA section 3.13.
- 4.15 Penetrations through walkways and platforms shall be toe board compliant in accordance with OSHA regulations.
- 4.16 Ground bars and leads shall not be installed on any part of the structure. Full seal welded coax and antenna standoffs may be utilized for mounting ground bars and leads.
- 4.17 A structural analysis by a professional engineer competent in the application of the AWWA code requirements is required on each structure.

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4.18 All installers shall comply with applicable local, state and federal requirements. In the absence of any applicable government standards, applicable BOCA and NEC codes, as well as EIA, TIA and AWWA, Standards will apply.

4.19 All materials and workmanship are to be in compliance with the latest AWWA codes and regulations.

5.0 Welding:

5.1 All welding shall be in accordance with AWWA D100 Section 8, Welding and Section 11, Inspection and Testing. This requires all welders to be certified in accordance with AWS D1.1.

5.2 All welds to the Tank surface shall be made with E7018 low hydrogen rod and shall be smooth and free of burs and undercuts. Unacceptable welds shall be repaired as 6.1 requires to meet AWWA D100 requirements.

5.3 No welding shall be done when the ambient temperature is below 32 degrees Fahrenheit unless the cold weather welding requirements of AWWA D100, Section 10.2.1 are followed.

5.4 Penetrations shall not intersect Tank weld seams. Penetrations should clear existing seams by 6 inches. If this clearance is not possible, a review by a professional engineer shall be made of adjacent weld seams that may be affected by local welding.

5.5 Welding to the Tank or access tube opposite the water level is not permitted. The water level shall be drawn down to a level not less than 2 feet below the point of welding.

5.6 Galvanized components shall not be welded directly to the Tank surface. Galvanized surfaces mating to the Tank structure must be ground free of galvanizing prior to welding.

5.7 Tubular columns on multi-leg supported Tanks are hermetically sealed and must not be breached or punctured under any circumstance since moisture will accumulate inside the leg and eventually cause serious structure damage.

6.0 Painting:

6.1 Welding may cause blistering of the interior paint opposite the weld. Damaged interior paint surfaces shall be repaired in a manner that is compatible with the existing paint system. Exterior paint damage shall be repaired after completion of the antenna installation, and should be compatible with the existing paint system. It is recommended that a one-year anniversary inspection be made to evaluate the quality of the touchup and repainting if

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required. AWWA D102 should be consulted for proper paint procedure.

- 6.2 All painting and surface preparation shall be in compliance with SSPC and NACE regulations.
- 6.3 Utility Service Company must be given "First Right of Refusal" to perform the interior touch up on Tanks that are currently being maintained by Utility Service Company.

7.0 Electrical:

- 7.1 All installation work shall be performed in a neat and workmanlike manner. Any new installation shall not cause mechanical, electrical or electronic interference to other RF Equipment located on the site.
- 7.2 All installations shall comply with all applicable local, state and federal requirements. In the absence of any applicable government standards, applicable BOCA and NEC codes, as well as EIA, TIA and AWWA must be adhered to.
- 7.3 All RF Equipment and transmission lines installed shall be FCC type accepted for the radio service and frequencies proposed in the license Agreement and attached exhibits.
- 7.4 All transmission lines shall be attached to tower coax supports using snap-in hangers. The use of stainless steel angle adapters (Andrew 31768A or approved equal) is authorized. Cable ties are not permitted.
- 7.5 Where practical, cable runs shall be buried between the tower and electrical Equipment housing.
- 7.6 When possible, the Equipment cabinet or shelter will be located a minimum of 10'-0" from the Tank.
- 7.7 A four (4) to six (6) gang meter for Power and Telco shall be provided by the Licensee.

8.0 Equipment:

- 8.1 All transmission lines shall be tagged at the top and bottom of each run near the connector with an identification tag containing the licensee's name, with Sector location FCC or IRAC call sign and the frequency assigned. Brass tags with copper wire are preferred. Plastic tags with vinyl labels or indelible ink markings are acceptable. Licensee's name, site name, site I.D., site address, contact for the licensee, phone number and the output power must be posted at the site.
- 8.2 Licensee shall be responsible for the proper signage at the site per all regulatory requirements.

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- 8.3 Equipment shall only be installed in locations and positions determined by Utility Service Communications. The USCCI Project Manager will designate the exact locations for the installation of electric Equipment, transmission lines and antennas. If for any reason the proposed installation cannot conform to these instructions, the USCCI Project Manager shall be contacted prior to any further work.
- 8.4 All installed Equipment shall be housed in suitable EIA approved enclosures or Equipment racks. All enclosure doors and covers shall remain closed and locked at all times except during actual Equipment servicing.
- 8.5 Any new installation will not cause mechanical, electrical or electronic interference to other Licensee RF Equipment, other associated Licensee Equipment or any Licensor Equipment located in the Equipment shelter, tower structure or anywhere else on the site.
- 8.6 Equipment installed greater than 20'-0" from the Tank must have the coax run buried per applicable specifications.
- 8.7 Ice bridges must either be a maximum of 16" above grade with concrete underneath to prevent ground maintenance problems. Or, a minimum of 7'-0" above grade to allow Tank owner to maintain the grounds.

9.0 Inspections & Approvals:

- 9.1 USCCI shall be provided with 'as-built plans' or Tank mapping for review.
- 9.2 USCCI shall be provided with the structural analysis for review and approval. (See "Exhibit D" for Requirements)
- 9.3 USCCI shall be provided with all drawings for review and approval prior to start of construction. (See "Exhibit D" for Requirements)
- 9.4 USCCI must be supplied with a copy of the Purchase Order (P.O.) and/or Notice to Proceed (NTP) and a tentative schedule date of when exterior and interior touch up will be completed.
- 9.5 Contractor shall provide a closeout package at the end of the project prior to acceptance by USCCI. This package shall supply as a minimum, photographs, sweep charts, copies of permits and as-built drawings and lien waivers for subcontractors and vendors.
- 9.6 USCCI Site Management must complete a final inspection and approve prior to Licensee going on air. (Regardless of Contractor)

PROPRIETARY INFORMATION
DO NOT DUPLICATE OR RE-DISTRIBUTE WITHOUT APPROVAL

Utility Service Communications
Tank License Agreement

4-7-09
FINAL

If you have any questions regarding these installation standards,
contact:

Lee Duke, USCCI Project Manager at: 1-478-988-5260 Cell: 1-478-
396-0843 OR

Debbie Sullivan, Vice President Site Management at 1-800-679-7819
Cell: 1-478-396-9534.

PROPRIETARY INFORMATION
DO NOT DUPLICATE OR RE-DISTRIBUTE WITHOUT APPROVAL

Licensee Site: 026-001 / FA# 10019417
120 Jake Ellis Rd, Augusta, GA 30906

LEASE TERMINATION AGREEMENT

THIS LEASE TERMINATION AGREEMENT (the "Agreement") is made and entered into as of this 1st day of May, 2009, by and between **Augusta Georgia** hereinafter referred to as "LANDLORD", and **NEW CINGULAR WIRELESS PCS, LLC**, a Delaware limited liability company, successor by merger to BellSouth Personal Communications, LLC, its affiliates, successors hereinafter referred to as "TENANT".

WITNESSETH:

WHEREAS, LANDLORD and TDI, INC entered into a Co-Location Option and Lease Agreement dated July 2, 1997 a copy of which is attached hereto as Exhibit "A"; and

WHEREAS, TDI, INC. and TENANT entered into an Assignment Agreement dated October 8, 1997 a copy of which is attached hereto as Exhibit "B" (hereinafter referred to as the "Assignment"); and

WHEREAS, LANDLORD AND TENANT entered into an Amendment to Co-Location Option and Lease Agreement dated October 15, 2002 a copy of which is attached hereto as Exhibit "C" (hereinafter referred to as the "Amendment"); and

WHEREAS, TENANT and LANDLORD have agreed and desire to terminate the Lease;

NOW, THEREFORE, in consideration of the mutual covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties mutually agree as follows:

Licensee Site: 026-001 / FA# 10019417
120 Jake Ellis Rd, Augusta, GA 30906

-1-

The parties agree that the Lease shall be and the same is hereby revoked and terminated in its entirety and the Leased term thereby demised is hereby brought to an end effective at the signing of this Agreement.

-2-

LANDLORD agrees that simultaneously with the execution of this Agreement that TENANT shall execute and enter into that certain License Agreement (as Licensee), attached hereto as Exhibit "D", with Utility Service Communications, Co. Inc., (as Licensor), for the same property as described in Exhibit "A" attached hereto.

-3-

LANDLORD and TENANT hereby releases and discharges each other from any and all claims that each party has or may have against the other arising out of or resulting from the Lease.

-4-

That the parties hereto represent and warrant that the officers and/or representatives executing this Agreement have the full and complete authority to do so and each party agrees to indemnify the other from and against any liability, loss or damages resulting from the failure of such officers and or representatives having the authority to execute this Agreement.

-5-

We will hold each other mutually harmless for the performance of the contracts and termination of the same.

Licensee Site: 026-001 / FA# 10019417
120 Jake Ellis Rd, Augusta, GA 30906

IN WITNESS WHEREOF, LANDLORD and TENANT have executed this
Agreement as of the day and year first above written.

WITNESSES:

LANDLORD

Augusta Georgia

(witness #1)

By: _____
Print: _____
Its: _____

(witness #2)

STATE OF _____)

ACKNOWLEDGEMENT

COUNTY OF _____)

THE foregoing instrument was acknowledged before me this ____ day of
_____ 2009 by _____ of _____.

_____(SEAL)
Notary Public for _____
Commission Expires: _____

Licensee Site: 026-001 / FA# 10019417
120 Jake Ellis Rd, Augusta, GA 30906

WITNESSES:

TENANT

New Cingular Wireless PCS, LLC

By: AT&T Mobility Corporation
Its: Manager

[Signature]
(witness #1)

By: [Signature]
Print: Scott Davidson
Its: Real Estate Construction Manager

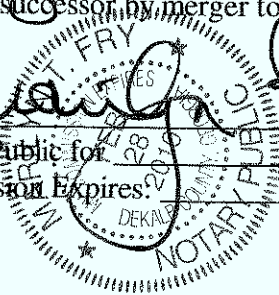
[Signature]
(witness #2)

STATE OF GA
COUNTY OF DeKalb

ACKNOWLEDGEMENT

THE foregoing instrument was acknowledged before me this 16 day of June, 2009 by Scott Davidson as Manager, of New Cingular Wireless PCS, LLC, a Delaware limited liability company, as successor, by merger to BellSouth Personal Communications, LLC.

[Signature]
Notary Public for
Commission Expires: 2010



Licensee Site: 026-001 / FA# 10019417
120 Jake Ellis Rd, Augusta, GA 30906

Exhibit A

Attach copy of Co-Location Option and Lease Agreement

CO-LOCATION OPTION AND LEASE AGREEMENT

THIS CO-LOCATION OPTION AND LEASE AGREEMENT (the "Agreement"), entered into this 2nd day of July, 1997, between RICHMOND COUNTY, GEORGIA, nka Augusta, Georgia (hereinafter referred to as "LANDLORD") and TDI, INC., a Georgia corporation (hereinafter referred to as "TENANT").

LANDLORD [~~holds leasehold interest in~~] [owns] a certain parcel of property located at Jake Ellis Street, City of Augusta County of Richmond, State of Georgia, more specifically described in Exhibit "A", attached hereto and made a part hereof (hereinafter referred to as the "Leased Premises") and LANDLORD owns a communication tower (hereinafter referred to as the "Tower") erected on the Leased Premises. TENANT desires to obtain an option to use certain designated space of the Leased Premises and the Tower as follows:

OPTION

NOW THEREFORE, in consideration of the sum of Five Hundred and 00/100's Dollars (\$ 500.00) (hereinafter referred to as the "Option Money"), to be paid by TENANT to LANDLORD upon TENANT's execution of this Agreement, LANDLORD hereby grants to TENANT the exclusive right and option (hereinafter referred to as the "Option") to use designated space of the Leased Premises and the Tower together with non-exclusive easements for access and utilities to the Leased Premises and the Tower in accordance with the terms and conditions set forth herein.

Option Period. The Option may be exercised at any time on or prior to December 31, 1997 (the "Option Period"). At TENANT's election, and upon TENANT's written notice to LANDLORD prior to expiration of the Option Period, the Option Period may be further extended for an additional period of six (6) months, through and including _____, 19____ with an additional payment of _____ Dollars (\$ _____) by TENANT to LANDLORD for the extension of the Option Period. The Option Period may be thereafter further extended by mutual agreement in writing. If TENANT fails to exercise the Option within the Option Period, as it may thereafter be extended as provided herein, the Option shall terminate, all rights and privileges granted hereunder shall be deemed completely surrendered, LANDLORD shall retain all money paid for the Option, and no additional money shall be payable by either party to the other.

*See Addendum #1

Transfer of Option. ~~The Option may be sold, assigned, or transferred at any time by TENANT to TENANT's parent company or any affiliate or subsidiary of TENANT or its parent company or to any third party agreeing to be subject to the terms hereof. Otherwise, the Option may not be sold, assigned or transferred without the written consent of LANDLORD, such consent not to be unreasonably withheld. From and after the date the Option has been sold, assigned or transferred by TENANT to a third party agreeing to be subject to the terms hereof, TENANT shall immediately be released from any and all liability under this Agreement, including the payment of any rental or other sums due, without any further action.~~ JSD MW RC

Changes in Property During Option Period. If during the Option Period or any extension thereof, or during the term of this Agreement if the Option is exercised, LANDLORD decides to subdivide, sell or change the status of the zoning of the Leased Premises or the other real property of LANDLORD contiguous to, surrounding, or in the vicinity of the Leased Premises ("LANDLORD's Surrounding Property"), LANDLORD shall immediately notify TENANT in writing. Any sale of the Leased Premises or the Tower shall be subject to TENANT's rights under this Agreement. LANDLORD agrees that during the Option Period or any extension thereof, or during the term of this Agreement if the Option is exercised, LANDLORD shall not initiate or consent to any change in the zoning of the Leased Premises or LANDLORD's Surrounding Property or impose or consent to any change in the zoning of the Leased Premises or LANDLORD's Surrounding Property or impose or consent to any other restriction that would prevent or limit TENANT from using the Leased Premises for the uses intended by TENANT as hereinafter set forth in this Agreement.

Title. LANDLORD warrants that LANDLORD is seized of good and marketable title to the Leased Premises and the Tower and has full power and authority to enter into and execute this Agreement. LANDLORD further warrants that there are no deeds to secure debt, mortgages, liens or judgments encumbering the Leased Premises and the Tower ~~except as set forth in Exhibit B attached hereto~~, and that there are no other encumbrances on the title to the Leased Premises or the Tower, ~~except as set forth on Exhibit B attached hereto~~ that would prevent TENANT from using the Leased Premises for the uses intended by TENANT as hereinafter set forth in this Agreement. JSD MW RC

Inspections. LANDLORD shall permit TENANT during the Option Period, and any extension thereof, free ingress and egress to the Leased Premises and the Tower by TENANT and its employees, agents and contractors to conduct structural strength analyses, subsurface boring tests, radio frequency tests and such other tests, investigations and similar activities as TENANT may deem necessary, at the sole cost of TENANT. TENANT and its employees, agents, and contractors shall have the right to bring the necessary vehicles and equipment onto the Leased Premises or the Tower and the LANDLORD's Surrounding Property to conduct such tests, investigations and similar activities.

Surveys. LANDLORD also hereby grants to TENANT the right to survey the Leased Premises and LANDLORD's Surrounding Property, and the legal description of the Leased Premises on the survey obtained by TENANT shall then become Exhibit "C", which shall be attached hereto and made a part hereof, and shall control in the event of discrepancies between it and Exhibit "A".

Governmental Approvals. TENANT's ability to use the Leased Premises and the Tower is contingent upon its obtaining all certificates, permits, and other approvals that may be required by any federal, state or local authorities. If requested by TENANT, any such applications may be filed with respect to, not only the Leased Premises, but also LANDLORD's Surrounding Property. TENANT will perform all other acts and bear all expenses associated with any zoning or other procedure necessary to obtain any certificate, permit, LEASE or approval for the Leased Premises deemed necessary by TENANT. LANDLORD agrees not to register any written or verbal opposition to any such procedures.

Exercise of Option. TENANT shall exercise the Option by written notice to LANDLORD by certified mail, return receipt requested. The notice shall be deemed effective on the date it is posted. On and after the date of such notice, this Agreement shall also constitute a lease agreement between LANDLORD and TENANT on the following terms and conditions:

LEASE AGREEMENT

1. **Premises:** LANDLORD hereby leases to TENANT space on the Tower to the extent necessary to enable TENANT to erect, maintain, repair, replace and operate the following and associated equipment, all for the purpose of a communications facility and uses incidental thereto:

(a) Three (3) transmit and Three (3) receive antennas and Zero (0) Microwave dish(es) to be located on the catwalk foot () to foot () level of the Tower. LANDLORD will cause a structural analysis to be performed (at TENANT's expense) to establish percentage of Tower capacity used by this equipment. TENANT may substitute number and size of antennas at any time during this Agreement as long as TENANT stays ~~between the~~ on the catwalk foot () to foot () level, does not use any additional Tower capacity and complies with all the other terms of this Agreement (i.e., interference.)

PSP
all
AC

(b) Flexible transmission lines between the antennas and communications equipment, to be anchored and installed on the Leased Premises in accordance with good and accepted engineering practices, including without limitation the right to run such lines and other cables within the line space.

AC

LANDLORD also leases to TENANT a Thirty foot by Thirty-five foot (30' x 35') area of land, being a portion of the Leased Premises, as described and depicted on the attached Exhibit "A", for locating certain equipment described as BTS equipment.

LANDLORD shall allow TENANT to pour a Ten foot by Fifteen foot (10' x 15') concrete pad within this designated leased area and place an unmanned equipment shelter within the designated area, which has been specifically described on Exhibit "A". TENANT must obtain prior written approval of same pursuant to the terms and conditions set forth in Paragraph 7 of this Agreement.

TENANT shall furnish, to its unmanned equipment shelter, electric and telephone service for the operation of TENANT's communications equipment. TENANT shall be solely liable for utility expenses relating to its installation and equipment. TENANT's electrical service shall be separately metered, and TENANT shall be responsible for all costs associated with metering, including the cost of installing any meter.

LANDLORD hereby grants non-exclusive easements for access and utilities to the Leased Premises and the Tower during the term of this Agreement, and the right to place any utilities on or to bring utilities across the Leased Premises in order to service the Leased Premises, Tower, antennas and other equipment. LANDLORD shall provide 24 hour, 7 days per week access to TENANT for maintenance purposes.

2. **Term:** ~~This Agreement shall commence upon the earlier of the start of construction of the equipment shelter and pad or the installation of the antenna on the Tower, which date shall be provided to LANDLORD in writing within ten (10) days following the start of said construction, and which written notice shall automatically become a part of this Agreement.~~ This Agreement shall then run for a period of Five (5) years, subject to the terms and conditions set forth in Paragraph 15 hereof. JSD
CWO
RC

3. **Rental:** Beginning as of the commencement date of this Agreement, as defined in Paragraph 2 above, TENANT shall pay as an annual lease fee, in advance, the sum of Twelve Thousand and 00/100's Dollars (\$ 12,000.00). Said sum shall be paid by TENANT on the anniversary of the commencement date each year thereafter throughout the term of this Agreement.

4. **Extension of Term.** TENANT shall have the option to extend the term of this Agreement for four (4) additional consecutive five (5) year periods. Each option for an extended term shall be deemed automatically exercised without notice by TENANT to LANDLORD unless TENANT gives LANDLORD written notice of its intention not to exercise any such option, in which case, the term of this Agreement shall expire at the end of the then current term. All references herein to the term of this Agreement shall include the term as it is extended as provided for in this Agreement. JSD
CWO
RC

The annual rental for the extended terms shall be as follows:

Extended Term	Annual Rental
1st	\$ 13,800.00
2nd	\$ 15,870.00
3rd	\$ _____
4th	\$ _____

JSD
aw
nc

The annual rental for the extended terms shall be payable in the same manner as the annual rental for the initial term.

~~If at the end of the fourth (4th) extended term this Agreement has not been terminated by either party, this Agreement shall continue in force upon the same covenants, terms and conditions for a further annual term, and for annual terms thereafter until terminated by either party. The annual rental fee for each additional renewal period shall be equal to the annual rental fee paid for the immediately previous term and increased by _____ percent (____%), and same increase shall apply each year thereafter should this Agreement be renewed.~~

JSD
aw
nc

5. **Tower Studies.** TENANT agrees to reimburse LANDLORD for the cost of all necessary Tower studies determining feasibility of Tower loading due to TENANT's antenna. Should Tower modification be required, the cost of all such modifications shall be borne by TENANT. TENANT shall submit plans and specifications to LANDLORD for written approval prior to commencement of any modification. LANDLORD shall conduct a Tower inspection upon completion of modification to insure work compliance. Should Tower inspection identify non-conforming work, TENANT shall correct such non-conforming work after which LANDLORD will conduct another Tower inspection to approve the corrections. Cost of the aforementioned Tower inspections and work corrections shall be at the sole cost and expense of TENANT and shall be conducted pursuant to the terms and conditions set forth in Paragraph 7 of this Agreement.

6. **Approvals.** TENANT is responsible for obtaining all necessary Federal, State and local governmental approvals.

7. **Installation Plans.** TENANT, without liability of any kind to LANDLORD, may commence work only after LANDLORD has approved all plans and specifications in writing. LANDLORD's approval shall not be unreasonably withheld or delayed. TENANT agrees to comply with all of LANDLORD's reasonable requirements. LANDLORD shall have the option to consult with TENANT's contractor prior to any installation and/or maintenance that will require access to the Tower structure.

8. **Standard for Performance.** TENANT, at its sole cost and expense, shall cause the approved work to be done and completed in a good, substantial and

workmanlike manner, free from faults and defects, and in compliance with all legal requirements, and shall utilize only first class materials and supplies. TENANT shall be solely responsible for construction means, methods, techniques, sequences and procedures, and for coordinating all activities related to the work.

9. **Payment of Costs and Expenses.** TENANT shall provide and pay for all labor, materials, goods and supplies, equipment, appliances, tools, construction equipment and machinery and other facilities and services necessary for the proper execution and completion of the work. TENANT shall promptly pay when due all costs and expenses incurred in connection with the work. TENANT shall pay all sales, consumer, use and similar taxes required by law in connection with the work, and shall secure and pay for all permits, fees and licenses necessary for the performance of the work.

10. **LANDLORD's Repairs.** LANDLORD will make, at its expense, all necessary repairs and replacements, as well as alterations required by any governmental authority having jurisdiction in and to the Tower, unless the required repairs, replacements, or alterations are solely required for the TENANT's communication equipment located on the Tower, and if so, the TENANT shall make, at its expense, all necessary repairs, replacements, and alterations as required.

11. **TENANT's Repairs.** TENANT shall maintain in a good state of repair, and in good operating condition, its antenna, transmitting and other equipment, all in accordance with good engineering practices and applicable governmental rules and regulations. In the event inspection, maintenance or repairs to TENANT's antenna and equipment are required, TENANT shall use qualified technicians and submit for LANDLORD's approval the names of technicians or contractor proposed to make necessary ascents and descents of LANDLORD's Tower.

12. **Interference.** ~~LANDLORD and TENANT shall at all times exercise the greatest care and judgment to prevent damage to the services of the other. TENANT will cause its engineers to verify, by frequency search, that its signal will not interfere with the radiating or receiving facilities of LANDLORD or others using LANDLORD's property as of the date of execution of this Agreement. In the event interference is encountered, TENANT and LANDLORD will exercise their best efforts to promptly and diligently resolve such problems immediately after notice of such interference. In the event TENANT is unsuccessful in its efforts to resolve the interference after a reasonable period (but not more than 120 days), LANDLORD may terminate this Agreement without further liability to TENANT, except as provided below. Interference shall be deemed to be any interference which violates the terms and conditions of transmitter licenses, and/or rules and regulations of the Federal Communications Commission and/or interference of LANDLORD's use, transmittal, or communications.~~ y80
wud
rc

13. Indemnification. TENANT shall be liable for any damage to the Tower, or to any equipment located on the Tower, arising out of or in connection with TENANT's use or occupancy of the Tower and Leased Premises and caused by the negligence or willful or intentional misconduct of its agents or employees. LANDLORD shall be liable for any damage to any of TENANT's equipment located on the Tower arising out of or in connection with LANDLORD's use or occupancy of the Tower and Leased Premises and caused by the negligence or willful or intentional misconduct of its agents or employees. ~~Each party agrees to indemnify, defend and hold harmless the other party from and against any and all damages, liability, loss and claims for injuries to or death of person and for damages, liability, loss and claims to the Leased Premises, appurtenances or approaches thereto, arising out of or in connection with such party's use or occupancy of the Tower and the Leased Premises.~~ JSD
CWS
RC

14. Contingencies. This LEASE is contingent upon approval by regulating governmental authorities. In the event such approval is withheld or subsequently withdrawn, or in the event that TENANT's use of said Tower is otherwise encumbered or determined to be inconsistent with the interest of LANDLORD's use of the Leased Premises, either party hereto, subject to all other terms and conditions of this Agreement, shall have the right to terminate this Agreement by ninety (90) days advance written notice to the other party, and said termination shall release LANDLORD and TENANT from all further obligations set forth herein one to the other. In such event, TENANT shall promptly remove, at TENANT's sole expense, its antenna and all other equipment and lines installed by or for the benefit of TENANT.

15. Termination. ~~In the event that LANDLORD's leasehold interest in the Leased Premises is canceled or terminated for any reason, this Agreement shall terminate as of the date of the termination of LANDLORD's leasehold interest and LANDLORD shall refund to TENANT, without interest, the pro rata share of the rent dollars that have been paid in advance of any unexpired term hereunder. LANDLORD shall provide notice to TENANT of any condition of default under LANDLORD's lease of the Leased Premises ("Master Lease"), or of the existence of any condition which upon the passage of time or giving of notice or both would become a breach under the terms of the Master Lease, and TENANT shall have the right, but not the obligation, to cure any such default under the Master Lease. LANDLORD shall be liable to TENANT for any and all costs incurred in curing such default.~~ JSD
CWS
RC

16. Default. Should TENANT fail to pay when due rent or any other amounts owed LANDLORD hereunder, or fail to cure any breach of any other provision of this Agreement after sixty (60) days written notice and demand, LANDLORD may terminate this Agreement immediately, without further notice, and require TENANT to remove, or cause to be removed, all of TENANT's equipment. TENANT shall, in such event, remain liable for any and all costs incurred for removal of TENANT's antenna, transmission lines and associated equipment from LANDLORD's Tower and for removal of associated

structures from space provided. LANDLORD shall not be liable for any damage to such equipment during its removal.

17. **Surrender of Premises.** Upon expiration or termination of this Agreement, TENANT, at its own cost and expense, shall completely remove or have removed, up to three feet (3') below grade, all structures, including antenna and associated mounting brackets, transmission equipment, concrete foundations, fences and other associated structures, and restore the Leased Premises to its original above grade condition, ordinary wear and tear excepted. If such time for removal causes TENANT to remain on the Leased Premises and Tower after the termination or expiration of this Agreement, TENANT shall pay rent at the then existing monthly pro-rata basis, until such time as the removal of TENANT's personal property and fixtures are completed.

18. **Assignment.** This Agreement may be sold, assigned or transferred at any time by TENANT to TENANT's parent company or any affiliate or subsidiary of TENANT or its parent company; to any successor entity with or into which TENANT is sold, merged or consolidated; or to any entity resulting from a reorganization of TENANT or its parent company; ~~or to any third party agreeing to be subject to the terms hereof.~~ Otherwise, this Agreement may not be sold, assigned, or transferred without the written consent of LANDLORD, such consent not to be unreasonably withheld or delayed. TENANT may sublease the Leased Premises, but will provide written notice to LANDLORD of the sublease. pk
JSD

19. **Notice.** All notices hereunder must be in writing and shall be deemed valid, if sent by certified mail, return receipt requested, or by any national courier service which requires proof of receipt, addressed as follows, or sent to any other address that the party to be notified may have designated to the sender by like notice at least thirty (30) days prior:

As to LANDLORD: Augusta, Georgia
Room 801, City-County Bldg (II), 530 Greene St.
Augusta, Georgia 30901
Attention: Administrators and Max Hicks, Dir. of Utilities

As to TENANT: TDI, Inc.
5901-A Peachtree Dunwoody Road, Suite 500
Atlanta, Georgia 30328

20. **Binding Agreement.** This Agreement shall extend to and bind the heirs, personal representatives, successors and assigns (when allowed to be assigned) of the parties hereto.

21. **Condemnation.** If the whole of the Leased Premises, or such portion thereof as will make the Leased Premises unusable for the purposes herein Leased, are

condemned by any legally constituted authority for any public use or purpose, or sold under threat thereof, then in either of said events the term hereby granted shall cease from the time when possession of the Leased Premises, inclusive of the Tower, is taken by public authorities, and rental shall be accounted for as between LANDLORD and TENANT as of that date on a pro-rata basis for rents paid in advance. Any lesser condemnation shall in no way affect the respective rights and obligations of LANDLORD and TENANT hereunder. Nothing in this provision shall be construed to limit or affect TENANT's right to an award of compensation of any eminent domain proceeding for the taking of TENANT's antenna and equipment, if taken.

22. Property Taxes. ~~LANDLORD shall be responsible for all property taxes due on the Leased Premises.~~ JSO RC tw

23. Governing Laws. This Agreement and the performance thereof shall be governed, interpreted, construed and regulated by the laws of the state wherein the Leased Premises and the Tower are located.

24. Attorney Fees and Costs. ~~In connection with any enforcement action or litigation arising out of this Agreement, the prevailing party, whether LANDLORD or TENANT shall be entitled to recover all costs incurred, including reasonable attorney's and legal assistant fees, for services rendered in connection therewith, including appellate proceedings and post judgment proceedings.~~ JSO RC

25. Final Agreement. This Agreement represents the final agreement of the parties and no agreements or representations, unless incorporated into this Agreement, shall be binding on any of the parties. **The date of this Agreement shall be the day upon which it becomes fully executed by all parties.**

26. Leasehold, Not Usufruct. This Agreement, if TENANT exercises the Option, grants to TENANT a leasehold estate and not merely a usufruct.

27. Miscellaneous. At the request of TENANT, LANDLORD agrees to execute a memorandum or short form of this Agreement in recordable form, setting forth a description of the Leased Premises, the term of this Agreement and other information desired by TENANT, for the purpose of giving public notice thereof to third parties. If LANDLORD fails to provide such document within ten (10) days of TENANT's request, TENANT, at TENANT's option, may withhold and accrue the monthly rental until such time as such document is received by TENANT.

-THE REMAINDER OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK-

IN WITNESS WHEREOF, the parties hereto have set their hands and affixed their respective seals the day and year written below.

LANDLORD:

RICHMOND COUNTY, GEORGIA

Signed, sealed and delivered this
14 day of July,
1997, in the presence of:

By: [Signature] ad
Name: Larry E. Sconyers
Title: Mayor

Unofficial Witness

Nancy W. Morawski
Notary Public
My Commission Expires: 12-5-2001

Attest: [Signature]
Lena J. Bonner ARC Clerk

Belinda G. Brown
(NOTARIAL SEAL)

TENANT:

TDI, INC., a Georgia corporation

Signed, sealed and delivered this
8th day of October,
1997, in the presence of:

By: [Signature]
Robert Cutler
President

[Signature]
Unofficial Witness

Attest: [Signature] Secretary
(CORPORATE SEAL)

[Signature]
Notary Public
My Commission Expires:

Notary Public, Gwinnett County, Georgia
My Commission Expires December 7, 1999
(NOTARIAL SEAL)

VOID

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Addendum No. 1 to Co-Location Option and Lease Agreement dated July 2, 1997, by and between RICHMOND COUNTY, GEORGIA nka Augusta, Georgia, as **LANDLORD, and **TDI, INC.**, as **TENANT****

LANDLORD and TENANT hereby agree that the terms and conditions of the Agreement are hereby supplemented and/or amended as follows:

1. ~~In the event that LANDLORD's interest in the Leased Premises is a leasehold interest, the Agreement is modified as stated hereinafter:~~

Notwithstanding anything contained in the Agreement to the contrary, LANDLORD and TENANT acknowledge that LANDLORD's interest in the Leased Premises is a leasehold interest by virtue of that certain Agreement, by and between LANDLORD, as _____, and _____, as _____, dated _____, 199____, and placed of public record by virtue of that certain Memorandum of _____, dated _____, 199____, and recorded in the public records of _____ County, in the state of _____, on _____, 199____, in Deed Book _____, Page _____ ("Master Lease"). Therefore, for purposes of the Agreement and the subsequent memorandum (referred to in Paragraph 27 of the Agreement), the defined terms of "LANDLORD" and "TENANT" are hereby deleted and replaced with "SUBLESSOR" and "SUBLESSEE", respectively. JSD
CUD
VC

Additionally, SUBLESSOR hereby swears and affirms that it has the right and the authority to lease the Leased Premises to SUBLESSEE and that any and all consents required with regard thereto have been obtained. Accordingly, SUBLESSOR does hereby agree to hold harmless and indemnify SUBLESSEE from any and all loss or damage incurred by SUBLESSEE, including attorney and paralegal fees, costs and consequential damages resulting from legal proceedings brought or threatened, the basis of which is an allegation that the Agreement violates the provisions of the Master Lease. Furthermore, as SUBLESSEE intends to title insure its leasehold interest in the Leased Premises, SUBLESSOR agrees that this indemnity shall also benefit SUBLESSEE's title insurance company, who will rely upon same in issuing said insurance.

2. In the event that the LANDLORD's interest in the Leased Premises is an ownership interest, Paragraph 15 is deleted in its entirety.

Any capitalized term used in this Addendum and not otherwise defined herein shall have the meaning given such term in the Agreement. In the event of conflict between the Agreement and this Addendum, this Addendum shall control.

LANDLORD's initials: JSD

tdicollc.ga6/10/97tc

TENANT's initials: VC

**ADDENDUM NO. 2 TO CO-LOCATION OPTION AND LEASE AGREEMENT
DATED July 2, 1997, BY AND BETWEEN RICHMOND COUNTY,
GEORGIA, AS LANDLORD, AND TDI, INC., AS TENANT, RELATING TO THE
JAKE ELLIS STREET WATER TOWER
* nka Augusta, Georgia**

LANDLORD and TENANT hereby agree that the terms and conditions of the Agreement are hereby supplemented and/or amended as follows:

1. LANDLORD and TENANT agree that the word "communication" found on the fifth line of the second paragraph of page 1 of the Agreement shall be stricken. Further, the parties agree that the Leased Premises consist in part of a water tower, which is the Tower referred to in this Agreement.

2. The term of the Option Period shall be three (3) months, running from the date that this Agreement is fully executed.

3. The second and third sentences of the fourth paragraph on page 1 of the Agreement are stricken in their entirety.

4. The first paragraph on page 2 of the Agreement is hereby stricken in its entirety and replaced with the following language:

Transfer of Option. The Option may be sold, assigned, or transferred at any time by TENANT to BellSouth Personal Communications, Inc., a Delaware corporation d/b/a BellSouth Mobility DCS, provided that said entity agrees to be subject to the terms of this Agreement. From and after the date the Option has been sold, assigned or transferred by TENANT to the entity referenced above, TENANT shall immediately be released from any and all liability under this Agreement, including the payment of any rental or other sums due, without any further action.

5. In the third paragraph on page 2 of the Agreement, the language "except as set forth in Exhibit "B" attached hereto" found at line 5 and at lines 6 and 7 of the paragraph are hereby stricken.

6. The first sentence of Section 2 of the Agreement, found on page 4 of the Agreement, is hereby stricken in its entirety and replaced with the following language:

This Agreement shall commence upon the date the Option is exercised by TENANT or the assignee identified herein.

7. Section 4 of the Agreement, found at page 4, is modified by striking, on line 2 of the first paragraph, the term "four (4)" and replacing that term with "two (2)." By virtue of this modification, TENANT shall have the option to extend the term of this Agreement for two (2) additional, consecutive 5-year periods.

The last paragraph of Section 4 of the Agreement, which is found on page 5 of the Agreement, is hereby stricken from the Agreement in its entirety.

8. Section 12 of the Agreement, found at page 6 of the Agreement, is hereby stricken in its entirety and replaced with the following language:

Interference.

(a) TENANT's equipment will not provide stray currents that will in any way damage the Tower's integrity.

(b) TENANT agrees to install equipment of types and frequencies which will not cause interference to LANDLORD or other occupants of the Leased Premises which are in place on LANDLORD's Tower as of the Commencement Date. If requested by LANDLORD, TENANT shall provide a detailed RF interference analysis showing potential conflicts between TENANT's frequencies and those of LANDLORD or other occupants already in place on LANDLORD's Tower. In the event TENANT's equipment causes such interference, TENANT will take all steps necessary to correct and eliminate the interference. If said interference cannot be eliminated within forty-eight (48) hours after receipt of written notice from LANDLORD to TENANT, TENANT shall temporarily disconnect the electric power and shut down TENANT's equipment (except for intermittent operations for the purpose of testing, after performing maintenance, repair, modification, replacement, or other action taken for the purpose of correcting such interference) and if such interference is not corrected within thirty (30) days after receipt of said written notice, TENANT agrees to remove TENANT's equipment from the Leased Premises and this Agreement shall then terminate without further obligation on either part except as may be specifically enumerated herein.

(c) In the event LANDLORD enters into lease or license agreements with others for the Leased Premises, then LANDLORD agrees to require such lessees or licensees to install equipment of types and frequencies that will not cause interference to TENANT's communications operations being conducted on the Leased Premises. LANDLORD agrees that in the event such lessee or licensee causes interference with TENANT's equipment, LANDLORD will require such lessee or licensee to take all steps necessary to correct and eliminate the interference. If said interference cannot be eliminated within forty-eight (48) hours after receipt of notice of the existence of the interference from LANDLORD to such lessee or licensee, LANDLORD shall cause such lessee or licensee to disconnect the electric power and shut down such lessee's or licensee's equipment (except for intermittent operation for the purpose of testing, after performing maintenance, repair, modification, replacement, or other action taken for the purpose of correcting such interference) and if such interference is not completely rectified to the satisfaction of TENANT within thirty (30) days after receipt of said notice by such lessee or licensee, LANDLORD shall, upon TENANT's request, cause such lessee or licensee to remove its antennae and transmitting and receiving equipment from the Leased Premises.

9. Section 13 of the Agreement, found on page 7 of the Agreement, is hereby modified as follows:

(a) The title of Section 13 is now amended to read as follows:

Indemnification; Insurance.

(b) The last sentence of Section 13 is hereby stricken and replaced with the following language:

TENANT agrees to indemnify, defend and hold harmless LANDLORD from and against any and all damages, liability, loss, and claims for injuries to or death of person or for damages, liability, loss and claims to the Leased Premises, of appurtenances or approaches thereto, arising out of or in

connection with TENANT's use or occupancy of the Tower and the Leased Premises.

(c) Section 13 of the Agreement is further amended by the addition of the following language:

TENANT shall procure and maintain at TENANT's sole cost and expense and in full force and effect throughout the term of this Agreement, such public liability and property damage policies as TENANT may deem reasonable and necessary but in no event shall said policies provide a combined single limit of less than \$1,000,000.

10. Section 15 of the Agreement, found at page 7 of the Agreement, is hereby stricken in its entirety and replaced with the following language:

Termination. Except as otherwise provided herein, this Agreement may be terminated, without any penalty or further liability upon written notice as follows:

(a) By either party upon a default of any covenant or term hereof by the other party which default is not cured within sixty (60) days of receipt of written notice of default (without, however, limiting any other rights available to the parties pursuant to any other provisions hereof);

(b) Upon thirty (30) days written notice by TENANT if it is unable to obtain or maintain any license, permit or other governmental approval necessary to the construction and operation of the facilities contemplated under this Agreement or TENANT's business; or

(c) By TENANT for any reason or no reason at all upon six (6) months' advance written notice from TENANT to LANDLORD.

11. The language "or to any third party agreeing to be subject to the terms hereof," found at the fifth line of Section 18 of the Agreement (at page 8), is hereby stricken.

12. Section 22 of the Agreement, found at page 9 of the Agreement, is hereby stricken in its entirety and replaced with the following language:

Taxes. Any taxes including but not limited to real estate and property taxes assessed on the Leased Premises shall be paid by LANDLORD except that TENANT shall pay any taxes levied on TENANT's personal property located or installed on the Leased Premises. TENANT's equipment shall remain TENANT's personal property even though it may be attached or affixed to the Leased Premises or the Tower.

13. Section 24 of the Agreement, found at page 9 of the Agreement, is hereby stricken in its entirety.

14. TENANT agrees that in installing its equipment on the Leased Premises, TENANT will not enclose any fire hydrants within the security fence which is to be erected around said equipment.

15. In installing its equipment, TENANT agrees to use Andrew hanger blox or similar equipment approved by LANDLORD to neatly arrange and secure cables to the leg or legs of the Tower.

16. Should LANDLORD, during the term of this Agreement, to include any renewals, desire to perform or be required to perform maintenance on the Leased Premises, LANDLORD shall make reasonable efforts to accomplish such work without causing or requiring any discontinuation in TENANT's telecommunication services. Should LANDLORD desire to perform or be required to perform such maintenance or repairs that cannot with reasonable efforts be accomplished without causing or requiring a discontinuation in TENANT's telecommunication services, TENANT shall be given as much advance written notice (up to thirty (30) days) of the commencement of the work requiring such discontinuation as is reasonable under the circumstances, and TENANT shall have the right to locate on the Leased Premises a mobile unit sufficient to allow TENANT to continue servicing its customers during the performance of such work.

Any capitalized term used in this Addendum and not otherwise defined herein shall have the meaning given such term in the Agreement. In the event of any conflict between the Agreement (without this Addendum) and this Addendum, this Addendum shall control.

LANDLORD's initials:

[Handwritten signature]

TENANT's initials:

RC

EXHIBIT "A"

**LEGAL DESCRIPTION OF
THE PROPERTY**

An area located behind the water works filter plant at 1425 Highland Ave. Located at the north end of the water reservoir on Richmond County Tax Map 43-2, Parcel 153. The antenna are to be attached to the water tower. This description to be more particularly described upon completion of survey.

026-001A

Item # 1 *plc*

EXHIBIT "B"

List all deeds to secure Debts, Mortgages, Liens or Judgments encumbering the Leased Premises.

If none, please state "none".

Debts:

Lender:

Loan Officer Name and Telephone:

Loan Number:

Liens:

Judgments:

Licensee Site: 026-001 / FA# 10019417

Exhibit B

Attach copy of the Assignment Agreement

Site Name: Daniel Field
Site #: 026-001/A

ASSIGNMENT AGREEMENT (GEORGIA)

THIS ASSIGNMENT AGREEMENT ("Assignment") is made and entered into this 8th day of September, 1997, by and between TDI, INC., a Georgia corporation (hereinafter "TDI"), whose address is 5901-A Peachtree Dunwoody Road, Suite 500, Atlanta, Georgia 30328, and BELLSOUTH PERSONAL COMMUNICATIONS, INC., a Delaware corporation (hereinafter "BELLSOUTH"), whose address is 3353 Peachtree Road, NE, Suite 300, Atlanta, Georgia 30326.

WITNESSETH: That for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration in hand paid, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. TDI hereby sells, transfers and assigns to BELLSOUTH, or its designee, and BELLSOUTH, or its designee, hereby accepts the sale, transfer and assignment of all rights and obligations of TDI pursuant to the provisions set forth in the CO-LOCATION OPTION AND LEASE AGREEMENT by and between RICHMOND COUNTY, GEORGIA, NKA, AUGUSTA, GEORGIA, as Landlord, and TDI, as Tenant, dated July 2, 1997 (the "Lease"), pertaining to that certain property known as: Jake Ellis Street, Augusta, Georgia 30904 (street address, city, state and zip), and located in Richmond County.

2. In consideration of the foregoing, BELLSOUTH, or its designee, shall reimburse to TDI, upon demand, any option money, deposit money, or other monies paid by TDI as set forth in said Lease. If its designee, if any, fails to timely remit the foregoing monies to TDI, BELLSOUTH shall pay such monies to TDI upon demand.

IN WITNESS WHEREOF, this Assignment has been signed, sealed and delivered as of the date first above written.

TDI, INC., a Georgia corporation

By: 

Robert Cutler, President

(Corporate Seal)

BELLSOUTH PERSONAL
COMMUNICATIONS, INC.,
a Delaware corporation

By: 

Victor Allen, Real Estate and
Construction Manager

By: 

M.H. Stephens, Technical Director

(Corporate Seal)

Licensee Site: 026-001 / FA# 10019417

Exhibit C

Attach copy of Amendment

Site Name: Daniel Field
Site Number: 026-001

AMENDMENT TO CO-LOCATION OPTION AND LEASE AGREEMENT

THIS AMENDMENT TO CO-LOCATION OPTION AND LEASE AGREEMENT ("Amendment"), is made and entered into as of this 15th day of October, 2002, by and between the **RICHMOND COUNTY, GEORGIA n/k/a AUGUSTA, GEORGIA** (the "Landlord") and **BELLSOUTH PERSONAL COMMUNICATIONS, LLC**, a Delaware limited liability company, d/b/a **CINGULAR WIRELESS**, (the "Tenant").

WITNESSETH

WHEREAS, the Landlord entered into a Co-Location Option and Lease Agreement (the "Lease") with **TDI, Inc. ("TDI")**, dated July 2, 1997, pursuant to which TDI leased certain premises of the Landlord located at Jake Ellis Street in the City of Augusta, County of Richmond, State of Georgia, more fully described in Exhibit "A" attached hereto and incorporated herein by reference (the "Premises"), for the placement of communications equipment on and around the Water Tank located on the Premises; and

WHEREAS, Tenant is TDI's successor in interest to the Lease; and

WHEREAS, the parties currently desire to amend the Lease to reflect that Tenant shall be authorized to place certain additional equipment on the Premises and to adjust the rental rate to reflect an increase due to additional equipment being placed on the Premises.

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein and in the Lease, the parties hereto agree as follows:

1. Tenant is hereby authorized to replace, modify or add to its current equipment on the Premises, which includes the following: a) three (3) transmission antennae on the Water Tank; b) six (6) transmission lines connecting the antenna and other communications equipment; and c) one (1) cabinet for the storage of communications equipment on the Premises. Tenant is hereby authorized to replace, modify or add to any or all of the equipment referenced with the following equipment: a) nine (9) transmission antennae on the Water Tank; b) twelve (12) transmission lines connecting the antenna and other communications equipment; and c) two (2) cabinets for the storage of communications equipment on the Premises.
2. As of the Commencement of the First five year Extended Term, Annual Rental shall be **Eighteen Thousand and No/100 (\$18,000.00) Dollars** and shall remain same throughout the First five year Extended Term. As of the Commencement of

Site Name: Daniel Field
Site Number: 026-001

the Second five year Extended Term, Annual Rental shall be **Twenty Thousand Seven Hundred and No/100 (\$20,700.00) Dollars** and shall remain same throughout the Second five year Extended Term. Tenant shall remit to Landlord all amounts immediately due and owing to Landlord under this Amendment upon Tenant's execution of this Amendment.

The parties hereto expressly agree that in the event of any discrepancy or contradiction between the terms of the Lease and the terms of this Amendment, full force and effect shall be given to the terms of this Amendment, and any clause, condition, restriction or other term of the Lease that contradicts any term of this Amendment is hereby declared null and void. Except as herein modified, and subject to the foregoing, every provision, condition, obligation and covenant contained in the Lease shall continue in full force and effect.

REMAINDER OF PAGE INTENTIONALLY BLANK

Site Name: Daniel Field
Site Number: 026-001

IN WITNESS WHEREOF, the parties hereto have executed, or caused their authorized representatives to execute, this Amendment as of the date first above written.

LANDLORD

**RICHMOND COUNTY, GEORGIA n/k/a
AUGUSTA GEORGIA**

WITNESSES

[Signature]
[Signature]

By: *[Signature]*
Print Name: Bob Young
Title: Mayor
Date: 10/15/02

WITNESSES

[Signature]
[Signature]

TENANT

**BELLSOUTH PERSONAL COMMUNICATIONS,
LLC, a Delaware Limited Liability Company, d/b/a
CINGULAR WIRELESS**

By: *[Signature]*
Print Name: Vincent R Clauson
Its: ED Network Operator
Date: 11-25-02

Site Name: Daniel Field
Site Number: 026-001

STATE OF SOUTH CAROLINA)
COUNTY OF RICHMOND)

I, James B. Wall, a notary public, do hereby certify that
Bob Young, as Mayor of CITY OF AUGUSTA,
GEORGIA, personally appeared before me this day and acknowledged the due execution of the
foregoing instrument.

WITNESS my hand and official seal this 15th day of October, 2002.

James B. Wall
Notary Public for South Carolina Georgia
My Commission Expires: 9/24/06

STATE OF Georgia)
COUNTY OF DeKalb)

I, Marilyn T. Fry, a notary public for said county and state, do
hereby certify that Vincent P. Brown as CEO of BELL SOUTH
PERSONAL COMMUNICATIONS, LLC, a Delaware Limited Liability Company, d/b/a
CINGULAR WIRELESS, personally appeared before me this day and acknowledged the due
execution of the foregoing instrument.

WITNESS my hand and official seal this 25th day of November, 2002.



Marilyn T. Fry
Notary Public for

Site Name: Daniel Field
Site Number: 026-001

Exhibit "A"
(Description of the Premises)

SITE 026-001A – Daniel Field

Ar. area located behind the waterworks filter plant at 1425 Highland Ave.
Located at the north end of the water reservoir on Richmond County Tax Map 43-
2, Parcel 153. The antenna are to be attached to the water tower.

Licensee Site: 026-001 / FA# 10019417
120 Jake Ellis Rd, Augusta, GA 30906

Exhibit B

Attach copy of the Assignment Agreement

Licensee Site: 026-001 / FA# 10019417
120 Jake Ellis Rd, Augusta, GA 30906

Exhibit C

Attach copy of Amendment

Licensee Site: 026-001 / FA# 10019417
120 Jake Ellis Rd, Augusta, GA 30906

Exhibit D

Attach copy of new license agreement with Utility Service Communications

Utility Service Communications
Tank License Agreement

4-7-09
FINAL



**Utility Service
Communications Co.**

Tank Owner: Augusta Georgia
Tank Location: 120 Jake Ellis Road
Augusta, GA 30906
Licensor Project No.: 120459
Licensee Name: AT&T
Licensee I.D.: 026-001 / Fixed Asset #: 10019417

License Agreement

This non-exclusive LICENSE AGREEMENT (the "Agreement") is made this _____ day of _____, 2009 by and between Utility Service Communications Co., Inc. a Georgia Corporation, whose business address is P.O. Box 1350, 535 Courtney Hodges Blvd., Perry, Georgia 31069 (herein referred to as the "Licensor" or "Company") and New Cingular Wireless PCS, LLC, a Delaware limited liability company, its affiliates and successors that elect to participate whose business address is 12555 Cingular Way, Alpharetta, GA 30004, (herein referred to as the "Licensee").

RECITALS

WHEREAS, Licensor has entered into an exclusive Wireless Communications Management Agreement (the "Management Agreement") with the owner of the Water Tank ("Tank Owner") described on **Exhibit B** attached hereto; and whereas Licensor has authority under that Agreement to enter licensing Agreements with respect to the placement of radio communications Equipment and related enclosures in or about the Site (as such term is hereinafter defined) and upon the Water Tank (as such term is hereinafter defined) and within certain enclosures and buildings on the Site; and whereas the parties hereto have mutually agreed to this License pursuant and subject to all of the terms and conditions hereinafter set forth.

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Utility Service Communications
Tank License Agreement

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NOW THEREFORE, in consideration of, and subject to, the timely, faithful and full performance of all of Licensee's obligations hereinafter set forth, Licensor does hereby grant to Licensee a license as follows:

1. **Scope of License**

Subject to the terms and conditions of this License Agreement ("Agreement"), Licensor hereby grants permission to Licensee to install, maintain and operate the radio communications Equipment ("Equipment") described in greater detail on **Exhibit A** attached hereto on the Water Tank (herein referred to as "Tank") located at 120 Jake Ellis Road, Augusta, GA 30906. (LT: 33° - 28' - 25.46" by LG: 82° - 02' - 04.17") ("Site") (Site and Tank are described in greater detail on **Exhibit B** attached hereto).

The Equipment and accessories to be installed in Licensor's Site near the base of the Tank ("Equipment Area") if any ("Licensee's Area"), provided that Licensee hereby covenants and agrees that it will not construct any improvements at the Site without Licensor's prior written approval. No outside storage of any kind at the Site is permitted by this Agreement without the prior written consent of the Licensor.

2. **Term and Termination**

(a) The term of this Agreement shall commence on the earlier of the execution of the lease termination (executed lease termination to be attached to Exhibit C) between the Licensor and the Tank Owner or May 1, 2009 ("Commencement Date") and shall continue for a period of five (5) years ("Initial Term") with four (4) additional five (5) year renewal period(s) ("Renewal Terms"), subject to Licensor's renewal of the Management Agreement (the Initial Term and the Renewal Terms shall be collectively referred to herein as the "Term"). The Renewal Terms shall commence automatically without further action on the part of Licensor or Licensee; provided, however, that either party may terminate this Agreement at the expiration of the Initial Term or at the expiration of any Renewal Term by giving the other party written notice not less than ninety (90) days prior to the expiration of the then current term.

(b) This Agreement may be terminated by Licensor upon one year (1) year written notice that the Tank is to be removed.

(c) This Agreement may be terminated by the Licensee upon sixty (60) day written notice if the Tank and or the Site has become unusable to Licensee due to: (i) uncorrected material interference with Licensee's use of the Tank and or Site resulting from the acts of a third party; or (ii) an act of God or from other natural forces beyond the control of both Licensee and Licensor.

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(d) This Agreement may be terminated at any time by Licensee with sixty (60) days written notice to the Licensor, providing that Licensee shall pay to Licensor on or prior to the date of such termination of this Agreement a sum equal to seventy percent (70%) of the aggregate regular license fees that would be due hereunder during the remaining term of this Agreement if the Agreement had not been terminated pursuant to this section 2(d).

(e) This Agreement may be terminated by either party upon default (other than a payment default) of any covenant or term hereof by the other party which default is not cured within thirty (30) days of receipt of written notice of default (without, however, limiting any other rights available to the parties pursuant to other provisions hereof). If Licensee is in default of any of its payment obligations hereunder and fails to cure such default within ten (10) business days after Licensee receives written notice thereof from Licensor, Licensor may terminate this Agreement and thereafter pursue any and all rights and remedies that Licensor may have hereunder or at law or in equity.

3. Fees

(a) Licensee shall pay Licensor a monthly fee of Two Thousand Four Hundred no/100 (\$2400.00) Dollars ("Site Fee") during the first year of the Initial Term of this Agreement, which shall be payable on September 1, 2009 and there after on the first day of every month. Subject to the provisions of Section 5(c) hereof, the Site Fee is (**exclusive**) of charges for the furnishing of electricity to Licensee with the first payment due coinciding with the commencement date.

(b) Effective on the anniversary of the Commencement Date of this Agreement during each year of the Initial Term and Renewal Term(s), the then current Site Fee payable by the Licensee to the Licensor shall be increased by an amount equal to three percent (3%) percent over the total Site Fee payable by the Licensee for the preceding twelve (12) month period.

(c) In addition to the Site Fee payable by Licensee hereunder, Licensee shall pay to Licensor upon execution and delivery of this Agreement a one time non-refundable Administrative Fee in the amount of One Thousand (\$1,000.00) Dollars.

(d) Licensee agrees that the payment of any fees, additional fees, or other payments set forth herein shall be due and paid without necessity of a demand or invoice from the Licensor, and that Licensee shall pay an additional charge of five percent (5%) of the monthly fee for each payment made more than ten (10) days after due date. **Licensee Accounts Payable Notice address set forth in Section 15.**

(e) All sums payable hereunder by Licensee, including, but not limited to, the monthly Site Fee and Administrative Fee payable pursuant to Section 3(d) hereof, shall be payable and delivered to **Licensor Accounts Receivable Notice address set forth in Section 15**, or to such other address as Licensor shall designate. To enable proper crediting

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of Licensee payments, please include the Site Name, Site Address, Licensor's Project Number and Site I.D. Number on remittance to Licensor. Licensor's federal tax identification number is 58-2587465.

4. **Inspection of Site**

The Site shall be provided in "AS IS" condition by Licensor. Licensee has visited and inspected the Site and accepts the physical condition thereof and acknowledges that no representations or warranties have been made to Licensee by Licensor as to the condition of the Site, including the Tank, as the case may be, and/or the Equipment Shelter or as to any engineering data. Licensee is responsible for determining all aspects as to the acceptability, accuracy and adequacy of the Site for Licensee's use. Licensor shall have no obligation to obtain licenses for Licensee, or to maintain, insure, operate or safeguard Licensee's Equipment.

5. **Installation, Maintenance, and Operating Procedures**

(a) Licensee shall install, maintain, and operate its Equipment during the term hereof in compliance with all present and future laws, rules and regulations of any local, State, or Federal authority having jurisdiction with respect thereto (including without limitation, the rules and regulations of the Federal Communications Commission ("FCC"), the Federal Aviation Administration ("FAA") and the Occupational Safety and Health Administration ("OSHA"). Licensee shall attach as **Exhibit C** to this Agreement copies of all FCC operating licenses, and copies of other licenses or permits, which it has been issued pertinent to this Agreement. Prior to the installation of any Equipment, or any modification or changes to the Equipment, if any (but excluding repairs, minor modifications and/or replacement with substantially similar Equipment), Licensee shall comply with the following terms and conditions:

- (i) Licensee shall submit, in writing to **Licensor Notice address set forth in Section 15**, all plans for such installations, modifications or changes for Licensor's approval, which approval shall not be unreasonably withheld or delayed. In order to assure Licensee's compliance with the provisions of this Agreement, the plans and specifications for Licensee's Equipment and any modifications thereto shall be submitted to Licensor for review and approval.
- (ii) All work performed at the Site in connection with the installation, maintenance, operation, modification, and removal of Licensee's Equipment shall be performed at Licensee's sole cost and expense either by contractors approved by Licensor, such approval shall not to be unreasonably withheld or delayed.

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Licensee shall only allow fully trained technicians and authorized personnel to work on its Equipment located at the Site and such technicians and authorized personnel will undertake such work only in compliance with applicable FCC, OSHA and other government laws, rules, and regulations, including all laws, rules, and regulations involving radio frequency (RF) radiation emission and/or safety work standards for work performed on or near communications towers, Tanks and antenna Sites. Licensee shall provide certification of its compliance with the foregoing requirements as well as similar certification from all technicians and/or service people contracted by it to work on the Site. Such certification of compliance is to be provided at the time designation of a contractor is made to the Licensor by the Licensee, as well as provided at such time as Licensor may request. Licensee shall require all contractors, as a condition of their engagement, to agree to be bound by provisions identical to those set forth in this Agreement, specifically those provisions relating to the indemnification of the Licensor and the insurance requirements set forth herein. The engagement of a contractor by the Licensee shall not relieve the Licensee of any of its obligations under this Agreement. Workman-ship that is unsatisfactory to Licensor must be repaired within thirty (30) days of Licensor's delivery of written notice thereof to Licensee. If Licensee fails to make such repairs, at Licensee's sole cost and expense, within thirty (30) days after the delivery of such notice, Licensor may perform all the necessary repairs at Licensee's sole cost and expense and such sum shall be immediately due upon the rendering of an invoice by Licensor to Licensee as an additional fee due hereunder.

- (iii) No work performed by Licensee, or its contractors, subcontractors, or materialmen pursuant to this Agreement, whether in the nature of construction, installation, alteration or repair to the Tank or Site or to Licensee's Equipment, will be deemed to be for the immediate use and benefit of the Licensor or Tank Owner so that no mechanic's or other liens will be allowed against the Tank or Site and estate of the Licensor by reason of any consent given by Licensor to Licensee to improve the Tank or Site. If any mechanic's or other liens will at any time be filed against the Tank or Site of which the Tank or Site is a part by reason of work, labor, services, or material performed or furnished, or alleged to have been performed or furnished, to Licensee or to anyone using the Tank or Site through or under Licensee, Licensee will forthwith cause same

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to be discharged of record or bonded to the satisfaction of the Licensors. If Licensee fails to cause such lien to be discharged or bonded within ten (10) days after it has actual notice of the filing thereof, then, in addition to any other right or remedy of Licensors, Licensors may bond or discharge the same by paying the amount claimed to be due, and the amount so paid by Licensors, including reasonable attorney's fees incurred by Licensors, either in defending against such lien or procuring the bonding or discharge of such lien, together with interest thereon at the statutory rate, will be due and payable by Licensee to Licensors as an additional fee hereunder.

- (iv) All Licensee's Equipment shall be clearly marked to show Licensee's name, Site name, Site I.D., address, and telephone number and the name of a person to contact in case of an emergency, FCC call sign, frequency, output power and location. All coaxial cable relating to the Equipment shall be identified by Licensee's name and frequency at the bottom and top of the line. *Licensee shall be responsible for the proper signage at the Site per all regulatory requirements. (Not to be attached to the Tank.)* At Licensors's request, Licensee shall promptly deliver to Licensors written proof of compliance with all Federal, State, and local laws, rules and regulations in connection with any installation or modification of the Equipment.

(b) Notwithstanding anything to the contrary contained herein, Licensee agrees that in all matters where Licensors's approval is required, and Licensors determines in its sole reasonable discretion that a threat of interference or other disruption exists with the business of Licensors, Tank Owner or other existing licensees or tenants, Licensors shall have the absolute right to withhold such approval.

(c) In the event that Licensee requires an electrical power supply and/or usage different from that currently available at the Site, Licensee shall at its sole cost and expense obtain such power supply. Any work performed in connection with this Section 5(c) shall comply with the provisions of Section 5(a) hereof. Licensee hereby agrees that any power line installed by Licensee shall run within the current easement of Licensors and any deviation from such easement right shall be corrected at Licensee's expense, which sum shall be immediately due as an additional fee hereunder upon the rendering of an invoice by Licensors to Licensee.

(d) In the event a zoning variance is required in connection with the installation or modification of the Equipment, Licensors shall have the right, in its sole discretion, to either (i) cancel this Agreement, or (ii) allow Licensee, at Licensee's sole cost

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and expense, to obtain such variance. Licensor shall, at Licensee's request and expense, reasonably cooperate with Licensee in obtaining such variance.

(e) Subject to Section 5(a) (ii) above and Section 15 "Licensor Access Notification Requirement" Licensor agrees that during the term of this Agreement, Licensee's employees shall have access to Site for purposes of maintenance and repair of Licensee's Ground Equipment, twenty-four (24) hours per day, seven (7) day per week. However, ***Licensee must notify Licensor prior to gaining access to the Tank, Pursuant to Section 15 "Licensor Access Notification Requirement"***. Licensee cannot satisfy the access requirement to the Tank by leaving a telephonic message or voice mail. The Licensee agrees and covenants that it will not access the Tank without first speaking with one of Licensor's contacts listed in Section 15 "Licensor Access Requirements" to identify: (1) who will be accessing the Tank and (2) why they will be accessing the Tank. In the event that Licensee should require Licensor's assistance to gain access to the Site and or Tank, Licensee shall reimburse Licensor for all reasonable costs and expenses incurred by Licensor as a result of such emergency access. All access to the Tank and Site shall be subject to the continuing control of, as well as reasonable security and safety procedures established from time to time by Licensor. Licensor may, from time to time, establish reasonable rules relating to the Tank and Site. Licensee agrees to comply with such rules.

(f) All installation of Equipment on the Tank shall be accomplished in a manner that will minimize the impact to the structural integrity of the Tank and its interior and exterior coating. Utility Service Company must be given the "First Right of Refusal" to perform the interior touch up on Tanks that are currently being maintained by Utility Service Company. Licensor must be supplied with a copy of the Purchase Order (PO) and/or Notice to Proceed (NTP) along with a tentative schedule date of when touch up will be performed. Installation of antennas and coaxial cables shall not create a safety hazard nor interfere with the ongoing maintenance and/or operation of the Tank. Licensee shall bear all cost and expense associated with repairing coatings damaged by the installation of Licensee's Equipment.

(g) All structural analysis and drawings must be submitted in compliance with Licensor's requirements described on **Exhibit D**.

(h) All installations shall be done in compliance with Licensor's Installation Standards described on **Exhibit E**.

(i) A final inspection must be completed by a representative of the Licensor prior to Licensee being allowed to go on air. Licensee must supply advance notice to Licensor to perform inspection. Such inspection approval shall not be unreasonably withheld or delayed.

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6. **Interference**

(a) The installation, maintenance and operation of the Licensee's Equipment shall not interfere electrically, or in any other manner whatsoever, with the Equipment, facilities or operations of Licensor or any of the licensees and/or tenants on the Site or the operation of the Tank. Notwithstanding anything in this Agreement to the contrary, it is expressly understood and agreed that if the installation and/or operation of Licensee's Equipment interferes with:

- (i) other radio communications systems and Equipment installed prior to the Commencement Date of this Agreement, Licensee shall upon request (verbal or otherwise) immediately suspend its operations (except for intermittent testing) and do whatever Licensor and Licensee deems necessary to eliminate or remedy the interference. If it is determined that the interference cannot be rectified by both Licensor and Licensee, then the Licensor, may at its option, terminate this Agreement upon written notice to the Licensee, whereupon the Licensee shall remove its Equipment at its sole cost and expense and in accordance with Section 9 hereof. In the event that Licensee fails to remove its Equipment within fifteen (15) days of such termination, Licensor may remove and store any and all of Licensee's Equipment at Licensee's sole cost and expense; or
- (ii) with any other radio system Equipment installed at the Site after Commencement Date of the Agreement, Licensee shall cooperate fully with Licensor and any future licensee or tenant ("Future Party") injured by Licensee's interference to remedy the interference. Licensee shall do whatever Licensor deems reasonably necessary to cure such interference, provided, however, that all costs related to remedying such interference shall be the responsibility of the Future Party, unless such interference is due to failure, defects or deficiencies in Licensee's systems, Equipment or installation.

(b) Licensee hereby acknowledges that Licensor has licensed, and will continue to license, space at and upon the Site and the Tank to third parties for the installation and operation of radio communications facilities. Licensee accepts this Agreement with this knowledge and waives any and all claims against Licensor resulting from or attributable to interference caused by present or future Equipment, facilities or methods of operation employed by Licensor in its business upon the Site. Licensee also waives all claims against Licensor arising from interference resulting to Licensee by virtue of Equipment, facilities or operations employed by any other licensee or tenant of Licensor in its business upon the Site. In the event that any such interference occurs that materially interferes with Licensee's utilization of the Site, Licensee, as its sole remedy, in lieu of any

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and all other remedies at law or in equity, may terminate this Agreement at any time thereafter by giving Licensor thirty (30) days' prior written notice to that effect, and such termination shall be effective at the end of such thirty (30) day period, provided, however, that such termination will not be effective if Licensor eliminates such interference within thirty (30) days of Licensee's termination notice. Licensee shall pay Licensor any fees due for the period up to the termination of this Agreement. Any advance payment for periods after the termination of this Agreement will be reimbursed to Licensee.

(c) Licensor reserves the right to require Licensee to relocate one or more of its antenna(s) at the Site and/or on the Tank and Licensee agrees to relocate said antenna(s) at Licensor's expense, provided that said relocation does not substantially change the operation of Licensee's Equipment.

7. **Structural Modifications and Repairs.**

In the event that Licensor, in its sole discretion, determines that any structural modifications or repairs need to be made to any portion of the Site due to the presence of Licensee's Equipment or other improvements, Licensor shall notify Licensee of the needed modifications or repairs, and the following procedures shall apply thereto:

(a) If structural modifications are necessary prior to Licensee's installation or modification of the Equipment, then either: (i) Licensee shall, at its sole cost and expense, promptly make all such noticed modifications in accordance with Section 5 hereof; or (ii) If such noticed modifications are not completed within sixty (60) days of such notice, either party shall have the right to terminate this Agreement by giving the other party thirty (30) days' prior written notice of such termination.

(b) If repairs are necessary due to the presence of Licensee's Equipment, Licensee shall, at its sole cost and expense, promptly make all such noticed repairs in accordance with Section 5 hereof; provided, however, that in the event of an emergency, Licensor shall have the right to make such modifications or repairs at Licensee's expense, upon notice to Licensee, and such sum shall be immediately due as an additional fee hereunder upon the rendering of an invoice by Licensor to Licensee.

(c) Any structural modification, repairs, additions or improvements to the Tank shall become the property of the Tank owner.

8. **Tank Issues**

Licensee recognizes that the primary function of the elevated Tank is to provide water storage for the Tank Owner and its customers. Licensee understands that Licensor and/or the Tank Owner may find it necessary from time to time to interrupt and/or interfere with Licensee's use of the Site in order to maintain, repair and monitor the Tank.

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Licensors will make every effort to minimize such interruptions, and Licensee will have no claim against Licensors or the Tank Owner for such interference or interruption. **Licensee Emergency Contact information set forth in Section 15.**

9. **Removal of Licensee's Equipment**

Provided that Licensee is not in default in the performance of its obligations hereunder, at the expiration of this Agreement or earlier termination hereof, Licensee shall remove all of the Equipment. Such removal shall be performed pursuant to the guidelines set forth in Section 5 of this Agreement, without any interference, damage or destruction to any other Equipment, structures or operations at the Site or any Equipment or other licensees or tenants thereon. Licensee shall submit to the **Licensors Notice Address given in Section 15**, a removal plan and clean up plan for Licensors written approval, which approval shall not to be unreasonably withheld or delayed. Any and all interference or damage caused to the Site or to the Equipment of the licensees or tenants at the Site by such removal shall be immediately repaired or eliminated by Licensee at Licensee's sole cost and expense. If Licensee fails to make such repairs within ten (10) days after the occurrence of such damage, injury or interference, Licensors may perform all the necessary repairs, at Licensee's sole cost and expense, and such sum shall be immediately due as an additional fee hereunder upon the rendering of an invoice by Licensors to Licensee.

10. **Indemnification**

(a) Licensee shall indemnify and hold Licensors and Tank Owner harmless from (i) all costs of any damage done to Licensors or other licensees' or tenants' facilities or Equipment located at the Site that occur as a result of the installation, operation or maintenance of Licensee's Equipment or Licensee's other improvements; and (ii) any claims, demands, or causes of action for personal injuries, including any payments made under any workers compensation law or any plan of employee's disability and death benefits, arising out of Licensee's occupancy of the Site or the installation, maintenance and operation or removal of Licensee's Equipment, except only such damages, costs, claims, causes of action or demands caused solely by the gross negligence or willful misconduct of Licensors or Tank Owner.

(b) Licensors and/or Tank Owner shall not be responsible or liable to Licensee for any loss, damage or expense that may be occasioned by, through, or in connection with any acts or omissions of other licensees or tenants occupying the Site. Licensee hereby assumes the risk of the inability to operate its Equipment as a result of any structural or power failures at the Site or the failure of Licensee or Licensee's Equipment for any reason whatsoever, and Licensee agrees to indemnify and hold Licensors and/or Tank Owner harmless from all damages and costs of defending any claim or suit for damages of any kind, including, but not limited, to business interruption and attorneys' fees, asserted against Licensors and/or Tank Owner by reason of such failure.

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(c) Licensee shall also indemnify and hold Licensors and/or Tank Owner harmless from any losses, liabilities, claims, demands or causes of action for property damage or personal injuries, including any payment made under any worker's compensation law or any employee's disability and death plan benefits, arising out of or resulting from any claims, damages, losses, liabilities or causes of action resulting in any way from RF radiation emissions from Licensee's Equipment or any other harmful effect of Licensee's Equipment.

(d) Licensee shall also indemnify and hold Licensors and/or Tank Owner harmless for early termination or modifications of this License Agreement that may be required to comply with any and all future regulations imposed upon the Tank Owner by any and all regulatory entities that the Tank Owner is or shall become subject to.

11. **Condemnation, Damage or Destruction.**

Licensors and Licensee agree that Licensors and/or Tank Owner shall in no way be liable for the loss of use or other damage of any nature arising out of the loss, destruction or damage to the Site or to Licensee's Equipment located thereon by condemnation, fire, explosion, windstorms, water or any other casualty or acts of third parties. In the event that the Site or any part thereof is damaged or destroyed by elements or any other cause, Tank Owner may elect to repair, rebuild, or restore the Site to the same condition as it was immediately prior to such casualty. In such event, the payments required herein shall cease as of the date of such casualty until the Site, in Licensors' opinion, is restored to a useable condition for Licensee's operation. If the Tank Owner chooses not to repair, restore, replace or rebuild the Tank, Licensors may cancel this Agreement by giving written notice of cancellation to Licensee within thirty (30) days of such casualty. If this Agreement is canceled, the payments required herein shall terminate as of the date of such casualty. Licensors and/or Tank Owner shall not be responsible or liable to Licensee for any loss, damage or expense that may be occasioned by, through or in connection with any acts or omissions of other licensees or tenants occupying the Tank, or any part of the premises adjacent to or connected with the Tank, or for any structural or power failures or condemnation, destruction or damage to the Tank, the Equipment Shelter or Licensee's Equipment Shelter, if any. Licensee shall not be responsible or liable to Licensors/Tank Owner for any damage or expense that may be occasioned by any acts or omissions of other licensees or tenants occupying the Tank.

In the event Licensors receive notification of any condemnation proceedings affecting the Property, Licensors will provide notice of the proceeding to Licensee. If a condemning authority takes all of the Property, or a portion sufficient, in Licensee's sole determination, to render the Premises unsuitable for Licensee the Agreement will terminate as of the date of title vests in the condemning authority.

12. **Insurance**

(a) Licensee shall maintain in full force during the term of this Agreement the following insurance:

- (i) Worker's Compensation and Employers' Liability Insurance as prescribed by applicable law, including insurance covering liability under the Longshoremen's and Harbor Workers' Act and the Jones Act, if applicable;
- (ii) Comprehensive General Liability Insurance (Bodily Injury and Property Damage; and including blanket contractual and completed operations coverage), the limits of liability of which shall not be less than \$1,000,000 each occurrence and in the aggregate in respect of bodily injury, including death, arising from any one occurrence, and \$1,000,000 each occurrence and in the aggregate in respect of damage to property arising from any one occurrence, and umbrella policy of not less than \$5,000,000 each occurrence and in the aggregate.

(b) The above insurance shall provide that Licensor will receive not less than thirty (30) days written notice prior to any cancellation of, or material change in, the coverage under such insurance policies. The insurance specified in Section 12(a)(ii) above shall contain a waiver of subrogation by Licensee against Licensor and Tank Owner and shall include the name Licensor and Tank Owner as additional insured, and shall provide that the insurance is primary coverage with respect to all insured and contain a standard cross-liability endorsement. Licensee shall furnish to Licensor a certificate of insurance confirming that the insurance coverage as specified herein is in full force and effect. Insurance certificate must be submitted by Licensee to Licensor upon execution of this Agreement.

(c) Notwithstanding the foregoing insurance requirements, the insolvency, bankruptcy, or failure of any insurance company carrying insurance for Licensee, or the failure of any such insurance company to pay claims as they accrue, shall not be held to waive any of the provisions of this Agreement or relieve Licensee from any obligations under this Agreement.

13. **Assignment**

(a) Licensor and Tank Owner reserve the right to assign, transfer, mortgage or otherwise encumber their interests in the property on which the Tank is located and/or Licensor reserves the right to assign, transfer, mortgage or otherwise encumber Licensor's interest in the Agreement. Licensee agrees, upon demand, to execute and deliver to Licensor and/or Tank Owner such further instruments subordinating this Agreement in connection with any debt or financing transaction of Licensor and/or Tank Owner as may be required by

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Licensor and/or Tank Owner or their respective lenders. Licensee further agrees to execute and deliver to any lender of Licensor and/or Tank Owner an estoppel certificate containing such information as may be reasonably requested by such lender.

(b) Licensee may not assign, sublease or sublicense or otherwise transfer all or any of its interest under this Agreement (including, without limitation, diplexing of signals, granting of shared use rights, or utilizing digital or analog interconnect facilities for itself or others) without the prior written consent of Licensor. Notwithstanding the foregoing and so long as Licensee is not then in default hereunder, Licensee may assign this Agreement with Licensor's prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed, to any of the following: (i) Any corporation, partnership or other entity which controls, is controlled by or under common control with Licensee, provided that new Licensee shall continue to remain liable to Licensor hereunder; (ii) Any corporation or other entity resulting from the merger or consolidation of Licensee; (iii) Any corporation, partnership, or other entity or person which acquires all or substantially all of the assets of or fifty percent (50%) or more of the stock of or equity ownership interest in Licensee, any assignee must assume in full and in writing all of the obligations of Licensee under this Agreement.

14. Common Equipment

Licensor contemplates that it may at its option, furnish and install antennas, transmission lines, combiners, multicouplers and/or other related Equipment (herein called "Common Antenna Systems") at the Site. Provided that Common Antenna Systems are compatible with Licensee's Equipment, as reasonably determined by Licensee in its sole discretion, Licensee agrees to connect its Equipment to Licensor's Common Antenna Systems within one hundred and eighty days of written notice containing a detailed description of the proposed Common Antenna Systems. After receipt of such notice Licensee may elect to (a) terminate this Agreement, or (b) so connect, or (c) provide Licensor with documentation that reasonably evidences that the proposed Common Antenna Systems will negatively impact Licensee's telecommunications capability or signal emanating from this Site and continue "as is". If Licensee does not respond in said period, Licensee shall be deemed to have elected option (b). If Licensee elects option (a), such termination shall be effective one hundred and eighty (180) days after the date of such notice to Licensor.

15. Notices

All notices, demands, requests, or other communications which are required to be given, served or sent by one party to the other pursuant to this Agreement shall be in writing, and shall be mailed, postage prepaid, by registered or certified mail, or by a reliable overnight courier service with delivery verification, to the following addresses or at such other address as may be designated in writing by either party:

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Licensor Notice:

Utility Service Communications co., inc
Attn: Debbie Sullivan/Vice President Site Management
P.O. Box 1350
535 Courtney Hodges Blvd.
Perry, GA 31069

Licensor Accounts Receivable:

Utility Service Communications co., inc.
P.O. Box 1350
Perry, Ga. 31069

Please include Licensor's Project Number on remittance

Licensor Access Notification Requirement: Pursuant to Sections 5 (e) and 18 (c)

Lee Duke – Project Manager
478-988-5260 or 478-396-0843

OR

Debbie Sullivan – VP Site Management
478-988-5255 or 478-396-9534

Licensee Notice:

New Cingular Wireless PCS, LLC
Attn: Network Real Estate Administration
Re: Cell Site #: 026-001
Cell Site Name: Daniel Field
Fixed Asset #: 10019417
12555 Cingular Way
Alpharetta, GA 30004

Licensee Legal Dept:

New Cingular Wireless PCS, LLC
Legal Department/Real Estate
Re: Cell Site #: 026-001
Cell Site Name: Daniel Field
Fixed Asset #: 10019417
1025 Lenox Park Blvd., NE 5th Floor
Atlanta, GA 30319-5309

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Licensee Accounts Payable:

New Cingular Wireless PCS, LLC
Attn: Accounts Payable
Re: Cell Site #: 026-001
Cell Site Name: Daniel Field
Fixed Asset #: 10019417
12555 Cingular Way
Alpharetta, GA 30004

Licensee Emergency Contact: Pursuant to Section 8

AT&T NOC (800) 298-3551

Notice given by certified or registered mail or by reliable overnight courier shall be deemed delivered on the date of receipt (or on the date receipt is refused) as shown on the certification of receipt or on the records or manifest of the U.S. Postal Service or such courier service.

16. Default

(a) Any one or more of the following events shall constitute a default ("Default") by Licensee under this Agreement:

- (i) Licensee's failure to pay any fees, additional fees or other payments set forth herein and such failure continues for ten (10) business days after Licensor provides written notice thereof to Licensee;
- (ii) the abandonment by Licensee of either the Equipment or that portion of the Site upon which the Equipment was installed;
- (iii) the prosecution of any case, proceeding or other action under any existing or future law of any jurisdiction, domestic or foreign, relating to bankruptcy, insolvency, reorganization or relief with respect to Licensee, or seeking reorganization, arrangement, adjustment, winding-up, liquidation, dissolution or other relief with respect to Licensee or Licensee's debts;
- (iv) the making by Licensee of an assignment or any other arrangement for the general benefit of creditors under any state statute; or

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- (v) Licensee's failure to perform any other of its obligations under this Agreement and such failure continues for thirty (30) days after Licensor gives written notice thereof to Licensee.

(b) In the event of a Default, Licensor shall be entitled at Licensor's option to terminate this Agreement and to remove all of Licensee's Equipment, improvements, personnel or personal property located at the Site at Licensee's sole cost and expense. In the event that Licensor should, as a result of the default in the performance by Licensee of its obligations hereunder, incur any costs or expenses on behalf of Licensee or in connection with Licensee's obligations hereunder, such sums shall be immediately due to Licensor as an additional fee hereunder upon rendering of an invoice by Licensor to Licensee.

(c) At any time or from time to time after the removal of the Licensee's property from the Site pursuant to Section 16(b) above, whether or not the current term of this Agreement shall have been terminated, Licensor may (but shall be under no obligation to) re-license Licensee's former space at the Site, or any part thereof, for the account of the Licensor, for such term or terms (which may be greater than or less than the period which would otherwise have constituted the balance of the current term of this Agreement) and on such conditions (which may include concessions or free site fees) and for such uses as Licensor, in Licensor's absolute discretion, may determine, and may collect and receive payments therefrom. Licensor shall not be responsible or otherwise liable for any failure to re-license Licensee's former space at the Site or any part thereof or for any failure to collect any payments due upon any such re-licensing.

(d) No Default pursuant to this Section 16, by operation of law or otherwise (except as expressly provided herein), no removal of Licensee's property from the Site pursuant to the terms of this Agreement, and/or no re-licensing of Licensee's former space at the Site shall relieve Licensee of Licensee's obligations or liabilities hereunder, all of which shall survive such Default, removal and/or re-licensing. Without limiting the foregoing, upon Licensee's removal from the Site pursuant to this Section 16, Licensee shall nonetheless remain liable for all license fees and other payments hereunder for the remainder of the then-current term.

(e) All of the rights, powers, and remedies of Licensor provided for in this Agreement or now or hereafter existing at law or in equity, or by statute or otherwise, shall be deemed to be separate, distinct, cumulative and concurrent. No one or more of such rights, powers, or remedies, nor any mention or reference to any one or more of them in this Agreement, shall be deemed to be in the exclusion of, or a waiver of, any other rights, powers, or remedies provided for in this Agreement, or now or hereafter existing at law or in equity, or by statute or otherwise. The exercise or enforcement by Licensor of any one or more of such rights, powers, or remedies shall not preclude the simultaneous or later exercise or enforcement by Licensor of any or all of such other rights, powers, or remedies.

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(f) Licensor shall not be deemed in default in the performance of any obligation unless Licensor has failed to perform such obligation within (30) days following Licensor's receipt of written notice of such default from Licensee; provided, however, that if Licensor's obligation is such that more than (30) days are required for its performance, then Licensor shall not be deemed to be in default if it shall commence such performance with the 30 day period and thereafter, diligently prosecute the obligation to completion.

17. **Taxes**

Licensee shall pay all personal property or real property taxes assessed against, or the portion of such taxes attributable to, Licensee's Equipment and/or its improvements. Licensee shall not be obligated to pay real property taxes or other fees and assessments attributable to the Tank or the Site.

18. **Operational Responsibilities**

(a) Licensee, at its sole cost and expense, shall be responsible for the maintenance of its Equipment and its improvements, if any, in accordance with Section 5 herein and all applicable laws, rules, ordinances and regulations.

(b) In the event that Licensor determines that the installation or operation of the Equipment is resulting in corrosion or damage to the integrity of the Tank, Licensee shall take corrective action at its sole expense within thirty (30) days after it becomes aware of such corrosion or damage in order to eliminate the corrosion or damage. If Licensee fails to take such corrective action within said thirty (30) day period, Licensor may perform all the necessary corrective action at Licensee's sole cost and expense and such sum shall be immediately due as an additional fee hereunder upon the rendering of an invoice by Licensor to Licensee.

(c) Subject to Section 5 (e) and Section 15, Licensor agrees that Licensee shall have limited access to the Tank for the purpose of installing Licensee's Equipment, and that during the continuation of this Agreement. ***Licensee must give notification prior to gaining access to the Tank and Site Pursuant to Section 15 "Licensor Access Notification Requirements"***. Licensee agrees that only authorized engineers of Licensee, or persons under their direct supervision, will be permitted to enter the Site for any purpose as permitted herein. Licensee understands and agrees that other licensees and their authorized representatives shall also have limited access to the Site and the Tank for similar purposes, and that Licensor shall not be responsible for the actions of any of such parties.

(d) Licensor at all times during the term of this Agreement will maintain the Tank and all associated Tank lighting in compliance with all applicable federal, state and local laws, rules and regulations relating to communications tower/structure lighting, including, without limitation, Part 17 of the rules and regulations of the Federal

Communications Commission (the "FCC"). In the event that Licensee receives notice or otherwise obtains knowledge that the Tank lighting is not in compliance with any applicable law, rule or regulation, Licensee will immediately so notify Licensor (by fax or by telephone, confirmed in writing) and will cooperate with Licensor in curing any such noncompliance.

19. **RF Emissions Compliance**

(a) Licensee is aware of its obligation to comply with all applicable rules and regulations of the FCC pertaining to RF emissions standards, as well as applicable rules and/or regulations of any other federal or state agency (including, but not limited to, OSHA) having jurisdiction over the installation, operations, maintenance and/or working conditions involving RF emissions and/or safety and work standards performed on or near communication towers and antenna Sites. Licensee agrees to be solely responsible for compliance with all applicable FCC and other governmental requirements with respect to the installation, operation and maintenance of its Equipment and for repairs to its Equipment at the Site. Licensee will immediately remedy its operations to comply with such laws, rules and regulations as they apply to its operations and/or the operations of all tenants and users taken in the aggregate at the Site.

(b) Licensee shall take any and all steps required to cooperate with all tenants and users at the Site to comply individually and in the aggregate with all applicable FCC and other governmental RF emissions standards. In this respect, Licensee agrees to pay to Licensor its pro rata share of the cost of any engineering studies performed at the request of the Licensor at the Site involving the measurement of RF emissions and RF emissions compliance pertaining to the Site and the development of the initial Site specific safety plan. The expense for subsequent changes to a Site safety plan caused by antenna modifications or additions shall be borne by the party or parties responsible for such changes or additions.

20. **Disclaimer of Warranties**

LICENSOR HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ASSOCIATED WITH THE TANK OR SITE. LICENSEE ACCEPTS THE TANK AND SITE "AS IS".

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21. Waiver of Licensors/Tank Owner's Liens

Licensors/Tank Owner waives any and all lien rights it may have, statutory or otherwise, concerning the Licensee's Communication Equipment or any portion thereof. Licensee's Communication Equipment shall be deemed personal property for purposes of this Agreement. Licensors consent to Licensee's right to remove all or any portion of the Licensee's ground Equipment from time to time in Licensee's sole discretion with prior notification to Licensors.

22. Miscellaneous

(a) This Agreement shall not be modified, extended or terminated (other than as set forth herein) except by an instrument duly signed by Licensors and Licensee. Waiver of a breach of any provision hereunder and circumstances will not constitute a waiver of any subsequent breach of such provision, or of a breach of any other provision of this Agreement.

(b) Licensors and Licensee represent and warrant to each other that no broker was involved in connection with this transaction and each party agrees to indemnify and hold the other harmless from and against the claims of any broker made in connection with this transaction.

(c) No modification of this Agreement of Licensee's space at the Site or any part thereof or of any interest therein by Licensee shall be valid or effective unless agreed to and accepted in writing by Licensors, and no act by any representative or agent of Licensors, other than such a written Agreement and acceptance, shall constitute an acceptance thereof.

(d) This Agreement embodies the entire Agreement between the parties and supersedes all prior or contemporaneous Agreements between the parties with regard to the subject matter hereof. If any provision herein is invalid, it shall be considered deleted from this Agreement and shall not invalidate the remaining provisions of this Agreement.

(e) This Agreement may be executed in counterpart copies, each of which shall be deemed an original, but all of which together shall constitute a single instrument.

(f) All section headings and captions used herein are for the convenience of the parties only and shall not be considered a substantive part of the Agreement.

(g) This Agreement shall be governed by and construed in accordance with the laws of the State in which the Site is located.

(h) This Agreement creates a license only and Licensee agrees and acknowledges that Licensee does not and shall not claim at any time any real property interest or estate of any kind or extent whatsoever in the Site by virtue of this Agreement or

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Licensee's use of the Site pursuant hereto. Nothing herein contained shall be construed as constituting a partnership, joint venture or agency between Licensor and Licensee.

(i) Neither this Agreement nor any memorandum hereof shall be recorded in the land records of any county or city or otherwise without the prior written consent of Licensor.

(j) Licensor warrants, represents and agrees that neither the Licensor, nor to the best of Licensor's knowledge, any third party has used, generated, stored or disposed of any hazardous materials in, on or under the property on which the Tank is located to the best of Licensor's knowledge.

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IN WITNESS WHEREOF, the undersigned have executed this Agreement.

LICENSOR:

UTILITY SERVICE COMMUNICATIONS co., inc,

By: _____

Name: Debbie Sullivan

Title: Vice President Site Management

Date: _____

LICENSEE:

New Cingular Wireless PCS, LLC

By: AT&T Mobility Corporation

Its: Manager

By: _____

Name: Rachel S. Kutz

Title: Executive Director - Network

Date: _____

PROPRIETARY INFORMATION
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Utility Service Communications
Tank License Agreement

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Exhibit A

Tank Owner: Augusta, GA
Tank Address: 120 Jake Ellis Lane, Augusta, GA 30906
Licensors's Project No.: 120459
Licensee: AT&T
Licensee I.D. No.: 026-001

1. **Frequencies:** Transmit: 1940-1985 MHz
Receive: 1860-1905MHz
2. **FCC call letters:**
3. **Type of Service:** PCS
4. **Transmitter(s):** One (1)
Make: Ericsson
Model: 3206
Power Output: 45 dBm
ERP: 706.32 watts
5. **Receiver(s):** One (1)
Make: Ericsson
Model: 3206
6. **TMA(s):** Twelve (12)
Make: Andrew
Model: ETM190G-12UB
Dimensions: 15.8" x 6.9" x 2.9"
Weight: 16lbs
7. **Antenna(s):** Four (4)
Make: RFS
Model: AXE196515
Dimensions: 64" x 8" x 6"/26 lbs
Type: Panel

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Antenna(s): Three (3)
Make: Kathrein
Model: 742-215
Dimensions: 51.3" x 6.1" x 2.7" / 16.5 lbs
Type: Panel

Licensee has the right to add two (2) additional antenna to be mounted on the extra post that is to be installed on the tank at the time of the initial installation.

Future Reserved Antennas

Antenna(s): Two (2)
Make: RFS
Model: AXE196515
Dimensions: 64"x8"x6" 26 lbs
Type: Panel

8. **RCU(s): Three (3)**
Make: Kathrein
Model: 860-10025
Dimensions: 7.6" x 2.3" x 1.9" / 1.16 lbs
Number and Size Coaxial Cable: One (1) 3/8" cable
- RCU cable must be attached to Licensees Antenna coax Run.**

9. **Transmission Line(s): Thirteen (13)**
Make: CR 50 1873 PE
Color: WHITE
Size: 1 5/8"
Line Type & Length: Coaxial / 100'

10. **Generator – None**

11. **Fuel Tank – Size: N/A**
Size:

12. **Antenna mounting height, mounting orientation, and floor and ground space usage**
(attach sketch of orientation and floor and ground space usage)

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- (a) Removing all Licensees' existing equipment from the tank. Installing seven (7) antennas to be mounted on the existing balcony at the 80 foot level, giving Licensee a total of seven (7) antennas on the balcony. Licensee must install two additional posts in sectors _____ and _____ within the same antenna array of their existing antennas at a maximum separation between all antenna posts of five feet in each sector. Mounting method and exact location subject to review and approval by Licensor. Licensor must be notified prior to Licensee installing any additional equipment at this site.
- (b) Alpha position at 0 degrees
Beta position at 120 degrees
Gamma position at 240 degrees
- (c) Licensee's Existing Ground space measuring 30' x 35' for Licensees cabinets will remain the same.

PROPRIETARY INFORMATION
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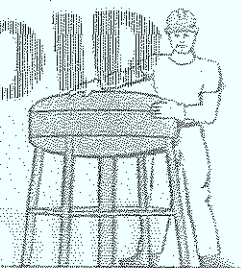
4-7-09
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Exhibit B

Attach a copy of Wireless Communications Management Agreement
Attach a copy of Licensor's W-9

1. Tank Owner: Augusta Georgia
2. Address of Tank: 120 Jake Ellis Lane
Augusta, GA. 30906
3. Coordinates: LT: 33° - 28' - 25.46" by LN: 82° - 02' - 04.17"
4. Tank Height: 110' AGL
5. Licensed Ground Space: Size 30' x 35'
6. Site Plan – Sketch attached

PROPRIETARY INFORMATION
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UTILITY SERVICE COMMUNICATIONS CO., INC.

A UTILITY SERVICE GROUP CO.

535 General Courtney Hodges Blvd., A.P.O. Box 1350, PERRY, GA 31069

Phone: (478) 987-4663

Fax: (478) 987-1844

(800) 679-7819

Web: www.utilityservice.com

WIRELESS COMMUNICATIONS MANAGEMENT AGREEMENT

This agreement is entered into by and between Augusta, Georgia, hereinafter known as the Owner, and Utility Service Communications Co., Inc., hereinafter known as the Company.

The Owner agrees to engage the Company as an independent contractor to provide the professional services needed to market the Owner's site(s), manage the equipment installation(s), structures and enclosures as required, and provide the ongoing management and administration of all wireless communications apparatus and facilities on the water storage tanks listed on Schedule A (attached), each hereinafter known as the Tank (additional tanks may be added by addendum).

This agreement binds the Company to total responsibility for the marketing, management and installation of all revenue generating antenna co-locations on the Tank. In order to provide these services, the Company shall:

1. Market tanks regionally and nationally.
2. Choose antenna customers to ensure that the Tank is not damaged, the life of the Tank is not compromised, that OSHA, FCC, FAA and AWWA compliance is met, and the Owner's maintenance fees are not increased due to co-location, provided tanks are in the Utility Service Co., Inc. Maintenance Program.
3. Negotiate and enter into licensing agreements with potential users of the Tank for antenna space. The primary goals of the negotiations shall be the maximization of income to the Tank Owner and the preservation of the tank and its contents and the minimization of liability to the tank owner associated with the co-location of antennas.
4. Coordinate and approve all frequency and power output of the antennas mounted on the Tank to prevent conflict between licensees and to ensure compliance with safety guidelines and regulations.
5. Ensure appropriate structural analysis of the tank and review and approve installation designs, prior to any modifications to the tank, to ensure the structural integrity of the tank.
6. Provide billing and collection of fees associated with license agreements, ensure that payments are made in association with the co-location, and provide necessary accounting and reporting services.
7. Provide current certificates of insurance coverage to the Owner.
8. Furnish structures, enclosures, mounting hardware and other support services/equipment as required by the antenna licensee at no cost to tank owner.
9. Provide a Site Safety Plan for each tank with antenna users, updating as needed to meet requirements.
10. Provide ongoing management and administration by monitoring the implementing required practices and procedures as the regulatory environment changes.

Wireless Communications
Management Agreement
Page Three

The Company shall be responsible for its own overhead expenses incurred in connection with the performance of this agreement. The Company shall also collect from each licensee the expenses and charges associated with each license. The Owner shall be responsible for tank maintenance and upkeep of the site.

To properly perform its duties, the Company shall have authority to take appropriate actions to bring about efficient operation and maintenance of antenna licensing on the Tank. The Company shall have the exclusive authority to enter into multi-year license agreements for the use of antenna mounting and equipment shelter space.

As compensation, the Company

The cost for services, equipment, hardware, structures, etc. which are subject to contract between the Company and any antenna licensee, will not affect the site fee due the tank owner.

This agreement shall bind and remain in force to the benefit of the parties, their legal representatives, successors and assigns, including, without limitation, a successor by merger. The Company agrees to indemnify and hold the Owner harmless for any liability incurred in connection with services rendered under this agreement.

This agreement may be modified only by addendum which is signed by both parties. It is agreed that future environmental, health, safety, or other governmental regulations which cause significant changes to the management of antenna co-location shall be just cause for modification of this agreement.

The Owner covenants that they have good and sufficient title and interest to the premises and have full authority to enter into and execute this agreement.

The Owner may terminate this agreement if the Company violates one or more of its terms and such violation result in material detriment to the Owner. If the Owner deems that the Company has violated such terms, then it shall give written notice describing the default and granting the Company thirty (30) days to cure the default. If the Company fails to substantially cure the default within thirty (30) days of receipt of the notice, the Owner may terminate this agreement. The Company may terminate this agreement only after one hundred eighty (180) days written notice to the Owner. The initial term of this agreement shall be ten (10) years. At the expiration of the initial term, this agreement will be automatically extended for the remaining term of any antenna license agreement(s).

This Agreement signed this 15th day of September, 2006

OWNER

Signature

Name and Title (print) MAYOR

Witness

CLERK OF COMMISSION

Seal

UTILITY SERVICE COMMUNICATIONS co., inc

Signature

Debbie Sullivan
Name and Title (print) Debbie Sullivan Vice President Site Management

Witness

Seal

WIRELESS COMMUNICATIONS MANAGEMENT AGREEMENT

SCHEDULE A, Page 1 of 3 TANK LIST

CUSTOMER NAME: Augusta Utilities, GA
ADDRESS: 2760 Peach Orchard Rd., Augusta, GA 30906
TANK # AND TYPE: Prison Tank
TANK ADDRESS: Tobacco Rd. & Hwy 25
CITY, STATE ZIP: Augusta, GA 30901 Richmond County
CAPACITY: 100,000 Elevated
COORDINATES: Latitude 33°22'40.5N Longitude 82°01'32.5 W
TANK # AND TYPE: Belair Rd. Tank
TANK ADDRESS: Belair Rd. & Jimmy Dyers Pkwy Tank
CITY, STATE ZIP: Augusta, GA 30901 Richmond County
CAPACITY: 1,000,000 Elevated
COORDINATES: Latitude 33°27'44. N Longitude 82°07'31.0 W
TANK # AND TYPE: Georgetown Tank
TANK ADDRESS: Deans Bridge Rd. & Kipling Dr. Tank
CITY, STATE ZIP: Augusta, GA 30901 Richmond County
CAPACITY: 500,000 Elevated
COORDINATES: Latitude 33°25'15.0N Longitude 82°07'41.0 W
TANK # AND TYPE: Brown Rd. Tank
TANK ADDRESS: Brown Rd. 1711
CITY, STATE ZIP: Augusta, GA 30901 Richmond County
CAPACITY: 3,000,000 Composite
COORDINATES: Latitude 33°29'11.14 N Longitude 82°07'51.7 W
TANK # AND TYPE: Berckman Rd. Tank
TANK ADDRESS: Washington Rd. & Berckman Rd.
CITY, STATE ZIP: Augusta, GA 30901 Richmond County
CAPACITY: 500,000 Elevated
COORDINATES: Latitude 33°20'51.1 N Longitude 82°01'33.5 W

Owner hereby agrees to add the tank(s) listed above to the Wireless Communications Management Agreement.

This Agreement signed this _____ day of _____, 2006.

OWNER

UTILITY SERVICE COMMUNICATIONS co., inc

Signature

Signature

Name and Title (print) MAYOR

Debbie Sullivan, Vice President Site Management
Name and Title (print)

Witness

CLERK OF COMMISSION

Witness

Item # 1

NO - RNNR 03-03-03

WIRELESS COMMUNICATIONS MANAGEMENT AGREEMENT

SCHEDULE A, Page 2 of 3 TANK LIST

CUSTOMER NAME: Augusta Utilities, GA
ADDRESS: 2760 Peach Orchard Rd., Augusta, GA 30906

TANK # AND TYPE: South Tank
TANK ADDRESS: Mike Padgett Hwy & Clark Rd.
CITY, STATE ZIP: Augusta, GA 30901 Richmond County
CAPACITY: 500,000 Elevated
COORDINATES: Latitude 33° 17.119 N Longitude 82° 05.466 W

TANK # AND TYPE: Tobacco Rd. Tank
TANK ADDRESS: Tobacco Rd. & Windsor Spring
CITY, STATE ZIP: Augusta, GA 30901 Richmond County
CAPACITY: 500,000 Elevated
COORDINATES: Latitude 33° 27.021 N Longitude 82° 04.110 W

TANK # AND TYPE: Fairington Rd. Tank
TANK ADDRESS: Tobacco Rd. & Fairington Rd. 3705
CITY, STATE ZIP: Augusta, GA 30901 Richmond County
CAPACITY: 250,000 Elevated
COORDINATES: Latitude 33° 32.874 N Longitude 82° 05.471 W

TANK # AND TYPE: Lumpkin Rd. Tank
TANK ADDRESS: Lumpkin Rd.
CITY, STATE ZIP: Augusta, GA 30901 Richmond County
CAPACITY: 250,000 Elevated
COORDINATES: Latitude 33° 24.802 N Longitude 82° 00.123 W

TANK # AND TYPE: Highland Tank
TANK ADDRESS: 1425 Highland Ave.
CITY, STATE ZIP: Augusta, GA 30901 Richmond County
CAPACITY: 500,000 Elevated
COORDINATES: Latitude 33° 28.287 N Longitude 82° 01.863 W

Owner hereby agrees to add the tank(s) listed above to the Wireless Communications Management Agreement.

This Agreement signed this 15th day of September, 2006.

OWNER

Signature

Name and Title (print) MAYOR

Witness CLERK OF COMMISSION

UTILITY SERVICE COMMUNICATIONS co., inc

Signature

Name and Title (print) Debbie Sullivan, Vice President Site Management

Witness

WIRELESS COMMUNICATIONS MANAGEMENT AGREEMENT

SCHEDULE A, Page 3 of 3 TANK LIST

CUSTOMER NAME: Augusta Utilities, GA
ADDRESS: 2760 Peach Orchard Rd., Augusta, GA 30906

TANK # AND TYPE: Daniels Field Airport Tank
TANK ADDRESS: 120 Jake Ellis Rd.
CITY, STATE ZIP: Augusta, GA 30901 Richmond County
CAPACITY: 1,000,000 Elevated
COORDINATES: Latitude 33°-28-35N Longitude 82°-2-4.7 W

TANK # AND TYPE: High Pointe Tank
TANK ADDRESS: High Pointe Rd.
CITY, STATE ZIP: Augusta, GA 30901 Richmond County
CAPACITY: 1,000,000 Elevated
COORDINATES: Latitude 33°-28-55N Longitude 82°-2-4.7 W

TANK # AND TYPE: Old Waynesboro Rd. Tank
TANK ADDRESS: Old Waynesboro Rd.
CITY, STATE ZIP: Augusta, GA 30901 Richmond County
CAPACITY: 500,000 Elevated
COORDINATES: Latitude 33°-21-85N Longitude 81°-54-88W

TANK # AND TYPE: Greenland Tank
TANK ADDRESS: Greenland Rd.
CITY, STATE ZIP: Augusta, GA 30901 Richmond County
CAPACITY: 500,000 Elevated
COORDINATES: Latitude 33°-28-02N Longitude 81°-56-35W

TANK # AND TYPE: Walton Way Tank
TANK ADDRESS: Walton Way Ext. 3607
CITY, STATE ZIP: Augusta, GA 30901 Richmond County
CAPACITY: 750,000 Elevated
COORDINATES: Latitude 33°-21-26N Longitude 82°-4-38 W

Owner hereby agrees to add the tank(s) listed above to the Wireless Communications Management Agreement.

This Agreement signed this 14th day of September, 2006

OWNER

Signature

Name and Title (print) DAVID S. COPELANDER
MAYOR

Witness CLERK OF COMMISSION

UTILITY SERVICE COMMUNICATIONS co., inc

Signature

Name and Title (print) Debbie Sullivan, Vice President Site Management

Witness

Form W-9
(Rev. October 2007)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give form to the
requester. Do not
send to the IRS.

Print or type
See Specific Instructions on page 1

Name (as shown on your income tax return)
UTILITY SERVICE COMMUNICATIONS CO, INC

Business name, if different from above

Check appropriate box: ☐ Individual/
Sole proprietor ☒ Corporation ☐ Partnership ☐ Other ▶ ☐ Exempt from backup
withholding

Address (number, street, and apt. or suite no.)
535 GENERAL COURTNEY HODGES BLVD; PO BOX 1350

City, state, and ZIP code
PERRY, GA 31069

List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number

--	--	--	--	--	--	--	--	--	--

or

Employer identification number

5	8	2	5	8	7	4	6	5
---	---	---	---	---	---	---	---	---

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

Sign
Here

Signature of
U.S. person ▶

Deddie Sullivan

Date ▶

4-30-09

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

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Exhibit C

List and attach copies of all licenses and permits, Phase I, Phase II, NEPA, SHPO findings pertinent to the Site, and a current insurance certificate

(Insurance certificate must contain waiver of subrogation)

Attach Executed lease termination

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Exhibit D

Utility Service Communications co., inc. (USCCI)

Structural & Drawing Requirements

Structural Requirements:

Gross Analysis, with calculations, of the entire structure using wind loads appropriate for the geographical area per the latest AWWA code requirements. The analysis must show the actual versus allowable stresses for the anchor bolts, wind rods, columns and struts. In addition, local stresses should be evaluated at the antenna supports attachment points.

Summary page must include:

1. Size of Tank (Capacity in gallons).
2. Total number of posts if corral installation and number of coax.
3. Total number of antenna and coax if balcony installation.
4. Wind load used (MPH).
5. Diameter of Tank bowl and balcony.
6. Total Tank height.
7. Balcony height.

Drawing Requirements:

1. All drawings must be Site specific.
2. If USCCI Project Manager has made site visit prior to drawing, a sketch of site (not to scale) will be given to Site Acquisition contact.
3. 4-6 gang meter for Power and Telco must be placed at the Site to accommodate utility meter reader.
4. Coax may be required to be buried by USCCI Project Manager and/or Tank Owner.
5. Coax must be routed on the inside (riser side) face of the Tank leg. Only exception: design of Tank would not allow.
6. 1st and/or 2nd Licensee coax must be installed in the inside of a hinged jumbo cluster bracket. 2nd and/or 3rd Licensee install on outside of same bracket, if ground Equipment location will allow.
7. Tank height, RAD center height, balcony height must be on plans.
8. If Licensee is co-locating on top of Tank or corral, the diameter of Tank must be on plans. Plans must indicate current antenna locations on the Tank.
9. Only full sealed welding is allowed and must be indicated on plans.
10. All coax running over the bowl of Tank must have at least 4' separation from Tank logo and coax must be shrouded with shrouding painted to match Tank.
11. Corral must be painted to match Tank.
12. Licensee may be required to use colored coax to match Tank.
13. Painting of coax not allowed.

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14. Corral posts must be marked 1, 2, 3, etc., indicating which post Licensee will be using and the orientation of the antenna's. Post #1 to align with True North. (No skipping of post within a sector)
15. The number of coax installed must be denoted on plans.
16. Licensee may be required to install a "Stymielock" at the compound entry gate. If applicable this lock must be denoted on the drawings.
17. Signature box must be included on the title sheet. Signature box to include:
 - a. USCCI Project Manager
 - b. Licensee Project Manager
18. The distance from Tank to Equipment shall be no less than 10'.
19. Licensed Ground area must be in concrete not gravel, due to ground maintenance problems.
20. Low-level Ice Bridge must have concrete underneath to prevent weed or grass growth.

Installation must follow Installation Standards in License Agreement along with any site-specific requirements and/or Governmental and AWWA requirements.

Installation inspection must be performed by USCCI Site Management division prior to Licensee being allowed to go on air (Regardless of Contractor).

USCCI Project Manager will make every effort to meet at the Tank Site with Tank Owner, Site Acquisition contact, Project Manager and any other parties prior to Licensee submitting for plans. This will help insure drawings are correct the first time.

Make sure all involved parties are issued these requirements as well as Installation Standards in License Agreement.

If you have any questions, please contact:

Lee Duke, USCCI Project Manager at 1-478-988-5260 or Cell: 1-478-396-0843. Or, Debbie Sullivan, USCCI Vice President Site Management at: 1-800-679-7819 or 1-478-396-9534.

PROPRIETARY INFORMATION
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Exhibit E

Utility Service Communications co., inc. (USCCI) Installation Standards for Antennas and Related Communication Equipment

1.0 Introduction:

1.1 The various communication companies have been installing antennas and related communication Equipment on Tanks for a number of years, but more recently the frequency and complexity of these installations has increased dramatically. The types of installations typically being utilized have the potential of reducing the structural integrity of the Tank facility and have several adverse effects on the maintenance of the structure and its coating systems. Major Tank manufactures have historically avoided providing any engineering analysis or installation assistance with regard to this type of Equipment.

1.2 The purpose of this standard is to:

1. Provide a general guide for Licensee, their consultants, site construction managers, installation contractors and their crews.
2. Prevent possible structural failure.
3. Ensure compliance with the industry standards that were in place during the original construction of the facility.
4. Ensure current operational and maintenance standards.
5. Provide maintenance access to the Tank.

New appurtenances and attachments are to be in compliance with the latest AWWA codes and regulations including proposed amendments and or commentaries.

1.3 Licensee may be required to install a "Stymielock" on the compound entry gate.

1.4 Antenna installations on Tanks without previous Licensee antenna installations will be required to furnish and erect a corral in accordance with USCCI standard design and meeting the OSHA 1926-502 Rail Requirements with a locking gate when applicable.

1.5 At Tank Owner's request, Licensee may be required to use colored coax to match the color of the Tank as closely as possible.

2.0 Contractor Qualifications:

2.1 All licensee installations require the use of certified electronics technicians, steeplejacks electricians or licensed contractors that have received USCCI approval prior to commencing any installation work. Such approval

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shall require the completion of a USCCI Contractors Qualification Package along with submittal of photographs of prior Tank installations. All installation work shall be in accordance with an USCCI previously approved installation plan. USCCI, at its sole discretion, shall have the right to supervise the installation of any and all Equipment. Certificates of insurance will be required by USCCI of any installer.

- 2.2 All approved installers shall have demonstrated capability of conforming to established manufacturer's installation standards, as well as any special standards imposed by USCCI. All work shall be performed in a neat and workmanlike manner.
- 2.3 All installers will have a certified welder per AWS D1.1 performing any welding.
- 2.4 All installers will have a demonstrated familiarity with AWWA D100 code requirements as it relates to the installation of appurtenances and attachments.

3.0 Health and Safety:

- 3.1 Access to an existing structure shall not be permitted by installation personnel without the express consent and approval of USCCI.
- 3.2 Any access to the interior of the Tank is not permitted unless the Tank is emptied, taken out of service and isolated from the water supply system.
- 3.3 Precautions shall be taken to prevent water contamination. Any intrusion to the Tank interior may be considered contamination. If contamination occurs disinfect the Tank (see ANSI/AWWA C652)
- 3.4 Lockout and Tagout procedures should be in place and followed.
- 3.5 Site keys obtained will not be duplicated. Combinations shall not be shared with anyone.
- 3.6 Personal RF monitors must be worn and examined when it is not possible to turn off the energy to any and all existing devices on the structure.
- 3.7 The coating system shall be checked for hazardous materials. Where hazardous materials are found, the environment, potable water supply and all personnel shall be protected from contamination in accordance with applicable standards.

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- 3.8 The contractor shall provide fall protection for their personnel during installation or inspection of any Equipment in accordance with OSHA.
- 3.9 Cables shall not be attached to any ladder structures, in accordance with OSHA standards.
- 3.10 Manholes and other access ports shall not be obstructed in any way by cable routing or attachments, in accordance with OSHA standards.
- 3.11 Balconies and platforms shall not be obstructed in any way by cable routing or attachments, in accordance with OSHA standards.

4.0. General Workmanship:

- 4.1 Epoxy attachments shall not be used. Epoxy compounds can lose strength at temperatures exceeding 140 degrees Fahrenheit. Additionally, epoxy compounds can be subjected to extreme stresses from thermal expansion/contraction of the metal structure due to changes in the ambient temperature and subsequently exhibit shear failure.
- 4.2 Stud welding shall not be used. A properly installed stud weld will scorch the internal coating system in the same manner as ordinary stick welding. In addition, the plate attachment to the studs is open to water seepage and corrosion from trapped water and moisture. Proper coating procedures cannot be used on the Tank surfaces that have plates or other attachments bolted to them.
- 4.3 Any penetrations larger than 3" in diameter that are to be cut into the support structure require special expertise in design and installation to minimize the possibility of structural damage to the structure. Consideration should be given to reducing the Tank water level whenever openings are cut into the support structure per AWWA recommendations. A professionally engineered solution must be provided.
- 4.4 Older Tanks are prone to hidden corrosion. A careful inspection of all components, including ultrasound thickness measurements are recommended to verify the Tank's structural strength relative to the original design. Corrective repairs should be made as recommended by a professional structural engineer competent with AWWA code requirements.
- 4.5 Antenna cables should be arranged and located to allow protective wrapping during abrasive blasting and recoating. Neatly arranged cables shall be offset from the Tank to allow maintenance contractors to perform this work without removing the cable runs. Chaining or strapping to tower legs or handrails is not allowed. Cable runs should be

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- routed under balconies or walkways to minimize access and rigging interference. Vertical coax routing up a leg should be orientated towards the center of the Tank on the inside face of the leg, typically between the struts and riser rods.
- 4.6 Licensee shall use hinged cluster brackets with snap-in clips capable of supporting twenty-four (24) 1 5/8" coax cables and shall route the coax cables on the inside of the cluster brackets.
- 4.7 Cables and antenna shall be installed to provide a minimum of 6" clearance from the coating systems. Any deviations must be expressly approved by USCCI.
- 4.8 Coax runs shall have a minimum of 4'-0" clearance from Tank logos. The coax run on the Tank bowl shall be shrouded and painted to match the Tank.
- 4.9 Coax hoisting grips shall not be supported by the balcony. The balcony is a critical structural component of the Tank structure.
- 4.10 If new antennas are installed on the top of the Tank, FAA obstruction lighting may need to be installed or raised to meet FAA guidelines. Local FAA height restrictions should be adhered to strictly.
- 4.11 Many components common to the communications industry are designed for easy shipping. When bolted together, back to back components should be seal welded to prevent future corrosion and rust streaking.
- 4.12 When electrical components are installed within the Tank support pedestal, the effects of high humidity, moisture and condensations should be considered and the Equipment adequately protected or waterproofed.
- 4.13 Interference with interior Tank components should be considered and avoided to minimize cable rerouting.
- 4.14 Penetrations shall be designed in accordance with AWWA section 3.13.
- 4.15 Penetrations through walkways and platforms shall be toe board compliant in accordance with OSHA regulations.
- 4.16 Ground bars and leads shall not be installed on any part of the structure. Full seal welded coax and antenna standoffs may be utilized for mounting ground bars and leads.
- 4.17 A structural analysis by a professional engineer competent in the application of the AWWA code requirements is required on each structure.

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4.18 All installers shall comply with applicable local, state and federal requirements. In the absence of any applicable government standards, applicable BOCA and NEC codes, as well as EIA, TIA and AWWA, Standards will apply.

4.19 All materials and workmanship are to be in compliance with the latest AWWA codes and regulations.

5.0 Welding:

5.1 All welding shall be in accordance with AWWA D100 Section 8, Welding and Section 11, Inspection and Testing. This requires all welders to be certified in accordance with AWS D1.1.

5.2 All welds to the Tank surface shall be made with E7018 low hydrogen rod and shall be smooth and free of burs and undercuts. Unacceptable welds shall be repaired as 6.1 requires to meet AWWA D100 requirements.

5.3 No welding shall be done when the ambient temperature is below 32 degrees Fahrenheit unless the cold weather welding requirements of AWWA D100, Section 10.2.1 are followed.

5.4 Penetrations shall not intersect Tank weld seams. Penetrations should clear existing seams by 6 inches. If this clearance is not possible, a review by a professional engineer shall be made of adjacent weld seams that may be affected by local welding.

5.5 Welding to the Tank or access tube opposite the water level is not permitted. The water level shall be drawn down to a level not less than 2 feet below the point of welding.

5.6 Galvanized components shall not be welded directly to the Tank surface. Galvanized surfaces mating to the Tank structure must be ground free of galvanizing prior to welding.

5.7 Tubular columns on multi-leg supported Tanks are hermetically sealed and must not be breached or punctured under any circumstance since moisture will accumulate inside the leg and eventually cause serious structure damage.

6.0 Painting:

6.1 Welding may cause blistering of the interior paint opposite the weld. Damaged interior paint surfaces shall be repaired in a manner that is compatible with the existing paint system. Exterior paint damage shall be repaired after completion of the antenna installation, and should be compatible with the existing paint system. It is recommended that a one-year anniversary inspection be made to evaluate the quality of the touchup and repainting if

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required. AWWA D102 should be consulted for proper paint procedure.

6.2 All painting and surface preparation shall be in compliance with SSPC and NACE regulations.

6.3 Utility Service Company must be given "First Right of Refusal" to perform the interior touch up on Tanks that are currently being maintained by Utility Service Company.

7.0 Electrical:

7.1 All installation work shall be performed in a neat and workmanlike manner. Any new installation shall not cause mechanical, electrical or electronic interference to other RF Equipment located on the site.

7.2 All installations shall comply with all applicable local, state and federal requirements. In the absence of any applicable government standards, applicable BOCA and NEC codes, as well as EIA, TIA and AWWA must be adhered to.

7.3 All RF Equipment and transmission lines installed shall be FCC type accepted for the radio service and frequencies proposed in the license Agreement and attached exhibits.

7.4 All transmission lines shall be attached to tower coax supports using snap-in hangers. The use of stainless steel angle adapters (Andrew 31768A or approved equal) is authorized. Cable ties are not permitted.

7.5 Where practical, cable runs shall be buried between the tower and electrical Equipment housing.

7.6 When possible, the Equipment cabinet or shelter will be located a minimum of 10'-0" from the Tank.

7.7 A four (4) to six (6) gang meter for Power and Telco shall be provided by the Licensee.

8.0 Equipment:

8.1 All transmission lines shall be tagged at the top and bottom of each run near the connector with an identification tag containing the Licensee's name, with Sector, Location FCC or IRAC call sign and the frequency assigned. Brass tags with copper wire are preferred. Plastic tags with vinyl labels or indelible ink markings are acceptable. Licensee's name, site name, site I.D., site address, contact for the licensee, phone number and the output power must be posted at the site.

8.2 Licensee shall be responsible for the proper signage at the site per all regulatory requirements.

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- 8.3 Equipment shall only be installed in locations and positions determined by Utility Service Communications. The USCCI Project Manager will designate the exact locations for the installation of electric Equipment, transmission lines and antennas. If for any reason the proposed installation cannot conform to these instructions, the USCCI Project Manager shall be contacted prior to any further work.
- 8.4 All installed Equipment shall be housed in suitable EIA approved enclosures or Equipment racks. All enclosure doors and covers shall remain closed and locked at all times except during actual Equipment servicing.
- 8.5 Any new installation will not cause mechanical, electrical or electronic interference to other Licensee RF Equipment, other associated Licensee Equipment or any Licensor Equipment located in the Equipment shelter, tower structure or anywhere else on the site.
- 8.6 Equipment installed greater than 20'-0" from the Tank must have the coax run buried per applicable specifications.
- 8.7 Ice bridges must either be a maximum of 16" above grade with concrete underneath to prevent ground maintenance problems. Or, a minimum of 7'-0" above grade to allow Tank owner to maintain the grounds.
- 9.0 Inspections & Approvals:
- 9.1 USCCI shall be provided with 'as-built plans' or Tank mapping for review.
- 9.2 USCCI shall be provided with the structural analysis for review and approval. (See "Exhibit D" for Requirements)
- 9.3 USCCI shall be provided with all drawings for review and approval prior to start of construction. (See "Exhibit D" for Requirements)
- 9.4 USCCI must be supplied with a copy of the Purchase Order (P.O.) and/or Notice to Proceed (NTP) and a tentative schedule date of when exterior and interior touch up will be completed.
- 9.5 Contractor shall provide a closeout package at the end of the project prior to acceptance by USCCI. This package shall supply as a minimum, photographs, sweep charts, copies of permits and as-built drawings and lien waivers for subcontractors and vendors.
- 9.6 USCCI Site Management must complete a final inspection and approve prior to Licensee going on air. (Regardless of Contractor)

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If you have any questions regarding these installation standards,
contact:

Lee Duke, USCCI Project Manager at: 1-478-988-5260 Cell: 1-478-
396-0843 OR

Debbie Sullivan, Vice President Site Management at 1-800-679-7819
Cell: 1-478-396-9584.

PROPRIETARY INFORMATION
DO NOT DUPLICATE OR RE-DISTRIBUTE WITHOUT APPROVAL

Licensee Site: 026-010 / FA# 10019420
1012 Kipling Road, Augusta, GA 30904

LEASE TERMINATION AGREEMENT

THIS LEASE TERMINATION AGREEMENT (the "Agreement") is made and entered into as of this 1st day of May, 2009, by and between **Augusta Georgia** hereinafter referred to as "LANDLORD", and **NEW CINGULAR WIRELESS PCS, LLC**, a Delaware limited liability company, successor by merger to BellSouth Personal Communications, LLC, its affiliates, successors hereinafter referred to as "TENANT".

WITNESSETH:

WHEREAS, LANDLORD and TDI, INC entered into a Co-Location Option and Lease Agreement dated July 2, 1997 a copy of which is attached hereto as Exhibit "A"; and

WHEREAS, TDI, INC. and TENANT entered into an Assignment Agreement dated October 17, 1997 a copy of which is attached hereto as Exhibit "B" (hereinafter referred to as the "Assignment"); and

WHEREAS, LANDLORD AND TENANT entered into an Amendment to Co-Location Option and Lease Agreement dated October 15, 2002 a copy of which is attached hereto as Exhibit "C" (hereinafter referred to as the "Amendment"); and

WHEREAS, TENANT and LANDLORD have agreed and desire to terminate the Lease;

NOW, THEREFORE, in consideration of the mutual covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties mutually agree as follows:

Licensee Site: 026-010 / FA# 10019420
1012 Kipling Road, Augusta, GA 30904

The parties agree that the Lease shall be and the same is hereby revoked and terminated in its entirety and the Leased term thereby demised is hereby brought to an end effective at the signing of this Agreement.

-2-

LANDLORD agrees that simultaneously with the execution of this Agreement that TENANT shall execute and enter into that certain License Agreement (as Licensee), attached hereto as Exhibit "D", with Utility Service Communications, Co. Inc., (as Licensor), for the same property as described in Exhibit "A" attached hereto.

-3-

LANDLORD and TENANT hereby releases and discharges each other from any and all claims that each party has or may have against the other arising out of or resulting from the Lease.

-4-

That the parties hereto represent and warrant that the officers and/or representatives executing this Agreement have the full and complete authority to do so and each party agrees to indemnify the other from and against any liability, loss or damages resulting from the failure of such officers and or representatives having the authority to execute this Agreement.

-5-

We will hold each other mutually harmless for the performance of the contracts and termination of the same.

Licensee Site: 026-010 / FA# 10019420
1012 Kipling Road, Augusta, GA 30904

IN WITNESS WHEREOF, LANDLORD and TENANT have executed this
Agreement as of the day and year first above written.

WITNESSES:

LANDLORD

Augusta Georgia

(witness #1)

By: _____

Print: _____

Its: _____

(witness #2)

STATE OF _____)

ACKNOWLEDGEMENT

COUNTY OF _____)

THE foregoing instrument was acknowledged before me this ____ day of
_____ 2009 by _____ of _____.

_____(SEAL)

Notary Public for _____

Commission Expires: _____

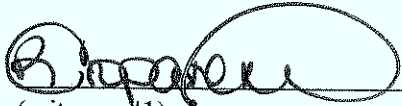
Licensee Site: 026-010 / FA# 10019420
1012 Kipling Road, Augusta, GA 30904

WITNESSES:

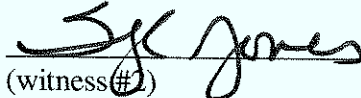
TENANT

New Cingular Wireless PCS, LLC

By: AT&T Mobility Corporation
Its: Manager


(witness #1)

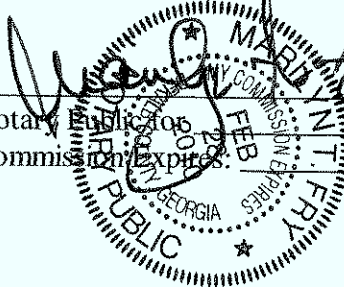
By: 
Print: Scott Davidson
Its: Real Estate Construction Mgr.


(witness #2)

STATE OF Ga
COUNTY OF DeKalb

ACKNOWLEDGEMENT

THE foregoing instrument was acknowledged before me this 16 day of June, 2009 by Scott Davidson as Manager, of New Cingular Wireless PCS, LLC, a Delaware limited liability company, as successor by merger to BellSouth Personal Communications, LLC.

 (SEAL)
Notary Public for
Commission Expires: _____

Licensee Site: 026-010 / FA# 10019420
1012 Kipling Road, Augusta, GA 30904

Exhibit A

Attach copy of Co-Location Option and Lease Agreement

Lumpkin Road 026-010A

CO-LOCATION OPTION AND LEASE AGREEMENT

THIS CO-LOCATION OPTION AND LEASE AGREEMENT (the "Agreement"), entered into this 2nd day of July, 1997, between RICHMOND COUNTY, GEORGIA, nka Augusta, Georgia (hereinafter referred to as "LANDLORD") and TDI, INC., a Georgia corporation (hereinafter referred to as "TENANT").

LANDLORD ~~[holds leasehold interest in]~~ ^[owns] a certain parcel of property located at and around the water tower at the intersection of I-520 and Deans Bridge Road City of Augusta County of Richmond, State of Georgia, more specifically described in Exhibit "A", attached hereto and made a part hereof (hereinafter referred to as the "Leased Premises") and LANDLORD owns a ~~communication~~ tower (hereinafter referred to as the "Tower") erected on the Leased Premises. TENANT desires to obtain an option to use certain designated space of the Leased Premises and the Tower as follows:

OPTION

NOW THEREFORE, in consideration of the sum of One Thousand and No/100's Dollars (\$1,000.00) (hereinafter referred to as the "Option Money"), to be paid by TENANT to LANDLORD upon TENANT's execution of this Agreement, LANDLORD hereby grants to TENANT the exclusive right and option (hereinafter referred to as the "Option") to use designated space of the Leased Premises and the Tower together with non-exclusive easements for access and utilities to the Leased Premises and the Tower in accordance with the terms and conditions set forth herein.

Option Period. The Option may be exercised at any time on or prior to See Addendum No. 2, par. 2, 19 (the "Option Period"). At TENANT's election, and upon TENANT's written notice to LANDLORD prior to expiration of the Option Period, the Option Period may be further extended for an additional period of six (6) months, through and including 19 with an additional payment of Dollars (\$ by TENANT to LANDLORD for the extension of the Option Period. The Option Period may be thereafter further extended by mutual agreement in writing. If TENANT fails to exercise the Option within the Option Period, as it may thereafter be extended as provided herein, the Option shall terminate, all rights and privileges granted hereunder shall be deemed completely surrendered, LANDLORD shall retain all money paid for the Option, and no additional money shall be payable by either party to the other.

*See Addendum #1

Transfer of Option. ~~The Option may be sold, assigned, or transferred at any time by TENANT to TENANT's parent company or any affiliate or subsidiary of TENANT or its parent company or to any third party agreeing to be subject to the terms hereof. Otherwise, the Option may not be sold, assigned or transferred without the written consent of LANDLORD, such consent not to be unreasonably withheld. From and after the date the Option has been sold, assigned or transferred by TENANT to a third party agreeing to be subject to the terms hereof, TENANT shall immediately be released from any and all liability under this Agreement, including the payment of any rental or other sums due, without any further action.~~ LSO
LMW
Rc

Changes in Property During Option Period. If during the Option Period or any extension thereof, or during the term of this Agreement if the Option is exercised, LANDLORD decides to subdivide, sell or change the status of the zoning of the Leased Premises or the other real property of LANDLORD contiguous to, surrounding, or in the vicinity of the Leased Premises ("LANDLORD's Surrounding Property"), LANDLORD shall immediately notify TENANT in writing. Any sale of the Leased Premises or the Tower shall be subject to TENANT's rights under this Agreement. LANDLORD agrees that during the Option Period or any extension thereof, or during the term of this Agreement if the Option is exercised, LANDLORD shall not initiate or consent to any change in the zoning of the Leased Premises or LANDLORD's Surrounding Property or impose or consent to any change in the zoning of the Leased Premises or LANDLORD's Surrounding Property or impose or consent to any other restriction that would prevent or limit TENANT from using the Leased Premises for the uses intended by TENANT as hereinafter set forth in this Agreement.

Title. LANDLORD warrants that LANDLORD is seized of good and marketable title to the Leased Premises and the Tower and has full power and authority to enter into and execute this Agreement. LANDLORD further warrants that there are no deeds to secure debt, mortgages, liens or judgments encumbering the Leased Premises and the Tower ~~except as set forth in Exhibit B attached hereto~~, and that there are no other encumbrances on the title to the Leased Premises or the Tower, ~~except as set forth on Exhibit B attached hereto~~ that would prevent TENANT from using the Leased Premises for the uses intended by TENANT as hereinafter set forth in this Agreement. LSO
LMW
Rc

Inspections. LANDLORD shall permit TENANT during the Option Period, and any extension thereof, free ingress and egress to the Leased Premises and the Tower by TENANT and its employees, agents and contractors to conduct structural strength analyses, subsurface boring tests, radio frequency tests and such other tests, investigations and similar activities as TENANT may deem necessary, at the sole cost of TENANT. TENANT and its employees, agents, and contractors shall have the right to bring the necessary vehicles and equipment onto the Leased Premises or the Tower and the LANDLORD's Surrounding Property to conduct such tests, investigations and similar activities.

Surveys. LANDLORD also hereby grants to TENANT the right to survey the Leased Premises and LANDLORD's Surrounding Property, and the legal description of the Leased Premises on the survey obtained by TENANT shall then become Exhibit "C", which shall be attached hereto and made a part hereof, and shall control in the event of discrepancies between it and Exhibit "A".

Governmental Approvals. TENANT's ability to use the Leased Premises and the Tower is contingent upon its obtaining all certificates, permits, and other approvals that may be required by any federal, state or local authorities. If requested by TENANT, any such applications may be filed with respect to, not only the Leased Premises, but also LANDLORD's Surrounding Property. TENANT will perform all other acts and bear all expenses associated with any zoning or other procedure necessary to obtain any certificate, permit, LEASE or approval for the Leased Premises deemed necessary by TENANT. LANDLORD agrees not to register any written or verbal opposition to any such procedures.

Exercise of Option. TENANT shall exercise the Option by written notice to LANDLORD by certified mail, return receipt requested. The notice shall be deemed effective on the date it is posted. On and after the date of such notice, this Agreement shall also constitute a lease agreement between LANDLORD and TENANT on the following terms and conditions:

LEASE AGREEMENT

1. **Premises:** LANDLORD hereby leases to TENANT space on the Tower to the extent necessary to enable TENANT to erect, maintain, repair, replace and operate the following and associated equipment, all for the purpose of a communications facility and uses incidental thereto:

(a) Three (3) transmit and three (3) receive antennas and zero (0) Microwave dish(es) to be located on the catwalk foot () to foot () level of the Tower. LANDLORD will cause a structural analysis to be performed (at TENANT's expense) to establish percentage of Tower capacity used by this equipment. TENANT may substitute number and size of antennas at any time during this Agreement as long as TENANT stays between the on the catwalk foot () to foot () level, does not use any additional Tower capacity and complies with all the other terms of this Agreement (i.e., interference.)

(b) Flexible transmission lines between the antennas and communications equipment, to be anchored and installed on the Leased Premises in accordance with good and accepted engineering practices, including without limitation the right to run such lines and other cables within the line space.

LANDLORD also leases to TENANT a twenty-five foot by thirty foot (25' x 30') area of land, being a portion of the Leased Premises, as described and depicted on the attached Exhibit "A", for locating certain equipment described as BTS equipment.

LANDLORD shall allow TENANT to pour a ten foot by fifteen foot (10' x 15') concrete pad within this designated leased area and place an unmanned equipment shelter within the designated area, which has been specifically described on Exhibit "A". TENANT must obtain prior written approval of same pursuant to the terms and conditions set forth in Paragraph 7 of this Agreement.

TENANT shall furnish, to its unmanned equipment shelter, electric and telephone service for the operation of TENANT's communications equipment. TENANT shall be solely liable for utility expenses relating to its installation and equipment. TENANT's electrical service shall be separately metered, and TENANT shall be responsible for all costs associated with metering, including the cost of installing any meter.

LANDLORD hereby grants non-exclusive easements for access and utilities to the Leased Premises and the Tower during the term of this Agreement, and the right to place any utilities on or to bring utilities across the Leased Premises in order to service the Leased Premises, Tower, antennas and other equipment. LANDLORD shall provide 24 hour, 7 days per week access to TENANT for maintenance purposes.

2. **Term:** ~~This Agreement shall commence upon the earlier of the start of construction of the equipment shelter and pad or the installation of the antenna on the Tower, which date shall be provided to LANDLORD in writing within ten (10) days following the start of said construction, and which written notice shall automatically become a part of this Agreement.~~ This Agreement shall then run for a period of five (5) years, subject to the terms and conditions set forth in Paragraph 15 hereof. LSD
CW
AL

3. **Rental:** Beginning as of the commencement date of this Agreement, as defined in Paragraph 2 above, TENANT shall pay as an annual lease fee, in advance, the sum of Twelve Thousand and No/100's ----- Dollars (\$12,000.00). Said sum shall be paid by TENANT on the anniversary of the commencement date each year thereafter throughout the term of this Agreement.

4. **Extension of Term.** TENANT shall have the option to extend the term of this Agreement for ~~four (4)~~ additional consecutive five (5) year periods. Each option for an extended term shall be deemed automatically exercised without notice by TENANT to LANDLORD unless TENANT gives LANDLORD written notice of its intention not to exercise any such option, in which case, the term of this Agreement shall expire at the end of the then current term. All references herein to the term of this Agreement shall include the term as it is extended as provided for in this Agreement.

The annual rental for the extended terms shall be as follows:

Extended Term	Annual Rental
1st	\$13,800.00
2nd	\$15,870.00
3rd	\$
4th	\$

pc
cud

The annual rental for the extended terms shall be payable in the same manner as the annual rental for the initial term.

~~If at the end of the fourth (4th) extended term this Agreement has not been terminated by either party, this Agreement shall continue in force upon the same covenants, terms and conditions for a further annual term, and for annual terms thereafter until terminated by either party. The annual rental fee for each additional renewal period shall be equal to the annual rental fee paid for the immediately previous term and increased by _____ percent (____%), and same increase shall apply each year thereafter should this Agreement be renewed.~~

pc
cud
pc

5. Tower Studies. TENANT agrees to reimburse LANDLORD for the cost of all necessary Tower studies determining feasibility of Tower loading due to TENANT's antenna. Should Tower modification be required, the cost of all such modifications shall be borne by TENANT. TENANT shall submit plans and specifications to LANDLORD for written approval prior to commencement of any modification. LANDLORD shall conduct a Tower inspection upon completion of modification to insure work compliance. Should Tower inspection identify non-conforming work, TENANT shall correct such non-conforming work after which LANDLORD will conduct another Tower inspection to approve the corrections. Cost of the aforementioned Tower inspections and work corrections shall be at the sole cost and expense of TENANT and shall be conducted pursuant to the terms and conditions set forth in Paragraph 7 of this Agreement.

6. Approvals. TENANT is responsible for obtaining all necessary Federal, State and local governmental approvals.

7. Installation Plans. TENANT, without liability of any kind to LANDLORD, may commence work only after LANDLORD has approved all plans and specifications in writing. LANDLORD's approval shall not be unreasonably withheld or delayed. TENANT agrees to comply with all of LANDLORD's reasonable requirements. LANDLORD shall have the option to consult with TENANT's contractor prior to any installation and/or maintenance that will require access to the Tower structure.

8. Standard for Performance. TENANT, at its sole cost and expense, shall cause the approved work to be done and completed in a good, substantial and

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workmanlike manner, free from faults and defects, and in compliance with all legal requirements, and shall utilize only first class materials and supplies. TENANT shall be solely responsible for construction means, methods, techniques, sequences and procedures, and for coordinating all activities related to the work.

9. **Payment of Costs and Expenses.** TENANT shall provide and pay for all labor, materials, goods and supplies, equipment, appliances, tools, construction equipment and machinery and other facilities and services necessary for the proper execution and completion of the work. TENANT shall promptly pay when due all costs and expenses incurred in connection with the work. TENANT shall pay all sales, consumer, use and similar taxes required by law in connection with the work, and shall secure and pay for all permits, fees and licenses necessary for the performance of the work.

10. **LANDLORD's Repairs.** LANDLORD will make, at its expense, all necessary repairs and replacements, as well as alterations required by any governmental authority having jurisdiction in and to the Tower, unless the required repairs, replacements, or alterations are solely required for the TENANT's communication equipment located on the Tower, and if so, the TENANT shall make, at its expense, all necessary repairs, replacements, and alterations as required.

11. **TENANT's Repairs.** TENANT shall maintain in a good state of repair, and in good operating condition, its antenna, transmitting and other equipment, all in accordance with good engineering practices and applicable governmental rules and regulations. In the event inspection, maintenance or repairs to TENANT's antenna and equipment are required, TENANT shall use qualified technicians and submit for LANDLORD's approval the names of technicians or contractor proposed to make necessary ascents and descents of LANDLORD's Tower.

12. **Interference.** ~~LANDLORD and TENANT shall at all times exercise the greatest care and judgment to prevent damage to the services of the other. TENANT will cause its engineers to verify, by frequency search, that its signal will not interfere with the radiating or receiving facilities of LANDLORD or others using LANDLORD's property as of the date of execution of this Agreement. In the event interference is encountered, TENANT and LANDLORD will exercise their best efforts to promptly and diligently resolve such problems immediately after notice of such interference. In the event TENANT is unsuccessful in its efforts to resolve the interference after a reasonable period (but not more than 120 days), LANDLORD may terminate this Agreement without further liability to TENANT, except as provided below. Interference shall be deemed to be any interference which violates the terms and conditions of transmitter licenses, and/or rules and regulations of the Federal Communications Commission and/or interference of LANDLORD's use, transmittal, or communications.~~

fsd
wd
MK

13. Indemnification. TENANT shall be liable for any damage to the Tower, or to any equipment located on the Tower, arising out of or in connection with TENANT's use or occupancy of the Tower and Leased Premises and caused by the negligence or willful or intentional misconduct of its agents or employees. LANDLORD shall be liable for any damage to any of TENANT's equipment located on the Tower arising out of or in connection with LANDLORD's use or occupancy of the Tower and Leased Premises and caused by the negligence or willful or intentional misconduct of its agents or employees. ~~Each party agrees to indemnify, defend and hold harmless the other party from and against any and all damages, liability, loss and claims for injuries to or death of person and for damages, liability, loss and claims to the Leased Premises, appurtenances or approaches thereto, arising out of or in connection with such party's use or occupancy of the Tower and the Leased Premises.~~ JSD CLK PK

14. Contingencies. This LEASE is contingent upon approval by regulating governmental authorities. In the event such approval is withheld or subsequently withdrawn, or in the event that TENANT's use of said Tower is otherwise encumbered or determined to be inconsistent with the interest of LANDLORD's use of the Leased Premises, either party hereto, subject to all other terms and conditions of this Agreement, shall have the right to terminate this Agreement by ninety (90) days advance written notice to the other party, and said termination shall release LANDLORD and TENANT from all further obligations set forth herein one to the other. In such event, TENANT shall promptly remove, at TENANT's sole expense, its antenna and all other equipment and lines installed by or for the benefit of TENANT.

15. Termination. ~~In the event that LANDLORD's leasehold interest in the Leased Premises is canceled or terminated for any reason, this Agreement shall terminate as of the date of the termination of LANDLORD's leasehold interest and LANDLORD shall refund to TENANT, without interest, the pro rata share of the rent dollars that have been paid in advance of any unexpired term hereunder. LANDLORD shall provide notice to TENANT of any condition of default under LANDLORD's lease of the Leased Premises ("Master Lease"), or of the existence of any condition which upon the passage of time or giving of notice or both would become a breach under the terms of the Master Lease, and TENANT shall have the right, but not the obligation, to cure any such default under the Master Lease. LANDLORD shall be liable to TENANT for any and all costs incurred in curing such default.~~ JSD CLK PK

16. Default. Should TENANT fail to pay when due rent or any other amounts owed LANDLORD hereunder, or fail to cure any breach of any other provision of this Agreement after sixty (60) days written notice and demand, LANDLORD may terminate this Agreement immediately, without further notice, and require TENANT to remove, or cause to be removed, all of TENANT's equipment. TENANT shall, in such event, remain liable for any and all costs incurred for removal of TENANT's antenna, transmission lines and associated equipment from LANDLORD's Tower and for removal of associated

structures from space provided. LANDLORD shall not be liable for any damage to such equipment during its removal.

17. **Surrender of Premises.** Upon expiration or termination of this Agreement, TENANT, at its own cost and expense, shall completely remove or have removed, up to three feet (3') below grade, all structures, including antenna and associated mounting brackets, transmission equipment, concrete foundations, fences and other associated structures, and restore the Leased Premises to its original above grade condition, ordinary wear and tear excepted. If such time for removal causes TENANT to remain on the Leased Premises and Tower after the termination or expiration of this Agreement, TENANT shall pay rent at the then existing monthly pro-rata basis, until such time as the removal of TENANT's personal property and fixtures are completed.

18. **Assignment.** This Agreement may be sold, assigned or transferred at any time by TENANT to TENANT's parent company or any affiliate or subsidiary of TENANT or its parent company; to any successor entity with or into which TENANT is sold, merged or consolidated; or to any entity resulting from a reorganization of TENANT or its parent company; ~~or to any third party agreeing to be subject to the terms hereof.~~ Otherwise, this Agreement may not be sold, assigned, or transferred without the written consent of LANDLORD, such consent not to be unreasonably withheld or delayed. TENANT may sublease the Leased Premises, but will provide written notice to LANDLORD of the sublease. JSD
WD

19. **Notice.** All notices hereunder must be in writing and shall be deemed valid, if sent by certified mail, return receipt requested, or by any national courier service which requires proof of receipt, addressed as follows, or sent to any other address that the party to be notified may have designated to the sender by like notice at least thirty (30) days prior:

As to LANDLORD: Administrator, Augusta, Georgia
801 Municipal Building
Augusta, Georgia 30911
Attention: Charles R. Oliver

As to TENANT: TDI, Inc.
5901-A Peachtree Dunwoody Road, Suite 500
Atlanta, Georgia 30328

20. **Binding Agreement.** This Agreement shall extend to and bind the heirs, personal representatives, successors and assigns (when allowed to be assigned) of the parties hereto.

21. **Condemnation.** If the whole of the Leased Premises, or such portion thereof as will make the Leased Premises unusable for the purposes herein Leased, are

condemned by any legally constituted authority for any public use or purpose, or sold under threat thereof, then in either of said events the term hereby granted shall cease from the time when possession of the Leased Premises, inclusive of the Tower, is taken by public authorities, and rental shall be accounted for as between LANDLORD and TENANT as of that date on a pro-rata basis for rents paid in advance. Any lesser condemnation shall in no way affect the respective rights and obligations of LANDLORD and TENANT hereunder. Nothing in this provision shall be construed to limit or affect TENANT's right to an award of compensation of any eminent domain proceeding for the taking of TENANT's antenna and equipment, if taken.

22. Property Taxes. ~~LANDLORD shall be responsible for all property taxes due on the Leased Premises.~~ JSP MC CW

23. Governing Laws. This Agreement and the performance thereof shall be governed, interpreted, construed and regulated by the laws of the state wherein the Leased Premises and the Tower are located.

24. Attorney Fees and Costs. ~~In connection with any enforcement action or litigation arising out of this Agreement, the prevailing party, whether LANDLORD or TENANT shall be entitled to recover all costs incurred, including reasonable attorney's and legal assistant fees, for services rendered in connection therewith, including appellate proceedings and post judgment proceedings.~~ JSP MC CW

25. Final Agreement. This Agreement represents the final agreement of the parties and no agreements or representations, unless incorporated into this Agreement, shall be binding on any of the parties. **The date of this Agreement shall be the day upon which it becomes fully executed by all parties.**

26. Leasehold, Not Usufruct. This Agreement, if TENANT exercises the Option, grants to TENANT a leasehold estate and not merely a usufruct.

27. Miscellaneous. At the request of TENANT, LANDLORD agrees to execute a memorandum or short form of this Agreement in recordable form, setting forth a description of the Leased Premises, the term of this Agreement and other information desired by TENANT, for the purpose of giving public notice thereof to third parties. If LANDLORD fails to provide such document within ten (10) days of TENANT's request, TENANT, at TENANT's option, may withhold and accrue the monthly rental until such time as such document is received by TENANT.

-THE REMAINDER OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK-

IN WITNESS WHEREOF, the parties hereto have set their hands and
affixed their respective seals the day and year written below.

LANDLORD:

Signed, sealed and delivered this
14 day of July,
1997, in the presence of:

RICHMOND COUNTY, GEORGIA

By: [Signature]
Name: Larry E. Sconyers
Title: Mayor

Unofficial Witness

Nancy W. Morawski
Notary Public
My Commission Expires: 12-5-2001

Attest: [Signature]
Lena J. Bonner, ARC Clerk

Belinda J. Brown

(NOTARIAL SEAL)

TENANT:

TDI, INC., a Georgia corporation

Signed, sealed and delivered this
14th day of October,
1997, in the presence of:

By: [Signature]
Robert Cutler
President

[Signature]

Unofficial Witness

Attest: [Signature] Secretary

[Signature]

Notary Public

My Commission Expires:

Notary Public, Gwinnett County, Georgia
My Commission Expires December 7, 1999

(CORPORATE SEAL)

(NOTARIAL SEAL)

Addendum No. 1 to Co-Location Option and Lease Agreement dated July 2, 1997, by and between RICHMOND COUNTY, GEORGIA, nka Augusta, Georgia, as **LANDLORD, and **TDI, INC.**, as **TENANT****

LANDLORD and TENANT hereby agree that the terms and conditions of the Agreement are hereby supplemented and/or amended as follows:

1. In the event that LANDLORD's interest in the Leased Premises is a leasehold interest, the Agreement is modified as stated hereinafter:

Notwithstanding anything contained in the Agreement to the contrary, LANDLORD and TENANT acknowledge that LANDLORD's interest in the Leased Premises is a leasehold interest by virtue of that certain _____ Agreement, by and between LANDLORD, as _____, and _____, as _____, dated _____, 199____, and placed of public record by virtue of that certain Memorandum of _____, dated _____, 199____, and recorded in the public records of _____ County, in the state of _____, on _____, 199____, in Deed Book _____, Page _____ ("Master Lease"). Therefore, for purposes of the Agreement and the subsequent memorandum (referred to in Paragraph 27 of the Agreement), the defined terms of "LANDLORD" and "TENANT" are hereby deleted and replaced with "SUBLESSOR" and "SUBLESSEE", respectively. JOP
WJ
RC

Additionally, SUBLESSOR hereby swears and affirms that it has the right and the authority to lease the Leased Premises to SUBLESSEE and that any and all consents required with regard thereto have been obtained. Accordingly, SUBLESSOR does hereby agree to hold harmless and indemnify SUBLESSEE from any and all loss or damage incurred by SUBLESSEE, including attorney and paralegal fees, costs and consequential damages resulting from legal proceedings brought or threatened, the basis of which is an allegation that the Agreement violates the provisions of the Master Lease. Furthermore, as SUBLESSEE intends to title insure its leasehold interest in the Leased Premises, SUBLESSOR agrees that this indemnity shall also benefit SUBLESSEE's title insurance company, who will rely upon same in issuing said insurance.

2. In the event that the LANDLORD's interest in the Leased Premises is an ownership interest, Paragraph 15 is deleted in its entirety.

Any capitalized term used in this Addendum and not otherwise defined herein shall have the meaning given such term in the Agreement. In the event of conflict between the Agreement and this Addendum, this Addendum shall control.

LANDLORD's initials: LES

tdicolle.ga6/10/97tc

TENANT's initials: RC

ADDENDUM NO. 2 TO CO-LOCATION OPTION AND LEASE AGREEMENT
DATED July 2, 1997, BY AND BETWEEN RICHMOND COUNTY,
GEORGIA,* AS LANDLORD, AND TDI, INC., AS TENANT, RELATING TO THE
GEORGETOWN WATER TOWER
*** nka Augusta, Georgia**

LANDLORD and TENANT hereby agree that the terms and conditions of the Agreement are hereby supplemented and/or amended as follows:

1. LANDLORD and TENANT agree that the word "communication" found on the fifth line of the second paragraph of page 1 of the Agreement shall be stricken. Further, the parties agree that the Leased Premises consist in part of a water tower, which is the Tower referred to in this Agreement and which is known as the Georgetown water tower.
2. This Option Period shall expire at the end of the ninetieth (90) day following TENANT's receipt of written notice from LANDLORD that LANDLORD's repainting and other refurbishment work on the subject water tower, to include any clean up of lead based paint removed from the subject water tower, has been completed. Notwithstanding the above, LANDLORD makes no warranties, representations, or certifications as to the environmental status of the Leased Premises.
3. The second and third sentences of the fourth paragraph on page 1 of the Agreement are stricken in their entirety.
4. The first paragraph on page 2 of the Agreement is hereby stricken in its entirety and replaced with the following language:

Transfer of Option. The Option may be sold, assigned, or transferred at any time by TENANT to BellSouth Personal Communications, Inc., a Delaware corporation d/b/a BellSouth Mobility DCS, provided that said entity agrees to be subject to the terms of this Agreement. From and after the date the Option has been sold, assigned or transferred by TENANT to the entity referenced above, TENANT shall immediately be released from any and all liability under this Agreement, including the payment of any rental or other sums due, without any further action.

5. In the third paragraph on page 2 of the Agreement, the language "except as set forth in Exhibit "B" attached hereto" found at line 5 and at lines 6 and 7 of the paragraph are hereby stricken.

6. The first sentence of Section 2 of the Agreement, found on page 4 of the Agreement, is hereby stricken in its entirety and replaced with the following language:

This Agreement shall commence upon the date the Option is exercised by TENANT or the assignee identified herein.

7. Section 4 of the Agreement, found at page 4, is modified by striking, on line 2 of the first paragraph, the term "four (4)" and replacing that term with "two (2)." By virtue of this modification, TENANT shall have the option to extend the term of this Agreement for two (2) additional, consecutive 5-year periods.

The last paragraph of Section 4 of the Agreement, which is found on page 5 of the Agreement, is hereby stricken from the Agreement in its entirety.

8. Section 12 of the Agreement, found at page 6 of the Agreement, is hereby stricken in its entirety and replaced with the following language:

Interference.

(a) TENANT's equipment will not provide stray currents that will in any way damage the Tower's integrity.

(b) TENANT agrees to install equipment of types and frequencies which will not cause interference to LANDLORD or other occupants of the Leased Premises which are in place on LANDLORD's Tower as of the Commencement Date. If requested by LANDLORD, TENANT shall provide a detailed RF interference analysis showing potential conflicts between TENANT's frequencies and those of LANDLORD or other occupants already in place on LANDLORD's Tower. In the event TENANT's equipment causes such interference, TENANT will take all steps necessary to correct and eliminate the interference. If said interference cannot be eliminated within forty-eight (48) hours after receipt of written notice from LANDLORD to TENANT, TENANT shall temporarily disconnect the electric power and shut down TENANT's equipment (except for intermittent operations for the purpose of testing, after performing maintenance, repair, modification, replacement, or other action taken for the purpose of correcting such interference) and if such interference is not corrected within thirty (30) days after receipt of said written notice,

TENANT agrees to remove TENANT's equipment from the Leased Premises and this Agreement shall then terminate without further obligation on either part except as may be specifically enumerated herein.

(c) In the event LANDLORD enters into lease or license agreements with others for the Leased Premises, then LANDLORD agrees to require such lessees or licensees to install equipment of types and frequencies that will not cause interference to TENANT's communications operations being conducted on the Leased Premises. LANDLORD agrees that in the event such lessee or licensee causes interference with TENANT's equipment, LANDLORD will require such lessee or licensee to take all steps necessary to correct and eliminate the interference. If said interference cannot be eliminated within forty-eight (48) hours after receipt of notice of the existence of the interference from LANDLORD to such lessee or licensee, LANDLORD shall cause such lessee or licensee to disconnect the electric power and shut down such lessee's or licensee's equipment (except for intermittent operation for the purpose of testing, after performing maintenance, repair, modification, replacement, or other action taken for the purpose of correcting such interference) and if such interference is not completely rectified to the satisfaction of TENANT within thirty (30) days after receipt of said notice by such lessee or licensee, LANDLORD shall, upon TENANT's request, cause such lessee or licensee to remove its antennae and transmitting and receiving equipment from the Leased Premises.

(d) In the event that LANDLORD proposes to enter or does enter into lease or license agreements with others for other portions of the Leased Premises, TENANT, subject to TENANT's rights under section 8(c) of this Addendum 2, shall make reasonable efforts to cooperate with LANDLORD and such lessee or licensee to facilitate the co-location of such lessee or licensee on the Leased Premises. In making such reasonable efforts to cooperate, TENANT shall not be required to remove or relocate its existing antennae on the Tower.

(b) Upon thirty (30) days written notice by TENANT if it is unable to obtain or maintain any license, permit or other governmental approval necessary to the construction and operation of the facilities contemplated under this Agreement or TENANT's business; or

(c) By TENANT for any reason or no reason at all upon six (6) months' advance written notice from TENANT to LANDLORD.

11. The language "or to any third party agreeing to be subject to the terms hereof," found at the fifth line of Section 18 of the Agreement (at page 8), is hereby stricken.

12. Section 22 of the Agreement, found at page 9 of the Agreement, is hereby stricken in its entirety and replaced with the following language:

Taxes. Any taxes including but not limited to real estate and property taxes assessed on the Leased Premises shall be paid by LANDLORD except that TENANT shall pay any taxes levied on TENANT's personal property located or installed on the Leased Premises. TENANT's equipment shall remain TENANT's personal property even though it may be attached or affixed to the Leased Premises or the Tower.

13. Section 24 of the Agreement, found at page 9 of the Agreement, is hereby stricken in its entirety.

14. TENANT agrees that in installing its equipment on the Leased Premises, TENANT will not enclose any fire hydrants within the security fence which is to be erected around said equipment.

15. In installing its equipment, TENANT agrees to use Andrew hanger blox or similar equipment approved by LANDLORD to neatly arrange and secure cables to the leg or legs of the Tower.

16. Should LANDLORD, during the term of this Agreement, to include any renewals, desire to perform or be required to perform maintenance on the Leased Premises, LANDLORD shall make reasonable efforts to accomplish such work without causing or requiring any discontinuation in TENANT's telecommunication services. Should LANDLORD desire to perform or be required to perform any such maintenance or repairs that cannot with reasonable efforts be accomplished without causing or requiring a discontinuation in TENANT's telecommunication services, TENANT shall be given as much

advance written notice (up to thirty (30) days) of the commencement of the work causing or requiring such discontinuation as is reasonable under the circumstances, and TENANT shall have the right to locate on the Leased Premises a mobile unit sufficient to allow TENANT to continue servicing its customers during the performance of such work.

Any capitalized term used in this Addendum and not otherwise defined herein shall have the meaning given such term in the Agreement. In the event of any conflict between the Agreement (without this Addendum) and this Addendum, this Addendum shall control.

LANDLORD's initials:

250 CW
LES

TENANT's initials:

PR

EXHIBIT "A"

ALL that certain tract, or parcel of land, situate, lying and being in Richmond County, Georgia, more particularly described as follows:

Commencing at a point at the Northeast corner of the intersection of Kipling Road with the right-of-way of U. S. Highway #1, thence South 15 degrees 02 minutes East for a distance of 434.2 feet to the point of BEGINNING; thence North 81 degrees 24 minutes East for a distance of 174.45 feet; thence South 11 degrees 29 minutes West for a distance of 150.03 feet; thence North 64 degrees 54 minutes West for a distance of 145.70 feet to the right-of-way of Kipling Road; thence North 10 degrees 15 minutes West for a distance of 60.00 feet along the Easterly right-of-way of Kipling Road to the point of BEGINNING, containing 0.36 acres, BOUNDED AS FOLLOWS: on the North by property belonging to Walters & Sons, Inc, on the East by property now or formerly of Nixon, on the South by property now or formerly of Walters & Sons, Inc. and on the West by Kipling Road. For a more complete and accurate description as to distances and location of the property hereby conveyed, a plat prepared by Zimmerman, Evans & Leopold, Engineers, dated December 4, 1969, recorded in the office of the Clerk of the Superior Court of Richmond County, Georgia in Realty Book 36-B, pages 553-8 and 278, page 179.

026-010P

Item # 1

Re

EXHIBIT "B"

List all deeds to secure Debts, Mortgages, Liens or Judgments encumbering the Leased Premises.

If none, please state "none".

Debts:

Lender:

Loan Officer Name and Telephone:

Loan Number:

Liens:

Judgments:

EXHIBIT "C"

Legal Description and Survey of the Leased Premises (to be attached at a later date)

tdicolle.ga6/10/97tc

Item # 1

Licensee Site: 026-010 / FA# 10019420

Exhibit B

Attach copy of the Assignment Agreement

Site Name: Lumpkin Park
Site #: 026-010AT

ASSIGNMENT AGREEMENT (GEORGIA)

THIS ASSIGNMENT AGREEMENT ("Assignment") is made and entered into this 17th day of October, 1997, by and between TDI, INC., a Georgia corporation (hereinafter "TDI"), whose address is 2100 RiverEdge Parkway, Suite 220, Atlanta, Georgia 30328, and BELLSOUTH PERSONAL COMMUNICATIONS, INC., a Delaware corporation (hereinafter "BELLSOUTH"), whose address is 3353 Peachtree Road, NE, Suite 300, Atlanta, Georgia 30326.

WITNESSETH: That for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration in hand paid, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. TDI hereby sells, transfers and assigns to BELLSOUTH, or its designee, and BELLSOUTH, or its designee, hereby accepts the sale, transfer and assignment of all rights and obligations of TDI pursuant to the provisions set forth in the MOBILE TOWER SITE LICENSE AGREEMENT by and between AUGUSTA, GEORGIA, A POLITICAL SUBDIVISION OF THE STATE OF GEORGIA, ACTING BY AND THROUGH THE AUGUSTA-RICHMOND COUNTY COMMISSION, as Landlord, and TDI, as Tenant, dated AUGUST 19, 1997 (the "Lease"), pertaining to that certain property known as : WATER TANK SITE AT INTERSECTION OF I-520 AND DEANS BRIDGE ROAD (street address, city, state and zip), and located in RICHMOND COUNTY.

2. In consideration of the foregoing, BELLSOUTH, or its designee, shall reimburse to TDI, upon demand, any option money, deposit money, or other monies paid by TDI as set forth in said Lease. If its designee, if any, fails to timely remit the foregoing monies to TDI, BELLSOUTH shall pay such monies to TDI upon demand.

IN WITNESS WHEREOF, this Assignment has been signed, sealed and delivered as of the date first above written.

TDI, INC., a Georgia corporation

By: 

Robert Cutler, President

(Corporate Seal)

BELLSOUTH PERSONAL
COMMUNICATIONS, INC.,
a Delaware corporation

By: 

Victor Allen, Real Estate and
Construction Manager

By: 

M.H. Stephens, Technical Director

(Corporate Seal)

Site Name: Lumpkin Park
Site #: 026-010AT

ASSIGNMENT AGREEMENT (GEORGIA)

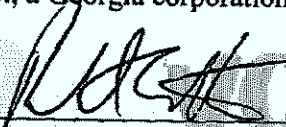
THIS ASSIGNMENT AGREEMENT ("Assignment") is made and entered into this day of October, 1997, by and between TDI, INC., a Georgia corporation (hereinafter "TDI"), whose address is 2100 RiverEdge Parkway, Suite 220, Atlanta, Georgia 30328, and BELLSOUTH PERSONAL COMMUNICATIONS, INC., a Delaware corporation (hereinafter "BELLSOUTH"), whose address is 3353 Peachtree Road, NE, Suite 300, Atlanta, Georgia 30326.

WITNESSETH: That for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration in hand paid, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. TDI hereby sells, transfers and assigns to BELLSOUTH, or its designee, and BELLSOUTH, or its designee, hereby accepts the sale, transfer and assignment of all rights and obligations of TDI pursuant to the provisions set forth in the MOBILE TOWER SITE LICENSE AGREEMENT by and between AUGUSTA, GEORGIA, A POLITICAL SUBDIVISION OF THE STATE OF GEORGIA, ACTING BY AND THROUGH THE AUGUSTA-RICHMOND COUNTY COMMISSION, as Landlord, and TDI, as Tenant, dated AUGUST 19, 1997 (the "Lease"), pertaining to that certain property known as : WATER TANK SITE AT INTERSECTION OF I-520 AND DEANS BRIDGE ROAD (street address, city, state and zip), and located in RICHMOND COUNTY.
2. In consideration of the foregoing, BELLSOUTH, or its designee, shall reimburse to TDI, upon demand, any option money, deposit money, or other monies paid by TDI as set forth in said Lease. If its designee, if any, fails to timely remit the foregoing monies to TDI, BELLSOUTH shall pay such monies to TDI upon demand.

IN WITNESS WHEREOF, this Assignment has been signed, sealed and delivered as of the date first above written.

TDI, INC., a Georgia corporation

By: 

Robert Cutler, President

(Corporate Seal)

BELLSOUTH PERSONAL
COMMUNICATIONS, INC.,
a Delaware corporation

By: 

Victor Allen, Real Estate and
Construction Manager

By: 

M.H. Stephens, Technical Director

(Corporate Seal)

Licensee Site: 026-010 / FA# 10019420

Exhibit C

Attach copy of Amendment

Site Name: Lumpkin Road
Site Number: 026-010A

AMENDMENT TO CO-LOCATION OPTION AND LEASE AGREEMENT

THIS AMENDMENT TO CO-LOCATION OPTION AND LEASE AGREEMENT ("Amendment"), is made and entered into as of this 15th day of October, 2002, by and between the **RICHMOND COUNTY, GEORGIA n/k/a AUGUSTA, GEORGIA** (the "Landlord") and **BELLSOUTH PERSONAL COMMUNICATIONS, LLC**, a Delaware limited liability company, d/b/a **CINGULAR WIRELESS**, (the "Tenant").

WITNESSETH

WHEREAS, the Landlord entered into a Co-Location Option and Lease Agreement (the "Lease") with **TDI, Inc. ("TDI")**, dated July 2, 1997, pursuant to which TDI leased certain premises of the Landlord located at and around the Water Tank at the intersection of I-520 and Deans Bridge Road in the City of Augusta, County of Richmond, State of Georgia, more fully described in Exhibit "A" attached hereto and incorporated herein by reference (the "Premises"), for the placement of communications equipment on and around the Water Tank located on the Premises; and

WHEREAS, Tenant is TDI's successor in interest to the Lease; and

WHEREAS, the parties currently desire to amend the Lease to reflect that Tenant shall be authorized to place certain additional equipment on the Premises and to adjust the rental rate to reflect an increase due to additional equipment being placed on the Premises.

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein and in the Lease, the parties hereto agree as follows:

1. Tenant is hereby authorized to replace, modify or add to its current equipment on the Premises, which includes the following: a) three (3) transmission antennae on the Water Tank; b) six (6) transmission lines connecting the antenna and other communications equipment; and c) one (1) cabinet for the storage of communications equipment on the Premises. Tenant is hereby authorized to replace modify or add to any or all of the equipment referenced with the following equipment: a) nine (9) transmission antennae on the Water Tank; b) twelve (12) transmission lines connecting the antenna and other communications equipment; and c) two (2) cabinets for the storage of communications equipment on the Premises.
2. As of the Commencement of the First five year Extended Term, Annual Rental shall be **Eighteen Thousand and No/100 (\$18,000.00) Dollars** and shall remain

Site Name: Lumpkin Road
Site Number: 026-010A

same throughout the First five year Extended Term. As of the Commencement of the Second five year Extended Term, Annual Rental shall be **Twenty Thousand Seven Hundred and No/100 (\$20,700.00) Dollars** and shall remain same throughout the Second five year Extended Term. Tenant shall remit to Landlord all amounts immediately due and owing to Landlord under this Amendment upon Tenant's execution of this Amendment.

The parties hereto expressly agree that in the event of any discrepancy or contradiction between the terms of the Lease and the terms of this Amendment, full force and effect shall be given to the terms of this Amendment, and any clause, condition, restriction or other term of the Lease that contradicts any term of this Amendment is hereby declared null and void. Except as herein modified, and subject to the foregoing, every provision, condition, obligation and covenant contained in the Lease shall continue in full force and effect.

REMAINDER OF PAGE INTENTIONALLY BLANK

Site Name: Lumpkin Road
Site Number: 026-010A

IN WITNESS WHEREOF, the parties hereto have executed, or caused their authorized representatives to execute, this Amendment as of the date first above written.

LANDLORD

RICHMOND COUNTY, GEORGIA n/k/a
AUGUSTA GEORGIA

WITNESSES

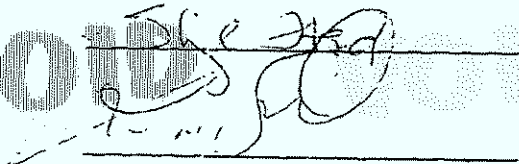


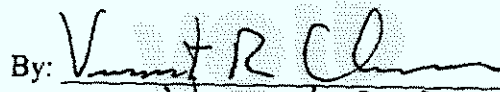

By: 
Print Name: Bob Young
Title: MAYOR
Date: 10/15/02

TENANT

BELLSOUTH PERSONAL COMMUNICATIONS,
LLC, a Delaware Limited Liability Company, d/b/a
CINGULAR WIRELESS

WITNESSES



By: 
Print Name: Vincent R. Clawson
Its: ED - Network Operator
Date: 11-25-02

Site Name: Lumpkin Road
Site Number: 026-010A

STATE OF SOUTH CAROLINA)

COUNTY OF RICHMOND)

I, James B. Wall, a notary public, do hereby certify that
Bob Young, as Mayor of CITY OF AUGUSTA,
GEORGIA, personally appeared before me this day and acknowledged the due execution of the
foregoing instrument.

WITNESS my hand and official seal this 15th day of October, 2002.

James B. Wall
Notary Public for ~~South Carolina~~ Georgia
My Commission Expires: 9/24/06

STATE OF Georgia)

COUNTY OF DeKalb)

I, Marilyn T. Fry, a notary public for said county and state, do
hereby certify that Vincent K. O'Connor as President of **BELLSOUTH**
PERSONAL COMMUNICATIONS, LLC, a Delaware Limited Liability Company, d/b/a
CINGULAR WIRELESS, personally appeared before me this day and acknowledged the due
execution of the foregoing instrument.

WITNESS my hand and official seal this 25th day of November, 2002.

My Commission Expires:



Marilyn T. Fry
Notary Public for

Site Name: Lumpkin Road
Site Number: 026-010A

Exhibit "A"
(Description of the Premises)

Site 026-010A DEAN'S BRIDGE ROAD

Being the area shown and delineated as the "Lease Parcel" on the Lease Exhibit of Site 026-010A DEAN'S BRIDGE ROAD prepared for BellSouth Mobility, DCS by ARCADIS Geraghty and Miller dated October 24, 1997, revised February 24, 1998, and last revised January 20, 1999, and attached hereto and made a part hereof as Exhibit "A-1", such Lease Parcel being a portion (or portions) of the real property of Richmond County Water and Sewerage System, as such real property is described in that certain deed recorded in Book 37J, Page 854, Richmond County, Georgia.

Together with a nonexclusive access easement for ingress, egress and regress for pedestrians and vehicular access to the Lease Parcel, as shown and delineated as the "Access and Maintenance Easement" on the Lease Exhibit.

Together with a nonexclusive utility easement for the Tenant, or the utility provider installing the service, as shown and delineated as the "Utility & Maintenance Easement" on the Lease Exhibit.

Licensee Site: 026-010 / FA# 10019420
1012 Kipling Road, Augusta, GA 30904

Exhibit B

Attach copy of the Assignment Agreement

Licensee Site: 026-010 / FA# 10019420
1012 Kipling Road, Augusta, GA 30904

Exhibit C

Attach copy of Amendment

Licensee Site: 026-010 / FA# 10019420
1012 Kipling Road, Augusta, GA 30904

Exhibit D

Attach copy of new license agreement with Utility Service Communications.



**Utility Service
Communications Co.**
INCORPORATED

Tank Owner: Augusta Georgia
Tank Location: 1012 Kipling Road
Augusta, GA 30904
Licenser Project No.: 120458
Licenser Tank No.: 4773 / 9924
Licensee Name: AT&T
Licensee I.D.: 026-010 / Fixed Asset #: 10019420

License Agreement

This non-exclusive LICENSE AGREEMENT (the "Agreement") is made this ____ day of _____, 2009 by and between Utility Service Communications Co., Inc. a Georgia Corporation, whose business address is P.O. Box 1350, 535 Courtney Hodges Blvd., Perry, Georgia 31069 (herein referred to as the "Licensor" or "Company") and New Cingular Wireless PCS, LLC, a Delaware limited liability company, its affiliates and successors that elect to participate whose business address is 12555 Cingular Way, Alpharetta, GA 30004, (herein referred to as the "Licensee").

RECITALS

WHEREAS, Licensor has entered into an exclusive Wireless Communications Management Agreement (the "Management Agreement") with the owner of the Water Tank ("Tank Owner") described on **Exhibit B** attached hereto; and whereas Licensor has authority under that Agreement to enter licensing Agreements with respect to the placement of radio communications Equipment and related enclosures in or about the Site (as such term is hereinafter defined) and upon the Water Tank (as such term is hereinafter defined) and within certain enclosures and buildings on the Site; and whereas the parties hereto have mutually agreed to this License pursuant and subject to all of the terms and conditions hereinafter set forth.

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NOW THEREFORE, in consideration of, and subject to, the timely, faithful and full performance of all of Licensee's obligations hereinafter set forth, Licensors does hereby grant to Licensee a license as follows:

1. **Scope of License**

Subject to the terms and conditions of this License Agreement ("Agreement"), Licensors hereby grants permission to Licensee to install, maintain and operate the radio communications Equipment ("Equipment") described in greater detail on **Exhibit A** attached hereto on the Water Tank (herein referred to as "Tank") located at 1012 Kipling Road, Augusta, GA 30904. (LT: 33° - 25' - 15.00" by LG: 82° - 03' - 40.54") ("Site") (Site and Tank are described in greater detail on **Exhibit B** attached hereto).

The Equipment and accessories to be installed in Licensors's Site near the base of the Tank ("Equipment Area") if any ("Licensee's Area"), provided that Licensee hereby covenants and agrees that it will not construct any improvements at the Site without Licensors's prior written approval. No outside storage of any kind at the Site is permitted by this Agreement without the prior written consent of the Licensors.

2. **Term and Termination**

(a) (a) The term of this Agreement shall commence on the earlier of the execution of the lease termination (executed lease termination to be attached to Exhibit C) between the Licensors and the Tank Owner or May 1, 2009 ("Commencement Date") and shall continue for a period of five (5) years ("Initial Term") with four (4) additional five (5) year renewal period(s) ("Renewal Terms"), subject to Licensors's renewal of the Management Agreement (the Initial Term and the Renewal Terms shall be collectively referred to herein as the "Term"). The Renewal Terms shall commence automatically without further action on the part of Licensors or Licensee; provided, however, that either party may terminate this Agreement at the expiration of the Initial Term or at the expiration of any Renewal Term by giving the other party written notice not less than ninety (90) days prior to the expiration of the then current term.

(b) This Agreement may be terminated by Licensors upon one year (1) year written notice that the Tank is to be removed.

(c) This Agreement may be terminated by the Licensee upon sixty (60) day written notice if the Tank and or the Site has become unusable to Licensee due to: (i) uncorrected material interference with Licensee's use of the Tank and or Site resulting from the acts of a third party; or (ii) an act of God or from other natural forces beyond the control of both Licensee and Licensors.

(d) This Agreement may be terminated at any time by Licensee with sixty (60) days written notice to the Licensor, providing that Licensee shall pay to Licensor on or prior to the date of such termination of this Agreement a sum equal to seventy percent (70%) of the aggregate regular license fees that would be due hereunder during the remaining term of this Agreement if the Agreement had not been terminated pursuant to this section 2(d).

(e) This Agreement may be terminated by either party upon default (other than a payment default) of any covenant or term hereof by the other party which default is not cured within thirty (30) days of receipt of written notice of default (without, however, limiting any other rights available to the parties pursuant to other provisions hereof). If Licensee is in default of any of its payment obligations hereunder and fails to cure such default within ten (10) business days after Licensee receives written notice thereof from Licensor, Licensor may terminate this Agreement and thereafter pursue any and all rights and remedies that Licensor may have hereunder or at law or in equity.

3. Fees

(a) Licensee shall pay Licensor a monthly fee of Two Thousand Four Hundred no/100 (\$2400.00) Dollars ("Site Fee") during the first year of the Initial Term of this Agreement, which shall be payable on June 1, 2009 and there after on the first day of every month. Subject to the provisions of Section 5(c) hereof, the Site Fee is (**exclusive**) of charges for the furnishing of electricity to Licensee with the first payment due coinciding with the commencement date.

(b) Effective on the anniversary of the Commencement Date of this Agreement during each year of the Initial Term and Renewal Term(s), the then current Site Fee payable by the Licensee to the Licensor shall be increased by an amount equal to three percent (3%) percent over the total Site Fee payable by the Licensee for the preceding twelve (12) month period.

(c) In addition to the Site Fee payable by Licensee hereunder, Licensee shall pay to Licensor upon execution and delivery of this Agreement a one time non-refundable Administrative Fee in the amount of One Thousand (\$1,000.00) Dollars.

(d) Licensee agrees that the payment of any fees, additional fees, or other payments set forth herein shall be due and paid without necessity of a demand or invoice from the Licensor, and that Licensee shall pay an additional charge of five percent (5%) of the monthly fee for each payment made more than ten (10) days after due date. **Licensee Accounts Payable Notice address set forth in Section 15.**

(e) All sums payable hereunder by Licensee, including, but not limited to, the monthly Site Fee and Administrative Fee payable pursuant to Section 3(d) hereof, shall be payable and delivered to **Licensor Accounts Receivable Notice address set forth in Section 15**, or to such other address as Licensor shall designate. To enable proper crediting of Licensee

payments, please include the Site Name, Site Address, Licensor's Project Number and Site I.D. Number on remittance to Licensor. Licensor's federal tax identification number is 58-2587465.

4. **Inspection of Site**

The Site shall be provided in "AS IS" condition by Licensor. Licensee has visited and inspected the Site and accepts the physical condition thereof and acknowledges that no representations or warranties have been made to Licensee by Licensor as to the condition of the Site, including the Tank, as the case may be, and/or the Equipment Shelter or as to any engineering data. Licensee is responsible for determining all aspects as to the acceptability, accuracy and adequacy of the Site for Licensee's use. Licensor shall have no obligation to obtain licenses for Licensee, or to maintain, insure, operate or safeguard Licensee's Equipment.

5. **Installation, Maintenance, and Operating Procedures**

(a) Licensee shall install, maintain, and operate its Equipment during the term hereof in compliance with all present and future laws, rules and regulations of any local, State, or Federal authority having jurisdiction with respect thereto (including without limitation, the rules and regulations of the Federal Communications Commission ("FCC"), the Federal Aviation Administration ("FAA") and the Occupational Safety and Health Administration ("OSHA")). Licensee shall attach as **Exhibit C** to this Agreement copies of all FCC operating licenses, and copies of other licenses or permits, which it has been issued pertinent to this Agreement. Prior to the installation of any Equipment, or any modification or changes to the Equipment, if any (but excluding repairs, minor modifications and/or replacement with substantially similar Equipment), Licensee shall comply with the following terms and conditions:

- (i) Licensee shall submit, in writing to **Licensor Notice address set forth in Section 15**, all plans for such installations, modifications or changes for Licensor's approval, which approval shall not be unreasonably withheld or delayed. In order to assure Licensee's compliance with the provisions of this Agreement, the plans and specifications for Licensee's Equipment and any modifications thereto shall be submitted to Licensor for review and approval.
- (ii) All work performed at the Site in connection with the installation, maintenance, operation, modification, and removal of Licensee's Equipment shall be performed at Licensee's sole cost and expense either by contractors approved by Licensor, such approval shall not to be unreasonably withheld or delayed. Licensee shall only allow fully trained technicians and authorized personnel to work on its Equipment located at the Site and such technicians and authorized personnel will undertake such work only in compliance with applicable FCC, OSHA and other government laws, rules, and

regulations, including all laws, rules, and regulations involving radio frequency (RF) radiation emission and/or safety work standards for work performed on or near communications towers, Tanks and antenna Sites. Licensee shall provide certification of its compliance with the foregoing requirements as well as similar certification from all technicians and/or service people contracted by it to work on the Site. Such certification of compliance is to be provided at the time designation of a contractor is made to the Licensor by the Licensee, as well as provided at such time as Licensor may request. Licensee shall require all contractors, as a condition of their engagement, to agree to be bound by provisions identical to those set forth in this Agreement, specifically those provisions relating to the indemnification of the Licensor and the insurance requirements set forth herein. The engagement of a contractor by the Licensee shall not relieve the Licensee of any of its obligations under this Agreement. Workman-ship that is unsatisfactory to Licensor must be repaired within thirty (30) days of Licensor's delivery of written notice thereof to Licensee. If Licensee fails to make such repairs, at Licensee's sole cost and expense, within thirty (30) days after the delivery of such notice, Licensor may perform all the necessary repairs at Licensee's sole cost and expense and such sum shall be immediately due upon the rendering of an invoice by Licensor to Licensee as an additional fee due hereunder.

- (iii) No work performed by Licensee, or its contractors, subcontractors, or materialmen pursuant to this Agreement, whether in the nature of construction, installation, alteration or repair to the Tank or Site or to Licensee's Equipment, will be deemed to be for the immediate use and benefit of the Licensor or Tank Owner so that no mechanic's or other liens will be allowed against the Tank or Site and estate of the Licensor by reason of any consent given by Licensor to Licensee to improve the Tank or Site. If any mechanic's or other liens will at any time be filed against the Tank or Site of which the Tank or Site is a part by reason of work, labor, services, or material performed or furnished, or alleged to have been performed or furnished, to Licensee or to anyone using the Tank or Site through or under Licensee, Licensee will forthwith cause same to be discharged of record or bonded to the satisfaction of the Licensor. If Licensee fails to cause such lien to be discharged or bonded within ten (10) days after it has actual notice of the filing thereof, then, in addition to any other right or remedy of Licensor, Licensor may bond or discharge the same by paying the amount claimed to be due, and the amount so paid by Licensor, including reasonable attorney's fees incurred by Licensor, either in

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defending against such lien or procuring the bonding or discharge of such lien, together with interest thereon at the statutory rate, will be due and payable by Licensee to Licensor as an additional fee hereunder.

- (iv) All Licensee's Equipment shall be clearly marked to show Licensee's name, Site name, Site I.D., address, and telephone number and the name of a person to contact in case of an emergency, FCC call sign, frequency, output power and location. All coaxial cable relating to the Equipment shall be identified by Licensee's name and frequency at the bottom and top of the line. *Licensee shall be responsible for the proper signage at the Site per all regulatory requirements. (Not to be attached to the Tank.)* At Licensor's request, Licensee shall promptly deliver to Licensor written proof of compliance with all Federal, State, and local laws, rules and regulations in connection with any installation or modification of the Equipment.

(b) Notwithstanding anything to the contrary contained herein, Licensee agrees that in all matters where Licensor's approval is required, and Licensor determines in its sole reasonable discretion that a threat of interference or other disruption exists with the business of Licensor, Tank Owner or other existing licensees or tenants, Licensor shall have the absolute right to withhold such approval.

(c) In the event that Licensee requires an electrical power supply and/or usage different from that currently available at the Site, Licensee shall at its sole cost and expense obtain such power supply. Any work performed in connection with this Section 5(c) shall comply with the provisions of Section 5(a) hereof. Licensee hereby agrees that any power line installed by Licensee shall run within the current easement of Licensor and any deviation from such easement right shall be corrected at Licensee's expense, which sum shall be immediately due as an additional fee hereunder upon the rendering of an invoice by Licensor to Licensee.

(d) In the event a zoning variance is required in connection with the installation or modification of the Equipment, Licensor shall have the right, in its sole discretion, to either (i) cancel this Agreement, or (ii) allow Licensee, at Licensee's sole cost and expense, to obtain such variance. Licensor shall, at Licensee's request and expense, reasonably cooperate with Licensee in obtaining such variance.

(e) Subject to Section 5(a) (ii) above and Section 15 "Licensor Access Notification Requirement" Licensor agrees that during the term of this Agreement, Licensee's employees shall have access to Site for purposes of maintenance and repair of Licensee's Ground Equipment, twenty-four (24) hours per day, seven (7) day per week. However, ***Licensee must notify Licensor prior to gaining access to the Tank, Pursuant to Section 15 "Licensor Access Notification Requirement"***. Licensee cannot satisfy the access requirement to the Tank by leaving a telephonic message or voice mail. The Licensee agrees and covenants that it will

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not access the Tank without first speaking with one of Licensor's contacts listed in Section 15 "Licensor Access Requirements" to identify: (1) who will be accessing the Tank and (2) why they will be accessing the Tank. In the event that Licensee should require Licensor's assistance to gain access to the Site and/or Tank, Licensee shall reimburse Licensor for all reasonable costs and expenses incurred by Licensor as a result of such emergency access. All access to the Tank and Site shall be subject to the continuing control of, as well as reasonable security and safety procedures established from time to time by Licensor. Licensor may, from time to time, establish reasonable rules relating to the Tank and Site. Licensee agrees to comply with such rules.

(f) All installation of Equipment on the Tank shall be accomplished in a manner that will minimize the impact to the structural integrity of the Tank and its interior and exterior coating. Utility Service Company must be given the "First Right of Refusal" to perform the interior touch up on Tanks that are currently being maintained by Utility Service Company. Licensor must be supplied with a copy of the Purchase Order (PO) and/or Notice to Proceed (NTP) along with a tentative schedule date of when touch up will be performed. Installation of antennas and coaxial cables shall not create a safety hazard nor interfere with the ongoing maintenance and/or operation of the Tank. Licensee shall bear all cost and expense associated with repairing coatings damaged by the installation of Licensee's Equipment.

(g) All structural analysis and drawings must be submitted in compliance with Licensor's requirements described on **Exhibit D**.

(h) All installations shall be done in compliance with Licensor's Installation Standards described on **Exhibit E**.

(i) A final inspection must be completed by a representative of the Licensor prior to Licensee being allowed to go on air. Licensee must supply advance notice to Licensor to perform inspection. Such inspection approval shall not be unreasonably withheld or delayed.

6. Interference

(a) The installation, maintenance and operation of the Licensee's Equipment shall not interfere electrically, or in any other manner whatsoever, with the Equipment, facilities or operations of Licensor or any of the licensees and/or tenants on the Site or the operation of the Tank. Notwithstanding anything in this Agreement to the contrary, it is expressly understood and agreed that if the installation and/or operation of Licensee's Equipment interferes with:

- (i) other radio communications systems and Equipment installed prior to the Commencement Date of this Agreement, Licensee shall upon request (verbal or otherwise) immediately suspend its operations (except for intermittent testing) and do whatever Licensor and Licensee deems necessary to eliminate or remedy the interference. If it is determined that the interference cannot be rectified by both Licensor and Licensee, then the Licensor, may at

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its option, terminate this Agreement upon written notice to the Licensee, whereupon the Licensee shall remove its Equipment at its sole cost and expense and in accordance with Section 9 hereof. In the event that Licensee fails to remove its Equipment within fifteen (15) days of such termination, Licensor may remove and store any and all of Licensee's Equipment at Licensee's sole cost and expense; or

- (ii) with any other radio system Equipment installed at the Site after Commencement Date of the Agreement, Licensee shall cooperate fully with Licensor and any future licensee or tenant ("Future Party") injured by Licensee's interference to remedy the interference. Licensee shall do whatever Licensor deems reasonably necessary to cure such interference, provided, however, that all costs related to remedying such interference shall be the responsibility of the Future Party, unless such interference is due to failure, defects or deficiencies in Licensee's systems, Equipment or installation.

(b) Licensee hereby acknowledges that Licensor has licensed, and will continue to license, space at and upon the Site and the Tank to third parties for the installation and operation of radio communications facilities. Licensee accepts this Agreement with this knowledge and waives any and all claims against Licensor resulting from or attributable to interference caused by present or future Equipment, facilities or methods of operation employed by Licensor in its business upon the Site. Licensee also waives all claims against Licensor arising from interference resulting to Licensee by virtue of Equipment, facilities or operations employed by any other licensee or tenant of Licensor in its business upon the Site. In the event that any such interference occurs that materially interferes with Licensee's utilization of the Site, Licensee, as its sole remedy, in lieu of any and all other remedies at law or in equity, may terminate this Agreement at any time thereafter by giving Licensor thirty (30) days' prior written notice to that effect, and such termination shall be effective at the end of such thirty (30) day period, provided, however, that such termination will not be effective if Licensor eliminates such interference within thirty (30) days of Licensee's termination notice. Licensee shall pay Licensor any fees due for the period up to the termination of this Agreement. Any advance payment for periods after the termination of this Agreement will be reimbursed to Licensee.

(c) Licensor reserves the right to require Licensee to relocate one or more of its antenna(s) at the Site and/or on the Tank and Licensee agrees to relocate said antenna(s) at Licensor's expense, provided that said relocation does not substantially change the operation of Licensee's Equipment.

7. **Structural Modifications and Repairs.**

In the event that Licensor, in its sole discretion, determines that any structural modifications or repairs need to be made to any portion of the Site due to the presence of Licensee's Equipment or other improvements, Licensor shall notify Licensee of the needed modifications or repairs, and the following procedures shall apply thereto:

(a) If structural modifications are necessary prior to Licensee's installation or modification of the Equipment, then either: (i) Licensee shall, at its sole cost and expense, promptly make all such noticed modifications in accordance with Section 5 hereof; or (ii) If such noticed modifications are not completed within sixty (60) days of such notice, either party shall have the right to terminate this Agreement by giving the other party thirty (30) days' prior written notice of such termination.

(b) If repairs are necessary due to the presence of Licensee's Equipment, Licensee shall, at its sole cost and expense, promptly make all such noticed repairs in accordance with Section 5 hereof; provided, however, that in the event of an emergency, Licensor shall have the right to make such modifications or repairs at Licensee's expense, upon notice to Licensee, and such sum shall be immediately due as an additional fee hereunder upon the rendering of an invoice by Licensor to Licensee.

(c) Any structural modification, repairs, additions or improvements to the Tank shall become the property of the Tank owner.

8. **Tank Issues**

Licensee recognizes that the primary function of the elevated Tank is to provide water storage for the Tank Owner and its customers. Licensee understands that Licensor and/or the Tank Owner may find it necessary from time to time to interrupt and/or interfere with Licensee's use of the Site in order to maintain, repair and monitor the Tank. Licensor will make every effort to minimize such interruptions, and Licensee will have no claim against Licensor or the Tank Owner for such interference or interruption. **Licensee Emergency Contact information set forth in Section 15.**

9. **Removal of Licensee's Equipment**

Provided that Licensee is not in default in the performance of its obligations hereunder, at the expiration of this Agreement or earlier termination hereof, Licensee shall remove all of the Equipment. Such removal shall be performed pursuant to the guidelines set forth in Section 5 of this Agreement, without any interference, damage or destruction to any other Equipment, structures or operations at the Site or any Equipment or other licensees or tenants thereon. Licensee shall submit to the **Licensor Notice Address given in Section 15**, a removal plan and clean up plan for Licensor's written approval, which approval shall not to be

unreasonably withheld or delayed. Any and all interference or damage caused to the Site or to the Equipment of the licensees or tenants at the Site by such removal shall be immediately repaired or eliminated by Licensee at Licensee's sole cost and expense. If Licensee fails to make such repairs within ten (10) days after the occurrence of such damage, injury or interference, Licenser may perform all the necessary repairs, at Licensee's sole cost and expense, and such sum shall be immediately due as an additional fee hereunder upon the rendering of an invoice by Licenser to Licensee.

10. **Indemnification**

(a) Licensee shall indemnify and hold Licenser and Tank Owner harmless from (i) all costs of any damage done to Licenser's or other licensees' or tenants' facilities or Equipment located at the Site that occur as a result of the installation, operation or maintenance of Licensee's Equipment or Licensee's other improvements; and (ii) any claims, demands, or causes of action for personal injuries, including any payments made under any workers compensation law or any plan of employee's disability and death benefits, arising out of Licensee's occupancy of the Site or the installation, maintenance and operation or removal of Licensee's Equipment, except only such damages, costs, claims, causes of action or demands caused solely by the gross negligence or willful misconduct of Licenser or Tank Owner.

(b) Licenser and/or Tank Owner shall not be responsible or liable to Licensee for any loss, damage or expense that may be occasioned by, through, or in connection with any acts or omissions of other licensees or tenants occupying the Site. Licensee hereby assumes the risk of the inability to operate its Equipment as a result of any structural or power failures at the Site or the failure of Licensee or Licensee's Equipment for any reason whatsoever, and Licensee agrees to indemnify and hold Licenser and/or Tank Owner harmless from all damages and costs of defending any claim or suit for damages of any kind, including, but not limited, to business interruption and attorneys' fees, asserted against Licenser and/or Tank Owner by reason of such failure.

(c) Licensee shall also indemnify and hold Licenser and/or Tank Owner harmless from any losses, liabilities, claims, demands or causes of action for property damage or personal injuries, including any payment made under any worker's compensation law or any employee's disability and death plan benefits, arising out of or resulting from any claims, damages, losses, liabilities or causes of action resulting in any way from RF radiation emissions from Licensee's Equipment or any other harmful effect of Licensee's Equipment.

(d) Licensee shall also indemnify and hold Licenser and/or Tank Owner harmless for early termination or modifications of this License Agreement that may be required to comply with any and all future regulations imposed upon the Tank Owner by any and all regulatory entities that the Tank Owner is or shall become subject to.

11. **Condemnation, Damage or Destruction.**

Licensor and Licensee agree that Licensor and/or Tank Owner shall in no way be liable for the loss of use or other damage of any nature arising out of the loss, destruction or damage to the Site or to Licensee's Equipment located thereon by condemnation, fire, explosion, windstorms, water or any other casualty or acts of third parties. In the event that the Site or any part thereof is damaged or destroyed by elements or any other cause, Tank Owner may elect to repair, rebuild, or restore the Site to the same condition as it was immediately prior to such casualty. In such event, the payments required herein shall cease as of the date of such casualty until the Site, in Licensor's opinion, is restored to a useable condition for Licensee's operation. If the Tank Owner chooses not to repair, restore, replace or rebuild the Tank, Licensor may cancel this Agreement by giving written notice of cancellation to Licensee within thirty (30) days of such casualty. If this Agreement is canceled, the payments required herein shall terminate as of the date of such casualty. Licensor and/or Tank Owner shall not be responsible or liable to Licensee for any loss, damage or expense that may be occasioned by, through or in connection with any acts or omissions of other licensees or tenants occupying the Tank, or any part of the premises adjacent to or connected with the Tank, or for any structural or power failures or condemnation, destruction or damage to the Tank, the Equipment Shelter or Licensee's Equipment Shelter, if any. Licensee shall not be responsible or liable to Licensor/Tank Owner for any damage or expense that may be occasioned by any acts or omissions of other licensees or tenants occupying the Tank.

In the event Licensor receives notification of any condemnation proceedings affecting the Property, Licensor will provide notice of the proceeding to Licensee. If a condemning authority takes all of the Property, or a portion sufficient, in Licensee sole determination, to render the Premises unsuitable for Licensee the Agreement will terminate as of the date of title vests in the condemning authority.

12. **Insurance**

(a) Licensee shall maintain in full force during the term of this Agreement the following insurance:

- (i) Worker's Compensation and Employers' Liability Insurance as prescribed by applicable law, including insurance covering liability under the Longshoremen's and Harbor Workers' Act and the Jones Act, if applicable;
- (ii) Comprehensive General Liability Insurance (Bodily Injury and Property Damage; and including blanket contractual and completed operations coverage), the limits of liability of which shall not be less than \$1,000,000 each occurrence and in the aggregate in respect of bodily injury, including death, arising from any one occurrence, and \$1,000,000 each occurrence and in the

aggregate in respect of damage to property arising from any one occurrence, and umbrella policy of not less than \$5,000,000 each occurrence and in the aggregate.

(b) The above insurance shall provide that Licensor will receive not less than thirty (30) days written notice prior to any cancellation of, or material change in, the coverage under such insurance policies. The insurance specified in Section 12(a)(ii) above shall contain a waiver of subrogation by Licensee against Licensor and Tank Owner and shall include the name Licensor and Tank Owner as additional insured, and shall provide that the insurance is primary coverage with respect to all insured and contain a standard cross-liability endorsement. Licensee shall furnish to Licensor a certificate of insurance confirming that the insurance coverage as specified herein is in full force and effect. Insurance certificate must be submitted by Licensee to Licensor upon execution of this Agreement.

(c) Notwithstanding the foregoing insurance requirements, the insolvency, bankruptcy, or failure of any insurance company carrying insurance for Licensee, or the failure of any such insurance company to pay claims as they accrue, shall not be held to waive any of the provisions of this Agreement or relieve Licensee from any obligations under this Agreement.

13. Assignment

(a) Licensor and Tank Owner reserve the right to assign, transfer, mortgage or otherwise encumber their interests in the property on which the Tank is located and/or Licensor reserves the right to assign, transfer, mortgage or otherwise encumber Licensor's interest in the Agreement. Licensee agrees, upon demand, to execute and deliver to Licensor and/or Tank Owner such further instruments subordinating this Agreement in connection with any debt or financing transaction of Licensor and/or Tank Owner as may be required by Licensor and/or Tank Owner or their respective lenders. Licensee further agrees to execute and deliver to any lender of Licensor and/or Tank Owner an estoppel certificate containing such information as may be reasonably requested by such lender.

(b) Licensee may not assign, sublease or sublicense or otherwise transfer all or any of its interest under this Agreement (including, without limitation, duplexing of signals, granting of shared use rights, or utilizing digital or analog interconnect facilities for itself or others) without the prior written consent of Licensor. Notwithstanding the foregoing and so long as Licensee is not then in default hereunder, Licensee may assign this Agreement with Licensor's prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed, to any of the following: (i) Any corporation, partnership or other entity which controls, is controlled by or under common control with Licensee, provided that new Licensee shall continue to remain liable to Licensor hereunder; (ii) Any corporation or other entity resulting from the merger or consolidation of Licensee; (iii) Any corporation, partnership, or other entity or person which acquires all or substantially all of the assets of or fifty percent (50%) or more of the stock of or equity ownership interest in Licensee, any assignee must assume in full and in writing all of the obligations of Licensee under this Agreement.

14. **Common Equipment**

Licensor contemplates that it may at its option, furnish and install antennas, transmission lines, combiners, multicouplers and/or other related Equipment (herein called "Common Antenna Systems") at the Site. Provided that Common Antenna Systems are compatible with Licensee's Equipment, as reasonably determined by Licensee in its sole discretion, Licensee agrees to connect its Equipment to Licensor's Common Antenna Systems within one hundred and eighty days of written notice containing a detailed description of the proposed Common Antenna Systems. After receipt of such notice Licensee may elect to (a) terminate this Agreement, or (b) so connect, or (c) provide Licensor with documentation that reasonably evidences that the proposed Common Antenna Systems will negatively impact Licensee's telecommunications capability or signal emanating from this Site and continue "as is". If Licensee does not respond in said period, Licensee shall be deemed to have elected option (b). If Licensee elects option (a), such termination shall be effective one hundred and eighty (180) days after the date of such notice to Licensor.

15. **Notices**

All notices, demands, requests, or other communications which are required to be given, served or sent by one party to the other pursuant to this Agreement shall be in writing, and shall be mailed, postage prepaid, by registered or certified mail, or by a reliable overnight courier service with delivery verification, to the following addresses or at such other address as may be designated in writing by either party:

Licensor Notice:

Utility Service Communications co., inc
Attn: Debbie Sullivan/Vice President Site Management
P.O. Box 1350
535 Courtney Hodges Blvd.
Perry, GA 31069

Licensor Accounts Receivable:

Utility Service Communications co., inc.
P.O. Box 1350
Perry, Ga. 31069

Please include Licensor's Project Number on remittance

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Licensors Access Notification Requirement: Pursuant to Sections 5 (e) and 18 (c)

Lee Duke – Project Manager
478-988-5260 or 478-396-0843

OR

Debbie Sullivan – VP Site Management
478-988-5255 or 478-396-9534

Licensee Notice:

New Cingular Wireless PCS, LLC
Attn: Network Real Estate Administration
Re: Cell Site #: 026-010
Cell Site Name: Lumpkin Park
Fixed Asset #: 10019420
12555 Cingular Way
Alpharetta, GA 30004

Licensee Legal Dept:

New Cingular Wireless PCS, LLC
Legal Department/Real Estate
Re: Cell Site #: 026-010
Cell Site Name: Lumpkin Park
Fixed Asset #: 10019420
1025 Lenox Park Blvd., NE 5th Floor
Atlanta, GA 30319-5309

Licensee Accounts Payable:

New Cingular Wireless PCS, LLC
Attn: Accounts Payable
Re: Cell Site #: 026-010
Cell Site Name: Lumpkin Park
Fixed Asset #: 10019420
12555 Cingular Way
Alpharetta, GA 30004

Licensee Emergency Contact: Pursuant to Section 8

AT&T NOC (800) 298-3551

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Notice given by certified or registered mail or by reliable overnight courier shall be deemed delivered on the date of receipt (or on the date receipt is refused) as shown on the certification of receipt or on the records or manifest of the U.S. Postal Service or such courier service.

16. **Default**

(a) Any one or more of the following events shall constitute a default ("Default") by Licensee under this Agreement:

- (i) Licensee's failure to pay any fees, additional fees or other payments set forth herein and such failure continues for ten (10) business days after Licensor provides written notice thereof to Licensee;
- (ii) the abandonment by Licensee of either the Equipment or that portion of the Site upon which the Equipment was installed;
- (iii) the prosecution of any case, proceeding or other action under any existing or future law of any jurisdiction, domestic or foreign, relating to bankruptcy, insolvency, reorganization or relief with respect to Licensee, or seeking reorganization, arrangement, adjustment, winding-up, liquidation, dissolution or other relief with respect to Licensee or Licensee's debts;
- (iv) the making by Licensee of an assignment or any other arrangement for the general benefit of creditors under any state statute; or
- (v) Licensee's failure to perform any other of its obligations under this Agreement and such failure continues for thirty (30) days after Licensor gives written notice thereof to Licensee.

(b) In the event of a Default, Licensor shall be entitled at Licensor's option to terminate this Agreement and to remove all of Licensee's Equipment, improvements, personnel or personal property located at the Site at Licensee's sole cost and expense. In the event that Licensor should, as a result of the default in the performance by Licensee of its obligations hereunder, incur any costs or expenses on behalf of Licensee or in connection with Licensee's obligations hereunder, such sums shall be immediately due to Licensor as an additional fee hereunder upon rendering of an invoice by Licensor to Licensee.

(c) At any time or from time to time after the removal of the Licensee's property from the Site pursuant to Section 16(b) above, whether or not the current term of this Agreement shall have been terminated, Licensor may (but shall be under no obligation to) re-license Licensee's former space at the Site, or any part thereof, for the account of the Licensor, for such term or terms (which may be greater than or less than the period which would otherwise have

constituted the balance of the current term of this Agreement) and on such conditions (which may include concessions or free site fees) and for such uses as Licensor, in Licensor's absolute discretion, may determine, and may collect and receive payments therefrom. Licensor shall not be responsible or otherwise liable for any failure to re-license Licensee's former space at the Site or any part thereof or for any failure to collect any payments due upon any such re-licensing.

(d) No Default pursuant to this Section 16, by operation of law or otherwise (except as expressly provided herein), no removal of Licensee's property from the Site pursuant to the terms of this Agreement, and/or no re-licensing of Licensee's former space at the Site shall relieve Licensee of Licensee's obligations or liabilities hereunder, all of which shall survive such Default, removal and/or re-licensing. Without limiting the foregoing, upon Licensee's removal from the Site pursuant to this Section 16, Licensee shall nonetheless remain liable for all license fees and other payments hereunder for the remainder of the then-current term.

(e) All of the rights, powers, and remedies of Licensor provided for in this Agreement or now or hereafter existing at law or in equity, or by statute or otherwise, shall be deemed to be separate, distinct, cumulative and concurrent. No one or more of such rights, powers, or remedies, nor any mention or reference to any one or more of them in this Agreement, shall be deemed to be in the exclusion of, or a waiver of, any other rights, powers, or remedies provided for in this Agreement, or now or hereafter existing at law or in equity, or by statute or otherwise. The exercise or enforcement by Licensor of any one or more of such rights, powers, or remedies shall not preclude the simultaneous or later exercise or enforcement by Licensor of any or all of such other rights, powers, or remedies.

(f) Licensor shall not be deemed in default in the performance of any obligation unless Licensor has failed to perform such obligation within (30) days following Licensor's receipt of written notice of such default from Licensee; provided, however, that if Licensor's obligation is such that more than (30) days are required for its performance, then Licensor shall not be deemed to be in default if it shall commence such performance with the 30 day period and thereafter, diligently prosecute the obligation to completion.

17. **Taxes**

Licensee shall pay all personal property or real property taxes assessed against, or the portion of such taxes attributable to, Licensee's Equipment and/or its improvements. Licensee shall not be obligated to pay real property taxes or other fees and assessments attributable to the Tank or the Site.

18. **Operational Responsibilities**

(a) Licensee, at its sole cost and expense, shall be responsible for the maintenance of its Equipment and its improvements, if any, in accordance with Section 5 herein and all applicable laws, rules, ordinances and regulations.

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(b) In the event that Licensor determines that the installation or operation of the Equipment is resulting in corrosion or damage to the integrity of the Tank, Licensee shall take corrective action at its sole expense within thirty (30) days after it becomes aware of such corrosion or damage in order to eliminate the corrosion or damage. If Licensee fails to take such corrective action within said thirty (30) day period, Licensor may perform all the necessary corrective action at Licensee's sole cost and expense and such sum shall be immediately due as an additional fee hereunder upon the rendering of an invoice by Licensor to Licensee.

(c) Subject to Section 5 (e) and Section 15, Licensor agrees that Licensee shall have limited access to the Tank for the purpose of installing Licensee's Equipment, and that during the continuation of this Agreement. ***Licensee must give notification prior to gaining access to the Tank and Site Pursuant to Section 15 "Licensor Access Notification Requirements"***. Licensee agrees that only authorized engineers of Licensee, or persons under their direct supervision, will be permitted to enter the Site for any purpose as permitted herein. Licensee understands and agrees that other licensees and their authorized representatives shall also have limited access to the Site and the Tank for similar purposes, and that Licensor shall not be responsible for the actions of any of such parties.

(d) Licensor at all times during the term of this Agreement will maintain the Tank and all associated Tank lighting in compliance with all applicable federal, state and local laws, rules and regulations relating to communications tower/structure lighting, including, without limitation, Part 17 of the rules and regulations of the Federal Communications Commission (the "FCC"). In the event that Licensee receives notice or otherwise obtains knowledge that the Tank lighting is not in compliance with any applicable law, rule or regulation, Licensee will immediately so notify Licensor (by fax or by telephone, confirmed in writing) and will cooperate with Licensor in curing any such noncompliance.

19. **RF Emissions Compliance**

(a) Licensee is aware of its obligation to comply with all applicable rules and regulations of the FCC pertaining to RF emissions standards, as well as applicable rules and/or regulations of any other federal or state agency (including, but not limited to, OSHA) having jurisdiction over the installation, operations, maintenance and/or working conditions involving RF emissions and/or safety and work standards performed on or near communication towers and antenna Sites. Licensee agrees to be solely responsible for compliance with all applicable FCC and other governmental requirements with respect to the installation, operation and maintenance of its Equipment and for repairs to its Equipment at the Site. Licensee will immediately remedy its operations to comply with such laws, rules and regulations as they apply to its operations and/or the operations of all tenants and users taken in the aggregate at the Site.

(b) Licensee shall take any and all steps required to cooperate with all tenants and users at the Site to comply individually and in the aggregate with all applicable FCC and other governmental RF emissions standards. In this respect, Licensee agrees to pay to Licensor

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its pro rata share of the cost of any engineering studies performed at the request of the Licensor at the Site involving the measurement of RF emissions and RF emissions compliance pertaining to the Site and the development of the initial Site specific safety plan. The expense for subsequent changes to a Site safety plan caused by antenna modifications or additions shall be borne by the party or parties responsible for such changes or additions.

20. Disclaimer of Warranties

LICENSOR HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ASSOCIATED WITH THE TANK OR SITE. LICENSEE ACCEPTS THE TANK AND SITE "AS IS".

21. Waiver of Licensor/Tank Owner's Liens

Licensor/Tank Owner waives any and all lien rights it may have, statutory or otherwise, concerning the Licensee's Communication Equipment or any portion thereof. Licensee's Communication Equipment shall be deemed personal property for purposes of this Agreement. Licensor consents to Licensee's right to remove all or any portion of the Licensee's ground Equipment from time to time in Licensee's sole discretion with prior notification to Licensor.

22. Miscellaneous

(a) This Agreement shall not be modified, extended or terminated (other than as set forth herein) except by an instrument duly signed by Licensor and Licensee. Waiver of a breach of any provision hereunder and circumstances will not constitute a waiver of any subsequent breach of such provision, or of a breach of any other provision of this Agreement.

(b) Licensor and Licensee represent and warrant to each other that no broker was involved in connection with this transaction and each party agrees to indemnify and hold the other harmless from and against the claims of any broker made in connection with this transaction.

(c) No modification of this Agreement of Licensee's space at the Site or any part thereof or of any interest therein by Licensee shall be valid or effective unless agreed to and accepted in writing by Licensor, and no act by any representative or agent of Licensor, other than such a written Agreement and acceptance, shall constitute an acceptance thereof.

(d) This Agreement embodies the entire Agreement between the parties and supersedes all prior or contemporaneous Agreements between the parties with regard to the subject matter hereof. If any provision herein is invalid, it shall be considered deleted from this Agreement and shall not invalidate the remaining provisions of this Agreement.

**PROPRIETARY INFORMATION
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(e) This Agreement may be executed in counterpart copies, each of which shall be deemed an original, but all of which together shall constitute a single instrument.

(f) All section headings and captions used herein are for the convenience of the parties only and shall not be considered a substantive part of the Agreement.

(g) This Agreement shall be governed by and construed in accordance with the laws of the State in which the Site is located.

(h) This Agreement creates a license only and Licensee agrees and acknowledges that Licensee does not and shall not claim at any time any real property interest or estate of any kind or extent whatsoever in the Site by virtue of this Agreement or Licensee's use of the Site pursuant hereto. Nothing herein contained shall be construed as constituting a partnership, joint venture or agency between Licensor and Licensee.

(i) Neither this Agreement nor any memorandum hereof shall be recorded in the land records of any county or city or otherwise without the prior written consent of Licensor.

(j) Licensor warrants, represents and agrees that neither the Licensor, nor to the best of Licensor's knowledge, any third party has used, generated, stored or disposed of any hazardous materials in, on or under the property on which the Tank is located to the best of Licensor's knowledge.

Remainder of page left blank intentionally

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IN WITNESS WHEREOF, the undersigned have executed this Agreement.

LICENSOR:

UTILITY SERVICE COMMUNICATIONS Co., Inc.

By: _____

Name: Debbie Sullivan

Title: Vice President Site Management

Date: _____

LICENSEE:

New Cingular Wireless PCS, LLC

By: AT&T Mobility Corporation

Its: Manager

By: _____

Name: Rachel S. Kutz

Title: Executive Director - Network

Date: _____

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Exhibit A

Tank Owner: Augusta, GA
Tank Address: 1012 Kipling Road, Augusta, GA 30904
Licensors's Project No.: 120458
Licensee: AT&T
Licensee I.D. No.: 026-010

Existing:

1. **Frequencies:** **Transmit:** 1940-1985 MHz
Receive: 1860-1905 MHz

New

Transmit: 1940-1985 MHz
Receive: 1860-1905 MHz

2. **FCC call letters:**
3. **Type of Service:** PCS
4. **Transmitter(s):** One
Make: Ericsson
Model: 3206
Power Output: 45 dBm
ERP: 706.32 watts
5. **Receiver(s):** One
Make: Ericsson
Model: 3206
6. **TMA(s):** Twelve
Make: Andrew
Model: ETM190G-12UB
Dimensions: 15.8" x 6.9" x 2.9"
Weight: 16 lbs
7. **Antenna(s):** Five (5)
Make: RFS
Model: AXE196515
Dimensions: 64" x 8" x 6" / 26 lbs
Type: Panel

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Antenna(s): Three (3)
Make: Kathrein
Model: 742-215
Dimensions: 51.3" x 6.1" x 2.7" / 16.5 lbs
Type: Panel

Licensee has the right to add one (1) additional antenna to be mounted on the extra post that is to be installed on the tank at the time of the initial installation.

Reserved Antenna: one (1)
Make: RFS
Model: AXE196515
Dimensions: 64" x 8" x 6" / 26lbs

8. **RCU(s): Three (3)**
Make: Kathrein
Model: 860-10025
Dimensions: 7.6" x 2.3" x 1.9" / 1.16 lbs
Number and Size Coaxial Cable: One (1) 3/8" cable
- RCU cable must be attached to Licensees Antenna coax Run.**

9. **Transmission Line(s): Sixteen (16)**
Make: LDF7-50A
Color: Black
Size: 1-5/8"
Line Type & Length: Coaxial / 127'

10. **Generator – None**

11. **Fuel Tank – Size: N/A**
Size:

12. **Antenna mounting height, mounting orientation, and floor and ground space usage**
(attach sketch of orientation and floor and ground space usage)

- (a) Removing all of Licensee's existing equipment from the tank. Installing eight (8) antennas to be mounted on the existing balcony at the 100' level, one (1) reserved antenna post will be installed at initial installation. Antennas must be installed on the balcony at a maximum separation between posts of five feet in each sector and (Mounting method and exact location subject to review and approval by Licensor).

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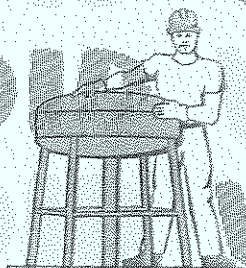
- (b) Alpha position at 0 degrees
 Beta position at 130 degrees
 Gamma position at 240 degrees

- (c) Licensee's Existing Ground space measuring 30' x 25' for Licensees cabinets will remain the same.

Exhibit B

Attach a copy of Wireless Communications Management Agreement
Attach a copy of Licensor's W-9

1. Tank Owner: Augusta Georgia
2. Address of Tank: 1012 Kipling Road
Augusta, GA. 30904
3. Coordinates: LT: 33° - 25' - 14.92" by LN: 82° - 03' - 40.54"
4. Tank Height: ~116' AGL
5. Licensed Ground Space: Size 30' x 25'
6. Site Plan – Sketch attached



UTILITY SERVICE COMMUNICATIONS CO., INC

A UTILITY SERVICE GROUP CO.

595 General Courtney Hodges Blvd. • P.O. Box 1350 • PERRY, GA 31069

Phone: (478) 987-4663

Fax: (478) 987-1844

(800) 679-7819

Web: www.utilityservice.com

WIRELESS COMMUNICATIONS MANAGEMENT AGREEMENT

This agreement is entered into by and between Augusta, Georgia, hereinafter known as the Owner, and Utility Service Communications Co., Inc. a Utility Service Group Co., hereinafter known as the Company.

The Owner agrees to engage the Company as an independent contractor to provide the professional services needed to market the Owner's site(s), manage the equipment installation(s), structures and enclosures as required, and provide the ongoing management and administration of all wireless communications apparatus and facilities on the water storage tanks listed on Schedule A (attached), each hereinafter known as the Tank (additional tanks may be added by addendum).

This agreement binds the Company to total responsibility for the marketing, management and installation of all revenue generating antenna co-locations on the Tank. In order to provide these services, the Company shall:

1. Market tanks regionally and nationally.
2. Choose antenna customers to ensure that the Tank is not damaged, the life of the Tank is not compromised, that OSHA, FCC, FAA and AWWA compliance is met, and the Owner's maintenance fees are not increased due to co-location, provided tanks are in the Utility Service Co., Inc. Maintenance Program.
3. Negotiate and enter into licensing agreements with potential users of the Tank for antenna space. The primary goals of the negotiations shall be the maximization of income to the Tank Owner and the preservation of the tank and its contents and the minimization of liability to the tank owner associated with the co-location of antennas.
4. Coordinate and approve all frequency and power output of the antennas mounted on the Tank to prevent conflict between licensees and to ensure compliance with safety guidelines and regulations.
5. Ensure appropriate structural analysis of the tank and review and approve installation designs, prior to any modifications to the tank, to ensure the structural integrity of the tank.
6. Provide billing and collection of fees associated with license agreements, ensure that payments are made in association with the co-location, and provide necessary accounting and reporting services.
7. Provide current certificates of insurance coverage to the Owner.
8. Furnish structures, enclosures, mounting hardware and other support services/equipment as required by the antenna licensee at no cost to tank owner.
9. Provide a Site Safety Plan for each tank with antenna users, updating as needed to meet requirements.
10. Provide ongoing management and administration by monitoring and implementing required practices and procedures as the regulatory environment changes.

Wireless Communications
Management Agreement
Page Two

The Company shall be responsible for its own overhead expenses incurred in connection with the performance of this agreement. The Company shall also collect from each licensee the expenses and charges associated with each license. The Owner shall be responsible for tank maintenance and upkeep of the site.

To properly perform its duties, the Company shall have authority to take appropriate actions to bring about efficient operation and maintenance of antenna licensing on the Tank. The Company shall have the exclusive authority to enter into multi-year license agreements for the use of antenna mounting and equipment shelter space.

As compensation, the Company

The cost for services, equipment, hardware, structures, etc. which are subject to contract between the Company and any antenna licensee, will not affect the site fee due the tank owner.

This agreement shall bind and remain in force to the benefit of the parties, their legal representatives, successors and assigns, including, without limitation, a successor by merger. The Company agrees to indemnify and hold the Owner harmless for any liability incurred in connection with services rendered under this agreement.

This agreement may be modified only by addendum which is signed by both parties. It is agreed that future environmental, health, safety, or other governmental regulations which cause significant changes to the management of antenna co-location shall be just cause for modification of this agreement.

The Owner covenants that they have good and sufficient title and interest to the premises and have full authority to enter into and execute this agreement.

The Owner may terminate this agreement if the Company violates one or more of its terms and such violation result in material detriment to the Owner. If the Owner deems that the Company has violated such terms, then it shall give written notice describing the default and granting the Company thirty (30) days to cure the default. If the Company fails to substantially cure the default within thirty (30) days of receipt of the notice, the Owner may terminate this agreement. The Company may terminate this agreement only after one hundred eighty (180) days written notice to the Owner. The initial term of this agreement shall be ten (10) years. At the expiration of the initial term, this agreement will be automatically extended for the remaining term of any antenna license agreement(s).

This Agreement signed this 15th day of September, 2006.

OWNER

[Signature]
Signature

CLERK OF COMMISSION
Name and Title (print) MAYOR

CLERK OF COMMISSION
Witness

seal:

UTILITY SERVICE COMMUNICATIONS co., inc

[Signature]
Signature

Debbie Sullivan, Vice President Site Management
Name and Title (print)

[Signature]
Witness

seal:

WIRELESS COMMUNICATIONS MANAGEMENT AGREEMENT

SCHEDULE A, Page 1 of 3
TANK LISTCUSTOMER NAME: Angusta Utilities, GAADDRESS: 2760 Peach Orchard Rd., Augusta, GA 30906TANK # AND TYPE: Prison TankTANK ADDRESS: Tobacco Rd. & Hwy 25CITY, STATE ZIP: Augusta, GA 30901 Richmond CountyCAPACITY: 100,000 ElevatedCOORDINATES: Latitude 33° 22.405 N Longitude 82° 1.825 WTANK # AND TYPE: Belair Rd. TankTANK ADDRESS: Belair Rd. & Jimmy Dvers Pkwy TankCITY, STATE ZIP: Augusta, GA 30901 Richmond CountyCAPACITY: 1,000,000 ElevatedCOORDINATES: Latitude 32° 27.44 N Longitude 82° 07.39 WTANK # AND TYPE: Georgetown TankTANK ADDRESS: Deans Bridge Rd. & Kipling Dr. TankCITY, STATE ZIP: Augusta, GA 30901 Richmond CountyCAPACITY: 500,000 ElevatedCOORDINATES: Latitude 33° 25.150 N Longitude 82° 03.410 WTANK # AND TYPE: Brown Rd. TankTANK ADDRESS: Brown Rd.CITY, STATE ZIP: Augusta, GA 30901 Richmond CountyCAPACITY: 3,000,000 CompositeCOORDINATES: Latitude 33° 24.114 N Longitude 81° 51.6 WTANK # AND TYPE: Berckman Rd. TankTANK ADDRESS: Washington Rd. & Berckman Rd.CITY, STATE ZIP: Augusta, GA 30901 Richmond CountyCAPACITY: 500,000 ElevatedCOORDINATES: Latitude 33° 30.511 N Longitude 82° 1.33 W

Owner hereby agrees to add the tank(s) listed above to the Wireless Communications Management Agreement.

This Agreement signed this _____ day of _____, 2006.

OWNER

UTILITY SERVICE COMMUNICATIONS co., inc

Signature

Signature

Name and Title (print)

Debbie Sullivan, Vice President Site Management
Name and Title (print)

Witness

Witness

WIRELESS COMMUNICATIONS MANAGEMENT AGREEMENT

SCHEDULE A, Page 2 of 3 TANK LIST

CUSTOMER NAME: Augusta Utilities, GA
ADDRESS: 2760 Peach Orchard Rd., Augusta, GA 30906

TANK # AND TYPE: South Tank
TANK ADDRESS: Mike Padgett Hwy & Clark Rd.
CITY, STATE ZIP: Augusta, GA 30901 Richmond County
CAPACITY: 500,000 Elevated
COORDINATES: Latitude 33° 17.119 N Longitude 81° 57.4 W

TANK # AND TYPE: Tobacco Rd. Tank
TANK ADDRESS: Tobacco Rd. & Windsor Spring
CITY, STATE ZIP: Augusta, GA 30901 Richmond County
CAPACITY: 500,000 Elevated
COORDINATES: Latitude 33° 22.52 N Longitude 82° 4 290 W

TANK # AND TYPE: Fairington Rd. Tank
TANK ADDRESS: Tobacco Rd. & Fairington Rd.
CITY, STATE ZIP: Augusta, GA 30901 Richmond County
CAPACITY: 250,000 Elevated
COORDINATES: Latitude 33° 12.874 N Longitude 82° 45.471 W

TANK # AND TYPE: Lumpkin Rd. Tank
TANK ADDRESS: Lumpkin Rd.
CITY, STATE ZIP: Augusta, GA 30901 Richmond County
CAPACITY: 250,000 Elevated
COORDINATES: Latitude 33° 24.802 N Longitude 82° 0.123 W

TANK # AND TYPE: Highland Tank
TANK ADDRESS: 1425 Highland Ave.
CITY, STATE ZIP: Augusta, GA 30901 Richmond County
CAPACITY: 500,000 Elevated
COORDINATES: Latitude 33° 28.287 N Longitude 82° 1 863 W

Owner hereby agrees to add the tank(s) listed above to the Wireless Communications Management Agreement.

This Agreement signed this 15th day of September, 2006.

OWNER

Signature

Name and Title (print)

MAYOR

Witness

CLERK OF COMMISSION

UTILITY SERVICE COMMUNICATIONS co., inc

Signature

Debbie Sullivan, Vice President Site Management
Name and Title (print)

Witness

WIRELESS COMMUNICATIONS MANAGEMENT AGREEMENT

SCHEDULE A, Page 3 of 3 TANK LIST

CUSTOMER NAME: Augusta Utilities, GA

ADDRESS: 2760 Peach Orchard Rd., Augusta, GA 30906

TANK # AND TYPE: Daniels Field Airport Tank

TANK ADDRESS: 120 Jake Ellis Rd.

CITY, STATE ZIP: Augusta, GA 30901 Richmond County

CAPACITY: 1,000,000 Elevated

COORDINATES: Latitude 33°-28'-35.5"N Longitude 82°-2'-47.7"W 478

TANK # AND TYPE: High Pointe Tank

TANK ADDRESS: High Pointe Rd.

CITY, STATE ZIP: Augusta, GA 30901 Richmond County

CAPACITY: 1,000,000 Elevated

COORDINATES: Latitude 33°-28'-55"N Longitude 82°-1'-58.1"W 501

TANK # AND TYPE: Old Waynesboro Rd. Tank

TANK ADDRESS: Old Waynesboro Rd.

CITY, STATE ZIP: Augusta, GA 30901 Richmond County

CAPACITY: 500,000 Elevated

COORDINATES: Latitude 33°-21'-55"N Longitude 81°-54'-52"W 460

TANK # AND TYPE: Greenland Tank

TANK ADDRESS: Greenland Rd.

CITY, STATE ZIP: Augusta, GA 30901 Richmond County

CAPACITY: 500,000 Elevated

COORDINATES: Latitude 33°-28'-02.5"N Longitude 81°-56'-55.8"W

TANK # AND TYPE: Walton Way Tank

TANK ADDRESS: Walton Way Ext. 1007

CITY, STATE ZIP: Augusta, GA 30901 Richmond County

CAPACITY: 750,000 Elevated

COORDINATES: Latitude 33°-21'-26.9"N Longitude 82°-4'-58.6"W 407

Owner hereby agrees to add the tank(s) listed above to the Wireless Communications Management Agreement.

This Agreement signed this 15th day of September, 2006

OWNER

UTILITY SERVICE COMMUNICATIONS co., inc

Signature

Signature

Name and Title (print)

Debbie Sullivan, Vice President Site Management
Name and Title (print)

Witness

Witness

Form W-9
(Rev. October 2007)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give form to the
requester. Do not
send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)
UTILITY SERVICE COMMUNICATIONS CO, INC

Business name, if different from above

Check appropriate box: ☐ Individual/
Sole proprietor ☒ Corporation ☐ Partnership ☐ Other ▶ _____ ☐ Exempt from backup
withholding

Address (number, street, and apt. or suite no.)
535 GENERAL COURTNEY HODGES BLVD; PO BOX 1350

City, state, and ZIP code
PERRY, GA 31069

List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number								
or								
Employer identification number								
5	8	2	5	8	7	4	6	5

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

Sign
Here

Signature of
U.S. person ▶

Debbie Sullivan

Date ▶

4-30-09

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

Exhibit C

List and attach copies of all licenses and permits, Phase I, Phase II, NEPA, SHPO findings pertinent to the Site, and a current insurance certificate
(Insurance certificate must contain waiver of subrogation)

Attach Executed lease termination

**PROPRIETARY INFORMATION
DO NOT DUPLICATE OR RE-DISTRIBUTE WITHOUT APPROVAL**

Exhibit D

Utility Service Communications co., inc. (USCCI)

Structural & Drawing Requirements

Structural Requirements:

Gross Analysis, with calculations, of the entire structure using wind loads appropriate for the geographical area per the latest AWWA code requirements. The analysis must show the actual versus allowable stresses for the anchor bolts, wind rods, columns and struts. In addition, local stresses should be evaluated at the antenna supports attachment points.

Summary page must include:

1. Size of Tank (Capacity in gallons).
2. Total number of posts if corral installation and number of coax.
3. Total number of antenna and coax if balcony installation.
4. Wind load used (MPH).
5. Diameter of Tank bowl and balcony.
6. Total Tank height.
7. Balcony height.

Drawing Requirements:

1. All drawings must be Site specific.
2. If USCCI Project Manager has made site visit prior to drawing, a sketch of site (not to scale) will be given to Site Acquisition contact.
3. 4-6 gang meter for Power and Telco must be placed at the Site to accommodate utility meter reader.
4. Coax may be required to be buried by USCCI Project Manager and/or Tank Owner.
5. Coax must be routed on the inside (riser side) face of the Tank leg. Only exception: design of Tank would not allow.
6. 1st and/or 2nd Licensee coax must be installed in the inside of a hinged jumbo cluster bracket. 2nd and/or 3rd Licensee install on outside of same bracket, if ground Equipment location will allow.
7. Tank height, RAD center height, balcony height must be on plans.
8. If Licensee is co-locating on top of Tank or corral, the diameter of Tank must be on plans. Plans must indicate current antenna locations on the Tank.
9. Only full sealed welding is allowed and must be indicated on plans.
10. All coax running over the bowl of Tank must have at least 4' separation from Tank logo and coax must be shrouded with shrouding painted to match Tank.
11. Corral must be painted to match Tank.
12. Licensee may be required to use colored coax to match Tank.
13. Painting of coax not allowed.

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14. Corral posts must be marked 1, 2, 3, etc., indicating which post licensee will be using and the orientation of the antenna's. (Post #1 to align with True North. (No skipping of post within a sector)
15. The number of coax installed must be denoted on plans.
16. Licensee may be required to install a "Stymielock" at the compound entry gate. If applicable this lock must be denoted on the drawings.
17. Signature box must be included on the title sheet.
Signature box to include:
 - a. USCCI Project Manager
 - b. Licensee Project Manager
18. The distance from Tank to Equipment shall be no less than 10'.
19. Licensed Ground area must be in concrete not gravel, due to ground maintenance problems.
20. Low-level Ice Bridge must have concrete underneath to prevent weed or grass growth.

Installation must follow Installation Standards in License Agreement along with any site-specific requirements and/or Governmental and AWWA requirements.

Installation inspection must be performed by USCCI Site Management division prior to Licensee being allowed to go on air (Regardless of Contractor).

USCCI Project Manager will make every effort to meet at the Tank Site with Tank Owner, Site Acquisition contact, Project Manager and any other parties prior to Licensee submitting for plans. This will help insure drawings are correct the first time.

Make sure all involved parties are issued these requirements as well as Installation Standards in License Agreement.

If you have any questions, please contact:

Lee Duke, USCCI Project Manager at 1-478-988-5260 or Cell: 1-478-396-0843. Or, Debbie Sullivan, USCCI Vice President Site Management at: 1-800-679-7819 or 1-478-396-9534.

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Exhibit E

Utility Service Communications co., inc. (USCCI) Installation Standards for Antennas and Related Communication Equipment

1.0 Introduction:

- 1.1 The various communication companies have been installing antennas and related communication Equipment on Tanks for a number of years, but more recently the frequency and complexity of these installations has increased dramatically. The types of installations typically being utilized have the potential of reducing the structural integrity of the Tank facility and have several adverse effects on the maintenance of the structure and its coating systems. Major Tank manufactures have historically avoided providing any engineering analysis or installation assistance with regard to this type of Equipment.
- 1.2 The purpose of this standard is to:
 1. Provide a general guide for Licensee, their consultants, site construction managers, installation contractors and their crews.
 2. Prevent possible structural failure.
 3. Ensure compliance with the industry standards that were in place during the original construction of the facility.
 4. Ensure current operational and maintenance standards.
 5. Provide maintenance access to the Tank.

New appurtenances and attachments are to be in compliance with the latest AWWA codes and regulations including proposed amendments and or commentaries.

- 1.3 Licensee may be required to install a "Stymielock" on the compound entry gate.
- 1.4 Antenna installations on Tanks without previous Licensee antenna installations will be required to furnish and erect a corral in accordance with USCCI standard design and meeting the OSHA 1926-502 Rail Requirements with a locking gate when applicable.
- 1.5 At Tank Owner's request, Licensee may be required to use colored coax to match the color of the Tank as closely as possible.

2.0 Contractor Qualifications:

- 2.1 All licensee installations require the use of certified electronics technicians, steeplejacks electricians or

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licensed contractors that have received USCCI approval prior to commencing any installation work. Such approval shall require the completion of a USCCI Contractors Qualification Package along with submittal of photographs of prior Tank installations. All installation work shall be in accordance with an USCCI previously approved installation plan. USCCI, at its sole discretion, shall have the right to supervise the installation of any and all Equipment. Certificates of insurance will be required by USCCI of any installer.

- 2.2 All approved installers shall have demonstrated capability of conforming to established manufacturer's installation standards, as well as any special standards imposed by USCCI. All work shall be performed in a neat and workmanlike manner.
- 2.3 All installers will have a certified welder per AWS D1.1 performing any welding.
- 2.4 All installers will have a demonstrated familiarity with AWWA D100 code requirements as it relates to the installation of appurtenances and attachments.

3.0 Health and Safety:

- 3.1 Access to an existing structure shall not be permitted by installation personnel without the express consent and approval of USCCI.
- 3.2 Any access to the interior of the Tank is not permitted unless the Tank is emptied, taken out of service and isolated from the water supply system.
- 3.3 Precautions shall be taken to prevent water contamination. Any intrusion to the Tank interior may be considered contamination. If contamination occurs disinfect the Tank (see ANSI/AWWA C652)
- 3.4 Lockout and Tagout procedures should be in place and followed.
- 3.5 Site keys obtained will not be duplicated. Combinations shall not be shared with anyone.
- 3.6 Personal RF monitors must be worn and examined when it is not possible to turn off the energy to any and all existing devices on the structure.
- 3.7 The coating system shall be checked for hazardous materials. Where hazardous materials are found, the environment, potable water supply and all personnel shall be protected from contamination in accordance with applicable standards.

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- 3.8 The contractor shall provide fall protection for their personnel during installation or inspection of any Equipment in accordance with OSHA.
- 3.9 Cables shall not be attached to any ladder structures, in accordance with OSHA standards.
- 3.10 Manholes and other access ports shall not be obstructed in any way by cable routing or attachments, in accordance with OSHA standards.
- 3.11 Balconies and platforms shall not be obstructed in any way by cable routing or attachments, in accordance with OSHA standards.
- 4.0. General Workmanship:
- 4.1 Epoxy attachments shall not be used. Epoxy compounds can lose strength at temperatures exceeding 140 degrees Fahrenheit. Additionally, epoxy compounds can be subjected to extreme stresses from thermal expansion/contraction of the metal structure due to changes in the ambient temperature and subsequently exhibit shear failure.
- 4.2 Stud welding shall not be used. A properly installed stud weld will scorch the internal coating system in the same manner as ordinary stick welding. In addition, the plate attachment to the studs is open to water seepage and corrosion from trapped water and moisture. Proper coating procedures cannot be used on the Tank surfaces that have plates or other attachments bolted to them.
- 4.3 Any penetrations larger than 3" in diameter that are to be cut into the support structure require special expertise in design and installation to minimize the possibility of structural damage to the structure. Consideration should be given to reducing the Tank water level whenever openings are cut into the support structure per AWWA recommendations. A professionally engineered solution must be provided.
- 4.4 Older Tanks are prone to hidden corrosion. A careful inspection of all components, including ultrasound thickness measurements are recommended to verify the Tank's structural strength relative to the original design. Corrective repairs should be made as recommended by a professional structural engineer competent with AWWA code requirements.
- 4.5 Antenna cables should be arranged and located to allow protective wrapping during abrasive blasting and recoating. Neatly arranged cables shall be offset from the Tank to allow maintenance contractors to perform this work without removing the cable runs. Chaining or strapping to tower legs or handrails is not allowed. Cable runs should be

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- routed under balconies or walkways to minimize access and rigging interference. Vertical coax routing up a leg should be orientated towards the center of the Tank on the inside face of the leg, typically between the struts and riser rods.
- 4.6 Licensee shall use hinged cluster brackets with snap-in clips capable of supporting twenty-four (24) 1 5/8" coax cables and shall route the coax cables on the inside of the cluster brackets.
 - 4.7 Cables and antenna shall be installed to provide a minimum of 6" clearance from the coating systems. Any deviations must be expressly approved by USCCI.
 - 4.8 Coax runs shall have a minimum of 4'-0" clearance from Tank logos. The coax run on the Tank bowl shall be shrouded and painted to match the Tank.
 - 4.9 Coax hoisting grips shall not be supported by the balcony. The balcony is a critical structural component of the Tank structure.
 - 4.10 If new antennas are installed on the top of the Tank, FAA obstruction lighting may need to be installed or raised to meet FAA guidelines. Local FAA height restrictions should be adhered to strictly.
 - 4.11 Many components common to the communications industry are designed for easy shipping. When bolted together, back to back components should be seal welded to prevent future corrosion and rust streaking.
 - 4.12 When electrical components are installed within the Tank support pedestal, the effects of high humidity, moisture and condensations should be considered and the Equipment adequately protected or waterproofed.
 - 4.13 Interference with interior Tank components should be considered and avoided to minimize cable rerouting.
 - 4.14 Penetrations shall be designed in accordance with AWWA section 3.13.
 - 4.15 Penetrations through walkways and platforms shall be toe board compliant in accordance with OSHA regulations.
 - 4.16 Ground bars and leads shall not be installed on any part of the structure. Full seal welded coax and antenna standoffs may be utilized for mounting ground bars and leads.
 - 4.17 A structural analysis by a professional engineer competent in the application of the AWWA code requirements is required on each structure.

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- 4.18 All installers shall comply with applicable local, state and federal requirements. In the absence of any applicable government standards, applicable BOCA and NEC codes, as well as EIA, TIA and AWWA, Standards will apply.
- 4.19 All materials and workmanship are to be in compliance with the latest AWWA codes and regulations.

5.0 Welding:

- 5.1 All welding shall be in accordance with AWWA D100 Section 8, Welding and Section 11, Inspection and Testing. This requires all welders to be certified in accordance with AWS D1.1.
- 5.2 All welds to the Tank surface shall be made with E7018 low hydrogen rod and shall be smooth and free of burs and undercuts. Unacceptable welds shall be repaired as 6.1 requires to meet AWWA D100 requirements.
- 5.3 No welding shall be done when the ambient temperature is below 32 degrees Fahrenheit unless the cold weather welding requirements of AWWA D100, Section 10.2.1 are followed.
- 5.4 Penetrations shall not intersect Tank weld seams. Penetrations should clear existing seams by 6 inches. If this clearance is not possible, a review by a professional engineer shall be made of adjacent weld seams that may be affected by local welding.
- 5.5 Welding to the Tank or access tube opposite the water level is not permitted. The water level shall be drawn down to a level not less than 2 feet below the point of welding.
- 5.6 Galvanized components shall not be welded directly to the Tank surface. Galvanized surfaces mating to the Tank structure must be ground free of galvanizing prior to welding.
- 5.7 Tubular columns on multi-leg supported Tanks are hermetically sealed and must not be breached or punctured under any circumstance since moisture will accumulate inside the leg and eventually cause serious structure damage.

6.0 Painting:

- 6.1 Welding may cause blistering of the interior paint opposite the weld. Damaged interior paint surfaces shall be repaired in a manner that is compatible with the existing paint system. Exterior paint damage shall be repaired after completion of the antenna installation, and should be compatible with the existing paint system. It is recommended that a one-year anniversary inspection be made to evaluate the quality of the touchup and repainting if

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required. AWWA D102 should be consulted for proper paint procedure.

6.2 All painting and surface preparation shall be in compliance with SSPC and NACE regulations.

6.3 Utility Service Company must be given "First Right of Refusal" to perform the interior touch up on Tanks that are currently being maintained by Utility Service Company.

7.0 Electrical:

7.1 All installation work shall be performed in a neat and workmanlike manner. Any new installation shall not cause mechanical, electrical or electronic interference to other RF Equipment located on the site.

7.2 All installations shall comply with all applicable local, state and federal requirements. In the absence of any applicable government standards, applicable BOCA and NEC codes, as well as EIA, TIA and AWWA must be adhered to.

7.3 All RF Equipment and transmission lines installed shall be FCC type accepted for the radio service and frequencies proposed in the license Agreement and attached exhibits.

7.4 All transmission lines shall be attached to tower coax supports using snap-in hangers. The use of stainless steel angle adapters (Andrew 31/68A or approved equal) is authorized. Cable ties are not permitted.

7.5 Where practical, cable runs shall be buried between the tower and electrical Equipment housing.

7.6 When possible, the Equipment cabinet or shelter will be located a minimum of 10'-0" from the Tank.

7.7 A four (4) to six (6) gang meter for Power and Telco shall be provided by the Licensee.

8.0 Equipment:

8.1 All transmission lines shall be tagged at the top and bottom of each run near the connector with an identification tag containing the licensee's name, with Sector location FCC or IRAC call sign and the frequency assigned. Brass tags with copper wire are preferred. Plastic tags with vinyl labels or indelible ink markings are acceptable. Licensee's name, site name, site I.D., site address, contact for the licensee, phone number and the output power must be posted at the site.

8.2 Licensee shall be responsible for the proper signage at the site per all regulatory requirements.

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- 8.3 Equipment shall only be installed in locations and positions determined by Utility Service Communications. The USCCI Project Manager will designate the exact locations for the installation of electric Equipment, transmission lines and antennas. If for any reason the proposed installation cannot conform to these instructions, the USCCI Project Manager shall be contacted prior to any further work.
- 8.4 All installed Equipment shall be housed in suitable EIA approved enclosures or Equipment racks. All enclosure doors and covers shall remain closed and locked at all times except during actual Equipment servicing.
- 8.5 Any new installation will not cause mechanical, electrical or electronic interference to other Licensee RF Equipment, other associated Licensee Equipment or any Licensor Equipment located in the Equipment shelter, tower structure or anywhere else on the site.
- 8.6 Equipment installed greater than 20'-0" from the Tank must have the coax run buried per applicable specifications.
- 8.7 Ice bridges must either be a maximum of 16" above grade with concrete underneath to prevent ground maintenance problems. Or, a minimum of 7'-0" above grade to allow Tank owner to maintain the grounds.

9.0 Inspections & Approvals:

- 9.1 USCCI shall be provided with 'as-built plans' or Tank mapping for review.
- 9.2 USCCI shall be provided with the structural analysis for review and approval. (See "Exhibit D" for Requirements)
- 9.3 USCCI shall be provided with all drawings for review and approval prior to start of construction. (See "Exhibit D" for Requirements)
- 9.4 USCCI must be supplied with a copy of the Purchase Order (P.O.) and/or Notice to Proceed (NTP) and a tentative schedule date of when exterior and interior touch up will be completed.
- 9.5 Contractor shall provide a closeout package at the end of the project prior to acceptance by USCCI. This package shall supply as a minimum, photographs, sweep charts, copies of permits and as-built drawings and lien waivers for subcontractors and vendors.
- 9.6 USCCI Site Management must complete a final inspection and approve prior to Licensee going on air. (Regardless of Contractor)

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If you have any questions regarding these installation standards,
contact:

Lee Duke, USCCI Project Manager at: 1-478-988-5260 Cell: 1-478-
396-0843 OR

Debbie Sullivan, Vice President Site Management at 1-800-679-7819
Cell: 1-478-396-9534.

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**Engineering Services Committee Meeting
7/13/2009 1:00 PM
Street lighting request 6/26/09**

Department: Abie Ladson, Director

Caption: Motion to approve a resolution creating street lighting districts.

Background: The Engineering Department has been petitioned by the citizens requesting street lighting in their neighborhood pursuant to a 1971 Commission Resolution authorizing the creating of Street Lighting Districts. The petitioners agree to pay for all costs associated with the installation, ongoing maintenance and energy.

Analysis: Currently, street lighting is non-existing in these areas. Street lighting has been an effective measure to increase pedestrian and vehicular safety, assist in crime prevention, and to promote businesses and community pride.

Financial Impact: Street Lighting Districts are funded by a self supporting fund. Street Lighting charges vary based on the type lighting requested or required, billable front footage, and light wattage and spacing. Costs for the subject districts follow: Lighting District No. 343 \$1.15

Alternatives: N/A

Recommendation: Approve

Funds are Available in the Following Accounts: 2760416105233111/Legal Advertising

REVIEWED AND APPROVED BY:

**Finance.
Law.
Administrator.
Clerk of Commission**