

EXTRAORDINARY SESSION

The Spalding County Board of Commissioners held their Extraordinary Session in Room 108 in the Courthouse Annex, Monday, June 16, 2008 beginning at 6:00 o'clock p.m. with Chairman Edward Goss, Jr. presiding and Commissioners Eddie Freeman, Gwen Flowers-Taylor, and David Phillips present. Absent was Commissioner Johnie McDaniel. Also present were County Manager William P. Wilson, Jr., Assistant to the County Manager Paul Van Haute, Administrative Services Director Jinna L. Garrison, County Attorney James R. Fortune, Jr., and Executive Secretary Teresa Watson.

I. OPENING (CALL TO ORDER) – Chairman Edward Goss, Jr.

II. INVOCATION – Teresa A. Watson

III. PLEDGE TO FLAG – Led by Paul Van Haute

IV. PRESENTATIONS/PROCLAMATIONS/RECOGNITION

V. PRESENTATION OF FINANCIAL STATEMENTS

1. Consider approval of Financial Statements for the Eleven Months Ended May 31, 2008.

Motion to approve Financial Statements for the Eleven Months Ended May 31, 2008 by Commissioner Phillips, seconded by Commissioner Freeman, carried by a vote of 4-0.

VI. CITIZENS COMMENTS – No Requests.

VII. PUBLIC COMMENT

Speakers must state their names and addresses and direct all comments to the Board only. Speakers will be allotted 5 minutes to speak on topics pertinent to the Board's jurisdiction. No speaker will be allowed to readdress the Board without express consent from a Board member. Outbursts from the audience will not be tolerated. Common courtesy and civility are expected at all times.

Kelly Palmatier, 450 Malier Road, Hampton, Georgia

Ms. Palmatier addressed the Board regarding the recommendations of the Spalding County Animal Care and Control Advisory Board relating to companion animals that can reasonably be accommodated on residential property. She was sorry to hear that the Board of Commissioners was unhappy with their recommendations. Her research has revealed that Lamar and Pike Counties have no limits. Meriwether County has a limit of ten (five dogs and five cats). There are several lawsuits that are the result of such enforcement ordinances that speak to limiting the number of companion animals. The Board she chaired and many other municipalities view this as a governmental issue. She advised the Board would be happy to pursue any avenues recommended to them. She was not personally vested in the outcome of this issue, but she really wants to make a difference, not just in the lives of animals and their owners but for Spalding County in general. Significant progress is possible; issues such as spay/neuter enhancement, voucher programs and oxygen masks for animals are all topics they have successfully addressed. They hope their August meeting won't be the last.

Chairman Goss thanked Ms. Palmatier for the time and effort that she and her board members expended throughout the process to date. Commissioners Phillips and Flowers-Taylor concurred, noting the effort was good but further work is needed. Commissioner Freeman commended them for their diligent work on behalf of Spalding County.

Commissioner Phillips moved to amend tonight's agenda to add: 1) An additional set of Minutes from the June 16, 2008 Special Called SPLOST Meeting under Minutes, and 2) Consider request of Alan Mobley to extend Letter of Credit for landscaping at Walkers Mill Estates Subdivision for a 180-day period, in the amount of \$13,013, in order to facilitate better survival of planted trees. Commissioner Freeman seconded, and motion carried 4-0.

VIII. MINUTES

1. Consider approving Minutes: June 2, 2008 Budget Public Hearing, the June 2, 2008 Yamacraw Road Solid Waste Landfill Public Hearing, the June 2, 2008 Regular Monthly Meeting, the June 9, 2008 Special Called Meeting, and the June 16, 2008 Special Called Meeting.

Motion to approve all sets of minutes by Commissioner Phillips, seconded by Commissioner Freeman with noted change that County Attorney James R. Fortune, Jr. was present for the June 16, 2008 Special Called Meeting, although his name was omitted from attendees. Motion carried 4-0.

IX. CONSENT AGENDA – N/A

X. OLD BUSINESS – N/A

XI. NEW BUSINESS

1. Consider request from Alan Mobley to extend Letter of Credit for landscaping at Walkers Mill Estates Subdivision for a 180-day period, in the amount of \$13,013, in order to facilitate better survival of planted trees.

Mr. Wilson advised that Spalding County supports granting this third extension and discussion followed. Mr. Mobley advised if the County were to require a greater percentage added onto the bond amount, then the County can call the bond now. Of the 11 houses built, only six or seven are occupied, and there are 69 lots in the subdivision. None of the street trees have been planted even for the houses that are occupied since blanket planting would ensure uniform growth.

Motion to approve request from Alan Mobley to extend Letter of Credit for landscaping at Walkers Mill Estates Subdivision for a 180-day period, in the amount of \$13,013, in order to facilitate better survival of planted trees by Commissioner Phillips, seconded by Commissioner Freeman who noted landscaping stock is not as expensive currently as it once was, amended by both Commissioners Phillips and Freeman to stipulate this is the final extension on this bond, carried by a vote of 4-0.

2. Consider request from Thomas Street residents for temporary closure of street from 126 to 130 Thomas Street for neighborhood block party on Saturday, June 21, from 5:30 to 8:30 p.m.

Major Beam of the Sheriff's Department had no problem with this request and Mr. Wilson recommended approval.

Motion to approve request from Thomas Street residents for temporary closure of street from 126 to 130 Thomas Street for neighborhood block party on Saturday, June 21, from 5:30 to 8:30 p.m. by Commissioner Phillips, seconded by Commissioner Freeman, carried 4-0.

3. Consider request from the Spalding County Board of Elections to utilize space at Memorial Drive Plaza for possible early voting site from September 22 to October 31, 2008.

Early voting for the Presidential Election has been extended to encompass this 45-day period. This location will suffice and will eliminate tying up the large meeting room for such as extended period of time. This will cost the County about \$6,000 to \$7,000 as a few housekeeping items will need to be done and a couple of air conditioning units replaced that have been stolen.

Motion to approve request from the Spalding County Board of Elections to utilize space at Memorial Drive Plaza for possible early voting site from September 22 to October 31, 2008 by Commissioner Freeman, seconded by Commissioner Flowers-Taylor, carried 4-0.

4. Consider request from Sheriff's Department Victim Service Unit for permission to apply for Victims of Crime Act (VOCA) and/or Violence Against Women Act (VAWA) grants.

Ms. Crane has proposed applying for the VAWA grant, as well as VOCA this year. The VAWA grant will provide for personnel on a graduated basis (25% reduction each year for four years). Ms. Crane will request the maximum amount which is \$60,000 each but chances are slim she will be fully funded.

Motion to approve request from Sheriff's Department Victim Service Unit for permission to apply for Victims of Crime Act (VOCA) and/or Violence Against Women Act (VAWA) grants by Commissioner Freeman, seconded by Commissioner Flowers-Taylor, carried 4-0.

5. Consider ACCG Group Adoption Agreement for Inmate Medical Health Insurance Program.

Mr. Wilson said this new program was unveiled at the recent ACCG meeting and will save the County money. Mr. Wilson will also pursue a direct agreement with Spalding Regional Medical Center for hospitalization of inmates for both the Correctional Institute and the Sheriff's Department to complement this program. The administration fee to process each claim was not detailed in the agreement, and Commissioner Flowers-Taylor wanted to delay approval until more details could be discerned.

Motion to table consideration of the ACCG Group Adoption Agreement for Inmate Medical Health Insurance Program until July 7, 2008 by Commissioner Flowers-Taylor, seconded by Commissioner Phillips, carried by a vote of 4-0. Contract on file.

6. Consider Consulting Agreement between Glatting Jackson Kercher Anglin, Inc. and Spalding County for the Tri-County Crossing Livable Centers Initiative (LCI) Study.

Mr. Wilson said Mr. Fortune has reviewed and approval is recommended.

CONSULTANT AGREEMENT

THIS AGREEMENT is entered into between Spalding County, hereinafter referred to as "County", with its principal office located at 119 East Solomon Street, Griffin, Georgia 30223 and Glatting Jackson Kercher Anglin, Inc., hereinafter referred to as "Consultant", with its principal office located at 120 N. Orange Avenue, Orlando, Florida 32801, in consideration of the mutual benefits, terms, and conditions hereinafter specified.

1. **PROJECT DESIGNATION.** The Consultant is retained by the County to perform services in connection with...(describe project).
2. **SCOPE OF SERVICES.** Consultant agrees to perform the services, generally identified on Exhibit "A" which is attached hereto and incorporated herein by reference, including the provision of all labor, materials, equipment and supplies.
3. **COMPENSATION.** The County will compensate the Consultant for the services identified in Exhibit A, a lump sum fee of One Hundred Twenty-Five Thousand Dollars (\$125,000.00) including reimbursable expenses. Should the County deem that a change in the scope of services is appropriate, a decrease or increase in compensation shall be authorized in writing. If such change in services is compensated on a time and materials basis, time charges shall be in accordance with the Hourly Rate Schedule indentified on Exhibit "B" which is attached hereto and incorporated herein by reference.
4. **PAYMENT.** The County agrees that it will use its best effort to pay the Consultant within thirty (30) calendar days from presentation of the Consultant's invoice and approval thereof by the County's representative. The Consultant shall submit monthly invoices which shall include a report of work completed during the respective invoice period. The report shall be adequate in detail to describe work progress (% complete for each task) and written summaries of work completed. No payment request shall exceed the value of work and services performed by the Consultant under the Work Order.
5. **OWNERSHIP AND USE OF DOCUMENTS.** All documents, drawings, specifications and other materials produced by the Consultant in connection with the services rendered under this Agreement shall be the property of the County whether the project for which they are made is executed or not. The Consultant shall be permitted to retain copies, including reproducible copies, of drawings and specification for information, reference and use in connection with Consultant's endeavors. County shall hold Consultant harmless from any liability that may arise out of County's reuse of the project documents for any purpose other than that described in each Work Order.
6. **COMPLIANCE WITH LAWS.** Consultant shall, in performing the services contemplated by the service agreement, faithfully observe and comply with all federal, state and local laws, ordinances and regulations that are applicable to the services to be rendered under this Agreement.
7. **INDEMNIFICATION.** Consultant shall indemnify, defend and hold harmless the County, its offices, agents and employees, from and against any and all claims, losses or liability, or any portion thereof, including attorneys fees and costs, arising from injury or death to persons, including injuries, sickness, disease or death to Consultant's own employees, or damage to property occasioned by a negligent act, omission or failure of the Consultant.
8. **INSURANCE.** The Consultant shall secure and maintain in force throughout the duration of this contract comprehensive general liability insurance with a minimum coverage of \$1,000,000 per occurrence and \$1,000,000 aggregate for personal injury and \$1,000,000 per occurrence/aggregate for property damage, and professional liability insurance in the amount of \$1,000,000.

Said general liability policy shall name the County of Spalding as an additional named insured and shall include a provision prohibiting cancellation of said policy except upon thirty (30) days prior written notice to the County. Certificate of coverage as required by this section shall be delivered to the County within fifteen (15) days of execution of this Agreement.

9. INDEPENDENT CONTRACTOR. The Consultant and the County agree that the Consultant is an independent contractor with respect to the services provided pursuant to this agreement. Nothing in this agreement shall be considered to create the relationship of employer and employee between the parties hereto. The County shall not be responsible for withholding or otherwise deducting federal income tax or social security or for withholding or otherwise deducting federal income tax or social security of for contribution to the state industrial insurance program, otherwise assuming the duties of an employer with respect to Consultant, or any employee of Consultant.

10. COVENANT AGAINST CONTINGENT FEES. The Consultant warrants that he has not employed or retained any company or person, other than a bonafide employee working solely for the Consultant, to solicit or secure this contract, and that he has not paid or agreed to pay any company or person, other than a bonafide employee working solely for the Consultant, any fee, commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the aware or making of this contract.

For breach or violation of this warranty, the County shall have the right to annul this contract without liability or in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or continent feel.

11. DISCRIMINATION PROHIBITED. The Consultant, with regard to the work performed by it under this Agreement, will not discriminate on the grounds of race, color, national origin, religion, creed, age, sex or the presence of any physical or sensory handicap in the selection and retention of employees or procurement of materials or supplies.

12. ASSIGNMENT. The Consultant shall not sublet or assign any of the services covered by this agreement without the express written consent of the County.

13. NON-WAIVER. Waiver by the County of any provision of this agreement or any time limitation provided for in this agreement shall not constitute waiver of any other provision.

14. TERMINATION. The obligation to continue services under this Agreement may be terminated for cause by either party upon seven (7) days written notice of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. The County will pay Consultant for work satisfactorily completed up through the date of termination.

County shall have the right to terminate this Agreement or suspend performance thereof without cause for the County's convenience upon fourteen (14) days written notice to Consultant, and Consultant shall terminate or suspend performance of services on a schedule acceptable to County or at the end of this fourteen (14) day period, at the option of the County. In the event of termination or suspension for County's convenience, County shall pay Consultant for all services performed through the date of notice of termination or suspension.

In the event of the death of a member, partner or officer of the Consultant, or any of its supervisory personnel assigned to the project, the surviving members of the Consultant hereby agree to complete the work under the terms of this Agreement, if requested to do so by the County. This section shall not be a bar to renegotiations of this Agreement between surviving members of the Consultant and the County, if the County so chooses.

15. DISPUTES. Any disputes that arise between the parties with respect to the performance of this Agreement which cannot be resolved through negotiation shall be submitted to a court of competent jurisdiction in Orlando, Florida. The non-prevailing party shall pay the reasonable costs and attorney fees incurred by the prevailing party in bringing any such action.

16. NOTICES.

Notices to the County shall be sent to the following address:
Spalding County Board of Commissioners
P.O. Box 1087
Griffin, GA 30224

Notices to Consultant shall be sent to the following address:
PM Name
Glatting Jackson Kercher Anglin, Inc.

120 N. Orange Avenue
Orlando, FL 32801

17. INTEGRATED AGREEMENT. This Agreement, together with attachments or addenda, represents the entire and integrated agreement between the County and Consultant and supersedes all prior negotiations, representations, or agreements written or oral. This agreement may be amended only by written instrument signed by both County and Consultant.

DATED this 16th day of June 2008.

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EXHIBIT A
SCOPE OF SERVICES

Project Name
GJ Project No.

- 1.0 Project Description
- 2.0 Scope of Services
- 3.0 Assigned Personnel
- 4.0 Schedule

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EXHIBIT B
GLATTING JACKSON KERCHER ANGLIN, INC.
2008 HOURLY RATE SCHEDULE

| | | | |
|--------------------------------|-------|-----------------------------------|-------|
| Principal 6 | \$295 | Transportation Planner/Engineer 6 | \$215 |
| Principal 5 | \$270 | Transportation Planner/Engineer 5 | \$175 |
| Principal 4 | \$245 | Transportation Planner/Engineer 4 | \$140 |
| Principal 3 | \$230 | Transportation Planner/Engineer 3 | \$115 |
| Principal 2 | \$205 | Transportation Planner/Engineer 2 | \$100 |
| Principal 1 | \$175 | Transportation Planner/Engineer 1 | \$ 80 |
| Ecologist 6 | \$215 | Environmental Graphics Designer 6 | \$215 |
| Ecologist 5 | \$175 | Environmental Graphics Designer 5 | \$175 |
| Ecologist 4 | \$140 | Environmental Graphics Designer 4 | \$140 |
| Ecologist 3 | \$115 | Environmental Graphics Designer 3 | \$115 |
| Ecologist 2 | \$100 | Environmental Graphics Designer 2 | \$100 |
| Ecologist 1 | \$ 80 | Environmental Graphics Designer 1 | \$ 80 |
| Landscape Architect 6 | \$215 | Urban Designer 6 | \$215 |
| Landscape Architect 5 | \$175 | Urban Designer 5 | \$175 |
| Landscape Architect 4 | \$140 | Urban Designer 4 | \$140 |
| Landscape Architect 3 | \$115 | Urban Designer 3 | \$115 |
| Landscape Designer/Architect 2 | \$100 | Urban Designer 2 | \$100 |
| Landscape Designer 1 | \$ 80 | Urban Designer 1 | \$ 80 |
| Planner 6 | \$215 | Graphic Artist/GIS 4 | \$115 |
| Planner 5 | \$175 | Graphic Artist/GIS 3 | \$100 |
| Planner 4 | \$140 | Graphic Artist/GIS 2 | \$ 90 |
| Planner 3 | \$115 | Graphic Artist/GIS 1 | \$ 80 |
| Planner 2 | \$100 | Administrative Assistant | \$ 60 |
| Planner 1 | \$ 80 | Technician | \$ 50 |

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Motion to approve the Consulting Agreement between Glattig Jackson Kercher Anglin, Inc. and Spalding County for the Tri-County Crossing Livable Centers Initiative (LCI) Study by Commissioner Flowers-Taylor, seconded by Commissioner Freeman, carried by a vote of 4-0.

- 7. Conduct Public Hearing to consider the establishment of a street lighting district for Huntington South Subdivision located off Carver Road.

Motion to open the Public Hearing by Commissioner Freeman, seconded by Commissioner Phillips, carried by a vote of 4-0. There being no public comment, motion to close the Public Hearing by Commissioner Freeman, seconded by Commissioner Phillips, carried 4-0.

8. Consider request to approve street lighting district for Huntington South Subdivision located off Carver Road.

Motion to approve street lighting district for Huntington South Subdivision located off Carver Road by Commissioner Freeman, seconded by Commissioner Flowers-Taylor, carried 4-0.

9. Consider, on first reading, the FY 2009 Budget Ordinance.

Mr. Wilson advised all the final changes to the Budget discussed by the Board were incorporated.

Motion to approve, on first reading, the FY 2009 Budget Ordinance by Commissioner Phillips, seconded by Commissioner Freeman, carried by a vote of 4-0.

10. Consider board appointment to the Spalding County Board of Family and Children Services to succeed Dr. Karen Mathiak whose term expires 6-20-08 for a new term to expire 6-30-13.

Motion to appoint Cheryl Gilbert to the Spalding County Board of Family and Children Services to succeed Dr. Karen Mathiak whose term expires 6-30-08 for a new term to expire 6-30-13, by Commissioner Phillips, seconded by Commissioner Freeman, carried 4-0.

11. Consider appointments to the Region IV Emergency Medical Services Advisory Council for Samuel C. Gardner, Trudy McDevitt and Tommy Jones, all of whom have terms expiring 7-1-08 for new terms set to expire 7-1-10.

Motion to reappoint all three, Samuel C. Gardner, Trudy McDevitt and Tommy Jones to the Region IV Emergency Medical Services Advisory Council for new terms set to expire July 1, 2010, was made by Commissioner Flowers-Taylor, seconded by Commissioner Freeman, and carried by a vote of 4-0.

12. Consider Tower Lease Agreement with Communication Towers, LLC, for the 800 MHz Communications Tower Site on Wild Plum Road.

A small change from March 1, 2008 to July 1, 2008 for a commencement date was noted.

TOWER LEASE AGREEMENT

THIS TOWER LEASE AGREEMENT (hereinafter "Lease") is made and entered into this 16th day of June 2008, between Communication Towers, LLC, a limited liability company registered in the State of Georgia ("Landlord"), and Spalding County, a political subdivision of the State of Georgia ("Tenant").

1. RECITALS

Landlord currently owns a tower ("Tower") which is located on a tract of real estate in Spalding County, Georgia, ("the Site"). That real estate is leased by Landlord from Donna I. Taylor and is more particularly described on Exhibit "A" attached hereto.

Tenant desires to obtain the right from Landlord to use a portion of the land and Tower on the Site for the purposes of placing, operating and maintaining on the Site, Tenant's telecommunications equipment. Landlord is willing to grant such a right to Tenant for such purpose subject to the terms and conditions set forth herein.

2. AGREEMENT

NOW, THEREFORE, in consideration of the foregoing and payment of rent by tenant and keeping and performance of the covenants and agreements by Tenant under this Lease, Landlord and Tenant hereby agree as follows:

3. BASIC LEASE INFORMATION

In addition to the terms that are defined elsewhere in this Lease, the following terms are used in this Lease:

| | |
|-----------|--|
| Landlord: | Communication Towers, LLC |
| Address: | 1444 Dauset Drive Griffin, GA 30224 |
| Tenant: | Spalding County |
| Address: | 119 East Solomon Street |

P. O. Box 1087
Griffin, GA 30224

Premises: Space on the Tower in the dimensions and locations as more particularly shown on Exhibit B-1 attached, and land for building consisting specified site, as shown on Exhibit B-2.

a. Equipment: All the equipment and personal property listed on Exhibit "C" attached, to include required coax feed lines, connectors and coax connectors, together with any other equipment placed on the Premises by Tenant in accordance with Article 4 hereof.

b. Commencement Date: July 1, 2008.

c. Expiration Date: December 31, 2010.

d. Term: This Lease is for a term of thirty-four (34) months with the following stipulations:

The Lease shall run from March 1st through December 31, 2008, the first nine (9) months and then from January 1st through December 31st thereafter;

Either Party shall have the option to terminate the Agreement upon written notice to the other delivered no later than 60 days prior to December 31st during each annual Lease Term. Absent such notice from either Party, the Lease shall automatically renew until the Expiration Date. If Tenant chooses to terminate the Lease prior to the expiration of three years, Tenant will owe Landlord termination payment as follows:

If the Tenant terminates this Lease prior to the expiration of the thirty-four (34) month period, the Tenant shall owe the Landlord an early termination fee that shall be calculated by multiplying the number of months remaining in the original thirty-four (34) month term by the monthly rental amount of \$3,000.00. That amount shall then be payable to Landlord by Tenant as a lump sum payment.

Tenant agrees that Landlord has agreed to lease the space to Tenant for the initial term of thirty-four (34) months at a rental that is below accepted market value and that Landlord is doing so in an effort to assist Tenant in establishing an emergency communication system in Spalding County. The Parties further stipulate and agree that the termination payments herein described are for the purpose of compensating Landlord for its investment if Tenant opts to terminate this Lease prior to the expiration of thirty-four (34).

e) Rental: Tenant shall pay to Landlord a monthly rental of \$3,000 payable on the first day of each month beginning on March 1, 2008. Landlord agrees that rental amount shall not change for the first thirty-four (34) months of this Lease. Thereafter, the Parties shall renegotiate the rental payments. The Landlord shall provide Tenant written notice of its intent to renegotiate the Rental by no later than May 1st of each year in order to accommodate the Tenant's annual budgeting process.

4. EXHIBITS

Exhibits: The following Exhibits are attached to this Lease and are made a part of this Lease:

| | |
|-------------|--|
| Exhibit A | Legal description of the Site |
| Exhibit B-1 | Location of Tower |
| Exhibit B-2 | Foot print plan of building |
| Exhibit C | Equipment, antenna structure type, model, manufacturer, mounting brackets, coaxial feed liens, model, manufacturer, connectors required for installation on tower structure. |

5. AGREEMENTS AND USE

1. Lease. Landlord hereby leases the Premises to Tenant for the placement, operation and maintenance of a communications building, generator and fuel pad for generator, and Placement of Antenna Systems Equipment on Tower and for no other purpose.

2. Term. The Term of the Lease shall begin on the Commencement Date and shall expire on the 31st of December of each year unless automatically renewed for an additional year as set forth in Section 3[d].

3. Use. Tenant shall use the Premises only for the purpose of placing, maintaining and operating its Equipment as described in Exhibit C and uses directly incidental thereto. Tenant will not use the Premises for any purpose prohibited by applicable law. Tenant will not commit waste and will not create any nuisance or interfere with, annoy or disturb any other tenant of the Site. It is further understood and agreed that Tenant's right to use the Premises is contingent upon its obtaining and continually maintaining in full force and effect, after the execution date of this Lease, all the certificates, permits and other approvals that may be required by any federal, state, or local authorities.

5a. NONEXCLUSIVE

1) Tenant acknowledges and agrees that Landlord, at its sole discretion, has the right to grant other licenses, leases or rights of use, of any kind or nature, to Parties other than Tenant with respect to the Site, provided that any such uses entered into following the date of this Lease shall not materially interfere with Tenant's operation of its Equipment.

2) Interference to Licensee's Operations. Licensor agrees that neither Licensor nor Licensor's other users of the Site or property adjacent to the Site controlled or owned by Licensor, or whose equipment is installed or modified subsequently to Licensee's Equipment ("Subsequent Use"), shall permit their equipment to interfere with Licensee's permitted transmissions or reception. In the event that Licensee experiences RF interference caused by such Subsequent Use, Licensee shall notify Licensor in writing of such RF Interference and Licensor shall cause the Party whose Subsequent Use is causing said RF interference to reduce power and/or cease operations in order to correct and eliminate such RF interference within seventy-two (72) hours after Licensor's receipt of such notice. In the event Licensor is notified of any RF interference experienced by Licensee alleged to be cause by a Subsequent Use, the entity responsible for the Subsequent Use shall be obligated to perform (or cause to be performed) whatever actions are commercially reasonable and necessary at no cost or expense to Licensee to eliminate such RF interference with Licensee's operation of its Equipment following receipt of a notice of such interference.

3) Interference by Licensee. Notwithstanding any prior approval by Licensor or Licensee's Equipment, Licensee agrees that it will not allow its Equipment to cause RF interference to Licensor and/or other pre-existing uses of users of the Site in excess of levels permitted by the FCC. If Licensee is notified in writing that its operations are causing such RF interference, Licensee will immediately take all necessary steps to determine the cause of and eliminate such RF interference. If the interference continues for a period in excess of seventy-two (72) hours following such notification, Licensor shall have the right to require Licensee to reduce power and/or cease operations until such time as Licensee can make repairs to the interfering Equipment.

6. RENT

Tenant will pay monthly rent to Landlord as rent for the land and designated space on the Tower. Monthly rent will be paid in advance to Communication Towers, LLC, at 1444 Dauset Drive, Griffin, Georgia, 30224, or to such other person, firm or place as Landlord may, from time to time, designate in writing, on or before the first day of each calendar month during the Term of this Lease, without notice or demand, and without deduction or offset. If the Term commences on a day other than the first day of a calendar month or ends on a day other than the last day of a calendar month, the monthly rent for said partial month shall be prorated based on the actual number of days in that month. Tenant shall deliver to Landlord upon execution of this Lease the monthly rent for the first month of the Lease. Any amounts that this Lease requires Tenant to pay in addition to monthly rent will be additional rent.

7. UTILITIES

Tenant shall, at its sole cost and expense, arrange for electricity, water, gas, and other utilities that it deems necessary for the operation of Tenant's equipment to be provided to the premises directly from such providers. Tenant shall be billed directly for the use of such services and shall promptly pay the same when due.

8. LIMITATION ON LIABILITY

Landlord will not be in default under this Lease or be liable to Tenant or any other person, for direct or consequential damages, or otherwise, for any failure to supply any electricity, water, gas, security or other utilities, or for surges or interruptions of electricity, or other such services or utilities.

9. TAXES OR ASSESSMENTS

The Parties have consulted with the Spalding County Tax Assessor's Office and have been told that because the Tenant is a governmental body, the equipment which the Tenant intends to place on the Landlord's tower and adjacent premises and which will remain Tenant's property will not be subject to ad valorem taxes or assessments. The Parties are relying upon this representation in this Agreement.

If, however, the Tenant's property which has been placed upon the leased premises is deemed subject to taxation in any manner, then the Tenant shall pay directly to the applicable Government Entity or to Landlord if Landlord is invoiced by such Government Entity, all taxes, fees, assessments or other charges assessed by an Government Entity against the Equipment and/or Tenant's use of the Site or the Licensed Space. Tenant shall pay to Landlord or the appropriate taxing authority, if and when due, any sales, use, ad valorem or other taxes or assessments which are assessed or due by reason of this Agreement or Tenant's use of the Site or the Licensed Space. Tenant shall also pay to Landlord its pro rata share of all taxes, fees, assessments or charges assessed by any Government Entity against the site or against Landlord's improvements thereon. Landlord shall provide notice of any assessments to be paid by Tenant promptly upon receipt. Landlord shall invoice Tenant annually indicating the amount of the assessment, its pro rate share and the amount due. Said invoices shall be paid within thirty (30) days of Tenant's receipt.

10. ALTERATIONS: OPERATION OF EQUIPMENT

Tenant's Facilities

Tenant will install and operate Tenant's equipment in compliance with Landlord's technical standards, rules and regulations as they related to engineering standards accepted by the communications industry and in keeping with the specifications established by MACOM or Tenant's designee if same do not conflict with accepted engineering standards. If at any time Landlord's Chief Engineer determines that the equipment or installation of the equipment does not meet applicable rules and regulations, Tenant will be responsible for the costs associated with the removal, modification to, or installation of additional equipment to bring the equipment into compliance. Notwithstanding, if Tenant fails to correct any non-compliance within 15 days after receipt of written notice of such non-compliance, then Landlord may remove the equipment, or bring the equipment into compliance, all at Tenant's sole cost and expense.

Tenant will obtain Landlord's prior written approval, which approval shall not be unreasonably withheld, for the type, location, mounting and placement of Tenant's equipment placed or relocated on the premises. All proposed construction and installation performed on the premises must be reviewed and approved in writing by Landlord or the Tenant's Chief Engineer, prior to the commencement of such construction. All equipment shall be installed by contractors approved by Landlord and subject to conditions specified by Landlord, and shall be performed in a good and workmanlike manner and in compliance with all applicable engineering standards. Notwithstanding the foregoing, after the commencement date, Tenant may add new equipment to the Site, provided that Tenant obtain Landlord's prior written approval of any such additional equipment, which approval will not be unreasonably withheld in Landlord's sole discretion. In the event equipment is added, Landlord and Tenant shall enter into a modification of this Lease to add such equipment to the equipment listed on Exhibit C attached and provide for an increased monthly rental.

Landlord's approval of any placement or specifications shall not be construed to be a warranty or representation that such plans or specifications are in conformity with any laws or ordinances.

Except as set forth above, Tenant shall not make or allow to be made any alterations, additions, or improvements to or of the premises.

11. OPERATION OF TENANT'S FACILITIES

1. Tenant shall be responsible, at its sole cost, for the placement, installation, maintenance and replacement of its equipment.
2. Tenant shall not remove from the Site any valuable materials, minerals, coal, oil or gas or any other property not belonging to Tenant.
3. Tenant shall protect the premises from fire and report and suppress such fires as might occur.
4. Tenant shall not allow debris or refuse to accumulate on the premises.
5. Tenant shall comply with all customary practices and courtesies in the use of the access road.
6. Tenant shall operate the equipment in such a manner that it will not interfere with or retard the operations of Landlord or other tenants on the Site.
7. Landlord's facilities as used in this paragraph shall mean facilities of Landlord, its successors or assigns and the facilities of associated or affiliated companies. Notwithstanding the foregoing, Landlord assumes no liability whatsoever or responsibility for approval of Tenant's equipment and does not by accepting Tenant's evidence of non-interference waive any rights with respect to future interference or pass on the adequacy of Tenant's equipment for safety or other purposes. Tenant shall not change or add additional transmitting or receiving frequencies or equipment without submitting revised technical standards for approval. Tenant shall not raise effective radiated power beyond that authorized by the Federal Communications Commission.
8. Tenant shall cease operation temporarily or reduce power if required by Landlord to conduct tests, perform tower work, or make emergency repairs. Such occasions, in so far as practicable, shall be preceded by notice and shall occur at times mutually agreeable to Landlord and Tenant. The maximum length of time that the Tenant would be required to reduce power or cease operations would be a continuous period of sixty (60) minutes.

12. MECHANIC'S LIENS

Tenant shall not suffer or permit any mechanic's lien, or other lien, to be filed against the premises, the Site, or any part thereof, by reason of work, labor, services or materials supplied or claimed to have been supplied to Tenant, or anyone claiming under Tenant. If any such mechanic's lien, or other lien, shall at any time be filed against the premises or the Site, Tenant shall cause the name to be discharged of record within 30 days of the date of filing the same, and if Tenant shall fail to discharge such lien within such period, then Landlord may, at its option, discharge the same by paying the amount claimed to be due without inquiry into the validity of the same, and Tenant shall thereupon reimburse Landlord for any payment so made. If Tenant desires to contest any claim of a lien, Tenant shall furnish to Landlord adequate security of at least 150% of the amount of the claim, plus estimated costs and interest and, if a final judgment establishing the validity or existence of any lien for any amount is entered, Tenant shall satisfy and pay the same at once, and, on receipt of notice of payment of any such final judgment, Landlord shall return any security paid.

13. SECURITY

Landlord may from time to time, on 24-hour prior notice to Tenant, impose such reasonable restrictions on the time and means of access to the premises as Landlord deems necessary for security precautions. Tenant agrees that it will not change locks on any doors to the premises or install additional locks on such doors. Tenant further agrees that it will not duplicate any keys of Landlord except as specifically authorized by Landlord.

14. SAFETY

If the Landlord determines that Tenant's activities or the equipment are unsafe, pose a hazard or violate the laws, then Tenant shall immediately, upon notice of such unsafe, hazardous or illegal condition, remedy said condition. If the Tenant has not made repairs or alterations sufficient to remedy the unsafe, hazardous, or illegal condition within forty-eight (48) hours of said notice, the Landlord may give the Tenant notice to immediately cease operations on

the premises and the Landlord may, at Tenant's sole cost, undertake such repairs or alterations as Landlord deems necessary to insure that Tenant's equipment is safe and complies with all laws.

15. MAINTENANCE

By Tenant: Tenant shall operate the equipment with due care and maintain the premises in a safe, clean and sanitary condition. Tenant shall, at its sole cost and expense, maintain the premises and the equipment in good repair and condition, exercising due regard for Landlord's and other Tenants' equipment on the Site. In the event of damage or injury to premises or equipment by Tenant, Landlord shall give Tenant written notice of the damage and injury; Tenant shall have a reasonable time, not to exceed fifteen (15) days, to conduct repairs. Upon failure of Tenant to make satisfactory repairs, then all damage or injury to the premises or the Site caused by Tenant, its agents, employees, or invitees may be repaired, restored, or replaced by Landlord, at the expense of Tenant. Such expense will be collectible as additional rent and will be paid by Tenant within 10 days after delivery of a statement for such expense.

16. INSURANCE AND WAIVER

1. At all times during the terms of this Lease, Tenant will carry and maintain at its own expense:

2. Commercial general liability insurance for claims for bodily injury or death and property damage with combined single limits of not less than \$1,000,000 per occurrence, including coverage for premises-operations and contractual liability.

3. Insurance coverage on a broad form basis insuring against "all risks of direct physical loss" on all of Tenant's equipment and personal property located on the premises and the Site, in an amount not less than their full replacement value.

4. Worker's compensation insurance insuring against and satisfying Tenant's obligations and liabilities under the worker's compensation laws of the state in which the premises are located, including employer's liability insurance in the limits required by the laws of the state in which the premises are located; and

5. If Tenant operates owned, hired or non-owned vehicles on the property, comprehensive automobile liability insurance with a limit of not less than \$500,000 combined bodily injury and property damage.

6. All such insurance shall be placed with insurers having a "Best's" rating of B+XIII and under such form of policies acceptable to Landlord. Tenant shall forward to Landlord certificates of insurance evidencing coverage prior to entering onto the premises and upon renewal of coverage thereafter. Certificates shall provide that Landlord be named as an additional insured on all policies (except workers' compensation), that 30 days' prior written notice of material change or cancellation of coverage shall be provided to Landlord, that coverage is primary and not excess of, or contributory with, any other valid and collectible insurance purchased or maintained by Landlord, and that the policy provides sever ability or interest/cross-liability coverage.

Landlord's public liability and property damage insurance will not be carried for the benefit of Tenant, and Tenant will have no right or claim in the proceeds of any such insurance and no right of indemnity from claims on account of Landlord's insurance.

Tenant will not act or permit acts upon the premises that would jeopardize or conflict with fire insurance policies or increase the rate of fire insurance.

17. LANDLORD'S INSURANCE

At all times during the term, Landlord will carry and maintain fire and extended coverage covering the Tower in amounts determined by Landlord in its reasonable discretion.

18. WAIVER OF SUBROGATION

Landlord and Tenant each waive any and all rights to recover against the other, or against the officers, directors, shareholders, partners, joint ventures, employees, agents, customers, invitees or business visitors of such party, for any loss or damage to such waiving party arising from any cause covered by any property insurance required to be carried pursuant to this section or any other property insurance actually carried by such party. Landlord and Tenant shall, from time to time, cause their respective insurers to issue appropriate waiver of subrogation rights endorsements to all property insurance policies carried in connection with the Tower or the Site or the contents of either.

19. INJURY TO THIRD PERSONS

From and after execution of this Lease, Landlord shall not be responsible to third parties including, but not limited to, employees and contractors employed by Tenant, for any and all claims, actions, damages, liabilities and expenses, including costs and reasonable attorneys' fees, by reason of death or injuries to persons or damage to property arising either directly or indirectly out of: (i) the use, occupancy, or enjoyment of the premises by Tenant, its agents, employees, or contractors, or any maintenance, repair, work, activity, or other things allowed or permitted by Tenant to be done or left undone in or about the premises, the building, or the Site; (ii) the actions or omissions of Tenant, Tenant's agents, servants, contractors, or employees, or of any other person entering onto the premises, the building, or the Site under express or implied invitation of Tenant; (iii) any breach or default in the performance of any obligation of Tenant under this Lease; (iv) the interference of the equipment; or (v) any negligent or willful act or failure to act of Tenant, its agents, employees, or contractors. Tenant's obligations under this Section shall survive expiration or earlier termination of this Lease.

If the premises or the equipment are destroyed or damaged by any cause to such an extent or degree that Tenant suffers shut down of service or loss of revenue or property, Landlord shall not be responsible in any way for loss of such revenue or property unless the loss is caused by Landlord's negligence. If Tenant cannot or chooses not to restore service within 90 days, either party may, at its option and without liability, terminate this Lease upon notice to the other party.

20. COMPLIANCE WITH LAWS

Tenant Compliance. Tenant shall comply with all federal, state and local statutes, ordinances, laws, rules and regulations of any public authority affecting the premises and the equipment and the use thereon including, but not limited to, the U. S. Department of Labor, Occupational Safety and Health Administration, the Federal Communications Commission ("FCC") and the Federal Aviation Administration (collectively, the "Laws"). Tenant shall promptly correct, at Tenant's sole expense (including without limitation payment of any fines or penalties), and noncompliance with the Laws. Tenant shall, at its own cost, obtain all federal, state and local permits and licenses necessary to operate under this Lease. If, as a result of Tenant's operations or use of said premises hereunder, any Laws are violated, Tenant shall immediately take action necessary to correct the situation as to bring itself into compliance with all applicable laws and regulations. As an FCC Licensee, Tenant is required by Part 17 of the applicable FCC rules to ensure that Tower structures upon which its radio antennas are located satisfy certain lighting and marking specifications. As operator of the subject Tower, Landlord hereby assumes responsibility for ensuring that the Tower is operated in compliance with all lighting and marking requirements.

21. ENVIRONMENTAL MATTERS

Tenant's Obligations

Tenant will not cause or permit the storage, treatment or disposal of any hazardous waste in, on, or about the premises or any part of the Site by Tenant, its agents, employees or contractors. Tenant will not permit the premises to be used or operated in a manner that may cause the Site or any part of the Site to be contaminated by any hazardous materials in violation of any environmental laws.

22. MUTUAL OBLIGATIONS

Each party will promptly notify the other party of (i) any and all enforcement cleanup, remedial, removal, or other governmental or enforcement cleanup or other governmental or regulatory actions instituted, completed or threatened pursuant to any environmental laws relating to any hazardous materials affecting any part of the Site, and (ii) all claims made or

threatened by any third party against Tenant, Landlord or any part of the Site relating to damage, contribution, cost recovery, compensation, loss or injury resulting from any hazardous materials on or about the Site or any part of the Site.

23. ENVIRONMENTAL ASSESSMENTS

Landlord may, from time to time during the term, conduct such environmental assessments or tasks as Landlord deems necessary, provided that Landlord will give Tenant reasonable prior notice of its entry on the premises for such purposes and will cooperate in minimizing any disruption of Tenant's use of the premises as a result of such activity. Landlord will make available to Tenant copies of any reports or assessments so obtained by Landlord.

24. DEFINITIONS

"Hazardous Materials" means asbestos, explosives, radioactive materials, hazardous waste, hazardous substances, or hazardous materials including, without limitation, substances defined as "hazardous substances" in the Comprehensive Environmental Response Compensation Liability Act of 1980, as amended, 42 U. S. C. Sections 9601-9657 ("CERCLA"); the Hazardous Material Transportation Act of 1975, 49 U.S.C. Sections 1801-1812; the Resource Conservation Recovery Acts of 1976, 42 U.S.C. Sections 6901-6987; the Occupational Safety And Health Act of 1970, 29 U.S.C. Sections 651 et seq., or any other federal, state or local statute, law, ordinance, code, rule, regulation, order or decree regulating, relating to, or imposing liability or standards of conduct concerning hazardous materials, wastes or substances now or at any time hereinafter in effect (collectively, "Environmental Laws").

"Hazardous Waste" means hazardous waste as defined under the Resource Conservation Recovery Act of 1976, 42 U.S.C. Sections 6901-6987.

25. END OF TERM

Upon the expiration or other termination of this Lease, Tenant shall remove all property that has not become a part of the realty, Tenant shall quit and surrender to Landlord the premises in good order and condition, and Tenant shall surrender any and all building, equipment, and structures installed on land as a permanent fixture. And shall surrender any and all installations made to the tower facility to be removed by the Landlords Engineers, to include all of equipment mounted on the tower, due to the necessity of possible interference to other Tenants that may or may not include United States Department of Defense, or Designated Federal Agencies that may be utilizing the tower facility at that time for secure and non-secure communications of data and voice. Parties agree that building installed by Tenant may be removed by the Tenant at its own expense.

26. HOLDOVER

Tenant will have no right to remain in possession of all or any part of the premises after the expiration of the term. If Tenant remains in possession of all or any party of the premises after the expiration of the term, with the express or implied consent of Landlord: (a) such tenancy will be deemed to be a periodic tenancy from month-to-month only; (b) such tenancy will not constitute a renewal or extension of this Lease for any further term; and (c) such tenancy may be terminated by Landlord upon the earlier of 30 days' prior written notice or the earliest dated permitted by law. In such event, monthly rent will be increased to an amount equal to 150% of the monthly rent payable during the last month of the term, and any other sums due under this Lease will be payable in the amount and at the times specified in this Lease. Such month-to-month tenancy will be subject to every other term, condition, and covenant contained in this Lease, except that any renewal, expansion or purchase options or rights of first refusal contained in this Lease shall be null and void during such month-to-month tenancy.

27. DEFAULT

1. Events of Default. The following events are referred to, collectively, as "Events of Default" or, individually, as an "Event of Default":

2. Tenant defaults in the due and punctual payment of rent, and such default continues for five (5) days after written notice from Landlord; however, if after such written notice any rent is not paid when due, an Event of Default will be considered to have occurred without further notice. In the event that Tenant does not pay to Landlord the rental within five days of the

date it is due, Tenant shall owe the Landlord an additional rental the sum of \$200 per day until the entire rental owed is paid.

3. Tenant vacates or abandons the premises.

4. This Lease or the premises or any part of the Premises are taken upon execution or by other process of law directed against Tenant, or are taken upon or subject to any attachment by any creditor of Tenant or claimant against Tenant, and said attachment is not discharged or disposed of within 15 days after its levy.

5. Tenant purports to assign this Lease, or sublet all or a portion of the premises, in violation of the terms hereof; or

6. Tenant shall fail to correct and eliminate interference cause by its equipment; or

7. Tenant shall fail to perform any of the other agreements, terms, covenants or conditions hereon on Tenant's part to be performed, and such nonperformance shall continue for a period of 30 days after written notice thereof from Landlord to Tenant, or if such performance cannot be reasonably accomplished within such 30-day period, Tenant shall not have commenced in good faith such performance within such 30-day period or shall not have diligently proceeded therewith to completion.

28. LANDLORD'S REMEDIES

1. If any one or more Events of Default set forth above occurs then Landlord has the right, at its election:

a. To terminate this Lease, in which case Tenant's right to possession of the premises will cease and this Lease will be terminated as if the expiration of the term fixed in such notice were the end of the term, and all obligations of Landlord and Tenant shall cease except as to Tenant's liability as herein provided, and Tenant shall surrender the premises and remove all of its equipment. If this Lease is terminated, Landlord will be entitled to recover from tenant: (1) the unpaid rent that had been earned at the time of termination; (2) the unpaid rent that had been earned at the date of the judgment awarding damages to Landlord (the "Date of Judgment") including late fees as provided in Paragraph 28.2 herein; and (3) the unpaid rent for the balance of the term of this Lease after the Date of Judgment. The amount referred to in clauses (1) and (2) is computed by allowing interest at the highest rate permitted by law, but shall not be less than eighteen per cent (18%).

b. To cure any event of default and to charge Tenant for the cost of effecting such cure, including without limitation reasonable attorneys' fees and interest provided that Landlord will have no obligation to cure such Event of Default of Tenant.

29. REMEDIES CUMULATIVE

Landlord's rights hereunder shall be in addition to, and not in lieu of, every other right or remedy provided for herein or now or hereafter existing at law or in equity by statute or otherwise including, but not limited to, injunctive relief, specific performance and damages. The exercise or beginning of exercise by Landlord of any one or more rights or remedies, provided herein or now or hereafter existing at law or in equity by statute or otherwise, shall not preclude the simultaneous or later exercise by Landlord of any or all other rights or remedies provided for in this Lease or not or hereafter existing at law or in equity or by statute or otherwise. All such rights and remedies shall be considered cumulative and nonexclusive.

30. GENERAL

Casualty. If the premises or a portion of the Tower on the Site necessary for Tenant's occupancy is damaged during the term of this Lease by any casualty which is insurable under standard fire and extended coverage insurance policies, Landlord may, in its sole discretion, repair or rebuild the premises to substantially the condition in which the premises were immediately prior to such destruction. Landlord shall provide written notice to Tenant, within 30 days from the date of such casualty, detailing whether or not Landlord will rebuild or repair the leased premise. If Landlord repairs or rebuilds the premises, rent will be abated proportionately during any period in which there is substantial interference with the operation of Tenant's business.

31. CONDEMNATION

In the event of a condemnation or other taking by any government agency of the premises or a portion of the Site or the Tower necessary for the operation of Tenant's equipment on the Tower, this Lease will terminate on the date the condemning authority takes possession of the premises. The award for the premises shall be paid to Landlord, except that Tenant will have the right to assert a separate claim against the condemning authority in a separate action, so long as Landlord's award is not otherwise reduced, for (i) moving expenses, (ii) business interruption, and (iii) leasehold improvements paid for by Tenant.

32. EFFECT OF SALE

A sale, conveyance or assignment of Landlord's interest in the Site will operate to release Landlord from liability from and after the effective date of such sale, conveyance or assignment upon all of the covenants, terms and conditions of this Lease, express or implied, except those liabilities which arise prior to such effective date, and, after the effective date of such sale, conveyance or assignment, Tenant will look solely to Landlord's successor-in-interest in and to this Lease. This Lease will not be affected by any such sale, conveyance or assignment, and Tenant will look solely to Landlord's successor-in-interest to this Lease, so long as such successor-in-interest assumes Landlord's obligations under the Lease from and after such effective date. Any such transfer or transfers of title or conveyances shall not disturb Tenant's rights under this Lease so long as Tenant is not in default under this Lease. Tenant shall have right of first refusal prior to any such sale. Right of first refusal must be exercised by Tenant within thirty (30) days' notice to Tenant of Landlord's receipt of offer to purchase by written unconditional offer by Tenant to purchase premises on identical terms and must be closed within sixty (60) days of receipt of notice of offer to purchase from Landlord.

33. SUBORDINATION

This Lease and Tenant's rights under this Lease are subject and subordinate to any ground or underlying lease, mortgage, indenture, deed of trust or other lien encumbrance (each a "Superior Lien"), together with any renewals, extensions, modifications, consolidations and replacements of any such Superior Lien, now or after the Commencement Date affecting or placed, charged or enforced against the Site, or any portion thereof or any interest of Landlord in them or Landlord's interest in this Lease and the leasehold estate created by this Lease (except to the extent any such instrument will expressly provide that this Lease is superior to such instrument). This provision will be self-operative and no further instrument of subordination will be required in order to effect it. Notwithstanding the foregoing, Tenant will execute, acknowledge and deliver to Landlord, within 20 days after written demand by Landlord, such documents as may be reasonably requested by Landlord or the holder of any Superior Lien to confirm or effect any such subordination.

34. INSPECTION

Landlord reserves the right to enter, at any time, the premises to inspect the same.

35. ASSIGNMENT

Tenant shall not assign this Lease nor sublet any part or all of the premises without the approval of Landlord, which may not be unreasonably withheld. This Lease shall otherwise inure to the benefit of and be binding upon the successors and assigns of the parties.

36. LIMITATION OF RECOURSE

Tenant specifically agrees to look solely to Landlord's interest in the Site for the recovery of any judgments from Landlord. It is agreed that Landlord (and its shareholders, ventures, and partners, and their shareholders, ventures and partners, and all of their officers, directors and employees) will not be personally liable for any such judgments. The provisions contained in the preceding sentences are not intended to, and will not, limit any right that Tenant might otherwise have to obtain injunctive relief against Landlord.

37. QUIET ENJOYMENT

Landlord covenants and agrees with Tenant that so long as Tenant pays rent and observes and performs all the terms, covenants, and conditions of this Lease, Tenant may peaceably and quietly enjoy the premises, and Tenant's possession will not be disturbed by anyone claiming by, through, or under Landlord.

38. LATE PAYMENT PENALTY AND ATTORNEY'S FEES

a) If any payment required by this Lease is not made within five days after payment is due, Tenant shall pay as additional rental a late charge of \$200 per day until the date on which it is paid in full.

b) If either Party shall find it necessary to employ an attorney to enforce its rights under this Lease, the non-defaulting Party shall be entitled to recover its reasonable attorney's fees, litigation costs and expenses which that non-defaulting Party incurred in the enforcement of its rights.

39. TIME OF THE ESSENCE

Time is of the essence of each and every provision of this Lease.

40. NO WAIVER

The waiver by either party of any agreement, condition, or provision contained in this Lease will not be deemed to be a waiver of any subsequent breach of the same or any other agreement, condition, or provision contained in this Lease.

41. NOTICES

All notices and other communications required or permitted under this Agreement shall be in writing and shall be given: (a) by United States first class mail, postage prepaid, registered or certified, return receipt requested, (b) by hand delivery (including by means of a professional messenger service), or (c) by a nationally recognized overnight delivery service that routinely issues receipts. Any such notice or other communication shall be addressed to the party for whom it is intended at its address set forth in Section 1, and shall be deemed to be effective when actually received or refused. Either party may be similar notice given change the address to which future notices or other communications shall be sent.

42. LANDLORD'S NAME

Tenant is prohibited from using Landlord's name, logo, mark or any other identifying symbol as a business reference, in advertising or sales promotion, or in any publicity matter without Landlord's prior written consent.

43. AUTHORITY

Tenant and the party executing this Lease on behalf of Tenant represent to Landlord that such party is authorized to do so by requisite action of the board of directors, or partners, as the case may be, and agree, upon request, to deliver to Landlord a resolution or similar document to that effect.

44. COUNTERPARTS

This Lease may be executed in counterparts, and when each of the parties hereto has executed and delivered one or more counterparts this Lease shall be binding and effective, even though no single counterpart has been executed by both parties.

45. ENTIRE AGREEMENT

This Lease embodies the entire agreement between the parties hereto relative to the subject matter hereof. No amendment, alteration, modification of, or addition to the Lease will be valid or binding unless expressed in writing and signed by Landlord and Tenant.

46. SEVERABILITY

If any provision of this Lease proves to be illegal, invalid or unenforceable, the remainder of this Lease will not be affected by such finding, and in lieu of such provision of this Lease that is illegal, invalid or unenforceable, a provision will be added as a part of this Lease as similar in terms to such illegal, invalid or unenforceable provision as may be possible and be legal, valid and enforceable.

47. CAPTIONS

The captions of the various Articles and Sections of this Lease are for convenience only and do not necessarily define, limit, describe or construe the contents of such Articles or Sections.

48. GOVERNING LAW

This Lease will be governed by the internal laws of the state in which the Site is located, without reference to its conflict of laws provisions.

49. RECORDATION

Tenant shall not record this Lease or a memorandum thereof in the public records without the prior written consent of Landlord.

Executed as of the day and year first above written.

LANDLORD: (L.S.)

TENANT: (L.S.)

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Motion to approve Tower Lease Agreement with Communication Towers, LLC, for the 800 MHz Communications Tower Site on Wild Plum Road as corrected with the new date of July 1, 2008 as the commencement date was made by Commissioner Phillips, seconded by Commissioner Freeman, and carried 4-0.

- 13. Consider Tower Lease Agreement with A T & T for the 800 MHz Communications System Tower Site on Highway 155.

Hopefully the County can relocate this site to the new water tower scheduled to be erected by the Spalding County Water & Sewerage Facilities Authority in northern Spalding.

AT&T Site ID: ATL SMO/10022753
State: Georgia
County: Spalding

SUBLEASE AGREEMENT

THIS SUBLEASE AGREEMENT (hereinafter referred to as "Sublease") by and between New Cingular Wireless PCS LLC, a Delaware limited liability company with offices at 5405 Windward Parkway, Alpharetta, GA 30004 (hereinafter referred to as "Sublessor") and Spalding County, a Political Subdivision of the State of Georgia with offices at 119 East Solomon Street, Griffin, Georgia 30223 (hereinafter referred to as "Sublessee").

At its sole discretion, Sublessor may execute this Sublease following the acceptance of a Site Lease Application and Application Fee from Sublessee. Prior to or in conjunction with this Sublease, Sublessee shall submit the following to sublessor:

- A. Site Lease Application (the "Application"); and
- B. Application Fee of \$2,500 (the "Fee").

After receipt of the Application and Fee from Sublessee, and after an initial review of the application for completeness and space and area availability, Sublessor shall provide to Sublessee a copy of the underlying lease for the Premises, a copy of any structural drawings and site plans (if available) and other relevant information (collectively, the "Sublessor Documents").

Upon receipt of the Sublessor Documents, Sublessee shall develop preliminary site plans (the "Preliminary Plans") showing the location of Sublessee's facilities and accessory equipment and showing the associated structural loading.

An application may not be approved, at the sole discretion of Sublessor, for any reason whatsoever including but not limited to structural limitations caused by the loading created by the addition of the Sublessee's antennas and associated cabling if Sublessee's additional loading prohibits Sublessor from placing a full array of 12 standard panel antennas and 24 coax plus 2 microwave dishes of 6' each (at a height acceptable to Sublessor) on the Tower as hereinafter defined.

Upon finding that Sublessee's Application and proposed facilities are acceptable, Sublessor will sublease the Subleased Premises, as defined below, subject to the terms and conditions of this Sublease as follows:

1. Premises. Subject to the following terms and conditions, Sublessor subleases to Sublessee certain space and area upon and adjacent to Sublessor Tower, as hereinafter defined, as more particularly described in Exhibit 1 attached hereto ("Subleased Premises"). Sublessee's use and maintenance of the Subleased Premises shall be limited only to that portion thereof described and depicted in Exhibit 1, provided, however, Sublessee shall have the right of pedestrian and vehicular ingress and egress, together with the installation of utilities serving the Subleased Premises and improvements thereon, over and across the real property more particularly described in Exhibit 2 attached hereto.

2. Primary Lease Agreement. The parties acknowledge and agree that Sublessor is leasing the property identified in Exhibit 2 (the "Property") for the purpose of constructing, operating and maintaining a telecommunication tower, antenna facilities and other attendant facilities ("Tower") pursuant to a Lease Agreement ("Primary Lease") by and between Sublessor and Jerry W. Davis and Durward L. Smith, dated November 2, 1994 attached hereto as Exhibit 3. Sublessor's right and ability to sublease the Subleased Premises to Sublessee is expressly limited by and subject to the terms of the Primary Lease and each and every term and condition of this Sublease shall be governed by and subordinate to the terms and conditions of the Primary Lease, each of which is incorporated herein by reference. In the event of any conflict between the terms and conditions of this Sublease and the Primary Lease, the terms of the Primary Lease shall control and govern Sublessee's rights hereunder. In the event the Primary Lease is terminated for any reason, this Sublease shall terminate at the same time, and Sublessee shall have no cause of action or claim against Sublessor and Sublessee's rights hereunder shall terminate and be forever waived.

3. Term.

The initial term ("Initial Term") of this Sublease shall be for a period of approximately five (5) months and shall commence 120 days after full execution of this Sublease, or upon commencement of construction at the Subleased Premises, whichever occurs first ("Commencement Date"), and shall expire at midnight on the 31st of December, 2008. Said Sublease shall be automatically renewed for an additional one year (1) to expire on December 31, 2009 unless Sublessee gives Sublessor written notice of its intention not to renew the Sublease no later than three (3) months prior to the expiration of the initial term or the then current renewal term, as the case may be; provided, however, such right of renewal is contingent upon Lessee not being in default of Sublease. If Sublessee exercises its right to renew this Sublease, the monthly rental for each year of the renewal shall reflect an increase of four percent (4%) over the monthly rent in effect during the preceding Sublease year, effective each anniversary of the commencement date. Sublessee shall memorialize the Commencement Date of this Sublease in writing, sent via certified mail, to Sublessor at the addresses set forth in this Sublease.

Sublessee agrees that if Sublessee remains in possession of the Subleased Premises after the expiration of this Sublease, Sublessee shall be deemed to be occupying the Subleased Premises as a Sublessee-at-sufferance on a month-to-month basis, subject to all the covenants and obligations of this Sublease.

4. Rent. Sublessee shall pay to SUBLESSOR as rent, an amount equal to Five Thousand Eight Hundred Seventy Dollars (\$5,870.00) per month, plus its pro-rata or equitable share of any applicable taxes (including but not limited to; any current or future sales tax, sublease tax, lease and/or leasehold tax, Sublessee tax, Sublessee tax, tower tax, real estate tax, property tax, personal property tax, excise tax, etc.) ("Rent"). Rent shall be for Tower and ground space. Rent shall be payable on the first day of each calendar month in advance at Sublessor's address specified in Section 14 below. If the term commences other than on the first day of the month, the Rent shall be prorated for the first month for the number of days from the Commencement Date to the end of the month. If this Sublease is terminated on a day other than on the last day of a month, then Rent shall be prorated as of the date of termination and in the event of termination for any reason other than a default by Sublessee, all prepaid Rent shall be refunded to Sublessee.

5. Permitted Use. The Subleased Premises may be used by Sublessee to install, maintain and operate wireless antenna equipment on Sublessor's Tower; provided, however, Sublessee must coordinate the frequency of its wireless antenna equipment with SUBLESSOR to the satisfaction of SUBLESSOR as determined in its sole discretion ("Permitted Use"). Sublessee's antenna equipment (hereinafter referred to as "Communications Equipment" or "Communications Center"), is attached as Exhibit 4.

All Communications Equipment shall be anchored and installed on SUBLESSOR'S Tower in accordance with good and accepted engineering practices, and by Sublessee or a contractor approved by Sublessor. Sublessee must notify SUBLESSOR of its intent to install the Communications Equipment prior to installation and, subject to the approvals of Sublessor as contemplated hereunder, Sublessee shall also notify SUBLESSOR upon its completion of the installation of its Communications Equipment, and provide SUBLESSOR with required "As Built" plans and related documents depicting the installation within sixty (60) days of completion of construction.

6. Access. SUBLESSOR agrees that during the term of this Sublease, Sublessee shall have the right of reasonable ingress and egress on a 24 hour basis to the Subleased Premises (subject to the Primary Lease) for the purpose of installing, maintaining, repairing and removing its Communications Equipment. Sublessee acknowledges and agrees, however, that such access shall be permitted only to authorized engineers or employees of Sublessee or persons under the direct supervision of Sublessee for the limited purposes set forth herein. Sublessee shall use its best efforts to provide Sublessor with 24 hours advance written notice for Sublessee's routine access to its Communications Equipment and in the event of emergency, Sublessee shall give Sublessor notice as soon as reasonably possible.

7. Interference. Sublessee shall not use the Subleased Premises in any way that interferes with Sublessor's business operations or with its use of the Property or any equipment located thereon or by Sublessees or sublicenses of SUBLESSOR holding rights to the Property on the date of this Sublease. In the event of such interference, Sublessee will cause such interference to cease upon not more than twenty-four (24) hour notice from Sublessor. If Sublessee is unable to eliminate such interference within seventy-two (72) hours, Sublessee agrees to remove its Communication Equipment from the Property and this Agreement shall terminate. Sublessee hereby acknowledges that any interference with Sublessor's business operations shall cause Sublessor to suffer irreparable injury and entitle Sublessor, in addition to exercising any other rights or remedies available hereunder or under applicable law, to seek the immediate enjoinder of such interference.

8. Improvements; Utilities; Removal.

a. All work by Sublessee shall be performed in compliance with all applicable laws and ordinances. Sublessee is not authorized to contract for or on behalf of Sublessor for work on, or the furnishing of materials to, the Subleased Premises or any other part of the Property, and Sublessee shall discharge of record by payment, bond or otherwise, within ten (10) days subsequent to the date of its receipt of notice thereof from Sublessor, any mechanic's, laborer's or similar lien filed against the Subleased Premises or the Property for work or materials claimed to have been furnished at the instance of Sublessee. The Communications Equipment shall remain the exclusive property of Sublessee, and Sublessee shall have the right to remove all or any portion of the Communication Facilities at any time during the term of the Sublease and following any termination of this Sublease; provided Sublessee is not in default of this Sublease. Any property which is not removed by Sublessee within ninety (90) days after the expiration or earlier termination of this Sublease upon the expiration of said ninety (90) day period, shall at the option of Sublessor (i) be removed and discarded or stored by Sublessor at Sublessee's expense, or (ii) become the property of Sublessor, and Sublessee shall thereafter have no rights, obligations or liabilities whatsoever with respect thereto.

b. Sublessee, at its sole cost and expense, shall erect, maintain and operate on the Premises, separate utility services from the servicing utility company or companies. Sublessee shall individually and directly pay for the utility services it consumes in its operation.

9. Termination. Except as otherwise provided herein, this Sublease may be terminated as follows:

- a. by Sublessee if Sublessor does not approve Sublessee's Application;
- b. By Sublessor, if Sublessee fails to make any monetary payment due under this Sublease within ten (10) days after Sublessee's receipt of written notice of default from Sublessor;
- c. by either party if the other party defaults (other than a default described in Section 9. a. above) and fails to cure such default within thirty (30) days after written notice of such default is received; provided, however, that if such default is capable of being cured, but not within such 30-day period, this Sublease may not be terminated so long as the defaulting party

commences appropriate curative action within such 30-day period and thereafter diligently prosecutes such cure to completion as promptly as possible;

d. by Sublessee upon sixty (60) days prior notice if it is unable to obtain, maintain or otherwise forfeits or cancels any license, permit or governmental approval necessary for the construction or operation of the Communications Equipment; or

e. by Sublessee upon sixty (60) days prior written notice if Sublessee determines, in its reasonable discretion exercised in good faith, that based on (i) technology, (ii) interference with use of the Subleased Premises resulting from the acts of any third party, an act of God or from other natural forces, or (iii) changes in system design or system usage patterns, Sublessee's use of the Communications Equipment (as the same may have been modified from time to time) is no longer consistent with the optimal operation of Sublessee's communication system.

f. by Sublessor upon prior written notice to Sublessee if the Primary Lease is terminated by Sublessor or its landlord for any reason by either party or Sublessor does not elect, in its sole discretion, to renew any term of the Primary Lease.

10. Casualty and Condemnation.

a. If at any time during the term of this Sublease all or "substantially all" (meaning the remaining portion thereof shall not be of sufficient size or condition to permit the continuation of Sublessee's Permitted Use in a commercially reasonable manner) of the Communications Equipment upon the Subleased Premises shall be damaged and/or destroyed by fire or other casualty, then Sublessee may terminate this Sublease by providing written notice to SUBLESSOR, which termination shall be effective as of the date of such damage and/or destruction, and whereupon Sublessee shall be entitled to collect all insurance proceeds payable on account thereof and to the reimbursement of any prepaid Rent, to be apportioned as of the termination date.

b. If at any time during the term of this Sublease all or "substantially all" (as described in the preceding subsection 10.a. of the Subleased Premises or the buildings and improvements located thereon shall be taken in the exercise of the power of eminent domain by any governmental or other authority, or by deed in lieu of condemnation, then Sublessee may terminate this Sublease by providing written notice to Sublessor, which termination shall be effective as of the date of the vesting of title in such taking, and any prepaid Rent shall be apportioned as of said date and reimbursed to Sublessee. Sublessor and Sublessee shall each be entitled to pursue their own separate awards with respect to such taking. In the event of any taking of less than all or substantially all of the Subleased Premises, this Sublease shall continue and each of Sublessor and Sublessee shall be entitled to pursue their own separate awards with respect to such taking.

11. Taxes. Sublessee shall pay its pro-rata or equitable share of any applicable taxes (including but not limited to, any current or future sales tax, sublease tax, lease and/or leasehold tax, Sublessee tax, Sublessee tax, tower tax, real estate tax, property tax, personal property tax, excise tax, etc.) which is attributable to Sublessee's use of the Subleased Premises, and Sublessor agrees to furnish proof of such increase to Sublessee.

12. Insurance and Subrogation.

a. Sublessee will provide Commercial General Liability Insurance in an aggregate amount of \$2,500,000 and name Sublessor as an additional insured on the policy or policies. Sublessee may satisfy this requirement by obtaining appropriate endorsement to any master policy of liability insurance maintained by Sublessee and providing Sublessor within ten (10) days of the Commencement Date with a certificate of insurance naming Sublessor as an additional insured.

b. Workmen's Compensation coverage in the statutory amount.

13. Intentionally Omitted.

14. Notices. All notices, requests, demands and other communications hereunder shall be in writing and shall be deemed given if mailed, certified mail, return receipt requested, or sent by overnight carrier to the following addresses:

If to Sublessee to: Spalding County, a Political Subdivision of the State of Georgia
c/o Office of the County Manager

P.O. Box 1087
Griffin, Georgia 30224

With a copy to: Beck, Owen & Murray
Attn: James R. Fortune, Jr.
100 South Hill Street, Suite 600
Griffin, Georgia 30223

If to Sublessor to: Emergency contact: NOC 800-832-6662
(For Certified Mail)
New Cingular Wireless PCS, LLC
Attn: National Real Estate Administration
PO Box 1630
Alpharetta, GA 30009

(For Overnight Mail)
New Cingular Wireless PCS, LLC
Attn: National Real Estate Administration
12555 Cingular Way
Alpharetta, GA 30004

Additional Copy To:
AT&T Mobility LLC
5565 Glenridge Connector, Suite 1700
Atlanta, Georgia 30342
Attn: Legal Department

15. Environmental Laws. As used herein, the term "Environmental Laws" shall mean any and all local, state or federal statutes, regulations or ordinances pertaining to the environment or natural resources. As used herein, the term "Hazardous Substance" shall mean any toxic or hazardous waste or substance (including, without limitation, asbestos and petroleum products) that is regulated by Environmental Laws.

Sublessor and Sublessee agree that each will be responsible for compliance with any and all environmental and industrial hygiene laws, including any regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene condition or other matters as may now or at any time hereafter be in effect, that are now or were related to that party's activity conducted in or on the Property.

16. Assignment and Subleasing. Sublessee may not assign or sublet this Lease Agreement without the prior written consent of Sublessor which approval shall not be unreasonably withheld. Sublessor may assign this Sublease Agreement without notice to or consent from Sublessee, in its sole discretion.

17. Relocation of Communications Equipment. Sublessor reserves the right, upon ninety (90) days prior written notice, to relocate Sublessee's Communications Equipment either within the Subleased Premises or the Property, as Sublessor determines, and on the Tower. In the event relocation is required, Sublessee shall bear the expense of such relocation. If, however, Sublessee determines that the proposed relocation area upon the Tower is no longer consistent with the optimal operation of Sublessee's communication system, then Sublessee shall have the right to terminate this Sublease immediately. Upon termination of this Sublease, Sublessee shall have ninety (90) days to remove its Communications Equipment from the Tower and Subleased Premises, and return the Subleased Premises to its original condition, reasonable wear and tear from the elements excepted.

18. Working Drawings: Sublessee shall proceed with Sublessee's work in accordance with the following schedule:

a. Sublessee shall submit to SUBLESSOR working drawings ("Working Drawings") prepared by Sublessee; and

b. SUBLESSOR shall, within thirty (30) days of receipt, either approve such Working Drawings or designate by notice in writing to Sublessee the specific changes required to be made to the Working Drawings or request additional information, which Sublessee shall

provide, and Sublessee shall resubmit the modified Working Drawings to Sublessor within thirty (30) days.

19. Force Majeure. SUBLESSOR shall not be liable to Sublessee for any loss or damage to the Subleased Premises, Sublessee's use or its equipment due to fire, other casualty, act of God, the state of repair of the Subleased Premises, the bursting or leakage of any water, gas, sewer or steam pipes, or theft or any other act or neglect of any third party unless such loss or damage was caused by the sole negligent act or omission of Sublessor, its agents, servants, employees, contractors, licensees or invitees.

20. Miscellaneous:

a. The prevailing party in any litigation arising hereunder shall be entitled to its reasonable attorneys' fees and court costs. With respect to this Section 20, 13 and 15, such fees shall be deemed to include reasonable fees incurred through any applicable appeal process and shall include fees attributable to legal services provided by any in-house counsel and staff to the prevailing party. For purposes hereof, the services of in-house attorneys and their staff shall be valued at rates for independent counsel prevailing in the metropolitan area in which such counsel and staff practice.

b. This Sublease constitutes the entire agreement and understanding of the parties and supersedes all offers, negotiations and other agreements. There are no representations or understandings of any kind not set forth herein. Any amendment to this Sublease must be in writing and executed by both parties.

c. Either party hereto that is represented in this transaction by a broker, agent or commission salesperson (a "Representative") shall be fully and exclusively responsible for the payment of any fee, commission or other compensation owing to such Representative, and shall indemnify and hold the other party harmless from and against any claim to a fee, commission or other compensation asserted by such Representative, including reasonable attorneys' fees and costs incurred in defending such claim.

d. Each party agrees to not record this Sublease.

e. This Sublease shall be construed in accordance with the laws of the county and state in which the Subleased Premises is located.

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

g. Whenever under the Sublease the consent or approval of either party is required or a determination must be made by either party, no such consent or approval shall be unreasonably withheld or delayed, and all such determinations shall be made on a reasonable basis and in a reasonable manner.

h. Sublessor covenants that Sublessee shall, upon paying the Rent and observing the other covenants and conditions herein upon its part to be observed, peaceably and quietly hold and enjoy the Subleased Premises during the term of this Sublease or as it may be extended subject to the Primary Lease.

i. Upon receipt of Sublessor' written request and within fifteen (15) days after said request, Sublessee shall execute, acknowledge and deliver to Sublessor, a certificate stating that: This Sublease is in full force and effect and has not been modified, supplemented or amended in any way, except as specified in such certificate; there are no existing defenses or offsets, except as specified in such certificate; Sublessee has not paid any Rent in advance, except as specified in such certificate; Sublessee is not in default in the payment of Rent or any of the other obligations required of Sublessee under this Sublease; and Sublessee has paid Rent, Additional Rent, and any other payments due Sublessor as of the date set forth in the certificate.

j. Nothing herein contain shall be deemed or construed by the parties hereto, nor by any other party as creating the relationship of principal and agent or of partnership or of joint venture between the parties hereto. Neither the method of computation of Rent, nor any other provision contained herein, nor any acts of the parties hereto, shall be deemed to create any relationship between the parties hereto other than that set forth hereto.

k. SUBLESSOR will cooperate with and permit Sublessee, at Sublessee 's sole cost and expense, to implement reasonable measures in order for Sublessee to fulfill its RF exposure obligations at the transmitting site, including restricting public access and posting signs and markings. If Sublessor does not fulfill its obligations pursuant this paragraph, in addition to all other remedies it may have, Sublessee may terminate this Sublease upon written notice to Sublessor without further obligation to pay rent under this Sublease.

l. Waiver of a breach of any provision hereof under any circumstances will not constitute a wavier of any subsequent breach of such provision, or a breach of any other provision of this Sublease.

IN WITNESS WHEREOF, the parties have entered into this Sublease as of the dates set forth below.

Signed, sealed and delivered
LLC
in the presence of
Unofficial Witness
Notary Public

NEW CINGULAR WIRELESS PCS,
By: AT&T Mobility Corporation
By: Name: Neil Boyer

SPALDING COUNTY, A POLITICAL
SUBDIVISION OF THE STATE OF GEORGIA
By: Spalding County Board of Commissioners Chairman
Notary Public

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EXHIBIT 1
Subleased Premises
See attached two (2) pages

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EXHIBIT 2
Property

All that tract or parcel of land lying and being in land lot 112 of the 2nd District, Spalding County, Georgia and being more particularly described as follows:

To find The Point of Beginning, commence at the corner common to land lots 81 and 112 of the 2nd District and land lots 250 and 251 of the 3rd District; thence running along the line common to land lots 81 and 112 of the 2nd District South 89 degrees 09 minutes 27 seconds East a distance of 694.52 feet to a point; thence leaving said land lot line and running North 00 degrees 50 minutes 33 seconds East a distance of 200.00 feet to an iron pin set and The Point of Beginning; Thence running North 00 degrees 50 minutes 33 seconds East a distance of 80.00 feet to an iron pin set; Thence running South 89 degrees 09 minutes 27 seconds East a distance of 80.00 feet to an iron pin set; Thence running South 00 degrees 50 minutes 33 seconds West a distance of 60.00 feet to an iron pin set; Thence running North 89 degrees 09 minutes 27 seconds West a distance of 80.00 feet to an iron pin set and The Point of Beginning;

Said tract contains 0.1102 acres (4800 square feet) as shown on a plat of survey prepared for BellSouth Mobility, Inc by Charles D. McCann, Georgia Registered Land Surveyor #2245 dated 1-28-1995.

and utility
Together with a 20 foot wide ingress-egress/Leasement being more particularly described by the following centerline data:

Beginning at a point on the westerly right-of-way of State Route 155 (also known as North McDonough Road and having an 80 foot right-of-way) located 1929.31 feet as measured northerly along said right-of-way from its intersection with the line common to land lots 81 and 112; Thence leaving said right-of-way and running South 89 degrees 00 minutes 05 seconds West a distance of 800.00 feet to a point; Thence running North 89 degrees 55 minutes 27 seconds West a distance of 577.69 feet to a point; Thence running South 00 degrees 10 minutes 27 seconds East a distance of 385.00 feet to a point; Thence running South 37 degrees 18 minutes 07 seconds West a distance of 863.67 feet to a point; Thence running North 89 degrees 09 minutes 27 seconds West a distance of 170.00 feet to a point.

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EXHIBIT 3
Prime Lease
See attached nine (9) pages

EXHIBIT 4
Communications Equipment

Number of Antennas: Two (2)

Antenna Manufacturer and Type-Number: (1) Andrew DB812KE-XT; (1) Andrew DB810K-XT

Weight and Dimension of Antenna(s) (L x W x D): 71 lbs./292"; 36 lbs./174"

MW Dish diameter and approved RAD Center: Two (2) 6' / 170' and 150'

Number of Transmission Lines: Four (4)

Diameter and Length of Transmission Line: (1) 7/8"; (1) 1 5/8"; (2) elliptical coax

Location of Antenna(s) on Tower (Approved RAD Center): 205' and 185'

Direction of Radiation (Azimuth): 60°

Dimensions of SUBLESSEE Ground Space: 12' x 16'-6"; 4' x 8'; 4' x 10'

Frequencies/Max. Power Output: TX: 851-869 MHz, 6.7 GHz
RX: 806-824 MHz; 6.7 GHz
100 watts

Other Equipment to be placed on Tower: One (1) TMA

Dimensions of Additional Ground Equipment: N/A

Dimensions of Other Equipment to be placed on Tower: TMA 21.25' x 9" x 13.25"

--
Motion to approve the Tower Lease Agreement with A T & T for the 800 MHz Communications System Tower Site on Highway 155 by Commissioner Freeman, seconded by Commissioner Phillips, carried by a vote of 4-0.

14. Chairman Goss and Commissioner Phillips desire to consider for approval the Contract with Steve Macke, d/b/a Advent, Ltd., for rebanding efforts regarding the 800 MHz Communications System.

Commissioner Phillips stated the contract was very straightforward. The County has not engaged Mr. Macke even though he has already done some things on behalf of the County in this area. The County won't actually owe Mr. Macke anything, but they must be able to report to Sprint/NexTel that Mr. Macke is engaged to represent them as an advocate. Much discussion followed regarding Mr. Macke's original agreement, structured through GTRI.

Agreement

This Consulting Agreement (the "Agreement") is entered into this May 5, 2008 by and between Stephen Macke dba Advent Ltd an individual, and Spalding County.

WHEREAS, the Spalding County is in need of assistance in the mandated rebanding of the 800 MHz communications network; for technical assistance.

WHEREAS, Consultant has agreed to perform consulting work for the Spalding County in providing technical support and consulting services and other related activities as directed by the Spalding County.

NOW, THEREFORE, the parties hereby agree as follows:

1. Consultant's Services. Consultant shall be available and shall provide to the Spalding County professional consulting services in the area of technical support during various aspects of the rebanding activities as requested.

2. Consideration.

A. RATE. In consideration for the Consulting Services to be performed by Consultant under this Agreement, the Spalding County will not be responsible for payment as per the FCC agreement pursuant with Sprint Nextel submittal to the Transition Authority. However, will notify Sprint Nextel when services were performed resulting in Sprint Nextel paying Consultant at the rate of \$118 per hour for time spent on the rebanding mandate. Consultant shall submit written, of the time spent performing Consulting Services, the number of hours spent and a brief description of the services rendered. The Spalding County shall advise Sprint Nextel of the completion of work performed as requested by consultant.

3. Independent Contractor. Nothing herein shall be construed to create an employer-employee relationship between the Spalding County and Consultant. Consultant is an independent contractor and not an employee of the Spalding County or any of its subsidiaries or affiliates.

4. Confidentiality. In the course of performing Consulting Services, the parties recognize that Consultant may come in contact with or become familiar with information that Spalding County or its subsidiaries or affiliates may consider confidential. This information may include, but is not limited to, information pertaining to the Spalding County 800 MHz communications systems. Consultant agrees to keep such information confidential and shall not share this information or publish this information except as necessary to perform his duties under this contract.

5. Term. This Agreement shall commence on May 5, 2008 and shall terminate on the earlier of the completion of rebanding of the 800 MHz system radio or December 31, 2008, whichever shall occur the earlier. In the event that the rebanding has not been completed by December 31, 2008, and further assuming that neither party has given thirty (30) days notice of their intent to terminate this Agreement, then this Agreement shall be renewed for an additional year to expire on December 31, 2009, or upon completion of the rebanding of the radio system, whichever shall occur the earlier. Either party hereto may terminate this Agreement upon thirty (30) days written notice to the other.

6. Notice. Any notice or communication permitted or required by this Agreement shall be deemed effective when personally delivered or deposited, postage prepaid, in the first class mail of the United States properly addressed to the appropriate party at the address set forth below:

7. Miscellaneous.

7.1 Entire Agreement and Amendments. This Agreement constitutes the entire agreement of the parties with regard to the subject matter hereof, and replaces and supersedes all other agreements or understandings, whether written or oral. No amendment or extension of the Agreement shall be binding unless in writing and signed by both parties.

7.2 Binding Effect, Assignment. This Agreement shall be binding upon and shall inure to the benefit of Consultant and the Spalding County . Nothing in this Agreement shall be construed to permit the assignment by Consultant of any of its rights or obligations hereunder, and such assignment is expressly prohibited without the prior written consent of the Company.

7.3 Governing Law, Severability. The laws of the State of Georgia shall govern this Agreement. The invalidity or unenforceability of any provision of the Agreement shall not affect the validity or enforceability of any other provision.

WHEREFORE, the parties have executed this Agreement as of the date first written above.

Spalding County
119 East Solomon
Griffin, Ga. 30224

Stephen Macke dba Advent Ltd
4608 Amber Dr
McDonough, Ga 30252

Motion to approve Contract with Steve Macke, d/b/a Advent, Ltd., for rebanding efforts regarding the 800 MHz Communications System by Commissioner Phillips, seconded by Commissioner Freeman, carried by a vote of 4-0.

Mr. Van Haute wanted support for his assertion to Mr. Macke that he adhere to the terms of his contract through GTRI to provide timely and detailed reports which have not been forthcoming recently. Commissioner Phillips volunteered to find out more information during the coming week regarding this matter.

15. Set a date(s) to meet with Zoning Attorney and representatives from Atlanta Housing Enforcement to discuss Minimum Housing/Property Standards Code.

Commissioners agreed to propose July 21 and July 28, both Mondays, at 9:00 a.m. to Zoning Attorney Newton Galloway.

XII. REPORT OF COUNTY MANAGER

- At the last Staff Meeting at Wyomia Tyus Olympic Park, it was noted there was an overpopulation of bass in the lake there. Louis Greene has proposed to allow ten employees whose names are drawn out of a lottery to fish for 100 lbs. of bass from the bank only, after regular business hours, utilizing no county equipment. Commissioners concurred.
- Mr. Wilson advised he would be sending Kenny Smith with the City of Griffin, as well as John Quinn of Spalding Regional Medical Center and Jinna Garrison, an estimated breakdown detailing estimated costs for 800 MHz maintenance. The total cost per month for maintenance and operations is about \$19,000 and does not include the employee being considered for administering the system. This also does not include subscriber costs and maintenance on the individual units; this is for maintenance of the system itself and the monopole at 911 Center. This constitutes maintenance, leases and utilities; and the expenses will begin in July 2008. The City pays 45%, derived from a formula based on number of units.
- The week of July 21 has been set for moving Victim Services Unit and Parks and Recreation to Memorial Drive Plaza.
- An email from Chuck Taylor was distributed inviting all to Serenby, which is the closest thing to what is anticipated for Minerva's Village Node, on Friday, June 20, departing at 9 a.m. and returning around 3 p.m. should anyone desire to attend.
- Chairman Goss has received a request from UGA for additional SPLOST monies on the Student Learning Center construction.
- The Land Bank Meeting with the City has been scheduled for August 21.
- The County will apply for a SAFER Grant to staff the new L.B. Norton Fire Station with four fire personnel on each outgoing engine. They must submit the grant application by end of the year in order to be considered for a graduated 100%, 80%, 60%, 40% and 20% percent levels for each of the five years.
- Mr. Wilson noted he had received requests from several departments who are interested in possibly going to four 10-hour workday weeks. The Tax Commissioner and other offices are looking at these requests for energy savings. Economies result from shutting down buildings and offices with utilities, phones, etc. Parks and Rec is already cutting back their mowing schedules.
- Mr. Wilson reminded of the July 4th Parade and inquired as to participants: Commissioners Flowers-Taylor, Freeman, Phillips, Goss and probably McDaniel, will participate but Commissioners Freeman and Phillips noted they do not need golf carts.
- Three bids for reroofing the old Correctional Institute, now Public Works, have come in from \$49,000 to \$61,000 and the budgeted amount was \$55,000. This will put a metal roof on this building in a six-week project and hopefully eliminate the roof problems forever. Commissioners concurred and Mr. Wilson will proceed.

XIII. REPORT OF COMMISSIONERS

Freeman:

He commended the Board for their diligent work at arriving at an equitable SPLOST list of projects.

Flowers-Taylor:

She asked previously about going to the Crimes in the Black Community Conference for the second year but finds she might have a personal conflict; if so, she will repay the \$150 registration already expended.

Phillips:

Major Beam came through his heart surgery well and is expected to make a full recovery; he wished him well. He has been contacted by Runaway Lakes about their desire to become an animal restraint district. He will meet with them and forward their request.

Goss:

With regard to the Land Bank Authority meeting being promoted by the City of Griffin, he personally is not interested but encouraged others, if they want to go, to let William know of their desire to attend on August 21. Commissioner Flowers-Taylor will try to attend, but no other interest was shown. The City, which is in the County, does have a substandard housing problem, and Commissioner Flowers-Taylor recounted that at ACCG training she attended recently, personnel from the Georgia Initiative for Community Housing (GICH) talked about this concept; she would like to go and obtain more information. As a part of the County, we still need to share concern over what happens in the City although we do not exercise much control in that area. Commissioner Freeman has reservations about the Land Bank Authority and would not commit to attend.

XIV. ADJOURNMENT

Motion to adjourn at 7:35 p.m. by Commissioner Freeman, seconded by Commissioner Phillips, carried by a vote of 4-0.

Chairman

County Clerk

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