



Date: December 13, 2022  
To: DEKALB COUNTY GA  
Regarding: DEKALB COUNTY GA  
BUN: 871851 / 576860 / Stone Mtn. / Order/Application # 639096

Dear Sir or Madam:

Please find enclosed for your review and execution by an authorized signatory of DEKALB COUNTY GA, the collocation agreement or amendment for the above-referenced wireless communication facility with respect to the above-referenced Order/Application Number (the "Enclosed Agreement"). Any other documentation (if any) enclosed within the DocuSign Envelope ("Other Documentation") is being provided for convenience and/or administrative purposes only and is not part of the Enclosed Agreement, unless and to the extent that such Other Documentation is specifically incorporated into the Enclosed Agreement by its terms. If you have any questions regarding the details of the Enclosed Agreement, please contact Jacqueline Cano at 602-845-1734.

Crown Castle now accepts digital signature. Please follow the prompts within the Enclosed Agreement for providing your digital signature and approval. Unless otherwise indicated, any Other Documentation (if applicable) will have no digital signature functionality within the DocuSign envelope. We will execute documents that require notarizations with digital signatures or ink signatures as required for notary purposes.

If you choose not to execute electronically, you may instead print out two (2) complete copies of the Enclosed Agreement, sign both in ink and mail them to Crown Castle at the address below. Please include the name, e-mail address, telephone number, and physical street address of the individual to whom one (1) complete fully-executed version of the Enclosed Agreement should be returned. (Note: FedEx and UPS cannot deliver to a Post Office Box.)

Crown Castle Address for mailing signed hard copies:

Crown Castle  
Attn: Contract Development Document Execution  
2000 Corporate Drive  
Canonsburg, PA 15317

Questions may be directed to [ContractServices@CrownCastle.com](mailto:ContractServices@CrownCastle.com) or by phone at 1-833-809-8011.

Thank you,

Contract Specialist  
Crown Castle

Customer Site Name Customer Site Name: N/A  
Customer Site ID: N/A

Crown Site Name: Stone Mtn.  
Crown Business Unit: 871851  
License Number: 576860  
Amendment Number: 833900

## SECOND AMENDMENT TO ROOFTOP LICENSE AGREEMENT (for equipment located on the rooftop of a building)

This Second Amendment to Rooftop License Agreement (this "Amendment") is made this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between Pinnacle Towers LLC, a Delaware limited liability company (Pinnacle Towers Inc., a Delaware corporation, was converted pursuant to Delaware law to Pinnacle Towers LLC, effective April 7, 2004) ("Licensor") and DeKalb County, Georgia, a political subdivision of the State of Georgia ("Licensee").

### RECITALS:

**WHEREAS**, Licensor (and/or certain of its affiliates and/or predecessors-in-interest) and Licensee (and/or certain of its affiliates and/or predecessors-in-interest) entered into a certain Rooftop License Agreement dated May 21, 2018, as may have been previously amended and/or assigned, and as may be subject to any master agreement or any other agreement(s) pertaining thereto (collectively, the "Co-Location Agreement"), whereby Licensee leases or licenses from Licensor certain space at a rooftop telecommunications facility known as Stone Mtn., Licensor BU# 871851 (the "Site"); and

**WHEREAS**, Licensor and Licensee desire to amend the Co-Location Agreement pursuant to the terms and subject to the conditions set forth herein.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree to be legally bound to this Amendment as follows:

1. **Capitalized Terms.** Unless clear from the context in which they are used, all capitalized terms used herein shall have the same meanings ascribed to them in the Co-Location Agreement.
2. **Term Extension.** Notwithstanding anything to the contrary in the Co-Location Agreement, pursuant to OCGA Section 36-60-13, the term of the Co-Location Agreement shall expire on each December 31<sup>st</sup> following the full execution of this Amendment without further action necessary by the parties (each such expiration, the "Term End") unless terminated earlier in accordance with the provisions of the Co-Location Agreement. The term shall automatically renew on each January 1<sup>st</sup> following the last Term End. The Co-Location Agreement shall terminate absolutely on December 31, 2027 and shall not automatically renew (the "Final Term End") unless the term of the Co-Location Agreement is extended as set forth below.
3. **Term Renewals.** Notwithstanding anything to the contrary in the Co-Location Agreement, beginning on the day immediately following the Final Term End, the Term shall automatically extend for five (5) renewal periods of one (1) year each unless either party provides written notice to the other of its election not to renew the Term, at least one hundred eighty (180) days prior to the end of the then-current Term.
4. **Recurring Fee Amount.** The parties hereby agree that, notwithstanding anything to the contrary in the Co-Location Agreement, effective as of January 1, 2023, the monthly recurring lease or license fee due under the Co-Location Agreement shall be, or shall be deemed to have been, Four Thousand Four Hundred Sixty-Two and 70/100 Dollars (\$4,462.70). Said fee shall be payable in accordance with the Co-Location Agreement.

TT: E 859112  
Prepared by: R. Benson  
Prepared on: 11/30/2022  
Revised on:  
RLA Amendment

App Rev #: 0  
LRF Rev #: 1  
MLA #: 278410

Customer Site Name Customer Site Name: N/A  
Customer Site ID: N/A

Crown Site Name: Stone Mtn.  
Crown Business Unit: 871851  
License Number: 576860  
Amendment Number: 833900

5. **Temporary Waiver of Annual Escalation.** Notwithstanding anything to the contrary in the Co-Location Agreement, the parties agree that Licensor shall be deemed to have waived any annual escalations scheduled to occur between January 2, 2022 and December 31, 2023.

6. **Modifications to Equipment.** Notwithstanding anything to the contrary in the Co-Location Agreement, Licensee shall apply to make modifications to its equipment by submitting an application form to Licensor (as such form may be amended by Licensor from time to time). A structural analysis, AM detuning study or an intermodulation study may be required by Licensor in connection with a proposed modification, and Licensee will be liable for the cost thereof. Any approved modification shall be evidenced by an amendment to the Co-Location Agreement, and the approved application, together with a level drawing and site plan (as required by Licensor), describing all of Licensee's permitted equipment and the locations thereof, shall be exhibits to said amendment.

7. **Full Force and Effect; Inconsistent Terms.** Except as expressly set forth in this Amendment, the Co-Location Agreement is otherwise unmodified, shall remain in full force and effect and is incorporated and restated herein as if fully set forth at length. In the event of any inconsistencies between the Co-Location Agreement and this Amendment, the terms of this Amendment shall control. Each reference in the Co-Location Agreement to itself shall be deemed to also refer to this Amendment.

[Remainder of Page Intentionally Left Blank]

TT: E 859112  
Prepared by: R. Benson  
Prepared on: 11/30/2022  
Revised on:  
RLA Amendment

App Rev #: 0  
LRF Rev #: 1  
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Customer Site Name Customer Site Name: N/A  
Customer Site ID: N/A

Crown Site Name: Stone Mtn.  
Crown Business Unit: 871851  
License Number: 576860  
Amendment Number: 833900

**IN WITNESS WHEREOF**, the parties have set forth their hand and seal as of the date indicated above.

**BY LICENSOR:**

Pinnacle Towers LLC,  
a Delaware limited liability company

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Execution Date: \_\_\_\_\_

**BY LICENSEE:**

**DEKALB COUNTY, GEORGIA**  
a political subdivision of the State of Georgia

\_\_\_\_\_  
**BY Dir. (SEAL)**  
MICHAEL L. THURMOND  
Chief Executive Officer  
DeKalb County, Georgia

**Date:** \_\_\_\_\_

**ATTEST:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name (Typed or Printed)

\_\_\_\_\_  
Title

**APPROVED AS TO SUBSTANCE:**

\_\_\_\_\_  
DeKalb County Department  
Director

**APPROVED AS TO FORM:**

\_\_\_\_\_  
County Attorney Signature

\_\_\_\_\_  
County Attorney Name  
(Typed or Printed)

TT: E 859112  
Prepared by: R. Benson  
Prepared on: 11/30/2022  
Revised on:  
RLA Amendment

App Rev #: 0  
LRF Rev #: 1  
MLA #: 278410

**Certificate Of Completion**

Envelope Id: AD37B69805D048879B43E2B817FD628D

Status: Sent

Subject: BU-871851\_PLIC-576860\_App-639096\_South\_Stone Mtn.\_DEKALB COUNTY GA

ApplicationId: 639096

License: 576860

Area: STA

BusinessUnit: 871851

District: GA

Source Envelope:

Document Pages: 4

Signatures: 0

Envelope Originator:

Certificate Pages: 5

Initials: 0

Robert Benson at Crown Castle

AutoNav: Enabled

2000 Corporate Drive

Envelopeld Stamping: Enabled

Canonsburg, PA 15317

Time Zone: (UTC-05:00) Eastern Time (US &amp; Canada)

robert.benson@crowncastle.com

IP Address: 4.78.16.2

**Record Tracking**

Status: Original

Holder: Robert Benson at Crown Castle

Location: DocuSign

12/13/2022 11:03:02 AM

robert.benson@crowncastle.com

**Signer Events****Signature****Timestamp**

Martha Cole

**Completed**

Sent: 12/13/2022 1:20:44 PM

Martha.Cole@crowncastle.com

Viewed: 12/14/2022 10:59:48 AM

Security Level:

Signed: 12/14/2022 11:00:01 AM

.Email

Using IP Address: 50.230.174.172

ID: aa85df4f-6ce8-48ba-b979-b3ada1310952

12/14/2022 10:59:41 AM

**Electronic Record and Signature Disclosure:**

Accepted: 12/14/2022 10:59:48 AM

ID: 07044275-963c-4711-a3bb-8274441421ba

Security Level: Email, Account Authentication  
(None)**Electronic Record and Signature Disclosure:**

Not Offered via DocuSign

Security Level: Email, Account Authentication  
(None)**Electronic Record and Signature Disclosure:**

Not Offered via DocuSign

Security Level: Email, Account Authentication  
(None)**Electronic Record and Signature Disclosure:**

Not Offered via DocuSign

Security Level: Email, Account Authentication  
(None)**Electronic Record and Signature Disclosure:**

Not Offered via DocuSign

Signer Events	Signature	Timestamp
Security Level: Email, Account Authentication (None)		
<b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign		
Execution Specialist executionspecialist.embedded@crowncastle.com		
Security Level: Email, Account Authentication (None)		
<b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign		
System Sync system.sync@crowncastle.com		
Security Level: Email, Account Authentication (None)		
<b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign		
Crown Manager, Contract Development		
Signing Group: Crown Manager, Contract Development		
Security Level: Email, Account Authentication (None)		
<b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign		

In Person Signer Events	Signature	Timestamp
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Editor Delivery Events	Status	Timestamp
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Agent Delivery Events	Status	Timestamp
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Travis Cherry tccherry@dekalbcountyga.gov		Sent: 12/14/2022 11:01:08 AM Viewed: 12/14/2022 11:17:42 AM
Security Level: Email, Account Authentication (None)		
<b>Electronic Record and Signature Disclosure:</b> Accepted: 12/14/2022 11:17:42 AM ID: 9c7ea18c-b9e3-4b7e-9e8b-b1ddcb533a26		

Intermediary Delivery Events	Status	Timestamp
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Certified Delivery Events	Status	Timestamp
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Carbon Copy Events	Status	Timestamp
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Jacqueline Cano Jacqueline.Cano@crowncastle.com	COPIED	Sent: 12/14/2022 11:01:05 AM Viewed: 12/14/2022 11:52:07 AM
Security Level: Email, Account Authentication (None)		
<b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign		
Vertical Licensing VerticalDocuSign@crowncastle.com	COPIED	Sent: 12/14/2022 11:01:06 AM
Security Level: Email, Account Authentication (None)		
<b>Electronic Record and Signature Disclosure:</b>		

Carbon Copy Events	Status	Timestamp
Not Offered via DocuSign		
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	12/13/2022 11:11:05 AM
Envelope Updated	Security Checked	12/13/2022 11:11:36 AM
Envelope Updated	Security Checked	12/13/2022 11:11:40 AM
Envelope Updated	Security Checked	12/13/2022 1:20:36 PM
Envelope Updated	Security Checked	12/13/2022 1:20:39 PM
Envelope Updated	Security Checked	12/13/2022 1:20:45 PM
Envelope Updated	Security Checked	12/14/2022 11:01:09 AM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

## **ELECTRONIC RECORD AND SIGNATURE DISCLOSURE**

In order to provide more efficient and faster service, Crown Castle ("we", "us" or "company") is pleased to announce the use of DocuSign, Inc. ("DocuSign") electronic signing system. The terms for providing such documents for execution and various other documents and records to you electronically through DocuSign are set forth below. Please read the information below carefully and if you can satisfactorily access this information electronically and agree to these terms, please confirm your agreement by clicking the "I agree" button at the bottom of this document.

### **Getting paper copies**

At any time, you may request from us a paper copy of any document for execution or other document or record provided or made available electronically to you by us. You will be able to download and print documents we send to you through the DocuSign system during and immediately after each signing session and, if you elect to create a DocuSign signer account, you may access them for a limited period of time thereafter. To request paper copies of documents previously provided by us to you electronically, send an e-mail to [esignature@CrownCastle.com](mailto:esignature@CrownCastle.com), requesting the subject paper copies and stating your e-mail address, name, US Postal address and telephone number.

### **Withdrawing your consent to receive and/or execute documents electronically**

If you elect to receive documents for execution and various other documents and records from us electronically, you may at any time change your mind and tell us that thereafter you want to receive such documents only in paper format. To withdraw your consent to electronic delivery and execution of documents, use the DocuSign 'Withdraw Consent' form on the signing page of a DocuSign envelope, instead of signing it. Thereafter, you will no longer be able to use the DocuSign system to electronically receive and execute documents or other records from us. You may also send an e-mail to [esignature@CrownCastle.com](mailto:esignature@CrownCastle.com) stating that you are withdrawing your consent to electronic delivery and execution of documents through the DocuSign system and stating your e-mail address, name, US Postal Address, and telephone number.

### **Consequences of withdrawing consent to receive and/or execute documents electronically**

If you elect to receive documents for execution and various other documents and other records only in paper format, it will slow the speed at which we can complete the subject transactions because of the increased delivery time.

### **Documents for execution, and other documents and records may be sent to you electronically**

Unless you tell us otherwise in accordance with the procedures described herein, we may provide documents for execution, and other documents and records electronically to you through the DocuSign system during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any document for execution or other document or record, we prefer to provide all documents for execution, and other documents and records by the same method and to the same address that you have given us. If you do not agree with this process, please let us know as described below.

### **How to contact Crown Castle**

You may contact us to let us know of any changes related to contacting you electronically, to request paper copies of documents for execution and other documents and records from us, and to withdraw your prior consent to receive documents for execution and other documents and records electronically as follows:

To contact us by phone call: 724-416-2000

To contact us by email, send messages to: [esignature@CrownCastle.com](mailto:esignature@CrownCastle.com)

To contact us by paper mail, send correspondence to

Crown Castle  
2000 Corporate Drive  
Canonsburg, PA 15317

### **To advise Crown Castle and DocuSign of your new e-mail address**

To let us know of a change to the e-mail address where we should send documents for execution and other documents and records to you, you must send an email message to [esignature@CrownCastle.com](mailto:esignature@CrownCastle.com) and state your previous e-mail address and your new e-mail address.

In addition, you must notify DocuSign, Inc. to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in the DocuSign system.

### **Required hardware and software**

Browsers:	Internet Explorer® 11 (Windows only); Windows Edge Current Version; Mozilla Firefox Current Version; Safari™ (Mac OS only) 6.2 or above; Google Chrome Current Version; <b>Note</b> : Pre-release (e.g., beta) versions of operating systems and browsers are not supported.
Mobile Signing:	Apple iOS 7.0 or above; Android 4.0 or above
PDF Reader:	Acrobat® Reader or similar software may be required to view and print PDF files
Screen Resolution:	1024 x 768

Enabled Security Settings:	Allow per session cookies
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These minimum requirements are subject to change. If these requirements change, you will be asked to re-accept the disclosure. Pre-release (e.g. beta) versions of operating systems and browsers are not supported.

**Acknowledging your access and consent to receive documents electronically**

Please confirm that you were able to access this disclosure electronically (which is similar to the manner in which we will deliver documents for execution and other documents and records) and that you were able to print this disclosure on paper or electronically save it for your future reference and access or that you were able to e-mail this disclosure to an address where you will be able to print it on paper or save it for your future reference and access. Further, if you consent to receiving documents for execution and other documents and records in electronic format on the terms described above, please let us know by clicking the “I agree” button below.

By checking the 'I agree' box, I confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- As a recipient, you can read, electronically sign and act upon this message, and you agree not to forward it or any other DocuSign e-mail communications. In the event another party needs to be added to the DocuSign communication, you must make a request to the e-mail originator.