Deed Book 13296 Pg 3281
Filed and Recorded Sep-29-2008 09:16am
2000-0129778

AFTER RECORDATION, RETURN TO:

Troutman Sanders LLP 600 Peachtree Street, N.E., Suite 5200 Atlanta, Georgia 30308 Attn: Wendelin W. Silliman, Esq. CROSS REFERENCE:

Deed Book 13254, page 2548, Fulton County, Georgia records

## FIRST AMENDMENT TO GROUND LEASE AGREEMENT AND SHORT FORM OF GROUND LEASE AGREEMENT

THIS FIRST AMENDMENT TO GROUND LEASE AGREEMENT AND SHORT FORM OF GROUND LEASE AGREEMENT (the "Amendment") is made and entered into as of the 14 day of 5ept , 2000, by and between CITY OF SMYRNA, GEORGIA, a municipality of the State of Georgia (the "LESSOR"), and VERIZON WIRELESS (VAW) LLC, as successor by name change to Vodafone AirTouch Licenses LLC, a Delaware limited liability company d/b/a Verizon Wireless (the "LESSEE").

## WITNESSETH

WHEREAS, LESSOR and LESSEE entered into (a) that certain Ground Lease Agreement dated March 16, 2000 (the "Lease"), and (b) that certain Short Form of Ground Lease Agreement dated March 16, 2000, recorded in Deed Book 13254, page 2548, Cobb County, Georgia records (the "Short Form Lease") upon such terms and conditions therein more particularly set forth, for property located in Cobb County, Georgia and more particularly described therein, and, in connection therewith, LESSOR granted to LESSEE and LESSEE obtained from LESSOR certain easements for access, ingress and egress and utilities; and

WHEREAS, LESSOR and LESSEE desire to modify and amend the Lease and Short Form Lease in the manner and for the purposes hereinafter set forth.

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

Form Approved
TSLLP
Lybra \$123100

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- 1. <u>Exhibit "A3"</u> to the Lease and the Short Form Lease is hereby deleted in its entirety.
- 2. LESSOR, on the terms and conditions set forth in the Lease, hereby grants and conveys to LESSEE a non-exclusive easement for the Term of the Lease for the installation, construction and maintenance of utility wires, cables, conduits, and pipes over, upon, across and along a ten (10) wide easement over LESSOR'S Property extending from the Leased Premises to a public right-of-way, such easement being more particularly described on Exhibit "A" attached hereto and by reference made a part hereof.
- 3. Except as modified by this Amendment, the Lease and Short Form Lease remain unmodified and of full force and effect.
- 4. This Amendment shall be construed and interpreted under and pursuant to the laws of the State of Georgia.
- 5. This Amendment shall be binding upon and inure to the benefit of LESSOR, LESSEE and their respective legal representatives, transferees, successors and assigns.

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

Signed, sealed and delivered	"LESSOR"	
in the presence of:		
Candis Coines	CITY OF SMYRNA	
Witness	By A. Caro	
$\cup$ ,	Name: A. Max Bacon	
	Title: Mayor	Τ
Notary Public	N.P.	
(Affix Notarial Seal)	SEAL	
My Commission Expires:	And the same of th	
Notary Public, Cobb County, Ge My Commission Expires July 18	<b>orgia</b> 1, 2004	

[ Signatures Continued on Following Page ]