

# **AGENDA**

**Public Services Committee Meeting  
Tuesday, October 6, 2015, 9:15 A.M.  
Boardroom, 2<sup>nd</sup> Floor, City Hall**

*Committee Members: Chairman Scott Styers, Neal Grimes, Jackie Jackson*

**Call to Order: Chairman Scott Styers**

**Approval of Minutes: September 8, 2015**

- 1. Consideration of Outside Sewer Service  
Ryan's Ridge**
- 2. Consideration of Termination of Equipment Agreement  
Cricket**
- 3. Additions/Updates**
- 4. Adjournment**

**A quorum of the council may be in attendance, and may participate in the discussion, but not vote.**

# MINUTES

Public Services Committee Meeting  
Tuesday, September 8, 2015, 9:55 A.M.  
Boardroom, 2<sup>nd</sup> Floor, City Hall

Present: Council Members: Chairman Scott Styers; Ron Bratton; Neal Grimes; Jackie Jackson; Joe Leonard; Pat Shelton; Raleigh York, Jr.; City Manager Kelly Craver; Public Services Director Morgan Huffman; Finance Director Tony Jarrett; City Council Candidate, Jane Wilder Murphy; and Barney W. Hill.

Chairman Styers called the meeting to order. The minutes of June 2, 2015 were approved as presented.

## 1. Consideration of Cell Tower Lease Amendments with Sprint

- **10 Commerce Street**
- **Turner/Unity Street**

Kelly said this is a 5 year extension of the program and allows for another 5 year automatic renewal. Currently between the 2 tower sites for Sprint we are generating \$3914 monthly; this would bring the new rates total for both sites to \$4500 monthly. It includes 2% escalators each year for the site rental. Due to market, we are able to take advantage of this at the time of renewal.

The request was moved to briefing.

## 2. Consideration of Approval of Resolution of Loan Applications

- **North Hamby Creek Outfall Phase II**

Morgan presented the required resolutions which go with the applications to the Division of Water Infrastructure. We want to go forward and state that we are moving on to Phase II of this project; Phase I is complete. We should be able to complete the project in 3 phases according to Morgan. Approximately 7400 linear feet of pipe will be going in the ground.

- **Pilot Water Lines Footage**

Morgan made a correction in the linear feet as given in the resolution; the updated figure is 33,265 linear feet of pipe rather than 29,855.

These resolutions will be going to the state with our application packages to receive funding for these projects, one Drinking Water and one Clean Water.

We are also automatically "reapplied" for funding consideration for the Lawndale Subdivision Water Line Project, on Kennedy Road, for which we were previously denied.

Both resolutions were moved to briefing.

### 3. Consideration of Capital Improvement Plan

Kelly explained that in reference to the loan application process, having a CIP in place is great from the staff level but as part of the loan application process we get points if it is endorsed by the board. This is a very extensive plan, extending out 20+ years. Things change and priorities change but this does show the state that at a staff level we have looked long and hard at what we think the potential needs are for infrastructure.

Morgan added that the state asks for a board adopted CIP. It counts for points toward both Clean Water and Drinking Water loan applications. It is a "living" document and a general framework as a plan for the future. It will help us on our point scores for the applications we are submitting.

The CIP was moved to briefing.

### 4. Additions/Updates

The water plant experienced a compressor failure over the weekend, a new one is ordered and everything is fine.

The clear well roofs are coming along fine, one is complete.

### 5. Adjournment

With no further business to come before committee, the meeting was adjourned.

Sept 11, \_\_\_\_\_ 2015

Drawn By and Hold for:

Paul Rush Mitchell, 17 Randolph Street  
Thomasville NC 27360

NORTH CAROLINA

**COVENANT AND CONTRACT**

DAVIDSON COUNTY

**SEWER SERVICE AND  
ANNEXATION AGREEMENT**

THIS COVENANT AND CONTRACT made and executed this 11<sup>th</sup> day of September 2015, by and between the City of Thomasville, a Municipal Corporation, hereinafter called "CITY" and ISA Properties of NC, INC., hereinafter called "APPLICANT".

WHEREAS, the Applicant is the owner of a tract or parcel of land more particularly described as follows:

(See Attached)

AND WHEREAS the Applicant has requested sewer treatment service for the above parcel of land, and

WHEREAS the City is willing to provide to the Applicant sewer treatment service according to the terms and conditions of this covenant and contract and pursuant to existing and hereafter changed City policies and costs schedules, to service the parcel of land herein described, if Applicant is willing to abide by the terms of this agreement, including impressing these covenants on the real property described above, and willing also to contract and agree to petition City for voluntary annexation of the above described property at any time in the future upon the request of City's governing body;

NOW, THEREFORE, in consideration of the mutual benefits accruing and hereafter to accrue to each of the parties hereto, the sufficiency of such consideration being hereby mutually acknowledged, the parties hereto do therefore contract and agree as follows:

(1) City does hereby agree to provide to the Applicant sewer treatment service at the City's prevailing rates for the outside utility customers for the above- described realty. Applicant agrees to pay on a monthly basis the sewer service charge in accordance with the City's rates, and in the event of nonpayment the City reserves the right to terminate this agreement immediately. Applicant, and applicant's heirs, successors and assigns, shall be subject to all prevailing and future ordinances, rules and regulations of the City of Thomasville with respect to its water and sewer service, including but not limited to Chapter 19 of the Code of Ordinances of

the City of Thomasville.

(2) It is agreed that the Applicant shall be liable for the entire utility charges and that assignees or Applicant's successors in interest shall be bound by the terms and conditions of this Contract, including specifically all future owners of the described real property.

(3) Applicant shall install at Applicant's sole expense all service and connecting lines for the desired sewer services to the above described property, all of which shall be in accordance with the standards required by City. Applicant agrees to give advance notice of the time that said tap on is proposed to be made, and City's agents shall have the right to be present and fully inspect the tap on procedures, and Applicant agrees that the tap on procedures and quality of workmanship shall be done in a manner meeting all City specifications and requirements. City shall have no responsibility for the design, function and or maintenance of Applicant's private wastewater collection system or for any damages to private property due to malfunction of any part of the private system or City's system.

(4) Applicant agrees for himself and for his heirs, successors, and assigns to install a cutoff valve to any water supply system servicing this property to the specifications of the City of Thomasville with the explicit understanding that the purpose of this cutoff valve is to allow the agents of the City to enter onto the premises of the applicant to use this cutoff valve to shut off water service to the premises in the event that the applicant or his heirs, successors and assigns breaches this agreement. The applicant therefore accedes and agrees to the right of the City and its employees to enter onto the premises described above for this purpose, and specifically consents to the right of entry onto the real property as set forth above.

(5) Any change or addition to Applicant's collection system must be approved in advance by the Director of Water and Sewer Utilities. Applicant shall not permit any other person, firm or corporation to tap on to the private line extending from City's tap on site to the site of Applicant's property. To alter, change, or otherwise expand the private system without the approval of the City shall constitute misrepresentation. In the case of misrepresentation, City reserves the right to terminate this contract.

(6) At any time in the future, upon ten (10) days notice from City of its desire to annex the above described realty, Applicant will execute a petition for voluntary annexation of the above described realty upon being presented with said petition by the City. Said annexation, when completed, shall be irreversible without City's consent.

(7) IF APPLICANT SHALL FAIL IN ANY RESPECT TO COMPLY WITH THE TERMS OF THIS AGREEMENT, OR SHALL FAIL TO PAY ANY SUMS TO CITY, OR SHALL FAIL TO PETITION FOR VOLUNTARY ANNEXATION AFTER RECEIPT OF PROPERTY NOTICE FROM CITY, CITY MAY AT ITS OPTION DECLARE THIS AGREEMENT NULL, VOID, AND OF NO EFFECT THEREAFTER, AND DISCONTINUE ALL SEWER SERVICE TO THE LANDS HEREINBEFORE DESCRIBED.

(8) Subject to City's right to terminate as hereinbefore provided for, this agreement shall extend for an indefinite period. Should the Applicant, or the Applicant's heirs, successors or assigns, terminate the Applicant's use of this service, the Applicant shall remove the tap on from City's outfall line in a good and workmanship manner in accordance with the procedures and quality of workmanship meeting all of the specifications and requirements, at Applicant's sole cost.

THIS AGREEMENT shall be binding upon the parties hereto, their heirs, administrators,

executors, successors, and assigns, and is expressly impressed on the real property above-described, to run with said real property in the nature of covenants; and further this Covenant and Contract contains the entire agreement between the parties, and the terms and conditions of this contract can only be amended by the execution of a like document in writing signed by all the parties.

This the 11<sup>th</sup> day of September 2015.

APPLICANT: (All landowners including spouses must sign)

Michael W. Smith (SEAL)

\_\_\_\_\_ (SEAL)

\_\_\_\_\_ (SEAL)

\_\_\_\_\_ (SEAL)

\_\_\_\_\_ (SEAL)

\_\_\_\_\_ (SEAL)

Approved by Council: \_\_\_\_\_

CITY OF THOMASVILLE, N.C.

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

STATE OF NORTH CAROLINA

COUNTY OF \_\_\_\_\_

I, \_\_\_\_\_, a Notary Public of said County and State, do hereby certify that \_\_\_\_\_ personally appeared before me this day and acknowledged that \_\_\_\_\_ is the \_\_\_\_\_ and that he/she being authorized to do so, executed the foregoing on behalf of \_\_\_\_\_.

Witness my hand and notarial Seal/Stamp, this the \_\_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
Notary Public (SEAL)

My Commission Expires: \_\_\_\_\_

STATE OF NORTH CAROLINA

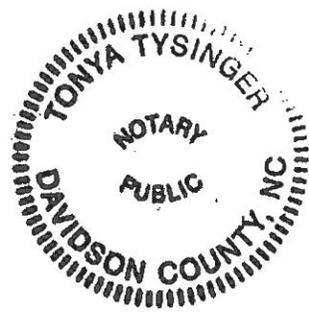
COUNTY OF Davidson

I, Tonya Tysinger, a Notary Public of said County and State, do hereby certify that Michael Tuttle, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and notarial seal/stamp, this the 11<sup>th</sup> day of September, 2015.

Tonya Tysinger  
Notary Public

My Commission Expires: 12.16.17



PRELIMINARY MAP  
NOT FOR CONVEYANCES,  
SALES OR RECORDATION

I, Alan D. Horner PLS L-3799, certify that this map was drawn under my supervision from an actual GPS survey made under my supervision and the following information was used to perform the survey:

Class of survey: Class A  
Positional accuracy: <math>\pm 0.10''</math>  
Type of GPS (or GNSS) field procedure: OPUS-RS  
Date(s) of survey: April 8, 2015  
Datum/Epoch: NAD 83 (2011)/EPOCH: 2010  
Published/fixed control: 9 CORS STATIONS  
Code model: GEOD12A  
Combined grid factor: 0.99988478  
Units: US Survey Feet  
Ground distances shown unless otherwise noted.

NAD 83 (2011) COORDINATES  
N = 783027.9812 E = 1684752.5166  
CC1

NAD 83 (2011) COORDINATES  
N = 762945.1203 E = 1686172.0902  
CC2



NOTE:  
SURVEY BASED ON EXISTING IRONS AND IS SUBJECT TO ANY EASEMENTS, RIGHTS-OF-WAY OR AGREEMENTS OF RECORD PRIOR TO THIS SURVEY.  
EP = EXISTING IRON PIPE FOUND  
ES = EXISTING IRON STAKE FOUND  
E = EXISTING PROPERTY LINE  
C = CENTERLINE  
EDM = EXISTING CONCRETE MONUMENT  
CP = CALCULATED POINT  
AGL = ABOVE GROUND LEVEL  
OHP = OVERHEAD POWER LINES  
NIP = NEW IRON PIPE SET  
NIS = NEW IRON STAKE  
PP = POWER POLE  
TP = TELEPHONE POLE  
PRECISION: 1:20000  
U/G = UNDERGROUND

AREAS CALCULATED BY COORDINATE METHOD  
ALL CORNERS FOUND OR SET ARE 3/4" IRON PIPES FLUSH WITH THE GROUND UNLESS OTHERWISE NOTED

THIS SURVEY IS SUBJECT TO ANY FACTS THAT MAY BE DISCLOSED BY A COMPLETE AND ACCURATE TITLE SEARCH

PUBLIC UTILITIES ARE TO BE PLACED IN THE ROAD RIGHT-OF-WAY AND ARE NOT YET DESIGNED

TOTAL AREA TO BE DIVIDED = 44.0 ACRES ±  
TOTAL NUMBER OF PARCELS CREATED = 71  
LINEAR FEET IN STREETS = 3441'

MINIMUM BUILDING SETBACKS:  
FRONT = 30'  
REAR = 20'  
SIDE = 10'  
SIDE/STREET = 15'  
(OR AS SHOWN ON PLAT)

CURRENT ZONING = RA3

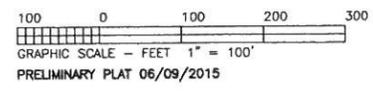
Curve	Radius	Length	Delta	Chord	Chord Bear.
C1	255.00'	81.37'	16°17'02"	81.03'	S 82°42'47" W
C2	255.00'	14.75'	3°18'50"	14.75'	S 71°28'51" W
C3	30.00'	41.30'	78°53'23"	38.11'	N 58°37'25" E
C4	255.00'	47.11'	10°35'03"	47.04'	N 82°37'25" E
C5	255.00'	108.37'	24°20'55"	107.53'	N 54°05'41" E
C6	255.00'	90.00'	20°13'16"	89.83'	N 52°12'48" E
C7	255.00'	7.89'	1°45'34"	7.86'	N 87°21'14" E
C8	255.00'	29.62'	6°39'19"	29.60'	S 82°27'12" E
C9	255.00'	76.92'	17°03'27"	75.54'	S 76°50'18" E
C10	255.00'	17.97'	4°01'17"	17.91'	S 80°10'58" E
C11	255.00'	45.44'	12°42'00"	45.35'	S 70°22'57" E
C12	255.00'	38.28'	10°41'30"	38.20'	S 87°41'42" E
C13	255.00'	87.07'	18°04'13"	86.86'	S 79°53'21" E
C14	255.00'	7.89'	1°45'11"	7.86'	S 77°08'59" E
C15	30.00'	47.12'	90°00'00"	42.43'	N 64°24'57" E
C16	30.00'	18.20'	34°45'44"	17.92'	N 02°02'55" W
C17	30.00'	8.18'	17°18'19"	8.17'	N 21°14'56" E
C18	50.00'	67.49'	72°20'15"	62.48'	N 11°31'01" W
C19	50.00'	47.91'	54°33'53"	46.08'	N 77°36'54" W
C20	50.00'	122.95'	146°24'02"	86.24'	S 02°29'01" E
C21	30.00'	12.90'	24°37'53"	12.80'	S 53°40'53" E
C22	30.00'	11.49'	21°56'10"	11.43'	S 57°23'02" E
C23	255.00'	22.58'	3°08'07"	22.56'	S 21°29'00" E
C24	255.00'	85.00'	19°50'56"	84.61'	S 34°06'01" E
C25	255.00'	41.40'	8°19'19"	41.44'	S 48°14'23" E
C26	255.00'	46.97'	10°29'07"	46.60'	S 28°12'42" E
C27	255.00'	95.33'	19°10'19"	94.83'	S 73°02'32" E
C28	255.00'	78.50'	16°24'51"	78.53'	S 65°50'06" E
C29	30.00'	24.38'	46°34'10"	23.72'	S 68°49'27" E
C30	30.00'	48.88'	55°56'18"	48.84'	S 70°28'19" E
C31	30.00'	44.28'	50°42'42"	44.84'	S 70°10'59" E
C32	50.00'	42.17'	48°19'23"	40.93'	N 08°19'56" E
C33	50.00'	42.16'	48°18'45"	40.92'	N 41°36'07" E
C34	50.00'	60.91'	68°48'07"	57.22'	S 78°17'29" E
C35	30.00'	24.38'	46°34'13"	23.72'	S 67°40'32" E
C36	205.00'	49.50'	13°51'27"	49.45'	N 62°06'46" E
C37	205.00'	79.48'	22°12'46"	78.86'	N 64°04'40" W
C38	205.00'	78.44'	21°21'51"	78.00'	N 42°17'20" W
C39	205.00'	43.62'	12°11'51"	43.54'	N 92°30'41" E
C40	30.00'	47.12'	90°00'00"	42.43'	N 26°36'03" E
C41	255.00'	80.25'	19°52'24"	80.04'	N 70°07'15" E
C42	255.00'	28.07'	5°21'29"	28.06'	N 84°29'43" E
C43	255.00'	78.03'	17°31'01"	77.73'	N 72°47'58" E
C44	205.00'	11.10'	1°11'00"	11.11'	N 68°43'21" E
C45	205.00'	87.18'	24°21'56"	86.52'	N 79°36'02" E
C46	205.00'	74.74'	43°07'19"	74.31'	S 88°09'78" E
C47	205.00'	251.00'	70°18'18"	236.11'	S 48°42'53" E
C48	205.00'	39.53'	11°02'49"	39.48'	S 07°19'23" W
C49	205.00'	188.57'	48°29'55"	185.00'	S 46°45'45" E
C50	205.00'	103.16'	28°49'53"	102.07'	S 82°48'40" E
C51	205.00'	24.38'	46°34'03"	23.72'	N 58°39'22" E
C52	205.00'	2.82'	0°23'30"	2.82'	S 00°00'00" E
C53	50.00'	38.89'	44°13'42"	37.84'	N 58°22'07" W
C54	50.00'	36.06'	41°19'13"	35.28'	S 78°51'31" W
C55	30.71'	38.11'±	38°11'34"	37.23'	S 46°29'53" W
C56	50.00'	38.42'	44°01'31"	37.48'	S 00°56'33" W
C57	50.00'	28.91'	43°40'33"	27.15'	N 42°48'08" E
C58	50.00'	28.91'	43°40'33"	27.15'	N 42°48'08" E
C59	50.00'	24.38'	46°34'03"	23.72'	N 73°53'30" E
C60	30.00'	2.82'	0°23'30"	2.82'	N 00°00'00" E
C61	255.00'	60.58'	13°35'40"	60.44'	S 89°37'44" E
C62	255.00'	69.58'	13°36'03"	69.44'	N 78°44'25" E
C63	255.00'	79.57'	13°37'53"	79.30'	N 60°08'51" E
C64	255.00'	89.51'	13°37'09"	89.30'	N 44°28'28" E
C65	255.00'	69.50'	13°35'58"	69.28'	N 28°51'23" E
C66	255.00'	77.77'	17°17'42"	77.47'	N 11°44'43" E
C67	255.00'	7.90'	1°46'32"	7.90'	N 02°41'14" E
C68	255.00'	48.53'	10°58'10"	48.36'	N 01°36'59" E
C69	30.00'	41.30'	78°53'23"	38.11'	N 58°37'25" E
C70	205.00'	77.28'	21°35'52"	76.82'	N 89°35'22" E
C71	707.00'	117.04'	9°29'01"	116.84'	S 18°44'51" E
C72	707.00'	148.97'	11°49'49"	148.73'	N 36°09'33" W
C73	707.00'	17.64'	1°25'46"	17.64'	N 28°31'49" W
C74	1862.70'	34.33'	3°11'44"	34.31'	S 02°02'23" E
C75	1862.70'	153.89'	0°12'07"	153.63'	S 06°12'15" W
C76	205.00'	55.73'	19°34'36"	55.56'	S 09°58'20" E

Course	Bearing	Distance
L1	S 89°27'28" W	11.71'
L2	S 87°25'27" W	29.93'
L3	S 89°32'35" E	10.50'
L4	N 89°03'39" E	7.40'
L5	N 84°01'51" E	20.00'
L6	S 89°02'32" E	13.85'
L7	S 64°01'57" E	18.48'
L8	S 64°01'57" E	27.78'
L9	N 89°09'10" E	44.05'
L10	N 01°47'58" E	1.54'
L11	N 88°47'28" E	11.71'
L12	N 82°49'24" E	15.04'



PRELIMINARY MAP  
NOT FOR CONVEYANCES,  
SALES OR RECORDATION

PRELIMINARY PLAT FOR  
**RYAN'S RIDGE**  
KENNEDY ROAD  
THOMASVILLE, NORTH CAROLINA  
THOMASVILLE TOWNSHIP  
DAVIDSON COUNTY  
DEED BOOK 2038 PAGE 1309  
TAX ID: 163480000016



Job No. 5930

**HORNER & ASSOCIATES, PA**  
SURVEYING AND LAND PLANNING  
109 SALEM STREET, THOMASVILLE, NC 27386  
PHONE: (336)478-7211 FAX: (336)478-7212

OWNER/DEVELOPER  
ISA PROPERTIES OF NC, LLC  
3980 PREMIER DRIVE  
SUITE 140  
HIGH POINT, NC 27285

Market: Charlotte  
Site Name: Commerce/Thomasville Tank  
Site #: GSO-075-A  
Fixed Asset #:

**TERMINATION AND EQUIPMENT TRANSFER AGREEMENT**

This Termination and Equipment Transfer Agreement (the "Agreement") is made effective this 15<sup>TH</sup> day of September, 2015 (the "Effective Date"), by and between Cricket Communications, LLC., a Delaware corporation, with an address at 7337 Trade Street, Suite 1600, San Diego, CA 92121, Attn: Network Real Estate Administration ("Cricket"), and City of Thomasville, a Municipal Corporation ("Lessor").

**WITNESSETH**

WHEREAS, Cricket and Lessor (or its respective predecessors) are parties to a certain Tower Lease Agreement (the "Lease") dated December 28, 2000, as amended with "First Amendment to Tower Site Agreement" dated July 26<sup>th</sup>, 2005 and Second Amendment dually executed on October 11, 2010, whereby Cricket was entitled to install, maintain, operate and remove communications equipment and appurtenances described in the Lease (the "Equipment") at a tower/structure owned or operated by Lessor and located at 15 Commerce Street Thomasville, North Carolina 27360 (the "Site"); and

WHEREAS, Cricket has notified Lessor that Cricket intends to terminate the Lease; and

WHEREAS, the parties wish to modify Cricket's responsibility for removal the Equipment from the Site under the Lease; and

NOW, THEREFORE, the parties hereto, in consideration of the mutual covenants contained herein and intending to legally be bound hereby, agree as follows:

- 1. Termination of Lease:** Lessor hereby acknowledges and agrees that as of the Effective Date, this Agreement shall serve as notice of Cricket's termination of the Lease. The Lease shall terminate as of December 30<sup>th</sup> 2015 (the "Lease Termination Date"). All rights and obligations of the parties under the Lease shall terminate as of the Lease Termination Date, except for those rights and obligations which expressly survive the termination of the Lease. The Early Termination Fee is accepted by Lessor and is agreed by both Lessor and Cricket to be the full consideration for all remaining rental payment, termination fees or other monies owed to Lessor under the Lease.
- 2. Consideration:** As consideration for Lessor's agreement to the terms and conditions described herein, including but not limited to Lessor's assumption of the obligation to remove any and all Equipment remaining at the Site, Cricket agrees to pay the amount of Fifteen Thousand and 00/100 Dollars (\$15,000) (the "Pay and Walk Fee") within sixty (60) days after the full execution and delivery of this Agreement.
- 3. Transferred Equipment:** All of Cricket's right, title, and interest in and to any Equipment that remains located at the Site (the "Transferred Equipment") shall be deemed to be automatically transferred to Lessor free and clear of all liens and encumbrances, as of December 30<sup>th</sup>, 2015 (the "Transfer Date"). The Transferred Equipment includes the building/shelter and adjoining structural components, and all other equipment remaining on the Site as of the Transfer Date as further described on Exhibit A, attached. Lessor shall be solely responsible for, and shall pay, any and all taxes, including sales/use/property taxes that may be due in connection with the transfer of the Transferred Equipment. Lessor agrees to assume all of the rights and obligations of Cricket, including removal, for the Transferred Equipment.

4. **Hazardous Substances:** Lessor hereby acknowledges that the Transferred Equipment may include electronic equipment, batteries and emergency power engines which contain substances that may be identified as hazardous, toxic and/or dangerous under applicable federal, state and/or local laws and regulations (“Hazardous Substances”). From and after the Transfer Date, Lessor agrees to hold harmless and indemnify Cricket, and to assume all duties, responsibilities and liabilities at the sole cost and expense of Lessor for payment of penalties, sanctions, forfeitures, losses, costs or damages, and for responding to any action, notice, claim, order, summons, citation, directive, litigation, investigation or proceeding, to the extent arising from the Transferred Equipment, including any electronic equipment, batteries, and emergency power engines, and any Hazardous Substances derived therefrom, that arise subsequent to the Transfer Date.
5. **No Warranty:** The parties hereby explicitly acknowledge and agree that the Transferred Equipment is being transferred “as is, where is” with all faults and without warranty. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, ALL WARRANTIES AND REPRESENTATIONS OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED, AS TO THE CONDITION, QUALITY, MERCHANTABILITY AND FITNESS OR SUITABILITY FOR ANY PARTICULAR USE OR PURPOSE ARE HEREBY EXCLUDED AND DISCLAIMED. CRICKET SHALL HAVE ABSOLUTELY NO OBLIGATION TO REPAIR OR REPLACE ANY OF THE TRANSFERRED EQUIPMENT.
6. **Indemnification:** Cricket shall indemnify and hold harmless Lessor against claims of third parties in or to the Transferred Equipment that arose prior to the Transfer Date. Lessor shall indemnify and hold harmless Cricket against claims of third parties relating to the Transferred Equipment that arise subsequent to the Transfer Date.
7. **Waiver and Release:** In consideration of this Agreement, Cricket hereby waives remuneration for the full market value of the Transferred Equipment. As of the Transfer Date, Lessor hereby releases Cricket from all of the remaining responsibilities and obligations of Lessee/Tenant/Licensee under the Lease, including removal of the Transferred Equipment. The parties specifically acknowledge that the Lease contained provisions that were expressly intended to survive the expiration or termination of the Lease. The foregoing notwithstanding, the parties agree that any such responsibility or obligation shall remain in full force and effect and is incorporated by reference into this Agreement. Lessor agrees to release and hold Cricket harmless for any defect in the Transferred Equipment.
8. **Construction:** Each party has had the opportunity for its own counsel to review this Agreement and participate in its drafting. Therefore, the rule construing the document against the drafter shall not apply to this Agreement or against any party.
9. **Amendment:** No amendment, supplement, modification, or waiver or termination of this Agreement and, unless otherwise specified, no consent or approval by any party, shall be binding unless executed in writing by the party to be bound thereby.
10. **Waiver:** No waiver by either party of any provision herein shall be deemed a waiver of any other provision or of any prior or subsequent breach of any provision herein.
11. **Assignment:** Neither this Agreement nor any rights or obligations under this Agreement shall be assignable by either party without the prior written consent of the other parties.
12. **Authorization:** The signatories hereto represent that they are duly authorized to execute this Agreement on behalf of their respective entities.

13. **Binding Effect:** This Agreement shall be binding upon and inure to the benefit of the parties' respective successors and assigns.
14. **Choice of Law:** This Agreement shall be construed in accordance with, and all disputes hereunder shall be governed by, the laws of the State where the Site is located.
15. **Counterparts:** This Agreement may be executed in more than one original, and the parties agree that each original executed shall be treated as the original for all purposes. Facsimile signatures shall be acceptable to both parties and shall be deemed original signatures.
16. **Severability:** If any term, covenant or condition of this Agreement, or the application thereof to any person or circumstance, shall to any extent be invalid or unenforceable, the remainder of this Agreement, or the application of such term, covenant or condition to other persons or circumstances, shall not be affected thereby, and each term, covenant or condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law.
17. **Survival:** All terms, covenants and obligations contained in the Agreement shall remain in full force and effect without any limitation.

**[Signatures Appear on Following Page]**

**IN WITNESS WHEREOF, the parties have signed this Agreement on the date above written.**

**Cricket:**

Cricket Communications, LLC.

A Delaware limited liability company

\_\_\_\_\_  
(Signature)

**VICTORIA FORBES**  
\_\_\_\_\_  
(Name Typed)

**DIRECTOR OF REAL ESTATE**  
\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Date)

**Lessor:**

**City of Thomasville, a Municipal Corporation**

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Name Typed)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Date)

# Exhibit A

## LANDLORD AGREED SITE RESTORATION

Remaining materials will be assigned to the landlord, if applicable.

Site Inventory (Items remaining on site):	YES	NO
BTS	X	
Coax	X	
Platform	X	
Antennas	X	
Antenna Mounts	X	
Doghouse	X	
Duct bank	X	
Conduit	X	
Ice Bridge	X	
Fencing	X	
Cable Tray	X	
Waveguide ladder	X	
PTC/PPC	X	
Ground Ring	X	
Ground Vaults	X	
H-Frame	X	
Microwave	X	
Shelter	X	