

LEASE # _____

GTA AND FULTON COUNTY
RADIO COMMUNICATIONS TOWER
LEASE AGREEMENT

This **LEASE AGREEMENT** ("Lease Agreement"), made and entered into on the date of the last signature hereto, _____, 2025 (such date, the "Effective Date"), by and between the **Georgia Technology Authority** ("GTA"), an entity within the executive branch of the State Government of Georgia ("Lessor") and **Fulton County, Georgia**, a political subdivision of the state of Georgia ("Lessee"), and each party may individually be referred to as a "Party" or together, the "Parties".

WHEREAS, Lessor is the owner of certain land improved with a radio communications tower ("Tower") and equipment building located at 5651 Stonewall Tell Rd, College Park, Fulton County, Georgia, Latitude 33.606624 North, Longitude -84.554563 ("Premises"), and shown on Exhibit A attached hereto and incorporated herein by reference; and

WHEREAS, Lessor and Lessee previously entered into a Radio Communications Tower Lease Agreement, dated as of April 15, 2015 ("Prior Lease Agreement"), pursuant to which Lessor leased the Premises to Lessee for Lessee's placement of radio communications equipment on the Tower, and related uses; and

WHEREAS, the Parties wish to continue Lessor's lease of the Premises to Lessee as contemplated by the Prior Lease Agreement and on substantially the same terms; and

WHEREAS, the Parties desire to enter into this Lease Agreement pursuant to which Lessor shall lease to Lessee the Premises on the terms and conditions stated herein; and

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

1. *Use of Radio Communications Tower*: Lessor does hereby agree to lease the Premises to Lessee for the purposes of placing upon, maintaining, repairing, operating, upgrading, and using the following on the Premises:

Lessee's equipment, which shall include one of each of: Antenna, Transmitter, Receiver, Repeater, Pager, Back-Up Generator, Amplifier, and Transmission Lines (collectively, the "Equipment").

The uses described above may be modified only by the written consent of the Parties.

2. *Term*: This Lease Agreement shall commence on the Effective Date and continue through December 31, 2025 ("Initial Term"). Lessee shall have the right to extend the term pursuant to Paragraph 5, *Renewal Options*, below.

3. Rent: For the rights herein granted by Lessor to Lessee, for and during the Term of this Lease Agreement, Lessee, in lieu of monetary rent, shall perform all the following tasks:

a. Maintain and repair the Premises, including the Tower (and lighting system installed thereon), antennas, AC units, electrical and grounding system, perimeter fence and gates, and generator (including maintaining sufficient fuel and refreshing the same as needed).

b. Maintain the grass, trees, woods, and brush on the Premises within the perimeter of the fence.

c. Provide access to Lessee's 800 MHz RF System to Georgia State law enforcement agencies (Georgia Bureau of Investigations, Georgia Department of Public Safety, Georgia Forestry Commission, and Georgia Department of Natural Resources).

d. Ensure that any additional lessees of the Premises have access to Lessee's uninterruptible power supply and back-up generator system.

e. Accept any necessary transfer of Lessor's Georgia Power account (Account No. 47199-56031) for the above Premises to Lessee and ensure monthly payments are paid in full.

4. Possession of Premises: Should Lessor, for any reason whatever, be unable to deliver possession of the Premises to Lessee on the Effective Date of this Lease Agreement, this Lease Agreement may be immediately canceled, terminated, and declared null and void at the option of Lessee by giving Lessor notice thereof within thirty (30) days of such failure.

5. Renewal Provisions: Subject to the terms and conditions of this Lease Agreement and pursuant to O.C.G.A. § 36-60-13, this Lease Agreement shall automatically renew after the expiration of the Initial Term, without the necessity of any notice or other action from either Lessor or Lessee, for nine (9) consecutive annual terms (with each annual term a "Renewal Term"). All other terms and conditions of this Lease Agreement shall apply during any such Renewal Term. The Initial Term plus any effective Renewal Term shall hereinafter be collectively referred to as "Term." Each Renewal Term shall be contingent upon the availability and appropriation of funds by the Fulton County Board of Commissioners for that annual period. If such funds are not available and appropriated for any Renewal Term, Lessee shall have the right to terminate the Lease Agreement. In no event shall the Term continue beyond December 31, 2034, unless extended by mutual written agreement of Lessor and Lessee.

6. Operation of Equipment: Lessee shall install, operate, and maintain its Equipment located upon the Premises in accordance with all applicable laws and regulations. Lessee agrees to install radio equipment of types and frequencies which would not cause interference to the equipment or transmissions of Lessor, or other lessees currently on the Premises, or to equipment or transmissions of Lessor, other lessees, or other parties, not currently located on the Premises. In the event Lessee's Equipment causes such interference, at its sole cost and expense, Lessee shall take all steps necessary to connect and eliminate such interference. If said interference cannot be eliminated within a reasonable length of time (not to exceed forty-eight (48) hours), Lessee agrees

to then immediately cease using the Equipment which is creating the interference (except for short tests necessary for the elimination of the interference). In the event Lessee cannot eliminate such interference after using its best efforts to do so, this Lease Agreement shall then immediately terminate without further obligation by either party if Lessee fails to cease using or operating the Equipment causing such interference beyond the prescribed timeframe of forty-eight (48) hours, Lessor has the right to disconnect the equipment causing such interference. If termination of this Lease Agreement is necessary due to interference, Lessee has the right to access the Premises within the thirty (30) days following the termination date for the purposes of removing its Equipment from the Premises.

7. Lessee's Right of Access: Lessor agrees that Lessee shall have free access to the Premises for the purpose of installing the Equipment and during the Term of this Lease Agreement, and free ingress and egress to said Premises is hereby granted to Lessee for the purpose of maintenance and repair. It is agreed, however, that only authorized engineers of Lessee or persons under their direct supervision will be permitted to enter the Premises. At no time shall Lessee move equipment from its original locations, add equipment to, or, except as provided in Paragraph 6, *Operation of Equipment*, remove equipment from said Premises without the expressed written permission of Lessor.

8. Utilities: Lessee agrees to pay all utilities associated with its use of the Premises under this Lease Agreement.

9. Liability: In connection with Lessee's use of the Premises, Lessor shall not be liable to Lessee for any loss or damage, regardless of cause, except damage caused by Lessor's negligence.

10. End of Lease Term: At the expiration or termination of this Lease Agreement, Lessee shall remove all property from the Premises, which was placed there by Lessee, and shall restore the Premises to that condition as existed upon the commencement of this Lease Agreement.

11. Insurance: Lessee is self-insured and will provide evidence of such to Lessor.

12. Liens: Lessee shall not permit any mechanics, materialman's, or other liens to stand against the Premises for any labor or material furnished by Lessee in connection with work of any character performed on the Premises by or at the direction of Lessee.

13. Maintenance, Damage, or Destruction: Lessee shall be responsible for the repair and maintenance of the Tower and equipment building. Additionally, Lessee shall maintain the trees, woods, and brush on its property within the immediate vicinity of the Tower and equipment building to reasonably prevent damage to Lessor's improvements and the Premises caused by falling trees, limbs, woods, or brush. If the Premises or any portions thereof in which the Equipment is located is damaged by fire or any other casualty and if such damage has rendered the Premises unleaseable, either Party may terminate this Lease Agreement. Nothing contained in this Lease Agreement shall be construed as requiring Lessor or Lessee to rebuild all or any portion of the Premises.

14. Eminent Domain: If the Tower, equipment building, or any portions thereof, in which the Premises are located, is taken by eminent domain, so as to make the Leased Premises unusable for the purposes set forth in this Lease Agreement shall terminate upon the date of such taking. The rights of Lessor shall in no way prejudice or interfere with any claim or defense which Lessee may have against the governmental entity or condemning authority exercising the power of eminent domain or condemnation. It is further understood and agreed that neither Lessor nor Lessee shall have any rights in any award made to the other Party by any condemning authority notwithstanding the termination of this Lease Agreement as herein provided.

15. Default:

a. The following events shall constitute events of default by Lessee under this Lease Agreement: if Lessee shall violate or breach, or shall fail fully and completely to observe, keep, satisfy, perform, and comply with any reasonable material term, covenant, condition, requirement, restriction, or provision of this Lease Agreement, and shall not cure such failure within thirty (30) days after Lessor gives Lessee written notice thereof, or, if such failure shall be incapable of cure within thirty (30) days, if Lessee shall not commence to cure such failure within such thirty (30) day period and continuously prosecute the performance of the same to completion with due diligence. Upon the occurrence of any event of default by Lessee, Lessor may immediately initiate legal proceedings to evict Lessee and Lessee's effects from the Premises.

b. The following events shall constitute events of default by Lessor under this Lease Agreement: if Lessor shall fail to deliver the Premises to Lessee, or interferes with Lessee's use of the Premises for the purposes of this Lease Agreement, or violate or breach, or shall fail fully and completely to observe, keep, satisfy, perform, and comply with any reasonable material term, covenant, condition, requirement, restriction, or provision of this Lease Agreement, and shall not cure such failure within thirty (30) days after Lessee gives Lessor written notice thereof, or, if such failure shall be incapable of cure within thirty (30) days, if Lessor shall not commence to cure such failure within such thirty (30) day period and continuously prosecute the performance of the same to completion with due diligence. Upon the occurrence of any event of default by Lessor, Lessee may terminate this Lease Agreement and recover and remove all its Equipment and effects from the Property.

16. Notices: All notices, demands, and requests required or permitted to be given under the provisions of this Lease Agreement shall be deemed duly given if sent by registered or certified United States mail, postage prepaid, addressed as follows:

a. ***If to Lessor:***

Georgia Technology Authority
47 Trinity Avenue SW, Suite 330-22
Atlanta, GA 30334
404-656-2042

Attention: Ralph Bevan
Ralph.Bevan@gta.ga.gov

With a copy to:

State Properties Commission, Leasing Division
47 Trinity Avenue SW, Suite G02
Atlanta, Georgia 30334-9006

- b. ***If to Lessee:***
Fulton County Emergency Services
130 Peachtree St SW, Suite 3147
Atlanta, GA 30303
() -
Contact Person: Dir. Fulton County Emergency Services

With a copy to:

Fulton County Department of Real Estate and Asset Management
141 Pryor Street, G119
Atlanta, Georgia 30303
(404) 612-3772
Attention: Director Department of Real Estate and Asset Management

Fulton County Department of Real Estate and Asset Management
141 Pryor Street, Suite 8021
Atlanta, Georgia 30303
(404) 612-7884
Attention: Land Administrator

Fulton County Office of the County Attorney
141 Pryor Street, Suite 4038
Atlanta, Georgia 30303
(404) 612-0246

17. **Assignment:** Except to another entity within the State Government of Georgia, Lessee shall not assign this Lease Agreement or sublet the Premises or any part thereof without prior written consent of the Lessor, which shall not be unreasonably withheld. An assignee or sublessee shall be bound by the same conditions of this Lease Agreement as Lessee. Assignment of or subleasing in no way relieves Lessee of all the terms and conditions of this Lease Agreement.

18. **Termination:** Either Party may terminate this Lease Agreement for convenience upon one hundred eighty (180) days prior written notice to the other Party.

19. **Waiver:** Failure or delay on the part of the Parties hereto to exercise any right,

power, or privilege hereunder, shall not operate as a waiver thereof.

20. Special Stipulations:

a. All Equipment maintained on the Premises by Lessee as of the Effective Date of this Lease Agreement shall remain in the locations currently designated for such Equipment and shall be relocated on the Premises only upon the mutual written consent of the Parties hereto.

b. Lessor, or its designated representative, shall have the sole right initially and during the Term of this Lease Agreement to:

- (1) determine the location of the Equipment,
- (2) approve the size, type, and quality of the Equipment (including any and all electrical connections thereof),
- (3) require Lessee to take whatever action is necessary to eliminate objectionable interference by Lessee's Equipment with current equipment or transmissions of Lessor or any other current lessees of the Premises. All transmitters must be equipped with any transmitter isolator devices necessary to minimize spurious radiations, as determined by Lessor.

21. Binding Effect: This Lease Agreement and each and every provision hereof shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns.

22. Entire Agreement: This Lease Agreement represents the entire understanding and agreement between the Parties hereto with respect to the subject matter hereof and supersedes all prior negotiations between such Parties and can be amended, supplemented, or changed only by agreement in writing which makes specific reference to this Lease Agreement and which is signed by each party hereto.

23. Governing Law: This Lease Agreement shall be governed, construed, and enforced in accordance with the laws of the State of Georgia.

24. Severability: Should any provision of this Lease Agreement be deemed invalid or unenforceable by any court of competent jurisdiction, such invalidity shall not be construed to render any other provision invalid or unenforceable.

25. Entry Upon the Premises: Lessee shall provide email notifications at least forty-eight (48) hours in advance of Lessee's desired date and time to enter the Premises for routine inspection, maintenance, and improvements to both of the following authorized contacts of Lessor:

Ralph Bevan
Email: Ralph.Bevan@gta.ga.gov
404-656-2042

Lessee shall provide notification at least one (1) hour in advance of Lessee's desired date and time to enter the Premises for emergency inspection and maintenance to both of the above individuals.

Lessee shall use its best effort to assure that its entrance upon the Premises does not unreasonably interfere with Georgia's Department of Juvenile Justice (DJJ) use of its premises.

Lessor also acknowledges that to implement the purposes of this Lease Agreement, Lessee will engage one or more independent contractors, who, in addition to Lessee's employees, will enter the Premises as agents of Lessee. By contract, Lessee will cause the agents to assume liability for loss or damages that may be experienced by Lessor as a result of the agents' activities on the Premises.

26. *Force Majeure*: Each of Lessor and Lessee shall be excused from the performance of any of its obligations under this Lease for the period of any delay resulting from any cause beyond its control, including, without limitation, labor disputes, governmental regulations or controls, fires or other casualties, natural disasters, acts of God, or any inability to obtain supplies or other difficulties beyond the reasonable control of such Party.

27. *No Third-Party Beneficiaries*: This Lease Agreement is made between and limited to Lessor and Lessee, and is not intended, and shall in no event be construed to be, for the benefit of any person or entity other than Lessor and Lessee, and no other person or entity shall be considered a third-party beneficiary by virtue of this Lease Agreement or otherwise entitled to enforce the terms of this Lease Agreement for any reason whatsoever.

[Signatures on following page]

IN WITNESS WHEREOF, Lessor and Lessee have hereunto signed, sealed, and delivered this Lease Agreement in duplicate original on the day, month and year written below, each of the Parties keeping one of the duplicate originals.

ATTEST:

Georgia Technology Authority, an entity
within the executive branch of the State
Government of Georgia:

Name and Title

Name and Title

(SEAL)

[Signatures continue on following page]

FULTON COUNTY, GEORGIA,
a political subdivision of the State of Georgia

ATTEST:

Tonya R. Grier, Clerk
Fulton County Board of Commissioners

Robert L Pitts, Chairman
Fulton County Board of Commissioners

APPROVED AS TO FORM:

Y. Soo Jo, County Attorney

[illegible]

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