

CELL TOWER LEASE AGREEMENT

THIS LEASE AGREEMENT (this "**Agreement**") is made and entered into as of the Effective Date (as hereinafter defined), by and between FULTON COUNTY, GEORGIA, a political subdivision of the State of Georgia ("**Landlord**"), and CELLCO PARTNERSHIP, a Delaware general partnership d/b/a Verizon Wireless ("**Tenant**"), authorized to transact business in the State of Georgia. This Agreement sometimes refers to Landlord and Tenant collectively as the "**Parties**" and to each, individually, as a "**Party**".

RECITALS:

- A. WHEREAS, Landlord and Pactel Cellular Inc. of Georgia ("Original Tenant") entered into that certain Lease Agreement dated November 3, 1993 ("Original Agreement") and recorded in Deed Book 17409 Page 049, for space on Landlord's tower located at 10735 Jones Bridge Road, Alpharetta, Georgia 30202, along with 300 square feet of ground space being a portion of said real property, together with easements for ingress, egress and utilities thereto, located in Fulton County, Georgia ("Leased Premises"), all located within certain real property owned by Landlord more particularly described on Exhibit A ("Landlord's Property"); and
- B. WHEREAS, Tenant is the successor in interest to Original Tenant; and
- C. WHEREAS, Tenant desires to continue to operate and maintain onsite at the Landlord's Property wireless communications equipment for Tenant's operations (collectively, the "Wireless Communication Equipment" or "Telecommunications Facilities"), and Landlord is willing to grant a lease to Tenant for such purposes on the terms and conditions as set forth in this Agreement; and
- D. WHEREAS, in accordance with the Landlord's granting of the lease under this Agreement, and as settlement of all outstanding obligations arising under the Original Agreement, both the Landlord and Tenant mutually agree to terminate said Original Agreement as listed above and replace the Original Agreement with this new Agreement and the terms contained herein.

NOW, THEREFORE, in consideration of the promises and covenants contained herein and for such other valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Parties hereby agree as follows:

1. Lease.

(a) Landlord hereby grants to Tenant, for the Term (as hereinafter defined) of this Agreement, a lease subject to, and under the terms and conditions of this Agreement:

(i) a lease to occupy, install, operate, maintain, remove, replace and repair Tenant's communications equipment with a centerline at the 157 foot level on the communication tower as such equipment is more particularly described in Exhibit "B" along with a separately demised 300 square foot ground space area described on Exhibit "C" for the installation, operation, use, maintenance, repair, and replacement of Tenant's communications equipment (including but not limited to antennas, radio cabinets and other miscellaneous hardware, supporting mounts and equipment racks) (collectively, the "Tenant Equipment"), along with an access easement running from a public right of way to the ground space as such easement is described on Exhibit "D" for ingress and egress, seven days a week, twenty-four hours a day, on foot or motor vehicle, including trucks, and a utility easement from a public right of way to the ground space as such utility easement is described on Exhibit "E" for the installation and maintenance of fiber, utility wires, poles, cables conduits, and pipes. The tower space, ground space, access easement, and utility easement are collectively referred to herein as the Leased Premises.

Tenant Site Name: WEST DULUTH

(ii) Landlord acknowledges and grants approval for Tenant's existing communication equipment located upon the Leased Premises. Prior to completing any future equipment modifications or installs of Tenant's tower based equipment, Tenant shall be required to provide Landlord a current structural analysis performed by an authorized and approved engineers that confirms the tower's capacity for the additional equipment. Landlord shall be required to approve all planned onsite construction, installation and equipment modification as maybe required by Tenant for its operations with a set of the appropriate construction and or engineering documents. All structural reviews and drawing are to be submitted in writing to Landlord for prior written approval, which shall not be unreasonably withheld or delayed. Landlord reserves the right to require an increase in the monthly rental rates for equipment modifications that increase tower loading. Landlord's approval of Tenant's proposed equipment modification must include notice from Landlord of any rental rate increase which would be associated with said equipment modification. Landlord and Tenant shall amend this Agreement to document the equipment modification and any associated rental increase.

(iii) An access easement from a public right of way to the site through at least one Landlord-designated minimum point of entry established at the site by Landlord for telecommunications providers for ingress and egress, seven days a week, twenty-four hours a day, on foot or motor vehicle, including trucks.

(iv) An easement to install, operate, use, maintain, repair, and replace Cabling and Conduit from the onsite building to the tower and to install, operate, use, maintain, repair, and replace additional Cabling and Conduit as required to maintain the operating integrity of the tower.

(b) Use of the tower space as depicted on Exhibit B and ground space as depicted on Exhibit C is exclusive to Tenant. However, Landlord reserves the right to lease other tower space and ground space to other communications providers.

(c) To the extent not inconsistent or in conflict with the terms of this Agreement, Tenant shall comply with reasonable Rules and Regulations, as from time to time in effect, in connection with its occupancy of and operations of the Leased Premises.

2. Term.

(a) The term of this Agreement (the "Term") shall commence on the first day of March, 2020 (the "Lease Commencement Date") and shall expire upon the tenth (10th) annual anniversary of the Lease Commencement Date (the "Expiration Date"). This Agreement shall automatically be extended for two (2) additional terms of five (5) years each (each a "Renewal Term") unless Tenant terminates it at the end of the then current term by giving Landlord written notice of the intent to terminate at least three (3) months prior to the end of the then current term.

(b) Intentionally deleted.

(c) Tenant may terminate this Agreement upon ninety (90) days' prior written notice to Landlord for any of the following reasons: (i) Tenant determines, at any time after the initial ten (10) year Term, and in its sole discretion, that the tower location is not suitable for Tenant's permitted use or that for economic or technological reasons it is not practical to install the Wireless System, (ii) any license, permit or zoning approval required by any local, State or Federal governmental or regulatory agency to be obtained or maintained by Tenant in connection with the installation and/or operation of the Wireless System (individually and collectively, the "**Governmental Approvals**") has not been obtained or has been revoked, notwithstanding Tenant's best efforts to obtain and/or maintain in effect such license, permit or approval; (iii) Landlord breaches any of its obligations under this Agreement and such breach is not remedied for thirty (30) days after notice thereof from Tenant; (iv) any Hazardous Materials (as hereinafter defined) in violation of applicable law are discovered within the Leased Premises (other than attributable to the operations of Tenant) that

affect the ability of Tenant to conduct its operations in the Leased Premises, and (v) Tenant is unable to operate the Wireless System in the Leased Premises as a result of material interference (other than on a temporary, non-recurring basis) caused by (A) any equipment at the Leased Premises or outside the Leased Premises, or (B) any alterations or improvements to the Leased Premises made or erected after the Effective Date.

(d) Landlord may terminate this Agreement pursuant to the provisions of Section 9 hereof.

3. Rent.

(a) Commencing on the Commencement Date, the rent payable from Tenant to Landlord under the Agreement shall be equal to One Thousand Seven Hundred And 00/100 (\$1,700.00) per month (the "Rent"). Tenant shall timely make each rent payment in full without demand, deduction, or offset by the 1st of each month. The rental shall increase on each annual anniversary of the Commencement Date by two percent (2%) over the annual rent due during the immediately preceding year. Notwithstanding anything to the contrary contained in the Agreement, all Rent and any other payments expressly required to be paid by Tenant to other payments due to Landlord due under this Agreement shall be paid by checks payable to the order of the Fulton County, Georgia with the following annotation to the specific lease address: Verizon Lease 10735 Jonesbridge Road. All checks shall be made payable to and mailed to Fulton County Government, 141 Pryor Street, S.W. Suite 7001, Atlanta, Georgia, 30303, Attn: Director of Finance or in such other manner or at such other place as Landlord may from time to time designate to Tenant in writing.

(b) As additional consideration for this Agreement, the sufficiency of which is hereby acknowledged, Tenant shall pay Landlord a one-time, non-refundable, lump-sum signing bonus of \$250,000.00, which shall be considered additional rent for the Premises. The signing bonus shall be paid by Tenant to Landlord within 30 days of the Commencement Date. Landlord agrees that the payment to be made by Tenant under this Paragraph 3(b) is fair and adequate payment for any and all outstanding obligations arising under the Original Agreement,

4. Work.

(a) Landlord hereby acknowledges and expressly approves Tenant's currently installed Telecommunications Facilities. Prior to installing any additional Telecommunications Facilities, Tenant shall submit to Landlord, for Landlord's prior written approval, plans for the installation thereof and a time frame for the installation. No Telecommunications Facilities shall be installed until plans therefore have been approved by Landlord, which approval Landlord shall not unreasonably withhold, condition, or delay (Tenant's final, Landlord-approved plans are referred to herein as the "**Plans**"). Landlord shall use commercially reasonable efforts to respond (with approval or comments identifying deficiencies) to each submittal of proposed plans within ten (10) business days after Tenant submits the applicable plans to Landlord. If Landlord fails to respond (with approval or comments identifying deficiencies) to any submittal of proposed plans within the initial ten (10) business day period provided above), Tenant's plans will be deemed approved by Landlord.

(b) Tenant shall install the Telecommunication Facilities and all Wireless Communication Equipment at Tenant's sole cost and expense, and in compliance with all applicable federal, state and local laws and regulations. Landlord's approval of any plans hereunder shall not constitute any representation or warranty of any kind by Landlord that such plans are in compliance with any applicable laws and regulations, or that the Telecommunications Facilities do not and will not cause any interference with any equipment and/or facilities on the Leased premises, and Landlord shall have no obligation whatsoever to any third-party, unless imposed by applicable laws and regulations, to take any act to remedy or cure the violation or mitigate the interference, if any so

that any such obligation will remain fully with Tenant. Tenant shall be solely responsible for obtaining any and all permits associated with the installation of the Telecommunications Facilities. Except as provided in Paragraph 5(a) below, Tenant shall be solely responsible for any additional alterations and improvements required by law to be made in or to any portion of the Leased Premises as a result of, any work performed by Tenant in connection with the installation of any Telecommunications Facilities with prior Landlord approval, with such approval to not be unreasonably withheld.

(c) Without limiting the generality of the foregoing provisions of this Paragraph 4, (i) Tenant shall install or cause to be installed all Tenant's Wireless Communication Equipment in compliance with applicable industry standards, including (A) ANSI/TIA/EIA Standard 568-A (Commercial Building Telecommunications Cabling Standard), as amended, (B) 569-A (Commercial Building Standard For Telecommunications Pathways and Spaces) as amended, and (C) ANSI/TIA/EIA Standard 607 (Commercial Building Grounding and Bonding Requirements for Telecommunications), as amended; (ii) Fulton County Code § 172-63, which is incorporated by reference and attached hereto as Exhibit F and shall be applicable as may be required; and (iii) Tenant shall identify each piece of exposed Cabling and/or Conduit at its respective origination and termination points.

(d) Landlord reserves the right to monitor any and all installation activities of Tenant and its contractor's onsite. Tenant shall comply, and shall cause any and all contractors and subcontractors performing work for Tenant to comply with all state, municipal, regulations, ordinances and laws and to provide a copy of any related permit prior to starting work, or providence of same that a permit is not required. No Tenant Contractor shall perform any work on Tenant's or a Sub-Tenant's behalf without Landlord's prior approval of the applicable contractor. Landlord shall not unreasonably withhold or delay such approval. Landlord may revoke approval of any Tenant Contractor in Landlord's reasonable discretion if the applicable contractor threatens: (i) the towers quality or integrity; or (ii) the business operations or safety of any tenant, Tenant or other any occupant of the tower.

(e) All Tenant Contractors shall submit a certificate of insurance to Landlord before entering the Leased Premises and beginning any work. Such certificate of insurance shall evidence maintenance of insurance in compliance with Paragraph 13 and be in a form reasonably acceptable to Landlord while naming Landlord as an additional insured.

(f) Before completing any future modifications to Tenant's Wireless Communication Equipment on the tower, Tenant shall submit to Landlord all items required pursuant to Paragraph 1(a)(ii).

(g) Notwithstanding anything in this Agreement to the contrary, Tenant may from time to time, after providing reasonable notice to Landlord, perform equipment maintenance, upgrade and repair, and substitute comparable or different equipment on the Wireless Communication Equipment and Telecommunications Facilities, and on the tower without Landlord's prior approval, provided such maintenance, repair and/or substitution (i) does not cause the affected equipment to exceed the designed engineering of the tower, and (ii) complies with the other terms of this Agreement, including requirements concerning electromagnetic and radio frequency interference and emissions. The foregoing waiver of the requirement to obtain the prior approval of Landlord shall not relieve Tenant from its obligation to comply with the other terms and conditions of this Agreement applicable to the performance of any work in the Leased Premises by or for the account of Tenant.

(h) Tenant shall keep the Leased Premises free and clear from any mechanics' liens, vendor's liens, or any other liens arising out of any construction and/or installation activities performed or materials or equipment furnished by or for the account of Tenant. In the event that Tenant shall not, within sixty (60) days following written notice from Landlord of the imposition of any lien for work performed or materials furnished in or to the tower, or any portion thereof, cause the same to

be released of record, Landlord shall have, the right, but not the obligation, to cause the same to be released by such means as it shall deem proper, including payment of the claim giving rise to such lien, and/or obtaining a bond. In the alternative, Landlord may deem this to be a material breach of the Agreement, with the Agreement subject to termination should Tenant fail to cure and remove the lien within said 60 day period. Landlord shall have no obligation to determine or investigate the validity of any lien. All sums paid by Landlord for such purpose, and all expenses incurred by it in connection therewith, shall be payable to Landlord by Tenant on demand.

(i) Tenant shall bear the sole responsibility for maintaining and keeping in good working order Tenant's Wireless Communication Equipment and Telecommunications Facilities at all times during the Term of this Agreement, except in the case of instances beyond the Tenant's control such as force majeure, casualty to the tower or Interference caused by Landlord's breach of this Agreement. Nothing herein shall be construed as a waiver of Landlord's [Fulton County's] sovereign immunity, as a governmental entity, nor the waiver of any immunity available to Landlord's officials, officers, employees or agents.

5. Maintenance and Repair.

Tenant shall maintain all Telecommunications Facilities and or equipment on the tower in good and safe condition and shall immediately repair any and all damage to any portion of the tower, including any structural elements thereof, caused by Tenant, or any of their respective employees, agents, or contractors, with all such repairs to be performed by a Tenant Contractor approved by Landlord in accordance with Paragraph 4(d) hereof. Tenant shall assure that all Wireless Communication Equipment and Telecommunications Facilities comply with all applicable laws, statutes, codes, rules, regulations, judicial and administrative decisions, and private covenants, restrictions and other instruments of record affecting the tower at no cost to Landlord. Without limiting the generality of the foregoing, all Tenant Wireless Communication Equipment, and the electromagnetic energy, if any, emitted from the Tenant Equipment, shall comply with all applicable regulations concerning radio frequency emissions, including, those promulgated by the federal FCC (including 47 C.F.R. §1/13-7 *et seq.* and successors thereto), the Environmental Protection Agency and the Occupational Safety and Health Administration.

6. Access.

(a) Conditioned upon and subject to commencement of the Lease Term, Landlord grants the following nonexclusive easements and rights-of-way over, under and upon Landlord's Property to Tenant, Tenant's employees, agents, contractors, subtenants, licensees and their employees, agents and contractors: (i) an easement over such portions of Landlord's Property as is reasonably necessary for the construction, repair, maintenance, replacement, demolition and removal of the facility to be located upon Leased Premises; (ii) an easement over such portion of Landlord's Property as is reasonably necessary to obtain or comply with any Approvals; (iii) an access easement as depicted on Exhibit "D", for construction, use, maintenance and repair of an access road for ingress and egress seven (7) days per week, twenty-four (24) hours per day, for pedestrians and all types of motor vehicles, to extend from the nearest public right-of-way to the Leased Premises; and (iv) a utility easement as shown in Exhibit "E" (the "Utility Easement"), for the installation, repair, replacement and maintenance of utility wires, poles, cables, conduits and pipes; provided that in the event that any public utility is unable or unwilling to use the Utility Easement in the location shown in Exhibit "B", at the sole option of Tenant, Landlord shall grant an alternate easement either to Tenant or directly to the public utility at no cost and in a location acceptable to Tenant, Landlord, and the public utility (said easements collectively, the "Easements"). TO HAVE AND TO HOLD the Easements for the purposes provided during the Lease Term and thereafter for a reasonable period of time for Tenant to remove its improvements.

7. Interference.

(a) Tenant agrees that at all times during the Term of this Agreement the Telecommunications Facilities shall (i) be operated within the technical and frequency transmission and reception parameters specified by the FCC, and (ii) not cause any electromagnetic or radio frequency interference (collectively "**Interference**") with (A) any of the towers other electrical equipment machinery, or any other systems of Landlord or of any of the tenants or other occupants of the tower, or (B) any communications equipment installed and operating on the tower on or before the Effective Date by third party vendors or carriers providing service to Landlord or to Occupants, including cable television ("**Other Providers**"); and provided, however, that such other equipment of Landlord, any Occupants and any Other Providers is being operated within the technical and frequency transmission and reception parameters specified by its manufacturer and any applicable governmental license.

(b) Tenant shall commence efforts to eliminate any Interference within a reasonable time after Landlord's notice of such Interference to Tenant. A reasonable time under this subsection shall not exceed twenty four (24) hours after Landlord's notice. If Tenant fails to timely eliminate Interference, Tenant shall suspend or cause to be suspended the operation of the Tenant Equipment causing the Interference until the applicable Interference is eliminated; however, Tenant may operate such Tenant Wireless Communication Equipment to perform intermittent tests to determine whether the applicable Interference has been eliminated.

(c) Subject to the foregoing, Landlord agrees to not knowingly permit any Occupant or Other Providers to install any equipment that causes Interference with the Telecommunications Facilities. Landlord agrees to place non-interference restrictions similar to those set forth in Paragraph 7(a) in all agreements with Occupants and Other Providers entered into by Landlord after the Effective Date, and acknowledging that Tenant is a third-party beneficiary of such restrictions and entitling Tenant to enforce such requirement against the Other Provider in Tenant's own name. In the event of any Interference to the Telecommunications Facilities, Landlord shall, upon notice from Tenant, immediately notify such Occupant or Other Provider regarding the Interference and request that such Occupant or Other Provider to immediately cease such Interference. Landlord may consider any delay in such Occupant or Other Provider to cease such Interference as a breach of the terms and conditions of any underlying agreement with such Occupant or Other Provider, where applicable provisions are contained in any such agreement. Landlord's duties identified in this Subsection shall be Landlord's sole duties owed to Tenant concerning elimination and mitigation of interference from Occupants and Other Providers with the operations of Tenant at the site. In addition to the foregoing, Tenant agrees to cooperate with Landlord in adopting (at no cost to Tenant) commercially reasonable protocols and site modifications to limit any Interference to or from other equipment or communications facilities that Landlord wishes to permit to be installed; provided, however, Tenant shall not be required to implement any protocol or site modification if, following good faith consideration by Tenant, Tenant determines the same would interfere with Tenant's or it's Sub-Tenants operations at the Leased Premises.

8. Utilities

(a) Tenant is responsible for the installation, establishment of utility service accounts and payment for all utilities used by the Tenant while occupying the Leased Premises. No deduction shall be made from the rent due to a stoppage or interruption in utilities services.

9. Tenant Default.

Landlord shall have the right to terminate this Agreement and the Lease following any breach or default by Tenant under this Agreement (i) with respect to monetary defaults, if the same is not cured

Tenant Site Name: WEST DULUTH

within sixty (60) days of receipt by Tenant of written notice of said default, and (ii) with respect to non-monetary defaults, if Tenant does not promptly commence the cure thereof following written notice, and the same is not cured within thirty (30) days of receipt (or evidence of attempted delivery) of written notice by Tenant of said default; provided, however, if such non-monetary default cannot be cured within such thirty (30) day period, provided that Tenant shall commence and diligently pursue the remedy of such default within ten (10) days of Landlord's written notice of such default, said thirty (30) day period shall be extended for such period, not to exceed an additional thirty (30) days, that Tenant is diligently pursuing the remedy of such default.

(a) Notwithstanding any other provision of this Agreement, in no event shall Tenant be responsible or liable to Landlord, or to any person or entity claiming under Landlord, for any consequential or punitive damages, including (but not limited to) lost profits, no matter what the cause, including (but not limited to) any temporary or permanent interference with any equipment or facilities of any tenant or occupant of the Leased Premises, or any person, entity, or other telecommunications provider offering services on the Leased Premises.

(b) Any sums payable to Landlord under this Agreement that are not paid when due shall bear interest on the unpaid amount, until paid (together with said interest), at the rate of ten percent (10%) per annum (said applicable rate being referred to herein as the "**Default Rate**").

10. Landlord Default.

(a) No default by Landlord under this Agreement shall exist unless there is a breach of the terms of this Agreement by Landlord or any failure by Landlord to perform any obligation of Landlord under this Agreement, and the breach is not cured, or the obligation has not been performed in full, within thirty (30) days after Tenant gives Landlord written notice of the breach or failure to perform.

(b) Notwithstanding any other provision of this Agreement, in no event shall Landlord be responsible or liable to Tenant, or to any person or entity claiming under Tenant, for any consequential or punitive damages, including (but not limited to) lost profits, no matter what the cause, including (but not limited to) any temporary or permanent interference from any equipment or facilities of any Occupant or Other Provider.

11. Assignment.

This Agreement may be sold, assigned or transferred by the Tenant without any approval or consent of the Landlord to the Tenant's principal, affiliates, subsidiaries of its principal or to any entity which acquires all or substantially all of Tenant's assets in the market defined by the Federal Communications Commission in which the Property is located by reason of a merger, acquisition or other business reorganization. As to other parties, this Agreement may not be sold, assigned or transferred without the written consent of the Landlord, which such consent will not be unreasonably withheld, delayed or conditioned. No change of stock ownership, partnership interest or control of Tenant or transfer upon partnership or corporate dissolution of Tenant shall constitute an assignment hereunder.

Landlord may assign or transfer its rights and obligations under this Agreement in connection with the sale of its interest in the Leased Premises without the prior consent of Tenant (an assignment of this Agreement by Landlord for collateral or security purposes shall be governed by the terms of Paragraph 18 of this Agreement, if at all, and shall not require the consent of Tenant). Any such assignment shall release Landlord of its obligations under this Agreement to the extent such obligations are assumed (by operation of law or otherwise) by the assignee or transferee.

12. Taxes and Assessments.

Tenant shall pay any taxes, assessments, charges, or fees, directly attributable to their respective personal property, including any increase in real property taxes chargeable to Landlord resulting from the installation of the Tenant Equipment, and any use and occupancy taxes chargeable with respect to the same. Notwithstanding the foregoing, Tenant shall have no liability for any excess profit taxes, franchise taxes, gift taxes, capital stock taxes, inheritance and succession taxes, estate taxes, federal and state income taxes, and other taxes to the extent applicable to Landlord's general or net income or chargeable to Landlord as a result of Landlord's business.

13. Insurance.

(a) Tenant shall, at Tenant's sole cost and expense, procure and continue in force during the Term:

(i) Workers' Compensation Insurance (at statutory limits) and Employer's Liability Insurance with limits of Five Hundred Thousand and 00/100 Dollars (\$500,000.00) each accident/disease-each employee/disease-policy limit;

(ii) Commercial General Liability insuring bodily injury or death and property damage (including completed operations and contractual liability) on an occurrence basis in an amount of Two Million and 00/100 Dollars (\$2,000,000.00) combined single limit per occurrence and in the aggregate; and

(iii) "All-risk" property insurance insuring the Telecommunications Facilities and its appurtenant personal property for full replacement costs.

All such policies shall be written by an insurer with an A.M. Best Rating of A- VII or better, licensed to do business within the state where the Leased Premises is located, be primary to any insurance maintained by Landlord. Upon notification from its insurer(s), Tenant shall provide a thirty (30) day notice of non-renewal or cancellation to Landlord. The commercial general liability policy shall include Landlord and any other parties reasonably designated from time to time in writing by Landlord as an additional insured as their interests may appear under this Agreement.

(b) Tenant shall require that its own respective contractors (and any subcontractors) produce, prior to commencing any installation, repair, or maintenance work on the Leased Premises, a certificate of insurance evidencing that the following insurance is maintained:

(i) Commercial General Liability insuring bodily injury or death and property damage (including completed operations and contractual liability) on an occurrence basis in an amount of One Million and 00/100 Dollars (\$1,000,000.00) combined single limit per occurrence and in the aggregate;

(ii) Workers' Compensation (at statutory limits) and Employer's Liability Insurance with limits of Five Hundred Thousand and 00/100 Dollars (\$500,000.00) each accident/disease each employee/disease-policy limit;)

(iii) Builder's Risk Insurance with limit not less than one hundred percent (100%) of the replacement cost value of the improvements being constructed by Tenant or Sub-Tenant, as the case may be.

All such policies shall be written by an insurer with an A.M. Best rating of A- VII or better, licensed to do business within the state where the Leased Premises is located, be primary paying before any insurance maintained by Landlord. Tenant shall require its contractor (or subcontractor) upon notification from its

insurer(s), shall provide a thirty (30) day notice of cancellation or non-renewal to Landlord. Each policy shall include Landlord and any other parties reasonably designated from time to time in writing by Landlord, as an additional insured as their interest may appear under this Agreement.

(c) Each Party releases the other Party from any and all claims, liability, losses, causes of action, damages, expenses, costs and fees, including, without limitation, reasonable attorneys' fees and costs (collectively, "**Claims**"), which may arise or be asserted against the other Party for any personal injury, loss of income or damage to or loss of property or persons, in or about the Leased Premises, from any cause that is either covered by any insured actually carried by such Party or which pursuant to the terms of this Agreement is required to be carried by such Party. Each Party waives for itself and on behalf of all insurers under all policies of property, liability, and other insurance now or hereafter carried by each Party insuring or covering the Leased Premises, or any portion or any contents thereof, or any operations therein, all rights of subrogation that any such insurer might otherwise, if at all, have to any claims of such party against the other. Landlord's and Tenant's respective property and casualty insurance policies shall include such waivers of subrogation. By this Paragraph, Landlord and Tenant intend that the risk of loss or damage as described above be borne by responsible insurance carriers to the extent above provided, and Landlord and Tenant hereby agree to look solely to, and to seek recovery only from, the respective insurance carriers in the event of a loss of a type described above to the extent that such coverage is agreed to be provided hereunder. For this purpose, any applicable deductible amount shall be treated as though it were recoverable under such policies. The terms of this paragraph shall survive expiration or earlier termination of this Agreement.

14. Indemnification.

Tenant shall indemnify, defend, and hold Landlord harmless from and against any and all Claims arising in connection with or attributable to loss of life, personal injury, damage to property or business, or any other loss, illness, or injury arising out of the installation, operation, use, maintenance, repair, replacement, or removal of the Telecommunications Facilities, or the use or occupancy of the Leased Premises, or access thereto, by any employee, agent, contractor, invitee, or other person acting on behalf of Tenant, unless caused or materially contributed to by Landlord or any of Landlord's past or present employees', agents', or contractors' willful misconduct or negligence. The provisions of this paragraph shall survive the expiration or earlier termination of this Agreement.

15. Ownership and Surrender of Equipment.

Tenant shall own the Tenant Wireless Communication Equipment upon installation and the same shall be deemed Tenant's property at all times during the Term of this Agreement. Upon the expiration or earlier termination of the Term of this Agreement, Tenant shall remove or cause to be removed all of the Tenant Wireless Communication Equipment at its sole cost and expense. In performing such removal, Tenant shall restore the portions of the Leased Premises where the Telecommunications Facilities are located to the condition which existed prior to the installation or placement of the Telecommunications Facilities, reasonable wear and tear excepted, and provided further that Tenant shall not be required to remove any Conduit installed in the Riser so long as such Conduit is in a usable condition. If Tenant fails to remove its Telecommunications Facilities within ninety (90) days after the expiration or earlier termination of this Agreement, Landlord may remove and store such equipment on Tenant's behalf and Tenant shall reimburse Landlord for the costs of such removal, restoration of the applicable portions of the Leased Premises and any storage costs incurred by Landlord within ten (10) days after Landlord's notice of such costs to Tenant.

16. Casualty and Condemnation.

(a) In case of damage to the tower in which Tenant's Telecommunications equipment is located, by fire or other casualty, Landlord shall, at its expense, cause the damage to be repaired to a

condition as nearly as practicable to that existing immediately prior to the damage, with reasonable speed and diligence, subject to delays which may arise by reason of (i) adjustment of loss under insurance policies, (ii) Governmental Approvals, and (iii) delays beyond the control of Landlord, including Force Majeure. Landlord shall not, however, be obligated to repair, restore, or rebuild any of Tenant's Telecommunications Facilities. In the event the damage shall involve the tower generally and shall be so extensive that Landlord shall decide, at its sole discretion, not to repair or rebuild the tower, or if the casualty shall not be of a type insured against under standard fire policies with extended type coverage and the cost of repair exceeds ten percent (10%) of the replacement value of the tower, or if any Landlord mortgagee shall not permit the application of adequate insurance proceeds for repair or restoration of the tower, Landlord may terminate this Agreement upon sixty (60) days prior notice to Tenant. Notwithstanding the foregoing, Tenant shall be permitted to terminate this Agreement in the event the Wireless System has been rendered unusable for Tenant's intended purpose, and (A) Landlord's estimated period for completion of the repair and restoration of the Leased Premises exceeds ninety (90) days (Landlord shall deliver such estimate to Tenant within thirty (30) days after the applicable casualty), or (B) Landlord does not complete such restoration within ninety (90) days after beginning such restoration work.

(b) If any government or other organization exercising power of eminent domain condemns all or part of the Leased Premises rendering the any portion thereof physically or financially unusable or infeasible for the operation of the Wireless Communication Equipment in Tenant's reasonable judgment, Tenant may terminate this Agreement effective on the earlier of (i) the date title vests in the condemning authority or (ii) the date such condemning authority takes actual possession of the condemned part of the Leased Premises. Tenant shall provide Landlord at least thirty (30) days prior notice of such termination unless less time is required because of expedited condemnation. If any portion of the real property or tower on which the Tenant equipment is located is condemned rendering the remaining portion of the site or tower unsuitable, in Landlord's reasonable judgment, for its then intended use, Landlord may terminate this Agreement effective on the earlier of (i) the date title vests in the condemning authority or (ii) the date such condemning authority takes actual possession of the condemned part of the Leased Premises. Landlord shall provide Tenant at least thirty (30) days prior notice of such termination unless less time is required because of expedited condemnation. Tenant irrevocably waives any right to any Claim against the compensation paid to Landlord by the applicable condemning authority connected with the applicable condemnation. Tenant may pursue separate Claims seeking compensation against the applicable condemning authority for taking of the Wireless Neutral Host Room and any of the Tenant Equipment provided such Claims do not diminish the amount of Landlord's compensation for the applicable condemnation.

17. Subordination.

This Lease is and shall be subject and subordinate to all existing ground or underlying leases of any portion of the tower and the land upon which the tower is located, and to all existing mortgages, deeds of trust and similar security documents which may now encumber the tower. Landlord covenants to cause any existing lender for whose benefit a mortgage, deed of trust or other security instrument encumbers the Leased Premises and Landlord's interest therein, of record as of the date of Agreement (the "**Landlord Mortgagee**"), to execute and deliver a non-disturbance agreement in favor of Tenant on the current form used by the Landlord Mortgagee. Without limiting Landlord's obligation as hereinabove provided, Landlord will allow Tenant a reasonable opportunity to negotiate directly with the Landlord Mortgagee, at Tenant's sole cost and expense, modifications to the current form of non-disturbance agreement used by the Landlord Mortgagee; provided, however, Landlord reserves the right to direct the Landlord Mortgagee at any time to execute and deliver a non-disturbance agreement to Tenant in such form as the Landlord Mortgagee is then prepared to execute. In addition, Tenant further agrees that this Agreement shall be subject and subordinate to the lien of any mortgages hereafter placed upon the Leased Premises, provided that the mortgagee shall have executed a non-disturbance agreement with Tenant whereby such lender agrees not to disturb Tenant in its rights, use and possession of the Leased

Tenant Site Name: WEST DULUTH

Premises under this Lease or to terminate this Lease, notwithstanding the foreclosure or the enforcement of the mortgage or termination or other enforcement of an underlying lease or installment purchase agreement, except to the extent permitted by Landlord pursuant to the terms of this Lease.

18. Waiver of Liens.

Landlord hereby waives any and all lien rights which Landlord may have with respect to any Tenant Equipment created by virtue of its installation within the Leased Premises. Tenant (and any Sub-Tenant) may pledge or collaterally assign its ownership rights in its personal property located at the Leased Premises to any financing source which Tenant or Sub-Tenant may select. The Parties acknowledge that such collateral assignment or pledge shall in no event affect the Leased Premises and that neither Tenant nor any Sub-Tenant may create a lien or encumbrance on the Leased Premises. So long as any lender which has provided financing or funding to Tenant or such Sub-Tenant has cured any Tenant default within the time periods set forth in this Agreement, Landlord agrees not to terminate this Agreement or revoke Tenant's or a Sub-Tenant's right to occupy the Leased Premises solely as a result of such Tenant default. Upon request by Tenant, Landlord shall provide such lender with written notice of default of Tenant under this Agreement at the same time and in the same manner that written notice is given to Tenant.

19. Notices.

All notices hereunder shall be in writing and shall be given by (i) established national courier service which maintains delivery records, (ii) hand delivery, or (iii) certified or registered mail, postage prepaid, return receipt requested. Notices are effective upon receipt, or upon attempted delivery if delivery is refused or if delivery is impossible because of failure to provide reasonable means for accomplishing delivery. The notices shall be sent to Landlord at Landlord's Notice Address and to Tenant at Tenant's Notice Address as listed below:

Fulton County
Attention: Dir. of Real Estate & Asset Management
141 Pryor Street
Suite G119
Atlanta, Georgia 30303

With a copy to:
Fulton County
Attention: County Attorney
141 Pryor Street
Suite 4038
Atlanta, Georgia 30303

With a copy to:
Fulton County
Attention: County Manager
141 Pryor Street
10th Floor
Atlanta, Georgia 30303

With a copy to:
Fulton County
Attention: Land Administrator
141 Pryor Street Suite 8021
Atlanta, Georgia 30303

Tenant Site Name: WEST DULUTH

Tenant:

CELLCO PARTNERSHIP d/b/a Verizon Wireless
180 Washington Valley Road
Bedminster, New Jersey 07921
Attention: Network Real Estate

20. Hazardous Substances.

(a) No Hazardous Materials (as that term is hereinafter defined) shall be used by Tenant in the operation or maintenance of the Telecommunications Facilities. Notwithstanding anything in the foregoing to the contrary, Tenant may use generator fuel and sealed batteries, which may contain environmentally sensitive materials, as needed for back-up power for certain items of its Telecommunications Facilities. Such generator fuel and batteries will be installed, maintained and removed by Tenant in accordance with all applicable laws. Tenant shall commence to cure any violation of an Environmental Law affecting the Leased Premises caused in whole or in part by Tenant Personnel within a reasonable time after Lessor's notice to Tenant of such violation. Notwithstanding the foregoing or any other provision in this Agreement, Tenant shall not be liable or responsible for any environmental condition, including the release of Hazardous Materials, except to the extent Tenant causes a condition or exacerbates a condition of which it has reason to be aware.

(b) Except for the Hazardous Materials that are disclosed in the written environmental reports delivered to Tenant prior to or concurrently with the execution of this Agreement, Lessor has no actual knowledge of the release, discharge or existence of any Hazardous Materials in or from the Leased Premises.

(c) "**Hazardous Material**" means any hazardous or toxic substance, material or waste, now or in the future defined or regulated under the Resources Conservation and Recovery Act (42 U.S.C. § 6901 et seq.), the Comprehensive Environmental Response, Compensation, and Liability Act (42 U.S.C. § 9601 et seq.), the Clean Water Act (33 U.S.C. § 1251 et seq.), the Clean Air Act (42 U.S.C. § 7401 et seq.), and the Toxic Substances Control Act (15 U.S.C. § 2601 et seq.), and all similar federal, state and local Laws connected with environmental conditions, health and safety (collectively "**Environmental Laws**"), including without limitation, asbestos and petroleum products.

21. Miscellaneous.

(a) During the Term, either Party shall, upon ten (10) days prior notice from the other Party, deliver to the requesting Party a written statement certifying (i) that this Agreement is unmodified and in full force and effect (or if modified, in effect as modified and identifying each modification and their respective dates); (ii) the dates to which the Fee and any other payment owed to the requesting Party under this Agreement have been paid; and (iii) stating whether, to the knowledge of the delivering Party, a Tenant/Landlord Event of Default (as applicable) is occurring, and, if so, specifying each Tenant/Landlord Event of Default (as applicable) and whether the delivering Party asserts any counterclaims.

(b) (i) Each reference to "days" in this Agreement refers to calendar days unless specifically indicated otherwise.

(ii) Time is of the essence with respect to performance of all duties under this Agreement.

(iii) **"Force Majeure"** means the occurrence of a casualty, Acts of God, labor strike or unrest, riots, extraordinary shortages of labor or materials, embargoes and acts of war, terrorism or public enemy. If a Force Majeure prevents a Party from timely performing and/or observing a duty under this Agreement, the passing of time for performing and/or observing such duty shall be suspended until the applicable Force Majeure abates, provided the Party invoking this Subsection (A) gives the other Party prompt notice of such invocation explaining why the applicable Force Majeure prevents timely performance and/or observance of the applicable duty and (B) takes reasonable efforts to mitigate the applicable Force Majeure's effect in order to render such Party able to resume performance and/or observance of the applicable duty as soon as reasonably possible. Notwithstanding the foregoing, this Subsection shall not apply to time periods for Tenant to pay the Fee or any other sum due to Landlord under this Agreement..

(c) If any provision of this Agreement is held invalid or unenforceable with respect to either Party by a court of competent jurisdiction, the remainder of this Agreement, or application of such provision to the other Party or other persons other than those as to whom it is held invalid or unenforceable, shall not be affected and remain valid and enforceable.

(d) Subject to the terms of Paragraph 11 hereof, this Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted transferees and assigns.

(e) This Agreement shall not and cannot be amended or modified except by written instrument executed by both Parties. No custom or practice that may develop between the Parties in the performance or administration of this Agreement shall waive or lessen either Party's duty to strictly perform its duties under this Agreement. Either Party's waiver of the other Party's strict performance under this Agreement shall (i) be effective only if such waiver is granted in writing by the waiving Party and (ii) be presumed to apply solely to the specific instance identified in such writing.

(f) The local laws of the State of Georgia, without regard to this state's choice of law rules, shall exclusively govern the interpretation, application, enforcement, performance of, or any other matter related to, this Agreement, except to the extent such laws are preempted by the laws of the United States of America. The state court of first instance having subject matter jurisdiction in the county in which the Leased Premises is located (the **"Situs Court"**) shall be the exclusive forum for any dispute, proceeding, suit or legal action (collectively, an **"Action"**) by either Party concerning the interpretation, construction, validity, enforcement, performance of, or related in any way to, this Agreement. However, if an Action, or part of an Action, is within the exclusive jurisdiction of the courts of the United States, the United States District Court for the county in which the Leased Premises is located shall be regarded as the Situs Court for such Action. The Parties each consent and submit themselves to the personal jurisdiction of the Situs Court with respect to such Action. Each Party irrevocably waives all objections to jurisdiction or venue in any judicial or non-judicial forum other than the Situs Court. Notwithstanding the foregoing, either Party may (i) bring proceedings in a non-Situs Court forum to enforce a judgment rendered by the Situs Court and (ii) use the enforcement Laws and procedures available in such forum.

(g) This Agreement and the exhibits attached hereto and incorporated hereby embodies the entire agreement between the parties regarding the subject matter hereof and supersedes any and all prior negotiations, expressions of intent, representations, or agreements between the parties hereto, and accordingly there are no oral or written agreements existing between the parties regarding the subject matter hereof, as of the date hereof, which are not expressly set forth herein

Tenant Site Name: WEST DULUTH

and covered hereby. This Agreement may not be amended except by a written instrument duly executed by the parties hereto.

(h) The Parties respectively represent to the other that they have each been represented by counsel and materially participated in this Agreement's negotiation and drafting. Accordingly, this Agreement shall not be construed against or in favor of either Party by reason of responsibility for the drafting or preparation of this Agreement.

(i) Unless otherwise provided in this Agreement, the following rules of construction and interpretation apply to this Agreement: (i) headings and captions are for convenient reference only and in no way define or limit the terms of this Agreement; (ii) use of the word "including" shall not be interpreted to exclude anything else; (iii) use of the words "termination" or "expiration" are interchangeable unless the context requires otherwise; (iv) use of the words "will" and "shall" have the same meaning, are interchangeable unless the context requires otherwise and denote a mandatory obligation; (v) the singular of any word is interchangeable with the plural and vice-versa; (vi) the neuter, masculine and feminine of any word are interchangeable with each other; (vii) whenever a Party's approval or consent is required, such approval or consent shall not be unreasonably withheld, conditioned or delayed; and (viii) each exhibit to this Agreement and each part of Tenant's Information approved by Landlord is an integral part of, and incorporated within, this Agreement.

(j) Each Party, and the person(s) subscribing this Agreement on such Party's behalf, respectively represent and warrant to the other Party that (i) such Party and the person(s) subscribing this Agreement on such Party's behalf each have full power and authority to subscribe and deliver this Agreement; (ii) this Agreement has been executed and delivered by such Party pursuant to all requisite authority and (iii) this Agreement constitutes a valid and binding obligation of such Party, enforceable against such Party in accordance with its terms.

22. **Prior Agreement Terminated.** Landlord and Tenant agree that this Agreement replaces the Original Agreement dated November 3, 1993 by and between Landlord and Pactel Cellular Inc. of Georgia which Original Agreement is referenced internally by Tenant as Contract #NG139. Said Original Agreement is hereby deemed terminated.

23. **Effective Date.** The Effective Date of this Agreement is the date on which this Agreement is last executed by the Parties.

Tenant Site Name: WEST DULUTH

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

LANDLORD:

FULTON COUNTY, GEORGIA



BY: _____
NAME: **ROBERT L. PITTS**
TITLE: **CHAIRMAN**

Date: 4/24/2020

Attest:


Tonya R. Grler, Interim Clerk to the Commission


Approval as to Form:



Office of the County Attorney

TENANT:

CELLCO PARTNERSHIP
d/b/a Verizon Wireless


BY: _____
NAME: Jim Blake
TITLE: Director-Network Field Engineering

Date: 3.21.2020

P:\CAContracts\Land\Verizon\1.22.20.CELL TOWER BASE LEASE - Verizon (DREAM).redlines.docx

EXHIBIT "A"

Telecommunications Tower Location

All that tract or parcel of land lying in Land Lot 152 of the 1st District, 1st Section, Fulton County, Georgia, and being more particularly described as follows:

Beginning at a point located at the intersection of the southwest right-of-way line of Morton Road with the southeast right-of-way line of Jones Bridge Road; running thence along the southwesterly side of Morton Road S57°45'E a distance of 356.62 feet to a point; running thence along a course S42°22'W a distance of 438.68 feet to a point; running thence N47°38'W a distance of 379.98 feet to the southeasterly right-of-way line of Jones Bridge Road; running thence N46°57'E along the southeasterly line of Jones Bridge Road a distance of 380.88 feet to the intersection of the right-of-way line of Jones Bridge Road with the southwesterly right-of-way of Morton Road at the point of beginning. Said property containing 3.43 acres more or less, and being fully shown and described on plat and plan designated as "Proposed Water Storage Facility on Property of Mildred H. Long and Lewis E. Long, Jones Bridge Road and Morton Road", on file in the Public Works Department of Fulton County, Georgia.

Exhibit A

Tenant Site Name: WEST DULUTH

EXHIBIT "B"

Tenant is authorized to install, operate and maintain the following Equipment on the Tower:

The following shall be installed with a centerline of 160' AGL:

- Three (3) Kathrein 80010510V01 / AIR21 Antennas
- Three (3) Amphenol BXA-70063-6CF Antennas
- Six (6) CSS SA-13-86-0D Antennas

- Six (6) Westell AWC-TMA-DD-700-C TMAs
- Six (6) CSS DBC-750 Diplexers
- One (1) Raycap RRFDC-3315-PF-48 Surge Suppressor

- One (1) 1-5/8" Hybrid Fiber Cable
- Twelve (12) 7/8" Coax Lines

Exhibit B

EXHIBIT "C" Page 1 of 2

Tenant Ground Space Area

LEGAL DESCRIPTION

ALL THAT TRACT or parcel of land lying and being in Land Lot 152 of the 1st District, 1st Section, Fulton County, Georgia, and being more particularly described as follows:

TO FIND THE POINT OF BEGINNING, commence at an iron pin found on the intersection of the land lot line common to Land Lots 133 and 152, aforesaid District, Section, and County, with the southeasterly right-of-way line of Jones Bridge Road (a 60-foot wide right-of-way); thence leave said common land lot line and run along said southeasterly right-of-way line of Jones Bridge Road North 45 degrees 29 minutes 51 seconds East a distance of 54.03 feet to an iron pin found; thence continue along said southeasterly right-of-way line of Jones Bridge Road and run North 45 degrees 09 minutes 07 seconds East a distance of 197.80 feet to a point on the centerline of a 20-foot wide access easement; thence leave said southeasterly right-of-way line of Jones Bridge Road and run along said centerline the following courses and distances: South 39 degrees 20 minutes 46 seconds East a distance of 32.28 feet to a point; South 29 degrees 17 minutes 15 seconds East a distance of 41.10 feet to a point; South 17 degrees 17 minutes 23 seconds East a distance of 37.86 feet to a point; South 15 degrees 13 minutes 17 seconds East a distance of 36.23 feet to a point; South 17 degrees 58 minutes 46 seconds East a distance of 34.96 feet to a point; South 32 degrees 41 minutes 01 second East a distance of 36.63 feet to a point; North 68 degrees 30 minutes 14 seconds East a distance of 53.00 feet to a point; North 74 degrees 21 minutes 28 seconds East a distance of 54.97 feet to a point; North 45 degrees 55 minutes 24 seconds West a distance of 23.31 feet to a point which marks the POINT OF BEGINNING; FROM THE POINT OF BEGINNING AS THUS ESTABLISHED, thence leaving said centerline and running South 44 degrees 04 minutes 36 seconds West a distance of 6.00 feet to an iron pin set; running thence North 45 degrees 55 minutes 24 seconds West a distance of 25.00 feet to an iron pin set; running thence North 44 degrees 04 minutes 36 seconds East a distance of 12.00 feet to an iron pin set; running thence South 45 degrees 55 minutes 24 seconds East a distance of 25.00 feet to an iron pin set; running thence South 44 degrees 04 minutes 36 seconds West a distance of 6.00 feet to a point which marks THE POINT OF BEGINNING; said tract being shown as containing 0.007 acre or 300.0 square feet on a Land Title Survey for PacTel Cellular Inc. of Georgia prepared by Registered Land Surveyors, Inc., certified by Claude S. Brown, Georgia Registered Land Surveyor No. 2420, dated June 7, 1993.

EXHIBIT "D" Page 1 of 2

Tenant Access Easement

LEGAL DESCRIPTION

20-FOOT WIDE ACCESS EASEMENT

ALL THAT TRACT or parcel of land lying and being in Land Lot 152 of the 1st District, 1st Section, Fulton County, Georgia, being a 20-foot wide strip of land, the centerline of which being more particularly described as follows:

TO FIND THE POINT OF BEGINNING, commence at an iron pin found on the intersection of the land lot line common to Land Lots 133 and 152, aforesaid District, Section, and County, with the southeasterly right-of-way line of Jones Bridge Road (a 60-foot wide right-of-way); thence leave said common land lot line and run along said southeasterly right-of-way line of Jones Bridge Road North 45 degrees 29 minutes 51 seconds East a distance of 54.03 feet to an iron pin found; thence continue along said southeasterly right-of-way line of Jones Bridge Road and run North 45 degrees 09 minutes 07 seconds East a distance of 197.80 feet to a point which marks the POINT OF BEGINNING; FROM THE POINT OF BEGINNING AS THUS ESTABLISHED, thence leaving said southeasterly right-of-way line of Jones Bridge Road and running the following courses and distances: South 39 degrees 20 minutes 46 seconds East a distance of 32.28 feet to a point; South 29 degrees 17 minutes 15 seconds East a distance of 41.10 feet to a point; South 17 degrees 17 minutes 23 seconds East a distance of 37.86 feet to a point; South 15 degrees 13 minutes 17 seconds East a distance of 36.23 feet to a point; South 17 degrees 58 minutes 46 seconds East a distance of 34.96 feet to a point; South 32 degrees 41 minutes 01 second East a distance of 36.63 feet to a point; North 68 degrees 30 minutes 14 seconds East a distance of 53.00 feet to a point; North 74 degrees 21 minutes 28 seconds East a distance of 54.97 feet to a point; North 45 degrees 55 minutes 24 seconds West a distance of 23.31 feet to a point which marks the termination of said centerline; said property being shown as a 20-foot wide access easement on a Land Title Survey for PacTel Cellular Inc. of Georgia prepared by Registered Land Surveyors, Inc., certified by Claude S. Brown, Georgia Registered Land Surveyor No. 2420, dated June 7, 1993.

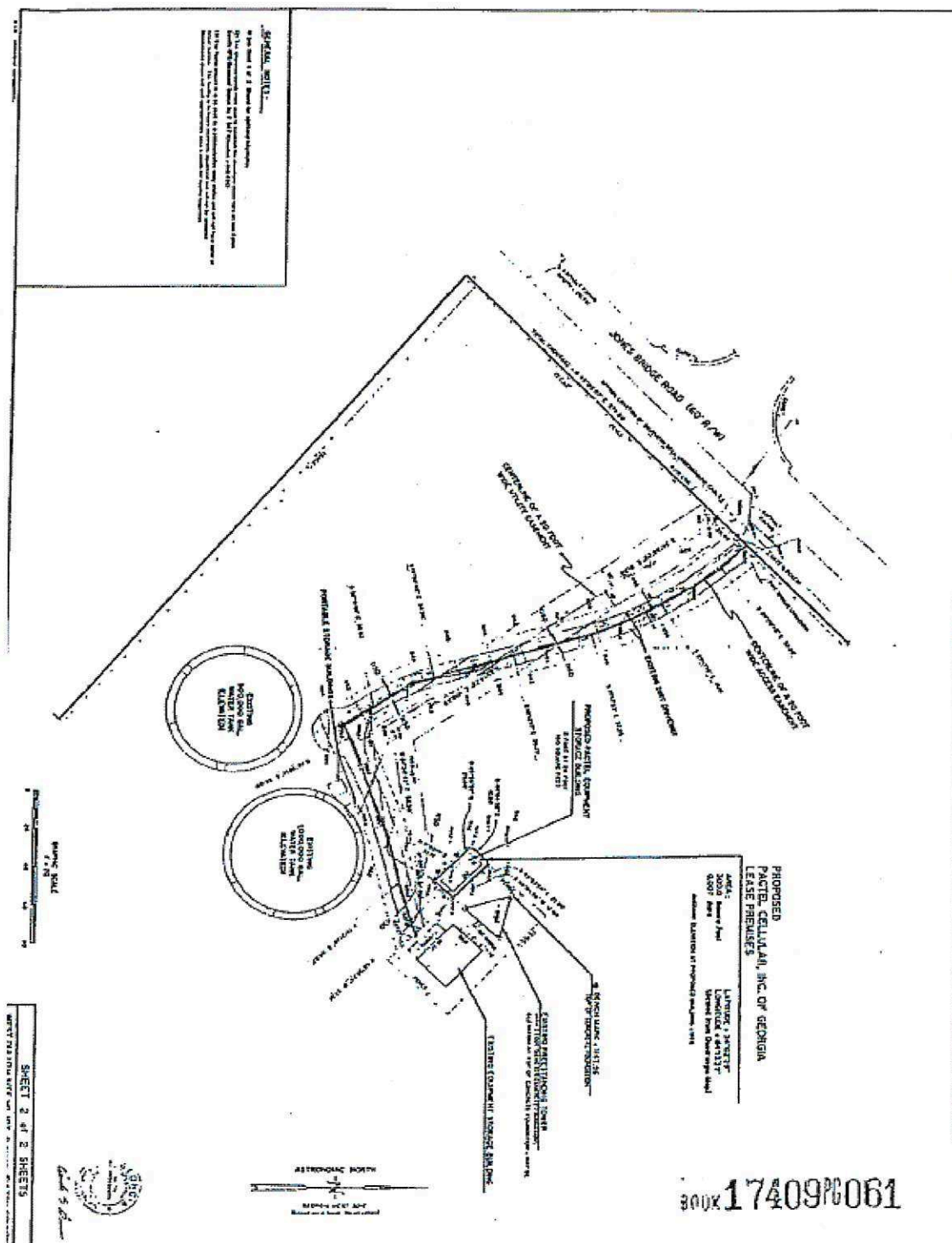
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Tenant Site Name: WEST DULUTH

EXHIBIT "D" Page 2 of 2

Tenant Access Easement

DEPICTION



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EXHIBIT "E" Page 1 of 2

Tenant Utility Easement

LEGAL DESCRIPTION

20-FOOT WIDE UTILITY EASEMENT

ALL THAT TRACT or parcel of land lying and being in Land Lot 152 of the 1st District, 1st Section, Fulton County, Georgia, being a 20-foot wide strip of land, the centerline of which being more particularly described as follows:

TO FIND THE POINT OF BEGINNING, commence at an iron pin found on the intersection of the land lot line common to Land Lots 133 and 152, aforesaid District, Section, and County, with the southeasterly right-of-way line of Jones Bridge Road (a 60-foot wide right-of-way); thence leave said common land lot line and run along said southeasterly right-of-way line of Jones Bridge Road North 45 degrees 29 minutes 51 seconds East a distance of 54.03 feet to an iron pin found; thence continue along said southeasterly right-of-way line of Jones Bridge Road and run North 45 degrees 09 minutes 07 seconds East a distance of 177.32 feet to a point which marks the POINT OF BEGINNING; FROM THE POINT OF BEGINNING AS THUS ESTABLISHED, thence leaving said southeasterly right-of-way line of Jones Bridge Road and running the following courses and distances: South 34 degrees 36 minutes 20 seconds East a distance of 91.95 feet to a power pole; South 35 degrees 14 minutes 22 seconds East a distance of 100.39 feet to a power pole; North 81 degrees 38 minutes 45 seconds East a distance of 58.56 feet to a power pole; North 31 degrees 03 minutes 19 seconds East a distance of 24.19 feet to a point which marks the termination of said centerline; said tract being shown as a 20-foot wide utility easement on a Land Title Survey for PacTel Cellular Inc. of Georgia prepared by Registered Land Surveyors, Inc., certified by Claude S. Brown, Georgia Registered Land Surveyor No. 2420, dated June 7, 1993.

18564102v2

DEPICTION

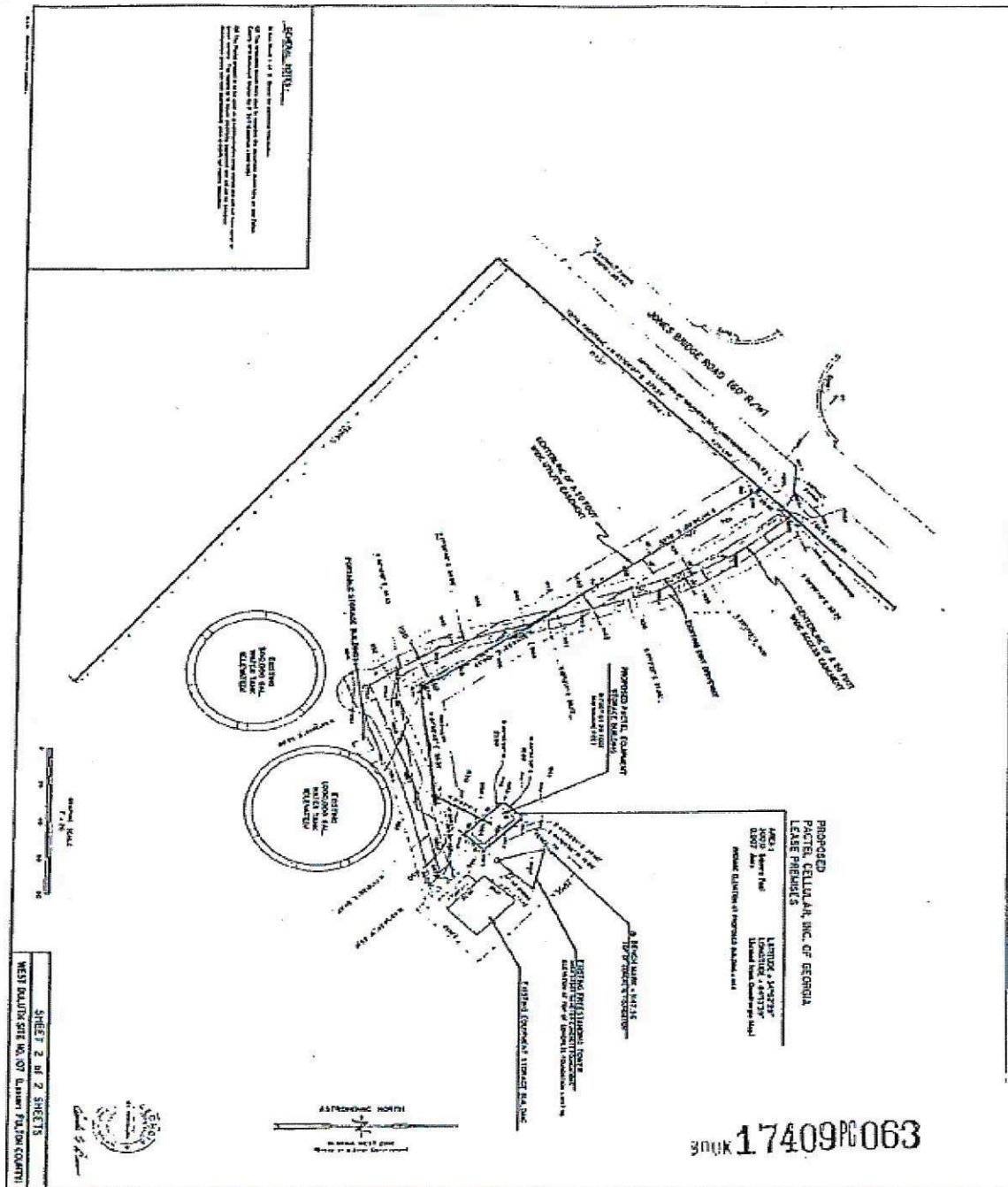


EXHIBIT "F" Page 1 of 2

Fulton County Code § 172-63

Sec. 172-63. - Leasing county-owned buildings and structures for location of telecommunications antennas.

- (a) The purpose of this section is to establish general requirements for the leasing of space on buildings and structures owned by Fulton County for the siting of telecommunications antennas. The board of commissioners finds that leasing space on county-owned buildings and structures for installation of telecommunications antennas may:
 - (1) Encourage the location of antennas in such a way as to minimize the total number of telecommunications towers throughout the community;
 - (2) Encourage users of antennas to locate them, to the extent possible, in areas where the adverse impact on the community is minimal; and
 - (3) Enhance the ability of the providers of telecommunication services to provide such services to the community quickly, effectively and efficiently.
- (b) Subject to approval by the board of commissioners, a lease agreement entered into with a telecommunications provider for installation of a telecommunications antenna on a county-owned building or structure shall generally make provision for the following:
 - (1) The telecommunications provider shall pay a customary rent which shall be recommended by Fulton County staff for all but the most unusual county-owned buildings or structures.
 - (2) The telecommunications provider shall be guaranteed appropriate access to the antenna for the life of the lease agreement, but the provider shall agree in advance to necessary changes in access (at no cost to Fulton County) which may be later reasonably required by Fulton County.
 - (3) The lease agreement shall provide for removal of the antenna and accessory structures by the telecommunications provider at the close of the lease or in the case of abandonment of the antenna.
 - (4) The lease agreement shall not prevent the sale of the building or structure by Fulton County, provided that any such sale shall be subject to the lease agreement.
 - (5) The lease agreement shall provide that Fulton County may reasonably require relocation of the antenna to another location upon the building or structure, or relocation to a different county-owned building or structure.
 - (6) Prior to preparation of the lease agreement, Fulton County staff shall ensure that the proposed installation of a telecommunications antenna will not conflict with any utilization of the building or structure by Fulton County.
 - (7) The lease agreement shall provide for indemnification of Fulton County in a form satisfactorily to the county attorney.
 - (8) The lease agreement shall require the lessee to comply with all applicable federal, state, and local ordinances, regulations and statutes, and shall provide that Fulton County may review and approve any plans and specifications prior to installation of the antenna.
 - (9) The lease agreement shall require insurance, including, but not limited to, coverage for public liability and property damage, in a form and amount satisfactory to Fulton County.
 - (10) If determined by the county attorney to be more advantageous to Fulton County, the agreement shall instead be in the form of a license or easement, provided that the foregoing guidelines are adhered to.

Tenant Site Name: WEST DULUTH

- (11) A duly-noticed public hearing shall be held by the board of commissioners prior to approval of any lease agreement for installation of a telecommunications antenna on a county-owned building or structure.
- (c) Notice of the public hearing shall be given at least 15 days prior to the date of the board of commissioners hearing and shall be published in a newspaper of general circulation. The development services department shall post a sign in a conspicuous location on each public street frontage of the subject property, and shall give notice by regular mail to all property owners within 300 feet of the boundaries of the property who appear on the tax records of Fulton County. The published notice shall contain the time, place, and purpose of the board of commissioners hearing and the location of the property. Notice shall not be considered inadequate if the signs are removed or mail not delivered.

(96-1115, 10-16-96); Res. of 5-7-97, § 3)

*Recording prepared by
and after recording return to:*

Jeffrey M. Clark
Miller & Martin, PLLC
401 Commerce Street, Suite 720
Nashville, TN 37219

Cross Reference:
Deed Book 17409, Page 049

Tenant Site Name: WEST DULUTH
Parcel Ref No.: 11 038001510343

FULTON County, Georgia

MEMORANDUM OF CELL TOWER LEASE AGREEMENT

This Memorandum of an Cell Tower Lease Agreement (“**Memorandum**”) is entered into on this ____ day of _____, 2020, by and between **FULTON COUNTY, GEORGIA**, a political subdivision of the State of Georgia, with a mailing address of 141 Pryor Street, Suite G119, Atlanta, Georgia 30303 (hereinafter referred to as “**Landlord**”) and **CELLCO PARTNERSHIP**, a Delaware general partnership d/b/a Verizon Wireless, with its principal office at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920 (hereinafter referred to as “**Tenant**”).

1. Landlord and Pactel Cellular Inc. of Georgia (“Original Tenant”) entered into that certain Lease Agreement dated November 3, 1993 (“Original Agreement”) and recorded in Deed Book 17409 Page 049, for space on Landlord’s tower, along with 300 square feet of ground space, together with easements for ingress, egress and utilities thereto as more particularly described in the Original Agreement.
2. Tenant is the successor in interest to Original Tenant.
3. Landlord and Tenant entered into that certain Tower Lease Agreement dated of even date herewith (the “**Lease**”) replacing the Original Agreement and documenting Tenant’s right to install, operate and maintain certain wireless communications

equipment on Landlord's tower, along with the lease of 300 square feet of ground space, together with easements for ingress, egress and utilities thereto as such ground space and easements are more particularly described in Exhibit "A" attached hereto and made a part hereof.

4. Landlord shall lease the Premises to Tenant for an initial lease term of Ten (10) years commencing on March 1, 2020. The Lease provides for renewal terms that may extend the term of the Lease for up to Two (2) additional Five (5) year terms which may be exercised upon the terms and conditions as set forth in the Lease.
5. This Memorandum has been prepared to provide notice that the site is subject to the terms and conditions of the Lease which terms are hereby incorporated by reference into this Memorandum.
6. This Memorandum is not intended to amend or modify, and shall not be deemed or construed as amending or modifying, any of the terms, conditions or provisions of the Lease, all of which are hereby ratified and affirmed. In the event of a conflict between the provisions of this Memorandum and the provisions of the Lease, the provisions of the Lease shall control.
7. The terms, covenants, and provisions of the Lease of which this is a Memorandum shall extend to and be binding upon the respective executors, administrators, heirs, successors and assigns of Landlord and Tenant.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have entered into this Memorandum as of the date first written above.

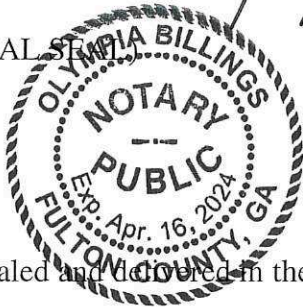
Signed, sealed and delivered in the presence of: **LANDLORD:**

FULTON COUNTY, GEORGIA

DeMarco Powell
Witness

DeMarco Powell
Print Witness Name

[Signature]
Notary Public
My Commission Expires: 4/16/2024
(NOTARIAL SEAL)



Signed, sealed and delivered in the presence of:

[Signature]
Witness

MICHAEL HAGGERTY
Print Witness Name

[Signature]
Notary Public
My Commission Expires: 5-8-2023



By: [Signature]
Name: ROBERT L. PITTS
Title: CHAIRMAN
Date: 4/24/2020

[Signature]
Tonya R. Gridg, Interim Clerk of the
Commission

Approval as to Form
[Signature]
Office of the County Attorney



TENANT:

CELLCO PARTNERSHIP d/b/a Verizon Wireless

By: [Signature]
Name: Jim Blake
Title: Director-Network Field Engineering
Date: 3.20.2020

Exhibit A (Page 1 of 3)

Legal Description of Tenant Ground Space Area

ALL THAT TRACT or parcel of land lying and being in Land Lot 152 of the 1st District, 1st Section, Fulton County, Georgia, and being more particularly described as follows:

TO FIND THE POINT OF BEGINNING, commence at an iron pin found on the intersection of the land lot line common to Land Lots 133 and 152, aforesaid District, Section, and County, with the southeasterly right-of-way line of Jones Bridge Road (a 60-foot wide right-of-way); thence leave said common land lot line and run along said southeasterly right-of-way line of Jones Bridge Road North 45 degrees 29 minutes 51 seconds East a distance of 54.03 feet to an iron pin found; thence continue along said southeasterly right-of-way line of Jones Bridge Road and run North 45 degrees 09 minutes 07 seconds East a distance of 197.80 feet to a point on the centerline of a 20-foot wide access easement; thence leave said southeasterly right-of-way line of Jones Bridge Road and run along said centerline the following courses and distances: South 39 degrees 20 minutes 46 seconds East a distance of 32.28 feet to a point; South 29 degrees 17 minutes 15 seconds East a distance of 41.10 feet to a point; South 17 degrees 17 minutes 23 seconds East a distance of 37.86 feet to a point; South 15 degrees 13 minutes 17 seconds East a distance of 36.23 feet to a point; South 17 degrees 58 minutes 46 seconds East a distance of 34.96 feet to a point; South 32 degrees 41 minutes 01 second East a distance of 36.63 feet to a point; North 68 degrees 30 minutes 14 seconds East a distance of 53.00 feet to a point; North 74 degrees 21 minutes 28 seconds East a distance of 54.97 feet to a point; North 45 degrees 55 minutes 24 seconds West a distance of 23.31 feet to a point which marks the POINT OF BEGINNING; FROM THE POINT OF BEGINNING AS THUS ESTABLISHED, thence leaving said centerline and running South 44 degrees 04 minutes 36 seconds West a distance of 6.00 feet to an iron pin set; running thence North 45 degrees 55 minutes 24 seconds West a distance of 25.00 feet to an iron pin set; running thence North 44 degrees 04 minutes 36 seconds East a distance of 12.00 feet to an iron pin set; running thence South 45 degrees 55 minutes 24 seconds East a distance of 25.00 feet to an iron pin set; running thence South 44 degrees 04 minutes 36 seconds West a distance of 6.00 feet to a point which marks THE POINT OF BEGINNING; said tract being shown as containing 0.007 acre or 300.0 square feet on a Land Title Survey for PacTel Cellular Inc. of Georgia prepared by Registered Land Surveyors, Inc., certified by Claude S. Brown, Georgia Registered Land Surveyor No. 2420, dated June 7, 1993.

Exhibit A (Page 2 of 3)

Legal Description of Tenant Access Easement

20-FOOT WIDE ACCESS EASEMENT

ALL THAT TRACT or parcel of land lying and being in Land Lot 152 of the 1st District, 1st Section, Fulton County, Georgia, being a 20-foot wide strip of land, the centerline of which being more particularly described as follows:

TO FIND THE POINT OF BEGINNING, commence at an iron pin found on the intersection of the land lot line common to Land Lots 133 and 152, aforesaid District, Section, and County, with the southeasterly right-of-way line of Jones Bridge Road (a 60-foot wide right-of-way); thence leave said common land lot line and run along said southeasterly right-of-way line of Jones Bridge Road North 45 degrees 29 minutes 51 seconds East a distance of 54.03 feet to an iron pin found; thence continue along said southeasterly right-of-way line of Jones Bridge Road and run North 45 degrees 09 minutes 07 seconds East a distance of 197.80 feet to a point which marks the POINT OF BEGINNING; FROM THE POINT OF BEGINNING AS THUS ESTABLISHED, thence leaving said southeasterly right-of-way line of Jones Bridge Road and running the following courses and distances: South 39 degrees 20 minutes 46 seconds East a distance of 32.28 feet to a point; South 29 degrees 17 minutes 15 seconds East a distance of 41.10 feet to a point; South 17 degrees 17 minutes 23 seconds East a distance of 37.86 feet to a point; South 15 degrees 13 minutes 17 seconds East a distance of 36.23 feet to a point; South 17 degrees 58 minutes 46 seconds East a distance of 34.96 feet to a point; South 32 degrees 41 minutes 01 second East a distance of 36.63 feet to a point; North 68 degrees 30 minutes 14 seconds East a distance of 53.00 feet to a point; North 74 degrees 21 minutes 28 seconds East a distance of 54.97 feet to a point; North 45 degrees 55 minutes 24 seconds West a distance of 23.31 feet to a point which marks the termination of said centerline; said property being shown as a 20-foot wide access easement on a Land Title Survey for PacTel Cellular Inc. of Georgia prepared by Registered Land Surveyors, Inc., certified by Claude S. Brown, Georgia Registered Land Surveyor No. 2420, dated June 7, 1993.

Exhibit A (Page 3 of 3)

Legal Description of Tenant Utility Easement

20-FOOT WIDE UTILITY EASEMENT

ALL THAT TRACT or parcel of land lying and being in Land Lot 152 of the 1st District, 1st Section, Fulton County, Georgia, being a 20-foot wide strip of land, the centerline of which being more particularly described as follows:

TO FIND THE POINT OF BEGINNING, commence at an iron pin found on the intersection of the land lot line common to Land Lots 133 and 152, aforesaid District, Section, and County, with the southeasterly right-of-way line of Jones Bridge Road (a 60-foot wide right-of-way); thence leave said common land lot line and run along said southeasterly right-of-way line of Jones Bridge Road North 45 degrees 29 minutes 51 seconds East a distance of 54.03 feet to an iron pin found; thence continue along said southeasterly right-of-way line of Jones Bridge Road and run North 45 degrees 09 minutes 07 seconds East a distance of 177.32 feet to a point which marks the POINT OF BEGINNING; FROM THE POINT OF BEGINNING AS THUS ESTABLISHED, thence leaving said southeasterly right-of-way line of Jones Bridge Road and running the following courses and distances: South 34 degrees 36 minutes 20 seconds East a distance of 91.95 feet to a power pole; South 35 degrees 14 minutes 22 seconds East a distance of 100.39 feet to a power pole; North 81 degrees 38 minutes 45 seconds East a distance of 58.56 feet to a power pole; North 31 degrees 03 minutes 19 seconds East a distance of 24.19 feet to a point which marks the termination of said centerline; said tract being shown as a 20-foot wide utility easement on a Land Title Survey for PacTel Cellular Inc. of Georgia prepared by Registered Land Surveyors, Inc., certified by Claude S. Brown, Georgia Registered Land Surveyor No. 2420, dated June 7, 1993.