OPTION AND LEASE AGREEMENT

THIS OPTION AND LEASE AGREEMENT ("Agreement") is made this day of day of commissioners of Effingham County, Georgia ("Optionor") and Powertel/Atlanta, Inc. ("Optionee").

L OPTION TO LEASE

- l. Grant of Ontion. For good and valuable consideration and the mutual promises herein set forth Optionor hereby gives and grants unto Optionee and its assigns, an exclusive and irrevocable option to lease a certain parcel or parcels of real property more particularly described on Exhibit "A" attached hereto ("Property") together with an easement for ingress, egress and utilities for the duration of the lease on the property which is more particularly described on Exhibit "B" attached hereto ("Easement"). Optionor agrees and acknowledges that Optionee may at Optionee's sole cost and expense have a metes and bounds survey prepared of the Property and the Easement and that the legal description of the Property and the Easement as shown on the survey shall thereafter become the legal description of the Property and the Easement.
- 2. Option Initial Term. The initial term of this Option shall be for six (6) months from the date this Option is executed by Optionee ("Option Initial Term").
- 3. <u>Consideration for Option</u>. Consideration for the Initial Term of the Option granted hereunder shall be Five Hundred and No/100 Dollars (\$500.00) ("Option Consideration"). This payment by Optionee to Optionor shall be credited in full to the first year's rental payment due Optionor if this Option is exercised by Optionee.
- 4. Extension of Option. This Option can be extended at the discretion of Optionee for no (0) additional period(s) of six (6) months each ("Option Renewal Term(s)") by Optionee paying to Optionor the additional consideration of N/A and N/A/100 Dollars (\$N/A) prior to the expiration of the then existing term of this Option. Any consideration paid by Optionee to extend the term of this Option shall be credited in full to the first year's rental due Optionor if this Option is exercised by Optionee.
- 5. Optioner's Representations and Warranties. As an inducement for Optionee to enter into and be bound by the terms of this Option, Optioner represents and warrants to Optionee and Optionee's successors and assigns that:
- (a) Optionor has good and marketable title to the Property and the Easement free and clear of all liens and encumbrances other than those liens and encumbrances shown on Exhibit "C" attached hereto. Optionee may at Optionee's sole cost and expense procure an abstract of title or a commitment to issue a policy of title insurance on the Property. In the event that Optionee objects to any defect or cloud on title to the Property, Optionee may declare this Option and any obligation of Optionee to lease the Property or acquire the Easement to be void and of no further

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INA013-161 Springfield Site Site # SV973 force or effect whereupon this Option shall become null and void and there shall be no further liability of Optioner to Optionor.

- (b) Optionor has the authority to enter into and be bound by the terms of this Option;
- (c) There are no pending or threatened administrative actions including bankruptcy or insolvency proceedings under state or federal law, suits, claims or causes of action against Optionor or which may otherwise affect the Property; and
- (d) The Property is not presently subject to an option, lease or other contract which may adversely affect Optionor's ability to fulfill its obligations under this Option and Optionor covenants that it shall not grant an option or enter into any contract which will affect the Property or the Easement until this Option expires or is terminated by Optionee.

These representations and warranties of Optionor shall survive the exercise of the Option and the closing anticipated by the exercise of this Option.

- 6. <u>Taxes</u>. Any ad valorem taxes or other special assessment taxes attributable to the Property and the Easement during the Initial Term and any Renewal Term of the Option shall be paid by Optionor.
- 7. <u>Liquidated Damages</u>. In the event the closing does not occur due to a default or breach of this Option by Optionee, Optionor's damages shall be fixed and liquidated to the sums paid by Optionee to Optionor as consideration for this Option. Optionor hereby expressly waives any other remedies it may have for a breach of this Option by Optionee including specific performance and damages for breach of contract.
- 8. <u>Inspections and Investigations</u>. Optionor hereby grants to Optionee, its officers, agents, employees and independent contractors the right and privilege to enter upon the Property and the Easement at any time after the date of this Option, to perform or cause to be performed test borings of the soil, environmental audits, engineering studies and to conduct a survey of the Property and the Easement. Optionor shall provide Optionee with any necessary keys or access codes to the Property if needed for ingress and egress, Optionee shall not unreasonably interfere with Optionor's use of the Property or the Easement in conducting these activities.
- 9. <u>Further Acts</u>. Optionor shall cooperate with Optionee in executing any documents necessary to protect Optionee's rights under this Option or Optionee's use of the Property and the Easements and to take such action as Optionee may reasonably require to effect the intent of this Option. Optionor hereby irrevocably appoints Optionee or Optionee's agent as Optionor's agent to file applications on behalf of Optionor with federal, state and local governmental authorities which applications relate to Optionee's intended use of the Property including but not limited to land use and zoning applications.

II. LEASE AGREEMENT

- 10. Exercise of Option. Upon the tender of written notice of Optionee's intent to exercise the Option, the terms of this Agreement applying to the lease of the Property and grant of the Easements shall govern the relationship of the parties and Optionor shall thereafter be referred to as Lessor and Optionee shall thereafter be referred to as Lessee. The date of the written notice to exercise the Option shall constitute the commencement date of the Lease ("Commencement Date").
- 11. <u>Use</u>. The Property may be used by Lessee for the transmission and receipt of wireless communication signals in any and all frequencies and the construction and maintenance of towers, antennas, or buildings, and related facilities and activities. Lessor agrees to cooperate with Lessee in obtaining, at Lessee's expense, all licenses and permits required for Lessee's use of the Property (the "Governmental Approvals"). Lessee may construct additional improvements, demolish and reconstruct improvements, or restore replace and reconfigure improvements at any time during the Initial Term or any Renewal Term of this Lease.
- 12. <u>Initial Term.</u> The term of this Lease shall be four (4) years commencing on the Commencement Date, as that term is defined in paragraph 10, and terminating on the fourth anniversary of the Commencement Date ("Initial Term").
- 13. Renewal Terms. Lessee shall have the right to extend this Lease for five (5) additional four (4) year terms ("Renewal Terms"). Each Renewal Term shall be on the same terms and conditions as set forth in this Lease except that Rent shall increase as provided in paragraph 14(c). This Lease shall automatically be renewed for each successive Renewal Term unless Lessee notifies Lessor of Lessee's intention not to renew the Lease at least 90 days prior to the expiration of the Initial Term or the Renewal Term which is then in effect.

14. Consideration.

- (a) Upon the Commencement Date, Lessee shall pay Lessor the sum of Seven Thousand and No /100 Dollars (\$7,000.00) per annum as rental ("Rent"). Rent shall be payable on the Commencement Date in advance and on each anniversary of the Commencement Date thereafter to Lessor at Lessor's address as specified in Paragraph 27 below;
- (b) If this Lease is terminated at a time other than on the anniversary of the Commencement Date, Rent shall be prorated as of the date of termination ("Termination Date"), and in the event of termination for any reason other than nonpayment of Rent, all Rents paid in advance of the Termination Date for that period after the Termination Date shall be refunded to Lessee; and
- (c) In the event that Lessee elects to renew this Lease as provided in paragraph 13, Rent shall accrue during the Renewal Terms in accordance with the following schedule:

First Renewal Term

\$ 8,400.00 per annum

Option and Lease Powertel/Atlanta, Inc. Second Renewal Term
Third Renewal Term
Fourth Renewal Term

\$10,080.00 per annum \$12,096.00 per annum \$14,515.00 per annum

- Lessor's Representations and Warranties. Lessor represents and warrants that Lessee's intended use of the Property as a site for the transmission and receipt of wireless communication signals; for the construction and maintenance of towers, antennas or buildings; and related facilities ("Intended Use") is not prohibited by any covenants, restrictions, reciprocal easements, servitudes, subdivision rules or regulations. Lessor further represents and warrants that there are no easements, licenses, rights of use or other encumbrances on the Property which will interfere with or constructively prohibit Lessee's Intended Use of the Property. Lessor further represents and warrants that the execution of this Lease by Lessor will not cause a breach or an event of default of any other agreement to which Lessor is a party.
- 16. <u>Conditions Subsequent</u>. In the event that Lessee's Intended Use of the Property is actually or constructively prohibited through no fault of Lessee or the Property is, in Lessee's opinion, unacceptable to Lessee then this Lease shall terminate and be of no further force or effect and Lessee shall be entitled to a refund from Lessor of any deposits or Rent paid in advance to Lessor which sums were paid prior to the date upon which Lessee gives Lessor notice of its intent to terminate this Lease pursuant to this paragraph.
- 17. Interference. Lessor shall provide Lessee with advance written notice before Lessor uses or grants other persons or entities a lease, license or other right of use of any portion of adjacent real property owned by Lessor for activities which might reasonably be anticipated to cause interference with Lessee's wireless communications activities. Said notice shall set forth the type of activity proposed to be conducted and, if the activity involves the receipt and transmission of wireless communications signals, the frequency of operation and location of said equipment. Lessee shall have a period of thirty (30) days from the date of receipt of said notice to conduct an intermodulation analysis of the proposed use. In the event that Lessee can demonstrate with objective, technical data or information that the proposed use shall cause interference with the operation of the Equipment, Lessor shall not permit the proposed use to be conducted. In the event that Lessor enters into an agreement for such a use, Lessor shall require that such persons or entities rectify any interference to Lessee's Wireless Communications Activities caused directly or indirectly by its activities on the adjacent property within forty-eight (48) hours.

18. Improvements: Utilities: Access.

(a) Lessee shall have the right, at Lessee's sole cost and expense, to erect and maintain on the Property improvements, personal property and facilities, including without limitation, towers, a structural tower base, radio transmitting and receiving antennas, communications equipment, an equipment cabinet or shelter and related facilities (collectively the "Tower Facilities"). The Tower Facilities shall remain the exclusive property of the Lessee throughout the term and upon termination of this Lease. Lessee shall have the obligation to remove all of the above ground portions of the Tower Facilities following any termination of this Lease. Lessor grants Lessee the right to clear all trees, undergrowth, or other obstructions and to trim, cut,

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INA013-161 Springfield Site Site # SV973 and keep trimmed and cut all tree limbs which may interfere with or fall upon Lessee's tower or Lessee's other improvements, communications equipment or Easement rights. Lessor grants Lessee a non-exclusive easement in, over, across and through other real property owned by Lessor as reasonably required for construction, installation, maintenance, and operation of the Tower Facilities. In the event that the tower to be constructed by Lessee on the Property is a guyed tower, Lessor also grants Lessee an easement over Lessor's real property during the Initial Term and any Renewal Term of this Lease for any guy wires and guy wire anchors.

- (b) Lessee shall have the right to install utilities, at Lessee's expense, and to improve present utilities on the Property (including but not limited to the installation of emergency power generators). Lessee shall have the right to permanently place utilities on (or to bring utilities across or under) the Easement to service the Property and the Tower Facilities. In the event that utilities necessary to serve the equipment of Lessee or the equipment of Lessee's licensee(s) or sublessee(s) cannot be located within the Easement for ingress and egress, Lessor agrees to cooperate with Lessee and to act reasonably in allowing the location of utilities on other real property owned by Lessor without requiring additional compensation from Lessee or Lessee's licensee(s) or sublessee(s). Lessor shall, upon Lessee's request, execute a separate written easement to the utility company providing the service or Lessee in a form which may be filed of record evidencing this right
- (c) Lessor represents and warrants to Lessee that Lessee shall at all-times during this Lease enjoy ingress, egress, and access from the Property to an open and improved public road which presently exists and which Easement shall be adequate to service the Property and the Tower Facilities. If no such public road exists or ceases to exist in the future, Lessor will grant an appropriate easement to Lessee, Lessee's sublessees and assigns so that Lessee may, at its own expense, construct a suitable private access drive to the Property and the Tower Facilities. To the degree such access is across other property owned by Lessor, Lessor shall execute an easement evidencing this right and Lessor shall maintain access to the Easement in a free and open condition so that no interference is caused to Lessee by other lessees, licensees, invitees or agents of the Lessor which may utilize the Easement.
- 19. <u>Termination</u>. Except as otherwise provided herein, this Lease may be terminated, without any penalty or further liability upon written notice as follows:
- (a) By either party upon a default of any covenant or term hereof by the other party which default is not cured within 60 days of receipt of written notice of default (without, however, limiting any other rights available to the parties pursuant to any other provisions hereof); provided, that if the defaulting party commences efforts to cure the default within such period the non-defaulting party shall no longer be entitled to declare a default;
- (b) Upon 30 days' written notice by Lessee to Lessor if Lessee is unable to obtain or maintain through no fault of Lessee any license, permit or other Governmental Approval necessary to the construction and operation of the Tower Facilities or Lessee's business; or
- (c) By Lessee for any reason or no reason at all upon six (6) months advance written notice from Lessee to Lessor.

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Section Comments

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- 20. <u>Subleases</u>. Lessee at its sole discretion shall have the right without any need to obtain the consent of Lessor to license or sublease all or a portion of the Property and the Tower Facilities to others whose business includes the provision of wireless communication services. Lessee's licensee(s) and sublessee(s) shall be entitled to modify the Tower and to erect additional improvements on the Property including but not limited to antennas, dishes, cabling, additional storage buildings or equipment shelters on the Property as are reasonably required for the operation and maintenance of the communications equipment to be installed on the Property by said licensee(s) and sublessee(s) together with rights of ingress and egress to the Property and the right to install utilities on the Property as if said licensee or sublessee were the Lessee under this Lease.
- 21. Taxes. Lessee shall pay any personal property taxes assessed on, or any portion of such taxes attributable to, the Tower Facilities. Lessor shall pay when due all real property taxes and all other fees and assessments attributable to the Property. Lessee shall pay as additional Rent any increase in real property taxes levied against Property which are directly attributable to Lessee's use of the Property and Lessor agrees to furnish proof of such increase to Lessee. In the event that Lessor fails to pay when due any taxes affecting the Property or the Easement, Lessee shall have the right but not the obligation to pay such taxes and deduct the full amount of the taxes paid by Lessee on Lessor's behalf from future installments of Rent.
- 22. <u>Destruction of Premises</u>. If the Property or the Tower Facilities are destroyed or damaged so as to hinder the effective use of the Tower Facilities in Lessee's judgment, Lessee may elect to terminate this Lease as of the date of the damage or destruction by so notifying the Lessor. In such event, all rights and obligations of Lessee to Lessor shall cease as of the date of the damage or destruction and Lessee shall be entitled to the reimbursement of any Rent prepaid by Lessee.
- 23. <u>Condemnation</u>. If a condemning authority takes all of the Property, or a portion sufficient in Lessee's determination, to render the Property in the opinion of Lessee unsuitable for the use which Lessee was then making of the Property, this Lease shall terminate as of the date the title vests in the condemning authority. Lessor and Lessee shall share in the condemnation proceeds in proportion to the values of their respective interests in the Property (which for Lessee shall include, where applicable, the value of its Tower Facilities, moving expenses, prepaid rent and business dislocation expenses). A sale of all or part of the Property to a purchaser with the power of eminent domain in the face of the exercise of eminent domain power shall be treated as a taking by condemnation for the purposes of this paragraph.
- 24. <u>Insurance.</u> Lessee shall purchase and maintain in full force and effect throughout the Initial Term and any Renewal Term such public liability and property damage policies as Lessee may deem necessary. Said policy of general liability insurance shall provide a combined single limit of \$2,000,000 and shall name Lessor as an additional insured.
- 25. Environmental Compliance. Lessor warrants and represents that, to the best of Lessor's knowledge, the Property, the Easement and the improvements thereon are free of contaminants, oils, asbestos, PCB's, hazardous substances or wastes as defined by federal, state or local environmental laws, regulations or administrative orders or other materials the removal of which is required or the maintenance of which is prohibited, regulated or penalized by any federal,

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Option and Lease Powertel/Atlanta, Inc. state or local government authority ("Hazardous Materials"). This Lease shall at the option of Lessee terminate be void and of no further force or effect if Hazardous Materials are discovered to exist on the Property through no fault of Lessee after Lessee takes possession of the Property and Lessee shall be entitled to a refund of all the consideration given Lessor under this Lease.

26. Environmental Indemnities.

- (a) Lessot, its heirs, grantees, successors, and assigns shall indemnify, defend, reimburse and hold harmless Lessee from and against any and all environmental damages arising from the presence of Hazardous Materials upon, about or beneath the Property or migrating to or from the Property or arising in any manner whatsoever out of the violation of any environmental requirements pertaining to the Property and any activities thereon, which conditions exist or existed prior to or at the time of the execution of this Lease or which may occur at any time in the future through no fault of Lessee.
- 27. <u>Notices</u>. All notices, requests, demands and other communications hereunder shall be in writing and shall be deemed given if personally delivered or mailed, certified mail, return receipt requested, to the following addresses:

If to Lessor, to:

Assistant Administrator Board Of Commissioners of Effingham County P. O. Box 307 Springfield, GA 31329

If to Lessee, to:

Powertel/Atlanta, Inc. 1233 O.G. Skinner Drive West Point, GA 38133 Attn.: Legal Department

- 28. <u>Title and Quiet Enjoyment</u>. Lessor warrants and represents that (i) it has the full right, power, and authority to execute this Lease; (ii) it has good and marketable fee simple title to the Property and the Easement free and clear of any liens, encumbrances or mortgages except those liens and encumbrances disclosed in Exhibit "C" attached hereto; and (iii) the Property constitutes a legal lot that may be leased without the need for any subdivision or platting approval. Lessor covenants that Lessee shall have the quiet enjoyment of the Property during the term of this Lease. Lessor shall indemnify Lessee from and against any loss, cost, expense or damage including attorneys fees associated with a breach of the foregoing covenant of quiet enjoyment. This Lease shall be an estate for years and not a usufruct.
- 29. <u>Assignment</u>. Any sublease, license or assignment of this Lease that is entered into by Lessor or Lessee shall be subject to the provisions of this Lease. Additionally, Lessee may, upon notice to Lessor, mortgage or grant a security interest in this Lease and the Tower Facilities, and

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INA013-161 Springfield Site Site # SV973 may assign this Lease and the Tower Facilities to any such mortgagees or holders of security interests including their successors and assigns (hereinafter collectively referred to as "Secured Parties"). In such event, Lessor shall execute such consent to leasehold financing as may reasonably be required by Secured Parties. Lessor agrees to notify Lessee and Lessee's Secured Parties simultaneously of any default by Lessee and to give Secured Parties the same right to cure any default as Lessee except that the cure period for any Secured Party shall not be less than 10 days after the receipt of the default notice. Lessee may assign this Lease without the consent of Lessor to an affiliate of Lessee or to an entity which acquires Lessee's communications license. If a termination, disaffirmance or rejection of the Lease pursuant to any laws (including any bankruptcy or insolvency laws) by Lessee shall occur, or if Lessor shall terminate this Lease for any reason, Lessor will give to the Secured Parties prompt notice thereof and Lessor will give the Secured Parties the right to enter upon the Property during a 30-day period commencing upon the Secured Party's receipt of such notice for the purpose of removing any Tower Facilities. Lessor acknowledges that the Secured Parties shall be third-party beneficiaries of this Lease.

- 30. <u>Successors and Assigns</u>. This Lease shall run with the Property described on Exhibit "A" and shall be binding upon and inure to the benefit of the parties, their respective heirs, successors, personal representatives and assigns.
- 31. <u>Waiver of Lessor's Lien</u>. Lessor hereby waives any and all lien rights it may have, statutory or otherwise, in and to the Tower Facilities or any portion thereof, regardless of whether or not same is deemed real or personal property under applicable laws.
- 32. <u>Hold Harmless</u>. Lessee agrees to hold Lessor harmless from any and all claims arising from the installation, use, maintenance, repair or removal of the Tower Facilities, except for claims arising from the negligence or intentional acts of Lessor, its employees, agents or independent contractors.

33. Miscellaneous.

- (a) The substantially prevailing party in any litigation arising hereunder shall be entitled to its reasonable attorney's fees and court costs, including appeals, if any
- (b) Each party agrees to furnish to the other, within 10 days after request, such truthful estoppel information as the other may reasonably request.
- (c) This Lease constitutes the entire agreement and understanding of Lessor and Lessee with respect to the subject matter of this Lease, and supersedes all offers, negotiations and other agreements. There are no representations or understandings of any kind not set forth herein. Any amendments to said Lease must be in writing and executed by Lessor and Lessee.
- (d) If either Lessor or Lessee is represented by a real estate broker in this transaction, that party shall be fully responsible for any fees due such broker and shall hold the other party harmless from any claims for commission by such broker.

- (e) Lessor agrees to cooperate with Lessee in executing any documents necessary to protect Lessee's rights under this Lease or Lessee's use of the Property and to take any further action which Lessee may reasonably require as to effect the intent of this Lease.
- (f) This Lease shall be construed in accordance with the laws of the state in which the Property is situated.
- (g) If any term of this Lease is found to be void or invalid, such invalidity shall not affect the remaining terms of this Lease, which shall continue in full force and effect.
- (h) Lessee may file of record in the property records in the county in which the Property and Easement(s) are located a Memorandum of Lease which sets forth the names and addresses of Lessor and Lessee, the legal description of the Property and the Easement(s), the duration of the Initial Term and the quantity and duration of the Renewal Terms.
- (i) Lessor shall cooperate with Lessee in executing any documents necessary to protect Lessee's rights under this Lease or Lessee's use of the Property and the Easements and to take such action as Lessee may reasonably require to effect the intent of this Lease. Lessor hereby irrevocably appoints Lessee or Lessee's agent as Lessor's agent to file applications on behalf of Lessor with federal, state and local governmental authorities which applications relate to Lessee's intended use of the Property including but not limited to land use and zoning applications.
- (j) This Lease may be executed in two or more counterparts, all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by the each of the parties, it being understood that all parties need not sign the same counterpart.

IN WITNESS WHEREOF, Optionor and Optionee have executed this Lease as of the date first written above.

OPTIONOR:

Signed, sealed and delivered this 2/2 day of, 19 9/2 in the presence of:	By: Lamar Crosby
Unofficial Witness	Title: County Administrator
Assas & Andreson Notary Public	By: Sandre Andrews Name: Sandre Andrews Title: County Clerk
(NOTARIAL SEAL/STAMP)	(CORPORATE SEAL)
My Commission Expires Aug. 7, 2000	

OPTIONEE:

Powertel/Atlanta, Inc.

Title:

(CORPORATE SEAL)

Signed, sealed and delivered this e day of June
in the presence of:

Unofficial Witness

Notary Public

(NOTARY SEAL/STAMP

OFFICIAL NOTARY SEAL PATRICIA MARTLEY
Commission # CC 162288 Commission Expires April 30, 2001

My Commission Expires:

EXHIBIT "A"

LEGAL DESCRIPTION OF PROPERTY

All that tract or parcel of land lying and being in the 11th G.M. District, Effingham County, Georgia, and being more particularly described as follows:

Commencing at the intersection of Highway 119 and Highway 21, thence north 20 degrees 7 minutes 25 seconds west, a distance of 1476.76 feet to a point; thence south 49 degrees 22 minutes 59 seconds west, a distance of 117.44 feet to a point, said point being the Point of Beginning; thence south 40 degrees 37 minutes 01 second east, a distance of 17.50 feet to a point; thence north 40 degrees 37 minutes 01 second west, a distance of 70.00 feet to a point; thence north 40 degrees 22 minutes 59 seconds east, a distance of 70.00 feet to a point; thence north 49 degrees 22 minutes 59 seconds east, a distance of 70.00 feet to a point; thence south 40 degrees 37 minutes 01 second east, a distance of 52.50 feet to a point being the same Point of Beginning.

LEGAL DESCRIPTION OF PROPERTY

