

**RADIO COMMUNICATIONS TOWER
LEASE AGREEMENT**

This **LEASE AGREEMENT** (hereinafter "Agreement") is made and entered into this 27th day of JUN, 2017, by and between **EFFINGHAM COUNTY BOARD OF COMMISSIONERS** (hereinafter "Landlord") and the **STATE PROPERTIES COMMISSION**, an entity within the executive branch of the State Government of Georgia (hereinafter "Tenant").

WHEREAS, Landlord is the owner of certain land located at **240 Public Safety Road in Guyton, Effingham County, Georgia 31312, Latitude 32 16 56.40 North, Longitude -81 21 40.90 West** as shown on Exhibit "A", attached hereto and incorporated herein by reference, improved with a radio communications tower and equipment building (said radio communications tower and equipment building are hereinafter collectively referred to as the "Premises"); and

WHEREAS, Landlord desires to lease to Tenant said Premises, and Tenant desires to lease the Premises on the terms and conditions stated herein; and

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

1. USE OF RADIO COMMUNICATIONS TOWER

Landlord does hereby agree to lease the Premises to the Tenant for the purposes of placing upon the Premises radio equipment (hereinafter referred to as "Equipment"). Said Equipment is inventoried and listed on Exhibit "B" attached hereto and incorporated herein by reference.

2. TERM

This Agreement shall commence on the **1st day of October, 2016** (the "Commencement Date"). This Agreement shall end at **11:59 p.m. on the 30th day of June, 2017** (the "Expiration Date") unless this Agreement shall be sooner terminated as hereinafter provided. The Commencement Date and the Expiration Date are hereinafter collectively referred to as the "Term."

3. LANDLORD'S FAILURE TO DELIVER PREMISES

Should the Landlord, for any reason whatever, be unable to deliver possession of the Premises to the Tenant on the Commencement Date, this Agreement may be immediately canceled, terminated and declared null and void at the option of the Tenant by giving the Landlord notice thereof. Should the Tenant elect not to exercise the option to terminate based upon the Landlord's failure to deliver the Premises then there shall be a total abatement of rent during the period between the date of commencement and the time the Landlord delivers possession of the Premises to the Tenant.

4. RENT

For the rights herein granted by Landlord to Tenant, for and during the Term of this Agreement, Tenant shall pay to Landlord the amount of **One Dollar and 00/100 (\$1.00) per year** (hereinafter referred to as "Rent"). All monthly rentals due hereunder shall be paid in advance on or before the 1st day of each calendar month during the Term of this Agreement.

5. RENEWAL OPTIONS

Tenant shall have no option to renew or extend the Term of this Agreement. Landlord hereby grants Tenant the exclusive right, privilege and option of renewing or extending the Term of this Agreement, at the expiration of the aforementioned Term, for **eight (8)** additional periods of

one (1) year each (hereinafter referred to as "Renewal Option(s)"). Said Renewal Option(s) shall be upon the same Provisions as set forth herein, and the monthly rental rate for said Renewal Option shall be as provided in the Section below. Notice of Tenant's desire to exercise the Renewal Option shall be given to Landlord either forty-five (45) days prior to the Expiration Date of the original Term of this Agreement or of any renewal or extension Term thereof, or five (5) days after the Governor signs the annual appropriations bill, whichever occurs later, but in no case shall Tenant's Notice be provided to Landlord later than June 30th of the Term, or the then current Renewal Option. It is further provided that this Renewal Option may be exercised by Tenant only in the event that all rents have been fully paid and all Provisions of this Agreement on the part of Tenant have been fully and faithfully performed, kept and observed by Tenant. Unless otherwise specified, the initial Term as provided above and any and all effective Renewal Option(s) are hereinafter collectively referred to as the "Term."

6. RENEWAL RENTAL RATE

Should Tenant renew this Agreement as provided as provided above, the following rates shall apply:

- a. State Fiscal Year 2018 (beginning July 1, 2017 and ending June 30, 2018) \$1.00 per year.
- b. State Fiscal Year 2019 (beginning July 1, 2018 and ending June 30, 2019) \$1.00 per year.
- c. State Fiscal Year 2020 (beginning July 1, 2019 and ending June 30, 2020) \$1.00 per year.
- d. State Fiscal Year 2021 (beginning July 1, 2020 and ending June 30, 2021) \$1.00 per year.
- e. State Fiscal Year 2022 (beginning July 1, 2021 and ending June 30, 2022) \$1.00 per year.
- f. State Fiscal Year 2023 (beginning July 1, 2022 and ending June 30, 2023) \$1.00 per year.
- g. State Fiscal Year 2024 (beginning July 1, 2023 and ending June 30, 2024) \$1.00 per year.
- h. State Fiscal Year 2025 (beginning July 1, 2024 and ending June 30, 2025) \$1.00 per year.

7. TENANT'S RIGHT OF ACCESS

Landlord agrees that Tenant shall have free access to the Premises for the purpose of installing the radio equipment and during the Term of the Agreement. Free ingress and egress to said Premises is hereby granted to Tenant for the purpose of maintenance and repair. It is agreed, however, that only authorized engineers of Tenant or persons under their direct supervision will be permitted to enter the Premises. At no time shall the Tenant move equipment belonging to Landlord or other third-party tenants from its original locations, add additional equipment to other equipment belonging to Landlord or other third-party tenants, or remove equipment belonging to Landlord or other third-party tenants from said Premises without the expressed written permission of the Landlord.

8. OPERATION OF EQUIPMENT

Tenant shall install, operate and maintain its Equipment located upon the Premises in accordance with all applicable laws and regulations. Tenant agrees to install radio equipment of types and frequencies which would not cause interference to the equipment or transmissions of the Landlord, or other tenants on the leased premises, or to equipment or transmissions of Landlord, other tenants or other parties, not located on the leased premises. In the event Tenant's Equipment causes such interference, at its sole cost and expense, Tenant shall take all steps necessary to correct and eliminate such interference. If said interference cannot be eliminated within a reasonable length of time (not to exceed forty-eight (48) hours), Tenant agrees to then immediately cease using the Equipment which is creating the interference (except for short tests necessary for the elimination of the interference). In the event Tenant cannot eliminate such interference after using its best efforts to do so, this Agreement shall then immediately terminate without further obligation by either party, except for Tenant's obligation to pay all Rent owed to Landlord under this Agreement up to the date of such termination. If Tenant fails to cease using or operating the Equipment causing such interference beyond the prescribed time-frame of forty-eight (48)

hours, Landlord has the right to disconnect the equipment causing such interference. If termination is necessary due to interference, Tenant has the right to access the Premises within the thirty (30) days following the termination date for the purposes of removing its Equipment from the Premises. In the event that the equipment or transmissions of Landlord or a third-party tenant of Landlord should cause harmful radio interference to the equipment or transmissions of Tenant, and upon written notice by Tenant to Landlord of such interference, Landlord shall attempt to coordinate with Tenant, the third party tenant and the Federal Communications Commission ("FCC") to take steps necessary to correct and eliminate such harmful radio interference. In the event Landlord cannot eliminate such interference after using its best efforts to do so within a reasonable length of time (not to exceed forty-eight (48) hours from receipt of Tenant's written notice), Landlord and Tenant hereby agree that Tenant shall have the right to then immediately terminate this Agreement without further obligation by Tenant.

9. EQUIPMENT STIPULATIONS

(a) All Equipment maintained on the Premises by Tenant as of the date of this Agreement shall remain in the locations currently designated for such Equipment and shall be relocated on the Premises only upon the mutual written consent of the parties hereto.

(b) Landlord, or his designated representative, shall have the sole right initially and during the Term of this Agreement to:

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

10. UTILITIES

Tenant agrees to pay all utilities associated with its use of the Premises under this Agreement.

11. END OF TERM

At the expiration or termination of this Lease, Tenant shall remove all Equipment from the Premises, which was placed there by Tenant and shall restore the Premises to that condition as existed upon the commencement of this Agreement, normal wear and tear excepted.

12. MAINTENANCE, DAMAGE OR DESTRUCTION

Landlord shall be responsible for the repair and maintenance of its radio communications tower and equipment building. Additionally, Landlord shall maintain the trees, woods, and brush on its property within the immediate vicinity of the radio communications tower and equipment building so as to reasonably prevent damage to the Landlord's improvements and the Premises caused by falling trees, limbs, woods or brush. If the Premises or any portions thereof in which the Equipment is located is damaged by fire or any other casualty and if such damage has rendered the Premises untenable, this Agreement may terminate at the option of either party. Tenant shall be responsible for the payment of all Rent due to Landlord through the date of termination. Nothing contained in this Agreement shall be construed as requiring Landlord or Tenant to rebuild all or any portion of the Premises.

13. LIABILITY

In connection with Tenant's use of Premises, Landlord shall not be liable to Tenant for any loss or damage, regardless of cause, except damage caused by Landlord's negligence.

14. INSURANCE

The State of Georgia is self-insured and can provide evidence of such upon written request.

15. LIENS

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

16. EMINENT DOMAIN

If the radio communications tower, equipment building, or any portions thereof, in which the Premises are located, is taken by eminent domain, this Agreement shall terminate upon the date of such taking, and the Rent shall be apportioned to the date upon which the property is taken. The rights of the Landlord shall in no way prejudice or interfere with any claim or defense which the Tenant may have against the governmental entity, or condemning authority exercising the power of eminent domain or condemnation.

17. DEFAULT

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

18. NOTICES

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

If to Landlord: Effingham County Board of Commissioners
Attn: Stephanie Johnson
601 Laurel Street
Springfield, Georgia 31329-6816
Telephone Number: (912) 754-2123

If to Tenant: State Properties Commission
Attn: Leasing Division
270 Washington Street, Suite 2-129
Atlanta, GA 30334
Telephone Number: (404) 656-2355

With copy to: Georgia Department of Natural Resources – Law
Enforcement Division
Attn: Lt. Judd Smith
2070 US Highway 278 SE
Social Circle, Georgia 30025
Telephone Number: (770) 918-6408

Or any such other address as the parties may from time to time designate in writing.

19. ASSIGNMENT

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

20. WAIVER

Failure or delay on the part of the parties hereto to exercise any right, power or privilege hereunder, shall not operate as a waiver thereof.

21. BINDING EFFECT

This Agreement and each and every provision hereof shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

22. GEORGIA AGREEMENT

This Agreement shall be governed, construed and enforced in accordance with the laws of the State of Georgia.

23. SEVERABILITY

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

24. ENTIRE AGREEMENT

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

(Signatures begin on next page and remainder of page is intentionally blank)

IN WITNESS WHEREOF, the Landlord and Tenant have hereunto signed, sealed and delivered this Agreement in duplicate original on the day, month and year first above written, each of the parties keeping one of the duplicate originals.

Signed, sealed and delivered as to Landlord in the presence of:

[Signature]
Unofficial Witness

[Signature]
Notary Public

My Commission Expires:



LANDLORD:

EFFINGHAM COUNTY BOARD OF COMMISSIONERS

By: [Signature]

Name: Wesley M. Corbitt

Title: Chairman

By: _____

Name: _____

Title: _____

Attest: _____

Name: _____

Title: _____

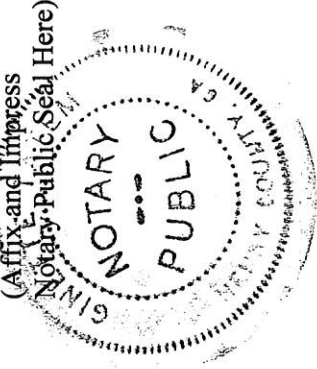
Signed, sealed and delivered as to Tenant in the presence of:

[Signature]
Unofficial Witness

[Signature]
Notary Public

My Commission Expires:

My Commission Expires August 15, 2020



TENANT:

STATE PROPERTIES COMMISSION

By: [Signature]

Name: Frank Smith

Title: Deputy Executive Director

EXHIBIT A

[Radio Communication Tower Location]



EXHIBIT B

[Inventory of Equipment]

1. One (1) VHF Voice Repeater