

LEASE AGREEMENT

THIS LEASE AGREEMENT ("**Agreement**") is made effective as of the date of the latter signature hereof (the "**Effective Date**") and is by and between Landlord and American Tower.

RECITALS

- A. WHEREAS, Landlord is the owner of that certain parcel of land (the "**Property**") located in the County of Fayette, State of Georgia, as more particularly described on Exhibit A;
- B. WHEREAS, Landlord and American Tower (or its predecessor-in-interest) entered into that certain Lease Agreement dated September 21, 1998 (as may have been amended from time to time, the "Prior Lease") whereby American Tower leased a portion of the Property; and
- C. WHEREAS, The parties acknowledge the Prior Lease shall, by its own terms, expire on November 4, 2026, at which point it will be of no further force or effect and shall be replaced in its entirety by this Agreement; and
- D. WHEREAS, Beginning on the Commencement Date, Landlord agrees to continue leasing to American Tower that certain portion of the Property (the "**Leased Premises**"), together with easements for ingress and egress and the installation and maintenance of utilities (the "**Easement**") and together with the Leased Premises, the "**Site**") both being approximately located as shown on Exhibit B; and

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, and other good and valuable consideration, the receipt, adequacy and sufficiency of all of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Business and Defined Terms. For the purposes of this Agreement, the following capitalized terms have the meanings set forth in this Paragraph 1.

(a) ***American Tower:*** American Towers LLC, a Delaware limited liability company

(b) ***Notice Address of American Tower:*** American Towers LLC
c/o American Tower Corporation
10 Presidential Way
Woburn, MA 01801
Attn: Land Management

with a copy to: American Towers LLC
c/o American Tower Corporation
222 Berkeley Street, 7th Floor
Boston, MA 02116
Attn: Law Department

(c) ***Landlord:*** Town of Tyrone

(d) ***Notice Address of Landlord:*** Attn: Brandon Perkins, Town Manager
950 Senoia Rd
Tyrone, GA 30290

(e) **Commencement Date:** November 5, 2026.

(f) **Initial Term:** Ten (10) years, commencing on the Commencement Date and continuing until midnight of the day immediately prior to the tenth anniversary of the Commencement Date.

(g) **Renewal Term:** One additional period of ten (10) years, with the Renewal Term commencing upon the expiration of the Initial Term.

(h) **Term:** The Initial Term and the Renewal Term

(i) **Rent:** The annual amount of **Seventy-One Thousand Nine Hundred Thirty-Five and 20/100 Dollars (\$71,935.20)**.

(j) **Rent Commencement Date:** November 5, 2027

(k) **Increase Amount:** Rent will increase annually at each annual anniversary of the Rent Commencement Date by three percent (3%) of the Rent for the previous year.

(l) **Increase Date:** The annual anniversary of the Rent Commencement Date.

2. **Term.**

(a) **Initial Term.** The Initial Term is as provided in Paragraph 1(f).

(b) **Renewal Terms.** American Tower will have the right to extend this Agreement for the Renewal Term. The Renewal Term will be on the same terms and conditions provided in this Agreement. This Agreement will automatically be renewed for the Renewal Term unless American Tower notifies Landlord in writing of American Tower's intention not to renew the Agreement at any time prior to the expiration of the Initial Term.

3. **Consideration.**

(a) American Tower will pay its first installment of Rent on the Rent Commencement Date. Thereafter, Rent is due and payable in advance annually on each anniversary of the Rent Commencement Date to Landlord at Landlord's Notice Address.

(b) On the Increase Date, the Rent will increase by the Increase Amount.

(c) In the event American Tower makes an overpayment of Rent or any other fees or charges to Landlord during the Term of this Agreement, American Tower may, but will not be required to, treat any such overpayment amount as prepaid Rent and apply such amount as a credit against future Rent due to Landlord.

(d) American Tower will not be required to remit the payment of Rent to more than two recipients at any given time.

(e) American Tower shall pay to Landlord a one-time payment in the amount **Sixty-Nine Thousand Eight Hundred Forty and 00/100 Dollars (\$69,840.00)**, payable within thirty (30) days of the Effective Date and subject to the following conditions precedent: (a) American Tower's receipt of this Agreement executed by Landlord, on or before November 13, 2026; (b) American Tower's receipt of any documents and other items reasonably requested by American Tower in order to effectuate the transaction

Site Name: Tyrone Downtown
Site Number: 26142

and payment contemplated herein; and (d) receipt by American Tower of an original Memorandum (as defined herein) executed by Landlord.

4. Use.

(a) American Tower will be permitted to use the Site for the purpose of constructing, maintaining, removing, replacing, securing and operating a communications facility, including, but not limited to, the construction or installation and maintenance of a telecommunications tower (the “***Tower***”), structural tower base(s), guy anchors, guy wires, communications equipment, smart poles, data centers small cells, one or more buildings or equipment cabinets, radio transmitting and receiving antennas, personal property and related improvements and facilities on the Leased Premises (collectively, the “***Tower Facilities***”), to facilitate the use of the Site as a site for the transmission, reception, storage, processing and dissemination of communication signals, data and applications including, but not limited to, voice, data and internet transmissions and for any other uses which are incidental to the transmission, receipt, storage, processing and dissemination of communication signals, data and applications (the “***Intended Use***”).

(b) Upon providing prior written notice to Landlord, American Tower shall have the right to license or sublease all or a portion of the Site or the Tower Facilities to other parties (each, a “***Collocator***” and collectively, the “***Collocators***”). The Collocators will be entitled to modify the Tower Facilities and to erect additional improvements on the Leased Premises, including, but not limited to, antennas, dishes, cabling, additional buildings and/or shelters ancillary to the Intended Use. The Collocators will be entitled to all rights of ingress and egress to the Site and the right to install utilities on the Site that American Tower has under this Agreement.

5. Revenue Share.

(a) Subject to other applicable terms, provisions, and conditions of this Paragraph, American Tower shall pay Landlord **eighteen percent (18%)** of any rents actually received by American Tower under and pursuant to the terms and provisions for each new and existing sublease, license or other collocation agreement for the use of any portion of the Leased Premises entered into by and between American Tower and a Collocator (such amount, the “***Collocation Fee***”). The Collocation Fee shall not be subject to the Increase Amount to Rent as delineated above.

(b) The initial payment of the Collocation Fee shall be due within thirty (30) days of actual receipt by American Tower of the first collocation payment paid by the Collocator. In the event a sublease or license with a Collocator expires or terminates, American Tower’s obligation to pay the Collocation Fee for such sublease or license shall automatically terminate upon the date of such expiration or termination. Notwithstanding anything contained herein to the contrary, American Tower shall have no obligation to pay to Landlord and Landlord hereby agrees not to demand or request that American Tower pay to Landlord any Collocation Fee in connection with the sublease to or transfer of American Tower’s obligations and/or rights under this Agreement to any subsidiary, parent or affiliate of American Tower.

(c) Landlord hereby acknowledges and agrees that American Tower has the sole and absolute right to enter into, renew, extend, terminate, amend, restate, or otherwise modify (including, without limitation, reducing rent or allowing the early termination of) any future or existing subleases, licenses or collocation agreements for occupancy on the Tower Facilities, all on such terms as American Tower deems advisable, in American Tower’s sole and absolute discretion, notwithstanding that the same may affect the amounts payable to Landlord pursuant to this Paragraph.

(d) Notwithstanding anything to the contrary contained herein, Landlord hereby acknowledges and agrees that American Tower shall have no obligation to pay and shall not pay to Landlord any Collocation Fee in connection with any subleases, licenses or other collocation agreements entered into by

Site Name: Tyrone Downtown
Site Number: 26142

and between American Tower and any Collocators if the Landlord has entered into any agreements with such Collocators to accommodate such Collocators' facilities outside of the Leased Premises and such Collocators pay any amounts (whether characterized as rent, additional rent, use, occupancy or other types of fees, or any other types of monetary consideration) to Landlord for such use.

6. Tower Facilities.

(a) American Tower will have the right, at American Tower's sole cost and expense, to erect the Tower Facilities which will be the exclusive property of American Tower throughout the Term, as well as upon the expiration or termination of this Agreement.

(b) Landlord grants American Tower a non-exclusive easement in, over, across and through the Property and other real property owned by Landlord contiguous to the Site as may be reasonably required for construction, installation, maintenance, and operation of the Tower Facilities, including: (i) access to the Site for construction machinery and equipment; (ii) storage of construction materials and equipment during construction of the Tower Facilities; and (iii) use of a staging area for construction, installation and removal of equipment.

(c) American Tower may, at its sole expense, use any and all appropriate means of restricting access to the Leased Premises or the Tower Facilities, including, without limitation, construction of a fence and may install and maintain identifying signs or other signs required by any governmental authority on or about the Site, including any access road to the Site.

(d) American Tower will maintain the Leased Premises, including the Tower Facilities, in a reasonable condition throughout the Term. American Tower is not responsible for reasonable wear and tear or damage from casualty and condemnation. Landlord grants American Tower the right to clear all trees, undergrowth, or other obstructions, and to trim, cut, and keep trimmed all tree limbs which may interfere with or fall upon the Tower Facilities or the Site.

(e) American Tower will remove all of the above-ground portions of the Tower Facilities within 180 days following the expiration or termination of this Agreement.

(f) If the Tower is a guyed tower, Landlord grants American Tower an easement in, over, across and through the Property or any other real property owned by Landlord as may be necessary to American Tower during the Term of this Agreement for the installation, maintenance, alteration, removal, relocation and replacement of and access to guy wires and guy wire anchors which may be required by American Tower at its sole discretion and located outside of the Site.

7. Utilities.

(a) American Tower and/or its Collocator(s) shall have the right, at the respective party's expense, to install utilities and to improve present utilities on the Property and the Site. American Tower and/or its Collocator(s) shall have the right to permanently place all necessary or required utilities, including but not limited to utility wires, poles, cables, fiber optic cable, conduits and pipes, over, under or along the Easement(s) in order to service the Leased Premises and Tower Facilities. In the event that utilities necessary to service the equipment of American Tower or the equipment of Collocator(s) cannot be located with the Easement(s), Landlord agrees to cooperate with American Tower and to act reasonably in allowing the location of utilities on other real property owned by Landlord without requiring additional compensation from American Tower or Collocator(s). Landlord shall, upon American Tower's request, execute a separate written easement to American Tower, Collocator(s) and/or any entity that is authorized to provide utility service to American Tower and/or its Collocator(s) in a form which may be filed of record to evidence this right.

- (b) American Tower and the Collocators each may install backup generator(s).

8. Access.

(a) In the event that the Site loses access to a public right of way during the Term, Landlord and American Tower will amend this Agreement, at no imposed cost to either party, to provide access to a public way by: (i) amending the location of the Easement; or (ii) granting an additional easement to American Tower.

(b) To the extent damage (including wear and tear caused by normal usage) to the Easement or any other route contemplated hereunder intended to provide American Tower with access to the Site and the Tower Facilities is caused by Landlord or Landlord's tenants, licensees, invitees or agents, Landlord will repair the damage at its own expense.

(c) Landlord will maintain access to the Leased Premises from a public way in a free and open condition so that no interference is caused to American Tower by Landlord or lessees, licensees, invitees or agents of Landlord. In the event that American Tower's or any Collocator's access to the Leased Premises is impeded or denied by Landlord or Landlord's lessees, licensees, invitees or agents, without waiving any other rights that it may have at law or in equity, American Tower may at its sole discretion deduct from Rent due under this Agreement an amount equal to five hundred and 00/100 dollars (\$500.00) per day for each day that such access is impeded or denied.

9. Representations and Warranties of Landlord. Landlord represents and warrants to American Tower and American Tower's successors and assigns:

(a) Landlord has the full right, power, and authority to execute this Agreement and to the extent applicable, Landlord is duly organized, validly existing, and in good standing in the jurisdiction in which Landlord was organized, formed or incorporated, as applicable, and is otherwise in good standing and authorized to transact business in the jurisdiction in which the Property is located;

(b) 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 Landlord or which may otherwise affect the Property;

(c) The Property is not presently subject to an option, lease or other contract which may adversely affect Landlord's ability to fulfill its obligations under this Agreement, and the execution of this Agreement by Landlord will not cause a breach or an event of default of any other agreement to which Landlord is a party. Landlord agrees that it will not grant an option or enter into any contract or agreement which will have any adverse effect on the Intended Use or American Tower's rights under this Agreement;

(d) No licenses, rights of use, covenants, restrictions, easements, servitudes, subdivision rules or regulations, or any other encumbrances relating to the Property prohibit or will interfere with the Intended Use;

(e) Landlord has good and marketable fee simple title to the Site, the Property and any other property across which Landlord may grant an easement to American Tower or any Collocator, free and clear of all liens and encumbrances. Landlord covenants that American Tower will have the quiet enjoyment of the Leased Premises during the term of this Agreement. If Landlord fails to keep the Site free and clear of any liens and encumbrances, American Tower will have the right, but not the obligation, to satisfy any such lien or encumbrance and to deduct the full amount paid by American Tower on Landlord's behalf from future installments of Rent;

Site Name: Tyrone Downtown
Site Number: 26142

(f) American Tower will at all times during this Agreement enjoy ingress, egress, and access from the Site twenty-four (24) hours a day, seven (7) days a week, to an open and improved public road which is adequate to service the Site and the Tower Facilities; and

(g) These representations and warranties of Landlord survive the termination or expiration of this Agreement.

10. Interference. Landlord will not use, nor will Landlord permit its tenants, licensees, invitees or agents to use any portion of the Property in any way which interferes with the Intended Use, including, but not limited to, any use on the Property or surrounding property that causes electronic or physical obstruction or degradation of the communications signals from the Tower Facilities ("***Interference***"). Interference will be deemed a material breach of this Agreement by Landlord and Landlord will have the responsibility to terminate Interference immediately upon written notice from American Tower. Notwithstanding anything in this Agreement to the contrary, if the Interference does not cease or is not rectified as soon as possible, but in no event longer than twenty-four (24) hours after American Tower's written notice to Landlord, Landlord acknowledges that continuing Interference will cause irreparable injury to American Tower, and American Tower will have the right, in addition to any other rights that it may have at law or in equity, to bring action to enjoin the Interference. American Tower shall use the Leased Premises in a manner which will not unreasonably disturb Landlord's operations at the Property.

11. Termination. This Agreement 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 of this Agreement by the other party which is not cured within sixty (60) days of receipt of written notice of default (without, however, limiting any other rights available to the parties in law or equity); provided, that if the defaulting party commences efforts to cure the default within such period and diligently pursues such cure, the non-defaulting party may not terminate this Agreement as a result of that default.

(b) Upon thirty (30) days' written notice by American Tower to Landlord if American Tower is unable to obtain, maintain, renew or reinstate any agreement, easement, permit, certificates, license, variance, zoning approval, or any other approval which may be required from any federal, state or local authority necessary to the construction and/or operation of the Tower Facilities or to the Intended Use (collectively, the "***Approvals***"); or

(c) Upon thirty (30) days' written notice from American Tower to Landlord if the Site is or becomes unsuitable, in American Tower's sole but reasonable judgment, for use as a wireless communications facility by American Tower or by American Tower's licensee(s) or sublessee(s).

(d) In the event of termination by American Tower or Landlord pursuant to any provision contained in Paragraph 11 herein, American Tower shall be relieved of all further liability hereunder, except for any liabilities that expressly survive termination.

12. Taxes.

(a) American Tower will pay any personal property taxes assessed on or attributable to the Tower Facilities. American Tower will reimburse Landlord for any increase to Landlord's real property taxes that are directly attributable to American Tower's Site and/or Tower Facilities (but not, however, taxes or other assessments attributable to periods prior to the date of this Agreement such as roll back taxes) upon receipt of the following: (1) a copy of Landlord's tax bill; (2) proof of payment; and (3) written documentation from the assessor of the amount attributable to American Tower. American Tower shall have no obligation to reimburse Landlord for any taxes paid by Landlord unless Landlord requests

reimbursement within twelve (12) months of the date said taxes were originally due. Notwithstanding the foregoing, Landlord shall not be entitled to reimbursement for any costs associated with an increase in the value of Landlord's Property calculated based on any monetary consideration paid by American Tower to Landlord. Additionally, and as a condition precedent to Landlord having the right to receive reimbursement, Landlord shall, within three (3) days of receipt of any notice from the taxing authority of any assessment or reassessment, provide American Tower with a copy of said notice. American Tower shall have the right to appeal any assessment or reassessment relating to the Site or Tower Facilities and Landlord shall either (i) designate American Tower as its attorney-in-fact as required to effect standing with the taxing authority, or (ii) join American Tower in its appeal.

(b) Landlord will pay when due all real property taxes and all other fees and assessments attributable to the Property, Leased Premises and Easement. If Landlord fails to pay when due any taxes affecting the Property or the Site, American Tower will have the right, but not the obligation, to pay such taxes and either: (i) deduct the full amount of the taxes paid by American Tower on Landlord's behalf from future installments of Rent, or (ii) collect such taxes by any lawful means.

13. Environmental Compliance.

(a) Landlord represents and warrants that:

(i) No Hazardous Materials have been used, generated, stored or disposed of on, under or about the Property in violation of any applicable law, regulation or administrative order (collectively, "***Environmental Laws***") by either Landlord or to Landlord's knowledge by any third party; and

(ii) To Landlord's knowledge, no third party has been permitted to use, generate, store or dispose of any Hazardous Materials on, under, about or within the Property in violation of any Environmental Laws.

(b) Landlord will not, and will not permit any third party to, use, generate, store or dispose of any Hazardous Materials on, under, about or within the Property in violation of any Environmental Laws.

(c) American Tower agrees that it will not use, generate, store or dispose of any Hazardous Material on, under, about or within the Site in violation of any applicable laws, regulations or administrative orders.

(d) The term "***Hazardous Materials***" means any: contaminants, oils, asbestos, PCBs, 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 or regulated by any federal, state or local government authority having jurisdiction over the Property.

14. Indemnification.

(a) General.

(i) To the extent permitted by law, Landlord, its heirs, grantees, successors, and assigns will exonerate, hold harmless, indemnify, and defend American Tower from any claims, obligations, liabilities, costs, demands, damages, expenses, suits or causes of action, including costs and reasonable attorney's fees, which may arise out of: (A) any injury to or death of any person and any damage to property, if such injury, death or damage arises out of or is attributable to or results from the negligent, grossly negligent and intentional acts or omissions of Landlord, or

Landlord's principals, employees, invitees, agents or independent contractors; or (B) any breach of any representation or warranty made by Landlord in this Agreement.

(ii) American Tower, its grantees, successors, and assigns will exonerate, hold harmless, indemnify, and defend Landlord from any claims, obligations, liabilities, costs, demands, damages, expenses, suits or causes of action, including costs and reasonable attorney's fees, which may arise out of: (A) any injury to or death of any person and any damage to property, if such injury, death or damage arises out of or is attributable to any act or omission of any person while on the Leased Premises and is not attributable to Landlord's negligence as described above in Section 14(a)(i)(A); or (B) any breach of any representation or warranty made by American Tower in this Agreement.

(b) Environmental Matters.

(i) Landlord, its heirs, grantees, successors, and assigns will indemnify, defend, reimburse and hold harmless American Tower from and against any and all 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 Laws, which conditions exist or existed prior to or at the time of the execution of this Agreement or which may occur at any time in the future through no fault of American Tower. Notwithstanding the obligation of Landlord to indemnify American Tower pursuant to this Agreement, Landlord will, upon demand of American Tower, and at Landlord's sole cost and expense, promptly take all actions to remediate the Property which are required by any federal, state or local governmental agency or political subdivision or which are reasonably necessary to mitigate environmental damages or to allow full economic use of the Site, which remediation is necessitated from the presence upon, about or beneath the Property of a Hazardous Material. Such actions include but not be limited to the investigation of the environmental condition of the Property, the preparation of any feasibility studies, reports or remedial plans, and the performance of any cleanup, remediation, containment, operation, maintenance, monitoring or actions necessary to restore the Property to the condition existing prior to the introduction of such Hazardous Material upon, about or beneath the Property notwithstanding any lesser standard of remediation allowable under applicable law or governmental policies.

(ii) American Tower, its grantees, successors, and assigns will indemnify, defend, reimburse and hold harmless Landlord from and against environmental damages caused by the presence of Hazardous Materials on the Leased Premises in violation of any Environmental Laws and arising solely as the result of American Tower's activities after the execution of this Agreement.

15. Right of First Refusal; Sale of Property.

(a) During the Term, prior to selling or conveying the Site or any portion of or interest in the Property or the Site, including but not limited to a leasehold interest or easement, and/or prior to assigning the Rent or any portion of Rent to a third party, Landlord shall notify American Tower in writing of the sale price and terms offered by a third party (the "*Offer*"), together with a copy of the Offer. American Tower will have the right of first refusal to purchase the real property interest or Rent or portion of Rent being sold by Landlord to such third party on the same financial terms of the Offer, provided that American Tower shall not be required to close prior to the thirtieth (30th) day following the exercise of the right of first refusal. American Tower will exercise its right of first refusal within forty-five (45) days of receipt of Landlord's notice and if American Tower does not provide notice within forty-five (45) days, American Tower will be deemed to have not exercised its right of first refusal. If American Tower does not exercise its right of first refusal, Paragraph 15(b) of this Agreement will control the terms of the sale. Landlord hereby

Site Name: Tyrone Downtown
Site Number: 26142

acknowledges and agrees that any sale or conveyance by Landlord in violation of this Section is and shall be deemed to be null and void and of no force and effect.

(b) Landlord may sell or convey the Property or a portion thereof to a third party, provided the sale or conveyance shall be made subject to the terms of this Agreement and shall include the assignment of Landlord's full interest in this Agreement.

16. Assignment.

(a) Any sublease, license or assignment of this Agreement that is entered into by Landlord or American Tower is subject to the provisions of this Agreement.

(b) Landlord shall assign this Agreement in its entirety to any third party in conjunction with a sale or conveyance of the Property in accordance with Paragraph 15 of this Agreement. Landlord will not otherwise assign less than Landlord's full interest in this Agreement, nor convey or sell the Property without assigning Landlord's full interest in this Agreement to the purchaser, without the prior written consent of American Tower.

(c) Upon providing prior written notice to Landlord, American Tower shall have the right to assign this Agreement. Upon assignment, American Tower shall be relieved of all liabilities and obligations hereunder and Landlord shall look solely to the assignee for performance under this Agreement and all obligations hereunder.

(d) American Tower may mortgage or grant a security interest in this Agreement and the Tower Facilities, and may assign this Agreement and the Tower Facilities to any such mortgagees or holders of security interests including their successors and assigns (collectively, "**Secured Parties**"). If requested by American Tower, Landlord will execute such consent to such financing as may reasonably be required by Secured Parties. In addition, if requested by American Tower, Landlord agrees to notify American Tower and American Tower's Secured Parties simultaneously of any default by American Tower and to give Secured Parties the same right to cure any default as American Tower. If a termination, disaffirmance or rejection of the Agreement by American Tower pursuant to any laws (including any bankruptcy or insolvency laws) occurs, or if Landlord will terminate this Agreement for any reason, Landlord will give to Secured Parties prompt notice thereof and Secured Parties will have the right to enter upon the Leased Premises during a thirty (30)-day period commencing upon Secured Parties' receipt of such notice for the purpose of removing any Tower Facilities. Landlord acknowledges that Secured Parties are third-party beneficiaries of this Agreement.

17. Condemnation. If a condemning authority takes all of the Site, or a portion sufficient in American Tower's sole judgment, to render the Site unsuitable for the Intended Use, this Agreement will terminate as of the date the title vests in the condemning authority. Landlord and American Tower will share in the condemnation proceeds in proportion to the values of their respective interests in the Site (which for American Tower includes, where applicable, the value of the Tower Facilities, moving expenses, prepaid rent and business dislocation expenses). If a condemning authority takes less than the entire Site such that the Site remains suitable for American Tower's Intended Use, the Rent payable under this Agreement will be reduced automatically by such percentage as the area so condemned bears to the Site as of the date the title vests in the condemning authority. A sale of all or part of the Site to a purchaser with the power of eminent domain in the face of the exercise of eminent domain power will be treated as a taking by condemnation for the purposes of this paragraph.

18. Insurance. American Tower will purchase and maintain in full force and effect throughout the Term a commercial general liability insurance policy and property damage policies as American Tower may deem necessary. Said policy of general liability insurance will at a minimum provide a combined

Site Name: Tyrone Downtown
Site Number: 26142

single limit of one million and 00/100 dollars (\$1,000,000.00), and shall include Landlord and its officers, council members, employees and agents as additional insured. American Tower shall endeavor to provide thirty (30) days' written notice of cancellation or material change to the required insurance policy. Within thirty (30) days of a written request from Landlord, and not more than once per calendar year, Tenant shall deliver a certificate of insurance to Landlord evidencing the insurance requirements set forth in this section.

19. Waiver of Damages.

(a) Neither Landlord nor American Tower will be responsible or liable to the other party for any loss or damage arising from any claim to the extent attributable to any acts or omissions of other licensees or tower users occupying the Tower Facilities or vandalism or for any structural or power failures or destruction or damage to the Tower Facilities except to the extent caused by the negligence or willful misconduct of such party.

(b) EXCEPT AS SPECIFICALLY PROVIDED IN THIS AGREEMENT, IN NO EVENT WILL LANDLORD OR AMERICAN TOWER BE LIABLE TO THE OTHER FOR, AND AMERICAN TOWER AND LANDLORD EACH HEREBY WAIVE THE RIGHT TO RECOVER INCIDENTAL, CONSEQUENTIAL (INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, LOSS OF USE OR LOSS OF BUSINESS OPPORTUNITY), PUNITIVE, EXEMPLARY AND SIMILAR DAMAGES.

20. Subordination Agreements.

(a) If the Site is encumbered by a mortgage or deed of trust, within thirty (30) days of receipt of a written request from American Tower, Landlord agrees to execute and obtain the execution by its lender of a non-disturbance and attornment agreement in the form provided by American Tower, to the effect that American Tower and American Tower's sublessees and licensees will not be disturbed in their occupancy and use of the Site by any foreclosure or to provide information regarding the mortgage to American Tower.

(b) Should a subordination, non-disturbance and attornment agreement be requested by Landlord or a lender working with Landlord on a loan to be secured by the Property and entered into subsequent to the Commencement Date, American Tower will use good faith efforts to provide Landlord or Landlord's lender with American Tower's form subordination, non-disturbance and attornment agreement executed by American Tower within thirty (30) days of such request.

21. Notices. All notices or demands by or from American Tower to Landlord, or Landlord to American Tower, required under this Agreement will be in writing and sent (United States mail postage pre-paid, certified with return receipt requested or by reputable national overnight carrier service, transmit prepaid) to the other party at the addresses set forth in Paragraph 1 of this Agreement or to such other addresses as the parties may, from time to time, designate consistent with this Paragraph 22, with such new notice address being effective thirty (30) days after receipt by the other party. Notices will be deemed to have been given upon either receipt or rejection.

22. Further Acts. Upon receipt of a written legitimate request from American Tower, Landlord will, within a prompt but reasonable timeframe perform applicable legal and procedural review of, and thereafter timely execute, any document necessary or useful to protect American Tower's rights under this Agreement or to facilitate the Intended Use, including documents related to title, zoning and other Approvals, and will otherwise reasonably cooperate with American Tower in its exercise of its rights under this Agreement. Landlord hereby appoints American Tower as Landlord's attorney-in-fact coupled with an interest to prepare, execute and deliver land use and zoning and building permit applications associated with obtaining and/or maintaining the Approvals, on behalf of Landlord with federal, state and local governmental authorities, provided that this attorney-in-fact right will be strictly limited to land use, zoning and building

applications associated with the Intended Use and such attorney-in-fact does not allow American Tower to re-zone or otherwise reclassify the Site or the Property nor place any use restrictions on any portions of the Property other than the Leased Premises.

23. Memorandum of Lease. Simultaneously with the execution of this Agreement, the parties will enter into the Memorandum of Lease attached to this Agreement as Exhibit C which American Tower may record in the public records of the county of the Property. Landlord acknowledges and agrees that after Landlord signs the Memorandum of Lease but before American Tower records it, American Tower may add both: (a) a reference to the recording granting Landlord its interest in the Property; and (b) a legal description of the Site as Exhibit B. Landlord agrees to execute and return to American Tower a recordable Amended Memorandum of Lease in form supplied by American Tower if: (i) the information included in the Memorandum of Lease changes, or (ii) if it becomes clear that such information is incorrect or incomplete or if this Agreement is amended.

24. Miscellaneous.

(a) This Agreement runs with the Property and is binding upon and will inure to the benefit of the parties, their respective heirs, successors, personal representatives and assigns.

(b) American Tower may at American Tower's sole cost and expense procure an abstract of title or a commitment to issue a policy of title insurance (collectively "***Title***") on the Property.

(c) Landlord 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.

(d) The substantially prevailing party in any litigation arising hereunder is entitled to its reasonable attorney's fees and court costs, including appeals, if any.

(e) Each party agrees to furnish to the other, within thirty (30) days after request, such estoppel information as the other may reasonably request.

(f) This Agreement constitutes the entire agreement and understanding of Landlord and American Tower with respect to the subject matter of this Agreement, and supersedes all offers, negotiations and other agreements. There are no representations or understandings of any kind not stated in this Agreement. Any amendments to this Agreement must be in writing and executed and delivered by Landlord and American Tower.

(g) If either Landlord or American Tower is represented by a real estate broker in this transaction, that party is fully responsible for any fees due such broker and will hold the other party harmless from any claims for commission by such broker.

(h) The Agreement will be construed in accordance with the laws of the state in which the Site is situated.

(i) If any term of the Agreement is found to be void or invalid, the remainder of this Agreement will continue in full force and effect.

(j) American Tower may obtain title insurance on its interest in the Site, and Landlord will cooperate by executing any documentation required by the title insurance company.

(k) This Agreement may be executed in two or more counterparts, all of which are considered one and the same agreement and become effective when one or more counterparts have been signed by each of the parties, it being understood that all parties need not sign the same counterpart.

(l) Landlord will not, during the Term, enter into any other lease, license, or other agreement for the same or similar purpose as the Intended Use, on or adjacent to the Property.

(m) Except as otherwise expressly permitted in this Agreement, during the Term, Landlord shall not, and shall not allow, the sale, transfer, granting, conveyancing, leasing, and/or licensing by deed, easement, lease, license or other legal instrument and/or agreement, an interest in and to, or the right to use or occupy any portion of the Property or Landlord's contiguous, adjacent, adjoining or surrounding property to any person or entity (other than American Tower) directly or indirectly engaged in the business of owning, acquiring, constructing, operating, managing, investing in wireless telecommunications infrastructure without the prior written consent of American Tower, which may be withheld, conditioned, and/or delayed in American Tower's sole, reasonable discretion.

(n) Failure or delay on the part of either party to exercise any right, power or privilege hereunder will not operate as a waiver thereof and waiver of breach of any provision hereof under any circumstances will not constitute a waiver of any subsequent breach.

(o) The parties agree that irreparable damage would occur if any of the provisions of this Agreement were not performed in accordance with their specified terms or were otherwise breached. Therefore, the parties agree the parties will be entitled to an injunction(s) in any court in the state in which the Site is located to prevent breaches of the provisions of this Agreement and to enforce specifically the terms and provisions of the Agreement, this being in addition to any other remedy to which the parties are entitled at law or in equity.

(p) Each party executing this Agreement acknowledges that it has full power and authority to do so and that the person executing on its behalf has the authority to bind the party.

(q) The parties agree that a scanned or electronically reproduced copy or image of this Agreement will be deemed an original and may be introduced or submitted in any action or proceeding as competent evidence of the execution, terms and existence hereof notwithstanding the failure or inability to produce or tender an original, executed counterpart of this Agreement and without the requirement that the unavailability of such original, executed counterpart of this Agreement first be proven.

(r) The parties agree the Prior Lease is hereby terminated as of November 4, 2026 and shall be of no further force or effect.

[SIGNATURES APPEAR ON NEXT PAGE]

Site Name: Tyrone Downtown
Site Number: 26142

IN WITNESS WHEREOF, Landlord and American Tower have each executed this Agreement as of the respective dates written below.

LANDLORD

2 WITNESSES

Town of Tyrone,
a Georgia municipality

Signature: _____
Print Name: _____
Title: _____
Date: _____

Signature: _____
Print Name: _____

Signature: _____
Print Name: _____

WITNESS AND ACKNOWLEDGEMENT

State of _____

County of _____

On this ____ day of _____, 202____, before me, the undersigned Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence, to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s) or the entity upon which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Notary Public
Print Name: _____
My commission expires: _____

[SEAL]

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

Site Name: Tyrone Downtown
Site Number: 26142

AMERICAN TOWER

WITNESS

American Towers LLC,
a Delaware limited liability company

Signature: _____
Print Name: _____
Title: _____
Date: _____

Signature: _____
Print Name: _____

Signature: _____
Print Name: _____

WITNESS AND ACKNOWLEDGEMENT

Commonwealth of Massachusetts

County of Middlesex

On this ____ day of _____, 202____, before me, the undersigned Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence, to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s) or the entity upon which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Notary Public
Print Name: _____
My commission expires: _____

[SEAL]

Site Name: Tyrone Downtown

Site Number: 26142

The following exhibits are attached to this Agreement and incorporated into this Agreement:

Exhibit A	Description or Depiction of Property
Exhibit B	Description or Depiction of Site
Exhibit C	Memorandum of Lease

Site Name: Tyrone Downtown
Site Number: 26142

EXHIBIT A

DESCRIPTION OR DEPICTION OF PROPERTY

The Property is described as follows:

All that tract or parcel of land, lying and being in Land Lot 139 of the 7th District of Fayette County, Georgia, and being those lands described in a Plat of survey by Koons, Wood, Moore and Shimshiok, Registered engineers, for Alton Brown dated 3-16-89 revised 6-19-90 and being more particularly described as follows:

BEGINNING at a point on the Southerly Right-of-Way of Commerce Drive (50' R/W) situated 573.77 feet as measured Southeasterly from the intersection of said right-of-way line with the Southeasterly right-of-way line of Senoia Road, formerly known as State Route 74 (80' R/W); thence run North 34 degrees 19 minutes 27 seconds East 50 feet to a point; thence North 47 degrees 21 minutes 57 seconds East, 310.00 feet to an iron pin found; thence North 11 degrees 12 minutes 26 seconds West, 80.89 feet to a point; thence North 89 degrees 05 minutes 25 seconds East, 603.66 feet to an iron pin; thence South 02 degrees 12 minutes 31 seconds East, 175.62 feet to an iron pin; thence South 41 degrees 33 minutes 56 seconds West, 1140.43 feet to an iron pin; thence North 64 degrees 44 minutes 48 seconds West, 128.62 feet to an iron pin; thence North 00 degrees 41 minutes 50 seconds East, 305.15 feet to an iron pin; thence South 89 degrees 24 minutes 58 seconds East, 14.22 feet to an iron pin; thence south 88 degrees 58 minutes 33 seconds East, 27.05 feet to a fence corner and an iron pin set; thence North 16 degrees 02 minutes 28 seconds East, 199.88 feet to an iron pin set and fence corner; thence North 87 degrees 23 minutes 37 seconds West, 70.11 feet to an iron pin; thence North 61 degrees 11 minutes 26 seconds West, 69.52 feet to an iron pin; thence North 00 degrees 46 minutes 21 seconds East, 121.77 feet to an iron pin; thence South 55 degrees 36 minutes 21 seconds East, 17.79 feet to an iron pin which is the Point of Beginning. Said tract containing 11.265 acres according to said survey.

EXHIBIT B

DESCRIPTION OR DEPICTION OF SITE

Locations are approximate. American Tower may, at its option, replace this exhibit with legal descriptions obtained from a survey of the Site conducted by American Tower. The Site consists of a Leased Premises together with Easement(s) for access and utilities as depicted and/or described below:

All that tract or parcel of land lying and being located in Land Lot 139, 7th District, Fayette County, Georgia, containing 4900 square feet, more or less, as shown on a plat of survey prepared for Grid Towers, LLC. by Tibbitts Land Surveying, Inc., James G. Secrist, Georgia RLS No. 2526, dated September 30, 1998, and being more particularly described as follows:

Begin at a point located at the intersection of the easterly right of way line of Highway 74 (having a 60 foot right of way) and run 573.77 feet in an easterly direction along the southwesterly right of way line of Commerce Drive (having a 50 foot right of way) to a point, run thence N 35° 00' 11" E a distance of 14.95 feet to a point; run thence S 49° 31' 00" E a distance of 184.78 feet to a point; run thence S 43° 05' 36" E a distance of 46.55 feet to a point; run thence S 12° 09' 06" E a distance of 39.84 feet to a point; run thence S 09° 17' 18" W a distance of 53.19 feet to a point; run thence S 15° 06' 58" W a distance of 49.81 feet to a point; run thence S 18° 27' 16" W a distance of 83.99 feet to a point; run thence S 31° 02' 08" W a distance of 141.70 feet to a point and the TRUE POINT OF BEGINNING; from the TRUE POINT OF BEGINNING thus established, run thence N 88° 37' 44" W a distance of 46.98 feet to a point; run thence S 01° 22' 16" W a distance of 70.00 feet to a point; run thence S 88° 37' 44" E a distance of 70.00 feet to a point; run thence N 01° 22' 16" E a distance of 70.00 feet to a point; run thence N 88° 37' 44" W a distance of 23.02 feet to the true point of beginning.

TOGETHER WITH a 20 foot ingress/egress and utility easement from the northeasterly right of way of Commerce Drive to the Leased Premises located in said Land Lot, Fayette County, Georgia, as shown on a plat of survey prepared for (Grid Towers LLC. by Tibbitts Land Surveying, Inc., James G. Secrist, Georgia RLS, No. 2586, dated September 30, 1998, and being more particularly described as follows:

Begin at a point located at the intersection of the easterly right of way line of Highway 74 (having a 60 foot right of way) and run 573.77 feet in an easterly direction along the southwesterly right of way line of Commerce Drive (having a 50 foot right of way) to a point, run thence N 35°, 00' 11" E a distance of 14.95 feet to a point and the TRUE POINT OF BEGINNING; from the TRUE POINT OF BEGINNING thus established, run thence S 49° 31' 00" E a distance of 184.78 feet to a point; run thence S 43° 05' 36" E a distance of 46.55 feet to a point; run thence S 12° 09' 05" E a distance of 39.84 feet to a point; run thence S 09° 17' 18" E a distance of 53.19 feet to a point; run thence N 15° 06' 58" W a distance of 49.81 feet to a point; run thence S 18° 27' 16" W a distance of 83.99 feet to a point; run thence S 31° 02' 08" W a distance of 141.70 feet to a point; run thence S 88° 37' 44" E a distance of 23.02 feet to a point; run thence N 31° 02' 08" E a distance of 132.52 feet to a point; run thence N 18° 27' 16" E a distance of 86.78 feet to a point; run thence N 15° 06' 58" E a distance of 51.42 feet to a point; run thence N 09° 17' 18" E a distance of 58.00 feet to a point; run thence N 12° 09' 06" W a distance of 49.16 feet to a point; run thence N 43° 05' 36" W a distance of 53.21 feet to a point; run thence N 49° 31' 00" W a distance of 187.82 feet to a point; run thence S 35°, 00' 11" W a distance of 20.09 feet to the true point of beginning.

Site Name: Tyrone Downtown
Site Number: 26142

EXHIBIT C

MEMORANDUM OF LEASE

[see following pages]

Prepared by and Return To:
American Tower Corporation
10 Presidential Way
Woburn, MA 01801
Site #26142
Site Name: Tyrone Downtown

Cross Reference: Book: _____; Pg: _____

Memorandum of Lease Agreement

THIS MEMORANDUM OF AGREEMENT ("Memorandum") is executed this ____ day of _____, 202__ by and between Town of Tyrone, with a mailing address of 950 Senoia Road, Tyrone, GA 30290 ("Landlord") and American Towers LLC, a Delaware limited liability company, with a mailing address of 10 Presidential Way, Woburn, MA 01801 ("American Tower") and evidences that on the _____ day of _____, 202__ a Lease Agreement ("Agreement") was entered into by and between Landlord and American Tower.

2. **Property.** Landlord owns certain real property described in **Exhibit "A"** ("Property"). Subject to the terms of the Agreement, Landlord has leased to American Tower a portion of the Property ("Leased Premises") and to acquire certain easements for ingress, egress and utilities ("Easements" and collectively with the Leased Premises, the "Site", as shown on **Exhibit "B"**), a license to use certain other portions of the Property and a right of first refusal to purchase the Site and/or the Property.

3. **Lease.** The initial term of the Agreement will be for ten (10) years commencing on November 5, 2026. The Agreement will automatically renew for one (1) additional period of ten (10) years unless American Tower notifies Landlord of its decision not to renew the Agreement.

4. **Notices.** All notices, requests, demands, and other communications to the Landlord or American Tower will be made at the following addresses:

Landlord:

Town of Tyrone
Attn: Brandon Perkins, Town Manager
950 Senoia Rd
Tyrone, GA 30290

American Tower

American Towers LLC
C/O American Tower Corporation
10 Presidential Way
Woburn, MA 01801
Attn: Land Management

With a Copy to:

American Towers LLC
C/O American Tower Corporation
222 Berkeley Street, 7th Floor
Boston, MA 02116
Attn: Law Department

5. **Limited Attorney-in-Fact.** Landlord hereby appoints American Tower as Landlord's attorney-in-fact coupled with an interest to prepare, execute and deliver land use and zoning and building permit applications associated with obtaining and/or maintaining government approvals for American Tower's development and use of the Site in accordance with the Agreement, on behalf of Landlord with federal, state and local governmental authorities, provided that this attorney-in-fact right will be strictly limited to land use, zoning and building applications associated with the use of the Site. This attorney-in-fact does not allow American Tower to re-zone or otherwise reclassify the Site or the Property nor place any use restrictions on any portions of the Property other than the Leased Premises.

6. **Construction of Memorandum.** This Memorandum is not a complete summary of the terms and conditions contained in the Agreement. Provisions in the Memorandum will not be used in interpreting the Agreement provisions. In the event of a conflict between this Memorandum and the Agreement, the Agreement will control.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties have executed this Memorandum as of the dates signed below.

LANDLORD

2 WITNESSES

Town of Tyrone,
a Georgia municipality

Signature: _____
Print Name: _____
Title: _____
Date: _____

Signature: _____
Print Name: _____

Signature: _____
Print Name: _____

WITNESS AND ACKNOWLEDGEMENT

State of _____

County of _____

On this ____ day of _____, 202____, before me, the undersigned Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence, to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s) or the entity upon which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Notary Public
Print Name: _____
My commission expires: _____

[SEAL]

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

AMERICAN TOWER

WITNESS

American Towers LLC,
a Delaware limited liability company

Signature: _____
Print Name: _____
Title: _____
Date: _____

Signature: _____
Print Name: _____

Signature: _____
Print Name: _____

WITNESS AND ACKNOWLEDGEMENT

Commonwealth of Massachusetts

County of Middlesex

On this ____ day of _____, 202____, before me, the undersigned Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence, to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s) or the entity upon which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Notary Public
Print Name: _____
My commission expires: _____

[SEAL]

EXHIBIT A

DESCRIPTION OR DEPICTION OF PROPERTY

The Property is described as follows:

All that tract or parcel of land, lying and being in Land Lot 139 of the 7th District of Fayette County, Georgia, and being those lands described in a Plat of survey by Koons, Wood, Moore and Shimshiok, Registered engineers, for Alton Brown dated 3-16-89 revised 6-19-90 and being more particularly described as follows:

BEGINNING at a point on the Southerly Right-of-Way of Commerce Drive (50' R/W) situated 573.77 feet as measured Southeasterly from the intersection of said right-of-way line with the Southeasterly right-of-way line of Senoia Road, formerly known as State Route 74 (80' R/W); thence run North 34 degrees 19 minutes 27 seconds East 50 feet to a point; thence North 47 degrees 21 minutes 57 seconds East, 310.00 feet to an iron pin found; thence North 11 degrees 12 minutes 26 Seconds West, 80.89 feet to a point; thence North 89 degrees 05 minutes 25 seconds East, 603.66 feet to an iron pin; thence South 02 degrees 12 minutes 31 seconds East, 175.62 feet to an iron pin; thence South 41 degrees 33 minutes 56 seconds West, 1140.43 feet to an iron pin; thence North 64 degrees 44 minutes 48 seconds West, 128.62 feet to an iron pin; thence North 00 degrees 41 minutes 50 seconds East, 305.15 feet to an iron pin; thence South 89 degrees 24 minutes 58 seconds East, 14.22 feet to an iron pin; thence south 88 degrees 58 minutes 33 seconds East, 27.05 feet to a fence corner and an iron pin set; thence North 16 degrees 02 minutes 28 seconds East, 199.88 feet to an iron pin set and fence corner; thence North 87 degrees 23 minutes 37 seconds West, 70.11 feet to an iron pin; thence North 61 degrees 11 minutes 26 seconds West, 69.52 feet to an iron pin; thence North 00 degrees 46 minutes 21 seconds East, 121.77 feet to an iron pin; thence South 55 degrees 36 minutes 21 seconds East, 17.79 feet to an iron pin which is the Point of Beginning. Said tract containing 11.265 acres according to said survey.

EXHIBIT B

SITE

Locations are approximate. American Tower may, at its option, replace this exhibit with legal descriptions obtained from a survey of the Site conducted by American Tower. The Site consists of a Leased Premises together with Easement(s) for access and utilities as depicted and/or described below:

All that tract or parcel of land lying and being located in Land Lot 139, 7th District, Fayette County, Georgia, containing 4900 square feet, more or less, as shown on a plat of survey prepared for Grid Towers, LLC. by Tibbitts Land Surveying, Inc., James G. Secrist, Georgia RLS No. 2526, dated September 30, 1998, and being more particularly described as follows:

Begin at a point located at the intersection of the easterly right of way line of Highway 74 (having a 60 foot right of way) and run 573.77 feet in an easterly direction along the southwesterly right of way line of Commerce Drive (having a 50 foot right of way) to a point, run thence N 35° 00' 11" E a distance of 14.95 feet to a point; run thence S 49° 31' 00" E a distance of 184.78 feet to a point; run thence S 43° 05' 36" E a distance of 46.55 feet to a point; run thence S 12° 09' 06" E a distance of 39.84 feet to a point; run thence S 09° 17' 18" W a distance of 53.19 feet to a point; run thence S 15° 06' 58" W a distance of 49.81 feet to a point; run thence S 18° 27' 16" W a distance of 83.99 feet to a point; run thence S 31° 02' 08" W a distance of 141.70 feet to a point and the TRUE POINT OF BEGINNING; from the TRUE POINT OF BEGINNING thus established, run thence N 88° 37' 44" W a distance of 46.98 feet to a point; run thence S 01° 22' 16" W a distance of 70.00 feet to a point; run thence S 88° 37' 44" E a distance of 70.00 feet to a point; run thence N 01° 22' 16" E a distance of 70.00 feet to a point; run thence N 88° 37' 44" W a distance of 23.02 feet to the true point of beginning.

TOGETHER WITH a 20 foot ingress/egress and utility easement from the northeasterly right of way of Commerce Drive to the Leased Premises located in said Land Lot, Fayette County, Georgia, as shown on a plat of survey prepared for (Grid Towers LLC. by Tibbitts Land Surveying, Inc., James G. Secrist, Georgia RLS, No. 2586, dated September 30, 1998, and being more particularly described as follows:

Begin at a point located at the intersection of the easterly right of way line of Highway 74 (having a 60 foot right of way) and run 573.77 feet in an easterly direction along the southwesterly right of way line of Commerce Drive (having a 50 foot right of way) to a point, run thence N 35°, 00' 11" E a distance of 14.95 feet to a point and the TRUE POINT OF BEGINNING; from the TRUE POINT OF BEGINNING thus established, run thence S 49° 31' 00" E a distance of 184.78 feet to a point; run thence S 43° 05' 36" E a distance of 46.55 feet to a point; run thence S 12° 09' 05" E a distance of 39.84 feet to a point; run thence S 09° 17' 18" E a distance of 53.19 feet to a point; run thence N 15° 06' 58" W a distance of 49.81 feet to a point; run thence S 18° 27' 16" W a distance of 83.99 feet to a point; run thence S 31° 02' 08" W a distance of 141.70 feet to a point; run thence S 88° 37' 44" E a distance of 23.02 feet to a point; run thence N 31° 02' 08" E a distance of 132.52 feet to a point; run thence N 18° 27' 16" E a distance of 86.78 feet to a point; run thence N 15° 06' 58" E a distance of 51.42 feet to a point; run thence N 09° 17' 18" E a distance of 58.00 feet to a point; run thence N 12° 09' 06" W a distance of 49.16 feet to a point; run thence N 43° 05' 36" W a distance of 53.21 feet to a point; run thence N 49° 31' 00" W a distance of 187.82' to a point; run thence S 35°, 00' 11" W a distance of 20.09 feet to the true point of beginning .