

### **THIRD AMENDMENT TO TOWER ATTACHMENT LEASE AGREEMENT**

This Third Amendment (the “Third Amendment”) to that certain Tower Attachment Lease Agreement dated July 10, 1996 by and between Savannah MSA Cellular and City of Savannah, as amended by that certain First Amendment to Tower Attachment Lease Agreement dated May 14, 2009, as amended by that certain Second Amendment to Tower Attachment Lease Agreement dated August 18, 2017 (collectively, the “Agreement”) is made and entered into as of the latter signature date hereof, by and between American Towers LLC, a Delaware limited liability company, as successor-in-interest to the Agreement (the “Lessor”) and City of Savannah, Georgia (the “Lessee”) (collectively, the “Parties”).

#### **RECITALS**

WHEREAS, Lessor owns a certain communications tower on a certain parcel of land located at 500T Strachan Avenue, Savannah, GA 31406-8505 more commonly known to Lessor as the MONTGOMERY (SA) GA tower site (the “Premises”); and

WHEREAS, Lessor and Lessee entered into the Agreement for the use of a certain portion of the Premises; and

WHEREAS, the Parties agree to extend the term of the Agreement, among other things, all on the terms and conditions as set forth herein.

NOW THEREFORE, in consideration of the foregoing promises and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto agree as follows:

- 1) Lessor and Lessee agree to extend the term of the Agreement commencing on March 1, 2020 (the “Extension Term Commencement Date”) for a period of twelve (12) years (the “Extension Term”).
- 2) Immediately following the expiration of the Extension Term, there shall be four (4) additional periods of four (4) years each (each a “Renewal Term”). The Agreement shall automatically renew for each successive Renewal Term unless either Party notifies the other in writing of its intention not to renew this Agreement at least ninety (90) days prior to the end of the then existing term.
- 3) The Monthly Rent of One Thousand Six Hundred and 00/100 Dollars (\$1,600.00) per month shall remain in effect until adjusted pursuant to the Annual Escalator as set forth in Section 4 of this Third Amendment.
- 4) Effective upon March 1, 2021, and each anniversary thereafter during the term, the Monthly Rent shall be increased by three percent (3%) (“Annual Escalator”).
- 5) Lessor and Lessee agree and acknowledge that all future payments of the Monthly

Lessor Site Name/Number: MONTGOMERY (SA) GA / 97314

Lessor Contract Number: SE017379

Lessee Site Name/Number: Southside / 23

Rent shall be made to the Lessor at the following remittance address:

American Tower Corporation  
29637 Network Place  
Chicago, IL 60673-1296

- 6) Capitalized terms contained herein, unless otherwise defined, are intended to have the same meaning and effect as that set forth in the Agreement.
- 7) All other terms and provisions of the Agreement remain in full force and effect.

[SIGNATURES APPEAR ON THE NEXT PAGE]

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Lessor Site Name/Number: MONTGOMERY (SA) GA / 97314

Lessor Contract Number: SE017379

Lessee Site Name/Number: Southside / 23

**IN WITNESS WHEREOF**, the Parties hereto have set their hands to this Third Amendment to that certain Tower Attachment Lease Agreement as of the day and year written below:

**LESSEE:**

Mayor and Aldermen of  
the City of Savannah

**LESSOR:**

American Towers LLC, a Delaware  
limited liability company

By: City Manager  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_