

STATE OF GEORGIA)
)
CHATHAM COUNTY)

REVOCABLE LICENSE ENCROACHMENT AGREEMENT

THIS REVOCABLE LICENSE ENCROACHMENT AGREEMENT (“Agreement”) is made and entered into on the ____ day of _____, 2019, by and between **THE MAYOR AND ALDERMEN OF THE CITY OF SAVANNAH**, a municipal corporation organized and existing under the laws of the State of Georgia, as party of the first part (referred to as the “City”), and **CELLCO PARTNERSHIP D/B/A VERIZON WIRELESS** as party of the second part, its heirs, successors and assigns, (referred to as the “Grantee”).

WITNESSETH

1. For and in consideration of the true and faithful performance of the mutual covenants herein contained, City hereby grants to the Grantee a Revocable License to construct/ install and/or allow to remain, improvement(s) (“Improvement” or “Improvements”) that encroaches upon, uses and/or occupies portions of the space under, on and/or above public rights-of-way. The location and description of the encroachment is more particularly described in *Exhibit “A”*, attached hereto, and made a part hereof for all purposes. The encroachment is also subject to any special conditions noted during approval by the

Mayor and Alderman of the City of Savannah as recorded in the official meeting agenda, minutes, and other public records.

2. The City hereby grants to the Grantee a Revocable License to Encroach within the City's right-of-way and agrees to the following: that the Improvement shall remain the property of the Grantee, that the Grantee shall take full responsibility, including maintenance and/or repair, of the Improvement, that there shall be no cost to the City for the purchase, installation, operation, maintenance, and/or removal of said Improvement.

3. The Grantee expressly understands and agrees that the Improvement encroaches upon the City's premises, and that the Improvement may remain so long as they shall stand in good condition. If the Improvement is in need of inspection, and/or repair, the Grantee expressly allows the City to enter the premises to inspect the Improvement.

4. If the Grantee, his heirs, successors and/or assigns desires to remove improvements, and terminate this agreement, Grantee shall, at the option of the City and at no expense to the City, restore the right-of-way by filling in any holes or other damage by the removal of the same, to a condition acceptable to the City, and in accordance with then existing City specifications. It is understood and agreed to by Grantee that if this Agreement terminates and Grantee fails to remove the Improvement, Owner hereby gives City permission to remove the Improvement and any supporting structures and assess a lien on the Property for the costs expended by the City to remove such Improvement.

5. The City may enter and utilize the referenced areas at any time for the purpose of installing or maintaining improvements necessary for the health, safety and welfare of the public or for any other public purpose. In this regard, Grantee understands and agrees that the City shall bear no responsibility or liability for damage or disruption of Improvement installed by Grantee or its successors, but the City will make reasonable efforts to minimize such damage.

6. It is further understood and agreed upon between the parties hereto that if the governing body of the City may at any time during the term hereof determine in its sole discretion to use or cause or permit the right-of-way to be used for any other public purpose, including but not being limited to

underground, surface or overhead communication, drainage, sanitary sewerage, transmission of natural gas or electricity, or any other public purpose, whether presently contemplated or not ("Public Purpose"), then this Agreement, upon written notice from the City to Grantee, shall terminate with respect to any Improvements that may need to be removed for such Public Purpose; provided, however, (i) such notice shall identify the location of Improvements to be removed for the Public Purpose, and shall include the right of Grantee to be heard regarding any termination of rights granted hereunder; (ii) and termination of a portion of this Agreement or a termination of some but not all Improvements of Grantee, shall not affect the remaining provisions of this Agreement or any other Improvements not affected by the Public Purpose; and (iii) in the event of sure notice, City and Grantee shall use its best efforts to relocate Grantee's Improvements to a mutually agreeable location to avoid any disruption of services provided by Grantee pursuant to that certain Franchise Agreement of even date herewith ("Franchise Agreement").

7. Grantee understands and agrees that the granting of any encroachment grants no ownership rights to the property.

8. Grantee agrees to comply fully with all applicable federal, state and local laws, statutes, ordinances, codes or regulations in connection with the construction, operation and maintenance of said Improvement, encroachment and uses.

9. Grantee covenants and agrees to indemnify, and does hereby indemnify, hold harmless and defend the City, its officers, agents, servants and employees, from and against any and all claims or suits for property damage or loss and/or personal injury, including death, to any and all persons, arising out of or in connection with, directly or indirectly, the construction, maintenance, occupancy, use, existence or location of said improvement and encroachment and uses granted hereunder.

10. Grantee agrees to the recording of this agreement in the Chatham County Clerk's Office in order to memorialize of record the understanding between the parties. Upon removal of the said Improvement, the parties agree to record a Termination of Encroachment Agreement to remove this agreement of record. In the event the governing body of the City decides to revoke the license at any time

or for any reason, then the City may file a Termination of Encroachment Agreement which shall terminate the license.

11. This agreement shall be binding upon the parties hereto, their successors and assigns, including subsequent owners of the Improvement, in perpetuity or until a Termination of Encroachment Agreement is recorded.

12. Governing Law: This agreement shall be interpreted and construed in accordance with the laws of the State of Georgia.

13. Binding Effect: This agreement and the covenants contained herein shall be binding upon the parties hereto, their successors and assigns and shall ensure to the benefit of them, their heirs, successors and assigns.

14. Entire Agreement: This agreement is a non-exclusive encroachment license as referenced in that certain Franchise Agreement of even date herewith. In the event of a contradiction, modification or inconsistency between the terms and conditions of this Agreement and the Franchise Agreement, the terms and conditions of the Franchise Agreement shall control. This Agreement may not be amended or varied except in a writing signed by all parties. No oral agreement, promises or understandings shall be binding upon either party in any dispute, controversy or proceeding.

15. No Waiver: Any failure by a party hereto to insist upon the strict performance by the other party of any of the provisions of this agreement shall not be deemed a waiver of any of the provisions hereof, and such party, notwithstanding any such failure, shall have the right thereafter to insist upon the strict performance by the other party of the provisions of this agreement to be performed by the other party.

16. Enforceability: If any provision of this agreement is invalid or unenforceable as against any person or under certain circumstances, the remainder of this agreement and applicability of such provision to other persons or circumstances shall not be affected thereby. Each provision of this agreement, except as otherwise herein provided, shall be valid and enforceable to the fullest extent permitted by law.

IN WITNESS WHEREOF, the parties have duly executed this agreement the day and year first above written.

**MAYOR AND ALDERMEN OF THE
CITY OF SAVANNAH**

By: _____
City Manager

Attest: _____
Clerk of Council

By: Cellco Partnership, its General Partner

Title: _____

GRANTEE

VERIZON WIRELESS OF THE EAST LP
d/b/a Verizon Wireless

By: Cellco Partnership, its General Partner

By: _____

Title: _____

Attest: _____

**As to the Mayor and Aldermen
of the City of Savannah,**

Signed, sealed and delivered this ____ day
of _____, 2019 in the presence of:

Witness

Notary Public, Chatham County, Georgia.
My Commission Expires: _____.

[NOTARY SEAL]

As to the Grantee,

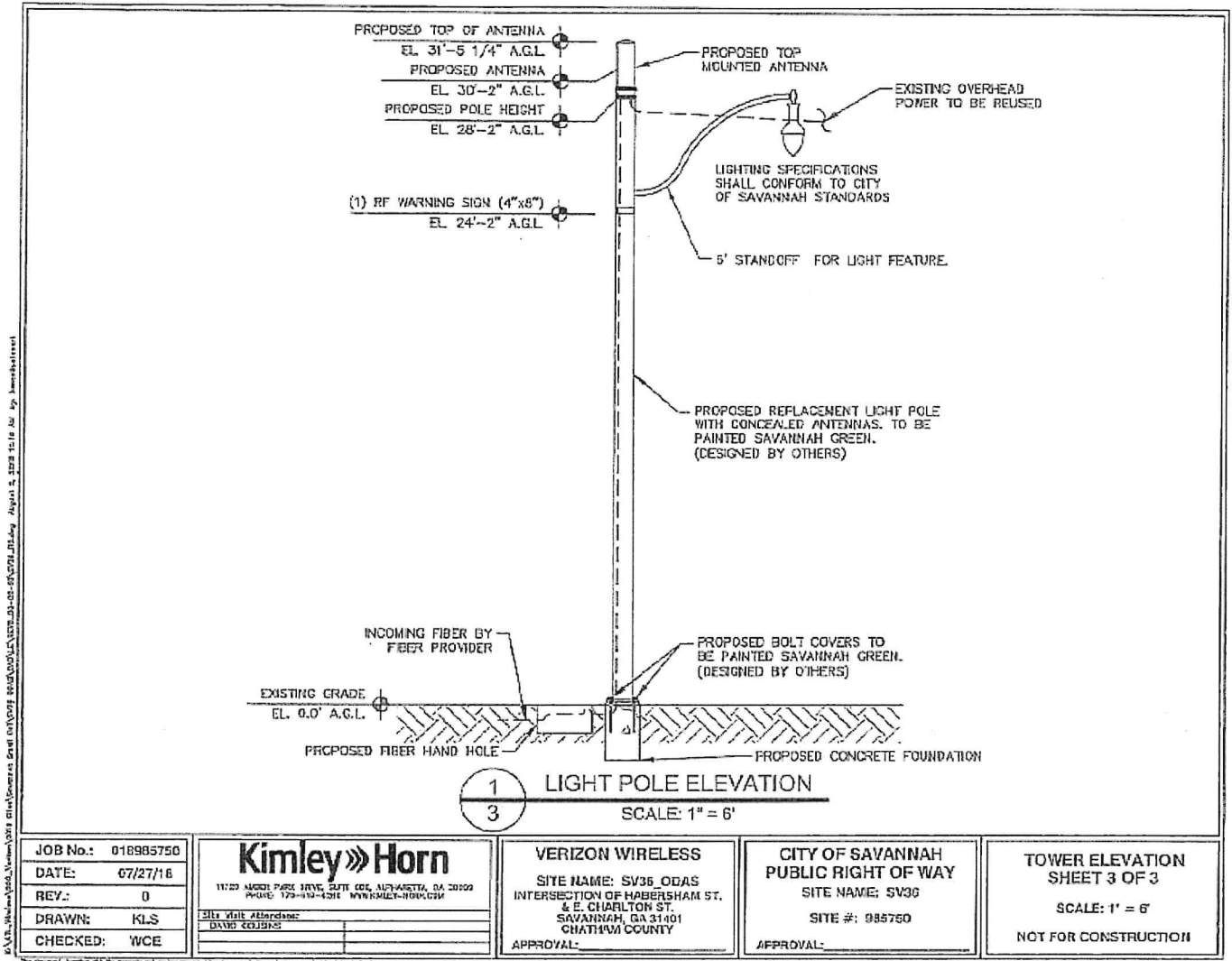
Signed, sealed and delivered this ____ day of
_____, 2019 in the presence of:

Witness

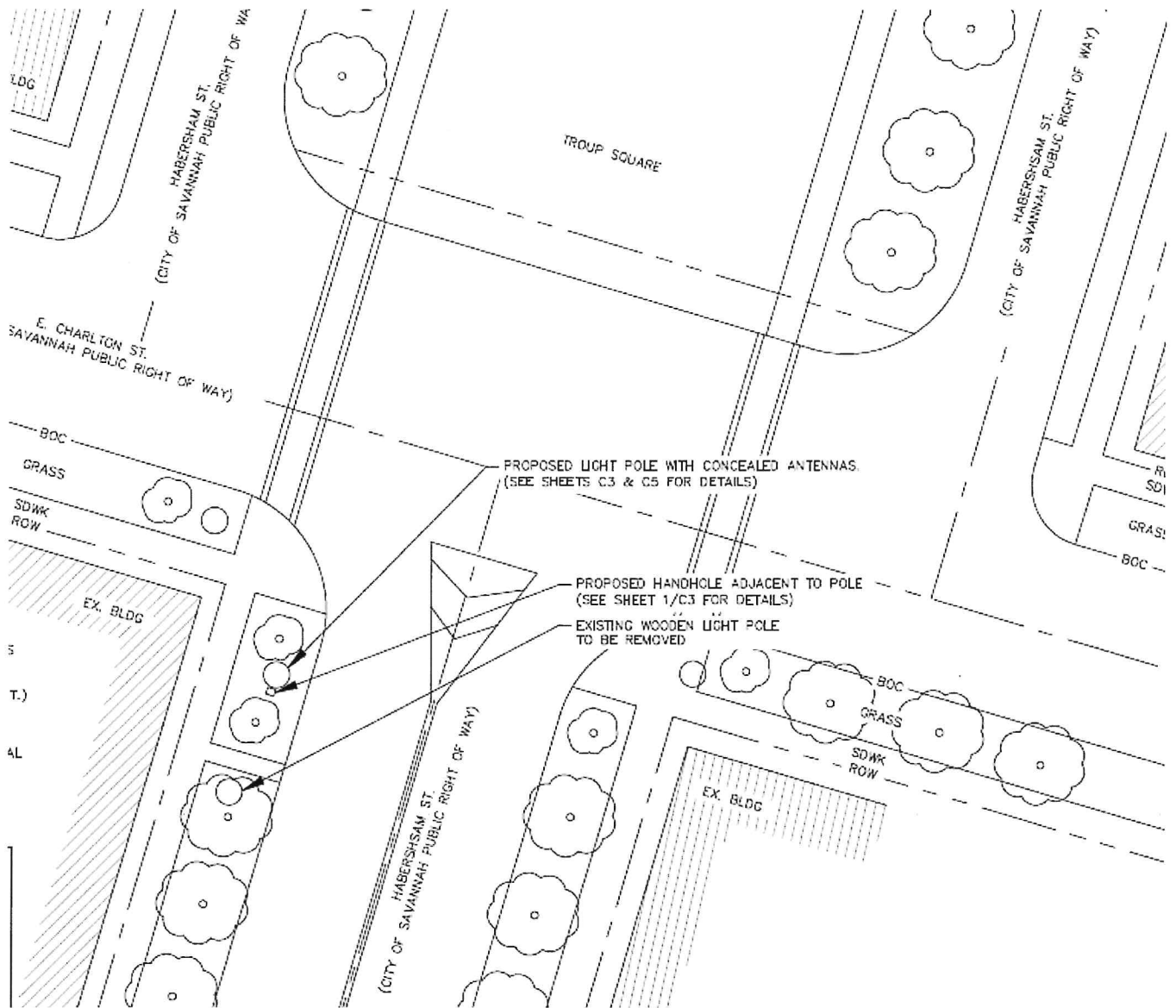
Notary Public, Chatham County, Georgia.
My Commission Expires: _____.

[NOTARY SEAL]

EXHIBIT "A"

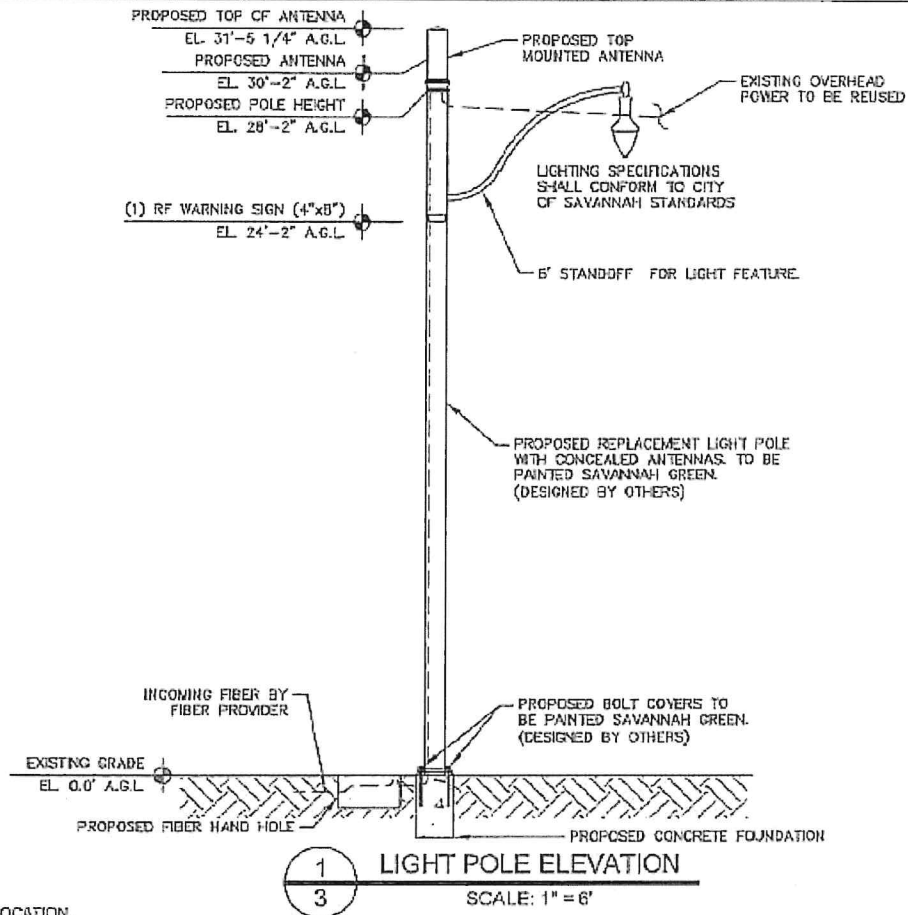


SV36 Site



SV36 Site

EXHIBIT "A"



REV 1: ADJUST POLE LOCATION.

| | |
|----------|-----------|
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| DATE: | 06/06/10 |
| REV.: | 1 |
| DRAWN: | KLS |
| CHECKED: | WCE |

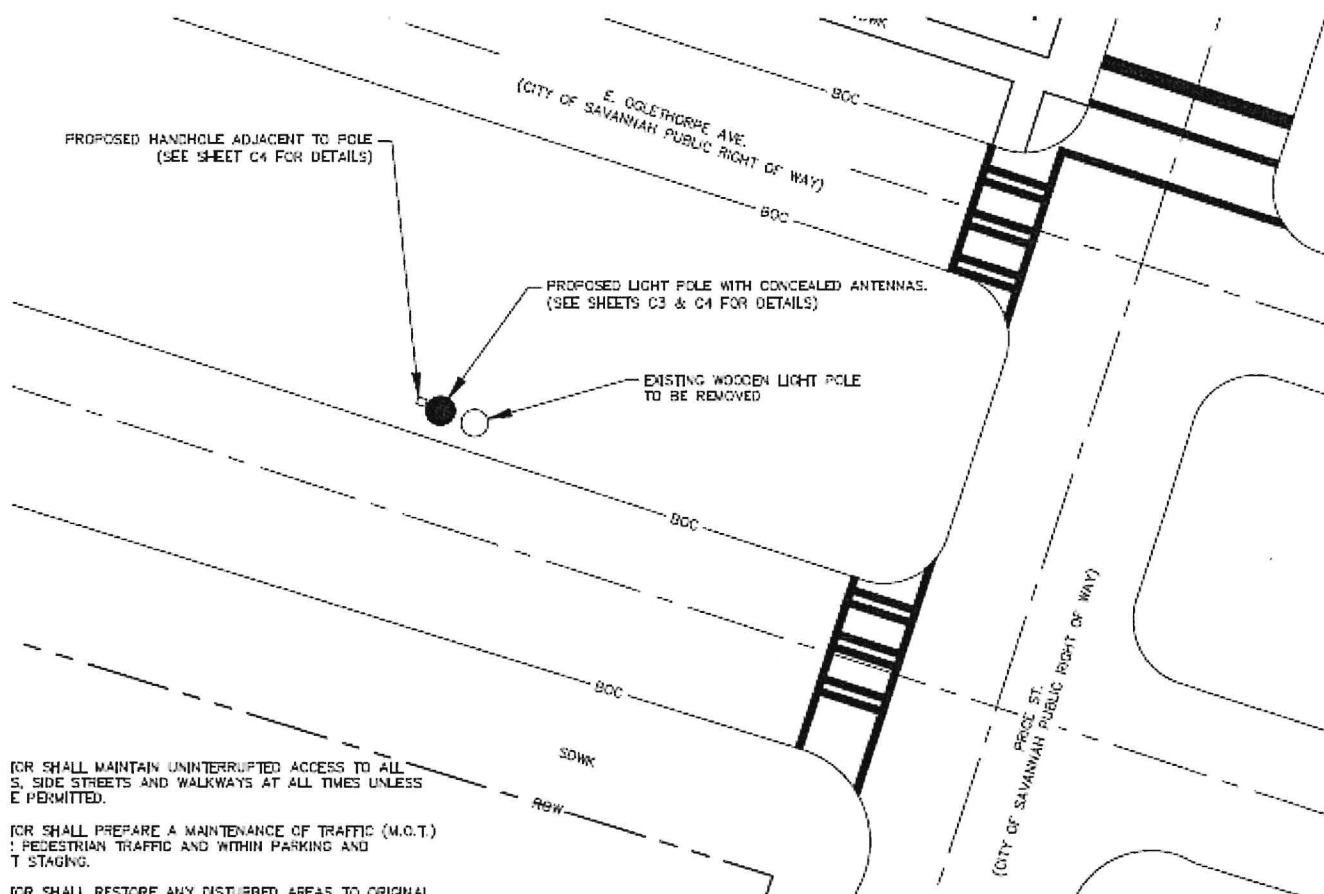
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|--|
| Kimley»Horn |
| 11720 JAMES PARK DRIVE, SUITE 600, ALPHARETTA, GA 30007 PHONE: 770-415-1210 WWW.KIMLEY-HORN.COM |
| Site Visit Attendance DAVID COLEMAN |

| |
|--|
| VERIZON WIRELESS |
| SITE NAME: SV37_ODAS ON E. OGLETHORPE AVE. (BETWEEN HABERSHAM ST. & PRICE ST.) SAVANNAH, GA 31401 CHATHAM COUNTY |
| APPROVAL: |

| |
|---|
| CITY OF SAVANNAH PUBLIC RIGHT OF WAY |
| SITE NAME: SV37 SITE #: 985750 |
| APPROVAL: |

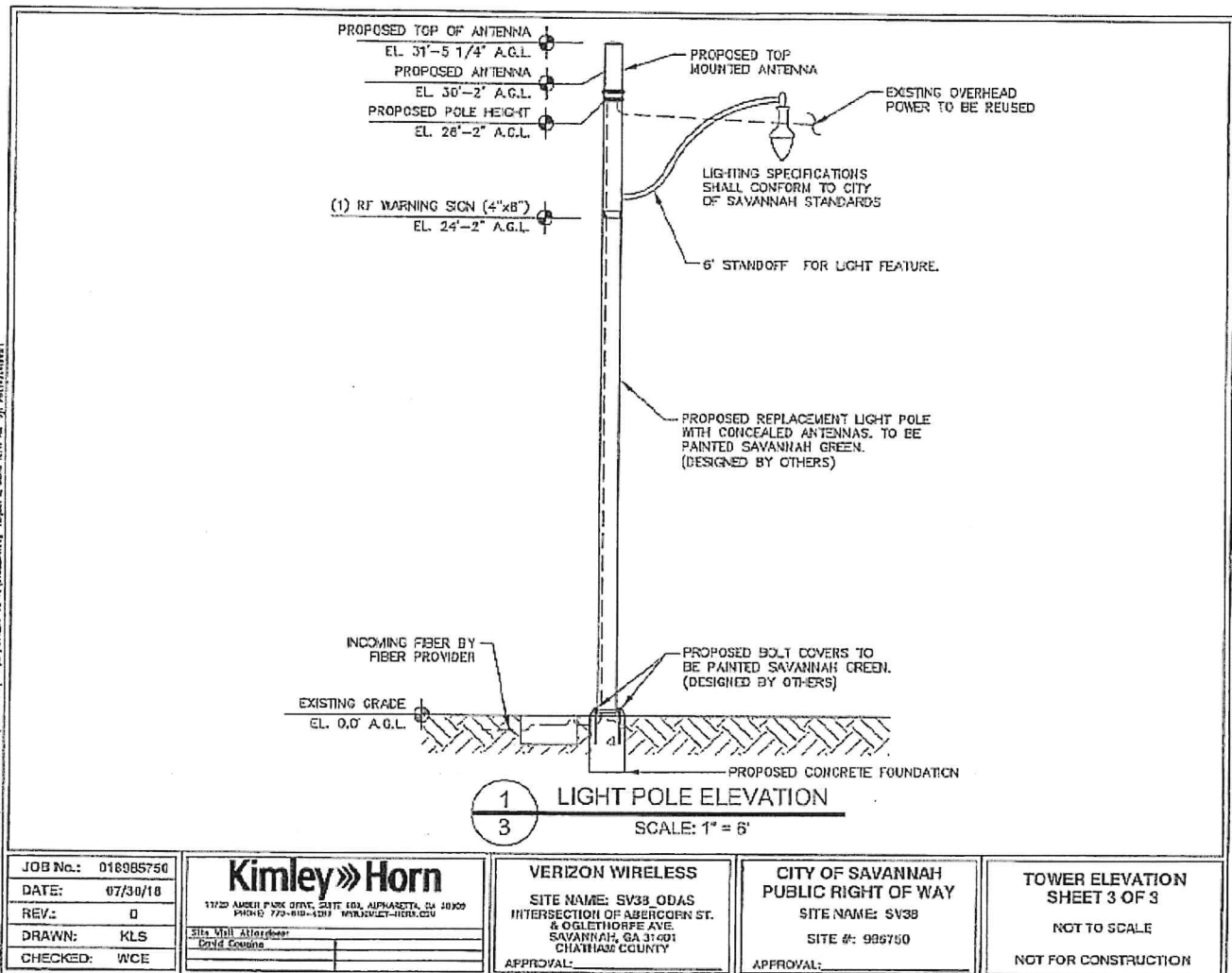
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|---|
| TOWER ELEVATION SHEET 3 OF 3 |
| SCALE: 1" = 6' |
| NOT FOR CONSTRUCTION |

SV37 Site

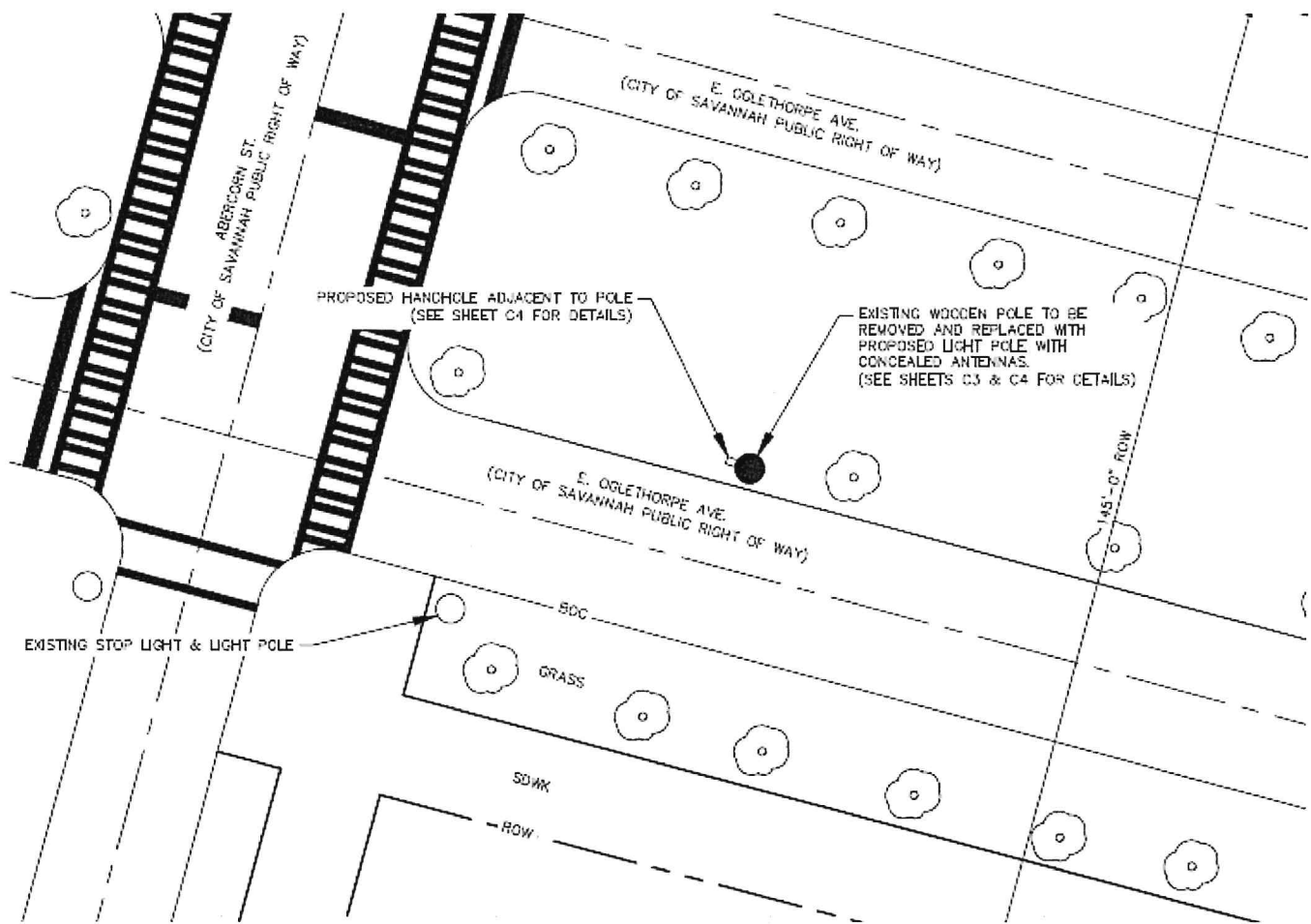


SV37 Site

EXHIBIT "A"

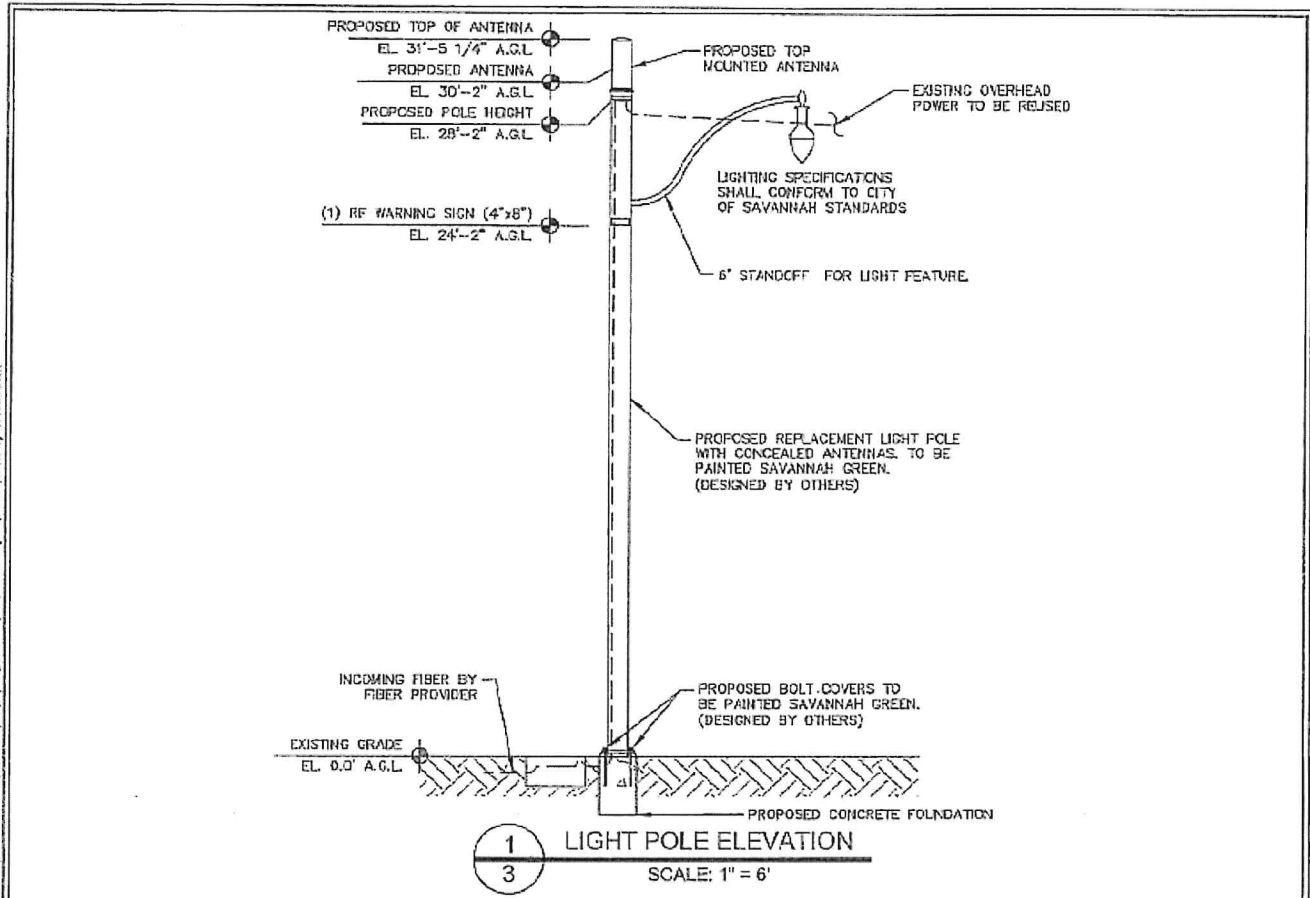


SV38 Site



SV38 Site

EXHIBIT "A"

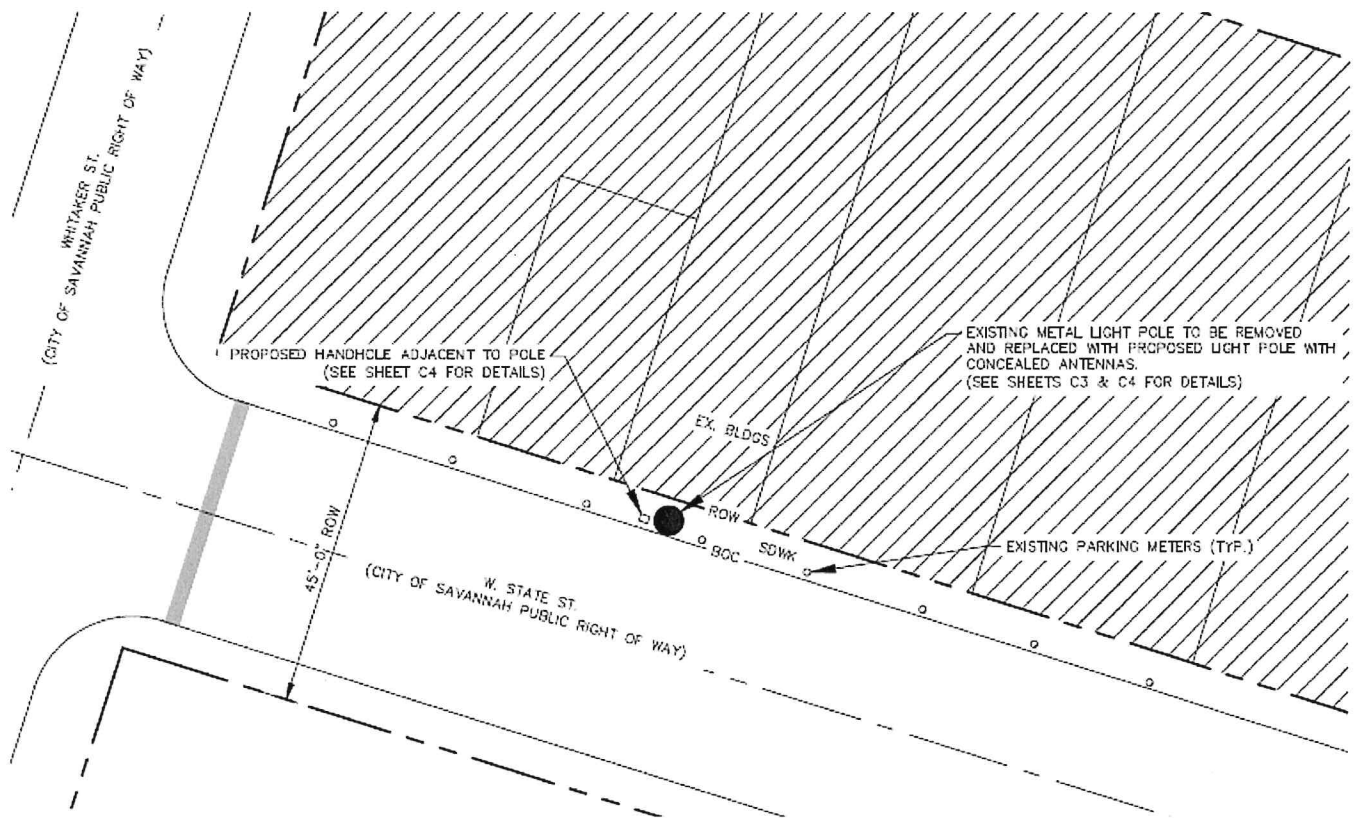


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|--------------------|--|---|---------------------|----------------------|
| JOB No.: 018995750 | Kimley»Horn 11724 ANDER PARK DRIVE, SUITE 500, ALPHARETTA, GA 30009 PHONE: 770-219-1500 WWW.KIMLEY-HORN.COM | VERIZON WIRELESS | CITY OF SAVANNAH | TOWER ELEVATION |
| DATE: 07/30/18 | | SITE NAME: SV39 ODAS | PUBLIC RIGHT OF WAY | SHEET 3 OF 3 |
| REV.: 0 | | INTERSECTION OF WHITAKER ST. & W. STATE ST. | SITE NAME: SV39 | NOT TO SCALE |
| DRAWN: KLS | | SAVANNAH, GA 31401 | SITE #: 985750 | NOT FOR CONSTRUCTION |
| CHECKED: WCE | Site Visit Attended: David Gussling | CHATHAM COUNTY | APPROVAL: | |

K:\E:\Projects\2018\Verizon\SV39 Site\Main.dwg Plot Date: 08/01/18 Plot By: kussling

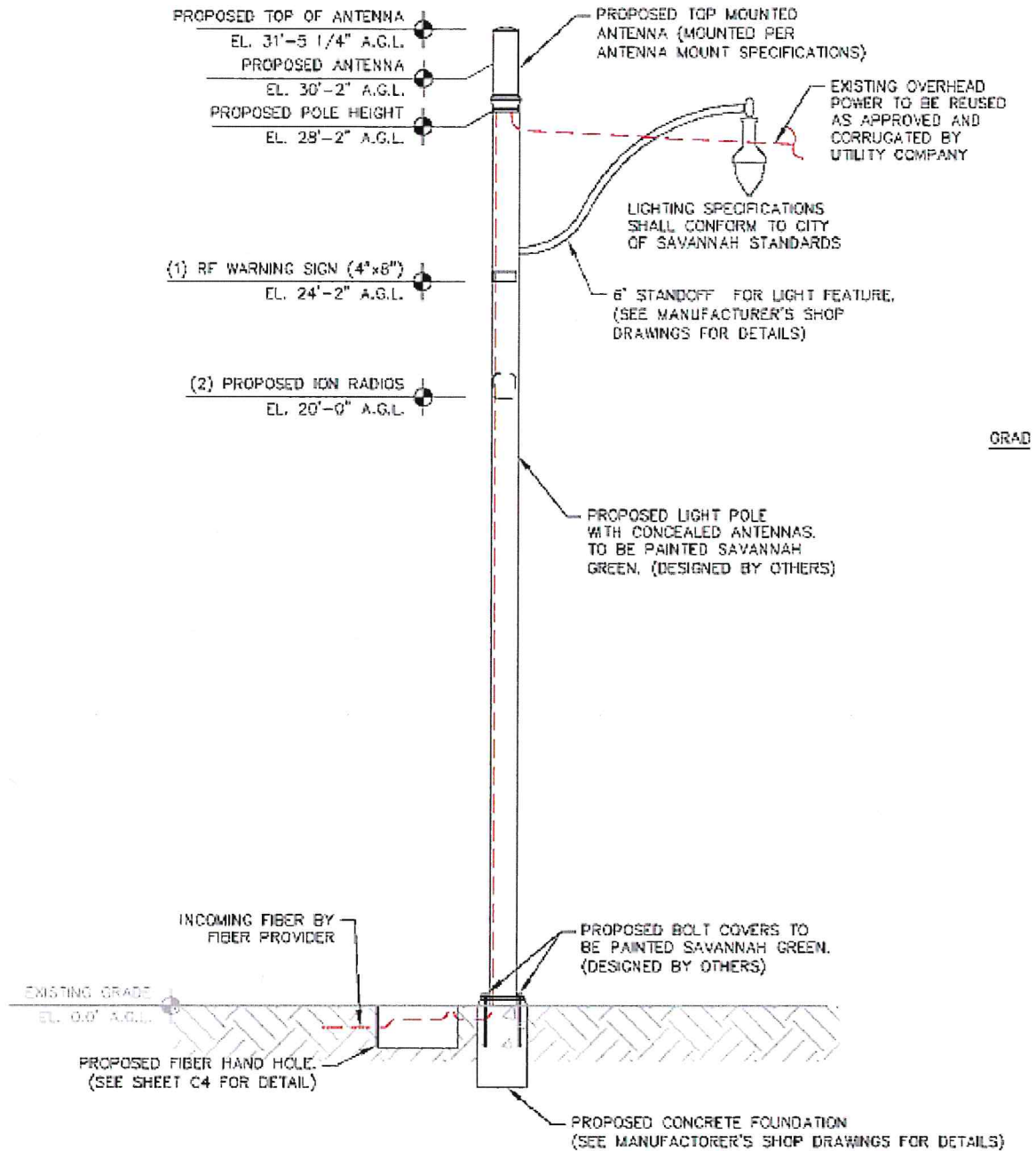
This document, together with the associated design professional's seal, is the property of Kimley-Horn & Associates, Inc. and shall not be used for any other project without the written consent of Kimley-Horn & Associates, Inc. The design professional's seal is the property of Kimley-Horn & Associates, Inc. and shall not be used for any other project without the written consent of Kimley-Horn & Associates, Inc.

SV39 Site

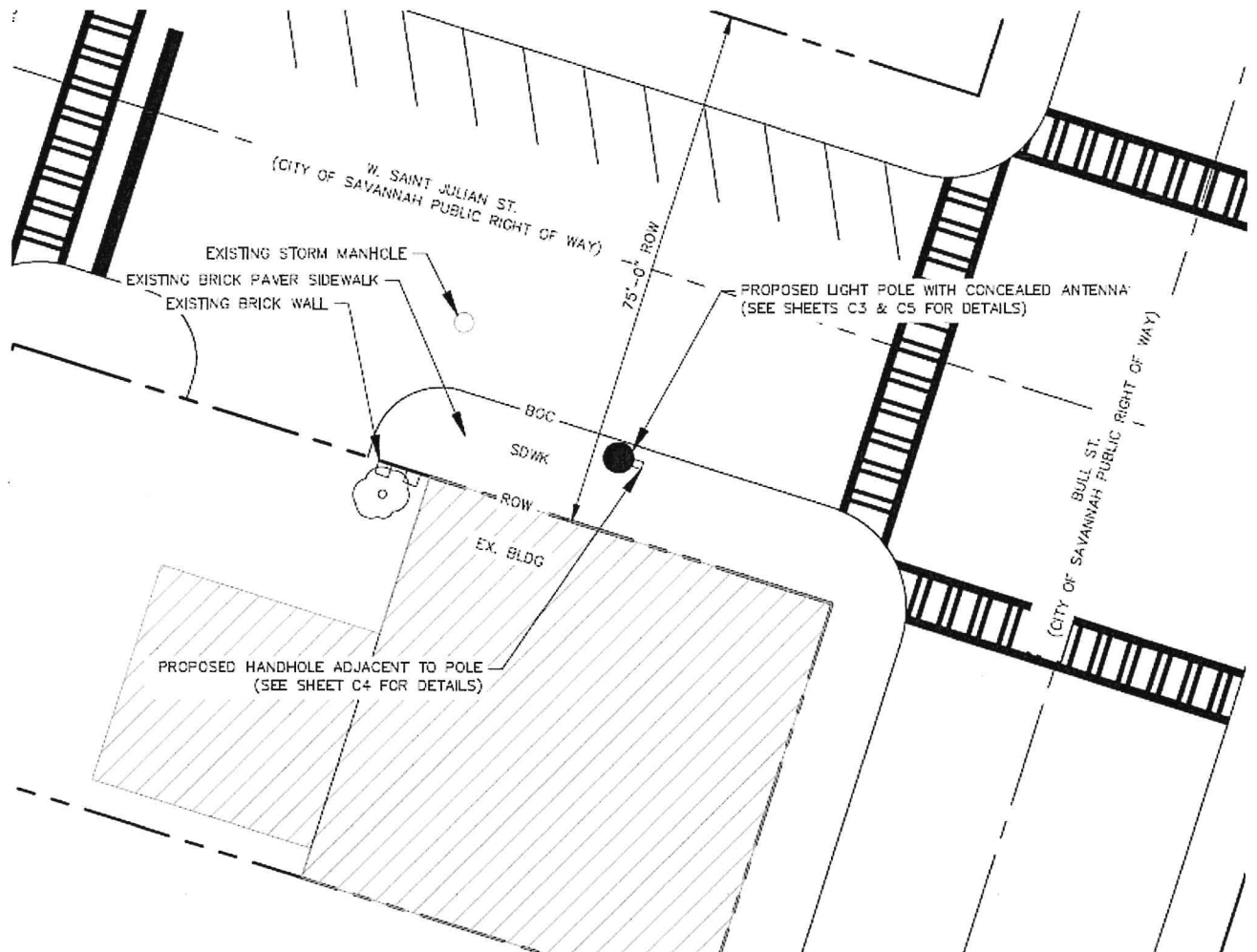


SV39 Site

EXHIBIT "A"

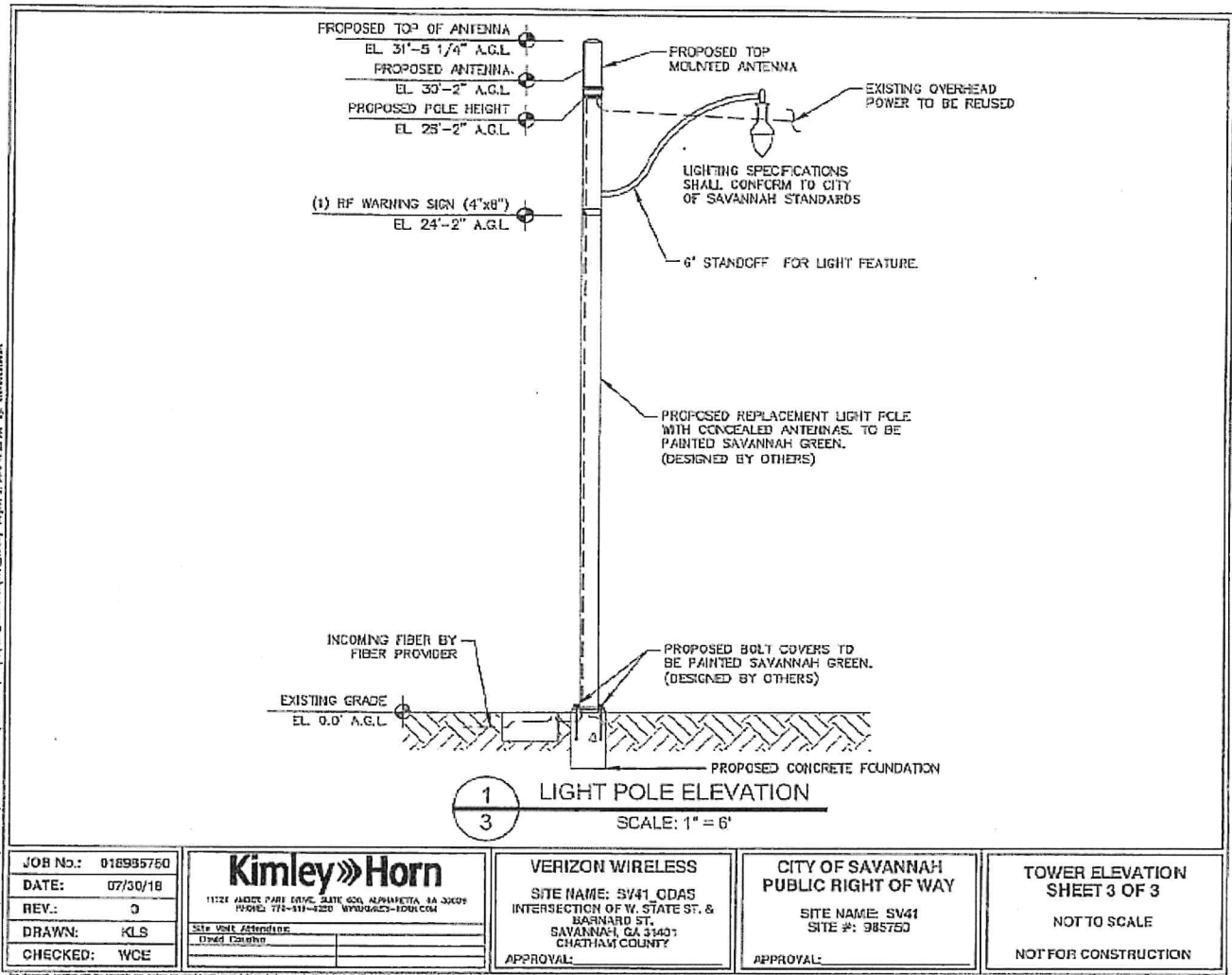


SV40 Site

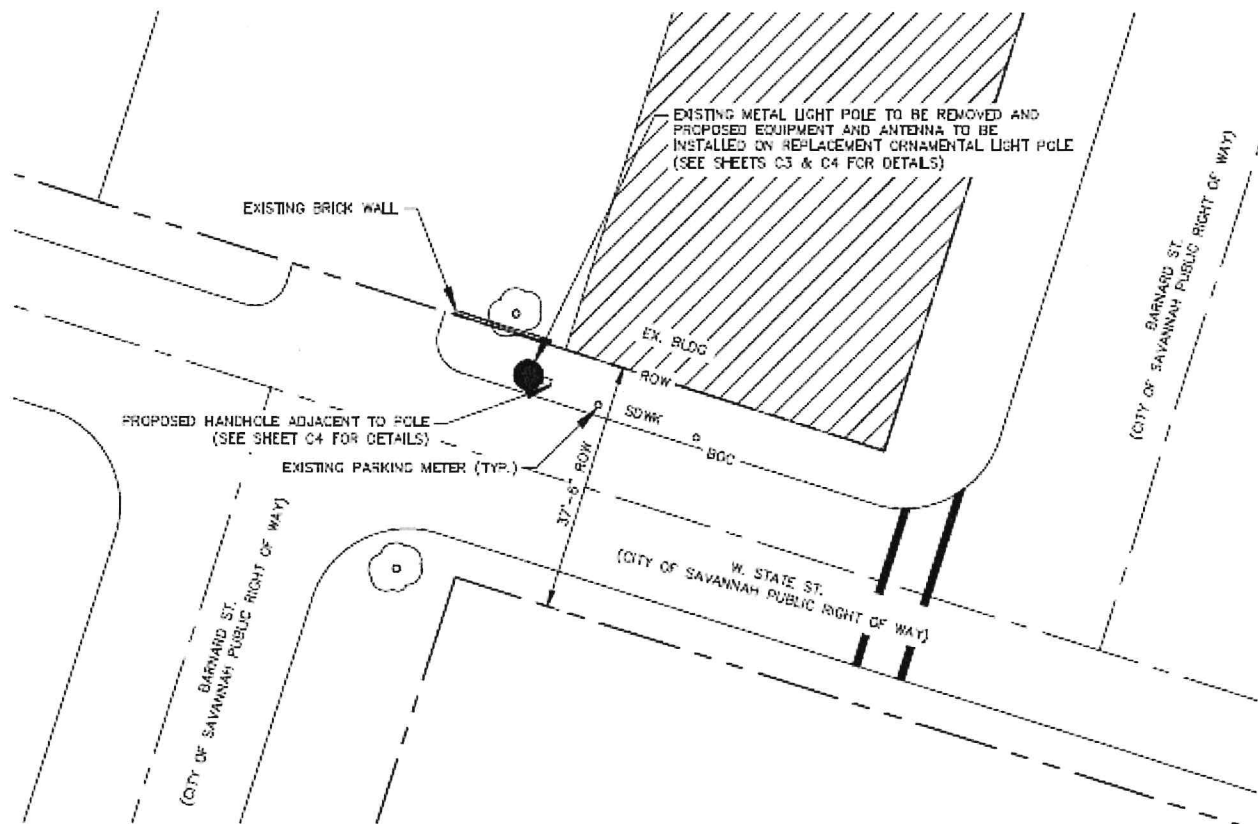


SV40 Site

EXHIBIT "A"

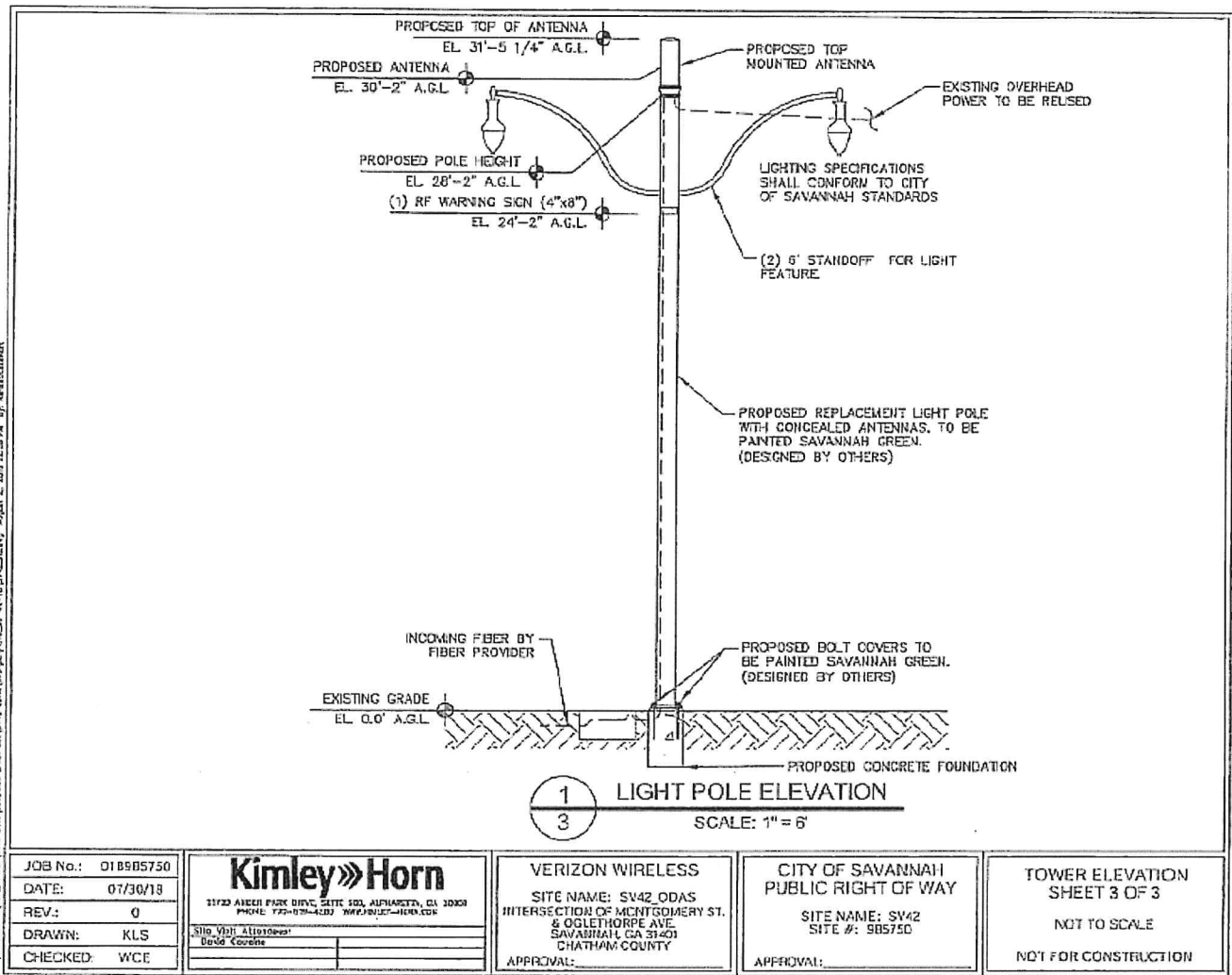


SV41 Site

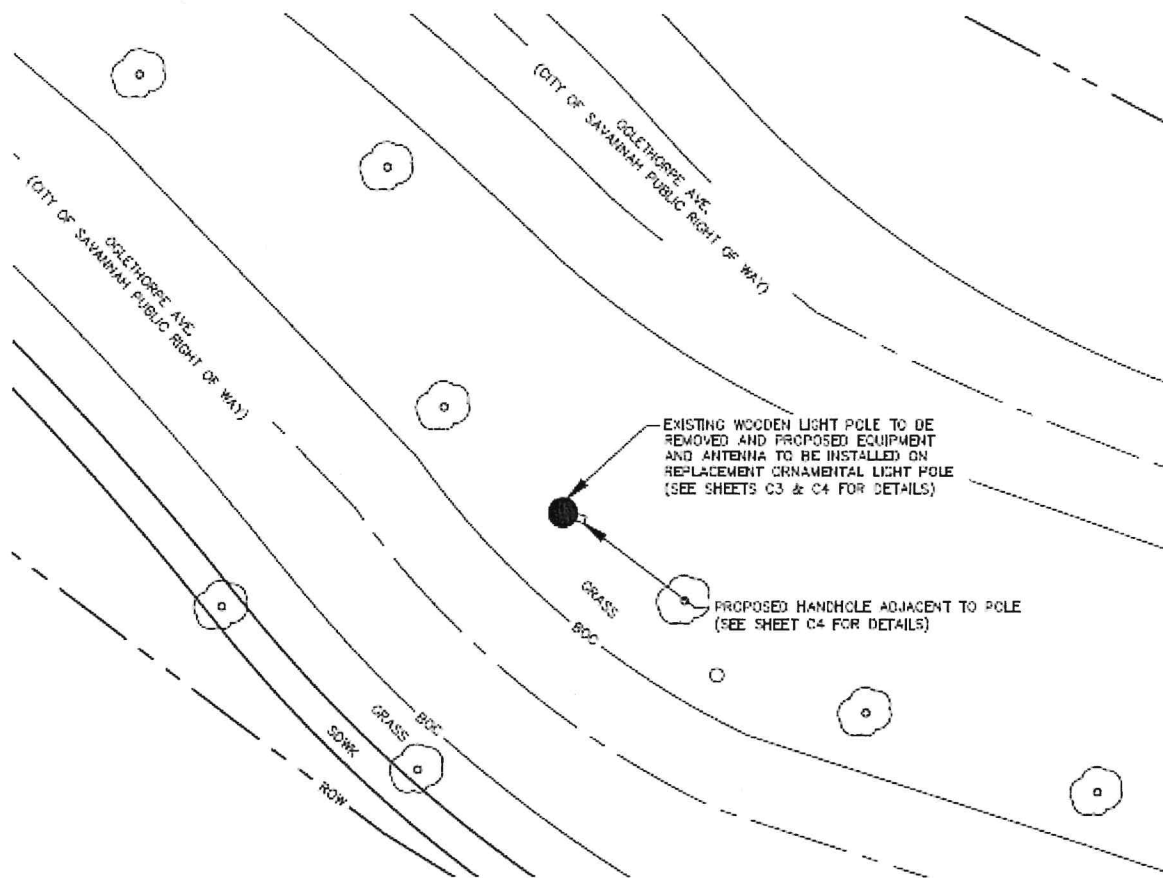


SV41 Site

EXHIBIT "A"

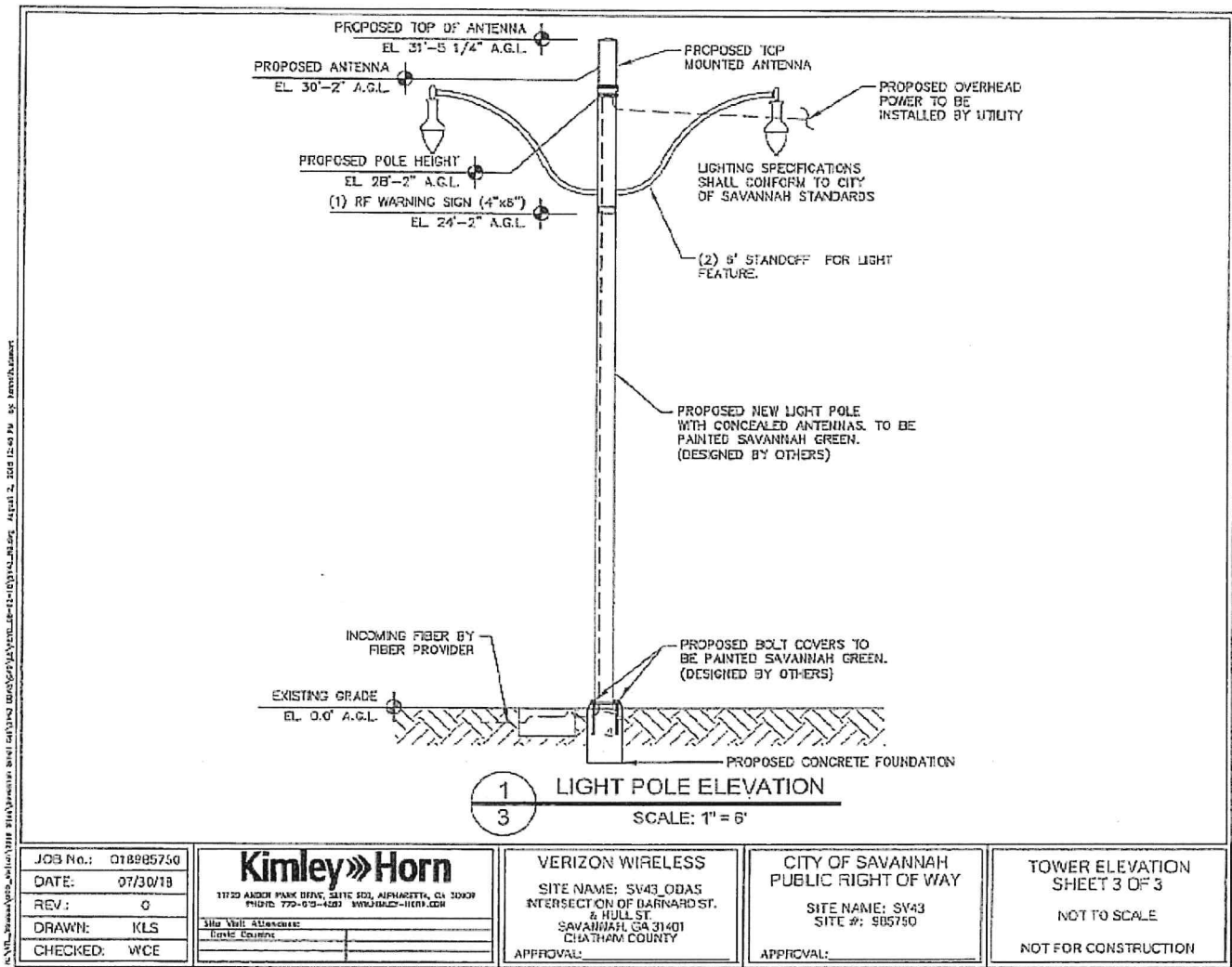


SV42 Site



SV42 Site

EXHIBIT "A"



JOB No.: 018985750
DATE: 07/30/18
REV: 0
DRAWN: KLS
CHECKED: WCE

Kimley»Horn

11720 ANDER PARK DRIVE, SUITE 201, ALPHARETTA, GA 30629
PHONE: 770-654-4283 WWW.KIMLEY-HORN.COM

Site Visit Attendance:
David Collins

VERIZON WIRELESS

SITE NAME: SV43_ODAS
INTERSECTION OF DARNARD ST.
& HULL ST.
SAVANNAH, GA 31401
CHATHAM COUNTY

APPROVAL:

CITY OF SAVANNAH
PUBLIC RIGHT OF WAY

SITE NAME: SV43
SITE #: SB5750

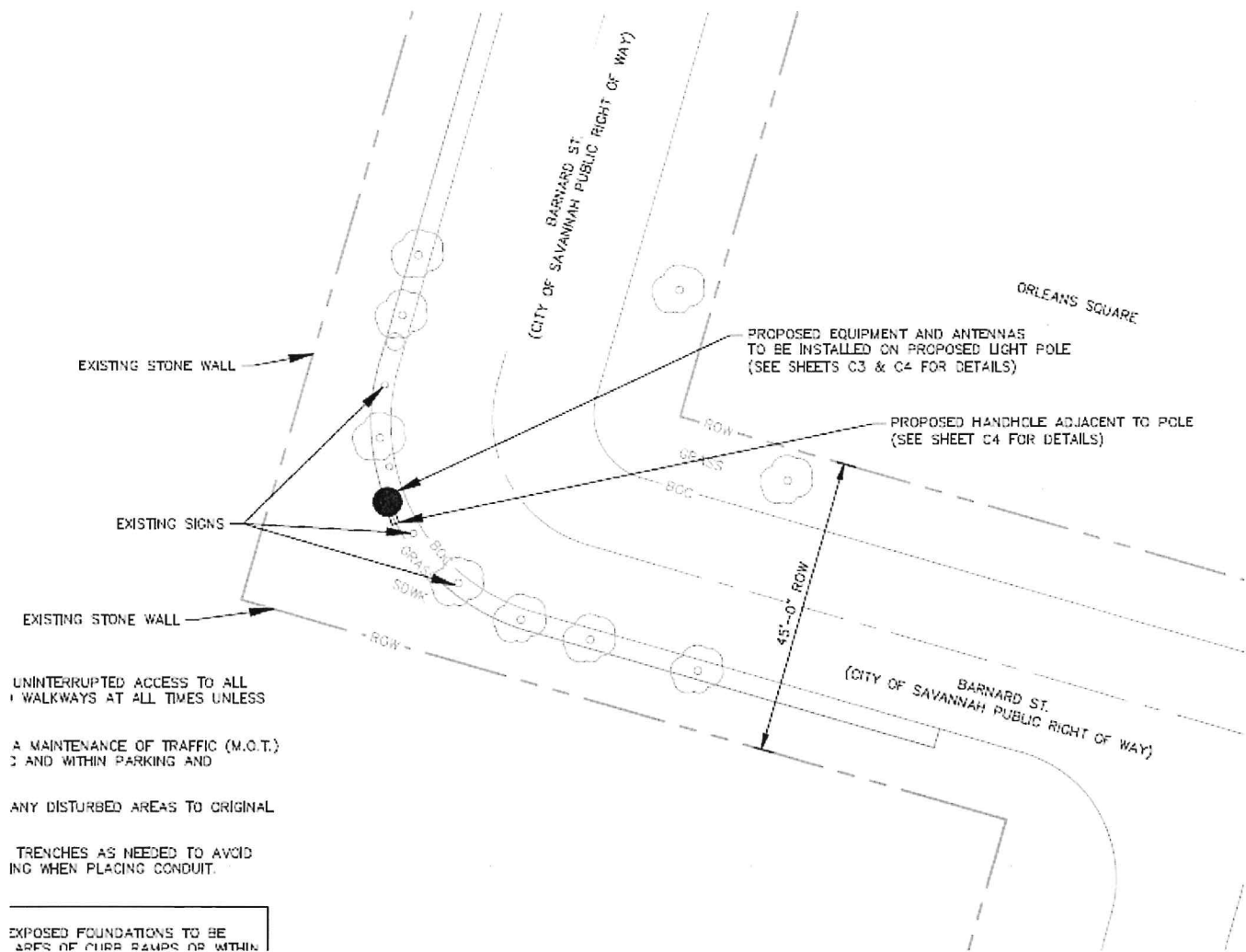
APPROVAL:

TOWER ELEVATION
SHEET 3 OF 3

NOT TO SCALE

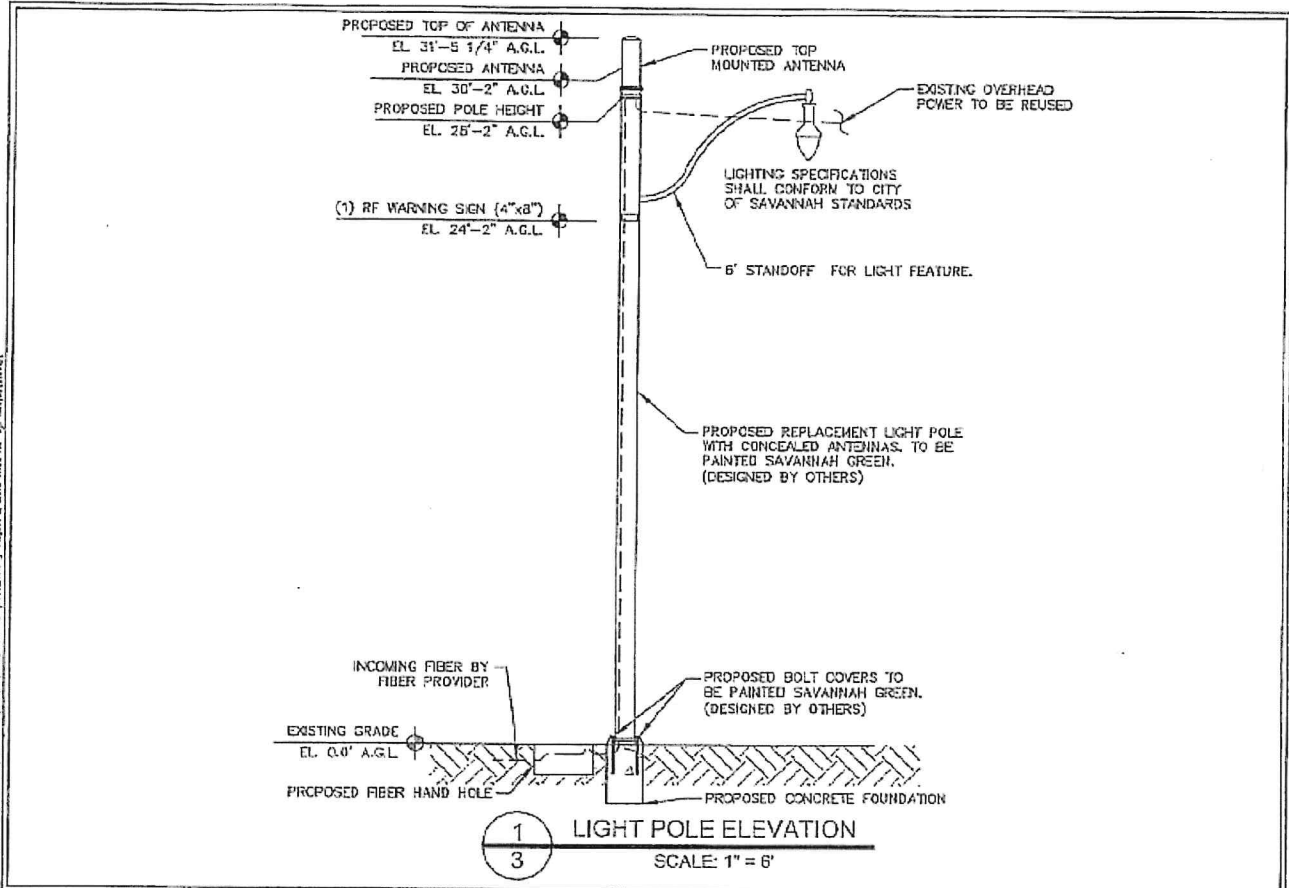
NOT FOR CONSTRUCTION

SV43 Site



SV43 Site

EXHIBIT A

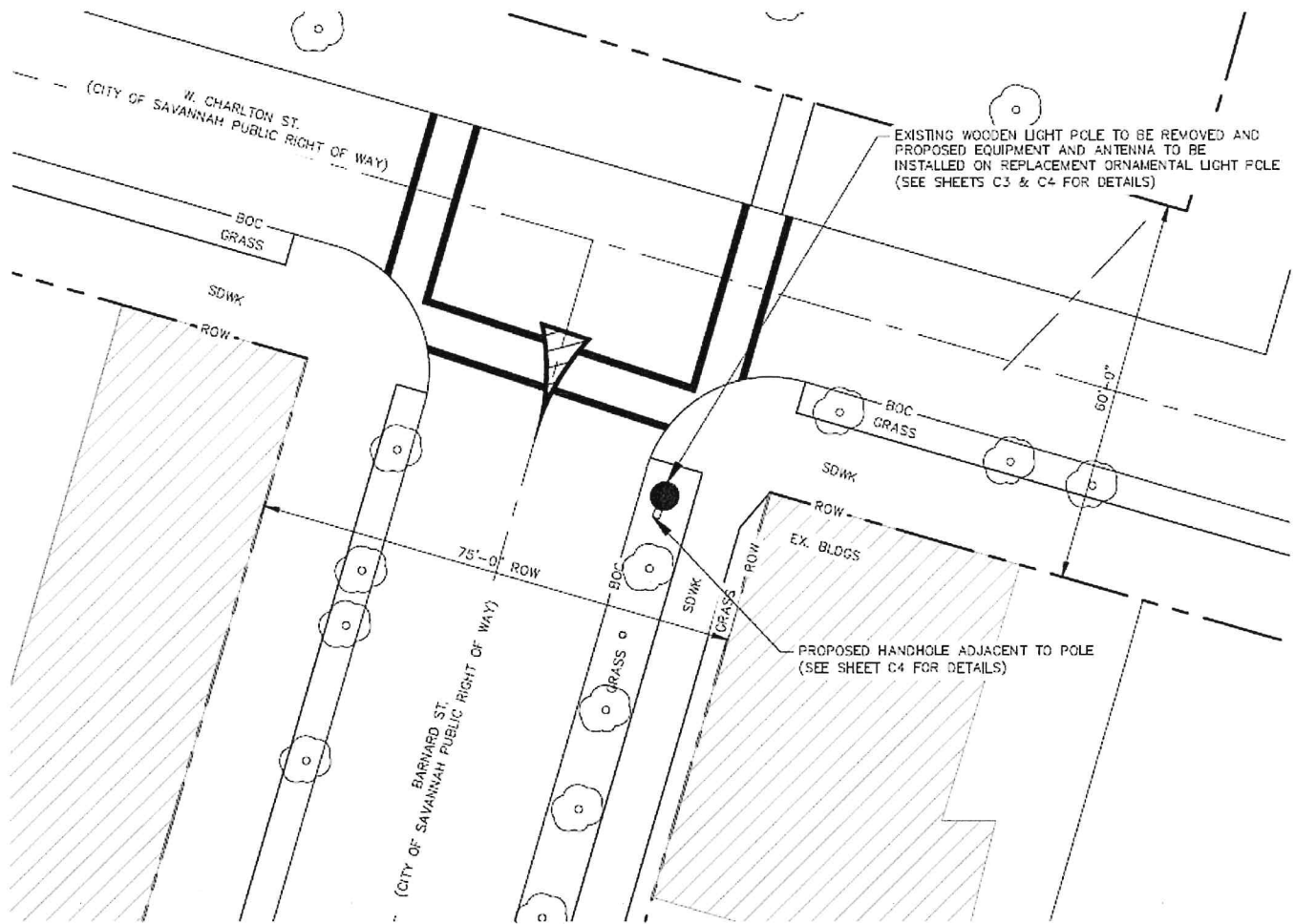


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|--|---|--|--|---|
| JOB No.: 018985750 DATE: 07/30/18 REV.: 0 DRAWN: KLS CHECKED: WCE | Kimley»Horn 13725 AMER PLY DRIVE, SUITE 100, ALPHARETTA, GA 30004 PHONE: 770-818-4200 WWW.KH.COM | VERIZON WIRELESS SITE NAME: SV44_ODAS INTERSECTION OF BARNARD ST. & W. CHARLTON ST. SAVANNAH, GA 31401 CHATHAM COUNTY APPROVAL: | CITY OF SAVANNAH PUBLIC RIGHT OF WAY SITE NAME: SV44 SITE #: 985750 APPROVAL: | TOWER ELEVATION SHEET 3 OF 3 NOT TO SCALE NOT FOR CONSTRUCTION |
|--|---|--|--|---|

This document, together with the drawings, is a contract for the design and construction of the project. It is the responsibility of the client to ensure that the project is completed in accordance with the design and construction requirements. The client is responsible for obtaining all necessary permits and approvals. The client is also responsible for ensuring that the project is completed in accordance with the design and construction requirements. The client is also responsible for ensuring that the project is completed in accordance with the design and construction requirements.

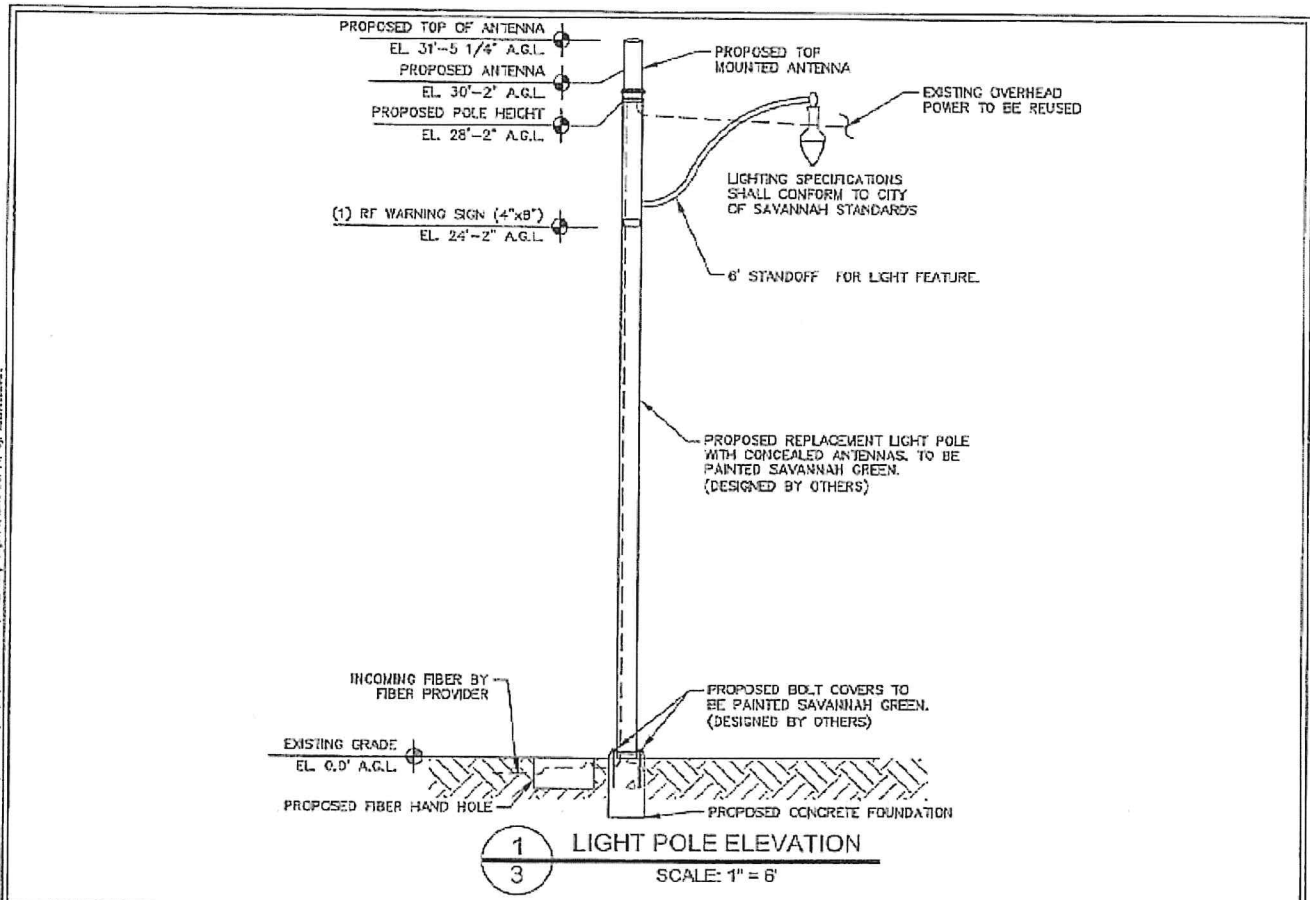
SV44 Site

EXHIBIT A



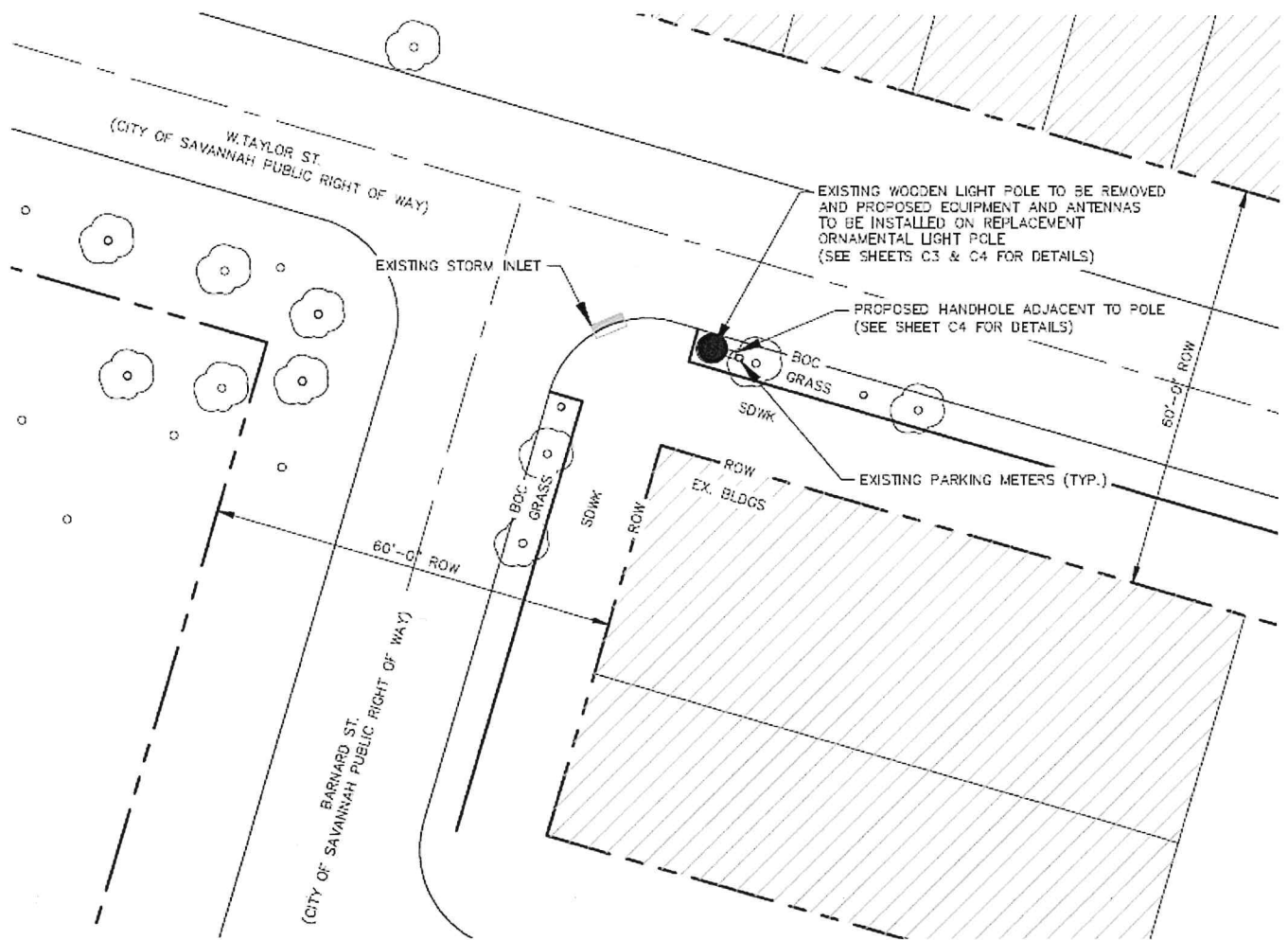
SV44 Site

EXHIBIT "A"



| | | | | |
|--|---|--|---|---|
| JOB No.: 016585750 DATE: 07/30/18 REV.: 0 DRAWN: KLS CHECKED: WCE | Kimley»Horn 11723 HARBOR PARK DRIVE, SUITE 400, ALPHARETTA, GA 30001 PHONE: 770-512-4100 WWW.KIMLEY-HORN.COM This is a full-time position. Field Office: | VERIZON WIRELESS SITE NAME: SV45 ODAS INTERSECTION OF BARNARD ST. & W. TAYLOR ST. SAVANNAH, GA 31401 CHATHAM COUNTY APPROVAL: | CITY OF SAVANNAH PUBLIC RIGHT OF WAY SITE NAME: SV45 SITE #: 985750 APPROVAL: | TOWER ELEVATION SHEET 3 OF 3 NOT TO SCALE NOT FOR CONSTRUCTION |
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SV45 Site



SV45 Site