

**LAND LEASE AGREEMENT  
STATE STREET GARAGE**

This LAND LEASE AGREEMENT (“Lease”) is effective the date of the last signature on this Lease by and between THE MAYOR AND ALDERMEN OF THE CITY OF SAVANNAH, GEORGIA (“Landlord”) and BELLSOUTH TELECOMMUNICATIONS, LLC, a Georgia Limited Liability Company, d/b/a AT&T Georgia, f/k/a BELLSOUTH TELECOMMUNICATIONS, INC. (“Tenant”) (collectively “Parties”).

WITNESSETH:

WHEREAS, Landlord and Tenant entered into that certain Lease Agreement dated April 7, 1989, amended by the First Amendment to Lease dated April 10, 1997 which extended the term of the lease to March 31, 2014, and by the Second Amendment to Lease dated April 1, 2014 which extended the term of the lease to March 31, 2024, (collectively, the “Prior Lease”) for use in an area on the ground level of the State Street Parking Garage, measuring approximately 29’4” X 8’8” X 29’4” X 8’8” situated in the City of Savannah, Chatham County, Georgia, and

WHEREAS, the Prior Lease expired on March 31, 2024 and Tenant is in a hold-over status pending finalization of a new Lease; and

WHEREAS, Landlord and Tenant desire to enter into a new Lease, subject to the terms and conditions stated herein; and

NOW, THEREFORE, in consideration of the mutual covenants contained herein, Landlord and Tenant agree as follows:

- 1. Premises.** Landlord leases unto Tenant, its successors and assigns, the following described Premises with appurtenances in the City of Savannah, County of Chatham, State of Georgia, to wit:

An area on the ground level of the State Street Parking Garage, located at 100 E State St. Savannah, GA 31401, measuring 29'4" x 8'8" x 29' 4" x 8' 8" more particularly described and depicted on Exhibit A, attached hereto and made a part hereof.

- 2. Ownership.** Landlord is the owner of fee simple title to the Premises and the State Street Parking Garage ("Building").
- 3. Term.** This Lease shall be effective as of the date of execution by Landlord and Tenant (the "Commencement Date") and shall continue for a term of five (5) years (the "Initial Term").
- 4. Rent Amount.** The annual rent for the first year of the Initial Term shall be \$14,600.00. The annual rent shall be increased by three percent (3%) over the rent of the immediately preceding year ("Rent"), as shown on Exhibit B. As consideration for the use of the Premises described herein and all utilities consumed by the Tenant's equipment, Tenant shall pay Rent to Landlord in the amount listed on Exhibit B annually on the anniversary of the Commencement Date.
- 5. Renewal Terms.** This Lease shall automatically be extended for one (1) additional five (5) year term (the "Extended Term") unless Tenant terminates it pursuant to the terms of Section 13 herein below. The Rent for the first year of the Extended Term shall be an amount equal to the Rent for the final year of the Initial Term increase by three percent (3%) and the Rent for each subsequent year during the Extended Term shall be increased by (3%) over the Rent of the immediately preceding year.
- 6. Use.** The Premises shall be used by Tenant to install and maintain telephone related equipment the "Use").
- 7. Utilities.** After receiving prior written approval by the Landlord's Senior Director of Mobility and Parking Services, Tenant may also install or improve existing utilities at

Tenant's sole expense including, but not limited to, electrical, telephone, and fiber optic services to the Equipment which may be located by Tenant or Tenant's agents or contractors on the Premises, in the Building or on real property owned by Landlord. Landlord shall at Tenant's request execute a separate written easement to the utility company providing for such service. The location of utilities shall be approved at the sole discretion of Landlord. Tenant may utilize existing panels and connections, with the written approval of the Landlord's Senior Director of Mobility and Parking Services, within the Premises or the for the connection of utilities to service the Equipment. Tenant may also install an electrical grounding system or improve any existing electrical grounding system located on the Building.

- 8. Taxes.** Tenant shall be responsible for the payment of personal property taxes on the Equipment which may be located on the Premises.
  
- 9. Removal of Equipment Upon Expiration of Lease.** Upon termination or expiration of the Lease, Tenant shall deliver possession of the Premises in the same general condition as when received excepting ordinary wear, tear, and deterioration, damage by the elements, unavoidable casualty and such alterations, changes, additions or improvements to the Premises as have been made from time to time during the Term of the Lease.
  
- 10. Maintenance and Repair.** Tenant shall maintain its Equipment and any personal property installed by Tenant on the Premises at its sole cost and expense. Any damage to the Premises caused by Tenant, its employees, agents, or invitees, shall be promptly repaired at the sole cost and expense of Tenant. If Tenant fails to make any repairs to the Premises occasioned by the acts of Tenant, its employees, agents, or invitees, Landlord may, at its option, cause such repairs to be made and demand reimbursement from Tenant for the cost of the repairs. Landlord shall provide Tenant with not less than sixty (60) days advance written notice of any maintenance or repair to the Building which may require a temporary relocation of the Equipment. Landlord covenants that any maintenance or repair work to the Building shall be coordinated with Tenant and shall be conducted in such a manner as to prevent unreasonable interference with Tenant's Equipment.

**11. Indemnification.** Tenant shall indemnify and hold Landlord harmless against any claim of liability or loss from personal injury or property damage resulting from or arising out of the negligence or willful misconduct of its employees, contractors or agents, except to the extent such claims or damages may be due to or caused by the negligence or willful misconduct of Landlord, or its employees, contractors or agents.

**12. Insurance and Waivers of Subrogation.** Tenant shall maintain insurance coverage for public liability, personal injury, death, and property damage under a policy of General Liability insurance with limits of not less than one Million Dollars (\$1,000,000.00) per occurrence and Two Hundred Fifty Thousand Dollars (\$250,000.00) in property damage, Statutory Limits of Worker's Compensation and Employer's Liability of Five Hundred Thousand Dollars (\$500,000.00). Tenant shall maintain such fire, extended coverage and other casualty insurance ("Casualty Insurance") insuring any of Tenant's Property located in the Building. Tenant shall not be responsible for any contribution or reimbursement of premiums paid by Landlord for policies of Extended Fire and Casualty Insurance procured by Landlord. Said policies shall provide that Landlord shall be given thirty (30) days advance written notice prior to cancellation of these policies of issuance.

- a. Tenant shall maintain insurance coverage as necessary to protect Tenant's interests. Where applicable, the Landlord and Tenant shall include mutual waivers of subrogation within said insurance policies.
- b. Landlord requires a Certificate of Insurance be supplied by Tenant prior to installation of Equipment and Tenant shall provide proof of coverage on a yearly basis.

**13. Termination.** Except as otherwise provided herein, this Lease may be terminated, without any penalty or further liability upon written notice as follows:

- a. By either party upon a default of any covenant or term hereof by the other party which default is not cured within sixty (60) days of receipt of written notice of default (without, however, limiting any other rights available to the Parties pursuant to other provisions hereof); provided, that if the defaulting party commences efforts

to cure the default within such period the non-defaulting party shall no longer be entitled to declare a default;

- b. By Tenant for any reason or no reason at all upon six (6) months advance written notice from Tenant to Landlord; or
- c. If Tenant's termination is pursuant to Section 5, Renewal Terms, then Tenant must accompany its notice of termination with an early termination fee ("ETF") in an amount equal to the next twenty-four (24) months of the Rent Renewal Term

**14. Assignability.** The Tenant shall not assign or transfer whether by an assignment or novation, any of its rights, obligations, benefits, liabilities or other interest under this Lease without the written consent of Landlord. Any attempt to transfer, assign, or novate any such rights, obligations, benefits, liabilities, or other interests under this Lease without the written consent of the Landlord, or without the special circumstances listed above, are void. Notwithstanding the foregoing, Tenant may assign this Lease without Landlord's written consent to an entity controlling, controlled by, or under common control with Tenant or to an entity acquiring all or substantially all of Tenants assets, upon prior written notice to Landlord provided that the assignee is capable of assuming all obligations of Tenant hereunder, and further provided that nothing herein shall relieve Tenant of any of its obligation hereunder without Landlord's prior written consent.

**15. Amendment, Modification, Verbal Agreement or Conversation.** No verbal agreement or conversation with any officer, agent, or employee of City of Savannah, Georgia, either before, during, or after the execution of this Lease shall affect or modify any of the terms or obligations contained herein. All amendments, modifications, or supplements to this Lease shall be in writing and appended hereto. Any such writing must be signed by the City Manager.

**16. Entire Agreement and Understanding.** This Lease contains the entire understanding among the Landlord and Tenant concerning the subject matter hereof; it supersedes any and all prior agreements or negotiations of Landlord and Tenant with respect to its subject matter and it may not be changed, modified or altered except by an agreement in writing,

signed by Landlord and Tenant to such change, modification or alteration. Landlord and Tenant each acknowledges that they have discussed this Lease with their respective counsel and understand the terms hereof and agree to be bound thereby.

**17. Notices.** All rent payments to Landlord shall be sent to the Landlord's address below. Any notice by either Landlord or Tenant to the other shall be writing and shall be delivered in person, mailed by registered, or certified mail, postage paid, return receipt requested or by overnight delivery service to the following:

**Tenant:**

AT&T CRE Lease Administration  
One AT&T Way  
Room 1B201  
Bedminster, NJ 07921

With a copy to: Michael L. Turner, Asst. Director  
Corporate Real Estate  
AT&T Services, Inc.  
1277 Lenox Park Blvd. N.E.  
Atlanta, GA 30319

**Landlord:**

City of Savannah  
City Manager  
Post Office Box 1027  
Savannah, GA 31402  
Tel. 912-651-6415

With a copy to: City of Savannah  
Parking and Mobility  
Post Office Box 2101  
Savannah, GA 31402  
Tel. 912-651-6702

With a copy to:           City of Savannah  
                                  Real Estate Services  
                                  20 Interchange Drive  
                                  Savannah, GA 31405  
                                  Tel. 912-651-6521

**18. Choice of Law.** This Lease shall be deemed to have been executed in Chatham County, Georgia, and all questions of interpretation shall be governed by the laws of the State of Georgia, with jurisdiction and venue being in the Superior Court of Chatham County, Georgia.

**19. Compliance With Laws.** Tenant shall comply with all applicable Federal, State, Chatham County, and Municipal laws, ordinances, rules, regulations, and lawful orders of public authorities relating to the lease, including, but not limited to, Chatham County Building Code and permits and/or municipal business licenses, building permits, and other local requirements, as applicable.

**20. Landlord Giving Notice of Problems.** Landlord shall give prompt verbal and/or written notice to Tenant whenever Landlord observes or otherwise becomes aware of any issues relating to Tenant’s operations in the Leased Premises.

**21. Access.** Tenant shall furnish Landlord with a list of personnel who are authorized by Tenant (“Authorized Personnel”) to service, maintain, or inspect Tenant’s Equipment. Access of Authorized Personnel to Tenant’s Equipment shall be unfettered.

**22. Consent of Non-Exclusive Lease.** Tenant affirms and consent the ability of Landlord to enter into similar leases with other firms if the City chooses to do so providing any such leases will not interfere with Tenant’s ability to function.

**23. Counterparts.** This Lease may be executed in counterparts, and all such counterparts together shall constitute the entire agreement of the Parties hereto, each of which will be

deemed an original. Signed electronic, scanned, or facsimile copies of this Lease will legally bind the Parties to the same extent as originals.

**24. Headings.** The headings designated in this Lease are solely for descriptive purposes and do not serve to alter, modify, detract from or add to the substantive terms of this Lease in any way.

**25. Severability.** If any term or provision of this Lease is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Lease or invalidate or render unenforceable such term or provision in any other jurisdiction.

**26. No Third-Party Beneficiaries.** This Lease is for the sole benefit of the Parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Lease, except as expressly stated in Section 16(a) of this Lease.

**27. Waiver.** No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. No waiver by any party shall operate or be construed as a waiver in respect of any failure, breach or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Lease shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

IN WITNESS WHEREOF, the Parties hereto acting through their duly authorized officers or agents have caused this Lease to be signed, sealed, and delivered:

**TENANT: Bellsouth Telecommunications, LLC**

By: James Wood

Print Name: James Wood

Title: Senior Specialist Real Estate AT&T

**LANDLORD: MAYOR and ALDERMEN OF THE CITY OF SAVANNAH**

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Witness \_\_\_\_\_

NOTARY PUBLIC  
My Commission Expires:

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### **Exhibit A**

The equivalent space of Two (2) parking spaces measuring approximately 29'4" x 8'8 x 29' 4" x 8' 8" for the placement and use of Specialized Telecom Equipment (older copper and newer fiber) serving the city/businesses in the downtown Savannah area.

RT (remote terminal) is located behind locked fence on ground floor of parking garage. Co-located RT is i inside parking garage

**TYPE:** Mesa 4 rm43011400h rfjk4wrm40000

**CLASS:** M

**SERIAL:** ..829

**TYPE:** 2200 (Fujitsu) 2200 FDLC/FIB

**CLASS:** S

**SERIAL:** 0003 HA15B-9001-.....

**TYPE:** 2200 (Fujitsu) 2200 cab 710 HA1580001A03

**CLASS:** S

**SERIAL:** 13..

- POWER PEDESTAL w/ meter for equipment

**Exhibit B**

Lease Rent Schedule

3% Annual Escalator

Initial Term

<b>Term Start</b>	<b>Term End</b>	<b>Year</b>	<b>Rate</b>	<b>Total Rent- Year</b>
4/1/2024	3/31/2025	1		\$14,600
4/1/2025	3/31/2026	2	3%	\$15,038
4/1/2026	3/31/2027	3	3%	\$15,489.14
4/1/2027	3/31/2028	4	3%	\$15,953.81
4/1/2028	3/31/2029	5	3%	\$16,432.42