

## LAND LEASE AGREEMENT

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 June 12, 1999, for a term of twenty-five (25) years beginning on the first day of June 1999, and ending on the last day of May 2024. (collectively, the “Prior Lease”) for the lease of certain premises consisting of approximately 625 SF, more or less, (the “Premises”), located at 1121 Wilmington Island Road, Savannah, Chatham County, GA 31410 - 4508; located on which is specialized telecom equipment (the “Equipment”), described on Exhibit “A” attached hereto, owned by Tenant and used to provide service for the area described on and

WHEREAS, the Prior Lease has expired 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 consisting of approximately 625 SF more or less (the "Premises") located at 1121 Wilmington Island Road, Savannah, Chatham County, GA 31410- 4505 as shown in Exhibit C described on Exhibit "A" attached hereto.

Located on which is Equipment owned by Tenant as described on Exhibit "A", attached hereto and made a part hereof.

- 2. Ownership.** Landlord is the owner of fee simple title to the Premises.
- 3. Term.** This Lease shall be effective as of the date of execution by Landlord and Tenant for a term of five (5) years ("Commencement Date").
- 4. Rent Amount.** The base ("Rent") for the first year of the Term shall be \$500.00. The annual Rent shall be increased annually 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 terms unless Tenant terminates it at the end of the initial term by giving Landlord written notice of the intent to terminate at least six (6) months prior to the end of the current term.
- 6. Use.** The Premises shall be used by Tenant to install and maintain (the "Permitted Use").
- 7. Taxes.** Tenant shall be responsible for the payment of personal property taxes on the Equipment which may be located on the Premises.
- 8. Removal of Equipment Upon Expiration of Lease.** Upon, or prior to, the termination or expiration of the Lease, Tenant shall remove the Equipment from the Premises and 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.

**9. 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 hut in which the Equipment is located (the "Hut") which may require a temporary relocation of the Equipment. Landlord covenants that any maintenance or repair work to the Hut shall be coordinated with Tenant and shall be conducted in such a manner as to prevent unreasonable interference with Tenant's Equipment.

**10. 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 relating to Tenant's use of the Premises, 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.

**11. 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 including the Equipment, located on the premises. 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.

**12. 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

**13. 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, which shall not be unreasonably withheld or delayed. 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, are void.

**14. 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.

**15. 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.

**16. 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 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  
Real Estate Services  
Post Office Box 1027  
Savannah, GA 31405  
Tel. 912-651-6521

- 17. 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.
- 18. 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.
- 19. 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 defect relating to the Premises.
- 20. 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.
- 21. Consent of Non-Exclusive Lease.** Tenant affirms and consents to 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 Permitted Use.
- 22. 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.
- 23. 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.

**24. 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.

**25. 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.

**26. 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 Chip Wood

Print Name: James Chip Wood

Title: Portfolio Manager

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

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

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

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

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

Witness

\_\_\_\_\_  
NOTARY PUBLIC  
My Commission Expires:

\_\_\_\_\_

## **Exhibit A**

### **Specialized telecom equipment for the city/area**

- 1- TYPE: Mesa 6 (pre 1999) Class L, Serial: 21472, Bar code: EEE-03X-Z79, Set: 04/-1/1999
- 2- TYPE: 52B (Ayaya, Commscope) 700227887 Class S
- 3- Smaller cabinet is called POWER PEDESTAL, the electrical power cabinet for the equipment (Note the power meter).

**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>
6/1/2024	5/31/2025	1		\$500.00
6/1/2025	5/31/2026	2	3%	\$515.00
6/1/2026	5/31/2027	3	3%	\$530.45
6/1/2027	5/31/2028	4	3%	\$546.36
6/1/2028	5/31/2029	5	3%	\$562.75

Renewal Term

3% Annual Escalator

<b>Term Start</b>	<b>Term End</b>	<b>Year</b>	<b>Rate</b>	<b>Total Rent-Year</b>
6/1/2029	5/31/2030	6	3%	\$579.63
6/1/2030	5/31/2031	7	3%	\$597.02
6/1/2031	5/31/2032	8	3%	\$614.93
6/1/2032	5/31/2033	9	3%	\$633.38
6/1/2033	5/31/2034	10	3%	\$652.38

**Exhibit C**

625 SF, more or less (the "Premises")

