

LAND LEASE AGREEMENT

This Agreement, made this ____ day of _____, 20____ between **CITY OF GRIFFIN, a Georgia municipal corporation**, with its principal offices located at One Griffin Center, 100 South Hill Street, Griffin, Georgia 30223, hereinafter designated LESSOR and **VERIZON WIRELESS OF THE EAST LP**, a Delaware limited partnership, d/b/a Verizon Wireless, with its principal office located at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey, 07920 (telephone number 866-862-4404), hereinafter designated LESSEE. LESSOR and LESSEE are at times collectively referred to hereinafter as the "Parties" or individually as the "Party".

1. PREMISES. LESSOR hereby leases and demises to LESSEE and LESSEE hereby leases and accepts from LESSOR a portion of that certain parcel of property (the entirety of LESSOR's property is referred to hereinafter as the Property), located at 868 West Poplar Street, Griffin, County of Spalding, Georgia, and being described as a parcel containing approximately 4,631 square feet (the "Land Space"), together with the non-exclusive easement (the "Easement") for ingress and egress, seven (7) days a week twenty-four (24) hours a day, on foot or motor vehicle, including trucks, over or along a thirty (30') foot wide easement extending from the nearest public right-of-way, West Poplar Street, to the Land Space, and for the purpose of the installation and maintenance of utility wires, poles, cables, conduits, and pipes over, under, or along one or more easements from the Land Space, said Land Space and Easement (hereinafter collectively referred to as the "Premises") being substantially as described and/or depicted on Exhibit "A" attached hereto and made a part hereof. The Property is also shown on the Tax Map of Spalding County as Tax Parcel Number 024 02001 and is further described in (i) Deed Book 110 at Pages 126 and 127, as recorded in the Office of the Clerk of the Superior Court of Spalding County, Georgia; (ii) Deed Book 2672 at Page 30, aforesaid records; and (ii) Deed Book 2702 at Page 265, aforesaid records.

In the event any public utility is unable to use the Easement, LESSOR hereby agrees to grant an additional easement either to LESSEE or to the public utility at no cost to LESSEE.

2. SURVEY. LESSOR also hereby grants to LESSEE the right to survey the Property and the Premises, and said survey shall then become Exhibit "B" which shall be attached hereto and made a part hereof, and shall control in the event of boundary and access discrepancies between it and Exhibit "A". Cost for such work shall be borne by LESSEE.

3. TERM; BASE RENT; SUBLEASE FEE.

a. This Agreement shall be effective as of the date of execution by both Parties, provided, however, the initial term shall be for five (5) years and shall commence on the earlier of the date that LESSEE commences construction or January 1, 2015 (the "Rent Commencement Date") at which time rental payments shall commence and be due at a total annual rental of Sixteen Thousand Eight Hundred Dollars (\$16,800.00) per year payable in equal monthly installments on the first day of the month, in advance, to LESSOR ("Base Rent"). In addition to monthly Base Rent, LESSEE shall pay to LESSOR an amount equal to 1/5th (20%) of the gross rentals per year that LESSEE receives from tower tenants ("Sublessees") (the payment,

“Sublease Fee”). To the extent applicable, the Sublease Fee shall be paid annually in one lump sum within thirty (30) days of the anniversary of the Rent Commencement Date. If any payment required by this Agreement is not actually received by the LESSOR on or before the applicable date fixed in this Agreement, the LESSEE shall pay interest thereon, from the due date to the date paid at a rate of 1 percent per month period. LESSOR shall have the right to annually inspect the books and records of LESSEE or its assigns to verify the amount of LESSEE’S gross rentals per year. Should LESSOR exercise its right to inspect LESSEE’S books and records, said inspection shall occur at LESSEE’s principal office as listed herein.

The Agreement shall commence on the earlier date that LESSEE commences construction or January 1, 2015. In the event the date LESSEE commences installation of the equipment on the Premises falls between the 1st and 15th of the month, the Agreement shall commence on the 1st of that month and if the date installation commences falls between the 16th and 31st of the month, then the Agreement shall commence on the 1st day of the following month (either the “Commencement Date”). LESSOR and LESSEE agree that they shall acknowledge in writing the Commencement Date. LESSOR and LESSEE acknowledge and agree that initial rental payment(s) shall not actually be sent by LESSEE until thirty (30) days after a written acknowledgement confirming the Commencement Date. By way of illustration of the preceding sentence, if the Commencement Date is January 1, 2015 and the written acknowledgement confirming the Commencement Date is dated January 14, LESSEE shall send to the LESSOR the rental payments for January 1 and February 1 by February 13.

Upon agreement of the Parties, LESSEE may pay rent by electronic funds transfer and in such event, LESSOR agrees to provide to LESSEE bank routing information for such purpose upon request of LESSEE.

b. Upon execution of this Lease by LESSEE, LESSEE shall reimburse LESSOR for all costs incurred by LESSOR in employing the services of professionals in connection with the negotiation of this Lease in an amount not to exceed Three Thousand and No/100 Dollars (\$3,000.00).

c. LESSOR hereby agrees to provide to LESSEE certain documentation (the “Rental Documentation”) evidencing LESSOR’s interest in, and right to receive payments under, this Agreement, including without limitation: (i) documentation, acceptable to LESSEE in LESSEE’s reasonable discretion, evidencing LESSOR’s good and sufficient title to and/or interest in the Property and right to receive rental payments and other benefits hereunder; (ii) a complete and fully executed Internal Revenue Service Form W-9, or equivalent, in a form acceptable to LESSEE, for any party to whom rental payments are to be made pursuant to this Agreement; and (iii) other documentation requested by LESSEE in LESSEE’s reasonable discretion. From time to time during the Term of this Agreement and within thirty (30) days of a written request from LESSEE, LESSOR agrees to provide updated Rental Documentation in a form reasonably acceptable to LESSEE. The Rental Documentation shall be provided to LESSEE in accordance with the provisions of and at the address given in Paragraph 21. Delivery of Rental Documentation to LESSEE shall be a prerequisite for the payment of any rent by LESSEE and notwithstanding anything to the contrary herein, LESSEE shall have no obligation to make any rental payments until Rental Documentation has been supplied to LESSEE as provided herein.

Within fifteen (15) days of obtaining an interest in the Property or this Agreement, any assignee(s), transferee(s) or other successor(s) in interest of LESSOR shall provide to LESSEE Rental Documentation in the manner set forth in the preceding paragraph. From time to time during the Term of this Agreement and within thirty (30) days of a written request from LESSEE, any assignee(s) or transferee(s) of LESSOR agrees to provide updated Rental Documentation in a form reasonably acceptable to LESSEE. Delivery of Rental Documentation to LESSEE by any assignee(s), transferee(s) or other successor(s) in interest of LESSOR shall be a prerequisite for the payment of any rent by LESSEE to such party and notwithstanding anything to the contrary herein, LESSEE shall have no obligation to make any rental payments to any assignee(s), transferee(s) or other successor(s) in interest of LESSOR until Rental Documentation has been supplied to LESSEE as provided herein.

4. EXTENSIONS. This Agreement shall automatically be extended for four (4) additional five (5) year terms unless LESSEE terminates it at the end of the then current term by giving LESSOR written notice of the intent to terminate at least six (6) months prior to the end of the then current term. The initial term and all extensions shall be collectively referred to herein as the "Term".

5. ESCALATIONS. As of the first extension term and continuing throughout the remainder of the Term of the Agreement, Base Rent for each five (5) year term shall be equal to 110% of the annual rental with respect to the immediately preceding five (5) year term.

6. TAXES. LESSEE shall have the responsibility to pay any personal property, real estate taxes, assessments, or charges owed on the Property which LESSOR demonstrates is the result of LESSEE's use of the Premises and/or the installation, maintenance, and operation of the LESSEE's improvements, and any sales tax imposed on the rent (except to the extent that LESSEE is or may become exempt from the payment of sales tax in the jurisdiction in which the Property is located), including any increase in real estate taxes at the Property which LESSOR demonstrates arises from the LESSEE's improvements and/or LESSEE's use of the Premises. LESSEE shall be responsible for the payment of any taxes, levies, assessments and other charges imposed including franchise and similar taxes imposed upon the business conducted by LESSEE at the Property. Notwithstanding the foregoing, LESSEE shall not have the obligation to pay any tax, assessment, or charge that LESSEE is disputing in good faith in appropriate proceedings prior to a final determination that such tax is properly assessed provided that no lien attaches to the Property.

LESSEE shall have the right, at its sole option and at its sole cost and expense, to appeal, challenge or seek modification of any tax assessment or billing for which LESSEE is wholly or partly responsible for payment. LESSOR shall reasonably cooperate with LESSEE at LESSEE's expense in filing, prosecuting and perfecting any appeal or challenge to taxes as set forth in the preceding sentence, including but not limited to, executing any consent, appeal or other similar document. In the event that LESSEE does not have the standing rights to pursue a good faith and reasonable dispute of any taxes under this paragraph, LESSOR will pursue such dispute at LESSEE's sole cost and expense upon written request of LESSEE. LESSEE shall not mortgage or pledge the Land Space as security for any debt, or incur any encumbrance that could result in a lien or claim of lien against the Land Space or this Lease. LESSEE shall notify any

materialman or contractor prior to providing labor upon the Land Space, or delivery of materials, that this is a Lease of public property to which statutory lien rights do not apply.

a. USE; GOVERNMENTAL APPROVALS. LESSEE shall use the Premises for the purpose of constructing, maintaining, repairing and operating a communications facility and uses incidental thereto. A security fence consisting of chain link construction or similar but comparable construction may be placed around the perimeter of the Premises at the discretion of LESSEE (not including the access easement). All improvements, equipment, antennas and conduits shall be at LESSEE's expense and their installation shall be at the discretion and option of LESSEE. Following the initial installation of the communications facility, LESSEE may replace or alter its equipment with similar or comparable equipment (but not greater in size or original quantity) and modify any frequencies upon which such equipment operates as needed to provide LESSEE's lawful communication services to its customers. Following the initial installation of the communications facility, LESSEE shall not add equipment that alters the size or quantity of its equipment, without first submitting to LESSOR a written proposal regarding the proposed configuration and obtaining the written consent of LESSOR, which shall not be unreasonably withheld, conditioned or delayed. It is understood and agreed that LESSEE's ability to use the Premises is contingent upon its obtaining after the execution date of this Agreement all of the certificates, permits and other approvals (collectively the "Governmental Approvals") that may be required by any Federal, State or Local authorities as well as satisfactory soil boring tests which will permit LESSEE use of the Premises as set forth above. LESSOR shall cooperate with LESSEE in its effort to obtain such approvals and shall take no action which would adversely affect the status of the Property with respect to the proposed use thereof by LESSEE. In the event that (i) any of such applications for such Governmental Approvals should be finally rejected; (ii) any Governmental Approval issued to LESSEE is canceled, expires, lapses, or is otherwise withdrawn or terminated by governmental authority; (iii) LESSEE determines that such Governmental Approvals may not be obtained in a timely manner; (iv) LESSEE determines that any soil boring tests are unsatisfactory; (v) LESSEE determines that the Premises is no longer technically compatible for LESSEE's use, or (vi) LESSEE, in its sole discretion, determines that it will be unable to use the Premises for its intended purposes, LESSEE shall have the right to terminate this Agreement. Notice of LESSEE's exercise of its right to terminate shall be given to LESSOR in writing by certified mail, return receipt requested, and shall be effective upon the mailing of such notice by LESSEE, or upon such later date as designated by LESSEE. All rentals paid to said termination date shall be retained by LESSOR. Upon such termination, this Agreement shall be of no further force or effect except to the extent of the representations, warranties and indemnities made by each Party to the other hereunder. LESSEE shall also pay to LESSOR, along with the notice of termination, a termination fee in an amount equal to six (6) months of the monthly rent then in effect.

7. INDEMNIFICATION. Subject to Paragraph 9 below, Lessee shall indemnify and hold Lessor 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 by Lessee, its employees, contractors or agents.

8. INSURANCE.

a. LESSEE shall provide commercial general liability insurance coverage, including premises/operations coverage in a combined single limit not less than \$3,000,000 for injury to or death of one or more persons in any one occurrence and \$3,000,000 aggregate, and name LESSOR as an additional on such policy or policies. LESSEE may satisfy this requirement by an endorsement to its underlying Insurance or umbrella liability policy. All policies other than those for Worker's Compensation shall be written on an occurrence and not on a claims made basis. All insurance shall be effected under valid and enforceable policies, issued by insurers licensed to do business by the State of Georgia Insurance Commissioner's Office in Georgia. All insurance carriers and surplus line carriers shall be rated A-VII or better by A.M. Best Company.

b. Evidence of Insurance: Certificates of insurance for each policy required to be obtained by LESSEE in compliance with this section, shall be filed and maintained with LESSOR annually during the term of the Lease. LESSEE shall immediately advise LESSOR of any claim or litigation that may result in liability to LESSOR.

9. LIMITATION OF LIABILITY. Except for indemnification pursuant to Paragraphs 8 and 27, neither Party shall be liable to the other, or any of their respective agents, representatives or employees for any lost revenue, lost profits, loss of technology, rights or services, incidental, punitive, indirect, special or consequential damages, loss of data, or interruption or loss of use of service, even if advised of the possibility of such damages, whether under theory of contract, tort (including negligence), strict liability or otherwise.

10. ANNUAL TERMINATION. Notwithstanding anything to the contrary contained herein, provided LESSEE is not in default hereunder beyond applicable notice and cure periods, LESSEE shall have the right to terminate this Agreement upon the annual anniversary of the Commencement Date provided that three (3) months prior notice is given to LESSOR. LESSEE shall pay to LESSOR, along with the notice of annual termination, a termination fee in an amount equal to six (6) months of the monthly rent then in effect.

11. INTERFERENCE. LESSEE agrees to install equipment of the type and frequency which will not cause harmful interference which is measurable in accordance with then existing industry standards to any equipment of LESSOR or other lessees of the Property which existed on the Property prior to the date this Agreement is executed by the Parties. In the event any after-installed LESSEE's equipment causes such interference, and after LESSOR has notified LESSEE in writing of such interference, LESSEE will take all commercially reasonable steps necessary to correct and eliminate the interference, including but not limited to, at LESSEE's option, powering down such equipment and later powering up such equipment for intermittent testing. In no event will LESSOR be entitled to terminate this Agreement or relocate the equipment as long as LESSEE is making a good faith effort to remedy the interference issue. LESSOR agrees that LESSOR and/or any other tenants of the Property who currently have or in the future take possession of the Property will be permitted to install only such equipment that is of the type and frequency which will not cause harmful interference which is measurable in accordance with then existing industry standards to the then existing equipment of LESSEE. The Parties acknowledge that there will not be an adequate remedy at law for noncompliance with the provisions of this Paragraph and therefore, either Party shall have the right to equitable remedies, such as, without limitation, injunctive relief and specific performance.

12. REMOVAL AT END OF TERM. LESSEE shall, upon expiration of the Term, or within ninety (90) days after any earlier termination of this Agreement, remove its building(s), antenna structure(s) (except footings), equipment, conduits, fixtures and all personal property and otherwise restore the Premises to its original condition, reasonable wear and tear and casualty damage excepted. LESSOR agrees and acknowledges that all of the equipment, conduits, fixtures and personal property of LESSEE shall remain the personal property of LESSEE and LESSEE shall have the right to remove the same at any time during the Term, whether or not said items are considered fixtures and attachments to real property under applicable Laws (as defined in Paragraph 31 below). If LESSEE has not removed its building (s) antenna structure(s) (except footings), equipment, conduits, fixtures and all personal property and otherwise restore the Premises to its original condition, reasonable wear and tear and casualty damage excepted within the timeframes listed herein, the LESSOR may have them removed at the LESSEE's expense. LESSOR hereby waives any statutory or landlord's lien that may otherwise attach to LESSEE's equipment.

13. RIGHT OF FIRST REFUSAL. If LESSOR elects, during the Term (i) to sell or otherwise transfer all or any portion of the Property, whether separately or as part of a larger parcel of which the Property is a part, or (ii) to grant to a third party by easement or other legal instrument an interest in and to that portion of the Property occupied by LESSEE, or a larger portion thereof, for the purpose of operating and maintaining communications facilities or the management thereof, with or without an assignment of this Agreement to such third party, LESSEE shall have the right of first refusal to meet any bona fide offer of sale or transfer on the same terms and conditions of such offer. If LESSEE fails to meet such bona fide offer within thirty (30) days after written notice thereof from LESSOR, LESSOR may sell or grant the easement or interest in the Property or portion thereof to such third person in accordance with the terms and conditions of such third party offer.

14. RIGHTS UPON SALE. Should LESSOR, at any time during the Term decide (i) to sell or transfer all or any part of the Property to a purchaser other than LESSEE, or (ii) to grant to a third party by easement or other legal instrument an interest in and to that portion of the Property occupied by LESSEE, or a larger portion thereof, for the purpose of operating and maintaining communications facilities or the management thereof, such sale, transfer or grant of an easement or interest therein shall be under and subject to this Agreement and any such purchaser or transferee shall recognize LESSEE's rights hereunder under the terms of this Agreement. To the extent that LESSOR grants to a third party by easement or other legal instrument an interest in and to that portion of the Property occupied by LESSEE for the purpose of operating and maintaining communications facilities or the management thereof and in conjunction therewith, assigns this Agreement to said third party, LESSOR shall not be released from its obligations to LESSEE under this Agreement, and LESSEE shall have the right to look to LESSOR and the third party for the full performance of this Agreement.

15. QUIET ENJOYMENT. LESSOR covenants and agrees that LESSEE, on paying the rent and performing the covenants herein, shall peaceably and quietly have, hold and enjoy the Premises.

16. TITLE. LESSOR represents and warrants to LESSEE as of the execution date of this Agreement, and covenants during the Term that LESSOR is seized of good and sufficient title and interest to the Property and has full authority to enter into and execute this Agreement. LESSOR further represents, warrants and covenants during the Term that there are no liens, judgments or impediments of title on the Property, or affecting LESSOR's title to the same and that there are no covenants, easements or restrictions which prevent or adversely affect the use or occupancy of the Premises by LESSEE as set forth above.

17. INTEGRATION. It is agreed and understood that this Agreement contains all agreements, promises and understandings between LESSOR and LESSEE and that no verbal or oral agreements, promises or understandings shall be binding upon either LESSOR or LESSEE in any dispute, controversy or proceeding at law, and any addition, variation or modification to this Agreement shall be void and ineffective unless made in writing signed by the Parties or in a written acknowledgment in the case provided in Paragraph 3. In the event any provision of this Agreement is found to be invalid or unenforceable, such finding shall not affect the validity and enforceability of the remaining provisions of this Agreement. The failure of either Party to insist upon strict performance of any of the terms or conditions of this Agreement or to exercise any of its rights under this Agreement shall not waive such rights and such Party shall have the right to enforce such rights at any time and take such action as may be lawful and authorized under this Agreement, in law or in equity.

18. GOVERNING LAW. This Agreement and the performance thereof shall be governed, interpreted, construed and regulated by the Laws of the State in which the Property is located.

19. ASSIGNMENT. This Agreement may be sold, assigned or transferred by LESSEE without any approval or consent of LESSOR to LESSEE's principal, affiliates, subsidiaries of its principal or to any entity which acquires all or substantially all of LESSEE's assets in the market defined by the Federal Communications Commission in which the Property is located by reason of a merger, acquisition or other business reorganization. As to other parties, this Agreement may not be sold, assigned or transferred without the written consent of LESSOR, which such consent will not be unreasonably withheld, delayed or conditioned. No change of stock ownership, partnership interest or control of LESSEE or transfer upon partnership or corporate dissolution of LESSEE shall constitute an assignment hereunder. LESSEE shall not sublease all or any part of the Property or grant any right or license to use or occupy all or any part of the Property, or otherwise permit the occupation or use by anyone other than LESSEE of all or any part of the Property, without the prior written consent of LESSOR, which consent LESSOR shall not unreasonably withhold or delay. Any sublease that is entered into by LESSEE shall be subject to the provisions of this Agreement and shall be binding upon the successors, assigns, heirs and legal representatives of the respective Parties hereto.

20. NOTICES. All notices hereunder must be in writing and shall be deemed validly given if sent by certified mail, return receipt requested or by commercial courier, provided the courier's regular business is delivery service and provided further that it guarantees delivery to the addressee by the end of the next business day following the courier's receipt from the sender, addressed as follows (or any other address that the Party to be notified may have designated to the sender by like notice):

LESSOR: City of Griffin
One Griffin Center
100 South Hill Street
Griffin, Georgia 30223

LESSEE: Verizon Wireless of the East LP
d/b/a Verizon Wireless
180 Washington Valley Road
Bedminster, New Jersey 07921
Attention: Network Real Estate

Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing.

21. SUCCESSORS. This Agreement shall extend to and bind the heirs, personal representatives, successors and assigns of the Parties hereto.

22. SUBORDINATION AND NON-DISTURBANCE. At LESSOR's option, this Agreement shall be subordinate to any future master lease, ground lease, mortgage, deed to secure debt or other security interest (a "Mortgage") by LESSOR which from time to time may encumber all or part of the Property or Easement; provided, however, as a condition precedent to LESSEE being required to subordinate its interest in this Agreement to any future Mortgage encumbering all or part of the Property, LESSOR shall obtain for LESSEE's benefit a non-disturbance and attornment agreement for LESSEE's benefit in the form reasonably satisfactory to LESSEE, and containing the terms described below (the "Non-Disturbance Agreement"), and shall recognize LESSEE's rights to remain in occupancy of and to have access to the Premises as long as LESSEE is not in default of this Agreement beyond applicable notice and cure periods. The Non-Disturbance Agreement shall include the encumbering party's ("Lender's") agreement that, if Lender or its successor-in-interest or any purchaser of Lender's or its successor's interest (a "Purchaser") acquires an ownership interest in the Property, then Lender or such successor-in-interest or Purchaser will (1) honor all of the terms of this Agreement, (2) fulfill LESSOR's obligations under this Agreement, and (3) promptly cure all of the then-existing LESSOR defaults under this Agreement. Such Non-Disturbance Agreement must be binding on all of Lender's participants in the subject loan (if any) and on all successors and assigns of Lender and/or its participants and on all Purchasers. In return for such Non-Disturbance Agreement, LESSEE will execute an agreement for Lender's benefit in which LESSEE (1) confirms that this Agreement is subordinate to the Mortgage or other real property interest in favor of Lender, (2) agrees to attorn to Lender if Lender becomes the owner of the Property, and (3) agrees to accept a cure by Lender of any of LESSOR's defaults, provided such cure is completed within the deadline applicable to LESSOR. In the event LESSOR defaults in the payment and/or other performance of any deed to secure debt or other real property interest encumbering the Property, LESSEE may, at its sole option and without obligation, cure or correct LESSOR's default and upon doing so, LESSEE shall be subrogated to any and all rights, titles, liens and equities of the holders of such deed to secure debt or other real property interest, and LESSEE shall be entitled to deduct and setoff against all rents that may otherwise become due under this Agreement the sums paid by LESSEE to cure or correct such defaults.

23. RECORDING. LESSOR agrees to execute a memorandum of this Agreement (the "Memorandum of Lease") in substantially the form attached hereto as Exhibit "C" and by this reference made a part hereof, which LESSEE may record with the appropriate recording officer. The date set forth in the Memorandum of Lease is for recording purposes only and bears no reference to commencement of either the Term or rent payments.

24. DEFAULT.

a. In the event there is a breach by LESSEE with respect to any of the provisions of this Agreement or its obligations under it, including the payment of rent, LESSOR shall give LESSEE written notice of such breach. After receipt of such written notice, LESSEE shall have fifteen (15) days in which to cure any monetary breach and thirty (30) days in which to cure any non-monetary breach, provided LESSEE shall have such extended period as may be required beyond the thirty (30) days if the nature of the cure is such that it reasonably requires more than thirty (30) days and LESSEE commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion. LESSOR may not maintain any action or effect any remedies for default against LESSEE unless and until LESSEE has failed to cure the breach within the time periods provided in this Paragraph.

b. In the event there is a breach by LESSOR with respect to any of the provisions of this Agreement or its obligations under it, LESSEE shall give LESSOR written notice of such breach. After receipt of such written notice, LESSOR shall have thirty (30) days in which to cure any such breach, provided LESSOR shall have such extended period as may be required beyond the thirty (30) days if the nature of the cure is such that it reasonably requires more than thirty (30) days and LESSOR commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion. LESSEE may not maintain any action or effect any remedies for default against LESSOR unless and until LESSOR has failed to cure the breach within the time periods provided in this Paragraph. Notwithstanding the foregoing to the contrary, it shall be a default under this Agreement if LESSOR fails, within five (5) days after receipt of written notice of such breach, to perform an obligation required to be performed by LESSOR if the failure to perform such an obligation interferes with LESSEE's ability to conduct its business on the Property; provided, however, that if the nature of LESSOR's obligation is such that more than five (5) days after such notice is reasonably required for its performance, then it shall not be a default under this Agreement if performance is commenced within such five (5) day period and thereafter diligently pursued to completion.

25. REMEDIES. In the event of a default by either Party with respect to a material provision of this Agreement, without limiting the non-defaulting Party in the exercise of any right or remedy which the non-defaulting Party may have by reason of such default, the non-defaulting Party may terminate this Agreement and/or pursue any remedy now or hereafter available to the non-defaulting Party under the Laws or judicial decisions of the state in which the Premises are located; provided, however, LESSOR shall use reasonable efforts to mitigate its damages in connection with a default by LESSEE. In addition to other available remedies, either party seeking to enforce rights or obligations pursuant to this Agreement may recover reasonable attorney's fees from the other party upon completion of any litigation.

26. ENVIRONMENTAL. LESSOR will be responsible for all obligations of compliance with any and all environmental and industrial hygiene laws, including any regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene conditions or concerns as may now or at any time hereafter be in effect, that are or were in any way related to activity now conducted in, on, or in any way related to the Property, unless such conditions or concerns are caused by the specific activities of LESSEE in the Premises.

27. CASUALTY. In the event of damage by fire or other casualty to the Premises that cannot reasonably be expected to be repaired within forty-five (45) days following same or, if the Property is damaged by fire or other casualty so that such damage may reasonably be expected to disrupt LESSEE's operations at the Premises for more than forty-five (45) days, then LESSEE may, at any time following such fire or other casualty, provided LESSOR has not completed the restoration required to permit LESSEE to resume its operation at the Premises, terminate this Agreement upon fifteen (15) days prior written notice to LESSOR. Any such notice of termination shall cause this Agreement to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of this Agreement and the Parties shall make an appropriate adjustment, as of such termination date, with respect to payments due to the other under this Agreement. Notwithstanding the foregoing, the rent shall abate during the period of repair following such fire or other casualty in proportion to the degree to which LESSEE's use of the Premises is impaired.

28. CONDEMNATION. In the event of any condemnation of all or any portion of the Property, this Agreement shall terminate as to the part so taken as of the date the condemning authority takes title or possession, whichever occurs first. If as a result of a partial condemnation of the Premises or Property, LESSEE, in LESSEE's sole discretion, is unable to use the Premises for the purposes intended hereunder, or if such condemnation may reasonably be expected to disrupt LESSEE's operations at the Premises for more than forty-five (45) days, LESSEE may, at LESSEE's option, to be exercised in writing within fifteen (15) days after LESSOR shall have given LESSEE written notice of such taking (or in the absence of such notice, within fifteen (15) days after the condemning authority shall have taken possession) terminate this Agreement as of the date the condemning authority takes such possession. LESSEE may on its own behalf make a claim in any condemnation proceeding involving the Premises for losses related to the equipment, conduits, fixtures, its relocation costs and its damages and losses (but not for the loss of its leasehold interest). Any such notice of termination shall cause this Agreement to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of this Agreement and the Parties shall make an appropriate adjustment as of such termination date with respect to payments due to the other under this Agreement. If LESSEE does not terminate this Agreement in accordance with the foregoing, this Agreement shall remain in full force and effect as to the portion of the Premises remaining, except that the rent shall be reduced in the same proportion as the rentable area of the Premises taken bears to the total rentable area of the Premises. In the event that this Agreement is not terminated by reason of such condemnation, LESSOR shall promptly repair any damage to the Premises caused by such condemning authority.

29. SUBMISSION OF AGREEMENT/PARTIAL INVALIDITY/AUTHORITY. The submission of this Agreement for examination does not constitute an offer to lease the Premises, and this Agreement becomes effective only upon the full execution of this Agreement by the Parties. If any provision herein is invalid, it shall be considered deleted from this Agreement and shall not invalidate the remaining provisions of this Agreement. Each of the Parties hereto warrants to the other that the person or persons executing this Agreement on behalf of such Party has the full right, power and authority to enter into and execute this Agreement on such Party's behalf and that no consent from any other person or entity is necessary as a condition precedent to the legal effect of this Agreement.

30. APPLICABLE LAWS. During the Term, LESSOR shall maintain the Property in compliance with all applicable laws, rules, regulations, ordinances, directives, covenants, easements, zoning and land use regulations, and restrictions of record, permits, building codes, and the requirements of any applicable fire insurance underwriter or rating bureau, now in effect or which may hereafter come into effect (including, without limitation, the Americans with Disabilities Act and laws regulating hazardous substances) (collectively "Laws"). LESSEE shall, in respect to the condition of the Premises and at LESSEE's sole cost and expense, comply with (a) all Laws relating solely to LESSEE's specific and unique nature of use of the Premises (other than general office use); and (b) all building codes requiring modifications to the Premises due to the improvements being made by LESSEE in the Premises.

31. SURVIVAL. The provisions of this Agreement relating to indemnification shall survive any termination or expiration of this Agreement. Additionally, any provisions of this Agreement which require performance subsequent to the termination or expiration of this Agreement shall also survive such termination or expiration.

32. CAPTIONS. The captions contained in this Agreement are inserted for convenience only and are not intended to be part of this Agreement. Such captions shall not affect or be utilized in the construction or interpretation of this Agreement.

[Signatures Begin On Following Page]

IN WITNESS WHEREOF, the Parties hereto have set their hands and affixed their respective seals the day and year first above written.

LESSOR:

CITY OF GRIFFIN, GEORGIA

By: _____
Ryan McLemore, Chairperson

Attest: _____
Kenny L. Smith, Secretary

(SEAL)

Approved as to Form:

By: _____
Andrew J. Whalen, III
City Attorney

LESSEE:

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

By: Cellco Partnership, its General Partner

By: _____
Aparna Khurjekar
Area Vice President Network

WITNESS

Date: _____

Exhibit "A"
Description of Premises

Land Space

All that tract or parcel of land lying and being in Land Lot 143 of the 2nd Land District, Spalding County, Georgia, and being more particularly described as follows:

To find the Point of Beginning, COMMENCE at the intersection of the eastern right of way of S. 15th Street and the southern right of way of W. Poplar Street; thence running along said right of way of W. Poplar Street, North 87°01'20" East, 207.05 feet to a point; thence, South 89°43'18" East, 68.89 feet to a point; thence, South 89°43'18" East, 40.06 feet to a point; thence leaving said right of way and running, South 01°07'47" West, 241.26 feet to a point; thence, South 88°11'35" East, 50.00 feet to a point; thence, North 01°48'25" East, 43.19 feet to a point and the true POINT OF BEGINNING; Thence running, South 88°13'18" East, 64.59 feet to a point; thence, South 00°23'42" West, 87.00 feet to a point; thence, North 88°11'35" West, 36.73 feet to a point; thence, North 01°48'25" East, 35.94 feet to a point; thence, North 88°11'35" West, 30.00 feet to a point; thence, North 01°48'25" East, 51.00 feet to a point and the true POINT OF BEGINNING.

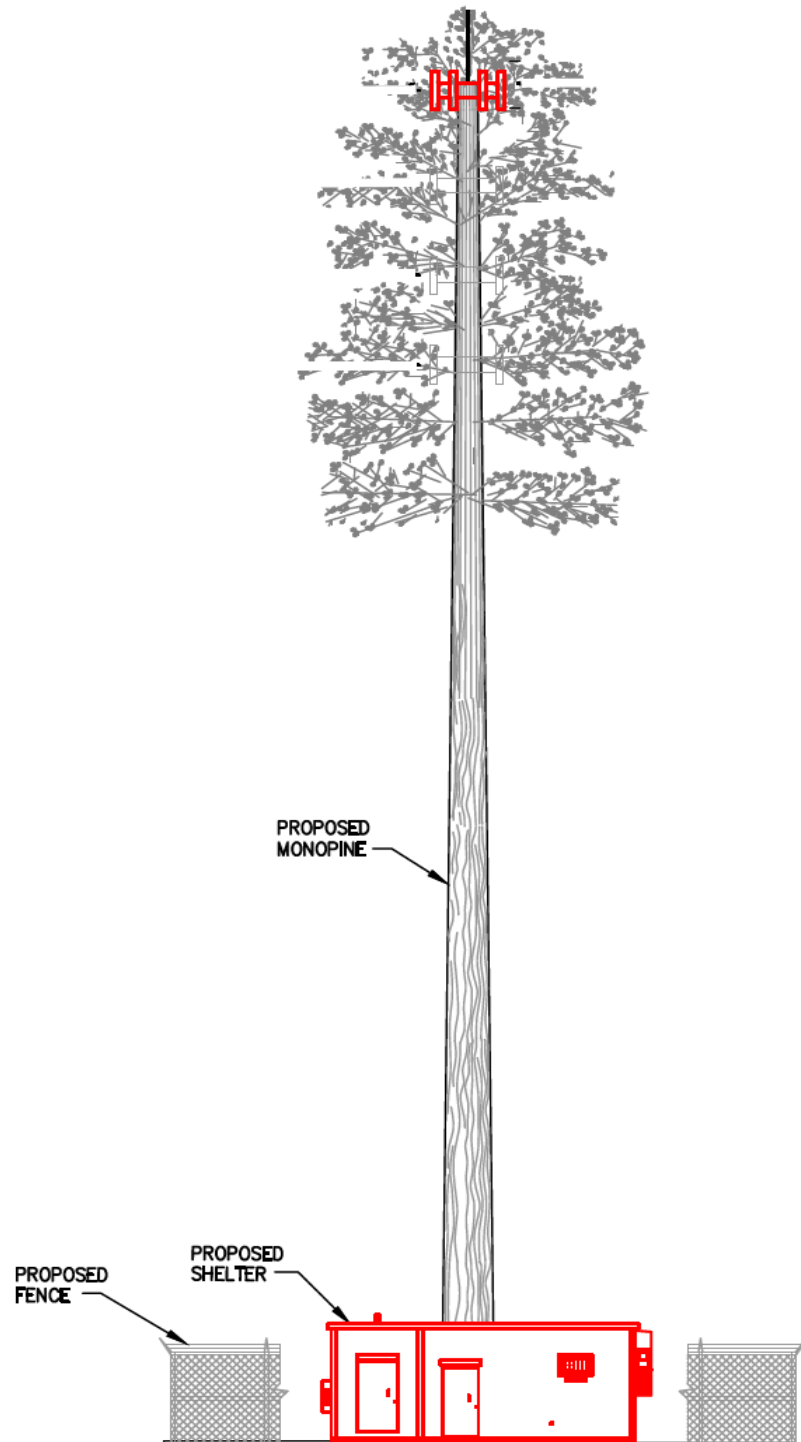
Said tract contains 0.1063 acres (4631 square feet), more or less, as shown in a survey prepared for Verizon Wireless by POINT TO POINT LAND SURVEYORS, INC. dated November 19, 2013.

Proposed 30' Ingress-Egress & Utility Easement

Together with a proposed 30' Ingress-Egress and Utility Easement lying and being in Land Lot 143 of the 2nd Land District, Spalding County, Georgia, and being more particularly described by the following centerline data:

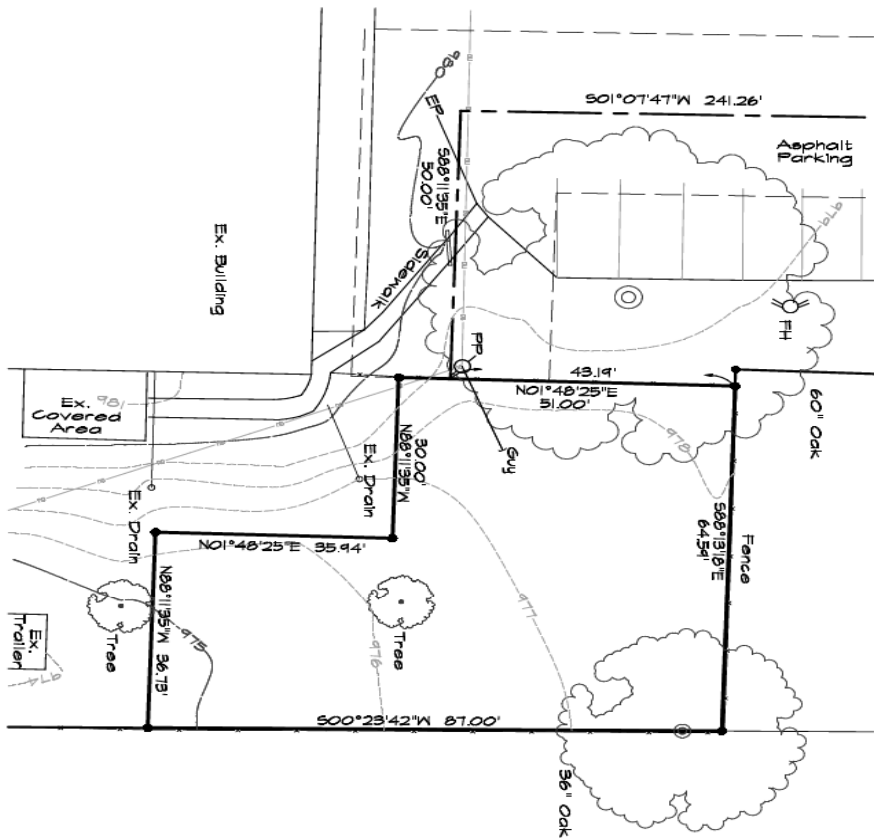
To find the Point of Beginning, COMMENCE at the intersection of the eastern right of way of S. 15th Street and the southern right of way of W. Poplar Street; thence running along said right of way of W. Poplar Street, North 87°01'20" East, 207.05 feet to a point; thence, South 89°43'18" East, 68.89 feet to a point; thence, South 89°43'18" East, 40.06 feet to a point and the true POINT OF BEGINNING; Thence leaving said right of way and running, South 01°07'47" West, 241.26 feet to a point; thence, South 88°11'35" East, 50.00 feet to the ENDING at a point.

As shown in a survey prepared for Verizon Wireless by POINT TO POINT LAND SURVEYORS, INC. dated November 19, 2013.



Tower Type: Monopine

Exhibit "B"
Survey



SITE INFORMATION

LAND VALUE = 4.587 Square Feet (0.105 Acres)

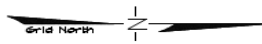
LOT AREA = 13' 14' 43" (100 sq ft)

AT CENTER OF PROPOSED TRAIL

PROPOSED TRAIL = 10' 0" (100 sq ft)

PROPOSED TRAIL = 10' 0" (100 sq ft)

PROPOSED TRAIL = 10' 0" (100 sq ft)



DATE:	RELEASE DESCRIPTION



civilsurvey, inc.
100 Stalleworth Road
McDonough, Georgia 30252
404.925.6774

DRAWN BY: JWE CHECKED BY: JWE APPROVED BY: JWE



10300 Old Alabama Road Connector
Alpharetta, Georgia 30022

Easement Survey for

Date: 19 November 2013

Land District: 2nd

Land Section: N/A

Land Lot: 145

City: Griffin

County: Spalding

State: Georgia

cell Project Number: 2013.138

"DOC"

All that tract or parcel of land lying and being in Land Lot 43 of the 2nd Land District, Spalding County, Georgia, and being more particularly described as follows:

BEGINNING of the intersection of the eastern right of way of S. 15th Street and the southern right of way of W. Poplar Street;
 Thence running along said right of way of W. Poplar Street,
 North 87°01'20" East 207.05 feet to a point;
 Thence, South 89°43'16" East, 68.89 feet to a point;
 Thence, South 89°43'16" East, 91.50 feet to a point;
 Thence bearing said right of way and running, South 02°17'42" West, 139.43 feet to a point;
 Thence, South 88°15'18" East, 67.72 feet to a point;
 Thence, South 00°23'42" West, 185.90 feet to a point;
 Thence, North 88°12'18" West, 51.40 feet to a point;
 Thence, South 82°57'42" West, 382.60 feet to a point on the eastern right of way of S. 15th Street;
 Thence running along said right of way, North 00°44'47" East, 183.60 feet to a point;
 Thence, North 00°44'39" East, 242.00 feet to a point and the true POINT OF BEGINNING.
 Said tract contains 3.7188 acres (161,390 square feet), more or less.

All that tract or parcel of land lying and being in Land Lot 43 of the 2nd Land District Spalding County, Georgia, and being more particularly described as follows:

To find the Point of Beginning, COMMENCE of the intersection of the eastern right of way of S. 19th Street and the southern right of way of W. Poplar Street.

Thence running along said right of way of W. Poplar Street, North 87°01'20" East, 207.05 feet to a point.

Thence, South 89°43'18" East, 68.89 feet to a point.

Thence, South 89°43'18" East, 40.06 feet to a point.

Thence heading said right of way and running, South 01°07'47" West, 241.26 feet to a point.

Thence, South 88°11'35" East, 50.00 feet to a point.

Thence, North 01°48'25" East, 43.19 feet to a point and the true POINT OF BEGINNING;

Thence running, South 88°13'18" East, 64.59 feet to a point;

Thence, South 00°23'42" West, 87.00 feet to a point;

Thence, North 88°11'35" West, 36.73 feet to a point;

Thence, North 01°48'25" East, 35.94 feet to a point;

Thence, North 88°11'35" West, 30.00 feet to a point;


Thence, North 01°48'25" East, 51.00 feet to a point and the true POINT OF BEGINNING.

Said tract contains 0.1065 acres (4651 square feet), more or less.

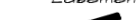
Together with a 30' Ingress-Egress and Utility Easement lying and being in Land Lot 143 of the 2nd Land District, Spalding County, Georgia, and being more particularly described by the following centerline data:

Thence leaving said right of way and running, South 01°07'47" West, 241.28 feet to a point; Thence, South 88°11'35" East, 50.00 feet to the ENDING of a point.

[illegible]

civil  **survey**
 civilsurvey, inc.
 100 Stillsworth Road
 McDonough, Georgia 30252
 404.925.8774

Easement Survey for

 **verizon**wireless

10300 Old Alabama Road Connector
Alpharetta, Georgia 30022

Date: 18 November 2013
Land District: 2nd
Land Section: N/A
Land Lot: 143
City: Griffin
County: Spalding
State: Georgia
cal Project Number: 2013.138
"DOC"
4 of 4

Exhibit "C"

Upon Recording, Return to:
Crystal Osbrach, Paralegal
Troutman Sanders LLP
600 Peachtree Street, NE
Suite 5200
Atlanta, Georgia 30308-2216

Cross Reference:
Deed Book 110, Pages 126 -127
Deed Book 2672, Page 30
Deed Book 2702, Page 265

Spalding County, Georgia Records

STATE OF GEORGIA)
)
COUNTY OF SPALDING)

MEMORANDUM OF LAND LEASE AGREEMENT

This Memorandum of Land Lease Agreement (the "Memorandum") is made this ____ day of _____, 20__, between City of Griffin, a Georgia municipal corporation, with a mailing address of One Griffin Center, 100 South Hill Street, Griffin, Georgia 30223, hereinafter collectively referred to as "LESSOR", and VERIZON WIRELESS OF THE EAST LP, a Delaware limited partnership, d/b/a Verizon Wireless, with its principal office located at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey, 07920-1097, hereinafter referred to as "LESSEE". LESSOR and LESSEE are at times collectively referred to hereinafter as the "Parties" or individually as the "Party".

1. LESSOR and LESSEE entered into a Land Lease Agreement (the "Agreement") on _____, 20__ for an initial term of five (5) years, commencing on the Commencement Date. The Agreement shall automatically be extended for four (4) additional five (5) year terms unless the LESSEE terminates it at the end of the then current term by giving the LESSOR written notice of the intent to terminate at least six (6) months prior to the end of the then current term.
2. LESSOR hereby leases and devises to LESSEE and LESSEE hereby leases and accepts from LESSOR a portion of that certain parcel of property (the entirety of LESSOR's property is referred to hereinafter as the "Property"), located at 868 West Poplar Street, Griffin, Georgia, and being described as a parcel containing 4,631 square feet, as shown on the Tax Map of the County of Spalding, Georgia as a portion of Tax Parcel No. 024 02001, and being part of that real property further described in Deed Book in (i) Deed Book 110 at Pages 126 and 127, as recorded in the Office of the Clerk of the Superior Court of Spalding County, Georgia; (ii) Deed Book 2672 at Page 30, aforesaid records; and (ii) Deed Book 2702 at Page 265, aforesaid records, together with the non-exclusive easement for ingress and egress, seven (7) days a week twenty-four (24) hours a day, on foot or motor vehicle, including trucks, and for the installation and maintenance of utility wires, poles, cables, conduits, and pipes over, under, or along a thirty (30') foot wide easement extending from the nearest public right-of-way, West Poplar Street, to the demised premises. The demised premises and easement are hereinafter collectively referred to as the "Premises". The Premises are described in Exhibit A attached hereto and made a part hereof, and as shown on the plat of survey attached hereto and incorporated herein as Exhibit B. In the event any public utility is unable to use the aforementioned easement, LESSOR has agreed to grant an additional easement either to the LESSEE or to the public utility at no cost to the LESSEE.
3. The Commencement Date of the Agreement, of which this is a Memorandum, is _____.
4. LESSEE has the right of first refusal to purchase the Premises during the initial term and all renewal terms of the Agreement.
5. Should LESSOR, at any time during the Term decide (i) to sell or transfer all or any part of the Property to a purchaser other than LESSEE, or (ii) to grant to a third party by easement or other legal instrument an interest in and to that portion of the Property occupied by LESSEE, or a larger portion thereof, for the purpose of operating and maintaining communications facilities or the management thereof, such sale,

transfer or grant of an easement or interest therein shall be under and subject to the Agreement and any such purchaser or transferee shall recognize LESSEE's rights under the terms of the Agreement. To the extent that LESSOR grants to a third party by easement or other legal instrument an interest in and to that portion of the Property occupied by LESSEE for the purpose of operating and maintaining communications facilities or the management thereof and in conjunction therewith, assigns the Agreement to said third party, LESSOR shall not be released from its obligations to LESSEE under the Agreement, and LESSEE shall have the right to look to LESSOR and the third party for the full performance of the Agreement.

6. At LESSOR's option, this Agreement shall be subordinate to any future master lease, ground lease, mortgage, deed to secure debt or other security interest (a "Mortgage") by LESSOR which from time to time may encumber all or part of the Property or Easement; provided, however, as a condition precedent to LESSEE being required to subordinate its interest in this Agreement to any future Mortgage encumbering all or part of the Property, LESSOR shall obtain for LESSEE's benefit a non-disturbance and attornment agreement for LESSEE's benefit in the form reasonably satisfactory to LESSEE, and containing the terms described below (the "Non-Disturbance Agreement"), and shall recognize LESSEE's rights to remain in occupancy of and to have access to the Premises as long as LESSEE is not in default of this Agreement beyond applicable notice and cure periods. The Non-Disturbance Agreement shall include the encumbering party's ("Lender's") agreement that, if Lender or its successor-in-interest or any purchaser of Lender's or its successor's interest (a "Purchaser") acquires an ownership interest in the Property, then Lender or such successor-in-interest or Purchaser will (1) honor all of the terms of this Agreement, (2) fulfill LESSOR's obligations under this Agreement, and (3) promptly cure all of the then-existing LESSOR defaults under this Agreement. Such Non-Disturbance Agreement must be binding on all of Lender's participants in the subject loan (if any) and on all successors and assigns of Lender and/or its participants and on all Purchasers. In return for such Non-Disturbance Agreement, LESSEE will execute an agreement for Lender's benefit in which LESSEE (1) confirms that this Agreement is subordinate to the Mortgage or other real property interest in favor of Lender, (2) agrees to attorn to Lender if Lender becomes the owner of the Property, and (3) agrees to accept a cure by Lender of any of LESSOR's defaults, provided such cure is completed within the deadline applicable to LESSOR. In the event LESSOR defaults in the payment and/or other performance of any deed to secure debt or other real property interest encumbering the Property, LESSEE may, at its sole option and without obligation, cure or correct LESSOR's default and upon doing so, LESSEE shall be subrogated to any and all rights, titles, liens and equities of the holders of such deed to secure debt or other real property interest, and LESSEE shall be entitled to deduct and setoff against all rents that may otherwise become due under this Agreement the sums paid by LESSEE to cure or correct such defaults.
7. The terms, covenants and provisions of the Agreement, the terms of which are hereby incorporated by reference into this Memorandum, shall extend to and be binding upon the respective executors, administrators, heirs, successors and assigns of LESSOR and LESSEE.

IN WITNESS WHEREOF, hereunto and to a duplicate hereof, LESSOR and LESSEE have caused this Memorandum to be duly executed under seal on the date first written hereinabove.

<div>_____</div> <div>Witness</div> <div>_____</div> <div>Notary Public</div> <div>My Commission Expires:_____</div> <div>(NOTARIAL SEAL)</div>	<div>LESSOR:</div> <div>CITY OF GRIFFIN</div> <div>BY:_____</div> <div>Print Name:_____</div> <div>Title: _____</div> <div>(SEAL)</div>
<div>_____</div> <div>Witness</div> <div>_____</div> <div>Notary Public</div> <div>My Commission Expires:_____</div> <div>(NOTARIAL SEAL)</div>	<div>LESSEE:</div> <div>VERIZON WIRELESS OF THE EAST LP,</div> <div>a Delaware limited partnership,</div> <div>d/b/a VERIZON WIRELESS</div> <div>BY:_____</div> <div>Aparna Khurjekar</div> <div>Area Vice President Network</div>

EXHIBIT A
DESCRIPTION OF THE PREMISES

Land Space

All that tract or parcel of land lying and being in Land Lot 143 of the 2nd Land District, Spalding County, Georgia, and being more particularly described as follows:

To find the Point of Beginning, COMMENCE at the intersection of the eastern right of way of S. 15th Street and the southern right of way of W. Poplar Street; thence running along said right of way of W. Poplar Street, North 87°01'20" East, 207.05 feet to a point; thence, South 89°43'18" East, 68.89 feet to a point; thence, South 89°43'18" East, 40.06 feet to a point; thence leaving said right of way and running, South 01°07'47" West, 241.26 feet to a point; thence, South 88°11'35" East, 50.00 feet to a point; thence, North 01°48'25" East, 43.19 feet to a point and the true POINT OF BEGINNING; Thence running, South 88°13'18" East, 64.59 feet to a point; thence, South 00°23'42" West, 87.00 feet to a point; thence, North 88°11'35" West, 36.73 feet to a point; thence, North 01°48'25" East, 35.94 feet to a point; thence, North 88°11'35" West, 30.00 feet to a point; thence, North 01°48'25" East, 51.00 feet to a point and the true POINT OF BEGINNING.

Said tract contains 0.1063 acres (4631 square feet), more or less, as shown in a survey prepared for Verizon Wireless by POINT TO POINT LAND SURVEYORS, INC. dated November 19, 2013.

Proposed 30' Ingress-Egress & Utility Easement

Together with a proposed 30' Ingress-Egress and Utility Easement lying and being in Land Lot 143 of the 2nd Land District, Spalding County, Georgia, and being more particularly described by the following centerline data:

To find the Point of Beginning, COMMENCE at the intersection of the eastern right of way of S. 15th Street and the southern right of way of W. Poplar Street; thence running along said right of way of W. Poplar Street, North 87°01'20" East, 207.05 feet to a point; thence, South 89°43'18" East, 68.89 feet to a point; thence, South 89°43'18" East, 40.06 feet to a point and the true POINT OF BEGINNING; Thence leaving said right of way and running, South 01°07'47" West, 241.26 feet to a point; thence, South 88°11'35" East, 50.00 feet to the ENDING at a point.

As shown in a survey prepared for Verizon Wireless by POINT TO POINT LAND SURVEYORS, INC. dated November 19, 2013.

LAND SPACE

All that tract or parcel of land lying and being in Land Lot 143 of the 2nd Land District, Spalding County, Georgia, and being more particularly described as follows:

spalding County, Georgia, and being more particularly described as follows:

To find the Point of Beginning, COMMENCE at the intersection of the eastern right of way

Thence running along said right of way of W. Poplar Street, North 87°01'20" East, 207.05 feet to a point;

Thence, South 89°43'18" East, 40.06 feet to a point,

Thence, South 88°11'35" East, 50.00 feet to a point; N 44°09'06" E, 47.10 feet to POINT OF BEGINNING.

THE UNIVERSITY OF CHICAGO

Thence, South 00°23'42" West, 87.00 feet to a point;

Thence, North 01°48'25" East, 35.94 feet to a point;

Thence, North 01°48'25" East, 51.00 feet to a point and the true POINT OF BEGINNING.

1957 (1957) 1

30' INGRESS-EGRESS & UTILITY EASEMENT

Together with a 30' Ingress-Egress and Utility Easement lying and being in Land Lot 143 of the 2nd Land District, Spalding County, Georgia, and being more particularly described by the following centerline data:

described by the following centerline data:

To find the Point of Beginning, COMMENCE at the intersection of the eastern right of way,

Thence running along said right of way of W. Poplar Street, North 87°01'20" East, 207.05 feet to a point;


Thence, South 89°43'18" East, 40.06 feet to a point and the true POINT OF BEGINNING,

Thence leaving said right of way and running, South 01°07'47" West, 241.26 feet to a point;

Thence, South 88°11'35" East, 50.00 feet to the ENDING at a point.

[illegible]

Easeement Survey for

 **verizon**wireless

10300 Old Alabama Road Connector
Alpharetta, Georgia 30022

Date: 19 November 2013
Land District: 2nd
Land Section: N/A
Land Lot: 143
City: Griffin
County: Spalding
State: Georgia
col Project Number: 2013.138
"Doc"
4 of 4

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