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OPTION AND LEASE AGREEMENT

THIS AGREEMENT, made this 10th day of October, 1994 between City of Sugar Hill ("LESSOR") and BELLSOUTH MOBILITY INC. (the "TENANT").

PROPERTY

LESSOR is the owner of certain real property located in Gwinnett County, State of Georgia and TENANT desires to obtain an option to lease a portion of such real property, containing approximately 4800 square feet, together with a right of way thereto as hereinafter described (such portion of real property and such right of way being hereinafter called the "Property"). The Property is more specifically described in, and substantially shown as outlined in red on, Exhibit "A" attached hereto and made a part hereof.

OPTION

NOW THEREFORE, in consideration of the sum of Five Hundred and no/100 Dollars (\$ 500.00) (the "Option Money"), to be paid by TENANT to LESSOR upon TENANT's execution of this Agreement, LESSOR hereby grants to TENANT the exclusive right and option (the "Option") to lease the Property in accordance with the terms and conditions set forth herein.

Option Period. The Option may be exercised at any time on or prior to April 10, 1995 (the "Option Period"). At TENANT's election, and upon TENANT's written notice to LESSOR prior to expiration of the Option Period, the Option Period may be further extended for one additional period of six (6) months, through and including October 10, 1995 with an additional payment of Five Hundred and no/100 Dollars (\$ 500.00) by TENANT to LESSOR for the extension of the Option Period. The Option Period may be further extended by mutual agreement in writing. If TENANT fails to exercise the Option within the Option Period, as it may be extended as provided herein, the Option shall terminate, all rights and privileges granted hereunder shall be deemed completely surrendered, LESSOR shall retain all money paid for the Option, and no additional money shall be payable by either party to the other.

Transfer of Option. The Option may be sold, assigned, or transferred at any time by TENANT to TENANT's parent company or any affiliate or subsidiary of TENANT or its parent company. Otherwise, the Option may not be sold, assigned or transferred without the written consent of LESSOR, such consent not to be unreasonably withheld.

Changes in Property During Option Period. If during the Option Period or any extension thereof, or during the term of this Agreement if the Option is exercised, LESSOR decides to subdivide, sell or change the status of the zoning of the Property or the other real property of LESSOR contiguous to, surrounding, or in the vicinity of the Property ("LESSOR's Surrounding Property"), LESSOR shall immediately notify TENANT in writing. Any sale of the Property shall be subject to TENANT's rights under this Agreement.

H. J. W.
BBh

TENANT will perform all other acts and bear all expenses associated with any ~~XXXXXX~~ procedure necessary to obtain any certificate, permit, license or approval for the Property deemed necessary by TENANT. LESSOR agrees not to register any written or verbal opposition to any such procedures. H.J.W.
1/26

Utility Services. During the Option Period, and during the term of this Agreement if the Option is exercised, LESSOR shall cooperate with TENANT in TENANT's effort to obtain utility services along the access right-of-way contained in the Property by signing such documents or easements as may be required by the utility companies. In the event any utility company is unable to use the aforementioned right of way, LESSOR hereby agrees to grant an additional right of way either to TENANT or to the utility company at no cost to TENANT. If LESSOR fails to fulfill LESSOR's obligations to cooperate with TENANT as required herein in obtaining the ~~XXXXXX~~ utility services contemplated by this Agreement, then in addition to any rights or remedies that TENANT may have at law or in equity, TENANT shall also be entitled to reimbursement from LESSOR upon demand of all costs and expenses incurred by TENANT in connection with its activities under this Agreement, including (but not limited to) costs of environmental assessments, title examinations, zoning application fees, and attorneys' fees and other legal expenses of TENANT. H.J.W.
1/26

Exercise of Option. TENANT shall exercise the Option by written notice to LESSOR by certified mail, return receipt requested. The notice shall be deemed effective on the date it is posted. On and after the date of such notice, this Agreement shall also constitute a lease agreement between LESSOR and TENANT on the following terms and conditions:

LEASE AGREEMENT

1. **Lease of Property.** LESSOR hereby leases to TENANT the Property, which lease includes the grant of a nonexclusive right and easement during the term of this Agreement 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, cables, conduits and pipes over, under or along the twenty foot (20') wide right of way extending from the nearest public right of way, which is known as Swanee Buford Dam Road, to the Property, as such right-of-way is shown on Exhibit "A" hereto.

2. **Initial Term and Rental.** This Agreement shall be for an initial term of five (5) years beginning on the date the Option is exercised by TENANT at an annual rental of Twelve Thousand and no/100 Dollars (\$ 12,000.00) to be paid in equal monthly installments on the first day of each month during the term, in advance, to Lessor or to such other person, firm or place as the LESSOR may, from time to time, designate in writing at least thirty (30) days in advance of any rental payment date. If the Option is exercised on a date other than the first day of a calendar month, TENANT shall make a prorated payment of the installment of the annual rental payable for the first and last month of the term of this Agreement.

3. **Extension of Term.** TENANT shall have the option to extend the term of this Agreement for four (4) additional consecutive five (5) year periods. Each option for an extended term shall be deemed automatically exercised without notice by TENANT to LESSOR unless TENANT gives LESSOR written notice of its intention

not to exercise any such extension option at least six (6) months prior to the end of the then current term. If TENANT gives LESSOR written notice of its intention not to exercise any such option, the term of this Agreement shall expire at the end of the then current term. All references herein to the term of this Agreement shall include the term as it is extended as provided in this Agreement.

4. Extended Term Rental. The annual rental for the extended terms shall be as follows:

<u>Extended Term</u>	<u>Annual Rental</u>
1st	\$ 13,200.00
2nd	\$ 14,520.00
3rd	\$ 15,972.00
4th	\$ 17,569.00

The annual rental for the extended terms shall be payable in the same manner as the annual rental for the initial term.

5. Continuance of Lease. If, at least six (6) months prior to the end of the fourth (4th) extended term, either LESSOR or TENANT has not given the other written notice of its desire that the term of this Agreement end at expiration of the fourth (4th) extended term, then upon the expiration of the fourth (4th) extended term this Agreement shall continue in force upon the same covenants, terms and conditions for a further term of one (1) year, and for annual terms thereafter until terminated by either party by giving to the other written notice of its intention to so terminate at least six (6) months prior to the end of any such annual term. Monthly rental during such annual terms shall be equal to the rent paid for the last month of the fourth (4) extended term.

6. Use. TENANT shall use the Property for the purpose of constructing, maintaining and operating a communications facility and uses incidental thereto, which facility may consist of such buildings as are necessary to house telecommunications equipment and for related office space, a free standing monopole or three sided antenna structure of sufficient height, as determined by TENANT, now or in the future to meet TENANT's telecommunication needs and all necessary appurtenances, and a security fence of chain link or comparable construction that may, at the option of TENANT, be placed around the perimeter of the Property (collectively, the "Communications Facility"). All improvements to the Property necessary for TENANT's use shall be made at TENANT's expense. LESSOR grants TENANT the right to use such portions of LESSOR's Surrounding Property as are reasonably required during construction, installation, maintenance, and operation of the Communications Facility. TENANT will maintain the Property and all of TENANT's improvements on the Property in a reasonable condition.

Handwritten initials/signature

7. Governmental Approvals. LESSOR shall cooperate with TENANT in all matters necessary to obtain all permits, licenses, and approvals required by governmental authorities for the use of the Property for the purposes of this Agreement. If at any time during the term of this Agreement, TENANT is unable to use the Property for a Communications Facility in the manner intended by TENANT due to imposed zoning conditions or requirements, or in the event that after the exercise of the Option, any necessary certificate, permit, license or approval is finally rejected or any previously issued certificate, permit, license or approval is canceled, expires, lapses, or is otherwise withdrawn or terminated by the applicable governmental authority, or soil boring tests or radio frequency propagation tests are found to be unsatisfactory so that TENANT, in its sole discretion, will

BE unable to use the Property for a communication facility in the manner intended by TENANT, TENANT shall have the right to terminate this Agreement by written notice to LESSOR and all rentals paid to LESSOR prior to the termination date shall be retained by LESSOR. Upon such termination, this Agreement shall become null and void and LESSOR and TENANT shall have no other further obligations to each other, other than TENANT's obligation to remove its property as hereinafter provided.

8. Indemnification. TENANT shall indemnify and hold LESSOR harmless against any liability or loss from personal injury or property damage resulting from or arising out of the use and occupancy of the Property by TENANT or its employees or agents, excepting, however, such liabilities and losses as may be due to or caused by the acts or omissions of LESSOR or its employees or agents. LESSOR agrees that TENANT may self-insure against any loss or damage which could be covered by a comprehensive general public liability policy.

9. Taxes. TENANT shall be responsible for making any necessary returns for and paying any and all property taxes separately levied or assessed against the improvements constructed by TENANT on the Property. TENANT shall reimburse LESSOR, as additional rent, for any increase in ad valorem real estate taxes levied against the Property which are directly attributable to the improvements constructed by TENANT on the Property and are not separately levied or assessed by the taxing authorities against TENANT or the improvements of TENANT. LESSOR shall pay all other ad valorem real property taxes levied against the Property on or before the date such taxes become delinquent.

10. Removal of Improvements. Title to all improvements constructed or installed by TENANT on the Property shall remain in TENANT, and all improvements constructed or installed by TENANT shall at all times be and remain the property of TENANT, regardless of whether such improvements are attached or affixed to the Property. TENANT, upon termination of this Agreement, shall, within a reasonable period, remove all improvements, fixtures and personal property constructed or installed on the Property by TENANT and restore the Property to its original above grade condition, reasonable wear and tear excepted. At LESSOR's option, upon termination of this Agreement and upon LESSOR's advance written notice to TENANT, TENANT will leave the foundation and security fence on the Property to become the property of LESSOR. If such removal causes TENANT to remain on the Property after termination of this Agreement, TENANT shall pay rent at the then existing monthly rate, or on the existing monthly pro rata basis if based upon a longer payment term, until such time as the removal is completed.

11. Sale of Property. If LESSOR, at any time during the initial or any extended term of this Agreement, decides to sell the Property, or all or any part of LESSOR's Surrounding Property, to a purchaser other than TENANT, such sale shall be subject to this Agreement and TENANT's rights hereunder. LESSOR agrees not to sell, lease or use any other areas of LESSOR surrounding Property for the installation, operation or maintenance of other communications facilities if, ~~XXX TENANT'S SOLE JUDGMENT~~ such installation, operation or maintenance would interfere with TENANT's facilities. materially

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D.P.W.
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12. Quiet Enjoyment. LESSOR covenants that TENANT, on paying the rental and performing the covenants, terms and conditions required of TENANT contained herein, shall peaceably and quietly have, hold and enjoy the Property and the leasehold estate granted to TENANT by virtue of this Agreement.

13. Assignment. This Agreement may be sold, assigned or transferred at any time by TENANT to TENANT's parent company or any

*the four acres of property owned by

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**This provision shall not prohibit LESSOR from using LESSOR'S Surrounding Property to locate communications facilities operated by the City of Sugar Hill or other Government agencies so long as such operations do not materially interfere with TENANT's use of the Property.

D.P.W.
SM

affiliate or subsidiary of TENANT or its parent company, to any entity with or into which TENANT is merged or consolidated, or to any entity resulting from a reorganization of TENANT or its parent company. Otherwise, this Agreement may not be sold, assigned or transferred without the written consent of LESSOR, such consent not to be unreasonably withheld. TENANT may sublease the Property, but will provide notice to LESSOR of the sublease.

14. Condemnation. If the whole of the Property, or such portion thereof as will make the Property unusable for the purposes herein leased, is condemned by any legally constituted public authority, then this Agreement, and the term hereby granted, shall cease from the time when possession thereof is taken by the public authority, and rental shall be accounted for as between LESSOR and TENANT as of that date. Any lesser condemnation shall in no way affect the respective rights and obligations of LESSOR and TENANT hereunder. However, nothing in this paragraph shall be construed to limit or adversely affect TENANT's right to an award of compensation from any condemnation proceeding for the taking of TENANT's leasehold interest hereunder or for the taking of TENANT's improvements, fixtures, equipment, and personal property.

15. Subordination. At LESSOR's option, this Agreement shall be subordinate to any deed to secure debt, ~~or~~ mortgage/ by LESSOR which now or hereafter may encumber the Property, provided, that no such subordination shall be effective unless the holder of every such deed to secure debt or mortgage shall, either in the deed to secure debt or mortgage or in a separate agreement with TENANT, agree that in the event of a foreclosure, or conveyance in lieu of foreclosure, of LESSOR's interest in the Property, such holder shall recognize and confirm the validity and existence of this Agreement and the rights of TENANT hereunder, and this Agreement shall continue in full force and TENANT shall have the right to continue its use and occupancy of the Property in accordance with the provisions of this Agreement as long as TENANT is not in default of this Agreement beyond applicable notice and cure periods. TENANT shall execute in a timely manner whatever instruments may reasonably be required to evidence the provisions of this paragraph. In the event the Property is encumbered by a deed to secure debt or mortgage on the date of the exercise of the Option, LESSOR, no later than ten (10) days after the Option has been exercised, shall obtain and furnish to TENANT a non-disturbance agreement in recordable form from the holder of each deed to secure debt or mortgage. *

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16. Title Insurance. TENANT, at TENANT's option, may obtain title insurance on the Property. LESSOR, at LESSOR's expense, shall cooperate with TENANT's efforts to obtain title insurance by executing documents or obtaining requested documentation as required by the title insurance company. If LESSOR fails to provide requested documentation within thirty (30) days of TENANT's request, or fails to provide any non-disturbance agreement required in the preceding paragraph of this Agreement, TENANT, at TENANT's option, may withhold and accrue the monthly rental until such time as all such documentation is received by TENANT.

J.P.W.
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17. Hazardous Substances. This paragraph has been intentionally deleted. Both parties acknowledge that the deletion of this paragraph in no way negates or impairs the other parties rights and remedies under all applicable laws with respect to Harzardous Substances.

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TENANT acknowledges that the improvements located on the LESSOR'S property were financed by bond financing and use of the property is subject to the covenants and conditions of the existing revenue bonds.

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18. Opportunity to Cure. If TENANT should fail to pay any rental or other amounts payable under this Agreement when due, or if TENANT should fail to perform any other of the covenants, terms or conditions of this Agreement, prior to exercising any rights or remedies against TENANT on account thereof, LESSOR shall first provide TENANT with written notice of the failure and provide TENANT with a thirty (30) day period to cure such failure (if the failure is a failure to pay rental or any other sum of money under this Agreement)-or a sixty (60) day period to cure such failure (if the failure is a failure to perform any other covenant, term or condition of this Agreement). If the failure is not a failure to pay rental or any other sum of money hereunder but is not capable of being cured within a sixty (60) day period, TENANT shall be afforded a reasonable period of time to cure the failure provided that TENANT promptly commences curing the failure after the notice and prosecutes the cure to completion with due diligence.

19. Governing Law. This Agreement shall be governed and interpreted by, and construed in accordance with, the laws of the State in which the Property is located.

20. Notices. All notices hereunder must be in writing and shall be deemed validly given on the date when deposited in the United States mail, by certified mail, return receipt requested, addressed as follows (or to any other address that the party to be notified may have designated to the other party by like notice at least ten (10) days prior thereto):

TENANT: BellSouth Mobility Inc.
5600 Glenridge Drive
Suite 600
Atlanta, Georgia 30328
Attn: Real Estate Manager

LESSOR:

City of Sugar Hill
4988 Broad Street
Sugar Hill, Georgia 30518
Warren P. Nevad, City Manager

Rejection or refusal to accept delivery of any notice, or the inability to deliver any notice because of a changed address of which no notice was given, shall be deemed to be receipt of any such notice.

21. **Binding Effect.** This Agreement shall extend to and bind the heirs, personal representatives, successors and assigns of LESSOR and TENANT and shall constitute covenants running with the land.

22. **Miscellaneous.** This Agreement cannot be modified except by a written modification executed by LESSOR and TENANT in the same manner as this Agreement is executed. The headings, captions and numbers in this Agreement are solely for convenience and shall not be considered in construing or interpreting any provision in this Agreement. Wherever appropriate in this Agreement, personal pronouns shall be deemed to include other genders and the singular to include the plural, if applicable. This Agreement contains all agreements, promises and understandings between the LESSOR and TENANT, and no verbal or oral agreements, promises, statements, assertions or representations by LESSOR or TENANT or any employees, agents, contractors or other representations of either, shall be binding upon LESSOR or TENANT. This Agreement may be executed in several counterparts, each of which shall constitute an original and all of which shall constitute the same agreement. At the request of TENANT, LESSOR agrees to execute a memorandum or short form of this Agreement, in recordable form, setting forth a description of the Property, the term of this Agreement and other information desired by TENANT for the purpose of giving public notice thereof to third parties.

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

Signed, sealed and delivered on the 10 day of October, 1994, in the presence of:

[Signature]
Witness

[Signature]
Notary Public

My Commission Expires:

8/29/99
[NOTARY SEAL]

LESSOR: City of Sugar Hill

By: [Signature] (Seal)
Gary Webster, Mayor

Attest: [Signature] (Seal)
Betty Barbutt,
City Clerk

(Seal)

Signed, sealed and delivered on
the 7th day of December,
1994, in the presence of:

Kimberly P. Stary
Witness

Witness

Nellie A. Jabbari
Notary Public

My Commission Expires:

NELLIE GHAFFAR - JABBARI
Notary Public, NOTARY PUBLIC, Georgia
My Commission Expires Jan, 28th 1996

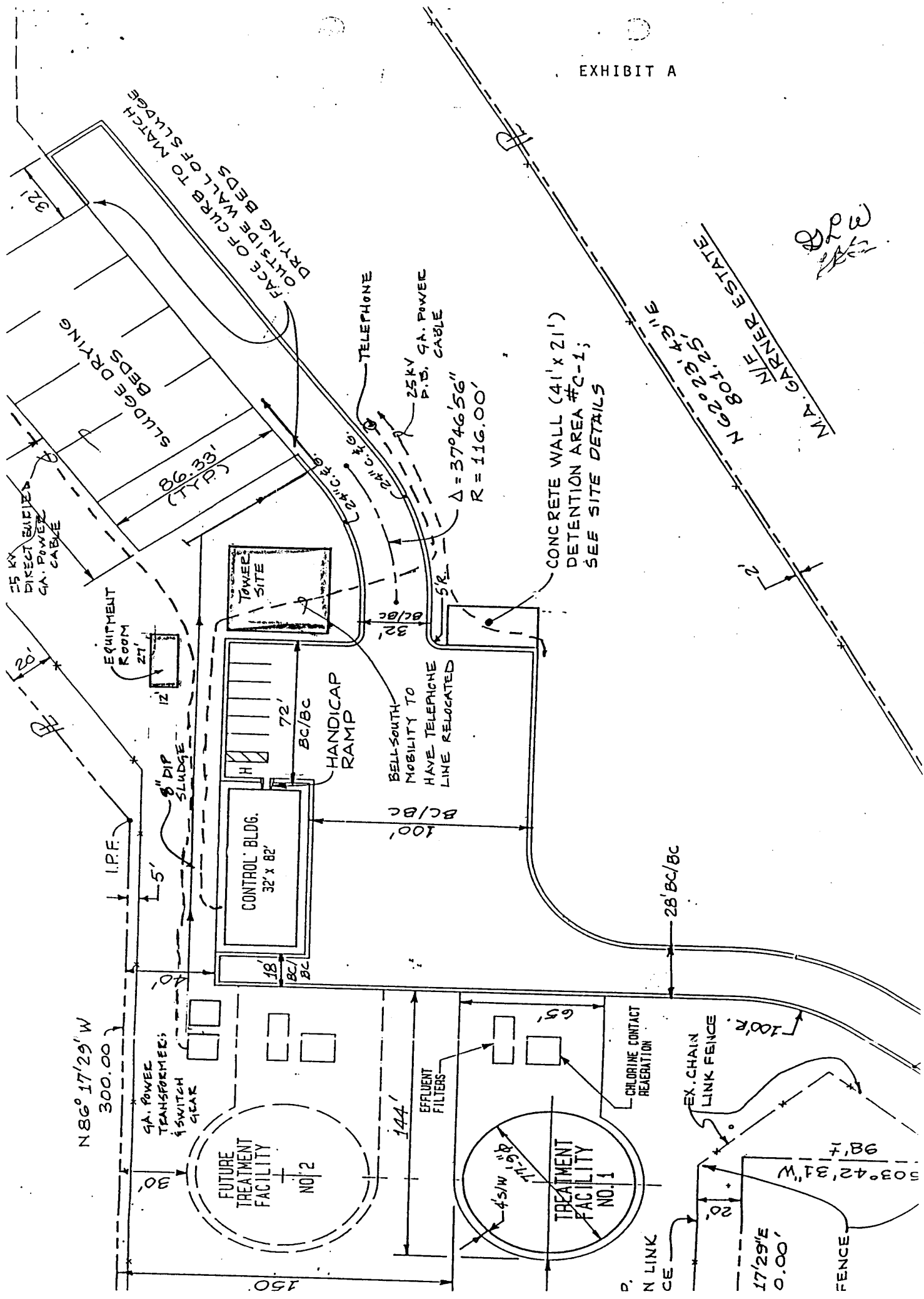
TENANT:

BELLSOUTH MOBILITY INC.

BY: Craig D. Sparks (SEAL)
CRAIG D. SPARKS

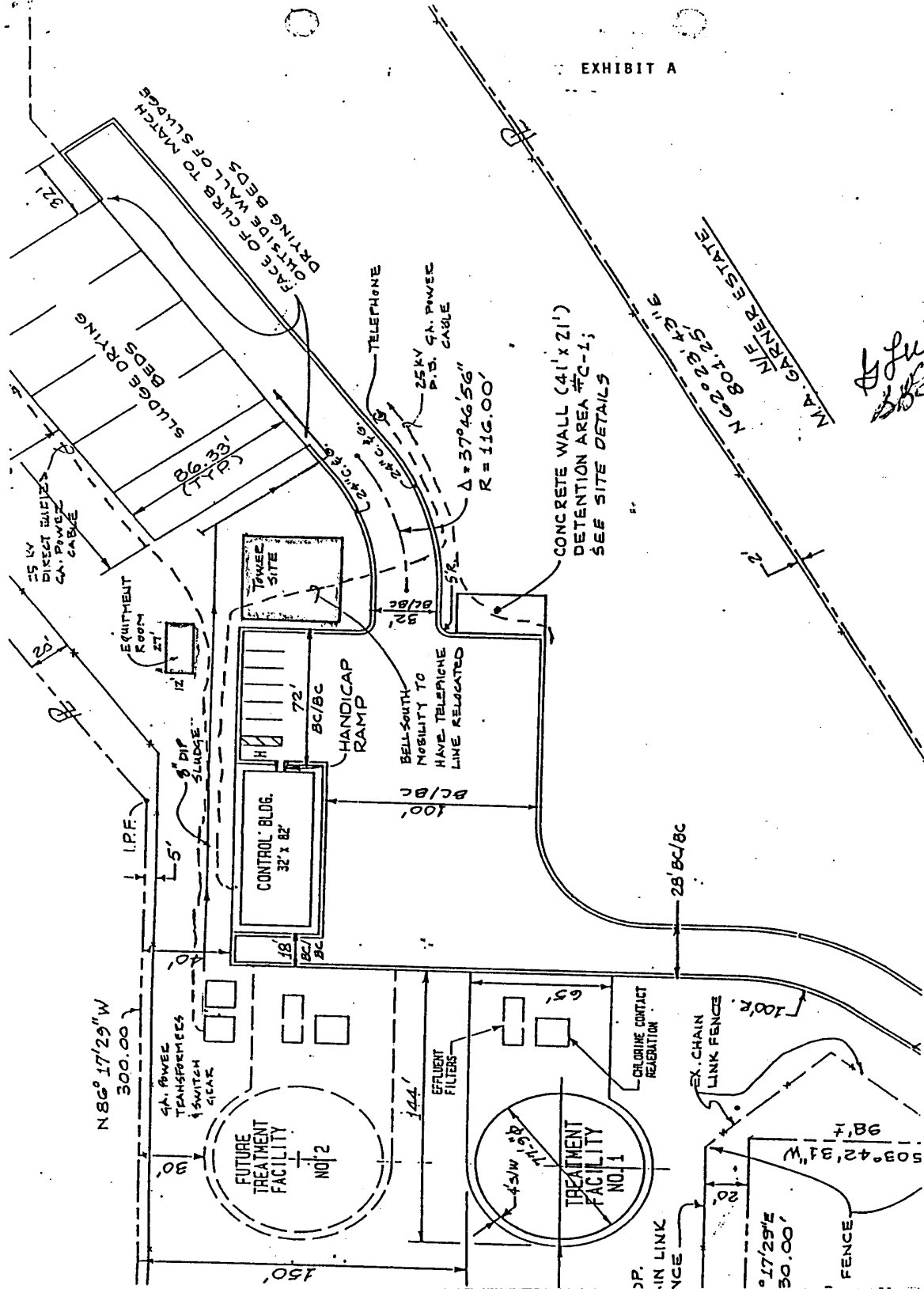
Title: REGIONAL VICE PRESIDENT

EXHIBIT A



Handwritten notes:
 3/26
 3/27

Handwritten notes:
 M.A. GARNER ESTATE
 N 86° 17' 29" W
 300.00' X 21' 00"



Handwritten notes:
 5/2/54
 5/2/54