

Prepared out of State.  
Return to:  
Crown Castle  
Post Closing Dept.  
8020 Katy Freeway  
Houston, TX 77024

Tax Parcel: 3-8-41

## **MEMORANDUM OF OPTION AND GROUND LEASE AGREEMENT**

This MEMORANDUM OF OPTION AND GROUND LEASE AGREEMENT (this "Memorandum") is dated as of the date of Optionor's signature, and made effective as of the date of the last party to sign, by and between BEN HILL COUNTY ("Optionor"), with a mailing address of 212 E Central Avenue, Fitzgerald, GA 31750, and CROWN CASTLE TOWERS 06-2 LLC, a Delaware limited liability company ("Optionee"), with a mailing address of c/o Crown Castle USA Inc., 2000 Corporate Drive, Canonsburg, PA 15317.

### **RECITALS**

Optionor and Optionee entered into that certain Option and Ground Lease Agreement effective as of \_\_\_\_\_, 202\_\_ (the "Agreement"). Optionor and Optionee desire to execute this Memorandum for the purpose of placing third parties on record notice of a right and option created and granted to Optionee with respect to the property described herein.

### **AGREEMENT**

NOW, THEREFORE, for and in consideration of the Recitals, the covenants set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Optionor and Optionee hereby agree as follows:

1. Pursuant to the Agreement, Optionee has the right and option, exercisable at any time during the Option Period or the Option Renewal Period (as those terms are defined in the Agreement) (or until such other time as may be described in the Agreement or to which the parties may mutually agree), to exercise such option in the manner set forth in the Agreement,

which provides Optionee with an exclusive and irrevocable right to lease a portion of Optionor's property ("Property"), described on **Exhibit "A"** attached hereto and made a part hereof for all purposes, consisting of approximately 10,000 square feet ("Option Area"), together with the following easements appurtenant to the Option Area: a thirty (30) feet wide access and utility easement extending from the Option Area to the nearest public right of way or public utility easement. During the two (2) year Option period, Optionee may use the Option Area for the installation and operation of a cell on wheels communications facility.

2. If the Option is exercised, the Initial Term of the Agreement will be for a period of five (5) years, commencing on the first day of the first month following the date the Option is exercised, which shall automatically be extended for nineteen (19) successive five (5) year Renewal Terms, unless the Agreement is terminated sooner pursuant to the terms of the Agreement.

3. If the Option is exercised, during the term of the Agreement, Optionor agrees that it will not permit the construction, installation or operation on the Property of (i) any additional wireless communications facilities or (ii) any equipment or device that interferes with Optionee's use of the Option Area for a wireless communications facility.

4. This Memorandum is not intended to amend or modify, and shall not be deemed or construed as amending or modifying, any of the terms, conditions or provisions of the Agreement, all of which are hereby ratified and affirmed. In the event of a conflict between the provisions of this Memorandum and the provisions of the Agreement, the provisions of the Agreement shall control. The Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, successors, and assigns, subject to the provisions of the Agreement.

5. This Memorandum may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

6. Defined terms used in this Memorandum and not otherwise defined herein shall have the meanings given to such terms in the Agreement.

7. The terms and conditions of the Agreement are incorporated herein by this reference.

8. Optionee, at its cost and expense, shall have the right to record this Memorandum in the public records of Ben Hill County, Georgia, upon the terms and conditions set forth in the Agreement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum as of the date first above written.

OPTIONOR:

Ben Hill County

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Signed, sealed, and delivered  
this \_\_\_\_ day of \_\_\_\_\_, 202\_\_\_\_,  
in the presence of:

\_\_\_\_\_  
WITNESS

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

[AFFIX NOTARY SEAL]

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum as of the date first above written.

OPTIONEE:

Crown Castle Towers 06-2 LLC,  
a Delaware limited liability company

By: \_\_\_\_\_ (SEAL)

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

Title (if any): \_\_\_\_\_

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

Signed, sealed, and delivered  
this \_\_\_\_ day of \_\_\_\_\_, 202\_\_\_\_,  
in the presence of:

\_\_\_\_\_  
WITNESS

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

[AFFIX NOTARY SEAL]

**EXHIBIT A**

THE OPTION AREA IS AN APPROXIMATELY 10,000 SQUARE FEET PORTION OF THE PROPERTY, TOGETHER WITH THOSE EASEMENTS AND RIGHTS OF ACCESS AND UTILITIES PROVIDED FOR IN THE AGREEMENT, SITUATED IN BEN HILL COUNTY, GEORGIA, AS SAID PROPERTY IS DESCRIBED AS FOLLOWS:

[TO BE ATTACHED]

## OPTION AND GROUND LEASE AGREEMENT

**THIS OPTION AND GROUND LEASE AGREEMENT** (the "Agreement") is dated as of the date of Lessor's signature, and made effective as of the date of the last party to sign ("Effective Date") by and between BEN HILL COUNTY ("Lessor") and CROWN CASTLE TOWERS 06-2 LLC, a Delaware limited liability company ("Lessee").

1. **Lessor's Property.** "Lessor's Property" shall refer to the parcel of land located in the County of Ben Hill, State of Georgia, as shown on the Tax Map of said County as Tax Parcel Number 3-8-41, being further described on **Exhibit "A"**.

2. **Leased Premises.** "Leased Premises" shall refer to that portion of Lessor's Property consisting of a parcel of approximately 10,000 square feet as described in the sketch attached hereto as **Exhibit "B"**. The boundaries of the Leased Premises may be subject to modification as set forth in Section 7.

3. **Grant of Option to Lease.** In consideration of One Thousand Two Hundred Dollars (\$1,200.00) ("Option Fee") to be paid by Lessee to Lessor within sixty (60) days of Lessee's execution of this Agreement, Lessor hereby grants to Lessee the Option, for a period of twelve (12) months, commencing on the Effective Date ("Option Period"), to lease the Leased Premises, on the terms and conditions set forth in this Agreement (the "Option").

4. **Due Diligence Investigation.**

(A) **Inspection Rights.** During the Option Period, the Option Renewal Period, and the Lease Term, Lessee shall have the right to analyze the suitability of the Leased Premises for its Permitted Use (as defined herein). Lessee and its employees, agents, contractors, engineers, and surveyors shall have the right to enter upon Lessor's Property to inspect, conduct, perform and examine soil borings, drainage testing, material sampling, surveys and other geological or engineering tests or studies of Lessor's Property, to apply for and obtain all licenses and permits required for Lessee's Permitted Use of the Leased Premises from all applicable governmental or regulatory entities, and to do those things on Lessor's Property that, in the sole opinion of Lessee, are necessary to determine the physical condition of Lessor's Property, the environmental history of Lessor's Property, Lessor's title to Lessor's Property and the feasibility or suitability of the Leased Premises for Lessee's Permitted Use, all at Lessee's expense (the "Due Diligence"). Activities conducted in connection with Lessee's Due Diligence shall not be deemed to constitute exercise of the Option or commencement of construction of the Improvements, as defined in Section 12. Upon completion of Lessee's Due Diligence activities, Lessee shall promptly restore Lessor's Property to its prior condition, reasonable wear and tear excepted.

(B) **Temporary Access Road and Easement for Due Diligence.** To facilitate Lessee's Due Diligence investigation or use of a COW (as defined below), Lessor hereby grants Lessee and its employees, agents, contractors, engineers and surveyors the right, and an easement to construct and use a temporary pedestrian and vehicular access roadway from a public road, across Lessor's Property, to the Leased Premises. The location of said temporary pedestrian and vehicular access roadway on Lessor's Property is shown on **Exhibit "B"**. Such construction shall not be deemed

to constitute exercise of the Option or commencement of construction of the Improvements, as defined in Section 12, herein.

(C) Right to Operate Temporary Facilities during Option Period. Lessee shall have the right during the Option Period to install and operate a temporary communications facility or cell on wheels (“COW”) on the Leased Premises. Installation or operation of a COW on the Lease Premises during the Option Period will not constitute exercise of the Option.

**5. Extension, Termination and Exercise of Option.**

(A) Right to Extend Option Period. If the Option is not exercised or terminated by Lessee during the Option Period, the Option shall be automatically extended for one (1) additional one (1) year period (the “Option Renewal Period”) unless the Option is exercised or terminated by Lessee in accordance with the terms of this Agreement. Lessee shall pay Lessor the amount of One Thousand Two Hundred Dollars (\$1,200.00) (“Option Extension Fee”) within sixty (60) days of the commencement of each Option Renewal Period.

(B) Right to Terminate Option. Lessee shall have the right to terminate this Agreement at any time prior to the expiration of the Option Period or any Option Renewal Period, by sending written notice of termination to Lessor.

(C) Expiration of Option Period. If, upon expiration of the Option Period or any Option Renewal Period, Lessee has not exercised the Option, this Agreement shall terminate. Upon such termination, neither party shall have any further rights or duties hereunder. Lessor shall retain the Option Fee and any Option Extension Fee previously paid.

(D) Exercise of Option. Prior to expiration of the Option Period or the Option Renewal Period, Lessee may exercise the Option by either (i) providing written notice to Lessor of such exercise or (ii) commencing construction of the Improvements. Upon the first day of the month following such exercise (“Commencement Date”), the Lease Term, as defined in Section 9 herein, shall commence and the Easements, as defined in Section 8, shall become effective.

**6. Lessor’s Cooperation.** During the Option Period, the Option Renewal Period, and the Lease Term, Lessor shall: (i) reasonably cooperate with Lessee in its efforts to perform its Due Diligence and to obtain all of the certificates, permits, licenses and other approvals that Lessee, in its sole discretion, deems necessary for its intended use of the Leased Premises (“Approvals”), including all appeals; and (ii) take no action that would adversely affect the Leased Premises. Lessor acknowledges that Lessee’s ability to use the Leased Premises is contingent upon Lessee obtaining and maintaining the Approvals. Additionally, Lessor grants to Lessee and its employees, representatives, agents, and consultants a limited power of attorney to prepare, execute, submit, file and present on behalf of Lessor building, permitting, zoning or land-use applications with the appropriate local, state and/or federal agencies necessary to obtain land use changes, special exceptions, zoning variances, conditional use permits, special use permits, administrative permits, construction permits, operation permits and/or building permits. Lessor understands that any such application and/or the satisfaction of any requirements thereof may require Lessor’s cooperation, which Lessor hereby agrees to provide. Lessor shall not do or permit anything that will interfere with or negate any Approvals pertaining to the Improvements or Leased Premises or cause them

to be in nonconformance with applicable local, state or federal laws. Lessor agrees to execute such documents as may be necessary to obtain and thereafter maintain the Approvals, and agrees to be named as the applicant for said Approvals.

7. **Leased Premises; Survey.** Within ninety (90) days of Lessee's exercise of the Option, Lessee shall provide Lessor with a copy of a boundary survey, which shall depict and identify the boundaries of the Leased Premises and the Easements, and replace and supersede the sketch attached hereto as **Exhibit "B"** (the "Survey"). The Survey shall be deemed to be incorporated into this Agreement as **Exhibit "C"** even if not physically affixed hereto. The description of the Leased Premises set forth in **Exhibit "C"** shall control in the event of discrepancies between **Exhibit "B"** and **Exhibit "C"**.

8. **Easements.** Effective on the Commencement Date, Lessor grants the following easements and rights-of-way over, under and upon Lessor's Property to Lessee, Lessee's employees, agents, contractors, sublessees, licensees and their employees, agents and contractors: (i) an easement over such portion of Lessor's Property as is reasonably necessary to obtain or comply with any Approvals, including any landscaping requirements therein; (ii) a thirty foot (30') wide easement in the location shown in **Exhibit "B"**, as may be amended by **Exhibit "C"**, for access, ingress, egress and for construction purposes including without limitation staging and storing of equipment, vehicles, cranes and materials seven (7) days per week, twenty-four (24) hours per day, for pedestrians and all types of motor vehicles, to extend from the nearest public right-of-way to the Leased Premises; and (iii) a utility easement (the "Utility Easement") in the location shown in **Exhibit "B"**, as may be amended by **Exhibit "C"**, for the installation, repair, replacement and maintenance of utility wires, poles, fiber, cables, conduits and pipes; provided that in the event that any public utility is unable or unwilling to use the Utility Easement in the location shown in **Exhibit "B"**, as may be amended by **Exhibit "C"**, at the sole option of Lessee, Lessor shall grant an alternate easement either to Lessee or directly to the public utility at no cost and in a location acceptable to Lessee and the public utility; and (iv) an easement for a right to install, maintain and replace guy wires, and an easement over Lessor's Property extending from each guy wire anchor point to the guy wire attachment point on the tower, as shown in **Exhibit "B"**, as may be amended by **Exhibit "C"** (collectively, the "Easements"). TO HAVE AND TO HOLD the Easements for the purposes provided during the Lease Term and thereafter for a reasonable period of time for Lessee to remove its Improvements.

9. **Lease Term.** Effective upon the Commencement Date, Lessor leases the Leased Premises to Lessee for a period of five (5) years ("Initial Term"). This Agreement shall automatically be extended for nineteen (19) additional terms of five (5) years each (each a "Renewal Term") (the Initial Term and Renewal Terms are together the "Lease Term"), unless this Agreement is terminated pursuant to the provisions set forth herein.

10. **Right to Terminate; Effect of Termination.**

(A) **Termination by Lessee.** Lessee shall have the right, following its exercise of the Option, to terminate this Agreement at any time, without cause, by providing Lessor with ninety (90) days' prior written notice.

(B) Termination by Lessor. Commencing on the twentieth (20<sup>th</sup>) anniversary of the Commencement Date, Lessor shall have the right to terminate this Agreement at any time, without cause, by providing Lessee with twenty-four (24) months' prior written notice.

(C) Effect of Termination. Upon termination by a party, neither party shall have any further rights or duties hereunder, except that any monies owed by either party to the other up to the date of termination shall be paid within thirty (30) days of the termination date.

11. Rent. Beginning on the Commencement Date, Lessee shall pay Lessor Fourteen Thousand Four Hundred Dollars (\$14,400.00) per year, to be paid in equal monthly installments of One Thousand Two Hundred Dollars (\$1,200.00) ("Rent"). The first payment of Rent shall be due and payable on the first day of the first full month following the Commencement Date. After the first five (5) years of the Lease Term and every five (5) years thereafter (the "Adjustment Date"), the Rent shall increase by an amount equal to ten percent (10%) of the monthly rent in effect for the month immediately preceding the Adjustment Date.

12. Use of Property. (a) The Leased Premises and the Easements shall be used for the purpose of (i) constructing, maintaining, and operating communications facilities, including without limitation, tower structures, antenna support structures, fencing, cabinets, meter boards, buildings, antennas, radios, cables, fiber, data storage systems and related communications equipment ("Improvements") and, (ii) any uses incidental thereto, including without limitation, use of back-up power systems, and installation of equipment to accommodate new technologies or future innovations for receiving, storing and transmitting signals for Lessee's use and the use of its sublessees, licensees customers, or invitees (collectively the "Permitted Use"). Lessee will place a security fence around the perimeter of the Leased Premises. All Improvements shall be constructed at Lessee's sole expense. Lessee will maintain the Leased Premises in a safe condition. It is the intent of the parties that Lessee's Improvements shall not constitute a fixture.

(b) Lessor shall have the right to install, maintain, and decommission communications equipment required for public safety within an eight (8) foot contiguous envelope of space on the tower structure with a centerline at the one hundred eighty foot (180') level and Lessor shall have one hundred twenty (120) square feet of ground space within the Leased Premises for the Lessor's ground based equipment ("Lessor's Equipment"). The installation shall be permitted provided that such Lessor's Equipment shall not cause any interference or conflict with the operations and improvements of the Lessee. Lessor shall notify Lessee of its desire to install the Lessor's Equipment and Lessee shall manage such installation. All costs associated with installation, maintenance and decommissioning of Lessor's Equipment will be at the sole cost and expense of Lessor. Lessor shall not be required to pay a monthly rental fee for the use of space on the tower, but will be responsible for any fees incurred by Lessee relating to installation or use of Lessor's Equipment, including but not limited to fees related to any required intermodulation study, AM Detuning study, structural analysis or other required testing. It is understood that Lessee shall not be required to make any modifications to the tower or the Leased Premises to provide such space to Lessor. Prior to installing Lessor's Equipment, Lessor shall provide notice and plans to the Lessee for its engineering approval which approval shall be at Lessee's sole discretion.

13. Hazardous Materials.

(A) Lessee's Obligation and Indemnity. Lessee shall not (either with or without negligence) cause or permit the escape, disposal or release of any Hazardous Materials on or from the Leased Premises in any manner prohibited by law. Lessee shall indemnify and hold Lessor harmless from any and all claims, damages, fines, judgments, penalties, costs, liabilities or losses (including, without limitation, any and all sums paid for settlement of claims, attorneys' fees, and consultants' and experts' fees) from the release of any Hazardous Materials on the Leased Premises if caused by Lessee or persons acting under Lessee.

(B) Lessor's Obligation and Indemnity. Lessor shall not (either with or without negligence) cause or permit the escape, disposal or release of any Hazardous Materials on or from Lessor's Property or Leased Premises in any manner prohibited by law. Lessor shall indemnify and hold Lessee harmless from any and all claims, damages, fines, judgments, penalties, costs, liabilities or losses (including, without limitation, any and all sums paid for settlement of claims, attorneys' fees, and consultants' and experts' fees) from the presence or release of any Hazardous Materials on Lessor's Property or Leased Premises unless caused by Lessee or persons acting under Lessee.

(C) For purposes of this Agreement, the term "Hazardous Materials" means any substance which is (i) designated, defined, classified or regulated as a hazardous substance, hazardous material, hazardous waste, pollutant or contaminant under any Environmental Law, as currently in effect or as hereafter amended or enacted, (ii) a petroleum hydrocarbon, including crude oil or any fraction thereof and all petroleum products, (iii) PCBs, (iv) lead, (v) asbestos, (vi) flammable explosives, (vii) infectious materials, or (viii) radioactive materials. "Environmental Laws" means the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, 42 U.S.C. Sections 9601, et seq., the Resource Conservation and Recovery Act of 1976, 42 U.S.C. Sections 6901, et seq., the Toxic Substances Control Act, 15 U.S.C. Sections 2601, et seq., the Hazardous Materials Transportation Act, 49 U.S.C. 5101, et seq., and the Clean Water Act, 33 U.S.C. Sections 1251 et seq., as said laws have been supplemented or amended to date, the regulations promulgated pursuant to said laws and any other federal, state or local law, statute, rule, regulation or ordinance which regulates or proscribes the use, storage, disposal, presence, clean-up, transportation or release or threatened release into the environment of Hazardous Materials.

**14. Insurance.** At all times during the Option Period, any Option Renewal Period and the Lease Term, Lessee, at its sole expense, shall obtain and keep in force insurance which may be required by any federal, state or local statute or ordinance of any governmental body having jurisdiction in connection with the operation of Lessee's business upon the Leased Premises. At a minimum, said insurance shall include Commercial General Liability coverage in an amount not less than \$1,000,000.00 per occurrence and \$2,000,000.00 in the aggregate, and shall name the Lessor as an additional insured. The required limits recited herein may be met by primary and excess or umbrella policies covering other locations. Upon Lessor's written request, which request shall not exceed once per year, Lessee will provide Lessor with a copy of the certificate of insurance evidencing such coverage.

**15. Removal of Obstructions.** Lessee may remove obstructions from Lessor's Property with the approval of Lessor, which shall not be unreasonably withheld, including but not limited to

vegetation, which may encroach upon, interfere with or present a hazard to Lessee's use of the Leased Premises or the Easements.

**16. Real Estate Taxes.** Lessee agrees to reimburse Lessor for any and all documented real estate or personal property taxes levied against Lessor's Property that are directly attributable to the Improvements constructed by Lessee. Lessor agrees to provide Lessee any documentation evidencing the taxes and how such taxes are attributable to Lessee's use. Lessee reserves the right to challenge any such assessment, and Lessor agrees to cooperate with Lessee in connection with any such challenge. Notwithstanding any language in this section to the contrary, Lessee shall not be obligated to reimburse Lessor for any applicable taxes, unless Lessor requests such reimbursement, and provides Lessee with documentation supporting any such payment(s), within one (1) year after the date such taxes became due.

**17. Waiver of Claims and Rights of Subrogation.** The parties hereby waive any and all rights of action for negligence against the other on account of damage to the Improvements, Lessor's Property or to the Leased Premises resulting from any fire or other casualty of the kind covered by property insurance policies with extended coverage, regardless of whether or not, or in what amount, such insurance is carried by the parties. All policies of property insurance carried by either party for the Improvements, Lessor's Property or the Leased Premises shall include a clause or endorsement denying to the insurer rights by way of subrogation against the other party to the extent rights have been waived by the insured before the occurrence of injury or loss.

**18. Default.**

(A) Notice of Default; Cure Period. In the event that there is a default by Lessor or Lessee (the "Defaulting Party") with respect to any of the provisions of this Agreement or Lessor's or Lessee's obligations under this Agreement, the other party (the "Non-Defaulting Party") shall give the Defaulting Party written notice of such default. After receipt of such written notice, the Defaulting Party shall have thirty (30) days in which to cure any monetary default and sixty (60) days in which to cure any non-monetary default. The Defaulting Party shall have such extended periods as may be required beyond the sixty (60) day cure period to cure any non-monetary default if the nature of the cure is such that it reasonably requires more than sixty (60) days to cure, and Defaulting Party commences the cure within the sixty (60) day period and thereafter continuously and diligently pursues the cure to completion. The Non-Defaulting Party may not maintain any action or effect any remedies for default against the Defaulting Party unless and until the Defaulting Party has failed to cure the same within the time periods provided in this Section.

(B) Remedies for Default: If the Defaulting Party is in default beyond the applicable periods set forth above, the Non-Defaulting Party shall have the right to pursue any one or more of the following remedies: (a) injunctive relief, (b) require specific performance of this Agreement, (c) pursue an action for damages, and (d) terminate this Agreement. Lessee shall be liable for all Rent and other amounts accrued under this Agreement through the date of termination of possession.

**19. Limitation on Damages.** Except for claims of indemnification or claims arising from gross negligence or intentional misconduct, in no event shall either party be liable to the other for

consequential, indirect, speculative or punitive damages in connection with or arising from this Agreement, or the use of the Leased Premises, Easements, and/or Utility Easement.

20. **Hold Harmless.** Each party shall indemnify and defend the other party against, and hold the other party harmless from, any claim of liability or loss from personal injury or property damage arising from the use and occupancy of the Leased Premises or Lessor's Property by such indemnifying party, its employees, contractors, servants or agents, except to the extent such claims are caused by the intentional misconduct or negligent acts or omissions of the other party, its employees, contractors, servants or agents.

21. **Lessor's Covenant of Title.** Lessor covenants that Lessor holds good and marketable fee simple title to Lessor's Property and the Leased Premises and has full authority to enter into and execute this Agreement.

22. **Interference with Lessee's Business.** Lessor agrees that it will not permit the construction, installation or operation on Lessor's Property of (i) any additional wireless communications facilities or (ii) any equipment or device that interferes with Lessee's use of the Leased Premises for a wireless communications facility. Each of the covenants made by Lessor in this Section is a covenant running with the land for the benefit of the Leased Premises.

23. **Eminent Domain.** If Lessor receives notice of a proposed taking by eminent domain of any part of the Leased Premises or the Easements, Lessor will notify Lessee of the proposed taking within five (5) days of receiving said notice and Lessee will have the option to: (i) terminate this Agreement; or (ii) remain in possession of that portion of the Leased Premises and Easements that will not be taken, in which event there shall be an equitable adjustment in Rent on account of the portion of the Leased Premises and Easements so taken. With either option Lessee shall have the right to pursue all available remedies at law or equity.

24. **Applicable Law and Venue.** This Agreement and the performance thereof shall be governed, interpreted, construed and regulated by the laws of the State where the Leased Premises is located. The parties agree that the venue for any litigation regarding this Agreement shall be in the state or federal courts in the county where the Leased Premises is located.

25. **Notices.** All notices hereunder shall be in writing and shall be given by (i) established national courier service which maintains delivery records, (ii) hand delivery, or (iii) certified or registered mail, postage prepaid, return receipt requested. Notices are effective upon receipt, or upon attempted delivery if delivery is refused or if delivery is impossible because of failure to provide reasonable means for accomplishing delivery. The notices shall be sent to the parties at the following addresses:

Lessor:

**Ben Hill County**  
Attn: Chairman Hal Wiley  
212 E Central Avenue  
Fitzgerald, GA 31750

Lessee:

Crown Castle Towers 06-2 LLC  
Attn: Legal - Real Estate  
2000 Corporate Drive  
Canonsburg, PA 15317-8564

26. **Assignment, Sublease, Licensing and Encumbrance.** Lessee has the right, at its sole discretion and without consent, to assign its interest in this Agreement to any affiliate, parent or subsidiary of Lessee, to any entity that acquires all or substantially all of the assets of Lessee, and to any entity that merges with or into Lessee; as to an assignment of this Agreement to any other entity, Lessee shall first obtain Lessor's prior written consent, which consent shall not be unreasonable withheld, conditioned or delayed. For an assignment for which Lessee is not required to obtain consent, Lessee shall provide written notice of such assignment. Assignment of this Agreement by Lessee shall be effective upon Lessee sending written notice to Lessor, or obtaining Lessor's consent when such consent is required, but shall not relieve Lessee liability or obligation under this Agreement unless assignee assumes all of Lessee's obligations. Lessee shall have the right to sublease or license use of the Leased Premises, without Lessor's consent. Lessee has the further right to pledge or encumber its interest in this Agreement. Upon request to Lessor from any leasehold mortgagee, Lessor agrees to give the holder of such leasehold mortgage written notice of any default by Lessee and an opportunity to cure such default within fifteen (15) days after such notice with respect to monetary defaults and within a commercially reasonable time after such notice with respect to any non-monetary default.

27. **Mortgages.** In the event that the Leased Premises is currently encumbered or shall become encumbered by such a mortgage, Lessor shall obtain and furnish to Lessee a non-disturbance agreement for each such mortgage, in recordable form.

28. **Sale of Property.** If during the Option Period, any Option Renewal Period, or Lease Term, Lessor sells all or part of Lessor's Property, of which the Leased Premises is a part, then such sale shall be under and subject to this Agreement.

29. **Surrender of Property.** Upon expiration or termination of this Agreement, Lessee shall, within a reasonable time, remove all above ground Improvements and restore the Leased Premises as nearly as reasonably possible to its original condition, without, however, being required to replace any trees or other plants removed, or alter the then existing grading.

30. **Quiet Enjoyment.** Lessor covenants that Lessee, on paying Rent and performing the covenants of this Agreement, shall peaceably and quietly have, hold and enjoy the Leased Premises and Easements.

31. **Lessor's Waiver.** Lessor hereby waives and releases any and all liens, whether statutory or under common law, with respect to any of Lessee's Improvements now or hereafter located on the Leased Premises.

32. **Miscellaneous.**

**Recording.** Lessee shall have the right to record a memorandum of the Option and a memorandum of this Agreement with the appropriate recording officer. Lessor shall execute and deliver each such memorandum, for no additional consideration, promptly upon Lessee's request.

Entire Agreement. Lessor and Lessee agree that this Agreement contains all of the agreements, promises and understandings between Lessor and Lessee. No oral agreements, promises or understandings shall be binding upon either Lessor or Lessee in any dispute, controversy or proceeding at law. Any addition, variation or modification to this Agreement shall be void and ineffective unless made in writing and signed by the parties hereto. The terms, covenants and provisions of this Agreement shall extend to and be binding upon the respective executors, administrators, heirs, successors and assigns of Lessor and Lessee.

Captions. The captions preceding the Sections of this Agreement are intended only for convenience of reference and in no way define, limit or describe the scope of this Agreement or the intent of any provision hereof.

Construction of Document. Lessor and Lessee acknowledge that this document shall not be construed in favor of or against the drafter by virtue of said party being the drafter and that this Agreement shall not be construed as a binding offer until signed by Lessee.

Partial Invalidity. If any term of this Agreement is found to be void or invalid, then such invalidity shall not affect the remaining terms of this Agreement, which shall continue in full force and effect.

Counterparts. This Agreement may be executed simultaneously or in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement.

Electronic Signatures. Each party agrees that the electronic signatures of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. As used herein, "electronic signature" means any electronic sound, symbol, or process attached to or logically associated with this Agreement and executed and adopted by a party with the intent to sign such Agreement, including facsimile or email electronic signatures.

IRS Form W-9. Lessor agrees to provide Lessee with a completed IRS Form W-9, or its equivalent, upon execution of this Agreement and at such other times as may be reasonably requested by Lessee. In the event the Lessor's Property is transferred, the succeeding Lessor shall have a duty at the time of such transfer to provide Lessee with a Change of Ownership Form as provided for by Lessee, a completed IRS Form W-9, or its equivalent, and other related paper work to effect a transfer in Rent to the new Lessor. Lessor's failure to provide the IRS Form W-9 within thirty (30) days after Lessee's request shall be considered a default and Lessee may take any reasonable action necessary to comply with IRS regulations including, but not limited to, withholding applicable taxes from Rent payments.

[Execution Page Follows]

**IN WITNESS WHEREOF**, Lessor and Lessee having read the foregoing and intending to be legally bound hereby, have executed this Agreement as of the day and year this Agreement is fully executed.

**LESSOR:**

Ben Hill County

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

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

Print Title (if any): \_\_\_\_\_

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

**LESSEE:**

Crown Castle Towers 06-2 LLC,  
a Delaware limited liability company

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

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

Title (if any): \_\_\_\_\_

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

**EXHIBIT "A"**

[Insert description of Lessor's Property or attach a recorded copy of Lessor's deed as Exhibit "A" and insert here]

**EXHIBIT "B"**

[Label site sketch, including Easements, as Exhibit "B" and insert here]

**EXHIBIT "C"**

[Attach boundary survey once obtained]