RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE DIRECTOR OF GENERAL SERVICES TO EXTEND THE LEASE AGREEMENT WITH CROWN CASTLE FOR A CELLULAR TOWER LOCATED AT CORNELISON ROAD AND TO ACQUIRE 815 AUBREY DRIVE AS PART OF THE RENTAL AGREEMENT.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CHATTANOOGA, TENNESSEE, That it is hereby authorizing the Director of General Services to extend the Lease Agreement with Crown Castle for a cellular tower located at Cornelison Road (Tax Map No. 157M-A-009.03) and to acquire 815 Aubrey Drive (Tax Map No. 147J-D-029) as part of the rental agreement.

The Aubrey property will provide a radio transmission site that greatly improves coverage on Shallowford Road to Hamilton Place.

ADOPTED: _____, 2012

/mms

City of Chattanooga

Resolution Request Form

(This form is only required for resolutions requiring expenditure of City funds)

Date Prepared: December 10, 2012

Preparer: Dan Thornton **Department: GSA**

Brief Description of Purpose for Resolution: Resolution Number (if approved by Council):

A resolution to extend the lease with Crown Castle for a cellular tower site at Cornelison Road (157M-A-009.03) and to acquire 815 Aubrey Drive (tax map 147J-D-029) as part of the rental agreement. The Aubrey property will provide a radio transmission site that greatly improves coverage on Shallowford Road to Hamilton Place.

Lease site is located in District 6.

Acquired property is located in DISTRICT 5.

Name of Vendor/Contractor/Grant, etc.	Crown Castle	New Contract/Project? (Yes or No)	
Total project cost	$ 0.00	Funds Budgeted? (YES or NO)	
Total City of Chattanooga Portion	$ 0.00	Provide Fund	
City Amount Funded	$ 0.00	Provide Cost Center	
New City Funding Required	$	Proposed Funding Source if not budgeted	
City's Match Percentage	%	Grant Period (if applicable)	

List all other funding sources and amount for each contributor.

Amount(s)	Grantor(s)
$	
$	
$	

Agency Grant Number

CFDA Number if known

Other comments: (Include contingency amount, contractor, and other information useful in preparing resolution)

Approved by:

Reviewed by: FINANCE OFFICE DESIGNATED OFFICIAL/ADMINISTRATOR

Please submit completed form to @budget, accounting, City Attorney, City Finance Officer and Deputy Administrator Finance

Questions? Contact Finance Department . 423.757.5232

AMENDED AND RESTATED LEASE

THIS LEASE (this "Lease" or the "Lease") made and entered into as of the last date of execution set forth below, by and between the City of Chattanooga, Tennessee, a municipal corporation ("Lessor"), and Crown Castle GT Company LLC, a Delaware limited liability company, with a mailing address of 2000 Corporate Drive, Canonsburg, Pennsylvania 15317 ("Lessee").

RECITALS:

WHEREAS, Lessor and Lessee (as successor in interest to Chattanooga Cellular Telephone Company, a Tennessee general partnership) are parties to that certain Lease Agreement dated as of July 18, 1995 (the "Existing Lease"), and they desire to amend and restate the entire Existing Lease as hereinafter provided; and

WHEREAS, under the provisions of the Existing Lease, Lessee has made certain improvements, including a wireless communications facility, tower structures, equipment shelters, meter boards and related improvements and structures and uses incidental thereto to the Property (as defined in the Existing Lease and described on Exhibit A attached hereto); and

WHEREAS, subject to the terms and conditions of the Existing Lease, the term of the Existing Lease will expire at 11:59 p.m. on September 30, 2015 (the "Existing Lease Expiration Time"); and

WHEREAS, subject to the terms and conditions of this Lease, after the Existing Lease Expiration Time, Lessee desires to continue to lease from Lessor the Property for the permitted uses set forth in the Existing Lease; and

WHEREAS, Lessor is willing to extend the term of the Existing Lease subject to the terms and conditions of this Lease.

NOW, THEREFORE, in consideration of the mutual promises herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged, Lessor and Lessee hereby mutually agree that the Existing Lease be amended and restated as of the Effective Date (as defined in SECTION 6 below) as follows:

SECTION 1. Transition Provision. Prior to the Effective Date, the rights and obligations of Lessor and Lessee are those described in the Existing Lease. On the Effective Date, the Existing Lease shall be deemed amended and restated so as to contain all of the terms of this Lease and this Lease as amended and restated shall govern all future rights, obligations, duties and liabilities of the parties.

SECTION 2. Acceptance of Current "AS IS" condition. Lessee is currently in possession of the Property and does hereby accept the Property in its **"AS IS"** condition as of the Effective Date.

SECTION 3. Statement of Intent. This Lease is only a modification and restatement of the Existing Lease. It does not serve as a termination of the Existing Lease. As such, the rights and obligations of each of Lessor and Lessee for the period prior to the Effective Date are set forth in the Existing Lease (except for the increase in rent as set forth in SECTION 7, which is effective immediately). On and after the Effective Date, those duties and obligations are modified prospectively in accordance with this Lease.

SECTION 4. Property. Lessor leases to Lessee the Property.

SECTION 5. Use of the Property. It is expressly agreed to and understood by the parties that the Property shall be used exclusively by Lessee to operate a communications facility, including without limitation, tower structures, antenna support structures, cabinets, meter boards, buildings, antennas, cables, equipment and uses incidental thereto for Lessee's use

and the use of its sublessees and licensees in accordance with applicable Federal Communications Commission ("FCC") regulations during the term of this Lease.

SECTION 6. Term. The parties acknowledge and agree that, subject to the terms and conditions of this Lease, the term of the Existing Lease shall automatically be extended pursuant to the terms hereof for an additional term of twenty (20) years effective on the last date of execution of this Lease by the parties (the "Effective Date).

SECTION 7. Lease Payments. Lessee shall, during the last renewal term of the Existing Lease and the additional twenty-year term of this Lease, pay to Lessor the net annual rent as follows:

Date	Annual Payment	Monthly Payment
The Effective Date - September 30, ~~2015*~~ 2030	~~$15,000.00~~ $12,228.00	~~$1,250.00~~ $1,019.00
~~October 1, 2015 - September 30, 2020~~	~~$17,500.00~~	~~$1,458.33~~
~~October 1, 2020 - September 30, 2025~~	~~$19,250.00~~	~~$1,604.17~~
~~October 1, 2025 - September 30, 2030~~	~~$21,175.00~~	~~$1,764.58~~
October 1, 2030 - September 30, 2035	$23,292.00	$1,941.00

~~*(remainder of Existing Lease.)~~

Payments shall be made monthly in advance on the 1st day of each full calendar month during the term of this Lease, the first such payment to include any pro-rated rental for the period from the date hereof to the first day of the first full calendar month in the term. Escalation shall occur as noted in the above rent schedule. All rentals payable by Lessee to Lessor under this Lease shall be paid to Lessor at the address herein designated in SECTION 32.

SECTION 7a. Conveyance for Rent Reduction. Lessee shall convey, or shall cause its affiliate to convey, property located at 815 Aubrey Avenue (tax map #147J-D-029) (the "Transferred Property") to Lessor upon the final execution date of this Lease. The rental payments due through September 30, 2030 have been reduced in consideration of the transfer of

the Transferred Property. The Transferred Property shall only be used for a government owned secure communication tower and related equipment. Use of the Transferred Property for commercial **communication** purposes shall be prohibited. Lessor shall grant to Lessee the exclusive right to use a portion of the Transferred Property at minimal rent if the facilities located on the **adjacent** Property are at capacity. Lessor will permit such use of the Transferred Property so long as it does not interfere with the secure communication **public safety** bandwidth in use by Lessor or its agencies or departments.

SECTION 8. Improvements. Lessee has made certain improvements to the Property, including a wireless communications facility, tower structures, equipment shelters, meter boards and related improvements and structures and uses incidental thereto (the "Original Improvements") as agreed upon in the Existing Lease. Lessee shall not make any Major Modifications (as defined herein) to the Property without obtaining Lessor's written approval, such approval not to be unreasonably withheld, conditioned or delayed. If Lessee desires to make ~~Additional Improvements~~~~Major~~Major Modifications to the Property, Lessee shall be required to submit a detailed description of the ~~Additional Improvements~~~~Major~~Major Modifications to be made to Lessor (~~the~~ "Lessee's Plan"). ~~The~~ Lessee's Plan shall be subject to Lessor's written approval, not to be unreasonably withheld, conditioned or delayed. Lessor shall respond to Lessee's Plan within thirty (30) days following Lessee's request for a Major Modification. In the event that the ~~Additional Improvements add~~~~Major~~Major Modification adds to the existing tower height, Lessee shall make application to the Chattanooga Board of Appeals for Variances and Special Permits for a special permit as required by Chattanooga City Code, Sec. 38-568(16). Lessor's approval of Lessee's Plan shall in no event, unless expressly set forth in such approval be deemed to create any obligations on the part of Lessor to do any work or

make ~~the Additional Improvements to the Leased Premises. In the event Lessor approves Lessee's Plan and the Chattanooga Board of Appeals for Variances and Special Permits approves the Lessee's application for a special permit, the parties shall execute an amendment to this Lease setting forth the obligations of Lessee with respect to the construction of the Additional Improvements in accordance with Lessee's Plan, which shall be attached as an exhibit to the lease amendment~~~~Major~~Major Modifications to the Property. The Original Improvements and ~~Additional Improvements (if such Additional Improvements are requested and approved by Lessor)~~any subsequent improvements to the Communications Facility are hereinafter, as appropriate, referred to collectively as the "Improvements." As used herein, the term "Major Modification" shall mean a significant structural alteration to the tower or structure (such as, by way of example, the adding of height to the tower or adding a story to any equipment storage structure) or other alteration or addition resulting in a significant change in the visual appearance of the Communications Center, as defined herein (such as, by way of example, the conversion of the tower into a "tree," "bell tower" or lattice structure or material change in the color of either facility). A Major Modification shall not include the adding, decreasing, altering, replacing, or upgrading of (i) antennas or antenna arrays on the tower (or of related cable or other antenna accessories) (ii) cabinets or other equipment inside the Property or (iii) equipment storage structures (not exceeding one story), provided that the same do not lessen the safety or result in a significant change in the visual appearance of the Communications Center. Lessee may, without Lessor's consent, make modifications, alterations or upgrades to the Communications Center that are not Major Modifications during the term hereof; provided, however, that Lessee shall submit to Lessor originals or duplicates of any construction plans or drawings relating thereto.

Lessee, its successors and assigns, shall indemnify, defend and hold harmless Lessor from and against all losses, costs, claims, liabilities, expenses, demands and obligations of every kind and nature, known and unknown, foreseen and unforeseen, arising out of or related to Lessee's improvements as set forth in Section 14 hereof.

SECTION 9. Communications Equipment. In addition to the Improvements, Lessor grants permission for Lessee to operate such equipment reasonably required by Lessee or its sublessee or licensees for use of the Property as a communications tower site, including, but not limited to, the following equipment and to engage in the following activities on or about the Property:

(a) Operation of radio communications on the Property consisting of a transmission tower and building(s) to house equipment necessary to operate a radio tower, which tower and building(s) shall be enclosed by a chain-link fence;

(b) Flexible coaxial transmission lines between antenna and communications equipment;

(c) Radio communications equipment consisting of transmitters, receivers, and accessories to be installed on the towers; and

(d) Construction of a chain-link fence to enclose all Improvements, including the tower, building(s), and all equipment.

For the purposes of this Lease, all of Lessee's tower, equipment, building(s), fences, panels, generator(s), cables, wires, antennas, microwave dishes, and accessories shall hereinafter collectively be referred to as appropriate, as "Communications Equipment" or "Communications Center."

SECTION 10. Fixtures. Lessor covenants and agrees that, notwithstanding any contrary provision of statutory or common law, no part of the Improvements constructed, erected or placed by Lessee on the Property shall ever be deemed by Lessor to be or become affixed to or a part of the Property, it being the specific agreement of Lessor and Lessee that all Improvements of every kind and nature constructed, erected or placed by Lessee on the Property shall be and remain the personal property of the Lessee. Lessee agrees to hold Lessor harmless on account of claims or mechanic's, materialmen or other liens imposed upon the Property in connection with any Improvements, alterations or additions to the Property. Lessor hereby waives and releases any and all liens, whether statutory or under common law, with respect to any of Lessee's Property now or hereafter located on the Property.

SECTION 11. Removal Bond. Lessee shall provide Lessor with a removal bond in the amount of Twenty Five Thousand and No/100 Dollars ($25,000.00) for the removal of the Improvements upon expiration or earlier termination of the Lease and in no event later than ninety (90)) days following termination of this Lease. The removal bond must be approved by the Lessor's Finance Officer as to the financial adequacy and the City Attorney as to legal enforceability. Lessee agrees to restore the Property to its original condition prior to construction of the Improvements, without, however, being required to replace any trees or other plants removed, or alter the then-existing grading. If such time for removal of Lessee's Improvements causes Lessee to remain on the Property after the expiration or earlier termination of this Lease, Lessee shall pay rent at the then existing monthly or monthly pro-rata basis if based upon a longer payment term, until such time as the removal of the Improvements, personal property, and all fixtures are completed. Any Improvements or personal property of Lessee which is not removed from the Property within such ninety (90) day period following

termination of this Lease shall be deemed abandoned and may be disposed of by Lessor in any manner without accounting or being liable to Lessee.

SECTION 12. Repairs. Lessee shall, at its sole expense, be responsible for all repairs to the Property and Improvements located thereon and shall maintain the Property and Improvements in good order, condition, and repair.

SECTION 13. Quiet Possession. The Lessor covenants to keep the Lessee in quiet possession of the Property during the term of this Lease.

SECTION 14. Indemnity. Lessee, as a material part of the consideration to be rendered to Lessor, hereby waives all claims against Lessor for injuries or damage for any cause arising at any time to persons in or about said Property where said injuries or damage occurs as a result of the use of the Property by Lessee or from the failure of Lessee to keep the Property in good condition and repair, as herein provided. Lessee will indemnify Lessor and save it harmless from and against any and all claims, actions, damages, liability and expense in connection with loss of life, personal injury and/or damage to property arising from or out of the occupancy or use by Lessee of the Property or any part thereof occasioned wholly or in part by any act or omission of Lessee, its sublessees, invitees, agents, employees, or contractors. Lessee further agrees to defend, pay all costs of defense, including attorney's fees, and/or any judgment or cost for any claim or suit brought against Lessor as a result of any claim brought against Lessee, its sublessees, invitees, agents, employees, or contractors. This indemnification of Lessor shall survive the expiration or sooner termination of this Lease.

SECTION 15. Insurance. At its sole expense, Lessee shall procure and maintain during the term of this Lease insurance of the types and in the amounts described below against

claims for injuries to persons or damages to property which may arise from or in connection with this Lease.

(a) Commercial General Liability Insurance

Lessee agrees during the term of this Lease to maintain occurrence version commercial general liability insurance or equivalent form with a limit of not less than Three Million Dollars ($3,000,000) each occurrence for bodily injury, personal injury and property damage. If such insurance contains a general aggregate limit, it will apply separately to this Lease, or be no less than two (2) times the occurrence limit. Lessee agrees to provide the insurance policies at its sole expense, with commercially reasonable increases in coverage, but in no event shall the insurance coverage be less than the limits set by the Tennessee Governmental Tort Liability Act, as may be amended. Such insurance will:

(i) Contain or be endorsed to contain a provision that includes the Lessor, its officials, officers, and employees as additional insureds with respect to liability arising out of work or operations performed by or on behalf of Lessee including materials, parts, or equipment furnished in connection with such work or operations. The coverage will contain no special limitations on the scope of protection afforded to the above listed insureds. Liability coverage can be provided in the form of an endorsement to Lessee's insurance or as a separate owner's policy; and

(ii) For any claims related to this Lease, be primary insurance as respects the Lessor, its officials, officers and employees. Any insurance or self-insurance programs covering the Lessor, its officials, officers and employees will be in excess of insurance and will not contribute with it.

(b) Additional Insurance Requirements.

Lessee shall include Lessor as additional insured on all commercial liability insurance. Proof of said insurance shall be provided to Lessor's Risk Manager.

Lessee shall:

(i) Prior to the Effective Date, furnish Lessor with original certificates of insurance and any amendatory endorsements effecting coverage required by this Section, provide that such insurance will not be cancelled~~, allowed to expire, or be materially reduced in coverage~~ allowed to expire, or be materially reduced in coverage except on thirty (30) days' prior written notice to the City Attorney and Risk Manager of Lessor~~ Attorney and Risk Manager of Lessor~~, except for non-payment of premium and, if requested by Lessor, provide certified copies of endorsements and policies in lieu of or in addition to certificates of insurance;

(ii) Place such insurance with an insurer that is licensed to do business in Tennessee and has an A.M. Best Company rating of no less than ~~AV~~AAV; and

(iii) Require all contractors to maintain during the terms of this Lease, commercial general liability insurance, business automobile liability insurance and workers' compensation/employers' liability and furnish contractor's certificates of insurance to Lessor prior to the commencement of work.

Furthermore, ~~any deductibles or~~ self-insured retentions must be declared to and approved by Lessor.

Lessee shall insure, at its sole expense, the Improvements located on the Property and shall insure, at its sole expense, all its personal property. Lessor shall not be responsible for damage or loss of property of Lessee kept or stored on the Property.

SECTION 16. Environmental Matters.

(a) If Lessee causes any release of hazardous material from or out of the Improvements or Communications Center which the Lessee constructs on the Property during the term of the Existing Lease, this Lease or any holdover tenancy, Lessee shall be responsible for all costs associated therewith, including all damages or remedial actions required by regulations pertaining to health or the environment ("Environmental Laws"), including, without limitation, the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended and the Resource Conservation and Recovery Act of 1987, as amended.

(b) Lessee agrees to indemnify, defend and hold Lessor and Lessor's officials, officers, employees, agents, successors, and assigns harmless from any claims, damages, fines, penalties, losses, judgments, costs, and liabilities resulting from Lessee's operation on the Property resulting in any violation of any Environmental Laws by Lessee. The provision of this Section shall survive expiration or the sooner termination of this Lease.

SECTION 17. Ingress, Egress and Utility Easement. Lessor agrees to execute such instruments or grant such easements over, across, in and upon any adjoining property of Lessor for the benefit of the Property at any time during the term hereof that Lessee may reasonably

request to provide necessary ingress and egress to and from the Property and electricity and telephone service necessary to maintain or operate the Communications Center.

SECTION 18. Termination.

(a) Lessee has the right to terminate this Lease at any time upon any of the following events:

(i) For any or no reason at all upon six (6) months' written notice from Lessee;

(ii) If the approval of any agency, board, court or other governmental authority necessary for the construction and/or operation of the Communications Center cannot be obtained, or is revoked, or if Lessee determines the cost of obtaining such approval is prohibitive; or

(iii) If Lessee determines that the Property is not appropriate for continuing the Communications Center for technological reasons, including, but not limited to, signal interference.

(b) Lessor has the right to terminate this Lease at any time upon any of the following events:

(i) If Lessor, in its sole discretion, based upon sound engineering principles, determines that~~, based upon engineering inspection by Lessor, under relevant building, structural or engineering codes or standards applicable to~~ the Communications Center has become structurally unsound~~; , the Communications Center is structurally unsound~~ (provided, however, that this Lease shall not terminate if Lessee repairs, refurbishes or otherwise remedies the Communications Center within ~~sixty~~ninety (~~60~~90) days after

receipt of written notice from Lessor so that the structurally unsound condition no longer exists); and

(ii) ~~(ii)~~ If Lessor, in its sole discretion, based upon sound~~ fiscal and~~ engineering principles determines that the Communications Center should be withdrawn from use as a communications tower; or

(iii) ~~(ii) (iii)~~ If Lessor, in its sole discretion, based on sound engineering principles ~~determines~~~~there is a final non-appealable determination by any federal or state court~~determines that the Communications Center has ~~become~~~~is~~become hazardous or dangerous to persons or property due to an act of ~~God~~~~human life as then configured~~God (provided, however, that this Lease shall not terminate if Lessee repairs, refurbishes or otherwise remedies the Communications Center within ninety (90) days after receipt of written notice from Lessor so that the hazardous or dangerous condition no longer exists).

(c) Lessee will give Lessor thirty (30) days' written notice of termination of this Lease under the terms of SECTION 18(a)(i), (ii), and (iii) above. Lessor shall give Lessee six (6) months' written notice of termination of this Lease under the terms of SECTION 18(b)(i) and (ii) above. Upon termination, neither party will owe any further obligation under this Lease except as otherwise provided in SECTION 19 and except for the indemnities and hold harmless provisions in this Lease, the provisions of SECTION 16, the prompt reimbursement of pro-rata pre-paid rent, and Lessee's responsibility of removing all of the Improvements and

Communications Equipment from the Property and restoring the Property to its condition as of the Effective Date of the Existing Lease.

SECTION 19. Default.

(a) The occurrence of any of the following acts shall constitute events of default by Lessee:

(i) Abandonment ("Abandonment" shall be defined as Lessee's failure to maintain the Property as required by SECTION 12) of the Property and Lessee's continued Abandonment for a period in excess of thirty (30) days following written notice thereof given to Lessee by Lessor, except for causes of force majeure, as defined in SECTION 30;

(ii) Any assignment, transfer, or sublease that is not otherwise permitted herein or that has not been approved in advance by Lessor;

(iii) The appointment of a trustee or receiver to take possession of substantially all of Lessee's assets located on at the Property or the attachment, execution or other judicial seizure of substantially all of Lessee's assets located on the Property or interest in this Lease, or when Lessee becomes a "debtor" as defined in any bankruptcy laws and any such attachment, levy, seizure or bankruptcy action is not released or dismissed within thirty (30) days.; or

(iv) Engaging in or allowing illegal activities to be conducted on the Property.

(b) ~~(a)~~ Failure to pay rent as provided for herein or failure to perform any term, covenant, or condition of this Lease, other than those set forth in subparagraph (a)

above, shall not constitute default unless such breach is not cured within the time period set forth below.

(c) ~~(b)~~ Lessor shall give written notice to Lessee of any default and, if Lessee does not cure any rent default within ten (10) days or other default within ~~sixty~~~~thirty~~ ~~(60~~~~30~~sixty (60) days, after the giving of such notice (or, if such default is of such a nature that it cannot be completely cured within such ~~sixty~~~~thirty (60~~~~30~~sixty (60) days), if Lessee does not commence such curing within ~~sixty~~~~thirty (60~~~~30~~sixty (60) days and thereafter proceed with reasonable diligence and in good faith to cure such defaults, then Lessor may terminate this Lease on not less than three (3) days' written notice to Lessee, and on the date specified in said notice the term of this Lease shall terminate, and Lessee shall then quit and surrender the Property to Lessor, but Lessee shall remain liable as hereinafter provided. If this Lease shall have been so terminated by Lessor, Lessor may at any time thereafter resume possession of the Property by any lawful means and remove Lessee or other occupants and their effects.

(d) ~~(c)~~ The rights and remedies in this Lease are not exclusive and the parties, in the event of a breach hereof or a dispute, are entitled to pursue any of the remedies provided herein, by law, or by equity.

(e) ~~(d)~~ No course of dealing between the parties or any delay on the part of a party to exercise any right it may have under this Lease shall operate as a waiver of any of the rights hereunder, or by law or equity provided, nor shall any waiver of any prior default operate as the waiver of any subsequent default, and no express

waiver shall affect any term or condition other than the ones specified in such waiver and that one only for the time and manner specifically stated.

SECTION 20. Condemnation of Property. In the event that any government, public body, or other condemning authority shall take, or if Lessor shall transfer in lieu of such taking, all or such part of the Property thereby making it physically or financially infeasible for the Property to be used in the manner intended by this Lease, Lessee shall have the right to terminate this Lease effective as of the date of the taking by the condemning party and the rental shall be prorated appropriately. However, if only a portion of the Property is taken, and Lessee does not elect to terminate this Lease under this Section, then rental payments provided under this Lease abate proportionately as to the portion taken which is not then usable by Lessee. Lessor shall make all necessary repairs and alterations to restore the portion of the Property remaining to as near its former condition as circumstances will permit (at a cost not to exceed Lessor's proceeds from said condemnation or transfer), and this Lease shall continue.

SECTION 21. Assignment or Sublease. Lessee may, ~~(i) without Lessor's consent, assign this Lease to (a) any subsidiary or parent of Lessee, (b) any subsidiary of Lessee's parent, (c) any entity controlled by or under common control with Lessee, or (d) any entity acquiring substantially all of Lessee's assets within the State of Tennessee; and (ii)~~ with Lessor's written consent, which shall not be reasonably withheld~~, conditioned or delayed~~ assign this Lease to any person or entity that, after first receiving any required FCC or state regulatory agency approvals, assumes all obligations of Lessee under this Lease~~; provided, however, it shall be reasonable for Lessor to withhold such consent if the proposed assignee, in Lessor's sole judgment, does not have the financial resources or the expertise necessary to ensure performance of Lessee's obligations hereunder~~ provided, however, it shall be reasonable for Lessor to withhold such

consent if the proposed assignee, in Lessor's sole judgment, does not have the financial resources or the expertise necessary to ensure performance of Lessee's obligation hereunder. Upon such assignment, Lessee shall be relieved of all liabilities and obligations hereunder and Lessor shall look solely to the assignee for performance under this Lease and all obligations hereunder. ~~With respect to any sublease or license entered into after October 1, 2015.~~ Lessee may sublease this Lease only upon prior written notice and approval from Lessor, ~~not to be unreasonably withheld, conditioned or delayed~~ and only if such sublease is subject to the provisions of this Lease. Any sublessee of this Lease shall be bound by terms of this Lease. No language in this Section will release Lessee from its obligations pursuant to this Lease for the term remaining at the time of any assignment or subletting consented to by Lessor.

SECTION 22. Permits. Lessor acknowledges that following the execution of this Lease, Lessee will contact the appropriate local governmental agencies for the purpose of obtaining all building permits and approvals, zoning changes and/or approvals, variances, use permits, and other governmental permits and approvals (collectively "Permits") necessary for the construction of any Additional Improvements, operation, and maintenance of the Communications Center. Lessor agrees to execute and deliver any applications, maps, certificates, or other documents and to provide such other information that may be required in connection with Lessee's obtaining the Permits.

SECTION 23. Compliance with Laws. Lessor and Lessee agree to comply with all local, state, and federal laws, rules, regulations, and ordinances required by them to be performed as Lessor or Lessee hereunder as the case may be.

SECTION 24. Discrimination. Lessee covenants to comply with all federal, county, and city laws and ordinances in regard to discrimination due to handicap, age, race, color, religion, sex, national origin, or any other classification protected by said laws.

SECTION 25. Utility Services and Water Quality Fees. Any applications and connections for necessary utility services on the Property shall be made in the name of Lessee only. Lessee shall be solely liable for utility charges as they become due, including, but not limited to, those for water, gas, electricity, telephone, and water quality fees. It shall be a breach of this Lease to fail to keep such payments current.

SECTION 26. Possession. If this Lease should at any time become void or forfeited, no demand shall be necessary to a recovery of possession of the Property, and the Lessor shall be entitled to immediate possession (subject to Lessee's rights and obligations pursuant to SECTION 11 hereof).

SECTION 27. Right to Enter. The Lessor shall have the right to enter into and upon said Property or any part thereof, at all reasonable hours and not less than twenty-four (24) hours notice, for the purpose of examining the same; provided, however, in no event shall Lessor be permitted to climb the tower.

SECTION 28. No Waiver. Any waiver by the parties of any default or breach of any one or more of the terms, conditions, or covenants of this Lease shall be in writing and shall not be construed to be a waiver of any subsequent or other breach or default of the same or of any other term, covenant, or condition of this Lease. No delay, failure, or omission of Lessor to re-enter the Property, to insist on strict enforcement of any term, covenant, or condition, or to exercise any right, privilege or other option arising from any breach or default shall impair any such right, privilege or option or be construed as a waiver of or acquiescence in such breach of default.

SECTION 29. Time is of the Essence. Time shall be of the essence with respect to the performance of Lessee's obligations hereunder.

SECTION 30. *Force Majeure*. In the event that either party shall be delayed, hindered in, or prevented from the performance of any act required by this Lease, other than payment of rent and all other sums due hereunder, by reason of acts of God, strikes, lock-outs, labor problems, inability to procure materials, failure of power, restrictive governmental laws or regulation, riots, insurrection, war, terrorist acts, or other reasons of a like nature beyond the control of the party delayed in performance as required under the term so of this Lease, then performance of any such act shall be excused, without liability, for the period of such delay.

SECTION 31. Costs of Enforcing this Lease. If either party shall bring any suit or other action or proceeding to enforce the provisions of this Lease to be kept or performed by the other, the non-prevailing party shall pay all the costs and expenses incurred by the prevailing party in connection therewith, including, without limitation, reasonable attorneys' fees. The provisions of this Section shall survive the expiration or sooner termination of this Lease.

SECTION 32. Notices. All notices and other communications given hereunder by the parties shall be in writing and shall be delivered personally or by mail, postage prepaid, and the date of any notice by certified mail shall be deemed the date or certification thereof delivered by or addressed to the parties as follows:

Lessor: City of Chattanooga, Tennessee
ATTN: General Services Division
100 East 11th Street, Suite 101
City Hall Annex
Chattanooga, TN 37402

With a copy to: City Attorney
100 E. 11th Street, Suite 200
City Hall Annex
Chattanooga, TN 37402

Lessee: Crown Castle GT Company LLC
E. Blake Hawk, General Counsel
Attn: Legal Department
2000 Corporate Drive
Canonsburg, PA 15317

SECTION 33. Miscellaneous Provisions.

33.1 Applicable Law. This Lease shall be construed and interpreted pursuant to the laws of the State of Tennessee. Should there be any provision thereof to be invalid, illegal, or unenforceable by a court of competent jurisdiction, the legality, validity, and enforcement of the remaining provisions shall not be affected, but shall continue in full force and effect. Any disputes between the parties and/or default by Lessee may only be submitted to a court of competent jurisdiction in Hamilton County, Tennessee, and the prevailing party shall be entitled to recover all out-of-pocket costs, expenses, and reasonable legal fees in defending such legal action.

33.2 Entire Agreement. This Lease represents and constitutes the entire understanding between the parties and supersedes all other agreements and communications between the parties, whether oral or written, concerning the subject matter herein. Any amendment to this Lease must be in writing and adopted by lawful resolution of the respective parties to be bound thereby.

33.3 Binding Effect. The terms and conditions of this Lease shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

33.4 Headings. Section headings are for convenience of reference only and shall not limit or otherwise affect the meanings of this Lease.

IN WITNESS WHEREOF, the parties have executed this Lease effective as of the last date of execution set forth below, at Chattanooga, Hamilton County, Tennessee.

LESSOR: CITY OF CHATTANOOGA, TENNESSEE

BY: _____
Dan L. Thornton, *Director of General Services*

DATE: _____

LESSEE: CROWN CASTLE GT COMPANY LLC

BY: _____
_____, _____
Name Title

DATE: _____

EXHIBIT A

A leasehold interest in the following described property:

Tract One (1):

Situated in the 1st Civil District of Hamilton County, Tennessee and being more particularly described as follows:

BEGINNING at a point at the southwest corner of the Lease Area Boundary, said point being located North 13 degrees 58 minutes 00 seconds East - 40.12 feet from the existing iron rod on the line common with the Osborne and City of Chattanooga property;

Thence, North 18 degrees 29 minutes 35 seconds West - 114.22 feet to an iron rod;

Thence, North 71 degrees 30 minutes 25 seconds East - 75.00 feet to an iron rod;

Thence, South 18 degrees 29 minutes 35 seconds East - 117.55 feet to a point located on the northerly side of a proposed 15 foot ingress/egress easement;

Thence, continuing with said proposed easement South 72 degrees 13 minutes 16 seconds West - 32.59 feet to a point;

Thence, South 75 degrees 27 minutes 38 seconds West - 42.51 feet to the point of BEGINNING.

Containing 0.2000 acres or 8730 sq. ft. more or less.

Being apart of that property conveyed by deed recorded in Book 2514, Page 310, in the Register's Office, Hamilton County, Tennessee.

The foregoing description was taken from survey drawing No. 9517422S, dated July 25, 1995, made by Tysinger, Hampton & Partners, 3428 Bristol Highway, Johnson City, Tennessee 37605.

Trace Two (2): A non-exclusive perpetual easement for ingress and egress, and for the installation and maintenance of utilities to run with the land, such easement extending from Miller Road and Brainerd Road, along the entire length of Eastgate Road, and extending along Cornelison Road to a gate along Cornelison Road, and extending from said gate the additional courses and distances as follows:

From the gate along Cornelison the easement shall continue to extend across property owned by East Ridge Development Company as follows:

BEGINNING at a point on the centerline of the proposed ingress/egress easement, said point being located North 15 degrees 47 minutes 24 seconds West - 22.13 feet from an

existing iron rod, said iron rod being a southwesterly corner to the East Ridge Development Company:

Thence, continuing with the proposed centerline of the ingress/egress easement North 81 degrees 52 minutes 48 seconds East - 21.37 feet;

Thence, North 75 degrees 52 minutes 45 seconds East - 52.31 feet;

Thence, North 73 degrees 07 minutes 49 seconds East - 238.22 feet;

Thence, North 73 degrees 13 minutes 39 seconds East - 180.30 feet;

Thence, North 72 degrees 02 minutes 12 seconds East - 62.38 feet to a point in the existing west line of the Osborne Enterprises property - said point being North 10 degrees 37 minutes 32 seconds West - 22.68 feet from an existing iron rod in the northern right-of-way of Interstate 75.

Said easement herein described being 7.5 feet each side of the described centerline.

The casement shall continue to extend across property owned by Osborne Enterprises, Inc. the following courses and distances:

BEGINNING at a point on the centerline of the proposed ingress/egress easement, said point being located in the existing west property line of the Osborne Enterprises property. Said point being located North 10 degrees 37 minutes 32 seconds West - 22.68 feet from an existing iron rod in the northern right-of-way of Interstate 75;

Thence, with the centerline of said easement North 72 degrees 02 minutes 12 seconds East - 236.25 feet;

Thence, North 74 degrees 15 minutes 47 seconds East - 114.74 feet;

Thence, North 72 degrees 09 minutes 21 seconds East - 50.46 feet;

Thence, North 69 degrees 39 minutes 30 seconds East - 54.14 feet;

Thence, North 65 degrees 37 minutes 52 seconds East - 100.54 feet;

Thence, North 68 degrees 23 minutes 03 seconds East - 53.48 feet to a point in the existing west property line of the City of Chattanooga property.

Said easement herein described being 7.5 feet each said of the described centerline.

The path of the above referenced easement as it extends from the above referenced gate along Cornelison Road, to the property owned by Grantee is shown more particularly on a drawing titled Ingress/Egress Easement, City of Chattanooga, Osborne Business Park,

Chattanooga, TN., Drawing #9517422S prepared by Jimmy E. Horton, Registered Land Surveyor, Tennessee No. 1550, dated July 25, 1995.

For prior title, see Deeds recorded in Deed Book 1989, Page 84 and in Deed Book 1823, Page 368 in the Register's Office of Hamilton County.

The easement shall continue across property of the City of Chattanooga to the southern boundary of Tract One (1) above, the centerline of the easement being described as follows: Beginning at a point on the centerline of the easement, said point being in the western boundary of City of Chattanooga property; thence North 68 degrees 23 minutes 03 seconds East 4.81 feet to a point; thence North 75 degrees 27 minutes 38 seconds East 55.24 feet to a point; thence North 72 degrees 13 minutes 16 seconds East 32.81 feet to a point on the projected Easterly boundary line of Tract One (1) above.

The portions of the above described fifteen (15) foot easement which cross the East Ridge Development Company and Osborn Enterprises, Inc. property were conveyed to the City of Chattanooga by instrument recorded in Book _____, Page _____, in the Register's Office of Hamilton County, Tennessee.

The description of the portion of the easement crossing the City of Chattanooga property was taken from survey drawing 95174225, Page 2 of 3, dated July 25, 1995, made by Tysinger, Hampton & Partners, 3428 Bristol Highway, Johnson City, Tennessee 37605.

See deed recorded in Book 2514, Page 310, said Register's Office.

TRACT THREE (3): A non-exclusive perpetual easement for the installation and maintenance of utilities over the following described property. The easement conveyed has a width of twenty (20) feet and the centerline is described as follows:

Situated in the 1st Civil District of Hamilton County, Tennessee and being more particularly described as follows.

BEGINNING at a point located on the southern line of the Lease Area Boundary, said point also being located North 75 degrees 27 minutes 38 seconds East - 13.03 feet from an iron rod located on the southwest corner of Contel Lease Boundary and said point being the beginning of a 20' wide centerline utility easement;

Thence, South 18 degrees 29 minutes 35 seconds East - 45.68 feet to a proposed utility pole and falling 10 feet south of said pole.

Containing °.02 acres or 914. sq. ft. more of less.

The foregoing description was taken from survey drawing no. 9517422S, Page 2 of 3, dated April 27, 1995, last revised on July 25, 1995, made by Tysinger, Hampton & Partners, 3428 Bristol Highway, Johnson City, Tennessee 37605.

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