

LEASE AGREEMENT (EXISTING TOWER)

THIS LEASE AGREEMENT (the "Agreement"), made this _____ day of _____, 2012 (the "Effective Date"), between Rutherford County, Tennessee (the "LESSOR") and the State of Tennessee (the "LESSEE").

NOW THEREFORE, in consideration of the mutual covenants and conditions contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **LEASE OF PROPERTY.** LESSOR is the owner of certain real property located at Lynch Hill, Tennessee, Rutherford County, State of Tennessee (the "Property"). A communications facility consisting of such buildings as are necessary to house telecommunications equipment and a free standing monopole, guyed or three sided (self supporting) antenna structure to meet telecommunication needs and all necessary appurtenances (collectively, the "Communications Facility") is located on the Property. The Property is more particularly described on Exhibit "A" attached hereto and made a part hereof. The location of the Communications Facility is depicted on Exhibit "A-1". LESSOR hereby leases to LESSEE such space as is necessary for the Intended Use (as hereinafter defined) on the Communications Facility and the Property to LESSEE under the terms and conditions set forth in this Agreement. Additionally, LESSOR hereby grants LESSEE (i) a non-exclusive right-of-way easement for ingress and egress over and across the Property, and (ii) a non-exclusive easement for utilities (collectively, the "Easements") on a seven (7) days per week, twenty-four (24) hours per day basis, over and across the Property in order to access the Communications Facility during the term of this Agreement.

2. **TERM.** This Agreement shall be for an initial term of Ten (10) years beginning on the Effective Date. All references herein to the "term of this Agreement" shall include the term as it is extended as provided in this Agreement. Because of the mutual benefits that will accrue as a result of this Agreement, LESSEE shall not be obligated to pay monetary rent to LESSOR. If, at least six (6) months prior to the end of the term, either LESSOR or LESSEE has not given the other written notice of its desire that the term of this Agreement end upon the expiration of the initial or extended term, then upon the expiration of the initial or extended term this Agreement shall continue in full 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. This Agreement will be renewed for subsequent ten (10) year periods upon mutual consent of both LESSOR and LESSEE.

3. **USE.** LESSEE may use the Communications Facility and the Property for the purpose of installing, maintaining and operating one (1) or more antennas, microwaves, or other appurtenances and equipment in an existing building for the storage of LESSEE's telecommunications equipment and a generator to power such equipment (collectively, the "Equipment") necessary or incidental thereto to meet LESSEE's telecommunication needs (the "Intended Use"). LESSEE shall be allowed to modify, supplement, replace, remove, or relocate any of the Equipment during the term of this Agreement and any extensions thereof. All improvements, modifications, supplements, replacements, removals, or relocation which are necessary for LESSEE's use shall be made at LESSEE's expense. LESSOR grants LESSEE the right to use such portions of the Property as are reasonably required during construction, installation, maintenance, and operation of the Equipment. LESSEE shall maintain the Equipment in a reasonable condition and shall be solely responsible for the repair and maintenance of all

of the Equipment, excluding repair and maintenance due to the willful misconduct or negligence of the LESSOR, its employees, agents or contractors.

4. **MAINTENANCE OF THE COMMUNICATIONS FACILITY.** LESSOR shall, at its sole cost and expense, maintain the Communications Facility in a good and safe condition and in the condition necessary to enable LESSEE to use the Communications Facility for the Intended Use, excluding repair and maintenance due to the willful misconduct or negligence of the LESSEE, its employees, agents or contractors; provided, however, that for major repairs to and replacements of portions of the Communications Facility, LESSOR may require monetary contributions from all users of the Communications Facility.

5. **CHANGES IN PROPERTY.** If LESSOR decides to subdivide, sell, change the use of the Property, or change the status of the zoning of the Property, LESSOR shall immediately notify LESSEE in writing. Any sale of the Property shall be subject to LESSEE's rights under this Agreement. LESSOR agrees that LESSOR shall not initiate or consent to any change in the use or zoning of the Property or impose or consent to any other restriction that would prevent or limit LESSEE from using the Property for the uses intended by LESSEE.

6. **UTILITY SERVICES.** LESSOR shall provide at its sole cost and expense all utility services necessary to operate the Communications Facility and the Equipment, except for telephone services used by LESSEE.

7. Intentionally deleted.

8. **SALE OF PROPERTY.** Should LESSOR, at any time during the initial or any extended term of this Agreement, decide to sell the Property, or the Communications Facility such sale shall be subject to this section and LESSEE's rights hereunder. LESSOR agrees not to sell, lease or use any areas of the Property, including the Communications Facility, for the installation, operation or maintenance of other wireless communications facilities if, such installation, operation or maintenance would interfere with the Equipment; the existence or the potential for interference shall be determined by performing radio propagation tests. LESSOR hereby agrees to have radio frequency propagation tests performed in order to determine if interference might exist if LESSOR intends to sell, lease or use any areas of LESSOR's Surrounding Property for the installation, operation or maintenance of other wireless communications facilities. If the radio frequency propagation tests demonstrate levels of interference unacceptable to LESSEE, LESSOR shall be prohibited from selling, leasing or using any areas of the Property.

9. Intentionally deleted.

10. **TITLE.** LESSOR warrants that LESSOR is seized of good and marketable title to the Property and the Communications Facility and has the full power and authority to enter into and execute this Agreement. LESSOR further warrants that there are no encumbrances on the title to the Property that would prevent LESSEE from using the Property for the Intended Use.

11. **SURVEYS.** LESSOR also hereby grants to LESSEE the right to survey the Property and LESSOR's Surrounding Property, and the legal description of the Property on the survey obtained by LESSEE shall then become Exhibit "B", which shall be attached hereto and made a part hereof, and shall control in the event of discrepancies between it and Exhibit "A". If as a result of any tests or investigations conducted by LESSEE, or if required in connection with obtaining any necessary zoning approvals or other certificates, permits, licenses, or approvals, LESSEE desires to alter or modify the description of the Property in Exhibit "A" (and Exhibit "B" if then applicable) so as to relocate all or

any portion of the Property to other portions of LESSOR's Surrounding Property (a "Relocation Site"), LESSEE shall notify LESSOR of such desire and deliver to LESSOR a copy of the survey and legal description of the portions of the Property and LESSOR's Surrounding Property that LESSEE proposes as a Relocation Site. LESSOR shall have the right to approve any Relocation Site, and LESSOR agrees not to unreasonably withhold its approval, such approval to be based on commercially reasonable standards. LESSOR agrees to review and consider LESSEE's relocation request and any proposed Relocation Site in good faith and to cooperate with LESSEE to attempt, if reasonably possible, to approve the LESSEE's proposed Relocation Site or such other Relocation Site as may be agreed upon by LESSOR and LESSEE as will allow LESSEE to use the same for the use intended by LESSEE for the Property as hereinafter set forth in this Agreement. If LESSOR approves a Relocation Site, then LESSEE shall have the right to substitute the Relocation Site for the Property and to substitute the description of the approved Relocation Site for the description of the Property in Exhibit "A" (and Exhibit "B" if then applicable), and the Property shall thereafter consist of the Relocation Site so approved and substituted. If requested by LESSEE, LESSOR shall execute an amendment to this Agreement to evidence the substitution of the Relocation Site for the Property.

12. **HAZARDOUS MATERIALS.** LESSOR warrants, represents and agrees that neither the LESSOR nor, to the best of LESSOR's knowledge, any third party has used, generated, stored, or disposed of any Hazardous Materials on the Property. ("Hazardous Materials" shall mean petroleum or any petroleum product, asbestos, and any other substance, chemical or waste that is identified as hazardous, toxic, or dangerous in any applicable federal, state, or local law, rule, or regulation.) In the event that Hazardous Materials are found in, on, or under the Property, which occurred prior to the date of this Agreement, LESSOR shall assume the liability and costs for any clean up resulting therefrom. LESSOR shall be responsible for any and all damages, losses, expenses, and will indemnify LESSEE against and from any discovery by any persons of such hazardous materials or wastes, generated, stored or disposed of as a result of LESSOR's equipment, uses of the Property or any of LESSOR's Surrounding Property

13. **OPPORTUNITY TO CURE.** If LESSEE should fail to perform any other of the covenants, terms or conditions of this Agreement prior to exercising any rights or remedies against LESSEE on account thereof, LESSOR shall first provide LESSEE with written notice of the failure and provide LESSEE with a sixty (60) day period to cure such failure. If the failure is not a failure to pay any sum of money hereunder but is not capable of being cured within a sixty (60) day period, LESSEE shall be afforded a reasonable period of time to cure the failure provided that LESSEE promptly commences curing the failure after the notice and prosecutes the cure to completion with due diligence. If LESSOR should fail to perform any other of the covenants, terms or conditions of this Agreement prior to exercising any rights or remedies against LESSOR on account thereof, LESSEE shall first provide LESSOR with written notice and sixty (60) day cure period. If the failure is not capable of being cured within a sixty (60) day period, LESSOR shall be afforded a reasonable period of time to cure the failure provided that LESSOR promptly commences curing the failure after the notice and prosecutes the cure to completion with due diligence.

14. **NOTICES.** Except as otherwise provided herein, any notices or demands which are required by law or under the terms of this Agreement shall be given or made by LESSOR or LESSEE in writing and shall be given by hand delivery, by certified or registered mail, or by a national overnight receipted delivery services which provides signed acknowledgments of receipt (including Federal Express, UPS, and other similar couriers delivery services) and addressed to the respective parties set forth below. Such notices shall be deemed to have been given in the case of certified or registered mail when deposited in the United States mail with postage prepaid, and in the case of overnight receipted delivery service the day the notice is deposited with the overnight delivery service. Every notice, demand, or request hereunder shall be sent to the addresses listed below:

If to LESSOR: Director
Rutherford County EMA
1120 College Street
Murfreesboro, TN 37129

If to LESSEE: Communications Director
State of Tennessee
Department of Safety
1150 Foster Avenue
Nashville, TN 37243

with a copy to: State of Tennessee
Department of General Services
312 Rosa L Parks Avenue, 24th Floor
Nashville, TN 37243

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.

15. **CASUALTY.** If the Communications Facility or improvements are damaged or destroyed by fire or other casualty, either LESSOR or LESSEE may terminate this Agreement by giving written notice to the other party. Termination shall be effective immediately after such notice is given. Upon such termination, this Agreement shall become null and void, and, LESSOR and LESSEE shall have no other further obligations to each other, other than LESSEE's obligation to remove the Equipment as hereinafter provided.

16. **TERMINATION.**

(a) Notwithstanding any other termination rights available under this Agreement, either party, at its sole and absolute discretion, shall have the right to terminate this Agreement within thirty (30) days prior written notice to the other party. LESSEE shall execute upon the request of the LESSOR a written cancellation of this Agreement upon the LESSEE vacating the Property or upon termination of this Agreement, in recordable form and LESSEE shall have no other further obligations, other than LESSEE's obligation to remove the Equipment as hereinafter provided.

(b) In addition to and not in limitation of any other provisions of this Agreement, LESSEE shall have the right, exercisable by at least ten (10) days prior written notice thereof to LESSOR, to terminate this Agreement if LESSOR shall violate or breach, or shall fail fully and completely to observe, keep, satisfy, perform and comply with, any agreement, term, representation, warranty, covenant, and shall not cure such violation, breach or failure within sixty (60) days after LESSEE gives LESSOR written notice thereof, or if such failure shall be incapable of cure within sixty (60) days, if LESSOR shall not commence to cure such failure within such sixty (60) day period and continuously prosecute the performance of the same to completion with due diligence.

17. **REMOVAL OF EQUIPMENT.** Title to the Equipment shall remain in LESSEE, and the Equipment shall at all times be and remain the property of LESSEE, regardless of whether the Equipment is attached or affixed to the Property. Furthermore the Equipment shall be removable at the expiration or earlier termination of this Agreement or any renewal or extension thereof.

18. **MISCELLANEOUS.** This Agreement cannot be modified except by a written modification executed by LESSOR and LESSEE 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 LESSEE, and no verbal or oral agreements, promises, statements, assertions or representations by LESSOR or LESSEE or any employees, agents, contractors, or other representatives of either, shall be binding upon LESSOR or LESSEE. This Agreement shall be governed and interpreted by, and construed in accordance with, the laws of the State of Tennessee. LESSOR acknowledges that LESSEE is a self-insurer with respect to all or a substantial portion of the risks commonly insured against under standard fire and extended coverage and commercial general liability insurance policies. This Agreement shall extend to and bind the heirs, personal representatives, successors, and assigns of LESSOR and LESSEE and shall constitute covenants running with the land. This Agreement may be executed in several counterparts, each of which shall constitute an original and all of which shall constitute the same agreement.

19. **QUIET ENJOYMENT.** LESSOR covenants that LESSEE, on performing the covenants, terms, and conditions required of LESSEE contained herein, shall peaceably and quietly have, hold, and enjoy the Property and the leasehold estate granted to LESSEE by virtue of this Agreement.

20. **SECURITY INTEREST.** It is the express intent of the parties to this Agreement that LESSOR has no security interest whatsoever in the Equipment whatsoever, and, to the extent that any applicable statute, code, or law grants LESSOR such an interest, LESSOR does hereby expressly waive any rights thereto.

21. Intentionally deleted.

22. **ABANDONMENT:** LESSOR and LESSEE agree that neither the Communications Facility, nor the equipment shall be abandoned without at least thirty (30) days written notice to the non abandoning party. LESSOR and LESSEE, as applicable, shall have the opportunity to acquire any personal property or fixtures located on the Property that the other party intends to abandon.

23. **ANNUAL MEETINGS:** LESSOR and LESSEE shall meet annually, and at other times as necessary, to discuss the status of the actions that each is undertaking and to review and modify this Agreement, or to develop, review or modify any other agreements between LESSOR and LESSEE. Joint meetings of both LESSOR and LESSEE may be held as deemed appropriate.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the parties hereto have set their hands and affixed their respective seals.

LESSOR: Rutherford County, Tennessee

By: _____
Name: Ernest Burgess
Title: Mayor

LESSEE: State of Tennessee

By: _____
Name: Steven G. Cates
Title: Commissioner, Department of General Services

STATE OF TENNESSEE
COUNTY OF _____

Before me, _____, Notary Public in and for the County and State aforesaid, personally appeared ERNEST BURGESS, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who upon oath acknowledged himself to be Mayor of Rutherford County, Tennessee, the within named lessor, and that he as such representative, executed the foregoing instrument for the purposes therein contained and signed the name of Rutherford County, Tennessee, by himself as Mayor.

Witness my hand and seal, at office in _____, Tennessee, this the ____ day of _____, 2012.

NOTARY PUBLIC
My Commission
Expires: _____

[seal]

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Before me, _____, Notary Public in and for the County and State aforesaid, personally appeared STEVEN G. CATES, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who upon oath acknowledged himself to be Commissioner, Department of General Services for the State of Tennessee, the within named lessee, and that he as such representative, executed the foregoing instrument for the purposes therein contained and signed the name of the State of Tennessee, by himself as Commissioner, Department of General Services

Witness my hand and seal, at office in Nashville, Tennessee, this the ____ day of _____, 2012.

NOTARY PUBLIC
My Commission
Expires: _____

[seal]

Approved as to form and legality:

By: _____
Name: Robert E. Cooper, Jr.
Title: Attorney General

EXHIBIT "A"

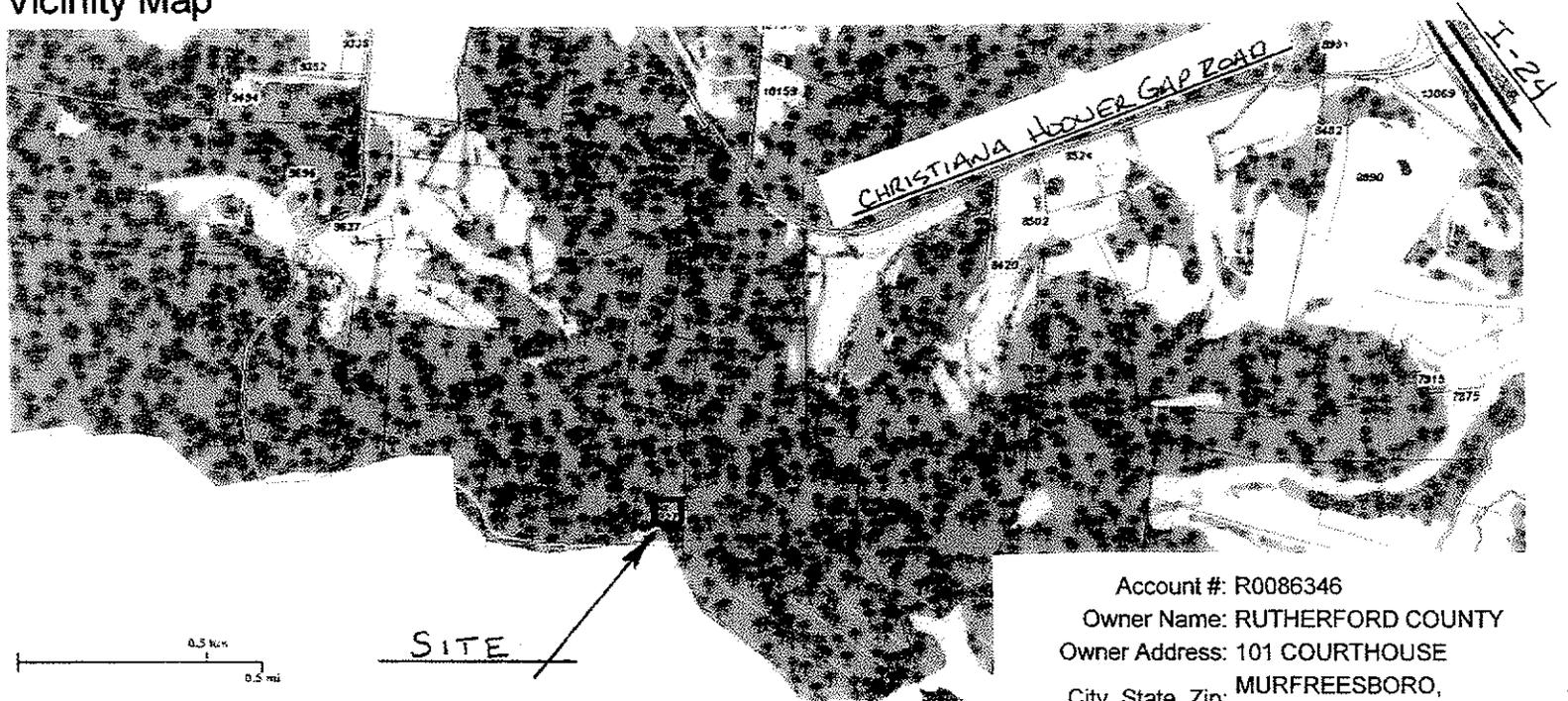
DESCRIPTION OF THE PROPERTY

Situated in Rutherford County, Tennessee, being that property conveyed to Rutherford County by deed recorded in Book 462, page 804 in the Register's Office for Rutherford County, Tennessee.

See also attached

Lynch Hill

Vicinity Map



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EXHIBIT A

Account #: R0086346
Owner Name: RUTHERFORD COUNTY
Owner Address: 101 COURTHOUSE
City, State, Zip: MURFREESBORO,
TN37130
Property Address: LYNCH HILL RD
Jurisdiction: 000
Parcel #: 187 00104
Plat Book:
Plat Page:
Subdivision: NODATA
Lot #:
Dimensions: 20 R O W 200 X 200
Land Flag:

Account #: R0086346	Class: County
Owner Name: RUTHERFORD COUNTY	Land Mkt Value: \$96,800
Owner Address: 101 COURTHOUSE	Improvement Value: \$0
City, State, Zip: MURFREESBORO, TN37130	Total Market Appraisal: \$96,800
Property Address: LYNCH HILL RD	Assessment %: 0
Jurisdiction: 000	Assessment: \$0
Parcel #: 187 00104	Greenbelt Value: 0
Plat Book:	Water: None
Plat Page:	Electric: Public
Subdivision: NODATA	Gas Type: None
Lot #:	Sewer: None
Dimensions: 20 R O W 200 X 200	Zoning:
Land Flag:	Calc Acres: 0.00
	Deed Acres: 0.00

Building Information

Add Ons

Sale Information

Non-Sale Document Information

BOOK	PAGE	SALEDT	GRANTOR	GRANTEE
297	514	11/25/1980 12:00:00 AM		AMERICAN TELEPHONE & TELEGRAPH CO
462	811	12/10/2004 12:00:00 AM	AMERICAN TELEPHONE & TELEGRAPH CO	RUTHERFORD COUNTY
462	804	12/10/2004 12:00:00 AM	QC	QC

EXHIBIT "A-1"
COMMUNICATIONS FACILITY

See attached

LYNCH HILL



EXHIBIT A-1

EXISTING COMMUNICATIONS FACILITY