

Issue Analysis Form



Date: June 1, 2018

Item: Authorization to hold a Public Hearing for a Verizon Lease Agreement to Add Equipment at Courthouse Complex Water Tower

Lead Department: Engineering & Utilities

Contact Persons: Frank Haltom, Director

Description and Current Status

Verizon Wireless has requested to locate its equipment on the County's Courthouse water tank. The equipment will include antennas located at the top of the tank. Verizon proposes to use the space that was formerly used by Ntelos Wireless. Structural reports prepared by Dewberry Engineers Inc. have been provided by Verizon indicating the structural integrity of tower will not be compromised by the Verizon equipment. Verizon has stated that all structural components will meet the same design parameters that Ntelos had in place prior to removing their equipment. Verizon will also provide equipment on the ground to support their operations. All ground equipment will be placed inside the building abandoned by Ntelos.

Government Path

Does this require IDA action? Yes No

Does this require BZA action? Yes No

Does this require Planning Commission action? Yes No

Does this require Board of Supervisors action? Yes No

A public hearing must be held prior to executing the agreement.

Fiscal Impact Statement

There will be no fiscal impact to Prince George County other than the required public hearing notices within the Petersburg Progress-Index newspaper for notice. Verizon will be responsible for all improvements and maintenance to support their equipment at the water tower. The proposed lease agreement will create \$27,600 in annual revenue for the leased space. The term is five years with four additional 5-year options. Each 5-year renewal includes a 10% increase in annual lease costs.

Prince George County Impact

The proposed equipment will not impact operations and maintenance of the tower. Verizon documents numerous complaints from citizens regarding their coverage. The lease will allow Verizon to significantly increase their coverage in the county as well as increase their capacities thereby reducing lag times.

Board of Supervisors
County of Prince George, Virginia

Resolution

At a regular meeting of the Board of Supervisors of the County of Prince George held in the Boardroom, Third Floor, County Administration Building, 6602 Courts Drive, Prince George, Virginia this 12th day of June, 2018:

Present:

Alan R. Carmichael, Jr., Chairman
Donald R. Hunter, Vice-Chairman
Floyd M. Brown, Jr.
Marlene J. Waymack
T. J. Webb

Vote:

A-1

On motion of M. , seconded by M. , which carried unanimously, the following Resolution was adopted:

AUTHORIZATION TO HOLD A PUBLIC HEARING TO CONSIDER THE LEASING OF SPACE ON, AND NEXT TO, THE WATER TANK ON SAWMILL ROAD TO VERIZON WIRELESS.

NOW, THEREFORE, BE IT RESOLVED That the Board of Supervisors of the County of Prince George this 12th day of June, 2018, does hereby authorize a Public Hearing on July 10, 2018 to consider approving a lease agreement between Prince George County and Verizon Wireless for the leasing of space on, and next to, the Water Tower on Saw Mill Road.

A Copy Teste:

Percy C. Ashcraft
County Administrator

LEASE AGREEMENT

THIS LEASE AGREEMENT (the "Lease"), dated _____, by and between the **COUNTY OF PRINCE GEORGE**, VIRGINIA, a political subdivision of the Commonwealth of Virginia, ("LESSOR"), whose address is 6602 Courts Drive, Prince George, Virginia 23875, and **PETERSBURG CELLULAR PARTNERSHIP** d/b/a Verizon Wireless ("LESSEE"), with its principal offices at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920 (telephone number 866-862-4404).

WHEREAS LESSOR is the owner of certain real property located in the _____ District, Prince George County, Virginia designated as Tax Map 230(0A)00-041-C ("Property"); and

WHEREAS LESSEE desires to lease from LESSOR (i) certain space on LESSOR'S water tank ("Water Tank") for the purpose of placing and operating LESSEE'S communications equipment, and (ii) ground space for the placement of an equipment shelter, emergency generator, communications equipment and/or equipment cabinets; and

WHEREAS at a regular meeting of the Prince George County Board of Supervisors a duly advertised public hearing was conducted regarding the proposed leasing of a portion of the Property as shown on Exhibit A; and

WHEREAS following the public hearing on June 12, 2018, the Prince George County Board of Supervisors approved the terms of this Lease and authorized the County Administrator to execute the Lease.

NOW THEREFORE, for valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, the parties hereto covenant and agree as follows:

1. **LEASED PREMISES**

(a) LESSOR hereby leases to LESSEE, and LESSEE hereby leases from LESSOR, (i) certain space on the Water Tank ("Tank Space") as shown on Exhibit A for placing and operating LESSEE'S communications equipment, (ii) ground space ("Land Space") for the construction, installation, maintenance and operation of an equipment shelter/cabinets (if needed in the future), emergency generator, and/or communications equipment and (iii) the existing equipment shelter located in the Land Space, together with variable width non-exclusive easements for ingress, egress, and utilities on the Property ("Easement(s)"). The Tank Space, Land Space and Easements are more particularly described on Exhibit A and shall be collectively referred to as the "Premises". LESSEE's equipment within the Tank Space and Land Space shall be referred to as "Facilities". LESSEE shall be solely responsible for maintenance and repair of its equipment and shall maintain the Facilities as provided under this Lease.

(b) All improvements constructed on the Premises shall be at LESSEE'S sole cost and expense.

(c) No construction or modification of Tank Space shall proceed until LESSEE has

submitted detailed plans to LESSOR, and LESSOR has approved such plans within thirty (30) days of submission.

(d) LESSEE shall meet all Structural, Design, Operation and Maintenance Requirements as determined by the Prince George County Department of Engineering and Utilities and the office of the Prince George County Building Official. However, such requirements shall not (i) adversely interfere with LESSEE's [FH1] access to the Premises, (ii) conflict with any terms of this Lease; and or (iii) increase LESSEE's financial obligation under this Lease. LESSOR agrees to provide, upon request, a copy of these requirements to LESSEE.

(e) LESSEE shall have the non-exclusive right to construct, maintain and operate communications services within its Tank Space ; however, the Land Space shall be exclusive to LESSEE.

(f) LESSEE'S ability to use the Premises is contingent upon LESSEE, at its sole cost and expense, obtaining and maintaining all certificates, permits, licenses and other approvals required by any federal, state, or local authority for construction and use of the Facilities ("Approvals").

(g) LESSEE shall immediately notify LESSOR in the event that (i) any application for an Approval is denied, including all final appeals of such denial; (ii) an Approval is canceled, expires, lapses, or is otherwise terminated for any reason; or (iii) any radio frequency propagation tests are found to be unsatisfactory so that LESSEE will be unable to use the Premises for its intended purposes. In such event, LESSEE may terminate the Lease with no further obligation on either party except for LESSEE'S indemnity obligations and LESSEE'S obligation to remove the Facilities, if installed, from the Premises.

(h) Upon installation of LESSEE'S equipment, testing will be performed to ensure LESSEE'S system does not interfere with the Emergency Communications System of Prince George County and its adjoining jurisdictions. In order to perform further non-emergency testing, LESSEE shall voluntarily power down the necessary equipment during normal daylight hours to measure interference levels, provided LESSOR shall give LESSEE at least thirty (30) days prior written notice of such testing. LESSOR shall use its best efforts to minimize any disruption of LESSEE'S operations of the Facilities, and such testing shall not exceed two (2) hours in duration.

2. TERM

The term of this Lease shall be for a period of Five (5) years ("Initial Term") commencing on December 1, 2018 (the "Commencement Date"). LESSEE shall have the option to renew this Lease for four (4) additional five (5) year terms ("Renewal Terms"). This Lease shall automatically renew for each successive Renewal Term unless LESSEE notifies LESSOR in writing, at least six (6) months prior to the expiration of the then-current term.

3. RENT

(a) LESSEE shall pay a total annual rental amount of \$27,600.00 ("Rent") to be paid in advance annually on the Commencement Date and on each anniversary of it in advance, to LESSOR or to such other person, firm or place as LESSOR may, from time to time, designate in writing at least thirty (30) days in advance of any rental payment date by notice given in accordance with Paragraph 18 below. LESSOR and LESSEE acknowledge and agree that initial rental payment shall not actually be sent by LESSEE until ninety (90) days after the Commencement Date.

(b) Rent shall be increased at the beginning of each Renewal Term by ten (10%) percent.

(c) If any portion of the rental payment shall be due and unpaid for more than fifteen (15) days following LESSEE's receipt of written notice from LESSOR that such payment has not been received or was paid late, LESSEE shall pay to the LESSOR a late payment charge of five percent (5%) of the rent due or which was paid late (the "Late Rent Fee"). The Late Rent Fee shall be due within forty-five (45) days following the date of LESSEE's receipt of LESSOR's notice, which shall include an invoice setting forth the amount of the Late Rent Fee due.

(d) If, after the initial installation of the Facilities, LESSEE, with the prior written approval of LESSOR, modifies the Tank Space by adding additional equipment to the Water Tank, LESSOR reserves the right, in its sole discretion, to increase the Rent because of such additional Facilities. Any such increases in the rent shall escalate in accordance with Paragraph 3(b).

(e) Taxes. Beginning on the Commencement Date of this Lease, LESSEE shall be responsible for the payment when due of any property tax directly related to LESSEE'S ownership or operation of the Facilities, and such payments shall be made directly to the appropriate taxing authorities.

4. REMOVAL/RELOCATION OF FACILITIES

(a) LESSOR shall have the right to require LESSEE to remove or change the location of LESSEE'S Tank Space to accommodate the communications equipment of LESSOR. LESSEE shall relocate its Tank Space within one hundred eighty (180) days of receipt of written notice by LESSOR, or it shall remove the Facilities within one hundred eighty (180) days of receipt of written notice by LESSOR as the case may be; provided, however, if the relocated space is unacceptable to LESSEE or if LESSEE is unable to obtain all necessary governmental approvals and permits for the relocation, LESSEE shall have the right to terminate this Lease immediately upon written notice to LESSOR. Notice by the LESSOR for relocation shall contain plans and specifications for the relocation space, so that LESSEE may determine if the space is acceptable. LESSOR shall not exercise this right of relocation at LESSEE'S expense more than once during the entire term of this Lease, including all renewals. Any relocation beyond this one-time right shall be at LESSOR'S cost, but otherwise subject to the same terms and conditions as provided in this Agreement. Upon termination as provided in this Agreement, the parties to this Lease shall be released from all duties, obligations, liabilities and responsibilities except for any indemnity obligations, including among those indemnity obligations without limitation, environmental indemnity and tax obligations, and LESSEE'S obligation to remove the Facilities from the Premises.

(b) In the event that LESSOR may require maintenance or painting work to be performed on LESSOR'S Water Tank which requires the temporary relocation of LESSEE'S Tank Space (the "Relocation"), LESSEE hereby agrees to the Relocation, provided LESSOR provides LESSEE with one hundred eighty (180) days prior written notice of the Relocation. LESSEE shall obtain all necessary federal, state or local permits or approvals for such Relocation and shall temporarily relocate its equipment to another location on the Property mutually agreeable to both parties, provided that LESSOR shall coordinate the Relocation so as to minimize any interference with LESSEE'S operations. If the Relocation could cause LESSEE'S Facilities to become non-operational for an extended period of time, LESSEE shall have the option, subject to necessary zoning approvals, of placing a temporary communications facility (i.e. Cell-On-Wheels ("COW") or similiarsimilar) at a location on the Property mutually agreeable to both parties, so that LESSEE may operate the Facilities for the continuation of its services during any periods of maintenance or painting. All costs

and expenses associated with the Relocation shall be the sole responsibility of LESSEE.

(c) LESSOR reserves the right to upgrade or improve its communications equipment (including the installation of new equipment) (the "Upgrade"), installed upon LESSOR'S Water Tank. LESSOR shall avoid interfering with LESSEE'S operation to the extent practicable. In the event LESSEE'S equipment or operations cause interference with LESSOR'S equipment, authorized frequency spectrum and/or signal strength and such interference cannot be remedied, LESSOR reserves the same relocation right as contained in 4(a) above. In such case, LESSEE shall relocate or terminate as provided.

5. IMPROVEMENTS

All installations, modifications or relocation within LESSEE'S Tank Space shall be subject to LESSOR'S approval, which shall not be unreasonably withheld, conditioned or delayed. LESSEE shall submit to LESSOR, with each request for such approval, detailed plans and a mount analysis, prepared by an engineering firm licensed in Virginia, showing any and all such installations, modifications or relocation. If, in the sole opinion of LESSOR, an independent review of the mount analysis provided by LESSEE is required, LESSEE shall reimburse LESSOR for the cost of such review. Following installation, modification, or relocation, LESSEE shall provide to LESSOR, at LESSEE'S expense, as-built construction drawings documenting all of LESSEE'S installed Facilities on the Premises. Notwithstanding the foregoing, LESSEE shall have the right to alter or upgrade equipment within its Land Space at no cost to LESSEE, provided such alteration or upgrade does not increase the square footage of the Premises or interfere with LESSOR or any authorized users of the Property. LESSEE shall not be required to provide a structural analysis of alterations or upgrades to equipment within the Land Space, but shall be required to supply LESSOR with any plans or specifications drawn up for any such alteration or upgrade.

6. ACCESS AND UTILITIES

(a) LESSOR hereby grants to LESSEE an easement as shown on Exhibit A for the term for ingress, egress and utilities to construct, install, maintain, modify, replace, operate and service the Facilities twenty-four (24) hours a day, seven (7) days a week. LESSEE shall pay all costs and charges for utilities and services necessary to install, maintain and operate the Facilities. A separate electric meter will be installed for LESSEE'S use at LESSEE'S expense. LESSEE shall obtain and pay the cost of telephone and any other utility connections. LESSOR will cooperate with LESSEE in LESSEE'S efforts to obtain utility services to serve LESSEE'S Facilities, including signing easement agreements with utility companies to provide service to the Facilities subject to approval by the Prince George County Board of Supervisors. LESSEE shall notify LESSOR at least two (2) hours prior to accessing the Premises during normal work hours, and at least twenty-four (24) hours in advance, for access on weekends, nights and holidays. LESSEE shall have immediate access to the Premises in case of emergency and shall notify LESSOR thereafter, as soon as practicable.

(b) LESSOR shall have access to the Facilities twenty-four (24) hours a day, seven (7) days a week for reasonable routine inspections and emergency purposes provided prior written notice is given to LESSEE within seventy (72) hours of such access to ensure LESSEE can schedule a representative to be present.

Both LESSOR and LESSEE shall provide to the other the names and telephone numbers of their authorized personnel, which authorized personnel may be changed from time to time upon

notice to other party, for access and notification as provided for in this Paragraph.

7. LESSEE'S COVENANTS

LESSEE covenants during the Initial Term and any Renewal Terms that it shall:

(a) In no way damage LESSOR'S or other lessee's property, or any other structure or accessories thereto. If damage occurs due to LESSEE'S use as permitted in this Lease, then LESSEE shall be liable for repair or reimbursement of cost for said repair;

(b) Not interfere with the operation of LESSOR'S or existing lessee's authorized frequency spectrum, signal strength or equipment installed on the Water Tank as of the Commencement Date of this Lease. In the event there is interference, LESSEE shall at its sole cost and expense, immediately take all steps necessary to eliminate the interference, including, voluntarily powering down the offending equipment . If LESSEE cannot eliminate the interference within a reasonable time frame , LESSEE will remove the offending equipment, if necessary. In the event LESSOR leases space to other subsequent providers after the Commencement Date, then upon the initial installation of the facilities of such other subsequent providers, LESSEE shall not modify its Facilities in such a manner as to cause interference with the facilities as first installed of such other subsequent providers.

In the event any equipment of LESSEE causes interference with radio frequency communications for police, fire or other emergency services, whether or not such emergency communications or the related equipment exists on the date of this Lease, LESSEE shall immediately take all steps necessary to eliminate the interference or shall cease those operations causing the interference until the source of such interference is removed. If LESSEE cannot eliminate the interference within forty-eight (48) hours after receipt of written notice from LESSOR, LESSEE shall voluntarily disconnect power to the offending equipment (except for intermittent testing). If such interference is not corrected within thirty (30) days after receipt of the written notice from LESSOR, LESSEE agrees to remove the offending equipment from the Water Tank and/or the Premises or, at LESSEE's option, terminate this Lease.

(c) Not interfere with the maintenance of LESSOR'S Water Tank or other lessee's facilities;

(d) Keep the Facilities in a state of repair reasonably acceptable to LESSOR;

(e) Identify, as necessary, equipment with metal tags fastened securely to its bracket and to each transmission line;

(f) Comply with all applicable rules and regulations of the Federal Communications Commission ("FCC") and all federal, state and local laws governing use of the Premises;

(g) Comply with all applicable laws and ordinances and promptly discharge or bond off any lien for labor or material within thirty (30) days of filing;

(h) Upon either (1) the completion of the initial installation of the Facilities on the Premises; or (2) within thirty (30) days of the completion of the relocation or modification of the Facilities or installation of additional Facilities on the Premises, provide LESSOR with all applicable information required to be filed with the Environmental Protection Agency ("EPA") and state and local authorities as required by applicable law. Further, within thirty (30) days of LESSEE'S receipt of a written request from LESSOR, LESSEE will provide LESSOR with any other required documents relating to the Facilities located on the Premises which LESSOR may be required to file with the FCC, EPA or any other governmental agencies. LESSEE agrees to indemnify and hold LESSOR harmless from any liabilities resulting from any inaccuracies in such documentation delivered by

LESSEE to LESSOR or from LESSEE'S failure to provide LESSOR with such documentation in accordance with the provisions of this Section;

(i) Upon expiration of this Lease, remove all its Facilities from the Premises and restore the Premises to its condition as of the Commencement Date of this Lease, except for normal wear and tear and damage from the elements. In the event LESSEE has not removed the Facilities at the time of expiration or earlier termination of this Lease, LESSEE shall pay Rent on the existing monthly pro-rata basis until such time as the removal of the Facilities is completed. In the event LESSEE does not remove its Facilities within ninety (90) days of the time of expiration or earlier termination of this Lease, LESSOR shall have the right to remove and store the Facilities, at LESSEE'S sole expense, and LESSEE shall reimburse LESSOR for such expenses upon receipt of an invoice . If LESSOR removes the Facilities, LESSOR shall not be responsible for any damage to the Facilities during the removal and storage thereof. If the Facilities have not been removed by LESSEE from storage within sixty (60) days after notification of their removal to LESSEE, said Facilities shall belong to LESSOR and may be disposed of by LESSOR without any obligation to LESSEE.

(j) In the event of an emergency, LESSOR shall be permitted to access the Premises and shall give notice to LESSEE as soon as practicable.

8. LESSOR'S COVENANTS

LESSOR covenants that during the Initial Term or any Renewal Terms of this Lease that it will:

(a) Except as otherwise set forth in the Lease, take no unnecessary action which would adversely affect the LESSEE'S proposed use of the Premises;

(b) Upon LESSEE'S payment of Rent and performance of its covenants, ensure LESSEE'S quiet use and enjoyment [FH2]of the Premises;

(c) Include in any subsequent lease agreement provisions that prohibit any LESSEE'S installing equipment on the Water Tank after the installation of the LESSEE'S Facilities on the Water Tank ("Subsequent Lessee") from interfering with the operation of LESSEE'S equipment, authorized frequency spectrum, signal strength or Facilities. Upon notice to LESSOR of such interference, LESSOR shall have such interfering party immediately cease such interference. In the event of continuing interference by a subsequent lessee or other user, LESSEE, in addition to any other rights it may have, may terminate this Lease upon written notice to LESSOR, without penalty of further liability.

(d) Provide a minimum of one years' prior written notice of termination of this Lease to LESSEE in the event LESSOR intends to retire the Water Tank and remove it from the Property. Upon receipt of said notice, LESSEE shall comply with the provisions of subparagraph 7(i), above, regarding removal of the Facilities.

9. COMPLIANCE WITH LAWS

LESSEE shall be responsible for constructing and maintaining the Facilities in compliance with all marking and lighting requirements which may be required by the Federal Aviation Administration ("FAA"), the FCC and any other governmental entity, department or agency.

10. ASSIGNMENT OR SUBLETTING: NO LIENS

(a) LESSEE shall not assign, convey, sublet or transfer its interest in this Lease without first

obtaining LESSOR'S prior written reasonable approval. Notwithstanding the foregoing, LESSEE shall have the right to assign this Lease to an Affiliate without LESSOR'S prior approval, and shall notify LESSOR within thirty (30) days of any such Affiliate assignment. Any such assignment shall not release LESSEE from its obligations unless otherwise agreed to in writing by LESSOR. For purposes of this Lease, "Affiliate" means any entity who controls, is controlled by, or is under common control with LESSEE; any entity resulting from the merger or consolidation of LESSEE; or any person or entity which acquires substantially all of the stock or assets of LESSEE, provided such assignee assumes in full all of the obligations under this Lease.

(b) LESSEE shall keep the Property, the Premises and the Facilities free from any liens arising from any work performed, materials furnished or obligations incurred by or at the request of LESSEE. All persons either contracting with LESSEE or furnishing or rendering labor and materials to LESSEE shall be notified in writing by LESSEE that they must look only to LESSEE for payment for any labor or materials. If any lien is filed against LESSOR'S property, the Premises or the Facilities as a result of any acts or omissions of LESSEE, its employees, agents or contractors, LESSEE shall discharge it with fifteen (15) days after LESSEE learns that the lien has been filed. Notwithstanding the foregoing, LESSEE may upon notice to LESSOR, grant a security interest in LESSEE'S Facilities and may collaterally assign this Lease with regard to such Facilities, to any mortgagees or holders of a security interest in the Facilities, subject to LESSOR'S rights.

11. INSURANCE; RISK OF LOSS

(a) Insurance. Prior to installation of the Facilities and having access to the Premises, and at all times during the term of this Lease, LESSEE shall provide proof of insurance, as outlined below, satisfactory to LESSOR, and maintain the coverages specified below during the term hereof and until all Facilities are removed from the Premises following expiration or earlier termination of this Lease:

Commercial General Liability Insurance in a combined Single Limit
of \$2,000,000 each occurrence
Workers' Compensation coverage in the statutory amount,
Employers Liability in the amount of \$1,000,000 each accident/disease/policy limit,
Commercial Auto Liability for all Owned and Non-Owned Autos,
Combined Single Limit of \$1,000,000 each accident.
All Risk Insurance
for Full Replacement Value of LESSEE'S Facilities
and personal property located on Premises

(b) Additional Insured. LESSOR shall be included as additional insured as their interest may appear under this Lease excluding workers' compensation and employer's liability.

(c) Third Parties. LESSEE shall require its contractors and subcontractors to carry substantially the same insurance with substantially the same limits as of LESSEE.

(d) Risk of Loss; Limitation of Liability. Notwithstanding anything in this Agreement to the contrary, LESSEE shall bear the risk of loss of or damage to its Facilities during construction and the term of this Lease. Notwithstanding anything in this Agreement to the contrary, neither Party shall be liable to the other, or any of their respective agents, representatives, employees for any lost

revenue, lost profits, loss of technology, rights or services, punitive, indirect, special, consequential or incidental damages, loss of data or interruption or loss of use of service, even if advised of the possibility of such damages, whether under theory of contract, tort (including negligence), strict liability or otherwise. . In the event the Water Tank or other portions of the Premises are destroyed or so damaged as to be unusable, LESSEE may elect to cancel and terminate this Lease, or in the alternative, LESSOR may elect to restore the Premises, in which case the LESSEE shall be entitled to an abatement of Rent during the loss of use, if the LESSEE has not elected to cancel this Lease. In no event shall the leasehold or other interest created hereby be specifically enforceable, and in no event shall LESSOR be responsible to any party for lost profits or market share.

(e) Removal of Facilities. LESSEE'S obligation to provide the insurance coverage set forth in this Paragraph 11 shall survive the expiration or earlier termination of this Lease but only until the LESSEE'S Facilities are removed from LESSOR'S Property by LESSEE and the Property is restored to its condition as of the Commencement Date of the Lease.

12. INDEMNIFICATION

LESSEE does hereby agree to indemnify and save LESSOR harmless from any third party claims, demands, or causes of action for property damage or personal injuries resulting from or arising out of the negligence or willful misconduct of LESSEE, or its employees, contractors or agents, except to the extent such claims or damages may be due to or caused by the negligence or willful misconduct of LESSOR, or its employees, contractors or agents. This provision shall survive the expiration or earlier termination of this Lease.

13. DEFAULT

Each of the following shall be considered a default by the LESSEE:

(a) The failure to pay any Rent required within fifteen (15) days after receipt of LESSOR'S written notice of such failure.

(b) The failure to cure, within thirty (30) days after receipt of LESSOR'S written notice of the breach of any term other than the payment of rent, except for promises relating to interference as set forth in Paragraph 7(b) above, which must be cured as set forth in this Lease.

LESSOR shall be considered in default if LESSOR fails to cure any breach within thirty (30) days of written notice of such breach from LESSEE.

Upon default by LESSEE under this Lease, in addition to all other remedies provided at law or in equity, LESSOR may, at its option:

(a) Elect to remove all of the Facilities, thereby terminating this Lease, and store the Facilities at LESSEE'S expense, payable upon demand by LESSOR, but subject to the limitations of Paragraph 7(i) above; or,

(b) Elect to treat this Lease in full force and effect and shall be entitled to collect the Rent provided for .

Upon default by LESSOR under this Lease, in addition to all other remedies provided at law or in equity, LESSOR, may at its option, terminate this Lease without penalty or further liability.

14. ENTIRETY

This writing constitutes the entire agreement and understanding between LESSOR and LESSEE, and any modification hereof must, in order to be effective, be in writing, signed by

authorized representatives of each party.

15. WAIVER

(a) Failure or delay on the part of either party to exercise any right, power, privilege or remedy shall not operate as a waiver ; nor shall any single or partial exercise of any right under this Lease preclude any other or further exercise thereof or the exercise of any other right.

(b) LESSOR waives any lien rights it may have concerning Facilities which are deemed LESSEE'S personal property, and LESSEE or any holder of a secured interest in LESSEE'S personal property shall have the right to remove such personal property at any time without LESSOR'S consent.

16. BINDING EFFECT

This Lease shall inure to the benefit of and bind the parties hereto and its heirs, personal representatives, successors, permitted assigns and successors in interest.

17. GOVERNING LAW

This Lease shall be governed, interpreted, construed and regulated by the laws of the Commonwealth of Virginia. Any dispute arising under this Lease which cannot be resolved in a non-judicial proceeding must be resolved in the appropriate court in Prince George County, Virginia, and in no other forum.

18. NOTICE

All notice and payments due shall be deemed validly given if sent by certified mail, return receipt requested, or with a nationally recognized courier which provides notice of receipt, postage fully prepaid, addressed as follows, or to such other addresses as may later be given by either party in writing to the other:

LESSOR: County Administrator
Prince George County
P.O. Box 68
Prince George, Virginia 23875

LESSEE: Petersburg Cellular Partnership
d/b/a Verizon Wireless
180 Washington Valley Road
Bedminster, New Jersey 07921
Attention: Network Real Estate

19. HEADINGS

Paragraph headings in this Lease are included for the convenience of reference only and shall not constitute a part of this Lease for any other purpose.

20. MEMORANDUM OF LEASE

At the request of LESSEE, LESSOR hereby agrees to execute a Memorandum of Lease, in form satisfactory to the LESSOR'S attorney, and such Memorandum of Lease may be filed of record by the LESSEE, at LESSEE'S sole cost, including taxes or assessments incurred in connection therewith.

21. AUTHORITY

LESSEE hereby represents to LESSOR that all necessary corporate authorizations required for execution and performance of this Lease have been given and that the undersigned officer is duly authorized to execute this Lease and bind LESSEE for this it signs.

22. SEVERABILITY

If any term, covenant, condition or provision of this Lease or any application hereof shall, to any extent, be invalid or unenforceable, the remainder of this Lease shall not be affected thereby, and shall be valid and enforceable to the fullest extent permitted by law.

23. TERMINATION

In addition to any other termination rights contained in this Lease, LESSEE may terminate this Lease:

(a) Immediately upon written notice to LESSOR, in the event LESSEE is unable to obtain all necessary governmental approvals and/or permits to install the Facilities on the Premises. LESSEE shall be entitled to terminate this Lease upon immediate written notice to LESSOR, and this Lease shall terminate without penalty or further liability.

(b) Immediately upon written notice to LESSOR, if the Premises, the Water Tank or the Facilities are destroyed or damaged through no fault of LESSEE, so as in LESSEE'S reasonable judgment to substantially or adversely affect the use of the Facilities.

(c) Immediately upon written notice to LESSOR, if LESSEE determines, in its sole discretion, that any soil boring tests or mount analyses are unsatisfactory, the Premises is no longer technically or structurally compatible for its use, or the use of the Premises is obsolete or unnecessary;

(d) Immediately upon written notice to LESSOR, for any reason prior to the date LESSEE commences installation of the equipment on the Premises.

(e) with three (3) months prior written notice to LESSOR, upon the annual anniversary of the Commencement Date.

24. ENVIRONMENTAL.

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

(b) LESSOR shall hold LESSEE harmless and assume all duties, responsibility and liability

at LESSOR's sole cost and expense, for all duties, responsibilities, and liability (for payment of penalties, sanctions, forfeitures, losses, costs, or damages) and for responding to any action, notice, claim, order, summons, citation, directive, litigation, investigation or proceeding which is in any way related to: a) failure to comply with any environmental or industrial hygiene law, including without limitation any regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene concerns or conditions as may now or at any time hereafter be in effect, unless such non-compliance results from conditions caused by LESSEE; and b) any environmental or industrial hygiene conditions arising out of or in any way related to the condition of the Water Tank or Property or activities conducted thereon, unless such environmental conditions are caused by LESSEE.

The remainder of this page is left blank intentionally.

Witness the following signatures:

ATTEST:

LESSOR:
PRINCE GEORGE COUNTY

PERCEY C. ASHCRAFT
COUNTY ADMINISTRATOR

BY: _____

ALAN R. CARMICHAEL
CHAIRMAN

APPROVED AS TO FORM:

STEVEN L. MICAS, Attorney

State of Virginia,
County of Prince George, to-wit:

I, _____, a Notary Public in and for the County of Prince George, Virginia, do hereby certify that this day personally appeared before me in my jurisdiction ALAN R. CARMICHAEL, CHAIRMAN OF THE BOARD OF SUPERVISORS, and PERCY C. ASHCRAFT, COUNTY ADMINISTRATOR, whose names are signed to the foregoing writing and acknowledged the same before me.

Given under my hand _____ 20 _____.

My commission expires: _____.

NOTARY PUBLIC
Registration #: _____

LESSEE:

PETERSBURG CELLULAR PARTNERSHIP
d/b/a Verizon Wireless

By Alltel Communications, LLC, Its Managing
General Partner

BY: _____

Print Name: Thomas O'Malley

Its: Director - Network Field Engineering

Exhibit A

DRAFT