

Issue Analysis Form (rev. July 2013)



Date: August 11, 2020
Item: Burrowsville Tower - Verizon access
Lead Department(s): County Administration
Contact Person(s): Jeffrey Stoke, Deputy County Administrator

Description and Current Status

Around 2016, Verizon inquired about equipment replacement on the Burrowsville tower owned by the County. At that time, weight and wind loading maximums were of concern without knowing the path of the new P25 digital County radio system selection since the County would need both old and new radio systems on the tower during testing. Upon selection of a vendor and with Altairis approval of the new Verizon equipment, an analysis shows that a maximum load would reach 87% of capacity on the Burrowsville tower. The end date of the Verizon installation window on the Burrowsville tower for the new equipment would be December 1, 2020. This would align with the County P25 digital equipment installation.

Government Path

Does this require IDA action?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
Does this require BZA action?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
Does this require Planning Commission action?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
Does this require Board of Supervisors action?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Does this require a public hearing?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No

If so, before what date?

Verizon has proposed a Second Amendment on the lease agreement to replace equipment. This lease requires County Board approval.

Fiscal Impact Statement

None. Verizon equipment replacement on Burrowsville tower.

County Impact

Citizens in the Burrowsville area with Verizon Wireless service may see a stronger signal and enhanced coverage area. Verizon has made no promises on the impact of the proposed new equipment.

Notes

Original lease on County-owned Burrowsville tower with Verizon was December 16, 2005. First Amendment of this lease with Verizon was February 11, 2014. The subject lease enclosed is the Second Amendment.

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 11th day of August, 2020.

Present:

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

Vote:

A-7

On motion of _____, which carried unanimously, the following Resolution was adopted:

RESOLUTION; AUTHORIZATION TO EXECUTE SECOND AMENDMENT TO VERIZON TOWER LEASE AGREEMENT (BURROWSVILLE)

WHEREAS, The second amendment to the original lease includes an equipment replacement on the County-owned Burrowsville cell tower to be completed by Verizon before December 1, 2020; and

WHEREAS, County staff and Verizon Wireless have come to terms on an amendment to the original lease agreement that is beneficial to both parties.

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of the County of Prince George this 11th day of August, 2020, that it does hereby approve the Second Amendment to Tower Lease Agreement between Prince George, Virginia and Cello Partnership, d/b/a Verizon Wireless; and

BE IT FURTHER RESOLVED by this Board that it authorizes the County Administrator to execute this agreement.

A Copy Teste:

Percy C. Ashcraft
County Administrator

**SECOND AMENDMENT TO
TOWER LEASE AGREEMENT (BURROWSVILLE)**

This Second Amendment to Tower Lease Agreement (this "Amendment") is made this ___ day of _____, 202__, by and between the **COUNTY OF PRINCE GEORGE, VIRGINIA**, a Virginia municipality, hereinafter "Lessor", and **CELLCO PARTNERSHIP**, a Delaware general partnership, d/b/a Verizon Wireless, hereinafter "Lessee".

WHEREAS, Lessor and Lessee entered into a certain Tower Lease Agreement (Burrowsville), dated December 16, 2005, as amended by that First Amendment to Tower Lease Agreement (Burrowsville), dated February 11, 2014 (collectively, the "Agreement"), by which Lessor currently leases to Lessee certain space on the ground and on the Tower (collectively, the "Premises") at the Lessor's property located at 18701 James River Drive, Disputanta, Virginia 23842;

WHEREAS, Lessor and Lessee desire to amend the Agreement for the purpose of modifying Lessee's equipment on the Tower.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree to be legally bound to this Amendment as follows:

1. Exhibit B-1 is hereby replaced and superseded by Exhibit B-2, attached hereto and incorporated herein in order to reflect the modified equipment rights of Lessee. In the event of any discrepancy between Exhibit B-1 and Exhibit B-2, Exhibit B-2 shall control. Any references to Exhibit B-1 in the Agreement shall now refer to Exhibit B-2.
2. All remaining provisions of the Agreement shall remain in full force and effect as to all other terms and conditions, and shall remain binding on the parties hereto.
3. The Agreement and Amendment contain all agreements, promises or understandings between Lessor and Lessee and no verbal or oral agreements, promises or understandings shall be binding upon either the Lessor or Lessee in any dispute, controversy or proceeding at law, and any addition, variation or modification to the Agreement and Amendment shall be void and ineffective unless made in writing and signed by the parties. In the event any provision of the Agreement and Amendment is found to be invalid or unenforceable, such a finding shall not affect the validity and enforceability of the remaining provisions of the Agreement and Amendment.
4. Lessor and Lessee each hereby warrant to the other that the person executing this Amendment on behalf of the warranting party has the full right,

power and authority to enter into, and execute, this Amendment on that party's behalf, and that no consent from any other person or entity is necessary as a condition precedent to the legal effect of this Amendment.

5. Capitalized terms that are used in this Amendment but not defined herein shall have the meaning given such terms in the Agreement.
6. All Lessee equipment installation proposed in this Amendment shall be completed by December 1, 2020 or the Amendment shall be voided.

(SIGNATURES TO FOLLOW)

IN WITNESS WHEREOF, the parties have set forth their hand and seal as of the date indicated above.

LESSOR:

**COUNTY OF PRINCE GEORGE,
VIRGINIA**

By: _____
Name: _____
Title: _____
Date: _____

LESSEE:

CELLCO PARTNERSHIP
d/b/a Verizon Wireless

By: _____
Name: _____
Title: _____
Date: _____

EXHIBIT B-2

Number of Antennas:	Nine (9)
Antenna Models:	Six (6) Commscope NHH-85C-R2B Three (3) Antel BXA-70080-8CF
Antenna Rad Center:	222'
Diameter and Number of Coaxial Cables and/or Hybriflex Cables for Panel Antennas:	Six (6) 1-5/8" coax lines Two (2) 1.55" Hybriflex lines
Microwave Dish Antennas and Radiation Centers:	(1) Andrew UHX8- 59W-P3A @ 210.5' (1) Andrew UHX6- 59W-P3A/B @ 161' (1) Andrew UHX6- 59W-P3A/B @ 142.5'
Microwave Dish Antenna Cables:	(6) EW63 lines (2 per microwave dish)
Miscellaneous Equipment:	Six (6) RRHs Two (2) OVP Distribution Boxes

**FIRST AMENDMENT TO
TOWER LEASE AGREEMENT (BURROWSVILLE)**

This First Amendment to Tower Lease Agreement (this "Amendment") is made this 11th day of February, 2014, by and between the **COUNTY OF PRINCE GEORGE, VIRGINIA**, a Virginia municipality, hereinafter "Lessor", and **CELLCO PARTNERSHIP**, a Delaware general partnership, d/b/a Verizon Wireless, hereinafter "Lessee".

WHEREAS, Lessor and Lessee entered into a certain Tower Lease Agreement (the "Agreement"), by which Lessor currently leases to Lessee certain space on the ground and on the Tower (collectively, the "Premises") at the Lessor's property located at 18701 James River Drive, Disputanta, Virginia 23842;

WHEREAS, Lessor and Lessee desire to amend the Agreement for the purpose of modifying Lessee's equipment on the Tower.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree to be legally bound to this Amendment as follows:

1. The first paragraph of Paragraph 1 of the Agreement is hereby replaced and superseded in its entirety with the following:

PREMISES. LESSOR is the owner of certain real property located at 18701 James River Drive, Disputanta, Virginia 23842 (County of Prince George Virginia), as shown on the Tax Map of Prince George County of Virginia as Tax Parcel Number 29-(A)-21, and being further described in Instrument Number 04-0810 as recorded in the Office of the Clerk of the Circuit Court of Prince George County, Virginia (the entirety of LESSOR's property is referred to hereinafter as the "Property"). LESSOR hereby leases to the LESSEE a 20' x 40' portion of the Property containing 800 square feet sufficient for the installation of LESSEE's equipment building and certain space on the LESSOR's Tower ("Tower"), as shown on Exhibit "A", attached hereto and made a part hereof, together with the non-exclusive right for ingress and egress, seven (7) days a week, twenty-four (24) hours a day, on foot or motor vehicle, including trucks, and for the installation and maintenance of utility wires, poles, cables, conduits, and pipes over, under, or along a twenty foot (20') wide right-of-way extending from the nearest public right-of-way, State Route 10, to the demised premises, said demised premises and right-of-way for access being substantially as described herein in Exhibit "A", which tower space, demised premises and right-of-way are collectively referred to hereinafter as the "Premises. Also, as part of the Premises, LESSEE shall have the right and an easement to improve the area designated in Exhibit "A" as "Proposed LESSEE 12' Wide Gravel Access Road" by grading and/or the

application of a gravel stone or asphalt base as LESSEE may deem necessary. Such improvements shall be performed only if LESSEE elects to make such improvements, in LESSEE's sole discretion, but such improvements shall be made at LESSEE's sole expense and during the term of this Lease shall be maintained at LESSEE's sole expense.

In the event any public utility is unable to use the aforementioned right-of-way, the LESSOR hereby agrees to grant an additional right-of-way either to the LESSEE or to the public utility at no cost to the LESSEE.

LESSOR hereby grants permission to LESSEE to install, maintain and operate the radio communications equipment, antennas and appurtenances described in Exhibit "B-1" attached hereto.

LESSEE reserves the right to replace the aforementioned equipment with similar and comparable equipment provided said replacement does not increase tower loading of said Tower.

2. Exhibit B is hereby replaced and superseded with Exhibit B-1, attached hereto and incorporated herein in order to reflect the modified equipment rights of Lessee.
3. Lessor specifically leases space on its tower to Lessee to allow Lessee to install certain microwave dish antennas on the Tower, as set forth in Exhibit B-1 (the "Microwave Dish Antenna Tower Space"). Notwithstanding any provisions in the Agreement to the contrary, as specifically relates to the Microwave Dish Antenna Tower Space, to the extent Lessor, in its reasonable discretion, requires the Microwave Dish Antenna Tower Space or any other space used by Lessee now or in the future or other installation for its own use, Lessor may require Lessee to remove such microwave dish antennas upon nine (9) months prior written notice to Lessee. Lessee's removal of the same shall be at Lessee's sole cost and expense. As an alternative; Lessee may brace or otherwise improve the tower, at its sole expense, to accommodate County needs and in order to avoid relocating its equipment. In no event shall Lessee be requested to remove such microwave dish antennas for the benefit of a third party wireless provider.
4. Lessee agrees in the future to, in good faith, enter into any amendments necessary to the "Tower Lease Agreement" for the tower located at 13920 Arwood Road, Disputanta, Virginia leased by Verizon Wireless to Prince George County (the "Disputanta Tower") to allow the County to install additional or reconfigured equipment on the Disputanta Tower for any public purpose.
5. All remaining provisions of the Agreement shall remain in full force and effect as to all other terms and conditions, and shall remain binding on the parties hereto.

6. The Agreement and Amendment contain all agreements, promises or understandings between Lessor and Lessee and no verbal or oral agreements, promises or understandings shall be binding upon either the Lessor or Lessee in any dispute, controversy or proceeding at law, and any addition, variation or modification to the Agreement and Amendment shall be void and ineffective unless made in writing and signed by the parties. In the event any provision of the Agreement and Amendment is found to be invalid or unenforceable, such a finding shall not affect the validity and enforceability of the remaining provisions of the Agreement and Amendment.

IN WITNESS WHEREOF, the parties have set forth their hand and seal as of the date indicated above.

LESSOR:

COUNTY OF PRINCE GEORGE,
VIRGINIA

By: [Signature]
Name: Nancy C. Ashcraft
Title: County Administrator
Date: 2/11/2014

[Signature]
WITNESS

Approved As To Form:

[Signature]
County Attorney

LESSEE:

CELLCO PARTNERSHIP
D/B/A VERIZON WIRELESS

By: [Signature]
Name: David R. Heverling
Title: Area Vice President Network
Date: 2/10/14

[Signature]
WITNESS

EXHIBIT B-1

Number of Panel Antennas: Twelve (12)

Panel Antenna Model: Three (3) Antel BXA-80090-8CF
Three (3) Antel BXA-185085-16CF
Three (3) BXA-70080-8CF
Three (3) BXA-171085-12CF

Panel Antenna Radiation Center: 225'

Diameter and Number of Coaxial Cables for Panel Antennas: Eighteen (18) 1 5/8"

Microwave Dish Antennas and Radiation Center: One (1) Andrew UHX8-59W at 210'
One (1) Andrew UHX6-59W at 140'

Microwave Dish Antenna Cables: Four (4) EW63 (two (2) per microwave dish antenna)

Miscellaneous Equipment Six (6) diplexers, Three (3) TMAs

Lessee Site Name: Burrowsville

TOWER LEASE AGREEMENT (BURROWSVILLE)

This Tower Lease Agreement (Burrowsville) (this "Agreement"), made this 16th day of Dec. 2005, between the County of Prince George, Virginia, a Virginia municipality, with its principal office at 6602 Courts Drive, Prince George, Virginia hereinafter designated LESSOR and Celico Partnership, a Delaware general partnership d/b/a Verizon Wireless, with its principal offices at 180 Washington Valley Road, Bedminster, New Jersey 07921, hereinafter designated LESSEE. The LESSOR and LESSEE are at times collectively referred to hereinafter as the "Parties" or individually as the "Party".

WITNESSETH

In consideration of the mutual covenants contained herein and intending to be legally bound hereby, the Parties hereto agree as follows:

1. PREMISES. LESSOR is the owner of certain real property located at 18701 James River Drive, Disputanta, Virginia 23832 (County of Prince George Virginia), as shown on the Tax Map of Prince George County of Virginia as Tax Parcel Number 29-(A)-21, and being further described in Instrument Number 04-0810 as recorded in the Office of the Clerk of the Circuit Court of Prince George County, Virginia (the entirety of LESSOR's property is referred to hereinafter as the "Property"). LESSOR hereby leases to the LESSEE a portion of the Property including certain space on the LESSOR's Tower ("Tower"), together with a 100' by 100' parcel of land containing 10,000 square feet sufficient for the installation of LESSEE's equipment building as shown on Exhibit "A", attached hereto and made a part hereof together with the non-exclusive right for ingress and egress, seven (7) days a week, twenty-four (24) hours a day, on foot or motor vehicle, including trucks, and for the installation and maintenance of utility wires, poles, cables, conduits, and pipes over, under, or along a twenty foot (20') wide right-of-way extending from the nearest public right-of-way, State Route 10, to the demised premises, said demised premises and right-of-way for access being substantially as described herein in Exhibit "A" and attached hereto and made a part hereof which tower space, demised premises and right-of-way are collectively referred to hereinafter as the "Premises". Also as part of the Premises, LESSEE shall have the right and an easement to improve the area designated in Exhibit A as "Proposed LESSEE 12' Wide Gravel Access Road" by grading and/or the application of a gravel stone or asphalt base as LESSEE may deem necessary. Such improvements shall be performed only if LESSEE elects to make such improvements, in LESSEE's sole discretion, but such improvements shall be made at LESSEE's sole expense and during the term of this Lease shall be maintained at LESSEE's sole expense.

In the event any public utility is unable to use the aforementioned right-of-way, the LESSOR hereby agrees to grant an additional right-of-way either to the LESSEE or to the public utility at no cost to the LESSEE.

LESSOR hereby grants permission to LESSEE to install, maintain and operate the radio communications equipment, antennas and appurtenances described in Exhibit "B" attached hereto.

LESSEE reserves the right to replace the aforementioned equipment with similar and comparable equipment provided said replacement does not increase tower loading of said Tower.

2. SURVEY. LESSOR also hereby grants to LESSEE the right to survey the Property and Premises, and said survey shall then become Exhibit "C" which shall be attached hereto and made a part hereof, and shall control in the event of boundary and access discrepancies between it and Exhibit "A". Cost for such work shall be borne by the LESSEE.

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3. TERM. This Agreement shall be effective as of the date of execution by both parties, provided, however, the initial term shall be for five (5) years and shall commence on the Commencement Date (as hereinafter defined) at which time rental payments will be due at an annual rental of Four Thousand Eight Hundred Dollars (\$4,800) to be paid in equal monthly installments on the first day of the month, in advance, to LESSOR or to such other person, firm or place as the LESSOR may, from time to time, designate in writing at least thirty (30) days in advance of any rental payment date. The Commencement Date is defined as the first (1st) day of the month following the date this Agreement is executed by the parties or the first (1st) day of the month following the date LESSEE is granted a building permit by the governmental agency charged with issuing such permits, whichever event occurs last.

The Parties acknowledge that the Parties have also entered into a Tower Lease Agreement (Disputanta) (the "Disputanta Lease"), pursuant to which LESSOR has leased from LESSEE certain tower space and ground space located at 13920 Arwood Road, Disputanta, Virginia, as shown on the Tax Map of Prince George County of Virginia as Tax Parcel Number 54-11. Notwithstanding anything to the contrary in this Lease, the rental payments, including rental payments during extension periods, shall be abated for so long as the Disputanta Lease remains in effect, and until termination of the Disputanta Lease, no rental payments shall be owed under the terms of this Agreement.

If permitted by the local utility company servicing the Property, LESSEE shall furnish and install an electrical submeter at the Property for the measurement of electrical power used by LESSEE's installation. LESSEE shall pay for its own power consumption used thirty (30) days after receipt of an invoice from LESSOR indicating the usage amount.

4. EXTENSIONS. This Agreement shall automatically be extended for four (4) additional five (5) year terms unless the LESSEE terminates it at the end of the then current term by giving the LESSOR written notice of the intent to terminate at least six (6) months prior to the end of the then current term.

5. EXTENSION RENTALS. The annual rental for the first (1st) five (5) year extension term shall be increased to Five Thousand Five Hundred Twenty Dollars (\$5,520.00); the second (2nd) five (5) year extension term shall be increased to Six Thousand Three Hundred Forty Eight Dollars (\$6,348.00); the third (3rd) five (5) year extension term shall be increased to Seven Thousand Three Hundred and 20/100 Dollars (\$7,300.20); and the fourth (4th) five (5) year extension shall be increased to Eight Thousand Three Hundred Ninety Five and 23/100 Dollars (\$8,395.23).

6. ADDITIONAL EXTENSIONS. If at the end of the fourth (4th) five (5) year extension term this Agreement has not been terminated by either Party by giving to the other written notice of an intention to terminate it at least six (6) months prior to the end of such term, this Agreement shall continue in force upon the same covenants, terms and conditions for a further term of five (5) years and for five (5) year 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 such term. Annual rental for each such additional five (5) year term shall be equal to 115% of the annual rental payable with respect to the immediately preceding five (5) year term.

7. USE; GOVERNMENTAL APPROVALS. LESSEE shall use the Premises for the purpose of constructing, maintaining and operating a communications facility and uses incidental and all necessary appurtenances. All improvements shall be at LESSEE's expense and the installation of all improvements shall be at the discretion and option of the LESSEE. LESSEE shall have the right to replace, repair, add or otherwise modify its equipment or any portion thereof, whether the equipment is specified or not on any exhibit attached hereto, during the term of this Agreement. LESSEE will maintain the Premises in a good condition reasonable wear and tear excepted. LESSOR will maintain the Property, excluding the Premises, in good condition, reasonable wear and tear excepted. It is understood and agreed that LESSEE's ability to use the Property is contingent upon its obtaining after the execution date of this Agreement all of the certificates, permits and other approvals (collectively the "Governmental Approvals") that may be required by any Federal, State or Local authorities as well as satisfactory soil boring tests which will permit LESSEE use of the Premises as set forth above. LESSOR shall cooperate with LESSEE in its effort to obtain such approvals and shall take no action which would adversely affect the status of the Property with respect to the proposed use by LESSEE. In

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the event that any of such applications for such Governmental Approvals should be finally rejected or LESSEE determines that such Governmental Approvals may not be obtained in a timely manner or any Governmental Approval issued to LESSEE is canceled, expires, lapses, or is otherwise withdrawn or terminated by governmental authority or soil boring tests are found to be unsatisfactory so that LESSEE in its sole discretion will be unable to use the Premises for its intended purposes or the LESSEE determines that the Property is no longer technically compatible for its intended use, LESSEE shall have the right to terminate this Agreement. Notice of the LESSEE's exercise of its right to terminate shall be given to LESSOR in writing by certified mail, return receipt requested, and shall be effective upon the mailing of such notice by the LESSEE. All rentals paid to said termination date shall be retained by the LESSOR. Upon such termination, this Agreement shall become null and void and all the Parties shall have no further obligations including the payment of money, to each other.

8. ACCESS TO TOWER. LESSOR agrees the LESSEE shall have free access to the Tower at all times for the purpose of installing and maintaining the said equipment. LESSOR shall furnish LESSEE with necessary means of access for the purpose of ingress and egress to this site and Tower location. It is agreed, however, that only authorized engineers, employees or properly authorized contractors of LESSEE or persons under their direct supervision will be permitted to enter said premises.

9. TOWER COMPLIANCE. LESSOR covenants that it will keep the Tower in good repair as required by all federal, state, county and local laws. The LESSOR shall also comply with all rules and regulations enforced by the Federal Communications Commission with regard to the lighting, marking and painting of towers. If the LESSOR fails to make such repairs including maintenance the LESSEE may make the repairs and the costs thereof shall be payable to the LESSEE by the LESSOR on demand. If the LESSOR does not make payment to the LESSEE within ten (10) days after such demand, the LESSEE shall have the right to deduct the costs of the repairs from the succeeding monthly rental amounts normally due from the LESSEE to the LESSOR.

No materials may be used in the installation of the antennas or transmission lines that will cause corrosion or rust or deterioration of the Tower structure or its appurtenances.

All antenna(s) on the Tower must be identified by a marking fastened securely to its bracket on the Tower and all transmission lines are to be tagged at the conduit opening where it enters any user's equipment space.

10. INTERFERENCE. LESSEE agrees to have installed radio equipment of the type and frequency which will not cause measurable interference to the equipment existing as of the date this Agreement is executed by the Parties of the LESSOR or other lessees of the Property. In the event LESSEE's equipment causes such interference, and after LESSOR has notified LESSEE of such interference, LESSEE will take all steps necessary to correct and eliminate the interference. LESSOR agrees that LESSOR and any other tenants of the property who currently have or in the future take possession of the Property will be permitted to install only such radio equipment that is of the type and frequency which will not cause measurable interference to the existing equipment of the LESSEE. The Parties acknowledge that there will not be an adequate remedy at law for non-compliance with the provisions of this paragraph and therefore, either Party shall have the right to specifically enforce the provisions of this paragraph in a court of competent jurisdiction.

11. LESSEE COMPLIANCE. All installations and operation in connection with this Agreement by LESSEE shall meet with all applicable Rules and Regulations of the Federal Communications Commission, Federal Aviation Agency and all applicable codes and regulations of the township, county and state concerned. Under this Agreement, the LESSOR assumes no responsibility for the licensing, operation, and/or maintenance of LESSEE's radio equipment.

12. INDEMNIFICATION. Each Party shall indemnify and hold the other harmless against any claim of liability or loss from personal injury or property damage resulting from or arising out of the use and occupancy of the

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Premises or the Property by the Party, its servants or agents, excepting, however, such claims or damages as may be due to or caused by the acts or omissions of the other Party, or its servants or agents.

13. INSURANCE. The Parties hereby waive any and all rights of action for negligence against the other which may hereafter arise on account of damage to the premises or to property, resulting from any fire, or other casualty of the kind covered by standard fire insurance policies with extended coverage, regardless of whether or not, or in what amounts, such insurance is now or hereafter carried by the Parties, or either of them. LESSOR and LESSEE each agree that at its own cost and expense, each will maintain comprehensive general liability and property liability insurance with liability limits of not less than \$1,000,000 for injury to or death of one or more persons in any one occurrence and \$500,000 for damage or destruction to property in any one occurrence. LESSOR agrees that LESSEE may self-insure against any loss or damage which could be covered by a comprehensive general public liability insurance policy.

14. ANNUAL TERMINATION. Notwithstanding anything to the contrary contained herein, provided LESSEE is not in default hereunder and shall have paid all rents and sums due and payable to the LESSOR by LESSEE, LESSEE shall have the right to terminate this Agreement upon the annual anniversary of this Agreement provided that three (3) months prior notice is given the LESSOR.

15. REMOVAL UPON TERMINATION. LESSEE, upon termination of the Agreement, shall, within ninety (90) days, remove its building(s), antenna structure(s) (except footings), fixtures and all personal property and otherwise restore the Property to its original condition, reasonable wear and tear excepted. LESSOR agrees and acknowledges that all of the equipment, fixtures and personal property of the LESSEE shall remain the personal property of the LESSEE and the LESSEE shall have the right to remove the same, whether or not said items are considered fixtures and attachments to real property under applicable law. If such time for removal causes LESSEE to remain on the Premises after termination of this Agreement, LESSEE shall pay rent at the then existing monthly rate or on the existing monthly pro-rata basis if based upon a longer payment term, until such time as the removal of the building, antenna structure, fixtures and all personal property are completed.

16. TOWER IMPROVEMENT COST. Within thirty days of the full execution of this Agreement, LESSEE shall make a one time lump-sum payment to LESSOR of Sixty Six Thousand One Hundred Twenty Five Dollars (\$66,125.00) ("Tower Upgrade Payment"). LESSOR shall use the Tower Upgrade Payment to raise the height of the LESSOR's tower from 199 feet to 225 feet, as necessary to facilitate Lessee's equipment installation.

17. RIGHTS UPON SALE. Should the LESSOR, at any time during the term of this Agreement, decide to sell all or any part of the Property to a purchaser other than LESSEE, such sale shall be under and subject to this Agreement and LESSEE's rights hereunder, and any sale by the LESSOR of the portion of this Property underlying the right-of-way herein granted shall be under and subject to the right of the LESSEE in and to such right-of-way.

18. QUIET ENJOYMENT. LESSOR covenants that LESSEE, on paying the rent and performing the covenants contained in this Agreement shall peaceably and quietly have, hold and enjoy the Premises.

19. TITLE. LESSOR covenants that LESSOR is seized of good and sufficient title and interest to the Property and has full authority to enter into and execute this Agreement. LESSOR further covenants that there are no other liens, judgments or impediments of title on the Property, or affecting LESSOR's title to the same and that there are no covenants, easements or restrictions which prevent the use of the Premises by the LESSEE as set forth above.

20. INTEGRATION. It is agreed and understood that this Agreement contains all agreements, promises and understandings between the LESSOR and LESSEE and that no verbal or oral agreements, promises or understandings shall be binding upon either the LESSOR or LESSEE in any dispute, controversy or proceeding at law, and any addition, variation or modification to this Agreement shall be void and ineffective unless made in writing signed by the Parties. In the event any provision of the Agreement is found to be invalid or unenforceable, such finding shall

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not effect the validity and enforceability of the remaining provisions of this Agreement. The failure of either Party to insist upon strict performance of any of the terms or conditions of this Agreement or to exercise any of its rights under the Agreement shall not waive such rights and such Party shall have the right to enforce such rights at any time and take such action as may be lawful and authorized under this Agreement, either in law or in equity.

21. GOVERNING LAW. This Agreement and the performance thereof shall be governed, interpreted, construed and regulated by the laws of the State in which the Property is located.

22. ASSIGNMENT. This Agreement may be sold, assigned or transferred by the LESSEE without any approval or consent of the LESSOR to the LESSEE's principal, affiliates, subsidiaries of its principal or to any entity which acquires all or substantially all of LESSEE's assets in the market defined by the Federal Communications Commission in which the Property is located by reason of a merger, acquisition or other business reorganization. As to other parties, this Agreement may not be sold, assigned or transferred without the written consent of the LESSOR, which such consent will not be unreasonably withheld or delayed.

23. NOTICES. All notices hereunder must be in writing and shall be deemed validly given if sent by certified mail, return receipt requested or by commercial courier, provided the courier's regular business is delivery service and provided further that it guarantees delivery to the addressee by the end of the next business day following the courier's receipt from the sender, addressed as follows (or any other address that the Party to be notified may have designated to the sender by like notice):

LESSOR: County Administrator, County of Prince George
6602 Courts Drive
Prince George, Virginia 23875

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

Notice shall be effective upon mailing or delivering the same to a commercial courier, as permitted above.

24. DEFAULT. In the event there is a default by the LESSEE with respect to any of the provisions of this Agreement or its obligations under it, including the payment of rent, the LESSOR shall give LESSEE written notice of such default. After receipt of such written notice, the LESSEE shall have fifteen (15) days in which to cure any monetary default and thirty (30) days in which to cure any non-monetary default, provided the LESSEE shall have such extended period as may be required beyond the thirty (30) days if the nature of the cure is such that it reasonably requires more than thirty (30) days and the LESSEE commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion. The LESSOR may not maintain any action or effect any remedies for default against the LESSEE unless and until the LESSEE has failed to cure the same within the time periods provided in this paragraph.

25. SUCCESSORS. This Agreement shall extend to and bind the heirs, personal representatives, successors and assigns of the Parties hereto.

26. SUBORDINATION AND NON-DISTURBANCE. At LESSOR's option, this Agreement shall be subordinate to any mortgage or other security interest or other security interest by LESSOR which from time to time may encumber all or part of the Property or right-of-way; provided, however, every such mortgage or other security interest or other security interest shall recognize the validity of this Agreement in the event of a foreclosure of LESSOR's interest and also LESSEE's right to remain in occupancy of and have access to the Premises as long as LESSEE is not in

08/08/05

default of this Agreement. LESSEE shall execute whatever instruments may reasonably be required to evidence this subordination clause. In the event the Property is encumbered by a mortgage or other security interest, the LESSOR immediately after this Agreement is executed, will obtain and furnish to LESSEE, a non-disturbance agreement for each such mortgage or other security interest in recordable form. In the event the LESSOR defaults in the payment and/or other performance of any mortgage or other security interest encumbering the Property, LESSEE, may, at its sole option and without obligation, cure or correct LESSOR's default and upon doing so, LESSEE shall be subrogated to any and all rights, titles, liens and equities of the holders of such mortgage or security interest and the LESSEE shall be entitled to deduct and setoff against all rents that may otherwise become due under this Agreement the sums paid by LESSEE to cure or correct such defaults.

27. RECORDING. LESSOR agrees to execute a Memorandum of this Lease Agreement which LESSEE may record with the appropriate Recording Officer. The date set forth in the Memorandum of Lease is for recording purposes only and bears no reference to commencement of either term or rent payments.

28. 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 Property, unless such conditions or concerns are caused by the activities of the LESSEE.

b. LESSOR shall hold LESSEE harmless and indemnify the LESSEE from 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 compliance results from conditions caused by the LESSEE; and b) any environmental or industrial hygiene conditions arising out of or in any way related to the condition of the Property or activities conducted thereon, unless such environmental conditions are caused by the LESSEE.

29. CASUALTY. In the event of damage by fire or other casualty to the Premises that cannot reasonably be expected to be repaired within forth-five (45) days following same or, if the Property is damaged by fire or other casualty so that such damage may reasonably be expected to disrupt LESSEE's operations at the Premises for more than forty-five (45) days, then LESSEE may at any time following such fire or other casualty, provided LESSOR has not completed the restoration required to permit LESSEE to resume its operation at the Premises, terminate this Lease upon fifteen (15) days written notice to LESSOR. Any such notice of termination shall cause this Lease to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of this Lease and the parties shall make an appropriate adjustment, as of such termination date, with respect to payments due to the other under this Lease. Notwithstanding the foregoing, all rental shall abate during the period of such fire or other casualty.

30. CONDEMNATION. In the event of any condemnation of the Property, LESSEE may terminate this Lease upon fifteen (15) days written notice to LESSOR if such condemnation may reasonably be expected to disrupt LESSEE's operations at the Premises for more than forty-five (45) days. LESSEE may on its own behalf make a claim in any condemnation proceeding involving the Premises for losses related to the antennas, equipment, its relocation costs and its damages and losses (but not for the loss of its leasehold interest). Any such notice of termination shall cause this Lease to expire with the same force and effect as though the date set forth in such notice were the date originally set as

08/08/05

the expiration date of this Lease and the parties shall make an appropriate adjustment as of such termination date with respect to payments due to the other under this Lease.

31. SUBMISSION OF LEASE. The submission of this Lease for examination does not constitute an offer to lease the Premises and this Lease becomes effective only upon the full execution of this Lease by the Parties. If any provision herein is invalid, it shall be considered deleted from this Lease and shall not invalidate the remaining provisions of this Lease. Each of the Parties hereto warrants to the other that the person or persons executing this Lease on behalf of such party has the full right, power and authority to enter into and execute this Lease on such Party's behalf and that no consent from any other person or entity is necessary as a condition precedent to the legal effect of this Lease.

32. APPLICABLE LAWS. LESSEE shall use the Premises as may be required or as permitted by applicable laws, rules and regulations. LESSOR agrees to keep the Property in conformance with all applicable, laws, rules and regulations and agrees to reasonably cooperate with the LESSEE regarding any compliance required by the LESSEE in respect to its use of the Premises.

33. SURVIVAL. The provisions of the Agreement relating to indemnification from one Party to the other Party shall survive any termination or expiration of this Agreement. Additionally, any provisions of this Agreement which require performance subsequent to the termination or expiration of this Agreement shall also survive such termination or expiration.

34. CAPTIONS. The captions contained in this Agreement are inserted for convenience only and are not intended to be part of the Agreement. They shall not affect or be utilized in the construction or interpretation of the Agreement.

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

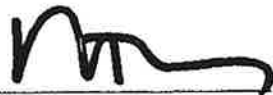
LESSOR:

County of Prince George, Virginia

By: 
Brenda G. Garton, County Administrator

LESSEE:

Cellco Partnership,
d/b/a Verizon Wireless

BY: 
David R. Heverling
Vice President, Network-Northeast Area

121605

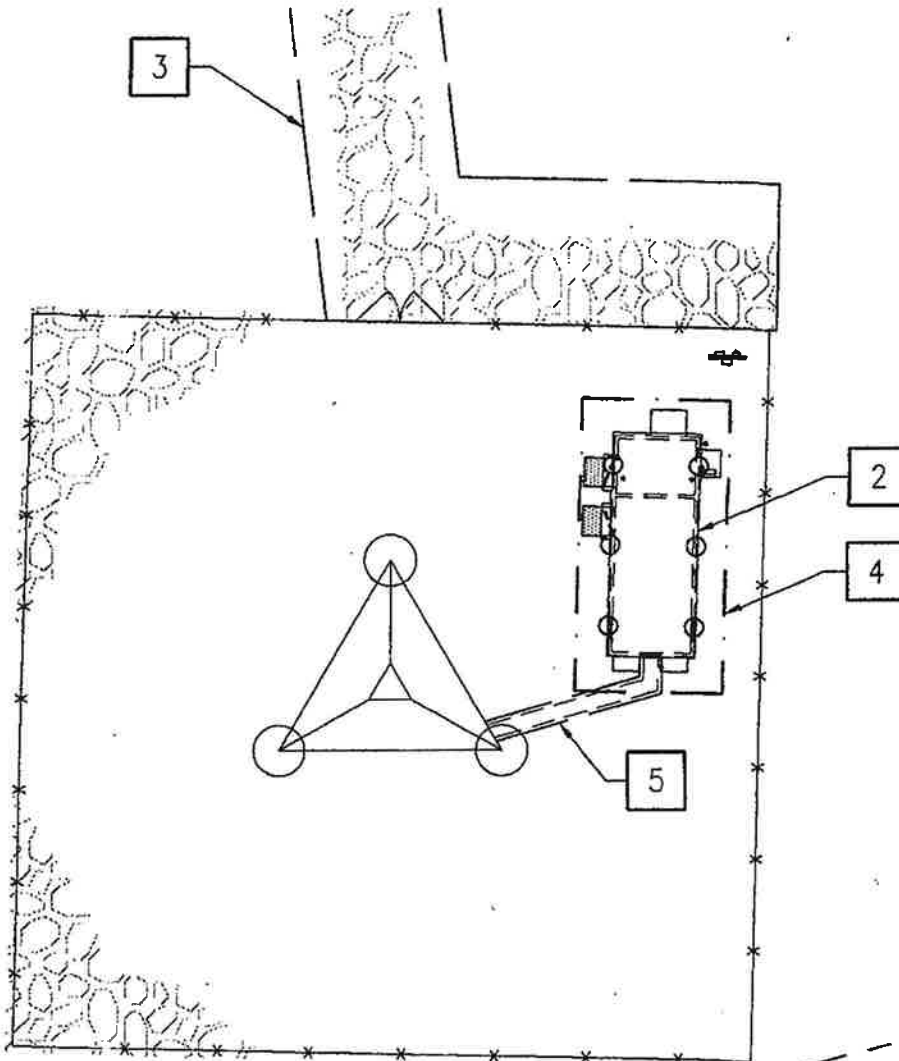
08/08/05

Exhibit A: Description of Premises

(See Attached Sketch)

08/08/05

- 1 NEW LESSEE RAD CENTER • 225'.
- 2 NEW LESSEE 12' X 30' EQUIPMENT SHELTER.
- 3 NEW LESSEE 20' WIDE ACCESS/UTILITY EASEMENT.
- 4 NEW LESSOR 20' X 40' LEASE AREA.
- 5 NEW LESSEE 3' WIDE NON-ENCLUSIVE EASEMENT FOR ICE BRIDGE.



SUBMITTALS

DATE	DESCRIPTION
3/3/05	REVISED
5/2/05	REVISED
7/5/05	REVISED
7/13/05	REVISED

APPROVALS

CONSTRUCTION

SITE AQUISITION

REAL ESTATE

OPERATIONS

CONSTRUCTION

DRAWN: TBW

REVIEW: OWW

COMM. 1647.2(LLL)

SCALE: NOT TO SCALE

CLARK-NEXSEN

Architecture & Engineering
 6160 Kempsville Circle, Suite 200A
 Norfolk, Virginia 23502
 757/455-5800
 Fax 757/455-5638
<http://www.clarknexsen.com>

TITLE: **LEASE EXHIBIT**

SITE INFO:

BURROWSVILLE
 RAW LAND
 SELF-SUPPORT TOWER
 ROUTE 10
 BURROWSVILLE, VA
 PRINCE GEORGE CO.

TTV
 VISIT DATE: 07/03/02

SHEET NUMBER:
LE-2

Exhibit B

Permitted Equipment

That certain equipment described and located on the property as follows:

Antenna(s)

<u>Manufacturer</u>	<u>Model</u>	<u>Tip Height</u>
Antel	LPA80090/8	225' CLE
Antel	LPA80090/8	225' CLE
Antel	LPA80090/8	225' CLE
Antel	LPA80090/8	225' CLE
Antel	LPA80090/8	225' CLE
Antel	LPA80090/8	225' CLE
Antel	BSA185090/16	225' CLE
Antel	BSA185090/16	225' CLE
Antel	BSA185090/16	225' CLE
Antel	BSA185090/16	225' CLE
Antel	BSA185090/16	225' CLE
Antel	BSA185090/16	225' CLE

Coaxial Cable

12 lines of Andrews 1 5/8"

Frequency Range

Tx: 880-894 & 1890-1895 MHz

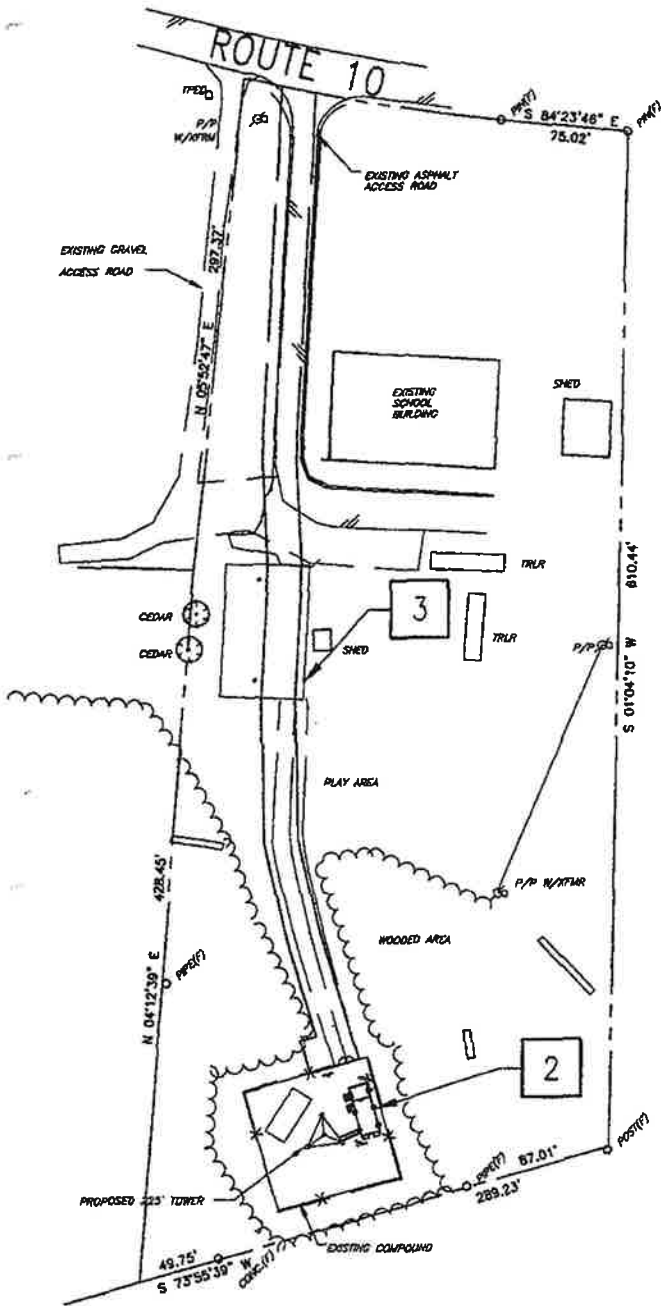
Rx: 835-855 & 1970-1975 MHz

Site: Burrowsville

Exhibit C

See attached

- 1 NEW LESSEE RAD CENTER ● 225'.
- 2 NEW LESSEE 12' X 30' EQUIPMENT SHELTER.
- 3 NEW LESSEE 20' WIDE ACCESS/UTILITY EASEMENT.



SUBMITTALS	
DATE	DESCRIPTION
3/3/05	REVISED
5/2/05	REVISED
7/5/05	REVISED
7/13/05	REVISED

APPROVALS
CONSTRUCTION
SITE ACQUISITION
REAL ESTATE
OPERATIONS
CONSTRUCTION

DRAWN: TBW
 REVIEW: OWW
 COMM. 1647.2(LL)
 SCALE: NOT TO SCALE

CLARK NEXSEN
 Architecture & Engineering
 6160 Kempsville Circle, Suite 200A
 Norfolk, Virginia 23502
 757/455-5800
 Fax 757/455-5638
<http://www.clarknexsen.com>

TITLE: **LEASE EXHIBIT**

SITE INFO:
 BURROWSVILLE
 RAW LAND
 SELF-SUPPORT TOWER
 ROUTE 10
 BURROWSVILLE, VA
 PRINCE GEORGE CO.

TTV
 VISIT DATE: 07/03/02
 SHEET NUMBER:
LE-1