XIII.

Agenda Item

County of Hanover

Board Meeting: March 11, 2015

Subject: Public Hearing – Lease of County Property – CELLCO PARTNERSHIP D/B/A VERIZON WIRELESS for use of Courthouse Park – GPIN 8810-41-8712 **(Beaverdam Magisterial District)**

Summary of Agenda Item: The Board of Supervisors authorized this Public Hearing at their February 11, 2015 meeting to consider a proposed agreement between the County and CELLCO PARTNERSHIP D/B/A VERIZON WIRELESS to lease a 6' X 6' area, an adjacent light tower, and a 5,270 SF access easement at Courthouse Park, located at 7232 Courtland Farm Road, Hanover, Virginia, 23069, for the purpose of data communication enhancement. Through the proposed lease CELLCO PARTNERSHIP D/B/A VERIZON WIRELESS hopes to expand data access to all portions of Courthouse Park, which would provide its customers increased service.

Key components of the proposed lease include:

- An initial term of five (5) years, at the yearly rental rate of $2,500
- Automatic renewal thereafter for 4 additional five (5) year terms unless terminated by either party, with the rental rate increasing 15% with each renewal period
- At Verizon's expense, Verizon will maintain all equipment necessary for its operation at the leased Site
- The County will provide electrical service within the leased Site sufficient for Verizon to operate its communications facility
- Verizon will indemnify and hold harmless the County, its officials, employees and agents from loss or injury from activities or conditions on the Site
- Either party can terminate the lease for any reason after 90 days written notice to the other party, or immediately for noncompliance with the lease

The proposed lease agreement is attached. The County Attorney's Office has approved it as to form and the Parks and Recreation Department as to content.

County Administrator's Recommended Board Motion: A motion to grant approval for the proposed Lease Agreement with Cellco Partnership d/b/a/ Verizon Wireless for the use of designated County property located at Courthouse Park.

PUBLIC HEARING NOTICE
HANOVER COUNTY BOARD OF SUPERVISORS

The Hanover County Board of Supervisors will hold a public hearing on March 11, 2015, at 7:00 p.m. in the Board Room of the Hanover County Administration Building, 7516 County Complex Road, at Hanover Courthouse, Hanover, Virginia, on the proposed leasing of the site described below, which is owned by the County and is the site known as Courthouse Park. The site is proposed to be leased by the County to a telecommunications company for the purpose of data communication enhancement.

> A portion of the real estate designated GPIN 8810-41-8712 consisting of a 6.0' x 6.0' lease area for equipment cabinet, the use of a portion of the adjacent light tower, and a 5,270 SF access easement. The property is located in the **BEAVERDAM MAGISTERIAL DISTRICT.**

A complete copy of the proposed lease and related information is available at the office of the County Administrator any regular work day between 8:30 a.m. and 5:00 p.m.

All persons wishing to comment on the proposal may appear at the stated time and place.

_____
Cecil R. Harris, Jr., County Administrator

Publish: February 26, 2015

COURTHOUSE PARK GROUND SPACE,
ANTENNA SPACE AND CABLING SPACE LEASE AGREEMENT
HANOVER COUNTY
Site GPIN 8810-41-8712

THIS LEASE AGREEMENT is entered into _____, 201~~4~~ 5(the "Effective Date"), by **HANOVER COUNTY**, a political subdivision of the Commonwealth of Virginia (the "County"), and **CELLCO PARTNERSHIP** d/b/a Verizon Wireless with its principal offices at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920 (telephone number 866-862-4404) (the "Company").

RECITALS

A. The County is the owner or Lessee of property, including a light ~~pole~~ tower (the "~~Structure~~Light Tower") located at: 72~~5~~32 Courtland Farm Road, Hanover, Virginia 23069, GPIN 8810-41-8712 (the "Site").

B. The Company desires to install communications equipment and accessories on a designated portion of the ~~Structure~~ Light Tower and Site.

C. The County desires to lease to the Company and the Company desires to lease from the County the right (a) to use of the portion of the ~~Structure~~ Light Tower designated on Exhibit A; (b) to use a portion of the Site described ~~in the~~on ~~e~~Exhibit A as "Proposed Lessee 6.0' x 6.0' Lease Area for Equipment Cabinet" (the "Ground Space"), together with the non-exclusive right of ingress and egress from a public right-of-way, seven (7) days a week, twenty four (24) hours a day, over the Site to and from the Leased Premises (as hereinafter defined) for the purpose of installation, operation and maintenance of the Company's communications facility, together with a non-exclusive right of access for

purposes described in this Agreement, from the nearest public road to the Site in the location designated on the exhibit as "Proposed Lessee 5270 SF Access Easement"; and (c) ~~and~~ such additional space within and on the ~~Structure~~ Light Tower for the installation, operation and maintenance of wires, cables, conduits and pipes (the "Cabling Space") running between and among the Ground Space and Antenna Space and to all necessary electrical and telephone utility sources serving the ~~Structure~~ Light Tower or on the Site. For purposes of this Agreement those areas shall be referred to collectively as the "Leased Premises." In the event there are not sufficient electric and telephone, cable or fiber utility sources located on the Site, the County agrees to grant the Company or the local utility provider the right to install such utilities on, over and/or under the Site and to the ~~Structure~~Light Tower necessary for the Company to operate its communications facility, provided the location of such utilities shall be as reasonably designated by the County.

D. References to "Director" in this Agreement shall be interpreted to mean the Director of Parks and Recreation. Any County approvals required by this Agreement shall be in writing and shall be by the Director.

AGREEMENT

In consideration of mutual benefits and in reliance on the representations and warranties contained in this Lease Agreement, the parties agree as follows:

1. LEASED PREMISES AND RIGHTS GRANTED:

A. Subject to the terms of this Lease Agreement, the County leases the Leased Premises to the Company solely for the purposes of installation, operation and

maintenance of the Company's equipment and shelter, if any (the "Improvements"), as specified in ~~the~~ Exhibit~~s~~ A. The Company shall have the right to go upon or cause its employees and agents to go upon the Leased Premises seven (7) days a week, twenty-four (24) hours a day, for the stated purposes. All uses and access whenever mentioned in this Agreement shall be in compliance with this Agreement, with applicable requirements of the Federal Communications Commission ("FCC") and all other governmental agencies, whether federal, State or local and whether legislative, judicial or executive (collectively "Governmental Authorities), and shall be subject to the restrictions of Paragraph 8 below. Upon written request the Company shall provide the County with copies of all permits or other evidence of compliance. The County shall keep the ~~Structure~~Light Tower in good repair.

B. The County agrees to grant a permit to the Company in a form substantially similar to that attached as Exhibit D, at the location depicted in Exhibit A, at no cost to the Company and/or the public utility.

2. TERM:

A. This Lease Agreement shall be effective _____ (the "Effective Date"), and shall continue for a period of five (5) years (the "Initial Term") until _____ unless renewed or earlier terminated in accordance with provisions of this Lease Agreement.

B. This Lease Agreement shall be automatically renewed for four (4) additional five (5) year terms (individually, a "Renewal Term") as long as the Company gives the County written notice of its intention to renew not less than ninety (90) days prior to the expiration of the then current term. If written notice is given by the Company to the County to renew this Lease Agreement for a Renewal Term, this Lease Agreement shall be renewed for the requested

Renewal Term at rental rates calculated in accordance with Paragraph 5 below. All terms, covenants and conditions of this Lease Agreement shall remain in full force and effect during all Renewal Terms.

3. INSTALLATION, OPERATION AND MAINTENANCE OF IMPROVEMENTS:

A. Construction Drawings. The Company shall submit construction drawings of the Improvements and a Schedule for the initial installation, including all information required by the Director (collectively, the "Construction Drawings") to the Director for review and approval prior to any use of the Site. For any construction, installations, alterations, including, repair, removal or relocation, except routine and/or emergency repairs, for which the drawings or plans need to be updated by the company shall be submitted as soon as practical following the repair or alteration. The installation and operation of initial equipment shown in the Construction Drawings shall be consistent with the equipment information depicted in Exhibit A and listed in Exhibit C. The Director shall have sixty (60) days from the date the Company submits the Construction Drawings to the County, for review and approval or disapproval

B. Construction and Installation. All use of the Site, construction, installations, and alterations, including maintenance, repair, removal or relocation shall be consistent with good engineering practices, in compliance with the specifications set forth in the Exhibits, in conformance with the Construction Drawings or amendments approved in writing by the County and in compliance with applicable requirements of Governmental Authorities. Installation of the Company's equipment and facilities shall be coordinated with the County so that all reasonable efforts are exerted to avoid Interference (as defined in Paragraph 14) with and/or interruption of

transmission by other Lessees on the ~~Structure~~Light Tower and the County, and to avoid obstruction or interruption of County operations of any kind.

C. Electrical and Other Utility Service. The County shall, at all times during the Term, provide electrical service within the Site sufficient for the operation of the Company's communications facility. The County reserves the right to interrupt electrical service to the Company at any time when in an emergency it is necessary to do so in the County's sole discretion, with prior notice, if practical. The County shall not in any way be liable or responsible to the Company for any loss, damage, liability or expense which the Company may sustain or incur as a result of such interruption.

D. Prior Approval of the County. All construction, installations, and alterations, including maintenance, repair, removal or relocation, except routine and/or emergency repairs and maintenance of any of the Company's Improvements on the Site shall require submission of plans with detail required by the Director and the prior written approval of the Director and shall be in compliance with any specifications or requirements of the Director and with the plans approved by the County. In the event emergency repairs and/or routine maintenance are needed, plans shall be submitted as soon as practical following the end of the emergency or maintenance. The County reserves the right, consistent with good engineering practices, to reasonably and within a reasonable time period approve or disapprove the plans and the actual changes or Improvements. In the event the changes or Improvements are not in accordance with the approved plans or do not meet the requirements of this Agreement, the County shall provide written notice to Company of such non-compliance. In the event Company has not corrected such non-compliance within thirty (30) days following written notice, County

may remove the Improvements or otherwise take the necessary action to restore the Site, at the expense of the Company.

E. As-built Plans. Within thirty (30) days after substantial completion of construction, installation or alteration of any of the Improvements, the Company shall provide the County with "as-built" plans for the Improvements certified as accurate by a licensed professional engineer.

F. Maintenance.

1) The Company shall provide all necessary maintenance and repair to the Company's Improvements located on the Leased Premises. Maintenance shall be conducted by the Company in accordance with generally accepted engineering and industry standards for similar facilities to assure that at all times the Company's equipment is in conformance with the requirements of those standards and of Governmental Authorities.

2) The County shall maintain the ~~Structure~~Light Tower and associated County facilities at the Site but not the Company's Improvements or those of other lessees.

G. Repair in the Event of Damage. The Company shall, at its own expense, promptly repair damage to the Leased Premises or to property of other lessees caused by the Company, its employees, contractors or subcontractors, in accordance with County specifications. If the Company does not complete such repairs within a reasonable period of time following notice of the need for such repairs by the County, the County may do so and the Company shall pay all costs within thirty days of the date of invoice.

4. TESTING: Before the Company's Improvements may be placed in operation, (i) the Company shall test (the "Initial Test") the Company's Improvements to ensure that the actual operation thereof will not cause Interference as defined in this Lease Agreement and shall provide the County with an intermodulation study and certification of lack of Interference by a licensed professional engineer ("Test Notice"), and (ii) the County's Director of Emergency Communications must approve in writing the Company's installation and Initial Test of its Improvements and verify that there is no Interference from the Company's operation. If the Company receives written notification stating that the County has disapproved the Initial Test, then the Company shall have the right to make any necessary adjustments to its Improvements and to resend the Test Notice to the County. The County shall have sixty (60) days after the company's submission of the Test Notice to notify the Company in writing whether the Initial Test and any subsequent test, if necessary, is approved or disapproved. The County grants the Company all reasonably necessary access to the Site to conduct the Initial Test and to use all reasonably necessary equipment at the Site to conduct the Initial Test. If the County determines that there is Interference that cannot be resolved within a reasonable period of time this Lease Agreement shall be terminated and Rent refunded to the Company on a pro-rata basis.

5. BASE RENTAL FEE, ANNUAL INCREASES, ADDITIONAL RENTAL FEES:

A. Base Rental Fee. On the Effective Date and on each anniversary of the Date, the Company shall pay to the County an annual rental fee in the amount of $2,500.00 Dollars per year ("the Base Rental Fee"). Any rental fee or other amounts payable by the Company in addition to the Base Rental Fee shall be referred to as "Additional Rental Fee". Each yearly Base Rental Fee payment shall be paid in advance to the County at the address stated in the signature block below or at such other place as the County shall specify by written

notice at least thirty (30) days in advance of the next payment by the Company to the County during the term of this Lease Agreement and any renewal. Upon agreement of the parties, the Company may pay fees by electronic funds transfer and in such event, the County agrees to provide to the Company bank routing information for such purpose upon request of the Company.

B. Increases In Base Rental Fee. There shall be no annual increase in the Base Rental Fee during the Initial Term. During each Renewal Term the Base Rental Fee shall be increased automatically on the anniversary of the Effective Date to an amount equal to the Base Rental Fee for the preceding year plus fifteen percent (15%), as follows: Month/Day/Year : ##########; Month/Day/Year: $##############; Month/Day/Year: $#########; Month/Day/Year: $##########. Such increased amount applicable for each Renewal Term will automatically be due and payable at the beginning of the Renewal Term, without notice from the County or other action by the parties.

C. Additional Rental Fees.

In the event of any breach of this Lease Agreement by the Company, other than a breach for failure to pay fees, which is not cured in accordance with Paragraph 19, if the County is compelled to incur any expense in order to resolve the conditions resulting from the breach, if additional amounts are due from the Company or if the County institutes or prosecutes any action or proceeding to enforce the County's rights hereunder in which the County prevails, the sum or sums so paid by the County shall be deemed to be Additional Rental Fees and shall be due from the Company to the County when invoiced.

6. LIMITATION OF USE: The Leased Premises are to be used by the Company only for those uses specified in Paragraph 1 above. No other use of the Leased Premises may be made by the Company without the prior written consent of the County.

7. PERMITS: The Company shall obtain and maintain, at its own expense, all authorizations or permits which may be required for the conduct of its business and operations as contemplated in this Lease Agreement, including installation and operation, and shall comply with the requirements and conditions of any permits.

8. THE COMPANY'S ACCESS RIGHTS: Subject to such reasonable security-related rules and regulations as the County shall from time-to-time promulgate, notifying the Company in writing thirty (30) days in advance of the effective date, the Company and the Company's employees, representatives, contractors and subcontractors shall have the right of 24-hour, seven days a week access to the Leased Premises, for purposes of installing, inspecting, maintaining, operating, repairing or removing equipment and facilities used by the Company in connection with its operations. The Company shall give reasonable advance notice to the Director when the Company needs access to the Site and the Director shall provide a timeframe for access, as soon as practical and in the interest of security, but within 24 hours of the request, except in case of emergency. In the event of emergency the Company shall give prior notice to the County if possible, or within a reasonable time thereafter. Only those employees, representatives, contractors and subcontractors of the Company of which the County has been informed in writing shall be allowed access to the Site. The County shall be given the option of assigning a representative to be present at all times when the Company is present at the Site. The Director may establish additional or more or less stringent access requirements by written

notification to the Company. However, in no event shall Company be unreasonably denied access to the Site.

9. THE COUNTY'S ACCESS AND INSPECTION RIGHTS: The County and the County's employees, representatives, and agents shall have the right to inspect and have access to the Company's Improvements located on the Site (except the Company's equipment on the ground) at any time and for all such purposes as may be deemed necessary in the County's sole discretion. To the extent practical, the County shall provide the Company with twenty-four (24) hours advance notice. In the event of emergency as determined by the County, the County, its employees and agents may enter for any purpose whatsoever (except the Company's equipment shelter), with prior notice, if practical.

10. TAXES: The Company shall pay any applicable taxes, assessments or levies directly assessed or imposed against the Improvements and all equipment and facilities or other property owned by the Company at the site and shall pay taxes, if any, attributable to the value of this leasehold interest.

11. REMOVAL/RELOCATION OF THE COMPANY'S IMPROVEMENTS: In the event that the County needs to perform painting or maintenance work on the ~~Structure~~Light Tower, which requires the temporary relocation of the Company's Improvements the parties agree to relocation, provided that: (i) the County shall provide the Company with one hundred eighty (180) days prior written notice of such temporary relocation; (ii) the Company shall obtain all necessary approvals and permits from all Governmental Authorities; (iii) the Company shall relocate the Improvements to another location on the Site mutually agreeable to the parties, in such manner as to minimize any Interference with the operations of either party; or the Company shall use a device that allows temporary relocation of the Improvements. In the

event the Company chooses not to relocate its equipment, the Company may terminate the Lease Agreement.

12. INSURANCE:

A. The Company shall, during the entire term of this Agreement maintain insurance of the types and with the limits listed in the attached Exhibit B. The Company shall cause all contractors and subcontractors performing work on its behalf to maintain workers' compensation and public liability insurance providing such coverages and limits of liability in accordance with the exhibit.

B. The Company shall not let the required insurance coverage lapse for any period of time during the term of this Lease Agreement and shall provide the County with authenticated copies of, certificates of insurance, and other evidence of coverage upon request.

13. OWNERSHIP OF THE COMPANY'S PROPERTY: The Improvements constructed and installed by the Company shall be and remain the sole property of the Company even if attached to the real estate. The Company shall be fully responsible for the safe condition and for replacement, maintenance, modification, rearrangement and removal of the Improvements installed in or upon the Leased Premises, and the County shall have no responsibility for the Improvements or any costs associated with the Improvements.

14. INTERFERENCE:

A. The term Interference shall mean: (1) a condition which constitutes interference within the meaning of the Regulations of the FCC, (2) a measurable, significant impairment, in accordance with generally accepted engineering standards, of the quality of signals from the Leased Premises, (3) a condition caused directly or indirectly by the Company resulting in the inability of any FCC licensed entity operating at the site before the date of this

Lease Agreement to conform to its FCC-Licensed parameters, in accordance with generally accepted engineering standards, or (4) a condition degrading, or interfering with the County's communications system, all as determined by the County, in accordance with generally accepted engineering standards.

B. The Company agrees to operate and maintain the Company's Improvements in such a manner as will not result in Interference. With regard to other lessees, the Company agrees that it will not modify the equipment initially installed, or install any additional equipment, or alter its operations in any manner which would result in Interference. The County shall take reasonable measures to assure that all other lessees operate and maintain their facilities and equipment located on the Site so as to avoid Interference with the operations of the Company.

C. Following completion of the Initial Test described in Paragraph 4 and during the Initial Term and all Renewal Terms, if any Interference is caused by the Company's signal or its equipment or facilities or by the manner of operation thereof, the parties shall cooperate and exercise their best efforts to eliminate such Interference. Upon notice to the Company from the County of any such Interference, the parties shall (1) promptly investigate the problem; (2) take all steps reasonably necessary to identify the nature of the problem; (3) exercise their best efforts to resolve the problem. If such Interference is not attenuated to limits acceptable to the County within forty-eight (48) hours after receipt by the Company of notice of Interference, the Company shall, at its option, either: (1) reduce transmitter power to such level as is necessary to eliminate the Interference pending completion and testing of supplemental measures to remove the Interference at the authorized power, or (2) terminate operation until the Interference is resolved to the satisfaction of the County. In the event of termination of

operations the Company may place temporary equipment at the Site, if specifications and location are approved by the County.

D. The Company shall reimburse the County for any costs and expenses incurred by the County in connection with efforts to attenuate any Interference caused by the Company's signal or the Company's antennae, equipment or facilities or by the manner of operation.

E. In the event of the need to correct or cure on an emergency basis, as determined by the County, any Interference, the County shall provide telephonic notice to the Company and the Company shall correct or cure the breach within twenty four (24) hours of the telephonic notice or within such additional period as may be approved by the County.

15. DAMAGE TO PREMISES: In the event the ~~Structure~~Light Tower is destroyed or substantially damaged by natural events or by other casualty, the County may, within ninety (90) days from the date of the damage or destruction, terminate this Lease Agreement by written notice to the Company. If the County does not terminate this Lease Agreement within that time period, the County may reconstruct or repair the ~~Structure~~Light Tower as soon as reasonably possible. The Company shall be entitled to a pro rata refund of any prepaid rental fee and to an abatement of the rental fee for such time as the Company is unable to conduct its normal activities as a result of such total or partial destruction or damage or need of repair. The Company agrees that the County shall have no liability for any claims or losses due to business interruption or any other circumstances. If the County does not reconstruct or repair the ~~Structure~~Light Tower or if such reconstruction or repair is not accomplished so that the Company can resume the normal communications operations of the Company and/or other activities within 90 days from the date its communications operations and/or other operations are

interrupted, the Company may terminate this Agreement upon thirty (30) days prior written notice to the County. The Company shall be solely responsible for repairing, restoring or replacing its own equipment and facilities.

16. LAWFUL APPROPRIATIONS: All obligations of the County pursuant to this Lease Agreement shall be subject to lawful appropriations by the County. If the County does not appropriate funds necessary to an obligation of the County, the County shall notify the Company in writing at least thirty (30) days prior to the beginning of the budget year for which such appropriation is not made by the County.

17. SALES, LEASES, ASSIGNMENTS AND SUBLETTING:

A. The County's Right to Sell or Lease.

1) Nothing in this Lease Agreement shall be construed as in any way limiting the County's right to use the Site or to lease, sell or grant rights for the use of the Site to any other party, so long as such use, lease, sale or grant is subject to the Company's rights under this Lease Agreement.

2) In the event the County sells the Leased Premises, and if the purchaser expressly assumes all of the covenants, agreements, liabilities and obligations of the County, then the County shall be automatically discharged and released, from and after the date of such sale, of all obligations on the part of the County contained in this Lease Agreement.

3) Should the County, at any time during the effective period of this Lease Agreement, decide to grant to a third party by easement or other legal instrument an interest in and to that portion of the ~~Structure~~Light Tower and or Leased Premises, or a larger portion thereof, for the purpose of operating and maintaining communications facilities or the management thereof, such sale or grant of an easement or interest therein shall be subject to this

Lease Agreement and any such purchaser or transferee shall recognize the Company's rights under the terms of this Lease Agreement.

B. Assignment or Sublet by the Company. The Company shall not assign this Lease Agreement in whole or in part at any time without the prior written permission of the County; provided however that the Company may assign this lease without permission to any affiliate, subsidiary, successor legal entity, or any entity acquiring all of the assets of the Company or its subsidiaries or affiliates provided that the Company shall give notice to the County within thirty (30) days after such assignment. The Company shall not enter into any arrangement or agreement with a third party for subletting, or in any way using any of the Leased Premises or equipment or facilities.

18. EMINENT DOMAIN: In the event of any taking of or damage to all or any portion of the Leased Premises by reason of exercise of the power of eminent domain, whether by a condemnation proceeding or otherwise or any transfer in avoidance of the power of eminent domain (collectively "Appropriation") during the term of this Lease Agreement or any extension or renewal thereof, rights and obligations of the County and the Company with respect to such Appropriation shall be as provided in this Paragraph:

A. In the event of an Appropriation which includes the entire ~~Structure~~Light Tower or which renders the ~~Structure~~Light Tower structurally unsound, this Lease Agreement shall terminate as of the date of the Appropriation and the Base Rental Fee provided for herein shall be prorated to the date the Company ceases operation from the ~~Structure~~Light Tower.

B. In the event of an Appropriation of a portion of the Leased Premises which does not include the entire ~~Structure~~Light Tower or render it structurally unsound, this Lease Agreement shall continue in force. Provided, however, that in such event the County or

the Company shall have the right (by written notice to the other party within forty-five (45) days after the Appropriation) to terminate this Lease Agreement if, in its reasonable judgment, the continued use of the remaining portion of the Leased Premises would be impractical.

C. All damages and proceeds payable on account of an Appropriation which results in termination of this Lease Agreement, except those directly related to the Company's equipment and/or the Company's operation at the Site, shall belong to the County.

D. In the event of an Appropriation which does not result in a termination of this Lease Agreement, the damages and proceeds payable on account of the Appropriation shall belong to the County. Following any such Appropriation, the Company shall be responsible for obtaining any portion of such Appropriation which may pertain to its equipment and/or operation at the site, and replacing all facilities and equipment taken or rendered unusable as a result of the Appropriation, and shall bear all removal and relocation costs with respect to its facilities and equipment. All other alterations and repairs which are reasonably required as a result of the Appropriation shall be the responsibility of, and shall be made as promptly as reasonably possible by, the County.

19. DEFAULT:

A. Events Of Default. The occurrence of any of the following events shall constitute an "Event of Default":

1) The failure by the Company to pay any rent or fees or other sum or expense required to be paid by the Company within thirty (30) business days after written notice from the County, or to perform any other of its obligations under this Lease Agreement within thirty (30) days after written notice from the County, provided the Company 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 Company commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion in accordance with a schedule and plan for such cure acceptable to the County;

2) The failure by the Company to cure conditions of non-compliance with any requirement of any Governmental Authorities within the time frame prescribed by the Governmental Authority. In that event the County may terminate this Lease Agreement immediately upon written notice to the Company.

3) The levying on or against the property of the Company on the Leased Premises of a writ of execution, lien or attachment which is not released or discharged within thirty (30) days;

4) The doing or permitting to be done by the Company of any act which creates a mechanic's lien or claim against all or any portion of the Leased Premises which is not released or otherwise provided for by indemnification satisfactory to the County within thirty (30) days;

5) The filing by the Company of a voluntary petition in bankruptcy or voluntary petition or answer seeking reorganization, arrangement, readjustment of its debts, or any other relief under the Federal Bankruptcy Act or under any other insolvency act or law; the making by the Company of a general assignment for the benefit of creditors; or the admission in writing by the Company of its inability to pay its debts as they mature; or

6) The filing of an involuntary petition against the Company in bankruptcy or seeking the Company reorganization, arrangement, readjustment of its debts or for any other relief under the Federal Bankruptcy Act or any other insolvency act or law, or the

involuntary appointment of a receiver or trustee of the Company, and the continuance of any such events for a period of ninety (90) days not dismissed, bonded, or stayed.

7) Any use of the Site which hampers or impedes County operations at the Site or use of the ~~Structure~~Light Tower.

B. The County's Rights Upon Default. Upon the occurrence of any Event of Default, following applicable cure period(s), the County, at its option, may terminate this Lease Agreement as of the date of the Event of Default upon written notice of the County's election given to the Company.

Upon any termination of this Lease Agreement, the Company shall surrender possession and vacate that portion of the Leased Premises as is used by the Company, remove its equipment in accordance with Paragraph 21(B) of this Lease Agreement, and restore the Site to its original condition and deliver possession to the County pursuant to the requirements of this Lease Agreement.

20. OPTIONAL TERMINATION: This Lease Agreement may be terminated by the Company following 180 days prior written notice to the County if it is unable to obtain or maintain any license, permit, or other governmental approval necessary for the construction and/or operation of the Improvements or Company's business, or if the Leased Premises is no longer technically compatible for the Company's business use. This Lease Agreement may also be terminated (a) by County if the County decides, in its sole discretion and for any reason, to discontinue use of the ~~Structure~~Light Tower or determines that the Leased Premises are needed for County purposes, or that the Company's use of the Leased Premises hampers or impedes the County's use of the ~~Structure~~Light Tower or the Site; (b) by County if it determines, in its sole discretion, that the ~~Structure~~Light Tower is structurally unsound, including but not limited to

consideration of age of the ~~structure~~Light Tower, damage or destruction of all or part of the ~~Structure~~Light Tower from any source, or factors relating to the condition of the ~~Structure~~Light Tower and substantiated by a structural analysis performed by a licensed architect or engineer, the results of which are provided to Company prior to termination; or (c) by County, if, after written notice to the Company of an operational condition jeopardizing the public health, safety or welfare and elapse of a reasonable period of time to correct the condition, and if the Company fails to correct the condition and the Board of Supervisors following written notice to the Company determines that continued use of the ~~Structure~~Light Tower by Company is a threat to public health, safety or welfare or violates applicable laws or ordinances after said period of time.

21. TERMINATION:

A. Surrender Of Premises. Upon the expiration or termination of this Lease Agreement, the Company's rights with respect to possession and use of the Leased Premises shall terminate.

B. Removal Of Improvements. The Company shall, upon expiration or termination of this Lease Agreement, have sixty (60) days to remove all of its Improvements from the Leased Premises in accordance with plans submitted to the County and approved prior to the start of removal. Removal shall not result in any material damage to the ~~Structure~~Light Tower or any other equipment or property of the County or other Lessees or Licensees located on the Leased Premises. The Leased Premises shall be restored to their original condition, ordinary wear and tear excepted, at the Company's sole expense, pursuant to the plans approved in writing by the Director prior to the start of removal and restoration. The County shall have the right to inspect the Leased Premises following the removal of the Company's Improvements to

ensure the Company's removal was in accordance with the requirements of this Paragraph. In the event removal and restoration are not completed in accordance with this Paragraph the County may take all actions necessary for completion and the Company shall pay all related necessary costs within thirty days of the date of written invoice.

C. In the event of termination of this Lease Agreement by the County following an Event of Default by the Company or optional termination by the Company as provided for, the Base Rental Fee shall not be pro-rated and the County shall have the right to retain the amount of the Base Rental Fee paid by the Company for the rental year in which the Lease Agreement is terminated.

22. ENVIRONMENTAL AND RELATED REQUIREMENTS:

A. The Company's Responsibility. The Company agrees that its equipment, facilities and supplies located on or about the Leased Premises and activities within the Leased Premises will, at all times during the Company's occupancy and use of the Leased Premises, be kept and maintained in compliance with requirements of all Governmental Authorities including environmental laws regulating petroleum products, asbestos or other toxic, radioactive or hazardous wastes or materials or the clean-up or removal of damage caused by any of the foregoing (collectively, the "Environmental Laws"). In the event the requirements of this provision are not met, the County shall send written notice to the Company and the Company shall have thirty (30) days to take any actions necessary to bring the Leased Premises into compliance, at the expense of the Company.

B. The County's Responsibility. The County agrees that its equipment, facilities and supplies will, at all times during the County's occupancy and use of the Site, be kept and maintained in compliance with all Environmental Laws. In the event the requirements

of this provision are not met, the Company shall send written notice to the County and the County shall have thirty (30) days to take any actions necessary to bring the Site into compliance, at the expense of the County.

C. Inspections By The County. The County and its engineers, technicians, and consultants (collectively, the "Auditors") may, from time to time as the County deems appropriate, conduct periodic tests and examinations ("Audits") of the Leased Premises, excluding access to the Company's Improvements, to confirm and monitor the Company's compliance with the requirements of this Paragraph; provided that the Auditors and any and all County employees, representatives, and/or agents shall be accompanied by an employee, representative or agent of the Company during the Audits. The Company shall fully cooperate with the County and its Auditors in the conduct of such Audits. The costs of such Audits shall be paid by the County unless Audit shall disclose a material failure of the Company to comply with this Paragraph, in which case the cost of such Audit and the cost of all subsequent Audits until compliance has been restored shall be paid by the Company.

23. INDEMNITY: The Company shall indemnify the County, its officials, employees and agents, and hold them harmless from all personal injury and/or property damage losses and claims arising out of or resulting from the Company's, its officials', employees', contractors', subcontractors', or agents' negligent or intentional acts, and shall pay all costs of defense of any claims including attorney's fees. This indemnity obligation shall survive the expiration or earlier termination of this Lease Agreement.

24. CONSULTANTS' FEES: During the term of this Lease Agreement and any renewals, the Company shall reimburse the County, up to a total amount of Three Thousand Five Hundred and No/100ths Dollars ($3,500.00), for any fees of engineering consultants retained by

the County for purposes of administering this Lease Agreement. Such payments shall be due thirty (30) days after the date of invoice. In the event during the lease term the County incurs fees of engineering consultants that exceed the total reimbursement amount of Three Thousand Five Hundred and No/100ths Dollars ($3,500.00), the County shall obtain the Company's consent prior to sending an invoice for reimbursement for such fees. The Company's consent to reimburse the County shall not be unreasonably withheld, conditioned or delayed.

25. REMEDIES:

A. Waiver. The failure of the County or the Company to insist on strict performance of any of the terms and conditions of this Lease Agreement shall not be deemed a waiver of the rights or remedies that the County or the Company may have regarding that specific instance nor shall it be deemed a waiver of any subsequent breach or default of the same of any other term or condition hereof.

B. Cumulative Nature. All rights and remedies of the parties herein enumerated shall be cumulative and none shall exclude any other right or remedy allowed at law or equity which the non-defaulting party may have by reason of an Event of Default, and rights and remedies may be exercised and enforced concurrently and whenever and as often as occasion arises; provided, however, that the Parties shall use reasonable efforts to mitigate their respective damages in connection with an Event of Default by the other party.

26. NOTICES: Whenever any notices are required or permitted to be given pursuant to this Lease Agreement, the same shall be in writing and shall be deemed given when deposited in the United States registered or certified mail, postage prepaid and return receipt requested, or other receipted mail or delivery, addressed as follows:

If to the County: Hanover County Administrator
7516 County Complex Road
P.O. Box 470
Hanover, Virginia 23069

If to the Company: Cellco Partnership d/b/a Verizon Wireless
180 Washington Valley Road
Bedminster, New Jersey 07921
Attention: Network Real Estate

Either party may change the above information during the term of this Agreement by written notice to the other party. With respect to the notices of Interference, such notice shall be made orally or in writing to any one of the people designated by the Company or the County for such purpose. Each party shall provide the other with a list of the names, addresses and telephone numbers of the people so designated and shall insure the continuing accuracy of that information. In the event a party, upon exercise of reasonable effort, is unable to communicate with one of the designated people in order to give notice of Interference, written notice shall be given by hand delivery or other receipted delivery to the other party's place of business stated below.

27. SUCCESSORS: This Lease Agreement shall be binding upon and inure to the benefit of the parties and their successors and assigns subject to any provisions of this Lease Agreement to the contrary.

28. ENTIRE AGREEMENT: This Lease Agreement contains the entire agreement between the parties and cannot be changed or terminated except by a written instrument subsequently executed by the parties hereto. In the event any provision of the Lease Agreement is found to be invalid or unenforceable, such finding shall not affect the validity and enforceability of the remaining provisions of this Lease Agreement.

29. GOVERNING LAW: This Lease Agreement shall be construed in accordance with and governed by the laws of the Commonwealth of Virginia. Any legal actions pertaining to or arising out of this Lease Agreement shall be filed and maintained in the Hanover County General District or Circuit Court.

30. DESCRIPTIVE HEADINGS: The descriptive headings and numbering of the several Paragraphs of this Lease Agreement are inserted for convenience only and shall not be deemed to affect the meaning or construction of any of the provisions.

31. PLANS AND EXHIBITS: Plans, schedules and exhibits are incorporated into this Lease Agreement only to the extent that they meet requirements of Governmental Authorities, and provide for Improvements which do not create Interference with any County communications. In the event it is determined by the County that plans and exhibits do not comply with requirements, or describe Improvements creating Interference, the County may request that they be amended. In that event, if there are no amendments within a reasonable time period, all as determined by the County, the County may elect to terminate this Lease Agreement.

32. RECORDING: The County and Company shall execute a Memorandum of Lease Agreement ("MOL") which the Company shall record in the Hanover County Circuit Court Clerk's Office. The date set forth in the MOL is for recording purposes only and bears no reference to commencement of either the Term or rent payments. The Company shall send a copy of the recorded MOL to the County at the County's notice address stated above.

[SIGNATURE PAGE FOLLOWS]

The signatures of the authorized representatives of the parties are set out below in acknowledgment of this Lease Agreement.

Approved as to form:

_____
Yvonne S. Gibney
~~Senior Assistant~~Deputy County Attorney

Approved as to substance:

_____
Director
Department of Parks and Recreation

HANOVER COUNTY, a political subdivision of the Commonwealth of Virginia

Date: _____

_____(SEAL)
County Administrator/Deputy County Administrator
7516 County Complex Road
P.O. Box 470
Hanover, Virginia 23069

COMPANY:

CELLCO PARTNERSHIP D/B/A
VERIZON WIRELESS

Date: _____

By: _____
Name: David R. Heverling
Title: Area Vice President Network

EXHIBIT A

(Lease Exhibit: Site Plan (Sheet LE-1) and Elevation View (Sheet LE-2) showing Lease Area, Access Easement, Underground Power Line, and Location of Lessee Equipment)

EXHIBIT B

INSURANCE REQUIREMENTS

Hanover County, VA Tower Leases

	Coverage Required	Limits (Figures Denote Minimums)	
1.	Workers' Compensation	Statutory limits of the Commonwealth of Virginia	
2.	Employers' Liability	$1,000,000 accident, $1,000,000 disease	
3.	Commercial General Liability	$4,000,000	Combined single limit for BI & PD each occurrence
	General aggregate	$4,000,000	
	Premises/Operations		
	Independent Contractors		
	Products and Completed Operations	$4,000,000	Aggregate
	Contractual Liability		
	Personal Injury Liability	$4,000,000	Each offense and aggregate
4.	Automobile Liability	$4,000,000	BI & PD, each accident
	(Owned, Hired & Non-owned)		

Requirements for all insurance coverage:

The Certificate holder shall be Hanover County, Virginia, Attn: Purchasing Department, P.O. Box 470, Hanover, Virginia 23069-0470. The Certificate shall state that Hanover County, its elected and appointed officials and employees, are included as additional insureds under the Commercial General policies. The policies shall provide, or shall be endorsed by blanket endorsement to include the additional insured requirement.

All required insurance coverage must be underwritten by insurers legally allowed to do business in the Commonwealth of Virginia and acceptable to the County. The insurers must also have a policyholders' rating of "A-" or better, and a financial size of "Class VII"

or better in the latest evaluation by A. M. Best Company, unless County grants specific written approval of an exception.

Policies shall be endorsed to provide thirty (30) days written notice to the County of non-renewal or cancellation.

EXHIBIT C

(Initial Equipment List)

Elevation: _____

Mount: _____

Antenna Information: _____
_____
_____

Transmission Lines: _____

EXHIBIT D
Form of County Permit

LIST OF EXHIBITS

Exhibit A	Site Plan and Elevation depiction of Improvements and Access from public road, including utility access, if any
Exhibit B	County's Initial Insurance Requirements for Contractors and Subcontractors
Exhibit C	Initial Equipment List
Exhibit D	Form of County Permit