

INTRODUCED: July 7, 2025

AN ORDINANCE No. 2025-165

To authorize the Chief Administrative Officer, for and on behalf of the City of Richmond, to execute a Lease Agreement between the City of Richmond and New Cingular Wireless PCS, LLC for the purpose of allowing New Cingular Wireless PCS, LLC to continue to maintain and operate a telecommunications facility at 3518 North Hopkins Road.

Patron – Mayor Avula

Approved as to form and legality
by the City Attorney

PUBLIC HEARING: JUL 28 2025 AT 6 P.M.

THE CITY OF RICHMOND HEREBY ORDAINS:

§ 1. That the Chief Administrative Officer, for and on behalf of the City of Richmond, be and is hereby authorized to execute a Lease Agreement between the City of Richmond and New Cingular Wireless PCS, LLC for the purpose of allowing New Cingular Wireless PCS, LLC to continue to maintain and operate a telecommunications facility at 3518 North Hopkins Road. The Lease Agreement shall be approved as to form by the City Attorney and shall be substantially in the form of the document attached to this ordinance.

§ 2. This ordinance shall be in force and effect upon adoption.

AYES: _____ NOES: _____ ABSTAIN: _____

ADOPTED: _____ REJECTED: _____ STRICKEN: _____

LEASE AGREEMENT

THIS LEASE AGREEMENT (this "Agreement") is made this ____ day of _____, 20__ (the "Effective Date") by and between the **CITY OF RICHMOND**, a municipal corporation of the Commonwealth of Virginia, hereinafter designated as Landlord, and **New Cingular Wireless PCS LLC**, successor in interest to Triton PCS Property Company, L.L.C., hereinafter designated as Tenant. Landlord and Tenant are at times collectively referred to hereinafter as the "Parties" or individually as a "Party."

RECITALS

- A. Landlord owns that certain real property located at 3518 North Hopkins Road, Richmond, Virginia 23224, shown on the Tax Map for the City of Richmond, Virginia, as Tax Parcel No. S0071217005 (the "Property"), and certain improvements on the Property, including a telecommunication tower and telecommunication facilities, all as shown on "Exhibit A," attached hereto and made a part hereof.
- B. Upon information and belief, on May 25, 1999, pursuant to City of Richmond Ord. No. 99-160-131 adopted May 10, 1999, Landlord entered into that certain Lease Agreement (the "Initial Lease") with Tenant to lease a portion of the Property for the installation and operation of a communications facility.
- C. Upon information and belief, Landlord, pursuant to City of Richmond Ord. No. 2009-179-189 adopted October 26, 2009, entered into a First Option to Renew and Amend Lease Agreement with Tenant to renew and amend the Initial Lease.
- D. Tenant desires to lease from Landlord a portion of the Property (the "Leased Premises," as defined herein) for the purpose of installing, maintaining, repairing and operating a communications facility.
- E. Landlord is willing to lease the Leased Premises to Tenant in accordance with the terms of this Agreement.

AGREEMENT

NOW, THEREFORE, for and in consideration of the promises and covenants contained in this Agreement and for other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged by the Parties, the Parties agree as follows:

1.0 Recitals. The foregoing recitals are true and correct and are incorporated in this Agreement by reference.

2.0 Definitions. Words, terms and phrases used in this Agreement shall have the meanings ascribed to them by the sections below, unless the context clearly indicates that another meaning is intended.

2.1 Access Route. “Access Route” means the access route incident to this Agreement, as further defined in Section 3.3 herein, and as shown on Exhibit B, attached to and made a part of this Agreement.

2.2 Additional Facilities. “Additional Facilities” means any utility wires, poles, cables, conduits, pipes and other facilities appurtenant to the Communications Facility and necessary for its operation, all as described in Exhibit D, attached hereto and made a part hereof.

2.3 Business Day(s). “Business Day(s)” means that day that is neither a Saturday, a Sunday, nor a day observed as a legal holiday by the City of Richmond, Virginia, the Commonwealth of Virginia or the United States government.

2.4 City Council. “City Council” means the City Council for the City of Richmond, Virginia.

2.5 Commencement Date. “Commencement Date” means the date on which the Term begins, which date shall be determined in accordance with Section 6.1 of this Agreement.

2.6 Communications Facility. “Communications Facility” means, with the exception of equipment, facilities, and other improvements installed by Landlord or pursuant to a separate agreement with Landlord, all towers, support structures, dishes, antennas, receivers, cables, wires and other such equipment, facilities and improvements for the conduct of personal communications services, cellular radio telephone, and other telecommunications operations that Tenant installs or constructs or permits to be installed or constructed, or that Tenant or any prior tenant has installed or constructed or has permitted to be installed or constructed within the Leased Premises since May 25, 1999, all as shown on Exhibit C, attached to and made a part of this Agreement.

2.7 Day(s). “Day(s)” means a calendar day, except that if any period of Days referred to in this Agreement shall end on a Day that is not a Business Day, then the expiration of such period shall be automatically extended until the end of the first succeeding Business Day.

2.8 Director. “Director” means the director of the City’s Department of Emergency Communications, Preparedness, & Response.

2.9 Governmental Approvals. “Governmental Approvals” means all certificates, permits and other approvals that may be required by any federal, state or local authorities.

2.10 Hazardous Substances and Wastes. “Hazardous Substances and Wastes” means those hazardous substances and hazardous wastes as defined in the Comprehensive Environmental Response Compensation and Liability Act, 42 U.S.C. §§ 9601 et seq., and the Resource Conservation and Recovery Act, 42 U.S.C. §§9601 et seq., respectively, and in any regulations promulgated thereto.

2.11 Indemnifiable Loss. “Indemnifiable Loss” means (i) any amount awarded in, or paid in settlement of, any Proceeding, including any interest, (ii) any reasonable out-of-pocket expense incurred in defending a Proceeding or in any related investigation or negotiation, including court

filing fees, court costs, arbitration fees, witness fees, consultants' fees, experts' fees, and attorneys' and other professionals' fees and disbursements, and (iii) costs incurred in connection with any investigation or audit of site conditions and any remedial, removal, or restoration work required by any governmental authority.

2.12 Indemnified Parties. "Indemnified Parties" or "Indemnified Party" means the City and all of its agents, employees, officers, volunteers, contractors, legal representatives, successors and assigns, and each of them.

2.13 Initial Term. "Initial Term" means the initial five-Year term of the Lease, to begin on the Commencement Date.

2.14 Interference. "Interference" means material degradation, interruption or blockage of signals transmitted from or received on the Property, or acts which prevent or obstruct a party from maintaining its equipment on the Property.

2.15 Laws. "Laws" means (i) all applicable laws, rules, regulations, ordinances, directives, covenants, easements, zoning and land use regulations; (ii) all restrictions of record, permits, and building codes, and; (iii) the requirements of any applicable fire insurance underwriter or rating bureau, now in effect or which may hereafter come into effect.

2.16 Lease. "Lease" means Landlord's lease of the Leased Premises to Tenant, pursuant to this Agreement.

2.17 Leased Premises. "Leased Premises" means those portions of the Property the Landlord leases to Tenant, as shown on Exhibit C.

2.18 Permitted Use. "Permitted Use" means the installation, repair, maintenance, operation, housing, removal, modification, and replacement of the Communications Facility and the Additional Facilities, and any portion thereof.

2.19 Plans. "Plans" means any working drawings, plans, and specifications detailing the location, size, and other information, as Landlord may require, of any construction, installation, alteration, removal, replacement, or other work relating to the Communications Facility or the Additional Facilities.

2.20 Proceeding. "Proceeding" means any judicial, administrative, or arbitration action, suit, claim, investigation, or proceeding.

2.21 Rental Fee. "Rental Fee" means the annual payment Tenant will pay Landlord during the Term, as further defined in Section 5.1 below.

2.22 Tenant Parties. "Tenant Parties" or "Tenant Party" means Tenant; any licensee of Tenant; and all officers, employees, agents, contractors, subcontractors, and invitees of (i) Tenant or (ii) any licensee of Tenant, and each of them.

2.23 Term. “Term” means the duration of the Lease, to include the Initial Term plus all Term Extensions.

2.24 Term Extension. “Term Extension” means a five-year period subsequent to the Initial Term for which this Agreement is renewed.

2.25 Year. “Year” means each period during the Term that begins on the Commencement Date or any anniversary thereof and ends 12 months therefrom at 11:59 p.m. on each anniversary of the date that immediately precedes the Commencement Date.

3.0 Leased Premises; Access.

3.1 Lease. Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, the Leased Premises, subject to the terms of this Agreement. Tenant accepts the Leased Premises “AS IS”, without relying on any representation, covenant or warranty by Landlord other than as expressly set forth in this Agreement.

3.2 Permitted Use of Leased Premises. Subject to the terms of this Agreement, Tenant shall have the right during the Term to use the Leased Premises only for the Permitted Use.

3.3 Access. Tenant may not enter or permit or arrange for another party’s entry upon the Property for any reason related to this Agreement unless otherwise permitted by this Agreement or by Landlord in writing. Landlord grants to Tenant, for the duration of the Term, a non-exclusive Access Route benefitting the Leased Premises extending from Hopkins Road to the Leased Premises for ingress and egress to and from the Leased Premises on foot or motor vehicle, as shown on Exhibit B. Except in cases of emergency, Tenant shall not enter upon or permit or arrange for another party’s entry upon the Access Route or the Leased Premises without obtaining prior consent from Landlord, which consent Landlord shall not unreasonably withhold, condition, or delay. Events in which such consent shall be deemed reasonably withheld shall include, without limitation, (i) failure by any Tenant Party to demonstrate it maintains the insurance policies described in Section 18 of this Agreement as of the day or days of desired access, (ii) failure by any Tenant Party to acknowledge its awareness of, understanding of, and intent to adhere to the requirements of all Laws that govern the work to be performed, and (iii) inability by any party seeking entry to demonstrate it is a Tenant Party. Tenant shall request access consent from Landlord by email at dec-towers@rva.gov at least seventy-two (72) hours in advance of the time of desired entry, which request must include both the reason for Tenant’s or any Tenant Party’s desired entry and a work schedule detailing work to be performed during the period of desired access.

4.0 Term.

4.1 Initial Term. The Initial Term shall be for five Years, to begin on the Commencement Date.

4.2 Renewal Terms. Subject to Landlord’s approval, and so long as Tenant is not in default beyond any applicable grace or cure period, Tenant shall have the option to renew this Agreement for five separate Term Extensions. Tenant shall notify Landlord of its desire to exercise each Term Extension at least 180 Days prior to expiration of the Term. The Director or their designee shall

notify Tenant within 60 Days after receipt of said notification whether the Director wishes to grant the requested Term Extension, but such Term Extension shall be subject to final approval by the City Council.

5.0 Rent.

5.1 Rental Fee; Payment Date; Escalation. Tenant shall pay Landlord annual rent for the Lease in the form of the Rental Fee. The Rental Fee shall be FORTY-SEVEN THOUSAND DOLLARS (\$47,000.00) for the first Year of the Initial Term, which Tenant shall pay Landlord within 45 Days following the Commencement Date. For each remaining Year of the Initial Term, Tenant shall pay Landlord, on each anniversary of the Commencement Date, a Rental Fee equal to one hundred three percent (103%) of the Rental Fee in effect for the prior Year.

5.2 Method of Payment. Tenant shall remit each Rental Fee payment to the City of Richmond Department of Emergency Communications, Preparedness, & Response at the following address:

City of Richmond
Department of Emergency Communications, Preparedness, &
Response
3516 N. Hopkins Road
Richmond, Virginia 23224
Attn: Director

Upon written agreement of the Parties, Tenant may pay the Rental Fee by electronic funds transfer, in which event Landlord will provide bank routing information to Tenant for such purpose.

5.3 Rental Fee Upon Renewal. Upon any renewal of this Agreement, the Rental Fee for the first Year of any Term Extension shall be (i) a sum Landlord deems appropriate and in no event less than 103% of the Rental Fee for the prior Year and (ii) due and payable on the anniversary of the Commencement Date in the calendar year this Agreement is renewed. The Rental Fee for each subsequent Year of any such Term Extension will be due on each anniversary of the Commencement Date and will escalate yearly at the same rate set forth in Section 5.1 above.

6.0 Commencement Date; Communications Facility Work; Ownership.

6.1 Commencement Date. The Commencement Date will be the Effective Date.

6.2 Submittals Prior to Communications Facility and Additional Facilities Work; Amendment Required. Unless otherwise permitted by this Agreement, Tenant may not perform or allow or authorize to be performed any construction, installation, alteration, removal, replacement, or other work of, on, or relating to the Communications Facility or the Additional Facilities before it has received written approval from the Director or their designee of each of the below-enumerated items in this Section 6.2 (the "Submittals"), all to be submitted to the Director or his designee at least ninety (90) Days in advance of the performance of the work:

- (i) the Plans;

(ii) evidence of issuance to Tenant, or to an appropriate Tenant Party, of all Governmental Approvals required for construction, installation and operation of all items included in the Plans;

(iii) certification by a professional engineer licensed in the Commonwealth of Virginia and primarily experienced with the design and operation of communication equipment, antenna support structures, and antennas that the non-ionizing electromagnetic radiation emitted from the Communications Facility and any related facilities and structures will not result in a level of exposure at any point beyond the outer limits of the Leased Premises that exceeds the lowest applicable exposure standards established by any regulatory agency of the United States government or by the American National Standards Institute;

(iv) assurances by an expert in the field of telecommunications technology, through production of an intermodulation study, that the Communications Facility and any related facilities and structures will not interfere with or otherwise restrict the use and effectiveness of any telecommunication system operated by Landlord, including but not limited to Landlord's emergency communications system.

(v) a structural analysis report detailing (i) the effect of the load imposed by any constructed or installed facilities upon any structures or other facilities owned by Landlord, which report shall be performed by a structural engineer licensed in the Commonwealth of Virginia, and (ii) any other related information the Director may require.

Tenant acknowledges that amendment to this Agreement shall be a condition precedent to the performance of any work requiring Landlord's approval of the Submittals, to the extent the Director or their designee determines the depictions of the Communications Facility and the Additional Facilities attached to this Agreement do not already show the intended as-built outcome of such work.

6.3 Additional Preconditions for Communications Facility and Additional Facilities Work. Any work to be performed in connection with the Communications Facility or the Additional Facilities may only be performed by (i) a qualified employee of the Tenant, or (ii) a qualified contractor (but in the event of a contractor whose work involves climbing a tower structure, a certified contractor). Any party performing such work shall carry the insurance described in Section 19.0 of this Agreement, as well as all licenses or certifications commonly recognized in the applicable industry.

6.4 Maintenance and Repair. Tenant, without submitting any of the items described in Section 6.2 above unless required by the Laws, may maintain and repair the Communications Facility and the Additional Facilities or any part thereof.

6.5 Ownership of Improvements. The Communications Facility and the Additional Facilities shall be and remain the property of Tenant, and Landlord's equipment and facilities shall be and remain the property of Landlord.

7.0 Utilities and Services; Taxes. Tenant shall be responsible for and pay all costs and charges for utilities and services furnished to the Leased Premises for the benefit of Tenant Parties, including but not limited to electricity, telephone, coaxial or fiber optic cable, satellite, internet access, trash removal, and other services and utilities. Tenant shall obtain such services in its own name and timely pay all charges directly to the provider. Landlord shall not be responsible or liable for any interruption in such services, nor shall such interruption affect the continuation or validity of this Agreement. Tenant shall pay, as and when the same shall become due and payable, all taxes and other governmental impositions and charges imposed upon or assessed against the Leased Premises or any of Tenant's improvements or personal property thereon.

8.0 Interference.

8.1 Generally. No portion of the Communications Facility or the Additional Facilities, including without limitation the type and frequency and the installation, operation, maintenance, and any modification thereof, shall cause Interference, as may be measurable in accordance with then existing industry standards and any applicable Laws, to any property of Landlord or of other tenants or licensees occupying the Property as of the Commencement Date. In the event Landlord notifies Tenant that any portion of the Communications Facility or Additional Facilities is causing such Interference, Tenant shall take or cause to be taken all reasonable steps necessary to correct and eliminate the Interference, including but not limited to powering down such equipment and later powering up such equipment for intermittent testing. Failure by Tenant to ensure such Interference is corrected within thirty (30) Days from receipt of notice thereof shall constitute a default under this Agreement as described in Section 23 below.

8.2 Interference with City of Richmond Emergency Communication Center.

8.2.1 Tenant to Cease Operations; Notice. Notwithstanding anything to the contrary in Section 8.1 above, in the event Landlord notifies Tenant that Interference caused by any portion of the Communications Facility or the Additional Facilities has disabled operating public safety communication systems owned by Landlord, Tenant shall immediately cease and desist operations, or modify operations, and shall cause any applicable Tenant Parties to do the same, such that Interference to the public safety systems is abated. Landlord will notify Tenant of such Interference at the telephone number listed in Section 9.3 below, and Landlord will provide Tenant prompt cooperation and assistance in eliminating such Interference. All proposed methods of testing for and eliminating such Interference shall be subject to approval of Landlord's technical staff or consultant, which approval Landlord will not unreasonably withhold, condition or delay.

8.2.2 Time to Correct. If Interference to Landlord's public safety communication systems due to any portion of the Communications Facility or the Additional Facilities is limited to a specific number of channels representing less than 10% of the total capacity of the system affected, Tenant shall correct such Interference within 168 hours of receipt of notice. If such Interference affects between 11% and 25% of the total capacity of the Landlord's public safety communications systems, Tenant shall correct such Interference within 72 hours from its receipt of notice thereof. If such Interference affects more than 25% of the total capacity of the Landlord's

public safety communication systems, Tenant shall immediately power down the Communications Facility and cease or cause to be ceased the operation thereof, which operation shall not be renewed until Tenant and Landlord agree that per the results of intermittent testing of the Communications Facility, the renewal of operation thereof will not result in Interference to Landlord's public safety communication systems. Notwithstanding the terms of Sections 22.0 or 23.0 below or anything to the contrary in Section 8.1 above, if Tenant fails to correct its Interference within the timeframes set forth in this paragraph, Landlord may correct such Interference at no expense or liability to Landlord, and Tenant shall reimburse Landlord for the cost thereof.

8.3 Interference with Tower.

8.3.1 Interference Not Permitted. Tenant shall not interfere with nor permit interference with, and shall ensure neither the Communications Facility nor the Additional Facilities interfere with, the use, maintenance, repair and operation of any tower of Landlord.

8.3.2 Tenant Solely Responsible for Equipment During Maintenance and Repair. Tenant will be solely responsible for protecting the Communications Facility and Additional Facilities during any use, maintenance, repair or operation of any of Landlord's towers by Landlord or Landlord's employees, agents, or contractors, including but not limited to sandblasting, painting, and construction. Landlord agrees to provide advance written notice to Tenant of such work as soon as practicable, but in no case less than 15 days prior to such work, except in cases of emergency. Tenant hereby releases Landlord and its employees, agents, and contractors from any claims resulting from any damage that may result to the Communications Facility or the Additional Facilities during any use, maintenance, repair, or operation of any of Landlord's towers.

8.4 Emergency Condition. Upon discovery by either Landlord or Tenant of an emergency condition, including Interference, equipment outage, or damage, in or affecting equipment belonging to either Party, the Party discovering the emergency condition shall notify the other by telephone at the following 24 hour response numbers:

Landlord
City of Richmond Emergency Communications Supervisor
(804) 646-5110

Tenant
AT&T Network Operations Center
(800) 638-2822

8.5 Sharing of Technical Information. Tenant agrees to provide pertinent technical information to any prospective tenants or licensees of the Property who may wish to install communications equipment on the Property, which information shall include the locations of the Communications Facility and Additional Facilities and the nature of the equipment, operating frequencies and power output thereto.

9.0 Compliance With Laws; Governmental Approvals; Liens

9.1 Compliance With Laws. During the Term, Tenant shall, at its sole cost and expense and in respect to the condition of the Leased Premises and the Access Route and the use of both, comply with and ensure compliance by all Tenant Parties with all applicable Laws, including but not limited to all building codes. Tenant further agrees to not use or allow any use or occupation of or entry upon the Leased Premises or the Access Route in violation of the Laws, nor to suffer any act done or the existence of any condition on the Leased Premises, the Access Route, or any portion of either, or any article to be brought thereon, which may be dangerous (unless safeguarded as required by the Laws) or which may, in law, constitute a nuisance, or which may make void or avoidable any insurance then in force on either the Leased Premises or the Access Route.

9.2 Governmental Approvals. Tenant acknowledges and agrees that Tenant's and any Tenant Party's ability to use the Leased Premises for the Permitted Use is contingent upon its obtaining all Governmental Approvals necessary for the Permitted Use.

9.3 Liens. Tenant shall not encumber the Leased Premises with any materialmen's or mechanic's lien, nor shall Tenant suffer or permit any such lien to exist. Should any such lien hereafter be filed as a result of Tenant's actions or failure to act, Tenant shall, at its sole cost within 30 Days after the lien is filed, discharge the lien or post a bond in the amount of the lien.

9.4 Agreement Not to Collect Certain Fees and Expenses. Tenant, on behalf of itself and its parent companies, subsidiaries, and affiliates, agrees not to bill or otherwise attempt to collect payment from Landlord for fees or expenses incurred with responding to subpoenas duces tecum, subpoenas for witnesses, search warrants, or court orders issued to Tenant or to its parent companies, subsidiaries, or affiliates as part of any of Landlord's criminal investigations or subsequent prosecutions, provided that any individual request or subpoena, search warrant, or court order does not impose an undue burden or cost on Tenant. If Tenant believes the subpoena, search warrant, or court order imposes an undue burden or cost on Tenant, Tenant has an obligation to bring the issue forward to the Circuit Court of the City of Richmond, Virginia, for determination pursuant to applicable law. Tenant, on behalf of itself and its parent companies, subsidiaries, and affiliates, hereby waives any outstanding balance of fees or expenses attributed to Landlord for Tenant's and its parent companies,' subsidiaries,' and affiliates' compliance with or response to any such subpoenas, search warrants, or court orders. Assignment of this Lease shall not relieve Tenant of its agreements outlined in this Section 9.4.

10.0 Removal at End of Term. Tenant shall, upon expiration of the Term, or within forty-five (45) Days following the date of any earlier termination of the Agreement, have removed the Communications Facility, the Additional Facilities, and any other of its property, whether below, on, or above the ground, from the Leased Premises and shall have restored the Leased Premises and the Access Route to their original condition, reasonable wear and tear excepted. Landlord agrees and acknowledges that all portions of the Communications Facility and the Additional Facilities will remain the property of Tenant whether or not said items are considered fixtures and attachments to real property under applicable Laws, and that Tenant will have the right to remove the same at any time during the Term, subject to the terms of this Agreement. Within forty-five (45) Days from receipt of written demand from Landlord, Tenant shall pay to Landlord 150% of the Rental Fee on a daily pro rata basis for each Day Tenant fails to comply with the terms of this Section 10.0. Tenant's breach of any term of this Section 10.0 shall immediately constitute a

default under this Agreement, notwithstanding the cure periods set forth in Section 21.0 below. This Section 10.0 shall survive termination or expiration of this Agreement.

11.0 Holdover. Tenant shall have no right to retain possession of the Leased Premises or any part thereof beyond the expiration or termination of this Agreement, and any such instance shall be deemed a “holdover.” Tenant’s removal of its property from the Leased Premises in compliance with Section 10.0 above shall not be deemed a holdover. In the event of holdover, (i) Tenant shall vacate upon notice from Landlord; (ii) within forty-five (45 Days from receipt of written demand from Landlord, Tenant shall pay to Landlord 150% of the Rental Fee on a daily pro rata basis for each Day of holdover; (iii) a periodic tenancy shall not be deemed created regardless of the actions or lack thereof of Tenant or Landlord, including, but not limited to, Tenant’s possession of the Leased Premises and payment to Landlord, and Landlord’s acceptance of payment and failure to evict Tenant from the Leased Premises. Tenant’s breach of any term of this Section 11.0 shall immediately constitute a default under this Agreement, notwithstanding the cure periods set forth in Section 21.0 below. This Section 11.0 shall survive termination or expiration of this Agreement.

12.0 Quiet Enjoyment. Landlord covenants that Tenant, on paying the Rental Fee and performing the covenants, agreements, and conditions of this Agreement, shall peaceably and quietly have, hold, and enjoy the Leased Premises against anyone claiming by or through Landlord, subject to the terms of this Agreement.

13.0 Care and Maintenance. Tenant, at its sole cost and expense, shall maintain the Access Route, the Leased Premises, the Communications Facility, and the Additional Facilities in a clean, attractive condition and shall not commit or allow any waste or damage to be committed on or to any portion of the Leased Premises or the Access Route during the Term.

14.0 Subordination; Non-Disturbance. At Landlord’s option, this Agreement may be subordinate to any mortgage by Landlord which may now or hereafter affect all of the Property, including the Leased Premises, provided that any such mortgage shall recognize the validity of this Agreement in the event of foreclosure of Landlord’s interest and also recognize Tenant’s right to remain in possession and have access to the Leased Premises. Tenant shall attorn to such mortgagee or other party and recognize the same as Landlord hereunder, provided that such mortgagee or other party agrees not to disturb Tenant’s interest in the Leased Premises arising from this Agreement so long as Tenant continues to perform its obligations according to the terms of this Agreement. Tenant shall execute any instruments that may reasonably be required to give effect to this subordination clause.

15.0 Transfer of Landlord’s Interest. In the event of any transfer of Landlord’s interest in the Leased Premises or this Agreement by sale, assignment, or otherwise, the following shall apply: (i) Landlord shall be relieved and is relieved of any and all obligations and liabilities of Landlord under this Agreement that accrue from and after the date of such transfer; (ii) Tenant shall and hereby does attorn to the transferee as the landlord under this Agreement and Tenant shall be bound to such transferee under all of the terms, covenants and conditions of this Agreement which may then or later be in effect under any validly exercised Term Extension, all with the same force and effect as if the transferee had been the original landlord under this Agreement.

16.0 Right of Entry; Inspection. At any time during the Term, Landlord and any representative of Landlord's choosing shall have the right to enter the Leased Premises to inspect the Leased Premises to ensure compliance with the terms of this Agreement; to conduct any repair, improvement, or maintenance; to perform any obligation of Tenant under this Agreement in accordance with Section 21.1 below; and for any other lawful reason. Notwithstanding Tenant's right to inspect the Leased Premises, Landlord shall have no obligation to do so.

17.0 Environmental.

17.1 Hazardous Substances. Tenant shall not, with or without negligence, (i) cause, permit, or allow the generation, escape, disposal or release of any Hazardous Substances and Wastes within the Property or (ii) engage in, permit, or allow the storage, use, or presence within the Property of any of the Hazardous Substances and Wastes that is not sanctioned by the Laws or that is outside of the ordinary course of activities permitted under this Agreement. Tenant shall be exclusively responsible for the correction of any environmental condition on the Property relating to or arising from a violation of the terms of this Section 17.1 by Tenant or any Tenant Party. In the event of such violation, Tenant shall immediately (i) notify Landlord in writing and (ii) work to mitigate and remediate any environmental condition that arises from such violation by whatever means Landlord may reasonably identify, which work Tenant shall promptly and diligently complete.

17.2 Environmental Certification. Upon expiration of the Term, or within 30 Days following termination of this Agreement, whichever first occurs, Tenant shall furnish Landlord a written, stamped certification from a licensed environmental engineering firm that the Property has not been environmentally contaminated by Tenant's operations.

18.0 Indemnification.

18.1 Scope of Indemnity. Tenant agrees to indemnify the Indemnified Parties against any liability and Indemnifiable Loss arising out of any actual or threatened Proceeding relating to, resulting from, or arising out of this Agreement, including but not limited to Tenant's and the Tenant Parties' (i) use or occupation of, or presence upon, the Leased Premises or the Access Route, and (ii) a breach of this Agreement, except that Tenant shall not be obligated to indemnify an Indemnified Party to the extent that an Indemnifiable Loss suffered by any Indemnified Party is determined by a final non-appealable judgment of a court of competent jurisdiction to have arisen solely from such Indemnified Party's gross negligence or willful misconduct. Tenant shall remit payment for any Indemnifiable Loss within 15 Days following demand from any Indemnified Party therefor. Nothing in this Section 18.0 may be construed as a waiver of the sovereign immunity granted to Landlord by the Commonwealth of Virginia Constitution, statutes, and applicable case law.

18.2 Notice of Proceeding; Defense of Proceeding. If any Proceeding is brought against any Indemnified Party by reason of any occurrence for which Tenant is obliged to indemnify such Indemnified Party, such Indemnified Party will promptly notify Tenant of such Proceeding. Tenant, upon the request of such Indemnified Party, shall resist and defend such Proceeding at Tenant's sole expense, or cause the same to be resisted and defended by counsel designated by Tenant and approved by such Indemnified Party in writing. Landlord shall be entitled to participate

in such defense and any related compromise or settlement and to use counsel of its selection, in its sole discretion, and at Tenant's expense, if Landlord reasonably determines, after a reasonable period of time, that Tenant has failed to take reasonable and appropriate action to defend, compromise, or settle such Proceeding. No compromise or settlement by Tenant under this Section 18.0 may require Landlord to alter any policy or practice of Landlord as a result thereof. The Indemnified Parties shall cooperate with Tenant in the defense of any matters for which Tenant is required.

19.0 Insurance. Beginning on the Effective Date and for so long as any property of Tenant or the Tenant Parties remains on the Property, Tenant shall, at its own expense, maintain liability insurance policies in a form reasonably acceptable to Landlord. These policies shall include, but need not be limited to the following:

- (i) Commercial General Liability insurance with limits of \$2,000,000 per occurrence for bodily injury and property damage and \$4,000,000 general aggregate;
- (ii) Commercial Automobile Liability Insurance in an amount of \$2,000,000 combined single limit each accident for bodily injury and property damage;
- (iii) Workers' Compensation insurance meeting all statutory requirements of the Commonwealth of Virginia;
- (iv) Employer's Liability insurance with limits of not less than \$1,000,000 each accident/disease/policy limit;
- (v) Professional Liability insurance shall be maintained with limits of not less than \$2,000,000 each occurrence and aggregate.
- (vi) Umbrella Liability insurance shall be maintained above the primary Commercial General Liability, Commercial Automobile Liability, and Employers' Liability policies required herein. The limit of such Umbrella Liability insurance shall not be less than \$2,000,000 each occurrence and aggregate.

All such policies shall (a) be issued by companies duly authorized or permitted to conduct business in the Commonwealth of Virginia and having a Best's Key Rating of at least A-: VII, (b) with the exception of Workers Compensation and Employer's Liability policies, shall be endorsed to include the Indemnified Parties as additional insureds for purposes of this Agreement, (c) be primary to any insurance coverage any of the Indemnified Parties may possess, and (d) be written to include a waiver of subrogation against each of the Indemnified Parties.

Tenant shall additionally meet the following requirements:

- (i) Tenant shall ensure the Tenant Parties obtain and maintain insurance coverage that meets or exceeds the insurance coverage required of Tenant; Landlord must authorize any exceptions in writing before any excepted Tenant Party enters the Property for purposes of this Agreement;

(ii) Tenant shall submit certificates of insurance to Landlord for all insurance policies required by this Section 19.0, including certificates of insurance for all Tenant Parties, and including additional insured and waiver of subrogation endorsements, (a) at least 30 Days prior to both the commencement of any work for purposes of this Agreement and the entry of Tenant or any of the Tenant Parties upon the Premises, (b) upon renewal of each insurance policy required by this Section 19.0, and (c) upon request by Landlord.

(iii) Landlord shall be provided with at least 30 Days prior written notice of the cancellation, termination, non-renewal, or reduction in coverage of any insurance policy required by this Agreement if, as a result of such change in coverage, the insurance requirements set forth in this Section 19.0 are not met.

The limits of insurance required by this Section 19.0 shall in no event limit the liability obligations of Tenant under this Agreement.

The foregoing limits of insurance shall not prohibit Tenant from obtaining a liability insurance policy or policies in excess of such limits.

This Section 19.0 shall survive termination or expiration of this Agreement.

20.0 Limitation of Liability.

20.1 Consequential Loss Waiver. As a material part of the consideration for this Agreement, and notwithstanding any provision herein to the contrary, neither Landlord nor Tenant shall be liable for, and each Party hereby waives any claims against the other for, any consequential damages incurred by either Party and arising out of any default by the other Party under this Agreement.

20.2 Exceptions to Waiver. The foregoing limitation will not, however, in any manner

(i) limit Tenant's liability for any type of damage arising out of Tenant's obligation to indemnify, protect, defend, and hold each of the Indemnified Parties harmless under this Agreement;

(ii) limit Tenant's liability for any type of damage to the extent covered by the proceeds of insurance required hereunder; or

(iii) limit the amounts expressly provided to be payable by either Party pursuant to this Agreement.

20.3 Limitation of Landlord Liability. Except to the extent of the willful misconduct of Landlord and subject to Tenant's indemnification obligations, Landlord shall not be liable or responsible in any way for any damage whatsoever to any property belonging to either Tenant or the Tenant Parties.

21.0 Condemnation. If the whole or any part of the Leased Premises or all means of access thereto is condemned or sold under threat of condemnation, this Agreement shall terminate, and Tenant shall have no claim against Landlord to any portion of the award in condemnation for the value of any unexplored term of this Lease or otherwise. However, this shall not limit Tenant's right to compensation from the condemning authority for the value of any of Tenant's property taken, other than Tenant's leasehold interest in the Leased Premises. In the event of a temporary taking, this Lease shall not terminate, but the Term shall be extended by the period of the taking, and the rent shall abate in proportion to the area taken for the period of such taking.

22.0 Breach and Default.

22.1 Breach by Tenant. In the event there is a breach by Tenant with respect to any of the provisions of this Agreement or its obligations under it, Landlord shall give Tenant written notice of such breach. After receipt of such notice, and unless otherwise stated in this Agreement, Tenant shall have ten Days in which to cure any monetary breach and 30 Days in which to cure any non-monetary breach, provided Tenant shall have an additional 30 Days in which to cure a breach if the nature of the cure is such that it reasonably requires more than 30 Days and Tenant commences the cure within the initial thirty (30)-Day period and thereafter continuously and diligently pursues the cure to completion. Landlord may not maintain any action or effect any remedies for default against Tenant unless and until Landlord determines that Tenant has failed to cure the breach within the time periods provided in this paragraph or elsewhere in this Agreement, except that Landlord may terminate this Agreement in accordance with Section 6.2.1 above notwithstanding the terms of this Section 22.1.

22.2 Breach by Landlord. In the event there is a breach by Landlord with respect to any of the provisions of this Agreement or its obligations under it, Tenant shall give Landlord written notice of such breach. After receipt of such written notice, Landlord shall have 30 Days in which to cure any such breach, provided Landlord shall have an additional 30 Days in which to cure a breach if the nature of the cure is such that it reasonably requires more than 30 Days and Landlord commences the cure within the 30-Day period and thereafter continuously and diligently pursues the cure to completion. Tenant may not maintain any action or effect any remedies for default against Landlord unless and until Landlord has failed to cure the breach within the time periods provided in this Section 22.0.

23.0 Remedies for Default.

23.1 Default. A default under this Agreement shall occur upon failure to cure any breach of this Agreement in accordance with the terms of this Agreement, or as otherwise provided by this Agreement.

23.2 Non-Defaulting Party May Correct Default. Upon a default, the non-defaulting Party may, at its option but without obligation to do so, perform the defaulting Party's duty or obligation on the defaulting Party's behalf. The costs and expenses of any such performance by the non-defaulting party shall be due and payable by the defaulting Party upon invoice therefor.

23.3 Non-Defaulting Party May Terminate. In the event of a default by either Party with

respect to a provision of this Agreement, without limiting the non-defaulting Party in the exercise of any right or remedy which the non-defaulting Party may have by reason of such default, the non-defaulting Party may terminate this Agreement and pursue any remedy now or hereafter available to the non-defaulting Party under the Laws or judicial decisions of the Commonwealth of Virginia.

23.4 Parties' Rights Cumulative. The rights of each party set forth in this Agreement upon a breach or default by the other shall be cumulative, and the exercise of any right shall not exclude the exercise of any other right.

24.0 Miscellaneous.

24.1 Entire Agreement. This Agreement contains the entire understanding between the Parties and supersedes any prior understandings and written or oral agreements between them respecting this subject matter. There are no representations, agreements, arrangements, or understandings, oral or written, between the Parties relating to the subject matter of this Agreement that are not fully expressed in this Agreement. No rights, easements or licenses are acquired in the Property or any land adjacent to the Property by Tenant by implication or otherwise except as expressly set forth in this Agreement.

24.2 Interpretation. Use of the masculine (or neuter) pronoun and the singular number in this Agreement shall include the masculine, feminine and neuter genders and the singular and plural number. The word "including" followed by any specific item(s) is deemed to refer to examples rather than to be words of limitation. An obligation to do something "promptly" means an obligation to do so as soon as the circumstances reasonably permit, avoiding any delay. The verb used to introduce a statement of fact in this Agreement does not affect the remedies available for inaccuracy of that statement of fact. Both parties having participated fully and equally in the negotiation and preparation of this Agreement, this Agreement shall not be more strictly construed, nor any ambiguities in this Lease resolved, against either Landlord or Tenant.

24.3 Amendments. This Agreement may be amended, modified and supplemented only by the written consent of both Parties preceded by all formalities required as prerequisites to the signature by each party to this Agreement, except that the Landlord's Chief Administrative Officer may administratively approve amendments to the exhibits of this Agreement.

24.4 No Waiver. The failure of either of the Parties to insist upon the strict performance of any provision of this Agreement shall not be deemed to be a waiver of the right to insist upon strict performance of such provision or of any other provision of this Agreement at any time. Waiver of any breach of this Agreement shall not constitute waiver of a subsequent breach.

24.5 Severability. In the event any provision of this Agreement is found to be invalid or unenforceable, such finding shall not affect the validity and enforceability of the remaining provisions of this Agreement.

24.6 Third-Party Beneficiaries. Notwithstanding any other provision of this Agreement, Tenant and Landlord hereby agree that, (i) no individual or entity shall be considered, deemed or

otherwise recognized to be a third-party beneficiary of this Agreement; (ii) the provisions of this Agreement are not intended to be for the benefit of any individual or entity other than Tenant and Landlord; (iii) no individual or entity shall obtain any right to make any claim against Tenant and Landlord under the provisions of this Agreement; and (iv) no provision of this Agreement shall be construed or interpreted to confer third-party beneficiary status on any individual or entity. For purposes of this Section 24.6, the phrase “individual or entity” means any individual or entity, including, but not limited to, individuals, contractors, subcontractors, vendors, subvendors, assignees, licensors and sublicensors, regardless of whether such individual or entity is named in this Agreement.

24.7 No Agency, Joint Venture, or Other Relationship. Neither the execution of this Agreement nor the performance of any act or acts pursuant to the provisions of this Agreement shall be deemed to have the effect of creating between the Landlord and Tenant, or any of them, any relationship of principal and agent, partnership, or relationship other than the relationship established by this Agreement.

25.0 Governing Law; Forum Choice.

25.1 Governing Law. All issues and questions concerning the construction, enforcement, interpretation and validity of this Agreement, or the rights and obligations of the Parties in connection with this Agreement, shall be governed by, and construed and interpreted in accordance with, the laws of the Commonwealth of Virginia, without giving effect to any choice of law or conflict of laws rules or provisions, whether of the Commonwealth of Virginia or any other jurisdiction, that would cause the application of the laws of any jurisdiction other than those of the Commonwealth of Virginia.

25.2 Forum Choice. Any and all disputes, claims and causes of action arising out of or in connection with this Agreement, or any performances made hereunder, shall be brought, and any judicial proceeding shall take place, only in the Circuit Court of the City of Richmond, Virginia.

26.0 Assignment; Sublease. Tenant may not transfer or permit the transfer of this Agreement without the prior written consent of Landlord, which consent shall be at Landlord’s sole discretion. With prior written notice to Landlord, Tenant may assign this Agreement without the prior consent of Landlord to any person or business entity which is an Affiliate of Tenant. For purposes of this section, an “Affiliate” is any corporation or other entity which (i) directly or indirectly (through one or more subsidiaries) controls Tenant, or (ii) is controlled directly or indirectly (through one or more subsidiaries) by Tenant, or (iii) is under the common control directly or indirectly (through one or more subsidiaries) with Tenant by the same parent corporation or other entity, or (iv) is the successor or surviving entity by a merger or consolidation of any such entity pursuant to Applicable Law, or (v) purchases substantially all of the assets of Tenant. For purposes of this Section 26, “control” means the ownership of more than 50% of the outstanding voting capital stock or the beneficial interest of another entity and the ability to effectively control or direct the business decisions of that other entity. Notwithstanding the foregoing, Tenant shall be and remains fully responsible and liable for (a) all duties and obligations under the Agreement, (b) performance of all duties and obligations performed by an Affiliate, (c) requiring each Affiliate to comply with the requirements of the Agreement, and (d) any breach of the Tenant’s duties, obligations, and liabilities under the

Agreement by the Tenant or by any of its Affiliates. As to other entities, Tenant may neither sell, assign, nor transfer this Agreement without the prior written consent of the City. For purposes of this Section 26.0, "transfer" means (i) any assignment, transfer, pledge or other encumbrance of all or a portion of Tenant's interest in this Agreement; (ii) any sublease of all or a portion of Tenant's interest in the Leased Premises.

27.0 Notices. Each party shall give any notice required or permitted to be given under this Agreement in writing and such notice shall be delivered by certified mail, postage prepaid, return receipt requested; or by a commercial overnight carrier that provides next day delivery and provides a receipt. Such notice shall be addressed as follows (or any other address that the Party to be notified may have designated to the sender by like notice):

TENANT:

New Cingular Wireless PCS, LLC,
c/o AT&T Network Real Estate Administration,
Cell Site #: RI052
Fixed Asset No: 10067975
1025 Lenox Park Blvd NE
3rd Floor
Atlanta, GA 30319

With copy to:

Attn.: AT&T Legal Department
New Cingular Wireless PCS, LLC,
Re: Cell Site #: RI052
Fixed Asset No: 10067975
208 S. Akard Street
Dallas, TX 75202-4206

LANDLORD:

City of Richmond
Department of Emergency Communications,
Preparedness,& Response
3516 North Hopkins Road
Richmond, Virginia 23224
Attn: Director

With copy to:

Office of the City Attorney
City of Richmond
900 E. Broad Street, Suite 400
Richmond, Virginia 23219
Attn: Susan M. McKenney

Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing.

28.0 Captions. The captions contained in this Agreement are inserted for convenience only and

are not intended to be part of this Agreement. They shall not affect or be utilized in the construction or interpretation of this Agreement.

29.0 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 survive such termination or expiration.

30.0 Subject to Appropriation. Any payments and other performance by Landlord under this Agreement are subject to annual appropriations by the City Council; consequently, this Agreement shall bind Landlord only to the extent that the City Council appropriates sufficient funds for Landlord to perform its obligations hereunder.

31.0 Signature Authority. Following the authorization of this Agreement by the City Council, Landlord's Chief Administrative Officer shall have the authority to execute this Agreement on behalf of Landlord, and, except as otherwise provided herein, only the Chief Administrative Officer or his designee shall have the authority to provide any notices or authorizations contemplated under this Agreement on behalf of Landlord.

32.0 Partial Invalidity; Authority. If any provision herein is invalid, it shall be considered deleted from this Agreement and shall not invalidate the remaining provisions of this Agreement. Each of the Parties hereto warrants to the other that the person or persons executing this Agreement on behalf of such Party has the full right, power and authority to enter into and execute this Agreement 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 Agreement.

33.0 Signatures; Counterparts. This Agreement is signed when a Party's signature is delivered by facsimile, email, or other electronic medium. These signatures must be treated in all respects as having the same force and effect as original signatures. This Agreement may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute but one and the same Agreement.

34.0 Sovereign Immunity. Nothing in this Agreement may be construed as a waiver of the sovereign immunity granted Landlord by the Commonwealth of Virginia Constitution, statutes, and applicable case law, nor may anything in this Agreement be construed as an agreement by Landlord to indemnify.

***{REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.
SIGNATURES ON FOLLOWING PAGE.}***

IN WITNESS WHEREOF, as authorized by Ordinance No. _____ approved by the Richmond City Council on _____, _____, this Agreement has been entered into as of the Effective Date by duly authorized officers of the parties.

Landlord:

CITY OF RICHMOND, VIRGINIA

a municipal corporation of the Commonwealth of Virginia

By: _____

Name: _____

Title: _____

Tenant:

New Cingular Wireless PCS, LLC

a Delaware limited liability company

By: AT&T Mobility Corporation

Its: Manager

By: _____

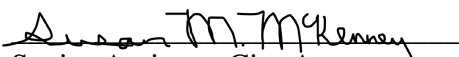
Name: _____

Title: _____

APPROVED AS TO TERMS

Department of Emergency Communications,
Preparedness, & Response

APPROVED AS TO FORM



Senior Assistant City Attorney
City of Richmond

PROPERTY-S0071217005

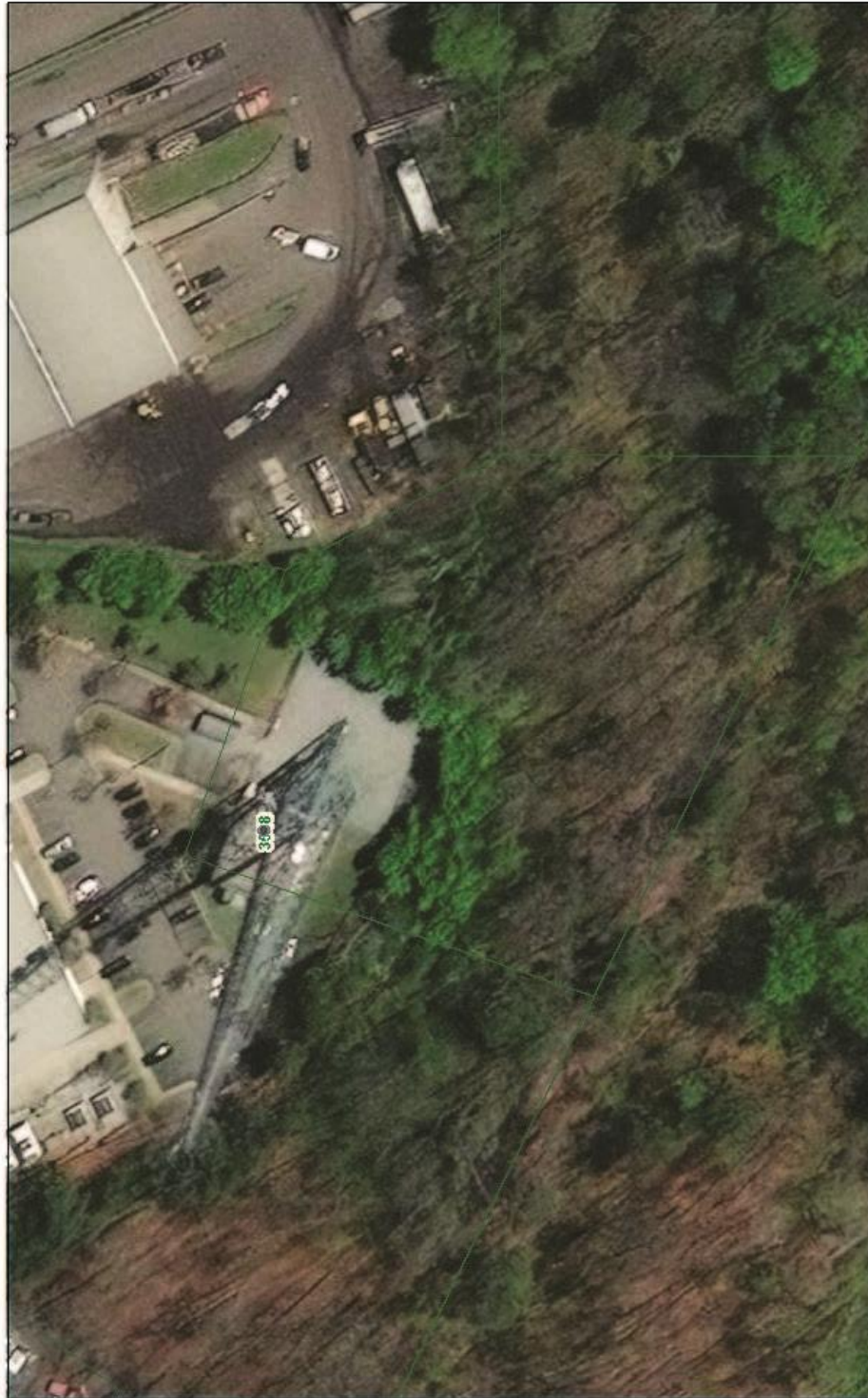


EXHIBIT A PROPERTY

EXHIBIT B
ACCESS ROUTE



TRUE NORTH

SCALE IN FEET

0 10 20 40 60

COMPOUND PLAN & TOWER ELEVATION

SCALE: 1"=30' (1/16")

SCALE: 1"=10' (1/4")

1/2" = 1' (1/4")

1/4" = 1' (1/8")

1/8" = 1' (1/16")

1/16" = 1' (1/32")

1/32" = 1' (1/64")

1/64" = 1' (1/128")

1/128" = 1' (1/256")

1/256" = 1' (1/512")

1/512" = 1' (1/1024")

1/1024" = 1' (1/2048")

1/2048" = 1' (1/4096")

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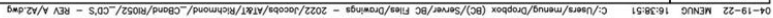
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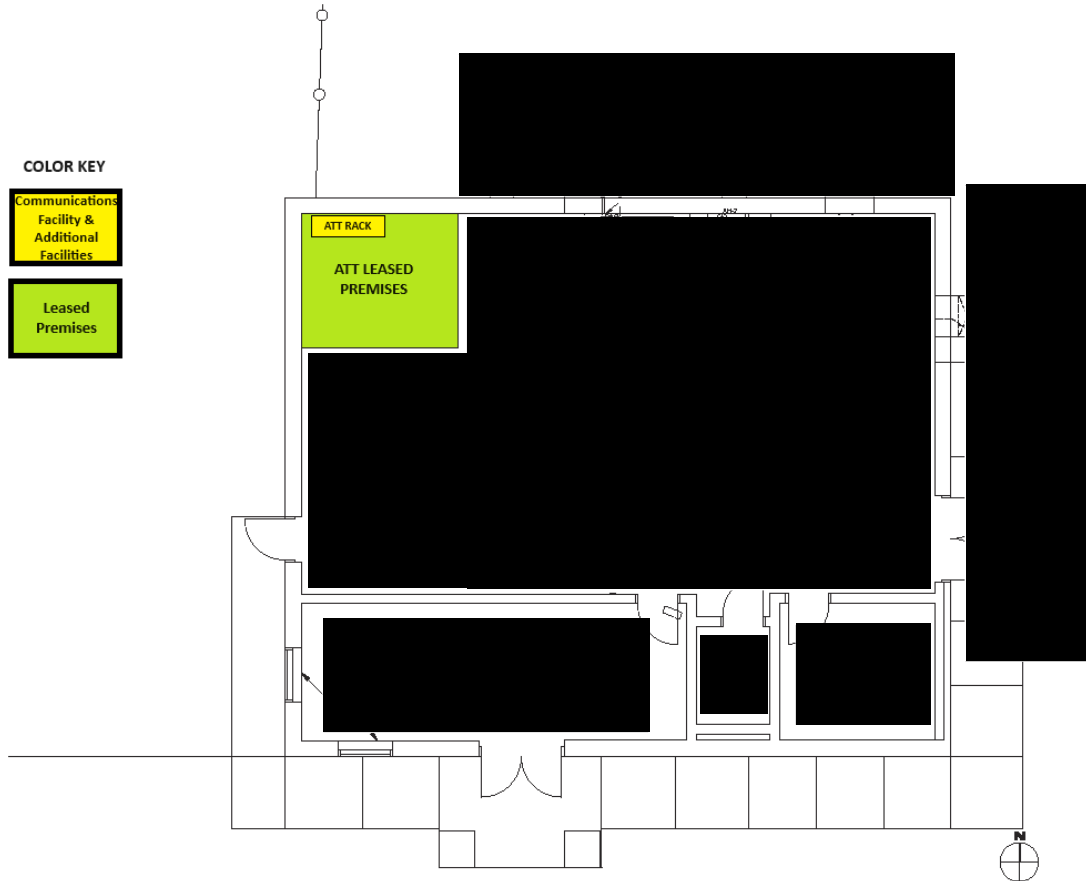
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EXHIBIT D
ADDITIONAL FACILITIES
Located within the Radio Equipment Building



City of Richmond

Intracity Correspondence

O&R Transmittal

DATE: June 30, 2025

TO: The Honorable Members of City Council

THROUGH: The Honorable Dr. Danny Avula, Mayor

THROUGH: Sharon Ebert, Interim Chief Administrative Officer

THROUGH: Sheila White, Director, Department of Finance

THROUGH: Meghan Brown, Director, Budget and Strategic Planning

THROUGH: Stephen M. Willoughby, Director, Department of Emergency Communications,
Preparedness and Response

FROM: Jonathan Fetterman, Senior Manager, Department of Emergency
Communications, Preparedness and Response

RE: Lease Agreement between the City of Richmond and the New Cingular Wireless PCS LLC

ORD. OR RES. No. _____

PURPOSE: To authorize the Chief Administrative Officer, for and on behalf of the City of Richmond, to execute a Lease Agreement between New Cingular Wireless PCS LLC, and the City of Richmond to allow New Cingular Wireless PCS LLC, to continue to maintain and operate telecommunications facilities at 3518 N. Hopkins Road.

BACKGROUND: New Cingular Wireless PCS LLC currently operates telecommunications facilities at 3518 N. Hopkins Road. The current lease between New Cingular Wireless PCS LLC, and the City of Richmond is in holdover and does not have any renewal option available. This would establish a new 5-year lease, with the option to renew the lease for five separate 5-year-term extensions.

COMMUNITY ENGAGEMENT: N/A

STRATEGIC INITIATIVES AND OTHER GOVERNMENTAL: N/A

FISCAL IMPACT: The City of Richmond will receive rent in the amount of \$47,000 annually, increasing by 103% annually.

DESIRED EFFECTIVE DATE: Upon Adoption

REQUESTED INTRODUCTION DATE: July 7, 2025

CITY COUNCIL PUBLIC HEARING DATE: July 28, 2025

REQUESTED AGENDA: Consent Agenda

RECOMMENDED COUNCIL COMMITTEE: Land Use, Housing, and Transportation

AFFECTED AGENCIES: Department of Emergency Communications, Preparedness and Response, Department of Finance, Department of Budget

RELATIONSHIP TO EXISTING ORD. OR RES.: N/A

ATTACHMENTS: New Cingular Wireless PCS LLC, Lease Agreement with Exhibits

STAFF: Jonathan Fetterman, Senior Manager (646-1340)