

INTRODUCED: September 24, 2018

AN ORDINANCE No. 2018-264

To authorize the Chief Administrative Officer, for and on behalf of the City of Richmond, to execute a Lease Agreement between Cellco Partnership, doing business as Verizon Wireless, as Lessee, and the City of Richmond, as Lessor, to allow Cellco Partnership, doing business as Verizon Wireless, to construct, maintain, and operate telecommunications equipment at 101 East Franklin Street.

\_\_\_\_\_  
Patron – Mayor Stoney

\_\_\_\_\_  
Approved as to form and legality  
by the City Attorney  
\_\_\_\_\_

PUBLIC HEARING: NOV 13 2018 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 Cellco Partnership, doing business as Verizon Wireless, as Lessee, and the City of Richmond, as Lessor, to allow Cellco Partnership, doing business as Verizon Wireless, to construct, maintain, and operate telecommunications equipment at 101 East Franklin Street. 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.

AYES:            9            NOES:            0            ABSTAIN: \_\_\_\_\_

ADOPTED:    NOV 23 2018    REJECTED: \_\_\_\_\_    STRICKEN: \_\_\_\_\_

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



CITY OF RICHMOND
INTRACITY CORRESPONDENCE

O & R REQUEST
4-8134
AUG 29 2018
Office of the Chief Administrative Officer

O&R REQUEST

DATE: August 21, 2018

RECEIVED

TO: The Honorable Members of City Council

SEP 18 2018

THROUGH: The Honorable Levar M. Stoney, Mayor

Handwritten date: 8/29/18

OFFICE OF CITY ATTORNEY

THROUGH: Selena Cuffee-Glenn, Chief Administrative Officer

Handwritten initials: SC

FROM: Stephen M. Willoughby, Director of Emergency Communications

Handwritten initials: SW

RE: TO AUTHORIZE THE CHIEF ADMINISTRATIVE OFFICER TO ENTER INTO A LEASE AGREEMENT BETWEEN THE CITY OF RICHMOND AND CELLCO PARTNERSHIP, d/b/a VERIZON WIRELESS

ORD. OR RES. No. \_\_\_\_\_

PURPOSE: To authorize the Chief Administrative Officer to enter into a new lease agreement with Cellco Partnership d/b/a Verizon Wireless to install, operate and maintain telecommunications equipment at 101 E. Franklin Street (Richmond Public Library).

REASON: Cellco Partnership d/b/a Verizon Wireless wants to install telecommunication equipment atop the Richmond Public Library to enhance its wireless coverage in the area.

RECOMMENDATION: Approval is recommended by the City Administration.

BACKGROUND: Cellco Partnership, d/b/a Verizon Wireless, wishes to enter into a new lease with the City of Richmond to collocate on the Richmond Public Library rooftop cell tower. The lease would also address the in-building radio distribution devices installed in the basement for coverage during the UCI World Bike Race.

The first year rent payment will be \$24,000, to increase one hundred three percent (103%) on each anniversary of the commencement date of the lease for the duration of the lease term. The lease also provides for a one-time library improvement payment in the amount of \$10,000, which funds must be appropriated to the Richmond Public Library by a separate ordinance.

FISCAL IMPACT / COST: None

FISCAL IMPLICATIONS: None

**BUDGET AMENDMENT NECESSARY:** None

**REVENUE TO CITY:** \$24,000 rent for first lease year, to increase \$103% per year for duration of the lease. Additional \$10,000 one-time library improvement payment to be paid in first lease year.

**DESIRED EFFECTIVE DATE:** Upon Adoption

**REQUESTED INTRODUCTION DATE:** September 24, 2018

**CITY COUNCIL PUBLIC HEARING DATE:** November 13, 2018

**REQUESTED AGENDA:** Consent

**RECOMMENDED COUNCIL COMMITTEE:** Land Use, Housing and Transportation Committee

**CONSIDERATION BY OTHER GOVERNMENTAL ENTITIES:** None

**AFFECTED AGENCIES:** Richmond Public Library, Dept. of Emergency Communications

**RELATIONSHIP TO EXISTING ORD. OR RES.:** Sec. 2-728 – Department of Emergency Communications

**REQUIRED CHANGES TO WORK PROGRAM(S):** None

**ATTACHMENTS:** Lease Agreement

**STAFF:** Stephen Willoughby, Director

Site Name: Richmond Public Library

## LEASE AGREEMENT

THIS LEASE AGREEMENT (this "Agreement") is made this 22<sup>nd</sup> day of January, 2019 (the "Effective Date") by and between the CITY OF RICHMOND, a municipal corporation of the Commonwealth of Virginia, hereinafter designated LESSOR, and CELLCO PARTNERSHIP d/b/a Verizon Wireless, with its principal office located at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920 (telephone number 866-862-4404), hereinafter designated LESSEE. LESSOR and LESSEE are at times collectively referred to hereinafter as the "Parties" or individually as the "Party."

1. **PURPOSE.** The sole and specific purpose for which the Premises (defined below) are demised is for the construction, maintenance, repair and operations of a communications facility as shown on Exhibit A attached hereto and made a part hereof by LESSEE (the "Communications Facility") and uses incidental thereto.

2. **PREMISES.** LESSOR owns that certain real property known as the Richmond Public Library, Main Branch, located at 101 E. Franklin Street, Richmond, Virginia 23219 as shown on the Tax Map for the City of Richmond, Virginia, as Tax Parcel No. W0000062001 (the "Property"). LESSOR hereby leases to LESSEE, for the purpose described in Section 1 hereof, a portion of the Property being described as follows (the "Premises"):

a. **Rooftop Premises.** Approximately Four Hundred Twenty-Three and Seven Tenths (423.7) square feet of space (the "Rooftop Space") on the roof of the Richmond Public Library, Main Branch building (the "Building") located on the Property, for the installation, operation and maintenance of communications equipment; together with such additional space on the roof of the Building sufficient for the installation, operation and maintenance of antennas and remote radio-heads (the "Antenna Space"); together with such additional space within the Building and on the roof of the Building for the installation, operation and maintenance of wires, cables, conduits and pipes (the "Cabling Space") running between and among the Rooftop Space and the Antenna Space and to all necessary electrical and telephone utility sources located within the Building or on the Property. The Rooftop Space, the Antenna Space and the Cabling Space are hereinafter collectively referred to as the "Rooftop Premises" and are as shown on Exhibit "A-1" attached hereto and made a part hereof; and

b. **In-Building Radio-Distribution Premises.** Space on the roof of the Building and within the Building sufficient for the installation, operation and maintenance of microcell(s), rerad(s) or other similar or comparable in-building radio-distribution devices and the antennas serving them (the "IBRD Space"); together with such additional space within the Building and on the roof of the Building for the installation, operation and maintenance of wires, cables, conduits and pipes (the "IBRD Cabling Space") running between and among the IBRD Space and to all necessary electrical and telephone utility sources located within the Building or on the Property. The IBRD Space and the IBRD Cabling Space are hereinafter collectively referred to as the "IBRD Premises" and are as shown on Exhibit "A-2" attached hereto and made a part hereof.

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3. ACCESS TO THE PREMISES. LESSOR grants to LESSEE the non-exclusive right of ingress and egress from the public right-of-ways to and from the Premises over the Property and in and through the Building for the purpose of installation, operation and maintenance of LESSEE's Communications Facility pursuant to the following:

a. At all times during the operating hours of the library in the Building ("Main Library"), LESSEE may enter the Property, including the Building, for access to the Premises, provided LESSEE provides at least eight hours prior notice to Main Library Operations Manager and provided LESSEE does not unreasonably interfere with the operation of Main Library and the public's enjoyment thereof.

b. Unless the City otherwise approves in writing, LESSEE shall not access the Property, including the Building, at any times outside of the Main Library's operating hours unless accompanied by a City representative. LESSEE shall provide LESSOR twenty-four (24) hours prior notice if LESSEE desires to enter either the Property or the Building or both outside of the Main Library's operating hours. Such notice shall be provided to LESSOR's Department of Emergency Communications at 804-646-5110. Upon receipt of notice, LESSOR's Department of Emergency Communications will make reasonable efforts to permit LESSEE's requested access by endeavoring to coordinate a City representative to accompany LESSEE on the Property; provided, however, that if LESSEE has given notice as required in this Subsection 3(b) and informed LESSOR this LESSEE requires emergency access to prevent or limit a material, negative impact on its business operations, then LESSOR shall give LESSEE access to the Property and the Building.

4. TERM; RENTAL; IMPROVEMENT FEE. This Agreement shall be effective as of the date of execution by both Parties, provided, however, the initial term shall be for five (5) years and shall commence on the Commencement Date (as hereinafter defined) at which time rental payments shall commence and be due at a total annual rental of Twenty-Four Thousand Dollars (\$24,000) (the "Rent") in advance, to LESSOR. The Agreement shall commence based upon the date LESSEE is granted a building permit for the Communication Facility by the governmental agency charged with issuing such permits, or the date of execution of the Agreement by the Parties, whichever is later. In the event the date at which LESSEE is granted a building permit or the date of execution of the Agreement, whichever is applicable, falls between the 1<sup>st</sup> and 15<sup>th</sup> of the month, the Agreement shall commence on the 1<sup>st</sup> of that month and if such date falls between the 16<sup>th</sup> and 31<sup>st</sup> of the month, then the Agreement shall commence on the 1<sup>st</sup> day of the following month (either the "Commencement Date"). LESSEE shall remit payment of the Rent for the first year of the Agreement to LESSOR within ninety (90) days after the Commencement Date, and concurrently with this payment, LESSEE shall remit to LESSOR a one-time library improvement fee payment payable to in the amount of Ten Thousand Dollars (\$10,000).

The Rent shall be increased annually on each anniversary of the Commencement Date (during the initial term and all extension terms) to an amount equal to one hundred three percent (103%) of the total annual rental amount in effect for the prior year.

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Upon agreement of the Parties, LESSEE may pay rent by electronic funds transfer and in such event, LESSOR agrees to provide to LESSEE bank routing information for such purpose upon request of LESSEE.

5. EXTENSIONS. Subject to LESSOR's approval and provided that LESSEE is not in default beyond any applicable grace or cure period at the end of the initial term, LESSEE shall have the option to renew this Agreement for a period of five (5) years, followed by four (4) additional five (5) year option periods, subject to the following. LESSEE shall notify LESSOR of its desire to exercise each option period at least six (6) months prior to the expiration of the previous Term. LESSOR shall notify LESSEE within ninety (90) days after the receipt of LESSEE's notice whether the requested option will be granted, provided, however, that such option shall be subject to final approval by the City Council for the City of Richmond ("Council"). No extension or renewal shall take effect without the approval of Council.

6. IMPROVEMENTS. Subject to the access limitations set forth in Section 3 of this Agreement, LESSEE, without the prior approval of LESSOR, may maintain the Communications Facility, may remove any part of Communications Facility, and may replace any part of the Communications Facility provided such replacement is a similar type and size. LESSEE may not make any addition, modification, replacement or take any other action that materially alters the Communications Facility unless LESSEE receives the prior written approval of LESSOR.

7. OWNERSHIP. LESSEE's Communication Facility shall be and remain the property of LESSEE and LESSOR's equipment shall be and remain the property of LESSOR during the Term.

8. CARE AND MAINTENANCE. LESSEE shall maintain the Premises 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 Premises during the Term.

9. UTILITIES. LESSEE shall be responsible for and shall pay all costs and charges for utilities in connection with LESSEE's occupancy of the Rooftop Premises, including but not limited to water, sewer, power, telephone, trash removal and other utility services, during the Term. LESSEE shall furnish and install a sub-meter for the measurement of electricity used by LESSEE in connection with the Rooftop Premises, and LESSEE shall pay the utility provider directly for such electricity use. LESSOR shall be responsible for and shall pay all costs and charges for utilities in connection with LESSEE's occupancy of the IBRD Premises.

10. COMPLIANCE WITH LAWS; USE; GOVERNMENTAL APPROVALS; LIENS.

a. During the Term, LESSOR shall maintain the Property in compliance with all applicable laws, rules, regulations, ordinances, directives, covenants, easements, zoning and land use regulations, and restrictions of record, permits, building codes, and the requirements of any applicable fire insurance underwriter or rating bureau, now in effect or which may hereafter come into effect (including, without limitation, the Americans with Disabilities Act and laws regulating hazardous substances) (collectively "Laws"). LESSEE shall, in respect to the

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condition of the Premises and at LESSEE's sole cost and expense, comply with (a) all Laws relating solely to LESSEE's specific and unique nature of use of the Premises (other than general office use); and (b) all building codes requiring modifications to the Premises due to the improvements being made by LESSEE in the Premises.

b. It is understood and agreed that LESSEE's ability to use the Premises is contingent upon its obtaining after the execution date of this Agreement all of the certificates, permits and other approvals (collectively the "Governmental Approvals") that may be required by any Federal, State or Local authorities as well as satisfactory soil boring tests which will permit LESSEE use of the Premises as set forth above. LESSOR shall cooperate with LESSEE in its effort to obtain such approvals and shall take no action which would adversely affect the status of the Property with respect to the proposed use thereof by LESSEE. In the event that (i) any of such applications for such Governmental Approvals should be finally rejected; (ii) any Governmental Approval issued to LESSEE is canceled, expires, lapses, or is otherwise withdrawn or terminated by governmental authority; (iii) LESSEE determines that such Governmental Approvals may not be obtained in a timely manner; LESSEE shall have the right to terminate this Agreement. Notice of LESSEE's exercise of its right to terminate shall be given to LESSOR in writing by certified mail, return receipt requested, and shall be effective thirty (30) days after the mailing of such notice by LESSEE, or upon such later date as designated by LESSEE. All rentals paid to said termination date shall be retained by LESSOR. Upon such termination, this Agreement shall be of no further force or effect except to the extent of the representations, warranties and indemnities made by each Party to the other hereunder. Otherwise, LESSEE shall have no further obligations for the payment of the Rent to LESSOR.

c. Neither LESSEE nor LESSOR shall encumber the Premises with any materialmen's or mechanic's lien, nor shall either suffer or permit any such lien to exist. Should any such lien hereafter be filed as a result of either party's actions or failure to act, such party shall at its sole cost within thirty (30) days after the lien is filed, discharge the lien or post a bond in the amount of the lien.

11. INDEMNIFICATION. Subject to Section 13 below, LESSEE shall indemnify, defend, and hold LESSOR harmless, against any claim of liability or loss from personal injury or property damage resulting from or arising out of the alleged negligence or willful misconduct of LESSEE, its employees, contractors or agents, except to the extent such claims or damages are caused by the gross negligence or willful misconduct of LESSOR, or its employees, contractors or agents.

12. INSURANCE.

a. LESSEE shall maintain at its own cost:

i. Commercial General Liability insurance with limits of \$1,000,000 for bodily injury (including death) and for property damage each occurrence.

ii. Commercial Auto Liability insurance on all owned, non-owned and hired automobiles with a combined single limit of \$1,000,000 each accident.



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iii. Workers Compensation insurance providing the statutory benefits and Employer's liability of \$1,000,000 each accident/disease/policy limit.

b. LESSEE shall include LESSOR as an additional insured as their interest may appear under this Agreement on the Commercial General Liability and Auto Liability policies.

c. For all portions of the Property other than the Premises, LESSOR will maintain, either through self-insurance or other policy or policies, commercial general liability insurance with limits not less than \$1,000,000 for injury to or death of one or more persons in any one occurrence and \$500,000 for damage or destruction to property in any one occurrence. LESSOR will include LESSEE as an additional insured.

d. If the Premises are immediately adjacent to or a part of any of LESSOR's buildings or structures, LESSOR shall insure, through self-insurance or other policy or policies, throughout the Term against loss or damage to the building or structure with a commercially reasonable valuation, as the same shall exist from time to time without a coinsurance feature. LESSOR shall insure against all risks of direct physical loss or damage (except the perils of flood and earthquake unless required by a lender or included in the base premium), including coverage for any additional costs resulting from debris removal and reasonable amounts of coverage for the enforcement of any ordinance or law regulating the reconstruction or replacement of any undamaged sections of the building required to be demolished or removed by reason of the enforcement of any building, zoning, safety or land use laws as the result of a covered loss, but not including plate glass insurance.

13. LIMITATION OF LIABILITY. Except for indemnification pursuant to Section 11, neither Party shall be liable to the other, or any of their respective agents, representatives, employees for any lost revenue, lost profits, loss of technology, rights or services, incidental, punitive, indirect, special or consequential damages, loss of data, or interruption or loss of use of service, even if advised of the possibility of such damages, whether under theory of contract, tort (including negligence), strict liability or otherwise.

14. ANNUAL TERMINATION. Notwithstanding anything to the contrary contained herein, provided LESSEE is not in default hereunder beyond applicable notice and cure periods, LESSEE shall have the right to terminate this Agreement upon the annual anniversary of the Commencement Date provided that six (6) months prior notice is given to LESSOR.

15. INTERFERENCE.

a. LESSEE agrees to install equipment of the type and frequency which will not cause harmful interference which is measurable in accordance with then existing industry standards to any equipment of LESSOR or other lessees of the Property which existed on the Property prior to the date this Agreement is executed by the Parties, including, but not limited to LESSOR's public safety communications systems. In the event any after-installed LESSEE's equipment causes such interference, and after LESSOR has notified LESSEE in writing of such interference, LESSEE will take all commercially reasonable steps necessary to correct and

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eliminate the interference, including but not limited to, at LESSEE's option, powering down such equipment and later powering up such equipment for intermittent testing. In no event will LESSOR be entitled to terminate this Agreement or relocate the equipment as long as LESSEE is making a good faith effort to remedy the interference issue. LESSOR agrees that LESSOR and/or any other tenants of the Property who currently have or in the future take possession of the Property will be permitted to install only such equipment that is of the type and frequency which will not cause harmful interference which is measurable in accordance with then existing industry standards to the then existing equipment of LESSEE. The Parties acknowledge that there will not be an adequate remedy at law for noncompliance with the provisions of this Section and therefore, either Party shall have the right to equitable remedies, such as, without limitation, injunctive relief and specific performance.

b. Interference with City of Richmond Department of Emergency Communications Operations.

i. In the case of measurable interference, which disables operating public safety communication systems owned by the LESSOR, the LESSEE shall immediately cease and desist operations, or modify operations such that interference to the public safety systems is abated, once it has received written notice that its equipment is known to be a significant contributor to the interference. LESSEE shall be notified orally at the telephone numbers listed in subsection c below. LESSOR will provide prompt cooperation and assistance in these efforts.

ii. If the interference to public safety systems is limited to a specific number of channels representing less than 10% of the total capacity of the system affected, the interference must be corrected by Lessec within 168 hours of receipt of written notice. Interference affecting between 11% and 25% of the total system capacity must be resolved within 72 hours of receipt of written notice by LESSEE. If LESSEE fails to correct the interference within the allowable timeframes, LESSOR may correct interference at no expense and/or liability to LESSOR and LESSEE shall reimburse LESSOR for the cost thereof.

iii. If requested by LESSEE, LESSOR may make reasonable accommodations to its public safety systems, in its discretion. Such changes shall be at the LESSEE's expense unless they can be attributed to unlawful operation, improper repair, equipment defects, or design deficiencies in the LESSOR's system.

c. Upon discovery by either LESSOR or LESSEE of an emergency condition, including interference 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 twenty-four (24) hour response numbers:

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

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LESSEE:  
Network Operations Control Center  
(800) 852-2671

16. REMOVAL AT END OF TERM. LESSEE shall, upon expiration of the Term, or within thirty (30) days after any earlier termination of the Agreement, remove its Communications Facility and any other improvements, and all personal property and restore the Premises to its original condition, reasonable wear and tear and casualty damage excepted. LESSOR agrees and acknowledges that all of the equipment, conduits, fixtures and personal property of LESSEE shall remain the personal property of LESSEE and LESSEE shall have the right to remove the same at any time during the Term, whether or not said items are considered fixtures and attachments to real property under applicable Laws. If such time for removal causes LESSEE to remain on the Premises after termination of this Agreement, LESSEE shall pay rent at the then existing monthly rate or on the existing monthly pro-rata basis if based upon a longer payment term, until such time as the removal of the building, antenna structure, fixtures and all personal property are completed. If LESSEE does not remove its building(s), antenna structure(s), equipment, conduits, fixtures and all personal property within sixty (60) days of the expiration or termination of the Agreement, LESSOR may do so and LESSEE shall reimburse LESSOR for the cost of such removal.

17. HOLDOVER. LESSEE has no right to retain possession of the Premises or any part thereof beyond the expiration or termination of the Agreement except that 30-day removal period in the case of early termination of the Agreement as set forth in Section 16 herein. If LESSEE holds over in violation of Section 16 or this Section 17, the LESSEE shall vacate upon notice from LESSOR and shall pay to LESSOR for each day of its possession beyond termination or expiration, the prorated amount of the of the Rent plus 50%. In no circumstance shall a periodic tenancy be deemed created regardless of the actions or lack thereof of LESSEE or LESSOR, including but not limited to, LESSEE's possession of the Premises and payment to LESSOR and LESSOR's acceptance of payment and failure to evict LESSEE from the Premises.

18. RIGHTS UPON SALE. Should LESSOR, at any time during the Term, decide (i) to sell or transfer all or any part of the Property to a purchaser other than LESSEE, or (ii) to grant to a third party by easement or other legal instrument an interest in and to that portion of the Property occupied by LESSEE, 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 under and subject to this Agreement and any such purchaser or transferee shall recognize LESSEE's rights hereunder under the terms of this Agreement.

19. QUIET ENJOYMENT. LESSOR covenants that LESSEE, on paying the Rent and performing the covenants herein, shall peaceably and quietly have, hold and enjoy the Premises subject to the specific provisions in this Agreement.

20. TITLE. LESSOR represents and warrants to LESSEE as of the execution date of this Agreement, and covenants during the Term that LESSOR is seized of good and sufficient title and interest to the Property and has full authority to enter into and execute this Agreement.

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LESSOR further covenants during the Term that there are no liens, judgments or impediments of title on the Property, or affecting LESSOR's title to the same and that there are no covenants, easements or restrictions which prevent or adversely affect the use or occupancy of the Premises by LESSEE as set forth above.

21. ENTIRE AGREEMENT; AMENDMENTS; NO WAIVERS. It is agreed and understood that this Agreement contains all agreements, promises and understandings between LESSOR and LESSEE and that no verbal or oral agreements, promises or understandings shall be binding upon either LESSOR or LESSEE in any dispute, controversy or proceeding at law, and any addition, variation or modification to this Agreement shall be void and ineffective unless made in writing signed by the Parties. In the event any provision of the Agreement is found to be invalid or unenforceable, such finding shall not affect the validity and enforceability of the remaining provisions of this Agreement. The failure of either Party to insist upon strict performance of any of the terms or conditions of this Agreement or to exercise any of its rights under the Agreement shall not waive such rights and such Party shall have the right to enforce such rights at any time and take such action as may be lawful and authorized under this Agreement, in law or in equity.

22. GOVERNING LAW. This Agreement and the performance thereof shall be governed, interpreted, construed and regulated by the Laws of the Commonwealth of Virginia. Any suit or controversy arising under this Agreement shall be litigated in the General District or Circuit Court of the City of Richmond, Virginia.

23. ASSIGNMENT. This Agreement may be sold, assigned or transferred by LESSEE without any approval or consent of LESSOR to LESSEE's principal, affiliates, subsidiaries of its principal or to any entity which acquires all or substantially all of LESSEE's assets in the market defined by the Federal Communications Commission in which the Property is located by reason of a merger, acquisition or other business reorganization. As to other parties, this Agreement may not be sold, assigned or transferred without the written consent of LESSOR, which such consent will not be unreasonably withheld, delayed or conditioned. No change of stock ownership, partnership interest or control of LESSEE or transfer upon partnership or corporate dissolution of LESSEE shall constitute an assignment hereunder. LESSEE may sublet the Premises or a portion thereof with the prior written approval of LESSOR, which consent shall not be unreasonably withheld, delayed, or conditioned; provided, however, that if LESSOR does not respond to a written request by LESSEE to sublet the Premises or a portion thereof within thirty (30) days of receipt of such request, then LESSOR shall be deemed to approve of such request. Any sublease that is entered into by LESSEE shall be subject to the provisions of this Agreement and shall be binding upon the successors, assigns, heirs and legal representatives of the respective Parties hereto.

24. NOTICES. All notices hereunder must be in writing and shall be deemed validly given if sent by certified mail, return receipt requested or by commercial courier, provided the courier's regular business is delivery service and provided further that it guarantees delivery to the addressee by the end of the next business day following the courier's receipt from the sender,

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addressed as follows (or any other address that the Party to be notified may have designated to the sender by like notice):

LESSOR: City of Richmond  
Department of Emergency Communications  
3516 N. Hopkins Road  
Richmond, Virginia 23224

With a copy to: City Attorney  
City of Richmond  
900 E. Broad Street, Room 300  
Richmond, Virginia 23219

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

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

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

26. MEMORANDUM OF LEASE. LESSOR and LESSEE hereby agree, following the execution of this Agreement, to execute the short form Memorandum of Lease, in a form suitable for recording, substantially in the form of Exhibit B attached hereto and incorporated herein. LESSEE, at its sole expense, may record the Memorandum of Lease in the land records for the City of Richmond, Virginia. The date set forth in the Memorandum of Lease is for recording purposes only and bears no reference to commencement of either the Term or rent payments.

27. DEFAULT.

a. In the event there is a breach by LESSEE with respect to any of the provisions of this Agreement or its obligations under it, including the payment of Rent, LESSOR shall give LESSEE written notice of such breach. After receipt of such written notice, LESSEE shall have fifteen (15) days in which to cure any monetary breach and thirty (30) days in which to cure any non-monetary breach, provided LESSEE shall have an additional thirty (30) days in which to cure a breach if the nature of the cure is such that it reasonably requires more than thirty (30) days and LESSEE commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion. LESSOR may not maintain any action or effect any remedies for default against LESSEE unless and until LESSEE has failed to cure the breach within the time periods provided in this Section. Notwithstanding the foregoing, the cure periods set forth in this Section 27 do not apply to LESSEE's breach of any provision

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promulgated by Section 15 of this Agreement, in which case the cure periods therein apply and LESSEE shall be in default upon failing to cure within the time periods therein.

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

28. REMEDIES. In addition to the remedies specifically provided elsewhere in this Agreement, in the event of a default by either Party with respect to a material 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 the Agreement and may pursue any remedy now or hereafter available to the non-defaulting Party under the Laws or judicial decisions of the state in which the Premises are located.

29. ENVIRONMENTAL. LESSEE shall not cause or permit the escape, disposal or release of any other hazardous substances or materials. LESSEE shall not allow the storage or use of such substances or materials in any manner not sanctioned by law, nor allow to be brought into or onto the Premises or Property any such materials or substances except to use in the ordinary course of activities permitted hereunder. LESSEE covenants and agrees that its activities at the Premises will at all times during its use or occupancy thereof comply with all now existing or hereafter enacted or issued statutes, laws, rules, ordinances, orders, permits and regulations of all environmental, state, federal, City and other governmental and regulatory authorities, agencies and bodies applicable to the Premises. LESSEE shall indemnify and hold harmless LESSOR from any and all loss, cost and expense, including reasonable attorneys' fees, occasioned by LESSEE's failure to comply with this Section, unless such non-compliance is caused by LESSOR, provided that LESSEE shall be provided with prompt notice of any claim, the reasonable cooperation of LESSOR in the defense of a claim and the ability to investigate and manage any claim with employees, agents, consultants and attorneys of its choosing as LESSEE deems appropriate.

LESSEE, however, shall not be responsible for any conditions existing on the Property as of the date this Agreement is executed or any conditions to the extent not caused by LESSEE's activities.

30. CASUALTY. In the event of damage by fire or other casualty to the Premises that render the Premises untenantable for LESSEE's use, LESSOR may terminate this Agreement if LESSOR chooses to not repair the damage. If the LESSOR chooses to repair the damage then the Agreement shall remain in effect subject to the following. If the damage cannot reasonably be expected to be repaired within forty-five (45) days following same or, if the Property is

Site Name: Richmond Public Library

damaged by fire or other casualty so that such damage may reasonably be expected to disrupt LESSEE's operations at the Premises for more than forty-five (45) days, then LESSEE may, at any time following such fire or other casualty, provided LESSOR has not completed the restoration required to permit LESSEE to resume its operation at the Premises, terminate this Agreement upon fifteen (15) days prior written notice to LESSOR. Any such notice of termination shall cause this Agreement to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of this Agreement and the Parties shall make an appropriate adjustment, as of such termination date, with respect to payments due to the other under this Agreement. Notwithstanding the foregoing, the Rent shall abate during the period of repair following such fire or other casualty in which the Premises are untenantable for LESSEE's use.

31. CONDEMNATION. In the event of any condemnation of all or any portion of the Property, this Agreement shall terminate as to the part so taken as of the date the condemning authority takes title or possession, whichever occurs first. If as a result of a partial condemnation of the Premises or Property, LESSEE, in LESSEE's sole discretion, is unable to use the Premises for the purposes intended hereunder, or if such condemnation may reasonably be expected to disrupt LESSEE's operations at the Premises for more than forty-five (45) days, LESSEE may, at LESSEE's option, to be exercised in writing within fifteen (15) days after LESSOR shall have given LESSEE written notice of such taking (or in the absence of such notice, within fifteen (15) days after the condemning authority shall have taken possession) terminate this Agreement as of the date the condemning authority takes such possession. LESSEE may on its own behalf make a claim in any condemnation proceeding involving the Premises for losses related to the equipment, conduits, fixtures, its relocation costs and its damages and losses (but not for the loss of its leasehold interest). Any such notice of termination shall cause this Agreement to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of this Agreement and the Parties shall make an appropriate adjustment as of such termination date with respect to payments due to the other under this Agreement. If LESSEE does not terminate this Agreement in accordance with the foregoing, this Agreement shall remain in full force and effect as to the portion of the Premises remaining, except that the rent shall be reduced in the same proportion as the rentable area of the Premises taken bears to the total rentable area of the Premises. In the event that this Agreement is not terminated by reason of such condemnation, LESSOR shall promptly repair any damage to the Premises caused by such condemning authority.

32. RIGHT OF ENTRY AND INSPECTION. At any time during the Term of this Agreement, LESSOR and any representative of LESSOR's choosing shall have the right to enter the Premises at reasonable times with reasonable notice to inspect the Premises, to ensure compliance with the terms of this Agreement, to conduct any repair, improvement, or maintenance contemplated under the Agreement, and for any other lawful reason contemplated under the agreement.

33. NON-APPROPRIATION. All payments and other performance by the LESSOR under this Agreement are subject to annual appropriations by the City Council for the City of

Site Name: Richmond Public Library

Richmond; consequently, this Agreement shall bind the LESSOR only to the extent that the City Council appropriates sufficient funds for the LESSOR to perform its obligations hereunder

34. SUBMISSION OF AGREEMENT/PARTIAL INVALIDITY/AUTHORITY. The submission of this Agreement for examination does not constitute an offer to lease the Premises and this Agreement becomes effective only upon the full execution of this Agreement by the Parties. Moreover, the City's execution takes effect only if it follows proper authorization via ordinance by City Council. 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.

35. SIGNATURE AUTHORITY. Once the Agreement is duly executed in accordance with Section 34 of this Agreement, unless specifically otherwise provided herein, the Chief Administrative Officer of the City of Richmond or her designee shall have the authority to provide any notices and authorizations contemplated herein on behalf of the City.

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

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

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



Site Name: Richmond Public Library

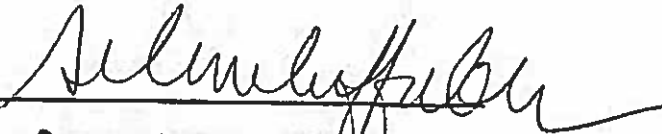
IN WITNESS WHEREOF, the Parties have set their hands to this Agreement as of the Effective Date.

**LESSOR:**

**CITY OF RICHMOND, as authorized by**

**Ordinance No. 2018-264 approved**

**by City Council on November 23, 2018**


By: 

Name: Selena Coffee-Glen

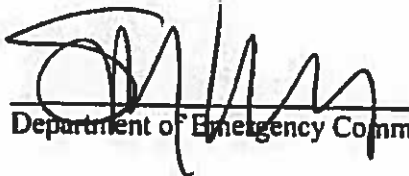
Title: Chief Administrative Officer

Date: 1/22/19

**Approved as to Form:**

  
City Attorney's Office


**Approved as to Terms:**

  
Department of Emergency Communications

Site Name: Richmond Public Library

**LESSEE:**

**CELLCO PARTNERSHIP**  
d/b/a Verizon Wireless

By:   
Thomas O'Malley  
Director Network Field Engineering

Date: 12/21/17

Site Name: Richmond Public Library

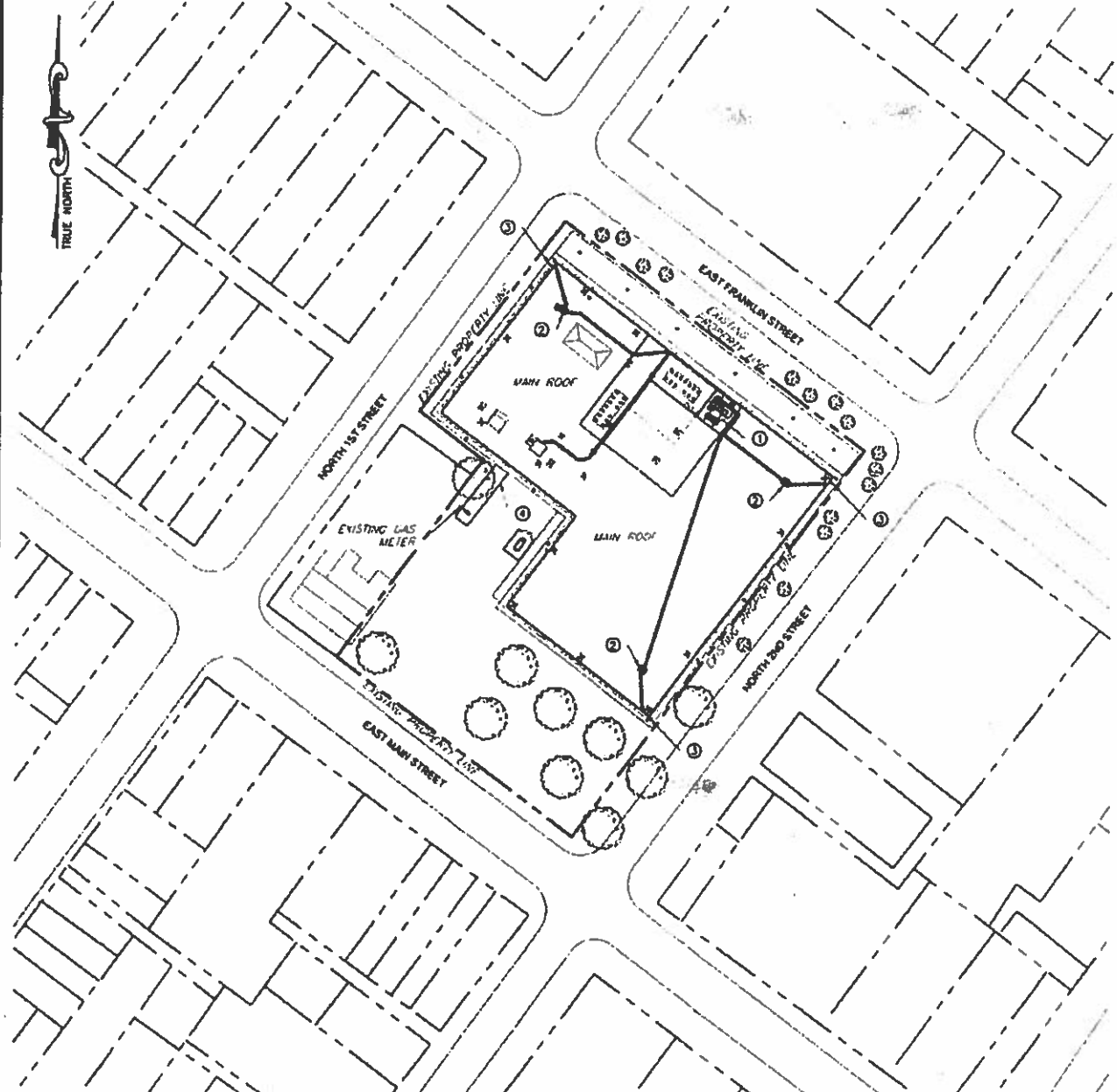
**Exhibit A-1**

Description of the Rooftop Premises

*[See attached.]*

Exhibit A

NOT FOR CONSTRUCTION



**SITE PLAN**

**LEASE NOTES**

- ① NEW LESSEE 18'X22.5' LEASE AREA ON ROOFTOP FOR EQUIPMENT
- ② NEW LESSEE EQUIPMENT AREA FOR NON-PENETRATING RRM SLED MOUNT
- ③ NEW LESSEE EQUIPMENT AREA FOR ANTENNAS
- ④ NEW LESSEE CABLING SPACE

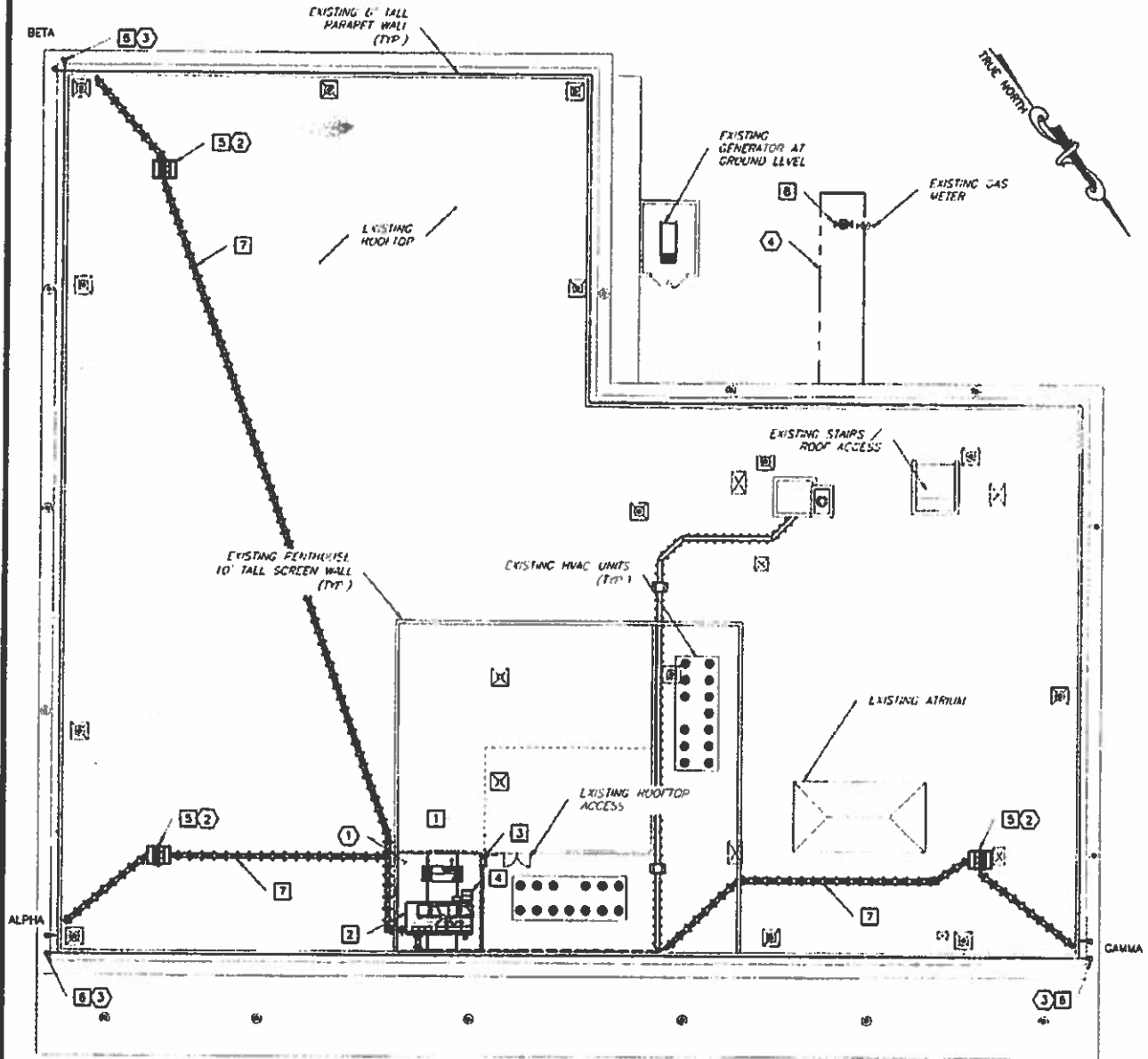
**NB+C**  
**TOTALLY COMMITTED.**  
 NB+C ENGINEERING SERVICES, LLC.  
440 WATERVIEW DRIVE, SUITE 100  
 LYNN PLAZA, 1007200  
 804 508 4215

"RICHMOND PUBLIC LIBRARY"  
 VERIZON NEW BUILD  
 101 E. FRANKLIN STREET  
 RICHMOND, VA 23219  
 CITY OF RICHMOND

SUBMITTALS		
REV	DATE	BY
PRELIMINARY	1/07/16	DM
REVISED	02/26/16	OP
REVISED	09/26/16	OP
REVISED	03/14/17	PP

**SITE INFORMATION**  
 SITE VISIT BY: TTS  
 DATE: 12/30/15  
 LAT (NAD 83): 37°32'33.4"  
 LONG (NAD 83): -77°26'32.9"

NOT FOR CONSTRUCTION



**ROOFTOP PLAN**

**CONSTRUCTION NOTES**

- 1 NEW LESSEE NATURAL GAS GENERATOR ON STEEL DUNNAGE ON ROOFTOP
- 2 NEW LESSEE EQUIPMENT ON 7'X15' STEEL PLATFORM
- 3 NEW LESSEE HANDRAIL
- 4 NEW LESSEE TRANSFORMER
- 5 NEW LESSEE NON-PENETRATING SLED MOUNT FOR RRHS
- 6 NEW LESSEE ANTENNAS ON PARAPET WALL
- 7 NEW LESSEE CABLE TRAY ON SLEEPERS FOR CABLES
- 8 NEW LESSEE GAS METER

**LEASE NOTES**

- 1 NEW LESSEE 19'X22.3' LEASE AREA ON ROOFTOP FOR EQUIPMENT
- 2 NEW LESSEE EQUIPMENT AREA FOR NON-PENETRATING RRH SLED MOUNT
- 3 NEW LESSEE EQUIPMENT AREA FOR ANTENNAS
- 4 NEW LESSEE CABLING SPACE

**NB+C**  
TOTALLY COMMITTED.

NB+C ENGINEERING SERVICES, LLC.  
4015 WASHINGTON DRIVE SUITE 101  
RICHMOND VA 23220  
(804) 647-4000

"RICHMOND PUBLIC LIBRARY"  
VERIZON NEW BUILD  
101 E. FRANKLIN STREET  
RICHMOND, VA 23219  
CITY OF RICHMOND

SUBMITTALS		
REV	DATE	BY
PRELIMINARY	1/07/16	DM
REVISED	02/26/16	OP
REVISED	09/26/16	OP
REVISED	03/14/17	PP

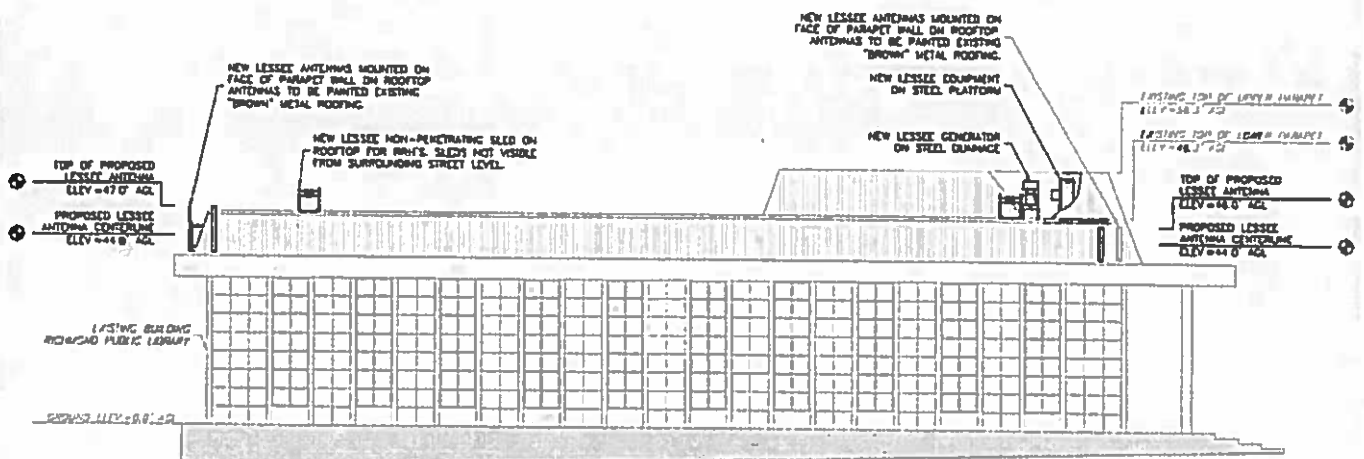
SHEET 2 OF 3

**SITE INFORMATION**

SITE VISIT BY: TTS  
DATE: 12/30/15  
LAT (NAD 83): 37°32'33.4"  
LONG (NAD 83): -77°26'32.9"

NOT FOR CONSTRUCTION

NOTE:  
 • TOP OF ANTENNA AT ALPHA AND GAMMA SECTOR IS +8.0'  
 • TOP OF ANTENNA AT BETA SECTOR IS +7.0'



**EAST ELEVATION**

**NB+C**  
 TOTALLY COMMITTED

NS-S ENGINEERING SERVICES, LLC  
 4000 BRIDGEWAY DRIVE, SUITE 200  
 RICHMOND, VA 23221

**RICHMOND PUBLIC LIBRARY  
 VERIZON NEW BUILD  
 101 E. FRANKLIN STREET  
 RICHMOND, VA 23219  
 CITY OF RICHMOND**

SUBMITTALS		
REV	DATE	BY
PRELIMINARY	1/07/18	DM
REVISED	02/28/16	OP
REVISED	09/28/16	CP
REVISED	03/14/17	PP
SHEET 3 OF 3		

SITE INFORMATION	
SITE VISIT BY TTS	
DATE 12/10/15	
LAT (NAD 83)	37°32'33.4"
LONG (NAD 83)	-77°26'32.9"

---

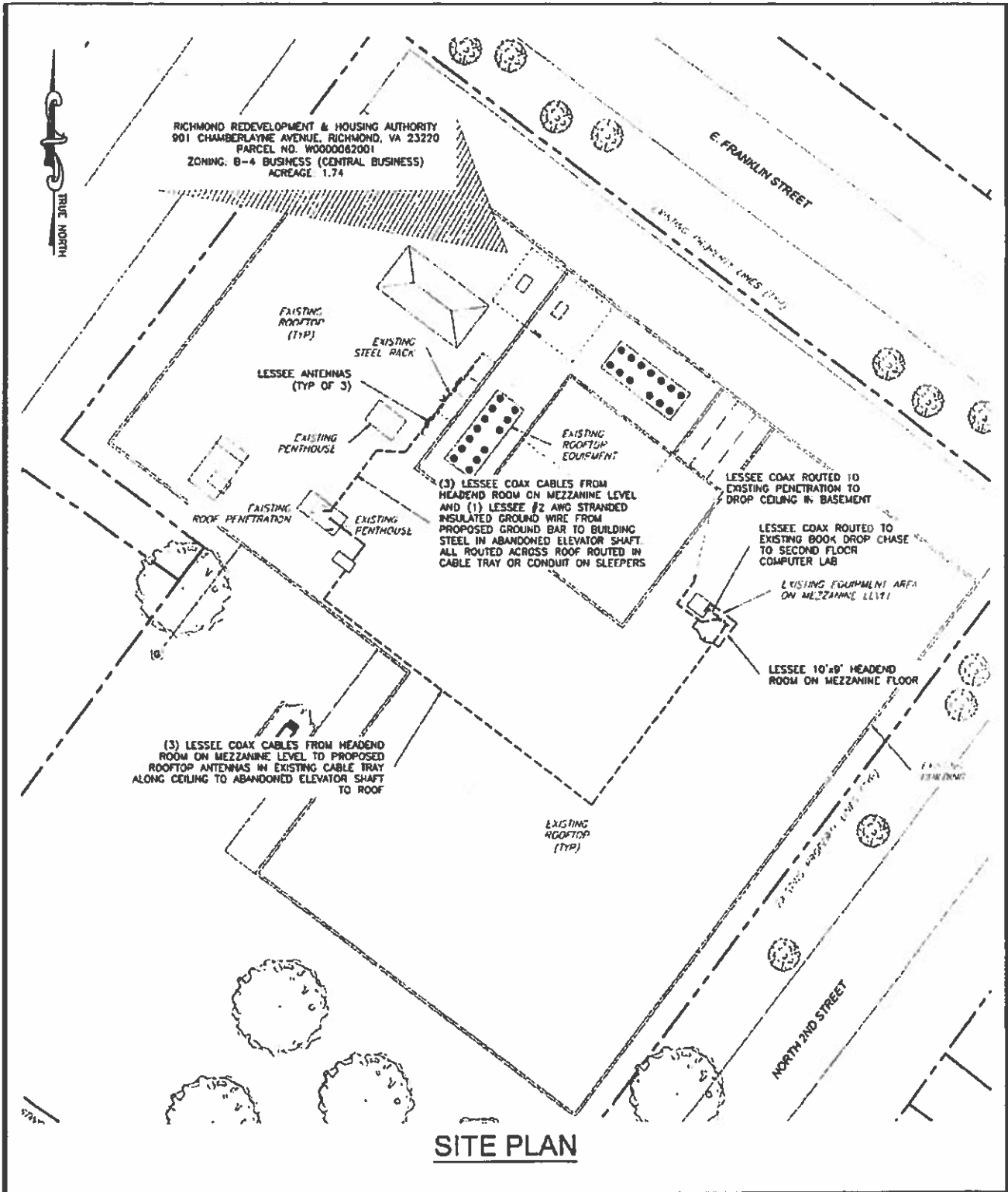
Site Name: Richmond Public Library

**Exhibit A-2**

Description of the IBRD Premises

*[See attached.]*

Exhibit A



**NB+C**  
**TOTALLY COMMITTED.**

**NB+C ENGINEERING SERVICES, LLC.**  
 648 HUNTERS CREEK DRIVE, SUITE 100  
 CLAY ALLEN, VA 23040

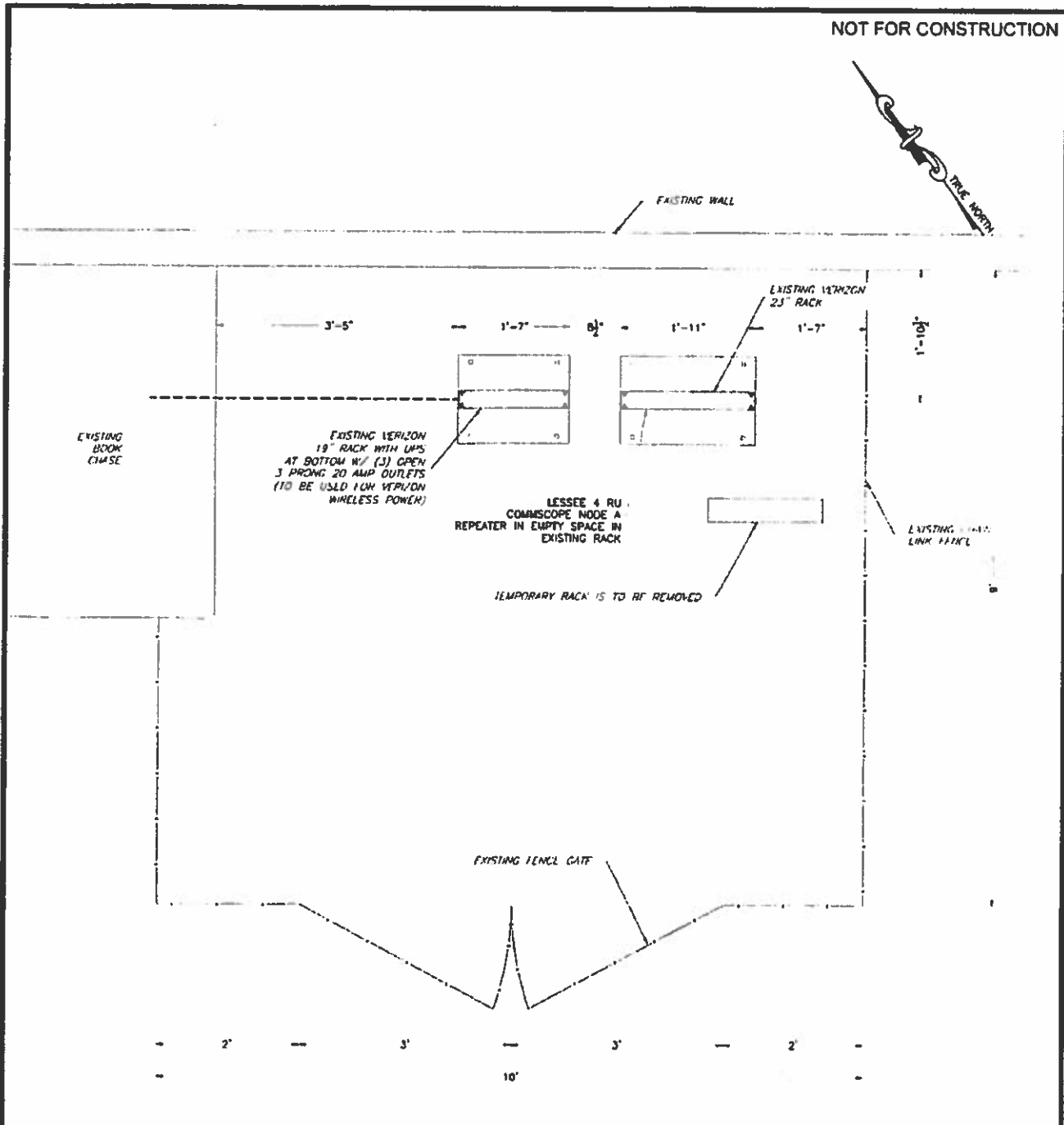
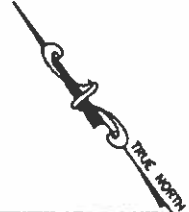
**RICHMOND EOC IB**  
**VERIZON WIRELESS**  
 101 E. FRANKLIN STREET  
 RICHMOND, VA 23219  
 CITY OF RICHMOND

SUBMITTALS		
REVISION	DATE	BY
0	03/06/17	MH
1	08/18/17	JD

SITE INFORMATION	
SITE VISIT BY:	TS
DATE:	7/27/15
LAT (NAD 83):	37° 32' 33.64"
LONG (NAD 83):	-77° 26' 33.29"



NOT FOR CONSTRUCTION



**HEADEND ROOM FLOOR PLAN ON MEZZANINE FLOOR**

**NB+C**  
**TOTALLY COMMITTED**  
 NB+C ENGINEERING SERVICES, LLC.  
 4123 WHITEHORN DRIVE, SUITE 100  
 GLEN ALLEN, VA 22089

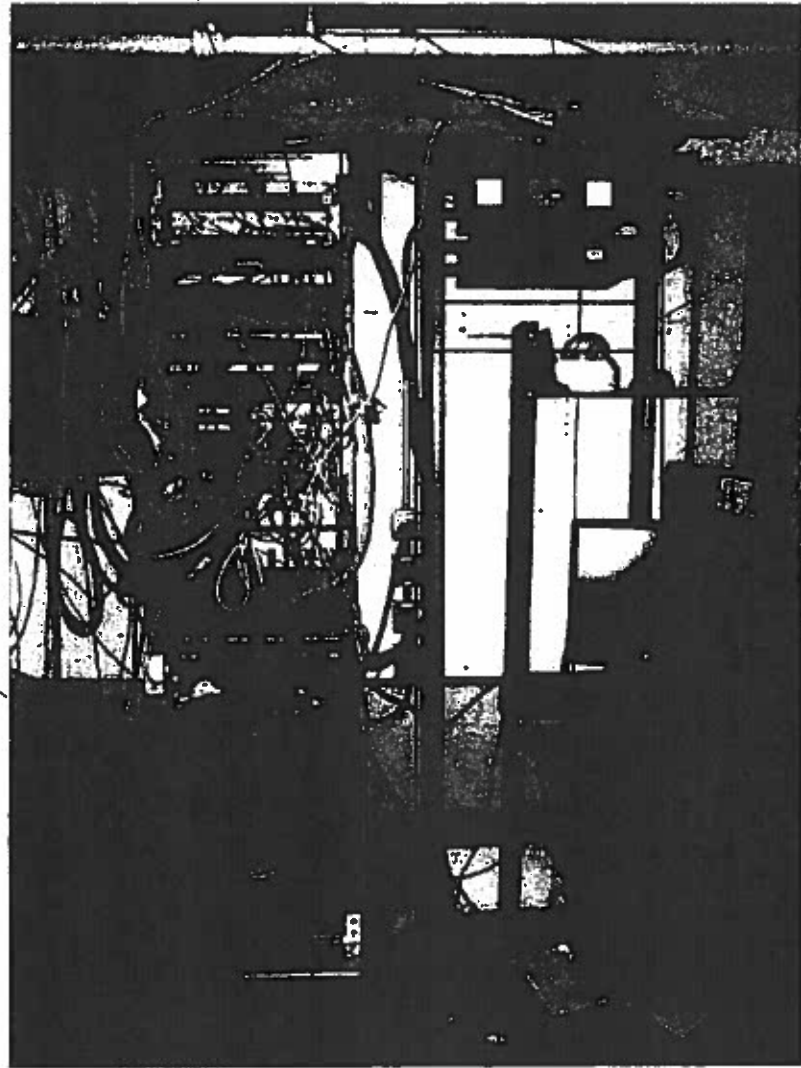
RICHMOND EOC IB  
 VERIZON WIRELESS  
 101 E. FRANKLIN STREET  
 RICHMOND, VA 23219  
 CITY OF RICHMOND

SUBMITTALS	
REVISION	DATE BY
0	03/06/17 MH
1	08/18/17 JD

SITE INFORMATION	
SITE VISIT BY TS	DATE 7/27/15
LAT (NAD 83): 37° 32' 33.64"	
LONG (NAD 83): -77° 26' 33.29"	

NOT FOR CONSTRUCTION

EXISTING 19" RACK      EXISTING CABLE LADDER      EXISTING 23" RACK OWNED BY VERIZON



EXISTING UPS BACKUP POWER SYSTEM WITH (3) OPEN 3-PHASE BREAKERS VERIZON WIRELESS TO PULL POWER FROM HERE

LESSEL NODE A (TO TAKE UP 4 RACK UNITS)

TEMP RACK TO BE REMOVED

### HEADEND EQUIPMENT RACK ELEVATION

**NB+C**  
TOTALLY COMMITTED.

NB+C ENGINEERING SERVICES, LLC.  
443 WATERFRONT DRIVE, SUITE 100  
OLD FALLEN VA 23060

RICHMOND EOC IB  
VERIZON WIRELESS  
101 E. FRANKLIN STREET  
RICHMOND, VA 23219  
CITY OF RICHMOND

SUBMITTALS		
REVISION	DATE	BY
0	03/06/17	MH
1	08/18/17	JD

SITE INFORMATION	
SITE VISIT BY:	TS
DATE	7/27/15
LAT (NAD 83)	37° 32' 33.64"
LONG (NAD 83)	-77° 26' 33.29"

Site Name: Richmond Public Library

**Exhibit B**

Memorandum of Lease

PREPARED BY AND  
AFTER RECORDING RETURN TO:  
Hirschler Fleischer  
P.O. Box 500  
Richmond, VA 23218  
Tax Map #: W0000062001

**SUBJECT TO STATE RECORDATION TAX OF \$15 PURSUANT TO VIRGINIA CODE  
§58.1-807F, FOR LEASE OF A COMMUNICATIONS TOWER SITE.**

**MEMORANDUM OF LEASE**

THIS MEMORANDUM OF LEASE is made effective as of this \_\_\_\_ day of \_\_\_\_\_, 2017, (the "Effective Date") between the **CITY OF RICHMOND**, a municipal corporation of the Commonwealth of Virginia, with a mailing address of c/o City Attorney, 900 F. Broad Street, Room 300, Richmond, Virginia 23219 ("LESSOR") (a grantor for indexing purposes) and **CELLCO PARTNERSHIP**, d/b/a Verizon Wireless, with its principal office located at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920, ("LESSEE") (a grantee for indexing purposes).

1. LESSOR is the owner of that certain parcel of real property known as the Richmond Public Library, Main Branch, located at 101 F. Franklin Street, Richmond, Virginia 23219 as shown on the Tax Map for the City of Richmond, Virginia, as Tax Parcel No. W0000062001, and as more particularly described in that certain Decd dated February 26, 2016, recorded March 2, 2016 in the Clerk's Office of the Circuit Court of the City of Richmond, Virginia in Decd Book 3843, Page 0320 (the "Property").

2. Pursuant to a Lease Agreement dated of even date herewith between LESSOR and LESSEE (the "Lease"), LESSOR leased to LESSEE a portion of the Property being described as follows (the "Premises"):

- a. **Rooftop Premises.** Approximately Four Hundred Twenty-Three and Seven Tenths (423.7) square feet of space (the "Rooftop Space") on the roof of the Richmond Public Library, Main Branch building (the "Building") located on the Property, for the installation, operation and maintenance of communications equipment; together with such additional space on the roof of the Building sufficient for the installation, operation and maintenance of antennas and remote radio-heads (the "Antenna Space"); together with such additional space within the Building and on the roof of the Building for the installation, operation and maintenance of wires, cables, conduits and pipes (the "Cabling Space") running between and among the Rooftop Space and the Antenna Space

Exhibit B

Site Name: Richmond Public Library

and to all necessary electrical and telephone utility sources located within the Building or on the Property. The Rooftop Space, the Antenna Space and the Cabling Space are hereinafter collectively referred to as the "Rooftop Premises" and are as shown on Exhibit "A-1" attached hereto and made a part hereof; and

- b. In-Building Radio-Distribution Premises. Space on the roof of the Building and within the Building sufficient for the installation, operation and maintenance of microcell(s), rerad(s) or other similar or comparable in-building radio-distribution devices and the antennas serving them (the "IBRD Space"); together with such additional space within the Building and on the roof of the Building for the installation, operation and maintenance of wires, cables, conduits and pipes (the "IBRD Cabling Space") running between and among the IBRD Space and to all necessary electrical and telephone utility sources located within the Building or on the Property. The IBRD Space and the IBRD Cabling Space are hereinafter collectively referred to as the "IBRD Premises" and are as shown on Exhibit "A-2" attached hereto and made a part hereof.

3. LESSOR further granted to LESSEE the non-exclusive right of ingress and egress from the public right-of-ways to and from the Premises over the Property and in and through the Building for the purpose of installation, operation and maintenance of LESSEE's Communications Facility at the times and subject to the limitations set forth in Section 3 of the Lease.

4. The Lease has an initial term of five (5) years. The Lease may be extended for up to five (5) additional five (5) year terms, provided no extension shall be effective unless approved by the City Council for the City of Richmond, Virginia. The Commencement Date is defined as the date LESSEE is granted a building permit by the governmental agency charged with issuing such permits, or the date of execution of the Lease by the parties, whichever is later. In the event the date at which LESSEE is granted a building permit or the date of execution of the Agreement, whichever is applicable, falls between the 1<sup>st</sup> and 15<sup>th</sup> of the month, the Agreement shall commence on the 1<sup>st</sup> of that month and if such date falls between the 16<sup>th</sup> and 31<sup>st</sup> of the month, then the Agreement shall commence on the 1<sup>st</sup> day of the following month

5. The terms, covenants and provisions of the Lease, of which this is a memorandum, shall extend to and be binding upon the respective administrators, successors and assigns of LESSOR and LESSEE.

6. This Memorandum of Lease is subject to all of the terms, conditions and understandings set forth in the Lease, which are incorporated herein by reference and made a part hereof, as though copied verbatim herein. In the event of a conflict between the terms and conditions of this Memorandum of Lease and the terms and conditions of the Lease, the terms and conditions of the Lease shall prevail.

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

Exhibit B

Site Name: Richmond Public Library

IN WITNESS WHEREOF, LESSOR and LESSEE have executed this Memorandum of Lease as of the Effective Date.

**LESSOR:**

**CITY OF RICHMOND**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

COMMONWEALTH OF VIRGINIA  
CITY OF RICHMOND, to-wit:

The foregoing instrument was acknowledged before me this \_\_\_ day of \_\_\_\_\_, 20\_\_\_,  
by \_\_\_\_\_, as \_\_\_\_\_ of the City of Richmond on behalf of the city.

\_\_\_\_\_  
Notary Public

My Commission expires: \_\_\_\_\_  
Notary Registration number: \_\_\_\_\_

Exhibit B

Site Name: Richmond Public Library

**LESSEE:**

**CELLCO PARTNERSHIP**  
d/b/a Verizon Wireless

By: \_\_\_\_\_  
Thomas O'Malley  
Director-Network Field Engineering

STATE OF \_\_\_\_\_  
CITY/COUNTY OF \_\_\_\_\_, to-wit:

The foregoing instrument was acknowledged before me this \_\_\_ day of \_\_\_\_\_, 20\_\_\_, by Thomas O'Malley, as Director-Network Field Engineering of Cellco Partnership, d/b/a Verizon Wireless, on behalf of the partnership.

My Commission Expires: \_\_\_\_\_  
Notary Registration number: \_\_\_\_\_

\_\_\_\_\_  
Notary Public

Site Name: Richmond Public Library

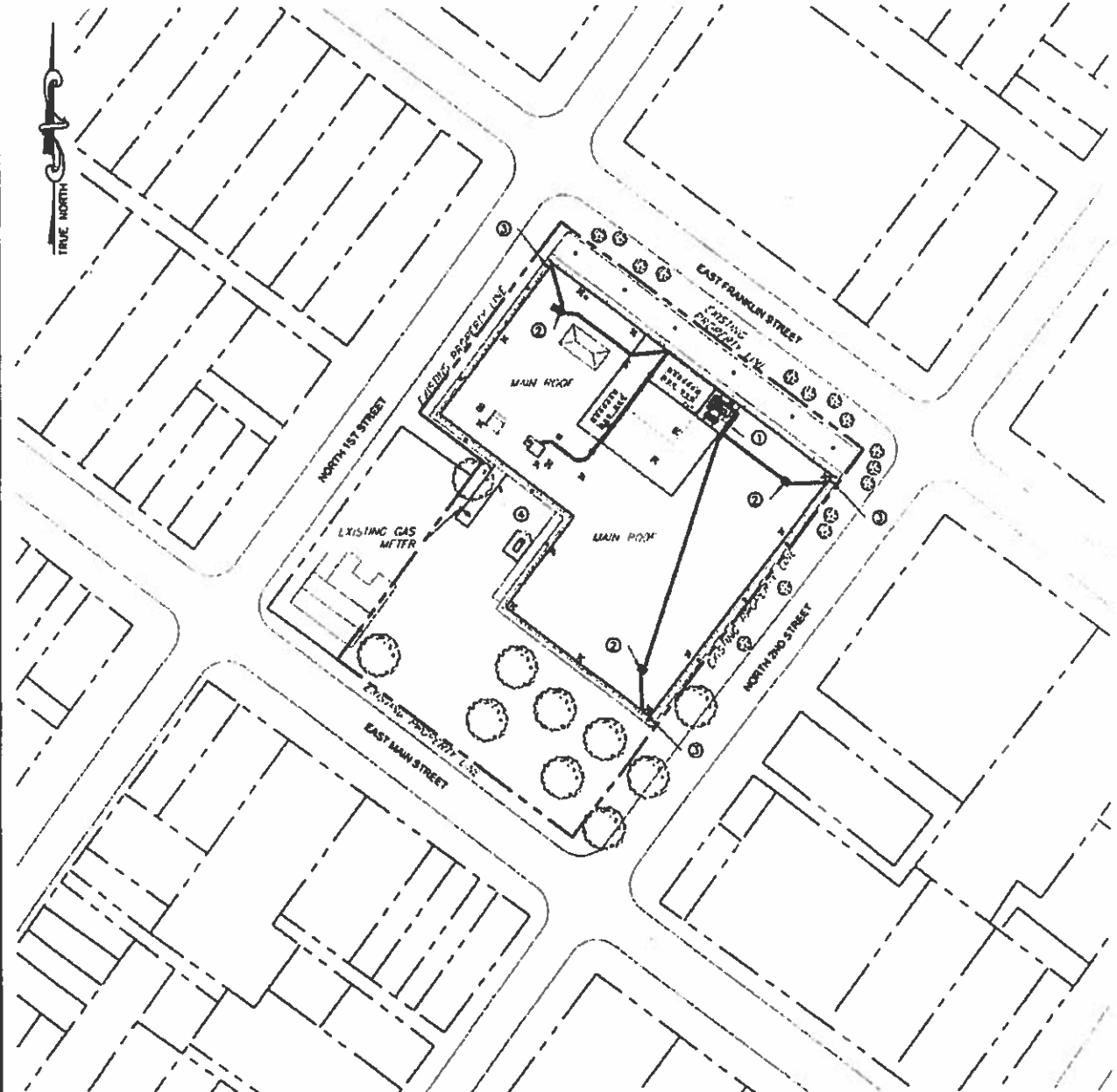
**Exhibit A-1 To Memorandum of Lease**

Description of the Rooftop Premises

*[See attached.]*

Exhibit B

NOT FOR CONSTRUCTION



**SITE PLAN**

**LEASE NOTES**

- ① NEW LESSEE 18'x22.3' LEASE AREA ON ROOFTOP FOR EQUIPMENT
- ② NEW LESSEE EQUIPMENT AREA FOR NON-PENETRATING RRH SLED MOUNT
- ③ NEW LESSEE EQUIPMENT AREA FOR ANTENNAS
- ④ NEW LESSEE CABLING SPACE

**NB+C**  
**TOTALLY COMMITTED.**  
 NB+C ENGINEERING SERVICES, LLC.  
410 WATERBURY DRIVE SUITE 100  
 RICHMOND, VA 23220  
 804-740-4000

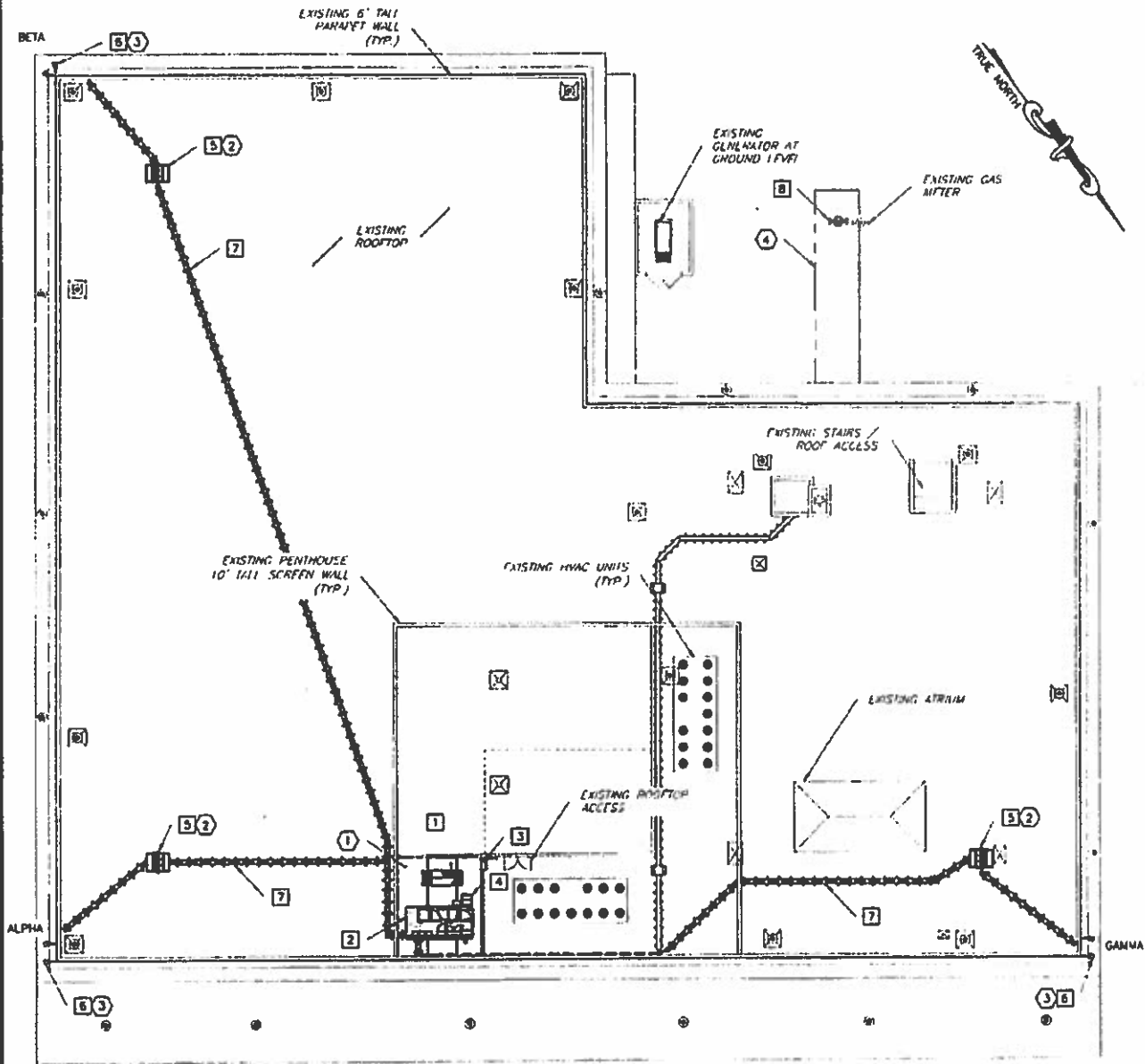
"RICHMOND PUBLIC LIBRARY"  
 VERIZON NEW BUILD  
 101 E. FRANKLIN STREET  
 RICHMOND, VA 23219  
 CITY OF RICHMOND

SUBMITTALS		
REV	DATE	BY
PRELIMINARY	1/07/16	DM
REVISED	02/26/16	OP
REVISED	09/26/16	OP
REVISED	03/14/17	PP

SITE INFORMATION	
SITE VISIT BY:	TTS
DATE	12/30/15
LAT (NAD 83):	37°32'33.4"
LONG (NAD 83):	-77°26'32.9"



NOT FOR CONSTRUCTION



**ROOFTOP PLAN**

**CONSTRUCTION NOTES**

- 1 NEW LESSEE NATURAL GAS GENERATOR ON STEEL DUNNAGE ON ROOFTOP
- 2 NEW LESSEE EQUIPMENT ON 7'X15' STEEL PLATFORM
- 3 NEW LESSEE HANDRAIL
- 4 NEW LESSEE TRANSFORMER
- 5 NEW LESSEE NON-PENETRATING SLED MOUNT FOR RRHS
- 6 NEW LESSEE ANTENNAS ON PARAPET WALL
- 7 NEW LESSEE CABLE TRAY ON SLEEPERS FOR CABLES
- 8 NEW LESSEE GAS METER

**LEASE NOTES**

- 1 NEW LESSEE 19'X22.3' LEASE AREA ON ROOFTOP FOR EQUIPMENT
- 2 NEW LESSEE EQUIPMENT AREA FOR NON-PENETRATING RRH SLED MOUNT
- 3 NEW LESSEE EQUIPMENT AREA FOR ANTENNAS
- 4 NEW LESSEE CABLING SPACE



NB+C ENGINEERING SERVICES, LLC.  
442 WATERBURY DRIVE, SUITE 100  
GLENN ALLEN, VA 22080  
800.646.0271

"RICHMOND PUBLIC LIBRARY"  
VERIZON NEW BUILD  
101 E. FRANKLIN STREET  
RICHMOND, VA 23219  
CITY OF RICHMOND

**SUBMITTALS**

REV	DATE	BY
PRELIMINARY	1/07/16	DM
REVISED	02/26/16	OP
REVISED	09/26/16	OP
REVISED	03/14/17	PP

**SITE INFORMATION**

SITE VISIT BY TTS  
DATE: 12/30/15  
LAT (NAD 83) 37°32'33.4"  
LONG (NAD 83) -77°26'32.9"

NOT FOR CONSTRUCTION

NOTE  
• TOP OF ANTENNA AT ALPHA AND GAMMA SECTOR IS 48.0'  
• TOP OF ANTENNA AT BETA SECTOR IS 47.0'

NEW LESSEE ANTENNAS MOUNTED ON FACE OF PARAPET WALL ON ROOFTOP ANTENNAS TO BE PAINTED EXISTING "BROWN" METAL ROOFING

NEW LESSEE NON-PENETRATING SLED ON ROOFTOP FOR RRH'S SLEDS NOT VISIBLE FROM SURROUNDING STREET LEVEL

NEW LESSEE ANTENNAS MOUNTED ON FACE OF PARAPET WALL ON ROOFTOP ANTENNAS TO BE PAINTED EXISTING "BROWN" METAL ROOFING

NEW LESSEE EQUIPMENT ON STEEL PLATFORM

NEW LESSEE GENERATOR ON STEEL DERRICK

TOP OF PROPOSED LESSEE ANTENNA ELEV = 47.0' AG  
PROPOSED LESSEE ANTENNA CENTERLINE ELEV = 44.0' AG

TOP OF PROPOSED LESSEE ANTENNA ELEV = 46.0' AG  
PROPOSED LESSEE ANTENNA CENTERLINE ELEV = 44.0' AG

EXISTING BUILDING RICHMOND PUBLIC LIBRARY

EAST ELEVATION

**NBIC**  
TOTALLY COMMITTED

NBIC ENGINEERING SERVICES, LLC  
1000 EAST MAIN STREET, SUITE 100  
RICHMOND, VA 23219

RICHMOND PUBLIC LIBRARY  
VERIZON NEW BUILD  
101 E. FRANKLIN STREET  
RICHMOND, VA 23219  
CITY OF RICHMOND

**SUBMITTALS**

REV	DATE	BY
PRELIMINARY	1/07/16	DM
REVISED	02/26/16	OP
REVISED	08/26/16	OP
REVISED	03/14/17	PP

**SITE INFORMATION**

SITE VISIT BY TTS  
DATE 12/10/15  
LAT (NAD 83) 37°32'33.4"  
LONG (NAD 83) -77°28'32.9"

SHEET 3 OF 3

Site Name: Richmond Public Library

**Exhibit A-2 To Memorandum of Lease**

Description of the IBRD Premises

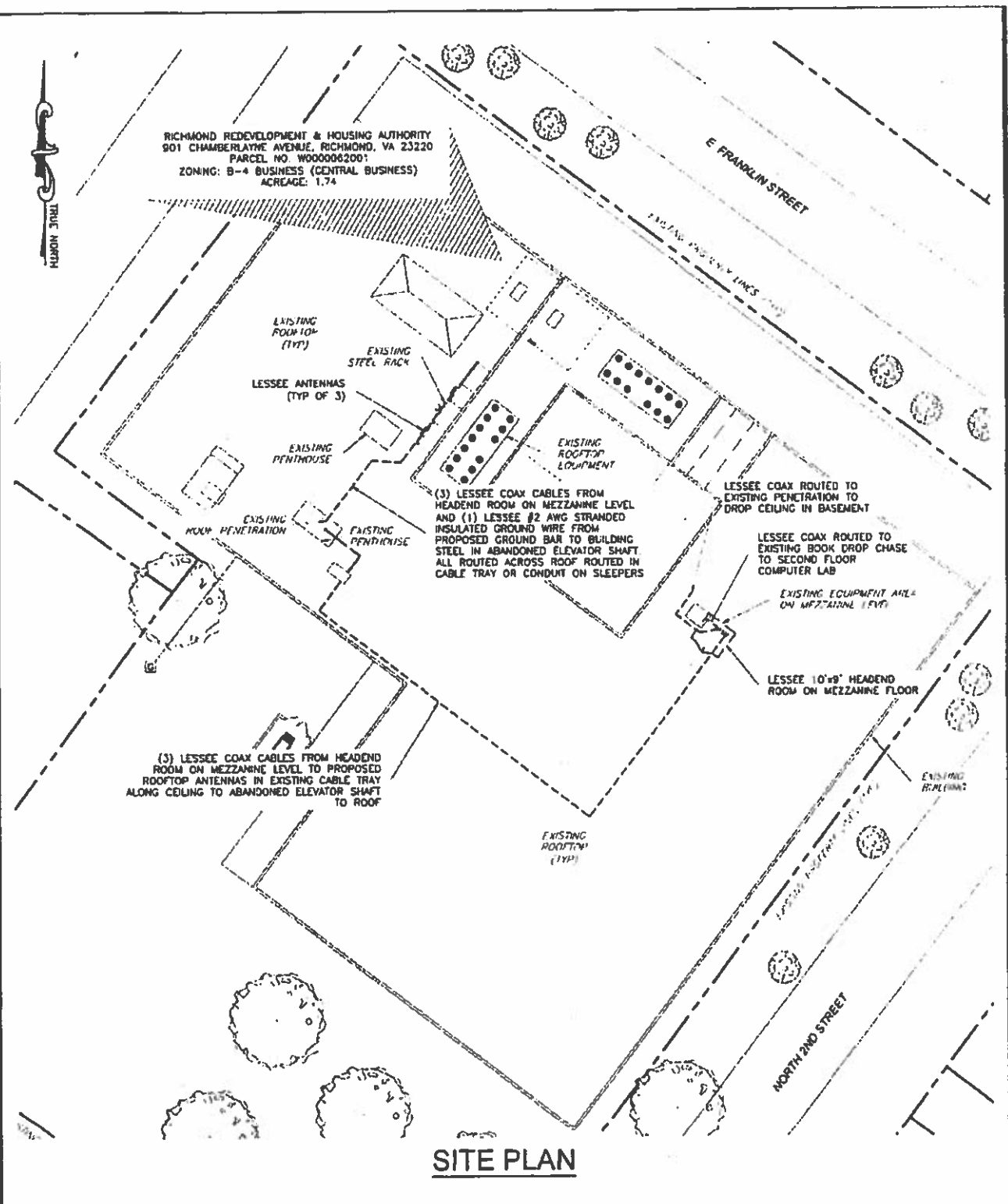
*[See attached.]*

8614624-3 019496 03871

Exhibit B



RICHMOND REDEVELOPMENT & HOUSING AUTHORITY  
 901 CHAMBERLAIN AVENUE, RICHMOND, VA 23220  
 PARCEL NO. W0000062001  
 ZONING: B-4 BUSINESS (CENTRAL BUSINESS)  
 ACREAGE: 1.74



**SITE PLAN**

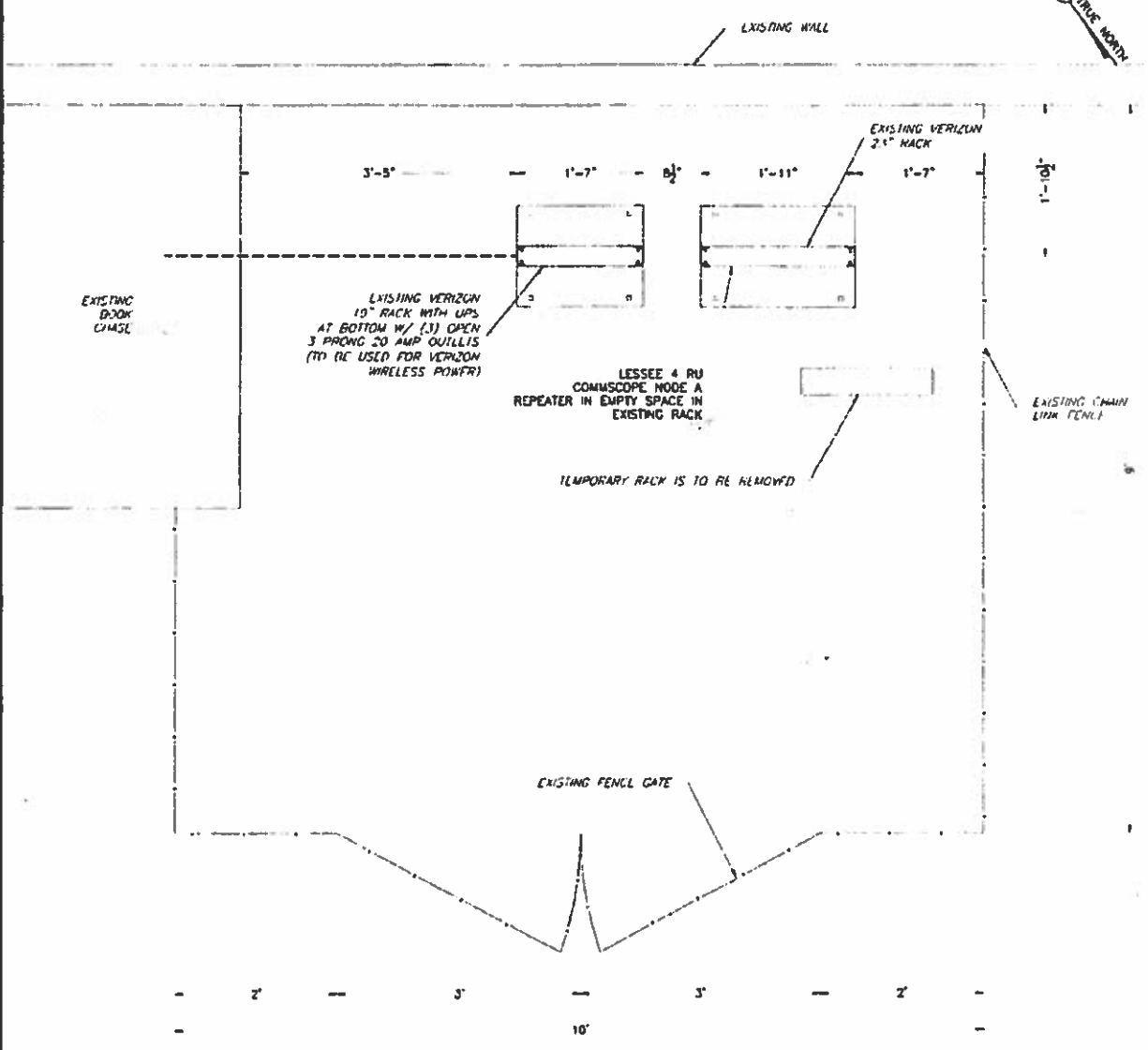
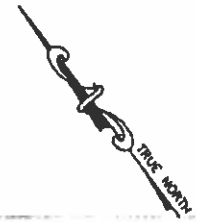
**NB+C**  
 TOTALLY COMMITTED.  
 NB+C ENGINEERING SERVICES, LLC.  
4425 MAULE ROAD, SUITE 100  
 RICHMOND, VA 23220

RICHMOND EOC IB  
 VERIZON WIRELESS  
 101 E. FRANKLIN STREET  
 RICHMOND, VA 23219  
 CITY OF RICHMOND

SUBMITTALS	
REVISION	DATE BY
0	03/06/17 MH
1	08/18/17 JD

SITE INFORMATION	
SITE VISIT BY:	TS
DATE:	7/27/15
LAT (NAD 83):	37° 32' 33.64"
LONG (NAD 83):	-77° 26' 33.29"

NOT FOR CONSTRUCTION



**HEADEND ROOM FLOOR PLAN ON MEZZANINE FLOOR**

**NB+C**  
TOTALLY COMMITTED.

NB+C ENGINEERING SERVICES, LLC.  
400 WATERFRONT DRIVE, SUITE 100  
RICHMOND, VA 23220

RICHMOND EOC IB  
VERIZON WIRELESS  
101 E. FRANKLIN STREET  
RICHMOND, VA 23219  
CITY OF RICHMOND

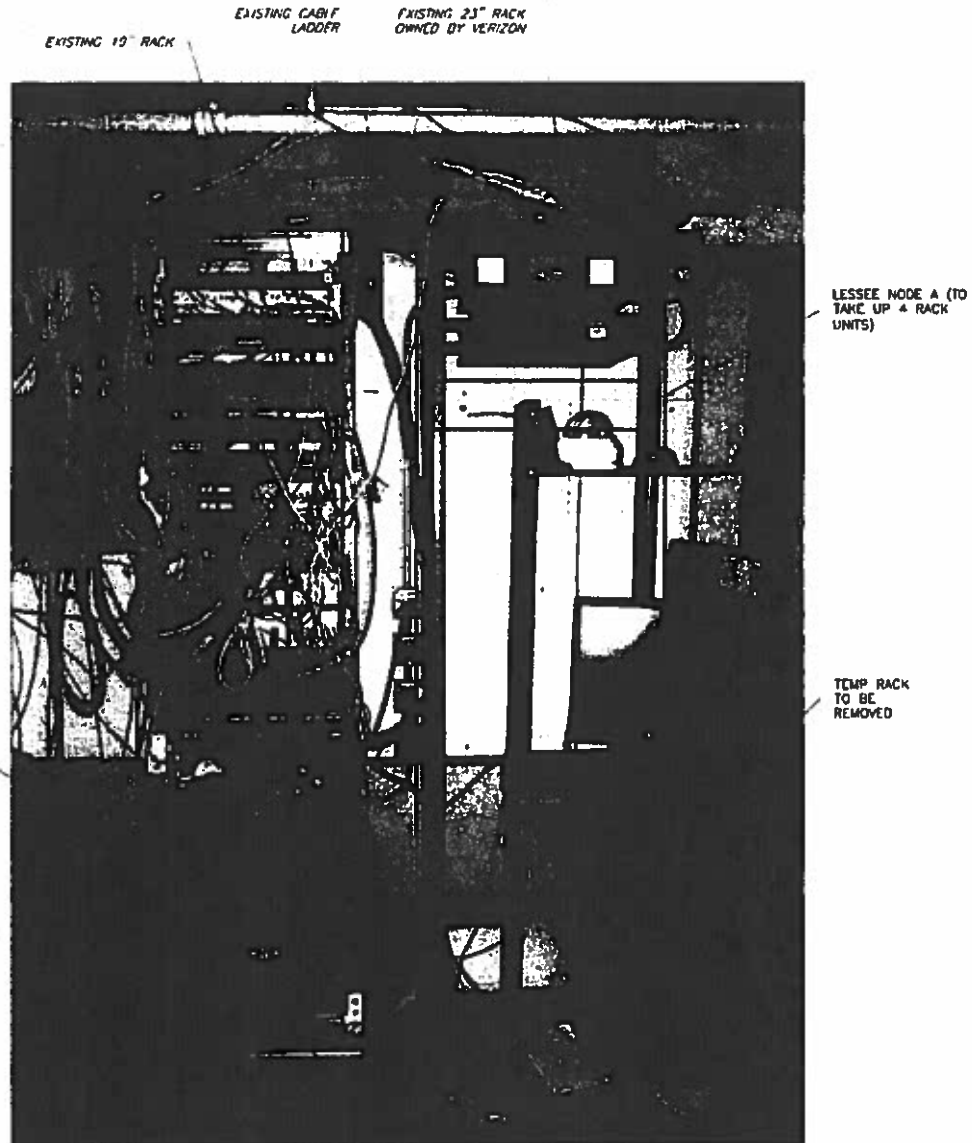
**SUBMITTALS**

REVISION	DATE	BY
0	03/06/17	MH
1	06/18/17	JD

**SITE INFORMATION**

SITE VISIT BY: TS  
DATE: 7/27/15  
LAT (NAD 83): 37° 32' 33.64"  
LONG (NAD 83): -77° 26' 33.29"

NOT FOR CONSTRUCTION



### HEADEND EQUIPMENT RACK ELEVATION

**NB+C**  
TOTALLY COMMITTED.

NB+C ENGINEERING SERVICES, LLC.  
400 W. 14th Street, Suite 100  
Richmond, VA 23299

RICHMOND EOC IB  
VERIZON WIRELESS  
101 E. FRANKLIN STREET  
RICHMOND, VA 23219  
CITY OF RICHMOND

#### SUBMITTALS

REVISION	DATE	BY
0	03/06/17	MH
1	08/18/17	JD

#### SITE INFORMATION

SITE VISIT BY: TS  
DATE 7/27/15  
LAT (NAD 83): 37° 32' 33.64"  
LONG (NAD 83): -77° 26' 33.29"

SHEET 3

PREPARED BY AND  
AFTER RECORDING RETURN TO:  
Hirschler Fleischer  
P.O. Box 500  
Richmond, VA 23218  
Tax Map #: W0000062001

**SUBJECT TO STATE RECORDATION TAX OF \$15 PURSUANT TO VIRGINIA CODE  
§58.1-807F, FOR LEASE OF A COMMUNICATIONS TOWER SITE.**

**MEMORANDUM OF LEASE**

THIS MEMORANDUM OF LEASE is made effective as of this 22<sup>nd</sup> day of January, 2019, (the "Effective Date") between the **CITY OF RICHMOND**, a municipal corporation of the Commonwealth of Virginia, with a mailing address of c/o City Attorney, 900 E. Broad Street, Room 300, Richmond, Virginia 23219 ("LESSOR") (a grantor for indexing purposes) and **CELLCO PARTNERSHIP**, d/b/a Verizon Wireless, with its principal office located at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920, ("LESSEE") (a grantee for indexing purposes).

1. LESSOR is the owner of that certain parcel of real property known as the Richmond Public Library, Main Branch, located at 101 E. Franklin Street, Richmond, Virginia 23219 as shown on the Tax Map for the City of Richmond, Virginia, as Tax Parcel No. W0000062001, and as more particularly described in that certain Deed dated February 26, 2016, recorded March 2, 2016 in the Clerk's Office of the Circuit Court of the City of Richmond, Virginia in Deed Book 3843, Page 0320 (the "Property").

2. Pursuant to a Lease Agreement dated of even date herewith between LESSOR and LESSEE (the "Lease"), LESSOR leased to LESSEE a portion of the Property being described as follows (the "Premises"):

- a. **Rooftop Premises.** Approximately Four Hundred Twenty-Three and Seven Tenths (423.7) square feet of space (the "Rooftop Space") on the roof of the Richmond Public Library, Main Branch building (the "Building") located on the Property, for the installation, operation and maintenance of communications equipment; together with such additional space on the roof of the Building sufficient for the installation, operation and maintenance of antennas and remote radio-heads (the "Antenna Space"); together with such additional space within the Building and on the roof of the Building for the installation, operation and maintenance of wires, cables, conduits and pipes (the "Cabling Space") running between and among the Rooftop Space and the Antenna Space and to all necessary electrical and telephone utility sources located within the Building or on the Property. The Rooftop Space, the Antenna Space and the Cabling Space are hereinafter collectively referred to as the "Rooftop Premises" and are as shown on Exhibit "A-1" attached hereto and made a part hereof; and

- b. In-Building Radio-Distribution Premises. Space on the roof of the Building and within the Building sufficient for the installation, operation and maintenance of microcell(s), rerad(s) or other similar or comparable in-building radio-distribution devices and the antennas serving them (the "IBRD Space"); together with such additional space within the Building and on the roof of the Building for the installation, operation and maintenance of wires, cables, conduits and pipes (the "IBRD Cabling Space") running between and among the IBRD Space and to all necessary electrical and telephone utility sources located within the Building or on the Property. The IBRD Space and the IBRD Cabling Space are hereinafter collectively referred to as the "IBRD Premises" and are as shown on Exhibit "A-2" attached hereto and made a part hereof.

3. LESSOR further granted to LESSEE the non-exclusive right of ingress and egress from the public right-of-ways to and from the Premises over the Property and in and through the Building for the purpose of installation, operation and maintenance of LESSEE's Communications Facility at the times and subject to the limitations set forth in Section 3 of the Lease.

4. The Lease has an initial term of five (5) years. The Lease may be extended for up to five (5) additional five (5) year terms, provided no extension shall be effective unless approved by the City Council for the City of Richmond, Virginia. The Commencement Date is defined as the date LESSEE is granted a building permit by the governmental agency charged with issuing such permits, or the date of execution of the Lease by the parties, whichever is later. In the event the date at which LESSEE is granted a building permit or the date of execution of the Agreement, whichever is applicable, falls between the 1<sup>st</sup> and 15<sup>th</sup> of the month, the Agreement shall commence on the 1<sup>st</sup> of that month and if such date falls between the 16<sup>th</sup> and 31<sup>st</sup> of the month, then the Agreement shall commence on the 1<sup>st</sup> day of the following month

5. The terms, covenants and provisions of the Lease, of which this is a memorandum, shall extend to and be binding upon the respective administrators, successors and assigns of LESSOR and LESSEE.

6. This Memorandum of Lease is subject to all of the terms, conditions and understandings set forth in the Lease, which are incorporated herein by reference and made a part hereof, as though copied verbatim herein. In the event of a conflict between the terms and conditions of this Memorandum of Lease and the terms and conditions of the Lease, the terms and conditions of the Lease shall prevail.

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



IN WITNESS WHEREOF, LESSOR and LESSEE have executed this Memorandum of Lease as of the Effective Date.

**LESSOR:**

**CITY OF RICHMOND**

By: *Selena Coffee-Gleason*  
Name: Selena Coffee-Gleason  
Title: Chief Administrative Officer

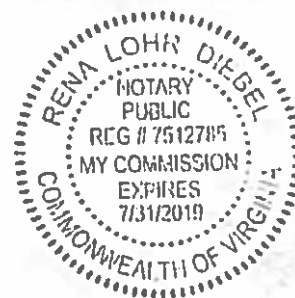
COMMONWEALTH OF VIRGINIA  
CITY OF RICHMOND, to-wit:

The foregoing instrument was acknowledged before me this 22<sup>nd</sup> day of January, 2019, by Selena Coffee-Gleason, as CAO of the City of Richmond on behalf of the city.

*Reina Diegel*  
Notary Public

My Commission expires: 7/31/2019  
Notary Registration number: 7512785

APPROVED AS TO FORM  
*[Signature]*  
Assistant City Attorney



**LESSEE:**

**CELLCO PARTNERSHIP**  
d/b/a Verizon Wireless

By: [Signature] 12/22/17  
Thomas O'Malley  
Director-Network Field Engineering

STATE OF Maryland  
CITY/COUNTY OF Howard, to-wit:

The foregoing instrument was acknowledged before me this 22 day of December, 2017,  
by Thomas O'Malley, as Director-Network Field Engineering of Cellco Partnership, d/b/a  
Verizon Wireless, on behalf of the partnership.

My Commission Expires: April 20, 2020  
Notary Registration number: \_\_\_\_\_

Adrien Marie Harrison  
Notary Public

ADRIEN MARIE HARRISON  
Notary Public-Maryland  
Howard County  
My Commission Expires  
April 20, 2020

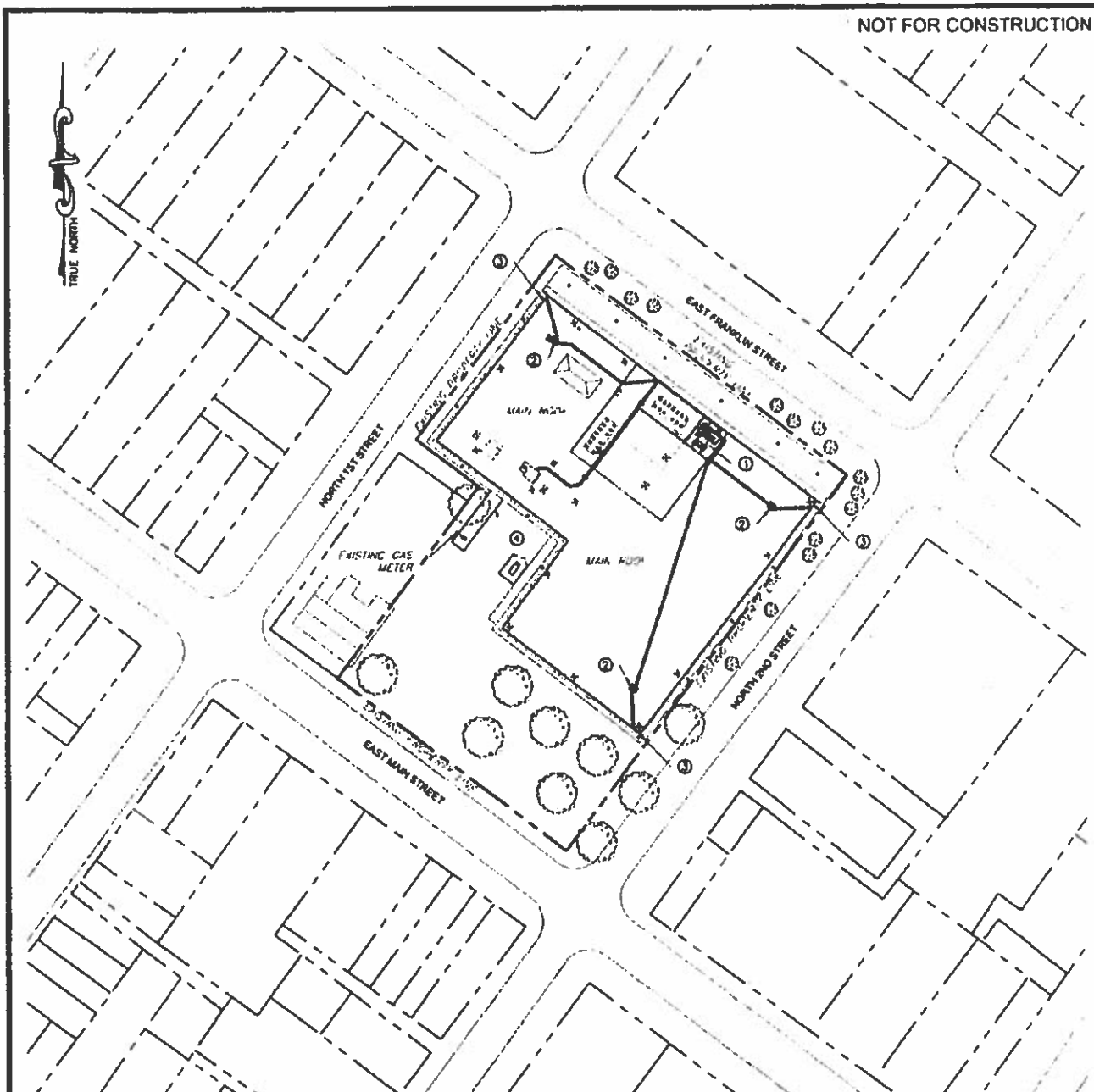


**Exhibit A-1 To Memorandum of Lease**

Description of the Rooftop Premises

*[See attached.]*

NOT FOR CONSTRUCTION



**SITE PLAN**

**LEASE NOTES**

- ① NEW LESSEE 10'X22.3' LEASE AREA ON ROOFTOP FOR EQUIPMENT
- ② NEW LESSEE EQUIPMENT AREA FOR NON-PENETRATING RRH SLED MOUNT
- ③ NEW LESSEE EQUIPMENT AREA FOR ANTENNAS
- ④ NEW LESSEE CABLING SPACE

**NB+C**  
TOTALLY COMMITTED.

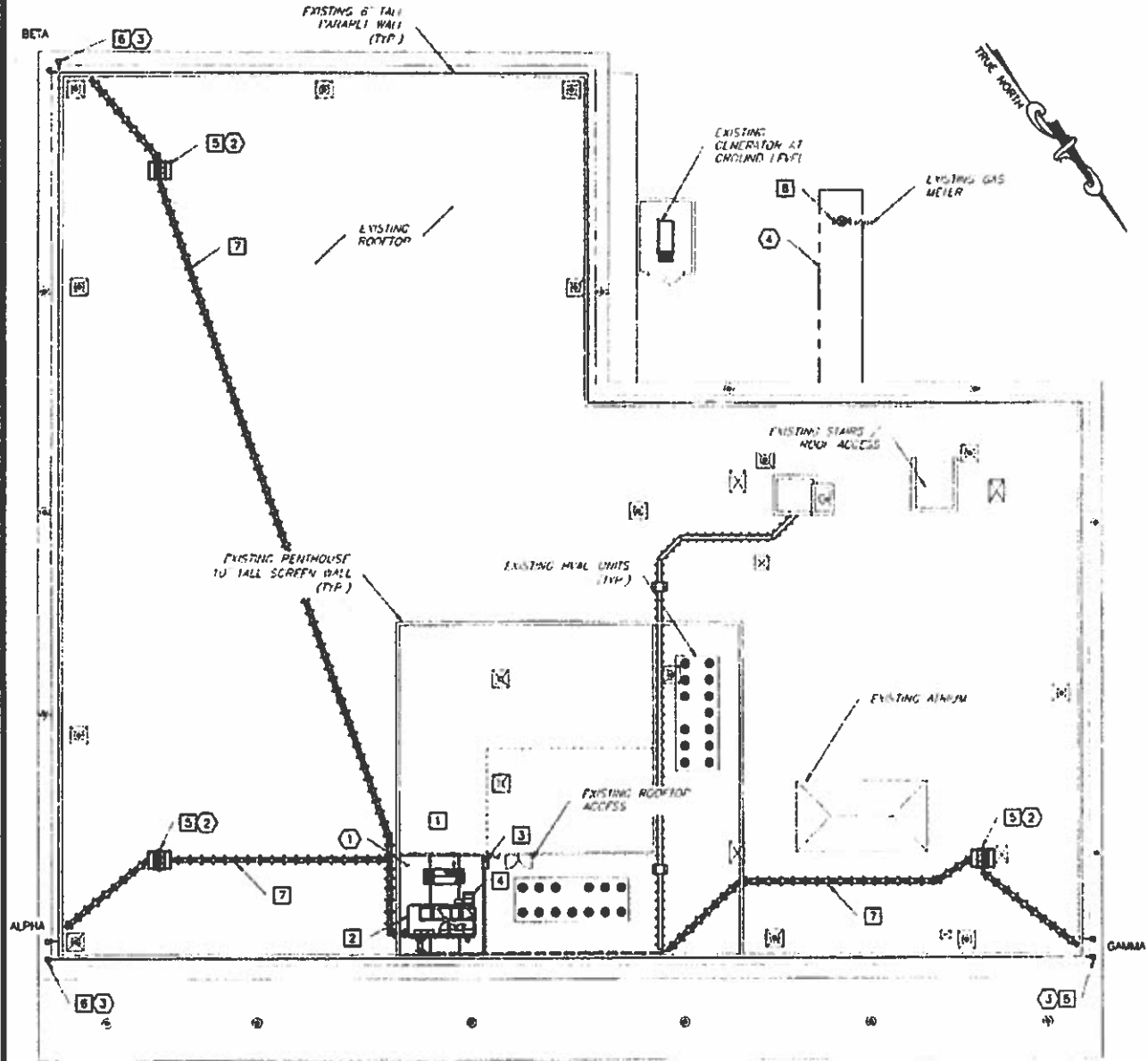
NB+C ENGINEERING SERVICES, LLC.  
400 WATERGATE DRIVE, SUITE 100  
FALLS CHURCH, VA 22034  
904.450.9999

"RICHMOND PUBLIC LIBRARY"  
VERIZON NEW BUILD  
101 E. FRANKLIN STREET  
RICHMOND, VA 23219  
CITY OF RICHMOND

SUBMITTALS		
REV	DATE	BY
PRELIMINARY	1/07/16	DM
REVISED	02/26/16	OP
REVISED	09/26/16	OP
REVISED	03/14/17	PP

SITE INFORMATION	
SITE VISIT BY TTS	DATE 12/30/15
LAT (NAD 83):	37°32'33.4"
LONG (NAD 83):	-77°26'32.9"

NOT FOR CONSTRUCTION



ROOFTOP PLAN

CONSTRUCTION NOTES

- 1 NEW LESSEE NATURAL GAS GENERATOR ON STEEL DUNNAGE ON ROOFTOP
- 2 NEW LESSEE EQUIPMENT ON 7'X15' STEEL PLATFORM
- 3 NEW LESSEE HANDRAIL
- 4 NEW LESSEE TRANSFORMER
- 5 NEW LESSEE NON-PENETRATING SLED MOUNT FOR RRHS
- 6 NEW LESSEE ANTENNAS ON PARAPET WALL
- 7 NEW LESSEE CABLE TRAY ON SLEEPERS FOR CABLES
- 8 NEW LESSEE GAS METER

LEASE NOTES

- 1 NEW LESSEE 19'X22.3' LEASE AREA ON ROOFTOP FOR EQUIPMENT
- 2 NEW LESSEE EQUIPMENT AREA FOR NON-PENETRATING RRH SLED MOUNT
- 3 NEW LESSEE EQUIPMENT AREA FOR ANTENNAS
- 4 NEW LESSEE CABLING SPACE

**NBIC**  
TOTALLY COMMITTED.

NBIC ENGINEERING SERVICES, LLC.  
445 PARKWAY DRIVE, SUITE 100  
CITY CENTER 162700  
804-646-8171

"RICHMOND PUBLIC LIBRARY"  
VERIZON NEW BUILD  
101 E. FRANKLIN STREET  
RICHMOND, VA 23219  
CITY OF RICHMOND

SUBMITTALS

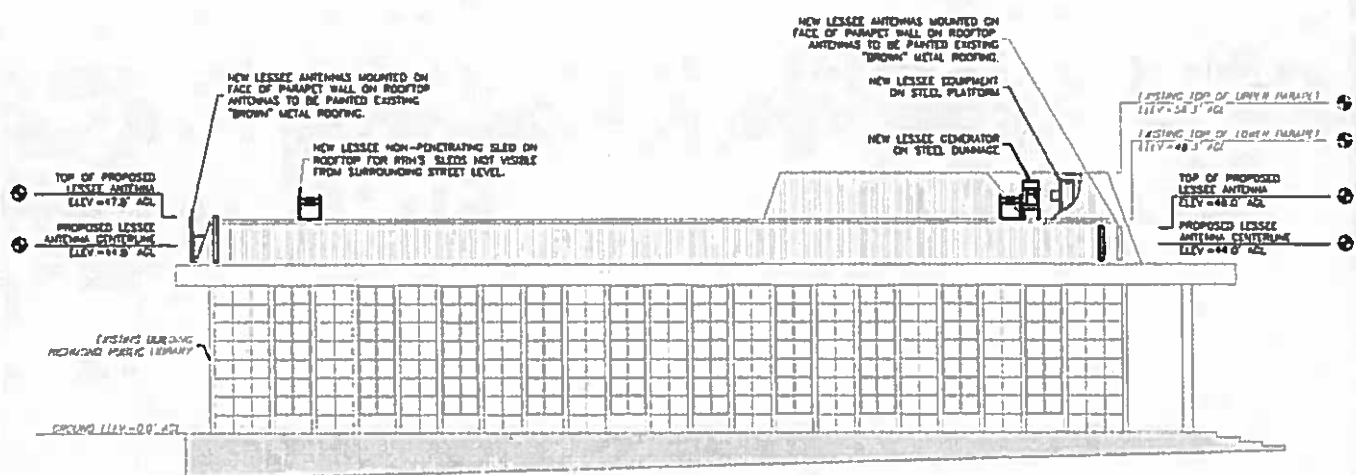
REV	DATE	BY
PRELIMINARY	1/07/16	DM
REVISED	02/26/16	OP
REVISED	09/26/16	OP
REVISED	03/14/17	PP

SITE INFORMATION

SITE VISIT BY TTS  
DATE 12/30/15  
LAT (NAD 83): 37°32'33.4"  
LONG (NAD 83): -77°26'32.9"

NOT FOR CONSTRUCTION

NOTE:  
 • TOP OF ANTENNA AT ALPHA AND GAMMA SECTOR IS 48.0'  
 • TOP OF ANTENNA AT BETA SECTOR IS 47.0'



**EAST ELEVATION**

**NB+C**  
 TOTALLY COMMITTED

NB+C ENGINEERING SERVICES, L.L.C.  
 1000 W. HENNING ROAD, SUITE 100  
 RICHMOND, VA 23220

**RICHMOND PUBLIC LIBRARY  
 VERIZON NEW BUILD  
 101 E. FRANKLIN STREET  
 RICHMOND, VA 23219  
 CITY OF RICHMOND**

SUBMITTALS		
REV	DATE	BY
PRELIMINARY	1/31/16	DM
REVISED	02/26/16	OP
REVISED	09/26/16	OP
REVISED	03/14/17	PP

SITE INFORMATION	
SITE VISIT BY TTS	DATE 12/10/15
LAT (NAD 83): 37°32'33.4"	
LONG (NAD 83): -77°28'32.9"	

**Exhibit A-2 To Memorandum of Lease**

Description of the IBRD Premises

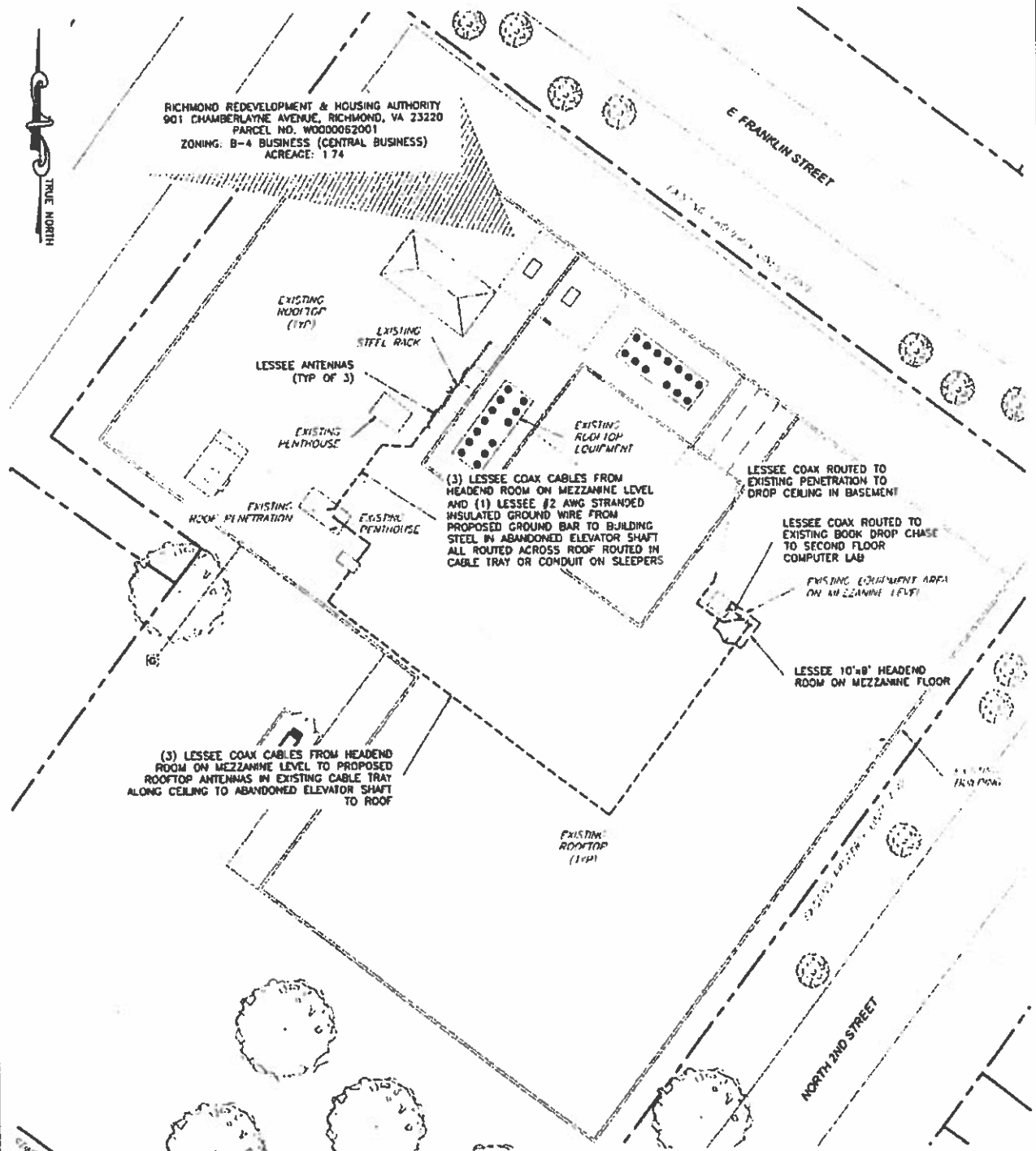
*[See attached.]*

8977409-1 019496 03871

8977409-1 019496 03871



RICHMOND REDEVELOPMENT & HOUSING AUTHORITY  
 901 CHAMBERLAYNE AVENUE, RICHMOND, VA 23220  
 PARCEL NO. W0000052001  
 ZONING: B-4 BUSINESS (CENTRAL BUSINESS)  
 ACREAGE: 1.74



**SITE PLAN**

**NB+C**  
 TOTALLY COMMITTED.

NB+C ENGINEERING SERVICES, LLC.  
 600 WATERGATE DRIVE, SUITE 100  
 RICHMOND, VA 23220

RICHMOND EOC IB  
 VERIZON WIRELESS  
 101 E. FRANKLIN STREET  
 RICHMOND, VA 23219  
 CITY OF RICHMOND

**SUBMITTALS**

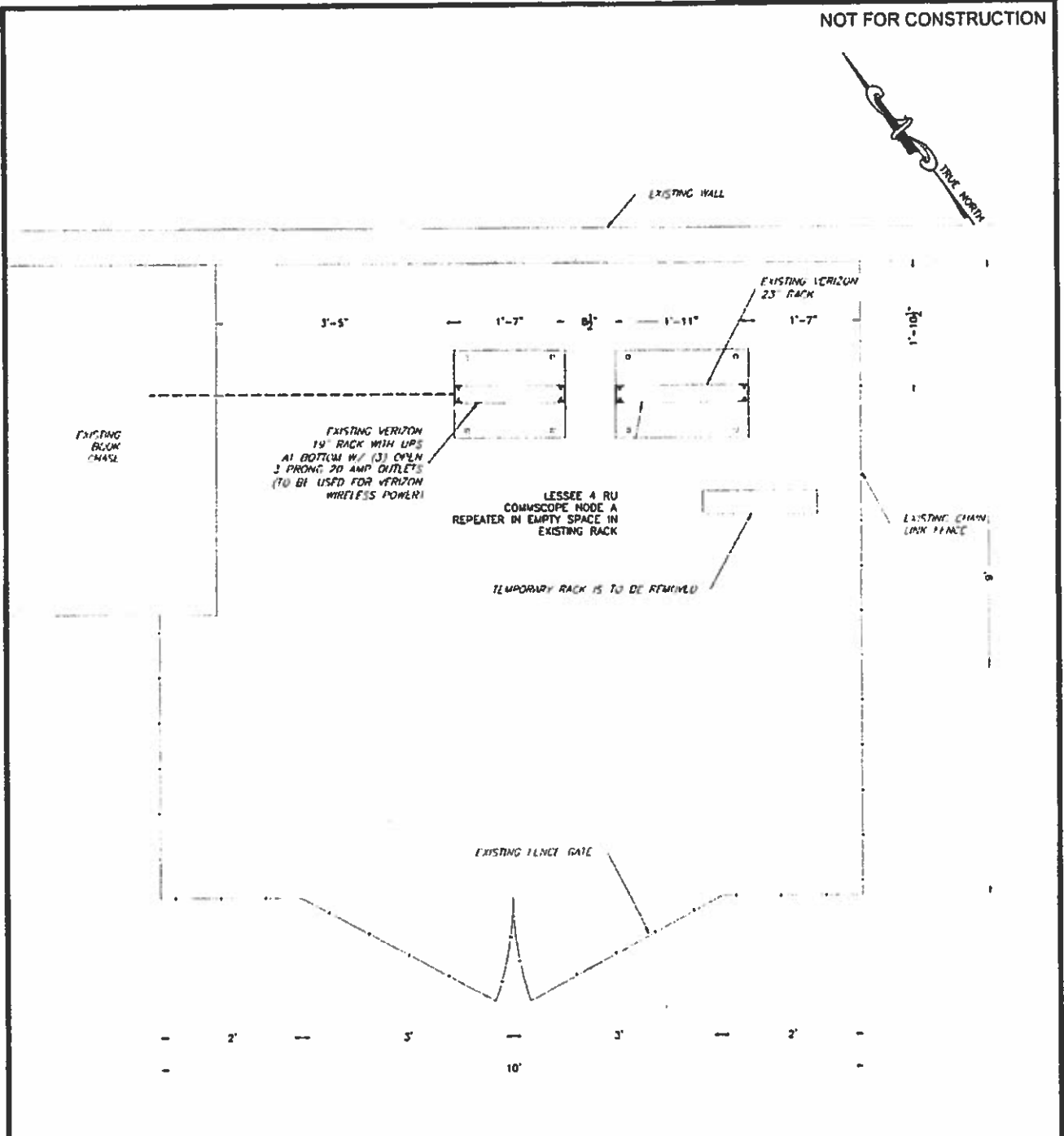
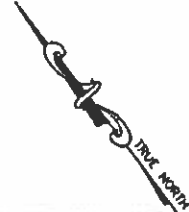
REVISION	DATE	BY
0	03/06/17	MH
1	08/18/17	JD

**SITE INFORMATION**

SITE VISIT BY: TS  
 DATE: 7/27/15  
 LAT (NAD 83): 37° 32' 33.64"  
 LONG (NAD 83): 77° 28' 33.29"



NOT FOR CONSTRUCTION



**HEADEND ROOM FLOOR PLAN ON MEZZANINE FLOOR**

**NB+C**  
**TOTALLY COMMITTED.**  
 NB+C ENGINEERING SERVICES, LLC.  
4400 WATKINS ROAD, SUITE 200  
 GLEN ALLEN, VA 23060

RICHMOND EOC IB  
 VERIZON WIRELESS  
 101 E. FRANKLIN STREET  
 RICHMOND, VA 23219  
 CITY OF RICHMOND

SUBMITTALS	
REVISION	DATE BY
0	03/06/17 MH
1	08/18/17 JD

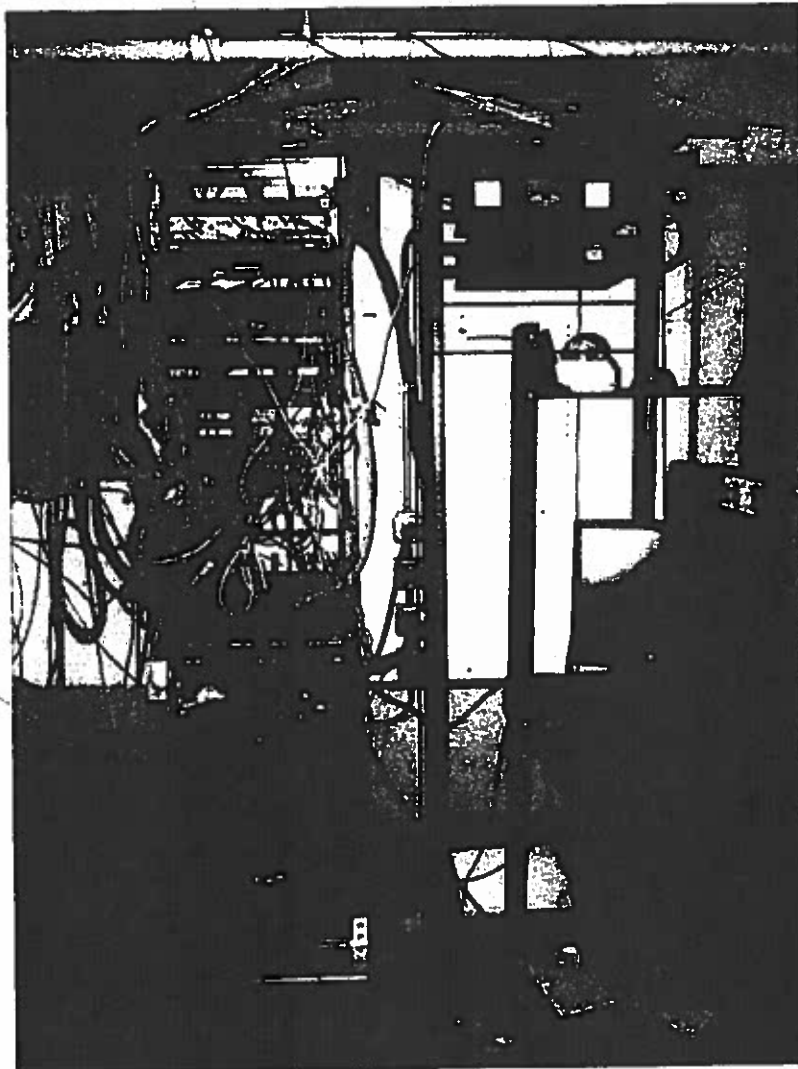
SITE INFORMATION	
SITE VISIT BY: TS	
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LAT (NAD 83): 37° 32' 33.64"	
LONG (NAD 83): -77° 26' 33.29"	

NOT FOR CONSTRUCTION

EXISTING 19" RACK

EXISTING CABLE LADDER

EXISTING 23" RACK OWNED BY VERIZON



LESSEE NODE A (TO TAKE UP 4 RACK UNITS)

TEMP RACK TO BE REMOVED

EXISTING UPS BACKUP POWER SYSTEM WITH (3) OPEN 3-PRONG RECEPTACLES VERIZON WIRELESS TO PULL POWER FROM HERE

### HEADEND EQUIPMENT RACK ELEVATION

**NB+C**  
TOTALLY COMMITTED.

NB+C ENGINEERING SERVICES, LLC.  
400 WATERFRONT CENTER PLAZA, SUITE 100  
ALEXANDRIA, VA 22304

RICHMOND EOC IB  
VERIZON WIRELESS  
101 E. FRANKLIN STREET  
RICHMOND, VA 23219  
CITY OF RICHMOND

#### SUBMITTALS

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1	08/18/17	JD

#### SITE INFORMATION

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LONG (NAD 83): -77° 26' 33.29"

SHEET 3