

INTRODUCED: January 11, 2016

AN ORDINANCE No. 2016-007

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 operate telecommunications equipment at 4308 Hermitage Road.

Patron – Mayor Jones

Approved as to form and legality
by the City Attorney

PUBLIC HEARING: JAN 25 2016 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 operate telecommunications equipment at 4308 Hermitage 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: 9 NOES: 0 ABSTAIN: _____

ADOPTED: FEB 8 2016 REJECTED: _____ STRICKEN: _____



CITY OF RICHMOND
INTRACITY CORRESPONDENCE

4-4687
O & R REQUEST

DEC 1 1 2015

Chief Administration Office
City of Richmond

O&R REQUEST

DATE: November 16, 2015 EDITION: 1

TO: The Honorable Members of City Council

THROUGH: Dwight C. Jones, Mayor

THROUGH: Selena Cuffee-Glenn, Chief Administrative Officer

THROUGH: Debra Gardner, Deputy Chief Administrative Officer for Human Services

FROM: Norman C. Merrifield, Ed. D.
Director for Parks, Recreation and Community Facilities

SUBJECT: TO AUTHORIZE THE CHIEF ADMINISTRATIVE OFFICER TO EXECUTE A NEW LEASE AGREEMENT BETWEEN THE CITY OF RICHMOND AND CELCO PARTNERSHIP D/B/A VERIZON WIRELESS

ORD. OR RES. No.

PURPOSE: To authorize the Chief Administrative Officer to execute a new Lease Agreement with Cellco Partnership d/b/a Verizon Wireless, to operate telecommunication equipment on Bryan Park property at 4308 Hermitage Road.

REASON: The Lease Agreement provides revenue to the City and will allow Cellco to operate certain telecommunication equipment, as approved by the Planning Commission, on the Bryan Park property with the City of Richmond for a five (5) year term.

RECOMMENDATION: Approval is recommended by the City Administration

BACKGROUND: Cellco Partnership d/b/a Verizon Wireless has notified us of their desire to operate telecommunications equipment at this site.

This Lease Agreement has been structured for an initial period of five (5) years with three (3) options to renew, each for a period of five additional years, subject to the City Council approval. The rent will be \$7,200 for the first year together with a one-time \$5,000 park improvement fee payable to the Department of Parks, Recreation and Community Facilities.

The Planning Commission approved the location, character and extent of the premises for the telecommunications facility at its September 21, 2015 meeting.

FISCAL IMPACT TO CITY/COST: None

FISCAL IMPLICATIONS: This Lease Agreement will generate revenue of \$38,225.78 for the five year period, in addition to the one-time \$5,000 park improvement fee.

REVENUE TO THE CITY: A minimum of \$7,200 a year, adjusted annually to increase 3% over the previous year's rent.

DESIRED EFFECTIVE DATE: Upon Adoption.

REQUESTED INTRODUCTION DATE: December 14, 2015

CITY COUNCIL PUBLIC HEARING: January 11, 2015

REQUESTED AGENDA: Consent Agenda

RECOMMENDED COUNCIL COMMITTEE: Land Use

CONSIDERATION BY OTHER GOVERNMENTAL ENTITIES: None

AFFECTED AGENCIES: Parks, Recreation and Community Facilities, Public Works, Law Department, Assessor, and Finance

RELATIONSHIP TO EXISTING ORD. OR RES:

REQUIRED CHANGES TO WORK PROGRAM (S): None

ATTACHMENTS: Lease Agreement

STAFF: Norman C. Merrifield, Ed. D.
Director

Barry Russell
Parks Recreation and Community Facilities

NOT FOR CONSTRUCTION

PARCEL INFORMATION:
 OWNER: CITY OF RICHMOND/RECREATION & PARKS
 PARCEL ID: N017-0250-001
 ZONING CLASS: R-1
 ACREAGE: 247

TRUE NORTH



NOTE:
 1. ANTENNA, EQUIPMENT & EASEMENTS SUBJECT TO CHANGE
 2. EXACT FIBER ROUTE TO BE DETERMINED DURING TRANSPORT SITE WALK

SITE PLAN

CONDUIT	LEASE NOTES
APPROXIMATE TELCO RUN LENGTH = TBD APPROXIMATE ELECTRICAL RUN LENGTH = 3'±	① NEW TENANT 10'x10' WIRE MESH LEASE AREA FOR EQUIPMENT MOUNTED ON 6' H-FRAME ② NEW TENANT ANTENNA TO BE MOUNTED ON TOP OF EXISTING UTILITY POLE ③ NEW TENANT 10' ACCESS/UTILITY AREA

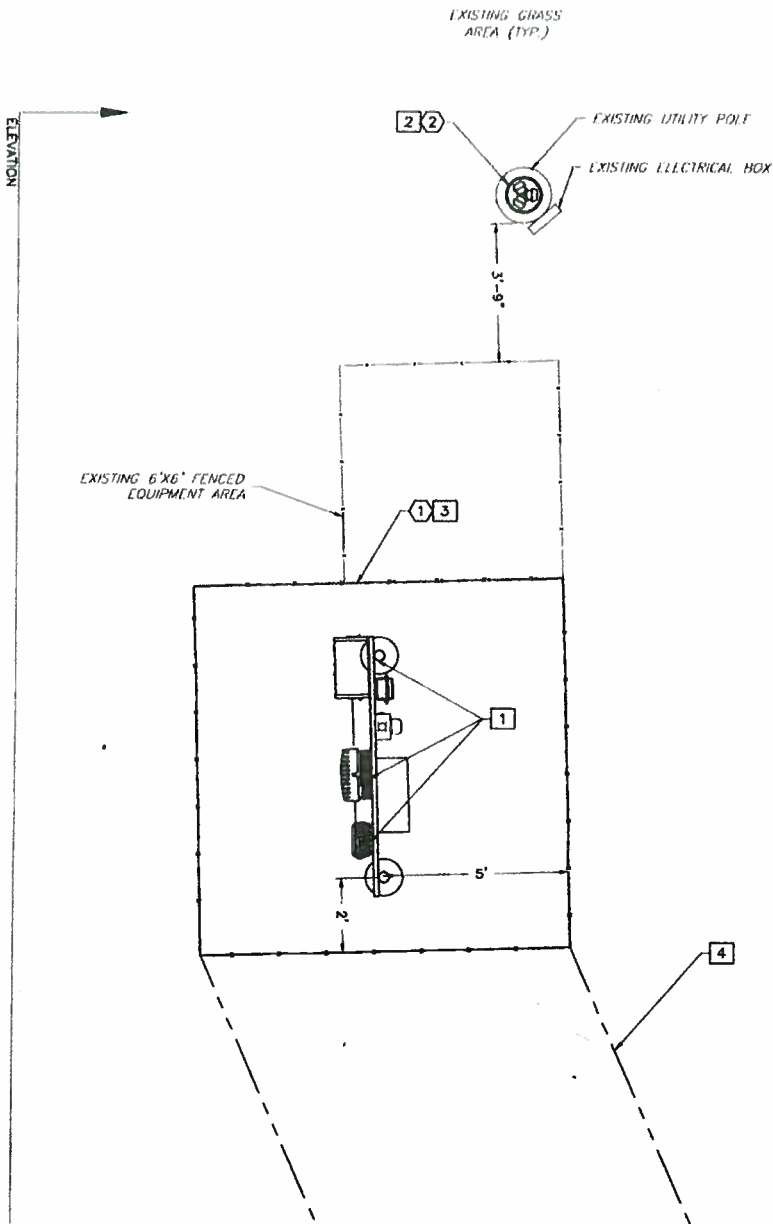
NB+C
 TOTALLY COMMITTED.
 NB+C ENGINEERING SERVICES, LLC.
 408 WATERFRONT DRIVE, SUITE 100
 OLEN ALEX, VA 23060

"SC BRYAN PARK"
 VERIZON WIRELESS
 4308 HERMITAGE ROAD
 RICHMOND, VA 23227
 CITY OF RICHMOND

SUBMITTALS		
REV	DATE	BY
PRELIMINARY	07/09/15	TD
1	07/31/15	PP

SITE INFORMATION	
SITE VISIT BY:	DT
DATE:	06/10/14
GOOGLE EARTH	
LAT (NAD 83):	37° 35' 30.45"
LONG (NAD 83):	-77° 28' 13.70"

SHEET 1



NOTE:
 1. ANTENNA, EQUIPMENT & EASEMENTS SUBJECT TO CHANGE
 2. EXACT FIBER ROUTE TO BE DETERMINED DURING TRANSPORT SITE WALK

COMPOUND PLAN

CONSTRUCTION NOTES

LEASE NOTES

- 1 NEW TENANT EQUIPMENT MOUNTED ON NEW 6" H-FRAME
- 2 NEW TENANT ANTENNA TO BE MOUNTED ON TOP OF EXISTING UTILITY POLE
- 3 NEW TENANT CHAIN LINK FENCE AROUND LEASE AREA TO MATCH EXISTING FENCE
- 4 NEW TENANT 10' ACCESS/UTILITY AREA -

- 1 NEW TENANT 10'X10' LEASE AREA FOR EQUIPMENT
- 2 NEW TENANT ANTENNA TO BE MOUNTED ON TOP OF EXISTING UTILITY POLE



NB+C ENGINEERING SERVICES, LLC.
 4335 WATERFRONT DRIVE, SUITE 100
 GLEN ALLEN, VA 22080

"SC BRYAN PARK"
 VERIZON WIRELESS
 4308 HERMITAGE ROAD
 RICHMOND, VA 23227
 CITY OF RICHMOND

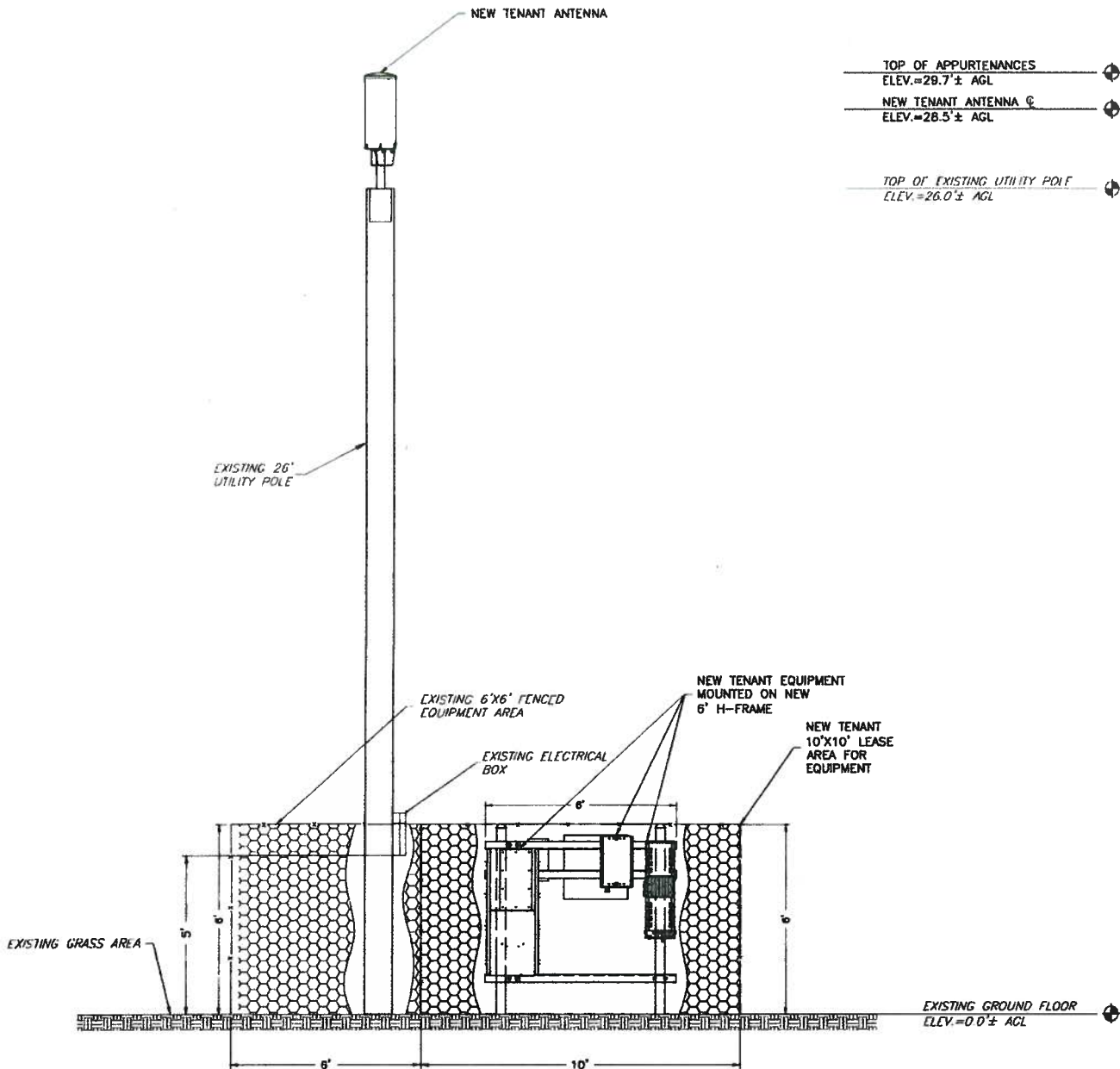
SUBMITTALS

REV	DATE	BY
PRELIMINARY	07/09/15	TD
1	07/31/15	PP

SITE INFORMATION

SITE VISIT BY: DT
 DATE: 06/10/14
 GOOGLE EARTH
 LAT (NAD 83): 37° 35' 30.45"
 LONG (NAD 83): -77° 28' 13.70"

NOT FOR CONSTRUCTION



ELEVATION

NOTE:
 1. ANTENNA, EQUIPMENT & EASEMENTS SUBJECT TO CHANGE
 2. EXACT FIBER ROUTE TO BE DETERMINED DURING TRANSPORT SITE WALK



NB+C ENGINEERING SERVICES, LLC.
 4025 WATERFRONT DRIVE, SUITE 100
 GLEN ALLEN, VA 22029

**"SC BRYAN PARK"
 VERIZON WIRELESS
 4308 HERMITAGE ROAD
 RICHMOND, VA 23227
 CITY OF RICHMOND**

SUBMITTALS		
REV	DATE	BY
PRELIMINARY	07/09/15	TD
1	07/31/15	PP

SITE INFORMATION	
SITE VISIT BY: DT	
DATE: 06/10/14	
GOOGLE EARTH	
LAT (NAD 83): 37° 35' 30.45"	
LONG (NAD 83): -77° 28' 13.70"	

SHEET 3

LEASE AGREEMENT

This Lease Agreement (the "Agreement") made this _____ day of _____, 20___, between the City of Richmond, Virginia, a municipal corporation of the Commonwealth of Virginia, with its principal offices located at 900 E. Broad Street, Room 300, Richmond, Virginia 23219, hereinafter designated LESSOR and CELLCO PARTNERSHIP d/b/a Verizon Wireless with its principal offices at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920 (telephone number 866-862-4404), hereinafter designated LESSEE. LESSOR and LESSEE are at times collectively referred to hereinafter as the "Parties" or individually as the "Party."

WITNESSETH

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

1. **PREMISES.** LESSOR hereby leases to LESSEE approximately one hundred (100') square feet of space on the ground (the "Floor Space") on the real property located at 4308 Hermitage Road, City of Richmond, Virginia 23227 (hereinafter sometimes collectively referred to as the "Property"), for the installation, operation and maintenance of communications equipment ("LESSEE'S Communication Facility"); together with such additional space on the light pole sufficient for the installation, operation and maintenance of antennas (the "Antenna Space"); together with such additional space on the light pole and on the Property for the installation, operation and maintenance of wires, cables, conduits and pipes (the "Cabling Space") running between and among the Floor Space, Rooftop Space and Antenna Space and to all necessary electrical and telephone utility sources located on the light pole or on the Property; together with the non-exclusive right of ingress and egress from a public right-of-way, over the Property to and from the Premises (as hereinafter defined) for the purpose of installation, operation and maintenance of LESSEE's Communications Facility; together with the non-exclusive right of ingress and egress from a public right-of-way, seven (7) days a week, twenty four (24) hours a day, over the Property and in and through the Building to and from the Premises (as hereinafter defined) for the purpose of installation, operation and maintenance of LESSEE's communications facility. The Floor Space, Antenna Space and Cabling Space are hereinafter collectively referred to as the "Premises" and are as generally shown in addition to LESSEE's Communication Facility on Exhibit "A" attached hereto and made a part hereof and more particularly shown on the Construction Plans (as hereinafter defined). In the event there are not sufficient electric and telephone, cable or fiber utility sources located within the Building or on the Property, LESSEE or the local utility provider may install such utilities on, over, and under the Property, and through the Building, necessary for LESSEE to operate its communications facility, upon written approval of upon written approval of the Chief Administrative Officer for the City of Richmond, Virginia, or her designee. LESSEE shall provide LESSOR all applicable construction plans for the Premises (the "Construction Plans") prior to the commencement of the installation of the Communications Facility, which approval shall not be unreasonably withheld, conditioned or unduly delayed. In the event LESSOR fails to object to the Construction Plans within thirty (30) days, the Construction Plans shall be deemed approved provided such Construction Plans are in substantial conformance to the location, character and extent approval of the Premises by the Planning Commission of the City of Richmond, Virginia.

2. **RENT.** 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 (the "Initial Term") and shall commence on the first day of the month following the day that LESSEE commences installation of the equipment on the Premises or 90 days following the date of execution, whichever occurs first (the "Commencement Date").

The rental fee for the first year of the Initial Term shall be Seven Thousand Two Hundred and No/100 Dollars (\$7,200.00) annually ("the "Rent") and shall be paid to LESSOR within 30 days of the Commencement Date. If at any time during the Term of the Lease, LESSEE'S Communication Facility contains greater than two antennas or LESSEE otherwise causes greater than two antenna to be placed on the Property, the Rent shall increase by Four Thousand Eight Hundred and No/100 Dollars (\$4,800.00) per year per additional antenna(s). The Rent shall increase on each anniversary of the Commencement Date at an amount equal to three percent (3%) of the rental payable during the immediately preceding year for the remainder of the Initial Term and any Renewal Terms (as defined in Section 4 of this Agreement), and shall be paid to LESSOR prior to the anniversary date of the Commencement Date. LESSOR and LESSEE shall acknowledge the Commencement Date in writing; however the failure to do so shall not relieve LESSEE of any Rent payment obligation. LESSEE shall pay to LESSOR a one-time park improvement fee of Five Thousand and No/100 Dollars (\$5,000.00) as additional Rent within sixty (60) days after the full execution of this Agreement.

LESSOR hereby agrees to provide to LESSEE certain documentation (the "Rental Documentation") including without limitation: (ii) a completed Internal Revenue Service Form W-9, or equivalent for any party to whom rental payments are to be made pursuant to this Agreement; and (ii) other documentation requested by LESSEE and within fifteen (15) days of obtaining an interest in the Property or this Agreement. All documentation shall be acceptable to LESSEE in LESSEE's reasonable discretion. Delivery of Rental Documentation to LESSEE shall be a prerequisite for the payment of any rent by LESSEE and notwithstanding anything to the contrary herein, LESSEE shall have no obligation to make any rental payments until Rental Documentation has been supplied to LESSEE as provided herein.]

3. RENEWAL. Provided LESSEE is not in default under the terms of this Agreement beyond any applicable cure period, LESSEE shall have the option to renew this Agreement for up to three (3), five (5) year renewal terms, upon three (3) months written notice to LESSOR, provided that each such renewal shall be subject to the approval of the City Council of the City of Richmond (each a "Renewal Term"). The Initial Term and all Renewal Terms shall be collectively referred to herein as "Term".

4. ELECTRICAL. LESSOR shall, at all times during the Term, provide electrical service within the Premises sufficient for the operation of LESSEE's communications facility; provided, however that LESSOR shall not be deemed to be in violation of this section due to periodic and temporary disruption of electrical service, disruption of electrical service not caused by LESSOR, or the disruption of electrical service due to Acts of God (e.g., blackouts, power outages). Upon twenty-four (24) hours notice, or in the event of an emergency as soon as practicable, to LESSOR at the following number 804-646-5944 LESSEE shall be permitted at any time during the Term to install, maintain, and/or provide access to and use of, as necessary during any power interruption at the Premises, a temporary power source and a temporary installation of any other services and equipment required to keep LESSEE'S communications facility operation, along with all related equipment and appurtenances within the Premises, or elsewhere on the Property as approved by LESSOR.

5. USE; IMPROVEMENTS, GOVERNMENTAL APPROVALS. LESSEE shall only use the Premises for the purpose of constructing, maintaining, repairing and operating LESSEE'S Communication Facility and uses incidental thereto and LESSEE shall not materially interfere with the normal and customary operations of LESSOR. LESSEE shall not substantially change its initial installation as shown in Exhibit A without obtaining the prior written consent of the LESSOR, which consent shall not be unreasonably withheld. Such consent shall be deemed granted if provided in writing by the Chief Administrative Officer for the City of Richmond or if LESSOR does not deny consent within sixty (60) days of receiving a request for consent from LESSEE. For purposes hereof, replacement or modifications to the installation which do not increase the size of the Antenna Space by more than 10%,

increase the number of antennas or alter the general color palette shall not be deemed a substantial change. LESSEE may replace, repair, and maintain LESSEE's Communication Facility and other necessary equipment and related wiring, conduits, cabling, and support structures as indicated on the plans attached hereto as Exhibit A.

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 a satisfactory building structural analysis necessary to permit LESSEE to use of the Premises as set forth in this Agreement. LESSOR shall cooperate with LESSEE in its effort to obtain such approvals. 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; or (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 accordance with the notice provisions set forth in Paragraph 15 and shall be effective 30 days after the mailing of such notice by LESSEE, or upon such later date as designated by LESSEE. All Rent paid to LESSOR prior to said the date of termination 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, the LESSEE shall have no further obligations for the payment of Rent to LESSOR.

6. **INDEMNIFICATION.** Not subject to the limitation provided in Section 7 of this Agreement, LESSEE shall indemnify and hold harmless LESSOR and LESSOR's agents, employees, invitees, and contractors, from and against any and all losses, damages, claims, suits, actions, judgments, and costs (including, but not limited to, reasonable attorney's fees) arising from or in connection with an injury whatsoever, including death and property damages, resulting from or arising out of this Agreement and the use or occupancy of the Premises by LESSEE, its employees, contractors or agents, regardless of how such injury is caused, except where such injury, loss or damage is caused by the negligence or willful misconduct of LESSOR or its employees, contractors or agents.

7. **INSURANCE.** LESSEE, at its sole cost and expense, shall maintain a policy or policies of commercial general liability insurance insuring the LESSEE and including the LESSOR as additional insured as their interests may appear, against liability from bodily injury (including death) and property occurring in or about the Premises or arising out of the maintenance, use or occupancy thereof. The coverage under such insurance shall not be less than Two Million Dollars (\$2,000,000.00) combined single limit each occurrence. Each party hereby waives its right of recovery against the other for any loss or damage to the extent such damage results from any fire and casualty of the kind covered by standard fire insurance policies, provided the damages are covered by an insurance policy maintained by the damaged party.

8. **LIMITATION OF LIABILITY.** Except for indemnification pursuant to Paragraphs 6 and 17, and damages resulting due to Lessee's failure to comply with Paragraph 10, 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.

9. **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 three (3) months prior notice is given to LESSOR.

10. 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. In the event any after-installed LESSEE's equipment causes such interference, and after LESSOR has notified LESSEE in writing of such interference, by a written communications and a call to LESSEE's Network Operations Center at 800-224-6620 or 800-621-2622, LESSEE will take all commercially reasonable steps necessary to correct and 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 Paragraph 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 Emergency Communication Center.

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 paragraph 10 above. All proposed methods of testing for and eliminating such interference shall be subject to approval of LESSOR's technical staff or consultant. 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 Lessee within 168 hours. Interference affecting between 11% and 25% of the total system capacity must be resolved within 72 hours by LESSEE. Failure of LESSEE to correct the interference will result in work being undertaken by LESSOR to correct interference at no expense and/or liability.

iii. If requested by LESSEE, LESSOR may make reasonable accommodations to its operating system, in its discretion. LESSOR shall not unreasonably refuse to make such accommodations provided the accommodations do not degrade the performance or functionality of LESSOR's system. 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.

11. REMOVAL AT END OF TERM. LESSEE shall, upon expiration of the Term, or upon earlier termination of the Agreement, remove its equipment, conduits, fixtures 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 equipment, conduits, fixtures and all personal property and restore the Premises to its original condition ninety (90) days after termination, LESSOR may remove LESSEES equipment, conduit, fixtures and other personal property and LESSEE shall reimburse LESSOR for such removal.

12. RIGHTS UPON SALE. Should LESSOR, at any time during the Term decide (i) to sell or transfer all or any part of the Property or the light pole thereon 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 Building and or 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.

13. QUIET ENJOYMENT AND REPRESENTATIONS. LESSOR covenants that LESSEE, on paying the rent and performing the covenants herein, shall peaceably and quietly have, hold and enjoy the Premises. 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. 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.

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

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

LESSOR:
City of Richmond, Virginia
Department of Public Works
900 E. Broad St.
Suite 704
Attn: Pamela Porter

With a copy to:

Office of the City Attorney
900 E. Broad Street
Room 300
Richmond, Virginia 23219
Attention: Matthew Welch
Phone (804) 646-3388
Matthew.welch@richmondgov.com

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.

16. DEFAULT. If either Party breaches this Agreement or fails to perform any of its obligations hereunder, the non-breaching Party shall give the breaching Party written notice of such breach within fifteen (15) days. Accepted as otherwise provided in the Agreement, after receipt of such written notice, the breaching Party shall have thirty (30) days in which to cure any breach, unless the non-breaching Party agrees to extend the time in which the breaching Party must cure. The non-breaching Party shall not unreasonably decline to extend the time in which the breaching Party must cure the breaching Party commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion to the satisfaction of the non-breaching Party. The non-breaching Party may not maintain any action or effect any remedies for default against the breaching Party unless and until the breaching Party has failed to cure the breach within the time periods provided in this Paragraph.

17. ENVIRONMENTAL. LESSEE shall not cause or permit the escape, disposal or release of any chemical, biologically active or 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 unto the Premises 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, and LESSEE shall indemnify and hold harmless LESSOR from any and all loss, cost or expense, including reasonable attorneys' fees, occasioned by failure of LESSEE 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.

18. MISCELLANEOUS. This Agreement contains all agreements, promises and understandings between the LESSOR and the LESSEE regarding this transaction, and no oral agreement, promises or understandings shall be binding upon either the LESSOR or the LESSEE in any dispute, controversy or proceeding. This Agreement may not be amended or varied except in a writing signed by all parties. This Agreement shall extend to and bind the heirs, personal representatives, successors and assigns hereto. 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 hereunder shall not waive such rights and such party shall have the right to enforce such rights at any time. This Agreement and the performance thereof shall be governed interpreted, construed and regulated by the laws of the state in which the Premises is located without reference to its choice of law rules.

19. HEADINGS. The headings throughout the Agreement are for convenience and reference only and shall in no way explain, modify, amplify, or aid in the interpretation or construction of the Agreement.

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

22. GOVERNING LAW AND VENUE AND FORUM CHOICE.

a. Governing Law. All issues and questions concerning the construction, enforcement, interpretation and validity of this Agreement, or the rights and obligations of the LESSOR and LESSEE 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.

b. Venue and 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 a federal or state court located in the city of Richmond, Virginia. The Parties accept the personal jurisdiction of any court in which an action is brought pursuant to this article for purposes of that action and waives all jurisdiction- and venue-related defenses to the maintenance of such action.

23. SIGNATURE AUTHORITY. With the exception of Paragraph 3, the Chief Administrative Officer or his designee shall have the authority to provide any notices or authorizations contemplated under this Agreement on behalf of LESSOR.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

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

LESSOR:

THE CITY OF RICHMOND, VIRGINIA
a municipal corporation

By: _____

Name:

Title: Chief Administrative Officer

Under the Authority granted by Ord No. _____

Approved as to terms:

Department of Public Works

Approved as to form:

Office of the City Attorney

LESSEE:

**CELLCO PARTNERSHIP d/b/a VERIZON
WIRELESS**

By: _____

Print Name: David R. Heverling

Its: Area Vice President Network

Date: _____

WITNESS

EXHIBIT "A"

**SITE PLAN OF FLOOR SPACE
ANTENNA SPACE, CABLING SPACE AND LESSEE'S COMMUNICATION FACILITY**

Those certain plan sheets 1-3 prepared by NB+C Engineering Services, LLC, entitled "SC Bryan Park" Verizon Wireless, 4308 Hermitage Road, Richmond, VA 23227, City of Richmond" dated July 9, 2015, last revised July 31, 2015 attached hereto.