

## LAND LEASE AGREEMENT

This Land Lease Agreement (the "Agreement"), dated this \_\_\_\_\_, is by and between the County of Albemarle, Virginia, a political subdivision of the Commonwealth of Virginia, its principal offices located at 401 McIntire Road, Charlottesville, Virginia 22902, hereinafter designated LESSOR and Cellco Partnership, a Delaware general partnership d/b/a Verizon Wireless with its principal offices at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920, 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. GRANT.

(a). In accordance with this Agreement, LESSOR hereby grants to LESSEE the right to install, maintain and operate communications equipment ("Use") upon the Premises (as hereinafter defined), which are a part of that real property owned, leased or controlled by LESSOR at 3750 Walnut Creek Road, North Garden, VA 22959 (the "Property"). The Property is legally described on Exhibit "A" attached hereto and made a part hereof. The Premises are a portion of the Property and are approximately 2500 square feet, and are shown in detail on Exhibit "B" attached hereto and made a part hereof. LESSEE may survey the Premises. Upon completion, the survey shall replace Exhibit "B" in its entirety.

(b). The LESSOR reserves for itself the continued use of portions of the leased Premises or ground space immediately adjacent to the leased Premises, that does not interfere with LESSEE's ground equipment area including but not limited to LESSEE's space for a backup electrical generator, for LESSOR's emergency services and/or school communications purposes, at no cost to LESSOR. LESSOR must submit a tower collocation application to LESSEE to define the proposed use of ground space for equipment, and further define cabling and antennas for installation on LESSEE's tower. If LESSOR's proposed use of the tower exceeds the structural capacity of the tower at the time of the proposal, LESSOR would be responsible for the costs of any tower modifications required to accommodate LESSOR's proposed structural loading.

2. INITIAL TERM. This Agreement shall be effective as of the date of execution by both Parties ("Effective Date"). The initial term of the Agreement shall be for 5 years beginning on the Commencement Date (as hereinafter defined). The "Commencement Date" shall be the first day of the month after LESSEE begins installation of LESSEE's communications equipment. The parties agree to acknowledge the Commencement Date in writing.

3. EXTENSIONS. This Agreement shall automatically be extended for 4 additional 5 year terms unless LESSEE terminates it at the end of the then current term by giving LESSOR written notice of the intent to terminate at least 3 months prior to the end of the then current term. The initial term and all extensions shall be collectively referred to herein as the "Term".

4. RENTAL.

(a). Rental payments shall begin on the Commencement Date and be due at a total annual rental of \$12,000.00, to be paid in equal monthly installments on the first day of the month, in advance, to LESSOR at c/o Finance Administration, Room 149, 401 McIntire Road, Charlottesville, VA 22902 or to such other person, firm, or place as LESSOR may, from time to time, designate in writing at least 30 days in advance of any rental payment date by notice given in accordance with Paragraph 20 below. LESSOR and LESSEE acknowledge and agree that the initial rental payment may not be delivered by LESSEE until at least 90 days after the Commencement Date. 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.

(b). Annual rental shall be increased each year on the anniversary of the Commencement Date, during the initial term and any extension term, by an amount equal to two percent (2%) of the rent for the immediately preceding lease year.

(c). For any party to whom rental payments are to be made, LESSOR or any successor in interest of LESSOR hereby agrees to provide to LESSEE (i) a completed, current version of Internal Revenue Service Form W-9, or equivalent; (ii) complete and fully executed state and local withholding forms if required; and (iii) other documentation to verify LESSOR's or such other party's right to receive rental as is reasonably requested by LESSEE. Rental shall accrue in accordance with this Agreement, but LESSEE may not deliver rental payments for up to 90 days after the requested documentation has been received by LESSEE.

(d). As additional consideration for this Agreement, LESSEE shall pay LESSOR a one-time, non-refundable, lump-sum signing bonus of \$2,000.00, which shall be considered additional rent for the Premises for the period from the Effective Date until the Commencement Date. The signing bonus shall be paid by LESSEE to LESSOR within 90 days of the date of full execution of this Agreement by the Parties. LESSOR agrees the payment to be made by LESSEE under this Paragraph 4(d) is fair and adequate payment in exchange for LESSEE intentionally delaying installation of LESSEE's communications equipment, and LESSOR recognizes that Paragraph 2 of this Agreement governs the Commencement Date. This Paragraph 4(d) does not impact whether or not LESSEE chooses to install LESSEE's communications equipment and commence the Term.

5. ACCESS. During the term of this Agreement, LESSEE shall have the non-exclusive right of ingress and egress from a public right-of-way, 7 days a week, 24 hours a day, over the Property to and from the Premises for the purpose of installation, operation and maintenance of LESSEE's communications equipment over or along a twenty (20) foot wide right-of-way ("Easement"), which shall be depicted on Exhibit "B". LESSEE may use the Easement for the installation, operation and maintenance of wires, cables, conduits and pipes for all necessary electrical, telephone, fiber and other similar support services. During installation of LESSEE's communications equipment, LESSEE will also have temporary use of the "Proposed 20' Non-Exclusive Access Easement for Temporary Access for Construction" depicted on Exhibit "B." The granting of any easement(s) not depicted on Exhibit "B" will be subject to separate LESSOR approval under *Virginia Code* § 15.2-1800.

6. CONDITION OF PROPERTY. LESSOR shall deliver the Premises to LESSEE in a condition ready for LESSEE's Use and clean and free of debris. LESSOR represents and warrants to LESSEE that as of

the Effective Date, the Premises is (a) in compliance with all Laws; and (b) in compliance with all EH&S Laws (as defined in Paragraph 24).

7. IMPROVEMENTS. The communications equipment including, without limitation, the tower structure, antennas, conduits, ground equipment, backup electrical generator, fencing and other screening, and other improvements shall be at LESSEE's expense and installation shall be at the discretion and option of LESSEE. LESSEE shall have the right to replace, repair, add or otherwise modify its communications equipment, tower structure, antennas, conduits, ground equipment, backup electrical generator, fencing and other screening, or other improvements or any portion thereof and the frequencies over which the communications equipment operates, whether or not any of the communications equipment, antennas, conduits, ground equipment, backup electrical generator or other improvements are listed on any exhibit. As part of LESSEE'S initial installation, if LESSEE elects not to install a backup electrical generator LESSEE will install a generator plug, to allow portable generator(s) to operate on and from the Premises during any extended power outage(s).

8. GOVERNMENT APPROVALS. LESSEE's Use is contingent upon LESSEE obtaining all of the certificates, permits and other approvals (collectively the "Government Approvals") that may be required by any Federal, State or Local authorities (collectively, the "Government Entities") as well as a satisfactory soil boring test, environmental studies, or any other due diligence LESSEE chooses that will permit LESSEE's Use. LESSOR shall cooperate with LESSEE's preparation of its applications, and shall take no action which would adversely affect the status of the Property with respect to LESSEE's Use, provided, however, that nothing in this Paragraph or this Agreement obligates the LESSOR's Board of Supervisors to grant any Government Approval.

9. TERMINATION. LESSEE may, unless otherwise stated, immediately terminate this Agreement upon written notice to LESSOR in the event that (i) any applications for such Government Approvals should be finally rejected; (ii) any Government Approval issued to LESSEE is canceled, expires, lapses or is otherwise withdrawn or terminated by any Government Entity; (iii) LESSEE determines that such Government Approvals may not be obtained in a timely manner; (iv) LESSEE determines any structural analysis is unsatisfactory; (v) LESSEE, in its sole discretion, determines the Use of the Premises is obsolete or unnecessary; (vi) with 3 months prior notice to LESSOR, upon the annual anniversary of the Commencement Date; or (viii) at any time before the Commencement Date for any reason or no reason in LESSEE's sole discretion.

10. INDEMNIFICATION. Subject to Paragraph 11, and to the extent permitted by law, each Party and/or any successor and/or assignees thereof, shall indemnify and hold harmless the other Party, and/or any successors and/or assignees thereof, against (i) any and all claims of liability or loss from personal injury or property damage resulting from or arising out of the negligence or willful misconduct of the indemnifying Party, its employees, contractors or agents, except to the extent such claims or damages may be due to or caused by the negligence or willful misconduct of the other Party, or its employees, contractors or agents, and (ii) reasonable attorney's fees, expense, and defense costs incurred by the indemnified Party. Where a claim is the result of the concurrent acts of the Parties, each Party shall be liable under this Paragraph 10 to the extent of its fault or liability therefor. The indemnified Party will provide the indemnifying Party with prompt, written notice of any claim that is subject to the indemnification obligations in Paragraph 10. The indemnified Party will cooperate appropriately with the indemnifying Party in connection with the indemnifying Party's defense of such claim. The indemnifying Party shall defend any indemnified Party, at the indemnified Party's request, against any claim with counsel reasonably satisfactory to the indemnified Party. The indemnifying Party shall not settle or

compromise any such claim or consent to the entry of any judgment without the prior written consent of each indemnified Party and without an unconditional release of all claims by each claimant or plaintiff in favor of each indemnified Party. All indemnification obligations shall survive the termination or expiration of this Agreement. This Paragraph and any other indemnification provisions in this Agreement apply only to the extent permitted by law. Nothing in this Agreement constitutes a waiver of the County's sovereign immunity.

11. INSURANCE. The Parties agree that at their own cost and expense, each will maintain commercial general liability insurance with limits of \$2,000,000 for bodily injury (including death) and property damage each occurrence. The Parties agree to include on their respective general liability policies the other Party as an additional insured as their interests may appear under this Agreement, and shall include premises, products and completed operations coverage. The Parties hereby waive and release any and all rights of action for negligence (but not for intentional acts) against the other which may hereafter arise on account of damage to the Premises or the Property, resulting from insurable losses under any fire, or other casualty which is insurable under "Causes of Loss – Special Form" property damage insurance or other standard fire insurance policies with extended coverage. These waivers and releases shall apply between the Parties and they shall also apply to any claims under or through either Party as a result of any asserted right of subrogation. All such policies of insurance obtained by either Party concerning the Premises or the Property shall waive the insurer's right of subrogation against the other Party.

12. LIMITATION OF LIABILITY. Except for indemnification pursuant to Paragraphs 10 and 24, a violation of Paragraph 29, or a violation of law, neither Party shall be liable to the other, or any of their respective agents, representatives, or employees for any lost revenue, lost profits, diminution in value of business, loss of technology, rights or services, loss of data, or interruption or loss of use of service, incidental, punitive, indirect, special, trebled, enhanced or consequential damages, even if advised of the possibility of such damages, whether such damages are claimed for breach of contract, tort (including negligence), strict liability or otherwise, unless applicable law forbids a waiver of such damages.

13. INTERFERENCE.

(a). LESSEE agrees that LESSEE will not cause interference that is measurable in accordance with industry standards to LESSOR's equipment. LESSOR agrees that LESSOR and other occupants of the Property will not cause interference that is measurable in accordance with industry standards to the then existing equipment of LESSEE.

(b). Without limiting any other rights or remedies, if interference occurs and continues for a period in excess of 48 hours following notice to the interfering party via telephone to LESSEE'S Network Operations Center at (800) 621-2622 or to LESSOR at (434) 296-5841, the interfering party shall or shall require any other user to reduce power or cease operations of the interfering equipment until the interference is cured.

(c). The Parties acknowledge that there will not be an adequate remedy at law for noncompliance with the provisions of this Paragraph and therefore the Parties shall have the right to equitable remedies such as, without limitation, injunctive relief and specific performance.

14. REMOVAL AT END OF TERM. Upon expiration or within 90 days of earlier termination, LESSEE shall remove LESSEE's Communications Equipment (except footings) and restore the Premises to

its original condition, reasonable wear and tear and casualty damage excepted. LESSOR agrees and acknowledges that the communications equipment 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 the Agreement, LESSEE shall pay rent in accordance with Paragraph 15.

15. HOLDOVER. If LESSEE holds over after the expiration or earlier termination of the Term, then this Agreement shall continue on a month to month basis at 150% of the then existing monthly rental rate or the existing monthly pro-rata basis if based upon a longer payment term, until the removal of the communications equipment is completed.

16. RIGHT OF FIRST REFUSAL. If at any time after the Effective Date, LESSOR receives an offer or letter of intent from any person or entity that is in the business of owning, managing or operating communications facilities or is in the business of acquiring landlord interests in agreements relating to communications facilities, to purchase fee title, an easement, a lease, a license, or any other interest in the Premises or any portion thereof or to acquire any interest in this Agreement, or an option for any of the foregoing, LESSOR shall provide written notice to LESSEE of said offer ("LESSOR's Notice"). LESSOR's Notice shall include the prospective buyer's name, the purchase price being offered, any other consideration being offered, the other terms and conditions of the offer, a description of the portion of and interest in the Premises and/or this Agreement which will be conveyed in the proposed transaction, and a copy of any letters of intent or form agreements presented to LESSOR by the third party offeror. LESSEE shall have the right of first refusal to meet any bona fide offer of sale or transfer on the terms and conditions of such offer or by effectuating a transaction with substantially equivalent financial terms. If LESSEE fails to provide written notice to LESSOR that LESSEE intends to meet such bona fide offer within 30 days after receipt of LESSOR's Notice, LESSOR may proceed with the proposed transaction in accordance with the terms and conditions of such third party offer, in which event this Agreement shall continue in full force and effect and the right of first refusal described in this Paragraph shall survive any such conveyance to a third party. If LESSEE provides LESSOR with notice of LESSEE's intention to meet the third party offer within 60 days after receipt of LESSOR's Notice, then if LESSOR's Notice describes a transaction involving greater space than the Premises, LESSEE may elect to proceed with a transaction covering only the Premises and the purchase price shall be pro-rated on a square footage basis. Further, LESSOR acknowledges and agrees that if LESSEE exercises this right of first refusal, LESSEE may require a reasonable period of time to conduct due diligence and effectuate the closing of a transaction on substantially equivalent financial terms of the third party offer. LESSEE may elect to amend this Agreement to effectuate the proposed financial terms of the third party offer rather than acquiring fee simple title or an easement interest in the Premises. For purposes of this Paragraph, any transfer, bequest or devise of LESSOR's interest in the Property as a result of the death of LESSOR, whether by will or intestate succession, or any conveyance to LESSOR's family members by direct conveyance or by conveyance to a trust for the benefit of family members shall not be considered a sale for which LESSEE has any right of first refusal.

17. RIGHTS UPON SALE. Should LESSOR, at any time during the Term, decide (i) to sell or otherwise transfer all or any part of the Property, or (ii) to grant to a third party by easement or other legal instrument an interest in and to any portion of the Premises, such sale, transfer, 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. In the event that LESSOR completes any such sale, transfer, or grant described in this Paragraph without executing an assignment of the Agreement whereby

the third party agrees in writing to assume all obligations of LESSOR under this Agreement, then LESSOR shall not be released from its obligations to LESSEE under this Agreement, and LESSEE shall have the right to look to LESSOR and the third party for the full performance of the Agreement.

18. LESSOR'S TITLE. 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 Effective Date and covenants during the Term that LESSOR has full authority to enter into and execute this Agreement and that there are no liens, judgments, covenants, easement, restrictions or other impediments of title that will adversely affect LESSEE's Use.

19. ASSIGNMENT; SUBLEASE.

(a). Without any approval or consent of the other Party, this Agreement may be sold, assigned or transferred by either Party to (i) any entity in which the Party directly or indirectly holds an equity or similar interest; (ii) any entity which directly or indirectly holds an equity or similar interest in the Party; or (iii) any entity directly or indirectly under common control with the Party. LESSEE may assign this Agreement to (i) any entity which acquires all or substantially all of LESSEE's assets in the market defined by the FCC in which the Property is located by reason of a merger, acquisition or other business reorganization without approval or consent of LESSOR; or (ii) to a company that is engaged in the business of owning and/or operating communications towers (a "Tower Company") without approval or consent of LESSOR, and in connection with a sale, assignment or transfer to a Tower Company, LESSEE shall be released from all obligations and liabilities accruing under this Agreement from and after the effective date thereof. As to other parties, this Agreement may not be sold, assigned or transferred without the written consent of the other Party, 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 either Party shall constitute an assignment hereunder.

(b). LESSEE may sublet the Premises, in whole or in part (including by license), in LESSEE's sole discretion, upon notice to LESSOR. In the event LESSEE sublets the Premises to a Sublessee, LESSEE shall pay to LESSOR as additional rent twenty-five percent (25%) of the revenue received from a Sublessee, which additional rent shall commence based upon the date the Sublessee commences installation of its equipment on the Premises. In the event the date the Sublessee commences installation of its equipment on the Premises falls between the 1<sup>st</sup> and 15<sup>th</sup> of the month, LESSEE's obligation to pay the LESSOR sublease revenue shall commence on the 1<sup>st</sup> of that month and if the date installation commences falls between the 16<sup>th</sup> and 31<sup>st</sup> of the month, then the LESSEE's obligation to pay the LESSOR additional rent shall commence on the 1<sup>st</sup> day of the following month (either the "Sublease Commencement Date"). LESSOR and LESSEE agree that they shall acknowledge in writing any Sublease Commencement Date. LESSOR and LESSEE acknowledge and agree that initial sublease rent payment(s) shall not actually be sent by LESSEE until thirty (30) days after a written acknowledgement confirming the Sublease Commencement Date.

20. NOTICES. Except for notices permitted via telephone in accordance with Paragraph 13, all notices hereunder must be in writing and shall be deemed validly given if sent by certified mail, return receipt requested or by commercial courier, provided the courier's regular business is delivery service and provided further that it guarantees delivery to the addressee by the end of the next business day following the courier's receipt from the sender, addressed as follows (or any other address that the Party to be notified may have designated to the sender by like notice):

LESSOR: County of Albemarle, VA  
c/o County Executive  
401 McIntire Road  
Charlottesville, VA 22902

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.

21. [Intentionally Deleted.]

22. DEFAULT. It is a "Default" if (i) either Party fails to comply with this Agreement and does not remedy the failure within 30 days after written notice by the other Party or, if the failure cannot reasonably be remedied in such time, if the failing Party does not commence a remedy within the allotted 30 days and diligently pursue the cure to completion within 90 days after the initial written notice, or (ii) LESSOR fails to comply with this Agreement and the failure interferes with LESSEE's Use and LESSOR does not remedy the failure within 5 days after written notice from LESSEE or, if the failure cannot reasonably be remedied in such time, if LESSOR does not commence a remedy within the allotted 5 days and diligently pursue the cure to completion within 15 days after the initial written notice. The cure periods set forth in this Paragraph 22 do not extend the period of time in which either Party has to cure interference pursuant to Paragraph 13 of this Agreement.

23. REMEDIES. In the event of a Default, without limiting the non-defaulting Party in the exercise of any right or remedy which the non-defaulting Party may have by reason of such default, the non-defaulting Party may terminate this Agreement and/or pursue any remedy now or hereafter available to the non-defaulting Party under the Laws or judicial decisions of the state in which the Property is located. Further, upon a Default, the non-defaulting Party may at its option (but without obligation to do so), perform the defaulting Party's duty or obligation. The costs and expenses of any such performance by the non-defaulting Party shall be due and payable by the defaulting Party upon invoice therefor. If LESSEE undertakes any such performance on LESSOR's behalf and LESSOR does not pay LESSEE the full amount within 30 days of its receipt of an invoice setting forth the amount due, LESSEE may offset the full amount due against all fees due and owing to LESSOR under this Agreement until the full amount is fully reimbursed to LESSEE.

24. ENVIRONMENTAL. LESSEE shall conduct its business in compliance with all applicable laws governing the protection of the environment or employee health and safety ("EH&S Laws"). LESSEE shall indemnify and hold harmless the LESSOR from claims to the extent resulting from LESSEE's violation of any applicable EH&S Laws or to the extent that LESSEE causes a release of any regulated substance to the environment. Subject to Paragraph 10 and to the extent permitted by law, LESSOR shall indemnify and hold harmless LESSEE from all claims resulting from the violation of any applicable EH&S Laws or a release of any regulated substance to the environment except to the extent resulting from the activities of LESSEE. The Parties recognize that LESSEE is only leasing a small portion of the Property and that LESSEE shall not be responsible for any environmental condition or issue except to the extent resulting from

LESSEE's specific activities and responsibilities. In the event that LESSEE encounters any hazardous substances that do not result from its activities, LESSEE may relocate its facilities to avoid such hazardous substances to a mutually agreeable location or, if LESSEE desires to remove at its own cost all or some the hazardous substances or materials (such as soil) containing those hazardous substances, LESSOR agrees to sign any necessary waste manifest associated with the removal, transportation and/or disposal of such substances.

25. CASUALTY. If a fire or other casualty damages the Property or the Premises and impairs LESSEE's Use, rent shall abate for 45 days or until LESSEE'S Use is restored, whichever is less. If LESSEE's Use is not restored within 45 days, this Agreement will terminate upon LESSEE's removal of its equipment and restoration of the Premises pursuant to Paragraph 14.

26. CONDEMNATION. If a condemnation of any portion of the Property or Premises impairs LESSEE's Use, LESSEE may terminate this Agreement. LESSEE may on its own behalf make a claim in any condemnation proceeding involving the Premises for losses related to LESSEE's communications equipment, relocation costs and, specifically excluding loss of LESSEE's leasehold interest, any other damages LESSEE may incur as a result of any such condemnation.

27. APPLICABLE LAWS. During the Term, LESSOR shall maintain the Property in compliance with all applicable laws, EH&S Laws, rules, regulations, ordinances, directives, covenants, easements, consent decrees, 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 condition of the Premises and at LESSEE's sole cost and expense, comply with (i) all Laws relating solely to LESSEE's specific and unique nature of use of the Premises; and (ii) all building codes requiring modifications to the Premises due to the improvements being made by LESSEE in the Premises. It shall be LESSOR's obligation to comply with all Laws relating to the Property, without regard to specific use (including, without limitation, modifications required to enable LESSEE to obtain all necessary building permits).

28. TAXES.

(a). LESSOR shall invoice and LESSEE shall pay any applicable transaction tax (including sales, use, gross receipts, or excise tax) imposed on the LESSEE and required to be collected by the LESSOR based on any service, rental space, or equipment provided by the LESSOR to the LESSEE. LESSEE shall pay all personal property taxes, fees, assessments, or other taxes and charges imposed by any Government Entity that are imposed on the LESSEE and required to be paid by the LESSEE that are directly attributable to the LESSEE's equipment or LESSEE's use and occupancy of the Premises. Payment shall be made by LESSEE by the earlier of the tax due date or within 60 days after presentation of a receipted bill that is the basis for such taxes or charges.

(b). LESSEE shall have the right, at its sole option and at its sole cost and expense, to appeal, challenge or seek modification of any tax assessment or billing for which LESSEE is wholly or partly responsible for payment. LESSOR shall reasonably cooperate with LESSEE at LESSEE's expense in providing assessment records pursuant to Virginia Code § 58.1-3331. In the event that as a result of any appeal or challenge by LESSEE, there is a reduction, credit or repayment received by the LESSOR for any taxes previously paid by LESSEE, LESSOR agrees to promptly reimburse to LESSEE the amount of said reduction, credit or repayment.

29. NON-DISCLOSURE. The Parties agree this Agreement and any information exchanged between the Parties regarding the Agreement are likely public records subject to the Virginia Freedom of Information Act. If a disclosure is required by law, prior to disclosure, the Party from whom disclosure has been requested shall notify the other Party and cooperate to take lawful steps to resist, narrow, or eliminate the need for that disclosure.

30. 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. The performance of this Agreement 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. The Parties choose the state courts of the County of Albemarle, Virginia, as the venue for any action instituted pursuant to the terms of this Agreement. Except as expressly set forth in this Agreement, nothing in this Agreement shall grant, suggest or imply any authority for one Party to use the name, trademarks, service marks or trade names of the other for any purpose whatsoever. LESSOR agrees to execute a Memorandum of this Agreement, which LESSEE may record with the appropriate recording officer. The provisions of the Agreement relating to indemnification from one Party to the other Party shall survive any termination or expiration of this Agreement. This Agreement may be executed by facsimile signature or any other form of electronic transmission of signature using generally recognized e-signature technology (e.g., DocuSign or Adobe Sign), and a facsimile or any other form of electronically transferred signature shall constitute an original for all purposes.

[Signature page follows. The remainder of this page is intentionally blank.]

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

**LESSOR:**

**County of Albemarle, Virginia**

By: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

**LESSEE:**

**Cellco Partnership d/b/a Verizon Wireless**

By: \_\_\_\_\_

Date: \_\_\_\_\_

**EXHIBIT "A"**

**DESCRIPTION OF PROPERTY**

**The Property identified as "Tract 2" among the Land Records of Albemarle County, Virginia in a Deed recorded in Deed Book 1022 at Page 415; as further identified on the tax map as Parcel ID 10000-00-00-03500, and commonly known as a portion of Walnut Creek Park, 3750 Walnut Creek Park, North Garden, Virginia 22959.**

**EXHIBIT "B"**

**SITE PLAN OF THE PREMISES**

**[See attached Dewberry Site Plat dated 4/29/2022, 2 pages]**

VERIZON SITE: NORTH GARDEN

VCS MAD 85 (2018)  
SOUTH ZONE

N:3863851.28  
E:11455862.10

COUNTY OF ALBEMARLE BOARD OF SUPERVISORS  
D.B. 912, PG 611 (TRACT 2)  
PARCEL ID 10000-00-00-03500  
3750 & 3780 WALNUT CREEK PARK RD

LEASE AREA  
20' NON-EXCLUSIVE TEMPORARY ACCESS EASEMENT

LESSEE'S 20' NON-EXCLUSIVE ACCESS AND UTILITY EASEMENT



NOTES:  
1. THIS EASEMENT PLAT WAS PREPARED WITHOUT THE BENEFIT OF A TITLE REPORT.  
2. PROPERTY LINES SHOWN BASED ON COMPILED RECORDED DEED AND PLAT INFORMATION. THIS IS NOT A BOUNDARY SURVEY.

AREA TABULATION:  
20' ACCESS & UTILITY ESMT= 11,523 SQ. FT.  
20' TEMPORARY CONSTRUCTION ACCESS EASEMENT = 11,997 SQ. FT.  
LEASE AREA = 2,500 SQ. FT.

SCALE 1" = 60'

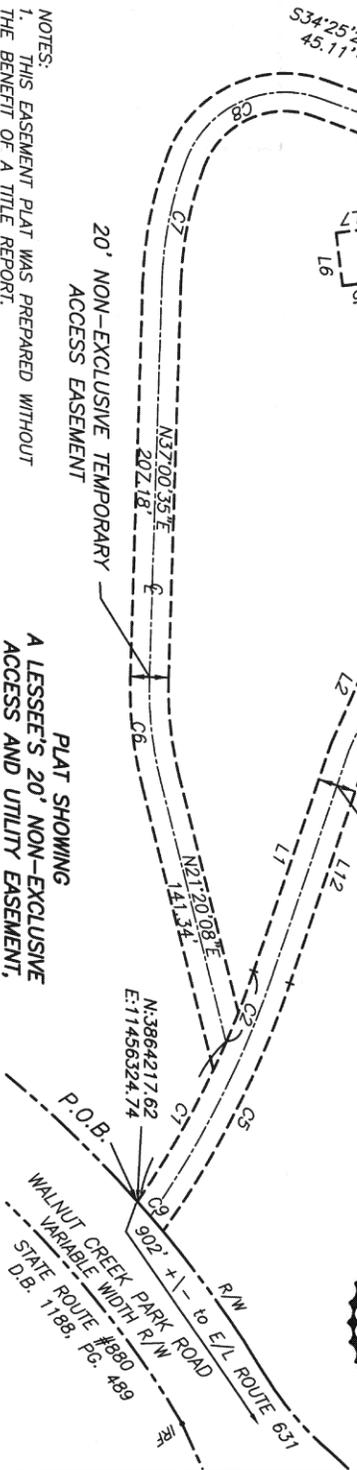
JOB# 50128319

SHEET 1 OF 2

PLAT SHOWING  
A LESSEE'S 20' NON-EXCLUSIVE ACCESS AND UTILITY EASEMENT.  
A 20' NON-EXCLUSIVE TEMPORARY CONSTRUCTION ACCESS EASEMENT AND LEASE AREA  
ACROSS THE PROPERTY OF  
COUNTY OF ALBEMARLE  
BOARD OF SUPERVISORS  
SAM MILLER DISTRICT  
ALBEMARLE COUNTY, VIRGINIA

DATE: 04/29/2022 LAST REVISED 04/29/2022

**Dewberry**  
Dewberry  
Engineers Inc.  
4805 Lake Brook Drive  
Glen Allen, VA 23060  
PHONE: 804.290.7957  
FAX: 804.290.7928  
www.dewberry.com



**Lessee's 20' Non-Exclusive Access and Utility Easement**

Beginning at a point on the western right of way line of Walnut Creek Park Road (N3864227.89, E1145568323.73), thence with curve turning to the left having an arc of 95.85 feet, a radius of 490.00 feet and a chord of S64°19'13"W 95.70 feet to a point; thence with the same curve turning to the left with having an arc of 40.11 feet, a radius of 490.00 feet and a chord of S56°22'17"W 40.10 feet to a point; thence S54°01'35"W 126.36 feet to a point; thence S59°17'15"W 51.27 feet to a point; thence with a curve to the left having an arc length of 35.60, a radius of 90.00 feet and a chord of S47°57'20"W 35.37 feet to a point; thence S36°37'25"W 114.73 feet to a point; thence S28°14'46"W 46.37 feet to a point; thence S61°45'14"E 20.00 feet to a point; thence S28°14'46"W 28.00 feet to a point; thence N61°45'14"W, passing the northeast corner of the lease area at 19.00 feet, a total distance of 40.00 feet to a point; thence N28°14'46"E 75.83 feet to a point; thence N36°37'25"E 116.19 feet to a point; thence with a curve to the right having an arc length of 43.51 feet, a radius of 110.00 feet and a chord of N47°57'20"E 43.23 feet to a point; thence N59°17'15"E 50.35 feet to a point; thence N54°01'35"E 125.44 feet to a point; thence with a curve turning to the right having an arc of 146.83 feet, a radius of 510.00 feet and a chord of N62°16'27"E 146.33 feet to a point; thence with a non-tangential curve turning to the left with an arc of 20.67, a radius of 616.78 feet and a chord of S05°08'57"E 20.67 feet to the point of beginning. Containing 11,523 square feet.

**20' Non-Exclusive Temporary Access Easement**

Beginning of a point on the southern line of the easement described above, thence with the centerline of this 20' Non-Exclusive Temporary Access easement S21°20'08"W 141.34 feet to a point; thence with a curve to the right having an arc of 54.71 feet, a radius of 200.00 feet, and a chord of S29°10'22"W 54.54 feet to a point; thence S37°00'35"W 207.18 feet to a point; thence with a curve to the right having an arc of 65.10 feet, a radius of 200.00 feet, and a chord of S46°20'05"W 64.81 feet to a point; thence with a compound curve to the right having an arc of 86.55 feet, a radius of 55.00 feet, and a chord of N79°30'11"W 77.89 feet; thence N34°23'25"W 45.11 feet to a point on the southern line of the following described lease area. The southwest corner of the lease area being N61°41'23"W 26.00 feet from this point. Containing 11,997 square feet.

**Lease Area**

Beginning at the southwest corner of the following described lease area (N3863851.28, E 11455862.10) thence N28°06'46"E 50.00 feet to a point; thence S61°53'14"E 50.00 feet to a point; thence S28°06'46"W 50.00 feet to a point; thence N61°53'14"W 50.00 feet to the point of beginning. Containing 2500 square feet.

CURVE	RADIUS	ARC	DELTA	TANGENT	CHORD	BEARING	CHORD
C1	490.00'	95.85'	11°12'28"	48.08'	S64°19'13"W	95.70'	95.70'
C2	490.00'	40.11'	4°41'24"	20.07'	S56°22'17"W	40.10'	40.10'
C3	90.00'	35.60'	22°39'50"	18.04'	S47°57'20"W	35.37'	35.37'
C4	110.00'	43.51'	22°39'50"	22.04'	N47°57'20"E	43.23'	43.23'
C5	510.00'	146.83'	16°29'45"	73.93'	N62°16'27"E	146.33'	146.33'
C6	200.00'	54.71'	15°40'27"	27.53'	S29°10'22"W	54.54'	54.54'
C7	200.00'	65.10'	18°39'00"	32.84'	S46°20'05"W	64.81'	64.81'
C8	55.00'	86.55'	90°09'32"	55.15'	N79°30'11"W	77.89'	77.89'
C9	616.78'	20.67'	1°55'13"	10.34'	S05°08'57"E	20.67'	20.67'

LINE	BEARING	DISTANCE
L1	S54°01'35"W	126.36
L2	S59°17'15"W	51.27
L3	S36°37'25"W	114.73
L4	S28°14'46"W	46.37
L5	S61°45'14"E	20.00
L6	S28°14'46"W	28.00
L7	N61°45'14"W	19.00
L8	N61°45'14"W	40.00
L9	N28°14'46"E	75.83
L10	N36°37'25"E	116.19
L11	N59°17'15"E	50.35
L12	N54°01'35"E	125.44
L13	N28°06'46"E	50.00
L14	S61°53'14"E	50.00
L15	S28°06'46"W	50.00
L16	N61°53'14"W	50.00
L17	N61°53'14"W	28.00



PLAT SHOWING  
 A LESSEE'S 20' NON-EXCLUSIVE  
 ACCESS AND UTILITY EASEMENT,  
 A 20' NON-EXCLUSIVE TEMPORARY  
 CONSTRUCTION ACCESS EASEMENT  
 AND LEASE AREA  
 ACROSS THE PROPERTY OF  
 COUNTY OF ALBERMARLE  
 BOARD OF SUPERVISORS  
 SAM MILLER DISTRICT, ALBERMARLE COUNTY, VA

DATE: 04/29/2022 LAST REVISED 04/29/2022

**Dewberry**  
 Engineers Inc.  
 4805 Lake Brook Drive  
 Glen Allen, VA 23060  
 PHONE: 804.290.7957  
 FAX: 804.290.7928  
 www.dewberry.com

SCALE 1" = 60' JOB# 50128319 SHEET 2 OF 2