

## COMMUNICATIONS SITE LEASE AGREEMENT

This Communications Site Lease Agreement, dated this \_\_\_\_\_ day of \_\_\_\_\_, 2024, is entered into by and between Central Virginia Services, Inc. ("CVSI"), and the County of Albemarle, Virginia (the "County").

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Demise. The County does hereby lease to CVSI the following real property:
  - A. Three thousand two hundred twenty (3,220) square feet of land and all access and utility easements, if any, (collectively, the "Premises") as described in Exhibit A attached hereto and being part of the property owned by the County and described as the Yancey Community Center, located in Esmont, Albemarle County, Virginia (the "Property");
  - B. a temporary construction easement thirty (30) feet in width around the perimeter of the Premises; and
  - C. any additional land required for permanent erosion and sediment control facilities.
2. Use. The Premises may be used by CVSI for any activity in connection with the provision of telecommunication and communication services. The County will cooperate with CVSI in making application for and obtaining all licenses, permits, and any and all other necessary approvals that may be required for CVSI's intended use of the Premises. CVSI will reimburse the County for all of the County's reasonable costs paid to any third party in connection with such cooperation.
3. Tests and Construction. At any time following the full execution of this Agreement, CVSI may enter the Property for the purposes of (a) making appropriate engineering and boundary surveys, inspections, soil test borings, and other reasonably necessary tests and (b) constructing its facilities.
4. Term. The initial term of this Agreement will be fifty (50) years, unless otherwise terminated as provided in this Agreement, commencing on January 1, 2025. Upon mutual agreement, the parties may extend the Term for up to four (4) successive ten (10) year periods (the "Renewal Terms"). This Agreement will automatically be extended for each successive Renewal Term unless either party notifies the other party of its intention not to renew prior to commencement of the succeeding Renewal Term.
5. Rent. CVSI will pay to the County as rent one and 00/100 DOLLARS (\$1.00) per annum ("Rent").
6. Facilities; Utilities; Access.
  - (a) CVSI may erect, maintain, and operate on the Premises telecommunication and communication facilities, including without limitation utility lines, transmission lines, air-conditioned equipment shelter(s), standby power generator, electronic equipment, radio

transmitting and receiving antennas and supporting equipment and structures thereto ("CVSI Facilities"). The CVSI Facilities are not fixtures and title thereto will remain with CVSI. CVSI may remove all its Facilities at its sole expense on or before the expiration or earlier termination of the Agreement, and, upon such expiration or termination, CVSI must remove CVSI Facilities within 180 days. CVSI must repair any damage to the Premises caused by such removal.

(b) The County will sign such documents or easements as may be required by utility companies to provide services to the Premises, including the grant to CVSI or to the servicing utility company at no cost to the CVSI, of an easement in, over, across or through the Property as required by such servicing utility company to provide utility services as provided herein. Any easement necessary for such power or other utilities will be at a location acceptable to the County and the servicing utility company.

(c) CVSI, its employees, agents, subcontractors, lenders, and invitees will have pedestrian and vehicular ingress and egress access across the Property to the Premises twenty-four (24) hours a day, seven (7) days a week.

7. Taxes. CVSI must pay the taxes assessed against the CVSI Facilities.

8. Waiver of County's Lien. The County waives any lien rights it may have regarding the CVSI Facilities

9. Termination. This Agreement may be terminated without further liability as follows: : (i) on thirty (30) days prior written notice by the County upon the failure by CVSI to cure conditions of non-compliance with the applicable requirements of federal funding and state funding agencies, (collectively "Agencies") within the time frame, or any extensions thereof, prescribed by the Agency, (ii) on thirty (30) days prior written notice by either party upon a default of any covenant or term hereof by the other party, which default is not cured within sixty (60) days of receipt of written notice of default, or (iii) by CVSI for any reason or for no reason upon CVSI's written notice of early termination to the County.

11. Insurance. CVSI must maintain commercially reasonable liability insurance coverage for tort or statutory liability to its employees and to the public.

12. Assignment and Subletting. Neither party may assign, or otherwise transfer all or any part of its interest in this Agreement without the prior written consent of the other; which consent may not be unreasonably withheld, conditioned or delayed. In the event the County conveys the Premises, its grantee will take title subject to this Lease and CVSI must attorn to such grantee.

13. Warranty of Title and Quiet Enjoyment.

(a) The County warrants that: (i) the County owns the Property in fee simple and has rights of access thereto, and no additional ground lease, easement or consent is required from any third party for use of, or access to, the Property; (ii) the Property is free and clear of all liens, encumbrances and restrictions that would prohibit or interfere with CVSI's permitted use; (iii) the County has full right to make and perform this Agreement; and (iv) the County covenants and agrees with CVSI that upon CVSI paying the Rent and observing and performing all the terms, covenants and

conditions on CVSI's part to be observed and performed, CVSI may peacefully and quietly enjoy the Premises.

(b) In the event the Property is encumbered by a mortgage or deed of trust, the County agrees, upon request by CVSI, to obtain and furnish CVSI with a non-disturbance and attornment instrument for each such mortgage or deed of trust.

14. Hazardous Substances.

(a) CVSI agrees that it will not use, generate, store, or dispose of any Hazardous Material on, under, about or within the Property in violation of any law or regulation.

(b) The County represents, warrants and agrees (1) that neither the County nor, to the County's knowledge, any third party has used, generated, stored or disposed of, or permitted the use, generation, storage or disposal of, any Hazardous Material on, under, about or within the Property in violation of any law or regulation and (2) that the Property is free of any condition that might bring the Property within the purview of any federal, state, or local law or regulation regarding environmental protection, pollution, or water quality.

(c) As used in this paragraph, "Hazardous Material" means petroleum or any petroleum product, asbestos, and any substance, chemical or waste that is identified as hazardous, toxic, or dangerous in any applicable federal, state or local law or regulation.

(d) The provisions of this section will survive termination of this Lease Agreement.

15. Indemnification. CVSI will save, defend, hold harmless, and indemnify the County, and all of its officers, departments, agencies, agents and employees from and against any and all claims, losses, damages, injuries, fines, penalties, costs (including court costs and attorney's fees), charges, liability, or exposure, however caused, (collectively, "Claims") resulting from, arising out of, or in any way connected with the placement and operation of CVSI Facilities except those Claims arising from the negligence or intentional act of the County.

16. Validity. If any provision of this Agreement is invalid or unenforceable with respect to any party, the remainder of this Agreement or the application of such provision to persons other than those as to whom it is held invalid or unenforceable, will not be affected. Each provision of this Agreement will be valid and enforceable to the fullest extent permitted by law.

17. Successors. This Agreement will be binding on and inure to the benefit of the successors and permitted assignees of the respective parties.

18. Governing Law. This Agreement will be governed by the laws of the Commonwealth of Virginia.

19. Further Assurances. Each of the parties will do such further acts and things and to execute and deliver such additional agreements and instruments as the other may reasonably require to consummate, evidence, or confirm this Agreement or any other agreement contained herein in the manner contemplated hereby.

20. Counterparts. This Agreement may be executed in duplicate counterparts, each of which will be deemed an original.

21. Remedies. In the event of a breach of any of the covenants or agreements set forth in this Agreement, the parties will be entitled to any and all remedies available at law or in equity.

22. Entire Agreement. This Agreement constitutes the entire agreement and understanding between the parties, and supersedes all offers, negotiations, and other agreements concerning the subject matter contained herein. Any amendments to this Agreement must be in writing and executed by both parties.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first-above written.

COUNTY OF ALBEMARLE, VIRGINIA

CENTRAL VIRGINIA SERVICES, INC.

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

By: Bruce Maurhoff

Name: \_\_\_\_\_

Name: Bruce Maurhoff

Title: \_\_\_\_\_

Title: Executive VP & COO

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

Date: October 8, 2024

# Exhibit A

## LEGEND:

- FENCE
- OVERHEAD UTILITIES
- EXISTING ROAD
- UNDERGROUND ELECTRIC
- EXISTING WOODS LINE
- SIGHT LINE



TAX MAP #128A2-18  
ALBEMARLE COUNTY, VIRGINIAL  
INSTUMENT #20170000141118  
ZONED RURAL AREA

TAX MAP #128A2-22  
ALBEMARLE COUNTY, VIRGINIAL  
INSTUMENT #201700001120  
ZONED RURAL AREA

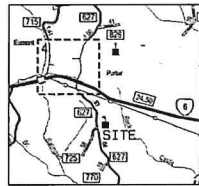
EXISTING BOUNDARY PER SITE PLAN  
BY H. H. SAUNDERS, INC. OF YANNEY,  
EASTMASTER TREATMENT FACILITIES

ELECTRICAL  
PANEL BOARD

DRAINAGE DITCH

PROPOSED LEASE AREA:  
0.07 AC. (3220 SQ. FT.)

- NOTES:
1. THIS DRAWING HAS BEEN PREPARED WITHOUT THE BENEFIT OF A TITLE REPORT AND DOES NOT THEREFORE, NECESSARILY, INDICATE ALL ENCUMBRANCES ON THE PROPERTY.
  2. THIS DRAWING HAS BEEN PREPARED AS A COMPOSITE DRAWING FROM THE EXISTING PLAT OF RECORD AND FIELD WORK BY SAUNDERS' SURVEYS FOR THE TOPOGRAPHIC SURVEY AND PRELIMINARY DESIGN.
  3. THIS DRAWING WAS PREPARED AT THE REQUEST OF CENTRAL VIRGINIA SERVICES, INC.
  4. THE PROPERTY SHOWN IS A PORTION OF TAX MAP #128A2-22, PROPERTY OF ALBEMARLE COUNTY, VIRGINIA.
  5. THIS DRAWING IS PREPARED FOR ALBEMARLE COUNTY AS A CONCEPTUAL IDEA OF A POTENTIAL LAYOUT AND LEASE AREA FOR A FIREFLY FIBER/BROADBAND FACILITY.
  6. A GRADING PLAN HAS NOT BEEN COMPLETED FOR THE SITE AT THIS TIME. AS THAT PLAN IS DEVELOPED, SOME MODIFICATIONS TO THIS PRELIMINARY DRAWING MAY BE NECESSARY TO ALLOW FOR STORM WATER MANAGEMENT AND THE FINAL GRADING/LAYOUT OF THE FACILITY.
  7. ADDITIONAL EASEMENTS MAY BE NEEDED FOR THE FOLLOWING:
    - A. INGRESS AND EGRESS TO THE SITE
    - B. THE ABILITY TO TURN VEHICLES AROUND WITHIN THE GRAVEL ROAD SHOWN SERVING THE PROPERTY
    - C. ELECTRICAL HOOKUP FROM THE EXISTING ELECTRICAL SYSTEM SERVING THE PROPERTY TO THE HUT
    - D. FIBER HOOKUPS FROM THE HUT TO THE EXISTING OVERHEAD UTILITY LINES SERVING THE PROPERTY
    - E. SIGHT LINE EASEMENTS TO MAKE THE INTERSECTION ONTO PORTERS ROAD SAFER FOR ALL VEHICULAR TRAFFIC
    - F. EASEMENTS TO ALLOW FOR STORMWATER TO GET FROM THE PERIMETER OF THE SITE TO THE DRAINAGE DITCH SHOWN
    - G. SLOPE EASEMENTS FOR THE GRADING OF THE SITE
    - H. THE ABILITY TO RELOCATE AND CONSTRUCT A NEW GATE SERVING THE PROPERTY, AND ANY FENCING THAT MAY BE REQUIRED FOR THE SECURITY OF THE SITE
    - I. UPON ACCEPTANCE OF THIS LEASE AREA BY ALBEMARLE COUNTY, A FORMAL PLAT WILL BE PUT TOGETHER FOR RECORDATION.



VICINITY MAP  
NOT TO SCALE

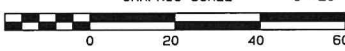
## POTENTIAL LEASE METES AND BOUNDS:

LINE	BEARING	DISTANCE
L1	N33°41'41"E	25.00'
L2	S56°18'19"E	23.75'
L3	N58°38'15"E	40.71'
L4	S56°18'19"E	34.00'
L5	S33°41'41"W	52.41'
L6	N67°39'41"W	48.24'
L7	N56°18'19"W	27.62'

## SAUNDERS' SURVEYS, INC.

329 CRABTREE FALLS HIGHWAY  
ROSELAND, VIRGINIA 22967  
434-277-8574

GRAPHIC SCALE 1"=20'



DRAWING SHOWING A PROPOSED LEASE AREA  
FOR CENTRAL VIRGINIA SERVICES, INC. DBA  
FIREFLY FIBER BROADBAND ON THE PROPERTY OF

**ALBEMARLE COUNTY, VIRGINIA**

SCOTTSDALE DISTRICT ALBEMARLE COUNTY, VIRGINIA  
COMM. #223060 DATE: OCTOBER 8, 2024 FILE #3176-C

223060.CRD 230608.PRO