

2. Pursuant to the Agreement, LESSOR has leased to LESSEE (i) an approximately 6' x 6' space vertical lease area (the "Wall Space"), within the parking garage building (the "**Building**") located at 513 East Main Street, Charlottesville, Virginia 22902, (the Building and the land on which the Building is situated, together, are hereinafter sometimes collectively referred to as the "**Property**"), for the installation, operation and maintenance of communications equipment; together with (ii) such additional space on the sides and/or roof of the Building sufficient for the installation, operation and maintenance of antennas within existing exterior lighting fixtures (the "**Antenna Space**"); together with (iii) the non-exclusive right to use 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 Wall Space and Antenna Space and to all necessary electrical and telephone utility sources located within the Building or on the Property; together with (iv) 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 Wall Space, Antenna Space and Cabling Space are hereinafter collectively referred to as the "**Premises**" and are as shown on **Exhibit A** attached hereto and made a part hereof. In the event there are not sufficient electric and telephone, cable or fiber utility sources located within the Building or on the Property, LESSOR agrees to grant LESSEE or the local utility provider the right to install such utilities on, over and/or under the Property and through the Building, as necessary for LESSEE to operate its communications facility, provided the location of such utilities shall be as reasonably designated by LESSOR.
3. The terms, covenants and provisions of the Agreement, the terms of which are hereby incorporated by reference into this Memorandum, shall extend to and be binding upon the respective executors, administrators, heirs, successors and assigns of LESSOR and LESSEE.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]
[SIGNATURES ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, hereunto and to a duplicate hereof, LESSOR and LESSEE have caused this Memorandum to be duly executed on the date first written hereinabove.

LESSOR:

CITY OF CHARLOTTESVILLE

By: Maurice Jones
Its: CITY MANAGER
Date: 12-19-13

COMMONWEALTH OF VIRGINIA)
CITY OF CHARLOTTESVILLE)

ACKNOWLEDGEMENT

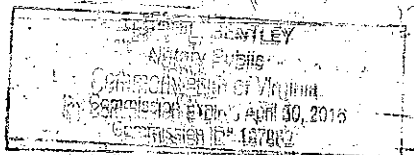
I, Terry Bentley, a Notary Public for said County and State, do hereby certify that Maurice Jones personally came before me this day and acknowledged that s/he is the City Manager of **CITY OF CHARLOTTESVILLE**, and s/he, being authorized to do so, executed the foregoing **MEMORANDUM OF LEASE AGREEMENT** as his/her own act and deed and on its behalf.

WITNESS my hand and official Notarial Seal, this 19th day of December, 2016.

Terry Bentley
Notary Public

My Commission Expires on the 30th day of April, 2016.

SEAL:



Approved as to form:
By: T. L. L. L.
Asst. City Attorney
Deputy

LESSEE:

CELLCO PARTNERSHIP
D/B/A VERIZON WIRELESS

BY: [Signature] (SEAL)

David R. Heverling
Area Vice President Network

DATE: 12/30/13

STATE OF MASSACHUSETTS)

COUNTY OF WORCESTER)

ACKNOWLEDGMENT

I, Diane Gazzola, a Notary Public for said County and State, do hereby certify that David R. Heverling personally came before me this day and acknowledged that he is the Area Vice President Network of **CELLCO PARTNERSHIP** d/b/a Verizon Wireless, and that he, as Area Vice President Network being authorized to do so, executed the foregoing **MEMORANDUM OF LEASE AGREEMENT** on behalf of **CELLCO PARTNERSHIP** d/b/a Verizon Wireless.

2013 WITNESS my hand and official Notarial Seal, this 30 day of Dec.,

[Signature]
Notary Public

My Commission Expires:

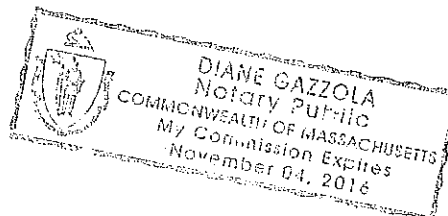
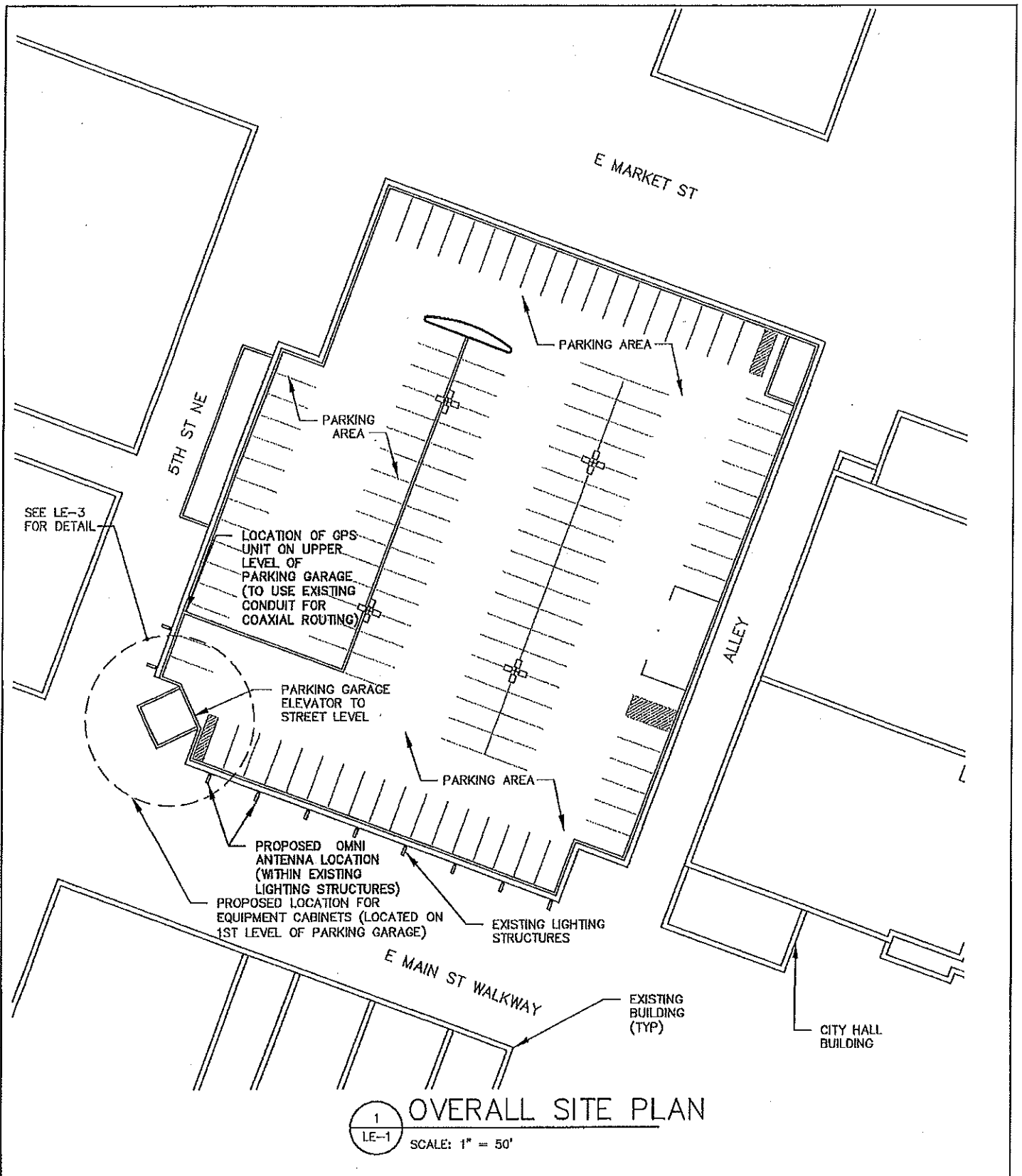


EXHIBIT "A"

**SITE PLAN OF WALL SPACE
ANTENNA SPACE AND CABLING SPACE**

See attached.



TECTONIC

- PLANNING
- ENGINEERING
- SURVEYING
- CONSTRUCTION MANAGEMENT

TECTONIC Engineering & Surveying Consultants P.C.
8839 Mayland Drive, Suite 102
Richmond, VA 23294

Phone: (804) 217-8504
Fax: (804) 270-0541

www.tectonicoengineering.com

SITE NAME: VZW-CHARLOTTESVILLE-SC

513 EAST MAIN ST
CHARLOTTESVILLE, VA 22902

TEC WO:6642.08

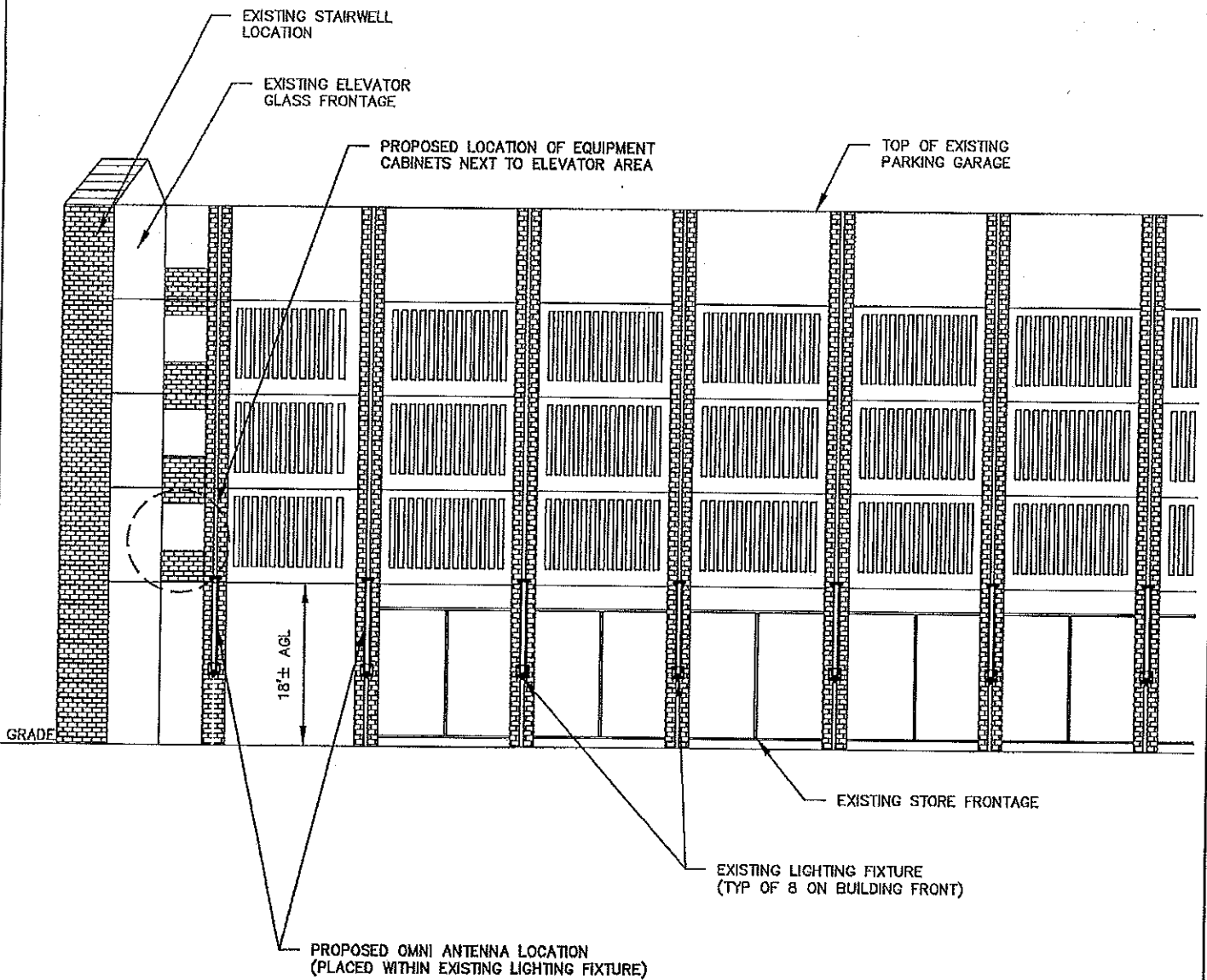
ISSUED BY: CAL

DATE:10/9/13

SCALE: AS NOTED

SHEET: LE-1

REV: 1



1
LE-3 ELEVATION VIEW
SCALE: 1" = 20'

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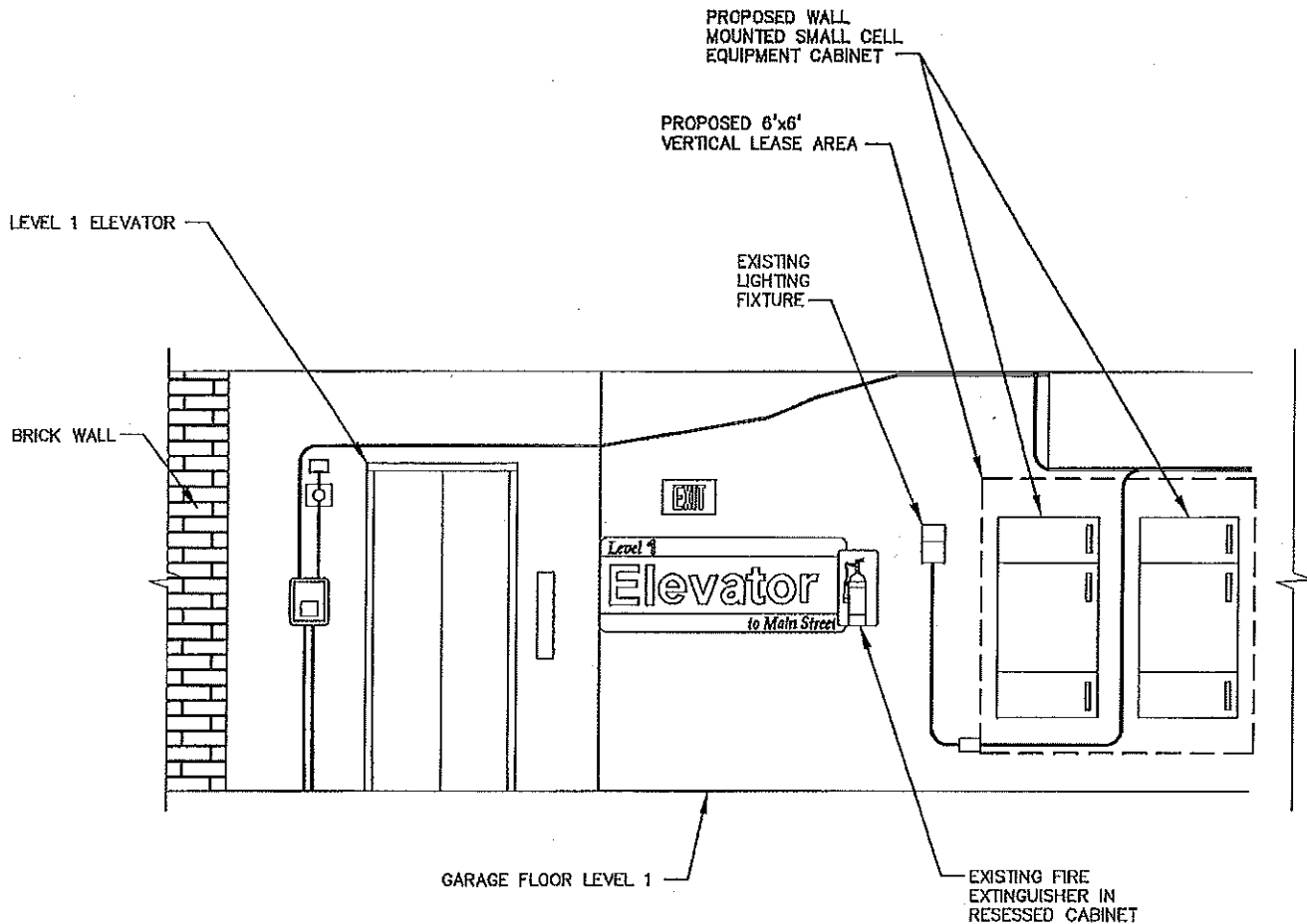
ISSUED BY: CAL

DATE: 10/9/13

SCALE: AS NOTED

SHEET: LE-2

REV: 1



1
LE-2 LEVEL 1 ELEVATION VIEW
SCALE: 1/4" = 1'-0"

TECTONIC

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8839 Mayland Drive, Suite 102
Richmond, VA 23294

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• PLANNING
• ENGINEERING
• SURVEYING
• CONSTRUCTION
MANAGEMENT

SITE NAME: VZW-CHARLOTTESVILLE-SC

513 EAST MAIN ST
CHARLOTTESVILLE, VA 22902

TEC WO:6642.08

ISSUED BY: CAL

DATE: 10/9/13

SCALE: AS NOTED

SHEET: LE-3

REV: 1

LEASE AGREEMENT

This Lease Agreement (the "Agreement") made this ____ day of _____, 201__, between **CITY OF CHARLOTTESVILLE**, with a mailing address of P.O. Box 911, Charlottesville, VA 22902, 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: (i) an approximately 6' x 6' space vertical lease area (the "Wall Space"), within the parking garage building (the "**Building**") located at 513 East Main Street, Charlottesville, Virginia 22902, (the Building and the land on which the Building is situated, together, are hereinafter sometimes collectively referred to as the "**Property**"), for the installation, operation and maintenance of communications equipment; together with (ii) such additional space on the sides and/or roof of the Building sufficient for the installation, operation and maintenance of antennas within existing exterior lighting fixtures (the "**Antenna Space**"); together with (iii) the non-exclusive right to use 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 Wall Space and Antenna Space and to all necessary electrical and telephone utility sources located within the Building or on the Property; together with (iv) 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 Wall Space, Antenna Space and Cabling Space are hereinafter collectively referred to as the "**Premises**" and are as shown on **Exhibit A** attached hereto and made a part hereof. In the event there are not sufficient electric and telephone, cable or fiber utility sources located within the Building or on the Property, LESSOR agrees to grant LESSEE or the local utility provider the right to install such utilities on, over and/or under the Property and through the Building, as necessary for LESSEE to operate its communications facility, provided the location of such utilities shall be as reasonably designated by LESSOR.

2. **CONDITION OF PROPERTY.** LESSOR shall deliver the Premises to LESSEE in as-is condition. LESSEE represents and warrants that it has been given access to the Premises prior to the execution of this Agreement, for the purpose of conducting its own investigations and making its own determinations as to whether the Premises are suitable for LESSEE's intended use and occupancy.

3. **TERM; RENTAL.**

This Agreement shall be effective as of the date of execution by both Parties (the "Effective Date"), provided, however, the initial term of occupancy shall be for a period of five (5) years (the "Term") commencing on the first day of the calendar month following the day that LESSEE commences any alteration or improvement of the Premises for or in connection with the installation of

its equipment on the Premises (the "Commencement Date"). LESSEE shall give LESSOR twenty-four (24) hours' advance notice of the date on which any alteration or improvement is to commence. Such notice may be in writing, or by telephone, e-mail or fax.

During the Term of this Agreement LESSEE shall pay **annual rent of \$9,000.00**, payable in equal monthly installments on the first day of the month, in advance, to LESSOR at the notice address set forth in Paragraph 17, or to such other person, firm or place as LESSOR may, from time to time, designate in writing at least thirty (30) days in advance of any rental payment date by notice in accordance with Paragraph 17. Notwithstanding the foregoing, LESSOR and LESSEE agree that the initial rental payment shall be made by LESSEE within thirty (30) days of 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.

LESSEE will provide a completed Internal Revenue Service Form W-9 (most recent version) or equivalent.

4. ELECTRICAL. LESSEE shall, at all times during the Term, have a right of access to electrical service and telephone service within the Premises. If permitted by the local utility company servicing the Premises, LESSEE shall furnish and install an electrical meter at the Premises for the measurement of electrical power used by LESSEE's installation. In the alternative, if permitted by the local utility company servicing the Premises, LESSEE shall furnish and install an electrical sub-meter at the Premises for the measurement of electrical power used by LESSEE's installation, with billing directly to LESSEE.

During any power interruption at the Premises, LESSEE shall be permitted at any time during the Term, to install, maintain and/or provide access to and use of, as necessary, a temporary power source, and all related equipment and appurtenances within the Premises, or elsewhere on the Property in such locations as reasonably approved by LESSOR; however, LESSOR's obligation to provide a location shall be limited to space within the Building that is not otherwise leased to or managed by a person or entity other than LESSOR. LESSEE shall have the right to install conduits connecting the temporary power source and related appurtenances to the Premises. No temporary power source shall (i) generate any noise or sound in excess of that permitted by local ordinance of the City of Charlottesville, Virginia, or (ii) generate any noise or sound that will unreasonably disturb the conduct of business by tenants of any commercial space within the Building.

5. INTENTIONALLY OMITTED.

6. USE; GOVERNMENTAL APPROVALS. LESSEE shall use the Premises for the purpose of constructing, maintaining, repairing and operating a communications facility and uses incidental thereto. LESSEE shall have the right to replace, repair, add or otherwise modify its utilities, equipment, antennas and/or conduits or any portion thereof and the frequencies over which the equipment operates, within the Premises. It is understood and agreed that LESSEE's right and 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 which will permit LESSEE use of the Premises as set forth above. 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; and (iii) LESSEE determines that such Governmental Approvals may not be obtained in a timely manner, LESSEE shall have the right to terminate this Agreement upon written notice to the LESSOR. All rent paid by the LESSEE prior to said termination date shall be retained by LESSOR. In the event that no Commencement Date occurs within twelve (12) months of the effective date of this Agreement, LESSOR shall have the right to terminate this Agreement upon notice to the LESSEE.

7. INDEMNIFICATION. Each Party shall indemnify and hold the other harmless against any claim 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. Notwithstanding the foregoing, LESSOR's obligations under this paragraph shall not include or extend to any circumstance(s), claims, damages or liabilities from which LESSOR is immune from liability or suit under the laws of the Commonwealth of Virginia. No terms, conditions or provisions within this paragraph or this Agreement are intended, and they shall not be construed, as a waiver of any sovereign, governmental, municipal or other immunity to which the LESSOR may be entitled.

8. INSURANCE. LESSOR and LESSEE each agree that at its own cost and expense, each will maintain 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 ("Required Insurance"). LESSEE shall obtain an endorsement of its commercial general liability policy or policies, to name the LESSOR as an additional insured party thereunder.

9. LIMITATION OF LIABILITY. Except for indemnification pursuant to Paragraphs 7 and 21, 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.

10. ANNUAL TERMINATION. Notwithstanding anything to the contrary contained herein, provided LESSEE is not in default hereunder beyond applicable notice and cure periods, during the Term 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.

11. INTERFERENCE. 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 LESSEE's equipment causes any such interference, and after LESSOR has notified LESSEE in writing of such interference, 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, following the Commencement Date, 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, provided that (i) LESSEE must inform LESSOR prior to installation or modification thereof, of the nature and type(s) of equipment installed by LESSEE, such that LESSOR and other lessees of the Property may have the opportunity to avoid such interference prior to installation, and (ii) LESSOR's obligation under this paragraph shall not extend to any property management agreement for the Building, or any tenancy of the Building, existing on the effective date of this Agreement, which LESSOR has no ability to modify. 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.

12. REMOVAL AT END OF TERM. LESSEE shall, upon expiration of the Term, or within ninety (90) days after any earlier termination of the Agreement, remove its equipment, conduits, fixtures and all personal property and restore the Premises to their 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 continue to pay rent until such time as the removal of the building, antenna structure, fixtures and all personal property are completed.

13. INTENTIONALLY OMITTED.

14. 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 Building 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 non-exclusively used or occupied by LESSEE, 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..

15. 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, 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 within this Agreement.

16. ASSIGNMENT. 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 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 consent of the 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.

17. NOTICES. Wherever this Agreement directs notice to be given by one party to the other, such notice must be in writing and shall be deemed validly given if sent by certified U.S. mail, return receipt requested, or by delivery using a commercial courier, provided the courier's regular business is delivery service, addressed as follows:

LESSOR: City of Charlottesville
P.O. Box 911
Charlottesville, Virginia 22902
Attention: Director of Economic Development

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. At any time, either Party may change its notice address, by giving notice to the other Party.

18. RECORDING. LESSOR agrees to execute a Memorandum of this Agreement which LESSEE may record with the appropriate recording officer. 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.

19. DEFAULT. In the event there is a breach by a Party with respect to any of the provisions of this Agreement or its obligations under it, the non-breaching Party shall give the breaching Party notice of such breach. After receipt of such notice, the breaching Party shall have thirty (30) days in which to cure any breach. If the breaching Party commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion, then the breaching Party shall have such extended period of time beyond the 30 day period as may reasonably be necessary to complete its cure of the breach. 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. Notwithstanding the foregoing to the contrary, LESSOR shall have five (5) days after receipt of notice of a breach, if the breach consists of LESSOR's failure to perform an obligation and such failure unreasonably interferes with LESSEE's ability to conduct its business in the Premises.; If the nature of LESSOR's obligation is such that more than five (5) days after such notice is reasonably required for its performance, then it shall not be a default under this Agreement if performance is commenced by LESSOR within such five (5) day period and thereafter diligently pursued to completion.

20. REMEDIES. In the event of a default by either Party with respect to a material breach 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/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 Premises are 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 on the defaulting Party's behalf. The costs and expenses of any such performance by the non-defaulting Party shall be due and payable to the non-defaulting Party 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 undisputed amount within thirty (30) days of its receipt of an invoice setting forth the amount due, LESSEE may offset the full undisputed amount due against all fees due and owing to LESSOR under this Agreement until the full undisputed amount is fully reimbursed to LESSEE.

21. ENVIRONMENTAL.

a. LESSEE and LESSOR will each be responsible for all obligations of compliance with any and all environmental and industrial hygiene laws, including any regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene conditions or concerns as may now or at any time hereafter be in effect, that are or were in any way related to their individual activity or activities now conducted in, on, or in any way related to the Premises, Building or Property.

b. LESSEE shall not cause or permit any Hazardous Materials to be placed, stored, generated, used, released or disposed of in, on under, or about the Premises, the Building or the Property, unless it has complied with the following: (i) LESSEE shall comply with all environmental laws and regulations, and with prudent business practices, with respect to such Hazardous Materials; and (ii) the presence of Hazardous Materials must be back-up batteries, fuel for a generator, electronics, cable or other items reasonably necessary for the operation of LESSEE's communications equipment within the Premises and (iii) with respect to liquid or gaseous hazardous materials, including oil, petroleum products and/or flammable substances, the substances may only be placed, stored, generated or used as permitted in this Agreement or with the permission of LESSOR. LESSEE shall immediately notify the LESSOR upon the discovery of any Hazardous Materials used or stored in violation of this provision, or of any threat of release of Hazardous Materials, on, in, under or emanating from the Premises, the Building or the Property; of any illness caused by exposure thereto; and of any actual, threatened or potential environmental, health or safety liability, including but not limited to claims, lawsuits, notices of violation, complaints and investigations. This Agreement shall not make LESSEE responsible for any pre-existing environmental condition or contamination or for any environmental condition or contamination to the extent not resulting from the activities of LESSEE.

c. As used herein, the term "Hazardous Materials" means: (i) any oil, petroleum products, flammable substances, explosives, radioactive materials, hazardous wastes or substances, toxic wastes or substances or any other wastes, materials, or pollutants, which pose a hazard to the Building or Property or to the safety and/or health of persons thereabouts, or which cause the Building or Property to be in violation of any federal, state, or local laws governing or regulating hazardous materials; (ii) asbestos in any form, urea formaldehyde foam insulation, transformers or other equipment that contain dielectric fluid containing regulated levels of polychlorinated biphenyls, or radon gas; (iii) any chemical, material or substance defined as or included in the definition of "hazardous substances", "hazardous waste", "hazardous material", "extremely hazardous waste", "restricted hazardous waste", "toxic substance" or similar words and phrases, under any applicable local, state or federal laws, or any regulations adopted or publications promulgated pursuant thereto, including, but not limited to: the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (CERCLA), 42 U.S.C. §§9601 et seq., as amended; the Hazardous Materials Transportation Act, 49 U.S.C. §§1801 et seq., as amended; the Federal Water Pollution Control Act (CWA), 33 U.S.C. §§1251 et seq., as amended; The Resource Conservation and Recovery Act (RCRA), 42 U.S.C. §§6901 et seq., as amended; the Toxic Substances Control Act (TSCA), 15 U.S.C. §§32601 et seq., as amended; (iv) any other chemical,

material or substance, exposure to which is prohibited, limited or regulated by any governmental authority, and which may or could pose a hazard to the health and safety of occupants of the Building or Property, or to any person entering upon the Premises, the Building or the Property; and (v) any other chemical, material or substance which may or could pose a hazard to the environment or to any person.

22. CASUALTY. In the event of damage by fire or other casualty to the Premises that cannot reasonably be expected to be repaired within forty-five (45) days following same or, if the Property is 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 commenced the restoration required to permit LESSEE to resume its operation at the Premises, terminate this Agreement upon fifteen (15) days prior 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 proportion to the degree to which LESSEE's use of the Premises is impaired.

23. APPLICABLE LAWS. During the Term, LESSOR shall maintain the Premises 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 (collectively, "Laws"). LESSEE shall, in respect to the 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; and (b) all building codes requiring modifications to the Premises due to the improvements being made by LESSEE in the Premises. LESSEE shall have no obligation to comply with Laws relating to the Building in general which are unrelated to LESSEE's specific use of the Premises.

24. 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 Commonwealth of Virginia without reference to its choice of law rules.

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

LESSOR:

CITY OF CHARLOTTESVILLE

By: _____

Name: _____

Its: _____

Date: _____

WITNESS

LESSEE:

CELLCO PARTNERSHIP

D/B/A VERIZON WIRELESS

By: _____

David R. Heverling

Its: Area Vice President Network

Date: _____

WITNESS

EXHIBIT "A"

**SITE PLAN OF WALL SPACE
ANTENNA SPACE AND CABLING SPACE**