

LEASE AGREEMENT

THIS LEASE is made as of the _____ day of _____, 2017, by and between the CITY OF HAMPTON, a municipal corporation of the Commonwealth of Virginia (the "Landlord" or the "City" and Grantor for indexing purposes), and CROWN COMMUNICATION LLC, a Delaware limited liability company, having a mailing address of 2000 Corporate Drive, Canonsburg, PA 15317 (the "Tenant" and Grantee for indexing purposes) (the "Lease").

WITNESSETH THAT:

WHEREAS, Landlord is the sole owner of the real estate described hereinafter (the "Property"); and

WHEREAS, Landlord and the original tenant, New Cingular Wireless PCS, LLC entered into a lease for a portion of the Property (the "Leased Premises") on October 26, 2007, ("Original Lease") approved by the City Council of the City of Hampton pursuant to the requirements of §§15.2-1800 and 2100 of the Code of Virginia, which Original Lease was duly assigned to Crown Communication Inc., a Delaware corporation ("Crown Inc."), on December 31, 2007; and

WHEREAS, upon expiration of the Original Lease, on December 13, 2012, a new lease for the Leased Premises was approved with Tenant, successor in interest to Crown Inc., by formal approval of the City Council of the City of Hampton pursuant to the requirements of §§15.2-1800 and 2100 of the Code of Virginia ("Second Lease"), and the Second Lease expires December 9, 2017; and

WHEREAS, Landlord has the power to lease the Leased Premises to Tenant through a new lease agreement pursuant to the requirements of §§15.2-1800 and 2100 of the Code of Virginia; and

WHEREAS, by motion made and adopted _____, 2017, Landlord authorized the lease of the Leased Premises to Tenant for the purpose of operating thereon a tower structure and an equipment building with appurtenant facilities, to be used to operate a telecommunications facility.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties hereby agree as follows:

- Description of the Leased Premises.** Landlord hereby leases to Tenant and Tenant hereby leases from Landlord the Leased Premises as shown on the "Plat" referred to below. The Leased Premises is situated in the City of Hampton, Commonwealth of Virginia, and is more particularly described as the "Leased Premises" in Exhibit A, attached hereto.
- Term and Renewals.** The Term of this Lease shall be five (5) years (the "Term"), commencing December 10, 2017, (the "Commencement Date") and expiring on the five (5) year

anniversary of the Commencement Date. The 365 day period of time starting with the Commencement Date and each 365 day period thereafter shall be known as a "Lease Year".

3. Rent.

(a) **Amount Adjustments.** As consideration for this Lease, Tenant shall pay Landlord rent ("Rent") in the amounts and in the manner described herein.

(1) From and after the Commencement Date, Tenant shall pay Landlord, as Rent, Twenty-Two Thousand Two Hundred Fifty-Eight and 01/100 Dollars (\$22,258.01) for the initial Lease Year ("Initial Annual Rent").

(2) The amount of Rent to be paid each Lease Year after the initial Lease Year during the Term shall be equal to the amount paid in the last full Lease Year immediately prior to the commencement of such Lease Year times one hundred three percent (103%). The day that the Rent increase becomes effective shall be referred to as the "Rent Adjustment Date." The first Rent Adjustment Date shall be the first anniversary of the Commencement Date.

(3) In no event shall the adjusted Rent be less than the Initial Annual Rent.

(4) Any such Additional Rent in accordance with Section 17(c) of this Lease.

(b) **Time of Payment.** On the first day of each Lease Year following the initial Lease Year, Tenant shall pay in advance the full annual Rent for the current Lease Year. In the event of a termination of this Lease for any reason other than Tenant's uncured default, any unearned prepaid Rent shall be refunded to Tenant. The initial Rent payment will be forwarded by Tenant to Landlord within thirty (30) days after the Commencement Date.

(c) **Taxes.** In addition to Rent, Tenant shall timely pay all ad valorem real property and personal property taxes with respect to the Leased Premises, or payment in lieu of taxes arising directly as a result of this Lease.

(d) All charges payable under this Lease such as taxes shall be billed by Landlord no later than one (1) year from the end of the calendar year in which the charges were incurred; any charges beyond such period shall not be billed by Landlord, and shall not be payable by Tenant. The foregoing shall not apply to Rent which is due and payable without a requirement that it be billed by Landlord. The provisions of the foregoing sentence shall survive the termination or expiration of this Lease.

4. Tenant's Facilities and Landscaping.

(a) **Facilities.** The equipment cabinet and building were constructed substantially in conformance with the site layout shown on Exhibit A, as same may have been modified or improved. The exhibit does not in any way limit Tenant's ability to change, modify or add equipment.

(b) **Landscaping.** Tenant shall maintain the existing landscaping that is substantially in conformance with that landscaping shown on Exhibit A, or as modified by the Hampton Planning Commission during its recommendation process.

5. Governmental Approval Contingency.

(a) **Tenant Application.** Tenant's right to use the Leased Premises is contingent upon Tenant obtaining and/or maintaining all certificates, permits, zoning and other approvals that may be required by any federal, state, or local authority for Tenant's use of the Leased Premises ("Governmental Approvals"). Landlord shall reasonably cooperate with Tenant (at no cost to Landlord) in its efforts to obtain such Governmental Approvals, except that Landlord's agreement to cooperate shall not in any way limit or interfere with the authority or discretion of any regulatory agency, governmental body or authority, affiliated with the City of Hampton, or of any employee, agent, or official of the City in the conduct of their responsibility, authority, jurisdiction or decision-making with respect to any such Governmental Approvals.

(b) **Non-approval.** If any application necessary under Subparagraph 5(a) above is finally rejected, or if any certificate, permit, license or other Governmental Approval issued to Tenant is canceled, expires, lapses, or is otherwise withdrawn or terminated by governmental authority so that Tenant, in its sole discretion, will be unable to use the Leased Premises for Tenant's intended purpose, Tenant shall have the right to terminate this Lease by written notice to Landlord, and upon such termination, this Lease shall become null and void and the parties shall have no further obligations to each other.

6. Use.

(a) **Use Priority.** The following priorities of use, in descending order, shall apply in the event of communication interference while this Lease is in effect, and Tenant's use shall be subordinate accordingly:

(1) Landlord, including but not limited to public safety agencies, including law enforcement, fire and ambulance services.

(2) Public safety agencies, including law enforcement, fire and ambulance services, that are not part of Landlord;

(3) The City of Hampton;

(4) Tenant;

(5) Sub-Tenant(s) (as defined in Section 17 below).

(b) **Purpose.** Tenant and any Sub-Tenant shall use the Leased Premises for the purpose of installing, maintaining, and operating a communications facility, tower structure, equipment, cabinets and accessory building(s), and uses incidental thereto for the transmission and reception of communication signals which Tenant and any Sub-Tenant are legally authorized to provide to the public. The communications facility may consist of the foregoing along with one or more accessory buildings or cabinets and related equipment as same are currently located

at a Landlord-approved location on the Leased Premises (the "Facility" or "Facilities") all as shown on the attached Exhibit A. Tenant shall use the Facilities and the Leased Premises in compliance with all applicable ordinances, statutes and regulations of local, state and federal governmental agencies, as well as the right to test, survey and review title on the Property; Tenant further has the right but not the obligation to add, modify and/or replace equipment in order to be in compliance with any current or future federal, state or local mandated application, including, but not limited to, emergency 911 communication services, at no additional cost to Tenant or Landlord (collectively, the "Permitted Use"). Any portion of the Facility that may be conceptually described on Exhibit A will not be deemed to limit Tenant's Permitted Use. If Exhibit A includes drawings of the initial installation of the Facility, Landlord's execution of this Lease will signify Landlord's approval of Exhibit A. Tenant has the right to make improvements, alterations, upgrades or additions to the Leased Premises appropriate for Tenant's use ("Tenant Changes"). Tenant Changes include the right to construct a fence around the Leased Premises and undertake any other appropriate means to secure the Leased Premises, at Tenant's expense. Tenant agrees to comply with all applicable governmental laws, rules, statutes and regulations, relating to its use of the Facilities on the Property. Tenant has the right to modify, supplement, replace, upgrade, expand the equipment or relocate the Facilities within the Leased Premises at any time during the term of this Lease. Tenant will be allowed to make such alterations to the Leased Premises in order to accomplish Tenant's Changes or to insure that Tenant's Facility complies with all applicable federal, state or local laws, rules or regulations. In the event Tenant desires to modify or upgrade the Facilities, and Tenant requires an additional portion of the Property (the "Additional Premises") for such modification or upgrade, Landlord shall cooperate with Tenant to submit Tenant's request to the City Council of the City pursuant to Va. Code §§ 15.2-1800 and 15.2-2100. If such lease for Additional Premises is approved by the City Council of the City, Landlord shall lease to Tenant the Additional Premises upon the same terms and conditions set forth herein, except that the Rent shall increase, in conjunction with the lease of the Additional Premises, by a reasonable amount consistent with rental rates then charged for comparable portions of real property being in the same area. Landlord shall take such actions and enter into and deliver to Tenant such documents as Tenant reasonably requests in order to effect and memorialize the lease of the Additional Premises to Tenant. Furthermore, by that Deed of Easement dated December 13, 2012, and recorded as Instrument 130006638 in the Clerk's Office of the Circuit Court of the City of Hampton, the City has granted to Tenant an access easement (the "Access Easement") to provide access to the Leased Premises from Briarfield Road, and utility easements (the "Utility Easement") to provide those utilities deemed necessary by Tenant, which may include fiber optic fiber and cable, to the Leased Premises over, under and/or across the Property (collectively the Access Easement and Utility Easement are hereinafter referred to as the "Deed of Easement"). Said Deed of Easement governs the installation, purpose, use and maintenance of the Access Easement and the Utility Easement, respectively. A copy of said Deed of Easement is attached hereto as Exhibit C for reference only.

(c) **Plan Approval.** Tenant has previously submitted to Landlord site plans and construction drawings in adequate detail for Landlord to be able to determine the location, nature, materials, appearance and construction detail of the improvements ("Tenant's Plans"), and Landlord has approved same. Should any equipment associated with Tenant's Facility and any subsequent operator or Sub-Tenant be found to interfere with public safety communications, Tenant shall be responsible for the elimination of such interference, at no expense to Landlord.

Ownership of Tenant's Facility shall be vested in Tenant. Tenant shall not install any additional improvements on the Leased Premises (other than installation of related equipment which is to be accomplished using installation and attachment methods which are consistent with the installation and attachment methods described in Tenant's Plans) without the prior written consent of Landlord which consent shall not unreasonably be withheld, conditioned, or delayed.

(d) **Drawings.** Upon Landlord's request, Tenant shall provide Landlord with as-built drawings of the Facilities installed on the Leased Premises showing the actual location of the Facilities and of any other improvements installed on the Leased Premises. The drawings shall be accompanied by a complete and detailed inventory of all equipment and personal property placed on the Leased Premises by Tenant.

(e) **Operation.** Tenant shall, at its sole cost and expense, operate and maintain the Facility in accordance with good engineering practices, and all applicable FCC rules and regulations. Tenant's installation of the Facility shall be in accordance with Plans approved by Landlord as required by Section 6(c) hereof. Any damage done to the property of Landlord or any other person during installation or operation of the Facility shall be repaired at Tenant's expense within thirty (30) days. The Facility shall remain the property of Tenant.

(f) **Maintenance, Improvement, Expenses.** All modifications to the Leased Premises, and all improvements to Landlord's Property made for Tenant's benefit, shall be at Tenant's expense and such improvements shall be maintained in a good state of repair by Tenant at Tenant's sole expense. Tenant shall use its best efforts to perform routine maintenance during hours when it will not disrupt activities of the Fire Department, and except in the event of an emergency, Tenant shall provide written notice to Landlord or its designee not less than twenty-four (24) hours before commencing any maintenance or other construction on Landlord's Property. Tenant shall promptly restore Landlord's Property to correct any damages or deterioration in condition caused by Tenant or its agents, including any damages to the Access Easement, reasonable wear and tear excepted.

(g) **Replacements.** Tenant may update or replace any exterior equipment that is part of the Facility with equipment that is the same or similar as that being updated or replaced or an update or replacement which is to be accomplished using installation and attachment methods which are consistent with the installation and attachment methods described in Tenant's Plans without any consent or approval from Landlord. For any other update or replacement of exterior equipment, Tenant must provide to Landlord a detailed proposal of any such replacement facilities, obtain City Design Review approval and provide any other information reasonably requested by Landlord concerning the requested update or replacement. Landlord agrees that any required approval of any updated or replacement equipment will not be conditioned upon the payment of additional Rent.

(h) **No Interference.** Tenant shall, at its own expense, maintain any equipment on or attached to the Leased Premises in a safe condition, in good repair and in accordance with Section 15.

(i) **Access.** Tenant, at all times during this Lease, shall use its best efforts to access the Leased Premises during hours when it will not unreasonably disrupt activities of the Fire

Department, for the purpose of installing, operating, and maintaining its Facility; provided, however, that Tenant shall have access thereto twenty-four (24) hours a day, seven (7) days a week in the event of an emergency. Vehicular and pedestrian traffic shall use the Access Easement provided for in the Deed of Easement. If necessary for Tenant's use of the Leased Premises, Tenant shall improve the Access Easement. Tenant shall maintain said improvements in good condition, reasonable wear and tear excepted. Tenant's use of the Access Easement shall be non-exclusive and shall not unreasonably interfere with Landlord's use of its Property. Access to the Leased Premises for maintenance or construction purposes (but not for routine equipment checks) shall be after twenty-four (24) hours' prior notice to Landlord, except in emergency situations requiring immediate access.

(j) **Utilities.** Tenant shall install utilities to service the Facility at Tenant's sole expense. Such utilities shall be installed underground. Following installation of utilities and maintenance thereof, Tenant shall promptly restore Landlord's Property to the same condition as prior to such installation or maintenance. Tenant shall separately meter all utilities required on the Leased Premises and shall promptly pay all costs for such utilities. In the event any public utility is unable to use the Access Easement or Utility Easement provided to Tenant, then Landlord agrees to seek approval from the City of Hampton City Council to grant additional access or utility easements either to Tenant or to the public utility, for the benefit of Tenant, at no cost to Tenant.

7. **Emergency Facilities.** In the event of a natural or man-made disaster, in order to protect the health, welfare, and safety of the community, Tenant may install additional equipment on a temporary basis on the Leased Premises to assure continuation of service. Such temporary operation shall not exceed thirty (30) days; provided, however, that Landlord may grant additional thirty (30) day extensions upon request by Tenant.

8. **Additional Maintenance Expenses.** If Tenant fails promptly to restore Landlord's property following Tenant's construction or maintenance of the Facility or to repair any damage in connection therewith, Landlord may, after fifteen (15) days written notice to Tenant, complete any needed restoration or maintenance at Tenant's expense. Tenant will reimburse the cost to Landlord within forty-five (45) days of notice of said cost and documentation supporting such cost. Failure to comply with these stated provisions shall constitute cause for termination of this Lease.

9. **Defense and Indemnification.**

(a) Tenant shall defend, indemnify and hold harmless Landlord and its elected officials, officers, employees, agents, and representatives, from and against any and all claims, costs, losses, expenses, demands, actions, or causes of action, including reasonable attorney's fees and other costs and expenses of litigation, arising or alleged to arise, or which may be asserted against or incurred by Landlord, or for which Landlord may be liable in the performance of this Lease, except those which arise from the gross negligence, willful misconduct or omissions of Landlord. Tenant shall defend all claims arising out of Tenant's use of the Leased Premises and out of the installation, operation, use, maintenance, repair, removal, or presence of Tenant's Facility on the Leased Premises.

(b) To the extent permitted by law, and without waiving its sovereign immunity, Landlord shall defend, indemnify and hold harmless Tenant and its officers, employees, agents, and representatives, from and against any and all claims, costs, losses, expenses, demands, actions, or causes of action, and other costs and expenses arising or alleged to arise from the gross negligence or willful acts or omissions of Landlord or any gross negligence or omission of Landlord's agents, employees, licensees, or independent contractors which occurs during the term of this Lease or is alleged to arise from a breach of this Lease by Landlord.

(c) **Hazardous Materials.** Without limiting the scope of Subsection 9(a) above, Tenant shall hold harmless and indemnify Landlord, from and against any and all claims, costs and liabilities, including attorney's fees and costs, arising out of or in connection with the cleanup or restoration of the Leased Premises arising out of Tenant's use of hazardous materials thereon. For purposes of this Lease, "hazardous materials" shall be interpreted broadly and specifically include, without limitation, asbestos, fuels, batteries or any hazardous substance, waste, or materials as defined in any federal, state, or local environmental or safety law or regulations including, but not limited to, CERCLA. To the extent permitted by law and without waiving its sovereign immunity, Landlord shall hold harmless and indemnify Tenant from and against any and all claims, costs and liabilities, arising out of or in connection with the cleanup or restoration of Landlord's Property arising out of Landlord's use of hazardous materials thereon. Each party assumes all duties, responsibilities and liabilities for any adverse environmental condition caused by said party prior to the Commencement Date of this Lease, to include the Original Lease and the Second Lease. The provisions of this Section 9 will survive the expiration or termination of this Agreement.

(d) **Tenant's Warranty.** Tenant represents and warrants that, to the best of its knowledge and belief, it will conduct its activities on the Leased Premises in compliance with all applicable environmental laws. Landlord represents and warrants that to the best of its knowledge and belief, it has in the past and will in the future conduct its activities on the Leased Premises and Landlord's Property in compliance with all applicable environmental laws and that the Leased Premises is free of any hazardous materials as of the date of this Lease, to include the Original Lease and Second Lease. As used herein, the term "environmental laws" shall mean any and all local, state or federal statutes, regulations or ordinances pertaining to the environment or natural resources. If after Tenant takes possession of the Leased Premises hazardous materials are discovered to exist on, under or beneath the Leased Premises, and such hazardous materials are proved to have existed before the commencement of the Original lease and the Second Lease, Tenant may terminate this Lease and Tenant shall owe no further duties, obligations or liability to Landlord.

10. **Insurance.**

(a) **Workers' Compensation.** Tenant must maintain workers' compensation insurance in compliance with all applicable statutes. The policy shall also provide employer's liability coverage with limits of not less than \$500,000 bodily injury, each occurrence; and \$500,000 bodily injury by disease, each employee, and \$500,000 per accident.

(b) **General Liability.** Tenant must maintain an occurrence form of comprehensive commercial general liability coverage. Such coverage shall include, but not be limited to, bodily

injury, property damage -broad form, and personal injury, contractual liability meeting the indemnification obligations herein, independent contractors, and products/completed operations. Tenant must maintain such commercial comprehensive general liability coverage with limits of liability not less than \$1,000,000 each occurrence; \$1,000,000, personal and advertising injury, each occurrence; and \$1,000,000 products liability, each occurrence and in the aggregate.

(c) **Automobile Liability.** Tenant must carry automobile liability coverage. Coverage shall afford total liability limits for bodily injury liability and property damage liability in the amount of \$1,000,000 per occurrence. The liability limits may be afforded under commercial policy, or in combination with an umbrella or excess liability policy provided coverage or coverages afforded by the umbrella excess policy are no less than the underlying commercial automobile coverage. Coverage shall be provided for bodily injury and property damage for the ownership, use, maintenance or operation of all owned, non-owned and hired automobiles. The commercial automobile policy shall include at least statutory personal injury protection, uninsured motorists' and underinsured motorists' coverage.

(d) **Umbrella Coverage.** In addition to all insurance required in this Section, Tenant shall maintain umbrella coverage in a minimum amount of \$2,000,000.00.

(e) **Tenant Property Insurance.** Tenant must keep in force for the term of this Lease a policy covering damages to its property at or on the Leased Premises. The amount of coverage shall be sufficient to replace the damaged property, loss of use and comply with any ordinance or legal requirements.

(f) **Adjustment to Insurance Coverage Limits.** The coverage limits set forth herein shall be increased at the time of any renewal of the Term by the greater of the CPI as calculated over the entire preceding initial Term or renewal thereof, or such other commercially reasonable amount agreed to by Landlord and Tenant.

(g) **Additional Insured - Certificate of Insurance.** Tenant shall provide, prior to tenancy, evidence of the required insurance in the form of a certificate of insurance issued by a company (rated A- VII or better), authorized to do business in the Commonwealth of Virginia, which includes all coverages required in this Section 10. Tenant will include Landlord as an additional insured on the general liability and commercial automobile liability policies. The policies shall provide thirty (30) days prior written notice of cancellation when the insurer cancels for any reason other than non-payment of premium. Tenant shall provide a current certificate of insurance to the City's Risk Management Administrator annually without demand.

11. Damage or Destruction. Landlord will promptly provide notice to Tenant of any casualty affecting the Property. If any part of the Facility or Property is damaged by fire or other casualty so as to render the Leased Premises unsuitable, in Tenant's sole determination, then Tenant may terminate this Lease by providing written notice to Landlord, which termination will be effective as of the date of such damage or destruction or as provided in the notice. Upon such termination, Tenant will be entitled to collect all insurance proceeds payable to Tenant on account thereof and to be reimbursed for any prepaid Rent on a prorata basis. If notice of termination is given, or if Tenant undertakes to rebuild the Facility, [subject to Va. Code §§ 15.2-1800 and 15.2-2100, Landlord agrees to use its reasonable efforts to permit Tenant to place

temporary transmission and reception facilities on the Property at no additional Rent until such time as Tenant is able to activate a replacement transmission facility at another location or the reconstruction of the tower structure and related Facilities are completed.

12. Lease Termination.

(a) **Events of Termination.** Except as otherwise provided herein, this Lease may be terminated upon written notice to the other party as follows:

(1) by either party upon a default of any covenant or term hereof by the other party, which default is not cured within ninety (90) days of receipt of written notice of the default (without, however, limiting any other rights of the parties pursuant to any other provisions hereof);

(2) subject to the provisions of Section 5 of this Lease, by Tenant for cause if it is unable to obtain or maintain any license, permit or other Governmental Approval necessary for the construction and/or operation of the Facility or of Tenant's business;

(3) by Tenant, in its sole discretion, if the Leased Premises is or becomes unacceptable for technological reasons under Tenant's design or engineering specifications of the communications systems to which the Facility belongs;

(4) by Landlord, if after a public hearing before the Hampton City Council Landlord determines that, after notice and a reasonable opportunity to cure, Tenant has failed to comply with applicable ordinances, or state, or federal law, or any conditions of any of the Government Approvals. Such failure shall be a default of Tenant's obligations under the terms of this Lease; or

(5) by Tenant upon sixty (60) days prior written notice to Landlord for any reason, so long as Tenant pays Landlord a termination fee equal to three (3) months Rent, at the then current rate, provided, however, that no such termination fee will be payable on account of the termination of this Lease by Tenant under any of the termination rights in this Lease.

(b) **Notice of Termination.** The parties shall give notice of termination in writing sent by certified mail, return receipt requested, or by a nationally recognized overnight courier to the address listed in the Notice Section below.

(c) **Tenant's Liability for Early Termination.** If Tenant terminates this Lease other than by right provided to Tenant in this Lease, or if Landlord terminates this Lease as its remedy for Tenant's default of its obligations hereunder, Tenant shall pay to Landlord as liquidated damages for early termination 100% of the unpaid annual rent for the lease year in which the termination occurs.

(d) **Site Restoration.** If this Lease is terminated, Tenant shall have one hundred twenty (120) days from the termination or expiration date to remove its Facility from the Leased Premises, to repair the site and restore the surface of the Leased Premises.

13. Limitation of Liability. Neither Landlord nor Tenant shall be responsible or liable to the other party for any loss or damage arising from any claim to the extent attributable to any acts or omissions of other licensees occupying the Property or vandalism to the Facility or Property or for any structural or power failures or destruction or damage to the Property or Facility except to the extent caused by the negligence or willful misconduct of such party; provided however, that nothing in this Lease shall constitute or be deemed to be a waiver of the sovereign immunity of Landlord or a waiver of the ordinary negligence standard applicable to Landlord. Notwithstanding anything to the contrary in this Lease, in no event shall Landlord or Tenant be liable to the other for, and Landlord and Tenant each hereby waive the right to recover from the other, incidental, consequential (including lost profits, loss of use, or loss of business opportunity), punitive, exemplary and similar damages.

14. Temporary Interruption of Service. If Landlord and Tenant determine that continued operation of the Facility would cause or contribute to an immediate threat to public health and/or safety (except for any issues associated with human exposure to radio frequency omissions, which is regulated by the federal government), Landlord may order Tenant to discontinue its operation. Tenant shall immediately comply with such order. Service shall be discontinued only for the period that the immediate threat exists. Landlord shall not be liable to Tenant or any other party for any interruption in Tenant's service or interference with Tenant's operation of its Facilities if it is of no cause or fault of Landlord. If the discontinuance extends for a period greater than three (3) days, either consecutively or cumulatively, Tenant shall have the right to terminate this Lease in accordance with Section 12(b) above and without further obligation to Landlord.

15. Interference.

(a) **With Landlord's Property.** Tenant shall not interfere with Landlord's use of Landlord's Property adjacent to the Leased Premises or Landlord's use of its Property subject to Tenant's rights of access under the Access Easement and the right to be provided utility services using the Utility Easement. Tenant shall cease all such actions which unreasonably and materially interfere with Landlord's use thereof no later than forty-eight (48) hours after receipt of written notice of the interference from Landlord. If Tenant's cessation of such action is material to Tenant's use of the Leased Premises and such cessation limits Tenant's use of the Leased Premises as determined by Tenant in its sole discretion, Tenant shall have the immediate right to terminate this Lease without further obligation to Landlord. Under no circumstances shall Tenant's use of the Leased Premises for the Permitted Use be deemed to interfere with Landlord's use of its Property.

(b) **With Higher Priority Users.** If Tenant's Facility causes impermissible interference with higher priority users as set forth in Subsection 6(a) above, Tenant shall take all measures necessary to correct and eliminate the interference. If the interference cannot be eliminated within twenty-four (24) hours after receiving Landlord's written notice of the interference, Tenant shall immediately cease operating its Facility and shall not reactivate operation, except intermittent operation for the purpose of testing, until the interference has been eliminated. If Tenant causes any such interference, Tenant shall, at its own expense, provide any equipment necessary to eliminate such interference, or Tenant may terminate this Lease without further obligation to Landlord.

16. Quiet Enjoyment, Title and Authority. Landlord covenants and warrants that (i) it has full right, power and authority to execute this Lease and has the power to grant all rights hereunder; (ii) it has good, marketable, insurable and unencumbered title to the Leased Premises free and clear of any liens, mortgages, deeds of trust, restrictions or other encumbrances that will interfere with Tenant's operations or the Permitted Use of the Leased Premises; (iii) its execution and performance of this Lease will not violate any laws, ordinances, covenants, or the provisions of any mortgage, lease or other agreement binding on Landlord; (iv) Tenant shall have the quiet enjoyment of the Leased Premises, and Tenant shall not be disturbed as long as Tenant is not in default beyond any applicable grace or cure period; and (v) if the Leased Premises are encumbered by a deed of trust, mortgage or other security interest, Landlord will use its best efforts to provide promptly to Tenant a subordination, non-disturbance and attornment agreement, duly executed by the holder of such security instrument.

17. Assignment and Subleasing.

(a) Tenant may, without Landlord's consent, assign or transfer its rights and obligations arising under this Lease to any affiliate of Tenant or to any corporation, partnership, or other entity that shall merge or consolidate with or into Tenant or shall succeed to all or substantially all of the assets, property and business of Tenant. Assignment to any other person or entity shall require Landlord's consent, not to be unreasonably withheld, conditioned, delayed or denied.

(b) Tenant shall own the Facilities and control the Leased Premises as provided herein. Tenant shall have the right, without Landlord's consent, to license or sublease ground space in the Leased Premises and/or space on the tower structure (each a "Sub-Tenant" and collectively the "Sub-Tenants").

(c) In addition to the Rent currently paid by Tenant to Landlord pursuant to this Lease, as further consideration for the right to exclusively use and lease the Leased Premises, if, after full execution of this Lease, Tenant subleases, licenses or grants a similar right of use or occupancy in the Property to an unaffiliated third party not already a subtenant or licensee on the Leased Premises or tower structure (each a "Future Subtenant"), Tenant shall pay to Landlord thirty percent (30%) of the rental, license or similar payments actually received by Tenant from such Future Subtenant (excluding any reimbursement of taxes, construction costs, installation costs, revenue share reimbursement or other expenses incurred by Tenant) (the "Additional Rent") within thirty (30) days after receipt of said payments by Tenant. Tenant shall have no obligation for payment to Landlord of such share of rental, license or similar payments if not actually received by Tenant. Non-payment of such rental, license or other similar payment by a Future Subtenant shall not be an event of default under this Lease. Tenant shall have sole discretion as to whether, and on what terms, to sublease, license or otherwise allow occupancy of the Leased Premises and there shall be no express or implied obligation for Tenant to do so. Landlord acknowledges that Landlord shall have no recourse against Tenant as a result of the failure of payment or other obligation by a Future Subtenant. Notwithstanding anything in this paragraph to the contrary, revenue derived from subtenants, licensees, or other occupants and any successors and/or assignees of such parties who commenced use and/or sublease, license or other occupancy of the Leased Premises prior to execution of this Lease shall be expressly

excluded from the Additional Rent and Landlord shall have no right to receive any portion of such revenue.

18. Conditions. In the event the whole of the Leased Premises is taken by eminent domain, this Lease shall terminate as of the date title to the Leased Premises vests in the condemning authority. If a portion of the Leased Premises is taken by eminent domain, Tenant shall determine if it is able to continue using the remaining portion of the Leased Premises for the Permitted Use and if Tenant determines it is unable to continue using the Leased Premises, Tenant may terminate this Lease as of the date of transfer of title, by giving thirty (30) days' written notice to Landlord. The parties will each be entitled to pursue their own separate awards in the condemnation proceeds, which for Tenant will include, where applicable, the value of its Communication Facility, moving expenses, prepaid Rent, and business dislocation expenses, provided that any award to Tenant will not diminish Landlord's recovery. Tenant will be entitled to reimbursement from Landlord for any prepaid Rent on a prorata basis.

19. Notices. All notices hereunder must be in writing sent by certified mail, return receipt requested, or by a nationally recognized overnight courier, addressed as follows (or to any other address that the party to be notified may have designated to the sender by like notice.

If to Landlord, to:

City of Hampton
22 Lincoln Street
Hampton, Virginia 23669
ATTN: City Manager

With copies to:

City Attorney's Office
22 Lincoln Street
Hampton, Virginia 23669
ATTN:

With copies to:

Dept of Information Technology
22 Lincoln Street, 6th Floor
Hampton, Virginia 23669
ATTN: Bill Agee

If to Tenant, to:

Crown Communication LLC
c/o Crown Castle USA Inc.
General Counsel
Attn: Legal – Real Estate Dept.
2000 Corporate Drive
Canonsburg, PA 15317

Notice shall be effective upon the date of personal service, or upon receipt by the addressed party.

20. Waiver of Landlord's Lien. Landlord hereby waives any and all lien rights it may have, statutory or otherwise, in and to the Facility or any portion thereof, regardless of whether or not same is deemed real or personal property under applicable laws.

21. **Holding Over.** In the event Tenant remains in possession of the Leased Premises after the expiration of the term without executing a new Lease or an extension of the Lease, Tenant shall occupy the Premises month-to-month, subject to all of the terms and conditions of this Lease insofar as consistent with such a tenancy, not to exceed six (6) months to avoid a violation of §§ 15.2-1800 and 2100 of the Code of Virginia.

22. **Estoppel.** Each party agrees to furnish to the other, within ten (10) days after request, such truthful estoppel information as the other may reasonably request.

23. **Default and Right to Cure.**

(a) The following will be deemed a default by Tenant and a breach of this Lease: (i) non-payment of Rent if such Rent remains unpaid for more than thirty (30) days after receipt of written notice from Landlord of such failure to pay; or (ii) Tenant's failure to perform any other term or condition under this Lease within forty-five (45) days after receipt of written notice from Landlord specifying the failure. No such failure, however, will be deemed to exist if Tenant has commenced to cure such default within such period and provided that such efforts are prosecuted to completion with reasonable diligence. Delay in curing a default will be excused if due to causes beyond the reasonable control of Tenant. If Tenant remains in default beyond any applicable cure period, Landlord will have the right to exercise any and all rights and remedies available to it under law and equity.

(b) The following will be deemed a default by Landlord and a breach of this Lease: (i) failure to provide access to the Premises as set forth in the Access Easement or to initiate corrective action of an interference problem within forty-eight (48) hours after receipt of written notice pursuant to completion of such default; or (ii) Landlord's failure to perform any term, condition or breach of any warranty or covenant under this Lease within forty-five (45) days after receipt of written notice from Tenant specifying the failure. No such failure, however, will be deemed to exist if Landlord has commenced to cure the default within such period and provided such efforts are prosecuted to completion with reasonable diligence. Delay in curing a default will be excused if due to causes beyond the reasonable control of Landlord. If Landlord remains in default beyond any applicable cure period, Tenant will have the right to exercise any and all rights available to it under law and equity, including the right to cure Landlord's default and to deduct the costs of such cure from any monies due to Landlord from Tenant.

24. **Miscellaneous.**

(a) This Lease constitutes the entire agreement and understanding of the parties, and supersedes all offers, negotiations and other agreements. There are no representations or understandings of any kind not set forth herein. Any amendments to this Lease must be in writing and executed by both parties.

(b) If either party is represented by a real estate broker in this transaction, that party shall be fully responsible for any fee due such broker, and shall hold the other party harmless from any claims for commission by such broker.

(c) Each party shall cooperate with the other in executing any documents (including a Memorandum of Lease in substantially the form attached as Exhibit B) necessary to protect its

rights or use of the Leased Premises. Either party may record the Memorandum of Lease, but neither party may record this Lease.

(d) This Lease shall be construed in accordance with the laws of the State of Virginia. Any and all suits for or claims or for every breach or dispute arising out of this Lease shall be maintained in the appropriate court of competent jurisdiction in the City of Hampton, Virginia, or, if applicable, the United States District Court for the Eastern District of Virginia, Newport News Division.

(e) If any term of this Lease is found to be void or invalid, such invalidity shall not affect the remaining terms of this Lease, which shall continue in full force and effect. The parties intend that the provisions of this Lease be enforced to the fullest extent permitted by applicable law. Accordingly, if any provisions are deemed not enforceable, they shall be deemed modified to the extent necessary to make them enforceable.

(f) The persons who have executed this Lease represent and warrant that they are duly authorized to execute this Lease in their representative capacities as indicated.

(g) The submission of this document for examination does not constitute an offer to lease or a reservation of or option for the Leased Premises and this Lease shall become effective only upon execution by both Tenant and Landlord.

(h) This Lease may be executed in any number of counterpart copies, each of which shall be deemed an original, but all of which together shall constitute a single instrument.

(i) The parties understand and acknowledge that the attached Exhibits showing the Leased Premises, the location of access to the Leased Premises, the site plan, and antenna location on the Tower Structure may be attached to this Lease in preliminary form. Accordingly, upon the preparation of final, more complete exhibits, any exhibits which may have been attached hereto in preliminary form may be replaced by the parties with such final, more complete exhibit(s), which Exhibits shall be agreed to and conformed by the parties.

The following Exhibits are attached hereto and incorporated herein:

Exhibit A	Legal Description of Leased Premises, Site Plan and Landscaping Plan
Exhibit B	Form of Memorandum of Lease Agreement
Exhibit C	Deed of Easement

IN WITNESS WHEREOF, the parties have executed this Lease to be effective as of the _____ day of _____, 2017.

LANDLORD:

THE CITY OF HAMPTON, VIRGINIA,
a municipal corporation of the Commonwealth of Virginia

By: _____ (SEAL)
Print Name: _____
Title: _____

COMMONWEALTH OF VIRGINIA

COUNTY OF _____

I, _____, a Notary Public, do hereby certify that _____ personally appeared before me this day and acknowledged that he/she is the _____ of the City of Hampton, Virginia, a municipal corporation of the Commonwealth of Virginia, and that by authority duly given, and as the act of _____ City of Hampton, Virginia, the foregoing Lease Agreement was signed in its name by her/him as its _____.

Given under my hand this ____ day of _____, 2017.

Notary Public

Registration Number: _____

My Commission expires: _____

[SEAL OR STAMP]

ATTEST:

Katherine K. Glass, Clerk of the Council

COMMONWEALTH OF VIRGINIA

COUNTY OF _____

I, _____, a Notary Public, do hereby certify that Katherine K. Glass personally appeared before me this day and acknowledged that she is the Clerk of the City of Hampton, Virginia, a municipal corporation of the Commonwealth of Virginia, and that by authority duly given, and as the act of Katherine K. Glass, Clerk of the Council for the City of Hampton, Virginia, the foregoing Lease Agreement was signed in its name by her as its Clerk of the Council.

Given under my hand this ____ day of _____, 2017.

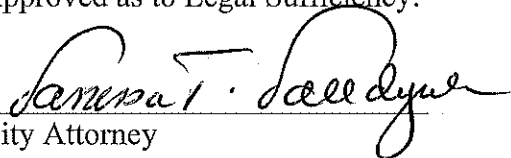
Notary Public

Registration Number: _____

My Commission expires: _____

[SEAL OR STAMP]

Approved as to Legal Sufficiency:



City Attorney

TENANT:

Crown Communication LLC,
a Delaware limited liability company

By: *Lisa A. Sedgwick* (SEAL)
Print Name: Lisa A. Sedgwick
Title: RET Manager

STATE / COMMONWEALTH OF Texas

COUNTY OF Harris

I, Veronica N. Odom, a Notary Public, do hereby certify that Lisa Sedgwick [name] personally appeared before me this day and acknowledged that she is the RET Manager [title] of Crown Communication LLC, a Delaware limited liability company, and that by authority duly given, and as the act of Lisa Sedgwick [name], as RET Manager [title] of Crown Communication LLC, a Delaware limited liability company, the foregoing Lease Agreement was signed in its name by her as its RET Manager [title].

Given under my hand this 24 day of October, 2017.

Veronica N. Odom
Notary Public

Registration Number: 131103553

My Commission expires: 4-26-21

[SEAL OR STAMP]

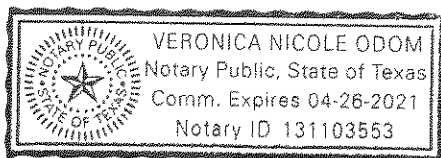


EXHIBIT A

Legal Description of Leased Premises, Site Plan and Landscaping Plan

[See attached survey]

AS-BUILT SURVEY
 PREPARED FOR
CROWN
 1500 TORRONS WAY, SUITE 200 CHARLOTTE, NC 28217
 BRN: 806887

SITE: BIG BETHEL/BRIARFIELD ROAD
 ADDRESS: 1690 BRIARFIELD ROAD
 HAMPTON, VA 23061
 CITY OF HAMPTON
 NATIONAL SURVEY SERVICES COORDINATION FEE

GEOLINE
 SURVEYING, INC.
 1500 HWY 104B, TAMPA, FLA 33618, P. 3385
 (813) 988-4140 FAX (813) 988-4288
 WWW.GEOLINEINC.COM

MURPHY
GEOMATICS
 Professional Land Surveying
 6300 N. WILSON ROAD, SUITE 200
 RALEIGH, NC 27617-1001 FAX 919-286-2923
 www.murphygeomatics.com

SURVEYOR'S NOTES
 1. BASIS OF BEARING
 VIA GRID SOUTH ZONE
 2. US SURVEYING INSTRUMENTATION
 WAS PERFORMED TO LOCATE
 UNDERGROUND UTILITIES. UTILITIES
 IDENTIFIED BY THIS SURVEY AND
 ARE PER OBSERVED EVIDENCE ONLY.
 3. THE BENCH MARKS WERE NOT
 REPRODUCED BY THIS SURVEY OF
 THE PARENT PARCEL.
 4. ALL NOBLE TOWER EQUIPMENT AND
 IMPROVEMENTS ARE CONTAINED WITHIN
 THE DESCRIBED AREA.

SURVEYOR'S CERTIFICATION
 I HEREBY CERTIFY TO CROWN CASTLE
 AND STEWART TITLE GUARANTY
 COMPANY.
 MURPHY GEOMATICS

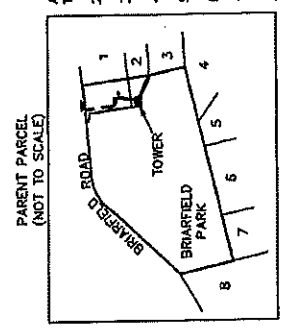
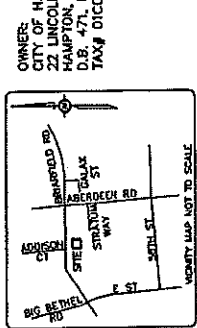
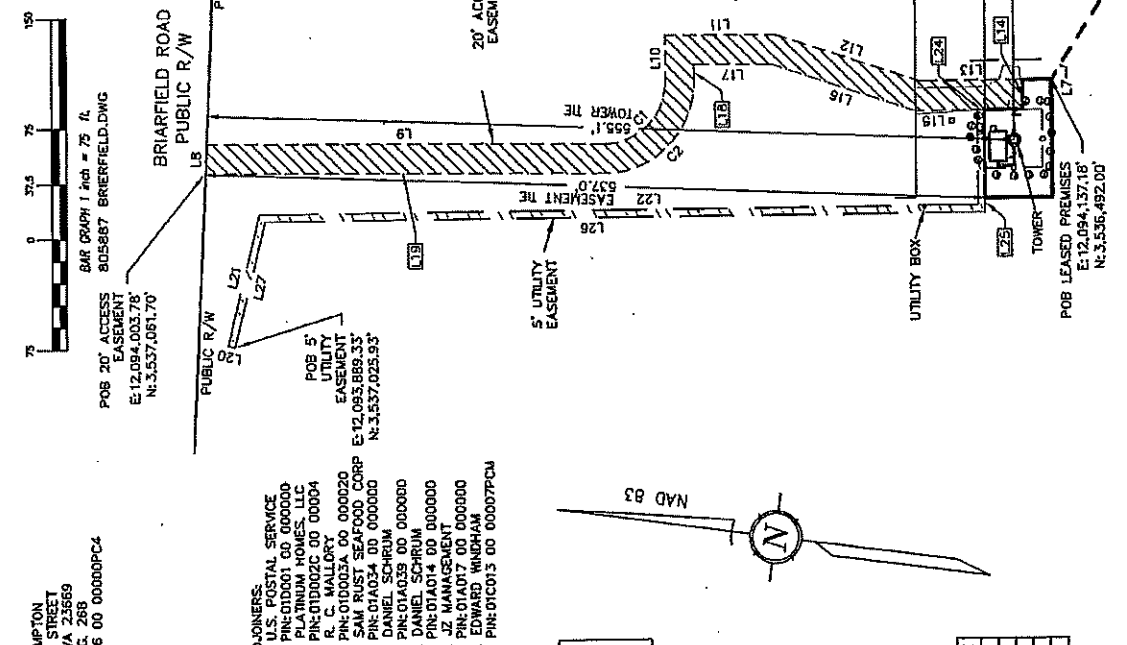
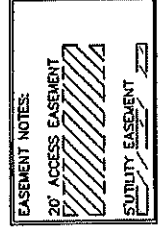
COMMONWEALTH OF VIRGINIA
 JONATHAN F. MURPHY
 LAND SURVEYOR
 DATE: 11/16/2011
 License No. 2713
 LAND SURVEYORS SOCIETY

CURVE TABLE

CURVE	CHORD BRG	CHORD	RADIUS	ARC	DELTA
C1	S52° 05' 33"E	60.27	42.50	57.00	90° 19' 16"
C2	N52° 05' 33"W	88.64	62.50	98.52	90° 19' 16"

LINE TABLE

LINE	BEARING	LENGTH
L8	N84° 49' 00"E	20.01
L9	S6° 55' 59"E	272.86
L10	N82° 44' 49"E	31.13
L11	S7° 15' 11"E	76.76
L12	S10° 51' 54"W	104.12
L13	S7° 41' 28"E	69.95
L14	S82° 18' 32"W	20.00
L15	N7° 41' 28"W	73.22
L16	N10° 51' 54"E	104.20
L17	N7° 15' 11"W	53.57
L18	S82° 44' 49"W	11.13
L19	N6° 55' 59"W	273.47
L20	N6° 20' 15"E	5.00
L21	S83° 39' 45"E	91.05
L22	S7° 40' 38"E	494.07
L23	N82° 18' 32"E	64.73
L24	S7° 41' 28"E	5.00
L25	S82° 18' 32"W	69.73
L26	N7° 40' 38"W	493.17
L27	N83° 39' 45"W	87.15



ZONINGS: RT1 & M3 HEAVY MANUFACTURING
 THIS PARCEL OF LAND LIES WITHIN FLOOD ZONE X WHICH IS NOT A SPECIAL FLOOD HAZARD AREA AS PER F.I.R.M. PANEL NUMBER: 515527D116C EFFECTIVE DATE: AUGUST 16, 2011

- LEGEND**
- : SET 5/8" REBAR.
 - : FOUND 1/2" REBAR AS NOTED.
 - () : RECORD DESCRIPTION DATA.
 - P.O.B. : POINT OF BEGINNING.
 - P.O.C. : POINT OF COMMENCEMENT.
 - : FENCE AS NOTED.
 - : OVER HEAD UTILITY LINES.
 - : WOOD UTILITY POLE.
 - : ELECTRIC TRANSFORMER.
 - : TELCO PEDESTAL.
 - : WATER METER.
 - : CABLE TELEVISION

AREA	SQUARE FEET	ACRE
PARENT PARCEL	2,161,776	49.6
LEASED PREMISES	3,160	0.07
COMPOUND AREA	1,569	0.03
ACCESS EASEMENT	12,359	0.28
UTILITY EASEMENT	3,255	0.07

AS-BUILT SURVEY
 PREPARED FOR
CROWN CASTLE
 3501 TORRINGTON WAY, SUITE 200 CHARLOTTE, NC 28207
 SITE: BIG BETHEL/BRIERFIELD ROAD
 BUN: 805887
 ADDRESS: 1590 BRIERFIELD ROAD
 HAMPTON, VA 23061
 CITY OF HAMPTON
 NATIONAL SURVEY SERVICES COORDINATION BY:

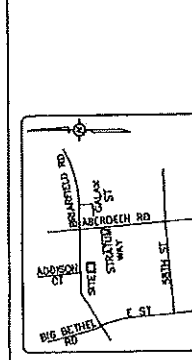
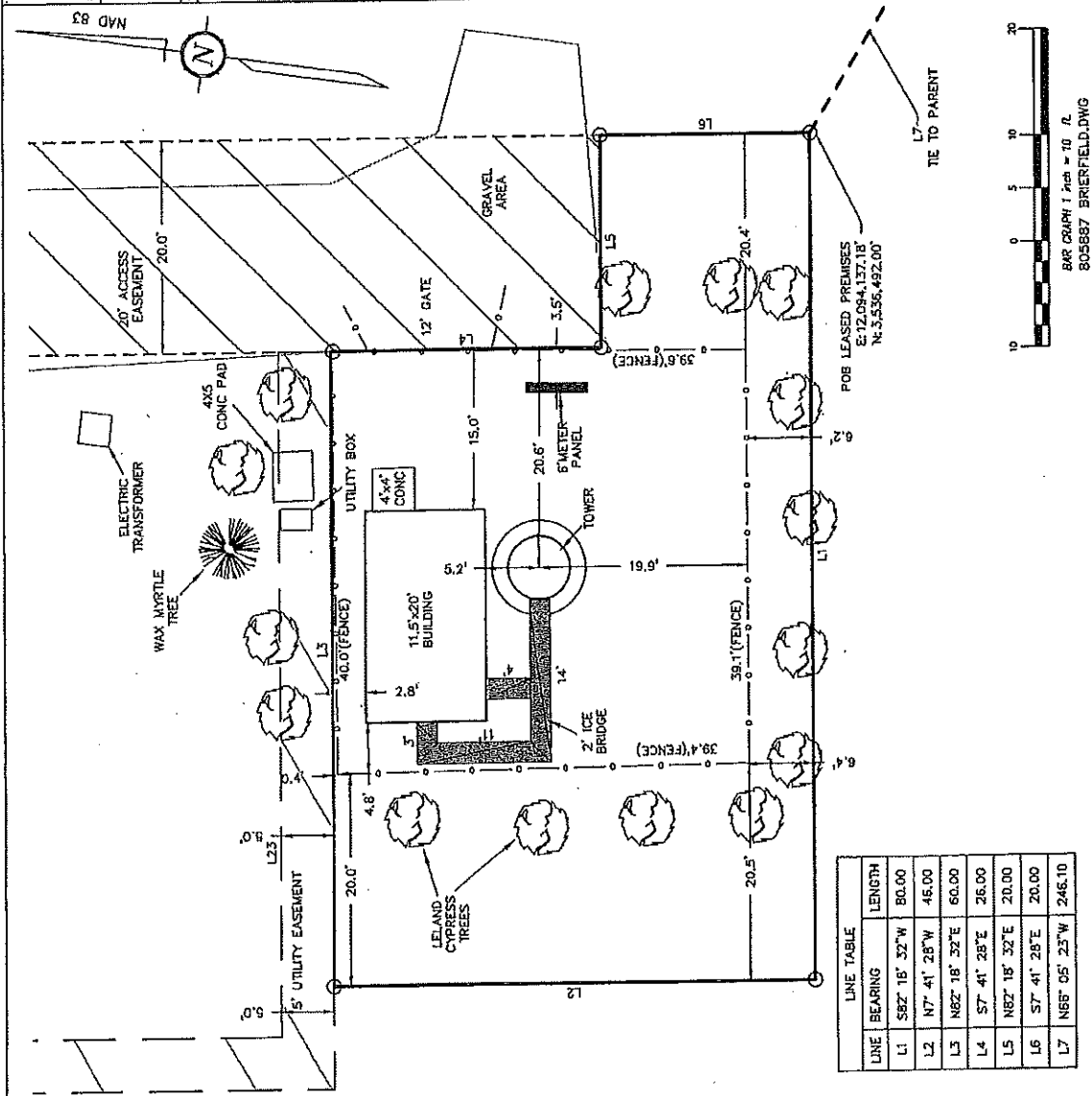
GEO LINE SURVEYING, INC.
 3000 MAY HAN, TRAIL, SUITE 100, HAMPTON, VA 23061
 CONTACT: (757) 418-0500 FAX: (757) 418-0505
 WWW.GEOLINESURVEYING.COM
 SURVEY WORK PERFORMED BY:

MURPHY GEOMATICS
 Professional Land Surveying
 10000 W. BRIDGEWAY, SUITE 100, FARMERSVILLE, VA 23042
 PHONE: (804) 271-1461 FAX: (804) 271-4203
 E-MAIL: MURPHY@MURPHYGEOMATICS.COM

SURVEYOR'S NOTES
 1. BASE OF BEARING:
 VA GRID SOUTH ZONE
 2. NO SUBSURFACE INVESTIGATION UNDERTAKEN FOR THIS SURVEY. UTILITIES SHOWN HEREON ARE LIMITED TO AND ARE PER ASSUMED EXISTING ONLY.
 3. THIS SURVEY DOES NOT REPRESENT A COMPLETE SURVEY OF THE PARENT PARCEL.
 4. ALL WOODS OTHER THAN PINE AND CYPRESS ARE CONTAINED WITHIN THE DESCRIBED AREA.

SURVEYOR'S CERTIFICATION
 I HEREBY CERTIFY TO CROWN CASTLE AND STEWART TITLE GUARANTY COMPANY.
 MURPHY GEOMATICS

LAND SURVEYOR OF VIRGINIA
 JONATHAN F. MURPHY
 License No. 27113
 LAND SURVEYORS



OWNER:
 CITY OF HAMPTON
 22 LINCOLN STREET
 HAMPTON, VA 23069
 D.B. 471, PG. 268
 TAX# 01C018 00 00000PC4

ZONING: RT1 & M3 HEAVY MANUFACTURING
 THIS PARCEL OF LAND LIES WITHIN FLOOD ZONE X WHEN IS NOT A SPECIAL FLOOD HAZARD AREA AS PER F.I.R.M. PANEL NUMBER: S155270116
 EFFECTIVE DATE: AUGUST 16, 2011

LEGEND
 ○ : SET 5/8" REBAR
 ○ : FOUND 1/2" REBAR AS NOTED.
 () : RECORD DESCRIPTION DATA.
 P.O.B. : POINT OF BEGINNING.
 P.O.C. : POINT OF COMMENCEMENT.
 --- : FENCE AS NOTED.
 --- : OVER HEAD UTILITY LINES.
 [] : WOOD UTILITY POLE
 [] : ELECTRIC TRANSFORMER
 [] : TELCO PEDESTAL
 [] : WATER METER
 [] : CABLE TELEVISION

LINE	BEARING	LENGTH
L1	S82° 15' 32" W	80.00
L2	N7° 41' 28" W	45.00
L3	N62° 18' 32" E	50.00
L4	S7° 41' 28" E	26.00
L5	N82° 18' 32" E	20.00
L6	S7° 41' 28" E	20.00
L7	N65° 05' 23" W	246.10

AREA	SQUARE FEET	ACRE
PARENT PARCEL	2,161,776	49.6
LEASED PREMISES	3,160	0.07
COMPOUND AREA	1,589	0.03
ACCESS EASEMENT	12,359	0.28
UTILITY EASEMENT	3,285	0.07

AS-BUILT SURVEY
 PREPARED FOR
CROWN CASTLE
 5505 YORKWOOD WAY, SUITE 200 CHARLOTTE, NC 28277

SITE: BIC BREWERY/BRIFERFIELD ROAD
 BUNG 806587
 ADDRESS: 1800 BRIFERFIELD ROAD
 HAMPTON, VA 23060
 CITY OF HAMPTON
 COUNTY OF HAMPTON

GEOLINE SURVEYING, INC.
 13400 HWY 104th Terrace, Suite A, Alachua, FL 32815
 (904) 887-1111
 FAX (904) 887-1111
 WWW.GEOLINE.COM

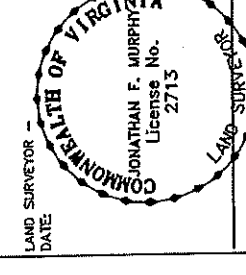
MURPHY GEOMATICS
 Professional Land Surveying
 4000 S. Ronald Drive, Suite 100, Norfolk, VA 23502
 Phone: 757-647-1001 Fax: 757-647-1002
 Email: info@murphygeom.com

SURVEYOR'S NOTES

1. BASIS OF SURVEYING:
 VA GRID SOUTH ZONE
2. NO SURFACE INVESTIGATION WAS PERFORMED TO LOCATE UNDERGROUND UTILITIES. UTILITIES ARE PER OBSERVED EVIDENCE ONLY.
3. THIS SURVEY DOES NOT REPRESENT A BOUNDARY SURVEY OF THE PARENT PARCEL.
4. ALL VISIBLE TOWER EQUIPMENT AND APPROXIMATIONS ARE CONTAINED WITHIN THE DESCRIBED AREA.

SURVEYOR'S CERTIFICATION
 I HEREBY CERTIFY TO CROWN CASTLE AND STEWART TITLE GUARANTY COMPANY:

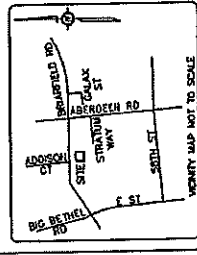
MURPHY GEOMATICS



LEGAL DESCRIPTION OF: Leased Premises
 From the POINT OF BEGINNING Having Virginia State Plane Coordinates (NAD83 South): E:12,094,137.18' -and- N:3,535,492.00'; Thence, S 82° 18' 32" W for a distance of 80.00 feet to a point; Thence, N 07° 41' 28" W for a distance of 46.00 feet to a point; Thence, N 82° 18' 32" E for a distance of 60.00 feet to a point; Thence, S 07° 41' 28" E for a distance of 26.00 feet to a point; Thence, N 82° 18' 32" E for a distance of 20.00 feet to a point; Thence, S 07° 41' 28" E for a distance of 20.00 feet to the POINT OF BEGINNING; Containing 3,160 square feet -and- 0.07 Acres.

LEGAL DESCRIPTION OF: 20' Access Easement
 From the POINT OF BEGINNING being on the southern right of way of Briarfield Road (Public) and Having Virginia State Plane Coordinates (NAD83 South): E:12,094,003.78' -and- N:3,537,061.70'; Thence with said right of way N 84° 49' 00" E a distance of 280.00 feet to a point; Thence having said right of way, S 05° 55' 59" E for a distance of 272.86 feet to the beginning of a curve, Solid curve turning to the left through an angle of 90° 19' 16", having a radius of 42.50 feet, and whose long chord bears S 32° 05' 35" E for a distance of 60.27 feet; Thence, N 82° 44' 49" E for a distance of 104.12 feet to a point; Thence, S 07° 15' 11" E for a distance of 76.76 feet to a point; Thence, S 82° 18' 32" W for a distance of 104.12 feet to a point; Thence, S 07° 41' 28" E for a distance of 69.95 feet to a point; Thence, S 10° 51' 54" W for a distance of 75.22 feet to a point on an existing easement; Thence, N 10° 51' 54" E for a distance of 104.20 feet to a point; Thence, N 07° 15' 11" W for a distance of 53.37 feet to a point; Thence, S 82° 44' 49" W for a distance of 11.13 feet to the beginning of a curve, Solid curve turning to the right through an angle of 90° 19' 16", having a radius of 62.50 feet, and whose long chord bears N 52° 05' 33" W for a distance of 88.64 feet; Thence, N 05° 55' 59" W for a distance of 273.47 feet to a point on the southern right of way of Briarfield Road, being the POINT OF BEGINNING; Containing 12,359 square feet -and- 0.28 Acres.

LEGAL DESCRIPTION OF: 5' Utility Easement
 From the POINT OF BEGINNING Having Virginia State Plane Coordinates (NAD83 South): E:12,082,889.33' -and- N:3,537,025.93'; Thence, N 05° 20' 15" E a distance of 5.00 feet to a point; Thence, S 83° 39' 45" E for a distance of 81.05 feet to a point; Thence, N 07° 40' 38" E for a distance of 494.07 feet to a point; Thence, N 82° 18' 32" E for a distance of 64.73 feet to a point; Thence, S 07° 41' 28" E for a distance of 5.00 feet to a point; Thence, S 82° 18' 32" W for a distance of 69.73 feet to a point; Thence, N 07° 40' 38" W for a distance of 495.17 feet to a point; Thence, N 83° 39' 45" W for a distance of 87.15 feet to the POINT OF BEGINNING; Containing 3,255 square feet -and- 0.07 Acres.



OWNER:
 CITY OF HAMPTON
 22 LINCOLN STREET
 HAMPTON, VA 23069
 D.B. 471, P.C. 268
 TAX# 01C016 00 00000PC4

ZONING: R11 & M3 HEAVY MANUFACTURING

THIS PARCEL OF LAND LIES WITHIN FLOOD HAZARD AREA AS PER FLOOD PANEL NUMBER: 515527018C
 EFFECTIVE DATE: AUGUST 16, 2011

- LEGEND**
- : SET 5/8" REBAR.
 - : FOUND 1/2" REBAR AS NOTED.
 - () : RECORD DESCRIPTION DATA.
 - P.O.B. : POINT OF BEGINNING.
 - P.O.C. : POINT OF COMMENCEMENT.
 - : FENCE AS NOTED.
 - : OVER HEAD UTILITY LINES.
 - : WOOD UTILITY POLE.
 - : ELECTRIC TRANSFORMER.
 - : TELCO PEDESTAL.
 - : WATER METER.
 - : CABLE TELEVISION.

AREA	SQUARE FEET	ACRE
PARENT PARCEL	2,161,776	49.6
LEASED PREMISES	3,160	0.07
COMPOUND AREA	1,389	0.03
ACCESS EASEMENT	12,359	0.28
UTILITY EASEMENT	3,255	0.07

EXHIBIT B

See attached Form of Memorandum of Lease Agreement

Prepared out of State.

Return to:

MEMORANDUM OF LEASE

This Memorandum of Lease is dated this ____ day of _____, 2017, by and between **CITY OF HAMPTON**, a municipal corporation of the Commonwealth of Virginia, having a mailing address of 22 Lincoln Street, Hampton, Virginia 23669 (hereinafter referred to as "**Landlord**", to be indexed as grantor) and **CROWN COMMUNICATION LLC**, a Delaware limited liability company, having a mailing address of 2000 Corporate Drive, Canonsburg, PA 15317 (hereinafter referred to as "**Tenant**", to be indexed as grantee).

1. Landlord and Tenant entered into a certain Lease Agreement ("Lease") dated the ____ day of _____, 2017, for the purpose of installing, operating and maintaining a communications facility and other improvements. All of the foregoing is set forth in the Lease.
2. The Term of this Lease shall be five (5) years (the "Term"), commencing on December 10, 2017, and expiring on the five (5) year anniversary date, 2022.
3. The portion of the land being leased to Tenant (the "Premises") is described in **Exhibit 1** annexed hereto.
4. This Memorandum of Lease is not intended to amend or modify, and shall not be deemed or construed as amending or modifying, any of the terms, conditions or provisions of the Lease, all of which are hereby ratified and affirmed. In the event of a conflict between the provisions of this Memorandum of Lease and the provisions of the Lease, the provisions of the Lease shall control. The Lease shall be binding upon and inure to the benefit of the parties and their respective heirs, successors, and assigns, subject to the provisions of the Lease.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Lease as of the day and year first above written.

LANDLORD:

THE CITY OF HAMPTON, VIRGINIA, a
municipal corporation of the Commonwealth
of Virginia

By: _____ (SEAL)
Print Name: _____
Title: _____

COMMONWEALTH OF VIRGINIA

COUNTY OF _____

I, _____, a Notary Public, do hereby certify that
_____ personally appeared before me this day and acknowledged that
he/she is the _____ of the City of Hampton, Virginia, a municipal
corporation of the Commonwealth of Virginia, and that by authority duly given, and as the act of
_____ City of Hampton, Virginia, the foregoing Memorandum of
Lease was signed in its name by her/him as its _____.

Given under my hand this ____ day of _____, 2017.

Notary Public

Registration Number: _____

My Commission expires: _____

[SEAL OR STAMP]

ATTEST:

Katherine K. Glass, Clerk of the Council

COMMONWEALTH OF VIRGINIA

COUNTY OF _____

I, _____, a Notary Public, do hereby certify that Katherine K. Glass personally appeared before me this day and acknowledged that she is the Clerk of the City of Hampton, Virginia, a municipal corporation of the Commonwealth of Virginia, and that by authority duly given, and as the act of Katherine K. Glass, Clerk of the Council for the City of Hampton, Virginia, the foregoing Memorandum of Lease was signed in its name by her as its Clerk of the Council.

Given under my hand this ____ day of _____, 2017.

Notary Public

Registration Number: _____

My Commission expires: _____

[SEAL OR STAMP]

Approved as to Legal Sufficiency:

Sr. Deputy City Attorney

TENANT:

Crown Communication LLC,
a Delaware limited liability company

By: _____ (SEAL)
Print Name: _____
Title: _____

STATE / COMMONWEALTH OF _____

COUNTY OF _____

I, _____, a Notary Public, do hereby certify that
_____ [name] personally appeared before me this day and
acknowledged that he is the _____ [title] of Crown
Communication LLC, a Delaware limited liability company, and that by authority duly given,
and as the act of _____ [name], as
_____ [title] of Crown Communication LLC, a
Delaware limited liability company, the foregoing Lease Agreement was signed in its name by
him as its _____ [title].

Given under my hand this ____ day of _____, 2017.

Notary Public

Registration Number: _____

My Commission expires: _____

[SEAL OR STAMP]

EXHIBIT 1

DESCRIPTION OF PREMISES

Page 1 of 2

to the Memorandum of Lease dated _____, 2017, by and between the City of Hampton, Virginia, as Landlord, and Crown Communication LLC, a Delaware limited liability company, as Tenant.

The Premises are described and/or depicted as follows:

[See attached survey.]

AS-BUILT SURVEY
 PREPARED FOR
CROWN CASTLE
 3650 TORRINGTON WAY, SUITE 200, CHARLOTTE, NC 28217
 SITE: BIG BETHEL/BREKERSFIELD ROAD
 BUN: 000887
 ADDRESS: 1600 BREKERSFIELD ROAD
 HAMPTON, VA 23061
 CITY OF HAMPTON

GEOLINE SURVEYING, INC.
 12403 NAVY DR., TAMPA, FL 33618
 (813) 973-4400 FAX (813) 973-4400
 WWW.GEOLINEINC.COM

MURPHY GEOMATICS
 Professional Land Surveyors
 1000 N. W. 10th St., Suite 100
 Ft. Lauderdale, FL 33304
 Phone: (954) 572-7293
 Fax: (954) 572-7293

SURVEYOR'S NOTES

1. BASIS OF BEARING: VA GRID SOUTH ZONE
2. NO SURFACE RECONSTRUCTION WAS PERFORMED TO LOCATE UNDERGROUND UTILITIES. UTILITIES ARE NOT SHOWN UNLESS OBSERVED AND ARE NOT OBSERVED EXCEPT AS NOTED.
3. THIS SURVEY DOES NOT REPRESENT A SHARPSHOT SURVEY OF THE PARENT PARCEL.
4. ALL VISIBLE TOWER EQUIPMENT AND APPROXIMATIONS ARE CONTAINED WITHIN THE DESCRIBED AREA.

SURVEYOR'S CERTIFICATION
 I HEREBY CERTIFY TO CROWN CASTLE AND STEWART TITLE GUARANTY COMPANY.

MURPHY GEOMATICS

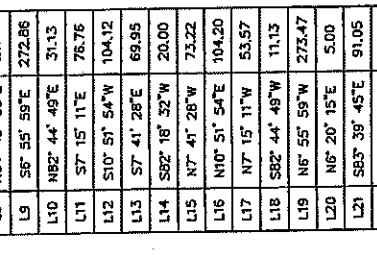
JONATHAN MURPHY
 LAND SURVEYOR
 DATE: 11/16/16
 COMMONWEALTH OF VIRGINIA
 JONATHAN F. MURPHY
 License No. 2713
 LAND SURVEYOR

CURVE TABLE

CURVE	CHORD BRG	CHORD	RADIUS	ARC	DELTA
C1	S52° 05' 33"E	60.27	42.50	67.00	90° 19' 16"
C2	N52° 05' 33"W	68.64	62.50	98.52	90° 19' 16"

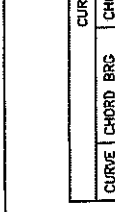
LINE TABLE

LINE	BEARING	LENGTH
L8	N84° 49' 00"E	20.01
L9	S5° 55' 59"E	272.86
L10	N82° 44' 49"E	31.13
L11	S7° 15' 11"E	78.78
L12	S10° 50' 54"W	104.12
L13	S7° 41' 28"E	69.95
L14	S82° 18' 32"W	20.00
L15	N7° 41' 28"W	73.22
L16	N10° 51' 54"E	104.20
L17	N7° 15' 11"W	53.57
L18	S82° 44' 49"W	11.13
L19	N6° 55' 59"W	273.47
L20	N6° 20' 15"E	5.00
L21	S83° 39' 45"E	91.05
L22	S7° 40' 38"E	484.07
L23	N82° 18' 32"E	64.73
L24	S7° 41' 28"E	5.00
L25	S82° 18' 32"W	69.73
L26	N7° 40' 38"W	495.17
L27	N83° 39' 45"W	87.15



EASEMENT NOTES:

- 20' ACCESS EASEMENT
- UTILITY EASEMENT



OWNER:
 CITY OF HAMPTON
 22 LINCOLN STREET
 DANVILLE, VA 24040
 TAX# 01C016 00 00000PC4

ADJACERS:

1. U.S. POSTAL SERVICE
 PIN: 01D001 00 000000
2. PLATINUM HOMES, LLC
 PIN: 01D002C 00 00004
3. R. C. HALLORY
 PIN: 01D003A 00 000020
4. SAM RUST SEAFOOD CORP
 PIN: 01A034 00 000000
5. DANIEL SCHIRM
 PIN: 01A014 00 000000
6. DANIEL SCHIRM
 PIN: 01A014 00 000000
7. JZ MANAGEMENT
 PIN: 01A017 00 000000
8. EDWARD WINDHAM
 PIN: 01C013 00 00007PC4



LEGEND

- : SET 5/8" REBAR.
- : FOUND 1/2" REBAR AS NOTED.
- () : RECORD DESCRIPTION DATA.
- P.O.B. : POINT OF BEGINNING.
- P.A.C. : POINT OF COMMENCEMENT.
- : FENCE AS NOTED.
- : OVER HEAD UTILITY LINES.
- : WOOD UTILITY POLE.
- : ELECTRIC TRANSFORMER.
- : TELCO PEDESTAL.
- : WATER METER.
- : CABLE TELEVISION.

AREA	SQUARE FEET	ACRE
PARENT PARCEL	2,161,776	49.6
LEASED PREMISES	1,160	0.07
COMPOUND AREA	1,589	0.03
ACCESS EASEMENT	12,359	0.28
UTILITY EASEMENT	3,255	0.07

ZONING: R11 & M3 HEAVY MANUFACTURING

NOTE: THIS PARCEL OF LAND LIES WITHIN FLOOD ZONE X WHICH IS NOT A SPECIAL FLOOD HAZARD AREA AS PER F.I.R.M. PANEL NUMBER: 515527018G EFFECTIVE DATE: AUGUST 16, 2011

IRON PIPE FOUND

POB LEASED PREMISES
 E:12,094,137.18'
 N:3,636,492.00'

POB 20' ACCESS EASEMENT
 E:12,094,003.78'
 N:3,537,061.70'

POB 5' UTILITY EASEMENT
 E:12,093,889.33'
 N:3,537,025.93'

POB 5' UTILITY EASEMENT
 E:12,093,889.33'
 N:3,537,025.93'

POB 5' UTILITY EASEMENT
 E:12,093,889.33'
 N:3,537,025.93'

AS-BUILT SURVEY
 PREPARED FOR
MURPHY CROWN CASTLE

350 TORCHWOOD WAY, SUITE 200, CHARLOTTE, NC 28207
 EDN: 800887
 SITE: BIG BETHEL/BRIERFIELD ROAD
 ADDRESS: 1600 BRIERFIELD ROAD
 HAMPTON, VA 23061
 CITY OF HAMPTON
 NATIONAL SURVEY SERVICES COORDINATION BY:

GEOLINE SURVEYING, INC.
 1000 MAIN ST., SUITE 100, CHARLOTTE, NC 28205
 (704) 366-4100 FAX: (704) 366-4105
 WWW.GEOLINE.COM

MURPHY GEOMATICS
 Professional Land Surveying
 1000 MAIN ST., SUITE 100, CHARLOTTE, NC 28205
 (704) 366-4100 FAX: (704) 366-4105
 WWW.MURPHYGEOMATICS.COM

SURVEYOR'S NOTES

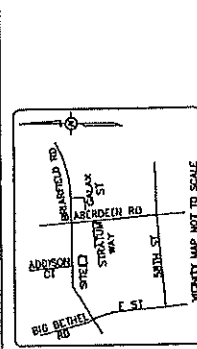
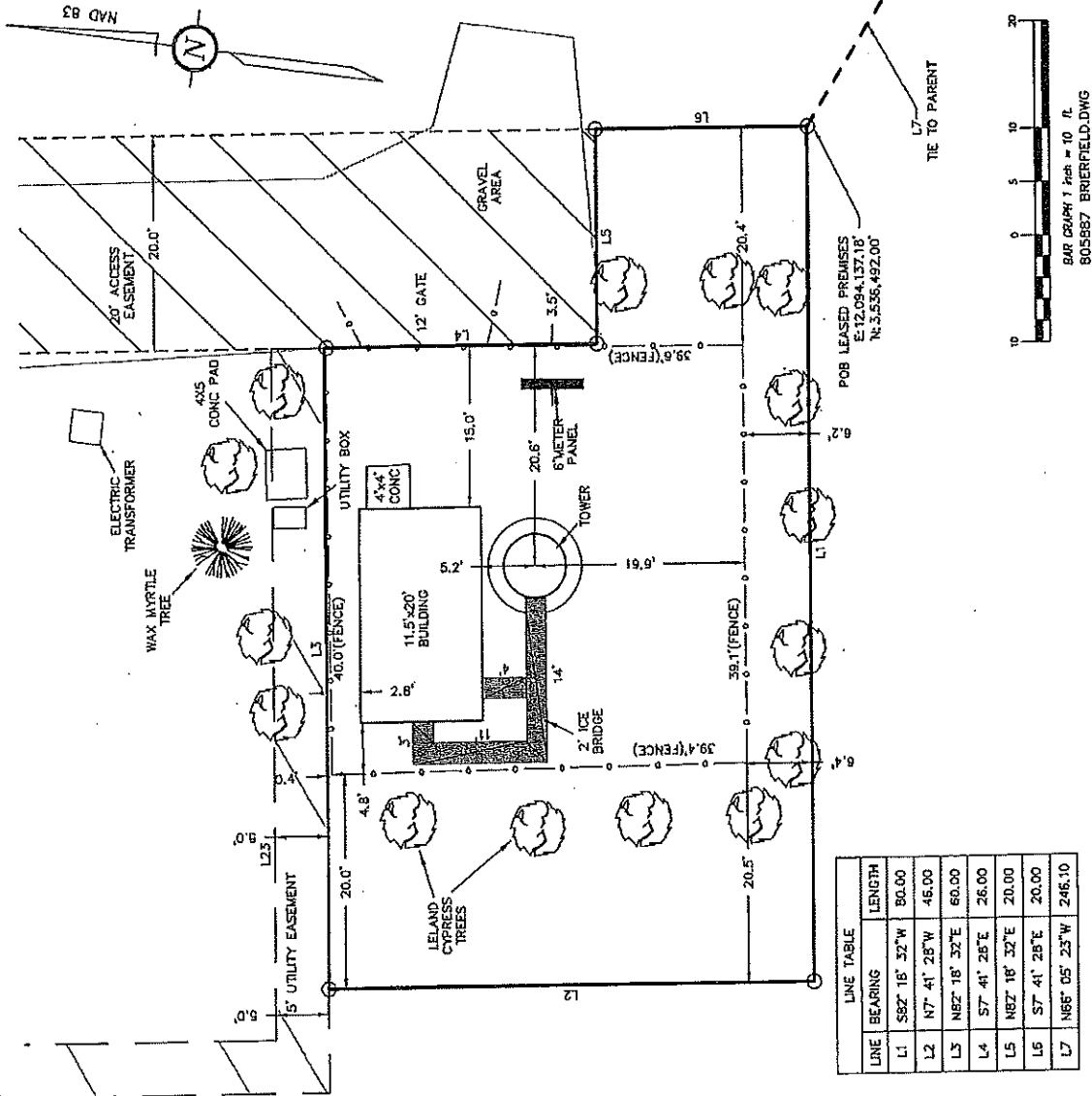
1. BASIS OF BEARING: 1/4 GRID SOUTH ZONE
2. NO SUBSURFACE INVESTIGATION
3. ALL CONCEALED UTILITIES, UTILITIES UNDERGROUND UTILITIES UTILITIES SHOWN HEREON ARE LIMITED TO AND ARE PER RECORD SURVEY DATA
4. THIS SURVEY DOES NOT
5. ALL NOTES THEREON RELATIVE AND APPROVED ARE CONSIDERED WORK IN THE DESCRIBED AREA.

SURVEYOR'S CERTIFICATION
 I HEREBY CERTIFY TO CROWN CASTLE AND STEWART TITLE GUARANTY COMPANY.

MURPHY GEOMATICS

COMMONWEALTH OF VIRGINIA
 JONATHAN F. MURPHY
 License No. 2713
 LAND SURVEYOR

LAND SURVEYOR DATE:



OWNER:
 CITY OF HAMPTON
 27 LINDAN STREET
 HAMPTON, VA 23069
 D.B. 471 PG. 268
 TAX# 01C016 00 00000PC4

ZONING: R11 & M3 HEAVY MANUFACTURING

THIS PARCEL OF LAND IS WITHIN A 5,000 SQUARE FOOT FLOOD HAZARD AREA AS PER FIRM PANEL NUMBER: 515527018G EFFECTIVE DATE: AUGUST 15, 2011.

- LEGEND**
- : SET 5/8" REBAR.
 - : FOUND 1/2" REBAR AS NOTED.
 - (---) : RECORDED DESCRIPTION DATA.
 - P.O.B. : POINT OF BEGINNING.
 - P.O.C. : POINT OF COMMENCEMENT.
 - : FENCE AS NOTED.
 - : OVER HEAD UTILITY LINES.
 - CO2 : WOOD UTILITY POLE.
 - : ELECTRIC TRANSFORMER.
 - : TELECO PEDESTAL.
 - W : WATER METER.
 - : CABLE TELEVISION.

LINE	BEARING	LENGTH
L1	S82° 18' 32" W	80.00
L2	N7° 41' 28" W	46.00
L3	N82° 18' 32" E	60.00
L4	S7° 41' 28" E	26.00
L5	N82° 18' 32" E	20.00
L6	S7° 41' 28" E	20.00
L7	N66° 05' 23" W	246.10

AREA	SQUARE FEET	ACRE
PARENT PARCEL	2,151,776	49.5
LEASED PREMISES	3,780	0.07
COMPOUND AREA	1,589	0.03
ACCESS EASEMENT	12,359	0.28
UTILITY EASEMENT	3,255	0.07

BAR GRAPH 1 Inch = 10 ft.
 8015887 BRIERFIELD.DWG

EXHIBIT C

See attached recorded copy of Deed of Easement

130006638

Prepared by/Return to:

Vanessa T. Valdejuli
YSB # 31051
City Attorney's Office
22 Lincoln Street
Hampton, VA 23699
(757) 727-6127 (VTV)

AFTER RECORDING RETURN TO:

UPF WASHINGTON INC
 12410 E MIRABEAU PKWY #100
 SPOKANE VALLEY WA 99216
 REF # 332438

LRSN: 1000275

THIS DEED OF EASEMENT AGREEMENT IS EXEMPT FROM THE GRANTOR'S TAX UNDER VIRGINIA CODE § 58.1-811(C)(4)

THIS EASEMENT AGREEMENT ("Agreement") is made this 13th day of December, 2012, by and between the CITY OF HAMPTON, VIRGINIA, a municipal corporation of the Commonwealth of Virginia (the "City"; for indexing purposes "Grantor") and CROWN COMMUNICATION LLC, a Delaware limited liability company, having a mailing address of 2000 Corporate Drive, Canonsburg, PA 15317 (for indexing purposes "Grantee").

RECITALS:

1. City is the owner of those certain lots, pieces, or parcels of land LRSN: 1000275 located in the City of Hampton, Virginia (the "Property"), as shown on that survey attached hereto as Exhibit A (the "Plat").
2. City and Grantee have entered into a Lease Agreement of even date herewith for the use by Grantee of a portion of the Premises (said portion being the "Leased Premises").
3. Grantee desires to enter the Property and use a portion of the Property for the purpose of (i) access to and from Briarfield Road to the Leased Premises and (ii) the provision of utilities, which may include fiber optic fiber and cables, to and from the Leased Premises over, under and/or across the Property.
4. The City has agreed to grant to Grantee certain perpetual, non-exclusive easements in certain areas of the Property shown on the Plat on the terms and conditions set forth in this Agreement.

WITNESSETH:

NOW, THEREFORE, for and in consideration of the mutual benefits accruing or to be accrued to the above mentioned parties, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and the Grantee do hereby agree as follows:

Big Bethel/Briarfield Road
 BU 805887
 PPAB 2018465v6

1. Grant of Easement. Subject to the terms and conditions of this Agreement, the City hereby grants unto Grantee (i) a perpetual, nonexclusive ingress and egress easement (the "Access Easement"), and (ii) a perpetual, nonexclusive utility easement (the "Utility Easement"). The Access Easement and the Utility Easement (collectively, the "Easements") are for the use and benefit of Grantee and Grantee's employees, agents, contractors, subcontractors, sublessees, licensees and their employees, agents, contractors, and subcontractors over, under, upon and across those portions of the Property (such areas are collectively referred to as the "Easement Property") as more particularly described in Exhibit A attached hereto, and summarized herein as follows:

- 20' Access Easement (12,359 square feet)
- 5' Utility Easement (3,255 square feet)

2. City's Reserved Rights. The Easements are subject to the following rights reserved by the City:

a. The City reserves the right to use the Property for any purpose that does not interfere with Grantee's use of the Easements and the Easement Property as set forth herein;

b. The City reserves the right to grant additional easements and other rights to third parties over, under and within the Property, on the condition that such easements and other rights do not interfere with Grantee's use of the Easements and the Easement Property as set forth herein; and

c. The City reserves the right to restrict access temporarily to all or any portion of the Property it owns at any time and from time to time in connection with construction, maintenance and repair activities on the Property, so long as such restricted access does not unreasonably interfere with Grantee's use of the Easements and the Easement Property as set forth herein.

d. The City, its agents, successors, and/or assigns shall have the right to inspect the Easement Property with or without notice to the Grantee.

3. Grantee's Use.

a. Grantee and Grantee's employees, agents, contractors, subcontractors, sublessees, licensees and their employees, agents, contractors and subcontractors may utilize the Access Easement solely for ingress and egress from Briarfield Road to the Leased Premises. The Utility Easement shall be used solely for the installation, construction, maintenance, operation, use, repair, and replacement of telephone, electrical power, fiber optics and such other utilities Grantee determines is necessary for its use of the Leased Premises. The City acknowledges that the Easements also include the installation, construction, maintenance, operation, repair and replacement of any and all improvements within the Easement Property (collectively, the "Utility Improvements") reasonably necessary or reasonably appropriate for the provision of utility services, and all reasonably necessary ingress and egress thereto and therefrom. In connection with the exercise of its rights pursuant to this Agreement, Grantee may permit Grantee's employees, agents, contractors, subcontractors, sublessees, licensees and their

employees, agents, contractors and subcontractors to enter upon the Easement Property for the purposes set forth herein and Grantee may grant licenses so long as Grantee remains responsible and liable for all obligations set forth in this Agreement.

Any unauthorized use is strictly prohibited, and Grantee shall neither use the Easements or the Easement Property, nor permit the use of the Easements or the Easement Property, in such a manner as to constitute a public nuisance.

b. Grantee shall limit its activities to the Easement Property and shall properly maintain the Easement Property and repair and restore any damage to the Property or any improvements located thereon caused by its use of the Property to install, construct, maintain, operate, repair or replace any Utility Improvements, reasonable wear and tear excepted.

4. Insurance. Grantee agrees to secure and maintain in full force and effect at all times during the term of this Agreement Commercial General Liability Insurance, including contractual liability and products and completed operations liability coverages with limits of One Million Dollars (\$1,000,000) per occurrence and One Million dollars (\$1,000,000) in the aggregate. Such insurance shall include the City as an additional insured. Grantee agrees to secure and maintain in full force and effect at all times during the term of this Agreement, or require its contractors performing services in the Easement Property to secure and maintain in full force and effect at all times during any service contract is in effect the following policies of insurance:

a. Workers' Compensation Insurance as required under Title 65.2 of the Code of Virginia.

b. Automobile Liability Insurance including coverage for non-owned and hired vehicles with a One Million Dollars (\$1,000,000) combined single limit.

All policies of insurance required herein shall be written by insurance companies licensed to conduct the business of insurance in the Commonwealth of Virginia and shall carry the provision that the insurance will not be canceled, except for non-payment of premium, without thirty (30) days' prior written notice to the City. Grantee shall submit a certificate or certificates of insurance to the City's Risk Management Administrator prior to the commencement of activities within the Easements or the Easement Property.

5. Indemnity. Grantee expressly agrees to indemnify, defend and hold harmless the City, and its agents, employees, volunteers, servants and officials from and against any and all claims, loss, damage, injury and liability however caused, including, but not limited to reasonable attorney's fees and litigation costs, resulting from negligence, misfeasance, malfeasance, or nonfeasance, arising out of, or in any way connected with activities in the Easements or the Easement Property by Grantee, its employees, contractors, subcontractors, licensees, consultants, subconsultants or by any other persons, corporations, or legal entities retained by Grantee to perform any activities in the Easements or the Easement Property. In connection with Grantee's activities in the Easements or the Easement Property, any costs associated with violations of the law including, but not limited to, remediation, clean up costs, fines, administrative, criminal or civil penalties or charges, and third party claims imposed on the

City by any regulatory agency or by any third party as a result of the noncompliance with federal, state or local environmental laws and regulations or nuisance statutes by Grantee or by contractors, subcontractors, licensees, consultants, subconsultants, or any other persons, corporations, or legal entities retained by Grantee, shall be paid by Grantee. This provision shall survive the termination of this Agreement.

6. Notice. Any and all notices required or permitted to be given under this Agreement to Grantee or the City, shall be in writing, postage and/or shipping and delivery pre-paid and shall be sent (i) by U.S. Postal Service Certified Mail with Return Receipt requested, (ii) via a national overnight (or 2nd day) courier service requiring a signature upon delivery (such as Federal Express), or (iii) hand-delivery (if receipt is evidenced by a signature of the addressee or authorized agent) to the addresses set forth below. The parties hereto shall each have the right to specify, from time to time, as its address for purposes of this Agreement, upon giving fifteen (15) days' written notice thereof to each other person then entitled to receive notices, instruments or communications hereunder.

If to City, to:

City of Hampton
22 Lincoln Street
Hampton, Virginia 23669
ATTN: City Manager

With copies to:

City Attorney's Office
22 Lincoln Street
Hampton, Virginia 23669
ATTN:

With copies to:

Dept of Information Technology
22 Lincoln Street, 6th Floor
Hampton, Virginia 23669
ATTN: Bill Agee

If to Grantee, to:

Crown Communication LLC
c/o Crown Castle USA Inc.
E. Blake Hawk, General Counsel
Attn: Legal - Real Estate Dept.
2000 Corporate Drive
Canonsburg, PA 15317

7. Binding Agreement. All the terms, covenants, representations, warranties and conditions of this Agreement shall be binding upon, and inure to the benefit of and be enforceable by the parties hereto and their respective successors and assigns, whether or not specifically set forth in any paragraph or section of this Agreement. Failure of any party at any time or times to require performance of any provision hereof shall in no manner affect the right at a later time to enforce the provisions. No waiver by either party of any condition, or the breach of any term, covenant, representation or warranty contained in this Agreement, whether

Big Bethel/Briarfield Road
BU 805887
PPAB 2018465v6

by conduct or otherwise, in any one or more instances, shall be deemed a further or continuing waiver of any condition or covenant, representation or warranty of this Agreement. The captions and paragraph headings are for convenience only and shall not be used in construing or enforcing any of the provisions of this Agreement. Wherever used herein, the singular shall include the plural, the plural shall include the singular and the use of any gender shall include all other genders.

8. Governing Law/Severability/Venue. This Agreement shall be deemed to be a Virginia contract and shall be governed as to all matters whether of validity, interpretations, obligations, performance or otherwise exclusively by the laws of the Commonwealth of Virginia, and all questions arising with respect thereto shall be determined in accordance with such laws. Regardless of where actually delivered and accepted, this Agreement shall be deemed to have been delivered and accepted by the parties in the Commonwealth of Virginia. The provisions of this Agreement shall be severable and if any phrase, clause, sentence or provision is declared unconstitutional, or the applicability thereof is held invalid by a court of competent jurisdiction, the remainder of this Agreement shall not be affected thereby. Any and all suits for any claims or for any and every breach or dispute arising out of this Agreement shall be maintained in the appropriate court of competent jurisdiction of the City.

9. Amendment. This Agreement may be amended only by a written instrument (i) duly authorized, executed and delivered by the City and Grantee, or their respective successors or assigns; and (ii) recorded among the land records of the Clerk's Office.

10. Recording. This Agreement shall be recorded at the Clerk's Office of the Circuit Court of the City of Hampton, Virginia.

11. Entire Agreement. This Agreement constitutes the entire agreement between the City and Grantee concerning the subject matter hereof, and supersedes any prior or contemporaneous agreements among the parties concerning the specific subject matter hereof.

WITNESS the following duly authorized signatures:

(Signatures on following pages)

CITY:

THE CITY OF HAMPTON, VIRGINIA, a
municipal corporation of the Commonwealth
of Virginia

By: Mary B. Bunting (SEAL)
Print Name: Mary B. Bunting
Title: City Manager

COMMONWEALTH OF VIRGINIA
^{City}
COUNTY OF Hampton

I, Donna L. Hodges, a Notary Public, do hereby certify that
Mary B. Bunting personally appeared before me this day and acknowledged that
~~he~~/she is the City Manager of the City of Hampton, Virginia, a municipal
corporation of the Commonwealth of Virginia, and that by authority duly given, and as the act of
Mary Bunting, City Mgr. City of Hampton, Virginia, the foregoing Deed of Easement
was signed in its name by her/him as its City Manager.

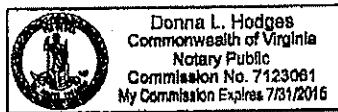
Given under my hand this 14th day of December, 2012.

Donna L. Hodges
Notary Public

Registration Number: 7123061

My Commission expires: July 31, 2015

[SEAL OR STAMP]



ATTEST:

Katherine K. Glass
Katherine K. Glass, Clerk of the Council

COMMONWEALTH OF VIRGINIA

City of Hampton
COUNTY OF Hampton

I, Christina E. Campana a Notary Public, do hereby certify that Katherine K. Glass personally appeared before me this day and acknowledged that she is the Clerk of the City of Hampton, Virginia, a municipal corporation of the Commonwealth of Virginia, and that by authority duly given, and as the act of Katherine K. Glass, Clerk of the Council for the City of Hampton, Virginia, the foregoing Deed of Easement was signed in its name by her as its Clerk of the Council.

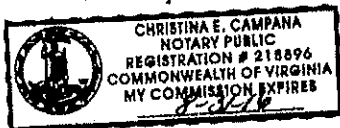
Given under my hand this 14th day of December, 2012.

Christina E. Campana
Notary Public

Registration Number: 218896

My Commission expires: 8-31-16

[SEAL OR STAMP]



Approved as to Legal Sufficiency:

Robert J. Callaghan
Sr. Deputy City Attorney

GRANTEE:

Crown Communication LLC,
a Delaware limited liability company

By: [Signature] (SEAL)
Print Name: Lisa A. Sedgwick
Title: RET Manager

STATE / COMMONWEALTH OF Texas
COUNTY OF Harris

I, Karina Angulo, a Notary Public, do hereby certify that
Lisa A. Sedgwick [name] personally appeared before me this day and
acknowledged that she is the RET Manager [title] of Crown
Communication LLC, a Delaware limited liability company, and that by authority duly given,
and as the act of Lisa A. Sedgwick [name], as
RET Manager [title] of Crown Communication LLC, a
Delaware limited liability company, the foregoing Lease Agreement was signed in its name by
her as its RET Manager [title].

Given under my hand this 26 day of November, 2012.

Notary Public

Registration Number: MA

My Commission expires: 9-19-16

[SEAL OR STAMP]

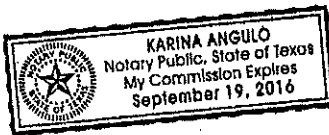
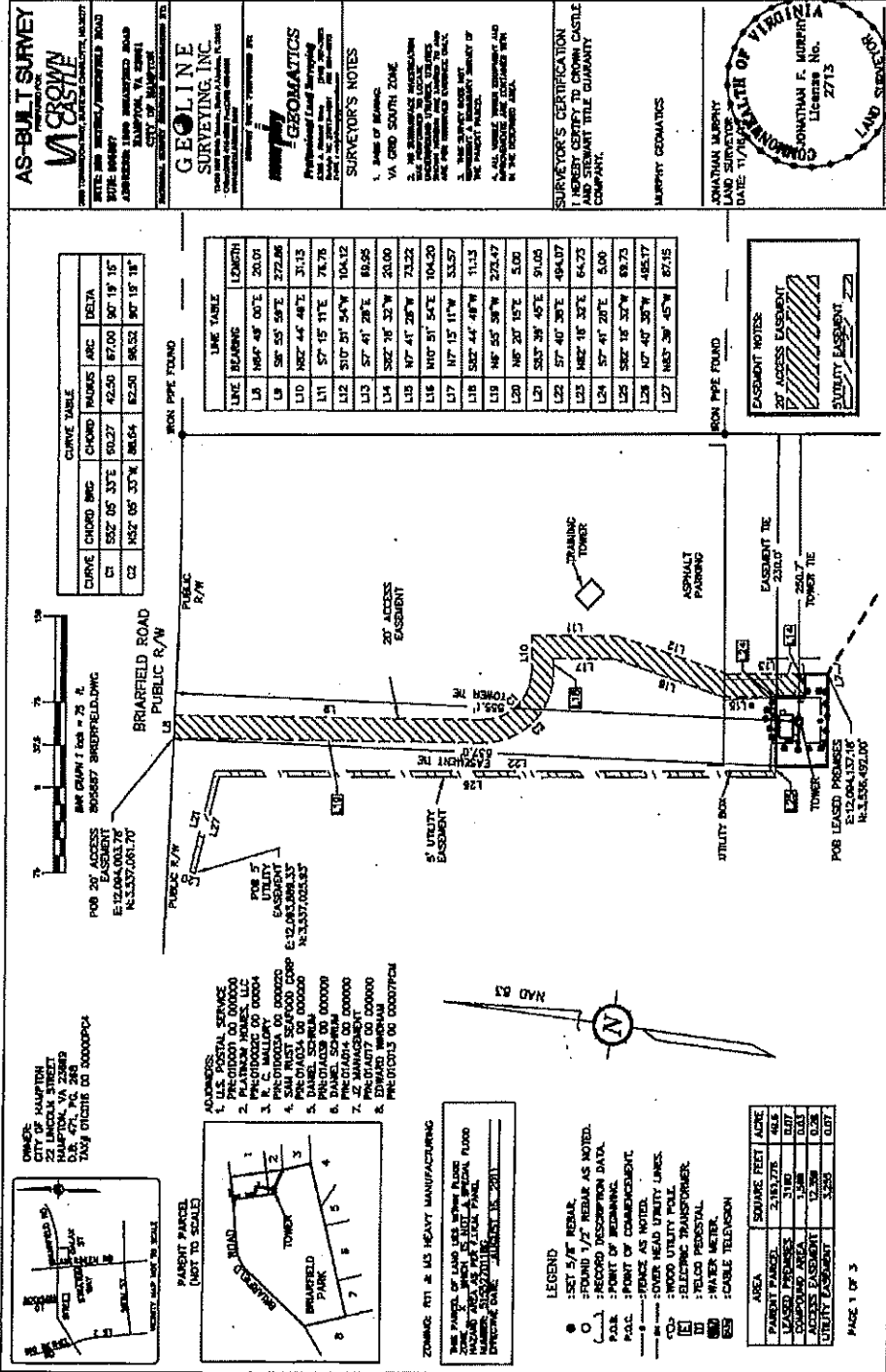


EXHIBIT A

[Attached Hereto]



AS-BUILT SURVEY
PROFESSIONAL SURVEYOR
MURPHY
 1000 W. MARKET STREET, SUITE 100
 CHARLOTTE, NC 28202
 PHONE: 704.375.1111
 FAX: 704.375.1112
 EMAIL: MURPHY@MURPHY-SURVEYING.COM
 LICENSE NO. 27173

GEOLINE SURVEYING INC.
 1000 W. MARKET STREET, SUITE 100
 CHARLOTTE, NC 28202
 PHONE: 704.375.1111
 FAX: 704.375.1112
 EMAIL: MURPHY@GEOLINE-SURVEYING.COM
 LICENSE NO. 27173

GEO MATICS
 PROFESSIONAL LAND SURVEYING
 1000 W. MARKET STREET, SUITE 100
 CHARLOTTE, NC 28202
 PHONE: 704.375.1111
 FAX: 704.375.1112
 EMAIL: MURPHY@GEO-MATICS.COM
 LICENSE NO. 27173

SURVEYOR'S NOTES

1. NAME OF WORK: VA CRD SOUTH ZONE
2. DATE OF SURVEY: 04/29/13
3. THE SURVEY WAS MADE IN ACCORDANCE WITH THE SURVEYING ACT OF 1968 AND THE RULES AND REGULATIONS OF THE BOARD OF SURVEYING AND MAPPING.
4. ALL NECESSARY CORRECTIONS AND ADJUSTMENTS WERE MADE IN ACCORDANCE WITH THE RULES AND REGULATIONS OF THE BOARD OF SURVEYING AND MAPPING.

SURVEYOR'S CERTIFICATION
 I HEREBY CERTIFY TO CROWN CASTLE AND STEWART TITLE GUARANTY COMPANY.
 MURPHY GEOMATICS
 JONATHAN MURPHY
 LAND SURVEYOR
 DATE: 4/29/13



CURVE TABLE

CURVE	CHORD BEG	CHORD END	CHORD	ARC	DELTA
C1	S82°05'33"E	S02.27	62.50	67.00	90°19'15"
C2	N52°05'33"W	N63.64	62.50	68.52	90°19'18"

LINE TABLE

LINE	BEARING	LENGTH
L1	N64°48'00"E	20.01
L2	S8°55'55"E	272.06
L3	N62°44'48"E	31.13
L4	S7°15'11"E	78.76
L5	S10°31'54"W	104.12
L6	S7°41'28"E	89.85
L7	S82°16'32"W	20.00
L8	N7°41'28"W	73.22
L9	N10°31'54"E	104.20
L10	N7°15'11"W	53.57
L11	S82°44'48"W	11.13
L12	N8°55'38"W	273.47
L13	N8°20'15"E	5.00
L14	S33°38'45"E	91.05
L15	S7°40'38"E	494.07
L16	N62°16'32"E	64.73
L17	S7°41'28"E	5.00
L18	S82°16'32"W	89.73
L19	N7°40'38"W	495.17
L20	N63°38'45"W	87.15

EASEMENT NOTES

- 1. 20' ACCESS EASEMENT
- 2. 5' UTILITY EASEMENT

OWNER:
 CITY OF HAMPTON
 1000 W. MARKET STREET
 HAMPTON, VA 23060
 D.B. # 47, P.C. 288
 TAXY DTICHE OO 000000P4

- ADJACENT PARCELS:**
1. U.S. POSTAL SERVICE
 2. PRE-010001 OO 000000
 3. PLATMAN HOMES, LLC
 4. PRE-010002 OO 000000
 5. PRE-010003 OO 000000
 6. PRE-010004 OO 000000
 7. PRE-010005 OO 000000
 8. DANIEL SCHWAB
 9. PRE-010006 OO 000000
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AS-BUILT SURVEY
McGraw Hill Construction
McGraw Hill Construction
 1221 AVENUE OF THE AMERICANS, SUITE 1500
 NEW YORK, NY 10020-1396
 212 512 2000
 WWW.MCGRAWHILLCONSTRUCTION.COM

GEOLINE SURVEYING, INC.
 1000 W. MARKET STREET, SUITE 200
 HANOVER, VA 22060
 703 441 1100
 WWW.GEOLINE.COM

IGROMATICS
 Professional Land Surveying
 1000 W. MARKET STREET, SUITE 200
 HANOVER, VA 22060
 703 441 1100
 WWW.IGROMATICS.COM

SURVEYOR'S NOTES

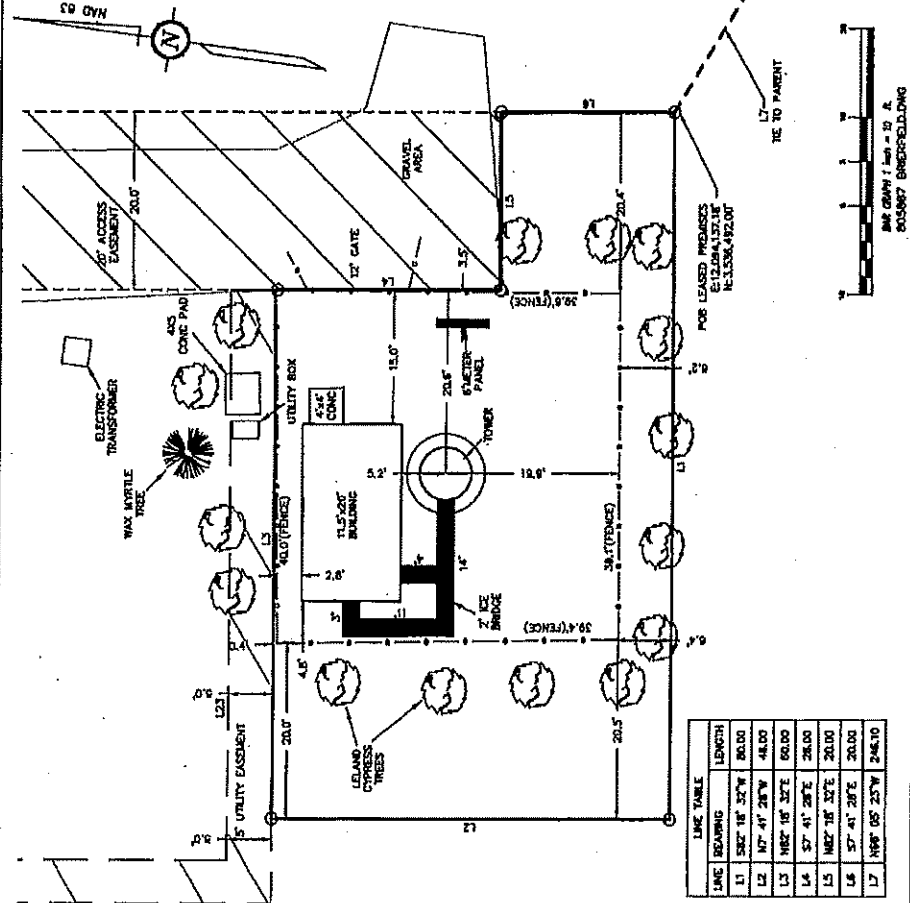
1. NAME OF SURVEY: VA GRID SOUTH ZONE
2. DATE OF SURVEY: 08/14/2011
3. THIS SURVEY WAS CONDUCTED IN ACCORDANCE WITH THE SURVEYING ACT OF 1954 AND THE REGULATIONS THEREUNDER.
4. ALL POINTS WERE MEASURED AND PLANNED TO BE PERMANENT.

SURVEYOR'S CERTIFICATION
 I, **STEPHEN T. CROWN**, CERTIFIED SURVEYOR AND STEWART TITLE GUARANTY COMPANY.

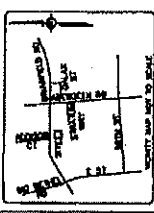
MURPHY GEOMATICS

LAND SURVEYING
 DATE: _____

COMMONWEALTH OF VIRGINIA
 JONATHAN F. MURPHY
 License No. 2713
 LAND SURVEYOR



LINE NUMBER	BEARING	LENGTH
L1	S82° 18' 37" W	80.00
L2	N77° 41' 28" W	48.00
L3	N82° 18' 37" E	60.00
L4	S77° 41' 28" E	28.00
L5	N82° 18' 37" E	20.00
L6	S77° 41' 28" E	20.00
L7	N82° 05' 37" W	246.10



OWNER:
 HANAPTON
 22 LINDEN STREET
 HANAPTON, VA 22060
 703 441 1100
 1000 OTTOMAN DRIVE, SUITE 200

ZONING: RT1 & US HEAVY MANUFACTURING

THE PARCEL OF LAND USES SHOWN HEREON ARE ZONED RT1 WHICH IS A SPECIAL FLOOD HAZARD AREA AS SHOWN ON THE FLOOD HAZARD MAP OF THE COUNTY OF SPOTSYLDEN, VIRGINIA, DATED JANUARY 15, 2011.

- LEGEND**
- SET 5/8" REBAR.
 - FOUND 1/2" REBAR AS NOTED.
 - RECORD DESCRIPTION DATA.
 - PA: POINT OF BEGINNING.
 - PA-C: POINT OF COMMENCEMENT.
 - FORCE AS NOTED.
 - 3/4" IRON UGILITY POLE UNCE.
 - TELECOM TRANSFORMER.
 - TELECOM POSTAL.
 - WATER METER.
 - CABLE TELEVISION.

AREA	SQUARE FEET	ACRE
PARENT PARCEL	2,161,278	49.8
LEASED PREMISES	3,118	0.07
COMPOUND AREA	1,949	0.04
ACCESS EASEMENT	17,289	0.39
UTILITY EASEMENT	3,225	0.07

