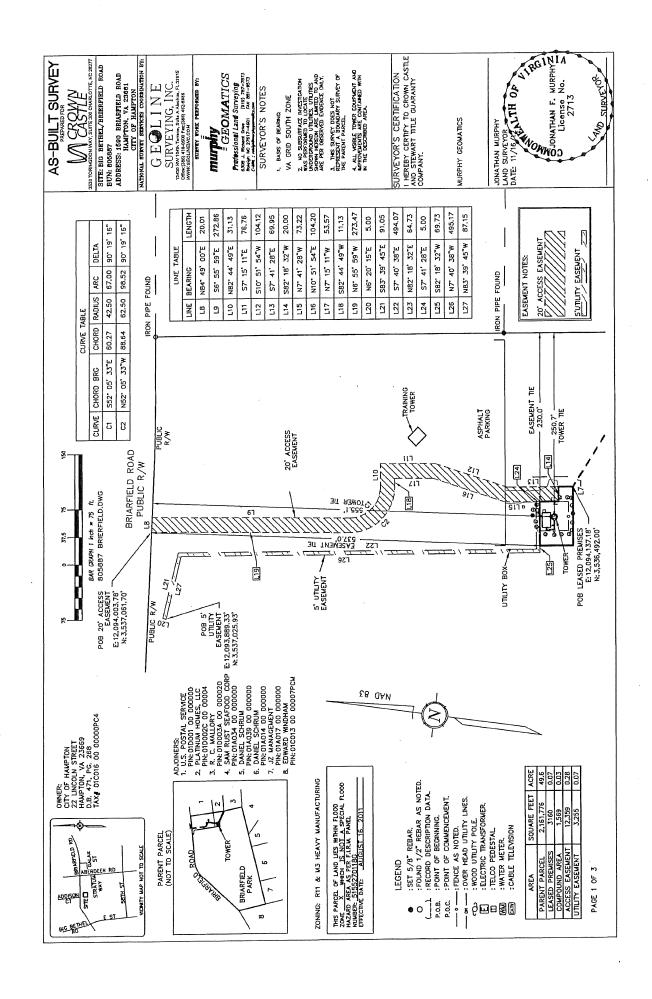
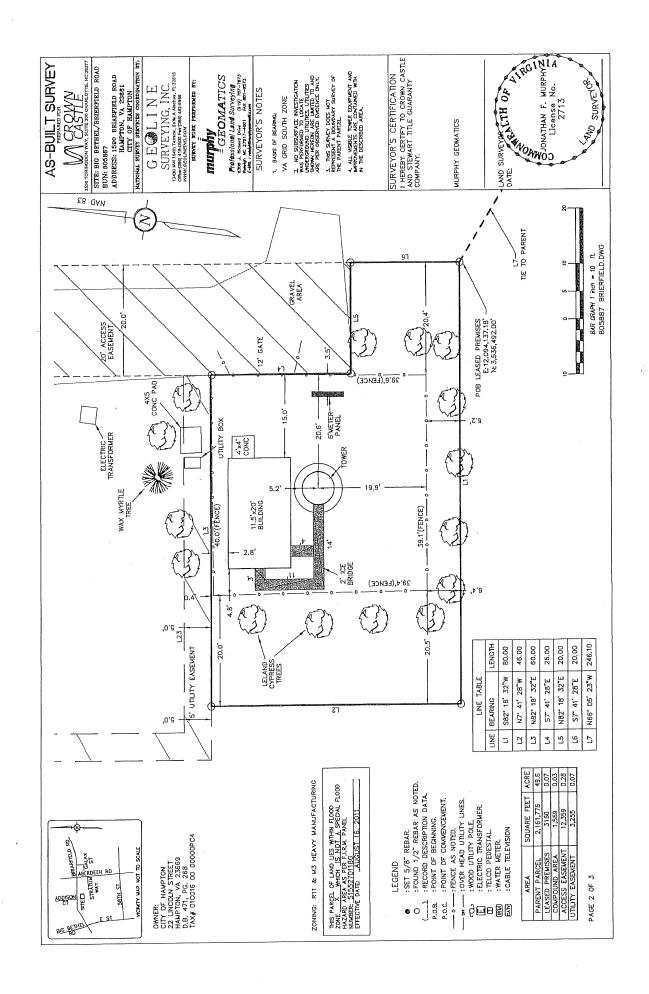
EXHIBIT A

Legal Description of Leased Premises, Site Plan and Landscaping Plan

[See Attached Survey]







OWNER: CITY OF HAMPTON 22 LINCOLN STREET HAMPTON, VA 23669 D.B. 471, PC. 268 TAX# 01C016 00 00000PC4

LECAL DESCRIPTION OF: Leased Premises from the Plane Coordinates (NADB3 South): E.12,094,137.18 — and—N.3.535,492.00); them the POINT OF BESINANING through Significant to point; Thence, N. 921'8' 32" W for a distance of 80.00 feet to a point; Thence, N. 92'8' 32" W for a distance of 80.00 feet to a point; Thence, S. 97'41' 28" E for a distance of 20.00 feet to a point; Thence, S. 97'41' 28" E for a distance of 20.00 feet to a point; Thence, S. 97'41' 28" E for a distance of 20.00 feet to a point; Thence, S. 97'41' 28" E for a distance of 20.00 feet to a point; Thence, S. 97'41' 28" E for a distance of 20.00 feet to a point; Thence, S. 97'41' 28" E for a distance of 20.00 feet to a point; Thence, S. 97'41' 28" E for a distance of 20.00 feet to a point.

From the PONT OF EGNNIND being on the southern right of way of Brierfield road(Public) and Having Virginia State Plane From the PONT OF BEGNNIND being an the southern right of way of Brierfield road(Public) and Having Virginia State Plane Coordinates (NADBS South): E-12.094.003.78' —and—N.3.537.061.70'; Thence with soid right of way N 84' 49' 90' E o distance of 22.08' feet to the beginning of a curve, Soid curve, turning to the left through an ongle of 90' 19' 16', having a roadus of 42.05 feet, and whose long chard bears S.52' 105' 33' E for a distance of 51.37 feet to a point. Thence, S. 07' 15' 11' E for a distance of 75.15 feet to a point. Thence, S. 07' 15' 11' E for a distance of 75.05 feet to a point. Thence, S. 07' 14' 26' E for a distance of 75.05 feet to a point. Thence, S. 07' 14' 26' W for a distance of 73.00 feet to a point. Thence, S. 07' 14' 26' W for a distance of 73.00 feet to a point. Thence, R. 07' 15' 11' W for a distance of 73.00 feet to a point, thence, N. 07' 15' 11' W for a distance of 73.00 feet to a point, through on maje of 90' 19' 16', howing a roadia so 62.50 feet, and whose long chard hears N. 52' 8' 8' for a distance of 33.37 feet to a point, through on maje of 90' 19' 16', howing a roadia so 62.50 feet, and whose long chard hears N. 52' 8' for a distance of 33.37 feet to a point, through on maje of 90' 19' 16', howing a roadia of 82.50 feet to a point, through on maje of 90' 19' 16', howing a roadia of 23.33' feet to a point on the southern right of way of distance of 88.64 feet, Thence, N. 06' 55' 59' W for a distance of 23.34 feet to a point on the southern right of way of distance of 88.64 feet. Thence, N. 06' 55' 59' W for a distance of 23.34 feet to and - 0.28 Acres.

LEGAL DESCRIPTION OF: 5' Utility Ecasement Tender of the Coordinates (NADB3 South); E:12.093,889.33' —and— N:3.537,025.93'; From the POINT OF BECKINNING Hown, Wignin's STRE (NADB3 South); E:12.093,889.33' —and— N:3.537,025.93'; From the North OF Economic Coordinates of StO feet to a point. Thence, S 07 40' 28' E for a distance of 494.07 feet to a point. Thence, N 07 40' 28' E for a distance of 494.07 feet to a point. Thence, N 07 40' 28' E for a distance of 500 feet to a point. Thence, S 07 41' 28' E for a distance of 500 feet to a point. Thence, N 07 40' 28' W for a distance of 495.17 feet to a point. Thence, N 07 40' 28' W for a distance of 495.17 feet to a point. Thence, N 83' 39' 45' W for a distance of 69.73 feet Containing 3.225 square feet—and—0.07 Acres.

ZONING: R11 & M3 HEAVY MANUFACTURING

THE PARCEL OF LAND LES WITHIN FLOOD
JONE X WHICH IS NOT A SPECIAL FLOOD
HAZARD AREA AS PER FIRM PANEL
WHARES SISSZYOTIBE
EFFECTIVE DATE: AUGUST 16, 2011

LEGEND

FOUND 1/2" REBAR AS NOTED. RECORD DESCRIPTION DATA. :SET 5/8" REBAR. • O \\ \\ P.0.8, \\ P.0.0, \\ P.0.0,

: POINT OF COMMENCEMENT. : POINT OF BEGINNING.

שייייי :FBNCE AS אייונטי.

ש אייייי :OYER HEAD UTILITY LINES.

מ : WOOD UTILITY POLE. :ELECTRIC TRANSFORMER.

CABLE TELEVISION : TELCO PEDESTAL : WATER METER. ∂⊡日暑傷 SQUARE FEET ACRE PARENT PARCEL AREA

PAGE 3 OF 3

AS-BUILT SURVEY CASHE

SITE: BIG BETHEL/BRIERFIELD ROAD BUN: 805857 HAMPTON, VA 23651
CITY OF HAMPTON
HATJONAL SURVEY STEWNCES COORDINATION ADDRESS: 1590 BRIARFIELD ROAD

SURVEYING, INC. 13.50 HAYDON TO SUB A ABABA, FLUSEIS OFFENDED FEEDERS FEEDERS FEEDERS WHY GEOLUSEING GOA GEGLINE

THE CHARGOLISM NICH LINES

EGEOMATICS

Professional Land Surveying 600 a Robert Dive (819) 707-707 Reson to 27877-601 Fix 881-9537 CHR : religious propertions SURVEYOR'S NOTES

1. BASIS OF BEARING

VA CRID SOUTH ZONE

2. MO SIBSTIFACE MASSINGLAND

WAS PERCONED TO LOCATE

UNDERGROWN DUTLIES JULIES

SOWN HERROW ARE LANTED TO AND

ARE PER OBSERVED ENDERCE ONLY.

I. THIS SURVEY DOES NOT REPRESENT A BOUNDARY SURVEY OF THE PARENT PARCEL.

4, ALL WSBLE TOWER EDUPWENT AND MARROYEMENTS ARE CONTANED WITH IN DIE DESCRIBED AREA.

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

MURPHY GEOMATICS

CO LICENSE No. 2713 LAND SURVEYOR DATE:

EXHIBIT B

See attached Form of Memorandum of Lease Agreement

Prepared by	& after recording return to:
	LRSN: 1000275
	MEMORANDUM OF LEASE
Virginia, hav referred to as a Delaware	Memorandum of Lease is dated this day of, 2022, by and <u>CITY OF HAMPTON</u> , Virginia, a municipal corporation of the Commonwealth of ring a mailing address of 22 Lincoln Street, Hampton, Virginia 23669 (hereinafter "Landlord", to be indexed as grantor) and <u>CROWN COMMUNICATION LLC</u> , limited liability company, having a mailing address of 2000 Corporate Drive, 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, 2022, for the purpose of 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, 2022, and expiring on the five (5) year anniversary date, 2027.

- 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.

[SIGNATURES ON FOLLOWING PAGES]

LANDLORD:

THE CITY OF HAMPTON, VIRGINIA, a municipal corporation of the Commonwealth of Virginia By:_____(SEAL)
Print Name:_____ Title:_____ 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 _____, 2022.

[SEAL OR STAMP]

Notary Public

COMMONWEALTH OF VIRGINIA

Registration Number:

My Commission expires:

CITY OF HAMPTON

ATTEST:	
Katherine K. Glass, Clerk of the Council	
COMMONWEALTH OF VIRGINIA	
COUNTY OF	
City of Hampton, Virginia, a municipal corpor by authority duly given, and as the act of Katho	a Notary Public, do hereby certify that Katherine lay and acknowledged that she is the Clerk of the ration of the Commonwealth of Virginia, and that the crine K. Glass, Clerk of the Council for the City of the Lease was signed in its name by her as its
Given under my hand this day of	, 2022.
Notary Public	
Registration Number:	
My Commission expires:	
[SEAL OR STAMP]	
Approved as to Legal Sufficiency:	
Deputy City Attorney	

TENANT:

Crown Communication LLC,

	a Delaware limited liabil	ity company
	By:	(SEAL)
	Print Name:	
	Title:	
STATE / COMMONWEALTH OF		
CITY/COUNTY OF		
acknowledged that he is the Communication LLC, a Delaware lim	[name] personally appeared nited liability company, and the	before me this day and [title] of Crown at by authority duly given,
Delaware limited liability company, th	[title] of Crown	
by him as its		ease was signed in its name
Given under my hand this day of		
Notary Public		
Registration Number:		
My Commission expires:		

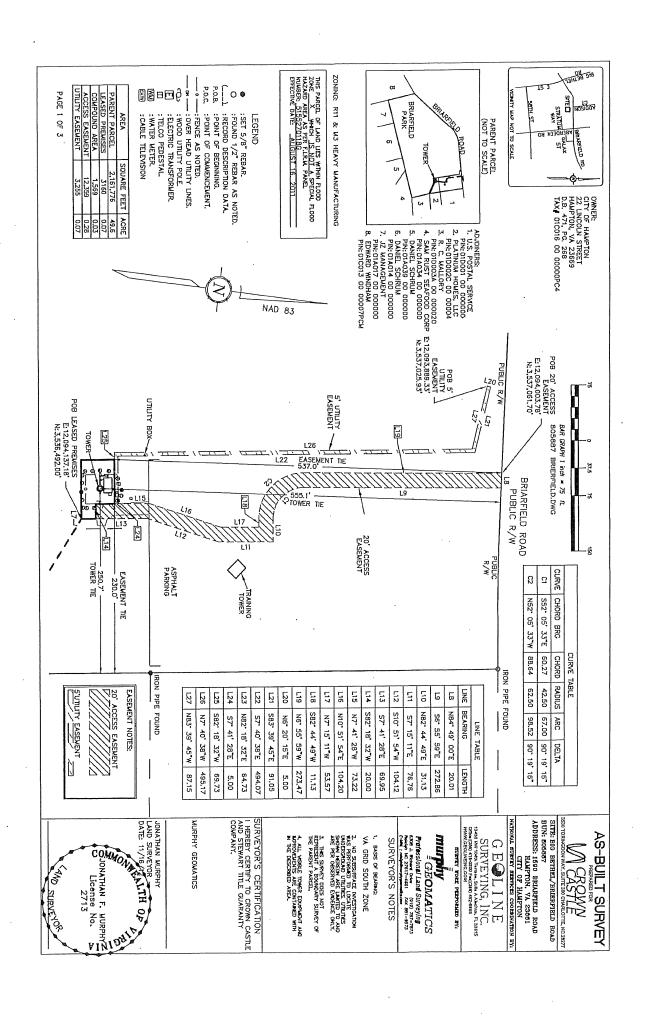
[SEAL OR STAMP]

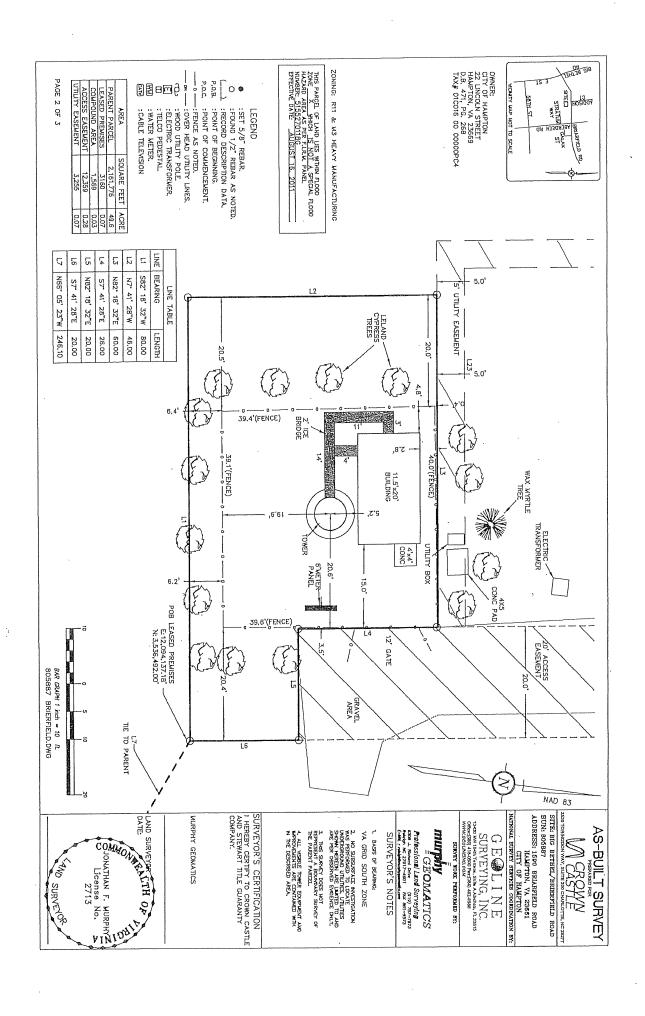
EXHIBIT 1

DESCRIPTION OF PREMISES

The Premises are described and/or depicted as follows:

[See attached survey.]







OWNER:
CITY OF HAMPTON
22 LINCOLN STREET
HAMPTON, VA 23669
D.B. 471, PC, 268
TAX# 01C016 00 00000PC4

ZONING: R11 & M3 HEAVY MANUFACTURING

THIS PARCEL OF LAND LES WITH PLOOD
ZOME X WHICH IS NOT A SPECIAL FLOOD
HAZARD AFEA AS PER FLEM. PANEL
HAZARD AFEA AS AFEA FLEM. PANEL
HAZARD AFEA AS ALBUIST 16, 2011

P.O.B. : POINT OF BEGINNING. :SET 5/8" REBAR. :FOUND 1/2" REBAR AS NOTED. RECORD DESCRIPTION DATA

P.O.C. : POINT OF COMMENCEMENT. -- ; FENCE AS NOTED. OVER HEAD UTILITY LINES.

WOOD UTILITY POLE. TELCO PEDESTAL

| | \$ 6000 CABLE TELEVISION WATER METER.

PARENT PARCEL COMPOUND AREA AREA SQUARE FEET

PAGE 3 OF 3

LEGAL DESCRIPTION OF: 20' Access Easement

From the POINT OF BECSININO Schage on the southern right of way of Briefield road(Public) and Having Virginia State Plane From the POINT OF BECSININO Schage on the southern right of way of Briefield road(Public) and Having Virginia State Plane Coordinates (NADB3 South): E12(394,003,78° -amd- N.3,537,061,70°); Thence with said right of way N 84° 49° 00° E a distance of 2011 feet to a point; Thence the beginning said right of way. S 06° 55° 59° E for a distance of 272.86 feet to the beginning of a curve. Soid 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 52° 05° 35° E for a distance of 50.27 feet. Thence, N 82° 44′ 49° E for a distance of 31.13 feet to a point. Thence, S 07° 41′ 28° E for a distance of 59.95 feet to a point. Thence, S 10° 51′ 8′ W for a distance of 104.12 feet to a point. Thence, N 10° 51′ 54′ E for a distance of 104.20 feet to a point. Thence, N 10° 51′ 54′ E for a distance of 104.20 feet to a point. Thence, N 10° 51′ 54′ E for a distance of 104.20 feet to a point. Thence, N 10° 51′ 54′ E for a distance of 104.20 feet to a point. Thence, N 10° 51′ 54′ E for a distance of 104.20 feet to a point. Thence, N 10° 51′ 54′ E for a distance of 104.20 feet to a point. Thence, N 10° 51′ 54′ E for a distance of 104.20 feet to a point. Thence, N 10° 51′ 54′ E for a distance of 104.20 feet to a point. Thence, N 10° 51′ 54′ E for a distance of 104.20 feet to a point. Thence, N 10° 51′ 54′ E for a distance of 104.20 feet to a point. Thence, N 10° 51′ 54′ E for a distance of 104.20 feet to a point. Thence, N 10° 51′ 54′ E for a distance of 104.20 feet to a point. Thence, N 10° 51′ 54′ E for a distance of 104.20 feet to a point. Thence, N 10° 51′ 54′ E for a distance of 104.20 feet to a point. Thence, N 10° 51′ 54′ E for a distance of 104.20 feet to a point. Thence, N 10° 51′ E for a distance of 104.20 feet to a point. Thence, N 10° 51′ E for a distance of 104.20 feet to a point. Thence, N 10° 51′ E for a distance of 104.20 feet to a point.

LEGAL DESCRIPTION OF: 5' Utility Egrement
From the POINT OF BEGINNING Having Virginia State Plane Coordinates (NADB3 South): E:12,093,889.33' -and- N:3.537,025.93':
Thence N 06: 70' 16'' E a distance of 5.00 feet to a point; Thence, S 83'' 36'' E for a distance of 91.05 feet to a point;
Thence, S 07'' 40'' 38'' E for a distance of 49.407 feet to a point; Thence, N 82'' 18'' 32'' W for a distance of 64.73 feet to a point; Thence, S 07'' 40'' 38'' E for a distance of 69.73 feet to a point; Thence, N 07'' 40'' 38'' 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 3.23'' S equal to the Point Of BEGINNING; Ontaining 3.23'' S equal to the Point Of S equal to the Point Of

AS-BUILT SURVEY M CRSME

SITE: BIG BETHEL/BRIERFIELD ROAD BUN: 805887

ADDRESS: 1590 BRIARFIELD ROAD

GEGLINE

CITY OF HAMPTON

SURVEYING, INC.
30 M/104th Tarresa, Sulfa A Aberbua, FL 32515
20500 410-0500 Freezood 452-9666
20 GEDUNEING.COM SALAMAN MORT LEGACINES AN:

Auglmu

SURVEYOR'S NOTES Professional Land Surveying
Stock Research File (NIS) 707-7073
Stock NC 27817-861 (AVX 881-8573
Cast : retrieves

BASIS OF BEARING

VA GRID SOUTH ZONE

2. NO SUBSURFACE MACENCATION

WAS PERFORMED TO LOAD TO

MORE PERFORMED TO LAND

SHOWN HEREON ARE LIMITED TO AND

ARE PER OBSERVED ENDERCE ONLY.

IL THIS SURVEY DOES NOT REPRESENT A BOUNDARY SURVEY OF THE PARENT PARCEL

ALL VISBLE TOWER EQUIPMENT AND PROVEMENTS ARE CONTAINED WITH THE DESCRIBED AREA.

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

MURPHY GEOMATICS

LAND SURVEYOR -

C License No. 2713

EXHIBIT C

See attached Deed of Easement

130006638

PG 0 0 2 7 APR 29 2

Prepared by/Ruturn to: Vanessa T. Valldejuli VSB # 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 Aday of Cleaner, 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

- 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)
- City's Reserved Rights. The Easements are subject to the following rights reserved by the City:
- 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;
- 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
- 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.
- 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 Usc.

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 Big Bethel/Briarfield Road BU 805887 PPAB 2018465v6

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. <u>Insurance</u>. 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 polices 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 Big Bethel/Briarfield Road

BŪ 805887 PPAB 2018465v6

PG 0 0 3 0 APR 29 2

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 prepaid 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

PG 0 0 3 1 APR 29 2

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. <u>Amendment</u>. 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. <u>Entire Agreement</u>. 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)

Big Bethel/Briarfield Road BU 805887 PPAB 2018465v6

PG 0 0 3 2 APR 29 2

CITY:

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

COMMONWEALTH OF VIRGINIA

country of Hampton

1, Dona Hoos, a Notary Public, do hereby certify that Mary B. Blatting personally appeared before me this day and acknowledged that he she is the City of Hampton, Virginia, a municipal corporation of the Commonwealth of Virginia, and that by authority duly given, and as the act of May Busting City Mar City of Hampton, Virginia, the foregoing Deed of Easement was signed in its name by her laim as its City Marager.

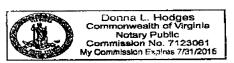
Given under my hand this Hit day of December, 2012.

Notary Public & Hodger

Registration Number: 7123061

My Commission expires: July 31, 2015

[SEAL OR STAMP]



Big Bethel/Briarfield Road BU 805887 PPAB 2018465v6

PG 0 0 3 3 APR 29 2

ATTEST:

Katherine K. Glass, Clerk of the Council

COMMONWEALTH OF VIRGINIA

Cimpand 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.

Notary Public

Registration Number:_

My Commission expires:

[SEAL OR STAMP]



CHRISTINA E. CAMPANA NOTARY PUBLIC REGISTRATION # 218896 DMMONWEALTH OF VIRGIN

Approved as to Legal Sufficiency:

Sr. Deputy City Attorney

Big Bethel/Briarfield Road BU 805887 PPAB 2018465v6

PG 0 0 3 4 APR 29 5

GRANTEE:

Crown Communication LLC, a Delaware limited liability company Print Name: __ Title: **RET Manager** HXAS COUNTY OF a Notary Public, do hereby certify that [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 150 A. Ser Awick [name], as [title] of Crown Communication LLC, a Delaware limited liability company, the foregoing Lease Agreement was signed in its name by limit as its The Manager [title]. lam as its ember, 2012. Given under my hand this KARINA ANGULO otary Public, State of Texas My Commission Expires September 19, 2016 Notary Public Registration Number:

Big Bethel/Briarfield Road BU 805887 PPAB 2018465v6

My Commission expires:

[SEAL OR STAMP]

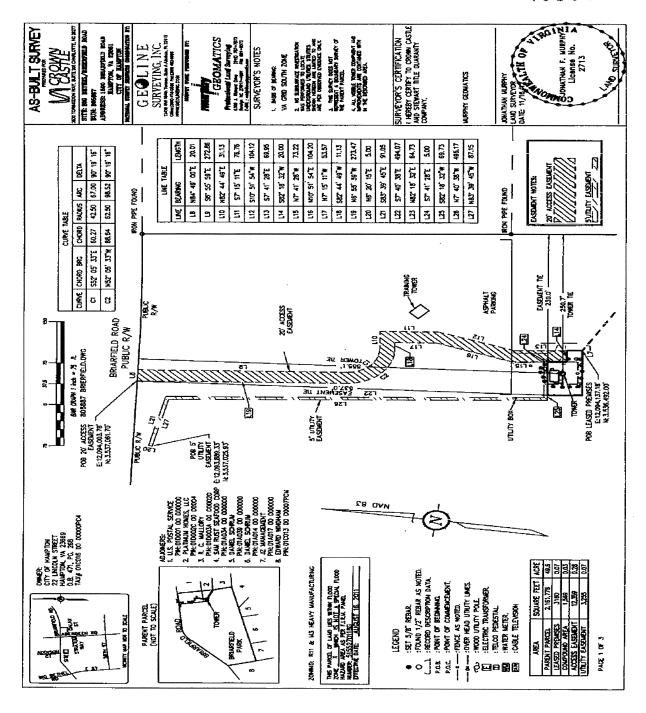
PG 0 0 3 5 APR 29 2

EXHIBIT A

[Attached Hereto]

Big Bethel/Briarfield Road BU 805887 PPAB 2018465v6

PG 0 0 3 5 MPR 29 2



PG 0 0 3 7 APR 29 2

