

Site ID: WA73XC247

WATER TOWER COMMUNICATIONS  
SITE LEASE AGREEMENT

FOR

Sprint Spectrum LLC

Site ID: WA73XC247

## **WATER TOWER COMMUNICATIONS SITE LEASE AGREEMENT**

THIS WATER TOWER COMMUNICATIONS SITE LEASE AGREEMENT ("Agreement") is made as of this \_\_\_\_\_ day of \_\_\_\_\_, 2021 ("Effective Date"), by and between the TOWN OF PURCELLVILLE, a municipal corporation with an address of 221 South Nursery Avenue, Purcellville, Virginia 20132 (hereinafter called "Lessor") and Sprint Spectrum LLC, a Delaware limited liability company (hereinafter called "Lessee"). Lessor and Lessee are at times collectively referred to hereinafter as the "Parties" or individually as the "Party."

WHEREAS, Lessor is the owner of the approximately 200 foot tall water tank (the "Water Tower") situated on 1.0 acres, more or less, and located at 311 North Maple Avenue in the Town of Purcellville (hereinafter the "Property");

WHEREAS, the Lessee desires to occupy a portion of the Property, to include (i) space on the Water Tower on the tank corral with an antenna centerline at approximately 198'6" AGL, to which Lessee shall attach antennas and ancillary equipment subject to the terms of this Agreement; (ii) approximately 12' feet by 20' feet area for accessory equipment area on the ground below the Water Tower, and approximately 6' feet by 10' feet in area for permanent generator and such other antennas and microwave dishes, air conditioned equipment shelters and/or base station equipment, cable, wiring, power sources (including generators and fuel storage tanks), related equipment and structures (the "Equipment Area"); and underground conduit and additional space on the Water Tower containing cabling connecting the antennas and the Equipment Area.

NOW, THEREFORE, the Parties agree as follows:

### **1. Leased Premises.**

(a) Lessor, subject to the terms and conditions hereof and any covenants, conditions and restrictions recorded against the Property, hereby leases to Lessee and Lessee leases from Lessor a portion of the Property as described in **Exhibit A** attached

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hereto and made a part hereof (the "Leased Premises"). Lessee shall have the right to occupy the Leased Premises for the Term (as hereinafter defined) and to install, maintain, repair, and operate Lessee's antennas, cabinets, Equipment Area and other facilities (collectively, the "Equipment") at Lessee's sole expense for the Permitted Use (as hereinafter defined). Lessor hereby waives any and all lien rights it may have concerning the Equipment, which is Lessee's personal property. The Leased Premises shall include such additional space at the Property that is approved by Lessor for the Lessee's installation, operation and maintenance of wires, cables, conduits and pipes running between and among the Equipment and connecting the Equipment to Lessor-approved electrical and telephone utility sources located on the Property, all as described on **Exhibit A**. Lessee acknowledges and agrees that it has had an opportunity to inspect the Property and the Leased Premises and that the Property and Leased Premises shall be provided in "as is" condition by Lessor. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED FOR HEREIN, (I) LESSOR EXPRESSLY DISCLAIMS ALL WARRANTIES AND REPRESENTATIONS AS TO THE CONDITION OF THE PROPERTY OR LEASED PREMISES (INCLUDING WITHOUT LIMITATION THAT THE LEASED PREMISES ARE SUITABLE FOR THE PERMITTED USE HEREUNDER OR AS TO THE CONDITION OF ANY ELECTRICAL OR COMMUNICATIONS SERVICES), AND (II) LESSEE ACKNOWLEDGES AND AGREES THAT LESSOR HAS MADE NO REPRESENTATION OR WARRANTY AS TO THE CONDITION OF THE LEASED PREMISES OR PROPERTY AND THAT LESSEE IS SOLELY RELYING UPON ITS OWN INSPECTION OF THE PROPERTY AND LEASED PREMISES IN ENTERING INTO THIS AGREEMENT.

(b) Due to Lessor's modifications to the Water Tower, Lessee is currently operating temporary communications facilities ("Temporary Equipment") at a temporary location leased by Lessor to Lessee on the Property ("Temporary Leased Premises"). The Temporary Equipment and Temporary Leased Premises are described and depicted on Exhibit A-1, attached hereto. Upon completion by AT&T Wireless of the installation of its facilities on the Water Tower, Lessee may commence installation of Lessee's Equipment at the Leased Premises as shown on Exhibit A upon written notice to the Town, which may be made by email. Lessee agrees to remove the Temporary Equipment from the Temporary Leased Premises within sixty (60) days following the

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commencement of commercial operation of the Equipment from the Leased Premises. Until such time as Lessee removes the Temporary Equipment from the Property, any and all references to the Equipment in the Agreement shall refer to and mean both the Equipment and Temporary Equipment and any and all references in the Agreement to the Temporary Leased Premises shall refer to and mean both the Temporary Leased Premises and Premises. From and after the removal of the Temporary Equipment from the Temporary Leased Premises, Exhibit A-1 shall be deemed deleted in its entirety.

## **2. Use of Leased Premises.**

(a) The Leased Premises shall be used only for transmitting or receiving wireless communications by means of transmitting/receiving facilities authorized for use at the Leased Premises by the Federal Communications Commission (the "FCC"), and using frequencies authorized by the FCC (the "Permitted Use"). All Equipment is to be installed, erected and maintained by Lessee at the Leased Premises as shown, located and marked on **Exhibit A**.

(b) Lessee's Equipment shall not cause the Property to exceed the FCC radiated power density maximum permissible exposure ("MPE") limits for workers and the general public. In the event excess radiated power densities occur subsequent to the installation of Lessee's Equipment, the parties shall cooperate to determine the source thereof. If an increase in Lessee's emitted power is the source, Lessee shall take all action to promptly eliminate such excess and to fulfill its RF exposure obligations, but in no event shall such action take longer than fifteen (15) days.

(c) In addition to the Leased Premises, Lessee shall be permitted to use the right-of-way reasonably agreed upon by Lessor and Lessee for ingress and egress to and from the Leased Premises for the use and benefit of the Leased Premises, or such other right-of-way of similar dimensions as Lessor may designate during the term of this Agreement pursuant to the terms of Paragraph 2(f) below.

(d) Under no circumstances shall the Lessee's use of the Leased Premises interfere with the physical use or development of the Property (exclusive of the Leased Premises) by Lessor or other lessees or licensees. Within thirty (30) days after completion of any repair, maintenance, reorientation or installation Lessee shall, at its own cost and expense, repair any damage to the Property resulting from such repair,

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maintenance, reorientation and installation, unless such damage to the Property adversely affects the operations of the Water Tower so as to affect public water service or the operations of any other licensee or lessee so as to impair the function of their equipment, in which case, repairs by the Lessee shall be made at once and without delay. Repair of disturbed grass or lawn areas shall be by hydro-seeding, sodding or straw and seeding at the option of the Lessor. Lessor specifically reserves the right to develop the Property, including leasing or licensing space on the Water Tower and/or the Property to others for any lawful purposes (exclusive of the Leased Premises) in any manner that does not cause undue interference to Lessee's use of the Leased Premises. Lessee hereby acknowledges that the Property is currently leased or licensed to others by Lessor and consents to all such current and potential future leases, licenses and uses.

(e) Lessor hereby grants to Lessee and the local utility and telephone companies a non-exclusive easement and right-of-way to maintain, operate and repair underground communication and electric power lines and systems during the term of this Agreement for purposes of installation and provision of telephone and electric service to the Leased Premises, as designated on **Exhibit A** and subject to the provisions of Paragraph 5 of this Agreement.

(f) Lessor hereby grants Lessee, its employees, contractors, agents and invitees a non-exclusive easement and right-of-way for ingress and egress by vehicular traffic over that portion of the Property designated as right-of-way access on **Exhibit A**, or such other right-of-way of similar dimensions as may be designated by Lessor to the Leased Premises for the purpose of maintaining, operating and repairing the Leased Premises subject to the provisions of Paragraph 6 of this Agreement. Should such right-of-way be taken or otherwise removed or made unusable, Lessor shall designate another right-of-way and non-exclusive easement for Lessee's use at a location as reasonably agreed upon by Lessor and Lessee.

(g) Lessee's contact phone number is 800-357-7641 or NOCC (866) 400-6040 for emergencies and is available twenty-four (24) hours a day, seven days a week.

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### **3. Lease Term.**

This Agreement shall be effective as of the Effective Date. The Term of this Agreement shall be five (5) years commencing on the Effective Date and ending at 11:59 p.m. on the day immediately preceding the fifth (5<sup>th</sup>) anniversary of the Effective Date.

### **4. Rent.**

(a) Lessee shall pay to Lessor without demand, deduction, set off or counterclaim rent in the amount of Three Thousand Ninety-Seven and 12/100 Dollars (\$3,097.12) ("Base Rent") per month, partial months to be prorated during the Term of this Agreement. The first Base Rent payment shall be due within twenty business (20) days after the Effective Date. Subsequent Base Rent shall be payable by the fifth day of each month. Beginning on the second anniversary of the Effective Date, the Base Rent shall be increased to Four Thousand and 00/100 Dollars (\$4,000.00) per month, partial months to be prorated during the Term of this Agreement.

(b) In the event the payment of the Base Rent or any other fees, additional rent or other payments set forth in this Agreement are not paid within thirty (30) days of the applicable due date, Lessee shall pay to Lessor, as an additional fee, a late payment fee equal to ten percent (10%) of such delinquent payment for each and every month or part thereof that such payment remains unpaid; provided however that Lessor shall continue to possess all remedies available at law or in equity in connection with such non-payment.

(c) Intentionally omitted.

(d) In addition to the Base Rent payable by Lessee hereunder, Lessee shall pay to Lessor the following sums: (i) a one-time non-refundable administration fee to reimburse Lessor for costs incurred by Lessor in the preparation of this Agreement, in the amount of Five Thousand and No/100 Dollars (\$5,000.00); (ii) a one-time fee to reimburse Lessor for a one-third share of the cost of construction of the equipment corral on the Water Tower to be occupied by the Lessee's Equipment, in the amount of Forty-Six Thousand Six Hundred Sixty-Six Dollars (\$46,666.00); (iii) a one-time fee to reimburse Lessor for Lessee's *pro rata* share of the cost of structural modifications to the Water Tower necessary to accommodate attachment to the Water Tower of

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Lessee's Equipment and equipment of other carriers, in the amount of Twenty-Six Thousand and Ninety-Three Dollars (\$26,093.00); and (iv) a one-time fee to reimburse Lessor for Lessee's share of the cost of certain engineering studies conducted to determine the need for structural modifications to the Water Tower, in the amount of Five Thousand Five Hundred Thirteen Dollars (\$5,513.00). The foregoing sums shall be due and payable thirty (30) days after the Effective Date.

(e) All sums payable hereunder by Lessee, including but not limited to the monthly Base Rent and the administration fee payable pursuant to this Paragraph 4, shall be payable without demand, deduction, set off or counterclaim to Lessor and delivered to Lessor at Lessor's address in Paragraph 15 hereof, or to such other person, firm or place as Lessor may from time-to-time designate in writing, or by electronic payment. Lessor shall cooperate with Lessee regarding the use of any electronic rent payment systems or the provision of any associated documentation. Lessor shall provide a complete and fully executed Internal Revenue Service Form W-9.

## **5. Utilities and Real Estate Taxes.**

(a) Lessee shall be solely responsible for all costs and expenses relating to the connection, disconnection and consumption of any utility services used by Lessee in the operation and maintenance of the Leased Premises, including, without limitation, any electricity consumed by Lessee's Equipment. In the event Lessee requires any additional electric power supply and/or usage different from that currently available, Lessee at its sole cost and expense shall obtain such additional power supply subject to Lessor's right to approve any required construction or connection, such approval not to be unreasonably withheld, conditioned or delayed. Lessor shall have no liability of any kind whatsoever to Lessee in the event of any failure of Lessee's Equipment due to a loss of any electrical power not directly caused by Lessor.

(b) Lessor shall be responsible for the payment of any applicable taxes or assessments imposed against the Property, exclusive of the Leased Premises. Lessee shall be responsible for the payment of any applicable taxes or assessments imposed against the property owned by Lessor or allocable on a pro rata basis to the Leased Premises, including but not limited to any sales and property taxes. During the Term, Lessee shall be responsible for the payment of all taxes levied upon the Lessee's

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Equipment. Lessee shall provide written certification of payment to Lessor within thirty (30) days of a written request from Lessor. In addition, Lessee shall have the right to dispute any such tax or assessment directly with the appropriate Loudoun County taxing authority.

## **6. Access.**

(a) The Lessee acknowledges that the Leased Premises constitute an important component of a public water supply system and that such system requires strict security measures created and enforced by the Lessor. Lessee shall have access to the Leased Premises twenty-four (24) hours a day, three hundred sixty-five (365) days a year for the purpose of operating, repairing and maintaining the Leased Premises, and, during the Term of this Agreement, ingress and egress is hereby granted to Lessee for such purposes, except as may be modified herein and subject to the "Town Policy for Entrance to the Elevated Water Tank Enclosure by Lease Holders" (the "Town Policy"), which governs access to the Property. The Town Policy is attached as **Exhibit B** to this Agreement, and shall be deemed a part hereof. The Lessee specifically acknowledges that the Property is a secure site and agrees to abide by all terms of the Town Policy. It is further agreed that only authorized engineers, employees, contractors, subcontractors, agents of Lessee, agents of Lessor, FCC inspectors or persons under their direct supervision shall be permitted to enter the Leased Premises, subject to the terms and conditions of the Town Policy.

(b) The Lessee specifically acknowledges that the Lessor reserves the right to further limit or control Lessee's access to the Property at any time and to modify and change the terms of the Town Policy, provided that the Town Policy retains a mechanism for prompt access to the Property by Lessee in an emergency situation. In an emergency situation, all access to the Property may be terminated by Lessor until the resolution of the emergency situation. The Property is a portion of a public water supply facility and the health, safety and integrity of the public water supply is of paramount concern, and as such, at any time during the Term of this Agreement, Lessor may require limitations upon Lessee's right of access. In that event, Lessor shall notify Lessee in writing of the proposed limitations, and shall establish restrictions that take into account Lessee's needs for reasonable access to the Property, as well as



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Lessor's paramount responsibility to assure the safety of the public water supply. Access limitations which may be required include requirements for additional fencing or other physical security controls to access as well as a requirement for Lessee to notify the Lessor or its designated representative whenever the Lessee requires access, such that the Lessor, its designee or a law enforcement official can be present whenever Lessee or its representatives are present on the Leased Premises. Any restrictions upon access to the Property established by the Lessor shall be specified in the Town Policy .

## **7. Construction by Lessee.**

(a) Construction drawings shall be attached as **Exhibit A** to this Agreement. No additional Material construction, installation, or modification by Lessee upon the property of the Lessor is permissible under this Agreement, without the prior written consent of the Lessor. As used herein, the term "Material" shall not include additions to, or replacements, upgrades or alterations of any of Lessee's Equipment that is located entirely within the confines of the Leased Premises (specifically including any and all changes to Equipment inside the Equipment Area or like for like swap of antennas and related Equipment), if the resulting addition, replacement, upgrade or alteration is of substantially the same or lesser size and weight, and no additional attachments to the Water Tower are required.

(b) Except as Provided in Paragraph 7(a), all Equipment and facilities installed by Lessee must be contained within the footprint of the approved Leased Premises. Other than the Lessee's Equipment approved by Lessor in **Exhibit A**, or as provided in Paragraph 7(a), Lessee may not install additional antennas or equipment of any nature without first obtaining Lessor's prior written approval. Lessee may not expand the boundaries of the approved Leased Premises (as depicted on **Exhibit A**) or install any facilities or equipment beyond the footprint of such approved Leased Premises without first obtaining Lessor's prior approval. Lessor may, as a condition of approving any proposed installation of additional equipment or any proposed expansion of the parameters of the Leased Premises, require an increase in the Base Rent as a condition for Lessor's approval. If Lessee installs equipment or facilities at the Property that do not conform to this paragraph without obtaining Lessor's prior approval, the

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Lessee shall be in breach of this Agreement and the then-current Base Rent paid by Lessee will double for all periods of time following Lessee's unauthorized installation until such time that Lessee removes such equipment. All approved modifications, installations, changes or removal work shall conform to Lessor's design specifications and Lessor's requirements, including weight and windload requirements, and shall be in compliance with this Agreement and all applicable local, state and federal government requirements, including but not limited to zoning, Federal Aviation Administration ("FAA") and FCC specifications.

(c) Lessee's Equipment shall be clearly marked with waterproof labels to show Lessee's name. All coaxial cable relating to the Equipment shall be identified in the same manner at the bottom and top of the line. All Equipment shall be installed in a manner so as to be reasonably inaccessible to unauthorized persons and to pose no hazard to safety of persons or property with respect to persons or property on or about the Property.

(d) In the event Lessee fails to obtain Lessor's prior written approval for any installations, modifications or changes (excluding routine maintenance necessary for the proper operation of its Equipment and as provided above), then such failure shall be deemed a Default hereunder and in such event, in addition to and not in lieu of Lessor's other remedies upon a Default, effective on the date of such installation, modification or change and thereafter, the Base Rent shall be doubled and Lessee shall thereafter pay such doubled Base Rent, until the date that the installation, modification or change is removed or Lessee obtains Lessor's written approval therefor.

(e) Lessee agrees that, in all matters where Lessor's approval is required and Lessor should determine, in its sole discretion, that interference or other disruption with the activities of Lessor or other existing users, occupants, licensees, lessees or utilities and other providers of necessary or customary services to the Property, including telecommunications providers, exists, Lessor shall have the right to withhold its approval.

(f) In no event will Lessor's approval of Exhibits hereto, or any future modification to Exhibits hereto, or any approvals pursuant to any provision of this Agreement, be deemed a representation by Lessor that the content of such Exhibits, construction drawings and like materials, or Lessee's construction implementation thereof, complies

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with applicable laws, codes, rules or regulations or that no interference will be caused to Lessor, Property occupants, other telecommunications or utility equipment or signals or operations at the Property, or that the Lessee Equipment and installation thereof are structurally sound.

(g) If Lessor's approval is required with respect to any modifications of Lessee's equipment, such approval shall not be unreasonably withheld, conditioned or delayed.

## **8. Operation and Maintenance of Lessee's Equipment.**

(a) Lessee shall install and operate its Equipment during the Term hereof in compliance with all applicable present and future rules and regulations imposed by any local, state, or federal authority having jurisdiction with respect thereto (including, without limitation, the rules and regulations of the FCC, the FAA, and the Occupational Safety and Health Administration). Lessee shall comply with all applicable requirements of the local planning, zoning, building and electrical codes of the Commonwealth of Virginia, Loudoun County, and the Town of Purcellville. Lessee shall, at its sole cost and expense, secure any necessary permits, licenses and approvals, including approvals from the Town of Purcellville that may be required to permit operation of Lessee's Equipment at the Leased Premises as described herein. Lessor shall reasonably cooperate with Lessee in connection with such approvals, provided that Lessor shall be reimbursed for all expenses incurred in connection with providing such cooperation.

(b) Lessee, at its sole cost and expense, shall be responsible for the maintenance of its Equipment and improvements, if any, at the Leased Premises and shall keep the Leased Premises and the Property neat and clean, in accordance with all applicable laws and regulations and this Agreement. Lessor assumes no responsibility for the licensing of Lessee's Equipment, and Lessor shall have no obligation to maintain, insure, operate or safeguard Lessee's Equipment. All maintenance excepting routine and emergency maintenance work shall be subject to the prior approval of Lessor and shall be performed by certified contractors previously approved by Lessor, such approval not to be unreasonably withheld or delayed. In the event Lessor in its opinion determines that any structural modifications or repairs are needed to be made to any portion of the Property solely due to the presence of Lessee's Equipment or other

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improvements made by Lessee, Lessor shall notify Lessee of the needed modifications and repairs, and Lessee shall, at its sole cost and expense, immediately make all such noticed modifications or repairs in accordance with the terms of this Agreement.

(c) All work associated with installation and maintenance of Lessee's Equipment performed by Lessee or its agents shall be done in a proper, neat and workmanlike manner, with all debris removed after completion of work. No work shall be performed until appropriate permits have been obtained for such work and all contractors shall be bonded to fully protect Lessor.

#### **9. Protection and Maintenance of Lessor's Property.**

(a) Lessee agrees that its Equipment, and the maintenance, operation and removal thereof, shall not damage Lessor's property or unreasonably interfere with the use of the Property by Lessor or other licensees or lessees of Lessor. Lessee agrees that any damage caused by Lessee's Equipment or the maintenance thereof to the Lessor or any licensee or lessee of Lessor, whether caused directly by acts of the Lessee or by Lessee's agent, contractor or other third party, shall be repaired by the Lessee within thirty (30) days of receipt of written notice, at its own cost and expense. Lessee may seek reimbursement from the party responsible, subject to applicable law. If such damage adversely affects the operations of the Water Tower or associated property, however, so as to affect public water service or the operations, such damage shall be immediately corrected and repaired without delay.

(b) Upon Lessor's request, Lessee shall cause a cathodic protection inspection to be performed within sixty (60) days of the execution of this Agreement, and thereafter an inspection shall be performed after any major modification of the Leased Premises by Lessee. The results of such inspection shall be provided in writing by Lessee to Lessor within ten (10) days of such inspection. In the event such inspection reveals a problem caused solely by Lessee, then the Lessee shall take all action necessary to correct the problem within thirty (30) days at Lessee's sole expense. If the problem is not caused solely by Lessee, the parties shall cooperate with each other and any other affected or responsible entities to correct the problem promptly, subject to a fair allocation of any associated costs or expenses.

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(c) The Parties agree that the Lessor may need to maintain the Water Tower during the term of this Agreement, including but not limited to painting, and that such maintenance will impose certain costs on Lessee. The Lessee further agrees to pay to Lessor within thirty (30) days of receipt of written notice by Lessor of any additional cost for painting and maintaining the Water Tower that is directly attributable to Lessee's Equipment or otherwise attributable to Lessee's presence on the Property. Further, Lessee agrees to temporarily turn off power to its equipment as follows: (i) for minor maintenance that will take no longer than seventy-two (72) hours to complete and is to be performed in the vicinity of Lessee's Equipment, or is of a nature that may expose Lessor's employees or contractors to harmful radio frequency radiation, upon forty-five (45) days' notice by the Lessor; and (ii) for all other non-emergency work, for as long as necessary for the upkeep, repair or maintenance of the Water Tower, upon one hundred eighty (180) days' notice by the Lessor. In an emergency situation as declared by the Lessor, the Lessee agrees to terminate the operation of its Equipment immediately if required to do so by the Lessor.

(d) Lessor reserves the right to replace the Water Tower with a new structure during the Term of the Agreement and, in accordance with Paragraph 9(f) below, Lessee shall temporarily remove and/or relocate its equipment if needed due to the replacement of the Water Tower and install the same on the Property after construction if such structure is acceptable to Lessee. If such new structure is not acceptable to Lessee, Lessee shall have the right to terminate this Agreement without further liability to Lessor. Lessor shall provide Lessee with no less than one hundred eighty (180) days prior written notice of the intended work unless it is an emergency for which no notice is necessary.

(e) Lessee understands and agrees that the structural integrity of the load-bearing capability of the Water Tower and the ability of Lessor to use the Water Tower for its intended purpose are of critical importance to Lessor.

(f) Lessee shall have the right and obligation to relocate its Equipment on a temporary basis to another location on the Property, hereinafter referred to as the "Temporary Location," if Lessor is performing maintenance, repair, replacement or similar work at the Property or on the Water Tower, provided that:

(i) The Temporary Location is similar to Lessee's existing location in size and is

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- suitable for Lessee's use, in the mutual reasonable determination of the parties;
- (ii) Lessee pays all costs incurred by Lessee for relocating Lessee's Equipment to the Temporary Location and improving the Temporary Location so that it is suitable for Lessee's use, in Lessee's reasonable determination (the "Relocation Costs"); provided, however, that Lessor shall pay all Relocation Costs for any Temporary Relocations in excess of one (1) Temporary Relocation during any five (5) year period during the Term;
- (iii) Lessor gives Lessee at least one hundred eighty (180) days written notice prior to requiring Lessee to relocate or power down its Equipment, or, in the case of a Water Tower replacement, three hundred sixty-five (365) days;
- (iv) Lessee's use at the Leased Premises is not interrupted during the relocation; and
- (v) Upon the completion of any maintenance, repair, replacement or similar work by Lessor, Lessee is permitted to return to its original location, or substantially the same location, from the Temporary Location. The "Relocation Costs" shall include the costs of returning to the original location, and shall be paid by the same party that is responsible for them pursuant to subparagraph (ii) above.
- (vi) If approved by Lessee, a Temporary Location may include, temporary communications facilities, including a cell on wheels ("COW") and/or a telescoping, guyed or functionally equivalent pole or tower and associated equipment installed and operated by Lessee.
- (vii) Notwithstanding anything contained herein to the contrary, if Lessee decides, in its sole and absolute discretion, to not move to the Temporary Location, Lessee may terminate this Agreement upon written notice to Lessor.

#### **10. Interference.**

- (a) The installation, operation and/or removal of Lessee's Equipment shall not cause radio frequency interference which is measurable in accordance with then-existing industry standards, with the (i) existing equipment, facilities, systems or operations of Lessor; (ii) future equipment, facilities, systems or operations of Lessor

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used in or related to the public safety functions of the Town, the operation of the Water Tower, or other mission-critical municipal functions; or (iii) existing equipment, facilities, systems or operations of licensees or lessees at the Property, including but not limited to, wireless telecommunications operators. Notwithstanding anything in this Agreement to the contrary, it is expressly understood and agreed that if the installation, operation or removal of Lessee's Equipment does so interfere at any time, Lessee shall, upon written request, take all commercially reasonable steps necessary to correct and eliminate the interference, including but not limited to, at Lessee's option, powering down such equipment and later powering up such equipment for intermittent testing. So long as the offending equipment is powered down, the interference issue shall be considered rectified. In no event will Lessor be entitled to terminate this Agreement or relocate the Equipment as long as Lessee is making a good faith effort to remedy the interference issue within thirty (30) days after the written request; provided, however, that if such interference cannot be rectified within such thirty (30) day period, then Lessor may at its option immediately and upon further written notice to Lessee terminate this Agreement despite any contrary Default and cure provisions contained in this Agreement. If Lessee has not removed its Equipment within thirty (30) days of receipt of such further written notice of termination, which Equipment shall have been powered down during such thirty (30) day period of time, Lessor shall remove the Equipment at Lessee's sole cost.

(b) Lessor agrees that Lessor and/or any other licensees or tenants of the Property who currently have or in the future take possession of the Property will be permitted to install only such equipment that is of the type and frequency which will not cause harmful interference which is measurable in accordance with then existing industry standards to the then existing equipment of Lessee. Lessee accepts this Agreement with the knowledge that Lessor has licensed and leased, and will continue to license and lease, space at and upon the Property to third parties for the installation and operation of radio communication facilities and waives any and all claims against Lessor resulting from or attributable to interference caused by present or future equipment, facilities or methods of operation employed by Lessor or by such third parties.

#### **11. Responsibilities of Lessee.**

Lessee covenants and agrees:

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(a) All wiring and installation of Equipment by Lessee shall be by means of clamping or strapping, and unless there is no reasonable alternative, and then only if approved by Lessor in advance at Lessor's sole discretion; in no event shall any member or part of the Water Tower or any other structure at the Property be drilled, welded, punched or otherwise mutilated or altered. All hardware shall be non-rusting. Hardware installed at the Property, including the Leased Premises, such as side arm mountings, shall remain in place and will become part of the Property and shall not be removed.

(b) Not to strip or overload, damage or deface the Leased Premises or approaches thereto, of and within the Property, or the fixtures therein or used therewith, nor to suffer or permit any waste to, in or upon said Leased Premises or any part of the Property.

(c) Not to keep gasoline or other flammable material or any other explosive on the Leased Premises or at the Property or perform any other action which will increase the rate of fire insurance on the Property and its improvements, and any such increase in the insurance rate due to the above, or the Lessee's special operations carried on within the Leased Premises, shall be borne by the Lessee. Lessee may introduce gasoline or other fuel at the Property temporarily, for use in an emergency generator, and at all times subject to Paragraph 11(k) hereof. Lessee shall not willfully do any act or thing upon the Leased Premises or in or about the Property which may make void or voidable any insurance on the said Leased Premises or Property.

(d) All Equipment except antennas and connecting cabinets shall be inside an equipment building and/or a heavy duty metal enclosed cabinet with a lock and waterproof labels with Lessee's name.

(e) Lessor shall not provide any equipment or wiring to Lessee. All expenses for installation, maintenance and operation of Equipment shall be borne by Lessee. Any damage caused by Lessee at the Property or Leased Premises shall be repaired by Lessee at Lessee's expense to that condition existing immediately prior to such damage. If Lessee does not complete any repair obligations within fifteen (15) days of the occurrence of the damage, or within such longer time as is reasonably necessary as reasonably determined by Lessor, Lessor may, but is not required to, perform such repair and may charge Lessee all reasonable costs and expenses incurred in doing so.



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Notwithstanding the foregoing, if Lessee causes damage to the Property or the Leased Premises that creates an emergency, as determined by Lessor, Lessee shall immediately repair the damage and take all other actions necessary to relieve the emergency.

(f) Lessee shall not create any nuisance, interfere with or disturb any other licensee, lessee, tenant, third party or Lessor at the Property.

(g) Provided that Lessee is not in default in the performance of its obligations hereunder beyond all applicable notice and cure periods, at the expiration of this Agreement or earlier termination thereof, Lessee may remove all of Lessee's Equipment at Lessee's sole cost and expense at any time in accordance with the terms of this Agreement. If (i) the Term of the Agreement has expired or has been earlier terminated pursuant to the terms of the Agreement; and (ii) Lessee has submitted a written request to Lessor for removal of Lessee's Equipment; and (iii) Lessor objects to or does not permit the removal of Lessee's Equipment because of the existence of an uncured default by Lessee, then the Base Rent shall be abated from the effective Term expiration date or earlier termination date exercised by Lessee, whichever applies, through the date Lessor confirms and delivers in writing to Lessee acknowledgement that all defaults by Lessee are satisfied (the "Abatement Period"). Any and all removal of Lessee's Equipment shall be performed (i) by a certified contractor previously approved by Lessor and in accordance with a previously approved removal plan, such approval not to be unreasonably withheld or delayed, and (ii) in a workmanlike manner, without any interference, damage or destruction to the Property or to any equipment, structures or operations at the Property or any other equipment of other licensees, lessees, tenants, occupants or users thereon. If Lessee fails to remove such Equipment within thirty (30) days following the Abatement Period, or, if there exists no uncured default, within thirty (30) days following the expiration or earlier termination of this Agreement, the Equipment shall become the property of Lessor free of all liens and encumbrances and Lessor may remove and dispose of such Equipment at Lessee's discretion. In the event Lessor disposes of any Equipment that Lessee failed to remove from the Property within such thirty (30) day period, Lessee shall reimburse Lessor for all removal and disposal costs incurred by Lessor within thirty (30) days following Lessee's receipt of an invoice therefor. Any and all damage caused to the Property, including the

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Leased Premises, or to the equipment of other licensees, lessees, tenants, occupants or users by such removal shall be immediately repaired to that condition existing immediately prior to such removal by Lessee. If Lessee fails to make such repairs, at Lessee's sole cost and expense, within thirty (30) days after the receipt of notice of such damage, Lessor shall perform all the necessary repairs at Lessee's cost and expense and such sum shall be immediately due upon the rendering of an invoice as an additional fee hereunder. If such time for removal causes Lessee to remain on the Property after termination of this Agreement, Lessee shall pay the Base Rent at the then-existing monthly rate or on the existing monthly pro-rata basis if based upon a longer payment term, until such time as the removal of all Equipment, including the equipment platform, antenna structure, fixtures and all personal property of Lessee, is completed but in no event can Lessee hold over longer than the thirty (30) day removal period of time. This paragraph 11(g) will survive the expiration or earlier termination of this Agreement.

(h) Lessee's antenna(s) shall be equipped with such lighting and other safety devices as may be required by any governmental regulations (including governmental regulations applicable to Lessor).

(i) Lessee shall keep the Property and the Leased Premises free from any mechanic's, materialmen's or similar liens in connection with any work by or on behalf of Lessee or at Lessee's direction conducted at or for the Property or the Leased Premises and shall defend, indemnify and hold Lessor harmless from and against any claims, liabilities, judgments or costs (including attorney's fees through appeal) arising out of the same or in connection therewith. Lessee will remove any such lien within ten (10) days of notice of such lien or bond around it, and if Lessee fails to do so, Lessor may pay the amount necessary to remove such lien or encumbrance, without being responsible for investigating the validity thereof, and the amount so paid will be deemed an additional charge to be paid by Lessee hereunder upon demand.

(j) Lessee shall not use or allow its employees, contractors, or other authorized agents or representatives to use the Leased Premises or any part thereof for any illegal, unlawful or improper purpose. Lessee shall oversee its employees, contractors, and other authorized agents or representatives at all times and shall be responsible for their actions, including without limitation any damage or injury caused by

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Lessee's employees, contractors, and other authorized agents or representatives to persons or property while engaged in activities on the Property.

(k) Lessor represents that it has no knowledge of any Hazardous Substances on the Property. Lessee shall not cause or permit to occur any violation of any environmental law and shall not permit its employees, agents, contractors or invitees to violate any environmental laws. Without limiting the foregoing, Lessee shall not use, generate, store, treat, release, or dispose of any Hazardous Substances on, under, about or within the Property or the Leased Premises and shall not dump, flush or in any way introduce any Hazardous Substances into the sewerage, drainage or other waste disposal system serving the Property. Nothing herein shall be interpreted as preventing Lessee's use of backup batteries inside the cabinets on the equipment platform, so long as said use is in accordance with all applicable laws and regulations. Lessee shall promptly provide all information regarding the use, generation, storage, transportation, release or disposal of Hazardous Substances that is requested by Lessor. If Lessee fails to fulfill any duty imposed under this Paragraph 11(k) within ten (10) days following receipt of written notice of such failure, Lessor may do so; and in such case, Lessee shall cooperate with Lessor in order to prepare all documents Lessor deems necessary or appropriate to determine the applicability of the environmental laws to the Property and Lessee's use of the Leased Premises, and for compliance therewith, and Lessee shall execute all documents promptly upon Lessor's request. No such action by Lessor and no attempt made by Lessor to mitigate damages under any environmental law shall constitute a waiver of any of Lessee's obligations under this Paragraph 11(k). Lessee's obligations and liabilities under this Paragraph 11(k) shall survive the expiration or early termination of this Agreement.

Lessee shall indemnify, defend, protect and hold Lessor, and their respective officers, directors, trustees, beneficiaries, shareholders, partners, agents and employees harmless from all fines, suits, procedures, claims, losses, damages, and actions of every kind, and all costs associated therewith (including reasonable attorneys' and consultants' fees) arising out of or in any way connected with (1) any deposit, spill, discharge, migration, disposal or other release of Hazardous Substances which arises at any time from Lessee's, its employees', agents', contractors', or invitees' use or occupancy of the Property or the Leased Premises; (2) any failure to provide all

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information, make all submissions and take all steps required by all authorities or applicable third parties under any environmental laws; and (3) Lessee's, its employees', agents', contractors', or invitees' breach of this Paragraph 11(k), whether or not Lessee has acted negligently with respect to such Hazardous Substances.

As used in this Paragraph 11(k), the term "Hazardous Substances" means:

- (i) any substance designated pursuant to Section 311 (b) (2) (A) of the Federal Water Pollution Control Act;
- (ii) any element, compound, mixture, solution or substance designated pursuant to Section 102 of the Comprehensive Environmental Response, Compensation and Liability Act;
- (iii) any hazardous waste having the characteristics identified under or listed pursuant to Section 3001 of the Solid Waste Disposal Act;
- (iv) any toxic pollutant listed under Section 397(a) of the Federal Water Pollution Control Act;
- (v) any hazardous air pollutant listed under Section 112 of the Clean Air Act;
- (vi) any imminently hazardous chemical substance or mixture with respect of which the Administrator of the United States Environmental Protection Agency has taken action pursuant to Section 7 of the Toxic Substances Control Act; and
- (vii) any substance, waste or other material considered hazardous, dangerous or toxic under any state, local or federal law, code, ordinance or regulation or administrative order, or other materials the removal of which is required or the maintenance of which is prohibited, regulated or penalized by any federal, state or local governmental authority.

## **12. Indemnification.**

Lessee agrees to indemnify, defend and hold Lessor and Lessor's elected and appointed officials, officers, boards, commissions, commissioners, agents, and employees, and all other licensees, lessees, tenants, occupants or users having facilities, equipment, operations or systems located at the Property (collectively, the "Indemnified Parties"), harmless from any and all damages (including damages to such facilities, equipment, operations or systems), losses, liabilities, penalties, fines, costs

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and expenses (including reasonable attorney's fees) (collectively, "Losses") arising out of or that occur as a result of (i) the installation, operation, repair, maintenance or removal of Lessee's Equipment (including Lessee's generator) or other Lessee improvements, (ii) Lessee's or Lessee's employee's, agent's or contractor's activities at the Property; (iii) a breach by Lessee of any representation or warranty made in this Agreement, (iv) any accident, injury or damage whatsoever to any person, or to the property of any person, in or about the Property caused by Lessee or its employees, agents or contractors, (v) any failure by Lessee to obtain and maintain all governmental approvals authorizing Lessee's installation and operation of the Equipment during any period of installation and operation, (vi) any failure by Lessee to comply with all applicable federal, state and local laws, codes, rules and regulations or any court or governmental order or directive. Lessee hereby assumes the risk of the inability to operate as a result of any structural or power failures at the Property, including the Leased Premises, or failure of Lessee's Equipment for any reason whatsoever, and agrees to indemnify, defend and hold the Indemnified Parties harmless from all Losses asserted against Lessor by reason of such failure unless such Losses are caused by the intentional acts and omissions or gross negligence of Lessor, its agents, employees or contractors. Notwithstanding anything herein to the contrary, Lessee agrees and acknowledges that Lessee shall not settle, compromise or otherwise discharge any claims if same would necessitate an action or prohibit or restrict an action by Lessor without the advance written consent of Lessor, which shall not be unreasonably withheld, conditioned or delayed.

### **13. Fire, Casualty, Condemnation.**

(a) In the event the Leased Premises becomes unsuitable for use by Lessee due to, or is damaged or destroyed by, the elements or any other cause not caused by Lessee or its agents, employees, or contractors, including, but not limited to, fire or any other casualty, enemy action, act of God, action of law or governmental regulation or eminent domain, Lessor may elect to repair, rebuild, or restore the Leased Premises to the same condition as it was in immediately prior to such casualty or cause. In such event, unless the casualty or cause is the result of an act or omission of Lessee or its agents, employees or contractors, the payments required herein shall cease as of the

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date of such casualty or cause until the Leased Premises, in Lessee's reasonable discretion, is restored to a usable condition for Lessee's operations. If Lessor chooses not to repair, restore or rebuild the Leased Premises, Lessor shall send to Lessee a notice of cancellation of this Agreement within thirty (30) days of such casualty or cause. In the event Lessor chooses to repair, restore and rebuild the Leased Premises and the time to complete such repairs exceeds ninety (90) days from the date of such casualty or cause, Lessee may elect to terminate this Agreement by giving Lessor written notice thereof within ten (10) days of the expiration of such ninety (90) day period; provided however if such casualty or cause is the result of an act or omission of Lessee, Lessee shall pay Lessor fifty percent (50%) of the Base Rent that would have been due Lessor for the remainder of the Term were the Agreement not to have terminated. Lessor shall not be required to provide Lessee with a substitute Property for its operations. Lessor shall not be responsible or liable to Lessee for any loss, damage or expense, including business interruption, that may be occasioned by, through, or in connection with any acts or omissions of other lessees, licensees, occupants, users or tenants occupying the Property, or any part of the premises adjacent to or connected with the Property.

(b) If all or any part of the Leased Premises or if all or any part of the Property or access right-of-way to the Leased Premises is taken by eminent domain or other action by a jurisdiction having the legal right to take such property, and if such taking in the sole opinion of Lessee renders the Leased Premises unusable for its intended purpose hereunder, then at Lessee's option, this Agreement may be declared null and void and of no further force and effect, and there will be no further payment of the Base Rent, except that which may be been due and payable at the time of the taking. In the event of a partial taking, if Lessee in its sole discretion wishes to maintain its operation of the Lessee's Equipment, Lessor shall reduce the Base Rent by an amount proportional to the part of the Leased Premises taken by eminent domain or other such legal action. Lessee shall not be entitled to any part of the payment or award for a taking, provided that Lessee may file a claim for any loss of the Leased Premises, moving expenses, or for damages for cessation or interruption of Lessee's business, provided that such claim will not diminish Lessor's recovery.

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**14. Insurance.**

Lessee shall keep in full force and effect during the Term a commercial general liability insurance policy, including blanket contractual and complete operations coverage, with limits of liability of at least \$3,000,000.00 in respect of bodily injury, including death, arising from any one occurrence, and \$3,000,000.00 in respect of damage to property arising from any one occurrence. The limits required above may be satisfied through the combination of primary and excess liability policies. Said insurance policies shall cover the entire Leased Premises, shall include Lessor and its agents as additional insureds, and shall provide that Lessor will receive at least thirty (30) days prior written notice of any cancellation of such insurance policies. Lessee shall furnish to Lessor a certificate of insurance confirming that the insurance coverage as specified herein is in full force and effect, and shall provide an updated certificate upon renewal. Lessee shall also obtain and maintain workers compensation insurance at statutory limits as required by applicable law.

**15. Notices.**

All notices required to be given hereunder shall be given in writing either by overnight delivery, certified or registered mail at the following addresses or at such other addresses as may be designated in writing by either party:

**If to Lessor:  
Town Manager  
Town of Purcellville  
221 South Nursery Avenue  
Purcellville, Virginia 20132**

**If to Lessee:  
Sprint Spectrum LLC  
Sprint Property Services  
Site ID: WA73XC247  
Mailstop KSOPHD0101-Z2650  
6220 Sprint Parkway  
Overland Park, KS 66251-2650**

with a copy to:  
**Sprint Law Department  
Attn: Real Estate Attorney  
Site ID: WA73XC247**

Site ID: WA73XC247

**Mailstop KSOPHD0101-Z2020  
6220 Sprint Parkway  
Overland Park, KS 66251-2020**

Notice given by mail shall be deemed given three (3) calendar days after the date of mailing thereof.

**16. Default and Remedies.**

(a) Each of the following shall be deemed a breach and default of this Agreement (each of which individually or collectively is referred to as a "Default"): (i) Lessee's failure to pay the Base Rent, any additional fees or other payments or sums due hereunder within fifteen (15) days of receipt of written notice from Lessor; (ii) Lessee's abandonment of either the Equipment or the Leased Premises; or (iii) the breach of or default under any of the non-monetary terms, conditions or covenants contained herein required to be performed by Lessee which breach or default is not cured within thirty (30) days (or within such lesser time if expressly set forth elsewhere in this Agreement with respect to a particular non-monetary term or condition) of receipt of written notice from Lessor unless the nature of the cure is such that it reasonably requires more than thirty (30) days and Lessee commences such cure within the thirty (30) day period and continuously and diligently pursues the cure to completion within a time period not to exceed an additional ninety (90) days.

(b) In the case of any uncured Default, Lessor shall be entitled, at Lessor's discretion: (i) to terminate this Agreement upon ten (10) days written notice to Lessee, and in addition to all Base Rent, additional rent and other sums due under this Agreement through the effective date of termination, Lessee shall pay Lessor a termination fee equal to three (3) months of the escalated Base Rent then in effect; the Parties hereby agree that the termination fee is not a penalty but merely the sum which the Parties agree represents basic compensation to Lessor for the failure of Lessee to complete its obligations during the balance of the Term; and (ii) to immediately thereafter remove all of Lessee's Equipment, improvements or personal property, including but not limited to all Equipment located at the Property, at Lessee's sole cost and expense and with immunity to Lessor; and (iii) to disconnect power to Lessee's Equipment, but only to the extent necessary to remove any of Lessee's Equipment.



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(c) In addition to and not in lieu of the foregoing or any other remedies, in the event that Lessor, by reason of any Default, incurs any reasonable costs or expenses on behalf of Lessee or in connection with Lessee's obligations hereunder, Lessee shall immediately pay such sums to Lessor as an additional fee due hereunder upon Lessor's rendering of an invoice to Lessee.

(d) If Lessee fails, beyond the expiration of all applicable notice and cure periods, to perform any covenant or observe any condition to be performed or observed by Lessee hereunder or fails to make any payment to any third party, Lessor may, but shall not be required to, on behalf of Lessee at Lessee's cost and expense perform such covenant and/or take such steps as Lessor may deem necessary or appropriate, in which case Lessor shall have the right to proceed immediately and all costs and expenses incurred by Lessor in so doing, including reasonable attorney's fees, shall be paid by Lessee to Lessor upon demand, plus interest thereon at the rate of ten percent (10%). Lessor's exercise of its right under this subparagraph shall be in addition to and not in lieu of nor shall in any way prejudice or waive any rights Lessor might otherwise have against Lessee by reason of Lessee's Default.

(e) Lessor's rights and remedies set forth in this Agreement are cumulative and are in addition to Lessor's rights and remedies at law or in equity, including those available as a result of any anticipatory breach of this Agreement. Lessor's exercise of any right or remedy shall not prevent the concurrent or subsequent exercise of any other right or remedy. Lessor's delay or failure to exercise or enforce any of Lessor's rights or remedies or Lessee's obligations shall not constitute a waiver of such rights, remedies or obligations. The receipt of any sum paid by Lessee to Lessor, including the Base Rent, after a Default shall not be deemed a waiver of such Default unless expressly set forth in writing and shall not be deemed an accord and satisfaction.

(f) If either Party retains an attorney to enforce or defend this Agreement or by reason of any Default by the other, the non-prevailing Party shall pay the prevailing Party's reasonable attorneys' fees through appeal.

(g) In the event there is a breach by Lessor with respect to any of the provisions of this Agreement or its obligations under it, Lessee shall give Lessor written notice of such breach. After receipt of such written notice, Lessor shall have thirty (30) days in which to cure any such breach, provided Lessor shall have such extended period as

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may be required beyond the thirty (30) days if the nature of the cure is such that it reasonably requires more than thirty (30) days and Lessor commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion. Lessee may not maintain any action or effect any remedies for default against Lessor unless and until Lessor has failed to cure the breach within the time periods provided in this Paragraph.

**17. Waiver of Right to Jury Trial.**

Lessor and Lessee agree to and they hereby do waive trial by jury in any action, proceeding or counterclaim brought by either of the parties hereto against the other on any matters whatsoever arising out of or in any way connected with this Agreement, the relationship of Lessor and Lessee, Lessee's use or occupancy of the Leased Premises and/or any claim of injury or damage, and any statutory remedy.

**18. Assignment and Subordination.**

(a) Lessor reserves the right to assign, transfer, sell, mortgage or otherwise encumber the Property, including the Leased Premises, and/or its interest in this Agreement. Lessee agrees upon demand to execute and deliver to Lessor such further instruments subordinating this Agreement, as may be reasonably required by Lessor, in connection with Lessor's contemplated transaction. Upon assignment of this Agreement, and after written notice from Lessor to Lessee, Lessor shall be relieved of all future performance, liabilities and obligations under this Agreement, and Lessor's assignee shall assume all of Lessor's obligations hereunder.

(b) Lessee may not assign, or otherwise transfer or convey all or any part of its interest in this Agreement or in the Leased Premises without the prior written consent of Lessor, which approval will not be unreasonably withheld, conditioned or delayed; provided, however, that Lessee may assign its interest under this Agreement in whole or in part, or (or otherwise transfer or allow the use of) all or any portion of the Leased Premises to its parent company, to any wholly-owned subsidiary of Lessee or Lessee's parent company, or to any entity that acquires all or substantially all of Lessee's assets in the Washington D.C. market as defined by FCC operating license, by reason of merger, acquisition or other business reorganization. Lessor agrees upon demand to

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execute and deliver to Lessee such further instruments, as may be required by Lessee, in connection with Lessee's contemplated transaction. Upon assignment, Lessee shall be relieved of all future performance, liabilities, and obligations under this Agreement; provided that the assignee expressly assumes all of Lessee's obligations hereunder in writing. No right or obligations hereunder nor any use of the Equipment or the Leased Premises may be apportioned, sub-leased, shared, or co-used without Lessor's prior written consent, at Lessor's sole discretion.

**19. Lessee Termination.**

Lessee may terminate this Agreement at any time during the Term upon thirty (30) days prior written notice to Lessor.

**20. Lessor Termination.**

Notwithstanding any other provision of this Agreement, Lessor may terminate this Agreement at any time during the Term upon one hundred eighty (180) days prior written notice to Lessee, without liability or penalty to either party, in the event that state or federal legislative or regulatory action declares the use of the Water Tower or the occupation of the Property by the Lessee to be unlawful, preempted, or incompatible for any reason with the paramount use of the Property and the Water Tower as a component of a public water supply system. Lessee shall have the right to remove its Equipment in accordance with the provisions of Paragraph 11(g). Lessor shall not be required to provide an alternate location.

**21. Non-Waiver**

This Agreement is made subject to all local, state and federal laws and regulations now or hereafter in force, and shall not be modified, amended, extended or terminated (other than as set forth herein) except by an instrument duly signed by Lessor and Lessee. Waiver of a breach of any provision hereof under any circumstances will not constitute a waiver of any subsequent breach of such provision, or of a breach of any other provision of this Agreement. If any provision of the Agreement is invalid or unenforceable with respect to any party, the remainder of this Agreement (or the application of such provision to persons other than those as to whom

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it is held invalid or unenforceable) shall not be affected and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law, with the exception of the Base Rent, the payment of which if held to be invalid or unenforceable, shall entitle Lessor to terminate this Agreement upon fifteen (15) days prior written notice to Lessee without penalty or liability to either party.

## **22. Holdover.**

(a) Any holding over by Lessee after the expiration of this Agreement without Lessor's prior written consent as provided in Paragraph 22(b) shall be an unlawful detainer and Lessee shall be subject to immediate eviction. During such hold over, all the terms and conditions set forth in this Agreement shall apply, except that Lessee shall pay to Lessor Base Rent equal to one hundred fifty percent (150%) of the Base Rent in effect during the last month of the Term ("Hold Over Base Rent"). In addition to paying to Lessor the Hold Over Base Rent, if Lessee fails to surrender and vacate the Property on the expiration date, Lessee shall indemnify, defend and hold Lessor and the Indemnified Parties harmless from and against any and all Losses sustained or incurred by Lessor on account of or resulting from such failure, including, without limitation, claims made by any succeeding third party to all or any part of the Property or the loss by Lessor of any compensation or remuneration from any succeeding third party to all or any part of the Property.

(b) If, with the written consent of Lessor, Lessee or any party claiming by, through or under Lessee remains in possession of the Leased Premises, in whole or in part, after the expiration of this Agreement, Lessor shall treat such holding over by Lessee as the creation of a month-to-month terminable at will Lease, subject to all the terms, covenants and conditions set forth in this Agreement, except that Lessee shall pay a Base Rent equal to an amount equal to one hundred twenty percent (120%) of the Base Rent in effect during the last month of the Term. Lessee shall give Lessor at least thirty (30) days prior written notice from the first day of the month of any intention to quit said Leased Premises, and Lessee shall be entitled to the same thirty (30) days prior written notice from Lessor to quit said Leased Premises, except in the event of non-payment of any Base Rent in advance or of any breach of any other covenant by Lessee, in which event Lessee shall not be entitled to any notice to quit, the usual thirty

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(30) days' notice to quit being hereby expressly waived; provided, however, that in the event Lessee shall hold over after the expiration of the Term, and if Lessor shall desire to regain possession of the Leased Premises promptly at the expiration of the Term, then at any time prior to Lessor's acceptance of the Base Rent from Lessee as a monthly Lessee hereunder, Lessor, at its option, may forthwith re-enter and take possession of the Leased Premises without process, or by legal process in force in the jurisdiction in which the Property is located.

**23. No Broker.**

Lessor and Lessee represent and warrant to each other that no broker was involved in connection with this transaction and each party agrees to indemnify and hold the other harmless from and against the claims of any broker made in connection with this transaction.

**24. Integration; Governing Law.**

(a) This Agreement, together with the recitals and all Exhibits attached hereto, which are hereby incorporated herein by this reference, constitutes the entire agreement of the parties hereto with respect to the subject matter hereof and shall supersede all prior offers, negotiations and agreements. There are no representations or understandings of any kind not set forth herein. No amendment or modification to this Agreement shall be valid unless made in writing and signed by the parties hereto by their respective authorized representatives.

(b) This Agreement and the performance thereof shall be governed, interpreted, construed and regulated by the laws of the Commonwealth of Virginia. The Lessee hereby agrees to provide for and submit to service of process upon a registered agent of Lessee located in the Commonwealth of Virginia.

**25. No Partnership.**

Nothing contained in this Agreement shall be deemed or construed to create a partnership or joint venture of or between Lessor and Lessee, or to create any other relationship between the parties hereto other than that of Lessor and Lessee.

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**26. Force Majeure.**

If Lessor or Lessee is in any way delayed or prevented from performing any of its obligations under this Agreement due to fire, act of God, governmental act or failure to act, strike, labor dispute, inability to procure materials or any other cause beyond Lessor's or Lessee's reasonable control (whether similar or dissimilar to the foregoing events), then the time for performance of such obligation shall be excused for the period of such delay or prevention.

**27. Memorandum of Lease.**

Lessor agrees to execute a Memorandum of Lease as set forth in **Exhibit C**, which Lessee may record with the appropriate recording officer. The date set forth in the Memorandum of Lease is for recording purposes only and bears no reference to commencement of either the lease term or of rent payments.

**28. Time is of the Essence.**

Time is of the essence of each provision of this Agreement.

**29. Survival.**

Lessee's liabilities existing as of expiration or earlier termination of this Agreement shall survive such expiration or earlier termination.

**30. Successors and Assigns.**

This Agreement and the interests granted herein shall run with the land, and shall be binding upon and inure to the benefit of the parties, their respective successors, personal representatives and assigns.

**31. Quiet Enjoyment; Title and Authority**

Lessor covenants and warrants that: (a) Lessor has full right, power and authority to execute and perform this Agreement and to grant Lessee the leasehold interest contemplated under this Agreement; (b) Lessor has good and unencumbered title to the Property; (c) the execution and performance of this Agreement shall not violate any laws or ordinances binding on Lessor; (d) on payment of the rent and performance of

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the covenants herein, Lessee's use and quiet enjoyment of the Leased Premises shall not be disturbed; and (e) Lessor shall be responsible for maintaining all portions of the Property in good order and condition and in compliance with all applicable laws.

### **32. Prior Agreement.**

The parties acknowledge that space at the Property was previously leased between Lessor and Lessee's affiliate, APC Realty and Equipment Company, LLC, a Delaware limited liability company, successor in interest to Nextel Communications of the Mid-Atlantic, Inc., a Delaware corporation, under the terms and conditions of that certain Tower Site Lease Agreement dated April 11, 2007 (collectively, the "Prior Lease"). The Prior Lease expired by its terms on October 31, 2017 and Lessee has been operating at the Leased Premises since such date under the terms of the Prior Lease on a month-to-month basis at a monthly rental rate of Three Thousand Ninety-Seven and 12/100 Dollars (\$3,097.12) per month, partial months to be prorated. Lessor acknowledges receipt of all rental payments due and owing under the Prior Lease. Lessor and Lessee acknowledge and agree that the Prior Lease is terminated effective as of the day immediately prior to the Effective Date of this Agreement, and that thereafter, the terms and conditions of this Agreement shall be the sole instrument governing the leasing of space by Lessee or its affiliates at the Property.

**\*\*\*SIGNATURES ON FOLLOWING PAGE\*\*\***

**\*\*\*REMAINDER OF PAGE INTENTIONALLY LEFT BLANK\*\*\***

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

LESSOR: TOWN OF PURCELLVILLE

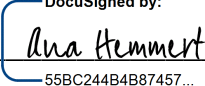
By: \_\_\_\_\_ Date

Name:

Title: Town Manager

Federal Tax I.D. No. \_\_\_\_\_

LESSEE: SPRINT SPECTRUM LLC

By:  \_\_\_\_\_ 5/21/2021  
55BC244B4B87457... Date

Name: Ana Hemmert

Title: Director Technology Procurement

Federal Tax I.D. No. 48-1187511



T-Mobile Legal Stamp 05/19/2021  
Approved as to legal form  
*Jon Drake*  
Sr. Corp. Counsel



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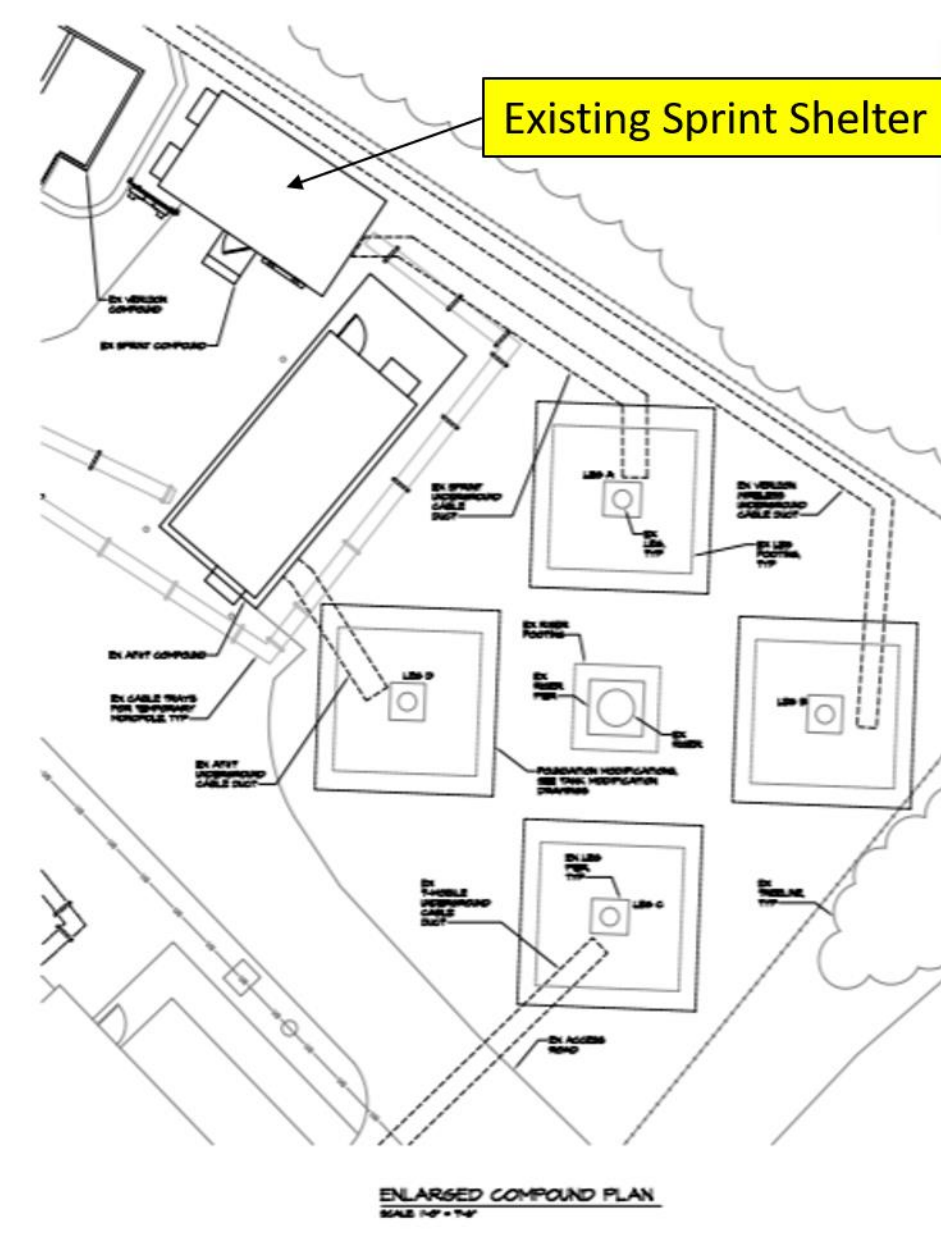
**EXHIBIT A**

Leased Premises, Lessee's Equipment

(See attached.)

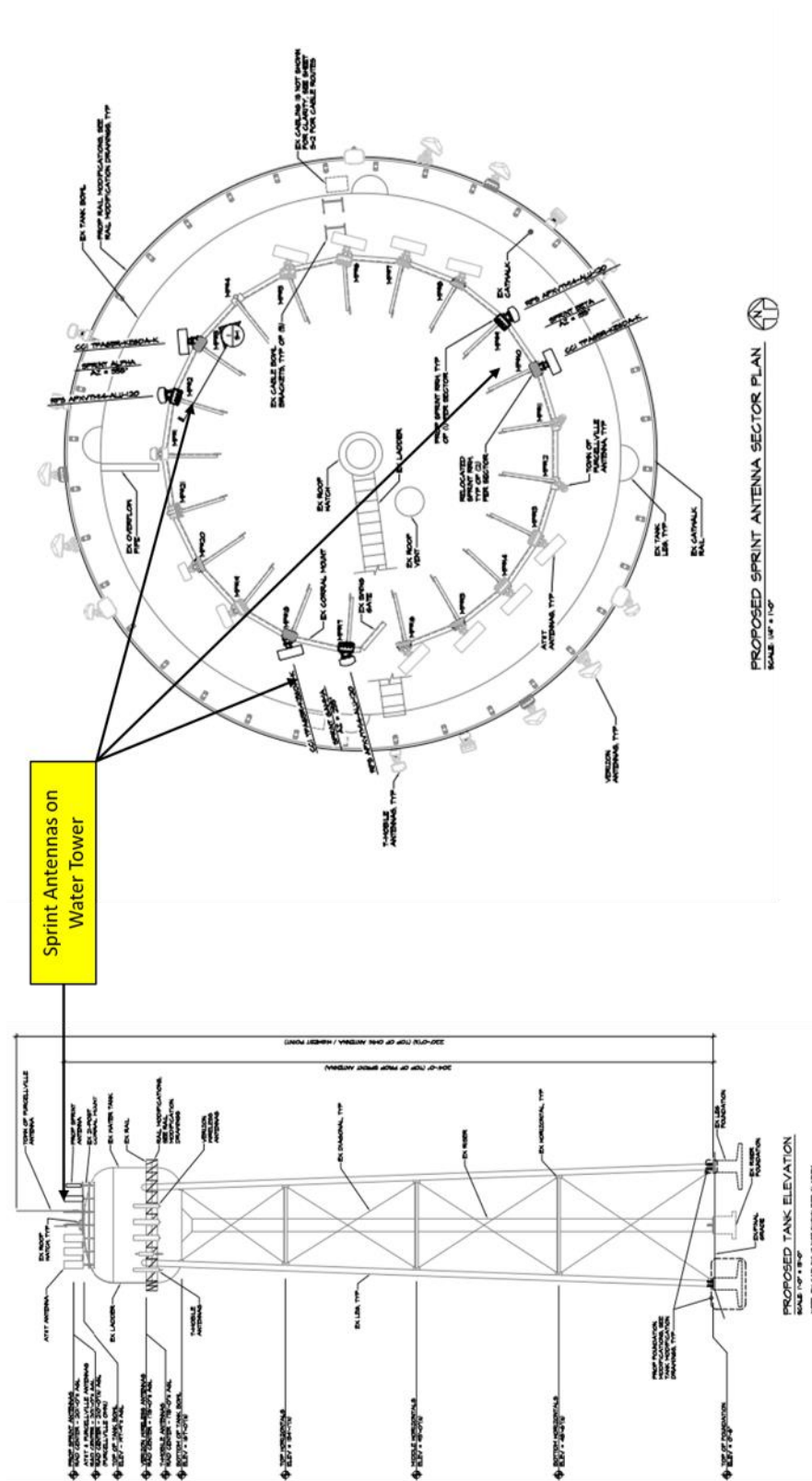
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**EXHIBIT A (Ground)**



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**EXHIBIT A (Tower)**



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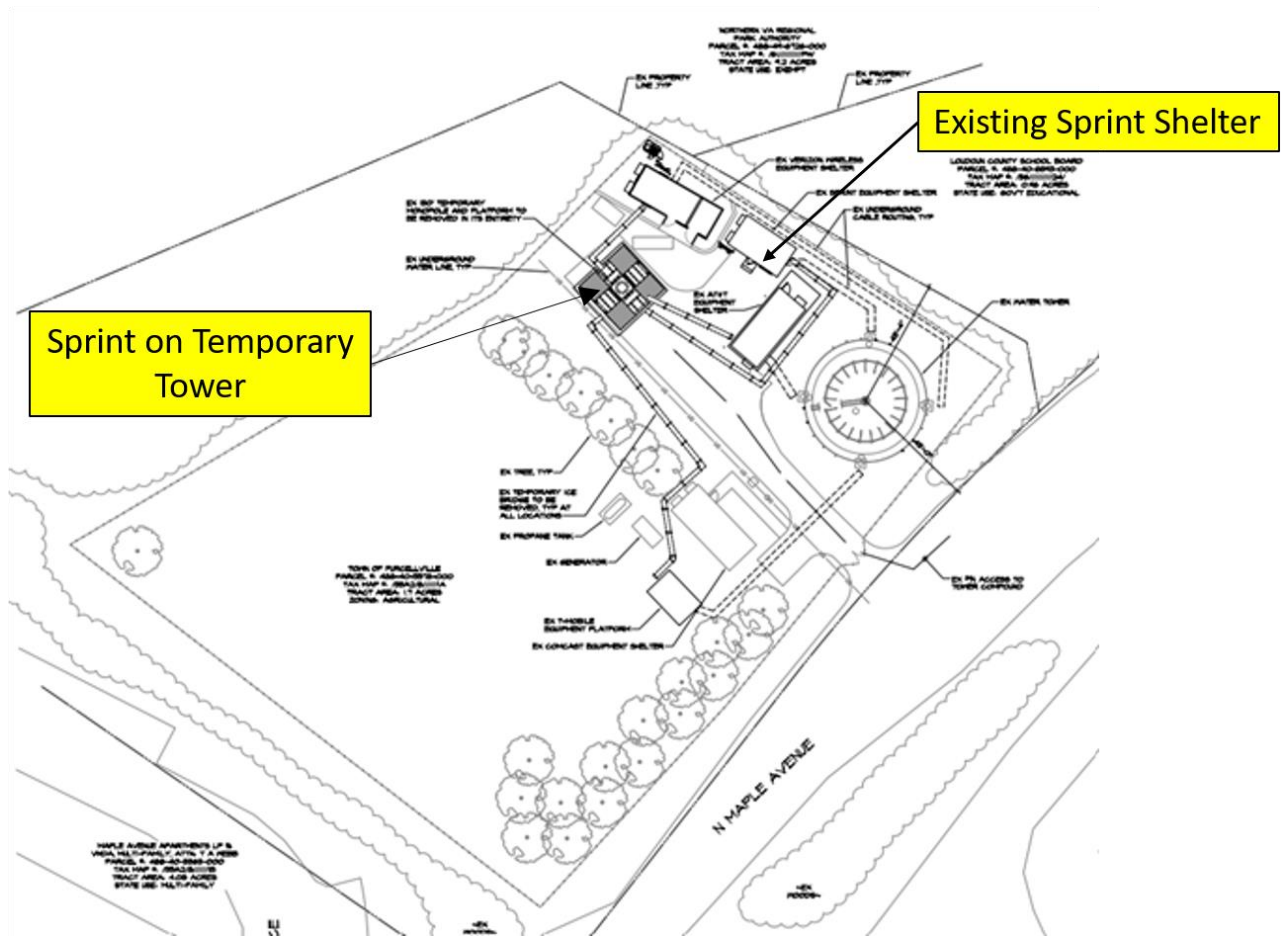
**EXHIBIT A-1**

Temporary Leased Premises, Lessee's Temporary Equipment

(See attached.)

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# EXHIBIT A-1 (Ground)





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**EXHIBIT B**

Town Policy for Entrance to the Elevated Water Tank Enclosure by Lease Holders

(See attached.)

Site ID: WA73XC247



**Town of Purcellville – Elevated Tank Access Policy**

1. Elevated Tank lessees will be issued up to ten (10) cards at no cost. Additional cards in excess of ten (10) will not be issued.
2. Requests for cards must be submitted 48 hours in advance to:

Town of Purcellville  
Director of Public Works  
221 S. Nursery Avenue  
Purcellville, VA 20132  
(540) 751-2314/(540) 338-6205 (Fax)

3. Photos of all card holders will be placed on the access cards. A minimum 48-hours notice is required to schedule ID photos.
4. The individual with a Town-issued access card must be present at all times while on site along with one additional photo ID. Both forms of ID must be presented upon request of a Town of Purcellville Police Officer or Town employee.
5. Guests, such as subcontractors, etc., must be escorted onto the site by one of the ten (10) authorized card holders and must remain with the guest(s) during the entire duration of the guest's access.
6. Town personnel will not unlock the facility for any lessee unless no cards have been issued or all cards have been revoked. Requests for access under these circumstances must be in writing 48 hours in advance and gate will only be unlocked between 8:15 a.m. and 4:45 p.m. when the Town office is open for business and staff is available.
7. It is the responsibility of the Lessee to contact the Town in writing within 24 hours if an employee or contractor is terminated or no longer needs access to the site. Failure to notify the Town will result in permanent revocation of access cards. All actions on behalf of a terminated employee or contractor will be the responsibility of the Lessee until the Town is notified. A fee of \$10 will be charged to reissue a key to a new employee. Keys will not be activated until a photo has been taken.
8. The Town must be notified within 24 hours of a lost or stolen key. The lost or stolen key will be deactivated and a new key will be issued at a cost of \$10 per card. Repeated lack of ID card accountability may result in a revocation of access privileges.
10. All access ID cards are the property of the Town of Purcellville and will be surrendered upon request.
11. The Town reserves the right to deactivate all cards in the event of an emergency, misuse of cards or at the direction of the Town Manager.

*It should be noted that the Town will have a record of every entrance to the tank site. Suspicious access will be followed up with an investigation and access rights may be revoked if satisfactory explanation is not provided. Requests for key cards and questions regarding this policy should be directed to the Town of Purcellville's Director of Public Works at (540)751-2314 or by fax to (540) 338-6205.*

Revised: 4/26/2010



Site ID: WA73XC247

## EXHIBIT C

### Memorandum of Lease

After Recording, Mail To:  
Sprint Property Services  
Sprint Site ID: WA73XC247  
Mailstop KSOPHD0101-Z2650  
6220 Sprint Parkway  
Overland Park, Kansas 66251-2650

Parcel #:088-40-5578-000

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### MEMORANDUM OF LEASE AGREEMENT

THIS MEMORANDUM OF LEASE AGREEMENT ("Memorandum") evidences that a Water Tower Communications Site Lease Agreement (the "Agreement") by and between Town of Purcellville, a municipal corporation ("Lessor") and Sprint Spectrum LLC, a Delaware limited liability company ("Lessee").

The Agreement provides in part that Lessee has the right to enter upon certain real property owned by Lessor and located at 311 Maple Avenue North, Town of Purcellville, County of Loudoun, Commonwealth of Virginia ("Property"). Lessor leases to Lessee a certain portion of the Property for the purpose of installing, operating and maintaining a communications facility and other improvements (as more particularly described in the Agreement, the "Leased Premises"):

The Property which is the subject of the Agreement is described in attached **Exhibit A**, as incorporated herein for all purposes.

Without limiting the terms and conditions of the Agreement, Lessor and Lessee hereby acknowledge the following:

1. Capitalized terms used, but not otherwise defined herein, shall have the meanings ascribed to such terms in the Agreement.
2. The term of the Agreement shall initially be for five (5) years.
3. This Memorandum is not a complete summary of the Agreement. It is being executed and recorded solely to give public record notice of the existence of the Agreement with respect to the Leased Premises. Provisions in this Memorandum shall not be used in interpreting the Agreement provisions and in the event of conflict between this Memorandum and the said unrecorded Agreement, the unrecorded Agreement shall control.

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4. This Memorandum may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto were upon the same instrument.

**IN WITNESS WHEREOF**, the parties hereto have respectively executed this Memorandum effective as of the date of the last party to sign.

**LESSOR:** Town of Purcellville

By: \_\_\_\_\_ (NOT FOR EXECUTION) \_\_\_\_\_

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

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

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

Site ID: WA73XC247

**LESSEE:** Sprint Spectrum LLC

By: \_\_\_\_\_ (NOT FOR EXECUTION)

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

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

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

**Memorandum of Lease Agreement - Exhibit C  
Legal Description**

**The Property is legally described as follows:**

A portion of certain real property located at 311 Maple Avenue North, Town of Purcellville, County of Loudoun, Commonwealth of Virginia, described as follows:

Beginning at a point on the Northwestern R/W line of State Route #722 (formerly Route #287) marking the most Southerly corner of The School Board property; thence with the Northwestern R/W line of Route #722 with a curve to the left whose radius is 1,457.40 feet (and whose chord is S 41° 12' 25" W, 271.27 feet) an arc distance of 271.67 feet to a point; thence departing from the road and running through the property of Anne, Inc. N 54° 07' 59" W, 346.09 feet to a point on the Southerly line of the Northern Virginia Regional Park Authority; thence with the Southerly line of the Northern Virginia Regional Park Authority N 68° 28' 00" E, 320.94 feet to a point marking the most Westerly corner of the aforementioned property of the School Board; thence with the Southwesterly line of the School Board S 59° 26' 40" E, 181.86 feet and S 09° 31' 10" E, 24.37 feet to the point of beginning, containing 1.70201 acres of land.