



DUMFRIES, VIRGINIA

Virginia's Oldest Continuously Chartered Town
CHARTERED 1749 INCORPORATED 1961

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DUMFRIES TOWN COUNCIL MEETING 7:00 P.M. TUESDAY, OCTOBER 20, 2020

MEETING HELD VIRTUALLY DUE TO LOCAL DECLARED EMERGENCY RELATED TO COVID-19

<https://zoom.us/j/97291476344?pwd=TTVuanJiY0ZveXUxK09TWTBWSVE3dz09>

Password: 635196

Webinar ID: 972 9147 6344

- I. **Call to Order and Roll Call**
- II. **Moment of Silent Prayer & Pledge of Allegiance**
- III. **Adoption of the Agenda**
- IV. **Approval of Minutes**
October 6th
- V. **Citizen Comment Period**
- VI. **Mayor & Council Comments**
- VII. **Town Manager's Report**
- VIII. **Presentation**
 - A. Route 1 Widening Project Update – Jonet Prevost-White, Director of Public Works
- IX. **Action Items**
 - A. Resolution to Support 2020 SMART Scale Application – Jonet Prevost-White, Director of Public Works
 - B. Ordinance to Authorize the Town Manager Execute a Lease Agreement for Town Owned Real Property at 17739 Main Street – Keith Rogers Jr., Town Manager
- X. **Closed Session** (Discussion of specific legal matter pursuant to Va. Code §2.2-3711.A.8)
- XI. **Action Items (continued)**
 - C. Ordinance Authorizing the Town Manager Execute a Purchase and Assignment of Rents and Lease of Town Telecommunications Facilities Located at 3460 Canal Road - Keith Rogers Jr., Town Manager
- XII. **Closed Session** (Discussion of Performance of a specific employee pursuant to Va. Code §2.2-3711.A.1)

V. Adjournment

Next Meeting: WEDNESDAY NOVEMBER 4TH (RESCHEDULED DUE TO ELECTION DAY)

DUMFRIES TOWN COUNCIL
Meeting Minutes
TUESDAY, OCTOBER 6, 2020

MEETING HELD VIRTUALLY DUE TO LOCAL DECLARED EMERGENCY RELATED TO COVID-19

A video recording of this meeting is available on the Town's YouTube Channel:

<https://www.youtube.com/watch?v=IOkR-TLgLmc>

I. Call to Order and Roll Call

At 7:02 PM Mayor Wood called the meeting to order. The following members were recorded as present: Wood, Nickerson, Fields, Miles, Neville, Willis. Councilman Brewer was noted as absent.

II. Moment of Silent Prayer & Pledge of Allegiance

III. Adoption of the Agenda

On a motion made by Councilman Fields, seconded by Vice-Mayor Nickerson, the agenda was adopted as amended on a vote 6-0 (Yes: Wood, Nickerson, Fields, Neville, Miles, Willis).

IV. Approval of the Minutes

On a motion made by Vice-Mayor Nickerson, seconded by Councilwoman Miles, the minutes for the September 15th Council meeting were approved on a vote 5-1 (Yes: Wood, Nickerson, Fields, Neville, Miles; No: Willis).

V. Public Comments

The Council heard comments from the public concerning various matters.

VI. Mayor & Council Comments

The Mayor and Councilmembers made personal comments during this time.

VII. Introduction Item

On a motion made by Councilwoman Miles, seconded by Vice-Mayor Nickerson, the public hearing for the following resolution was scheduled for October 20th. Vote: 6-0 (Yes: Wood, Nickerson, Fields, Neville, Miles, Willis).

- A. Resolution to Ordinance to Authorize the Town Manager Execute a Lease Agreement for Town Owned Real Property at 17739 Main Street - Keith Rogers Jr., Town Manager

VIII. Discussion Item

The following matter was discussed.

- A. 2020 Events Update - Keith Rogers Jr., Town Manager

IX. Adjournment

Mayor Wood adjourned the meeting at 7:58 PM.



Town Manager's Report

October 20, 2020

Mayor Wood, Vice-Mayor Nickerson, Honorable Councilmembers

My team and I, continue to persevere in the midst of the ongoing pandemic. Our focus since March has been on ensuring that the core functions of our government continue, despite the local emergency. I am pleased with the way we have been able to adapt and serve our residents. Please note the following updates by agency:

Administration

GFOA Distinguished Budget Presentation Award

For the second year in a row and only the second time ever, Dumfries was awarded the Government Finance Officers Association (GFOA) Distinguished Budget Presentation Award for our FY21 Budget. The award represents a significant achievement by the Town. To receive the budget award, organizations must satisfy nationally recognized guidelines for effective budget presentation. These guidelines are designed to assess how well an entity's budget serves as a policy document, a financial plan, an operations guide and, a communications device. Budget documents must be rated "proficient" in all four categories, and in the fourteen mandatory criteria within those categories, to receive the award.

Financial Billing

Our Finance Team is preparing for our fall billing season which includes, Vehicle License Fee and Real Estate (half); both of which are due by December 5th. Staff has been making upgrades to our financial software to improve our billing efforts this year. Bills will be mailed out by the end of the month. Additional information will be provided to encourage residents to use virtual and pay by mail options, as much as possible.

FY20 Comprehensive Annual Financial Report (CAFR)

Staff is working with our Auditor to prepare the Comprehensive Annual Financial Report (CAFR) for FY20. The CAFR will be submitted to the Commonwealth and presented to Council in November.

Customer Service Center/ DMV

Staff is currently finalizing procedures and infrastructure for our remote scheduling and appointment system to allow the Town to safely re-open next month. Please be reminded that we remain under a declared emergency. I will always act in the best interest of our employees and customers. If changes in the data, or spikes in new cases for our area occur, I will not hesitate to make appropriate adjustments.

Dumfries CARES Act Grant Program

The Dumfries CARES Act Grant Program is now available. The deadline for applications is November 15th. The application form and instructions are available on the Town website:

https://www.dumfriesva.gov/editforms/dumfries_cares_act_grant_program.php

Public Safety

Calls for Service

During the month of September the Police Department handled 509 calls for service. Officers completed 49 foot patrol hours, 440 business checks and 116 parking tickets were issued. Additionally, 91 traffic stops were conducted, and 43 summonses were issued.

Training & Development

During September the Department completed three separate training courses related to community policing. Officers also completed online trainings on conflict mitigation and Use of Force. Additionally, the entire Department completed RADAR/LIDAR certification.

Community Engagement

The Police Department conducted National Night Out on October 6th visiting neighborhoods and distributed PPE throughout the Town. The overall feedback on this year's event has been positive. Staff continues to attend HOA meetings to foster communication between the Department and residents.

Staffing

Current staffing: *8 Sworn Personnel (including the Chief); 1 Administrative Assistant.* Two new recruits have been hired and are scheduled to begin academy in January.

Planning & Community Development

Land Development Applications

Staff has conducted the administrative review and approval of numerous zoning, occupancy and building permits. Staff has also processed two (2) rezoning applications and one (1) site plan application for comments.

C-PACE

In partnership with the Virginia PACE Authority, the Town hosted our C-PACE Program kick-off workshop on October 5th. Information from the kick-off as well as complete program information is available through the VPA website: <https://virginiapace.com/town-of-dumfries/>

Home Occupation

The Department recently created a Frequently Asked Questions Document related to Home Occupation. This information is available in print and on the Department's webpage: https://www.dumfriesva.gov/government/departments/planning_and_community_development/home_occupation.php

Public Works

MS4 Annual Report

This month Town successfully submitted our annual MS4 Permit Report. The Report details the how the town meet each of the six Minimum Control Measures (MCM) as listed in the Town's MS4 Permit. We expect DEQ to provide comments, if any, by the end of the calendar year. The report is available on the Town website: https://www.dumfriesva.gov/government/departments/public_works/municipal_separate_storm_sewer_system.php

Stream Clean-Up

In partnership with Keep Prince William Beautiful, Public Works conducted a Stream Clean-Up on October 10th. We had over 19 participants and collected 24 bags of trash. A similar event will be scheduled for the Spring. These types of events help us to engage the public and provide stormwater education for citizens.

Grounds Maintenance

Grounds maintenance functions inclusive of mowing, trimming, and litter collection continue to progress on schedule. Please be reminded that, weather permitting, Town parks and right-of-ways are cut every two weeks. Maintenance complaints on private property are addressed through code enforcement action.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Keith C. Rogers, Jr.", written in a cursive style.

Keith C. Rogers, Jr.



Route 1 Widening Project Update

Jonet Prevost-White, Director of Public Works

FRALEY BOULEVARD-ROUTE 1 WIDENING PROJECT

SmartScale Funding Approval:

- Approval from Town Council is required prior to final scoring/consideration of the application.
- Pre-application for funding consideration started in April of 2020.
- Final application was submitted August 2020.
- Final scoring of the projects will be posted online in January 2021 for Commonwealth Transportation Board's (CTB) consideration for the next Six Year Improvement Plan (SYIP) in April 2021.



FRALEY BOULEVARD-ROUTE 1 WIDENING PROJECT

Route 1 Project Update:

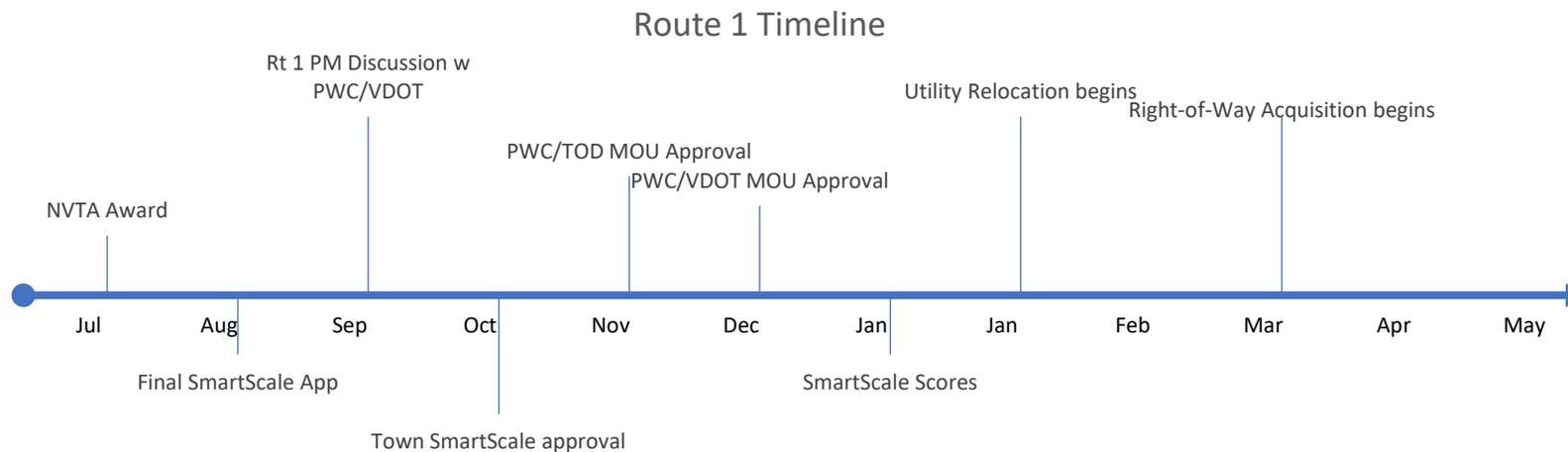
- NVTa awarded the Town an additional \$78 million to fully fund the construction portion of the \$129 million project.
- Project is at 60% design. A link to plans is posted on the Town's Route 1 webpage. Updated plans will be posted by VDOT as they become available.
- The Town is reviewing a draft Memorandum Of Understanding(MOU) with Prince William County's Transportation department to manage the Rt.1 Project for the Town.
- Discussion with affected landowners concerning design/roadway revisions is on-going.



FRALEY BOULEVARD-ROUTE1 WIDENING PROJECT

Timeline Update:

- July 2020 – NVTA awards funding for Fraley Blvd/Rt 1 in SYIP
- September 2020 – Discussion Project Management transition with PWC/VDOT
- September 2020 - Review of 60% design plan
- November/December 2020 - Approved MOU between TOD-PWC
- December 2020 - Approved MOU between PWC-VDOT



Town of Dumfries Department of Public Works



AT A MEETING OF THE DUMFRIES TOWN COUNCIL HELD VIRTUALLY ON OCTOBER 20, 2020: ON A MOTION MADE BY _____, AND SECONDED BY _____, THE FOLLOWING RESOLUTION WAS ADOPTED BY THE FOLLOWING VOTE:

Charles C. Brewer,;
Brian K. Fields, ;
Selonia B. Miles, ;
Cydney A. Neville, ;
Monaé S. Nickerson, ;
Melva P. Willis, ;
Derrick R. Wood, ;

RESOLUTION OF SUPPORT FOR SMARTSCALE APPLICATION FOR ROUTE 1 WIDENING PROJECT 0001-212-249 - UPC 90339

WHEREAS, the Route 1 Widening Project is a top priority of the Town of Dumfries; and

WHEREAS, the Town of Dumfries has been awarded funding from the Northern Virginia Transportation Authority to implement this project; and

WHEREAS, the Town staff continues to pursue all available funding options to ensure successful completion of this project; and

NOW, THEREFORE, BE IT RESOLVED that the Town Council of the Town of Dumfries does hereby support the Smart Scale application for the Route 1 Widening Project.

By Order of Council:

Derrick R. Wood, Mayor

ATTEST: _____
Dawn Leander, Town Clerk

AT A MEETING OF THE DUMFRIES TOWN COUNCIL HELD ON OCTOBER 20, 2020, ON A MOTION DULY MADE BY _____, AND SECONDED BY _____, THE FOLLOWING ORDINANCE WAS ADOPTED BY THE FOLLOWING VOTE:

Charles C. Brewer,;
Brian K. Fields, ;
Selonia B. Miles, ;
Cydney A. Neville, ;
Monaé S. Nickerson, ;
Melva P. Willis, ;
Derrick R. Wood, ;

ORDINANCE AUTHORIZING THE TOWN MANAGER ENTER INTO A LEASE AGREEMENT OF TOWN OWNED OFFICE SPACE LOCATED AT 17739 MAIN STREET

WHEREAS, Virginia Code§ 15.2-1800(B) provides any locality may lease, as lessor, its real property after the governing body has held a public hearing concerning such; and

WHEREAS, the Town Council has contracted with TriMark to manage the building located at 17739 Main Street; and

WHEREAS, TriMark has negotiated with an existing tenant regarding the lease of a suite on the third floor of 17739 Main Street; and

NOW, THEREFORE, BE IT ORDAINED by Town Council that the Town Manager is authorized to enter into an amended lease agreement for Town owned office space at 17739 Main Street, Dumfries, Virginia 22026.

By Order of Council:

Derrick R. Wood, Mayor

ATTEST: _____
Dawn Leander, Town Clerk

FIRST AMENDMENT TO DEED OF LEASE

THIS FIRST AMENDMENT to the DEED OF LEASE (this “**Amendment**”) is made as of September 30, 2020, between the TOWN OF DUMFRIES (“**Landlord**”), and THE FUTURE KINGS (“**Tenant**”).

B A C K G R O U N D

Landlord and Tenant are parties to a certain Deed of Lease ,dated September 18, 2019 (the “**Lease**”), under which the Landlord leases to Tenant approximately 1,330 square feet of gross leasable area in Suite 320 (the “**Premises**”), located at 17739 Main Street, Dumfries, Virginia; and

Landlord and Tenant want to modify the Lease as set forth in this Amendment.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which the parties acknowledge, and intending to be legally bound hereby, the parties agree as follows:

1. Rent Deferral. Tenant’s obligation to pay the Monthly Base Rent shall be deferred by \$773.33 for the months of October 2020 through September 2021 (“**Rent Deferral Period**”). For the Rent Deferral Period, Tenant shall pay Monthly Base Rent to the Landlord in the amount of \$1,000.00 per month. Subject to the provisions of this section, the total amount of rent deferred during the Rent Deferral Period shall be \$9,279.96 (the “**Deferred Rent**”). Beginning on October 1, 2021, Tenant repay the Deferred Rent to the Landlord in equal monthly payments of \$257.78 on the first day of each month through September 30, 2024, as and when Tenant otherwise pays Minimum Rent. If Tenant defaults under the Lease during the Rent Deferral Period, Tenant shall not be entitled to any further Deferred Rent. If Tenant defaults under the Lease during the Term, any Deferred Rent outstanding shall immediately become due and payable.

	Base Monthly Rent	Deferred Amount	Total Monthly Rent
October 1, 2020 – September 30, 2021	\$1,773.33	(\$773.33)	\$1,000.00
October 1, 2021 – September 30, 2022	\$1,817.67	\$257.78	\$2,075.45
October 1, 2022 – September 30, 2023	\$1,863.11	\$257.78	\$2,120.89
October 1, 2023 – September 30, 2024	\$1,909.66	\$257.78	\$2,167.44

2. Miscellaneous. Except as provided herein, all capitalized terms have the meanings ascribed to them in the Lease. The parties ratify and confirm that the Lease, as amended by this Amendment, remains in full force and effect. Except as expressly set forth in this Amendment to the contrary, Landlord’s leasing of the Premises to Tenant shall be upon and subject to the terms and provisions set forth in the Lease. This Amendment may be modified, waived or amended only by a written agreement signed by all parties. The terms of this Amendment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns under the Lease. This Amendment sets forth the entire agreement between the parties and cancels all prior negotiations, and agreements, if any,

between Landlord and Tenant regarding the subject matter hereof. This Amendment may be executed in counterparts (including by electronic signature), each of which shall be deemed an original and all of which together shall constitute one and the same document. This Amendment shall be governed by and interpreted under the laws of the Commonwealth of Virginia.

[SIGNATURES FOLLOW]

IN WITNESS WHEREOF, the parties hereto have executed this Amendment under their respective hand and seals as of the date set forth above.

LANDLORD:

TOWN OF DUMFRIES,
a Municipal Corporation of the Commonwealth of Virginia

By: _____
Keith Rogers, Town Manager

TENANT:

THE FUTURE KINGS

By: _____
Name:
Title:

MOTION:

MEETING DATE: October 20, 2020

SECOND:

RE: AUTHORIZE CLOSED MEETING

WHEREAS, the Town Council of the Town of Dumfries desires to discuss in closed meeting the following matter(s):

1. 1 matter of consultation with legal counsel regarding specific legal matters requiring the provision of legal advice by such counsel – proposed Purchase and Easement Agreement (Va. Code §2.2-3711.A.8); and

WHEREAS, pursuant to Va. Code §§2.2-3711.A. 8, such discussion(s) may occur in closed meeting;

NOW, THEREFORE, BE IT RESOLVED that the Town Council of the Town of Dumfries does hereby authorize discussion of the aforestated matter(s) in closed meeting.

VOTE

AYES:

NAYS:

ABSTAIN:

ABSENT:

MOTION:

MEETING DATE: October 20, 2020

SECOND:

RE: CERTIFICATION OF CLOSED MEETING

WHEREAS, the Town Council of the Town of Dumfries has convened in closed meeting on this date pursuant to an affirmative recorded vote and in accordance with the provisions of the Virginia Freedom of Information Act; and

WHEREAS, Va. Code §2.2-3712 requires a certification by the Town Council that such closed meeting was conducted in conformity with Virginia law;

NOW, THEREFORE, BE IT RESOLVED that the Town Council of the Town of Dumfries hereby certifies that, to the best of each member's knowledge, (i) only public business matters lawfully exempted from open meeting requirements by Virginia law were discussed in the closed meeting to which this certification resolution applies, and (ii) only such public business matters as were identified in the motion convening the closed meeting were heard, discussed or considered by the Town Council.

VOTE

AYES:

NAYS:

ABSTAIN:

ABSENT:

AT A MEETING OF THE DUMFRIES TOWN COUNCIL HELD VIRTUALLY ON OCTOBER 20, 2020: ON A MOTION MADE BY _____, AND SECONDED BY _____, THE FOLLOWING ORDINANCE WAS ADOPTED BY THE FOLLOWING VOTE:

Charles C. Brewer, ;
Brian K. Fields,;
Selonia B. Miles,;
Cydney A. Neville,;
Monaé S. Nickerson,;
Melva P. Willis,;
Derrick R. Wood,;

ORDINANCE AUTHORIZING THE TOWN MANAGER TO EXECUTE A PURCHASE AND ASSIGNMENT OF RENTS AND LEASE OF TOWN TELECOMMUNICATIONS FACILITIES LOCATED AT 3460 CANAL ROAD

WHEREAS, Article VII, Section 9 of the Constitution of Virginia provides the manner and term for the sale of property and granting of franchises by cities and towns; and

WHEREAS, Virginia Code §15.2-1800(B) provides any locality may lease, as lessor, its real property after the governing body has held a public hearing concerning such; and

WHEREAS, the Town owns telecommunications infrastructure at 3460 Canal Road (Parcel ID: 8289-01-9266) that are leased and for which the Town receives rents; and

WHEREAS, the Town desires to entertain an unsolicited offer from CCT-4, LLC for the purchase and assignment of the rents, as well as future lease and easement related to the telecommunications infrastructure at 3460 Canal Road (Parcel ID: 8289-01-9266); and

WHEREAS, the Town will continue to act as landlord and retain ownership of the aforementioned property; and

WHEREAS, lease rights shall revert back to the Town following the lease terms; and

WHEREAS, following a duly advertised public hearing, the Town Council authorizes the Town Manager to finalize negotiations and enter into an agreement in a form substantially similar as publicized and as approved by the Interim Town Attorney.

NOW, THEREFORE BE IT ORDAINED, by the Town Council, that the Town Manager is authorized to execute a purchase and assignment of rents and lease of Town telecommunications facilities located at 3460 Canal Road with CCT-4, LLC in a form substantially similar to the Purchase and Lease Agreement as publicized and as approved by the Interim Town Attorney.

By Order of Council:

Derrick R. Wood, Mayor

ATTEST: _____
Dawn Leander, Town Clerk

PURCHASE AND EASEMENT AGREEMENT

THIS PURCHASE AND EASEMENT AGREEMENT (this "**Agreement**") is made as of the _____ day of October 2020 by and between Town of Dumfries, a municipal corporation of the Commonwealth of Virginia ("**Landlord**") and CCT-4, LLC, a Delaware limited liability company ("**CCT**"). (Landlord and CCT, each a "**Party**" and the Landlord and CCT, together as the "**Parties.**")

SUMMARY

The following summary is to assist in understanding the basic organization of the contemplated transaction.

Pursuant to this Agreement, the Town/Landlord will sell and assign all rights to receive rent owed the Landlord under the current lease with the current tenant. CCT will pay the Landlord a total of \$784,000 (\$500,000 at Closing and \$28,400 each year thereafter for 10 consecutive years.) The term of Agreement is for 40 years commencing on the closing date. This 40-year term is divided into two (2) parts:

- (a) The length of the current lease (latest would be December 31, 2044, unless sooner terminated), during which time CCT would collect the purchased rents.
- (b) The remainder of the 40-year term (until a date in October 2060), for which CCT is authorized to locate a new tenant(s) for CCT's own account (which may extend after the term with the Landlord's consent and to the extent permitted by law thereafter, with Landlord's permission, with rent after the term payable to the Landlord's account).

RECITALS

WHEREAS, Landlord is the fee simple owner of an undivided interest in the property described on **Exhibit A** attached hereto (the "**Property**"); and

WHEREAS, Landlord and Southwestern Bell Mobile Systems, Inc. t/a Cellular One ("**Southwestern**"), entered into a Real Property Lease Agreement, dated January 1, 1990 (the "**Original Lease**"), whereby Landlord leased to Southwestern a portion of land being described as a 5,000 square foot portion of the Property (said leased portion being the "**Premises**"), located at 3460 Canal Road (Tax Parcel #8289-01-9266), Town of Dumfries, Prince William County, Commonwealth of Virginia (also known as 229 Canal Road), and being further described in Book 1235, Page 1833 in the Clerk's Office of the Circuit Court for Prince William County, together with those certain access, utility and or maintenance easements and/or rights of way granted in the Original Lease; and

WHEREAS, Landlord and SBC Tower Holdings, LLC, a Delaware limited liability company ("**SBC**"), a successor-in-interest to Southwestern, entered into that First Amendment to Real Property Lease Agreement, dated June 4, 2002 ("**First Amendment**"), which amended the term of the Original Lease, among other changes; and

WHEREAS, NCWPCS MPL 21 – YEAR SITES TOWER HOLDINGS, LLC, a Delaware limited liability company by and through CCATT LLC, a Delaware limited liability company, its Attorney-in-Fact, became successor-in-interest to SBC; and

WHEREAS, the Original Lease, as amended by the First Amendment, had an original term, including all renewal terms, that was scheduled to expire on December 31, 2019, and Landlord and Tenant entered into that Second Amendment to Real Property Lease Agreement, dated November 17, 2015 (“**Second Amendment**”), which amended the term of the Original Lease, as amended by the First Amendment, to provide for additional renewal terms extending its total term to December 31, 2044, unless sooner terminated as provided by Original Lease, as amended by the First Amendment and the Second Amendment (the “**Existing Lease**”), and to make other changes; and

WHEREAS, subject to the terms and provisions of this Agreement, Landlord wishes to sell and assign to CCT, and CCT wishes to acquire from Landlord, all of Landlord’s rights to, and to receive, “**Rents**” (as defined below) under the Existing Lease and all “**Future Leases**” (as defined below) of the Property or any portion thereof during the “**Term**” (as defined below) (such other leases, together with the Existing Lease, the “**Leases**”); and

WHEREAS, Landlord wishes to grant to CCT, and CCT wishes to be a beneficiary under, the “**Easements**” (as defined below) on, under and over, as the case may be, the Property with respect to the Term Balance;

NOW, THEREFORE, for and in consideration of the aforesaid Recitals and the provisions set forth hereinafter and the good and valuable consideration, the receipt and sufficiency of which the Parties do hereby acknowledge, the Parties agree as follows:

1. Definitions; Exhibits.

1.1 Definitions. For purposes of this Agreement, terms not defined elsewhere in this Agreement, or by reference to another document related to this Agreement, are defined below:

- (a) “Closing” shall mean the completion of the actions described in **Section 2**.
- (b) “Closing Date” shall mean the date on which the Closing occurs.
- (c) “Closing Documents” shall mean the documents signed and/or delivered at the Closing, as provided by **Section 2**.
- (d) “Communication Easement” shall mean the easement granted to CCT under Section 3(d), as set forth in **Exhibit B**.
- (e) “Communication Services” shall include the Uses described in **Section 2 of the Existing Lease** as well as the provision of communications over a distance by cable, radio frequency transmission, telegraph, telephone, broadcasting, cellular or other means in substitution thereof as enabled by various technologies, as same may exist now or in the future.
- (f) “Easements” shall mean the Easements as described in **Exhibit B**.
- (g) “Existing Lease” shall mean as defined in the Recitals.
- (h) “Future Leases” shall mean all Leases (including all amendments to the Existing Lease and to each Future Lease) with all or a portion of its term within the Term Balance, but not prior thereto.
- (i) “Improvements”, with respect to each Lease, shall have the meaning as set

forth in each such Lease or, if none, as determined under applicable law.

- (j) “Landlord” shall mean Town of Dumfries, Virginia.
- (k) “Lease(s)” shall mean as defined in the Recitals whether in the form of leases, licenses, amendments, easements and/or other similar types of agreements.
- (l) “Original Lease” shall mean as defined in the Recitals.
- (m) “Person” shall mean any individual, corporation (including any non-profit corporation), general or limited partnership, limited liability company, joint venture, estate, trust, association, organization, labor union or other entity or governmental body.
- (n) “Premises” shall mean as defined in the Recitals.
- (o) “Property” shall mean as defined in **Exhibit A**.
- (p) “Purchase Price” shall be **Seven Hundred Eighty-Four Thousand United States Dollars (US \$784,000.00)** (subject to any adjustments detailed in the settlement statement described in **Section 2**) and which shall be payable as follows: \$500,000 payable at the Closing and \$284,000 payable in ten (10) equal consecutive annual installments of \$28,400 on each anniversary of the Closing commencing on the first anniversary thereof, payable in accordance with **Section 18**.
- (q) “Rent(s)” shall mean all rent, income, charges, interest, penalties, fees and other revenue due and payable (without grace periods) during the Term to Landlord under all Leases, whether described as base rent, additional rent, adjusted rent, increased rent, colocation rent, holdover rent, Easement Fees, rentals shared pursuant to **Section 16 of the Original Lease** or otherwise, excluding security deposits and payments in respect of real property taxes and assessments payable by any Tenant to Landlord if Landlord is legally obligated to pay such tax pursuant to the applicable Lease.
- (r) “Taxes” shall mean all present and future real property taxes, transfer taxes, penalties, interest, roll-back or additional taxes, and all other fees and assessments, regardless of the taxing method attributable to the Property.
- (s) “Tenant(s)” shall mean initially the lessee under the Second Amendment and thereafter the lessee under any successor or permitted assignee under any Lease during the Term.
- (t) “Term” shall mean the period commencing (and including) the Closing Date and continuing until midnight (EST) of the last business day preceding the fortieth (40th) anniversary of the Closing Date.
- (u) “Term Balance” shall mean the portion of the Term following the expiration/termination of the Existing Lease.
- (v) “Use” shall mean the use by CCT, with respect to the Term Balance, (i) with the same effect as it would have if CCT were a Tenant (whether it is or not and without any obligation to pay to, or share Rent with, the Landlord) if **Sections 2, 6 and 7 of the Original Lease** had continued throughout the Term Balance and (ii) with respect to rights and easements granted it under this Agreement, for the provision of Communication Services and uses ancillary thereto, including in each case and without limitation the uses and easements described in **Section 2 of the Original Lease**.

1.2 Exhibits.

- A –Description of the Property and the Premises (and related rights)
- B – Easements
- C – Tenant Notification Letter
- D – Memorandum of Agreement

2. Closing. Subject to the terms and conditions of this Agreement, at a Closing to occur by telephone conference or other agreed upon procedures, the following will take place, and be deemed to take place, simultaneously:

(a) CCT and the Landlord shall each deliver, by an electronic scan, an executed and notarized counterpart of this Agreement to the other Party;

(b) Landlord shall execute and deliver to CCT a Tenant Notification Letter to the Tenant under the Existing Lease in the form of **Exhibit C.**

(c) CCT and the Landlord shall (i) each execute, before a Notary Public, the Memorandum of Agreement in the form and substance attached hereto as **Exhibit D** and (ii) comply with the provisions of **Section 10** hereof;

(d) CCT shall execute and acknowledge any transfer tax filings or similar instruments required in connection with the filing of the Memorandum of Agreement and will pay one half of all taxes, fees and charges payable in connection therewith and the Landlord will pay the other one half;

(e) CCT shall deliver a settlement statement, previously approved by Landlord, reflecting adjustments to the Purchase Price for (i) prorations, if any; (ii) a two-month credit to CCT (for Rent potentially received by Landlord for periods following the Closing Date, as contemplated by **Section 9.2**); and (iii) for each of CCT and the Landlord to pay one half of state and local filing, recording and transfer taxes, fees and charges; and

(f) CCT shall pay the portion of the Purchase Price payable at the Closing (as such Purchase Price may be adjusted pursuant to the aforesaid settlement statement) by wire transfer to Landlord to an account previously specified by Landlord in a writing delivered to CCT by Landlord.

The Closing shall be completed, and deemed completed, upon completion of all of items (a) through (f) of this Section 2.

3. Purchase of Rents; Unconditional Sale; Grant of Easements and Related; Tenant Improvements Abandoned.

(a) **Rents.** Landlord hereby sells and assigns to CCT all of Landlord's rights to, and to receive, Rents that are, and/or become, due and payable to Landlord during the Term under the Existing Lease and any other Leases of the Property or any portion thereof or portions of the Property related thereto.

(b) **Acknowledgement of Prepayment.** Landlord acknowledges that part of the consideration paid to Landlord under this Agreement consists of the prepayment (through the

Closing payment and agreed upon installments) in full by CCT for CCT's acquisition of all current and future rights to receive Rents under the terms of this Agreement.

(c) Unconditional Sale. The sale, assignment and transfer under **Section 3(a)** above is an absolute, unconditional and irrevocable sale, assignment and transfer that may not be terminated or rescinded by Landlord except as may otherwise be provided by **Section 15.**

(d) Grant of Easements and Other Rights. Effective with respect to the Term Balance, Landlord hereby grants and conveys to CCT, and CCT hereby accepts the benefits of the grant of, the easements and other rights set forth in the Existing Lease and summarized in **Exhibit B.**

(e) Tenant Improvements. To the extent Tenant Improvements (as defined under the relevant Lease or, if not, by applicable law) are (i) abandoned or (ii) not timely removed under the terms of the relevant Lease or, if neither abandoned nor covered by the terms of the relevant Lease, then within a period of not less than ten nor more than 20 days following notice from CCT that such Improvements will be deemed abandoned if not removed by the end of such period, such Improvements will be deemed abandoned and will thereafter become property of CCT.

4. Exclusive Right to Lease After Expiration/Termination of Existing lease; Power-of-Attorney to Collect Rent; Negative Covenants.

(a) Exclusive Right and Authority to Solicit and Negotiate Leases and Collect Rents. It is the intent of the Parties to support and encourage the addition of new tenants to lease space on the Property and/or Easements for all or a portion of the Term Balance (that is, the portion of the Term following the expiration/termination of the Existing Lease, i.e. December 31, 2044) and for the Uses described in **Section 1.1.** Landlord hereby irrevocably constitutes and appoints CCT as Landlord's exclusive leasing agent with respect to the Term Balance (i) to utilize the Communications Easement as and to the extent CCT deems useful, (ii) to solicit and negotiate all Leases with a term not exceeding the Term unless Landlord consents otherwise, which consent shall not be unreasonably withheld, delayed or conditioned, and (iii) to negotiate all Leases on terms and conditions that CCT believes, in its sole discretion exercised in good faith, to be consistent with the terms of this Agreement.

(b) Power-of-Attorney. Landlord irrevocably constitutes and appoints CCT as Landlord's attorney-in-fact ("Attorney"), coupled with an interest, to exercise any power and take any action on behalf of the Landlord in connection with any matter concerning the collection of Rents (including attorney's fees, late fees and interest) provided the Landlord under the Existing Lease or applicable law as such Attorney, in its sole discretion, believes to be necessary or appropriate. Without limiting the generality of the foregoing, such Attorney is hereby authorized to execute any and all documents, and pursue and all legal and judicial remedies the Attorney believes necessary or appropriate to enforce Tenant's obligations to timely pay Rents (including attorney's fees, late fees and interest) under the Existing Lease, and Future Lease or applicable law, as Attorney may determine in its sole discretion. Landlord shall execute such documents as CCT may request for purposes of evidencing this Power-of-Attorney and enabling CCT to carry out the purposes and intents of this appointment.

(c) Landlord Shall Execute Upon Request. Unless Landlord promptly objects in good faith and for good reason not inconsistent with the Parties' intent and obligations hereunder, Landlord shall, upon CCT's request, promptly (i) execute (before a notary, if requested or determined necessary) each proposed Lease presented by CCT to Landlord for execution that is consistent with the terms of this Agreement or is otherwise acceptable to Landlord or, if not

acceptable, Landlord shall promptly give notice to CCT of the specific reasons therefor and (ii) deliver each duly executed Lease to CCT for countersigning by CCT, as the exclusive leasing agent for Landlord, and thereafter for delivery to the Tenant. Landlord and CCT shall each provide the other with fully executed copies of all Leases. The Property and Landlord will be bound by all such Leases.

(d) Landlord Non-Compete; Referral Only. Landlord shall promptly (i) refer all Persons inquiring about leasing space on the Property for the Term Balance or portion thereof (including Tenants under any Lease who inquire about amending same) to CCT and to no others and (ii) notify CCT of such referral together with all relevant information Landlord may have, including names and contact data, without commencing any negotiations. During the Term Balance, Landlord shall promptly advise CCT of all Persons, other than a then Tenant or Tenant invitee, (A) requesting access to the Communication Easement or (B) of whom Landlord has knowledge as passing over, on or under the Communication Easement.

(e) Negative Covenant. Except (i) as otherwise requested by CCT in connection with CCT's rights hereunder and (ii) for Landlord's obligations under **Section 4**, Landlord shall not, without the prior written consent of CCT (which prior consent shall not be unreasonably withheld), directly or indirectly (A) attempt to divert or solicit the Communication Services business of any Tenant or prospective tenant away from the Property, (B) lease or license to or otherwise allow provider(s) of Communication Services to conduct business or other related activities on the Property, (C) lease or license to or otherwise allow other business or activity thereon that could interfere with the provision of Communication Services from the Property, (D) carry on, invest or participate in, or issue building or other permits related to, Communication Services within three (3) miles of the Property or extend the Term or any other right of the existing tenant or any successor tenant beyond the current expiration date under the Existing Lease.

5. Taxes, Utilities and Insurance. Notwithstanding anything to the contrary in this Agreement, neither Landlord shall assume and satisfy all obligations for (i) real property Taxes nor personal property taxes, including assessments, relating to Tenant's Improvements and other personal property and any other taxes or assessments on Tenant's assets in, on or around the Property and (ii) any utilities, insurance and Taxes applicable to the Property and/or any structure thereon except to the extent such expenses are the obligation of Tenants or CCATT LLC and Tenants or CCATT LLC has timely satisfied same.

6. Landlord Undertakings.

Landlord shall continue to pay, perform and otherwise discharge all obligations and liabilities of Landlord under all Leases, whether arising prior to, on or after the date hereof. Without limiting Landlord's obligations contained elsewhere under this Agreement, Landlord shall:

(a) not perform or discharge any obligation or liability of Landlord under any Lease, or fail to do so, in a manner that could

- (i) hinder, delay or otherwise adversely affect CCT's receipt and collection of Rent, or
- (ii) give rise to any offset against, deduction from or withholding by any Tenant, of Rent under any Lease, for any cause or reason whatsoever, or the assertion of any such right by any Tenant;

(b) not negotiate or enter into amendments of any Lease relating to the Term Balance or any portion thereof, without the prior written consent of CCT which shall have the exclusive

authority to negotiate all terms and conditions of all Leases with a term during the Term Balance or any portion thereof;

(c) not, other than to the extent required herein or requested in writing by CCT, exercise or enjoy any of the rights or remedies of Landlord under any Lease that would hinder, delay or otherwise adversely affect CCT's receipt and collection of Rent under any Lease (including, without limitation, terminating or threatening to terminate any Lease or accepting surrender of any Lease);

(d) promptly notify CCT of any (i) work to be done on the Property by or on behalf of any Tenant or agent of the Tenant and (ii) telephone, email, letter or other communication involving any Tenant or Tenant agent; and

(e) maintain the Property in good condition, except to the extent otherwise expressly provided by a specific Lease.

7. Representations and Warranties of Landlord.

Landlord represents and warrants to CCT that to the best of Landlord's knowledge:

(a) This Agreement constitutes the legal, valid and binding obligation of Landlord, enforceable against the Landlord in accordance with its terms.

(b) The Existing Lease constitutes the legal, valid and binding obligation of the parties thereto, enforceable against such parties thereto in accordance with its terms. There have been no amendments to the Existing Lease. To the best knowledge of Landlord, the Tenant has not assigned or subleased, or attempted to assign or sublease, all or any part of its interest in the Existing Lease.

(c) Intentionally Omitted

(d) To the best of Landlord's knowledge, the Tenant Notification Letter set forth on **Exhibit C** contains the proper information required for giving effective notice of the sale, assignment and transfer of Rents as provided by this Agreement.

(e) The Landlord has the authority to execute and deliver this Agreement, and all documents related thereto. This Agreement and its enforceability in accordance with its terms does not require the approval of any governmental authority other than the Town of Dumfries, which authority has been duly granted.

(f) The execution, delivery and performance by Landlord of the Existing Lease (i) did not, and this Agreement does not, violate or conflict with the terms of Landlord's organizational documents (if applicable) or any agreement to which the Landlord is a party or by which the Landlord or the Property, including any easements granted thereon, is bound or (ii) did not, nor does not, violate or conflict with any law, rule, regulation, judgment, order or decree (including any law, rule or regulation and/or any agreements related thereto to which the Landlord or Property are subject).

(g) Any permits, licenses, consents, approvals and other authorizations which are necessary or appropriate in connection with Landlord's execution, delivery or performance of the Closing Documents have been obtained by Landlord and are in full force and effect.

(h) There is no pending or threatened action, suit or proceeding that, if determined against Landlord or the Property, or, to the best of Landlord's knowledge, any Tenant, would adversely affect Landlord's ability to enter into this Agreement or to perform its obligations

thereunder or the right of CCT to timely receive Rents due and payable during the Term under the Existing Lease or any other Lease.

(i) A true, correct, and complete copy of the Existing Lease (including all amendments, modifications, supplements, waivers, renewals and extensions of each) and of each memorandum of lease, memorandum of commencement, non-disturbance agreement, estoppel certificate, assignment, sublease and other instrument or agreement executed by Landlord in connection therewith or relating thereto together with all amendments or supplements thereof (if any), has, to the best of Landlord's knowledge, been delivered by Landlord to CCT.

(j) Landlord is the sole legal owner of fee title to the Property. The Property is free and clear of all liens and easements other than those included in the Existing Lease. Landlord has not previously deeded, granted, assigned, mortgaged, pledged, hypothecated, alienated or otherwise transferred any of its right, title and interest in and to the Existing Lease, the Property, or any part thereof, to any Person.

(k) There are no agreements, arrangements or understandings (oral or written) to which Landlord is a party or by which Landlord is bound, relating to the Existing Lease or the Property.

(l) The current Rent is subject to adjustment or re-calculation only at the time and in the manner, if any, set forth in the Existing Lease. To the best of Landlord's knowledge, the Tenant under the Existing Lease does not have any right of offset, abatement, or deduction, and, except as set forth in the Existing Lease, no period of free or reduced Rent. Except to the extent the current Rent is made on a monthly basis, Tenants have not paid, and Landlord has not collected, any Rent in respect of any period more than 30 calendar days from the Closing Date, nor has Landlord received any security deposit, letter of credit, guaranty or other security for any Tenant's obligation for payment of Rent.

(m) To the best of its knowledge, Landlord has not breached or defaulted upon its obligations under the Existing Lease, and no fact or circumstance presently exists which, with the giving of notice or the lapse of an applicable cure period, or both, would constitute a breach or default by Landlord under the Existing Lease. To the best of Landlord's knowledge, no Tenant has breached or defaulted upon Tenant's obligations under the Existing Lease, and no fact or circumstance presently exists which, with the giving of notice or lapse of an applicable cure period, or both, would constitute a breach or default by any Tenant under the Existing Lease. Each Tenant under the Existing Lease is currently occupying the Property and no Tenant has notified Landlord of any intention or desire to terminate the Existing Lease or surrender or abandon the Property. Without limiting the generality of the foregoing, (i) no Tenant has notified Landlord of the existence of a fact or circumstance the continuance of which would cause Tenant (or would have a reasonable likelihood of causing Tenant) to terminate the Existing Lease or surrender or abandon the Property (or any portion thereof) or to withhold payment of any Rent or fail to extend or renew its Existing Lease under the terms thereof, (ii) Landlord have no knowledge of Tenant's intention or threat not to renew or extend the Existing Lease or of any consideration being given by Tenant not to extend or renew the Existing Lease and (iii) if there is an intention to extend or renew its Existing Lease, Landlord has no knowledge that any such extension or renewal would be only for a relatively nominal time or rent.

(n) To the best of Landlord's knowledge and belief, no Tenant is subleasing or in the process of negotiating any sublease of the Existing Lease with any Person that is unaffiliated with Tenant.

(o) No Tenant's use and enjoyment of the Property depends upon any license, easement

or similar agreement (other than licenses and easements that are granted under such the Existing Lease) for access or utility purposes. If Tenant's use and enjoyment of the Property depends upon any such license, easement or similar agreement, then Landlord hereby assigns, effective upon the commencement of the Term Balance, all of its right, title and interest in and to such license, easement or similar agreement to CCT.

(p) Section 19 of the Second Amendment (which comprises a part of the Existing Lease) contains a right of first refusal ("ROFR"). In accordance with said Section 19, Landlord sent to the ROFR beneficiary in accordance with the requirements of the Existing Lease (particularly the Second Amendment) a notice of the proposed transaction with CCT and included the terms of the proposed agreement by CCT. The ROFR beneficiary failed to timely exercise its rights under the ROFR and has been advised the Landlord is proceeding with said transaction pursuant to the terms of the proposed agreement. There are no other restrictions nor other agreements with similar provisions.

(q) To the best of Landlord's knowledge, the Property complies with all applicable laws, ordinances and regulations.

(r) The legal address of the Property and the Leased Premises is 3460 Canal Road, Dumfries, Virginia.

8. Representation and Warranties of CCT.

CCT represents and warrants to Landlord that:

(a) This Agreement constitutes the legal, valid and binding obligation of CCT, enforceable against CCT in accordance with its terms.

(b) CCT is a validly existing limited liability company formed under the laws of the State of Delaware, and the individual signatory of this Agreement has the authority to execute and deliver this Agreement on behalf of CCT.

(c) The execution, delivery and performance by CCT of this Agreement does not, violate or conflict with the terms of CCT's organizational documents (if applicable) or any agreement to which CCT is a party or by which CCT is bound and does not violate or conflict with any law, rule, regulation, judgment, order or decree to which CCT is subject.

(d) Prior to the effective date of the Term Balance, CCT shall qualify to do business in Virginia and provide Landlord with the address of its Virginia registered agent.

(e)

9. Tenant Notification Letter; Redirecting Rents.

9.1 Tenant Notification Letter. Concurrently with the execution and delivery of this Agreement, Landlord shall execute and furnish to CCT a notice (the "Tenant Notification Letter") in the form of **Exhibit C** and, within five (5) business days of such execution, Landlord shall deliver an original or copy of the Tenant Notification Letter to the Tenant under the Existing Lease. Landlord shall be responsible for taking such other action as is necessary or appropriate to give such Tenant actual notice of the sale and assignment of the Rents under the Existing Lease and use commercially reasonable efforts to cause such Tenant to commence payment and delivery of Rent pursuant to the Existing Lease directly to CCT. CCT may also elect to deliver an original or copy of the Tenant Notification Letter to the Tenant. Landlord shall notify CCT within five (5) business

days of Landlord's receipt of any payment of Rent, and Landlord shall (i) if such payment is by negotiable instrument, endorse same in favor of CCT and forward it to CCT within five (5) business days by reputable overnight courier service that provides package tracking services or (ii) if such payment was received in any other form, send the amount thereof to CCT in accordance with **Section 18** within five (5) business days.

9.2 Redirecting Rents Post-Closing. If, subsequent to the Closing, either Party receives or otherwise possesses Rents that belong to the other Party, the receiving or possessing Party shall promptly send the amount of such Rent to the other Party together with interest at the rate of 10% per annum for any period beyond five (5) days of the receiving Party's receipt of such amount. Thus, for example, if CCT shall receive Rents for the first two months for which a credit was taken at the Closing, CCT shall promptly forward same to Landlord in accordance with **Section 18**.

10. Memorandum of Agreement.

Landlord shall execute a Memorandum of Agreement in the form annexed hereto as **Exhibit C** for recordation in the appropriate public records of the County and/or City in which the Property is located. CCT may file the Memorandum of Agreement at whatever other locations it believes appropriate to record its interest in the Existing Lease. CCT shall file all transfer Tax filings as may be applicable in connection with the recording of the Memorandum of Agreement in Prince William County, Virginia (and elsewhere if CCT determines such additional filing is necessary or appropriate) and to pay one-half (1/2) of all transfer Taxes and filing and recording fees in connection therewith or related thereto. Landlord shall be responsible for the other one-half (1/2).

11. Indemnity.

(a) **General.** To the extent permitted by law, Landlord and CCT shall each indemnify, defend and hold the other harmless against any and all costs (including reasonable attorney's fees) and claims of liability or loss (i) arising due to the breach of any representation, warranty or covenant of such indemnifying party set forth in this Agreement and (ii) caused by or arising out of the acts or omissions or negligence in the operations or activities on or affecting the Property by the indemnifying party or its employees, agents, or contractors.

(b) **Environmental.** To the best of Landlord's knowledge, there has been no (i) failure to comply with any environmental law, including without limitation any regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental concerns or conditions as may now or at any time hereafter be in effect, (ii) environmental condition arising out of or in any way related to the condition of the Property or activities conducted thereon or (iii) environmental condition caused by a substance, chemical or waste on the Property that is identified as hazardous, toxic or dangerous under any applicable federal, state or local law or regulation.

12. Cooperation: Additional Documentation.

Landlord shall promptly (a) furnish to CCT such information as CCT reasonably requests (including documents and records in Landlord's possession, custody or control) regarding the Existing Lease, all other Leases and the Property and (b) deliver to CCT any written communications between Landlord and any Tenant, and any notices or written communications from any other Persons relating to the Existing Lease, all other Leases and the Property. Upon request from CCT, Landlord shall, without delay or condition, execute such documents relating to the legal description, transfer of any interest in the Property, Rents or Easements, for the purpose of carrying out the intent of this Agreement and the documents referred to in this Agreement. Similarly, each Landlord and CCT

shall, without delay or condition, do such other acts and things as the other party may reasonably request for the purpose of carrying out the intent of this Agreement and the documents referred to in this Agreement.

13. Assignment: Secured Parties.

CCT has the unrestricted right to assign or grant security interests in all of CCT's interest in and to (a) the easements granted CCT under this Agreement and (b) the Rents owed CCT under or pursuant to the Existing Lease, any other Leases and this Agreement, and may assign such easements and/or Rents to any such assignees or holders of security interests, including their respective successors and assigns ("**Secured Party**" or, collectively, "**Secured Parties**"). Landlord shall notify CCT and Secured Parties (provided CCT has given Landlord notice and contact information of Secured Parties) simultaneously of any default by CCT under this Agreement and give Secured Parties the same right to cure any default as CCT would have. If a termination, disaffirmation or rejection of the Existing Lease, any other Lease or this Agreement shall occur, pursuant to any laws (including any bankruptcy or insolvency laws), Landlord shall notify Secured Parties (provided CCT has given Landlord notice and contact information of Secured Parties) promptly and Landlord shall enter into a new agreement with any such Secured Party upon the same terms as this Agreement, without requiring the payment of any additional fees. If any Secured Party shall succeed to CCT's interest under this Agreement such Secured Party shall have no obligation to cure and no liability for any defaults of CCT accruing prior to the date that such Secured Party succeeds to such interest, and Landlord shall enter into modifications of this Agreement reasonably requested by any Secured Party.

14. Casualty, Condemnation and Eminent Domain, Additional Insured.

Landlord shall promptly notify CCT of any casualty to the Property or the property subject to the Communication Easement or the exercise of any power of eminent domain, or threat thereof, relating to the Property or the property subject to the Communications Easement, or any portion thereof. Landlord shall promptly instruct its insurance carriers to add CCT as an additional insured under any property insurance policy - as its interest may appear - that Landlord maintains on the Property, and, if Landlord is entitled to be named as an additional insured under any liability policy under the terms of an Existing Lease, Landlord shall notify and instruct the Tenants of such Leases to name CCT as an additional insured under all such insurance policies. Landlord shall not settle nor compromise any insurance claim or condemnation award relating to the Property or the Property except upon 30 days prior written notice to CCT. In the event of any condemnation affecting this Agreement, or a Lease in whole or in part, CCT shall be entitled to file claims against the condemning authority for, and to receive, the value of the portion of the Property so taken, business dislocation expenses and any other award or compensation to which CCT may be legally entitled.

15. Dispute Resolution.

If CCT fails to perform any of its obligations under this Agreement, Landlord shall:

(i) notify CCT and its Secured Parties, provided CCT has given Landlord notice and contact information of the Secured Parties, of any default by CCT, and (ii) give CCT and/or any such Secured Parties the right to cure any default within a period of not less than 30 days from CCT's receipt of the written default notice. If CCT or any of its Secured Parties shall fail to cure such default in accordance with this Section, Landlord agrees that its only remedies for such default shall be specific performance or damages. Any and all damages for which Landlord may be compensated are limited to the actual damages of Landlord, and CCT's liability shall be limited to its interest in the Property. Except as set forth in **Section 15**, in the event of any dispute arising out of this Agreement, the Parties may submit such dispute to mediation or arbitration in accordance with the Commercial Rules of the American Arbitration Association. Any party may seek court

confirmation of an arbitrator's the award in any court of competent jurisdiction.

16. Impositions: Subordination.

(a) Impositions. Landlord shall pay and perform in a timely manner all obligations that are liens or encumbrances against the Property. Landlord shall pay or cause to be paid, prior to delinquency, all taxes, charges, and other obligations ("**Impositions**") that are or could become liens or encumbrances against the Property, whether existing as of the date hereof or hereafter created or imposed.

(b) Subordination. If the Property is or becomes encumbered by a new deed to secure a debt or other security interest, Landlord shall use commercially reasonable efforts to provide CCT with a mutually agreeable subordination, non-disclosure and attornment agreement.

17. CCT's Remedies.

(a) Impositions. If any Imposition, or any installment thereof, is not paid within the time hereinabove specified, and if such Imposition is or could become senior in right of payment or foreclosure to this Agreement and any rights thereunder, then CCT shall have the right, but not the obligation, from time to time and at any time, in addition to its other rights under this Agreement and applicable law, to pay and/or discharge such Imposition, together with any penalty and interest thereon, and Landlord shall promptly reimburse CCT therefor, together with interest at the rate of 10% per annum, immediately upon payment by CCT thereof. The foregoing provisions of this subparagraph (a) are limited and not enforceable to the extent not permitted by applicable law.

(b) Breach. If CCT determines in its reasonable discretion that Landlord has failed, after reasonable notice and 30 days for an opportunity to cure, to perform any covenant, obligation or duty under the Existing Lease or any other Lease, this Agreement or any other agreement or applicable law relating to any such Leases, or the Property, then CCT shall have the right, but not the obligation, from time to time and at any time, after giving 15 days' notice to the Landlord, to perform such covenant, obligation or duty, and Landlord shall, within 30 days of receipt of an invoice therefor, reimburse CCT for all reasonable out of pocket costs and expenses, including interest at the rate of 10% per annum and reasonable legal fees, incurred by CCT in connection therewith.

(c) Equitable Remedy. In addition to its other rights and remedies under this Agreement and applicable law, either Party may enforce this Agreement by specific performance, injunction, and any other equitable rights and remedies available under applicable law, it being acknowledged by the Parties that money damages may not be an adequate remedy for the particular harm caused by a breach or default by the other Party under this Agreement.

18. Notices.

All notices, requests, consents, demands, agreements and other communications hereunder shall be in writing and shall be deemed given when (a) delivered by hand (with written confirmation of receipt), (b) sent by email (with written confirmation of receipt, provided that a copy is mailed by registered mail, return receipt requested, or (c) received by the addressee, if sent by nationally recognized overnight delivery service (with receipt requested), in each case to the addresses of Landlord and CCT set forth below. Any Party may change its notice address by providing a new

recipient name and address by notice as set forth in this Section 18.

If to CCT:
CCT-4, LLC
PO Box #1584
18 Locust Ave.
New Canaan, CT 06840
Attention: President
Email: ksaverin@crescendotrust.com

With a copy to:
The Talley Law Office
PO Box 1991
Amagansett, NY 11930-1991
Attention: Thomas N. Talley, Esq.
Email: TNT@TheTalleyLawOffice.com

If to Landlord:
Town of Dumfries
Attn: Town Manager
17739 Main Street, Suite 200
Dumfries, VA 22026
Email: krogers@dumfriesva.gov
[EIN:54-0836453](http://www.dumfriesva.gov)

With a copy to:
Town Attorney
Town of Dumfries
17739 Main Street, Suite 200
Dumfries, VA 22026

19. Interpretation.

The meaning assigned to each term defined herein shall be equally applicable to both the singular and the plural forms of such term and vice versa, and words denoting either gender shall include both genders as the context requires. Where a word or phrase is defined herein, each of its other grammatical forms shall have a corresponding meaning. The terms “hereof”, “herein” and “herewith” and words of similar import shall, unless otherwise stated, be construed to refer to this Agreement as a whole (in accordance with **Section 20(a)**) and not to any particular provision of this Agreement. The word “include”, “includes”, and “including” when used in this Agreement shall be deemed to be followed by the words “without limitation,” unless otherwise specified. A reference to any party to this Agreement or any other agreement or document shall include such party's successors and permitted assigns. Reference to any law means such law as amended, modified, codified, replaced or reenacted, and all rules and regulations promulgated thereunder.

20. Miscellaneous.

(a) Entire Agreement. This Agreement, together with the settlement statement referred to in **Section 2** and all Exhibits and Schedules attached hereto, constitutes the entire agreement and understanding of Landlord and CCT with respect to the subject matter of this Agreement, and supersedes all offers, negotiations and any other written or oral agreements.

(b) Amendments. Any amendments to this Agreement must be in writing and executed by both Parties.

(c) Governing Law. This Agreement is governed by the laws of the Commonwealth of Virginia, the State in which the Property is located, without regard to the conflicts of laws principles.

(d) Severability. If any term of this Agreement is found to be void or invalid, such provision shall be fully severable from this Agreement and such invalidity shall not affect the remaining terms of this Agreement, which shall continue in full force and effect, and this Agreement shall be reformed and construed as if such invalid provision had never been contained herein, and if possible, such provisions shall be reformed to the maximum extent permitted under applicable law to render same valid, operative and enforceable to reflect the intent of the Parties as expressed herein.

(e) Headings. The section and subsection headings of this Agreement have been inserted for convenience of reference only and shall in no way modify or restrict the terms of this Agreement.

(f) Legal Advice. Landlord acknowledges that neither CCT nor its counsel has provided any legal or tax advice to Landlord in connection with this Agreement.

(g) Survival. All representations, warranties, covenants, and obligations in this Agreement and any certificate, document or other writing delivered pursuant to this Purchase Agreement, will survive the Closing and the consummation and performance of the transactions contemplated by this Agreement.

(h) Counterparts. This Agreement, including the settlement statement referred to in **Section 2** and the Exhibits attached hereto (or the actual documents based on such Exhibits, may be executed in any number of counterparts, each of which shall, when executed, be deemed to be an original and all of which shall be deemed to be one and the same instrument.

(i) Electronic Signatures. A manual signature on this Agreement or other documents to be delivered pursuant to this Agreement, an image of which shall have been transmitted electronically, will constitute an original signature for all purposes. The delivery of copies of this Agreement or other documents to be delivered pursuant to this Agreement, including executed signature pages where required, by electronic transmission will constitute effective delivery of this Agreement or such other document for all purposes.

(j) Successors and Assigns. This Agreement shall be binding in all respects on, and inure to the benefit of, the respective successors and assigns or the respective heirs, executors, administrators, and legal representatives of the Parties, as the case may be.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the Parties hereto have executed this Purchase and Easement Agreement as of the date first written above.

Landlord:

Town of Dumfries, Virginia

By: _____
Name:
Title:

COMMONWEALTH OF VIRGINIA)
COUNTY OF PRINCE WILLIAM)

On this _____ day of October, 2020, before me, the undersigned, personally appeared, _____ personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity shown thereunder, that by this signature on the instrument, the individual, or the entity, on behalf of which the individual acted, executed the instrument, and that such individual made such appearance before the undersigned in the County of Prince William, Commonwealth of Virginia.

Notary Public

(Print Notary Name)

(Seal)

IN WITNESS WHEREOF, the Parties hereto have executed this Purchase and Easement Agreement as of the date first written above.

CCT-4, LLC

By: _____
Kenneth A. Saverin
President and Chief Executive Officer

STATE OF CONNECTICUT)
COUNTY OF FAIRFIELD)

On this ___ day of October, 2020 before me, the undersigned, personally appeared Kenneth A. Saverin, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity shown thereunder, that by this signature on the instrument, the individual, or the entity CCT-4, LLC, on behalf of which the individual acted, executed the instrument, and that such individual made such appearance before the undersigned in the Town of New Canaan, County of Fairfield, State of Connecticut.

Notary Public

(Print Notary Name)

(Seal)

EXHIBIT A

DESCRIPTION OF PROPERTY

229 Canal Road, Dumfries, Virginia
(also known as)
3460 Canal Road, Dumfries, Virginia
Tax Parcel #8289-01-9266

Property includes the Premises together with the adjoining and adjacent land for which rights have been granted CCT and/or Tenant under the Original Lease.

DESCRIPTION OF PREMISES

5,000 square foot portion of the Property as shown on the attached plan (plus Exclusive Expansion Space).

DRAFT

EXHIBIT B
EASEMENTS
and other Rights

To be used with respect to, and only applicable to, the Term Balance.

1. Exclusive Communications Easement:

Purpose: (a) communicating with Tenants regarding their respective Leases and any related matters including the terms of a Tenant's Lease and any amendments or extensions thereto, (b) soliciting prospective Tenants for all or any portion of the Property (in Landlord's name, in accordance with **Section 4(a)**), (c) negotiating Leases (to be executed by Landlord and in Landlord's name, in accordance with **Section 4(a)**), for any or all "Uses" described in **Section 1.1**, (d) collecting Rent pursuant to and in accordance with **Sections 4(a) and (b)** and (e) assisting and enabling the installation, maintenance, repair, removal or inspection of communication equipment, utility equipment and utilities on the Property.

2. Exclusive Expansion Easement:

300 square feet of Property (a) adjacent to and adjoining the Premises and (b) reasonably configured to be used for the same use, and with the same rights, as provided for the Tenant in the Existing Lease, as determined by CCT.

3. Utility and Telephone Easement and Right of Way. The same grant of easement and right of way as described in Section 2 of the Original Lease and granted to the Tenant thereunder..

4. Non-Exclusive Access Easement and Right of Way. The same grant of a non-exclusive easement and right of way for ingress and egress as described in Section 2 of the Original Lease and granted to the Tenant thereunder.

EXHIBIT C
TENANT NOTIFICATION LETTER

[Continued on Following Page]

DRAFT

10.4.2020

NCWPCS MPL 21 – Year Sites Tower Holdings LLC (“Lessee”)
Attn: Legal Department
Attn: Network Legal
208 S. Akard Street
Dallas, TX 75202-4206

CCATT LLC (Attorney-in-fact for Lessee)
Attn: Legal Dept.
2000 Corporate Drive
Canonsburg, PA 15317

Re: 3460 Canal Road, Town of Dumfries, Prince William County,
Commonwealth of Virginia (the “Site”)

October ____, 2020

Dear Sir or Madam:

The purpose of this correspondence is to serve as notice that effective as of October ____, 2020 (1) all of the rights of the undersigned in and to all Rents owed by the captioned Lessee under the lease of the Property at the captioned Site (the “Lease”) have been sold by the undersigned to CCT-4, LLC (“CCT”) and (2) certain easements (both exclusive and non-exclusive), including access and utility easements, have been granted to CCT relevant to a period immediately following the expiration or termination of the Lease to the captioned Lessee. The undersigned will continue to be Landlord, to own the Property, and to perform the obligations and liabilities of Landlord under the terms of the Lease.

After the date hereof, all payments under the Lease that constitute Rents or Easement Fees should be made payable to CCT (subject to any further instructions you may hereafter receive from CCT) at CCT-4, LLC, PO Box #1584, New Canaan, CT 06840, Attention: President. Payments in respect of real property taxes and assessments should, to the extent payable by you to Landlord under the Lease, continue to be paid by you to the Landlord.

Any future communications regarding the Lease should be made as directed by CCT. If you have any questions about the foregoing, please contact Kenneth A. Saverin at CCT, whose phone number is (203) 972-3200.

Thank you for your anticipated cooperation in this matter.

Landlord:

Town of Dumfries

By: _____

Name:

Title:

COMMONWEALTH OF VIRGINIA)
COUNTY OF PRINCE WILLIAM)

On this ____ day of October 2020 before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity shown thereunder, that by this signature on the instrument, the individual, or the entity, on behalf of which the individual acted, executed the instrument, and that such individual made such appearance before the undersigned in the County of Prince William, Commonwealth of Virginia..

Notary Public

(Print Notary Name)

(Seal)

DRAFT

EXHIBIT D

MEMORANDUM OF AGREEMENT

BY AND BETWEEN

Town of Dumfries (“Landlord”)
17739 Main Street, Suite 200
Dumfries, Va. 22026

And

CCT-4, LLC
with its mailing address at PO Box #1584
New Canaan, CT 06840

WITH RESPECT TO THE PROPERTY LOCATED AT:

3460 Canal Road
Dumfries, Virginia
County of Prince William

THIS INSTRUMENT SHOULD BE RECORDED AND RETURNED TO: CCT-4, LLC

PO Box #1584
New Canaan, CT 06840
Attention: Kenneth Saverin, President and CEO

This Memorandum of Agreement (“Memorandum”) is made as of October ____, 2020 between Town of Dumfries (“Landlord”) and CCT-4, LLC (“CCT”).

Landlord and CCT are parties to a Purchase and Easement Agreement dated as of October _____, 2020 (the "Agreement") pursuant to which Landlord has (1) sold and assigned to CCT Rents (as defined in the Agreement) under the Existing Lease (described on Schedule A attached hereto, the “Assignment of Rents”) and for a period following the expiration or termination of the Existing Lease until approximately the fortieth (40th) anniversary of the Closing Date and (2) granted exclusive and non-exclusive easements and other rights as referenced in Schedule B attached hereto (“Easements”), in the case of the Assignment of Rents, for a term of approximately 40 years commencing the Closing Date of the Agreement and in the case of the Easements, for a term ending at the same time as the term for Rents except that the use of the grant of Easements is only effective with respect to the period following the expiration or termination of the Existing Lease.

The parties hereto desire to execute this Memorandum to provide constructive notice of the existence of the Assignment of Rents and the grant of Easements, as set forth in the Agreement.

MEMORANDUM OF AGREEMENT (continued)

The terms and conditions of the Agreement are hereby incorporated herein by reference as if set forth herein in full. Copies of the Agreement are maintained by CCT at the following address of CCT:

CCT-4, LLC
PO Box #1584,
New Canaan, CT 06840
Attention: Kenneth A. Saverin, President and CEO

This Memorandum has been duly executed by the undersigned as of the date first written above.

Landlord:

Town of Dumfries

By: _____
Name:
Title:

COMMONWEALTH OF VIRGINIA)
COUNTY OF PRINCE WILLIAM)

On this ____ day of October, 2020 before me, the undersigned, personally appeared

_____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity shown thereunder, that by this signature on the instrument, the individual, or the entity, on behalf of which the individual acted, executed the instrument, and that such individual made such appearance before the undersigned in the County of Prince William, Commonwealth of Virginia.

Notary Public

(Seal)

(Print Notary Name)

MEMORANDUM OF AGREEMENT (continued)

CCT-4, LLC:

By: _____
Kenneth A. Saverin
President and Chief Executive Officer

STATE OF CONNECTICUT)
COUNTY OF FAIRFIELD)

On this ____ day of October, 2020 before me, the undersigned, Kenneth A. Saverin personally appeared Kevin A. Saverin, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, that by this signature on the instrument, the individual, or the entity CCT-4, LLC, upon behalf of which the individual acted, executed the instrument, and that such individual made such appearance before the undersigned in the Town of New Canaan, County of Fairfield, State of Connecticut.

Notary Public

(Print Notary Name)

(Seal)

MEMORANDUM OF AGREEMENT (continued)

SCHEDULE A

Existing Lease:

Real Property Lease Agreement, dated January 1, 1990, with Southwestern Bell Mobile Systems Inc. , t/a Cellular One, as amended by First Amendment to Real Property Lease Agreement, dated June 4, 2002, with SBC Tower Holdings, LLC, as successor in interest to Southwestern Bell Mobile Systems, Inc., t/a Cellular One and as further amended by Second Amendment to Real Property Lease Agreement, dated November 17, 2015, with NWCWPCS MPL 21 – Year Sites Tower Holdings LLC by and through CCATT LLC, Attorney-in-Fact.

SCHEDULE B

Easements (as further defined in the Agreement)

1. Exclusive Communications Easement
2. Exclusive Expansion Easement
3. Utility and Telephone Easement and Right of Way
4. Non-Exclusive Access Easement and Right of Way

Property: 3460 Canal Road, Dumfries, Virginia

MOTION:

MEETING DATE: October 20, 2020

SECOND:

RE: AUTHORIZE CLOSED MEETING

WHEREAS, the Town Council of the Town of Dumfries desires to discuss in closed meeting the following matter(s):

1. 1 matter of consultation with legal counsel regarding specific legal matters requiring the provision of legal advice by such counsel and assignment of duties – possible creation of new position (Va. Code §2.2-3711.A.1 and 8)

WHEREAS, pursuant to Va. Code §§2.2-3711.A.1 and 8, such discussion(s) may occur in closed meeting;

NOW, THEREFORE, BE IT RESOLVED that the Town Council of the Town of Dumfries does hereby authorize discussion of the aforestated matter(s) in closed meeting.

VOTE

AYES:

NAYS:

ABSTAIN:

ABSENT:

MOTION:

MEETING DATE: October 20, 2020

SECOND:

RE: CERTIFICATION OF CLOSED MEETING

WHEREAS, the Town Council of the Town of Dumfries has convened in closed meeting on this date pursuant to an affirmative recorded vote and in accordance with the provisions of the Virginia Freedom of Information Act; and

WHEREAS, Va. Code §2.2-3712 requires a certification by the Town Council that such closed meeting was conducted in conformity with Virginia law;

NOW, THEREFORE, BE IT RESOLVED that the Town Council of the Town of Dumfries hereby certifies that, to the best of each member's knowledge, (i) only public business matters lawfully exempted from open meeting requirements by Virginia law were discussed in the closed meeting to which this certification resolution applies, and (ii) only such public business matters as were identified in the motion convening the closed meeting were heard, discussed or considered by the Town Council.

VOTE

AYES:

NAYS:

ABSTAIN:

ABSENT: