

FINANCE COMMITTEE
WEDNESDAY, MARCH 13, 2013
SECOND FLOOR CONFERENCE ROOM
CITY HALL - MANASSAS, VIRGINIA
AGENDA

FOLLOWING COUNCIL WORKSESSION

- | | |
|--|-------------------------------------|
| 1. Approve Minutes of the February 27, 2013, Finance Committee Meeting | 1 Minute
Page 1 |
| 2. Resolution 2013-46-R Amending the FY 2013 Budget by Budgeting and Appropriating \$281 from the Federal Drug Seizure Funds for Payment to U.S. Marshals Service for Purchase of a Vehicle in September 2011 (Lawler) | 2 Minutes
Page 3 |
| 3. Approve the Purchase of a Command Vehicle for the Volunteer Fire Company, Per the Adopted Fire Rescue Fleet Plan (Bowman/House) | 10 Minutes
Page 9 |
| 4. Lease of Public Land for Telecommunications Towers (Via-Gossman / Budesky) | 15 Minutes
Page 11 |
| 5. Resolution 2013-47-R Amending the FY 2013 Budget by Budgeting and Appropriating \$1,800,000 of Capital Reserve Funds for the 800Mhz Public Safety Radio System (Moon/Hood) | 20 Minutes
Page 73 |

City Manager's Time

ADJOURNMENT

bgj

cc: Mayor
Council Members
John A. Budesky

Diane Bergeron
Tamara Sturm



**MINUTES OF THE CITY COUNCIL FINANCE COMMITTEE
WEDNESDAY, FEBRUARY 27, 2013
PUBLIC WORKS/UTILITIES CONFERENCE ROOM
8500 PUBLIC WORKS DRIVE, MANASSAS, VA**

COMMITTEE MEMBERS PRESENT: Council Member Marc Aveni, Chairman
Vice Mayor Andrew L. Harrover
Council Member J. Stephen Randolph

COMMITTEE MEMBERS ABSENT: Council Member Mark D. Wolfe (Alternate)

OTHERS PRESENT: Mayor Harry J. Parrish II, City Manager John A. Budesky, Budget Manager Diane V. Bergeron

GUESTS PRESENT: None

The meeting was called to order at 8:03 p.m. by Chairman Aveni.

AGENDA ITEM #1 Approve Minutes of the January 30, 2013, Finance Committee Meeting

A motion was made and seconded to approve the minutes of the January 30, 2013, Finance Committee Meeting. The Committee approved (3/0).

AGENDA ITEM #2 Resolution 2013-45-R Amending the FY 2013 Budget by Budgeting and Appropriating \$8,200 for the 2011 Urban Area Security Initiative (UASI) Grant for Citizen Preparedness

Diane Bergeron presented Staff's recommendation to amend the FY 2013 Budget by budgeting and appropriating \$8,200 for the 2011 Urban Area Security Initiative (UASI) Grant for Citizen Preparedness. The Committee approved (3/0). This item will be forwarded to the March 11, 2013, City Council meeting.

AGENDA ITEM #3 Resolution 2013-44-R Amending the FY 2013 Budget by Budgeting and Appropriating \$2,000 of Donation Revenue to Support a Housing and Foreclosure Prevention Event Held in October 2012

Diane Bergeron presented Staff's recommendation to amend the FY 2013 Budget by budgeting and appropriating \$2,000 of donation revenue to support a Housing and Foreclosure Prevention event held in October 2012. The Committee approved (3/0). This item will be forwarded to the March 11, 2013, City Council meeting.

AGENDA ITEM #4 Resolution 2013-43-R Amending the FY 2013 Budget by Budgeting and Appropriating \$26,259 of Interest Earned on the 2010 D Bond Proceeds for Debt Service on the 2010 D Bond Issue

Diane Bergeron presented Staff's recommendation to amend the FY 2013 Budget by budgeting and appropriating \$26,259 of interest earned on the 2010 D Bond Proceeds for Debt Service on the 2010 D Bond Issue. The Committee approved (3/0). This item will be forwarded to the March 11, 2013, City Council meeting.

City Manager's Time – No Items

The meeting was adjourned at 8:30 p.m. by Chairman Aveni.

AGENDA STATEMENT

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ITEM NO. 2

MEETING DATE: March 13, 2013 – Finance Committee

TIME ESTIMATE: 2 Minutes

AGENDA ITEM TITLE: Resolution 2013-46-R Amending the FY 2013 Budget by Budgeting and Appropriating \$281 from the Federal Drug Seizure Funds for Payment to U.S. Marshals Service for Purchase of a Vehicle in September 2011

**DATE THIS ITEM WAS
LAST CONSIDERED
BY COUNCIL:**

September 26, 2011 – City Council (2012-20-R \$1,445 Federal Drug Seizure Funds to Purchase Vehicle)

**SUMMARY OF
ISSUE/TOPIC:**

The Police Department worked with the Drug Enforcement Agency (DEA) on a narcotics related investigation. As a result of that investigation, a 2005 Jaguar S-Type was seized. The Police Department requested that the DEA allow the Department to purchase the seized vehicle and that request was granted. The vehicle was purchased for \$1,444.41 in September 2011. Since that time, the U.S. Marshals Service conducted an audit and discovered that they underestimated the expenses for this vehicle by \$280.75. The U.S. Marshals Service is requesting payment for this amount.

This resolution will budget and appropriate \$281 of Federal Drug Seizure Funds in the General Fund.

**STAFF
RECOMMENDATION:** Approve Resolution 2013-46-R

**BOARD/COMMISSION/
COMMITTEE:**

RECOMMENDATION: ☐ Approve ☐ Disapprove ☐ Reviewed ☐ See Comments

CITY MANAGER: ☐ Approve ☐ Disapprove ☐ Reviewed ☐ See Comments

COMMENTS:

**DISCUSSION
(IF NECESSARY):**

The balance in the Federal Drug Seizure account is \$6,161.75.

**BUDGET/FISCAL
IMPACT:**

\$281 – Federal Drug Seizure Revenue

STAFF: Captain Quentin F. Lawler, Administrative Services Division, (703) 257-8003

RESOLUTION 2013-46-R

Adopted:

BE IT RESOLVED by the Council of the City of Manassas meeting in regular session this day of 25th day of March, 2013, that the following funds be budgeted and appropriated as shown.

<u>ACCOUNT NO.</u>				<u>AMOUNT</u>
GENERAL FUND				
<u>Revenues:</u>				
100-0000-318-16-00	NTE	Federal Drug Seizure Funds	\$	281
<u>Expenditures:</u>				
100-1730-421-62-00	NTE	Investigation Supplies	\$	281
<u>Actual Transfers</u>				
100-0000-221-17-33		\$280.75		

For: Additional Drug Seizure Funds to Purchase Vehicle from DEA

This resolution shall take effect upon its passage.

Harry J. Parrish II MAYOR
On Behalf of the City Council
of Manassas, Virginia

ATTEST:

Andrea P. Madden City Clerk

Diane Bergeron

From: Trey Lawler
Sent: Tuesday, February 26, 2013 12:40 PM
To: Diane Bergeron; Bonni Johnston
Subject: Agenda statement
Attachments: 2013-XX-R Extra Cost of 2005 Jaguar.doc

Diane and Bonnie, let me know if you have any questions. Thank you, Trey.

From: Russell, Andrew (USMS) [<mailto:Andrew.Russell@usdoj.gov>]
Sent: Wednesday, February 20, 2013 2:21 PM
To: Tamara Sturm
Cc: Brian Larkin; Venturo, Heather (USMS); Snyder, Cheri (USMS)
Subject: 11-DEA-542778, 2005 Jaguar S-Type, Equitable Sharing

Tamara,

On September 16th, 2011 the US Marshals transferred the subject asset to the Manassas PD as part of the Equitable sharing program. At the time the expenses were calculated at \$1,144.41 which were paid by your organization. During a recent audit, an imbalance was found created by an underestimation of expenses in the amount of \$280.75. Currently the file has a negative balance and we have to recover this amount.

We wanted to offer the option of paying the shortage directly rather than have the amount deducted from any future equitable sharing.

Of course we would want to do whatever is easiest for you. Please let me know how you would prefer to the shortage. So sorry for this inconvenience.

Thank You

Andrew J. Russell

District Asset Forfeiture Coordinator

**United States Marshals Service
Eastern District of Virginia
Asset Forfeiture Division
701 E. Broad Street
Richmond, VA 23219
Phone: 804-545-8549
Fax: 804-545-8519
andrew.russell@usdoj.gov**



CITY OF MANASSAS
Account Balance Inquiry

3/11/13
13:26:18

Account number . . : 100-0000-221.17-33 Db/Cr . : C

Fund : 100 General Fund
Department : 00
Division : 00
Activity basic . . . : 22 Current Liability
Sub activity : 1 Other Deposits
Element : 17 Police Department
Object : 33 Federal Drug Seizure Fund

	<u>Debits</u>	<u>Credits</u>	<u>Account balance</u>
Current :	.00	.00	6,161.75
Unposted :	.00	.00	
Total :	.00	.00	6,161.75

F7=Project data
F11=Account activity

F8=Misc inquiry
F12=Cancel

F9=Misc update
F16=Pending trans

F10=Detail trans
F24=More keys

AGENDA STATEMENT

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ITEM NO. 11

MEETING DATE: September 26, 2011

TIME ESTIMATE: Consent

AGENDA ITEM TITLE: Resolution 2012-20-R Amending the FY 2012 Budget by Budgeting and Appropriating \$1,445 from the Federal Drug Seizure Funds for Police Department Investigations

DATE THIS ITEM WAS
LAST CONSIDERED
BY COUNCIL: September 14, 2011 – Finance Committee

SUMMARY OF ISSUE/TOPIC:

The Police Department worked with the Drug Enforcement Agency (DEA) on a narcotics related investigation. As a result of that investigation, a 2005 Jaguar S-Type was seized. The Police Department requested that the DEA allow the Department to purchase the seized vehicle and that request has been granted. The cost to the City is \$1,444.41. Since the department had only 30 days to respond, funds have already been transferred to the Vehicle Maintenance Fund. This vehicle, in accordance with the equitable sharing agreement, will be used for law enforcement purposes.

This resolution will budget and appropriate \$1,445 of Federal Drug Seizure Funds in the General Fund.

STAFF
RECOMMENDATION: Approve Resolution 2012-20-R

BOARD/COMMISSION/
COMMITTEE: September 14, 2011 – Finance Committee (3 / 0)

RECOMMENDATION: ☒ Approve ☐ Disapprove ☐ Reviewed ☐ See Comments

CITY MANAGER: ☒ Approve ☐ Disapprove ☐ Reviewed ☐ See Comments

COMMENTS:

DISCUSSION
(IF NECESSARY): The balance in the Federal Drug Seizure account is \$25,691.

BUDGET/FISCAL
IMPACT: ☒ \$1,445 – Federal Drug Seizure Revenue

STAFF: Tamara Sturm, Fiscal Specialist, (703) 257-8065
Captain Quentin F. Lawler, Administrative Services Division, (703) 257-8003

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RESOLUTION 2012-20-R

Adopted:

BE IT RESOLVED by the Council of the City of Manassas meeting in regular session this day of 26th day of September, 2011, that the following funds be budgeted and appropriated as shown.

<u>ACCOUNT NO.</u>		<u>AMOUNT</u>
GENERAL FUND		
<u>Revenues:</u>		
100-0000-318-16-00	Federal Drug Seizure Funds	\$ 1,445
<u>Expenditures:</u>		
100-1730-421-62-00	Investigation Supplies	\$ 1,445
<u>Actual Transfers</u>		
100-0000-221-17-33	\$1,444.41	

For: Drug Seizure Funds to Purchase Vehicle from DEA

This resolution shall take effect upon its passage.

Harry J. Parrish II MAYOR
On Behalf of the City Council
of Manassas, Virginia

ATTEST:

Andrea P. Madden City Clerk

AGENDA STATEMENT

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ITEM NO. 3

MEETING DATE: March 13, 2013 – Finance Committee

TIME ESTIMATE: 10 Minutes

AGENDA ITEM TITLE: Approve the Purchase of a Command Vehicle for the Volunteer Fire Company, Per the Adopted Fire Rescue Fleet Plan

**DATE THIS ITEM WAS
LAST CONSIDERED
BY COUNCIL:**

N/A

**SUMMARY OF
ISSUE/TOPIC:**

In March 2012, City Council approved Ordinance #O-2012-10, a fleet plan for the Fire and Rescue System. Within the plan, FY 2013 called for the purchase of a Command Vehicle for the Volunteer Fire Company at an estimated cost of \$80,000. This vehicle will be purchased off the State contract at a reduced rate. It will then need to be converted to an emergency response vehicle, with lights, sirens and radios. The total estimated cost is \$55,000. Fire Funds Program Grant funds were carried over from FY 2013 for the purchase of this vehicle and are, therefore, available in the FY 2014 Budget.

STAFF

RECOMMENDATION: Approve Purchase of Command Vehicle for Volunteer Fire Company.

**BOARD/COMMISSION/
COMMITTEE:**

Fire and Rescue Committee - the purchase was approved by a unanimous vote

RECOMMENDATION: X Approve Disapprove Reviewed See Comments

CITY MANAGER: Approve Disapprove Reviewed See Comments

COMMENTS:

**DISCUSSION
(IF NECESSARY):**

**BUDGET/FISCAL
IMPACT:**

\$164,360 of Fire Funds Program Grant Revenue is available for vehicle purchases in the FY 2014 Budget

STAFF:

Brett Bowman, Fire and Rescue Chief, (703) 257-8458
Wade House, Fire and Rescue Deputy Chief, (703) 257-8458

Fiscal Year 2013

Account Balance Inquiry

13:00:57

Account number . . . : 285-2023-422.73-00
 Fund : 285 Fire Rescue
 Department : 20 Fire Rescue Department
 Division : 23 Fire Funds Program Grant
 Activity basic : 42 Public Safety
 Sub activity : 2 Fire and Rescue
 Element : 73 Motor Vehicles
 Object : 00

Original budget	:	0	
Revised budget	:	164,360	07/01/2012
Actual expenditures - current . . .	:	.00	
Actual expenditures - ytd	:	.00	
Unposted expenditures	:	.00	
Encumbered amount	:	.00	
Unposted encumbrances	:	.00	
Pre-encumbrance amount	:	.00	
Total expenditures & encumbrances:	:	.00	0.0 %
Unencumbered balance	:	164,360.00	100.0 %

F5=Encumbrances F7=Project data F8=Misc inquiry F9=Misc update
F10=Detail trans F11=Acct activity list F12=Cancel F24=More keys

AGENDA STATEMENT

PAGE NO. 11

ITEM NO. 4

MEETING DATE: March 13, 2013 – Finance Committee

TIME ESTIMATE: 15 Minutes

AGENDA ITEM TITLE: Lease of Public Land for Telecommunications Towers

DATE THIS ITEM WAS
LAST CONSIDERED
BY COUNCIL: 11/29/12 – Land Use Committee

SUMMARY OF ISSUE/TOPIC:

Last year, the City Council Land Use Committee directed the Staff to solicit companies that may be interesting in marketing City owned, public land for cell tower use as well as managing the towers under a marketing agreement and lease with the City. The Land Use Committee considered that leasing public land for cell tower use may result in additional revenue for the City of Manassas. Mr. Leonard Forkas of Milestone Communications, Inc. will present this proposal to the Committee.

On November 30, 2011 the Staff issued a RFP for a company to develop and manage wireless telecommunications base station facilities pursuant to the direction of the City Council Land Use Committee. Proposals were received from four companies and a notice of intent to award has been posted for Milestone Communications, Inc. If approved, the City would enter into a master marketing agreement for Milestone to market public land identified by the City for a wireless tower. As tower projects are identified Milestone would submit a land use application for the siting of the tower and a lease/franchise agreement for the specific tower location. Each tower would require separate and individual land use approvals and approval of a lease and/or franchise agreement.

STAFF

RECOMMENDATION: Approve the Master Marketing Agreement with Milestone Communication, Inc.

BOARD/COMMISSION/
COMMITTEE: Land Use Committee (11/29/12)

RECOMMENDATION: ☒ Approve ☐ Disapprove ☐ Reviewed ☐ See Comments

CITY MANAGER: ☐ Approve ☐ Disapprove ☐ Reviewed ☐ See Comments

COMMENTS:

DISCUSSION (IF NECESSARY):

BUDGET/FISCAL IMPACT:

Estimated Year 1 revenue based on 1 tower with 1 carrier is \$25,000 plus \$12,000 per year with 3% annual escalation. Revenue would increase with additional carriers as outlined in the attached potential scenario.

STAFF: Elizabeth S. Via-Gossman, Community & Economic Development Director, (703) 257-8224
John A. Budesky, City Manager, (703) 257-8212

Potential Revenue Scenario Projection

Contractor constructs one tower with a ground lease of 30 years. The tower has one (1) carrier for the first year. In the first month of the second year, two (2) additional carriers lease space on the tower. In the first month of the third year, one (1) additional carrier leases space. In the first month of the fourth year, one (1) additional carrier leases space. All five (5) carriers remain on the tower for the duration of the ground lease.

Site Fee with first carrier: \$25,000.00

Wireless Carrier Base rent: \$30,000 per year starting in Year One with 40% of revenue to City.

Rent Escalation: 3% per year. All rents including new releases assume a 3% annual increase.

40% Revenue Share to City of Manassas VA

	40% Carrier 1	40% Carrier 2	40% Carrier 3	40% Carrier 4	40% Fees Paid Carrier 5	to City	Total
Year 1	12,000					25,000	37,000
Year 2	12,360	12,360	12,360		-	10,000	47,080
Year 3	12,731	12,731	12,731	12,731	-	5,000	55,923
Year 4	13,113	13,113	13,113	13,113	13,113	5,000	70,564
Year 5	13,506	13,506	13,506	13,506	13,506		67,531
Year 6	13,911	13,911	13,911	13,911	13,911		69,556
Year 7	14,329	14,329	14,329	14,329	14,329		71,643
Year 8	14,758	14,758	14,758	14,758	14,758		73,792
Year 9	15,201	15,201	15,201	15,201	15,201		76,006
Year 10	15,657	15,657	15,657	15,657	15,657		78,286
Year 11	16,127	16,127	16,127	16,127	16,127		80,635
Year 12	16,611	16,611	16,611	16,611	16,611		83,054
Year 13	17,109	17,109	17,109	17,109	17,109		85,546
Year 14	17,622	17,622	17,622	17,622	17,622		88,112
Year 15	18,151	18,151	18,151	18,151	18,151		90,755
Year 16	18,696	18,696	18,696	18,696	18,696		93,478
Year 17	19,256	19,256	19,256	19,256	19,256		96,282
Year 18	19,834	19,834	19,834	19,834	19,834		99,171
Year 19	20,429	20,429	20,429	20,429	20,429		102,146
Year 20	21,042	21,042	21,042	21,042	21,042		105,210
Year 21	21,673	21,673	21,673	21,673	21,673		108,367
Year 22	22,324	22,324	22,324	22,324	22,324		111,618
Year 23	22,993	22,993	22,993	22,993	22,993		114,966
Year 24	23,683	23,683	23,683	23,683	23,683		118,415
Year 25	24,394	24,394	24,394	24,394	24,394		121,968
Year 26	25,125	25,125	25,125	25,125	25,125		125,627
Year 27	25,879	25,879	25,879	25,879	25,879		129,395
Year 28	26,655	26,655	26,655	26,655	26,655		133,277
Year 29	27,455	27,455	27,455	27,455	27,455		137,276
Year 30	28,279	28,279	28,279	28,279	28,279		141,394
Total	570,905	558,905	558,905	546,545	533,814	45,000	2,814,074

TELECOMMUNICATIONS MARKETING MASTER AGREEMENT

THIS TELECOMMUNICATIONS MARKETING MASTER AGREEMENT (this "Agreement") is dated this ____ day of _____, _____, by and between CITY OF MANASSAS, a municipal corporation of the Commonwealth of Virginia, hereinafter, ("City"), and **MILESTONE COMMUNICATIONS MANAGEMENT III, INC.**, a Delaware corporation ("Milestone"), with reference to the following:

- A. City owns certain real property located in the City of Manassas, Virginia.
- B. City and Milestone wish to enter into an Agreement by which City shall provide Milestone with the right to market City-owned properties for the purpose of Milestone's construction of one or more telecommunications monopoles thereon, and leasing space on the monopole(s) and ground to telecommunication service providers. Any such construction and leasing are contingent, however, on the City granting both a Lease (as defined in § 21.9 hereof) to occupy the City-owned property and all necessary zoning approval (currently a Special Use Permit). Both the granting of a Lease on public property and the approval of a Special Use Permit are legislative acts, which the City cannot commit in advance to take.
- C. Nothing in this Agreement shall confer or create any exclusive relationship between the Parties as it pertains to construction of telecommunication monopoles and leasing of space thereon, with the exception of those limitations and/or conditions set forth in paragraph 5.7 of the Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Agreement to Market. Based on Recitals A. through C. above, subject to the terms and conditions set forth below, and subject to the terms and conditions of site-specific Leases, with respect to each Approved Site (as defined in § 21.3 hereof), Milestone may market City-owned sites to Approved Carriers (as defined in § 21.2 hereof) for attachment of such Approved Carriers' equipment. Such marketing may occur before or after the City grants a site-specific Lease, but any marketing of a site before Final Approval of that site's Lease shall be expressly contingent upon Final Approval of that Lease. The City and Milestone agree that Milestone shall render its services, including but not limited to, identifying, contacting and screening wireless communication companies or business entities whose operations would benefit from utilizing one or more Sites for the installation, utilization, operation and/or maintenance of radio, wireless, and/or satellite communications transmission and receiving antennas, towers and/or equipment in order to use said Site or Sites for radio, wireless and/or satellite communications transmitting and/or receiving location. The City hereby grants Milestone the exclusive right and authority to act for the purpose of marketing each Site to procure Approved Carriers to enter into leasing agreements with Milestone for Sites covered or to be covered by Leases.

2. Term of Agreement.

2.1. The term of this Agreement shall be five (5) years with up to three (3) five (5) year extension options, commencing on the date of this Agreement, subject to any earlier termination as set forth herein (the "Term"). If either party wishes to so extend the Agreement past the initial five (5) years or subsequent extension, it shall provide written notice to other party thereof in the final year of the initial or extension term and no later than six months before the expiration thereof, and the other party shall respond in writing within fourteen (14) days whether it elects to so extend the Term or allow the Agreement to terminate. Failure to respond shall be an election to allow the Agreement to expire. In the event that the parties agree to extend the term of this Agreement, an amendment to this Agreement confirming the extension of the Term shall be executed and delivered.

2.2. If at the end of the Term, Milestone has received Final Approval and filed a Zoning and Permitting Application with respect to an Approved Site, then Milestone shall have up to an additional twelve (12) months to obtain all Governmental Approvals for the Approved Site; provided, however, that Milestone at all times shall diligently pursue such Governmental Approvals. If Milestone obtains the Governmental Approvals within such twelve (12) month period, City may grant a Lease with regard to such Approved Site notwithstanding that the Term hereof has expired. Not later than thirty (30) days after the end of the Term, Milestone shall present to City a list of Sites subject to potential granting of Leases under this Section 2.2, and shall keep the City Project Manager apprised at least monthly in writing of the status of such Governmental Approvals.

2.3. City and Milestone acknowledge and agree that the expiration of the Term hereof shall in no way affect, reduce or terminate the term of any Lease then (or thereafter in accordance with Section 2.2 above) in existence or Milestone's rights thereunder.

3. Duration of Leases; Terms.

3.1. The term of each Lease shall be set by the City Council in that Lease, commencing on that date such Lease is executed. Each Lease shall be substantially in the form attached hereto as Exhibit B (the "Real Property Lease Agreement") and each Lease shall control over any contrary provision of this Agreement. However, the City Council may deny any Lease or may condition the approval of any Lease for any reason without liability to Milestone or any party claiming under it. Notwithstanding the foregoing, if after the execution of any Lease, at least one Monopole is not constructed within twelve (12) months after the date of the Lease, and one (1) Carrier Sublease executed and paying full rent, such Lease may be terminated by City with thirty (30) days written notice to Milestone. Further, in the event that at any time after the initial construction of a Monopole on a Site, and the occupancy thereof pursuant to a Carrier Sublease, such Monopole remains vacant (i.e., with no Carrier Sublease applicable thereto) and no Carrier is paying rent therefor for a period in excess of six (6) consecutive months, such Lease may be terminated by City with thirty (30) days written notice to Milestone. In the event that City elects to terminate a Lease due to the conditions described in the previous two sentences, then during the sixty (60) day period after receipt of City's termination notice, Milestone shall be permitted to elect to pay the City the amount that

would have been due if one (1) Carrier Sublease was executed and paying full rent and, if Milestone begins the payment of such amount prior to the date that is sixty (60) days after receipt of City's termination notice, then City's termination notice shall be deemed null and void and the Lease shall continue in full force and effect. Milestone or City may terminate any Lease with sixty (60) days prior notice to the other party if (a) Milestone is unable to obtain or maintain in force all necessary Governmental Approvals, (b) a material change in government regulations makes it impractical, impossible, unlawful or uneconomic for Milestone to continue to operate the Facilities under such Lease, (c) interference by or to Milestone's operation cannot, despite good faith negotiations between Milestone and City in accordance with the terms hereof, be resolved, or (d) the Site or the Facilities are destroyed or damaged or taken in whole or in part (by condemnation or otherwise) sufficient adversely to affect Milestone's use of the Facilities.

3.2. Each Lease for an Approved Site shall be in the form determined by the City Council as to that Lease.

4. Duration of Carrier Subleases; Terms.

4.1. Each Carrier Sublease shall be for a term no longer than the remaining term of the Lease for the applicable Site.

4.2. Milestone shall be entitled to sublease space on a Monopole or in an Equipment Facility (as defined in § 21.6 hereof) without City's prior approval provided that (a) the Carrier Sublease have a rider attached in the form of Exhibit A attached hereto (and attached to the Lease as Exhibit D), (b) the sublessee is an Approved Carrier as defined in Section 21.2 of this Agreement, (c) no Event of Default exists hereunder, (d) the term of the Carrier Sublease does not exceed the remaining term of the applicable Lease, and (e) Milestone furnishes City with a copy of such sublease within thirty (30) days after execution thereof. Otherwise, any lease, sublease, license or other occupancy agreement with respect to any Site shall be in form and substance approved by City, which approval shall not be unreasonably withheld, conditioned or delayed.

5. Site Assessments; Approved Sites; Development.

5.1. Within a commercially reasonable period after the date hereof, Milestone shall, at its sole cost and expense, prepare and deliver to City a Site Assessment with regard to each Site. The City hereby grants a non-transferable non-exclusive license, revocable at will, to Milestone to enter each Site to conduct a Site Assessment under the terms provided in this section 5.1, the insurance requirements of Section 13 of this Agreement, and the indemnification provided in section 14.1 of this Agreement. Should Milestone wish to perform any on-site tests or studies with respect to any Site, Milestone shall first contact City to arrange a mutually acceptable time for such tests and studies to be conducted. City may elect to have City personnel accompany the person or persons performing such tests and studies. Following any such tests and studies, Milestone shall immediately restore the Site to its previous condition. Milestone shall perform any such tests and studies in a manner so as to minimize any impact on any City uses on the Site. City shall have the right to withhold its consent to any tests or studies which, in the sole and

absolute determination of City, may materially alter any Site or interfere with City's use of the Site. At City's request, Milestone shall also furnish proof that Milestone and its contractors have the insurance coverage required under Section 13 hereof.

5.2. At any time during the Term, Milestone may submit to the City Project Manager a Request for Approval with respect to one or more Sites. Upon Milestone's Request for Approval of a Site for Development, the following shall occur:

(a) The City Project Manager shall contact the manager of the Site (if any) for the purpose of scheduling a meeting to solicit the parties' input into and concerning Development of the Site, and thereafter obtaining Preliminary Approval.

(b) At such time as Preliminary Approval has been obtained for a Site, Milestone shall cause to be prepared and deliver to the City Project Manager a Site Plan for the Site, consistent with the Preliminary Approval.

(c) At such time as the Site Plan is approved by the City Project Manager, the City Project Manager shall propose to City Council that it advertise and accept bids for a Lease for the Site.

(d) Upon execution of the Lease for the applicable Site, Milestone shall promptly file a Zoning and Permitting Application with respect to the Site, and shall thereafter diligently seek all other Governmental Approvals. Milestone shall provide the City Project Manager with copies of such Zoning and Permitting Applications promptly when filed, and shall keep the City Project Manager apprised of its progress.

5.3. The City has no liability to Milestone or any party claiming under Milestone as a result of the denial or conditioning of any Governmental Approval.

5.4. Upon securing all Governmental Approvals and upon the execution of a Lease, Milestone shall promptly commence and diligently pursue the Development of the Approved Site.

5.5. Within ten (10) days after the earlier to occur of that date on which (i) Milestone receives all Governmental Approvals for a particular Site or (ii) Milestone commences construction-related work on such Site, Milestone shall pay the City a Site Fee of Twenty-five Thousand and No/100 Dollars (\$25,000.00). Additionally, Milestone shall pay City an additional five thousand and No/100 Dollars (\$5,000.00) collocation fee for each Approved Carrier after the first one on each Site, making such payment within ten (10) days of the earlier to occur of (i) the collocation occurring or (ii) Milestone's receipt of its first payment from the Approved Carrier for collocation. In the event Milestone fails to timely pay any Site Fee due hereunder, Milestone shall, in addition to owing City such Site Fee, pay to City interest on the amount thereof from the date due through the date of payment of such Site Fee to City, in an amount equal to the Prime Rate of interest as published from time to time by The Wall Street Journal plus four percent (4%). Simultaneously with the execution hereof, Milestone has paid to City an advance payment in the aggregate amount of One Hundred and Twenty-five Thousand and No/100 Dollars (\$125,000.00) (the "Advance Payment"). The City shall utilize the Advance Payment to

offset the Site Fee applicable to and otherwise payable with respect to the initial five (5) Sites for which Leases are executed by Milestone and City pursuant hereto.

Notwithstanding anything to the contrary contained herein, in the event this Agreement expires or is terminated prior to the full execution of at least five (5) Leases, then the unapplied portion of the Advance Payment shall be returned to Milestone immediately upon such expiration or earlier termination. As an example, if this Agreement expires or is terminated and the City and Milestone had only fully executed three (3) Leases prior to such expiration or earlier termination, then City shall immediately return the remaining \$50,000 of the Advance Payment to Milestone.

5.6. The parties may agree by written amendment to this Agreement to provide for management of existing telecommunications facilities.

5.7. The City agrees that it shall not during the Term, lease, license or grant any interest in any portion of any Site (for which a Lease has been executed) to any telecommunications or other wireless service provider, or to any party constructing monopolies for lease to telecommunications or wireless service providers, other than Milestone, except as may be permitted in accordance with Section 10 hereof. Notwithstanding the foregoing, City shall be permitted to license, without the requirement for payment of any compensation to Milestone, one (1) platform on the Monopole on each Site to governmental entities (which license shall include a ground location for City to construct a facility to install its ground based facilities appurtenant thereto), provided that the transmissions do not interfere with those of any Approved Carrier on the Site (or under a letter of intent) at the time such license is granted, and further, City shall be entitled to license space within a Site to any other governmental agency for construction of a monopole for its own use (but not for commercial resale), in accordance with Section 10 hereof.

6. Duties of Milestone; Compensation.

6.1. Milestone shall exercise commercially reasonable efforts to market and lease Sites to maximize revenue to both parties.

6.2. As its sole compensation for performing any of the duties hereunder and for performing the obligations of the sublandlord under any Carrier Sublease, Milestone shall be entitled to retain sixty percent (60%) of the Monthly Gross Rental Revenues derived from the use, leasing or occupancy of any Monopole, Equipment Facility or Site pursuant to this Agreement and the applicable Lease.

7. Duties of City; Compensation.

7.1. Other than the consideration expressly provided in this Agreement, the City shall receive no other consideration from Milestone for entering into this Agreement.

7.2. In consideration of the leasing of any particular Site under and pursuant to a Lease, not later than the tenth day of each calendar month during the term

thereof, Milestone shall pay to City an amount equal to forty percent (40%) of the Monthly Gross Rental Revenues derived from the use, leasing or occupancy of any Monopole, Equipment Facility or Site pursuant to the Lease for the preceding calendar month. As of the date of this Agreement, the monthly base rent charged to each Carrier by Milestone is \$2,500 and in no event will Milestone's payment to the City under this provision be less than one thousand dollars (\$1000.00) per site, i.e., forty percent (40%) of two thousand five hundred dollars (\$2,500). All expenses related to the Facilities shall be borne by Milestone; provided however that in the event any real estate related ad valorem or other taxes are assessed against the Facilities (as opposed to personal property or the income derived from the Facilities) the same shall be deducted from Monthly Gross Rental Revenues for purposes of the calculation of compensation payable to City hereunder. The following reimbursable expenses paid by Carriers to Milestone are one-time payments and shall be excluded from the calculation of Monthly Gross Rental Revenues (provided that such reimbursable expenses are not in lieu of or in substitution for any rent under the Carrier Sublease): (a) expenses incurred to extend power, telecommunication lines/equipment and any other utilities to the Facilities, (b) any extraordinary expenses incurred to clear, grade and construct the vehicular access from the nearest road to the Facilities and (c) any expenses incurred to purchase and install a stealth monopole (i.e. tree, clock tower or any other nonstandard monopole) above and beyond the expenses for a standard monopole. The expenses described in the preceding sentence shall include, but not be limited to, engineering, construction administration, application and legal fees and expenses. The compensation hereunder to City shall be accompanied by a statement, signed by an officer of Milestone, verifying the calculation of the compensation for the applicable month.

7.3. In addition to the foregoing, any sum not paid by Milestone when due shall (a) be subject to a late charge of five percent (5%) of the amount due and (b) bear interest from the date due at a rate of fifteen percent (15%) per annum.

7.4. City shall appoint from time to time a City Project Manager for the performance of City's review function hereunder. The City Project Manager shall have the authority to review and approve those submissions to be made by Milestone hereunder, and to attend meetings and represent City thereat.

7.5. No acceptance of any payment by the City shall be construed as an accord and satisfaction that the amount paid is in fact the correct amount, nor shall such acceptance of any payment be construed as a release of any claim that the City may have for further or additional sums payable under the provisions of this Agreement.

8. Ownership of Site Improvements; Removal. Ownership of the Facilities located on an Approved Site shall remain with Milestone until the term of the Lease for the Approved Site expires or otherwise terminates. Within sixty (60) days after the end of such term, City shall notify Milestone of its election to (a) have Milestone remove any or all of the Facilities from the Approved Site or (b) have the Facilities remain on the Approved Site. If City fails to make such an election within the sixty (60) day period, Milestone shall inform City in writing, and City shall have an additional thirty (30) days to make the election. If City fails to make an election, it shall be deemed to have elected option (a). If

City elects or is deemed to elect option (a), Milestone shall promptly (and in any event within one hundred twenty (120) days) remove the designated Facilities from the Approved Site, at Milestone's sole cost and expense; provided, however, that Milestone shall be entitled to leave in place underground cables which the City agrees do not and will not present a health or safety risk, and any other improvements which are 2 feet or more below grade. If the City elects option (b), upon termination or expiration of the applicable Lease, title to those Facilities designated by the City shall vest in the City, without the need for additional action by the City or Milestone, and City agrees to assume all responsibility and liability for the Facilities and any damages or claims related thereto arising from and after the date of title vesting in the City. Notwithstanding the foregoing, if so requested by either party, Milestone shall execute and deliver such further assurances thereof as requested by the other party.

9. Assignment; Financing.

9.1. This Agreement may be assigned in whole or in part, without the prior consent of City, to any corporation, partnership or other entity which (i) is controlled by, controlling or under common control with Milestone; (ii) shall merge or consolidate with or into Milestone; or (iii) in which Milestone Communications Management III, Inc. or a wholly owned affiliate of Milestone Communications Management III, Inc. is at all times the general partner.

9.2. Individual Leases and Carrier Subleases may be collaterally assigned by Milestone to a Lender as security for Milestone's financing, subject to the terms and conditions set forth therein.

10. Right of First Offer. During the Term (and any extension of the Term) and thereafter during the first five (5) years of the term of each Lease, City shall not grant a Lease on any Site (for which a Lease has been executed) to a person or entity competing with Milestone in the business of constructing towers or Monopoles to lease or license to third parties. If City is contacted by any telecommunications carrier or service provider with regard to a Site, City shall direct such Carrier to discuss with Milestone the possibility of locating on one of Milestone's Monopoles. If after not less than sixty (60) days negotiation, the Carrier informs City that it was unable to reach an agreement with Milestone, City shall be entitled to enter into an agreement with that Carrier permitting the Carrier to construct a Monopole, tower or similar structure and operate thereon, or otherwise operate on the Site, provided that such operation does not cause signal interference with any Carrier operating on a Monopole at that time. Such agreement shall be on terms and conditions satisfactory to City in its sole discretion. If City breaches this Section, Milestone shall have the right to pursue any and all remedies available to Milestone under this Agreement, the applicable Lease or applicable law.

11. Condition of Property. Except as specifically provided in this Agreement, Milestone acknowledges and agrees that each Approved Site will be leased to Milestone in an "AS IS, WHERE IS," condition, without warranty of any kind, express or implied, including without limitation warranty of merchantability or fitness for a particular purpose, subject to all defects, latent or patent, known and unknown, apparent or hidden, including

environmental conditions and matters, which currently exist or may in the future arise. **Milestone hereby waives all rights, remedies and causes of action against City resulting from or relating to the condition of the Site. By executing a Lease, Milestone acknowledges that it has had the opportunity to inspect the Site, and is relying solely on that inspection, and not on any representation or warranty of City in leasing the Site, including the presence of any hazardous materials or other conditions that might render the site unfit for its intended use.** Notwithstanding the foregoing, the City represents and warrants that, to the best of its knowledge and belief, there are no hazardous materials on, in or under each Approved Site. City covenants not to store, deposit, or dump on any Approved Site any hazardous materials in such a manner that would require remediation under applicable laws.

12. Subject to City Uses. Notwithstanding any other provision of this Agreement, Milestone's rights under this Agreement and all Lease(s) are subject and subordinate to City's use and operation of the Site. Accordingly, in exercising its rights under this Agreement, Milestone shall use commercially reasonable efforts to avoid any adverse construction, operation or other impacts on the Site and City's use and operation thereof, whether such impacts arise from activities conducted on or off of the Site. Prior to any entry upon any Site, Milestone shall provide reasonable advance notice to City of such entry and of any work or activities to be conducted on the Site. Notice may be given by Milestone to security personnel designated by City. Such entry, work and other activities shall occur only at such times, and shall occur in such manner, as may be required by City to avoid any adverse impacts. In case of emergencies threatening life or safety, Milestone may enter a Site without prior notice to City, provided Milestone notifies City of same as soon as practicable.

13. Insurance.

13.1. All property of Milestone, its employees, agents, business invitees, licensees, customers, clients, subtenants, guests or trespassers, in and on any Site shall be and remain at the sole risk of Milestone, its employees, agents or business invitees, and the City shall not be liable to them for any damage to, or loss of such personal property arising from any act of God or any persons, nor from any other reason, nor shall City be liable for the interruption or loss to Milestone's business arising from any of the above described acts or causes. The City shall not be liable for any personal injury to Milestone, its employees, agents, business invitees, licensees, customers, clients, subtenants, guests or trespassers arising from the use, occupancy and condition of any Site.

13.2.

(a) Milestone shall maintain a policy of insurance and provide the City with proof of insurance evidencing the following coverage. The City may increase the minimum liability amounts at any extension of this Agreement by notice to Milestone giving the new minimum liability amounts required. Such notice shall be contained in the notice provided for in Section 2.1 of this Agreement for proposing or agreeing to an extension of the term, as the case may be.

(i) A comprehensive general public liability policy (or rider or any current policy) with a minimum liability of Two Million Dollars (\$2,000,000) per personal injury or death or per claim for any property damage and Two Million Dollars (\$2,000,000) for personal injury or death of two or more persons in any one occurrence. Such insurance shall name the City of Manassas as an additional insured.

(ii) Property damage insurance (or rider or any current policy) with a minimum liability of Two Million Dollars (\$2,000,000) for property damage to the property of any one person and Two Million Dollars (\$2,000,000) for property damage to the property of two or more persons in any one occurrence. Such insurance shall name the City of Manassas as an additional insured.

(b) The policies required by this Agreement shall require thirty (30) calendar days written notice of any cancellation to both the City and Milestone and/or the Carrier Sublease holder. In the event of such cancellation notice, Milestone and/or the Carrier Sublease holder shall obtain, pay all premiums for and provide the City with proof of insurance evidencing Milestone's renewal or replacement of any insurance so canceled within thirty (30) calendar days following receipt by the City and/or Milestone and/or the Carrier Sublease holder of any notice of cancellation.

(c) Milestone agrees, prior to the Commencement Date of this Agreement, to deliver to the City a policy evidencing compliance with this Section. Such policy shall be delivered to the addresses provided in Section 19 of this Agreement..

13.3. Upon execution of any Lease, Milestone will maintain a policy or policies of commercial general liability insurance insuring City and Milestone against liability arising out of the use, operation or maintenance of the applicable Site and the installation, repair, maintenance, operation, replacement and removal of the Facilities. Such insurance shall be as set forth in the Lease but in no case less than the amounts set out in this Section 13 of this Agreement.

13.4. Insurance carried by Milestone will be with companies reasonably acceptable to City. Milestone will deliver to City satisfactory evidence of the existence and amounts of the insurance. No policy shall be cancelable or subject to reduction of coverage or other modification except after thirty (30) days prior written notice to City. Milestone shall, at least sixty (60) days prior to the expiration of the policies, furnish City with renewals or "binders" for the policies.

13.5. Milestone will not knowingly do anything or permit anything to be done by Milestone's tenants, users, business invitees or agents that creates any hazardous condition ("Increased Risk") which shall invalidate or cause the cancellation of the insurance policies carried by City or Milestone. If Milestone does or permits any Increased Risk which causes an increase in the cost of insurance policies, then Milestone shall reimburse City for additional premiums directly attributable to any act, omission or operation of Milestone causing the increase in the premiums. Payment of additional premiums will not excuse Milestone from terminating or removing the Increased Risk

unless City agrees in writing. Absent agreement, Milestone shall promptly terminate or remove the Increased Risk.

13.6. City shall be named as an "additional insured" on Milestone's liability policies and it shall be stated on all required policies that this coverage "is primary to all other coverage City may possess."

13.7. All insurance required by this Section 13 shall be written by insurers, in such forms, and shall contain such terms, as City may reasonably require.

14. Indemnity; Waiver.

14.1. Milestone shall defend, with counsel acceptable to the City, and indemnify and hold harmless, the City from all losses, costs, claims, causes of actions, demands and liabilities arising from (a) any action by any Carrier under or pursuant to a Carrier Sublease, or with which Milestone has had negotiations concerning any Site and (b) Milestone's entry onto any of the Sites in connection with its investigations there. Milestone shall also provide City with those specific Site indemnifications as are set forth in the Lease. Such indemnifications shall include the cost of investigation, all expenses of litigation, and the cost of appeals, including, without limitation, attorney's fees and court costs. In addition to the City, the City's Council, staff, officers, agents, servants, employees, and volunteers shall be beneficiaries of Milestone's indemnification.

14.2. Milestone hereby waives any right of recovery against City or its officers, directors and contractors for any claim, loss, liability, injury or damage that is covered by any policy of property insurance maintained by Milestone (or would have been insured against if Milestone had complied with its obligations under this Agreement) with respect to this Agreement or the Sites. Milestone will cause its insurers to issue appropriate waiver of subrogation rights endorsements to all policies of insurance carried in connection with the Site.

15. Default; Remedies.

15.1. Each of the following shall be an Event of Default:

(a) Failure to cure, within five (5) business days after written notice to Milestone (with specificity), any default in the payment when due of any amount required to be paid by Milestone under this Agreement or any Lease; or

(b) Failure to cure, within thirty (30) days after written notice to Milestone, any default by Milestone in the performance or observance of, or compliance with, any covenant, agreement, term or condition contained in any Lease or this Agreement; or

(c) An "Event of Default" as defined in any Lease; or

(d) The liquidation, termination or dissolution of Milestone; or

(f) An Event of Bankruptcy; or

(g) If any final judgment or judgments in an aggregate amount (including interest and costs) of more than \$500,000.00 is entered against Milestone, and any such judgment or judgments shall not have been paid or otherwise discharged within sixty (60) days after all applicable appeal periods have terminated.

15.2. Upon the occurrence of an Event of Default hereunder, City shall, in addition to any other remedy that may be available to it at law or in equity, have the following remedies:

(a) To terminate this Agreement with written notice to Milestone; or

(b) To seek specific performance of this Agreement.

Provided that Milestone fully complies with its post-default obligations under Section 15.3 and all applicable Leases, City shall in no event have any right to obtain a judgment against Milestone in the nature of consequential or punitive damages arising out of this Agreement.

15.3. Upon the termination of this Agreement, Milestone shall promptly and in no event later than thirty (30) days following the date of termination, deliver to City, or such other person or persons designated by City, at Milestone's sole cost and expense, copies of all books and records regarding the Sites desired by City, and all funds in the possession of Milestone belonging to City. Milestone shall be entitled to retain originals or copies of all such books and records for its files.

The termination of this Agreement shall not, of itself, cause the termination of any Lease which has been executed by Milestone and City.

16. [reserved]

17. Representations, Obligations, and Warranties.

17.1. Milestone is a corporation duly organized under the laws of the State of Delaware, has qualified to do business in the State of Virginia and has all corporate power and authority necessary to perform its obligations hereunder.

17.2. Milestone is in the business of and has substantial expertise in locating, permitting, leasing and constructing Facilities. The City is relying upon that expertise in entering into this Agreement.

17.3. Milestone shall exercise commercially reasonable efforts to obtain entitlements, approvals, permits and Carrier Subleases for as many of the Sites as practicable in an effort to maximize revenue and benefit to the City and Milestone.

17.4. [reserved]

17.5. Milestone shall obtain and at all times during the term of this Agreement keep in good standing any and all licenses and other permits legally required in the conduct of Milestone's business and that of its principals, employees and agents and other parties from time to time authorized to act for Milestone.

17.6. Milestone shall upon request attend and participate in any meetings with City regarding this Agreement or any Site.

17.7. Milestone shall not knowingly violate any federal, state, municipal or other governmental law, ordinance, rule or regulation in performing its services under this Agreement and Milestone shall use reasonable diligence to comply with any and all such laws, ordinances, rules and regulations affecting the Sites.

17.8. If Milestone shall be apprised of any claim, demand, suit or other legal proceeding made or instituted or threatened against City on account of any matter directly connected with the Sites, Milestone shall promptly give City all information in its possession in respect thereof, and shall timely assist and cooperate with City in all reasonable respects in the defense of any such suit or other legal proceedings.

17.9. Milestone shall at all times comply with the terms of all Leases, and shall cause Carriers under Carrier Subleases to comply with the terms of such Carrier Subleases.

18. Monthly Reports; Access to Records.

18.1. On or before the tenth (10th) day of each calendar month (or such other date as the City Project Manager may agree to in writing), Milestone shall provide City with a written report setting forth in reasonable detail (a) the Monthly Gross Rental Revenues for the previous month, on a Site-by-Site and Carrier Sublease-by-Carrier Sublease basis, (b) any new Carrier Subleases entered into by Milestone, (c) the status of Milestone's progress on all Sites which have received Preliminary or Final Approval, (d) any Sites which Milestone intends to submit a Request for Approval within the next ninety (90) days, and (e) any issues which have arisen or which Milestone anticipates may arise which could materially affect City's activities on any Site.

18.2. Milestone shall keep full and correct records and books of account in accordance with generally accepted accounting principles, consistently applied, showing in detail all income and expenses relating to the Sites and this Agreement, and shall permit City or its representatives to examine such books and records upon its request and to make copies or extracts thereof.

18.3. In the event that any audit of Milestone's books and records reveals a discrepancy between the amounts due to City hereunder and the actual amount paid by Milestone of greater than three percent (3%), in addition to the late charges and penalties due hereunder, Milestone shall pay all costs of City's audit.

19. Notices. All notices, payments, demands and requests hereunder shall be in writing and shall be deemed to have been properly given three (3) days after the date when mailed by United States First Class, Registered or Certified Mail, postage prepaid, or upon receipt when delivered by reliable overnight courier or hand delivery, and addressed as follows:

If to City:

City of Manassas
8500 Public Works Drive
Manassas, VA 20110
Attn: James M. Falls

with a copy to:

Vanderpool, Frostick & Nishanian
9200 Church Street, Ste 400
Manassas, VA 20110
Attn: Martin Crim, City Attorney

If to Milestone:

Milestone Communications
12110 Sunset hills Road, Suite 100
Reston, Virginia 20190
Attn: Leonard Forkas, Jr.

with a copy to:

Cooley LLP
11951 Freedom Drive
Reston, Virginia 20190
Attn: John G. Lavoie, Esquire

or to such other addresses as either of the parties may designate from time to time by giving written notice as herein required.

20. Miscellaneous.

20.1. Nothing in this Agreement shall confer on Milestone any property right or right in and to any Site until the execution of a Lease.

20.2. In performing its duties under this Agreement, Milestone shall at all times be an independent contractor, and not an employee, agent, partner or joint venturer of City. Milestone shall have no right or authority, expressed or implied, to commit or otherwise obligate City in any manner.

20.3. Except as expressly provided in this Agreement, the rights and remedies herein provided shall be cumulative and not exclusive of any rights or remedies provided by law.

20.4. Waiver of any of the terms or provisions hereof may only be in writing and shall be operative only for the time and to the extent therein stated. No waiver of any default or breach of any of the terms or provisions hereof by either party hereto shall be implied from the failure by either party to take action on account of such default or breach. No waiver shall affect any default other than the default specified in the waiver. No waiver of any term or provision contained herein by either party shall be construed as a waiver of any subsequent breach of the same term or provision. The consent or approval by either party to, or of, any act by the other party requiring further consent or approval shall not be deemed to waive or render unnecessary their consent or approval to, or of, any subsequent similar acts.

20.5. Any provision of this Agreement may be amended if, but only if, such amendment is in writing and is signed by City and Milestone. City approval of any amendment shall require an affirmative vote of the City Council.

20.6. The provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

20.7. This Agreement shall be deemed to be a contract made under seal and shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia, without reference to conflicts of laws principles.

20.8. This Agreement may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument. This Agreement shall become effective when City shall have received counterparts hereof signed by both parties.

20.9. Any legal action or proceeding with respect to this Agreement or any document related hereto or thereto shall be brought in the courts of the State of Virginia in Prince William County and in no other courts, and by execution and delivery of this Agreement, Milestone hereby accepts for itself and in respect of its property, general and unconditionally, the jurisdiction of the aforesaid courts. Milestone consents to the service of process in any such action or proceeding by the mailing of copies of such process to it by certified mail at the address indicated in Section 19. Nothing in this section shall affect City's right to serve process in any other manner permitted by law or to bring proceeding against Milestone in any other court having jurisdiction.

20.10. This Agreement sets forth the entire agreement of the parties with respect to the subject matter hereof and thereof and supersedes all previous understandings, written or oral, in respect thereof.

20.11. All rights, remedies and powers provided in this Agreement may be exercised only to the extent that the exercise thereof does not violate any applicable provision of law, and all the provisions of this Agreement are intended to be subject to all applicable mandatory provisions of law which may be controlling and be limited to the extent necessary so that they will not render this Agreement invalid or unenforceable in whole or in part. If any provision hereof is or becomes invalid and unenforceable, then, to the fullest extent permitted by law, the other provisions hereof shall remain in full force and effect in such jurisdiction and shall be strictly construed in order to carry out the intentions of the parties hereto as nearly as may be possible.

20.12. The headings of the various sections of this Agreement are inserted only for convenience of reference and are not intended, nor shall they be construed, to modify, define, limit, or expand the intent of the parties as expressed in this Agreement. Any pronoun used herein shall be deemed to refer to any gender, and singular pronouns shall be deemed to include the plural and vice versa. The use in this Agreement of the word "including" when following any general statement, term or matter, shall not be construed to limit that statement, term or matter to the specific items or matters, whether or not

nonlimiting language (such as “without limitation”, or “but not limited to” or words of similar import) is used with reference thereto, but rather shall be deemed to refer to all other items or matters that could reasonably fall within the broadest possible scope of that general statement, term or matter. This Agreement shall not be construed as if it had been prepared by one of the parties, but rather as if both parties had prepared the same with the assistance of counsel.

20.13. Neither Milestone nor City intends by any provision of this Agreement to confer any right, remedy or benefit upon any third party.

20.14. Time is strictly of the essence of each and every provision of this Agreement.

20.15. The City and the person executing and delivering this Agreement on City’s behalf each represents and warrants that such person is duly authorized to so act and has the power and authority to enter into this Agreement; and that all action required to authorize City and such person to enter into this Agreement has been duly taken.

20.16. Milestone and the person executing and delivering this Agreement on Milestone’s behalf each represents and warrants that such person is duly authorized to so act and has the power and authority to enter into this Agreement; and that all action required to authorize Milestone and such person to enter into this Agreement has been duly taken.

21. Definitions.

21.1. Zoning and Permitting Application. A request or application for site plan approval, zoning certificate and/or building permit filed with City of Manassas Department of Permits and Inspections or other department of the City having jurisdiction over the Site.

21.2. Approved Carrier. A telecommunications service provider licensed by the Federal Communication Commission (“F.C.C.”) and any other governmental agencies for which approval is needed to conduct such company’s business.

21.3. Approved Site. A Site that has received Final Approval for Development.

21.4. Carrier Sublease. A sublease, license or similar occupancy agreement with an Approved Carrier for space on a Monopole or in an Equipment Facility.

21.5. Development. The construction of up to two (2) Monopoles and an Equipment Facility on a Site, and the leasing of space on the Monopoles and within the Equipment Facility to Approved Carriers.

21.6. Equipment Facility. A building shelter, structure, or other facility, determined by Milestone on a site by site basis subject to the reasonable approval of City,

in which ground-based equipment necessary for the use of the Monopole(s) shall be located.

21.7. Event of Bankruptcy. shall mean the occurrence of any one or more of the following:

(a) If a court of competent jurisdiction shall enter a decree or order or relief in respect of Milestone in any involuntary case under any applicable bankruptcy, insolvency or other similar law now or hereafter in effect, or appointing a receiver, liquidator, assignee, custodian, trustee, sequestrator (or similar official) of Milestone or of any substantial part of its property, or ordering the winding up of its affairs or liquidation of its property, and such decree or order shall continue unstayed and in effect for a period of thirty (30) days; or

(b) If Milestone shall commence a voluntary case under any applicable bankruptcy, insolvency or similar law now or hereafter in effect, shall consent to the entry or an order for relief in an involuntary case under any such law, or shall consent to the appointment of a receiver, liquidator, assignee, custodian, trustee, sequestrator (or other similar official) of Milestone or of any substantial part of its property, or shall make any general assignment for the benefit of creditors or shall take any action in furtherance of any of the foregoing.

21.8. Facilities. (a) Up to two (2) Monopoles, (b) an Equipment Facility, (c) Milestone's antennas and those of its tenants, lessees and licensees, equipment, ancillary and related structures, cables, accessories and improvements, and (d) all other equipment on any Site, other than equipment owned by City, located on the Site pursuant to the Lease or any Carrier Sublease, together with any additions approved by City:

21.9. Lease A right to use public property in a manner not permitted to the general public, governed by Virginia Constitution Art. VII § 9 and Chapter 21 of Title 15.2, Code of Virginia (1950), as amended, or their successor provisions.

21.10. Final Approval. The final approval of a Lease granted by the City Council . Final Approval may be given or withheld in City's sole and absolute discretion.

21.11. Governmental Approvals. All permits, approvals and permissions required by any governmental or quasi-governmental agency for the construction, use, leasing and operation of the Facilities.

21.12. Monthly Gross Rental Revenues. All monthly rental income or revenue derived from the Approved Carriers on any Monopole owned by Milestone on any Site. As of the date of this Agreement, the monthly base rent charged to each Approved Carrier by Milestone is \$2,500 and in no event will Milestone's payment to the City under this provision be less than one thousand dollars (\$1000.00) per site, i.e., forty percent (40%) of two thousand five hundred dollars (\$2,500). Monthly Gross Rental Revenues shall exclude any real estate-related ad valorem taxes (which term specifically excludes personal property taxes and taxes on income derived from the Facilities) payable for such period (or the pro rata share thereof applicable to such period) by Milestone on the Sites or

the Facilities. The following reimbursable expenses paid by Approved Carriers to Milestone are one-time payments and shall be excluded from the calculation of Monthly Gross Rental Revenues (provided that such reimbursable expenses are not in lieu of or in substitution for any rent under the Carrier Sublease): (a) expenses incurred to extend power, telecommunication lines/equipment and any other utilities to the Facilities, (b) any extraordinary expenses incurred to clear, grade and construct the vehicular access from the nearest road to the Facilities and (c) any expenses incurred to purchase and install a stealth monopole (i.e. tree, clock tower or any other nonstandard monopole) above and beyond the expenses for a standard monopole. The expenses described in the preceding sentence shall include, but not be limited to, engineering, construction administration, application and legal fees and expenses.

21.13. Lender. A bona fide reputable banking or financial institution with net assets of at least \$100,000,000. There shall not be more than one Lender with respect to any Site.

21.14. Milestone. The Milestone named in the initial paragraph hereof, together with its permitted successors and assigns, and, following the termination of this Agreement, the lessee under any Lease, with respect to such Site.

21.15. Monopole. A monopole or flagpole tower not exceeding 150 feet in height. Each Monopole shall be designed to accommodate no less than 3 and no more than 8 telecommunications providers. The height of a Monopole may exceed the height set forth herein with the prior written approval of City, which may be given or withheld in its sole and absolute discretion.

21.16. Preliminary Approval. The conceptual approval by the City Project Manager of Milestone's conceptual development plan for a Site, following City's receipt of a Request for Approval. Preliminary Approval may be given or withheld in City's sole and absolute discretion.

21.17. Request for Approval. A written request by Milestone that a Site be considered for Development, in accordance with the process set forth in Section 5.2 hereof.

21.18. City Project Manager. City's then appointed designated representative for purposes of performing the functions of City hereunder. The City Project Manager may be changed from time to time by City, at City's sole and absolute discretion, upon notification thereof to Milestone.

21.19. Site. Each parcel of real property within the City limits of the City of Manassas which is solely owned by the City; provided, however, that any such Site shall cease to be a Site available for further Development if it is sold or conveyed by City.

21.20. Site Assessment. A report on the viability of a Site for telecommunications purposes.

21.21. Site Plan. A plan showing in reasonable detail the proposed Development on any Site, including, without limitation the location of the Facilities, proposed ingress-egress routes and all requested easements.

21.22. Third Party. A party other than City or Milestone.

[Signatures on the following page]

IN WITNESS WHEREOF, the parties hereto execute this Telecommunications Marketing Master Agreement in two parts on the dates indicated.

CITY:

CITY OF MANASSAS

By: _____

Name: Harry J. Parrish II

Its: Mayor

Date: _____

MANAGER:

MILESTONE COMMUNICATIONS
MANAGEMENT III, INC., a Delaware
corporation

By: _____

Name: Leonard Forkas, Jr.

Its: President

Date: _____

EXHIBIT A
Form Carrier Rider
[attached]

EXHIBIT B

Form Lease

[attached]

539989 v4/RE

V:\Company\City of Manassas\Purchasing\Milestone tower
marketing\Telecommunications Marketing Master Agreement--MRC clean
3-11-13.docx

**EXHIBIT B TO THE TELECOMMUNICATIONS MARKETING MASTER
AGREEMENT**

REAL PROPERTY LEASE AGREEMENT

SITE:

THIS REAL PROPERTY LEASE AGREEMENT (this "Lease"), made and entered into this ____ day of _____, _____, by and between CITY OF MANASSAS, a Municipal Corporation of the Commonwealth of Virginia, with an address of 8500 Public Works Drive, Manassas, VA, 20110, herein referred to as "Lessor," and MILESTONE COMMUNICATIONS MANAGEMENT III, INC., a Delaware corporation, with an address of 12110 Sunset Hills Road, Suite 100, Reston, VA 20190, herein referred to as "Lessee," recites and provides as follows:

RECITALS

1. Lessor is the owner of the parcel of improved real estate located in Manassas, Virginia known as City of Manassas Tax Map Parcel _____ and described in Exhibit A attached hereto and incorporated herein by reference (the "Site"). The Site is presently operated by Lessor as a _____.

2. Lessee is a corporation duly organized, validly existing and in good standing under the laws of the Commonwealth of Virginia, and is duly authorized to do business in the City of Manassas, Virginia; and has all requisite power and authority to accept, execute, deliver and perform this Lease and all agreements entered into or delivered in connection with or as contemplated hereby.

3. Lessee intends to construct a free-standing monopole satisfying the requirements of this Lease and all applicable laws (the "Monopole"), and to lease from Lessor land on which Lessee intends to construct an equipment compound of approximately ____ thousand ____ hundred and ____ (____) square feet for the installation of equipment operated by Lessee or the Carriers (as defined below) on the Site (the "Compound"). Lessee intends to lease space on the Monopole and in the Compound to telecommunications or other wireless communications providers (the "Carriers" and each individually, a "Carrier") in compliance with the terms hereof. Such Carriers may install antennas on the Monopole and construct equipment platforms (each, an "Equipment Platform") to support their communications equipment within the Compound (the Monopole, the Compound, each Equipment Platform and all antennas, dishes, lines, cables and other equipment or items shall collectively be referred to herein as the "Base Station" or "Facilities").

4. The parties now desire to set forth the terms pursuant to which Lessor shall lease a portion of the Site to Lessee for the purposes just described.

NOW, THEREFORE, in reliance of the Recitals set forth above and for and in consideration of the mutual agreements set forth below and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows.

1. LEASE OF LEASED PREMISES:

a. Subject to and in accordance with the provisions of this Lease, Lessor hereby leases to Lessee and Lessee hereby leases from Lessor that space within the Site comprising ____ thousand ____ hundred and ____ (____) square foot parcel of ground and designated on Exhibit A-1 as the "Lease Area" (the "Lease Area") all as shown and described in Exhibit A-1 attached hereto, which, together with the Appurtenant Easements (defined in Section 2), shall be referred to collectively as the "Leased Premises."

b. Except for those portions of the Leased Premises that are fenced with the permission of Lessor (which portions shall generally be the area immediately surrounding the Compound) and the actual space occupied by the Monopole (the "Exclusive Leased Premises"), the Leased Premises shall be demised to Lessee on a non-exclusive basis. Lessor and its invitees, permittees, agents and contractors expressly reserve the right to have, and shall have, free and full use of the Non-Exclusive Leased Premises, including, without limitation, the right of pedestrian and vehicular ingress and egress over and through the Non-Exclusive Leased Premises in accordance with the terms hereof. Lessor shall also have free and full access to the Monopole (at Lessor's risk) for the purpose of maintaining, repairing and replacing any lights on the Monopole, to the extent it is required to do so. Without the prior written consent of Lessor, Lessee shall not alter, relocate or modify the lights on the Monopole (if any). Lessee and Carriers shall erect no signs on the Site except on the Exclusive Leased Premises or with the Lessor's prior express permission in writing. This Lease grants Lessee no right to use structures, facilities or equipment belonging to Lessor except as expressly stated herein.

c. Lessee acknowledges that with the exception of the air space over the land actually occupied by the Monopole, the Leased Premises shall include the air rights over the land only to a height which is the lesser of ten (10) feet above the ground elevation or the bottom of the bleachers or other structure that is situated above the Leased Premises. Lessor and Lessee acknowledge that the exact location of the Leased Premises is, as of the date of the execution hereof, the parties current intent with respect thereto, however the final location may be subject to modification (by agreement of the City Manager and an authorized agent of Lessee) based upon the Lessee's governmental approval process. Lessee and Lessor therefore each covenant and agree, subject to each party's approval as required in the immediately preceding sentence, to execute an addendum hereto at such time as the final location of the Leased Premises is determined in the event that such location differs from that as set forth on Exhibit A-1. **Lessee has inspected the Leased Premises and accepts the same "AS IS" and in its present condition without any representation or warranty of Lessor except any that may be expressly set forth in this Lease.**

d. Notwithstanding the foregoing, Lessee acknowledges and agrees that it is solely responsible for performing all necessary due diligence regarding the Site and the Leased Premises, including confirming by way of a title report and examination that Lessor holds legal

title to the Site and that no matters affecting title to the Site prohibit, impair or require third party consent to the leasing of the Leased Premises to Lessee, the construction of the improvements contemplated hereunder or any other matter relating or pertaining to this Lease (the "Due Diligence Matters"). In no event shall Lessor have any responsibility for or liability with respect to the Due Diligence Matters, all of which are hereby waived by Lessee. Lessee agrees to strictly comply, at its sole cost and expense, with all recorded documents, instruments and agreements affecting title to the Site, and indemnify and hold harmless Lessor against any cost, expense, claim, demand, obligation, cause of action or liability with respect to any violation thereof by Lessee or its agents or sublessees.

e. Until the termination or expiration hereof, title to the Monopole and the portions of the Base Station owned by Lessee shall remain with Lessee except that title to the Monopole and/or those portions of the Base Station owned by Lessee that Lessor has required to remain on the Leased Premises shall, at the option of Lessor, vest in Lessor, and Lessee agrees to promptly execute such further assurances thereof as shall be requested by Lessor.

2. EASEMENTS SERVING LEASED PREMISES:

a. Lessor hereby grants to Lessee the easements described below in this Section 2 (such easements collectively, the "Appurtenant Easements") as easements appurtenant to the leasehold granted to Lessee in this Lease. With the exception of Lessee's grant of use of the Appurtenant Easements to Carriers and utility providers (as applicable), the Appurtenant Easements may not be assigned or otherwise transferred in whole or in part separately from the leasehold granted under this Lease, and any such attempted assignment or transfer shall be void.

i. Lessor grants Lessee a nonexclusive, temporary construction easement of varying dimensions over, on, and through adjoining and adjacent portions of the Site, as shown on Exhibit B (Easements) and identified as the "Temporary Construction Easement", for construction and installation of the Base Station upon the Leased Premises. Such temporary construction easement shall terminate upon the completion of Lessee's construction described in Section 7 provided that such term shall be extended for such period of time as Lessee may be prevented from constructing the Base Station by reason of force majeure, and may be extended for such further period as Lessor in its discretion may agree.

ii. Lessee shall be permitted the non-exclusive use of a right-of-way ten feet (10') in width, the description of which is shown on Exhibit B (Easements) hereof and described as the "10'-0" Wide Power and Telco Easement," or such other right-of-way of similar dimensions as Lessor may designate during the term of this Lease, to construct, erect, install, operate and maintain underground communication cables from the Leased Premises, over, across and through that portion of the Site designated on Exhibit B (Easements).

iii. Lessor hereby agrees to grant to the local utility and telephone companies, on terms acceptable to Lessor in its reasonable discretion, the non-exclusive easements and rights-of-way up to ten feet (10') in width to construct, maintain, operate and repair communication and electric power lines, conduits and systems over those portions of the Site designated on Exhibit B (Easements) hereof and described as the "10'-0" Wide Power and Telco

Easement,” or such other right-of-way of similar dimensions as Lessor may designate during the term of this Lease, and the right-of-way of Lessee provided for in Subsection 2 a(ii) during the term of this Lease for purposes of installation and provision of telephone and electric service to the Base Station.

iv. Lessor hereby grants Lessee a non-exclusive easement and right-of-way twenty feet (20') in width for ingress to and egress from the Leased Premises by Lessee and the Carriers, for vehicular traffic for constructing, installing, maintaining, operating and repairing the Base Station, over that portion of the Site designated on Exhibit B (Easements) hereof and described as the “20'-0” Wide Access Easement”, or such other right-of-way of similar width as may be designated by Lessor to provide such access to the Leased Premises and the Base Station.

b. Lessor shall have the right to relocate any of the Appurtenant Easements (provided that there shall be no termination thereof, and no interruption of service or access as a result thereof other than such short term interruption as is necessary to effectuate the physical relocation, provided that Lessor and Lessee shall attempt to ensure that the replacement Appurtenant Easement is in place prior to such relocation such that any such interruption shall be as minimal as reasonably practicable). If such relocation occurs after the installation of utilities or facilities therein, such relocation shall be at Lessor's expense.

c. With the exception of the temporary construction easement provided for in Section 2 a(i), which may expire sooner as provided in such section, and any utility easements to third-party utility or power companies, which shall expire in accordance with their terms, the term of all Appurtenant Easements shall automatically expire upon termination of this Lease without the need for further act of any party. Notwithstanding the foregoing, if requested by Lessor, Lessee shall execute and deliver to Lessor, in recordable form, such documents as Lessor may request to evidence of record the termination of all Appurtenant Easements as just provided.

3. USE OF LEASED PREMISES:

a. Lessee shall use the Leased Premises solely for construction, operation and leasing of the Base Station as provided herein, and shall use the Appurtenant Easements solely for the applicable purposes described in Section 2. Lessor makes no representation or warranty whether such use is permitted by any laws or regulations applicable to the Leased Premises, and Lessee is solely responsible for determining whether such use is permitted, and for securing all necessary licenses, permits and approvals therefor.

b. Notwithstanding any other provision of this Lease, Lessee acknowledges the absolute primacy of the Lessor's use of the Site for the purpose set out in Recital 1. of this Lease, and that Lessee's rights under this Lease (and, accordingly, any Carrier rights under a Carrier Sublease (as defined below)) are subject and subordinate to Lessor's use and operation of the Site. Accordingly, in exercising their rights under this Lease, Lessee shall use commercially reasonable efforts to avoid any adverse construction, operational or other such impact on the Site or Lessor's use and operation thereof, whether such impacts arise from work or activities being performed or undertaken on or off of the Site (utility outages arising from off-site utility relocation, for example), and, notwithstanding any other provision of this Lease, Lessee will use

commercially reasonable efforts to cause such entry, work or activities to be performed or undertaken at such times, and to occur in such manner, as Lessor may reasonably require, in its reasonable discretion, to avoid any adverse impacts to the Site or Lessor's use thereof. Further, Lessee agrees that it will cause each Carrier to comply with the provisions of this Section 3. Pursuant to the provisions of Section 8b, Lessee shall be responsible for repairing all damage to the Base Station, the Leased Premises or the Site caused by Lessee or any of Lessee's employees, contractors or agents. In case of emergencies threatening life or safety or any component of the Base Station, Lessee may enter the Leased Premises without prior notice to Lessor, provided Lessee notifies Lessor of such entry, and the nature of the work performed or undertaken as a result of such emergency, as soon as practicable after Lessee's entry. Notwithstanding the foregoing, Lessee shall have the right to make customary and routine inspections of the Leased Premises upon one (1) business day prior notice, provided that (i) such entry is only for the purpose of inspecting the Leased Premises, conducting routine maintenance and repairs (provided such maintenance and/or repairs do not require alteration of the structural elements to the Base Station or the Monopole or the addition or substitution of any electrical cabinet or equipment shelter) and (ii) the worker or workers who make such inspections check-in with the appropriate personnel at the Site prior to accessing the Leased Premises and, in all cases, follow all procedures required by Site personnel.

4. TERM:

a. The term hereof shall be for an initial term of _____ years, with up to _____ () _____-year extension terms, commencing on the date of the final execution and delivery hereof (the "Commencement Date"), unless sooner terminated or extended under the provisions hereof. The term hereof shall be automatically extended as of the expiration of the then current term unless Lessee provides thirty (30) days advance written notice of its intent not to so renew the term hereof. Notwithstanding the foregoing, if the Monopole is not constructed within twelve (12) months after the date Lessee's obtains all required governmental approvals and permits, this Lease may be terminated by Lessor with thirty (30) days written notice to Lessee. Further, in the event that at any time after the initial construction of the Monopole on the Site, the Monopole remains vacant (i.e., with no Carrier Sublease applicable thereto) or no Carrier is paying rent therefor for a period of six (6) months, this Lease may be terminated by Lessor with thirty (30) days written notice to Lessee. In the event that Lessor elects to terminate a Lease due to the conditions described in the previous two sentences, then during the sixty (60) day period after receipt of Lessor's termination notice, Lessee shall be permitted to elect to pay the Lessor the amount that would have been due if one (1) Carrier Sublease was executed and paying full rent and, if Lessee begins the payment of such amount prior to the date that is sixty (60) days after receipt of Lessor's termination notice, then Lessor's termination notice shall be deemed null and void and the Lease shall continue in full force and effect. In addition, Lessee or Lessor may terminate this Lease with sixty (60) days prior notice to Lessor if (i) Lessee is unable to obtain or maintain in force all necessary governmental approvals, (ii) a material change in government regulations makes it impractical, unlawful, impossible or uneconomic for Lessee to continue to operate the Facilities under this Lease, (iii) interference by or to Lessee's operation cannot, despite good faith negotiations between Lessee and Lessor in accordance with the terms hereof, be resolved, (iv) Lessee is unable to lease space within the Base Station to Carriers for a period of twelve (12) months after the date Lessee obtains all required governmental approvals and

permits or (v) the Site or the Facilities are destroyed or damaged or taken in whole or in part (by condemnation or otherwise) sufficient in Lessee's reasonable judgment, adversely to affect Lessee's use of the Site.

b. At the end of the term of this Lease, whether by the passage of time or the exercise by any party of any right of termination, Lessee shall surrender the Leased Premises to Lessor in the condition specified in this Section 4b. Within sixty (60) days after the end of the term of this Lease, Lessor shall notify Lessee of its election to (i) have Lessee dismantle and remove the Base Station, or any component thereof, including, but not limited to, any or all of Lessee's facilities from the Leased Premises and the Site or (ii) have the Monopole and/or Base Station (other than those portions of the Base Station owned by the Carriers) remain on the Leased Premises. If Lessor fails to make such an election within the sixty (60) day period, Lessee shall inform Lessor in writing, and Lessor shall have an additional thirty (30) days to make the election. If Lessor fails to make an election, it shall be deemed to have elected option (i). If Lessor elects or is deemed to elect option (i), Lessee shall promptly (and in any event within one hundred twenty (120) days) remove the designated facilities from the Site, at Lessee's sole cost and expense; provided, however, that Lessee shall, with Lessor's approval, be entitled to leave in place underground cables which Lessor determines do not and will not present a health or safety risk, and any other improvements which are two (2) feet or more below grade. If Lessor elects option (ii), title to the facilities designated by Lessor shall immediately vest in Lessor, without the necessity of further action by Lessor or Lessee, and Lessor agrees to assume all responsibility and liability for the facilities and any damages or claims related thereto arising from and after the date of title vesting in the Lessor. . Notwithstanding the foregoing, if so requested by Lessor, Lessee shall execute such further assurances thereof as shall be requested by Lessor. Further, nothing herein contained shall be deemed to prohibit or restrict any Carrier from removing its equipment to the extent permitted to do so under any Carrier Sublease.

c. Subject to Section 4b, the Base Station, including the Monopole, and other equipment, shall during the term of this Lease be deemed the personal property of Lessee and/or the Carriers, as applicable.

5. RENT & ACCESS FEE:

a. Beginning on the Commencement Date, and thereafter on the tenth day of each calendar month during the term and any extension term of this Lease, Lessee shall pay to the Lessor, in legal tender of the United States of America without demand, setoff or deduction whatsoever, as monthly rent for the Leased Premises, an amount equal to forty percent (40%) of the Monthly Gross Rental Revenues (as defined below) derived from the use, leasing or occupancy of any portion of the Monopole or Base Station for the preceding calendar month. The term "Monthly Gross Rental Revenues" shall mean all revenue actually collected by Lessee from Carriers with respect to the Site), except as provided below, payable for such period (or the pro rata share thereof applicable to such period) by Lessee on the Leased Premises or the Base Station. All rental payments shall be made by check payable to Lessor at the address provided in Section 17, or such other address as the Lessor may from time to time provide. In no event will Lessee's payment to Lessor under this provision be less than one thousand dollars (\$1000.00) per site. All expenses related to the Facilities shall be borne by Lessee; provided however that in the

event any real estate related ad valorem or other taxes are assessed against the Facilities (as opposed to personal property or the income derived from the Facilities) the same shall be deducted from Monthly Gross Revenue Rental revenues for purposes of the calculation of compensation payable to Lessor hereunder. The following reimbursable expenses paid by Carriers to Lessee are one-time payments and shall be excluded from the calculation of Monthly Gross Rental Revenues (provided that such reimbursable expenses are not in lieu of or in substitution for any rent under the Carrier Sublease): (a) expenses incurred to extend power, telecommunication lines/equipment and any other utilities to the Facilities, (b) any extraordinary expenses incurred to clear, grade and construct the vehicular access from the nearest road to the Facilities and (c) any expenses incurred to purchase and install a stealth monopole (i.e. tree, clock tower or any other nonstandard monopole) above and beyond the expenses for a standard monopole. The expenses described in the preceding sentence shall include, but not be limited to, engineering, construction administration, application and legal fees and expenses. The compensation hereunder to Lessor shall be accompanied by a statement, signed by an officer of Lessee, verifying the calculation of the compensation for the applicable month.

b. In addition to the rent described in the preceding paragraph, any other amounts payable under this Lease to Lessor, however denominated, shall be deemed additional rent, and Lessor shall have all rights and remedies in respect of payment and collection thereof as are applicable to rent. Any amounts payable hereunder by Lessee that are not paid when due shall (a) be subject to a late charge of five percent (5%) of the amount due and (b) bear interest from the date due at a rate of fifteen percent (15%) per annum.

c. Within ten (10) days after the earlier to occur of that date on which (i) Lessee receives all necessary governmental approvals for a particular Site or (ii) Lessee commences construction-related work on such Site, Lessee shall pay Lessor a Site Fee of Twenty-five Thousand and No/100 Dollars (\$25,000.00) ("Site Fee"). Additionally, Lessee shall pay Lessor an additional five thousand and No/100 Dollars (\$5,000.00) collocation fee for each Carrier that installs on the tower within ten (10) days of the earlier to occur of (i) the collocation occurring or (ii) Lessee's receipt of its first payment from the Carrier for collocation. In the event Lessee fails to timely pay any Site Fee due hereunder, Lessee shall, in addition to owing Lessor such Site Fee, pay to Lessor interest on the amount thereof from the date due through the date of payment of such Site Fee to Lessor, in an amount equal to the Prime Rate of interest as published from time to time by The Wall Street Journal plus four percent (4%).

6. REAL ESTATE TAXES, UTILITIES, MAINTENANCE:

a. Lessee shall be solely responsible for all costs and expenses relating to the connection, disconnection, consumption and use of any utilities and/or services in connection with Lessee's construction, installation, operation and maintenance of the Base Station on the Leased Premises including, without limitation, any electric consumption by its equipment, and Lessee agrees to pay all costs for service and installation of an electric meter directly to the local utility company.

b. Lessee shall be responsible for the declaration and payment of any applicable taxes or assessments against the Base Station or other equipment owned or used by Lessee or allocable (on a pro rata basis) to the Leased Premises, including but not limited to any sales and

property taxes, as well as any taxes based on the rent payable hereunder, including gross receipts taxes. During the term, Lessee shall be responsible for the timely payment of all taxes levied upon the leasehold improvements on the Leased Premises.

c. Lessee shall at all times during the term of this Lease, at its own expense, maintain the Base Station and the Leased Premises in proper operating condition and maintain same in reasonably good condition, and will repair any damage except that caused by Lessor, its agents or servants. Lessee shall keep the Leased Premise and the Base Station free of debris at all times. Lessee agrees that it will inspect the Leased Premises and the Base Station no less frequently than once every three months.

d. Lessee shall maintain the Leased Premises at all times in compliance with Lessor's rules and regulations and all governmental rules, regulations and statutes including, without limitation, those relating to the lighting and painting of the Base Station, and requirements of the Federal Communications Commission (the "FCC"), the Federal Aviation Administration (the "FAA"), and other federal, state or local government authorities having jurisdiction over the Base Station.

e. Lessee shall be solely responsible, at its sole cost and expense, for keeping the Monopole at all times in reasonably good order, condition and repair, and in compliance with all applicable laws, ordinances and rules. Lessee shall cause the Monopole to be regularly inspected and preventative maintenance to be performed in accordance with the standards of the industry, but in no event less frequently than once every three (3) years. In no event shall Lessor be required to maintain or repair the Monopole, or pay or reimburse Lessee for any costs associated therewith.

f. If applicable, Lessor shall be responsible for the maintenance and repair of any lighting fixtures installed by Lessor (or by Lessee on behalf of Lessor) on the Monopole.

7. CONSTRUCTION BY LESSEE:

a. Lessee shall use good faith and commercially reasonable efforts to obtain all necessary approvals, including, without limitation, those required by the FAA and the FCC, for construction and operation of the Base Station. After obtaining the necessary permits and approvals therefor, Lessee, at its sole cost and expense, shall perform or cause to be performed all of the following work:

i. If applicable, replacing the existing light standard with a Monopole with a height up to one hundred fifty feet (150') above ground level. Lessee will remove the discarded light standard from the Site and deliver it where directed by Lessor. Lessee shall rehang on the Monopole all equipment installed on the light standard, at the same height or such other height as Lessor and Lessee shall mutually agree.

ii. Installing the utility and equipment compound with dimensions of 8 high' x ___' ___" wide x ___' ___" deep.

iii. At the request of Lessor at the commencement of the term of this Lease, installing a chain link or wood fence or natural screening on each side and on top of the Compound or any other portion of the Base Station.

iv. Subject to Lessor's approval thereof as provided in Section 7d hereof, performing or causing to be performed all other improvements and work associated with the work described above that may lawfully be required by the City of Manassas or any other governmental body or official having jurisdiction, as part of or in connection with the work described above.

b. Lessee's agreement to perform or cause to be performed at its expense all of the work described above, all at Lessee's cost and expense, shall be construed broadly to provide for all costs and liabilities of such work, whether or not such costs are anticipated and without regard to Lessee's present estimates for the cost of same, so that all of such work is fully and properly performed and paid for by Lessee, and upon completion of same the Site, as altered by such work, is as fully functional and suitable for continued use by Lessor as it was prior to the start of Lessee's work. Accordingly, the phrase "all work" shall include, without limitation, all of the following work, and Lessee's promise to pay for such work shall include, without limitation, all of the costs and liabilities associated with the following all labor and materials; design work; legal and professional fees of Lessee's consultants; permit drawings and materials; construction costs; construction equipment and materials; utilities extension or relocation; provision of protective fencing and other safety measures; maintenance; removal of construction related debris from the Site; liability, property and workers' compensation insurance premiums; bond fees; development and construction permits; inspections and approvals; replacement or relocation of landscaping; re-paving or re-striping of any damaged or disturbed paved areas whether for traffic control, parking or otherwise; relocation, replacement or provision of new safety and traffic/directional signage; connection of new sidewalks, drives, parking areas and other facilities to Lessor's existing facilities; and the repair and restoration of any item, place or thing required as a result of any damage to the Site caused in the prosecution of the work contemplated by this Lease.

c. Lessee shall cause construction of the Base Station (other than components which may be constructed by any future Carrier) to be commenced as soon as practicable after receipt of all necessary permits and approvals and to be completed within a reasonable time thereafter, not to exceed twelve (12) months from the date Lessee obtains all required governmental approvals, certificates and permits, excepting periods of delay caused by *force majeure*. Once its work on the Base Station is initiated, Lessee shall diligently and continuously prosecute such work to final completion (including obtaining all required inspections and approvals) in a timely manner in accordance with a schedule to be agreed upon in advance by Lessor and Lessee (the "Initial Construction Schedule"). Such schedule shall limit construction activities to such days and times as Lessor may require to avoid any material and adverse impacts on the use and operation of the Site. Lessee shall keep Lessor fully apprised of any events that might impact the Initial Construction Schedule.

d. The Base Station, and each component thereof constructed by Lessee, shall be constructed by Lessee in a good and workmanlike manner and in accordance with the plans, drawings and specifications prepared and provided by Lessee for Lessor's prior review and

written approval, which approval shall not be unreasonably withheld, conditioned or delayed. Construction and installation of the Base Station by Lessee shall be in compliance with all applicable rules and regulations including, without limitation, the customary specifications and requirements of Lessor and those of the Occupational Safety and Health Administration ("OSHA"), the FCC, the FAA, and regulations of any governmental agency (town, county, state or federal) including, but not limited to the applicable requirements of the local planning and zoning and building, electrical, communications and safety codes of the City. Lessee, at its sole cost and expense, shall secure all necessary permits and approvals required to permit the construction and operation of the Base Station. Lessor agrees to cooperate reasonably with Lessee in any necessary applications or submissions required to permit construction and operation of Lessee's Base Station as described herein, provided that Lessor shall be reimbursed for all reasonable expenses incurred in providing such cooperation within thirty (30) days of incurring the expenses, and provided further that obtaining Lessee's permits, certificates and approvals shall not result in the imposition of any material restrictions or limitations or adverse impacts on the Site or Lessor's use, operation improvement or redevelopment thereof. All of Lessee's work and facilities shall be installed free of mechanics', materialmen's and other liens, and claims of any person. Lessee agrees to defend, with counsel approved by Lessor, and to indemnify and save Lessor harmless, from all loss, cost, damage or expense including, without limitation, reasonable attorneys' fees, occasioned by or arising in any connection with the work contemplated by this Lease, and shall bond off or discharge any such liens or other claims within thirty (30) days after written notice from Lessor.

e. Prior to commencing any activities on the Site pursuant to this Lease, Lessee shall provide Lessor with evidence satisfactory to Lessor that Lessee and its contractors and agents who will be working on the Site are covered by insurance as required by Section 14 hereof.

f. Lessee shall, upon Lessor's request, fence and buffer the Base Station and/or the Leased Premises or any portion thereof. In addition, in the event the Base Station is to be constructed near any existing structure or structures on the Site, Lessee shall, prior to commencing any such construction, provide Lessor, at its request, with a report prepared by an independent third-party professional engineer confirming the structural integrity of the existing structure or structures following the construction of the Base Station.

g. Lessee shall restore in compliance with the Federal Americans with Disabilities Act (and any state or local law counterpart or implementation thereof) any of Lessor's facilities physically altered by Lessee's work.

h. Lessee shall be allowed to make further additions and improvements to the Base Station or the Monopole within the Leased Premises without first obtaining Lessor's written consent.

8. OPERATION OF BASE STATION:

a. Lessee and the Carriers shall operate the Base Station in strict compliance with all applicable statutes, codes, rules, regulations, standards and requirements of all federal, state and local governmental, authorities and agencies including, without limitation, OSHA (including,

without limitation, OSHA regulations pertaining to RF radiation), the FCC and the FAA, as well as such reasonable rules and regulations which Lessor may publish for the Site from time to time. Lessee has the responsibility of carrying out the terms of its FCC license in all respects, including, without limitation, those relating to supporting structures, lighting requirements and notification to FAA. Lessee, prior to constructing the Base Station, shall have, and shall deliver to Lessee, copies of all required permits, licenses and consents to construct and operate the Base Station. In the event that the operation of the Base Station violates any of the terms or conditions of this Lease, Lessee agrees to suspend operation of the Base Station within twenty-four (24) hours after notice of such violation and not to resume operation of the Base Station until such operation is in strict compliance with all of the requirements of this Lease. Lessee shall be responsible for ensuring that each Carrier complies with the terms of this Section 8.

b. Other than with respect to entries established pursuant to the Initial Construction Schedule, and prior to any entry upon the Leased Premises, Lessee shall provide not less than two (2) business days prior notice to Lessor which notice shall specify the type of work or other activities that are to be performed or undertaken on the Leased Premises or which may impact the Site. Lessee further agrees and covenants that the Base Station, transmission lines and appurtenances thereto, and the construction, installation, maintenance, operation and removal thereof, will in no way damage Lessor's property or materially interfere with the use of the Site by Lessor, its successors and assigns. Notwithstanding the foregoing, Lessee agrees (i) to repair any damage Lessee directly caused to the Site or the Leased Premises, including, but not limited to, any damage to utility lines, drains, waterways, pipes, grass fields or paved surfaces by such installation, construction, maintenance, operation or removal to the condition the Site or the Leased Premises was in immediately prior to such damage, (ii) that any repair work undertaken on the Site or the Leased Premises shall be completed as soon as possible after the occurrence of such damage, and (iii) that it shall be responsible for the full and timely payment of any actual and reasonable costs incurred in connection with the repairs described in clauses (i) and (ii) of this sentence.

9. PERMITS AND SITE SPECIFICATIONS:

It is understood and agreed by the parties that Lessee's ability to use the Leased Premises is contingent upon its obtaining after execution of this Lease, all of the certificates, permits and other approvals that may be required by federal, state or local authorities for Lessee's use of the Leased Premises as set forth in this Lease. Lessee shall use all reasonable efforts promptly to obtain such certificates, permits and approvals, at Lessee's sole expense. Lessor will cooperate reasonably with Lessee at Lessee's sole cost and expense, in its effort to obtain such approvals. In the event any such applications should be finally rejected or any certificate, permit, license or approval issued to Lessee is canceled, expires or lapses, or is otherwise withdrawn or terminated by governmental authority, or soil boring tests are found to be unsatisfactory so that Lessee will be unable to use the Leased Premises for the purposes set forth herein, either Lessee or Lessor shall have the right to terminate this Lease by giving the other party thirty (30) days' prior notification of termination within sixty (60) days after the date of the event which is the basis of termination. Upon such termination, the parties shall have no further obligations for charges and liabilities which accrue after the effective date of termination, including the payment of monies,

to each other except as otherwise provided herein, but Lessee shall be liable to restore the Leased Premises in accordance with Section 4b.

10. INDEMNIFICATION:

Lessee shall defend, with counsel acceptable to Lessor, and indemnify and hold harmless, Lessor from all losses, costs, claims, causes of actions, demands and liabilities arising from (a) any event of default by Lessee under this Lease; (b) any misrepresentation by Lessee contained in this Lease and/or any breach of any warranty contained in this Lease; and (c) any occurrence, of any kind or nature, arising from (i) Lessee's or any Carrier's construction, installation, maintenance, repair, operation, replacement or removal of the Base Station or any other equipment, or any other activities of Lessee or any Carrier on the Site or the Leased Premises of any kind or nature, (ii) the condition of the Base Station or the Leased Premises and (iii) any personal injury, death, or accident caused by Lessee's or any Carrier's use, operation or maintenance of the Leased Premises, the Site, the Base Station, or any equipment or antennas contained therein or on the Monopole or the Leased Premises. Such indemnification shall include the actual, reasonable and documented cost of investigation, all expenses of litigation, and the cost of appeals, including, without limitation, attorneys' fees and court costs, and shall be applicable to Lessee's and each Carrier's activities on the Site and the Leased Premises whether prior to the Commencement Date or after the termination of this Lease. In addition to the Lessor, Lessor's Council members, staff, officers, agents, servants, employees, volunteers, business invitees, customers and guests shall be beneficiaries of Lessee's indemnification.

11. BOOKS AND RECORDS

To the extent necessary to determine the Lessee's compliance with this Lease or to carry out the Lessor's authority to manage its property, the Lessee shall make available to the Lessor for inspection, examination and/or audit upon notice to the Lessee, such complete and accurate books of account, records, documents and other information as the Lessor may reasonably need with respect to any subleases, including, without limitation, books of account, records, documents and other information adequate to enable the Lessee to demonstrate, at all times throughout the Term that it is, and has been, in compliance with each term and condition of this Lease. If the inspection, examination and/or audit reveals a discrepancy of greater than 3%, then in addition to the late charges and penalties due hereunder Lessee shall reimburse the Lessor for all costs associated with the inspection, examination and/or audit.

12. INTERFERENCE:

Lessee agrees to install (and shall cause each Carrier to install) equipment of a type and frequency which will not cause frequency interference with other forms of radio frequency communications existing on Lessor's property as of the date of this Lease or as may be in existence in the future (so long as reasonably prevalent). All such equipment shall fully comply with all FCC, FAA, OSHA and other governmental (whether federal, state, or county) rules and regulations. In the event Lessee's or any Carrier's equipment causes such interference, Lessee agrees it will take all steps necessary, or shall cause all such steps to be made, to correct and

eliminate the interference consistent with all government rules and regulations upon receipt of written notification of the interference. Lessee shall be obligated, and shall cause each Carrier, to correct the problem of interference within forty-eight (48) hours of receipt of written notice from Lessor. If the interference is not corrected within such forty-eight (48) hour period, Lessor shall have the right, or shall have the right to cause Lessee, to disconnect or terminate power to any interfering equipment or turn such equipment off (other than for short tests to determine the nature of the interference, provided that Lessor reasonably approves of such tests in advance). Thereafter, such interfering Carrier may attempt to correct such interference, which may include reactivating the equipment or restoring power thereto, provided that Lessor reasonably approves of such reactivation or restoration in advance, for a period of one hundred and twenty (120) days. If such interference cannot be cured within such one hundred and twenty (120) period, Lessor shall have the right, or shall have the right to cause Lessee to, immediately remove the interfering equipment from the Monopole. Notwithstanding the foregoing, and to the extent any Lessor approved test requires the facilitation or cooperation of Lessor, Lessor agrees, subject to the other provisions hereof, to act reasonably with such facilitation or cooperation.

13. EVENT OF DEFAULT:

- a. Each of the following shall be an event of default by Lessee under this Lease:
 - i. If the rent or any installment thereof shall remain unpaid after it becomes due and payable, and is not paid within five (5) business days after Lessor gives written notice of non-payment;
 - ii. If Lessee or its assigns shall fail or neglect to keep and perform any one of the terms of this Lease and such failure or neglect continues for more than thirty (30) days (or such longer period as may be reasonable, provided Lessee is attempting a cure with all due diligence, not to exceed one hundred twenty (120) days plus any period of where cure is prevented by *force majeure*) after Lessor gives written notice specifying the default;
 - iii. If Lessee abandons the Leased Premises for a period of more than twelve (12) consecutive months; and
 - iv. If Lessee files a petition in bankruptcy or insolvency or for reorganization or arrangement under the bankruptcy laws of the United States or under any insolvency act of any state, or is dissolved or makes an assignment for the benefit of creditors, or if involuntary proceedings under any bankruptcy laws or insolvency act or for the dissolution of Lessee are instituted against Lessee, or a receiver or trustee is appointed for all or substantially all of Lessee's property, and the proceeding is not dismissed or the receivership or trusteeship is not vacated within sixty (60) days after institution or appointment.
 - v. If any final judgment or judgments in an aggregate amount (including interest and costs) of more than \$500,000.00 is entered against Lessee, and any such judgment or judgments shall not have been paid or otherwise discharged within sixty (60) days after all applicable appeal periods have terminated.

b. In the case of any event of default, Lessor shall have the right to terminate this Lease upon thirty (30) days notice and shall have any additional rights and remedies that may be available at law or in equity.

c. The foregoing notwithstanding, in the event of any such default by Lessee hereunder, such shall not provide Lessor the right to attach, utilize, distrain upon or otherwise take possession of any equipment located on the Monopole or within a Base Station owned by any Carrier, and such shall at all times be free from any claim by Lessor hereunder.

d. To ensure Lessee's faithful performance under this Lease, including but not limited to proper restoration of the Site, and to ensure work is done in a proper manner without undue damage to the Site or other property of the Lessor, the Lessor may require the Lessee, when five years or less remains in the term of this Lease, to furnish to the Lessor a Surety Bond, made payable to the Lessor, in a minimum initial amount of Fifty Thousand Dollars (\$50,000.00). The Lessor may require Lessee, within thirty days of written notice, to increase the amount of the Surety Bond by the percentage increase in the most recently published Consumer Price Index (CPI-U, all products) since the posting of the Surety Bond or any prior increase of the Surety Bond. The Surety Bond shall be in the form of cash, irrevocable letter of credit, or corporate surety by a corporation reasonably acceptable to the Lessor and having a business office in the Commonwealth of Virginia. The Lessee shall provide any required Surety Bond within thirty (30) days notice from the Lessor. The Surety Bond shall not in any way be considered to limit Lessee's obligations or liabilities hereunder. The Lessor may draw upon the Surety Bond for any nonpayment by Lessee and for any expenses the Lessor incurs due to non-performance by Lessee. Whenever the Lessor draws upon the Surety Bond, Lessee shall replenish the bond within thirty days of notice to replenish.

e. Lessor may enforce any provision of this Lease by self-help or an action for mandamus or injunction. If the Lessor uses self-help to enforce any provision of this Lease or to obtain possession after termination of this Lease, Lessee shall, upon demand, pay the Lessor its costs of obtaining possession and enforcing the provisions of this Lease. If the Lessor obtains a judgment, writ of mandamus, or an injunction to enforce any provision of this Lease, Lessee shall pay the Lessor its cost of litigation, including a reasonable attorney's fee and expert witness fees.

14. INSURANCE REQUIREMENTS:

a. All property of the Lessee, its employees, agents, business invitees, licensees, customers, clients, guests or trespassers, including, without limitation, the Carriers, in and on the Leased Premises shall be and remain at the sole risk of such party, and Lessor shall not be liable to them for any damage to, or loss of such personal property arising from any act of God or any persons, nor from any other reason, nor shall the Lessor be liable for the interruption or loss to Lessee's business arising from any of the above described acts or causes. The Lessor shall not be liable for any personal injury to the Lessee, its employees, agents, business invitees, licensees, customers, clients, guests or trespassers, including, without limitation, the Carriers, arising from the use, occupancy and condition of the Leased Premises unless such injury is caused by the gross negligence or willful act or failure to act on the part of the Lessor or its employees.

b. During the term, Lessee will maintain a policy of commercial general liability insurance insuring the Lessor and Lessee against liability arising out of the use, operation or maintenance of the Leased Premises and the installation, repair, maintenance, operation, replacement and removal of the Base Station. The insurance will be maintained for personal injury and property damage liability, adequate to protect Lessor against liability for injury or death of any person in connection with the use, operation and condition of the Leased Premises, and to insure the performance of Lessee's indemnity set forth in Section 10, in an amount not less than TWO MILLION DOLLARS (\$2,000,000.00) per occurrence/aggregate. During the term, Lessee shall also maintain workers' compensation and employers' liability insurance, and such other insurance relating to the installation, repair, maintenance, operation, replacement and removal of the Base Station, and the ownership, use, occupancy or maintenance of the Leased Premises as Lessor may reasonably require. The limits of the insurance will not limit the liability of Lessee. If the Lessee fails to maintain the required insurance the Lessor may, but does not have to, maintain the insurance at Lessee's expense. The policy shall expressly provide that it is not subject to invalidation of the Lessor's interest by reason of any act or omission on the part of Lessee.

c. Insurance carried by Lessee will be with companies acceptable to the Lessor. The Lessee will deliver to the Lessor certificate evidencing the existence and amounts of the insurance. No policy shall be cancelable or subject to reduction of coverage or other modification except after sixty (60) days prior written notice to the Lessor. Lessee shall, at least sixty (60) days prior to the expiration of the policies, furnish Lessor with renewals or "binders" for the policies, or Lessor may order the required insurance and charge the cost to Lessee.

d. Lessee will not knowingly do anything or permit anything to be done or any hazardous condition to exist ("Increased Risk") which shall invalidate or cause the cancellation of the insurance policies carried by Lessor or Lessee. If Lessee does or permits any Increased Risk which directly causes an increase in the cost of insurance policies, then Lessee shall reimburse Lessor for additional premiums directly attributable to any act, omission or operation of Lessee causing the increase in the premiums. Payment of additional premiums will not excuse Lessee from termination or removing the Increased Risk unless Lessor agrees in writing. Absent agreement, Lessee shall promptly terminate or remove the Increased Risk.

e. The Lessor shall be named as an "additional insured" on Lessee's liability policies and it shall be stated on all required policies that this coverage "is primary to all other coverage the Lessor may possess."

f. Notwithstanding any provisions herein to the contrary, Lessee waives all rights to recover against Lessor for any loss or damage arising from any cause covered by any insurance required to be carried by Lessee pursuant to this Section 14, or any other insurance actually carried by Lessee. Lessee will request its insurers to issue appropriate waiver of subrogation rights endorsements to all policies of insurance carried in connection with the Leased Premises.

g. All insurance required by this Section 14 shall be written by insurers, in such forms, and shall contain such terms, as Lessor may reasonably require.

15. HAZARDOUS MATERIALS:

a. Neither Lessee nor any Carrier shall cause or permit any hazardous or toxic wastes, substances or materials (collectively, "Hazardous Materials") to be used, generated, stored or disposed of on, under or about, or transported to or from, the Leased Premises (collectively "Hazardous Materials Activities") without first receiving Lessor's written consent, which may be withheld for any reason whatsoever and which may be revoked at any time, and then only in compliance (which shall be at Lessee's sole cost and expense) with all applicable legal requirements and using all necessary and appropriate precautions. Lessee shall indemnify, defend with counsel acceptable to Lessor and hold Lessor harmless from and against any claims, damages, costs and liabilities, including court costs and legal fees, arising out of Lessee's or Carrier's Hazardous Materials Activities on, under or about the Leased Premises, regardless of whether or not Lessor has approved Lessee's Hazardous Materials Activities. For the purposes of this Lease, Hazardous Materials shall include but not be limited to oil, radioactive materials, PCBs, and substances defined as "hazardous substances" or "toxic substances" in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. Sec. 9601 et seq.; Hazardous Materials Transportation Act, 49 U.S.C. Sec. 1801 et seq.; and Resources Conservation and Recovery Act, 42 U.S.C. Sec. 6901 et seq., and those substances defined as "hazardous wastes" in the regulations adopted and publications promulgated pursuant to said laws. Subject to the foregoing provisions of this Section, Lessee shall, prior to the Commencement Date, submit to Lessor for Lessor's review and approval, a list of Hazardous Materials Activities, including types and quantities, which list to the extent approved by Lessor shall be attached hereto as Exhibit C. Prior to conducting any other Hazardous Materials Activities, Lessor shall update such list as necessary for continued accuracy. Lessor shall also provide Lessee with a copy of any Hazardous Materials inventory statement required by any applicable legal requirements. If Lessee's activities violate or create a risk of violation of any legal requirements, Lessee shall cease such activities immediately upon notice from Lessor. Lessor, Lessor's representatives and employees may enter the Leased Premises at any time during the term to inspect Lessee's compliance herewith, and may disclose any violation of legal requirements to any governmental agency with jurisdiction. The provisions of this Section 15 shall survive termination or expiration of the term of this Lease.

b. Lessor acknowledges that Lessee's equipment cabinets shall contain batteries for back-up power and that, provided Lessee's use of same is in compliance with this provision, the presence of such batteries does not violate this provision if such batteries comply with all laws, regulations and ordinances relating to Hazardous Materials.

c. Lessee will immediately notify Lessor and provide copies upon receipt of all written complaints, claims, citations, demands, inquiries, reports, or notices relating to the condition of the Leased Premises or compliance with environmental laws. Lessee shall promptly cure and have dismissed with prejudice any of those actions and proceedings to the satisfaction of Lessor. Lessee will keep the Leased Premises free of any lien imposed pursuant to any environmental laws.

d. Lessor shall have the right at all reasonable times and from time to time to conduct environmental audits of the Leased Premises, and Lessee shall cooperate in the conduct of those audits. The audits may be conducted by Lessor or a consultant of Lessor's choosing,

and if any Hazardous Materials generated, stored, transported or released by Lessee are detected or if a violation of any of the representations or covenants in this Section 15 is discovered, the fees and expenses of such consultant will be borne by Lessee.

e. If Lessee fails to comply with any of the foregoing representations and covenants, Lessor may cause the removal (or other cleanup acceptable to Lessor) of any Hazardous Materials from the Leased Premises. The actual and reasonable costs of removing Hazardous Materials and any other cleanup (including transportation and storage costs) shall be reimbursed by Lessee promptly after Lessor's demand and will be additional rent under this Lease. Lessee will give Lessor access to the Leased Premises to remove or otherwise clean up any Hazardous Materials. Lessor, however, has no affirmative obligation to remove or otherwise clean-up any Hazardous Materials, and this Lease will not be construed as creating any such obligation.

f. Notwithstanding the foregoing, Lessor represents and warrants that to the best of its knowledge and belief there are no Hazardous Materials on, in or under the Site. Lessor covenants not to bring onto the Site any Hazardous Materials.

16. NO PARTNERSHIP:

Nothing contained in this Lease 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.

17. NOTICES:

All notices, payments, demands and requests hereunder shall be in writing and shall be deemed to have been properly given three (3) days after the date when mailed by the United States Postal Service by First Class, Registered or Certified Mail, postage prepaid, or upon receipt when delivered by nationally recognized overnight courier or hand delivery, and addressed to the Lessor as follows:

City of Manassas
8500 Public Works Drive
Manassas, VA 20110
Attn: James M. Falls, Purchasing Manager

with a copy, which will not constitute notice to:

Vanderpool, Frostick & Nishanian
9200 Church Street, Ste 400
Manassas, VA 20110
Attn: Martin Crim, City Attorney

and to Lessee as follows:

Milestone Communications
12110 Sunset Hills Road, Suite 100
Reston, Virginia 20190
Attn: Leonard Forkas, Jr.

with a copy, which will not constitute notice to:

Cooley LLP
11951 Freedom Drive
Reston, Virginia 20190
Attn: John G. Lavoie, Esquire

or to such other addresses as either of the parties may designate from time to time by giving written notice as herein required.

18. ASSIGNMENT OR SUBLETTING; FINANCING:

a. Lessee may assign this Lease, without Lessor's consent, to any corporation, partnership or other entity which (i) is controlled by, controlling or under common control with Lessee; (ii) shall merge or consolidate with or into Lessee; or (iii) in which Lessee or a wholly owned affiliate of Lessee is at all times the general partner. In the event of such an assignment or sublease, Lessee shall provide to Lessor at least ten (10) days before the proposed transfer (a) the name and address of the assignee; (b) a document executed by the assignee by which it acknowledges the assignment and assumption of all of Lessee's obligations hereunder; and (c) such other information regarding the proposed assignee as shall be reasonably requested by Lessor. Lessee may also, without Lessor's consent, sublease or license portions of space on the Monopole and within the Base Station to Carriers in accordance with and subject to the terms and conditions of Section 18b hereof. No such assignment shall relieve Lessee of liability hereunder, and Lessee and such assignee shall each be fully and primarily liable for the obligations of the "Lessee" hereunder.

b. Lessee may, without Lessor's prior consent, sublease or license space on the Monopole or within the Compound to Carriers under and subject to the terms of this Section 18. Specifically, Lessee shall be entitled to sublease or license space on the Monopole or in the Compound without Lessor's prior approval provided that (a) the Carrier Sublease shall be in a form utilized by Lessee in the ordinary course of Lessee's business, but with a rider attached thereto in the form of Exhibit D attached hereto ("Carrier Sublease Rider") which may not be altered, modified, revised, amended or otherwise changed without Lessor's prior written approval which may be withheld in Lessor's sole discretion, (b) the sublessee is an Approved Carrier (as defined below), (c) no event of default exists hereunder, (d) the term of the Carrier Sublease does not exceed the term of this Lease and (e) Lessee submits an engineering report to Lessor definitively showing that the Monopole is capable of supporting the proposed Carrier. Otherwise, any lease, sublease, license or other occupancy agreement with respect to any Site shall be in form approved by Lessor, which approval may be given or withheld in Lessor's sole and absolute discretion. As used herein, the term "Approved Carrier" shall mean a telecommunications service provider licensed by the F.C.C. and any other governmental agencies for which approval is needed to conduct such company's business.

c. The termination of this Lease shall automatically terminate all Carrier Subleases; provided, however, that Lessor agrees that, provided that Lessee has complied with the provisions of Section 18 hereof, upon a termination hereof as a result of Lessee's default hereunder, and the failure by any Mortgagee (as defined in Section 18e hereof) to either succeed to Lessee's interest hereunder or to enter into a new lease with Lessor in accordance with the terms of an Approved Financing Agreement (as defined in Section 18e hereof), Lessor shall provide such Carrier the opportunity to continue such Carrier's occupancy of the Monopole for the unexpired term of the Carrier Sublease (including any renewals) at the same rental rate contained in its Carrier Sublease under terms and conditions required by Lessor in its sole and absolute discretion including, but not limited to, that (i) Carrier is not in default under the Carrier Sublease; (ii) upon request by Lessor, Carrier will provide to Lessor a certified true and correct

copy of the Carrier Sublease; (iii) there have been no modifications, amendments or assignments of the Carrier Sublease; (iv) Carrier agrees, in writing, that Lessor shall not be liable for any act or omission of Lessee under the Carrier Sublease; (v) Carrier executes within thirty days of receipt from Lessor, Lessor's then standard form of license or lease agreement; (vi) upon execution of such license or lease agreement, Carrier posts with Lessor a security deposit in the amount of two (2) months' rent under the Carrier Sublease and (vii) Lessor obtains ownership of the Monopole.

d. Lessee shall cause the Carriers to comply with, and not violate, the terms and conditions of this Lease. Lessee shall enforce all of the terms and provisions of any Carrier subleases, licenses or other similar documents (each, a "Carrier Sublease"). Without limiting the generality of the foregoing, Lessee shall exercise any or all of its rights and remedies under the Carrier Subleases immediately if requested to do so by Lessor. Lessee shall, at its sole cost and expense, perform all obligations of the landlord under the Carrier Subleases. Lessor shall have no liability whatsoever under the Carrier Subleases.

e. Lessee shall not grant a security interest in this Lease to any party unless, by separate written agreement between the parties, Lessor gives its consent to do so. The separate written agreement shall be an "Approved Financing Agreement" for purposes of this Lease and the secured party shall be a "Mortgagee" for purposes of this Lease.

19. ACCESS AND INSPECTIONS:

Lessor shall have full access to the Leased Premises and the Base Station for operating, repairing, removing, installing and otherwise working with communications equipment owned by Lessor or any third party permitted to use the Base Station pursuant to this Lease. In addition, Lessee shall allow Lessor, upon prior notification to Lessee, or without notice in the event of any emergency, to enter the Leased Premises or any part thereof at any reasonable time and in a manner so as not to interfere more than reasonably necessary with Lessee's use of the Base Station, for the purpose of inspecting the Leased Premises. Lessee shall at all times provide the Lessor copies of all keys needed to unlock all of the gates and locks to the fences to the Compound or in the Leased Premises.

20. QUIET ENJOYMENT:

Lessee shall be entitled to use and occupy the Leased Premises during the term hereof for the purposes herein permitted and subject to the terms and conditions herein contained, without molestation or interference by Lessor. Lessor may, however, without the requirement for payment of any compensation to Lessee, license one (1) platform on the Monopole on each Site to governmental entities (which license shall include a ground location for Lessor to construct a facility to install its ground based facilities appurtenant thereto), provided that the transmissions do not interfere with those of any Carrier on the Site (or under a letter of intent) at the time such license is granted, and further, Lessor shall be entitled to license space within a Site to any other governmental agency for construction of a monopole for its own use (but not for commercial resale).

21. DAMAGE AND DESTRUCTION:

a. If the Leased Premises or the Base Station are damaged or destroyed by reason of fire or any other cause, or if damage to the Leased Premises or the Base Station causes damage to portions of the Site or other property of Lessor, Lessee will immediately notify Lessor and will promptly repair or rebuild the Base Station, incidental improvements, and other damage to Lessor's property to its condition immediately prior to such damage, at Lessee's expense.

b. Monthly rent and additional rent will not abate pending the repairs or rebuilding except to the extent to which Lessor receives a net sum as proceeds of any rental insurance, or continues to receive income from Carrier Subleases.

c. If at any time the Leased Premises or Base Station are so damaged by fire or otherwise that the cost of restoration exceeds fifty percent (50%) of the replacement value of the Base Station immediately prior to the damage, Lessee may, within thirty (30) days after such damage, give notice of its election to terminate this Lease and, subject to the further provisions of this Section 21, this Lease will cease on the tenth (10th) day after the delivery of that notice. Monthly rent will be apportioned and paid to the time of termination. If this Lease is so terminated, Lessee will have no obligation to repair or rebuild. Notwithstanding the foregoing, if Lessee elects to terminate this Lease, Lessee shall be required to comply with the provisions of Section 4b with respect removing and dismantling each component of the Base Station and returning the Leased Premises to the condition stated in such section.

22. CONDEMNATION:

If all or any part of the Leased Premises is taken by eminent domain or sale in lieu thereof, and if said taking or sale renders the Leased Premises unusable for its intended purpose hereunder, then, at Lessor's or Lessee's option, this Lease may be terminated upon sixty (60) days prior written notice to the other party and there will be no further payment of rents except that which may have been due and payable at the time of said taking or sale. In the event of a partial taking or sale and Lessee, subject to mutual agreement with Lessor, wishes to maintain its operation, Lessee may continue to use and occupy the Compound and Leased Premises under the terms and conditions hereunder, provided Lessor's and Lessee's obligations under this Lease are not otherwise altered, and provided Lessee, at its sole cost, restores so much of the Base Station and Leased Premises as remains to a condition substantially suitable for the purposes for which it was used immediately before the taking. Upon the completion of restoration, Lessor shall pay Lessee the lesser of the net award made to Lessor on account of the taking (after deducting from the total award attorneys', appraisers', and other costs incurred in connection with obtaining the award), or Lessee's actual out-of-pocket cost of restoring the Leased Premises, and Lessor shall keep the balance of the net award. In connection with any taking subject to this Section, Lessee may prosecute its own claim, by separate proceedings against the condemning authority for damages legally due to it (such as the loss of fixtures which Lessee was entitled to remove and moving expenses) only so long as Lessee's award does not diminish or otherwise adversely affect Lessor's award.

23. SALE OF SITE:

Any sale by Lessor of all or part of the Leased Premises to a purchaser other than Lessee shall be under and subject to this Lease and Lessee's right hereunder. Lessor shall be released from its obligations under this Lease in the event of a sale and the assignee assumes Lessor's obligations hereunder (including the recognition of Lessee's rights hereunder).

24. GOVERNING LAW:

The execution, performance and enforcement of this Lease shall be governed by the laws of Commonwealth of Virginia without application of conflicts of law principles.

25. MISCELLANEOUS:

This Lease plus the Exhibits hereto contain the entire agreement between the parties and may not be amended, altered or otherwise changed except by a subsequent writing signed by the parties to this Lease. The invalidation of any one of the terms or provisions of this Lease by judgment or court order shall in no way affect any of the other terms of this Lease which shall remain in full force and effect. Lessor and Lessee agree to execute any additional documents necessary to further implement the purposes and intent of this Lease. Time is of the essence with respect to each provision of this Lease. The headings contained in this Lease are to facilitate reference only, do not form a part of this Lease, and shall not in any way affect the construction or interpretation hereof. Terms such as "hereby," "herein," "hereof," "hereinafter," "hereunder," and "hereto" refer to this Lease as a whole and not to the particular sentence or paragraph where they appear, unless the context otherwise requires. The term "may" is permissive; the terms "shall" and "will" are mandatory, not merely directive. All references to any gender shall be deemed to include all others, as the context may require. Terms used in the plural include the singular, and vice versa, unless the context otherwise requires. Nothing in this Lease is intended to interfere with any tariffs, contracts or other arrangements between the Lessee and a third party or between the Lessor and a third party, or to create any third party beneficiary rights.

26. BINDING EFFECT:

This Lease shall bind and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

27. LESSOR'S RIGHT TO PERFORM:

If Lessee fails to perform any obligations under this Lease beyond all applicable notice and cure periods, Lessor shall be entitled, but shall not be obligated, to perform any or all of such obligations and any actual and reasonable cost of performing same shall be payable by Lessee to Lessor upon written demand as additional rent hereunder. Any actual and reasonable amounts so

incurred by Lessor and not repaid by Lessee within thirty (30) days after demand shall bear interest at a rate of ten percent (10%) per annum.

28. HOLDING OVER:

If Lessee remains in possession of the Leased Premises after the end of this Lease, Lessee will occupy the Leased Premises as a lessee from month to month, subject to all conditions, provisions, and obligations of this Lease in effect on the last day of the term.

29. ESTOPPEL CERTIFICATES:

Within no more than two weeks after written request by either party, the other will execute, acknowledge, and deliver a certificate stating:

- a. that the Lease is unmodified and in full force and effect, or, if this Lease is modified, the way in which it is modified accompanied by a copy of the modification agreement;
- b. the date to which rental and other sums payable under this Lease have been paid;
- c. that no notice has been received of any default which has not been cured, or, if the default has not been cured, what such party intends to do in order to effect the cure, and when it will do so;
- d. (if from Lessee) that Lessee has accepted and occupied the Leased Premises;
- e. (if from Lessee) that Lessee has no claim or offset against Lessor, or, if it does, stating the date of the assignment and assignee (if known to Lessee); and
- f. other matters as may be reasonably requested.

Any certificate may be relied upon by any prospective purchaser, lender or other person with a bona fide interest in the Leased Premises.

30. NO WAIVER:

No waiver of any condition or agreement in this Lease by either Lessor or Lessee will imply or constitute a further waiver by such party of the same or any other condition or agreement. No act or thing done by Lessor during the term of this Lease will be deemed an acceptance of surrender of the Leased Premises, and no agreement to accept the surrender will be valid unless in writing signed by Lessor. The delivery of Lessee's keys to Lessor will not constitute a termination of this Lease unless Lessor has entered into a written agreement to that effect. No payment by Lessee, or receipt from Lessor, of a lesser amount than the rent or other charges stipulated in this Lease will be deemed to be anything other than a payment on account of the earliest stipulated rent. No endorsement or statement on any check or any letter accompanying any check or payment as rent will be deemed an accord and satisfaction. Lessor

will accept the check for payment without prejudice to Lessor's right to recover the balance of the rent or to pursue any other remedy available to Lessor.

31. AUTHORITY:

Each of the persons executing this Lease on behalf of Lessee warrants to Lessor that Lessee is a duly organized and existing corporation under Delaware law, that Lessee is authorized to do business in the State of Virginia, that Lessee has full right and authority to enter into this Lease, and that each and every person signing on behalf of Lessee is authorized to do so. Upon Lessor's request, Lessee will provide evidence satisfactory to Lessor confirming these representations.

Lessor and the person executing and delivering this Lease on Lessor's behalf each represents and warrants to Lessee that such person is duly authorized to so act and has the power and authority to enter into this Lease; and that all action required to authorize Lessor and such person to enter into this Lease has been duly taken.

32. LIMITED LIABILITY:

Lessee's sole recourse against Lessor, and any successor to the interest of Lessor in the Leased Premises, is to the interest of Lessor, and any successor, in the Leased Premises. Lessee will not have any right to satisfy any judgment which it may have against Lessor, or any successor, from any other assets of Lessor, or any successor, or from any of Lessor's Council members, staff, officers, agents, servants, employees, volunteers, business invitees, customers, or guests. In no event shall Lessor be liable for consequential or punitive damages, economic losses or losses derived from future expected revenues. The provisions of this Section 32 are not intended to limit Lessee's right to seek injunctive relief or specific performance.

33. RECORDATION:

Lessee may record, at Lessee's expense, a memorandum or short form hereof in the form attached hereto as Exhibit F.

IN WITNESS WHEREOF, the parties hereto executed this Lease in two parts on the dates indicated.

LESSOR:

CITY OF MANASSAS

By: _____
Name: Harry J. Parrish II
Its: Mayor
Date: _____

LESSEE:

MILESTONE COMMUNICATIONS
MANAGEMENT III, INC., a Delaware corporation

By: _____
Name: Leonard Forkas, Jr.
Its: President
Date: _____

EXHIBIT A
Description of Site

EXHIBIT A-1

Lease Area

EXHIBIT B

Easements

EXHIBIT C

Hazardous Materials

DRAFT

EXHIBIT D

CARRIER SUBLEASE RIDER

LEASE RIDER

THIS LEASE RIDER ("Rider") is executed simultaneously with and constitutes a substantive part of that certain Lease Agreement of even date herewith by and between MILESTONE COMMUNICATIONS MANAGEMENT III, INC., a Delaware corporation having an office at 12110 Sunset Hills Road, Suite 100, Reston, VA 20190 ("Lessor") and [_____] ("Lessee").

RECITALS

R-1 Lessor and Lessee are simultaneously entering into a Lease Agreement (including this Rider, the "Lease") whereby Lessee shall lease from Lessor certain rights to place, on Lessor's Monopole, Lessee's telecommunications equipment, and to locate on the site on which Lessor's Monopole is constructed (or is to be constructed after the date hereof) Lessee's ground based equipment incident thereto, all in accordance with the terms of the Lease. The area leased to Lessee under the Lease is the "Leased Premises" and is a portion of the site on which the Monopole and equipment facility is located, or is to be located (the "Site").

R-2 Lessor has disclosed to Lessee and Lessee acknowledges that the Site, is not owned in fee simple by Lessor, but rather is owned by the City of Manassas ("City"), and is under lease to Lessor pursuant to a Real Property Lease Agreement dated as of the ____ day of _____, 20__ (the "Site Lease") or will hereafter be under a lease to Lessor substantially in the form of the Real Property Lease Agreement previously agreed upon between Lessor and City (which lease, when approved, becomes the "Site Lease" for this Lease).

R-3 City has required, as a condition precedent to Lessor and Lessee entering in to the Lease, and as a condition to the effectiveness thereof, that Lessor and Lessee simultaneously enter into this Rider as a substantive and material part of the Lease.

NOW THEREFORE, in consideration of the foregoing, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, Lessor and Lessee agree as follows:

The foregoing Recitals are true and correct and are incorporated herein as a substantive part of this Rider and of the Lease.

1. All capitalized terms used herein and not otherwise defined herein shall have the meanings given them in the Site Lease.

2. Lessee has been provided, and hereby acknowledges that it has received, a copy of the Site Lease (or, in the event that the Site Lease for the Site is not, as of the date hereof,

executed, Lessee has received and reviewed the form of Real Property Lease Agreement provided as Exhibit B to the Telecommunications Marketing Master Agreement between Lessor and City). Lessee has had an opportunity to review and understand the Site Lease, and acknowledges the absolute primacy of the terms and conditions of the Site Lease over the terms and conditions of the Lease.

3. Lessee's rights under the Lease are subject and subordinate to City's use and operation of the Site. Prior to any entry upon the Leased Premises, Lessee shall provide not less than two (2) business days prior notice to Lessor and City which notice shall specify the type of work or other activities that are to be performed or undertaken on the Leased Premises or which may impact the Site. In exercising their rights under the Lease and this Rider, Lessee will avoid any adverse construction, operational or other such impact on the Site or City's use and operation thereof, whether such impacts arise from work or activities being performed or undertaken on or off of the Site (utility outages arising from off-site utility relocation, for example), and, notwithstanding any other provision of the Lease, Lessee will cause such entry, work or activities to be performed or undertaken at such times, and to occur in such manner, as City may require, in its sole discretion, to avoid any adverse impacts to the Site or City's use thereof. In case of emergencies threatening life or safety or Lessee's equipment, Lessee may enter the Leased Premises without prior notice to Lessor or City, provided Lessee notifies Lessor and City of such entry, and the nature of the work performed or undertaken as a result of such emergency, as soon as practicable after Lessee's entry. Notwithstanding the foregoing, Lessee shall have the right to make customary and routine inspections of the Leased Premises upon one (1) business day prior notice, provided that (i) such entry is only for the purpose of inspecting the Leased Premises, conducting routine maintenance and repairs (provided such maintenance and/or repairs do not require alteration of the structural elements to the Base Station or the Monopole or the addition or substitution of any electrical cabinet or equipment shelter) and (ii) the worker or workers who make such inspections check-in with the appropriate personnel at the Site prior to accessing the Leased Premises and, in all cases, follow all procedures required by Site personnel.

4. Lessee shall defend, with counsel acceptable to City, and indemnify and hold harmless, City and the indemnitees named below from all losses, costs, claims, causes of actions, demands and liabilities arising from (a) any breach by Lessee of any covenant of the Lease; (b) any misrepresentation by Lessee contained in the Lease and/or any breach of any warranty contained in the Lease; and (c) any occurrence, of any kind or nature, arising from (i) Lessee's construction, installation, maintenance, repair, operation, replacement or removal of Lessee's equipment in the Base Station, on the Leased Premises or on the Site, or any other activities of Lessee in the Base Station, on the Leased Premises or on the Site of any kind or nature, (ii) the condition of Lessee's equipment, the Base Station or the Leased Premises and (iii) any personal injury, death, or accident in any way related to Lessee's use, operation or maintenance of the Base Station, the Site, the Leased Premises and/or any of Lessee's equipment or antennas contained therein or on the Monopole, of any kind or nature, whether foreseeable or not. Such indemnification shall include the cost of investigation, all expenses of litigation, and the cost of appeals, including, without limitation, attorneys' fees and court costs, and shall be applicable to Lessee's activities on the Site whether prior to the commencement date of the Lease, during the term of the Lease, or after the termination of the Lease. In addition to the City, the indemnitees under this provision shall be the City Council, and the City's staff, officers, agents, servants, employees, volunteers, business invitees, customers and guests.

5. The term of the Lease shall not extend beyond the term of the Site Lease and any termination of the Site Lease shall automatically effectuate a termination of the Lease, without any further action from City. Upon termination of the Lease, Lessee shall be a tenant at sufferance and shall be liable for rent and all other costs and obligations of the Lease, but shall have no rights thereunder.

6. During the term of the Lease and during any holdover period, Lessee shall maintain at its own expense a policy or policies of commercial general liability insurance insuring Lessor and City against liability arising out of the use, operation or maintenance of the Leased Premises. The insurance will be maintained for personal injury and property damage liability adequate to protect Lessor and City against liability for injury or death of any person in connection with the use, operation and condition of the Leased Premises, and to insure the performance of Lessee's indemnity set forth in Section 4 of this Rider, in an amount not less than \$2,000,000 per occurrence/aggregate. During the term of the Lease, Lessee shall also maintain workers' compensation and employers' liability insurance, and such other insurance relating to the installation, repair, maintenance, operation, replacement and removal of Lessee's equipment and the use of the Leased Premises. The limits of the insurance will not limit the liability of the Lessee. All insurance required to be carried by Lessee shall name, in addition to Lessor, City as an additional insured. Certificates of such insurance shall be delivered to Lessor and City and it shall be stated on the insurance certificate that this coverage "is primary to all commercial liability coverage the Lessor or City may possess."

7. Lessee shall not cause or permit any hazardous or toxic wastes, substances or materials (collectively, "Hazardous Materials") to be used, generated, stored or disposed of on, under or about, or transported to or from the Leased Premises (collectively, "Hazardous Materials Activities") without first receiving written consent from Lessor, which Lessee acknowledges is contingent upon Lessee's receipt of written consent from City, which may be withheld by City for any reason whatsoever and which may be revoked at any time, and then only in compliance (which shall be at Lessee's sole cost and expense) with all applicable legal requirements and using all necessary and appropriate precautions. Lessor and City shall have the right at all reasonable times, and from time to time, to conduct environmental audits of the Leased Premises and Lessee shall cooperate in the conduct of those audits. The term "Hazardous Materials" shall have the same meaning ascribed to it in the Site Lease.

8. Prior to commencing any activities on the Site, Lessee shall provide Lessor, and Lessor shall provide City, with evidence satisfactory to Lessor and City that Lessee and its contractors and agents who will be working on the Site are covered by insurance as required by Section 6 hereof. All of Lessee's work and facilities shall be installed free of mechanics', materialmen's and other liens and claims of any person. Lessee shall bond off or discharge any such liens or other claims within thirty (30) days after notice from Lessor or City. In the event that Lessee damages any grassed area as a result of its activities on the Site, Lessee shall re-sod the disturbed areas, and as soon as reasonably practicable, return them to the condition existing immediately prior to the activity.

9. Lessee shall operate all its facilities and equipment on the Site in strict compliance with all applicable statutes, codes, rules, regulations, standards and requirements of all federal, state and local governmental, authorities and agencies including, without limitation,

OSHA (including, without limitation, OSHA regulations pertaining to RF radiation), the F.C.C. and the FAA, and with such reasonable rules and regulations governing the use of the Site as City may adopt from time to time; provided that in all events the same shall not materially interfere with or impede the use of the Base Station by Lessee, or materially increase the cost of the use and operation thereof. In the event that the operation of the Base Station violates any of such statutes, codes, rules, regulations, standards or requirements, Lessee agrees to suspend operation of the Base Station within twenty-four (24) hours after notice of such violation and not to resume operation of the Base Station until such operation is in strict compliance with all of the requirements of the Lease.

10. Lessee shall allow Lessor and City, upon prior notification to Lessee, or without notice in the event of any emergency, to enter the Leased Premises or any part thereof at any reasonable time and in a manner so as not to interfere more than reasonably necessary with Lessee's use of the Base Station, for the purpose of inspecting the Leased Premises.

11. Lessee acknowledges that City has the right, under the terms and conditions of the Site Lease, to cause Lessor to enforce all of the provisions, rights and remedies hereunder, and that City shall not, as a result be deemed to incur any liability therefor.

12. Any notice required to be given to Lessor under the terms and conditions of the Lease shall simultaneously be delivered to City at the address set forth on the signature page hereto or such other notice as City shall specify from time to time.

13. Under no circumstances shall City have any liability whatsoever to Lessee pursuant to the Lease, and Lessee hereby specifically and fully disclaims any and all right to pursue any claim or cause of action arising from this transaction against City, whether at law, in equity or otherwise.

14. Notwithstanding anything contained herein to the contrary, Lessee represents and warrants that it has read, understands and will comply with Section 12 of the Site Lease, and each such other provision thereof, relating to interference.

15. Lessee agrees (i) to repair any damage to the Site or the Leased Premises caused by Lessee, its employees, agents or contractors, including, but not limited to, any damage to utility lines, drains, waterways, pipes, grass fields or paved surfaces, occurring as a result of Lessee's operations at the Leased Premises or on the Site, including but not limited to construction, installation, maintenance, repair, operation, replacement or removal of Lessee's equipment on the Leased Premises or the Site, and Lessee shall restore the Leased Premises and/or the Site to the condition existing immediately prior to such damage, (ii) that any repair work undertaken on the Site or the Leased Premises shall be completed as soon as possible after notice thereof, (iii) that if Lessee's activities on the Site or the Leased Premises result in the need to restore or replace any grass areas, such areas shall be sodded, rather than seeded, and (iv) that it shall be responsible for the full and timely payment of any costs incurred in connection with the repairs described in clauses (i) through (iii) of this sentence. Upon expiration of all applicable notice and cure provisions provided in the Lease, City shall have the right, but not the obligation, to make, or cause to be made, any repairs to the Site or the Leased Premises which

Lessee has failed to make pursuant to the terms of the Lease, and Lessee shall, immediately upon demand therefor, reimburse City for the costs incurred in connection with such repairs.

16. This Rider shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia, and may be executed in counterparts, all of which when taken together shall constitute one original. In the event of any conflict between this Rider and the Lease, the terms of this Rider shall control.

[SIGNATURES ON FOLLOWING PAGE]

DRAFT

SIGNATURE PAGE OF LEASE RIDER

LESSOR:

MILESTONE COMMUNICATIONS
MANAGEMENT III, INC., a Delaware corporation

By: _____

LESSEE:

By: _____

City Notice Address:
City of Manassas
8500 Public Works Drive
Manassas, VA 20110
Attn: James M. Falls, Purchasing Manager

EXHIBIT E

[RESERVED]

EXHIBIT F

Memorandum of Lease
MEMORANDUM OF LEASE

THIS MEMORANDUM OF LEASE is entered into as of the ____ day of _____, 20__, by and between Milestone Communications Management III, Inc., a Delaware corporation ("Lessee"), and the City of Manassas, A Municipal Corporation of the Commonwealth of Virginia hereinafter ("Lessor").

RECITALS:

A. Lessor and Lessee are parties to a Site Lease Agreement, dated _____, 20__ (the "Lease"), pursuant to which Lessor has leased to Lessee certain real property in Manassas, Virginia described in Exhibit "A" attached hereto.

B. Lessor and Lessee wish to enter into this Memorandum of Lease.

NOW, THEREFORE, in consideration of the premises, the sum of Five Dollars (\$5.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Lessor and Lessee hereby agree as follows:

1. The name of the lessor under the Lease is City of Manassas.
2. The name of the lessee under the Lease is Milestone Communications Management III, Inc..
3. The address of Lessor, as stated in the Lease, is City of Manassas, 8500 Public Works Drive, Manassas, VA 20110, Attn: James M. Falls, Purchasing Manager. The address of Lessee, as stated in the Lease, is Milestone Communications, 12110 Sunset Hills Road, Suite 100, Reston, VA 20190.
4. The leased premises, as described in the Lease, consists of a portion of the property owned by the Lessor located at _____, Virginia _____, and known as _____ and as more particularly described on the attached Exhibit A.
5. The term of the Lease is five (5) years. The date of commencement of the term of the Lease was _____, 20__, and the date of termination of the term of the Lease is five (5) years thereafter, subject to any applicable renewal period.
6. Provided Lessee is not in default under the Lease beyond any applicable cure period, Lessee may renew the Lease for five (5) five-year renewal periods, to commence at the end of the initial term of the Lease. Accordingly, the latest date to which the term of the Lease may be extended is _____.

(Signatures continue on the following 2 pages)

IN WITNESS WHEREOF, the undersigned LESSEE has duly executed this Memorandum of Lease under seal as of the first date stated above.

ATTEST:

**MILESTONE COMMUNICATIONS
MANAGEMENT III, INC.**, a Delaware
corporation doing business as Milestone
Communications

By: _____

Name: Leonard Forkas, Jr.
Title: President

STATE OF _____)

COUNTY OF _____)

TO WIT:

I hereby certify that on this ____ day of _____, 20__, before me, a Notary Public for the state and county aforesaid, personally appeared Leonard Forkas, Jr., known to me or satisfactorily proven to be the person whose name is subscribed to the foregoing instrument, and acknowledged that he executed the foregoing instrument, acting in his capacity as _____ of MILESTONE COMMUNICATIONS MANAGEMENT III, INC. for the purposes therein set forth.

Notary Public

My Commission Expires: _____

IN WITNESS WHEREOF, the undersigned LESSOR has duly executed this Memorandum of Lease under seal as of the first date stated above.

CITY OF MANASSAS

By: _____
Name: Harry J. Parrish, II
Its: Mayor
Date: _____

STATE OF _____)
COUNTY OF _____)

TO WIT:

I hereby certify that on this ____ day of _____, 20__, before me, a Notary Public for the state and county aforesaid, personally appeared _____, known to me or satisfactorily proven to be the person whose name is subscribed to the foregoing instrument, and acknowledged that he executed the foregoing instrument, acting in his capacity as _____ of the City of Manassas, for the purposes therein set forth.

Notary Public

My Commission Expires: _____

**Exhibit A to
Memorandum of Lease**

(Legal Description)

539988 v2/RE
V:\Company\City of Manassas\Purchasing\Milestone tower marketing\Real Property Lease
Agreement, attachment to Master Marketing Agreement with Milestone--clean.docx
Last Saved 3/11/2013 10:42 AM

AGENDA STATEMENT

PAGE NO. 73

ITEM NO. 5

MEETING DATE: March 13, 2013 – Finance Committee

TIME ESTIMATE: 20 Minutes

AGENDA ITEM TITLE: Resolution 2013-47-R Amending the FY 2013 Budget by Budgeting and Appropriating \$1,800,000 of Capital Reserve Funds for the 800Mhz Public Safety Radio System

**DATE THIS ITEM WAS
LAST CONSIDERED
BY COUNCIL:**

December 12, 2012 – Finance Committee (Non-Public Safety Radio System)
June 18, 2012 – City Council (\$1,996,376 for Radio Replacement)

**SUMMARY OF
ISSUE/TOPIC:**

The City of Manassas and the City of Manassas Park have made a decision to purchase a new jointly-owned 800Mhz Public Safety Radio System to replace the current jointly-owned system. The current system has reached the end of its useful life and must be replaced as it is no longer supported for repairs by Motorola.

This resolution will budget and appropriate \$1,800,000 of Capital Reserve Funds in the General Capital Projects Fund.

**STAFF
RECOMMENDATION:**

Approve Resolution 2013-47-R

**BOARD/COMMISSION/
COMMITTEE:**

RECOMMENDATION: ☐ Approve ☐ Disapprove ☐ Reviewed ☐ See Comments

CITY MANAGER: ☐ Approve ☐ Disapprove ☐ Reviewed ☐ See Comments

COMMENTS:

**DISCUSSION
(IF NECESSARY):**

**BUDGET/FISCAL
IMPACT:**

\$1,800,000 - Capital Reserve Funds

STAFF:

Michael Moon, Director Public Works & Utilities, (703) 257-8226
Paul Hood, Electronic Systems Manager, (703) 257-8461

RESOLUTION 2013-47-R

Adopted:

BE IT RESOLVED by the Council of the City of Manassas meeting in regular session this day of 25th day of March, 2013, that the following funds be budgeted and appropriated as shown.

<u>ACCOUNT NO.</u>		<u>AMOUNT</u>
GENERAL FUND		
<u>Revenue:</u>		
100-0000-346-01-01	Capital Reserve Funds	\$ 1,800,000
<u>Expenditure:</u>		
100-9600-491-92-31	Transfer to General Capital Projects Fund	\$ 1,800,000
GENERAL CAPITAL PROJECTS FUND		
<u>Revenue:</u>		
310-0000-345-10-00	CP3687 Transfer from General Fund	\$ 1,800,000
<u>Expenditure:</u>		
310-3687-505-39-00	CP3687 Radio Replacement Project	\$ 1,800,000

For: Radio System Replacement Project

This resolution shall take effect upon its passage.

Harry J. Parrish II MAYOR
On Behalf of the City Council
of Manassas, Virginia

ATTEST:

Andrea P. Madden City Clerk

City of Manassas
Capital Reserve Fund
FY 2013

Date	Action	Description	Amount	Balance
7/1/2009		Balance	\$ -	
9/14/2009	2010-23-R	Close capital projects	920,136	
10/26/2009	2010-46-R	Close capital projects	1,149,412	2,069,548
		Reallocate Transportation Projects		
12/21/2009	2010-65-R	Funding	2,100,000	4,169,548
12/21/2009	2010-65-R	DMV Land Purchase	(2,100,000)	2,069,548
1/25/2010	2010-66-R	GIS Implementation Plan Phase I	(73,795)	1,995,753
4/12/2010	2010-83-R	Brinkley Lane Traffic Signal	(30,000)	1,965,753
4/26/2010	2010-86-R	City Hall Generator Relocation	(24,800)	1,940,953
4/26/2010	2010-90-R	Bike Trails	(51,651)	1,889,302
6/30/2010		Fund Balance in excess of 13%	1,450,761	3,340,063
7/1/2010	2011-08-R	Community Development Software	(192,000)	3,148,063
		Additional 2007 UASI Grant Funds for		
9/13/2010	2011-26-R	Computer Aided Dispatch & Livescan	100,021	3,248,084
2/28/2011	2011-73-R	Sesquicentennial	(409,800)	2,838,284
3/28/2011	2011-86-R	911 Calling System	(367,000)	2,471,284
6/30/2011		Fund Balance in excess of 13%	2,244,828	4,716,112
7/1/2011	2012-01-R	Byrd Park Restrooms (R-23)	(240,000)	4,476,112
7/1/2011	2012-01-R	Stonewall Park Restrooms (R-29)	(260,000)	4,216,112
7/1/2011	2012-01-R	Park Maintenance & Improvements (R-	(74,000)	4,142,112
7/1/2011	2012-01-R	Tennis Court Improvements (R-32)	(150,000)	3,992,112
7/1/2011	2012-01-R	Calvary Run Parking Lot (R-33)	(50,000)	3,942,112
7/1/2011	2012-04-R	Close Capital Projects	216,948	4,159,060
12/12/2011	2012-40-R	Centerville Road and Route 28	234,076	4,393,136
12/12/2011	2012-45-R	Close Capital Projects	36,806	4,429,942
12/12/2011	2012-45-R	Close Capital Projects	1,458	4,431,400
12/12/2011	2012-48-R	Close Capital Projects	268,881	4,700,281
4/9/2012	2012-71-R	PWH Pond Design	(120,000)	4,580,281
6/18/2012	2012-84-R	Radio Replacement	(1,635,000)	2,945,281
6/30/2012	2012-92-R	Close Capital Projects	94,774	3,040,055
6/30/2012	2012-94-R	Close Capital Projects	121,503	3,161,558
6/30/2012	2012-94-R	Close Capital Projects	327,114	3,488,672
6/30/2012	2012-94-R	Close Capital Projects	105,518	3,594,190
6/30/2012		Fund Balance in excess of 13%	735,700	4,329,890
7/1/2012	2013-01-R	Roof Replacements (G-10)	(405,000)	3,924,890
7/1/2012	2013-01-R	31)	(51,000)	3,873,890
7/1/2012	2013-01-R	Public Safety Facility Study (G-15)	(95,000)	3,778,890
7/1/2012	2013-01-R	School Playground Equipment (R-7)	(30,000)	3,748,890
7/3/2012	2013-01-R	Dean Park Master Plan (R-17)	(75,000)	3,673,890
11/19/2012	2013-28-R	Portner/Battle/Main Storm Sewer Design	(60,000)	3,613,890
2/11/2013	2013-42-R	Dean Park Master Plan (R-17)	75,000	3,688,890
3/11/2013	2013-43-R	Interest on 2010 D Bond Proceeds	26,259	3,715,149
3/25/2013	2013-47-R	Radio Replacement	(1,800,000)	1,915,149

AGENDA STATEMENT

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ITEM NO. 4

MEETING DATE: December 12, 2012 – Finance Committee

TIME ESTIMATE: 20 Minutes

AGENDA ITEM TITLE: Approval of a Non-Public Safety Radio System for the City to be Purchased from Funds Previously Budgeted and Appropriated for Radios

DATE THIS ITEM WAS LAST CONSIDERED BY COUNCIL: June 18, 2012 – City Council (Approve Resolution 2012-84-R - Budget and Appropriate \$1,996,376 for Radio Replacement)

SUMMARY OF ISSUE/TOPIC: On June 18, 2012, City Council approved Resolution 2012-84-R to budget and appropriate \$1,996,376 for radio replacement. The radios that were proposed on June 18th all met the criteria for Public Safety (P25 System). At the time, Staff also reported that the radio system purchase would be brought back to Council at a future date. Staff has since found a system that does not meet the criteria for public safety, but could be used for the City's non-public safety radios (Public Works, Utilities). The cost of the radios is significantly cheaper than the P25 radios. Staff is requesting approval to purchase this non-public safety system. The funds originally budgeted for general use radios exceeds the amount needed for the secondary system and radios.

Staff will also provide an update on the P25 public safety radio system procurement.

STAFF RECOMMENDATION: Approve a Non-Public Safety Radio System for the City to be Purchased from Funds Previously Budgeted and Appropriated for Radios

BOARD/COMMISSION/COMMITTEE:

RECOMMENDATION: ☐ Approve ☐ Disapprove ☐ Reviewed ☐ See Comments

CITY MANAGER: ☐ Approve ☐ Disapprove ☐ Reviewed ☐ See Comments

COMMENTS:

DISCUSSION (IF NECESSARY):

BUDGET/FISCAL IMPACT:

\$372,148 City - Radio Savings
\$200,000 Future System Savings (Consoles at Public Works)
\$572,148 Total Approximate Savings

STAFF: Paul Hood, Electronic Systems Supervisor, (703) 257-8461
Michael Moon, Director Public Works & Utilities (703) 257-8226

AGENDA STATEMENTPAGE NO. 13ITEM NO. 4

MEETING DATE: June 18, 2012

TIME ESTIMATE: Consent

AGENDA ITEM TITLE: Resolution 2012-84-R Amending the FY 2012 Budget by Budgeting and Appropriating \$1,996,376 for Radio Replacement

DATE THIS ITEM WAS
LAST CONSIDERED
BY COUNCIL: Discussed During FY 2013 Budget Work Sessions
June 6, 2012 – Finance Committee

**SUMMARY OF
ISSUE/TOPIC:** The City Police and Fire Rescue Departments interoperate on systems throughout the National Capitol Region. Fairfax and Prince William Counties are two specific systems that are interoperated with the most and are switching to P25 Systems. The Fire and Rescue Department operates solely on the Prince William County system which will be converted to P25 in January 2013. The City's radios are not P25 capable and therefore all interoperability would be lost with P25 systems. Additionally, the majority of the City's radios are no longer supported by Motorola due to age and model phase out. These radios cannot be repaired. The City's radio system will also reach its end-of-life and support in 2013. All new systems must be P25 and therefore all radios purchased must also be P25. New P25 radios meet the latest standards for interoperability and compatibility. The City can take advantage of significant discounts (31-34%) negotiated through the Prince William County contract with Motorola if radios are purchased by January 2013.

This resolution will budget an appropriate \$1,996,376 in the General Capital Projects Fund.

**STAFF
RECOMMENDATION:** Approve Resolution 2012-84-R**BOARD/COMMISSION/
COMMITTEE:** June 6, 2012 – Finance Committee (3/0)**RECOMMENDATION:** X Approve Disapprove Reviewed See Comments**CITY MANAGER:**  Approve Disapprove Reviewed See Comments**COMMENTS:****DISCUSSION
(IF NECESSARY):**

**BUDGET/FISCAL
IMPACT:** \$ 66,663 - Sewer Fund
\$ 66,663 - Water Fund
\$ 206,100 - Electric Fund
\$ 21,950 - Airport Fund
\$1,635,000 - Capital Reserve Fund (Police/Fire/Rescue/General Government)
\$1,996,376 Total Radio Replacement

STAFF: Michael Moon, Director Public Works & Utilities, (703) 257-8226
Paul Hood, Electronic Systems Supervisor, (703) 257-8461

RESOLUTION 2012-84-R

Adopted:

BE IT RESOLVED by the Council of the City of Manassas meeting in regular session this 18th day of June 2012, that the following funds be budgeted and appropriated as shown.

<u>ACCOUNT NO.</u>		<u>AMOUNT</u>
SEWER FUND		
<u>Revenue:</u>		
520-0000-346-04-00	Sewer Fund Retained Earnings	\$ 66,663
<u>Expenditure:</u>		
520-3599-501-92-31	Transfer to General Capital Projects Fund	\$ 66,663
WATER FUND		
<u>Revenue:</u>		
530-0000-346-04-00	Water Fund Retained Earnings	\$ 66,663
<u>Expenditure:</u>		
530-3599-501-92-31	Transfer to General Capital Projects Fund	\$ 66,663
ELECTRIC FUND		
<u>Revenue:</u>		
540-0000-346-04-00	Electric Fund Retained Earnings	\$ 206,100
<u>Expenditure:</u>		
540-3599-501-92-31	Transfer to General Capital Projects Fund	\$ 206,100
AIRPORT FUND		
<u>Revenue:</u>		
570-0000-346-04-00	Airport Fund Retained Earnings	\$ 21,950
<u>Expenditure:</u>		
570-3701-501-92-31	Transfer to General Capital Projects Fund	\$ 21,950
GENERAL FUND		
<u>Revenue:</u>		
100-0000-346-01-01	Capital Reserve Funds	\$ 1,635,000
<u>Expenditure:</u>		
100-9600-491-92-31	Transfer to General Capital Projects Fund	\$ 1,635,000
GENERAL CAPITAL PROJECTS FUND		
<u>Revenue:</u>		
310-0000-345-52-00	CP3687 Transfer from Sewer Fund	\$ 66,663
310-0000-345-53-00	CP3687 Transfer from Water Fund	\$ 66,663
310-0000-345-54-00	CP3687 Transfer from Electric Fund	\$ 206,100
310-0000-345-57-00	CP3687 Transfer from Airport Fund	\$ 21,950
310-0000-345-10-00	CP3687 Transfer from General Fund	\$ 1,635,000
Total Revenue		\$ 1,996,376

Expenditure:

310-3687-505-39-00 CP3687 Radio Replacement Project \$ 1,996,376

For: Radio Replacement Project

This resolution shall take effect upon its passage.

Harry J. Parrish II MAYOR
On Behalf of the City Council
of Manassas, Virginia

ATTEST:

Andrea P. Madden City Clerk