AGENDA
EMERGENCY COMMUNICATIONS CENTER MANAGEMENT BOARD
AUGUST 2, 2019
9:00 A.M.
EMERGENCY COMMUNICATIONS CENTER
2306 Ivy Road
Conference Room
2nd Floor

***SPECIAL MEETING***

1) Call to Order
2) Consent Agenda
3) Tyler/NWS Maintenance and Support payments – Gerald Smith
4) Review of land lease between ECC Board and UVA – Gloria Graham
5) Review of sewer, electric, and telecom projects – Gloria Graham
6) Review of construction project to provide space for University Police – Gloria Graham
7) Appointment of committee to review and revise the original agreement and by-laws – Gloria Graham
8) Appointment of committee to review and revise calculation of the calls for service – Gloria Graham
9) Discussion of automatic CAD notification capabilities and how agencies can sign up for them – Gloria Graham
10) Adjourn

CONSENT AGENDA

For Approval:

2.1 Memorandum to ECC Management Board, from Gabe Elias, ref: Norfolk Southern Lease

cc: Media Distribution
SITE LICENSE AGREEMENT

This Site License Agreement ("Agreement") is entered into this __________ day of __________, 2019 ("Effective Date"), by and between NORFOLK SOUTHERN RAILWAY COMPANY, a Virginia corporation ("Licensor"), whose address is Three Commercial Place, Norfolk, VA 23510, either on Licensor's own behalf or on behalf of and as agent for the companies listed on Exhibit D, and Emergency Communications Center, a political subdivision of the Commonwealth of Virginia ("Licensee"), whose address is 2306 Ivy Road, Charlottesville, VA 22903.

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Premises.

   (a) Licensor currently leases, licenses, owns, or controls a parcel of land ("Land") and owns and operates a telecommunications tower ("Tower") located thereon and having a physical location of 38.032418 North, -78.491712 West, in Charlottesville, County of Albemarle, State of Virginia, commonly known as Charlottesville, VA Microwave Tower (the Tower and Land are, collectively, the "Site"). The Land is more particularly described in Exhibit A attached hereto and incorporated herein. Licensor, insofar as its right, title and interest enable it to do so and without warranty, hereby licenses to Licensee, and Licensee licenses from Licensor, approximately three hundred thirty-two (332) square feet of the Land and space on the Tower at multi-foot levels (antennas mounted on the tower with a center of radiation at approximately 195, 155', 88" and 85' feet above grade) (collectively, the "Premises") and grants Licensee the right to install utility cables, conduits, and pipes from the existing utility termination point on the Premises; said Premises and right-of-way for access being substantially as described in Exhibit B2 annexed hereto. Notwithstanding the foregoing, Licensor grants Licensee the non-exclusive right to use the Land to access the Premises and to install, maintain, and repair utilities serving the Premises and improvements thereon.

   (b) Licensor reserves unto itself and its permittees the permanent right to maintain, operate, renew, or reconstruct upon, under, or over the Premises any existing pipe, electric transmission, telephone, telegraph, and signal facility, or any other facilities of like character. Licensee agrees that its occupation and use of the Premises is subject to any or all such rights and uses and to such rights as the owners or users thereof may have to use any road or highway, or portion thereof, that may be located upon or that may traverse the Premises, and to any encroachments or permits (whether or not of record) concerning the Premises and to any leases or licenses in possession concerning the Premises.

   (c) Licensee has visited and inspected the Premises, accepts the physical condition thereof, and acknowledges that no representations or warranties have been made to Licensee by either Licensor or its managing agent as to either the condition of the Premises or the Premises' suitability for Licensee's use. Licensee is responsible for determining all aspects as to the acceptability, accuracy, and adequacy of the Premises for Licensee's use.

2. Use.

   (a) Licensor, for the term set forth herein and subject to the terms and conditions of this Agreement, hereby grants to Licensee, insofar as its right, title and interest enable it to do so and without warranty, a license to use the Premises for (i) the transmission and reception of communication signals pursuant to all rules and regulations of the Federal Communications Commission ("FCC"); (ii) the construction, alteration, maintenance, operation, and repair of antennas, communications equipment, transmission lines and facilities, and improvements related thereto as defined in Section 1 above and other improvements relating thereto (collectively, the "Facilities") (all as more fully set forth on Exhibit B1 and Exhibit B2); and (iii) activities related to any of the foregoing, provided such activities do not require an expansion of the Premises. Should Licensee desire to make any changes to the Facilities that would require an enlargement of the Premises or affect loading on the Tower, then Licensee must receive Licensor's prior written approval. In addition, such installations, upgrades, or changes shall be subject to all governmental approvals and all requirements herein.

   (b) Licensor will provide to Licensee reasonable written notice when Licensor knows of conditions that make reasonably likely the interruption of service or an optional termination of this Agreement.

3. Term.

The term of this Agreement shall begin on the earlier of (i) the date when Licensee commences the installation of the Facilities on the Tower or (ii) sixty (60) days from the Effective Date (in either case, the "Commencement Date"), and terminate on the fifth (5th) anniversary of the Commencement Date ("Initial Term") unless otherwise terminated as provided in this Agreement. Thereafter, Licensee
shall have the right to extend the term of this Agreement for four (4) successive five (5) year periods (each, a “Renewal Term”) on the same terms and conditions as set forth herein. This Agreement shall automatically be extended for such successive Renewal Terms unless Licensee notifies Licensor of its intention not to renew this Agreement at least one hundred and twenty (120) days prior to the commencement of the succeeding Renewal Term. For the purposes of this Agreement, “Term” shall mean the Initial Term plus any applicable Renewal Term(s), as the context requires.

4. Conditions Precedent and Rights Prior to Commencement Date.

(a) Notwithstanding anything to the contrary herein, the Commencement Date may only be delayed if requested in writing by Licensee and agreed upon in writing by Licensor until Licensee has diligently applied, pursued, and obtained all governmental licenses, permits, and approvals required of Licensee for its use of the Premises, including without limitation applications for zoning variances, administrative permits, or special use permits (collectively referred to as “Governmental Approvals”). Licensee shall have the right, without obligation to do so, to appeal any denial by a governmental agency, and the contingency date for obtaining Governmental Approvals shall be extended until such time as a final decision is rendered and is not the subject of any further appeal made or defended by Licensee. Upon request, Licensee shall provide to Licensor a complete copy of each license, permit, and approval obtained, and, notwithstanding the foregoing, Licensee shall without the requirement for a request and prior to the commencement of this Agreement, provide to Licensor a complete copy of all FCC and/or similar licenses related to Licensee’s use of the Licensor Premises. Licensee agrees to provide Licensor with all subsequent updates of FCC and/or similar licenses related to Licensee’s use of the Licensor Premises. Notwithstanding anything to the contrary herein, if the approval process is not completed prior to ninety (90) days after the Effective Date of this Agreement, Licensee must commence payment of the License Fee to hold Licensee’s Premises. Licensor agrees to make reasonable efforts to cooperate with Licensee and join in any application for Governmental Approvals, provided, however, that Licensee shall reimburse Licensor for any of Licensor’s reasonable out-of-pocket costs associated with those reasonable efforts within thirty (30) days of Licensee’s receipt of an itemized statement of such costs together with all supporting documentation.

(b) Prior to the Commencement Date, Licensee obtained a current survey and a structural tower analysis. Licensee represents that any defects shown by the survey or the structural analysis do not adversely affect Licensee’s intended use of the Site.

(c) The parties acknowledge and agree that Licensee and Licensor shall be relieved any of their respective obligations to perform under this Agreement if the conditions set forth in Section 4(a) above are not satisfied in a timely manner.

5. License Fee.

(a) Licensee shall pay to Licensor an annual license fee in the amount of Forty Thousand Dollars ($40,000.00) (“License Fee”), payable on the Commencement Date and on each anniversary date of the Commencement Date. The License Fee for any partial year during the Term shall be pro-rated based on the number of months of the Term in said year, as applicable; and Licensor shall have the duty to reimburse any pre-paid License Fee, which duty shall survive termination of this Agreement. The License Fee shall be increased by Four (4%) percent on each annual anniversary of the Commencement Date. The License Fee shall be mailed (or sent via electronic methods as agreed to by the parties in writing) to the following address:

NS Payments:
Mail Code 5629
P.O. BOX 71209
Charlotte, NC 28272-1209
Ref. Site ID: ______________________

(b) If the License Fee is not paid in accordance with the terms hereof, Licensee will pay interest on the past due amounts at the lower of (i) the rate of one and one-half percent (1.5%) per month, or (ii) the maximum, non-usurious interest rate permitted by applicable law.

(c) Licensor and Licensee agree that the Tower will require tower modifications in order to accommodate Licensee’s Tower Facilities listed on Exhibit B-1. Licensor and Licensee further agree that the costs of said tower modifications will be One Hundred Thirty-Four Thousand Dollars ($134,000.00) per the Proposal prepared by Vertical Structures, Inc. dated July 26, 2018. Licensee will be responsible for having the required tower modifications performed and for paying said costs prior to installation of its approved Equipment. Licensee agrees that the modifications work shall be performed using a Licensor approved vendor. Licensee agrees that any structural modifications made to the Tower shall remain with the Tower and become the property of Licensor.
6. **Tests and Construction.**

   (a) Upon prior notice to Licensor, Licensee shall have the right at any time following the Effective Date to enter upon the Land for the purpose of (i) making necessary engineering surveys, inspections, soil tests, borings, or other reasonably necessary tests and (ii) constructing the Facilities. Such tests and construction shall be at Licensee’s sole cost and expense. This provision is limited in that no well or augers shall be used and no destructive testing is permitted hereby; destructive testing is defined, without limitation, to include drilling, grinding, filing (i.e., the removal of metal using a file), bending (i.e., bending of metal), or deforming (i.e., deformation of metal with a hammer, hardness tester, or other instrument). Licensee, at Licensee’s expense and regardless of whether this Agreement is terminated, shall provide Licensor with one copy of all reports and studies prepared pursuant to this Section. None of such tests or explorations shall damage the Tower or interfere in any way with Licensor’s use of the Land, shall be at Licensee’s risk, and Licensee shall restore the Land to its former condition following such tests. Upon Licensee’s request, Licensor agrees to provide promptly to Licensee copies of all plans, specifications, surveys, and tower maps for the Land or Tower readily available to Licensor and not covered by any existing confidentiality obligation (“Collocation Package”). Licensee shall coordinate entries upon the Land with Licensor’s Information Technology Department and shall be subject to rescheduling, at no expense to Licensor, if the needs of Licensor require the same. In no event shall any entry upon the Land be closer than twenty-five (25) feet to any railroad track, nor shall any railroad tracks be crossed except at a public crossing. Licensor shall have the right to terminate immediately a particular entry under this Section if, in the sole judgment of Licensor, the need for such termination exists, but Licensor will reasonably work with Licensee to schedule a new time for such entry.

   (b) Prior to the installation of the Facilities on the Tower, Licensee shall obtain and pay for any and all costs associated with an appropriate tower analysis that will be performed, without expense to Licensor, by an engineering firm designated by Licensor. Such analysis must be performed prior to the commencement of any activity pursuant to Section 7. The wind-loading specifications for the tower analysis will be the same as the original design, including future antennas, or the minimum wind-loading required by the TIA/EIA (Telecommunications Industry Association/Electronic Industries Association) Structural Standards for Steel Antenna Towers and Antenna Supporting Structures Revision TIA/EIA-222-G or more current version of those standards, whichever is greater. Before doing any work at or on the Tower or placing the Facilities thereon, all designs must be approved by the firm that did the tower analysis, and Licensee shall provide or cause to be provided copies of all approvals and drawings to Licensor’s Information Technology Department. All schedules must be approved by Licensor’s Information Technology Department prior to the commencement of work. Tower members will be manufactured using high quality steel. All hardware must meet ASTM A307, ASTM A325, or ASTM A449, or such other standards as Licensor’s Information Technology Department shall hereafter direct in writing. Only hot-dipped galvanized or stainless steel fabricated to fit will be used. Under no circumstances will tower members be measured and cut to fit on site. Any areas that had their galvanized steel coating removed during installation must be sprayed with an approved cold galvanizing spray.

   (c) Prior to the initial installation of, or any material modification to, the Facilities, Licensee shall request a Notice to Proceed (“NTP”) from Licensor and with such request shall submit its construction and installation plans and list of contractors and subcontractors to Licensor in writing, and Licensor shall, in its sole discretion, approve or not approve such plans and lists and issue the NTP, which approval shall not be unreasonably withheld, delayed, or conditioned. Licensee shall not alter any plans approved by Licensor without following the procedures set forth above, nor shall Licensee proceed with installation or modifications in advance of receipt of the written NTP. Licensee shall be responsible for grounding all external and internal wiring and cabling installed by Licensee.

   (d) Licensor represents that all operations conducted by Licensor in connection with the Site (including the tower lighting systems) meet with all applicable rules and regulations of the Federal Communications Commission and the Federal Aviation Administration and all applicable codes and regulations of the county and state in which the Site is located. Licensor shall maintain the tower lighting systems, tower antenna, transmission lines, and, if applicable, communications building in proper operating and safe condition and shall comply with all notice requirements of the Federal Aviation Administration regarding the failure, malfunction, or repairs of the tower lighting systems. The cost of painting and repairing Licensor’s Tower shall be borne by Licensor unless the damage to the Tower is caused by Licensee, in which case Licensor shall repair such damage and Licensee will reimburse Licensor for all actual costs and expenses incurred by Licensor in connection with such repair. Licensee understands that the placement of the Facilities on the Premises is subject to Licensor’s right at any time to enter the Land and Tower for any lawful purpose.

7. **Facilities; Utilities; Access, Construction, and Installation.**

   (a) Licensee, at its sole cost and expense, has the right to erect, maintain, and operate on the Premises wireless, radio, and related communication facilities, including transmission lines and utility lines; an air conditioned equipment shelter or cabinets; electronic equipment; radio transmitting and receiving antennas; and supporting structures as set forth in Section 2 and more fully
described in Exhibit B1. All construction and installation work shall be performed in a good and workmanlike manner. Licensee shall hold title to the Facilities, and the Facilities shall remain Licensee's personal property and are not fixtures. If the Tower is painted as required to be in compliance with codes and regulations, Licensee as part of its installation shall paint to match as nearly as possible the color of any antennas and transmission lines to the color of the Tower as required for compliance at Licensee’s sole cost and expense. In the event any Tower modifications are required, regardless of type, such modifications are to be performed by Licensor at Licensee’s sole, reasonable cost and expense and, upon completion, shall be considered a fixture and part of the Tower and therefore shall become Licensor’s property.

(b) Prior to the initial installation of the Facilities or any subsequent installations or alterations, Licensee shall submit detailed engineering plans and specifications of the planned installation to Licensor for Licensor’s written approval, which approval will not be unreasonably withheld, delayed or conditioned. Licensor’s approval of any installation is not a representation that such installation is in compliance with applicable laws, ordinances, rules, and regulations or that it will not cause interference with other communications operations on the Site. In addition, Licensee may, at its sole cost and expense, make such improvements (including adding or replacing equipment cabinets) within the Premises as it deems necessary from time to time for the operation of the Facilities; provided, however, that Licensee shall comply with all required plan approvals as set forth in this Section as well as any other installation requirements set forth herein and that such improvements may not exceed the number, weight, or dimensions of antennas; diameter of transmission lines; nor the boundaries of the Premises as described herein. Licensee will have the entire responsibility for the initial equipment installation on the Tower, as well as any maintenance, repair, alteration, addition, and replacement. All such work shall be done at Licensee’s expense. Licensee understands that the Tower is a part of Licensor’s own communications network and is vitally important to Licensor’s operations, which necessitates that only qualified contractors be given access to Licensor’s tower properties. Therefore, Licensee agrees that for Licensee’s own maintenance work done under this Agreement, Licensee will only use such contractor or contractors as (i) are on a list maintained by Licensor’s Information Technology Department or (ii) are otherwise approved in writing by Licensor, and Licensee will not use Licensee’s own employees unless such use has been approved in writing by Licensor. Licensor reserves the right to revise the list of approved contractors or employees at any time and for any reason, including removing a contractor or employee as an approved contractor or employee, and Licensee will make no claim for such removal, including without limitation any claims that might be made by such employees or such contractor.

(c) Licensor shall have no obligation to furnish to Licensee any public utility for use by Licensee in Licensee’s occupation and use of the Site, and Licensee shall draw electricity by separate utility service from any utility company that will provide service to the Site. Any license or easement necessary for such power or other utilities will be at a location acceptable to Licensor, Licensee, and the servicing utility company and will be in accordance with the requirements of Licensor including, without limitation, separate agreements with Licensor; provided, however, Licensor agrees to cooperate reasonably with Licensee in obtaining such utilities. All costs and expenses of obtaining and maintaining utilities shall be borne by Licensee.

(d) Licensee shall have the right, at its sole cost and expense, to install a temporary emergency generator within the Land provided sufficient space is available, and it must be removed within five (5) days after the emergency need ceases, unless otherwise mutually agreed and approved by Licensor. Licensee covenants that any such installation and use shall be in compliance with any applicable federal, state, or local environmental, health, fire, community awareness, or safety laws or other applicable laws or regulations now or hereafter enacted or promulgated by any governmental authority or court ruling having jurisdiction over the Site including, without limitation, any applicable guidelines promulgated by the Environmental Protection Agency.

(e) Licensee and Licensee’s employees, agents, and subcontractors may enter on or across the Land twenty-four (24) hours a day, seven (7) days a week, at no charge, to obtain entry into the Premises for the purpose of constructing, installing, operating, maintaining, and repairing those parts of the Facilities as are ground-based; provided, however, that Licensee will notify Licensor at least ten (10) business days prior to commencing Licensee’s initial installation. Such access shall be as shown on Exhibit B2, and Licensor’s obligation to provide such access shall be deemed satisfied by the provision to Licensee of a key to the fenced area surrounding the Tower and access road gate. Licensee shall not, without prior notice to and approval from Licensor, perform or arrange to be performed the initial or any subsequent installation, modification, maintenance or repair of the Facilities on the Tower. In the case of an emergency occurring after normal business hours, that requires maintenance or repair of the Facilities, Licensee shall notify Licensor’s control center by telephone at 404.529.1244 prior to commencing any such repairs or maintenance.

(f) Licensee will, while in possession hereunder, comply, and cause its agents and employees to comply, with all such reasonable rules and regulations as may be prescribed by Licensor in the interest of safety, fire prevention, and compliance with insurance contracts and policies. Any employee or contractor of Licensee on the Site shall wear a hard hat, safety glasses, and leather work boots with a defined heel. Licensee’s tower climbing crews shall be ComTrain certified or equivalent and adhere to OSHA criteria for accepted practices in tower climbing and fall protection safety.
In the event Licensee contemplates any construction or installation activities that involve soil disturbance, Licensee agrees to take any and all necessary precautions to protect its workers and those of its contractors and agents and agrees to comply with all applicable federal, state, and local laws or regulations pertaining to the disturbance of any contaminated media, if any. In particular, Licensee will remove, handle, stockpile, and appropriately test, arrange for disposal, and dispose of any soil or groundwater removed during any construction activities related to this Agreement if such soil or groundwater is suspected or known to have contamination. Licensor assumes no responsibility for any such material and shall not be a signatory on any waste manifests, bills of lading, or other documentation concerning this material. Licensor advises Licensee that no contaminated media may be replaced back into the ground on Licensor’s property once removed, although uncontaminated soil may be reused for grading purposes.

Upon completion of Licensee’s installation, Licensee shall at Licensee’s expense commission Licensor’s designated construction inspection vendor to perform a post installation inspection of the Licensee’s Facilities. Licensee shall provide the resulting inspection report, as-built construction drawings, and a photo log of the Facilities constructed to Licensor as a construction close out package. Licensee’s deviation from the entitlements provided herein or from other Licensor approved construction documents shall be corrected by Licensee at Licensee’s expense.


(a) Licensee agrees to have installed communications equipment of the type and frequency that will not cause measurable “Interference” (as that term is defined in Section 8(g) hereof) whatsoever to Licensor, to other third parties that have installations that predate Licensee’s own installation at the Premises, or to third parties that have later installations if the Interference is caused by a malfunction of the Facilities. Licensee agrees that it must conduct an “on-air” test of Licensee’s equipment in cooperation with any pre-existing third party users and with Licensor after the Facilities have been installed on the Tower to determine whether such Interference affects third party and Licensor equipment before Licensee may commence operations of the Facilities. The Facilities will utilize the frequencies set forth on Exhibit B1. Licensee further agrees that it will not install a VHF transmitting antenna within 1.5 MHz of any channel assigned to Licensor within a radius of three miles of the Site.

(b) Licensor may hereafter enter into other tower use agreements with third parties that grant to such third parties use of other portions of the Tower; provided, however, that such subsequent access (including without limitation any installation, alteration, addition, maintenance, operation, inspection or removal of any equipment) by the third party shall not cause interference with Licensee. Licensee agrees that hereafter its licenses with subsequent third parties (“STP”) for use of Tower space will provide that the STP must conduct an “on-air” test of the STP’s equipment in cooperation with Licensee and Licensor after that STP’s equipment is installed on the Tower to determine whether such equipment does affect Licensee’s or Licensor’s equipment before the STP may commence operations of the equipment on the Tower. Licensor further agrees that its licenses with STP will also provide that such STP users will eliminate any Interference caused by the STP’s equipment in accordance with the provisions set forth in this Section 8. Licensee also agrees that it is bound by such procedures in connection with any interference it causes to the equipment of a pre-existing third party or, if due to a malfunction in the equipment of Licensee, to the equipment of an STP except as outlined in Section 8(d) herein.

(c) In the event that Interference is caused to the Facilities by any equipment placed on the Tower after the Facilities were placed on the Tower (and provided that such facilities were properly and lawfully installed, Licensee is not in default, and Licensee has maintained the Facilities), Licensee shall notify Licensor by telephone at 404.529.1006 or sitelaccess@nscorp.com of the nature of the Interference and the identity of the party causing the Interference. Licensee shall also provide written confirmation of this notification in accordance with Section 27(d) of this Agreement, provided, however, that such notification shall be deemed effective on the date when telephone notification is given to Licensor or the date of written notice, whichever is earlier (“Notice Date”). Licensor shall notify the third party user identified by Licensee as the source of the Interference (“Interfering Party”) as soon as reasonably practical (but in no event later than forty-eight (48) hours after the Notice Date) that the Interfering Party must reduce the transmission power of its equipment sufficiently to abate the Interference until the cause of the Interference can be identified and cured, with the abatement by Interfering Party to occur within twenty-four (24) hours after the time of notice by Licensor to Interfering Party (“Warning Notice”). If the Interfering Party has not reduced the transmission power of its equipment sufficiently to abate the Interference within such twenty-four (24) hour period after the Warning Notice, Licensor shall have the right to disconnect the electrical power to the Interfering Party’s equipment at any time thereafter without liability to Licensee or other parties. Thereafter, Licensor agrees that it will not permit operation of the Interfering Party’s equipment to resume until an “on-air” test has been conducted and establishes that no Interference has been caused to any pre-existing equipment of a third party, of Licensee, or of Licensor.

(d) Notwithstanding any other provision of this Agreement to the contrary, any dispute as to whether Interference is being caused, or as to who is causing such Interference, that remains unresolved for longer than twenty-four (24) hours after the Warning Notice has been given to all affected Tower users shall be submitted for investigation to determine responsibility for the
Interference. A consulting communications engineer who is not and has not heretofore been retained or otherwise not been in the employment of Licensor, Licensee, or any other third party user of the Tower shall conduct such investigation. The determination of such consulting communications engineer shall be final and binding on all parties. The consulting communications engineer shall be selected by Licensor, except that if Licensor's equipment may be involved in the dispute, the consulting communications engineer shall be selected by Licensor subject to the reasonable consent of Licensee and any other affected third party user of the Tower. Licensee shall pay for the expenses of the consulting communications engineer, but if the Interference is found to be caused by an STP user of the Tower, the STP shall be required to pay. Licensee hereby agrees to pay if it is found that it is interfering with the use of the Tower by a pre-existing third party user or an STP if due to a malfunction in the Facilities.

(e) Additional or altered equipment installed by Licensee on the Tower facility (if otherwise permitted by this Agreement) shall not interfere with any equipment installed by Licensor or any other third party user with pre-existing equipment on the Tower, and Licensee shall be required to install and use such equipment in accordance with the provisions of this Agreement. Licensee will endeavor in good faith to conduct its activities in accordance with sound electronic and engineering practices and will cooperate with Licensor and other third party users of the Tower to anticipate and attempt to prevent Interference with the Facilities.

(f) As used herein, the term "Interference" shall, as the case may be, mean: (i) the measurable presence of energy from any source due to one or a combination of emissions, radiation, or induction from Licensor's or any third party users' equipment into Licensee's communication system or systems, which may result in a performance degradation to Licensee's communication system or systems, or a misinterpretation or loss of information intended for reception by Licensee's communication system or systems, which otherwise could be received by Licensee's communication system or systems in the absence of such energy; or (ii) the measurable presence of energy from any source due to one or a combination of emissions, radiation, or induction from Licensee's or any other third party users' equipment into Licensor's or other third party user's communication system or systems, which may result in a performance degradation to Licensor's or other third party user's communication system or systems, or a misinterpretation or loss of information intended for reception by Licensee's or other third party user's communication system or systems, which otherwise could be received by Licensee's or other third party user's communication system or systems in the absence of such energy.

(g) Notwithstanding any other provision of this Agreement, the only action Licensee may take against Licensor for a failure to comply with this Section 8 is to send to Licensor the notice by Licensee of Licensee's termination of this Agreement, which notice may be sent no earlier than thirty (30) days after the Notice Date and which shall be effective thirty (30) days after Licensor's receipt of such notice of termination. Licensor shall have no other liability whatsoever for such failure to act. In the absence of any default by Licensee, Licensee shall be entitled to a refund for any unearned license fees.

(h) Notwithstanding any other provision of this Agreement, Licensee agrees that: (i) it will not interfere with any existing or future use by Licensor of the facilities of Licensor or the communication devices of Licensor, including without limitation the Tower or the existing or future communication devices of Licensor on the Tower; (ii) if any Interference (lawful or otherwise) to the facilities of Licensor shall occur due to Licensee, Licensee, at its expense, will take all measures to eliminate the Interference as soon as is reasonably practicable and in any event no longer than twenty-four (24) hours after Licensor orally or by written notice notifies Licensee of the Interference; and (iii) if such Interference occurs, Licensee immediately shall cease using any Facilities that cause such Interference. Licensee understands that its use of the Tower and the Premises is subject to the pre-eminent rights of Licensor to use the Tower and that Licensee's use of the Premises and the Tower is expressly subordinate to any and all uses, both present and future, of the same by Licensor and any parent, subsidiary, or rail affiliate of Licensor. If Licensee does not cure the Interference or it is not possible for Licensee to cure any Interference with Licensor's existing or future facilities, then upon thirty (30) days' notice by Licensee to Licensor, Licensee shall have the right to terminate this Agreement. Licensee agrees that, within twenty-four (24) hours of receiving a Warning Notice, it must reduce the transmission power of its equipment sufficiently to abate the Interference until the cause of the Interference can be identified and cured. Licensee agrees that if it has not reduced the transmission power of its equipment sufficiently to abate the Interference within a twenty-four (24) hour period after the Warning Notice, Licensee shall turn off its equipment and will not resume operation of its equipment until an "on-air" test has been conducted and establishes that no Interference has been caused to any pre-existing equipment of a third party or of Licensor.


Except as provided immediately below, Licensor shall pay all real property taxes it is obligated to pay for the Land. Licensee shall be responsible for the reporting and payment when due of any tax directly related to Licensee's ownership or operation of the Facilities and such reporting and payment shall be made directly to the appropriate tax authorities, as applicable. Licensee shall reimburse Licensor in full for any taxes assessed against Licensor for the leasehold and attributed to Licensee's Facilities within thirty (30) days of Licensor's request for such reimbursement. As a condition of Licensee's obligation to reimburse Licensor for such tax
increases, Licensor shall provide to Licensee the documentation from the taxing authority indicating what portion of any tax assessment is due to Licensee's Facilities.

10. Default.

(a) Either party shall be in default under this Agreement if such party materially breaches any of its representations or warranties contained herein or otherwise fails to perform any material duty or obligations under this Agreement and does not cure or remedy such breach of such representations or warranties or such failure to perform within thirty (30) days after receipt of written notice with respect thereto; provided, however, that, if such breach of any representations or warranties or such failure to perform shall necessitate a longer period to cure than thirty (30) days, then such cure period shall be extended for such time, not to exceed ninety (90) days in the aggregate, as is reasonably necessary to cure such breach of representations or warranties or such failure to perform, as applicable, but only so long as (i) such efforts to cure are commenced within fifteen (15) days after receipt of written notice from the non-defaulting party, and (ii) the defaulting party proceeds diligently and in good faith to effect a cure. Notwithstanding the foregoing, in no event shall the time within which a party may cure a failure in the payment of money exceed a single, ten (10) day period from the date of receipt by the defaulting party of written notice of the existence of the alleged default from the non-defaulting party, without extension, nor shall the time within which a party may cure a failure in the performance of requirements regarding Interference exceed a forty-eight (48) hour period or thirty (30) day period, whichever may be applicable.

(b) In addition to subsection (a) above, Licensee shall be in default under this Agreement if:

(i) Licensee shall become bankrupt, insolvent, file a voluntary petition in bankruptcy, have an involuntary petition in bankruptcy filed against Licensee that cannot be dismissed by said party within sixty (60) days of the date of the filing of the involuntary petition, file for reorganization, arrange for the appointment of a receiver or trustee in bankruptcy or reorganization of all or a substantial portion of said party's assets, or make an assignment for such purposes for the benefit of creditors;

(ii) Any lien imposed on the Site by, through, or under Licensee except as may be expressly authorized by this Agreement, or Licensee or anyone claiming through Licensee attempts to encumber Licensor's interest in the Site and the same shall not be dismissed or otherwise removed within thirty (30) days.

(c) Upon the occurrence of a default, except as otherwise set forth herein, the non-defaulting party may pursue any and all remedies available under applicable law and any one or more of the following remedies (unless restricted solely to one party hereto), separately or concurrently or in any combination, without further notice or demand whatsoever:

(i) The recovery from the defaulting party of all reasonable costs and expenses incurred by the non-defaulting party of any of its duties and obligations accrued under this Agreement prior to the effective date of such termination;

(ii) The recovery from the defaulting party of all damages, excluding attorneys' fees, incurred by the non-defaulting party for the breach by the defaulting party of any of its duties and obligations under this Agreement;

(iii) Licensor may declare to be immediately due and payable, without regard to any early termination of such Term on account of an event of default or other right to terminate this Agreement, a sum equal to (A) all License Fees and other charges, payments, costs, and expenses due from Licensee to Licensor and in arrears at the time of the default, plus (B) the License Fees reserved for the then entire unexpired balance of the term of this Agreement (taken without regard to any early termination of the Term), plus all other charges, payments, costs, and expenses herein agreed to be paid by Licensee up to the end of such Term which shall be capable of precise determination at the time of the default, less any amounts received or that Licensee can prove would have been received by Licensor's reasonable efforts to mitigate damages;

(iv) Licensor may terminate this Agreement and, on the date specified in such termination notice, this Agreement and the Term are hereby demised and all rights of Licensee hereunder shall expire and terminate, Licensee shall thereupon quit and surrender possession of the Premises to Licensor in the condition elsewhere herein required, and Licensee shall remain liable to Licensor during the removal period as herein provided, unless otherwise agreed by the parties hereto;

(v) Licensor may disconnect, remove, and store or dispose of the Facilities at Licensee's sole cost and expense, without being liable for any damage or loss thereto. In the event that Licensor should, as a result of the default in the performance by Licensee of its obligations hereunder, incur any costs or expenses on behalf of Licensee or in connection with
Licensee's obligations hereunder, such sums shall be immediately due to Licensor upon rendering of an invoice to Licensee as an additional fee hereunder.

11. Termination.

(a) Following the Commencement Date and provided that no default exists at the time of issuance of Licensee's written notice, this Agreement may be terminated by Licensee upon thirty (30) days' prior written notice in the event that the Licensee is unable to obtain or maintain, through no fault of its own, any Governmental Approval that is necessary for the operation of the Facilities.

(b) Licensor shall have the right to terminate this Agreement at any time during the term of this Agreement, upon one hundred eighty (180) days' prior written notice to Licensee, if Licensor or its affiliates, but excluding third parties, requires for any railroad purpose the use of the portion of the Tower occupied by Licensee. In such event, Licensee will have the option of relocating the Facilities, at Licensee's expense, within that time period, to a mutually acceptable new location on the Tower to the extent the new location is available and meets Licensee's needs and to the extent the Tower will accommodate the same. If Licensor does relocate the Facilities to a new location on the Tower, Licensor and Licensee will work together in a mutually reasonable way so as to provide for a minimal interruption of Licensee's communication service. Any structural analysis required by Licensor to make such a determination will be performed by or for, and be at the sole cost and expense of, Licensee. To the extent viable, and with the consent of Licensor, such consent not to be unreasonably withheld, Licensee may improve, at Licensee's sole cost, expense and risk, the Tower to accommodate the additional use of Licensor or its affiliate and the continued use of Licensee, but Licensee shall not be required to do so. In the event that either Licensor or Licensee determines that the Tower cannot accommodate both Licensee and the additional use of Licensor or its affiliates, and to the extent the Tower cannot be improved or Licensee is unwilling to improve the Tower, then this Agreement will be terminated on the effective date of the foregoing one hundred eighty (180) days' notice described above.


Licensee shall surrender the Premises to Licensor prior to the date of expiration or early termination of this Agreement and Licensee shall, at its sole cost and expense: (i) remove the Facilities and any tanks placed on the Site pursuant to Section 24 and restore the Premises to the same condition existing as of the Commencement Date, except for ordinary wear and tear, casualty, or acts of God; and (ii) furnish Licensor with a written certification that neither the Premises nor any groundwater have been contaminated by Licensee's operations, or if a condition of contamination exists or is believed to exist on any part of the Premises or groundwater as the result (in whole or in part) of Licensee's actions or inaction, Licensee shall give written notice of that fact to Licensor, and Licensee shall promptly eliminate said condition. In the event the Facilities remain on the Premises following the expiration or early termination of this Agreement (even if it has been disconnected) or if Licensee does not completely surrender the Premises or restore the Site, Licensee shall pay to Licensor holdover fees equal to one hundred fifty percent (150%) of the License Fee then in effect, prorated from the date of expiration or early termination to the date Licensee completes its obligations under this Agreement. If Licensee has not completed its obligations under this Agreement on or before the ninetieth (90th) day following the expiration or early termination, Licensee shall be deemed to have abandoned the Facilities and thereupon, Licensor may remove the Facilities and dispose of the same in Licensor's sole discretion without accounting to Licensee for the value thereof, if any; and upon ten (10) days after receipt of an invoice rendered by Licensor, Licensee shall pay to Licensor the total cost of such removal and restoration. Any removal of the Facilities shall not ever include any structural tower member or other device that may have been added by Licensee for the purpose of increasing wind loading or improving the Tower's uplift ratings; rather such changes shall remain with the Tower and become the property of Licensor.

13. Casualty and Condemnation.

(a) Licensor shall have the duty to repair or rebuild the Tower if the Tower, in Licensor's sole judgment, shall become unsafe or is destroyed. If Licensor so determines that Licensor must take such action, Licensor will notify Licensee in writing of this election. Immediately upon the written notification to Licensee: (i) Licensor's duty to provide Tower space under this Agreement to Licensee will be suspended, (ii) Licensee's duty to pay the License Fee will be suspended for a like period, but such suspension will not lengthen the term of this Agreement, and (iii) within ten (10) business days after such notice, Licensee will, at Licensee's sole expense, remove the Facilities located on the Tower. Notwithstanding the foregoing, in the event that in the sole judgment of Licensor, an emergency condition or safety hazard exists that requires more immediate action, Licensor reserves the right to declare the Tower unsafe for any removal action by Licensee, and in such a case and upon written notice to Licensee, Licensor may engage in such removal actions as Licensor, in its sole discretion, may believe are required. In such a case, if it is possible to apportion from Licensor's other work the cost to Licensor of the removal of the Facilities, then Licensee, upon bill rendered therefor, shall reimburse Licensor for the reasonable expense of such removal. Licensor shall not be obligated to repair, restore, or rebuild any of Licensee's personal property, including but not limited to the Facilities. Licensor shall not be liable for any inconvenience or annoyance to Licensee, or injury
to Licensee’s business resulting in any way from such damage or the repair thereof except, to the extent and for the time that the Site is thereby rendered unusable for Licensee’s intended purpose, the License Fee shall be suspended as set forth above. Notwithstanding the foregoing, Licensee may, at Licensee’s sole cost and expense, install temporary equipment, including a temporary tower, generator, and facilities, pending such reconstruction or repair, provided such temporary equipment does not interfere with the construction, rebuilding or operation of the Tower. Licensor further agrees to provide Licensee alternative space, if available, on the Tower or at the Tower Facility during such reconstruction/repair period. Should Licensor not substantially restore or replace the Tower in a fashion sufficient to allow Licensee to resume operations thereon within six (6) months of the date of casualty, and Licensee’s operation has been materially disrupted for sixty (60) or more consecutive days, then Licensee, upon thirty (30) days’ prior written notice to Licensor, may terminate this Agreement. If Licensee does not so terminate the Agreement, then the License Fee shall continue to be suspended until Licensor notifies Licensee in writing that Licensee may again use the Tower.

(b) If the whole or any substantial part of the Site shall be taken by any public authority under the power of eminent domain so as to materially interfere with Licensee’s use and occupancy of the Premises, then the Agreement shall terminate on the date of possession by such authority as to the part of the Premises so taken, and the License Fee shall be reduced or abated in proportion to the actual reduction or abatement of use or operation of the Premises, and Licensor or Licensee shall have the right to terminate this Agreement. Any License Fee paid in advance shall be refunded to Licensee, as appropriate, within thirty (30) days of Licensee’s written demand. Licensee shall be entitled to pursue its interest under a separate claim. In the event that there is sufficient remaining space upon the Land, and subject to consent by Licensor, Licensee may place a temporary communications facility upon the Land for a period of up to one (1) year after such termination at a rental rate equal to two-thirds (2/3) of the amount of the License Fee provided for herein. Notwithstanding the foregoing, Licensor may elect to rebuild the Tower or other improvements affected by such condemnation at an alternate location or property owned, leased or managed by Licensor, in which case Licensee and Licensor may agree in writing to remain bound hereby. Upon such relocation of the Tower or improvements, the licensed space shall be modified to include the new Tower or improvements and the property on which the same are located and this Agreement shall be amended accordingly to clarify the rights of Licensor and Licensee with respect to the licensed space. Licensee agrees not to make a claim to the condemning authority for any condemnation award to the extent such claim shall diminish or affect the award made to Licensor with regard to such condemnation.


(a) Licensee shall, at its expense, obtain prior to entry onto the Premises and maintain during the period of this Agreement, in a form, in substance, and with companies satisfactory to Licensor, the following insurance coverages:

1. Workers’ Compensation Insurance to meet fully the requirement of any compensation act, plan, or legislative enactment applicable in connection with the death, disability, or injury of Licensee’s officers, agents, servants, or employees arising directly or indirectly out of the performance of this Agreement.

2. Employers’ Liability Insurance with limits of not less than $1,000,000 each accident, $1,000,000 policy limit for disease, and $1,000,000 each employee for disease.

3. Commercial General Liability Insurance with a combined single limit of not less than $5,000,000 per occurrence for injury to or death of persons and damage to or loss or destruction of property. Such policy shall be endorsed to provide products and completed operations coverage and contractual liability coverage for liability assumed under this Agreement. If necessary given the proximity of the Premises to railroad operations, the contractual liability coverage shall be of a form that does not deny coverage for operations conducted within 50 feet of any railroad hazard. Such policy or policies shall be endorsed to name Licensor as an additional insured and shall include a severability of interests provision.

4. Pollution Liability Insurance with a limit of not less than $1,000,000,000 per occurrence to cover the sudden and accidental discharge, emission, spillage or leakage upon or into the seas, water, land or air of oil, petroleum products, chemicals, or other substances of any kind or nature. Such policy shall be endorsed to name Licensor as an additional insured and shall include a severability of interests provision.

5. Automobile Liability Insurance with a combined single limit of not less than $1,000,000 each occurrence for injury to or death of persons and damage to or loss or destruction of property. Such policy or policies shall be endorsed to name Licensor as an additional insured and shall include a severability of interests provision.

6. Railroad Protective Liability Insurance with a combined single limit of not less than $2,000,000 each occurrence and $6,000,000 aggregate for any construction or demolition activities that take place within 50 feet of Licensor’s railroad right of way. Such policy shall name Norfolk Southern Corporation and its subsidiaries, Licensor, as the named insured
Licensee accepts the Premises knowing that others may assert that Licensor has no right to make this Agreement or provide the access, Agreement is consistent with the documents or rights under which Licensor owns or claims to own the Premises or the access thereto. This Agreement is expressly made subject to each and every limitation, restriction, or reservation affecting the same as of including but not limited to encroachments, licenses, and permits, whether or not of record, and to the rights of tenants and licensees in covenants, conditions, restrictions, easements, reversionary interests, non-railroad bond mortgages and indentures, and other matters, Premises and any access thereto is subject to the terms and limitations under which it is owned or held, including but not limited to, NOTWITHSTANDING THE FOREGOING, Licensee acknowledges and understands that Licensor is the owner and/or holder of the agreements, and, unless otherwise directed by Licensor, with a copy of the same documents to Licensor's Managing Agent. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, cancelled, or reduced in coverage or limits without (30) days advance written notice to Licensor. The insurance coverage required herein shall in no way limit Licensee's liability under this Agreement.

15. Assignment.

(a) The rights of Licensee under this Agreement may not be assigned without the prior written consent of Licensor, except that Licensee, upon written notice to Licensor, may assign its rights and delegate its duties hereunder to any firm, corporation, partnership, association, trust, or other entity that directly controls, is controlled by, or is under common control of Licensee or an entity that obtains control of Licensee during the term of this Agreement. For the purposes of this Section, the term "control" means the ownership, direct or indirect, of sufficient voting shares of an entity, or otherwise the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of an entity, or the power to veto major policy decisions of any such entity, whether through the ownership of voting securities, by contract or otherwise. In no event may Licensee sublet all or any part of its interest in the Premises. This Agreement shall be binding upon and enforceable against, and shall inure to the benefit of, the parties hereto and their respective legal representatives, successors and permitted assigns. Licensor may freely assign its rights and obligations under this Agreement at any time.

(b) Notwithstanding anything else contained herein, Licensee may, without Licensor's consent, pledge, mortgage, convey by deed of trust or security deed, assign, create a security interest in, or otherwise execute and deliver any and all instruments for the purpose of securing bona fide indebtedness all or any portion of Licensee's interest in this Agreement, and/or all or any portion of Licensee's right, title, and interest in and to any and/or all of the Facilities. Upon Licensee's or Licensee's lender's request, Licensor shall execute and deliver, and shall assist in facilitating the execution and delivery of, all documents reasonably requested by any of Licensee's lenders including but not limited to: waivers of Licensor's right to levy or distrain upon for License Fee any of Licensee's property given as security for a debt, acknowledgements that none of the Facilities shall become fixtures, consents to giving notice to Licensee's lender(s) in the event of Licensee's default under the provisions of this Agreement, consents to Licensee's assignment to any lender(s) of any and all of Licensee's interest in or to this Agreement and the Facilities, and nondisturbance agreements from Licensor and Licensor's lenders.


Licensee hereby waives any and all lien rights Licensee may have, statutory or otherwise, in and to the Site or any portion thereof, regardless of whether or not same is deemed real or personal property under applicable laws. Licensor hereby waives any and all lien rights Licensee may have, statutory or otherwise, in and to the Facilities or any portion thereof, regardless of whether or not same is deemed real or personal property under applicable laws.

17. Warranty of Title and Quiet Enjoyment.

Subject to the limitations hereafter stated in this Section and elsewhere in this Agreement, Licensor covenants and agrees with Licensee that upon Licensee paying the License Fee and observing and performing all the terms, covenants, and conditions on Licensee's part to be observed and performed, Licensee may peacefully and quietly enjoy the Premises. Licensor further represents to Licensee that, as of the date of this Agreement, there are no mortgages or deeds of trust affecting the Premises. HOWEVER, AND NOTWITHSTANDING THE FOREGOING, Licensee acknowledges and understands that Licensor is the owner and/or holder of the Premises and any access thereto is subject to the terms and limitations under which it is owned or held, including but not limited to, covenants, conditions, restrictions, easements, reversionary interests, non-railroad bond mortgages and indentures, and other matters, including but not limited to encroachments, licenses, and permits, whether or not of record, and to the rights of tenants and licensees in possession. This Agreement is expressly made subject to each and every limitation, restriction, or reservation affecting the same as of the date of this Agreement. Licensor makes this Agreement without, and expressly disclaims, any representation or warranty that this Agreement is consistent with the documents or rights under which Licensor owns or claims to own the Premises or the access thereto. Licensee accepts the Premises knowing that others may assert that Licensor has no right to make this Agreement or provide the access,
and Licensee shall make no claim against and hereby releases Licensor and its affiliates, and its and its directors, officers, agents, contractors and employees, from any Claims based on such concerns, including any forfeitures declared or occurring as a result of this Agreement. Licensor agrees that it will make available to Licensee at reasonable times at the offices where such records are kept (currently in Lilburn, Georgia) those records of Licensor that relate to the ownership or leasehold interest of Licensor in the Premises and it will be the sole responsibility of the Licensee to satisfy itself concerning Licensor's title or control.

18. Non-Recourse.

Anything in this Agreement, either expressed or implied, to the contrary notwithstanding, Licensee acknowledges and agrees that each of the covenants, undertakings, and agreements herein made on the part of Licensor are made and intended not as personal covenants, undertakings, and agreements of Licensor, or for the purpose of binding Licensor personally or the assets of Licensor, except Licensor's interest in the Site; and that no personal liability or personal responsibility is assumed by, nor shall at any time be asserted or enforceable against Licensor; any partner of Licensor; any parent, subsidiary, or partner of Licensor or of any partner of Licensor; or any of their respective heirs, personal representatives, successors, and assigns.


Licensee agrees that it will from time to time, within ten (10) days after receipt of written request by Licensor, execute and deliver to such persons as Licensor shall request, a statement, in recordable form, certifying that the Agreement is unmodified and in full force and effect (or if there have been modifications, that the same is in full force and effect as so modified), stating the dates to which fees and other charges payable under the Agreement have been paid, stating that to the best of Licensee's knowledge (without independent investigation) that Licensor is not in default under the Agreement (or if Licensee alleges a default, stating the nature of such alleged default), and further stating such other matters as Licensor may reasonably request regarding the status of this Agreement.

20. Subordination.

This Agreement is and shall be subordinate to all mortgages, deeds of trust, and similar security documents that may now or hereafter be secured upon the Land and to all renewals, modifications, consolidations, and extensions thereof. This Section shall be self-operative, and no further instrument of subordination shall be required by any licensor or mortgagee. In confirmation of such subordination, Licensee shall execute, within ten (10) days after receipt of written request, any certificate that Licensor may reasonably require acknowledging such subordination.


(a) Licensee shall perform all repairs necessary or appropriate to keep the Facilities on or about the Premises, or located on any appurtenant rights-of-way or access to the Premises, in good and tenantable condition.

(b) Licensor, at Licensor's sole cost and expense, shall maintain the Site and its improvements thereto in good order and repair and in the condition required to be maintained by Licensor, ordinary and reasonable wear and tear, damage by fire, the elements and other casualty excepted, and in substantial compliance with all laws, codes, regulations, and orders of any governmental or regulatory entity. Damage resulting from the acts or omissions of Licensee shall be repaired by Licensee at Licensee's cost and expense unless otherwise provided herein.


Licensor and Licensee expressly acknowledge and agree that neither Licensee nor any one claiming by, through, or under Licensee, including without limitation contractors, sub-contractors, materialmen, mechanics, and laborers, shall have any right to file or place any mechanics' or materialmen's liens of any kind whatsoever upon the Site nor upon any building or improvement thereon; on the contrary, any such liens are specifically prohibited. All parties with whom Licensee may deal are hereby put on notice that Licensee has no power to subject Licensor's interest in the Site to any claim or lien of any kind or character, and any persons dealing with Licensee must look solely to the credit of Licensee for payment and not to Licensor's interest in the Site or otherwise. Licensee shall allow Licensor to post notices of non-responsibility on the Premises. Licensee agrees to allow such notices to remain posted in the Site throughout the construction period and to notify Licensor if such notices are damaged or removed. However, if by reason of any alteration, repair, labor performed, or materials furnished to the Site for or on behalf of Licensee any mechanic's or materialmen's lien shall be filed, claimed, perfected, or otherwise established or as provided by law against the Site, Licensee shall discharge or remove the lien by bonding or otherwise within thirty (30) days after Licensee receives notice from Licensor of the filing of same.
23. Tower Marking and Lighting Requirements.

(a) Licensor covenants that it will keep the Tower in good repair as required by all federal, state, county, and local laws. Licensor shall also comply with all rules and regulations enforced by the Federal Communications Commission with regard to the lighting, marking, and painting of towers and shall be responsible for the cost and expense of painting and maintaining the Tower only.

(b) If lighting requirements apply and a lighting automatic alarm system has been installed by Licensor, Licensor shall allow Licensee to bridge-in to the system to permit a parallel alarm or to install a second alarm if a bridge would interfere with Licensor’s alarm. Licensor shall be responsible for the cost and expense of maintaining the bridge or parallel alarm. Notwithstanding anything to the contrary in this Section 24 (b), the responsibility for compliance with FAA and FCC requirements shall remain with Licensor as provided in Section 24 (a) above.

24. Hazardous Substances.

(a) Licensee shall not use, generate, store, or dispose of any Hazardous Material on, under, about or within the Site, except that Licensee may use sealed batteries, propane, or diesel fuel to fuel a back-up emergency generator for the Facilities subject to the terms and conditions of this Section 24. Licensee shall not conduct any activity on the Premises that may or does require a hazardous waste treatment, storage or disposal facility permit from any federal or state agency. Licensee shall not install or use any underground tanks at the Site. The term “Hazardous Material” means petroleum or any petroleum product, asbestos, any substance known by the state in which the Site is located to cause cancer and/or reproductive toxicity, and/or any substance, chemical, or waste that is identified as hazardous, toxic, or dangerous in any applicable federal, state, or local law or regulation. This Section shall survive the termination of this Agreement to the extent that any Hazardous Material release was caused by Licensee during the term of this Agreement.

(b) If Licensee elects to place a back-up emergency generator for the Facilities at the Site, then, at Licensee’s sole expense:

(i) Licensee shall locate such generator only within the radio equipment enclosure area designated on Exhibit B1.

(ii) Subject to Licensor’s prior written approval in each case, Licensee may locate and use at the Site one or more aboveground storage tanks for propane or diesel fuel, provided that any such diesel fuel tank must (1) be double-walled, (2) have adequate secondary containment and overflow protection, (3) be equipped with a high level alarm, and (4) have a total combined capacity of less than or equal to three hundred (300) gallons;

(iii) Licensee shall ensure that adequate security is provided for all tanks, batteries, propane, and diesel fuel at the Site;

(iv) Licensee shall employ appropriate standard operating procedures and containment measures and infrastructure for petroleum products being transferred or handled during the transfer process;

(b) Licensor represents that (i) Licensor has no knowledge of any current Notice of Violation or Order of Consent Judgment issued against the Premises by the United States Environmental Protection Agency or the state environmental agency with jurisdiction over the Premises except as disclosed to Licensee in any environmental reports provided to Licensee, and (ii) Licensor will not generate, store, or dispose of any Hazardous Material on, under, about, or within the Site in violation of any law or regulation. If Licensor detects any violation of this Section 24 by or through Licensee, Licensor shall so notify Licensee of the violation, and Licensee shall take immediate steps to eliminate such violation. Licensee agrees to reimburse Licensor for all actual costs and expenses incurred by Licensor in connection with any such violation, including, but not limited to, all costs and expenses to remediate the Premises.


(a) In connection with the use of the Premises, Licensee agrees to observe and be bound by the rules of Licensor with respect to standard clearances for any and all of Licensor’s tracks located on or adjacent to the Premises. As such, Licensee agrees to maintain and preserve an overhead space of twenty-three feet (23’) measured perpendicularly from the top of the rail (except that overhead clearance where wire lines extend over such track shall be such as may be prescribed by Licensor) and a space eighteen feet (18’) in width, measured nine feet (9’) on each side from the centerline of such track; provided, however, that the side clearance of nine
feet (9') feet must be increased one and one half inches (1-1/2") for every degree of curvature in the track, which space shall be kept clear of any obstruction whatsoever including, but not limited to all structures, facilities or property of Licensee that are or may be placed or erected above or parallel to such track.

(b) Licensee shall not create, or permit to be created, any condition that will impair, impede, or interfere in any way with the operation or maintenance of Licensor’s railroad or otherwise creates a problem for Licensor, creates a safety hazard, or creates an emergency. If a breach of this covenant continues uncorrected for twenty-four (24) hours or more after notice thereof has been given by Licensor to Licensee, Licensor may enter the Premises either to correct the breach or remove that which impairs, impedes, or interferes with the operation of Licensor’s railroad, creates a problem for Licensor, creates a safety hazard, or creates an emergency, all at the sole cost and expense of Licensee, which cost and expense Licensee agrees to pay Licensor promptly upon receipt of billing thereof. In such a case, Licensor shall have no liability to Licensee for the Facilities during such action by Licensor.

(c) Licensee shall require all of its employees, agents, and contractors to comply with all of Licensor’s reasonable rules and regulations when on Licensor property. In this regard, Licensee and any contractor must secure background investigations through e-VERIFILE.com of its employees or sub-contractors who will enter upon Licensor’s property. Licensee’s, contractors’, and sub-contractors’ employees successfully undergoing the background investigation will be issued a picture identification card that will be required for such personnel employees to enter, work, or perform services on Licensor property. Licensee’s or contractor’s/sub-contractor’s employees without the identification card will not be allowed to work on Licensor property. Licensee shall ensure that any employee leaving the employment of Licensee or any contractor/sub-contractor of Licensee surrenders the identification card to Licensor. Licensee is solely responsible for rates with e-VERIFILE.com for the investigations, identifications cards, and all charges incurred in the use of e-VERIFILE services and products. Licensee must execute e-VERIFILE.com's standard Subscriber Agreement. The contact information for e-VERIFILE.com is as follows: www.e-railsafe.com or 800.560-6435 Press 1. In the event that Licensor ceases the use of e-VERIFILE.com for background investigations or switches to another similar service, Licensee will be notified by Licensor of the termination and/or transfer. In the event that Licensor notifies Licensee in writing of such a switch to another vendor for similar services, the requirements of this Section will apply to Licensee and any contractors/sub-contractors with regard to use of the alternative vendor’s services.

26. Miscellaneous.

(a) This Agreement constitutes the entire agreement and understanding between the parties hereto and supersedes all offers, negotiations, and other agreements concerning the subject matter contained herein. Any amendments to this Agreement must be in writing and executed by both parties.

(b) If any provision of this Agreement is invalid or unenforceable with respect to any party, the remainder of this Agreement, or the application of such provision to persons other than those as to whom it is held invalid or unenforceable, shall not be affected and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

(c) This Agreement shall be binding on and inure to the benefit of the successors and permitted assignees of the respective parties. The term “Licensor” as used in this Agreement shall include the directors, officers, agents, and employees of Licensor, and also the parent and all subsidiary and affiliated companies of Licensor, and their respective directors, officers, agents, and employees.

(d) Any notice or demand required to be given herein shall be made by certified or registered mail, return receipt requested, or recognized overnight courier to the address of the respective parties set forth below:

As to Licensor:  
Norfolk Southern Corporation  
1200 Peachtree Street NE, 11th Floor  
Atlanta, GA 30309  
Attention: Manager Microwave

As to Licensee:  
Emergency Communications Center  
2306 Ivy Road  
Charlottesville, VA 22901  
Attention: ECC Systems Manager / Radio System Manager
With a copy to:  
ECC Fiscal Agent  
County Executive, Albemarle County  
401 McIntire Road  
Charlottesville, VA 22902

Licensor or Licensee may from time to time designate any other address for this purpose by written notice to the other party. All notices hereunder shall be deemed received upon actual receipt or rejection.

(e) This Agreement shall be governed by the laws of the state in which the Site is located without regard to the principles of conflict of laws thereunder.

(f) Licensor acknowledges that a Memorandum of Agreement in the form annexed hereto as Exhibit C may be recorded by Licensee, at Licensee’s option and expense, in the official records of the County where the Land is located.

(g) All Exhibits may be executed in duplicate counterparts, each of which shall be deemed an original.

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

LICENSOR:

NORFOLK SOUTHERN RAILWAY COMPANY,  
a Virginia corporation

By: ____________________________  
Name: ____________________________  
Title: ____________________________

Witness for Licensor:

By: ____________________________  
Name: ____________________________  
Title: ____________________________

LICENSEE:

EMERGENCY COMMUNICATIONS CENTER,  
a political subdivision of the Commonwealth of Virginia

By: ____________________________  
Name: ____________________________  
Title: ____________________________

Witness for Licensee:

By: ____________________________  
Name: ____________________________  
Title: ____________________________
EXHIBIT "A"

DESCRIPTION OF LAND
(23 pages)

The Land is described and/or depicted as follows:

and otherwise known as Charlottesville, Charlottesville, VA (Parcel ID: 310184BOO).
EXHIBIT B1

DESCRIPTION OF FACILITIES – SEE ATTACHED COLLOCATION APPLICATION
(4 Pages)
Norfolk Southern Site Name: Charlottesville, VA
Licensee Name/Site Number: Charlottesville
Custodian No. TBD

**APPLICANT / CARRIER INFORMATION**

<table>
<thead>
<tr>
<th>Carrier Name:</th>
<th>Albemarle County</th>
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<tr>
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<td>Carrier Site Name:</td>
<td>Norfolk Southern Charlottesville</td>
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<tr>
<td>Carrier Legal Entity Name:</td>
<td>County of Albemarle</td>
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<tr>
<td>State of registration:</td>
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<tr>
<td>Type of entity (LP, LLC, Corp) d/b/a:</td>
<td>County Government</td>
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<tr>
<td>Notice Address for Lease:</td>
<td>2306 Iyv Rd Charlottesville, Va 22903</td>
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**ADDITIONAL CONTACT INFORMATION**

| Leasing Contact Name/Number: | Gabe Elias |
| RF Contact Name/Number: ||
| Construction Contact Name/Number: ||
| Emergency Contact Name/Number: ||

**SITE LOCATION INFORMATION**

| Latitude: | 38.012269 N |
| Longitude: | -78.481868 W |
| Site Address: | 819 W, Main St, Charlottesville, VA 22903 |

**FREQUENCY/TECHNOLOGY INFORMATION**

| Type of Technology for all equipment (i.e., 3G, LTE, CDMA, MW, WiFi, TV, etc.): | 800 MHz P25 Public Safety Radio, 911GHz Microwave |
| TX Frequency (MHz): | Licensed 851.0500-859.7375 MHz, 11385 MHz Vertical polarized, 6256.54 MHz Horizontal Polarized |
| RX Frequency (MHz): | Licensed 806.0500-814.7375 MHz, 10895 MHz Vertical polarized, 6004.50 MHz Horizontal Polarized |

**PLEASE PROVIDE BRIEF DESCRIPTION OF GENERAL SCOPE OF WORK**

Installation three 800 MHz antennas, (2 TX antennas and 1 RX antenna) a tower top amplifier collocated with the Rx antenna, as well as two microwave dishes. 1 lower dish with ice shield, install of a new equipment shelter, diesel generator, and ice bridge.
### PROPOSED EQUIPMENT

**Applicant's Proposed Equipment Configuration and Specifications**

<table>
<thead>
<tr>
<th>Equipment Type (ex: panel, TMA, RRU, ice shields)</th>
<th>RAD (feet)</th>
<th>Mount Height (feet)</th>
<th>Mount Type</th>
<th>Equip Qty</th>
<th>Equipment Manufacturer</th>
<th>Equipment Model #</th>
<th>Equip Dim (HxWxD) (ft or ln)</th>
<th>Equip Weight (lbs)</th>
<th>Azimuth</th>
</tr>
</thead>
<tbody>
<tr>
<td>Dish</td>
<td>85</td>
<td>85</td>
<td>Pipe Mount</td>
<td>1</td>
<td>Commscope</td>
<td>VHLP6-6W</td>
<td>6 ft x 6 ft x 2 ft</td>
<td>209</td>
<td>60.37</td>
</tr>
<tr>
<td>Dipole</td>
<td>155</td>
<td>148</td>
<td>Side Arms</td>
<td>2</td>
<td>RFS</td>
<td>BLR10H</td>
<td>138 in x 6 in x 6 in</td>
<td>55 and 67</td>
<td>0 &amp; 240°</td>
</tr>
<tr>
<td>Dipole</td>
<td>155</td>
<td>144</td>
<td>Side Arms</td>
<td>1</td>
<td>RFS</td>
<td>BLR12-H</td>
<td>20 ft x 6.6 in</td>
<td>52 and 124</td>
<td>120°</td>
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<tr>
<td>TTA</td>
<td>155</td>
<td>155</td>
<td>Flush Mount</td>
<td>1</td>
<td>Commscope</td>
<td>CP00732</td>
<td>12 in x 6 in x 6 in</td>
<td>19</td>
<td>N/A</td>
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<tr>
<td>ice shield</td>
<td>88</td>
<td>89</td>
<td>Pipe Mount</td>
<td>1</td>
<td>Commscope</td>
<td>ICE-SHIELD6</td>
<td>8.8 in x 4 ft x 6 in</td>
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<td>60.37</td>
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<tr>
<td>Dish</td>
<td>195</td>
<td>195</td>
<td>Pipe Mount</td>
<td>1</td>
<td>Commscope</td>
<td>VHLP3-11W</td>
<td>3 ft x 3 ft x 2 ft</td>
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<td>216</td>
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### PROPOSED LINES

**Applicant's Proposed Lines and Specifications**

<table>
<thead>
<tr>
<th>Line Type</th>
<th>Line Size (Inches)</th>
<th>Total # of Lines</th>
<th>Coax Interior or exterior (for monopoles)</th>
<th>Comments:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Coax</td>
<td>15/8&quot;, 7/8&quot;, 1/2&quot;</td>
<td>5</td>
<td></td>
<td>2 line 1 5/8&quot; = 2 x 155ft on tower = 310 ft 1 7/8&quot; line 155 ft on tower, 1x 1/2&quot; lines 155 ft each on tower Total=310 ft.</td>
</tr>
<tr>
<td>RET Home Run Cable</td>
<td>195:85</td>
<td>2</td>
<td></td>
<td>Waveguide for 3 ft microwave dish is EP90 195ft on tower. Waveguide for 6 ft microwave dish is EP63.85ft on tower.</td>
</tr>
<tr>
<td>Fiber</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>DC Power</td>
<td></td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>PROPOSED FINAL CONFIGURATION TOTALS</td>
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<tr>
<td>------------------------------------</td>
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<tr>
<td>EQUIPMENT TYPE</td>
<td>TOTAL</td>
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<td></td>
<td></td>
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<tr>
<td>Panel Antennas</td>
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<td>Omni/Whip Antennas</td>
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<tr>
<td>RRU</td>
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<td></td>
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<tr>
<td>TMA</td>
<td></td>
<td></td>
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<td></td>
</tr>
<tr>
<td>Diplexer / Triplexer</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Bias T</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Surge Suppressor</td>
<td>in shelter</td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>MW Dish</td>
<td>2</td>
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<td>Ice Shield</td>
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</tr>
<tr>
<td>ODU</td>
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</tr>
<tr>
<td>Combiner</td>
<td>In shelter</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Junction Box</td>
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<td></td>
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</tr>
<tr>
<td>RET</td>
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<td></td>
<td></td>
</tr>
<tr>
<td>Equipment Cabinets</td>
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<td></td>
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<td>Other (Please specify)</td>
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<tr>
<td>Other (Please specify)</td>
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<tr>
<td>Other (Please specify)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other (Please specify)</td>
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<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other (Please specify)</td>
<td></td>
<td></td>
<td></td>
<td></td>
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</tbody>
</table>

| ADDITIONAL EQUIPMENT INFORMATION |

* RRUs, TMAs and ODUs are required to be installed directly behind the antennas / MW dish. Otherwise there will be an additional charge.
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<thead>
<tr>
<th>Ground / Interior Space Requirements</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Total Ground / Interior Area Dimensions:</td>
<td>332 x X</td>
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<tr>
<td>L' x W' = Total Square Feet Required:</td>
<td>(including all Equipment (i.e., Shelter, Equipment Platform or Pad, Generator Pad, Generator Fuel Tank Pad, Antenna Slides, etc. - provide details below)</td>
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<td>Cabinet Area Dimensions (Pad/Platform):</td>
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<tr>
<td>Shelter Pad Dimensions:</td>
<td>12 x 20</td>
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<tr>
<td>Rooftop Antenna Total Area Required:</td>
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</table>

<table>
<thead>
<tr>
<th>Ground / Interior Space Requirements</th>
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</tr>
</thead>
<tbody>
<tr>
<td>Generator Requirements:</td>
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<tr>
<td>Generator Required?:</td>
<td>New</td>
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<td>Generator Fuel Type:</td>
<td>Diesel</td>
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<td>Generator Size:</td>
<td>50kW</td>
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<tr>
<td>Generator Pad Dimensions:</td>
<td>10 x 4.2 ft.</td>
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<tr>
<td>Generator Fuel Tank Pad Dimensions:</td>
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<table>
<thead>
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<tr>
<td>Equipment Cabinet Comments:</td>
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<table>
<thead>
<tr>
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<tbody>
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<td>New Tenant Meter</td>
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<td>Voltage:</td>
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<td>Total Amperage:</td>
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<table>
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</thead>
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<td>Fiber / Backhaul:</td>
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<tr>
<td>Fiber Installation Status:</td>
<td>Fiber not required</td>
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<td>Cable Type:</td>
<td></td>
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<tr>
<td>Number of Points of Entry:</td>
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<tr>
<td>Conduit/Riser Size (in inches):</td>
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</table>

<table>
<thead>
<tr>
<th>Generator Requirements:</th>
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</thead>
<tbody>
<tr>
<td>Structural Analysis Details:</td>
<td></td>
</tr>
<tr>
<td>Structural Hardcopies Required?:</td>
<td>If wet seals required, please provide address:</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Generator Requirements:</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Additional Comments:</td>
<td></td>
</tr>
</tbody>
</table>
EXHIBIT B2

DESCRIPTION OF PREMISES

(Page 1 of 2)

The Premises are described and/or depicted as follows:

Notes:

1. This Exhibit is to include any plans for routing lines, cables, conduits, etc. on or across the Site.
EXHIBIT "C"

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement is entered into on this ___ day of __________, 2019, by and between Norfolk Southern Railway Company, with its primary offices at Three Commercial Place, Norfolk, VA 23510, (hereinafter referred to as "Licensor") and Emergency Communications Center, a political subdivision of the Commonwealth of Virginia ("Licensee"), with its address at 2306 Ivy Road, Charlottesville, VA 22903 (together with its successors and permitted assigns hereinafter referred to as "Licensee").

1. Licensor and Licensee entered into an Agreement (the "Agreement") on _____________, for all legal purposes, including without limitation, the purpose of installing, operating, and maintaining a communications facility and other improvements. All of the foregoing are set forth in the Agreement.

2. Licensor ratifies and confirms the Agreement. The initial term of the Agreement is for sixty (60) months, commencing on ______________ and expiring on ____________, with four (4) successive sixty (60) month options to renew.

3. The Property/Land which is the subject of the Agreement is described in Exhibit A annexed hereto.

(Signatures on next page)
IN WITNESS WHEREOF, the parties have executed this Memorandum of Agreement as of the day and year first above written.

Licensor:
Norfolk Southern Railway Company

By: ____________________________
Name: __________________________
Title: __________________________
Date: __________________________

Licensee:
Emergency Communications Center

By: ____________________________
Name: __________________________
Title: __________________________
Date: __________________________

STATE OF GEORGIA )
) ss.
COUNTY OF FULTON )

On _______ ______, 2019, before me, _________________________, Notary Public, personally appeared
Fred M. Ehlers, in his capacity as VP of Information Technology of Norfolk Southern Railway Company, who is personally known
to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and
acknowledged to me that he/she executed the same in his authorized capacity, and that by his/her signature on the instrument, the entity
upon behalf of which he/she acted, executed the instrument.

My Commission Expires: __________________________

Notary Public

STATE OF _______ )
) ss.
COUNTY OF _______ )

On _______ ______, 2019, before me, _________________________, Notary Public, personally appeared
________________________, in his capacity as _________________________ of _________________________, who is personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the
within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument, the entity upon behalf of which he/she acted, executed the instrument.

My Commission Expires: __________________________

Notary Public
EXHIBIT "A"

DESCRIPTION OF LAND

(23 pages)

The Land is described and/or depicted as follows:

and otherwise known as Charlottesville, Charlottesville, VA (Parcel ID:310184BO0).
EXHIBIT D

LIST OF COVERED COMPANIES

Norfolk Southern Railway Company
Central of Georgia Railroad Company
Georgia Southern and Florida Railway Company
The Cincinnati, New Orleans and Texas Pacific Railway Company
The Alabama Great Southern Railroad Company
Citico Realty Company
Southern Region Industrial Realty, Inc.
Virginia Holding Corporation
(and affiliated companies of the listed companies)
MEMORANDUM - GENERAL

To: ECC Management Board

From: Gerald Smith, Interim Executive Director

Date: July 29, 2019

Subject: CAD Technology Project Maintenance and Support

Public Safety Project Maintenance and Support Payment
Tyler Technologies/New World Systems reached out to me recently in regards to a Maintenance and Support payment that had not been made. The unpaid portion of the invoice in question relates to the Law Records, Field Reporting and Corrections modules of the system which are still not performing to 100% of the RFP responses from the vendor; however, this isn’t a performance payment, this is a maintenance and support payment, which the Region has been using extensively since Go-Live for those modules in December of 2017. The total amount of Invoice 030-14106a is for $341,873.05 (the detailed and itemized invoice will follow in the Board Packet). ECC Management Board released $162,656 in October of 2018 to satisfy the CAD and Mobile line items of that invoice which left a balance of $179,217.05. I asked the ECC Management Board in May and was instructed to not release this money.

Along with the past due maintenance and support invoice, Tyler Technologies also submitted an invoice for the current fiscal year’s maintenance and support for the project totaling $368,142.45, with the CAD and Mobile portion of that totaling $177,339.60. This amount was presented to the Board during the same meeting to be released. The Board was amenable to paying this amount, but wanted it split into two (2) equal payments of $87,669.80 – one to be paid now and the remainder in six (6) months.

Before reaching out to Tyler Technologies, I double-checked the invoice as it seemed a bit high and found there was a discrepancy; Tyler Technologies had added money to the invoice that was meant for the UVA PD for Mobile licenses. This find reduced the total amount of Invoice 030-17065a to $350,838.45 (the detailed and itemized invoice will follow in the Board Packet as well); the CAD and Mobile portion of that invoice then came to $166,656, which would make two (2) payments of $83,328 if the Region would be allowed to split them.

I continued with Tyler Technologies to see if they would agree to split the CAD and Mobile invoice into two (2) separate payments for the current year. Tyler Technologies’ response was that if the Region were to pay the past due maintenance and support for Law Records,
Corrections and Field Reporting totaling $179,217.05, then they would agree to allow us to split our payments. If the Board is unwilling to pay the past due amount, then Tyler Technologies would like the full $166,656 payment for CAD and Mobile and an explanation as to why the past due maintenance and support will not be paid.

As mentioned earlier, I’m attaching both invoices for review that are itemized and explain exactly what the payments being requested would be going toward – Maintenance and Support of our system, not Performance or Milestone payments.

I’m also including in this memo an overall accounting of payments made to date and the amount left in the project and the line items that correlate with those amounts. The Total Balance figure in the document is total monies available for the project. This amount does NOT take into account the agreed upon withholding of the final System Acceptance Milestone payment of $287,713. That payment would be reclaimed by the Region and would lower the total balance potentially owed to Tyler Technologies/New World Systems to $1,069,062.96. That amount will be sufficient to run through the end of the original contract which is April 30, 2021.

Below is the overall accounting of the payments and an explanation from Crystal Fitzgerald, the ECC’s Office Associate III that’s responsible for processing payments for this project.

Please see the information below regarding the Public Safety CAD Technology Project. The payments reflect all amounts paid since the original contract dated December 2014 with New World Systems and later modified when Tyler Technologies acquired NWS. The balances indicate the remaining amounts we have on our IN-HOUSE ONLY purchase order. These numbers have been tracked and documented carefully since the project began in FY15. Since the Escrow amount is an annual billing, increased by 5%, we have had Doug Walker approve the transfer of funds from Contingency to this line item. I believe the actual amount to be paid will be $1,275.71 in December 2019 for FY20 – we will need to transfer funds again for FY21.

<table>
<thead>
<tr>
<th>Category</th>
<th>Payments to Date</th>
<th>Balance</th>
</tr>
</thead>
<tbody>
<tr>
<td>Professional Services</td>
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<td>214,116.00</td>
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<tr>
<td>Software</td>
<td>1,324,470.00</td>
<td>79,849.58</td>
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<tr>
<td>Maintenance</td>
<td>572,599.66</td>
<td>902,255.34</td>
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<tr>
<td>Travel Expenses</td>
<td>73,885.38</td>
<td>0.00</td>
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<tr>
<td>Technology Equipment</td>
<td>114,071.00</td>
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<tr>
<td>Escrow</td>
<td>8524.06</td>
<td>1,285.04</td>
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<tr>
<td>Totals</td>
<td>$2,865,824.10</td>
<td>$1,356,775.96</td>
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</tbody>
</table>

At this time, I would like to request the ECC Management Board release the Past Due amount of Invoice 030-14106a in the amount of $179,217.05 and the first payment of Invoice 030-17065a in the amount of $83,328 in order to not jeopardize our Maintenance and Support for the system.
Remittance:
Tyler Technologies, Inc.
(FEIN 75-2303920)
P.O. Box 203556
Dallas, TX 75320-3556

Empowering people who serve the public

Questions:
Tyler Technologies - Public Safety
Phone: 1-800-772-2260 Press 2, then 5
Email: ar@tylertech.com

| Bill To: Albemarle Co., VA 2306 Ivy Rd Charlottesville, VA 22903-4970 |
| Ship To: Albemarle Co., VA 2306 Ivy Rd Charlottesville, VA 22903-4970 |

Customer No. 49772  
Ord No 3624  
PO Number  

<table>
<thead>
<tr>
<th>Description</th>
<th>Contract Amount</th>
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Remittance:
Tyler Technologies, Inc.
(FEIN 75-2303920)
P.O. Box 203556
Dallas, TX 75320-3556

Empowering people who serve the public

Questions:
Tyler Technologies - Public Safety
Phone: 1-800-772-2260 Press 2, then 5
Email: ar@tylertech.com

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Empowering people who serve the public*

Questions:
Tyler Technologies - Public Safety
Phone: 1-800-772-2260 Press 2, then 5
Email: ar@tylertech.com

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    - Extended Price: 2,384.58

- **Annual Maintenance Period:** 04/01/2018 - 03/31/2019
- **Extended Price:** 3,418,730.05
**ATTENTION**
Order your checks and forms from Tyler Business Forms at 877-749-2090 or tylerbusinessforms.com to guarantee 100% compliance with your software.

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**Remittance:**
Tyler Technologies, Inc.
(FEIN 75-2303920)
P.O. Box 203556
Dallas, TX 75320-3556

**Questions:**
Tyler Technologies - Public Safety
Phone: 1-800-772-2260 Press 2, then 5
Email: ar@tylertech.com

Bill To: Albemarle Co., VA
2306 Ivy Rd
Charlottesville, VA 22903-4970

Ship To: Albemarle Co., VA
2306 Ivy Rd
Charlottesville, VA 22903-4970

- | Subtotal | 341,873.05 |
- | Ck 200166013 applied | -162,656.00 |
- | Invoice Total | 179,217.05 |
Remittance:
Tyler Technologies, Inc.
(Fein 75-2303920)
P.O. Box 203556
Dallas, TX 75320-3556

Questions:
Tyler Technologies - Public Safety
Phone: 1-800-772-2280 Press 2, then 5
Email: ar@tylertech.com

Bill To: Albemarle Co., VA
2306 Ivy Rd
Charlottesville, VA 22903-4970

Ship To: Albemarle Co., VA
2306 Ivy Rd
Charlottesville, VA 22903-4970

Customer No. 49772
Ord No 3625
PO Number
Currency USD
Terms NET45
Due Date 04/15/2019

Description
Annual Maintenance Period: 04/01/2019 - 03/31/2020

Milestone Details
Description: Contract Amount: Percent Invoiced: Amount Invoiced:
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New World Maintenance - Field-Based Reporting - Demographic 2,456.12 100% 2,456.12
Profile Questionaire
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New World Maintenance - Demographic Profiling Reporting 1,336.66 100% 1,336.66
New World Maintenance - Workstation License 8,121.00 100% 8,121.00
New World Maintenance - Web Inmate Inquiry 1,624.00 100% 1,624.00
New World Maintenance - Web Case/Accident Report Download 1,624.00 100% 1,624.00
New World Maintenance - Web CAD Monitor 812.00 100% 812.00
New World Maintenance - Web Briefing Notes 812.00 100% 812.00
New World Maintenance - Wanted Posters 650.00 100% 650.00
New World Maintenance - VINE Interface MSP 1,299.00 100% 1,299.00
New World Maintenance - Vehicle Tracking MSP 1,624.00 100% 1,624.00
New World Maintenance - Ticket Writer Interface MSP 3,248.00 100% 3,248.00
New World Maintenance - Telesstaff Interface Enterprise.NET 2,274.00 100% 2,274.00
New World Maintenance - State/NCIC Interface MSP 1,787.00 100% 1,787.00
New World Maintenance - State Photo Download 2,252.00 100% 2,252.00
New World Maintenance - State Accidents Compliance MSP 1,949.00 100% 1,949.00
New World Maintenance - Service Vehicle Rotation Enterprise.NET 1,299.00 100% 1,299.00
New World Maintenance - Public Safety Mug Shots/Line-Ups MSP 2,924.00 100% 2,924.00
New World Maintenance - LE Records Federal & State Compliance MSP 1,949.00 100% 1,949.00
New World Maintenance - LE Management Data Mart 975.00 100% 975.00
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New World Maintenance - LE Field Reporting 14,601.00 100% 14,601.00
New World Maintenance - LE CAD Via Switch 8,447.00 100% 8,447.00
New World Maintenance - Inmate Telephone System Interface MSP 1,624.00 100% 1,624.00
New World Maintenance - Inmate Movement Tracking Bar Coding 1,137.00 100% 1,137.00
New World Maintenance - In-Car Routing 3,379.00 100% 3,379.00
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New World Maintenance - Fire Records Interface Enterprise.NET 2,167.00 100% 2,167.00
New World Maintenance - Fire Records Base - Pre Plan 4,061.00 100% 4,061.00
Functionality Only
New World Maintenance - Fire In Car Routing 2,189.00 100% 2,189.00
New World Maintenance - Fire In Car Mapping 2,918.00 100% 2,918.00

Extended Price 350,838.45
Remittance:
Tyler Technologies, Inc.
(FEIN 75-2303920)
P.O. Box 203556
Dallas, TX 75320-3556

Questions:
Tyler Technologies - Public Safety
Phone: 1-800-772-2260 Press 2, then 5
Email: ar@tylertech.com

Bill To: Albemarle Co., VA
2306 Ivy Rd
Charlottesville, VA 22903-4970

Ship To: Albemarle Co., VA
2306 Ivy Rd
Charlottesville, VA 22903-4970

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Annual Maintenance Period: 04/01/2019 - 03/31/2020

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P.O. Box 203556
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**ATTENTION**
Order your checks and forms from
Tyler Business Forms at 877-749-2090 or
tylerbusinessforms.com to guarantee
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Subtotal [350,838.45]
Sales Tax [0.00]
Invoice Total [350,838.45]
Dominion Energy Alignment

Late July-Early August
Ivy Mountain Sewer Tree Removal
7/15 - 7/17

- Area to be cleared
- No Parking 7/15 - 7/17
- Roadway blocked by barriers
Ivy Mountain Sewer UPD Utilities
Phase 1 - Sanitary Sewer

week of 7/22
Retain existing parallel parking on old roadway

Add screening

Preserve ash trees

8600 sq ft temporary parking lot

Remove ash tree

Move EOC sign

Proposed Modular Building (~36x60 ft)

Proposed Temporary Parking at Ivy Mountain