



TOWN COUNCIL WORK SESSION

Monday, April 6, 2015 @ 7:00pm
Front Royal Administration Building

Town/Staff Related Issues:

1. Verizon Wireless Water Tower Site Lease Agreement – *Town Attorney*
2. Postpone First Reading of Chapter 148 – *Town Manager*
3. FY2015-2016 Budget Presentations (Enterprise Fund) – *Town Manager/Director of Finance/Staff*
 - A. Electric
 - B. Water
 - C. Sewer
 - D. Solid Waste
 - E. Environmental Services (*time permitting*)

Council/Mayor Related Items

4. Council Discussion/ Goals (*time permitting*)
5. Closed Meeting – Personnel Matter

Motion to Go Into Closed Meeting

I move that Council convene and go into Closed Meeting for the purpose of assignment, appointment, promotion, performance, demotion, salaries, disciplining, or resignation of specific public officers, appointees, or employees of a public body, pursuant to Section 2.2 3711. A. 1. of the Code of Virginia.

Motion to Certify Closed Meeting at its Conclusion [*At the conclusion of the Closed Meeting, immediately re-convene in open meeting and take a roll call vote on the following:*]

I move that Council certify that to the best of each member's knowledge, as recognized by each Council member's affirmative vote, that only such public business matters lawfully exempted from Open Meeting requirements under the Virginia Freedom of Information Action as were identified in the motion by which the Closed Meeting was convened were heard, discussed or considered in the Closed Meeting by Council, and that the vote of each individual member of Council be taken by roll call and recorded and included in the minutes of the meeting of Town Council.

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Verizon Wireless Water Tower Site Lease Agreement



Town of Front Royal, Virginia Work Session Agenda Form

Date: April 6, 2015

Agenda Item: Request of CELLCO PARTNERSHIP, a Delaware general partnership, dba VERIZON WIRELESS ("Verizon") to lease space on the Town's Fairground Road water tower, along with a portion of the property, for mounting structures on the water tower and for placement on the ground of its communications equipment to be used for a wireless communications services facility.

Summary: Verizon seeks to lease (i) tower space on the Town's Fairground Road water tower for antennas, remote radio heads, tower mounted amplifiers and other appurtenant equipment and mounts therefor, and (ii) land space on the grounds near the base of the tower sufficient for the installation, operation and maintenance of Verizon's canopied equipment platform for equipment cabinets and accessory equipment, back-up generator and utility cabinets. The initial term of the lease shall be for five (5) years, and shall commence on April 1, 2015 at which time rental payments shall commence and be due at a total annual rental of Thirty-Six Thousand Dollars (\$36,000). The lease may be renewed for up to four (4) additional, five (5) year extension terms. The Town's consultant, Tank Industry Consultants, have conducted a structural evaluation, dated April 28, 2014, approving the proposed installation with recommendations.

Council Discussion: Town Council is asked to consider approving the "WATER TOWER SITE LEASE AGREEMENT", permitting Verizon to lease space for their wireless communications facilities at and on the Town's Fairground Road water tower and property at the offered rental amount.

Staff Evaluation: The Town Manager will be available for questions.

Budget/Funding: N/A

Legal Evaluation: The Town Attorney will be available for legal questions.

Staff Recommendations:
The Director of Environmental Services will be available for questions.

Town Manager Recommendation:
The Town Manager recommends approval of Verizon's request to lease space for their wireless communications facilities at and on the Town's Fairground Road water tower and property at the offered rental amount.

Council Recommendation:
 Additional Work Session Regular Meeting No Action
Consensus Poll on Action: ___(Aye) ___(Nay)

Work Session

SITE NAME: Nineveh

WATER TOWER SITE LEASE AGREEMENT

This Water Tower Site Lease Agreement ("Lease"), made this ____ day of _____, 2015, between THE TOWN OF FRONT ROYAL, a Virginia municipal corporation, with its principal offices located at 102 E. Main Street, Town Administration Building, Front Royal, Virginia 22630, hereinafter designated LESSOR, and CELLCO PARTNERSHIP, a Delaware general partnership, d/b/a Verizon Wireless, with its principal offices at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920 (telephone number 866-862-4404), hereinafter designated LESSEE. The LESSOR and LESSEE are at times collectively referred to hereinafter as the "Parties" or individually as the "Party".

WHEREAS, LESSOR is the owner of an elevated water tank situated on 2.3527 acres, more or less, and located at 395 Fairgrounds Road, Warren County, Virginia, more particularly described in that Deed dated October 18, 1996, by and between Montreville Farms, Inc., a Virginia corporation, and the Town of Front Royal, Virginia, recorded among the land records of Warren County, Virginia as Instrument No. 960006020 on October 24, 1996, commonly known as 401 Fairground Road, Front Royal, Warren County, Virginia and identified as Tax Map Number 5-10B ("Property"); and,

WHEREAS, LESSEE, authorized to do business in the Commonwealth of Virginia, is in need of space on a portion of Property for mounting structures on the water tower and for placement on the ground for its communications equipment needs in Warren County to be used for a wireless communications services facility; and,

WHEREAS, LESSOR has determined that renting such space, which will not interfere with the needs of LESSOR or its operations at the Property, will benefit the public and the LESSOR by bringing advanced communication services to the area while minimizing the number of towers erected in and around Front Royal and Warren County, and, therefore LESSOR is willing to lease the Property to LESSEE for its non-exclusive use for the purposes and in accord with the terms and conditions set forth in this Lease.

WITNESSETH

In consideration of the mutual covenants contained herein and intending to be legally bound hereby, the Parties hereto agree as follows:

1. **PREMISES.** LESSOR hereby leases to LESSEE the following space: (i) a portion of that certain space (the "Antenna Space") on the LESSOR's water tower, ("Tower"), located on the Property for LESSEE's antennas, remote radio heads, tower mounted amplifiers and other appurtenant equipment and mounts therefor, and (ii) land space on the grounds near the base of the Tower sufficient for the installation, operation and maintenance of LESSEE's canopied equipment platform for LESSEE's equipment cabinets and accessory equipment, back-up generator and utility cabinets (collectively, the "Land Space"); together with the non-exclusive access to Land Space seven (7) days a week, twenty-four (24) hours a day, on foot or motor vehicle, including trucks, and for the installation and maintenance of equipment from Fairground Road, to the Land Space; and together with limited access over, through and/or under the Property between the Land Space and the Antenna Space for the installation and maintenance of utility, fiber and transmission wires, poles,

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cables, conduits, cable ports and pipes. The Antenna Space and Land Space are substantially described in Exhibit "A" attached hereto and made a part hereof and are collectively referred to hereinafter as the "Premises".

LESSOR hereby grants permission to LESSEE to install, maintain and operate the radio communications equipment, antennas and appurtenances described in Exhibit "B" attached hereto. Additionally, LESSEE shall have the right to install and maintain a chain link fence, with a gate, around the Land Space as shown on Exhibit "A". So long as the same does not violate any other provision of this Lease, LESSEE reserves the right, without LESSOR's approval, to: (i) replace the aforementioned equipment with similar and comparable equipment provided said replacement does not increase tower loading of said Tower, (ii) modify or add to the frequencies at which LESSEE's equipment is operated by written notice to LESSOR, and (iii) make any additions, modifications and/or replacements to LESSEE's ground-based equipment provided that LESSEE does not increase the space occupied by such ground-based equipment (any of the foregoing referred to herein as "Permitted Alterations"). LESSEE shall accomplish the foregoing without unreasonably interfering with the use or development of the Property by LESSOR or by existing lessees, and shall, upon completion of such construction, erection or installation, at its own expense, repair, to as good as or better than original condition with the exception of normal wear and tear, any damage to the Property resulting from such construction, erection, or installation. LESSOR specifically reserves the right to develop the Property, including leasing space on the Tower and Property to others for any lawful purpose in any manner which does not cause undue interference to LESSEE's non-exclusive use of the Property. LESSEE shall in good faith, at no charge to LESSOR, cooperate in connection with LESSOR's efforts to allow the co-location of other telecommunications and similar facilities on the Property by providing LESSOR or any co-locators non-confidential information regarding LESSEE's equipment, frequencies and radio frequency emissions at the Premises.

2. SURVEY. LESSOR also hereby grants to LESSEE the right to survey the Property and Premises, and said survey shall then become Exhibit "C" which shall be attached hereto and made a part hereof, and shall control in the event of boundary and access discrepancies between it and Exhibit "A". Cost for such work shall be borne by the LESSEE.

3. TERM; RENTAL.

a. This Lease shall be effective as of the date of execution by both Parties, provided, however, the initial term shall be for five (5) years (the "Initial Term"), and shall commence on April 1, 2015 (the "Commencement Date") at which time rental payments shall commence and be due at a total annual rental of Thirty-Six Thousand Dollars (\$36,000) to be paid in equal monthly installments on the first day of the month, in advance, to LESSOR, or to such other person, firm or place as LESSOR may, from time to time, designate in writing at least thirty (30) days in advance of any rental payment date by notice given in accordance with Paragraph 22 below. LESSOR acknowledges and agrees that LESSEE's initial payment(s) of rent may not be paid to LESSOR until forty-five (45) days after LESSEE's receipt of a fully-executed Lease from LESSOR.

b. Upon agreement of the Parties, LESSEE may pay rent by electronic funds transfer and in such event, LESSOR agrees to provide to LESSEE bank routing information for such purpose upon request of LESSEE.

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4. UTILITIES. LESSOR shall, at all times during the Term, provide access to electrical service, telephone service and other utility services to the Land Space, including the right of LESSEE to install and maintain a new meterboard and new mesa cabinet, as well as wires, poles, cable, conduits, cable ports and pipes in those areas within the "Utility Connection Path" as shown on Exhibit "A-2" attached hereto. LESSEE shall contract directly for utilities to be used by LESSEE's installation. LESSEE shall be permitted at any time during the Term, to install, maintain and/or provide access to and use of, as necessary (during any power interruption at the Property), a temporary power source, and all related equipment and appurtenances within the Premises, or elsewhere on the Property in such locations as reasonably approved by LESSOR. LESSEE shall have the right to install conduits connecting the temporary power source and related appurtenances to the Premises.

5. EXTENSIONS. Subject to LESSOR's and LESSEE's agreement to renew the same, at the end of the Initial Term, this Lease may be renewed for up to four (4) additional, five (5) year extension terms ("Extension Term"), during which this Lease shall continue on the same covenants, terms and conditions, provided that LESSEE's annual rental shall increase as set forth in Paragraph 6 below. The Initial Term, plus any agreed upon Extension Term(s), are referred to as the "Term". Notwithstanding any other provision of the Lease, LESSOR will provide LESSEE with six (6) months prior notice before terminating this Lease and or requiring LESSEE to cease operations at the site. Should this provision cause the Lease to go beyond the end of the Initial Term or of an Extension Term, the payment provisions for a month-to-month basis shall apply.

6. EXTENSION RENTALS. The annual rental for the first (1st) Extension Term shall be increased to Forty-One Thousand Four Hundred Dollars (\$41,400); the annual rental for the second (2nd) Extension Term shall be increased to Forty-Seven Thousand Six Hundred Ten Dollars (\$47,610); the annual rental for the third (3rd) Extension Term shall be increased to Fifty-Four Thousand Seven Hundred Fifty-One and 50/100 Dollars (\$54,751.50); and the annual rental for the fourth (4th) Extension Term shall be increased to Sixty-Two Thousand Nine Hundred Sixty-Four and 23/100 Dollars (\$62,964.23).

7. TAXES. LESSEE shall have the responsibility to pay any personal property, real estate taxes, assessments, or charges owed on the Property which is the result of LESSEE's use of the Premises and/or the installation, maintenance, and operation of the LESSEE's improvements. LESSEE shall have the right, at its sole option and at its sole cost and expense, to appeal, challenge or seek modification of any tax assessment or billing for which LESSEE is wholly or partly responsible for payment. LESSOR shall reasonably cooperate with LESSEE at LESSEE's expense in filing, prosecuting and perfecting any appeal or challenge to taxes as set forth in the preceding sentence, including but not limited to, executing any consent, appeal or other similar document.

8. USE. LESSEE shall use the Premises for the purpose of constructing, maintaining, repairing and operating a communications facility ("facilities") and uses incidental thereto. Subject to LESSEE's right to make Permitted Alterations without LESSOR's approval: (i) all improvements, equipment, antennas and conduits shall be at LESSEE's expense and their installation and maintenance shall be in conformity with the design plans attached hereto and made part hereof as Exhibit "C" (the "Construction Drawings"), and the engineering reports attached hereto and made part hereof as Exhibit "D", and (ii) LESSEE shall have the right to replace,

repair, add or otherwise modify its utilities, equipment, antennas and/or conduits or any portion thereof and the frequencies over which the equipment operates, whether the equipment, antennas, conduits or frequencies are specified or not on any exhibit attached hereto, during the Term, provided that the plans therefor are approved by LESSOR, that the number of antennas, amplifiers, feedlines, and the loading on the Tower is not increased, and that it does not interfere with existing lessees and their facilities. LESSOR shall take no action which would adversely affect the status of the Property with respect to the proposed use thereof by LESSEE. Construction at the Premises shall be in accordance with the Construction Drawings. All construction, installation, use and operation at and of the Premises by LESSEE shall comply with all applicable rules and regulations of the FCC, FAA, and the regulations of any governmental agency (Local, State Federal) including, but not limited to the requirements of the local planning, zoning and electrical codes of Warren County, Virginia. LESSEE, at its sole cost and expense, shall secure all necessary permits and approvals required to permit the construction and operation at the Premises. LESSOR agrees to cooperate with the LESSEE in any applications or submissions required to permit construction and operation at and of the Premises as described and agreed to herein, provided that LESSOR shall be reimbursed for all reasonable expenses incurred in providing such cooperation.

9. INDEMNIFICATION. LESSEE agrees and binds itself to indemnify, keep and hold harmless LESSOR, its officers, agents and employees free and harmless from any and all claims, causes of action, damages or any liability on account of any injury or damage of any type to any persons or property growing out of or resulting from any act or omission of LESSEE, including but not limited to: (1) LESSEE's use of the public ways or areas of the Property or Premises in connection with this Lease; (2) the acquisition, construction, reconstruction, erection, installation, operation, maintenance, repair or extension of LESSEE's facilities; (3) the LESSEE's exercise of any right or privilege granted by or under this Lease; or (4) the failure, refusal or neglect of LESSEE to perform any duty imposed upon or assumed by LESSEE by or under this Lease; provided, however, that LESSEE shall not be obligated to indemnify or hold LESSOR harmless for any claims, causes of action, damages or any liability on account of any injury or damage to the extent that the same result from or arise out of the negligence or willful misconduct of LESSOR or its employees, agents or contractors. In the event that any suit or proceeding shall be brought against LESSOR, either independently or jointly with LESSEE on account of anything set forth herein, LESSEE, upon notice given to it by LESSOR, will defend LESSOR in any such action or other proceeding, at the cost of the LESSEE; and in the event of any settlement or final judgment being awarded against LESSOR, either independently or jointly with LESSEE, then LESSEE shall pay any such settlement or satisfy any such judgment, and will comply with and such order, pay all reasonable costs and expenses of whatever nature and hold LESSOR, its officers, agents and employees harmless therefrom.

10. INSURANCE. LESSEE agrees that during the Term, at its own cost and expense, LESSEE will maintain (i) commercial general liability insurance with limits of not less than \$5,000,000 combined single limit per occurrence for bodily injury (including death) and for damage or destruction to property and \$5,000,000 general aggregate, including contractual liability subject to standard policy provisions and exclusions, (ii) worker's compensation in compliance with statutory requirements of the State of Virginia and employer's liability with a limit of \$1,000,000 each accident, disease/policy limit, and (iii) if LESSEE operates owned, hired or non-owned vehicles on the property, commercial automobile liability insurance with a limit of not less than \$500,000 combined single limit each accident for bodily injury and property damage.

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LESSEE agrees that the general and automobile liability insurance policies will include LESSOR, its officers and employees, as an additional insured as their interests may appear. LESSEE shall furnish to LESSOR a certificate or certificates of insurance showing the type, amount, effective date(s), and date(s) of expiration. Any required insurance shall be effective prior to the beginning of any work by the LESSEE on the Property or Premises.

11. LIMITATION OF LIABILITY. Except for LESSEE's indemnification obligations under Paragraph 9, neither LESSOR nor LESSEE shall be liable to the other for any damages or any type or loss or interruption of any of the other's business or services caused by its acts, omissions, or actions, whether negligent or otherwise. Furthermore, if LESSEE or LESSOR causes interruption of the business of the other, or otherwise breaches this Lease, to the extent that LESSEE or LESSOR may be held liable to the other, such party's liability shall be limited to only the actual and direct costs, and shall specifically exclude any recovery for value of the business of the other as a going concern, present or future expectation of profits, loss of business or profits, or any other related damages.

12. ACCESS TO TOWER. LESSOR agrees the LESSEE shall have free access to the Land Space and limited access to the Antenna Space at all times for the purpose of installing and maintaining the said equipment. LESSOR shall furnish LESSEE with necessary means of access to the Land Space. It is agreed, however, that only authorized engineers, employees or properly authorized contractors of LESSEE or persons under their direct supervision will be permitted access to Premises.

13. TOWER COMPLIANCE; MAINTENANCE; INSPECTION. LESSOR covenants that it will keep the Tower in good repair as required by all Laws (as defined in Paragraph 30 below). The LESSOR shall also comply with all rules and regulations enforced by the Federal Communications Commission with regard to the lighting, marking and painting of towers.

No materials used by LESSEE in the installation of the antennas or transmission lines will cause corrosion or rust or deterioration of the Tower structure or its appurtenances.

All antenna(s) on the Tower must be identified by a marking fastened securely to its bracket on the Tower and all transmission lines are to be tagged at the conduit opening where it enters LESSEE's Land Space.

Upon request of the LESSOR, LESSEE agrees to relocate its equipment on a temporary basis to another location on the Property, hereinafter referred to as the "Temporary Relocation," at no cost to LESSOR, for the purpose of LESSOR performing maintenance, repair or similar work at the Property or on the Tower provided:

- a. The Temporary Relocation is similar to LESSEE's existing location in size and is fully compatible for LESSEE's use, in LESSEE's reasonable determination;
- b. LESSOR gives LESSEE at least ninety (90) days written notice prior to requiring LESSEE to relocate, and provided LESSOR agrees to use reasonable efforts to perform any such maintenance, repair or similar work in a manner that requires as minimal disruption and/or relocation of LESSEE's equipment as reasonably practical

under the circumstances.

- c. Disruption of LESSEE's use at the Premises is kept to a minimum as reasonably practicable under the circumstances during the relocation and LESSEE is allowed, if necessary, in LESSEE's reasonable determination, to place a temporary installation on the Property during any such relocation; and
- d. Upon the completion of any maintenance, repair or similar work by LESSOR, LESSEE is permitted to return to its original location from the temporary location.

14. INSPECTION. LESSEE shall allow LESSOR or its agent, for the purpose of inspecting the Premises, to enter the Premises or any part thereof at any reasonable time and in a manner so as not to interfere with LESSEE's use of the Premises. Any such inspection shall only be made while LESSOR or its agent is accompanied by a representative of LESSEE. Notwithstanding the foregoing, LESSOR acknowledges that it shall not have access to the interior of LESSEE's equipment cabinets, as the same contain confidential and proprietary technology of LESSEE

15. INTERFERENCE. LESSEE agrees to install equipment of the type and frequency which will not cause harmful interference which is measurable in accordance with then existing industry standards to any equipment of LESSOR or other lessees of the Property which existed on the Property prior to the date this Lease is executed by the Parties. In the event any after-installed LESSEE's equipment causes such interference, and after LESSOR has notified LESSEE in writing of such interference, LESSEE will take all commercially reasonable steps necessary to correct and eliminate the interference, including but not limited to, at LESSEE's option, powering down such equipment and later powering up such equipment for intermittent testing. In no event will LESSOR be entitled to terminate this Lease or relocate the equipment as long as LESSEE is making a good faith effort to remedy the interference issue. LESSOR agrees that LESSOR and/or any lessees of the Property who currently have non-exclusive possession of the Property will be permitted to install only such equipment, after LESSEE installs the equipment described in Exhibit "B", that is of the type and frequency which will not cause harmful interference which is measurable in accordance with then existing industry standards to the then existing equipment of LESSEE. The Parties acknowledge that there will not be an adequate remedy at law for noncompliance with the provisions of this Paragraph and, therefore, either Party shall have the right to equitable remedies, such as, without limitation, injunctive relief and specific performance.

16. REMOVAL AT END OF TERM. LESSEE shall, upon expiration of the Term, or within ninety (90) days after any earlier termination of the Lease, remove its building(s), antenna(s), equipment, conduits, fixtures and all personal property and restore the Premises to its original condition, reasonable wear and tear and casualty damage excepted. LESSOR agrees and acknowledges that all of the equipment, conduits, fixtures and personal property of LESSEE shall remain the personal property of LESSEE and LESSEE shall have the right to remove the same at any time during the Term, whether or not said items are considered fixtures and attachments to real property under applicable Laws. If such time for removal causes LESSEE to remain on the Premises after termination of this Lease, LESSEE shall pay rent at the then existing monthly rate

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or on the existing monthly pro-rata basis if based upon a longer payment term, until such time as the removal of the building, antenna structure, fixtures and all personal property are completed.

17. HOLDOVER. LESSEE has no right to retain possession of the Premises or any part thereof beyond the expiration of that removal period set forth in Paragraph 15 herein, unless the Parties are negotiating a new lease or lease extension in good faith. In the event that the Parties are not in the process of negotiating a new lease or lease extension in good faith, LESSEE holds over in violation of Paragraph 15 and this Paragraph 16, then the rent then in effect payable from and after the time of the expiration or earlier removal period set forth in Paragraph 16 shall be equal to the rent applicable during the month immediately preceding such expiration or earlier termination.

18. QUIET ENJOYMENT. LESSOR covenants that LESSEE, on paying the rent and performing the covenants herein, shall peaceably and quietly have, hold and enjoy the non-exclusive use of Premises.

19. TITLE; EASEMENT FOR TELECOMM PURPOSE. LESSOR represents and warrants to LESSEE as of the execution date of this Lease, and covenants during the Term that LESSOR is seized of good and sufficient title and interest to the Property and has full authority to enter into and execute this Lease. LESSOR further covenants during the Term that there are no liens, judgments or impediments of title on the Property, or affecting LESSOR's title to the same and that there are no covenants, easements or restrictions which prevent or adversely affect the use or occupancy of the Premises by LESSEE as set forth above. To the extent that LESSOR grants to a third party by easement or other legal instrument an interest in and to that portion of the Tower and/or Property occupied by LESSEE for the purpose of operating and maintaining communications facilities or the management thereof and in conjunction therewith, assigns this Lease to said third party, LESSOR shall not be released from its obligations to LESSEE under this Lease, and LESSEE shall have the right to look to LESSOR and the third party for the full performance of this Lease.

20. INTEGRATION. It is agreed and understood that this Lease contains all agreements, promises and understandings between LESSOR and LESSEE and that no verbal or oral agreements, promises or understandings shall be binding upon either LESSOR or LESSEE in any dispute, controversy or proceeding at law, and any addition, variation or modification to this Lease shall be void and ineffective unless made in writing signed by the Parties. In the event any provision of the Lease is found to be invalid or unenforceable, such finding shall not affect the validity and enforceability of the remaining provisions of this Lease. The failure of either Party to insist upon strict performance of any of the terms or conditions of this Lease or to exercise any of its rights under the Lease shall not waive such rights and such Party shall have the right to enforce such rights at any time and take such action as may be lawful and authorized under this Lease, in law or in equity.

21. GOVERNING LAW. This Lease and the performance thereof shall be governed, interpreted, construed and regulated by the Laws of the State of Virginia.

22. ASSIGNMENT. This Lease may be sold, assigned or transferred by the LESSEE without any approval or consent of the LESSOR to the LESSEE's principal, affiliates, subsidiaries

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of its principal or to any entity which acquires all or substantially all of LESSEE's assets in the market defined by the Federal Communications Commission in which the Property is located by reason of a merger, acquisition or other business reorganization. As to other parties, this Lease may not be sold, assigned or transferred without the written consent of the LESSOR. No change of stock ownership, partnership interest or control of LESSEE or transfer upon partnership or corporate dissolution of LESSEE shall constitute an assignment hereunder.

23. NOTICES. All notices hereunder must be in writing and shall be deemed validly given if sent by certified mail, return receipt requested or by commercial courier, provided the courier's regular business is delivery service and provided further that it guarantees delivery to the addressee by the end of the next business day following the courier's receipt from the sender, addressed as follows (or any other address that the Party to be notified may have designated to the sender by like notice):

LESSOR: The Town of Front Royal
102 E. Main Street
Town Administration Building
Front Royal, Virginia 22630

LESSEE: Cellco Partnership d/b/a Verizon Wireless
180 Washington Valley Road
Bedminster, New Jersey 07921
Attention: Network Real Estate

Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing.

24. SUCCESSORS. This Lease shall extend to and bind the heirs, personal representative, successors and assigns of the Parties hereto.

25. DEFAULT.

a. In the event there is a breach by LESSEE with respect to any of the provisions of this Lease or its obligations under it, including the payment of rent, LESSOR shall give LESSEE written notice of such breach. After receipt of such written notice, LESSEE shall have fifteen (15) days in which to cure any monetary breach and thirty (30) days in which to cure any non-monetary breach, provided LESSEE shall have such extended period as may be required beyond the thirty (30) days if the nature of the cure is such that it reasonably requires more than thirty (30) days and LESSEE commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion. LESSOR may not maintain any action or effect any remedies for default against LESSEE unless and until LESSEE has failed to cure the breach within the time periods provided in this Paragraph.

b. In the event there is a breach by LESSOR with respect to any of the provisions of this Lease or its obligations under it, LESSEE shall give LESSOR written notice of such breach. After receipt of such written notice, LESSOR shall have thirty (30) days in which to cure any such breach, provided LESSOR shall have such extended period as may be required

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beyond the thirty (30) days if the nature of the cure is such that it reasonably requires more than thirty (30) days and LESSOR commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion. LESSEE may not maintain any action or effect any remedies for default against LESSOR unless and until LESSOR has failed to cure the breach within the time periods provided in this Paragraph. Notwithstanding the foregoing to the contrary, it shall be a default under this Lease if LESSOR fails, within fifteen (15) days after receipt of written notice of such breach, to perform an obligation required to be performed by LESSOR if the failure to perform such an obligation interferes with LESSEE's ability to conduct its business on the Property; provided, however, that if the nature of LESSOR's obligation is such that more than fifteen (15) days after such notice is reasonably required for its performance, then it shall not be a default under this Lease if performance is commenced within such fifteen (15) day period and thereafter diligently pursued to completion.

26. REMEDIES. In the event of a default by either Party with respect to a material provision of this Lease, without limiting the non-defaulting Party in the exercise of any right or remedy which the non-defaulting Party may have by reason of such default, the non-defaulting Party may terminate the Lease and/or pursue any remedy now or hereafter available to the non-defaulting Party under the Laws or judicial decisions of the state in which the Premises are located; provided, however, LESSOR shall use reasonable efforts to mitigate its damages in connection with a default by LESSEE.

27. ENVIRONMENTAL. LESSOR will be responsible for all obligations of compliance with any and all environmental and industrial hygiene laws, including any regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene conditions or concerns as may now or at any time hereafter be in effect, that are or were in any way related to activity now conducted in, on, or in any way related to the Tower or Property, unless such conditions or concerns are caused by the specific activities of LESSEE in the Premises.

28. CASUALTY. In the event of damage by fire or other casualty to the Tower or Premises that cannot reasonably be expected to be repaired within sixty (60) days following same or, if the Property is damaged by fire or other casualty so that such damage may reasonably be expected to disrupt LESSEE's operations at the Premises for more than sixty (60) days, then LESSEE may, at any time following such fire or other casualty, provided LESSOR has not completed the restoration required to permit LESSEE to resume its operation at the Premises, terminate this Lease upon fifteen (15) days prior written notice to LESSOR. Any such notice of termination shall cause this Lease to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of this Lease and the Parties shall make an appropriate adjustment, as of such termination date, with respect to payments due to the other under this Lease. Notwithstanding the foregoing, the rent shall abate during the period of repair following such fire or other casualty in proportion to the degree to which LESSEE's use of the Premises is impaired.

29. CONDEMNATION. In the event of any condemnation of all or any portion of the Property, this Lease shall terminate as to the part so taken as of the date the condemning authority takes title or possession, whichever occurs first. If as a result of a partial condemnation of the Premises or Tower, LESSEE, in LESSEE's sole discretion, is unable to use the Premises for the

SITE NAME: Nineveh

purposes intended hereunder, or if such condemnation may reasonably be expected to disrupt LESSEE's operations at the Premises for more than sixty (60) days, LESSEE may, at LESSEE's option, to be exercised in writing within fifteen (15) days after LESSOR shall have given LESSEE written notice of such taking (or in the absence of such notice, within fifteen (15) days after the condemning authority shall have taken possession) terminate this Lease as of the date the condemning authority takes such possession. LESSEE may on its own behalf make a claim in any condemnation proceeding involving the Premises for losses related to the equipment, conduits, fixtures, its relocation costs and its damages and losses (but not for the loss of its leasehold interest). Any such notice of termination shall cause this Lease to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of this Lease and the Parties shall make an appropriate adjustment as of such termination date with respect to payments due to the other under this Lease. If LESSEE does not terminate this Lease in accordance with the foregoing, this Lease shall remain in full force and effect as to the portion of the Premises remaining, except that the rent shall be reduced in the same proportion as the area of the Premises taken bears to the total area of the Premises. In the event that this Lease is not terminated by reason of such condemnation, LESSOR shall promptly repair any damage to the Premises caused by such condemning authority.

30. SUBMISSION OF LEASE/PARTIAL INVALIDITY/AUTHORITY. This Lease becomes effective only upon the full execution of this Lease by the Parties. If any provision herein is declared invalid by a court of law, it shall be considered deleted from this Lease and shall not invalidate the remaining provisions of this Lease. Each of the Parties hereto warrants to the other that the person or persons executing this Lease on behalf of such Party has the full right, power and authority to enter into and execute this Lease on such Party's behalf and that no consent from any other person or entity is necessary as a condition precedent to the legal effect of this Lease.

31. APPLICABLE LAWS. During the Term, LESSOR shall maintain the Property and all structural elements of the Premises in compliance with all applicable laws, rules, regulations, ordinances, covenants, easements, zoning and land use regulations, and restrictions of record (collectively "Laws"). LESSEE shall, in respect to the condition of the Premises and at LESSEE's sole cost and expense, comply with (a) all Laws relating solely to LESSEE's specific and unique nature of use of the Premises; and (b) all building codes requiring modifications to the Premises due to the improvements being made by LESSEE in the Premises.

32. SURVIVAL. Any provisions of this Lease which require performance subsequent to the termination or expiration of this Lease shall also survive such termination or expiration.

33. CAPTIONS. The captions contained in this Lease are inserted for convenience only and are not intended to be part of the Lease. They shall not affect or be utilized in the construction or interpretation of the Lease.

34. EARLY TERMINATION. Notwithstanding anything herein to the contrary, LESSEE shall have the right to terminate this Lease without penalty by providing LESSOR not less than six (6) months prior written notice at any time after the end of the Initial Term if LESSEE determines in good faith that the Premises are no longer technically compatible for its use. The following events or circumstances, while not exhaustive, are examples of what might cause LESSEE to make a determination of technical incompatibility: (i) due to changes in technology or

SITE NAME: Nineveh

LESSEE's network, the rad center for LESSEE's antennas on the Tower is too high or too low for the effective operation of the Premises as part of LESSEE's communications network, (ii) due to changes in technology utilized in LESSEE's network, the Tower cannot accommodate (for structural or technical reasons) the type of equipment that LESSEE desires to operate at the Premises, (iii) improvements constructed on nearby properties are blocking, in whole or in part, LESSEE's transmissions or reception of radio frequencies, and/or (iv) LESSEE's equipment is suffering frequency interference from sources not anticipated as of the date of this Lease. The written notice will contain a detailed description of the technical incompatibility claimed by LESSEE.

[Signature page follows]

SITE NAME: Nineveh

IN WITNESS WHEREOF, the Parties hereto have set their hands and affixed their respective seals the day and year first above written.

WITNESS:

LESSOR:

THE TOWN OF FRONT ROYAL

By: _____

Name: _____

Title: _____

Date: _____

WITNESS:

LESSEE:

CELLCO PARTNERSHIP

d/b/a Verizon Wireless

By: _____

David R. Heverling

Area Vice President Network

Date: _____

APPROVED AS TO FORM:

Douglas W. Napier, Town Attorney

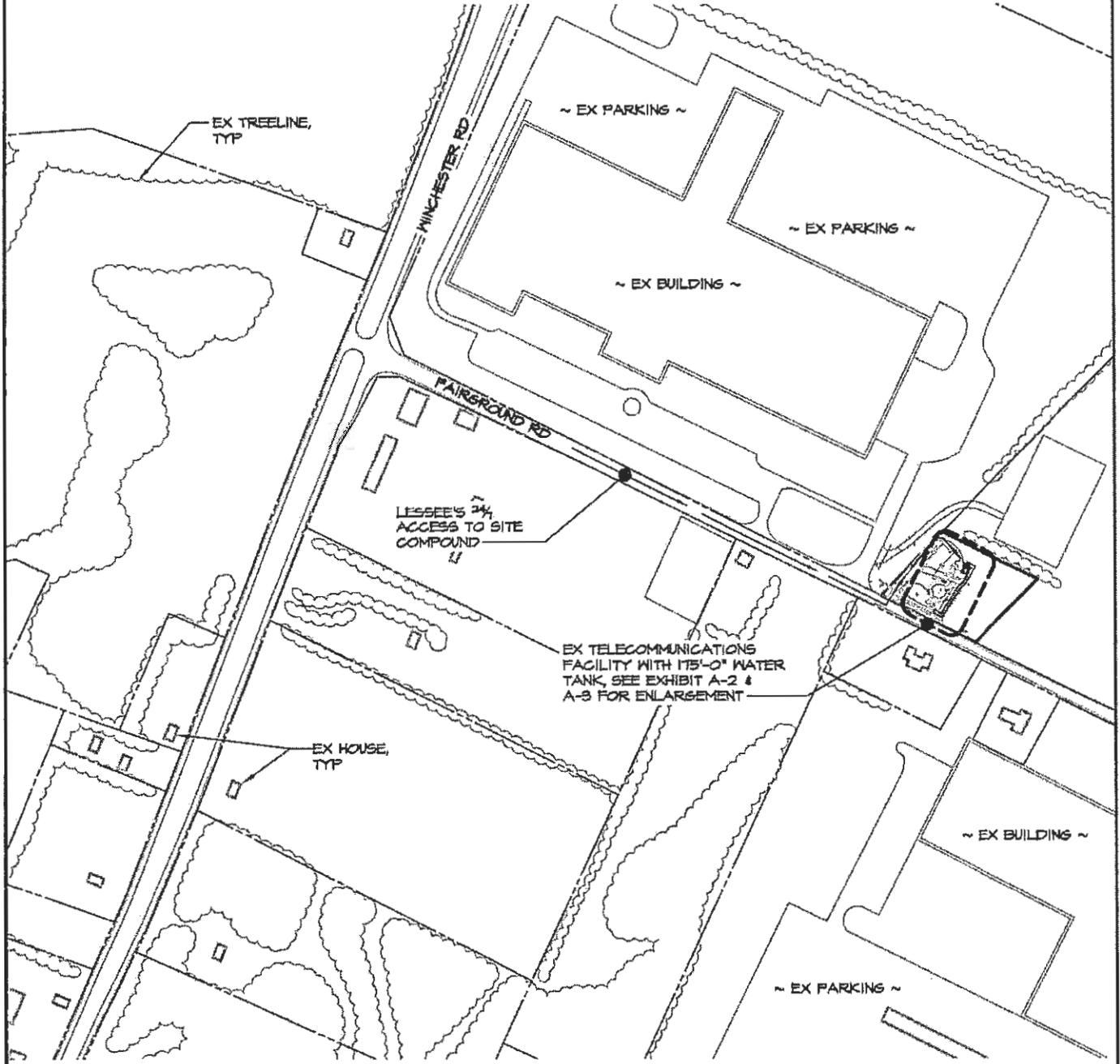
SITE NAME: Nineveh

EXHIBIT "A"

Premises

[see attached]

EXHIBIT A-1



SITE PLAN

SCALE: 1" = 500'-0"

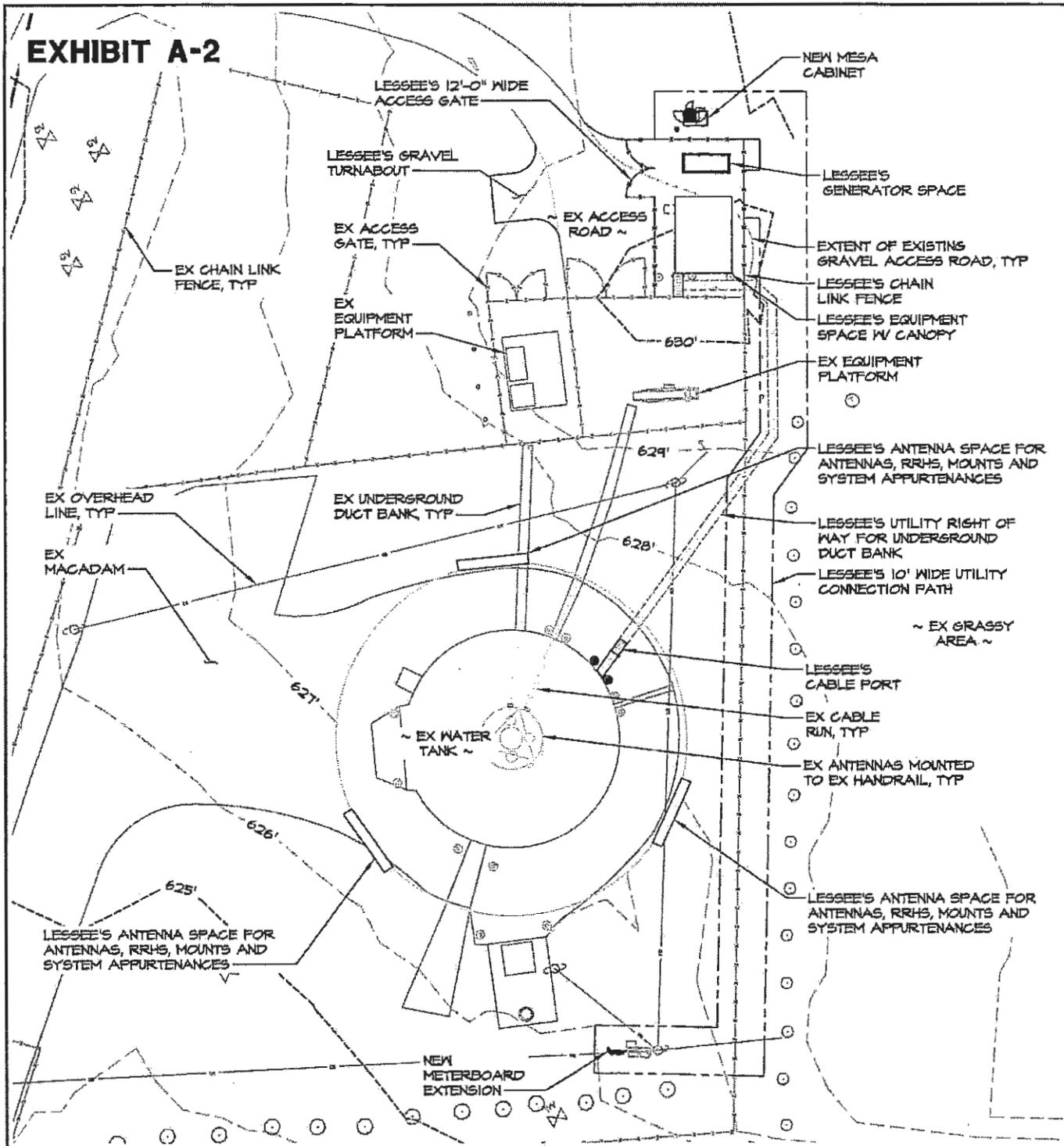


MORRIS & RITCHIE ASSOCIATES, INC.
 ENGINEERS, PLANNERS, SURVEYORS AND LANDSCAPE ARCHITECTS
 1220-C East Joppa Road, Suite 505
 Towson, Maryland 21286
 (410) 821-1690
 Fax (410) 821-1748

NINEVEH
 401 FAIRGROUND RD
 FRONT ROYAL, VA 22630
 WARREN COUNTY

SCALE: AS NOTED	DATE: 03/23/15	DRAWN BY: JDO	DESIGN BY: RJD	REVIEW BY: BES	JOB NO.: 10427.1358
--------------------	-------------------	------------------	-------------------	-------------------	------------------------

EXHIBIT A-2



ENLARGED SITE PLAN

SCALE: 1" = 30'-0"

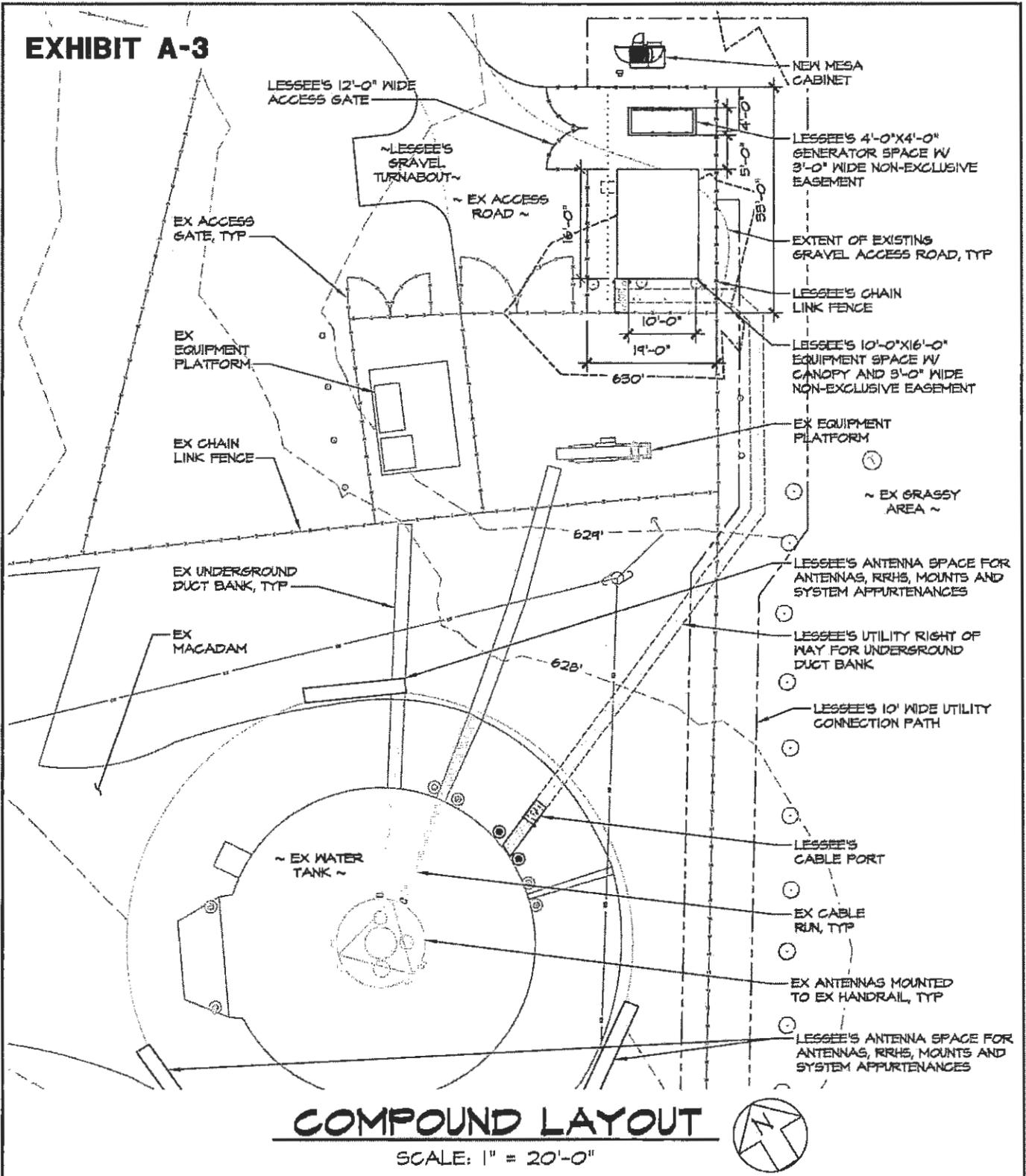


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NINEVEH
 401 FAIRGROUND RD
 FRONT ROYAL, VA 22630
 WARREN COUNTY

SCALE: AS NOTED	DATE: 03/23/15	DRAWN BY: JDO	DESIGN BY: RJD	REVIEW BY: BES	JOB NO.: 10427.1358
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EXHIBIT A-3



COMPOUND LAYOUT

SCALE: 1" = 20'-0"



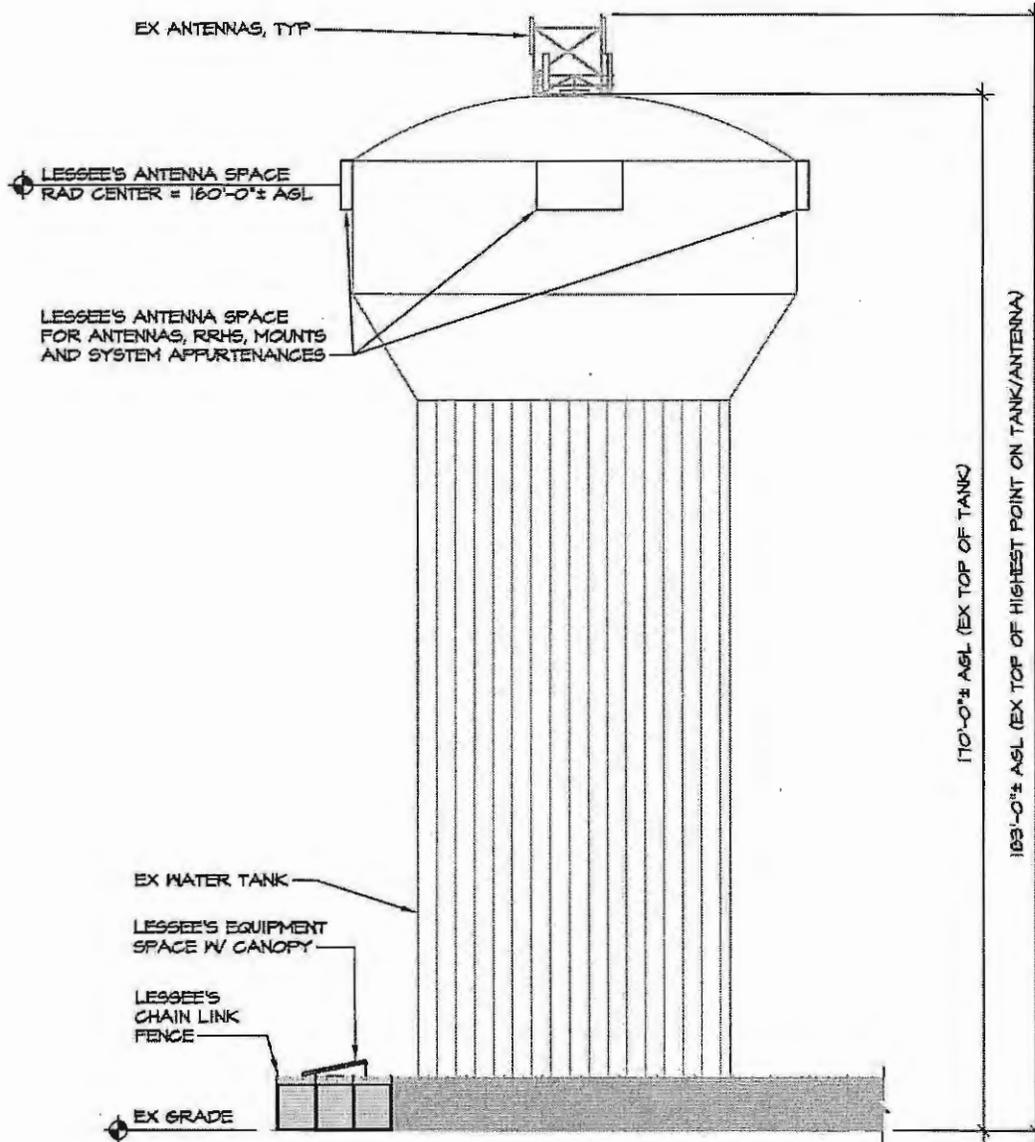
MORRIS & RITCHIE ASSOCIATES, INC.
ENGINEERS, PLANNERS, SURVEYORS AND LANDSCAPE ARCHITECTS

1220-C East Joppa Road, Suite 505
Towson, Maryland 21286
(410) 821-1690
Fax (410) 821-1748

NINEVEH
401 FAIRGROUND RD
FRONT ROYAL, VA 22830
WARREN COUNTY

SCALE: AS NOTED	DATE: 03/23/15	DRAWN BY: JDO	DESIGN BY: RJD	REVIEW BY: BES	JOB NO.: 10427.1358
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EXHIBIT A-4



TANK NORTH ELEVATION

SCALE: NTS



MORRIS & RITCHE ASSOCIATES, INC.
ENGINEERS, PLANNERS, SURVEYORS AND LANDSCAPE ARCHITECTS
1220-C East Joppa Road, Suite 505
Towson, Maryland 21286
(410) 821-1690
Fax (410) 821-1748

NINEVEH
401 FAIRGROUND RD
FRONT ROYAL, VA 22630
WARREN COUNTY

SCALE: AS NOTED	DATE: 03/23/15	DRAWN BY: JDO	DESIGN BY: RJD	REVIEW BY: BES	JOB NO.: 10427.1358
--------------------	-------------------	------------------	-------------------	-------------------	------------------------

EXHIBIT "B"

LESSEE's Equipment

LESSEE is authorized to install and maintain the following equipment along with mounts therefor and other appurtenant and accessory equipment:

Antennas, RRHs, TMAs, Diplexers & Cables:

Up to twelve (12) panel antennas of various dimensions on the Water Tower

Up to twelve (12) remote radio heads, or similar, on the Water Tower

Up to three (3) distribution boxes on the Water Tower

Up to three (3) hybridflex cables, or similar, not to exceed 1-1/4" diameter each, running between the Land Space and the Antenna Space, together with any conduit, pipes, cable ports, trays and ducts therefor

Up to twelve (12) pipe mounts at the top of the Water Tower

Up to two (2) GPS units

Equipment Building and Generator:

10' W x 16' L Equipment Platform with canopy

110 Gallon Back-up Diesel Generator

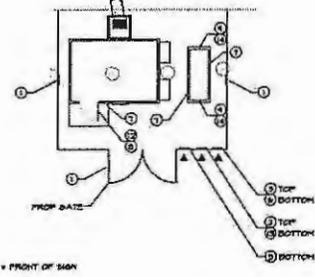
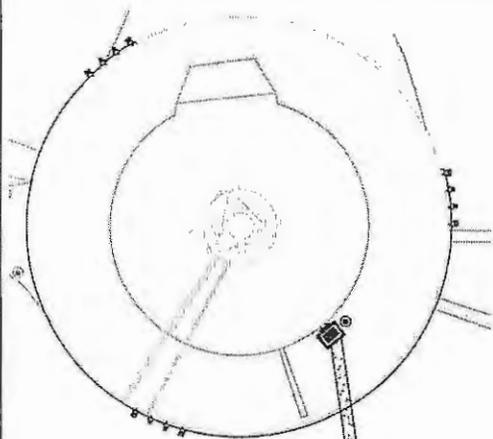
SITE NAME: Nineveh

EXHIBIT "C"

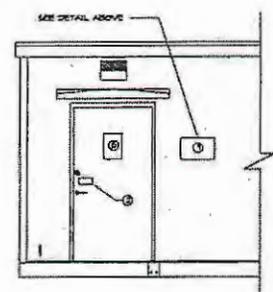
Construction Drawings

[see attached]

A B C D E F G H J K L M N P Q R



TOWER SITE COMPOUND SIGN PLACEMENT
SCALE: NOT TO SCALE



12'X17' SHELTER ENTRANCE SIGNAGE
SCALE: NOT TO SCALE



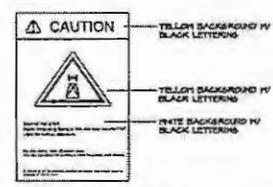
1 NO-TRESPASSING SIGN
18" HIGH X 24" WIDE



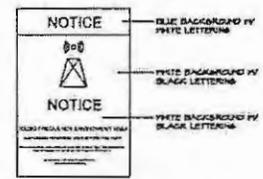
2 VERIZON WIRELESS-SITE ID SIGN
18" HIGH X 24" WIDE



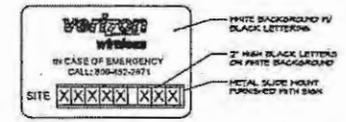
3 NOTICE-RPE SIGN
12" HIGH X 18" WIDE



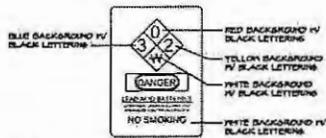
5 CAUTION-RPE SIGN (YELLOW)
12" HIGH X 18" WIDE



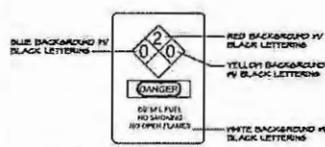
6 NOTICE-RPE SIGN (BLUE)
12" HIGH X 18" WIDE



7 VERIZON WIRELESS-SITE ID SIGN
12" HIGH X 18" WIDE



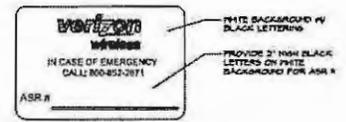
8 DANGER - LEAD ACID BATTERIES
(SHELTER/ BATTERY MOD
OUTDOOR CABINETS)
18" HIGH X 14" WIDE



9 DANGER - DIESEL FUEL
18" HIGH X 14" WIDE



10 EMERGENCY RESPONSE SIGN
18" HIGH X 26" WIDE



11 VERIZON WIRELESS-ASR SIGN
12" HIGH X 18" WIDE



12 NO SMOKING SIGNAGE
12" HIGH X 24" WIDE

TYPICAL SIGNS AND SPECIFICATIONS
NOT TO SCALE

SIGNAGE NOTES:

1. VERIZON WIRELESS CONSTRUCTION MANAGER WILL PROVIDE ALL SIGNAGE REQUIRED FOR SITE.
2. UNDER THE DIRECTION OF THE VERIZON WIRELESS CONSTRUCTION MANAGER THE GENERAL CONTRACTOR WILL INSTALL THE SIGNS.



MORRIS & RITCHIE ASSOCIATES, INC.
Civil/Structural Engineers
10000 West River Road, Suite 100
Falls Church, VA 22041
703-261-1700



Verizon wireless
NINEVEH
401 FAIRGROUND ROAD
FRONT ROYAL, VIRGINIA 22630 (WARREN COUNTY)

REVISIONS:

NO.	DESCRIPTION	DATE

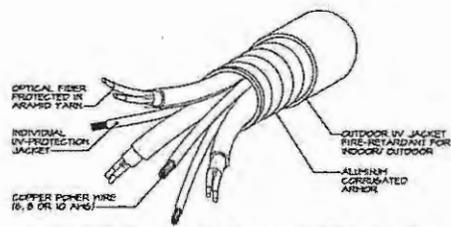
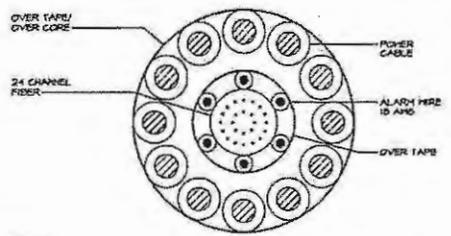
DESIGNED BY: SY
PROJECT NO: 16471.MRA
DATE: 1/14/2014
SCALE: AS NOTED

TITLE:
Site Signage

SHEET:
C-3



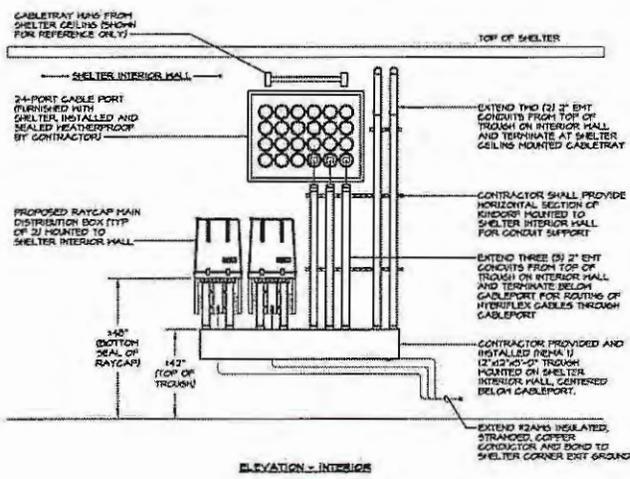
A B C D E F G H J K L M N P Q R



HYBRIFLEX CABLE CONSTRUCTION
NO SCALE

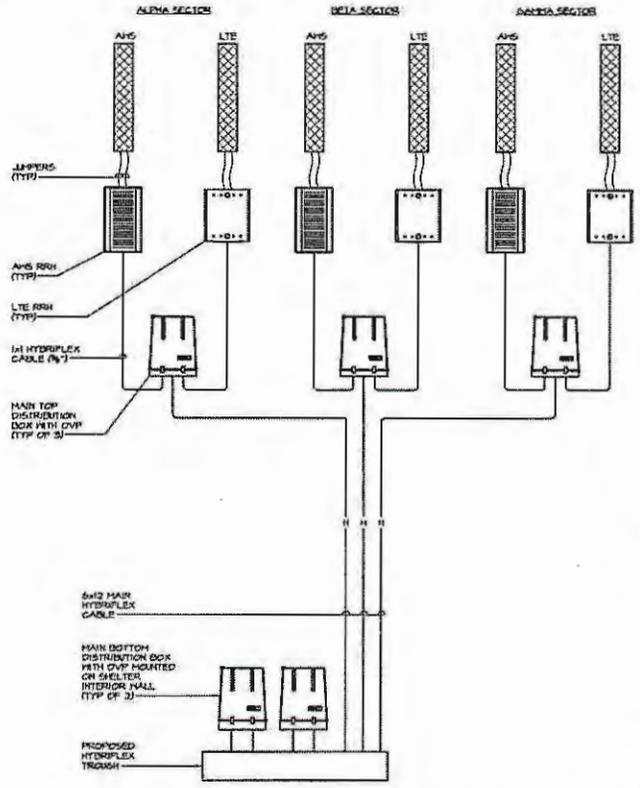
- NOTES**
1. USED FROM MAIN BOTTOM DISTRIBUTION BOX TO MAIN TOP DISTRIBUTION BOX
 2. 6 PAIRS OF 76 OR 76 AWG DC WIRE 12 PAIRS NEEDED FOR TODAY, 3 PAIRS FOR FUTURE GROWTH
 3. 12 PAIRS OF 54 FIBER (3 PAIRS NEEDED FOR TODAY, 3 PAIRS FOR FUTURE GROWTH, 6 PAIRS ARE SPARES)
 4. 3 PAIRS OF 12 AWG ALARM WIRE

DETAIL - 6x12 HYBRIFLEX CABLE (1 1/4")
NO SCALE

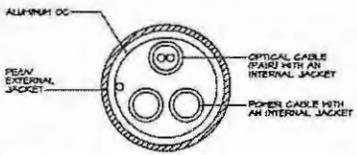


- NOTES**
1. ALL RAYCAP MAIN DISTRIBUTION BOXES SHALL BE MOUNTED AT 48" A.F.F. MEASURED AT LID GASKET SEALS NO OBSTRUCTIONS DIRECTLY ABOVE THE DISTRIBUTION BOX SO THAT THE COVER CAN BE REMOVED.
 2. ALL UNISUIT (STAINLESS, GRADE 316) SHALL BE SIZED TO ACCOMMODATE BOTH CONDUIT INSTALLS, 12" MINIMUM.
 3. ALL HARDWARE SHALL BE STAINLESS STEEL.
 4. ALL INDOOR CONDUIT SHALL BE EMT.
 5. THE TROUGH SHALL BE 12" X 24" X 2" NEMA 1 GLASS.
 6. REMOVE TWO (2) 2 1/2" BLACK HYBRIFLEX CABLE COMPRESSION FITTINGS SUPPLIED WITH THE RAYCAP BOX AND INSTALL TWO (2) 2 1/2" ENT WITH COMPRESSION CONNECTORS AND BUSHINGS BETWEEN THE RAYCAP BOX AND THE TOP OF THE TROUGH.
 7. EXTEND 12 AWG INSULATED, STRANDED COPPER CONDUCTOR BOLTED FROM BASE AND BOND TO SHELTER CORNER EMT GROUND.
 8. ALL STRAPS SHALL BE TERMINATED INSIDE OF SHELTER AND BOND TO MAIN BOTTOM DISTRIBUTION BOX FOR ALL USE.
 9. VERIZON WIRELESS SUPPLIED PEEL AND STICK LABEL READING "VERIZON WIRELESS" TO BE INSTALLED ON RAYCAP DISTRIBUTION BOX MOUNTED ON SHELTER INTERIOR MALL.

DETAIL - SHELTER MOUNTED RAYCAP BOX
NO SCALE

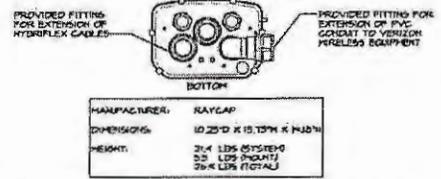
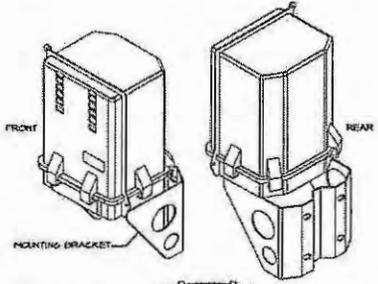


DETAIL - WATER TANK HYBRIFLEX DIAGRAM
NO SCALE



- NOTES**
1. USED FROM MAIN TOP DISTRIBUTION BOX TO EACH RSH
 2. 1 PAIR OF 76 AWG DC WIRE
 3. 1 PAIR OF 54 FIBER
 4. SHORT LENGTHS (8-14 FEET)

DETAIL - 1x1 HYBRIFLEX CABLE (5/8")
NO SCALE



MANUFACTURER:	RAYCAP
DIMENSIONS:	10.25" D X 15.125" X 14.25"
HEIGHT:	2 1/4" LID (57.5x18.8) 3.0" LID (59.5x17.1) 2 1/4" LID (57.5x18.8)

DETAIL - MAIN DISTRIBUTION BOX
NO SCALE

TELECENT ENGINEERING INC.
1700 W. JARRETTVILLE ROAD
JARRETTVILLE, MD 20884
TEL: 301-581-9100
FAX: 301-581-9103
WWW.TE-ENG.COM



Verizon Wireless
NINEVAH
401 FAIRBANK ROAD, FRONT ROTAL
NUMBER COUNTY, VIRGINIA, 22960

REVISIONS:	NO.	DESCRIPTION	DATE

PERM: DWG 102474
LAST REV: PRODUCT NO: 131261
DATE: JAN. 24, 2014
SCALE: AS NOTED
TITLE: HYBRIFLEX DETAILS AND DIAGRAM

SHEET: **E-8**

SITE NAME: Nineveh

EXHIBIT "D"

Tank Industry Consultants "Antenna Installation Review Report"

and

Morris & Ritchie Associates, Inc. "Water Tank Evaluation"

[see attached]

TIC

TANK INDUSTRY CONSULTANTS

7740 West New York Street
Indianapolis, Indiana 46214
317 / 271-3100 - Phone
317 / 271-3300 - FAX

Bolingbrook, Illinois
630 / 226-0745

El Paso, Texas
915 / 790-0790

Houston, Texas
281 / 367-3511

Pittsburgh, Pennsylvania
412 / 262-1586

April 28, 2014

Dynis – A MasTec Company
9030 Mendenhall Court, Suite H
Columbia, Maryland 21045
Attn: Ms. Ginger Beaudoin

Subject: Antenna Installation Review Report
1,000,000 Gallon Fairground Road Fluted Pedestal Tank
Nineveh Tank, 401 Fairground Road
Town of Front Royal, Virginia
TIC Project 14.082.E1484.002

Ms. Beaudoin,

In fulfillment of Tank Industry Consultants (TIC) proposal of March 21, 2014, this letter report will summarize TIC's review of Morris & Ritchie Associates, Inc. "Water Tank Evaluation", dated March 10, 2014. Morris & Ritchie performed a structural analysis to evaluate the effects on the 401 Fairground Road water tank of proposed new antenna equipment. The proposed new antenna equipment was shown on the following Verizon Drawings dated 1/14/2014.

INTRODUCTION

The following documents were reviewed by TIC in preparing this summary report:

- CS-1: Site Location and Vicinity Plan, Index of Drawings and Code Analysis
- C-1: Site Plan
- C-2: Site Details
- C-3: Site Signage
- S-1: Structure Details
- S-2: Structural Details and Notes
- E-1: Electrical Specifications, Panel Schedule, and Symbols List
- E-2: Power Site Plan, Power Riser, and Notes
- E-3: Grounding Site Plan and Notes
- E-4: Details
- E-5: Details
- E-6: Telco Details
- E-7: Sector Plan and Ductbank Details
- E-8: Hybriflex Details and Diagram.

As described in our March 21, 2014 proposal letter, TIC reviewed the Structural Evaluation Report for the antenna installation on the tank to assess the overall structural effects of the new antennas and also performed Design Review Services to review the methods of mounting the antennas on the tank for potential interferences to the operation and maintenance of the tank. Our conclusions and recommendations with respect to these topics are summarized as follows.

CONCLUSIONS

Structural Evaluation Review

TIC concludes that the structural analysis performed by Morris & Ritchie is consistent with the existing antenna equipment on the tank as well as the proposed new antenna equipment. TIC concurs with Morris & Ritchie's conclusions and recommendations. Note that the review of the structural analysis and the design of the antenna supports to the existing structures assumes that the existing structure has not deteriorated or been damaged since its construction. TIC sees no reason not to accept the structural analysis by Morris & Ritchie.

Design Review Services

TIC concludes that the Verizon drawings are acceptable, providing that the following comments are addressed:

- 1) The installation Contractor must comply with all requirements of the Verizon drawings, including but not limited to the notes on Drawing CS-1 and the construction details on Drawing S-1. Installation of antenna equipment will damage the coatings on the tank and will lead to corrosion and potential failure of these components if not properly repaired. The Contractor must exercise care in the installation of the equipment and repair any damage to the coatings on the inside and outside of the tank.
- 2) Any cables associated with the installation of the new antenna equipment must be routed and attached to the tank so as not to obstruct access to the tank or create a safety risk. In particular, access to ladders and inspection openings must not be obstructed by the cables. Cables must be securely attached using devices designed for the purpose of routing and securing cable runs.

RECOMMENDATIONS

Structural Evaluation

Installation of the proposed new antenna equipment may proceed in accordance with the Verizon drawings without additional structural modifications to the tank or roof handrail. Any deterioration or structural damage to the existing tank should be reported to the Engineer of Record before proceeding with the proposed antenna installation.

Design Review Services

Any new cables associated with the installation of the new antenna equipment should be installed using existing cable trays and mounting devices. All antenna cables should be removed and temporarily supported whenever re-coating of the tank is performed. Note that any cables,

galvanized metal, and/or thin gage metal items may be damaged by abrasive blast cleaning anytime that tank maintenance or repainting activities occur. For this reason, TIC recommends that antenna and wireless carriers remove their equipment when the tank is next repainted, or if removal is not feasible, that such items be adequately protected from damage.

TIC recommends that a visual inspection be performed immediately following any severe storm or extreme high wind conditions, such as those due to a tornado or hurricane, as antenna equipment, mountings and cable trays/ladders have been known to experience damage in such extreme conditions. Loose or broken components can become projectiles in these high wind conditions.

Please contact me at (630) 226-0745 or lieb@tankindustry.com if there are any questions on the above.

Sincerely,

Tank Industry Consultants

John M. Lieb

John M. Lieb, P.E.
Chief Engineer

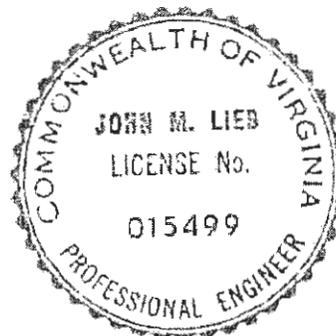
Cc: Stephen W. Meier, P.E., S.E./Gregory R. "Chip" Stein, P.E. – TIC Indianapolis
Sabrina Fleming – TIC Bolingbrook

PROFESSIONAL ENGINEER'S CERTIFICATION

I hereby certify that this report was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer under the laws of the State of Virginia.

John M. Lieb
John M. Lieb, P.E.

Date: *April 28, 2014*



MORRIS & RITCHIE ASSOCIATES, INC.

ENGINEERS, ARCHITECTS, PLANNERS, SURVEYORS,
AND LANDSCAPE ARCHITECTS

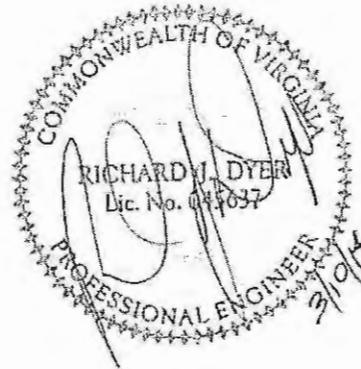


Water Tank Evaluation

Nineveh

401 Fairground Road
Front Royal, Warren County, Virginia 22630
Proposed Verizon Wireless Installation

March 10, 2014



Prepared For:

Verizon Wireless
9000 Junction Drive
Annapolis Junction, MD 20701

MRA Job Number: 10427.1358

1220-C East Joppa Road, Suite 505, Towson, Maryland 21286 Tel: (410) 821-1690 Fax: (410) 821-1748

Abingdon, MD • Laurel, MD • Towson, MD • Georgetown, DE • New Castle, DE • Sterling, VA • Williston, ND
(410) 515-9000 (410) 792-9792 (410) 821-1690 (302) 855-5734 (302) 326-2200 (703) 674-0161 (701) 609-5250

Visit us on the web at www.mragta.com

MORRIS & RITCHIE ASSOCIATES, INC.

ENGINEERS, ARCHITECTS, PLANNERS, SURVEYORS,
AND LANDSCAPE ARCHITECTS



March 10, 2014

Mr. Joe Joyce, P.E.
Verizon Wireless
9000 Junction Drive
Annapolis Junction, MD 20701

Re: Verizon Wireless - Nineveh
401 Fairground Road
Front Royal, Warren County, Virginia 22630
Latitude: 39° 00' 20.34", Longitude: -78° 09' 43.11"
MRA Project No. 10427.1358
Structural Evaluation for Verizon Wireless Installation

Dear Joe:

As requested, Morris & Ritchie Associates, Inc. (MRA) has completed our structural evaluation of the existing 1,000,000 gallon water tank at the above referenced site. The objective of MRA's evaluation was to determine if the existing water tank can structurally support the proposed Verizon Wireless installation and meet the requirements of the 2009 Virginia Uniform Statewide Building Code, the 2009 International Building Code (IBC 2009), the ANSI/TIA-222-G-2-2009 Standard, and the AISC Manual of Steel Construction, Load and Resistance Factored Design.

The structural evaluation of the water tank has been based upon the following information:

- Antenna design and plumbing diagram by Verizon Wireless, location name: Nineveh – FR Water Tank, undated.
- Survey, performed by MRA, dated December 12, 2013.
- Tank mapping, performed by Teltronic Towers Inc. for MRA, dated November 1, 2013.

For a complete list of all existing and proposed appurtenances used in this evaluation refer to the table appended to this report.

We have performed an evaluation of the water tank in the existing and original (as-built tank, with no wireless installations) configurations and compared them against the proposed configuration. We have evaluated the tank based on our extensive experience with similar structures. Based on this comparison, we have determined the following increases in foundation reactions between both the original and existing to the proposed configurations, as indicated in the table below:

COMPONENT	PERCENTAGE INCREASE OVER EXISTING	PERCENTAGE INCREASE OVER ORIGINAL
Total Shear	1.4%	3.4%
Overturning Moment	2.5%	6.6%

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(410) 515-9000 (410) 792-9792 (410) 821-1690 (302) 855-5734 (302) 326-2200 (703) 674-0161 (701) 609-3250

Visit us on the web at www.mragta.com

Calculations regarding these foundation reaction increases are attached to this letter.

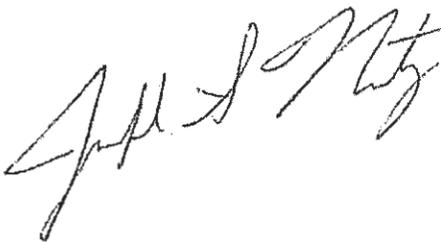
The increase in the foundation reactions will be slight, as seen from our comparison above, due to the minimal size of the proposed installation and the size of the overall tank structure. Per the requirements of the International Building Code 2009 Section 3403.4 Existing Structural Elements Carrying Lateral Load:

"Where the addition is not structurally independent of the existing structure, the existing structure and its addition acting together as a single structure shall be shown to meet the requirements of Sections 1609 and 1613; Exception: "Any existing lateral load-carrying structural element whose demand-capacity ratio with the addition considered is no more than 10 percent greater than its demand-capacity ratio with the addition ignored shall be permitted to remain unaltered. For purposes of calculating demand-capacity ratios, the demand shall consider applicable load combinations with design lateral loads or forces in accordance with Sections 1609 and 1613. For purposes of this exception, comparisons of demand-capacity ratios and calculation of design lateral loads, forces and capacities shall account for the cumulative effects of additions and alterations since original construction."

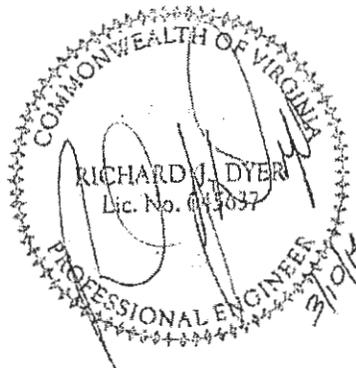
Because the structure will meet the exception stated above, we have determined that the existing 1,000,000 gallon water tank and its foundation are adequate to safely support the proposed Verizon Wireless installation, as described herein. No structural problems are anticipated and no structural modifications are necessary.

We appreciate the opportunity to be of service on this project. If you should have any questions or require any additional information, please do not hesitate to call our office.

Sincerely,
MORRIS & RITCHIE ASSOCIATES, INC.



Joseph S. Novotny, E.I.T.
Structural Designer



Richard J. Dyer, P.E., S.E., S.E.C.B.
Senior Engineer

Project Name:	Nineveh				
Project Location:	Warren County, Virginia				
				LEGEND	
				Existing	
APPURTENANCES				To Be Removed	
				Proposed	
				Reserved	
* Appurtenance types and elevations are approximations used for obtaining gravity & wind loads only. *					
Appurtenance	Carrier	Approximate Elevation	Mount	Feedline Size	Notes
(1) 2' Dia.x 2' Long Omni	Unknown	185' (CL)	Mounted off Steel Framing atop Tank	N/A	Existing
(3) 72"x6"x6" Panel Antenna		182' (CL)	(3) 8' Pipe Mounts Attached to Steel Framing atop Tank	(6) 1-5/8" Coax (External)	Existing
(3) 72"x6"x4" Panel Antenna		175' (CL)	Mounted off Steel Framing atop Tank	N/A	Existing
(3) RFS APXVSP18-C Panel Antenna	Sprint	175' (CL)	(3) 8' Pipe Mounts Attached to Handrail	(3) 1-5/8" Coax (External)	Existing
(3) Alcatel-Lucent 4x40W 1900MHz RRH					
(3) Alcatel-Lucent 2x50W 800MHz RRH					
(6) Antel BXA-70063/8CF Panel Antenna	Verizon Wireless	155' (CL)	(12) Pipe Mounts	(3) 1-1/4" RFS 6x12 Hybriflex (External)	Proposed
(6) Antel BXA-171063-12CF-EDIN Panel Antenna					
(12) Alcatel Lucent 2x60W RRH					
(3) Raycap RCMDC-4750-PF-48 Distribution Boxes					



MORRIS & RITCHIE ASSOCIATES, INC.

Architects, Engineers, Planners, Surveyors & Landscape Architects

1220-C East Joppa Road, Suite 505

Towson, Maryland 21286

410-821-1690 Fax: 410-821-1748

STRUCTURAL CALCULATIONS

PROJECT:

Nineveh – Structural Evaluation
401 Fairground Road
Front Royal, Warren County, Virginia 22630

PREPARED FOR:

Verizon Wireless
9000 Junction Drive
Annapolis Junction, Maryland 20701

PREPARED BY:

Morris & Ritchie Associates, Inc.
1220-C East Joppa Road, Suite 505
Towson, Maryland 21286

CONTACT:

Rich Dyer

Project Name: Nirveb
 Project Location: Pied Royal, Virginia 22630

Description	Length (ft)	Width / Height (ft)	Center of Pressure (ft)	Projected Area (ft ²)	X-Sectional Shape	Shape Factor	Effective Projected Area (ft ²)	Effective Overturning Moment (ft ³)
Ex Structure:								
Shaft	120.00	15.50	60.00	5460.00	Single Curvature	0.6	3276.00	196560.00
Bell	50.00	15.00	145.00	2970.00	Double Curvature	0.5	1488.00	215766.80
Climbing Tube Hatch	4.67	1.00	170.50	4.67	Single Curvature	0.6	2.80	477.40
Tank Hatch	3.00	0.50	170.25	1.50	Single Curvature	0.6	0.90	153.23
Tank Hatch	3.00	0.50	170.25	1.50	Single Curvature	0.6	0.90	153.23
Vent	3.50	2.50	171.25	8.75	Single Curvature	0.6	5.25	899.06
Handrail (Top Rail)	40.84	0.17	173.99	6.91	Flat	1	6.81	1184.33
Handrail (Mid Rail)	40.84	0.17	172.00	6.91	Flat	1	6.81	1170.77
Handrail (Bottom Rail)	40.84	0.33	170.17	13.61	Flat	1	13.61	2316.58
Handrail (Vertical)	21.00	0.21	172.00	4.38	Flat	1	4.38	752.50
Handrail (Diagonal)	45.92	0.17	172.00	7.65	Flat	1	7.65	1316.47

Total Effective Wind Area: 4813.15 ft²
 Total Effective Overturning Moment: 420750.36 ft³

Carrier	Manufacturer	Model / Description	Quantity	Length (ft)	Width (ft)	Center of Pressure (ft)	Projected Area (ft ²)	X-Sectional Shape	Shape Factor	Shielding Factor	Asluth Factor	Effective Projected Area (ft ²)	Effective Overturning Moment (ft ³)
Ex Antennas/Dishes:													
Sprint	RFS	APXV8TTR-C	3	6.00	0.28	175	17.70	Flat	1	1	0.8	14.16	2478.00
Unknown		4 Diameter Dish	1			175	12.57	Flat	1	1	0.8	10.05	1759.29
Unknown		Panel Antenna	3	6.00	0.50	175	9.00	Flat	1	1	0.8	7.20	1260.00
Unknown		Panel Antenna	3	6.00	0.50	182	9.00	Flat	1	1	0.8	7.20	1310.40
Unknown		Omnid Antenna	1	6.00	0.50	185	3.00	Single Curvature	0.6	1	0.8	1.44	266.40
Ex Equipment:													
Sprint	Alcatel Lucent	4x40W 1200MHz RR1	3	1.92	1.42	176	8.15	Flat	1	1	0.8	6.52	1146.93
Sprint	Alcatel Lucent	2x50W 800MHz RR1	3	1.64	1.08	173.5	5.34	Flat	1	1	0.8	4.27	740.56
Ex Feedlines:													
Sprint		Pipe Mount	3	8.00	0.33	174	8.00	Single Curvature	0.6	1	1	4.80	835.20
Sprint		Pipe Mount	3	8.00	0.24	174	5.75	Single Curvature	0.6	1	1	3.45	600.30
Unknown		Pipe Frame (Vertical)	3	12.00	0.20	176	7.13	Single Curvature	0.6	1	1	4.28	752.40
Unknown		Pipe Frame (Top Rail)	3	11.26	0.25	182	8.44	Flat	1	1	1	8.44	1536.76
Unknown		Pipe Frame (Bracing)	6	13.81	0.25	178	20.72	Flat	1	1	1	20.72	3687.59
Unknown		Pipe Mount	3	6.00	0.24	182	4.31	Single Curvature	0.6	1	1	2.59	470.93

Total Effective Wind Area: 95.11 ft²
 Total Effective Overturning Moment: 16844.76 ft³

Prop Antennas/Dishes:	Verizon Wireless	Antel	DXA-70063NCF	6	7.88	0.93	155	44.15	Flat	1	0.67	0.8	23.66	3667.71
Verizon Wireless	Antel	DXA-171063-12CF-6DIN	6	6.03	0.51	155	18.40	Flat	1	0.67	0.8	9.86	1538.81	
Prop Equipment:	Verizon Wireless	Alcatel Lucent	2x50W RR1	12	3.06	0.88	155	32.42	Flat	1	0.67	0.8	17.38	2693.32
Verizon Wireless	Raycap	RCMDC-4750-1P-48	3	1.60	1.31	153	6.29	Flat	1	0.67	0.8	1.37	522.19	
Prop Mounts:	Verizon Wireless		Pipe Mount	6	8.00	0.29	155	14.00	Flat	1	0.67	1	9.38	1453.90
Verizon Wireless			Pipe Mount	6	6.00	0.29	155	10.50	Flat	1	0.67	1	7.04	1030.33
Prop Feedlines:														
Reserved Antennas:														
Reserved Equipment:														
Reserved Mounts:														
Reserved Feedlines:														

Total Effective Wind Area: 70.69 ft²
 Total Effective Overturning Moment: 10956.35 ft³

Effective Wind Area Shear	(Total) (ft ²)	Overturning Moment (ft ³)
Original:	4813.15	420750.36
Existing:	95.11	16844.76
Proposed/Reserved:	70.69	10956.35

Percentage Increase Over Existing	Percentage Increase Over Original
1.4%	3.4%
2.5%	6.0%

** Due to feedlines having a small wind cross section (A << 1) when compared to the existing tank structure, TIA-222-G permits the projected areas of the feedlines to be ignored.

2

Postpone First Reading of Chapter 148

Town of Front Royal, Virginia
Work Session Agenda Form

Date: April 6, 2015

Work Session

Agenda Item: Postpone Chapter 148 First Reading

Summary: At the February 23rd meeting, Town Council postponed taking action on the first reading of the Code Amendment to Chapter 148 - Subdivision & Land Development until April 13. Council discussed the Amendments at the March 16 Work Session and requested that further discussion at a future Work Session that was advertised by public notice.

Council Discussion: As Council has not had the opportunity to continue discussion in advance of the April 13, Council is requested to consider postponement of action on the first reading until their May 26th meeting. Alternatively, Council can consider a work session to follow a regular meeting in April to accelerate consideration of the first reading.

Staff Evaluation: Staff are available to continue discussion of the Code Amendment to Chapter 148 - Subdivision & Land Development.

Budget/Funding: The Finance Director will be available to address fiscal issues.

Legal Evaluation: The Town Attorney will be available to address legal issues.

Staff Recommendations: Staff recommends Town Council determine the date for consideration of the first reading of the Code Amendment to Chapter 148 - Subdivision & Land Development.

Town Manager Recommendation: The Town Manager recommends Town Council determine the date for consideration of the first reading of the Code Amendment to Chapter 148 - Subdivision & Land Development.

Council Recommendation:

- Additional Work Session
 - Regular Meeting
 - No Action
- Consensus Poll on Action: ___(Aye) ___(Nay)



3

**FY2015-2016 Budget Presentations
(Enterprise Funds)**

4

Council Discussion/Goals

5

Closed Meeting – Personnel Matters