STAFFORD Virginia

Board of Supervisors
Susan B. Stimpson, Chairman
Robert "Bob" Thomas, Jr., Vice Chairman
Jack R. Cavalier
Paul V. Milde, III
Ty A. Schieber
Gary F. Snellings
Cord A. Sterling

Anthony J. Romanello, ICMA-CM
County Administrator

Infrastructure Committee
AGENDA

April 23, 2013 @ 1:00 p.m.
ABC Conference Room, First floor

	Agenda Item
	Introduction • Welcome
1.	Indoor Recreation Facility – Operations Discussion
2.	Route 1 Corridor Traffic Analysis
3.	Courthouse Streetscape
4.	Rocky Pen Run Update
5.	Telecommunication Tower Locations
	Next Meeting • May 21, 2013 at 1:00 PM; ABC Conference Room
	Adjourn

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Indoor Recreation Facility - Operations Discussion

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STAFFORD COUNTY ADMINISTRATION
MEMORANDUM

To: Board of Supervisors

From: Keith C. Dayton
Deputy County Administrator

Subject: Indoor Recreation Facility at Embrey Mill

Date: April 17, 2013

Staff provided the Board with a memo dated March 14, 2013 (attached) outlining various aquatics options considered for the indoor recreation center at Embrey Mill. The options include expansion of the size of the aquatics area of the building to provide more deck and seating space, and the addition of another pool to allow pre and post meet activities for athletes. The additional proposed facilities will offer improved opportunities for Stafford County to attract swimming meets at this facility, and attract additional revenue to the facility as well as businesses in the county. The memo also included the March 4, 2013 report from Renaissance Planning Group on the revenue generating potential of a fully developed aquatics competition facility.

The Infrastructure Committee discussed this information at the March 19, 2013, committee meeting. Committee members requested that staff contact several regional aquatics facilities to gather information on the number, type and revenue potential of swimming meets held at other comparable facilities to the one proposed for the County. Staff contacted George Mason University in Fairfax City, University of Maryland at College Park, the Christiansburg Aquatics Center, and the Freedom Center in Manassas, and the Collegiate School Aquatic Center in Chesterfield. While we were unable to obtain detailed activity calendar information from these facilities, we did receive valuable information on the number of swim meets held per year, the revenue generated from those meets, and the level of local versus non-local participation. Following are the results:

Average Number of Swim Meets Held/Year = 16 meets

Four of the five venues provided information as requested.

Average Number of Days/Year Scheduled for Swim Meets = 42 days

Three of the five venues provided information used to develop this value.

Revenue/Year Collected From Event Fees = ±$175,000/ year

Two of the five venues provided information used to develop this value and is based on the 42 days noted above. There is considerable variability in revenue generated due to each facility entering into preferential agreements with swim meet organizers, who are frequently the swim clubs using the facility.

Other Direct Revenue Generated as a Result of Meets = Minimal

While we received a specific revenue estimate from only one of the five facilities, others noted the revenues from clothing and food sales are included in their overall facility numbers and aren't broken out for the swim meets. It was also noted that revenues fluctuate depending on the agreement with swim meet organizers.

Local vs. Out of Area Contestants = Approximately 65% of Contestants Were Local

Two of the five venues provided information on the demographics of swim meet participants. Other venues noted that they didn't collect this information.

The responses received indicate the facility fees charged per event seem to be lower at the local venues we polled as compared to fees shown in the Renaissance Planning Group report Exhibit 1. However, the number of events held per year is higher, thus generating larger total annual revenue for facility rental fees by a factor of 1.5. The spectator charge at the local venues usually went to the team hosting the event and was not included in the total revenue reported to us. This may explain why the revenue generated from swim meet event fees ($175,000) is lower than the annual total revenue provided in the Renaissance Planning Group report ($233,860).

It appears that the facilities contacted host significantly more local events than regional or national events. This may be attributed to most of these facilities having pools similar to our Option 1 design under consideration, with a multi-use, 50 meter by 25 yard pool.

Private Operator Update

A meeting was held with a potential private operator to discuss the pool design modifications under consideration. The meeting included the administrative head of the organization, along with three members of the governing board.

Based on this dialogue, it seemed apparent that the potential operator feels very strongly that constructing this facility with the potential for conducting long and short course meets (50 meters and 25 yards, respectively) over sixteen weekends per year did not diminish the attractiveness of operating this facility. It was noted that the facility would be capable of hosting general swimming activities (family, youth and lessons) while the short course meets were underway, and that the long course competition season (May

to August) was much shorter and coincided with the time most outdoor pool facilities were open.

The potential operator made it clear that they held a strong interest in operating this facility regardless of the pool option selected. They indicated they will have a sufficient number of memberships to fund the operational costs, provided they were selected at least six months prior to opening the facility.

University of Mary Washington Pool

Supervisor Snellings requested information related to the University of Mary Washington's indoor pool and whether they allow outside events. Staff contacted UMW and received the following information.

- The indoor pool at UMW is 25Yards long, 8 lanes wide, built in the 1960s.
- The pool has a diving well, but the diving boards were removed in the 1980s.
- The pool depth varies from 12' to 4'.
- Pool is used by varsity swim teams, intramural club swim teams, faculty, and students.
- They allow local schools to use the pool as part of educational outreach and good will. They host JM High School swim team periodically. They also host the Battlefield District High School District Swim Meet, which is a single-day event.
- They rarely rent the pool to outside users. Occasionally, they will rent the pool as part of a summer camp being held on campus. Being non-profit they only recover their costs with the fees charged.
- Rental rates for the local school practice, swim meet, or district swim meet use:
  Facility - $0
  Housekeeping - $35/hr/cleaning person for the duration of the event
- Rental rates for the occasional rental to outside groups:
  Facility - $50/hr
  Lifeguards - $15/hr/guard, 1 guard/40 attendees
  Housekeeping - $35/hr/cleaning person (minimum of 2) for the duration of the event
  Security/traffic control - $50/hr /person

Route 1 Corridor Traffic Analysis

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Route 1 Corridor Analysis

- The Board authorized a traffic analysis of the Route 1 corridor between Garrisonville Road and Courthouse Road last fall.

- Corridor is approximately 3.9 miles in length. 15 intersections were analyzed, 9 of which are signalized.

- Traffic data along the corridor was collected from mid-January into February. The data included traffic counts for all through movements and turning movements at intersections along the corridor, speed, travel time, crash, and cut through data. We also obtained and analyzed VDOT signal information.

- Over 380 crashes were reviewed from 2005 – 2010 (most recent data available); no fatalities were noted. Speeds (and speeding) were highest in the central portion of the corridor between the two intersections with Bells Hill Road (approx. 10 mph over posted speed limits), as well as south of Route 630 (SB direction only).

- Data has been compiled and some key findings are as follows:

  - Average daily traffic (ADT) counts on Rt. 1 range from 31,000 vehicles per day (VPD) north of Rt. 610, down to 14,000 vpd south of the Courthouse Road intersection.
  - There is a level of service "F" on Route 1 at both Rt. 610 and Rt. 630 intersections. The delays at Rt. 630 are approximately 30% longer than at Rt. 610. Queuing along southbound Rt. 1 at Rt. 610 during the afternoon peak is particularly bad, with lines extending well over ¼ mile.
  - The signals along the corridor are not well coordinated, leading to significant delays.
  - Sub-standard turn lanes and access management issues occur intermittently along the corridor
  - There is an extensive crash record at the Route 610 and Route 631 intersections. The crash incidents in the Courthouse area are significantly less in number and severity.
  - Bells Hill Road has an ADT of 1,600 vpd at the midpoint near Carnaby Street. The use of Bells Hill Road by cut through traffic was most evident in the

southbound direction in the morning peak. Cut through percentages of total traffic was approximately 3%, except for the southbound AM peak of 14%.

- We provided initial data to VDOT, who have made adjustments in the signal timing at the Hope Road and Courthouse Road intersections.

- Other near-term improvements will include signing/striping recommendations and implementation of traffic signal timing plans (subject to VDOT approval)

- We believe the data strongly supports construction of a second right turn lane from Route 1 south onto Garrisonville Road. Following a meeting with VDOT, it seems there is support from them as well. They have indicated that they will insist the project be administered by VDOT. Staff believes this should be a locally administered project.

- The crash history and travel delays at the Coal Landing Road intersection warrant this intersection be looked at closer.

- We are now looking into the Courthouse Road intersection in more detail prior to developing recommendations. Additional modeling is needed to determine the effects of the interchange project on future traffic counts.

- Traffic volume projections for horizon years (2020 and 2035) will be prepared using a blend of Stafford County, FAMPO, and MWCOG long-range travel demand model data.

- Once this is complete and structural improvements developed, the report will be finalized. We are scheduled to complete this effort in June.

Courthouse Streetscape

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Courthouse Streetscape

- Infrastructure Plans for Phase IA have been reviewed by the County and VDOT. The engineer is currently revising the plans to address County and VDOT comments and they will be resubmitted for review shortly.

- Approval from the Virginia Department of Historic Resources for cultural resource issues was obtained in March. This allows VDOT to advance the approval of the project through the National Environmental Policy Act (NEPA) process. NEPA compliance is required as part of the federal funding connected to this project.

- On April 1st, the County requested a Certificate of Appropriateness (COA) for the construction of the Courthouse Plaza from the Architectural Review Board (ARB) which was not approved. The County has modified the design and will present the new design to the ARB on May 6th. The Infrastructure Plans will then need to be modified to incorporate the final design for the plaza.

- Bid documents have been submitted to VDOT for approval. We have not received comments yet, but we believe the review is happening currently.

Courthouse Streetscape Project
Project Summary

March 19, 2013

Milestones Reached

- Date of 1st Award ($535,000) ..... Jun 2008
- Project Agreement (1st Award) with VDOT Executed ..... Dec 2008
- Date of 2nd Award ($467,750) ..... Jun 2009
- Project Agreement (2nd Award) with VDOT Executed ..... Apr 2010
- Date of 3rd Award ($750,000) ..... Jun 2010
- Project Agreement (3rd Award) with VDOT Executed ..... Dec 2010
- Date of 4th Award ($483,000) ..... Jun 2011
- Project Agreement (4th Award) with VDOT Executed ..... Jul 2011

- Released RFP for Engineering Services ..... Aug 2009
- Board Authorized Contract for Engineering Services (Rt-1) ..... Jun 2010
- Submitted 15% Plans (4 Options for Rt-1) to VDOT ..... Dec 2010
- Amended Contract for Engineering Services (Rt-630) ..... Feb 2011
- Submitted 15% Plans (for Rt-630) to VDOT ..... Mar 2011
- NEPA Process Initiated ..... Mar 2011
- Submitted 50% Plans (Rt-1 & Rt-630) to VDOT ..... Aug 2011
- VDOT provided comments to the plans ..... Sep 2011
- Public Information meeting held ..... Sep 2011
- BOS approval for design of entire project and construction of phase 1A ..... Sep 2011
- Consultant prepared revisions, met with VDOT and staff ..... Oct 2011
- Archeological Investigations began ..... Oct 2011
- Presented proposed plan to the ARB; plaza design incorporated ..... Nov & Dec 2011
- Phase 1 Archeological Survey completed by consultant and submitted to VDOT ..... Dec 2011
- Phase 1 Architectural Survey completed by VDOT ..... Dec 2011
- Submitted Phase 1 Archeological and Architectural studies to VDHR ..... Feb 2012
- DHR concurred with consultants' recommendations for Phase II study ..... March 2012
- Met with VDOT staff to address four and six lane highway config ..... March 2012
- Submitted an Area of Potential Effects to DHR for Phase II study ..... April 2012
- Began Phase II Archeological study ..... June 2012
- Design continued with the phasing plan to separate non-grant funded areas ..... June 2012
- Submitted Phase II Archeological study to VDOT and VDHR ..... Sep 2012
- An exhibit showing grant funded and non-grant funded areas was provided to VDOT ..... Sep 2012
- Streetscape design modified to address possible 6-lane highway ..... Oct 2012
- DHR provided comments to Phase II study ..... Nov 2012
- Coordinated with VDOT and responded to VDHR comments ..... Dec 2012
- Submitted plans for Streetscape Phase IA to VDOT and County Planning ..... Jan 2013
- Planning provided comments, and plans resubmitted ..... Jan 2013
- DHR requested additional information ..... Jan 25, 2013
- Staff met with ARB to provide an update and prepare for a COA ..... Jan 2013
- Submitted COA to ARB for March 4, 2013 meeting ..... Feb 15, 2013
- VDOT provided comments to first plan submittal ..... March 2013
- ARB removed Streetscape from the agenda, submitted with less than 30 day review. March 1, 2013
- Submitted Bid documents for VDOT review ..... March 2013
- Received VDHR approval ..... March 2013
- ARB denied COA due to alignment of sidewalk with existing Courthouse ..... April 2013
- Modified the design and resubmitted to ARB on April 6, for meeting on May6 ..... April 2013

Rocky Pen Run Update

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Rocky Pen Run Project Update

Infrastructure Committee Meeting **April 23, 2012**

Dam

Embankment is about 99% complete. Fine grading and paving the access road is all that remains.

The spillway crest structure is about 99% complete with most of the remaining work involving the stilling basin and chute.

The pump station foundation is complete and the building slab construction is underway.

Water Treatment Facility

All of the under-slab work is complete.

Floor slabs are approximately 95% complete.

Vertical concrete such as clarifier walls, PAC Room, and sludge thickener tank are nearly complete.

Building enclosure began in March and is approximately 10% complete.

Reservoir

Cool Well Court Extension is complete.

The raising of Walnut Grove Drive is complete.

Clearing NTP was in October and is progressing well, about 350 acres of 500 timbered with about 120 in final condition.

Distribution Pipelines

The large pipelines that will be constructed in Greenbank Road and between the project and the eastern part of the county will begin early summer of this year 2013.

Environmental Mitigation

The Board authorized changes to our mitigation plan last year.

The changes are fervently moving along. The Board recently approved the conservation of county-owned land near the new dam. The Board will soon be asked to consider conservation of an additional parcel where the river intake pump station is located.

Four projects (3 in Ridge Pointe subdivision and one at the Fleet Maintenance Facility) will be advertised and constructed within the next 3 – 6 months.

Design work for the stream restoration work at the dam property is underway.

The construction work at the Fish Passage is progressing and is currently with CSX Railroad for their review.

During the last Infrastructure Committee meeting, a replacement project for the Rappahannock County property was mentioned. This is moving along. We will benefit from a Declaration of Restrictions on 112 acres in Spotsylvania County with the balance of our mitigation plan to be satisfied by the purchase of stream mitigation credits. All projects will be conducted within the Utilities' budget for mitigation.

Telecommunication Tower Locations

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TELECOMMUNICATION TOWER LOCATIONS

- This matter was referred to the Infrastructure Committee by the Board.

- The basic business arrangement is that a firm, Milestone Communications Management III, Inc. (Milestone), will market selected sites to telecommunications carriers in exchange for a portion of the lease fees associated with the use of the County owned tower locations. Towers would be owned by Milestone, with the site leased to them by the County. The County will receive a lease fee for the site, as well as a portion of the carrier lease fee.

- Staff provided the Infrastructure Committee with a list of potential County-owned telecommunication tower locations at the March 19th meeting. These locations could be marketed to cell carriers through a contractual agreement with Milestone.

- The list had been developed using criteria staff felt was significant for the placement of telecommunication towers; e.g. parcel size, companion uses, proximity to residential neighborhoods, etc.

- The Infrastructure Committee, requested each Board member to review the list of potential sites and offer input.

- Staff has updated the list of locations based upon input received and removed the Rock Hill District locations from consideration.

- The revised list and locations map is attached.

- Staff has also received the executed City of Manassas agreement for marketing their sites and edited it for possible use by the County.

- Key elements are as follows:
    - Five year initial term, with up to three – five year extensions.
    - Milestone would be granted an additional year after expiration to complete the site plan approval process when they sign up a carrier near the end of a term.
    - Milestone is responsible for obtaining all County approvals – site plan, conditional use permit, building permits associated with the development of each site for this purpose.

- Financial terms (per the City of Manassas Agreement, but negotiable):
  - $125,000 initial payment for up to five sites. These funds will be used to offset County plan review expenses, with the balance retained by the County. Unused portion refundable to Milestone.
  - $5,000 per carrier lease after the first carrier.
  - 40% of carrier lease costs, but not less than $1,000 per month per site. Carrier lease rates are $2,500 per month per carrier.
  - Staff has provided an example of revenue expected from this agreement. Actual revenues will depend upon market factors.
  - Staff has developed an example of revenues expected from this agreement.

- Next steps:
  - Determine if this proposal is of interest to the Board.
  - Negotiate final terms in cooperation with Stafford County Public Schools.
  - Execute final agreement

FEE CALCULATION FOR TOWER SITE LEASE AGREEMENT

		Revenues	
Initial payment	Initial Payment (for 5)	$ 125,000	
	Per Carrier (Assume 3)	$ 10,000	
		$ 135,000	
	Less Review Fees (5 sites)	$ 62,500	
	Net Initial Payment	**$ 72,500**	
Lease payments	5 sites/3 carriers/site	$ 15,000	per month
		$ 180,000	per year
	Net Lease Payment*	**$ 2,700,000**	
	Total Payments	**$ 2,772,500**	

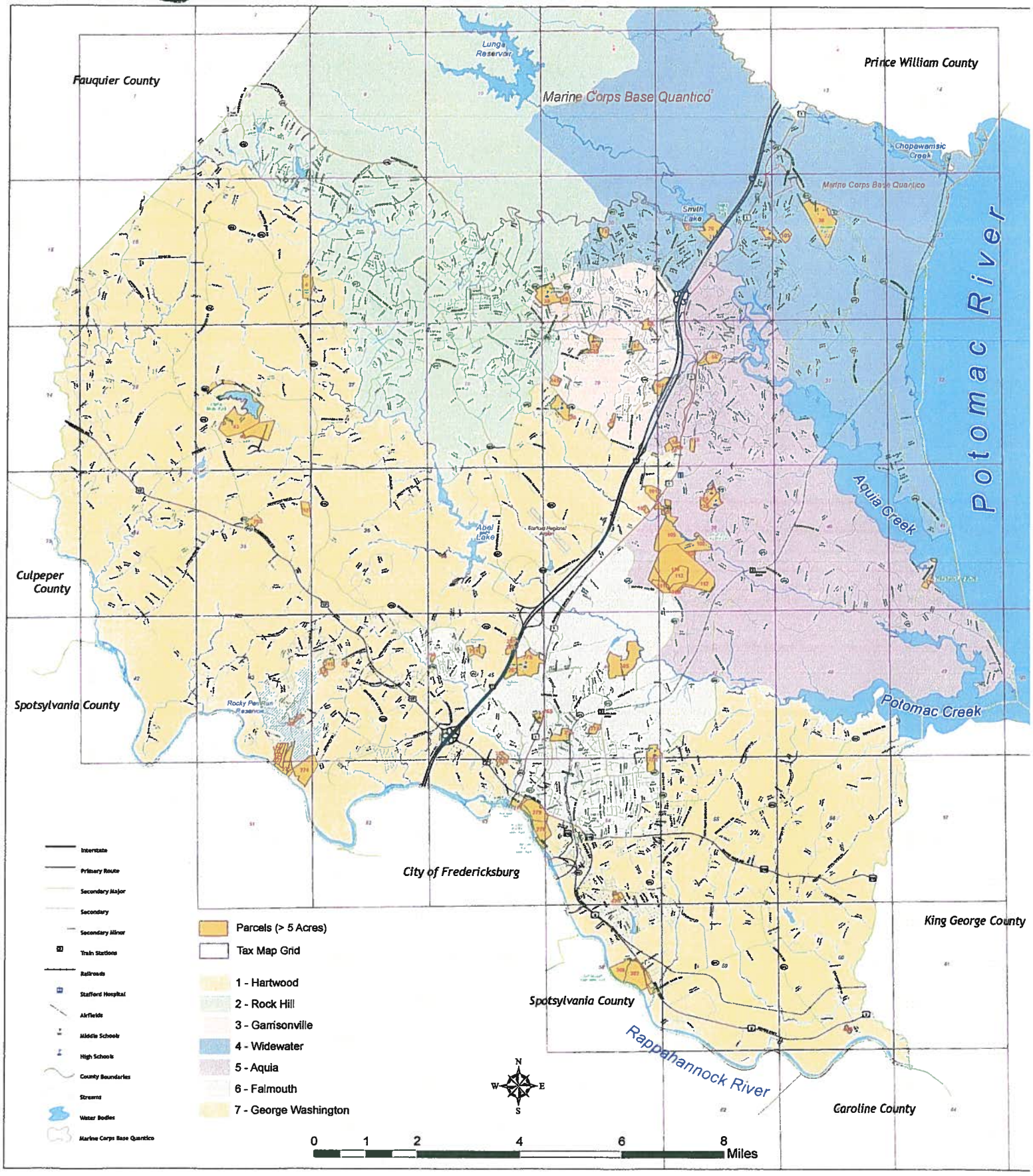
*assume 15 year life

MAPKEY1	MAPKEY2	TYPE	DISTRICT STNO	STREET NAME	DEPT	SITENAME	PARCEL ID	DATEADD	ACREAGE	ZONING	TOTAL VALUE 01/12	LRSN	ELECTION DISTRICT
17	S	SCHOOL	1 1349	Courthouse Road	Schools	Stafford Elementary	3080	AUG 2010	15.8670	R1- SUBURB RES	7980700	19337	Aquia
22	S	SCHOOL	1 101	Spartan Avenue	Schools	Stafford Middle	3971B	AUG 2010	37.4496	A1- AG MIN 3AC	14428300	24216	Aquia
23	S	SCHOOL	1 1700	Courthouse Road	Schools	Brooke Point High	3976B	AUG 2010	49.9989	A1- AG MIN 3AC	33924600	24222	Aquia
56		BOS	1 75	Coal Landing Road	Utilities	Aquia Wastewater Treatment Plant	303B	AUG 2010	37.7396	M1- LIGHT INDUST	14844600	19196	Aquia
57		BOS	1	Coal Landing Road	Utilities	Aquia WWTF to Rt. 1 - includes Au	303E	AUG 2010	17.3650	B2- URBAN COMM	1512800	19199	Aquia
58		BOS	1	No road frontage	PRCF	Government Center	3029B	AUG 2010	20.5360	B2- URBAN COMM	17500800	19241	Aquia
59		BOS	1 1300	Courthouse Road	PRCF	Government Center	3029C	AUG 2010	20.5360	B2- URBAN COMM	17500800	19241	Aquia
60		BOS	0 2147	Jefferson Davis Highway	PRCF	Government Center/Judicial	3029D	AUG 2010	20.5360	B2- URBAN COMM	17500800	19241	Aquia
61		BOS	1 1225	Courthouse Road	PRCF	Public Safety Building	3029G	AUG 2010	11.6157	B2- URBAN COMM	32981800	19245	Aquia
105		BOS	1	No road frontage	Rboard	Regional Landfill	3922	AUG 2010	129.4660	A1- AG MIN 3AC	527300	24063	Aquia
106		BOS	1 1800	Jefferson Davis Highway	Rboard	Accokeek	3917B	AUG 2010	44.8700	A1- AG MIN 3AC	284400	24056	Aquia
106		BOS	1 1800	Jefferson Davis Highway	Rboard	Accokeek	3917B	AUG 2010	44.8700	A1- AG MIN 3AC	284400	24056	Aquia
108		BOS	1	No road frontage	Rboard	Future site of Civil War Park	3923	AUG 2010	87.0400	A1- AG MIN 3AC	395200	24064	Aquia
109		BOS	1	No road frontage	Rboard	Regional Landfill	3924	AUG 2010	11.2700	A1- AG MIN 3AC	56400	24065	Aquia
110		BOS	1	Eskimo Hill Road	Rboard	Green Ridge TR	3926	AUG 2010	305.8000	A1- AG MIN 3AC	1429000	24067	Aquia
111		BOS	1 489	Eskimo Hill Road	PRCF	Animal Shelter	3926A	AUG 2010	28.0648	M2- HEAVY INDUST	1829600	24068	Aquia
112		BOS	1	Eskimo Hill Road	Rboard	Regional Landfill	3926B	AUG 2010	71.3390	A1- AG MIN 3AC	331300	24069	Aquia
113		BOS	1 481	Eskimo Hill Road	Rboard	Regional Landfill	3926C	AUG 2010	75.0000	A1- AG MIN 3AC	375000	24070	Aquia
114		BOS	1	Eskimo Hill Road	Rboard	Regional Landfill	3926D	AUG 2010	32.0000	M2- HEAVY INDUST	1393900	24071	Aquia
116		BOS	1 2846	Brooke Road	PRCF	Aquia Landing	416	AUG 2010	32.2120	A1- AG MIN 3AC	956700	24828	Aquia
	S	SCHOOL	6 60	Gallery Road	Schools	Anthony Burns Elementary School	2960B	AUG 2010	38.5712	PD1- PLANNED DEVELOP	3857100	45210	Falmouth
16	S	SCHOOL	2 100	Panther Drive	Schools	T. Benton Gayle Middle	4514D	AUG 2010	39.9829	R2- URBAN RES	21421300	27479	Falmouth
26	S	SCHOOL	6 501	Cambridge Street	Schools	Edward E. Drew Jr., Middle	45218	AUG 2010	15.3050	A1- AG MIN 3AC	11485100	27919	Falmouth
27	S	SCHOOL	6 33	Stafford Indians Lane	Schools	Stafford High	45227C	AUG 2010	124.5558	A1- AG MIN 3AC	37798400	27934	Falmouth
29	S	SCHOOL	2 1000	Forbes Street	Schools	Falmouth Elementary	4646A	AUG 2010	41.4920	A1- AG MIN 3AC	7556400	29115	Falmouth
30	S	SCHOOL	2 135	Clift Farm Road	Schools	High School Site	4662	AUG 2010	181.0000	A1- AG MIN 3AC	3203000	29172	Falmouth
31	S	SCHOOL	2 105	Primmer House Road	Schools	Conway Elementary	4693F	AUG 2010	19.9190	PD1- PLANNED DEVELOP	11508000	29276	Falmouth
37	S	SCHOOL	2 501	Deacon Road	Schools	Grafton Elementary	54132	AUG 2010	60.2180	A2- RURAL RES	8923700	32421	Falmouth
256		BOS	2 806	Lyons Boulevard/Plantation	PRCF	England Run Library	4514F	AUG 2010	6.1805	B2- URBAN COMM	6570400	27481	Falmouth
263		BOS	6 75	Stafford Indians Lane	PRCF	Chichester Park	45220K	AUG 2010	38.7254	A1- AG MIN 3AC	387300	48072	Falmouth
3	S	SCHOOL	3 839	Garrisonville Road	Schools	North Stafford High	2013	AUG 2010	88.5000	A1- AG MIN 3AC	39414900	5498	Garrisonville
4	S	SCHOOL	3 2000	Parkway Boulevard	Schools	Park Ridge Elementary	2020B	AUG 2010	20.0000	PD1- PLANNED DEVELOP	9663100	5514	Garrisonville
6	S	SCHOOL	3 107	Northampton Boulevard	Schools	Hampton Oaks Elementary	20P1AS2	AUG 2010	18.7618	R1- SUBURB RES	9294900	8099	Garrisonville
13	S	SCHOOL	6 800	Eustace Road	Schools	HH Poole Middle	295H	AUG 2010	36.6240	R1- SUBURB RES	17154900	17913	Garrisonville
14	S	SCHOOL	6 475	Winding Creek Road	Schools	Winding Creek Elementary	2917A	AUG 2010	20.8924	A1- AG MIN 3AC	8650300	17946	Garrisonville
49		BOS	6 900	Eustace Road	PRCF	Autumn Ridge Park	2949L	AUG 2010	12.8800	R1- SUBURB RES	12900	18061	Garrisonville
52		BOS	6	Mine Road	PRCF	Austin Ridge Park	29C1D	AUG 2010	22.7327	PD1- PLANNED DEVELOP	2273300	18195	Garrisonville
54		BOS	6	Future Mine Road Extended	PRCF	Future park site	29GK	AUG 2010	10.7712	PD2 - Planned Develop	107700	49346	Garrisonville
32	S	SCHOOL	2 610	Gayle Street	Schools	Gari Melchers Complex	5334	AUG 2010	8.4267	R1- SUBURB RES	10360500	31491	George Washington
33	S	SCHOOL	2 610	Gayle Street	Schools	Gari Melchers Complex	5334A	AUG 2010	8.5700	R1- SUBURB RES	300000	31492	George Washington
35	S	SCHOOL	2 610	Gayle Street	Schools	Gari Melchers Complex	53A132	AUG 2010	8.6000	R2- URBAN RES	516000	31694	George Washington
42	S	SCHOOL	4 20	Pendleton Road	Schools	Ferry Farm Elementary	54J51	AUG 2010	17.9500	R1- SUBURB RES	7954500	34739	George Washington
43	S	SCHOOL	4	No road frontage	Schools	River Bend Subdivision	60A1A	AUG 2010	6.0000	A1- AG MIN 3AC	60000	39826	George Washington
276		BOS	4 401	River Road	PRCF	Historic Port of Falmouth (former	53113	AUG 2010	12.6924	R1- SUBURB RES	20000	31571	George Washington
278		BOS	4 120	River Road	PRCF	John Lee Pratt Memorial Park	53116	AUG 2010	65.8445	R1- SUBURB RES	2525400	31574	George Washington
279		BOS	4 80	Butler Road	PRCF	St. Clair Brooks Park,. Grizzle C	53119	AUG 2010	99.9199	R1- SUBURB RES	3699100	31578	George Washington
302		BOS	4 75	James Ashby Lane	PRCF	Duff McDuff Green Park	5835A	AUG 2010	58.6487	A1- AG MIN 3AC	1502500	38929	George Washington
302		BOS	4 75	James Ashby Lane	PRCF	Duff McDuff Green Park	5835A	AUG 2010	58.6487	A1- AG MIN 3AC	1502500	38929	George Washington
309		BOS	7 638	Kings Hwy	PRCF	Little Falls Proposed Park	58C26	FEB 2012	125.2100	A1- AG MIN 3AC	1935800	39210	George Washington
7	S	SCHOOL	5 150	Duffey Drive	Schools	Kate Waller Barrett Elementary	20RR3	AUG 2010	20.5130	A1- AG MIN 3AC	11505000	9132	Griffis-Widewater
8	S	SCHOOL	5 320	Telegraph Road	Schools	Shirley C. Heim Middle School	21145A	AUG 2010	22.0125	R2- URBAN RES	1310600	43387	Griffis-Widewater
10	S	SCHOOL	5 101	Den Rich Road	Schools	Widewater Elementary	2219J	AUG 2010	22.4395	A1- AG MIN 3AC	8334800	15158	Griffis-Widewater
23		BOS	5	Doc Stone Road	Utilities	Smith Lake Reservoir	215B	AUG 2010	8.7342	A1- AG MIN 3AC	185000	10915	Griffis-Widewater
26		BOS	1 370	Doc Stone Road	PRCF	Smith Lake Park	218A	AUG 2010	74.7500	A1- AG MIN 3AC	10963600	10921	Griffis-Widewater
38		BOS	5 25	Rectory Lane (really Chopa	PRCF	Patawomeck Park	2218	AUG 2010	179.2438	A1- AG MIN 3AC	1161100	15147	Griffis-Widewater
4		BOS	6 21	Willomere Pond Road	PRCF	Willowmere Park	1758F	AUG 2010	55.5689	A1- AG MIN 3AC	826800	1908	Hartwood
15	S	SCHOOL	6 550	Courthouse Road	Schools	Colonial Forge High	2927A	AUG 2010	62.9271	R3- RES HIGH DENS	39192000	17963	Hartwood

20	S	SCHOOL	6 14	Shackelford Well Road	Schools	Hartwood Elementary	3558C	AUG 2010	29.3084	A1- AG MIN 3AC	6816300	22869	Hartwood
24	S	SCHOOL	6 95	Reservoir Road	Schools	Rocky Run Elementary	449A	AUG 2010	20.0000	M1- LIGHT INDUST	10512400	25630	Hartwood
28	S1	BOS	6 40	Transfleet Road	Schools	Fleet Services	45287	AUG 2010	21.5443	M1- LIGHT INDUST	3688900	28023	Hartwood
28	S2	BOS	6 25	Wyatt Lane	Schools	Fleet Services	45287	AUG 2010	21.5443	M1- LIGHT INDUST	3688900	28023	Hartwood
41		BOS	6	No road frontage	PRCF	Curtis Park	2624A	AUG 2010	11.7500	A1- AG MIN 3AC	58800	16139	Hartwood
42		BOS	6	No road frontage	PRCF	Curtis Park	2624B	AUG 2010	86.1910	A1- AG MIN 3AC	600900	41952	Hartwood
43		BOS	6 58	Jessie Curtis Lane	PRCF	Curtis Park	2627	AUG 2010	183.5170	A1- AG MIN 3AC	6151400	16148	Hartwood
92		BOS	6 399T	Poplar Road	PRCF	Glendie Tower	3595	AUG 2010	33.0000	M2- HEAVY INDUST	726200	23018	Hartwood
93		BOS	6	Hulls Chapel Road	Utilities	Abel Lake Reservoir and WTF	3711	AUG 2010	6.1600	A1- AG MIN 3AC	6200	23454	Hartwood
93		BOS	6	Hulls Chapel Road	Utilities	Abel Lake Reservoir and WTF	3711	AUG 2010	6.1600	A1- AG MIN 3AC	6200	23454	Hartwood
101		BOS	1	Wyche Road	Utilities	Future Utilities Complex site	3886A	AUG 2010	37.5992	B3- OFFICE	9826900	23937	Hartwood
103		BOS	1 1739	Jefferson Davis Highway	PRCF	Rower Complex	3894	AUG 2010	8.1600	A1- AG MIN 3AC	5727000	23948	Hartwood
121		BOS	6	No road frontage Old Banks	Utilities	Rocky Pen Reservoir	43268	AUG 2010	7.8200	A1- AG MIN 3AC	39100	48743	Hartwood
122		BOS	6	No road frontage Old Banks	Utilities	Rocky Pen Reservoir	4327	AUG 2010	18.5270	A1- AG MIN 3AC	92600	25273	Hartwood
122		BOS	6	No road frontage Old Banks	Utilities	Rocky Pen Reservoir	4327	AUG 2010	18.5270	A1- AG MIN 3AC	92600	25273	Hartwood
123		BOS	6	No road frontage Old Banks	Utilities	Rocky Pen Reservoir	4327A	AUG 2010	8.7700	A1- AG MIN 3AC	43900	25274	Hartwood
124		BOS	6	No road frontage Old Banks	Utilities	Rocky Pen Reservoir	4328	AUG 2010	18.6022	A1- AG MIN 3AC	93000	25275	Hartwood
187		BOS	6	No road frontage	Utilities	Rocky Pen Reservoir	437625	AUG 2010	10.8041	A1- AG MIN 3AC	131400	25461	Hartwood
188		BOS	6 56	Brookview Lane	Utilities	Rocky Pen Reservoir	437626	AUG 2010	5.0111	A1- AG MIN 3AC	85000	25462	Hartwood
231		BOS	6 230	Stafford Lakes Parkway	PRCF	Future Fire Station	4449C	AUG 2010	5.0000	M1- LIGHT INDUST	435600	25737	Hartwood
235		BOS	6	No road frontage	Utilities	Rocky Pen Reservoir	448	AUG 2010	8.3333	A1- AG MIN 3AC	41700	25629	Hartwood
261		BOS	6 750	Truslow Road	PRCF	Musselman Park	45127G	AUG 2010	28.7612	A1- AG MIN 3AC	338100	27752	Hartwood
262		BOS	6 750	Truslow Road	PRCF	Musselman Park	45127K	AUG 2010	12.0583	A1- AG MIN 3AC	144700	44582	Hartwood
274		BOS	6 440	Greenbank Road	Utilities	Rocky Pen Run Reservoir	511	AUG 2010	100.0000	A1- AG MIN 3AC	500000	31418	Hartwood
275		BOS	6 500	Greenbank Road	Utilities	Rocky Pen Run Reservoir	512	AUG 2010	59.3900	A1- AG MIN 3AC	297000	31419	Hartwood

Stafford County, Virginia

Specific County-Owned Properties



TELECOMMUNICATIONS MARKETING MASTER AGREEMENT

THIS TELECOMMUNICATIONS MARKETING MASTER AGREEMENT (this "Agreement") is dated this ** day of ******, 2013, by and between COUNTY OF STAFFORD, a municipal corporation of the Commonwealth of Virginia, hereinafter, ("County"), and **MILESTONE COMMUNICATIONS MANAGEMENT III, INC.**, a Delaware corporation ("Milestone"), with reference to the following:

A. County owns certain real property located in the County of Stafford, Virginia.

B. County and Milestone wish to enter into an Agreement by which County shall provide Milestone with the right to market certain County-owned properties for the purpose of Milestone's construction of one or more telecommunications monopoles thereon, and leasing space on the monopole(s) and ground to telecommunication service providers. Any such construction and leasing are contingent, however, on the County granting both a Lease (as defined in § 21.9 hereof) to occupy the County-owned property and all necessary zoning approval (currently a Conditional Use Permit). Both the granting of a Lease on public property and the approval of a Conditional Use Permit are legislative acts, which the County will not commit in advance to take.

C. Nothing in this Agreement shall confer or create any exclusive relationship between the Parties as it pertains to construction of telecommunication monopoles and leasing of space thereon, with the exception of those limitations and/or conditions set forth in paragraph 5.7 of the Agreement.

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

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

2. Term of Agreement.

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

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

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

3. Duration of Leases; Terms.

3.1. The term of each Lease shall be set by the County Board of Supervisors in that Lease, commencing on that date such Lease is executed. Each Lease shall be substantially in the form attached hereto as Exhibit C (the "Real Estate Property Lease Agreement") and each lease shall control over any contrary provision of this Agreement. However, the County Board of Supervisors may deny any Lease or may condition the approval of any Lease for any reason without liability to Milestone or any party claiming under it. Notwithstanding the foregoing, if after the execution of any Lease, at least one Monopole is not constructed within twelve (12) months after the date of the Lease, and one (1) Carrier Sublease executed and paying full rent, such Lease may be terminated by County with thirty (30) days written notice to Milestone. Further, in the event that at any time after the initial construction of a Monopole on a Site, and the occupancy thereof pursuant to a Carrier Sublease, such Monopole remains vacant (i.e., with no Carrier Sublease applicable thereto) and no Carrier is paying rent therefor for a period in excess of six (6) consecutive months, such Lease may be terminated by County

with thirty (30) days written notice to Milestone. In the event that County elects to terminate a Lease due to the conditions described in the previous two sentences, then during the sixty (60) day period after receipt of County's termination notice, Milestone shall be permitted to elect to pay the County the amount that would have been due if one (1) Carrier Sublease was executed and paying full rent and, if Milestone begins the payment of such amount prior to the date that is sixty (60) days after receipt of County's termination notice, then County's termination notice shall be deemed null and void and the Lease shall continue in full force and effect. In the event that Milestone does not pay the County rent as described in the previous sentence, then Milestone shall remove the Monopole subject to the terms of Section 8 of this agreement. Milestone or County may terminate any Lease with sixty (60) days prior notice to the other party if (a) Milestone is unable to obtain or maintain in force all necessary Governmental Approvals, (b) a material change in government regulations makes it impractical, impossible, unlawful or uneconomic for Milestone to continue to operate the Facilities under such Lease, (c) interference by or to Milestone's operation cannot, despite good faith negotiations between Milestone and County in accordance with the terms hereof, be resolved, or (d) the Site or the Facilities are destroyed or damaged or taken in whole or in part (by condemnation or otherwise) sufficient adversely to affect Milestone's use of the Facilities.

3.2. Each Lease for an Approved Site shall be in the form determined by the County Board of Supervisors as to that Lease.

4. Duration of Carrier Subleases; Terms.

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

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

5. Site Assessments; Approved Sites; Development.

5.1. Within a commercially reasonable period after the date hereof, Milestone shall, at its sole cost and expense, prepare and deliver to County a Site Assessment with regard to each Site. The County hereby grants a non-transferable non-exclusive license, revocable at will, to Milestone to enter each Site to conduct a Site Assessment under the terms provided in this section 5.1, the insurance requirements of Section 13 of this Agreement, and the indemnification provided in section 14.1 of this Agreement. Should Milestone wish to perform any on-site tests or studies with respect to

any Site, Milestone shall first contact County to arrange a mutually acceptable time for such tests and studies to be conducted. County may elect to have County personnel accompany the person or persons performing such tests and studies. Following any such tests and studies, Milestone shall immediately restore the Site to its previous condition. Milestone shall perform any such tests and studies in a manner so as to minimize any impact on any County uses on the Site. County shall have the right to withhold its consent to any tests or studies which, in the sole and absolute determination of County, may materially alter any Site or interfere with County's use of the Site. At County's request, Milestone shall also furnish proof that Milestone and its contractors have the insurance coverage required under Section 13 hereof.

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

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

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

(c) At such time as the Site Plan is approved by the Director of Planning and Zoning, the Director of Planning and Zoning shall propose to County Board of Supervisors that it advertise and accept bids for a Lease for the Site.

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

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

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

5.5. Prior to initiation of site development, Milestone shall post the security for facility removal as required by the County's Security Policy. The security shall be in the form of cash deposited into escrow with the County, or irrevocable letter of credit from an institution meeting the requirements of the Security Policy.

5.6. Within ten (10) days after the earlier to occur of that date on which (i) Milestone receives all Governmental Approvals for a particular Site or (ii) Milestone commences construction-related work on such Site, Milestone shall pay the County a Site Fee of Twenty-five Thousand and No/100 Dollars ($25,000.00). Additionally, Milestone shall pay County an additional five thousand and No/100 Dollars ($5,000.00) collocation fee for each Approved Carrier after the first one on each Site, making such payment within ten (10) days of the earlier to occur of (i) the collocation occurring or (ii) Milestone's receipt of its first payment from the Approved Carrier for collocation. In the event Milestone fails to timely pay any Site Fee due hereunder, Milestone shall, in addition to owing County such Site Fee, pay to County interest on the amount thereof from the date due through the date of payment of such Site Fee to County, in an amount equal to the Prime Rate of interest as published from time to time by The Wall Street Journal plus four percent (4%). Simultaneously with the execution hereof, Milestone has paid to County an advance payment in the aggregate amount of One Hundred and Twenty-five Thousand and No/100 Dollars ($125,000.00) (the "Advance Payment"). The County shall utilize the Advance Payment to offset the Site Fee applicable to and otherwise payable with respect to the initial five (5) Sites for which Leases are executed by Milestone and County pursuant hereto. Notwithstanding anything to the contrary contained herein, in the event this Agreement expires or is terminated prior to the full execution of at least five (5) Leases, then the unapplied portion of the Advance Payment shall be returned to Milestone immediately upon such expiration or earlier termination. As an example, if this Agreement expires or is terminated and the County and Milestone had only fully executed three (3) Leases prior to such expiration or earlier termination, then County shall immediately return the remaining $50,000 of the Advance Payment to Milestone.

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

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

6. Duties of Milestone; Compensation.

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

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

7. **Duties of County; Compensation**.

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

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

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

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

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

8. Ownership of Site Improvements; Removal. Ownership of the Facilities located on an Approved Site shall remain with Milestone until the term of the Lease for the Approved Site expires or otherwise terminates. Within sixty (60) days after the end of such term, County shall notify Milestone of its election to (a) have Milestone remove any or all of the Facilities from the Approved Site or (b) have the Facilities remain on the Approved Site. If County fails to make such an election within the sixty (60) day period, Milestone shall inform County in writing, and County shall have an additional thirty (30) days to make the election. If County fails to make an election, it shall be deemed to have elected option (a). If County elects or is deemed to elect option (a), Milestone shall promptly (and in any event within one hundred twenty (120) days) remove the designated Facilities from the Approved Site, at Milestone's sole cost and expense; provided, however, that Milestone shall be entitled to leave in place underground cables which the County agrees do not and will not present a health or safety risk, and any other improvements which are 2 feet or more below grade. If Milestone fails to remove the Designated Facilities within a reasonable period as solely determined by the County, the County has the option to draw upon the securities provided by Milestone for this purpose and complete the Facilities removal under the County's direction. If the County elects option (b), upon termination or expiration of the applicable Lease, title to those Facilities designated by the County shall vest in the County, without the need for additional action by the County or Milestone, and County agrees to assume all responsibility and liability for the Facilities and any damages or claims related thereto arising from and after the date of title vesting in the County. Notwithstanding the foregoing, if so requested by either party, Milestone shall execute and deliver such further assurances thereof as requested by the other party.

9. Assignment; Financing.

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

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

9.3. Right of First Offer. During the Term (and any extension of the Term) and thereafter during the first five (5) years of the term of each Lease, County shall not grant a Lease on any Site (for which a Lease has been executed) to a person or entity competing with Milestone in the business of constructing towers or Monopoles to lease or license to third parties. If County is contacted by any telecommunications carrier or

service provider with regard to a Site, County shall direct such Carrier to discuss with Milestone the possibility of locating on one of Milestone's Monopoles. If after not less than sixty (60) days negotiation, the Carrier informs County that it was unable to reach an agreement with Milestone, County shall be entitled to enter into an agreement with that Carrier permitting the Carrier to construct a Monopole, tower or similar structure and operate thereon, or otherwise operate on the Site, provided that such operation does not cause signal interference with any Carrier operating on a Monopole at that time. Such agreement shall be on terms and conditions satisfactory to County in its sole discretion. If County breaches this Section, Milestone shall have the right to pursue any and all remedies available to Milestone under this Agreement, the applicable Lease or applicable law.

10. Condition of Property. Except as specifically provided in this Agreement, Milestone acknowledges and agrees that each Approved Site will be leased to Milestone in an "AS IS, WHERE IS," condition, without warranty of any kind, express or implied, including without limitation warranty of merchantability or fitness for a particular purpose, subject to all defects, latent or patent, known and unknown, apparent or hidden, including environmental conditions and matters, which currently exist or may in the future arise. **Milestone hereby waives all rights, remedies and causes of action against the County resulting from or relating to the condition of the Site. By executing a Lease, Milestone acknowledges that it has had the opportunity to inspect the Site, and is relying solely on that inspection, and not on any representation or warranty of County in leasing the Site, including the presence of any hazardous materials or other conditions that might render the site unfit for its intended use.** Notwithstanding the foregoing, the County represents and warrants that, to the best of its knowledge and belief, there are no hazardous materials on, in or under each Approved Site. County covenants not to store, deposit, or dump on any Approved Site any hazardous materials in such a manner that would require remediation under applicable laws.

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

12. Insurance.

12.1. All property of Milestone, its employees, agents, business invitees, licensees, customers, clients, subtenants, guests or trespassers, in and on any Site shall be and remain at the sole risk of Milestone, its employees, agents or business invitees, and the

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

12.2.

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

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

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

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

(c) Milestone agrees, prior to the Commencement Date of this Agreement, to deliver to the County a policy evidencing compliance with this Section. Such policy shall be delivered to the addresses provided in Section 18 of this Agreement..

12.3. Upon execution of any Lease, Milestone will maintain a policy or policies of commercial general liability insurance insuring County and Milestone against liability arising out of the use, operation or maintenance of the applicable Site and the installation, repair, maintenance, operation, replacement and removal of the Facilities. Such insurance shall be as set forth in the Lease but in no case less than the amounts set out in this Section 12 of this Agreement.

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

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

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

12.7. All insurance required by this Section 12 shall be written by insurers, in such forms, and shall contain such terms, as County may reasonably require.

13. Indemnity; Waiver.

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

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

14. Default; Remedies.

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

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

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

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

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

(f) An Event of Bankruptcy; or

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

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

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

(b) To seek specific performance of this Agreement.

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

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

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

15. [reserved]

16. Representations, Obligations, and Warranties.

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

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

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

16.4. [reserved]

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

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

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

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

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

17. Monthly Reports; Access to Records.

17.1. On or before the tenth (10th) day of each calendar month (or such other date as the County may agree to in writing), Milestone shall provide County with a written report setting forth in reasonable detail (a) the Monthly Gross Rental Revenues for the previous month, on a Site-by-Site and Carrier Sublease-by-Carrier Sublease basis, (b) any new Carrier Subleases entered into by Milestone, (c) the status of Milestone's progress

on all Sites which have received Preliminary or Final Approval, (d) any Sites which Milestone intends to submit a Request for Approval within the next ninety (90) days, and (e) any issues which have arisen or which Milestone anticipates may arise which could materially affect County's activities on any Site.

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

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

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

If to County:

County of Stafford
1300 Courthouse Road
Stafford, VA 22554
Attn: Anthony Romanello, County Administrator

with a copy to:

County of Stafford
1300 Courthouse Road
Stafford, VA 22554
Attn: Charlie Shumate, County Attorney

If to Milestone:

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

with a copy to:

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

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

19. Miscellaneous.

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

19.2. In performing its duties under this Agreement, Milestone shall at all times be an independent contractor, and not an employee, agent, partner or joint venturer of

County. Milestone shall have no right or authority, expressed or implied, to commit or otherwise obligate County in any manner.

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

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

19.5. Any provision of this Agreement may be amended if, but only if, such amendment is in writing and is signed by County and Milestone. County approval of any amendment shall require an affirmative vote of the Stafford County Board of Supervisors.

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

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

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

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

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

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

19.12. The headings of the various sections of this Agreement are inserted only for convenience of reference and are not intended, nor shall they be construed, to modify, define, limit, or expand the intent of the parties as expressed in this Agreement. Any pronoun used herein shall be deemed to refer to any gender, and singular pronouns shall be deemed to include the plural and vice versa. The use in this Agreement of the word "including" when following any general statement, term or matter, shall not be construed to limit that statement, term or matter to the specific items or matters, whether or not non-limiting language (such as "without limitation", or "but not limited to" or words of similar import) is used with reference thereto, but rather shall be deemed to refer to all other items or matters that could reasonably fall within the broadest possible scope of that general statement, term or matter. This Agreement shall not be construed as if it had been prepared by one of the parties, but rather as if both parties had prepared the same with the assistance of counsel.

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

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

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

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

20. Definitions.

20.1. Zoning and Permitting Application. A request or application for site plan approval, zoning certificate and/or building permit filed with County of Stafford

Department of Planning and Zoning and such other department(s) of the County having jurisdiction over the Site.

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

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

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

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

20.6. Equipment Facility. A building shelter, structure, or other facility, determined by Milestone on a site by site basis subject to the reasonable approval of County, in which ground-based equipment necessary for the use of the Monopole(s) shall be located.

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

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

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

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

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

20.10. Final Approval. The final approval of a Lease granted by the Stafford County County Board of Supervisors. Final Approval may be given or withheld in County's sole and absolute discretion.

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

20.12. Monthly Gross Rental Revenues. All monthly rental income or revenue derived from the Approved Carriers on any Monopole owned by Milestone on any Site. As of the date of this Agreement, the monthly base rent charged to each Approved Carrier by Milestone is $2,500 and in no event will Milestone's payment to the County under this provision be less than one thousand dollars ($1000.00) per site, i.e., forty percent (40%) of two thousand five hundred dollars ($2,500). Monthly Gross Rental Revenues shall exclude any real estate-related ad valorem taxes (which term specifically excludes personal property taxes and taxes on income derived from the Facilities) payable for such period (or the pro rata share thereof applicable to such period) by Milestone on the Sites or the Facilities. The following reimbursable expenses paid by Approved Carriers to Milestone are one-time payments and shall be excluded from the calculation of Monthly Gross Rental Revenues (provided that such reimbursable expenses are not in lieu of or in substitution for any rent under the Carrier Sublease): (a) expenses incurred to extend power, telecommunication lines/equipment and any other utilities to the Facilities, (b) any extraordinary expenses incurred to clear, grade and construct the vehicular access from the nearest road to the Facilities and (c) any expenses incurred to purchase and install a stealth monopole (i.e. tree, clock tower or any other nonstandard monopole) above and beyond the expenses for a standard monopole. The expenses described in the preceding sentence shall include, but not be limited to, engineering, construction administration, application and legal fees and expenses.

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

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

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

20.16. Preliminary Approval. The conceptual approval by the Director of Planning and Zoning of Milestone's conceptual development plan for a Site, following County's receipt of a Request for Approval. Preliminary Approval may be given or withheld in County's sole and absolute discretion.

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

20.18. Director of Planning and Zoning. County's then appointed designated representative for purposes of administering the functions on behalf of the County hereunder. The Director of Planning and Zoning may be changed from time to time by County, at County's sole and absolute discretion, upon notification thereof to Milestone.

20.19. Site. Each parcel of real property within the County limits of the County of Stafford which is solely owned by the County or Stafford County School Board and identified as acceptable for consideration as a site for a telecommunication facility; provided, however, that any such Site shall cease to be a Site available for further Development if it is sold or conveyed by County.

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

20.21. Site Plan Application. Often used interchangeably with Zoning and Permitting Application, a plan showing in reasonable detail the proposed Development on any Site, including, without limitation the location of the Facilities, proposed ingress-egress routes and all requested easements.

20.22. Third Party. A party other than County or Milestone.

[*Signatures on the following page*]

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

COUNTY:

COUNTY OF STAFFORD

By:_____
Name: _____
Title:_____
Date:_____

MANAGER:

MILESTONE COMMUNICATIONS MANAGEMENT III, INC., a Delaware corporation

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

EXHIBIT A

List of Properties Approved for Marketing

[attached]

DRAFT

EXHIBIT B

Form Carrier Rider

[attached]

DRAFT

EXHIBIT C

Form Lease

[attached]

DRAFT