TOWN OF HERNDON, VIRGINIA
TOWN COUNCIL

ORDINANCE

MARCH 24, 2026

Ordinance- **to approve and authorize the mayor to sign a Fifth Lease Amendment with New Cingular Wireless PCS, LLC (AT&T) for the Town's Alabama Drive Water Tower to add three 5-year renewal terms upon expiration of current term and to update notice information.**

BE IT ORDAINED by the Town Council of the Town of Herndon, Virginia that:

1. The Town Council approves a Fifth Amendment to Deed of Lease dated March 24, 2026.

2. This instrument provides for three (3) additional renewal terms of five (5) years each upon expiration of the current term on May 31, 2026.

3. This instrument amends Section 18 regarding notices by updating contact information for parties.

4. In all other respects the original lease remains in effect.

5. The mayor is authorized to sign and deliver the lease amendment and any ancillary instruments necessary to evidence or effectuate the lease amendment, provided they are consistent with this ordinance and on such form approved by the Town Attorney.

6. This ordinance shall be in effect on and after the date of its adoption.

A Copy – Teste:



Margie C. Tacci
Deputy Town Clerk



MOTION: **del Aguila**
SECOND: **Reyes**
RE: **Ordinance 26-O-06**
ACTION: **Adopted**

Votes
Ayes: del Aguila, Garcia, Hedrick, Lloyd, Reyes, Mayor LeBlanc
Nays: None
Absent from Vote: Alam
Absent from Meeting: Alam

Docusign Envelope ID: 601CEA78-FD6F-4304-8B4D-F1AB344D8D9D

Tenant Site ID: 16269/Herndon Water Tank
Fixed Asset No. 10067722
Market: DC/MD
Address: 624 Alabama Drive, Herndon, VA 20170

FIFTH AMENDMENT TO DEED OF LEASE

THIS FIFTH AMENDMENT TO DEED OF LEASE ("**Fifth Amendment**"), dated the 24th day of March 2026, is by and between Town of Herndon, a municipal corporation, having a mailing address of 777 Lynn Street, Herndon, VA 20170 (hereinafter referred to as "**Town**"), and New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address of 1025 Lenox Park Blvd NE 3rd Floor Atlanta, GA 30319 (hereinafter referred to as "**Lessee**").

WHEREAS, Town and Lessee (or its respective predecessor-in-interest) entered into a Deed of Lease dated December 6, 2000 ("Deed of Lease"), as amended by that certain First Amendment to Deed of Lease dated July 23, 2006 ("First Amendment"), as amended by the Second Amendment to Deed of Lease dated October 20, 2015 ("Second Amendment"), as amended by the Third Amendment to Deed of Lease dated January 26, 2021 ("Third Amendment"), and as amended by the Fourth Amendment to Deed of Lease dated February 28, 2023 ("Fourth Amendment") (hereafter, collectively, the "Lease") whereby Town leased to Lessee certain Premises, therein described, that are a portion of the Property located at 624 Alabama Drive, Herndon, VA 20170; and

WHEREAS, Town and Lessee hereby affirm that, as of the date hereof: (i) no breach or default by Town or Lessee occurred; and (ii) the Lease, and all the terms, covenants, conditions, provisions and agreements thereof, except as expressly modified by this Amendment are in full force and effect, with no defenses or offsets thereto; and

WHEREAS, Town and Lessee desire to amend the Lease as follows;

NOW THEREFORE, in consideration of the mutual covenants contained in the Lease and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Town and Lessee hereby agree as follows:

1. All capitalized terms shall have the meaning ascribed to them in the Lease unless otherwise defined in this Fifth Amendment.

2. **Renewal Terms.** Upon expiration of the term expiring on May 31, 2026, Lessee shall have the right to renew the Lease for three (3) additional renewal terms of five (5) years each. Each renewal term shall renew automatically, on the same terms and conditions of the Lease, unless Lessee provides at least sixty (60) days prior written notice before the expiration of the then current term that Lessee does not wish to exercise such renewal term.

3. **Notices.** Section 18, and subsequent amendments to Section 18 of the Lease are hereby deleted in their entirety and replaced with the following:

All notices, requests, payments of Rent, demands, and other communications required or permitted hereunder shall be given as follows:

For Notices of Default to Lessee:

a) To Lessee's Lease Administration Department at NoticeIntake@att.com; and

b) To Lessee's Law Department via First Class certified or registered mail, return receipt requested, or by a nationally recognized overnight courier, postage prepaid:

New Cingular Wireless PCS, LLC
Attn.: Legal Dept – Network Operations
Site No. 16269; Cell Site Name: Calhoun Ct (VA)
Fixed Asset: 10067722
208 S. Akard Street
Dallas, TX 75202-4206

For Notices of Default to Town:

a) To Town at (town.manager@herndon-va.gov with a copy to town.attorney@herndon-va.gov and to publicworks@herndon-va.gov); and

b) To Town's Law Department via First Class certified or registered mail, return receipt requested, or by a nationally recognized overnight courier, postage prepaid:

Town of Herndon
Attn: Town Attorney
777 Lynn Street
Herndon, VA 20170

With a copy to:

Town of Herndon
Attn: Town Manager
777 Lynn Street
Herndon, VA 20170

and

Town of Herndon
Attn: Department of Public Works
777 Lynn Street
Herndon, VA 20170

All other Notices will be sent:

c) To Lessee's Lease Administration Department at NoticeIntake@att.com; and

d) To Town at (town.manager@herndon-va.gov with a copy to town.attorney@herndon-va.gov and to publicworks@herndon-va.gov);

4. Except as specifically amended herein, the remaining terms of the Lease shall remain in full force and effect. To the extent any provision contained in this Fifth Amendment conflicts with the terms of the Lease, the terms and provisions of this Amendment shall prevail.

[NO MORE TEXT ON THIS PAGE - SIGNATURES TO FOLLOW ON NEXT PAGE]

Docusign Envelope ID: 601CEA78-FD6F-4304-8B4D-F1AB344D8D9D

Tenant Site ID: 16269/Herndon Water Tank
Fixed Asset No. 10067722
Market: DC/MD
Address: 624 Alabama Drive, Herndon, VA 20170

IN WITNESS WHEREOF, the parties have caused this Fifth Amendment to be effective as of the last date written below.

LESSOR:

TOWN OF HERNDON

By: _____

Name: Keven J. LeBlanc, Jr.

Title: Mayor

Date: 3/24/2026

LESSEE:

NEW CINGULAR WIRELESS PCS, LLC,
a Delaware limited liability company

By: DocuSigned by: Jesse Bird 1DCD6F3C02534A8...

Name: Jesse Bird

Title: Principal Tech Vendor Mgmt

Date: 2/12/2026

APPROVED AS TO FORM:

By: _____

Name: Lesa J. Yeatts

Title: Town Attorney