COLORADO OPTION AND STRUCTURE LEASE AGREEMENT (472 N. Ridge Road)

THIS	COLORADO	OPTION AND	LEASE	AGREEMENT	("Agreement"),	
dated this	day of	, 2015	(the "Eff	ective Date"), i	s entered into by	
the Town of C	Castle Rock, a	Colorado munici	pal corpo	ration, 100 Wild	cox Street, Castle	
Rock, Colorado 80104 ("Landlord") and New Cingular Wireless PCS, LLC, a Delaware						
					tlanta, GA 30324	
("Tenant").	•	•	•	,	,	

BACKGROUND

Landlord owns and controls that certain plot, parcel or tract of land, together with all rights and privileges arising in connection therewith, located at 472 N. Ridge Road, Castle Rock, Colorado and more particularly described in the attached *Exhibit 1* (the "Property"). Tenant desires to use a portion of the Property in connection with its federally licensed communication business. Landlord desires to grant to Tenant the right to use a portion of the Property in accordance with this Agreement.

The parties agree as follows:

1. OPTION TO LEASE.

- (A) Landlord grants to Tenant an option (the "Option") to lease a portion of the Property consisting of ground area space of approximately 738 square feet, including the air space above such ground space for approved radio equipment, coax, utilities, ancillary equipment, together with such easement rights as are necessary for the antennas and initial installation as described on the attached *Exhibit 2* (collectively, the "Premises").
- During the Option period and during the terms of this Agreement, with (B) prior approved notice, Tenant and its agents, engineers, surveyors and other representatives will have the right to enter onto the Property to inspect, examine, conduct soil borings, drainage testing, material sampling, radio frequency testing and other geological or engineering tests or studies of the Property (collectively the "Tests"), to apply for and obtain licenses, permits, or approvals required of or deemed necessary or appropriate at Tenant's sole discretion for its use of the Premises and include without limitation applications for zoning variances, zoning ordinances, amendments, special use permits, and construction permits (collectively, the "Government Approvals"), initiate the ordering and/or scheduling of necessary utilities, and otherwise do those things on or off the Property that, in the opinion of Tenant, are necessary in Tenant's sole discretion to determine the physical condition of the Property, the environmental history of the Property, Landlord's title to the Property and the feasibility or suitability of the Property for Tenant's Permitted Use, all at Tenant's expense. Tenant will not be liable to Landlord or any third party on account of any pre-existing defect or condition on or with respect to the Property, whether or not such defect or condition is disclosed by Tenant's

inspection. Tenant, within 48 hours of discovery, shall disclose any pre-existing defects or conditions to Landlord. Tenant will restore the Property to its condition as it existed at the commencement of the Option Term (as defined below), reasonable wear and tear and casualty not caused by Tenant excepted (reasonable wear and tear and casualty not caused by Tenant to be identified before any work occurs). In addition, Tenant shall indemnify, defend and hold Landlord harmless from and against any and all injury, loss, damage, or claims arising directly out of Tenant's Tests.

- (C) In consideration of Landlord granting Tenant the Option, Tenant agrees to pay Landlord the sum of Fifteen hundred and 00/100 Dollars (\$1,500) within thirty (30) business days of the Effective Date. The Option will be for an initial term of one (1) year commencing on the Effective Date (the "Initial Option Term") and may be renewed by Tenant for an additional one (1) year (the "Renewal Option Term") upon written notification to Landlord and the payment of an additional Fifteen hundred and 00/100 Dollars (\$1,500) no later than five (5) days prior to the expiration date of the Initial Option Term. The Initial Option Term and any Renewal Option Term are collectively referred to as the "Option Term.
- (D) The Option may be sold, assigned or transferred at any time by Tenant to Tenant's parent company or member if Tenant is a limited liability company or any affiliate or subsidiary of, or partner in, Tenant or its parent company or member. Otherwise, the Option may not be sold, assigned or transferred without the written consent of Landlord, such consent not to be unreasonably withheld, conditioned or delayed. From and after the date the Option has been sold, assigned or transferred by Tenant to a third party agreeing to be subject to the terms hereof, Tenant shall immediately be released from any and all liability under this Agreement, including payment of any rental or other sums due, without any further action.
- (E) During the Option Term, Tenant may exercise the Option by notifying Landlord in writing. If Tenant exercises the Option then Landlord leases the Premises to the Tenant subject to the terms and conditions of this Agreement. If Tenant does not exercise the Option during the Option Term, this Agreement will terminate and the parties will have no further liability to each other.
- (F) If during the Option Term, or during the term of this Agreement if the Option is exercised, Landlord decides to subdivide, sell or change the status of the zoning of the Premises, Property or any of Landlord contiguous, adjoining or surrounding property (the "Surrounding Property"), which includes (without limitation) the remainder of the structure) or in the event of foreclosure, Landlord shall immediately notify Tenant in writing. Any sale of the Property shall be subject to Tenant's rights under this Agreement. Landlord agrees that during the Option Term, or during the Term of this Agreement if the Option is exercised, Landlord shall not initiate any change in the zoning of the Premises, Property or Surrounding Property or impose or consent to any other restriction that would prevent or limit Tenant from using the Premises for the uses intended by Tenant as hereinafter set forth in this Agreement.

2. PERMITTED USE. Subject to obtaining all applicable local, state and federal permits and in compliance with all applicable laws, Tenant may use the Premises for the transmission and reception of communication signals and the installation, construction, maintenance, operation, repair, replacement and upgrade of its communication fixtures and related equipment, cables, accessories and improvements, which may include a suitable support structure, associated antennas, I beams, equipment shelters or cabinets and fencing and any other items necessary to the successful and secure use of the Premises (collectively, the "Communication Facility"), as well as the right to test, survey and review title on the Property; Tenant further has the right, but not the obligation, to add, modify, and/or replace equipment in order to be in compliance with any current or future federal, state or local mandated application, including, but not limited to, emergency 911 communication services, at no additional cost to Tenant or Landlord (collectively, the "Permitted Use"). Landlord and Tenant agree that any portion of the Communication Facility that may be conceptually described on Exhibit 2 will not be deemed to limit Tenant's Permitted Use. If Exhibit 2 includes drawings of the initial installation of the Communication Facility, Landlord's execution of this Agreement will signify Landlord's approval of Exhibit 2. Tenant has the right to install and operate transmission cables from the equipment shelter or cabinet to the antennas, electric lines from the main feed to the equipment shelter or cabinet, and to make Property improvements, alterations, upgrades or additions appropriate for Tenant's use ("Tenant Changes"). Tenant agrees to comply will all applicable governmental laws, rules, statutes, and regulations, relating to its use of the Communication Facility on the Property. Tenant has the right to modify, supplement, replace, upgrade, expand the equipment, increase the number of antennas or relocate the Communication Facility within the Premises at any time during the term of this Agreement so long as such modifications, supplementation, replacement or upgrade is in conformance with the approved drawings. Tenant will be allowed to make such alterations to the property in order to accomplish Tenant's Changes or to insure that Tenant's Communication Facility complies with all applicable federal, state or local laws, rules or regulations.

3. <u>TERM</u>.

- (A) The initial lease term will be five (5) years ("Initial Term"), commencing on the effective date of written notification by Tenant to Landlord of Tenant's exercise of the Option (the "Term Commencement Date"). The initial term will terminate on the fifth (5th) annual anniversary of the Term Commencement Date.
- (B) This Agreement will automatically renew for four (4) additional five (5) year term(s) (each five (5) year term shall be defined as the "Extension Term"), upon the same terms and conditions unless the Tenant notifies the Landlord in writing of Tenant's intention not to renew this Agreement at least sixty (60) days prior to the expiration of the existing Term.
- (C) If at the end of the fourth (4th) five (5) year Extension Term this Agreement has not been terminated by either party by giving the other written notice of an intention to terminate it at least six (6) months prior to the end of such term, this

Agreement shall continue in full force upon the same covenants, terms and condition for a further term of five (5) years and for five (5) year terms thereafter until terminated by either Party by giving to the other written notice of its intention to so terminate at least six (6) months prior to the end of such term. All rental payments shall be made monthly, in advance.

4. RENT.

- (A) Commencing on the first day of the month following Term Commencement Date (the "Rent Commencement Date"), Tenant will pay the Landlord a monthly rental payment of Fifteen hundred and 00/100 Dollars (\$1500) ("Rent"), at the address set forth above, on or before the fifth (5th) day of each calendar month in advance. In partial months occurring after the Rent Commencement Date, Rent will be prorated. The initial Rent payment will be forwarded by Tenant to Landlord within thirty (30) days after the Rent Commencement Date.
- (B) In year one (1) of each Extension Term, the monthly rent will increase by Fifteen percent (15%) over the Rent paid during the previous Term.
- (C) All other charges payable under this Agreement shall be billed by Landlord within one (1) year from the end of the calendar year in which the charges were incurred; any charges beyond such period shall not be billed by Landlord, and shall not be payable by Tenant. The provisions of the foregoing sentence shall survive the termination or expiration of this Agreement.

5. APPROVAL.

- (A) Landlord agrees that Tenant's ability to use the Premises is contingent upon the suitability of the Premises for Tenant's Permitted Use and Tenant's ability to obtain and maintain all Government Approvals. Landlord authorizes Tenant to prepare, execute and file all required applications to obtain Government Approvals for Tenant's Permitted Use under this Agreement and agrees to reasonably assist Tenant with such applications and with obtaining and maintaining the Government Approvals.
- (B) Tenant has the right to obtain a title report or commitment for a leasehold title policy from a title insurance company of its choice and have the Property surveyed by a surveyor of Tenant's choice. In the event Tenant determines, in its sole discretion, due to the title report results or survey results, the conditions of the Premises is unsatisfactory, Tenant will have the right to terminate this Agreement upon notice to Landlord.
- (C) Tenant may also perform and obtain, at Tenant's sole cost and expense, soil borings, percolation tests, engineering procedures, environmental investigation or other tests or reports on, over and under the Property, necessary to determine if the Tenant's use of the Premises will be compatible with Tenant's engineering specifications,

system, design, operations or Government Approvals. Tenant shall also pay for any Landlords costs incurred to support such "tests," such as utility locates.

- **6.** <u>TERMINATION</u>. This Agreement may be terminated, without penalty or further liability, as follows:
- (A) by either party on thirty (30) days prior written notice, if the other party remains in default under Paragraph 15, Default and Right to Cure of this Agreement, after the applicable cure periods;
- (B) by Tenant upon written notice to Landlord, if Tenant is unable to obtain, or maintain, any required approval(s) or the issuance of a license or permit by any agency, board, court or other governmental authority necessary for the construction or operation of the Communication Facility as now and hereafter intended by Tenant or if Tenant determines in its sole discretion that the cost of obtaining or retaining the same is commercially unreasonable; or
- (C) by Tenant upon written notice to Landlord for any reason, at any time prior to commencement of construction by Tenant; or
- (D) by Tenant upon one hundred twenty (120) days prior written notice to Landlord for any reason, so long as Tenant pays Landlord a termination fee equal to three (3) months Rent, at the then current rate; provided, however, that no such termination fee will be payable on account of the termination of this Agreement by Tenant under any one or more of Paragraphs 5(B) Approvals, 6(A), (B) or (C) Termination, 8 Interference, 11(D) Environmental, 18 Severability, 19 Condemnation, 20 Casualty, or 24 Relocation, of this Agreement; or
- (E) by Landlord after the first Extension Term upon twelve (12) months written notice to Tenant if Landlord needs the Premises occupied by Tenant for expansion of Landlord's facilities, and the Premises cannot be relocated per the relocation terms of this Agreement.

7. INSURANCE.

Tenant agrees that, at its own cost and expense, it will maintain comprehensive general liability and property liability insurance with liability limits of not less than One Million and 00/100 Dollars (\$1,000,000) for injury to or death of one or more persons in any one occurrence and Six Hundred Thousand and 00/100 Dollars (\$600,000) for damage or deconstruction to property in any one occurrence. Landlord agrees that Tenant may self-insure against any loss or damage that could be covered by a general public liability insurance policy. Landlord shall carry comprehensive general liability and property liability insurance with liability limits in an amount covering any potential liability exposure to Landlord under the Colorado Governmental Immunity Act, CRS §24-10-101, et seq., as from time to time amended.

The parties understand and agree that Landlord is relying on and does not waive or intend to waive by this Agreement, any provision, hereof, including the provisions of this paragraph, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, CRS §24-10-101, et seq., as from time to time amended, or otherwise available to Landlord.

8. <u>INTERFERENCE</u>.

Tenant agrees to have installed radio equipment of the type and frequency which will not cause interference to the existing equipment of Landlord or other current Tenants of the Property. In the event Tenant's equipment causes such interference, and after Landlord has notified Tenant of such interference pursuant to this Agreement, Tenant will cease operation of its facility within 24 hours of such notice until the interference is eliminated. Landlord acknowledges that interference may come from different sources. and Tenant shall only be responsible to correct interference caused by Tenant's equipment. In the event Tenant fails to so correct such interference after said notice and time period, Tenant shall be in default under this Agreement. Landlord agrees that Landlord and/or any other future tenants of the Property will be permitted to install only such radio equipment that is of the type and frequency which will not cause interference to Tenant. Landlord further agrees that the current tenants will only be permitted to install additional equipment that is of a type and frequency which will not cause interference to the Tenant. However, Landlord shall not be required to bring any legal action against the interfering tenant. Nothing in this section or Agreement shall be deemed to limit Tenant's right of action against the interfering tenant. The Parties acknowledge that there will be an adequate remedy at law for non-compliance with the provisions of this paragraph and therefore, Tenant shall have the right to equitable remedies, such as, without limitation, injunctive relief and specific performance.

9. <u>INDEMNIFICATION</u>.

Subject to Paragraph 7 above, Tenant shall indemnify and hold Landlord harmless against any claim of liability or loss from personal injury or property damage resulting from or arising out of the use and occupancy of the Premises or the Property by Tenant, its servants or agents, excepting, however, such claims or damages as may be due to or caused by the acts or omissions of Landlord, or its servants or agents.

10. WARRANTIES.

Tenant and Landlord each acknowledge and represent that it is duly organized, validly existing and in good standing and has the right, power and authority to enter into this Agreement and bind itself hereto through the party set forth as signatory for the party below.

11. ENVIRONMENTAL.

- (A) Tenant agrees to hold harmless and indemnify Landlord, and to assume all duties, responsibilities, and liabilities at the sole cost and expense of the Tenant for, payment of penalties, sanctions, forfeitures, losses, costs, or damages, and for responding to any action, notice, claim, order, summons, citation, directive, litigation, investigation, or proceeding which is related to (i) Tenant's failure to comply with any environmental or industrial hygiene law, including without limitation 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 matters as may now or hereafter be in effect, or (ii) any environmental or industrial hygiene conditions that arise out of or are in any way related to the condition of the Property and activities conducted by the tenant, its servants, or agents thereon, unless the environmental conditions are caused by Landlord.
- (B) The indemnification of this Paragraph 11 Environmental specifically include reasonable costs, expenses, and fees incurred in connection with any investigation of Property conditions or any clean-up, remediation, removal or restoration work required by any governmental authority. The provisions of this Paragraph 11 Environmental will survive the expiration or termination of this Agreement.
- (C) In the event Tenant becomes aware of any hazardous materials on the Property, or any environmental or industrial hygiene condition or matter relating to the Property that, in Tenant's sole determination, renders the condition of the Premises unsuitable for Tenant's use, or if Tenant believes that the leasing or continued leasing of the Premises would expose Tenant to undue risks of government action, intervention, or third-party liability, Tenant will have the right, in addition to any other rights it may have at law or in equity, to terminate this Agreement upon notice to Landlord.

12. ACCESS.

At all times throughout the Term of this Agreement, and at no additional charge to Tenant, Tenant and its employees, agents, and subcontractors, will have twenty-four (24) hour per day, seven (7) days per week pedestrian and vehicular access to and over the Property, from an open and improved public road to the Premises, for the installation, maintenance and operation of the Communication Facility and any utilities serving the Premises. Landlord grants to Tenant an easement for such access and Landlord agrees to provide to Tenant such codes, keys and other instruments necessary for such access at no additional cost to Tenant. Upon Tenant's request, Landlord will execute a separate recordable easement evidencing this right. In the event any public utility is unable to use the access or easement provided to Tenant then the Landlord agrees to grant additional access or an easement, if available, either to Tenant or to the public utility, for the benefit of Tenant, at no cost to Tenant. Any costs for the easement shall be at the expense of the Tenant.

It is understood and agreed by Tenant that in addition to Tenant's responsibilities to maintain the Licensed Property as provided herein, Tenant shall take reasonable security precautions to keep the Town's adjacent water facilities secure from intrusion and interference by employees, agents and contractors of the Tenant in light of the unique safety and security concerns of the Town.

13. REMOVAL/RESTORATION.

All portions of the Communication Facility brought onto the Premises by Tenant will be and remain Tenant's personal property, and at Tenant's option, may be removed by Tenant at any time during the Term. Landlord covenants and agrees that no part of the Communication Facility constructed, erected, or placed on the Premises by Tenant will become, or be considered as being affixed to or a party of, the Property, it being the specific intention of the Landlord that all improvements of every kind and nature constructed, erected or placed by Tenant on the Premises will be and remain the property of the Tenant and may be removed by the Tenant at any time during the Term. Within sixty (60) days of the termination of this Agreement, Tenant will remove all of Tenant's above-ground improvements and Tenant will, to the extent reasonable, restore the Premises to its condition at the commencement of the Agreement, reasonable wear and tear and loss by casualty or other causes beyond Tenant's control excepted. Notwithstanding the foregoing, Tenant may be responsible for the replacement of any trees, shrubs or other vegetation, and Tenant may be required to remove from the Premises or the Property any foundations or underground utilities if required by Landlord.

14. MAINTENANCE/UTILITIES.

- (A) Tenant will keep and maintain the Premises in good condition, reasonable wear and tear and damage from the elements excepted. Landlord will maintain and repair the Property and access thereto, in good and tenantable condition, subject to reasonable wear and tear and damage from the elements. Tenant will be responsible for any damage beyond normal wear and tear attributable to its operation and/or access.
- (B) Tenant will be responsible for paying all utility charges for electricity, telephone service or any other utility used or consumed by Tenant on the Premises. Landlord will fully cooperate with any utility company requesting an easement over, under and across the Property in order for the utility company to provide service to the Tenant. Landlord will not be responsible for interference with, interruption of or failure, beyond the reasonable control of Landlord, of such services.

15. <u>DEFAULT AND RIGHT TO CURE</u>.

(A) The following will be deemed a default by Tenant and a breach of this Agreement: (i) non-payment of Rent if such Rent remains unpaid for more than thirty (30) days after receipt of written notice from Landlord of such failure to pay; or (ii) Tenant's failure to perform any other term or condition under this Agreement within

forty-five (45) days after receipt of written notice from Landlord specifying the failure. No such failure, however, will be deemed to exist if Tenant has commenced to cure such default within such period and provided that such efforts are prosecuted to completion with reasonable diligence. Delay in curing a default will be excused if due to causes beyond the reasonable control of Tenant. If Tenant remains in default beyond any applicable cure period, Landlord will have the right to exercise any and all rights and remedies available to it under law and equity.

(B) The following will be deemed a default by Landlord and breach of this Agreement. Landlord's failure to perform any term, condition, or breach of any warranty or covenant under this Agreement within forty-five (45) days after receipt of written notice from Tenant specifying the failure. No such failure, however, will be deemed to exist if Landlord has commenced to cure the default within such period and provided such efforts are prosecuted to completion with reasonable diligence. Delay in curing a default will be excused if due to causes beyond the reasonable control of Landlord. If Landlord remains in default beyond the applicable cure period, Tenant will have the right to exercise any and all rights available to it under law and equity.

16. ASSIGNMENT/SUBLEASE.

This Agreement may be sold, assigned or transferred by Tenant, without any approval or consent of Landlord, to Tenant's principal, affiliates, or subsidiaries of its principal; or to any entity which acquires all or substantially all of Tenant's assets in the market defined by the Federal Communications Commission in which the Property is located by reason of merger, acquisition or other business reorganization; or to any entity which acquires or receives an interest in the majority of communication towers of Tenant in the market defined by the Federal Communications Commission in which the Property is located. As to other parties, this Agreement may not be sold, assigned, or transferred without the written consent of Landlord, which such consent will not be unreasonably withheld or delayed.

17. <u>NOTICES</u>.

All notices, requests, demands, and communications hereunder will be given by first class certified or registered mail, return receipt requested, or by a nationally recognized overnight courier, postage prepaid, to be effective when properly sent and received, refused or returned undelivered. Notice will be addressed as follows:

If to Tenant: New Cingular Wireless PCS, LLC

Attn: Network Real Estate Administration

RE: Cell Site #COU5057; Cell Site Name: Ridge & 5th (CO)

Fixed Asset #10123151

575 Morosgo Drive NE, 13F, West Tower

Atlanta, GA 30324

With copy to:

New Cingular wireless PCS, LLC

Attn: AT&T Legal Dept. - Network Operations

RE: Cell Site #COU5057; Cell Site Name: Ridge & 5th (CO)

Fixed Asset #10123151 208 S. Akard Street Dallas, TX 75202-4206

If to Landlord:

Town of Castle Rock

Attn: Director of Utilities

100 Wilcox Street Castle Rock, CO 80104

With copy to:

Town of Castle Rock Attn: Town Attorney 100 Wilcox Street Castle Rock, CO 80104

Either party may change the place for giving notice to it by thirty (30) days written notice to the other party as provided herein.

18. <u>SEVERABILITY</u>.

If any term or condition of this Agreement is found unenforceable, the remaining terms and conditions will remain binding upon the parties as though said unenforceable provision were not contained herein. However, if the invalid, illegal, or unenforceable provision materially affects this Agreement, then the Agreement may be terminated by either party on ten (10) business days prior written notice to the other party.

19. **CONDEMNATION**.

In the event Landlord receives notification of any condemnation proceedings affecting the Property, Landlord will provide notice of the proceeding to Tenant within forty-eight (48) hours. If a condemning authority takes all of the Property, or a portion sufficient, in Tenant's sole determination, to render the Premises unsuitable for Tenant, this Agreement will terminate as of the date the title vests in the condemning authority. The parties will each be entitled to pursue their own separate awards in the condemnation proceeds, which for Tenant may include, where applicable, the value of its Communication Facility, moving expenses, prepaid Rent, and business dislocation expenses, provided that any award to Tenant will not diminish Landlord's recovery. Tenant will be entitled to reimbursement for any prepaid Rent on a prorate basis.

20. CASUALTY.

Landlord will provide notice to Tenant of any casualty affecting the Property within forty-eight (48) hours of discovery of the casualty. If any part of the

Communication Facility or Property is damaged by fire or other casualty so as to render the Premises unsuitable, in Tenant's sole determination, then Tenant may terminate this Agreement by providing written notice to the Landlord, which termination will be effective as of the date of such damage or destruction. Upon such termination, Tenant will be entitled to collect all insurance proceeds payable to Tenant on account thereof and to be reimbursed for any prepaid Rent on a prorate basis. If notice of termination is given, or if Landlord or Tenant undertake to rebuild the Communications Facility, Landlord agrees to use its reasonable efforts to permit Tenant to place temporary transmission and reception facilities on the Property at no additional Rent until such time as Tenant is able to secure a replacement transmission location or the reconstruction of the Communication Facility is completed.

21. WAIVER OF LANDLORD'S LIENS.

Landlord waives any and all lien rights it may have, statutory or otherwise, concerning the Communication Facility or any portion thereof. The Communication Facility shall be deemed personal property for purposes of this Agreement, regardless of whether any portion is deemed real or personal property under applicable law and Landlord consents to Tenant's right to remove all or any portion of the Communication Facility from time to time in Tenant's sole discretion and without Landlord's consent.

22. TAXES.

- (A) Tenant shall be solely responsible for and shall timely pay all personal property taxes levied and assessed against it or its personal property. Tenant shall be solely responsible for and shall timely pay all real property taxes levied and assessed against the Premises. At the request of Landlord, Tenant shall provide evidence of payment of taxes.
- (B) Tenant shall have the right to contest all taxes, assessments, charges and impositions assessed against its personal property or improvements, and Landlord agrees to join in such contest, if required by law, and to permit the Tenant to proceed with the contest in Landlords name, provided that the expense of the contest is borne by Tenant. If the Landlord initiates an action to contest taxes or other items, Tenant may join in the action provided that Tenant pays its own expenses of so participating. Landlord shall, within seven (7) days of receipt of notice of any increase in taxes, assessments or other charges, send a copy of such notice by certified mail, return receipt requested, to Tenant. If Landlord fails to give Tenant such notice as set forth above, Landlord will be responsible for payment of any increases and Tenant shall have the option to pay the same and deduct such payment from Rent or any other sums next due.

23. SALE OF PROPERTY.

If Landlord, at any time during the terms of this Agreement, decides to sell, subdivide or rezone any of the Premises, all or any part of the Property or Surrounding Property, to a purchaser other than Tenant, Landlord shall promptly notify Tenant in

writing, and such sale, subdivision, or rezoning shall be subject to this Agreement and Tenant's rights hereunder.

24. <u>MISCELLANEOUS</u>.

- (A) Amendment/Waiver. This Agreement cannot be amended, modified or revised unless done in writing and signed by an authorized agent of the Landlord and an authorized agent of the Tenant. No provision may be waived except in a writing signed by both parties.
- (B) Memorandum/Short Form Lease. Either party will, at any time upon fifteen (15) business days prior written notice from the other, execute, acknowledge, and deliver to the other a recordable Memorandum or Short Form of Lease. Either party may record this Memorandum or Short Form of Lease at any time, in its absolute discretion.
- (C) Bind and Benefit. The terms and conditions contained in this Agreement will run with the Property and bind and inure to the benefit of the parties, their respective heirs, executors, administrators, successors and assigns.
- (D) Entire Agreement. This Agreement and the exhibits attached hereto, all being a part hereof, constitute the entire agreement of the parties and will supersede all prior offers, negotiations, and agreements with respect to the subject matter of this Agreement.
- (E) Governing Law. This agreement will be governed by the laws of the State in which the Premises are located, without regard to conflicts of law.
- (F) Interpretation. Unless otherwise specified, the following rules of construction and interpretation apply: (i) captions are for convenience and reference only and in no way define or limit the construction of the terms and conditions hereof; (ii) use of the term "including" will be interpreted to mean "including but not limited to"; (iii) whenever a party's consent is required under this Agreement, except as otherwise stated in this Agreement or as same may be duplicative, such consent will not be unreasonably withheld, conditioned or delayed; (iv) exhibits are an integral part of the Agreement and are incorporated by reference into this Agreement; (v) use of the terms "termination" or "expiration" are interchangeable; and (vi) reference to a default will take into consideration any applicable notice, grace and cure periods.
- (G) Estoppel. Either party will, at any time upon twenty (20) business days prior written notice from the other, execute, acknowledge and deliver to the other a statement in writing (i) certifying that this Agreement is unmodified and in full force and effect (or, if modified, stating the nature of such modification and certifying this Agreement, as so modified, is in full force and effect) and the date to which the Rent and other charges are paid in advance, if any, and (ii) acknowledging that there are not, to such party's knowledge, any uncured defaults on the part of the other party hereunder, or specifying such defaults if any are claimed. Any such statement may be conclusively

relied upon by any prospective purchaser or encumbrancer of the Premises. The requested party's failure to deliver such a statement within such time will be conclusively relied upon by the requesting party that (i) this Agreement is in full force and effect, without modification except as may be properly represented by the requesting party (ii) there are no uncured defaults in either party's performance, and (iii) no more than one month's Rent has been paid in advance.

- (H) W-9. Landlord agrees to provide Tenant with a completed IRS Form W-9, or its equivalent, upon execution of this Agreement and at such other times as may be reasonably requested by Tenant.
- (I) No Electronic Signature/No Option. The submission of this Agreement to any party for examination or consideration does not constitute an offer, reservation of or option for the Premises based on the terms set forth herein. This Agreement will become effective as an Agreement only upon the handwritten legal execution, acknowledgement and delivery by Landlord and Tenant.

(J) Relocation of Tenant's Premises.

- If Landlord determines it is necessary to relocate the 1. Communication Facility, Landlord will have the right, subject to the following provisions of this Paragraph, and exercisable at any time after the first five (5) years of the Initial Term, and only after providing Tenant with not less than twelve (12) months prior written notice, to relocate the Communication Facility, or any part thereof, to an alternate location (the "Relocation Premises") on Landlord's Property; provided, however, that: (a) all costs and expenses associated with or arising out of such relocation (including, without limitation, costs associated with any required zoning approvals and other Governmental Approvals, costs for Tests of the Relocation Premises, etc.) shall be paid by Landlord; (b) such relocation will be performed exclusively by Tenant or its agents; (c) such relocation will not unreasonably result in any interruption of the communication services of Tenant on Landlord's Property; and (d) such relocation will not impair, or in any manner alter the quality of communications service provided by Tenant on and from Landlord's Property. Landlord will exercise its relocation right by delivering written notice pursuant to the terms of this Agreement to Tenant. In the notice, Landlord will identify the proposed Relocation Premises on Landlords Property to which Tenant may relocate the Communication Facility. Landlord and Tenant hereby agree that a survey (prepared at the sole cost and expense of Landlord) of the Relocation Premises (including access and utility easements) will supplement Exhibit A hereto and become part hereof, and the Relocation Premises shall be considered the Premises for all purposes hereunder.
- 2. If in Tenant's reasonable judgment no suitable Relocation Premises can be found, Landlord may not exercise its relocation right described in this Paragraph J, and may not relocate or cause the relocation of the

Communication Facility; provided, however, that if Landlord is exercising its relocation right described in this Paragraph J in order for Landlord to comply with then current laws, rules, regulations or order applicable to it, and in Tenant's reasonable judgment no suitable Relocation Premises can be found, Tenant shall have the right to terminate this Agreement upon written notice to Landlord, without penalty or further obligation.

IN WITNESS WHEREOF, the parties have caused this Agreement to be effective as of the date written above.

LANDLORD:	
ATTEST:	TOWN OF CASTLE ROCK
Sally A. Misare, Town Clerk	Paul Donahue, Mayor
Approved as to form:	
Robert J. Slentz, Town Attorney	-
STATE OF COLORADO)) ss. COUNTY OF DOUGLAS)	
The foregoing instrument was , 2015 by Sally A. Misar the Town of Castle Rock, Colorado.	acknowledged before me this day of e as Town Clerk and Paul Donahue as Mayor of
Witness my official hand and seal	ı.
My commission expires:	
[SEAL]	Notary Public

TENANT:

NEW CINGULAR WIRELESS PCS, LLC

a Delaware limited liability company

By: **AT&T Mobility Corporation**

Its* Manager

STATE OF COLO (CCO)

COUNTY OF Grapahor

The foregoing instrument was acknowledged before me this day of production as Manager of New Cingular Wireless POS, LLC, a Delaware limited liability company.

Witness my official hand and seal.

My commission expires: & 31.16

[SEAL]

KALI E BECHER

NOTARY PUBLIC STATE OF COLORADO NOTARY ID # 20124056515 MY COMMISSION EXPIRES AUGUST 31

Notary Politic

JALEGALAGREEMENICELL TOWER LEASE AGREEMENT - NEW CINGULAR 2015 472 N Ridge Road.doc

LTG Policy No. LTA

LTAQ70387321

Our Order No. ACT70387321

LEGAL DESCRIPTION

A PARCEL OF LAND LOCATED IN THE NORTHWEST QUARTER OF SECTION 7, TOWNSHIP 8 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF DOUGLAS, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 7. WHENCE THE NORTH QUARTER CORNER THEREOF BEARS NORTH 88 DEGREES 50 MINUTES 31 SECONDS EAST, A DISTANCE OF 2376.90 FEET;

THENCE SOUTH 56 DEGREES 55 MINUTES 27 SECONDS EAST, A DISTANCE OF 1531.61 FEET TO A POINT ON THE BOUNDARY OF A PARCEL OF LAND AS RECORDED IN BOOK 138 AT PAGE 514, BEING THE POINT OF BEGINNING;

THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 337.30 FEET;

THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 482.59 FEET;

THENCE SOUTH 24 DEGREES 28 MINUTES 00 SECONDS WEST, A DISTANCE OF 309.65 FEET:

THENCE NORTH 40 DEGREES 07 MINUTES 58 SECONDS WEST, A DISTANCE OF 271.21 FEET;

THENCE SOUTH 49 DEGREES 56 MINUTES 07 SECONDS WEST, A DISTANCE OF 75.00 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF RIDGE ROAD;

THENCE NORTH 40 DEGREES 03 MINUTES 53 SECONDS WEST, ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 96.76 FEET TO THE SOUTHEAST CORNER OF SAID PARCEL OF LAND AS RECORDED IN BOOK 138 AT PAGE 514;

THENCE ALONG THE BOUNDARY OF SAID PARCEL OF LAND, THE FOLLOWING TWO (2) COURSES:

- 1. NORTH 24 DEGREES 28 MINUTES 00 SECONDS EAST, A DISTANCE OF 212.50 FEET;
- 2. NORTH 00 DEGREES 26 MINUTES 08 SECONDS WEST, A DISTANCE OF 337.90 FEET TO THE POINT OF BEGINNING.

THIS DESCRIPTION WAS PREPARED BY JOHN G. VIGIL P.L.S. 26606 FOR AND ON BEHALF OF VIGIL LAND CONSULTANTS, 480 YUMA STREET, DENVER, CO. 80204.

ENGINEERING

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TOWN OF CASTLE ROCK,
A COLORADO MUNICIPAL,
GOSPONOMINON
LOS NORTH WILCON STREET,
CASTLE ROCK, CO

SITE INFORMATION

MALT SCHMARZ 720 733:6036 MSCHMARZ@CRGOV.COM PROPERTY DWNER. STE CONTACT.
PHONE.
EMML ADDRESS

472 NORTH RDGE ROAD CASTLE ROCK, CO 80106 RIDGE ROAD & 5TH COUSOS? SOTE NUMBER STT ADDRESS

DOUGLAS COUNTY -104 825255 W 39 373238 N LONGTUDE (NAD 83)-LATITUDE (NAD 83)-COUNTY

TOWN OF CASTLE ROCK 250707200018 ZOMING JURISDICTION ZOMING DISTRICT. PARCEL #

CONSTRUCTION TYPE OCCUPANCY GROUP POWER COMPANY.

TELEPHONE COMPANY

BPENDAN M THOMSON PININGLE CONSULTING, INC. 602:549 4288 CENTURYLINE ZOMING CONSULTANT

AT ENGINEER

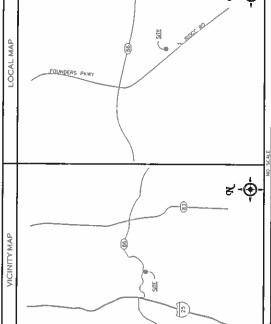
CSA 5. ZANG 5T., SUITE 280 UTILETON, CO 80127 OFFICE: 303:932 9974 720 412.9205 ARCHITECT

DRIVING DIRECTIONS MRECTIONS FROM NEAREST AT&T OFFICE

DRAWINGS ARE TO SCALE AT 24x36 USE BAR SCALE FOR 11x17 PLOTS

NORTHWEST CORNER OF SECTION 7, TOWNSHIP 8 SOUTH, COUNTY OF DOUGLAS, STATE OF COLORADO RANGE 66 WEST OF THE SIXTH MERIDIAN, A PARCEL OF LAND LOCATED IN THE **USE BY SPECIAL REVIEW** COU5057





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UNICERCROUND SERVICE ALERT
UTILITY NOTRICATION CENTER OF COLORADO
WWW LANCE, GRG
WWW LANCE, GRG

3 WORKING DAYS UTILITY MOTIFICATION PRIOR TO CONSTRUCTION

25

PLANNING COMMISSION RECOMMENDATION

Satet

188 WAEBAESS DRAF WEST SLATE 400 BAGLEWOOD, CO 80112

PATE DIRECTOR OF DEVELOPMENT SERVICES ALTEST

TOWN COUNCE APPROVAL

FA: 10123151

THES USE BY SPECIAL REYEN WAS APPROVED BY THE TOWN COUNCIL.
OF THE TOWN OF CASTLE ROCK COLONADO, ON THE DAY OF

DAY OF

10852 W. CNTARO AVE UTTLETON, CO 80127 303 601 1134

TerraTecTonics

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CU5490

PROJECT NO 18 03·03·0 DRAMM BY

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CSAi

THIS USE BY SPECIAL REVIEW WAS FILED FOR RECORD IN THE DFFICE OF THE COUNTY CLERK AND RECORDER OF DOUGLAS COUNTY AT DOUGLAS COUNTY CLERK AND RECORDER'S CERTIFICATE

DAY OF AT RECEPTION NO. ON THE

DOUGLAS COUNTY CLERK AND RECORDER

DEPUTY

DRAWING INDEX SHEET TITLE

RIDGE ROAD & STH
COUSDS7
472 HORTH RIDGE ROAD
CASTLE ROCK, CO 80106

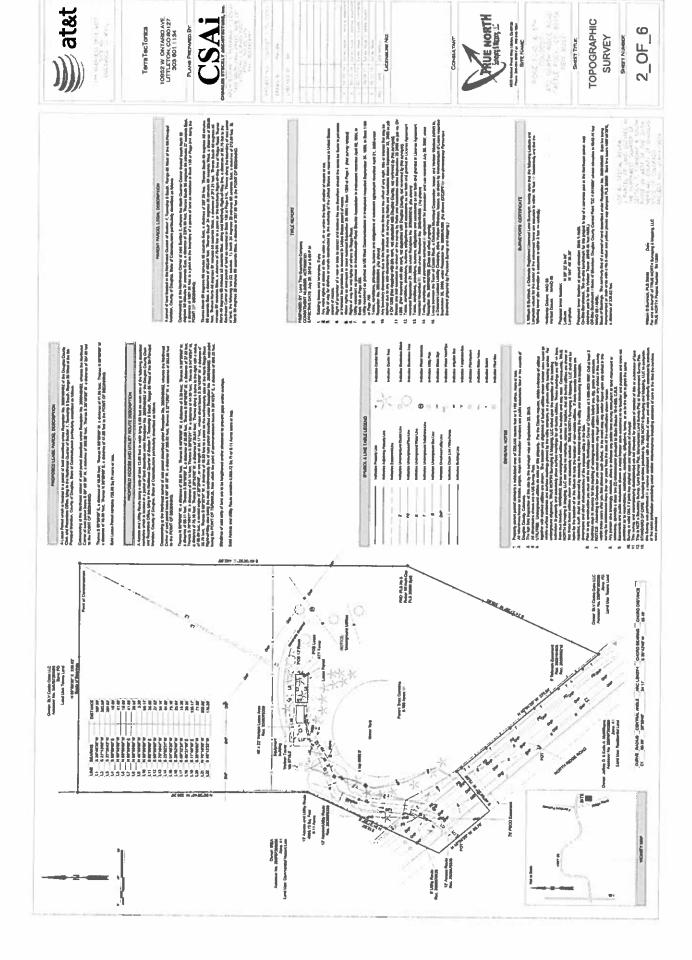
S OF 6 ENLARGED SITE PLAN & ANTENNA PLANS 3 OF 6 LANDSCAPE PLAN 4 OF 6 SITE PLAN 2 OF 6

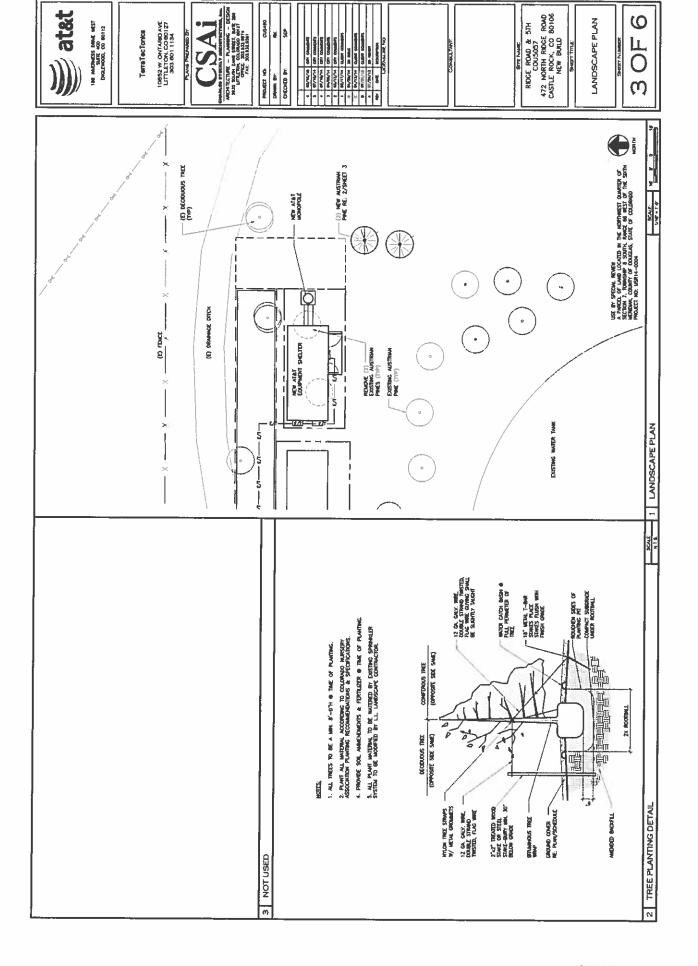
DO NOT SCALE DRAWINGS

USE BY SPECIAL REPUENT
A PARCIT OF LAND LOCATED WITH MORPHWEST QUARTER OF SECTION
TOWNSHIP B SOUTH, MARKE 66 WEST OF THE SITTH MEPOWH, CONFITY
TOWAGEAS, STATE OF COLOMADO
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TITLE SHEET





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