

THE FIRST AMENDMENT TO AMENDED AND RESTATED PROPERTY LEASE AGREEMENT

This First Amendment to Amended and Restated Property Lease Agreement (this "**Amendment**") is made effective as of the latter signature date hereof (the "**Effective Date**") by and between **Town of Castle Rock, Colorado**, a home rule municipal corporation ("**Landlord**") and **Cellco Partnership d/b/a Verizon Wireless** ("**Tenant**") (Landlord and Tenant being collectively referred to herein as the "**Parties**").

RECITALS

WHEREAS, Landlord owns the real property described on **Exhibit A** attached hereto and by this reference made a part hereof (the "**Parent Parcel**"); and

WHEREAS, Landlord (or its predecessor-in-interest) and Tenant (or its predecessor-in-interest) entered into that certain Property Lease Agreement dated March 5, 1998 ("**Prior Lease**"), as amended by that certain First Amendment to Property Lease Agreement dated January 5, 2009 ("**Prior First Amendment**"); and

WHEREAS, Landlord (or its predecessor-in-interest) and Tenant (or its predecessor-in-interest) entered into that certain Amended and Restated Property Lease Agreement dated December 2, 2022 (as the same may have been amended from time to time, collectively, the "**Lease**"), superceding the Prior Lease and Prior First Amendment and pursuant to which the Tenant leases a portion of the Parent Parcel and is the beneficiary of certain easements for access and public utilities and easements for guy wires and guy anchors, all as more particularly described in the Lease (such portion of the Parent Parcel so leased along with such portion of the Parent Parcel so affected, collectively, the "**Leased Premises**"), which Leased Premises are also described on **Exhibit A**; and

WHEREAS, Landlord and Tenant are parties to that certain Tower and Equipment Sublease Agreement dated March 5, 1998 ("**Sublease**") pursuant to which Landlord subleases space and associated rights from Tenant, and this Amendment is not intended to constitute an amendment or modification to the Sublease; and

WHEREAS, Tenant and/or its parent, affiliates, subsidiaries and other parties identified therein, entered into an agreement with **American Tower Delaware Corporation**, a Delaware corporation and/or its parents, affiliates and subsidiaries ("**American Tower**"), pursuant to which American Tower subleases, manages, operates and maintains, as applicable, the Leased Premises, all as more particularly described therein; and

WHEREAS, Tenant has granted American Tower a limited power of attorney (the "**POA**") to, among other things, prepare, negotiate, execute, deliver, record and/or file certain documents on behalf of Tenant, all as more particularly set forth in the POA; and

WHEREAS, Landlord and Tenant desire to amend the Lease to extend the term thereof and to otherwise modify the Lease as expressly provided herein.

NOW THEREFORE, in consideration of the foregoing recitals and the mutual covenants set forth herein and other good and valuable consideration, the receipt, adequacy, and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. **One-Time Rental Payment**. American Tower, on behalf of Tenant, shall pay to Landlord a one-time payment in the amount of **One Million One Hundred Twenty-Five Thousand and No/100 Dollars (\$1,125,000.00)** (such one-time payment, the "**Pre-Paid Rental Amount**"), payable within ninety (90) days of the last to occur of the following: (a) Tenant's receipt of this Amendment executed by Landlord, with such execution duly notarized, on or before June 30, 2026; (b) Tenant's confirmation that Landlord's statements as further set forth in this Amendment are true, accurate, and complete as of the Effective Date; (c) Tenant's receipt of any documents and other items reasonably requested by Tenant in order to effectuate the transaction and payment contemplated herein including, without limitation, an Internal Revenue Service W-9 form (Request for Taxpayer Identification and Certification); and (d) receipt by Tenant of an original Memorandum of Lease in the form and of the substance attached hereto as **Exhibit B** and by this reference made a part hereof (the "**Memorandum**")

executed by Landlord, with such execution duly notarized, together with any applicable forms needed to record the Memorandum, which forms shall be supplied by Tenant to Landlord. The monthly and/or annual rental payments and any other monetary amounts payable under the Lease shall continue to be due and payable in accordance with the terms of the Lease until such time as the Pre-Paid Rental Amount due hereunder has been paid (such date payment is made, the "**Closing**"). From and after the Closing, any and all such rental and other monetary amounts payable under the Lease (excluding reimbursements explicitly provided for in the Lease which remain in effect) shall no longer be in effect and Tenant shall have no obligation to pay the same. Tenant shall have the right to deduct from the Pre-Paid Rental Amount, on a prorated basis, any prepaid monthly and/or annual rental payments or other proceeds payable under the Lease attributable to the period subsequent to the first day of the next calendar month following the Closing. Notwithstanding anything to the contrary contained in the Lease, the Pre-Paid Rental Amount shall be paid to **Town of Castle Rock**. In the event the conditions precedent to Tenant's obligation to pay the Pre-Paid Rental Amount delineated hereunder are not satisfied, Tenant, in Tenant's sole and absolute discretion, may elect not to counter-execute this Amendment in which case the Lease shall remain in full force and effect without giving effect to the terms herein.

2. **Lease Term Extended.** In consideration for payment of the Pre-Paid Rental Amount, the current term of the Lease is hereby extended to that date which is **Fifty (50)** years after the Effective Date (such extended term, the "**Term**"). Notwithstanding anything to the contrary contained in the Lease, Landlord shall be able to terminate this Lease only in the event of a material default by Tenant, which default is not cured within sixty (60) days of Tenant's receipt of written notice thereof, provided, however, in the event that Tenant has diligently commenced to cure a material default within sixty (60) days of Tenant's actual receipt of notice thereof and reasonably requires additional time beyond the sixty (60) day cure period described herein to effect such cure, Tenant shall have such additional time as is necessary (beyond the sixty [60] day cure period) to effect the cure. Tenant may terminate the Lease at any time during the Term upon thirty (30) days prior written notice. Landlord and Tenant hereby agree that in addition to any rights or remedies under the Lease, Tenant shall only be entitled to recoup the Pre-Paid Rental Amount, prorated evenly, attributable to the period of time remaining in the Term subsequent to a termination of the Lease by Tenant following (i) an uncured breach of the Lease by Landlord; or (ii) the discovery of a material misrepresentation by Landlord. Misrepresentation as used herein means an intentional false statement respecting a matter of fact, made by Landlord, which is material to this Amendment and influential in causing Tenant to agree to enter into this Amendment. If Tenant is entitled to recoup a portion of the Pre-Paid Rental Amount pursuant to the foregoing, then Landlord shall remit such portion to Tenant within thirty (30) days of Tenant's written demand therefor.
3. **Landlord and Tenant Acknowledgments.** Except as modified herein, the Lease and all provisions contained therein remain in full force and effect and are hereby ratified and affirmed. The parties hereby agree that no defaults exist under the Lease. To the extent Tenant needed consent and/or approval from Landlord for any of Tenant's activities at and uses of the Leased Premises and any other portions of the Parent Parcel prior to the Effective Date, including subleasing to American Tower, Landlord's execution of this Amendment is and shall be considered consent to and approval of all such activities and uses. Tenant and Tenant's sublessees and customers shall have vehicular (specifically including truck) and pedestrian access to the Leased Premises from a public right of way on a 24 hours per day, 7 days per week basis, together with utilities services to the Leased Premises from a public right of way. Upon the submission of a full and complete application by Tenant and subject to applicable local laws, Landlord hereby agrees promptly to execute and deliver building permits, zoning applications and other forms and documents required for the use of the Leased Premises ("**Approvals**") by Tenant and/or Tenant's customers, licensees, and subleases. The Parties acknowledge and agree that any consent to Approvals by Landlord shall solely be in Landlord's municipal capacity and that Tenant shall not require Landlord's consent to any Approvals in Landlord's proprietary capacity as party to the Lease. Tenant has the right to install a second, temporary cell-tower structure while Tenant is performing any modification,

maintenance, repair or replacement of the existing tower or a future tower located at the Leased Premises. The temporary structure will be promptly removed by Tenant upon the completion of such modification, maintenance, repair or replacement. Tenant or its customers have the right, but not the obligation, to remove the tower, their equipment, structures, fixtures and other personal property from the Leased Premises at any time during the Term. Tenant or its customers shall remove the tower, their equipment, structures, fixtures and other personal property from the Leased Premises, including the removal of any foundation to six inches (6") below grade, but not including underground utilities, if any, within ninety (90) days after the expiration or termination hereof, reasonable wear and tear and casualty excepted. Landlord hereby acknowledges and agrees that Tenant shall have the right to replace, in whole or in part, the description(s) of the Leased Premises set forth on **Exhibit A** with a legal description or legal descriptions based upon an as-built survey. The terms, provisions, and conditions of this Section shall survive the execution and delivery of this Amendment.

4. **Non-Compete.** During the Term, Landlord shall not sell, transfer, grant, convey, lease, and/or license by deed, easement, lease, license or other legal instrument, an interest in and to, or the right to use or occupy any portion of the Parent Parcel or Landlord's contiguous, adjacent, adjoining or surrounding property to any person or entity directly or indirectly engaged in the business of owning, acquiring, operating, managing, investing in or leasing wireless telecommunications infrastructure without the prior written consent of Tenant, which may be withheld, conditioned, and/or delayed in Tenant's sole, reasonable discretion.
5. **Landlord Statements; Title to Parent Parcel.** Landlord hereby represents and warrants to Tenant that: (i) to the extent applicable, Landlord is duly organized, validly existing, and in good standing in the jurisdiction in which Landlord was organized, formed, or incorporated, as applicable, and is otherwise in good standing and authorized to transact business in each other jurisdiction in which such qualifications are required; (ii) Landlord has the full power and authority to enter into and perform its obligations under this Amendment, and, to the extent applicable, the person(s) executing this Amendment on behalf of Landlord, have the authority to enter into and deliver this Amendment on behalf of Landlord; (iii) no consent, authorization, order, or approval of, or filing or registration with, any governmental authority or other person or entity is required for the execution and delivery by Landlord of this Amendment; (iv) Landlord is the sole owner of the Leased Premises and all other portions of the Parent Parcel; and (v) there are no agreements, liens, encumbrances, claims, claims of lien, proceedings, or other matters (whether filed or recorded in the applicable public records or not) related to, encumbering, asserted against, threatened against, and/or pending with respect to the Leased Premises or any other portion of the Parent Parcel which do or could (now or any time in the future) adversely impact, limit, and/or impair Tenant's rights under the Lease, as amended and modified by this Amendment, including, without limitation, any mortgages or other security instrument(s). Landlord hereby represents and warrants that so long as Tenant performs its obligations under the Lease, Tenant shall peaceably and quietly have, hold and enjoy the Leased Premises, and Landlord shall not act or permit any third person to act in any manner which would interfere with or disrupt Tenant's business or frustrate Tenant or Tenant's customers' use of the Leased Premises. The representations and warranties of Landlord made in this Section shall survive the execution and delivery of this Amendment. Tenant or Tenant's customers' use of the Leased Premises shall not interfere with, disrupt, or frustrate Landlord's use of the Parent Parcel as of the Effective Date, provided that Landlord represents and warrants that Tenant's use of the Leased Premises as of the Effective Date and similar uses do not interfere with Landlord's use of the balance of the Parent Parcel as of the Effective Date.
6. **NDA.** If all or any portion of the Parent Parcel is encumbered by a mortgage or other security instrument, Landlord agrees to obtain a Non-Disturbance Agreement ("**NDA**") from the applicable lender(s) on a form to be provided by Tenant. If, despite Landlord's best efforts, Landlord is unable to obtain the NDA, Landlord may request a risk assessment to determine whether Tenant will counter-execute and move forward with this Amendment without an NDA, in which case Landlord shall provide Tenant with authorization to verify Landlord's credit worthiness and any additional documentation and/or information requested by Tenant in

connection with such risk assessment.

7. **Notices.** The Parties acknowledge and agree that Section 25 of the Lease is hereby deleted in its entirety and is of no further force and effect. From and after the Effective Date the notice address and requirements of the Lease, as modified by this Amendment, shall be controlled by this Section of this Amendment. All notices must be in writing and shall be valid upon receipt when delivered by hand, by nationally recognized courier service, or by First Class United States Mail, certified, return receipt requested to the addresses set forth herein: to Landlord at: Town Manager, Town of Castle Rock, 100 N Wilcox ST, Castle Rock, CO 80104; with copy to: Town Attorney, Town of Castle Rock, 100 N. Wilcox ST, Castle Rock, CO 80104; to Tenant at: Verizon Wireless, Attn.: Network Real Estate, 180 Washington Valley Road, Bedminster, NJ 07921; with copy to: American Tower, Attn.: Land Management, 10 Presidential Way, Woburn, MA 01801; and also with copy to: Attn.: Legal Department, 222 Berkeley Street, 7th Floor, Boston, MA 02116. Any of the Parties, by thirty (30) days prior written notice to the others in the manner provided herein, may designate one or more different notice addresses from those set forth above. Refusal to accept delivery of any notice or the inability to deliver any notice because of a changed address for which no notice was given as required herein, shall be deemed to be receipt of any such notice.
8. **Counterparts.** This Amendment may be executed in several counterparts, each of which when so executed and delivered, shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument, even though all Parties are not signatories to the original or the same counterpart. Furthermore, the Parties may execute and deliver this Amendment by electronic means such as .pdf or similar format. Each of the Parties agrees that the delivery of the Amendment by electronic means will have the same force and effect as delivery of original signatures and that each of the Parties may use such electronic signatures as evidence of the execution and delivery of the Amendment by all Parties to the same extent as an original signature.
9. **Conflict/Capitalized Terms.** The Parties hereby acknowledge and agree that in the event of a conflict between the terms and provisions of this Amendment and those contained in the Lease, the terms and provisions of this Amendment shall control. Except as otherwise defined or expressly provided in this Amendment, all capitalized terms used in this Amendment shall have the meanings or definitions ascribed to them in the Lease. To the extent of any inconsistency in or conflict between the meaning, definition, or usage of any capitalized terms in this Amendment and the meaning, definition, or usage of any such capitalized terms or similar or analogous terms in the Lease, the meaning, definition, or usage of any such capitalized terms in this Amendment shall control.

[SIGNATURES COMMENCE ON FOLLOWING PAGE]

IN WITNESS WHEREOF, Landlord and Tenant have each executed this Amendment as of the day and year set forth below.

LANDLORD

Town of Castle Rock, Colorado,
a home rule municipal corporation

Signature: _____
Jason Gray, Mayor

Date: _____

ATTEST:

Lisa Anderson, Town Clerk

APPROVED AS TO FORM:

Michael J. Hyman, Town Attorney

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

TENANT

Cellco Partnership d/b/a Verizon Wireless,

By: **American Tower Delaware Corporation,** a
Delaware corporation
Title: Attorney-in-Fact

Signature: _____
Print Name: _____
Title: _____
Date: _____

Joinder and Acknowledgement

The undersigned, by its signature below, does hereby acknowledge and agree to pay to Landlord the Pre-Paid Rental Amount described in Section 1 above provided all requirements in this Amendment have been satisfied. The undersigned additionally acknowledges and agrees that adequate consideration has been received for such payment.

American Tower Delaware Corporation,
a Delaware corporation

ATC Site No.: 82086
PV Code: 809/VzW Contract No.: 10436
Site Name: Downtown Castle Rock

Signature: _____

Print Name: _____

Title: _____

Date: _____

ATC Site No.: 82086
PV Code: 809/VzW Contract No.: 10436
Site Name: Downtown Castle Rock

EXHIBIT A

This Exhibit A may be replaced at Tenant's option as described below

PARENT PARCEL

Tenant shall have the right to replace this description with a description obtained from Landlord's deed (or deeds) that include the land area encompassed by the Lease and Tenant's improvements thereon

The Parent Parcel consists of the entire legal taxable lot owned by Landlord as described in a deed (or deeds) to Landlord of which the Leased Premises is a part thereof with such Parent Parcel being described below.

A tract of land situated partly in the Southwest 1/4, Section 1, and partly in the Northwest 1/4, Section 12, Township 8 South, Range 67 West, of the Sixth Principal Meridian, Douglas County, Colorado, more particularly described as follows:

Beginning at the Southwest corner of Said Section 1, also the Northwest corner of said Section 12;
Thence N 00°18'13"E a distance of 400.47 feet along the West line of said Section 1 to the Southwest corner of the Burgess & Gelroth property as recorded in Book 140 at Page 330 of the Douglas County records;
Thence S 81°30'00"E a distance of 535.22 feet along the South line of the said Burgess & Gelroth to the Southwest corner of the Callaway property as recorded in Book 139 at Page 443 of the Douglas County records;
Thence S 81°30'00"E a distance of 305.72 feet along the South line of the said Callaway property;
Thence S 04°45'30"E a distance of 269.80 feet to a point on the South line of said Section 1 from which the Southwest corner of said Section 1 bears S 89°30'40"W a distance of 856.23 feet;
Thence S 04°45'30"E a distance of 279.30 feet;
Thence N 80°50'40"E a distance of 89.50 feet;
Thence S 34°18'00"E a distance of 96.40 feet;
Thence S 27°24'05"E a distance of 77.04 feet;
Thence S 62°35'55"W a distance of 106.60 feet;
Thence N 70°41'25"W a distance of 170.27 feet;
Thence S 84°28'00"W a distance of 269.52 feet;
Thence S 74°36'00"W a distance of 153.14 feet to a point of the East line of the Jensen property as recorded in Book 158 at Page 399 of the Douglas County records;
Thence N 35°17'00"W a distance of 67.30 feet along the East line of the said Jensen property to the Southeasterly corner of Lot 2, Panarama Heights Subdivision;
Thence N 35°17'00"W a distance of 135.45 feet along the Northerly line of said Lot 2, to a Southerly corner of the Stern property as recorded in Book 157 at Page 380 of the Douglas County records;
Thence N 26°03'00"E a distance of 40.00 feet along the Southeasterly line of the said Stern property to the Easterly corner of the said Stern property;
Thence N 63°57'00"W a distance of 108.45 feet along the Northeasterly line of the said Stern property to the Easterly corner of the Kinney property as recorded in Book 159 at Page 227 of the Douglas County records;
Thence N 63°57'00"W a distance of 210.47 feet along the Northeasterly line of the said Kinney property to a point on the East line of Lot 1, Block 1 to the Point of Beginning.

Being all of the property known as Tract B as shown on Final Plat VAP II Subdivision, recorded as Document No. 9898173, Douglas County, Colorado.

EXHIBIT A (CONTINUED)
LEASED PREMISES

Tenant shall have the right to replace this description with a description obtained from the Lease or from a description obtained from an as-built survey conducted by Tenant.

The Leased Premises consists of that portion of the Parent Parcel as defined in the Lease which shall include access and utilities easements and easements for guy wires and anchors existing at the time of this Amendment (such guy wire and anchor easements shall be 10 feet on either side of existing guy wires and running 20 feet beyond each guy anchor and may be used by Tenant to access, repair, upgrade, maintain and replace such guy wires, anchors and fencing by Tenant). The square footage of the Leased Premises shall be the greater of: (i) the land area conveyed to Tenant in the Lease; (ii) Tenant's existing improvements on the Parent Parcel; or (iii) the legal description or depiction below.

A PARCEL OF LAND BEING A PORTION OF THE SOUTHWEST ONE-QUARTER OF SECTION 1 AND THE NORTHWEST ONE-QUARTER OF SECTION 12, TOWNSHIP 8 SOUTH, RANGE 67 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF DOUGLAS, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 1; THENCE NORTH 89°30'40" EAST ALONG THE SOUTH LINE OF THE SOUTHWEST ONE-QUARTER OF SAID SECTION 1 A DISTANCE OF 360.99 FEET; THENCE NORTH 00°29'20" WEST A DISTANCE OF 30.38 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTH 40°45'00" EAST A DISTANCE OF 35.00 FEET; THENCE SOUTH 49°15'00" EAST A DISTANCE OF 92.00 FEET; THENCE SOUTH 40°45'00" WEST A DISTANCE OF 35.00 FEET; THENCE NORTH 49°15'00" WEST A DISTANCE OF 92.00 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINING 3,220 SQUARE FEET.

EXHIBIT A (CONTINUED)
ACCESS AND UTILITIES

The access and utility easements include all easements of record as well that portion of the Parent Parcel currently utilized by Tenant for ingress, egress, and utility purposes from the Leased Premises to and from a public right of way including but not limited to:

An easement 20 feet in width, over and across a portion of the property known as Tract B per the Final Plat VAP II Subdivision, recorded as Document No. 9898173, Douglas County, Colorado; located in the Southwest $\frac{1}{4}$ of Section 1 and the Northwest $\frac{1}{4}$ of Section 12, Township 8 South, Range 67 West, of the Sixth Principal Meridian, Douglas County, Colorado.

Also, including:

A Right-of-Way, 60 feet in width, 30 feet each side of the following described center line: Commencing at the Northwest corner of said Section 12; Thence N $89^{\circ}30'40''$ E along the North line of said Section 12 a distance of 856.23 feet; Thence S $4^{\circ}45'30''$ W a distance of 279.30 feet; Thence N $80^{\circ}50'40''$ E a distance of 89.50 feet; Thence S $34^{\circ}18'00''$ E a distance of 96.40 feet; Thence S $27^{\circ}24'05''$ E a distance of 77.04 feet; Thence S $62^{\circ}35'55''$ W a distance of 30.00 feet to the true point of Beginning
Thence S $27^{\circ}24'05''$ E a distance of 193.18 feet; Thence S $59^{\circ}44'22''$ E a distance of 654.25 feet; Thence N $49^{\circ}19'45''$ E a distance of 248.88 feet; Thence N $71^{\circ}48'31''$ E a distance of 213.78 feet; Thence N $65^{\circ}30'44''$ E a distance of 459.52 feet; Thence N $48^{\circ}16'40''$ E a distance of 437.16 feet; Thence N $11^{\circ}52'53''$ E a distance of 13.32 feet to a point on the South Right-of-Way line of Colorado State Highway No. 86, from which the North $\frac{1}{4}$ corner of said Section 12 bears N $27^{\circ}52'50''$ W a distance of 249.44 feet

EXHIBIT B

FORM OF MEMORANDUM OF LEASE

Prepared by and Return to:

American Tower
10 Presidential Way
Woburn, MA 01801
Attn.: Land Management/Nathan Maxwell Whitaker, Esq.
ATC Site No.: 82086
ATC Site Name: Downtown Castle Rock
Assessor's Parcel No(s): 0416071

Prior Recorded Lease Reference:

Document No.: 2022076449
State of Colorado
County of Douglas

MEMORANDUM OF LEASE

This Memorandum of Lease (the "**Memorandum**") is entered into as of the latter signature date hereof, by and between **Town of Castle Rock, Colorado**, a home rule municipal corporation ("**Landlord**") and **Cellco Partnership d/b/a Verizon Wireless** ("**Tenant**").

NOTICE is hereby given of the Lease (as defined and described below) for the purpose of recording and giving notice of the existence of said Lease. To the extent that notice of such Lease has previously been recorded, then this Memorandum shall constitute an amendment of any such prior recorded notice(s).

1. **Parent Parcel and Lease.** Landlord is the owner of certain real property being described in **Exhibit A** attached hereto and by this reference made a part hereof (the "**Parent Parcel**"). Landlord (or its predecessor-in-interest) and Tenant (or its predecessor-in-interest) entered into that certain Amended and Restated Property Lease Agreement dated December 2, 2022 (as the same may have been amended from time to time, collectively, the "**Lease**"), pursuant to which the Tenant leases a portion of the Parent Parcel and is the beneficiary of certain easements for access and public utilities and easements for guy wires and guy anchors, all as more particularly described in the Lease (such portion of the Parent Parcel so leased along with such portion of the Parent Parcel so affected, collectively, the "**Leased Premises**"), which Leased Premises is also described on **Exhibit A**.
2. **American Tower.** Tenant and/or its parent, affiliates, subsidiaries and other parties identified therein, entered into a sublease agreement with **American Tower Delaware Corporation**, a Delaware corporation and/or its parents, affiliates and subsidiaries ("**American Tower**"), pursuant to which American Tower subleases, manages, operates and maintains, as applicable, the Leased Premises, all as more particularly described therein. In connection with these responsibilities, Tenant has also granted American Tower a limited power of attorney (the "**POA**") to, among other things, prepare, negotiate, execute, deliver, record and/or file certain documents on behalf of Tenant, all as more particularly set forth in the POA.
3. **Term.** Subject to the terms, provisions and conditions of the Lease, as amended, the term of the Lease is **Fifty (50)** years commencing on the Effective Date of that certain First Amendment to Amended and Restated Property Lease Agreement as that term is defined therein.
4. **Leased Premises Description.** Tenant shall have the right, exercisable by Tenant at any time during the original or renewal terms of the Lease, to cause an as-built survey of the Leased Premises to be prepared and,

ATC Site No.: 82086
PV Code: 809/VzW Contract No.: 10436
Site Name: Downtown Castle Rock

thereafter, to replace, in whole or in part, the description(s) of the Leased Premises set forth on **Exhibit A** with a legal description or legal descriptions based upon such as-built survey. Upon Tenant's request, Landlord shall execute and deliver any documents reasonably necessary to effectuate such replacement, including, without limitation, amendments to this Memorandum and to the Lease.

5. **Right of First Refusal.** There is a right of first refusal in the Lease.
6. **Effect/Miscellaneous.** This Memorandum is not a complete summary of the terms, provisions and conditions contained in the Lease. In the event of a conflict between this Memorandum and the Lease, the Lease shall control. Landlord hereby grants the right to Tenant to complete and execute on behalf of Landlord any government or transfer tax forms necessary for the recording of this Memorandum. This right shall terminate upon recording of this Memorandum.
7. **Notices.** All notices must be in writing and shall be valid upon receipt when delivered by hand, by nationally recognized courier service, or by First Class United States Mail, certified, return receipt requested to the addresses set forth herein: to Landlord at: Finance Dept., 100 N Wilcox ST, Castle Rock, CO 80104; with copy to: Town Attorney, 100 N Wilcox Street, Castle Rock, CO 80104; and also with copy to: Director Castle Rock Water, 175 Kellogg Court, Castle Rock, CO 80109; to Tenant at Verizon Wireless, Attn.: Network Real Estate, 180 Washington Valley Road, Bedminster, NJ 07921; with copy to: American Tower, Attn.: Land Management, 10 Presidential Way, Woburn, MA 01801, and also with copy to: Attn.: Legal Department, 222 Berkeley Street, 7th Floor, Boston, MA 02116. Any of the parties hereto, by thirty (30) days prior written notice to the other in the manner provided herein, may designate one or more different notice addresses from those set forth above. Refusal to accept delivery of any notice or the inability to deliver any notice because of a changed address for which no notice was given as required herein, shall be deemed to be receipt of any such notice.
8. **Counterparts.** This Memorandum may be executed in multiple counterparts, each of which when so executed and delivered, shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument.
9. **Governing Law.** This Memorandum shall be governed by and construed in all respects in accordance with the laws of the State or Commonwealth in which the Leased Premises is situated, without regard to the conflicts of laws provisions of such State or Commonwealth.

[SIGNATURES COMMENCE ON FOLLOWING PAGE]

IN WITNESS WHEREOF, Landlord and Tenant have each executed this Memorandum as of the day and year set forth below.

LANDLORD

Town of Castle Rock, Colorado,
a home rule municipal corporation

Signature: _____
Print Name: _____
Title: _____
Date: _____

WITNESS AND ACKNOWLEDGEMENT

State/Commonwealth of _____

County of _____

On this ____ day of _____, 202____, before me, the undersigned Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence, to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s) or the entity upon which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Notary Public
Print Name: _____
My commission expires: _____

[SEAL]

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

LANDLORD

Town of Castle Rock, Colorado,
a home rule municipal corporation

Signature: _____
Print Name: _____
Title: _____
Date: _____

WITNESS AND ACKNOWLEDGEMENT

State/Commonwealth of _____
County of _____

On this ____ day of _____, 202____, before me, the undersigned Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence, to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s) or the entity upon which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Notary Public
Print Name: _____
My commission expires: _____

[SEAL]

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

TENANT

Cellco Partnership d/b/a Verizon Wireless,

By: American Tower Delaware Corporation,

a Delaware corporation

Title: Attorney-in-Fact

Signature: _____

Print Name: _____

Title: _____

Date: _____

WITNESS AND ACKNOWLEDGEMENT

State/Commonwealth of _____

County of _____

On this ____ day of _____, 202____, before me, the undersigned Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s) or the entity upon which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Notary Public

Print Name: _____

My commission expires: _____

[SEAL]

EXHIBIT A

This Exhibit A may be replaced at Tenant's option as described below

PARENT PARCEL

Tenant shall have the right to replace this description with a description obtained from Landlord's deed (or deeds) that include the land area encompassed by the Lease and Tenant's improvements thereon

The Parent Parcel consists of the entire legal taxable lot owned by Landlord as described in a deed (or deeds) to Landlord of which the Leased Premises is a part thereof with such Parent Parcel being described below.

A tract of land situated partly in the Southwest 1/4, Section 1, and partly in the Northwest 1/4, Section 12, Township 8 South, Range 67 West, of the Sixth Principal Meridian, Douglas County, Colorado, more particularly described as follows:

Beginning at the Southwest corner of Said Section 1, also the Northwest corner of said Section 12;
Thence N 00°18'13"E a distance of 400.47 feet along the West line of said Section 1 to the Southwest corner of the Burgess & Gelroth property as recorded in Book 140 at Page 330 of the Douglas County records;
Thence S 81°30'00"E a distance of 535.22 feet along the South line of the said Burgess & Gelroth to the Southwest corner of the Callaway property as recorded in Book 139 at Page 443 of the Douglas County records;
Thence S 81°30'00"E a distance of 305.72 feet along the South line of the said Callaway property;
Thence S 04°45'30"E a distance of 269.80 feet to a point on the South line of said Section 1 from which the Southwest corner of said Section 1 bears S 89°30'40"W a distance of 856.23 feet;
Thence S 04°45'30"E a distance of 279.30 feet;
Thence N 80°50'40"E a distance of 89.50 feet;
Thence S 34°18'00"E a distance of 96.40 feet;
Thence S 27°24'05"E a distance of 77.04 feet;
Thence S 62°35'55"W a distance of 106.60 feet;
Thence N 70°41'25"W a distance of 170.27 feet;
Thence S 84°28'00"W a distance of 269.52 feet;
Thence S 74°36'00"W a distance of 153.14 feet to a point of the East line of the Jensen property as recorded in Book 158 at Page 399 of the Douglas County records;
Thence N 35°17'00"W a distance of 67.30 feet along the East line of the said Jensen property to the Southeasterly corner of Lot 2, Panarama Heights Subdivision;
Thence N 35°17'00"W a distance of 135.45 feet along the Northerly line of said Lot 2, to a Southerly corner of the Stern property as recorded in Book 157 at Page 380 of the Douglas County records;
Thence N 26°03'00"E a distance of 40.00 feet along the Southeasterly line of the said Stern property to the Easterly corner of the said Stern property;
Thence N 63°57'00"W a distance of 108.45 feet along the Northeasterly line of the said Stern property to the Easterly corner of the Kinney property as recorded in Book 159 at Page 227 of the Douglas County records;
Thence N 63°57'00"W a distance of 210.47 feet along the Northeasterly line of the said Kinney property to a point on the East line of Lot 1, Block 1 to the Point of Beginning.

Being all of the property known as Tract B as shown on Final Plat VAP II Subdivision, recorded as Document No. 9898173, Douglas County, Colorado.

EXHIBIT A (CONTINUED)
LEASED PREMISES

Tenant shall have the right to replace this description with a description obtained from the Lease or from a description obtained from an as-built survey conducted by Tenant.

The Leased Premises consists of that portion of the Parent Parcel as defined in the Lease which shall include access and utilities easements and easements for guy wires and anchors existing at the time of this Amendment (such guy wire and anchor easements shall be 10 feet on either side of existing guy wires and running 20 feet beyond each guy anchor and may be used by Tenant to access, repair, upgrade, maintain and replace such guy wires, anchors and fencing by Tenant). The square footage of the Leased Premises shall be the greater of: (i) the land area conveyed to Tenant in the Lease; (ii) Tenant's existing improvements on the Parent Parcel; or (iii) the legal description or depiction below.

A PARCEL OF LAND BEING A PORTION OF THE SOUTHWEST ONE-QUARTER OF SECTION 1 AND THE NORTHWEST ONE-QUARTER OF SECTION 12, TOWNSHIP 8 SOUTH, RANGE 67 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF DOUGLAS, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 1; THENCE NORTH 89°30'40" EAST ALONG THE SOUTH LINE OF THE SOUTHWEST ONE-QUARTER OF SAID SECTION 1 A DISTANCE OF 360.99 FEET; THENCE NORTH 00°29'20" WEST A DISTANCE OF 30.38 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTH 40°45'00" EAST A DISTANCE OF 35.00 FEET; THENCE SOUTH 49°15'00" EAST A DISTANCE OF 92.00 FEET; THENCE SOUTH 40°45'00" WEST A DISTANCE OF 35.00 FEET; THENCE NORTH 49°15'00" WEST A DISTANCE OF 92.00 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINING 3,220 SQUARE FEET.

EXHIBIT A (CONTINUED)
ACCESS AND UTILITIES

The access and utility easements include all easements of record as well that portion of the Parent Parcel currently utilized by Tenant for ingress, egress, and utility purposes from the Leased Premises to and from a public right of way including but not limited to:

An easement 20 feet in width, over and across a portion of the property known as Tract B per the Final Plat VAP II Subdivision, recorded as Document No. 9898173, Douglas County, Colorado; located in the Southwest $\frac{1}{4}$ of Section 1 and the Northwest $\frac{1}{4}$ of Section 12, Township 8 South, Range 67 West, of the Sixth Principal Meridian, Douglas County, Colorado.

Also, including:

A Right-of-Way, 60 feet in width, 30 feet each side of the following described center line: Commencing at the Northwest corner of said Section 12; Thence N $89^{\circ}30'40''$ E along the North line of said Section 12 a distance of 856.23 feet; Thence S $4^{\circ}45'30''$ W a distance of 279.30 feet; Thence N $80^{\circ}50'40''$ E a distance of 89.50 feet; Thence S $34^{\circ}18'00''$ E a distance of 96.40 feet; Thence S $27^{\circ}24'05''$ E a distance of 77.04 feet; Thence S $62^{\circ}35'55''$ W a distance of 30.00 feet to the true point of Beginning
Thence S $27^{\circ}24'05''$ E a distance of 193.18 feet; Thence S $59^{\circ}44'22''$ E a distance of 654.25 feet; Thence N $49^{\circ}19'45''$ E a distance of 248.88 feet; Thence N $71^{\circ}48'31''$ E a distance of 213.78 feet; Thence N $65^{\circ}30'44''$ E a distance of 459.52 feet; Thence N $48^{\circ}16'40''$ E a distance of 437.16 feet; Thence N $11^{\circ}52'53''$ E a distance of 13.32 feet to a point on the South Right-of-Way line of Colorado State Highway No. 86, from which the North $\frac{1}{4}$ corner of said Section 12 bears N $27^{\circ}52'50''$ W a distance of 249.44 feet