

## AMENDED AND RESTATED PROPERTY LEASE AGREEMENT

This AMENDED AND RESTATED PROPERTY LEASE AGREEMENT ("Lease") is entered into as of the latter signature date hereof (the "Effective Date"), by and between the Town of Castle Rock, Colorado, a home rule municipal corporation ("Town"), and Cellco Partnership d/b/a Verizon Wireless ("Tenant"), (each a "Party," jointly, the "Parties").

### Recitals

A. Town is the owner in fee simple of a parcel of land located in the Town of Castle Rock, Douglas County, State of Colorado, legally described on the attached **Exhibit A** (the "Property"). Tenant leases from Town pursuant to the terms and conditions of this Lease that portion of the Property described and depicted in the attached **Exhibit B** (the "Premises").

B. The Property is subject to a "Property Lease Agreement" dated March 5, 1998 ("Original Lease") between the Town (as Lessor) and US West NewVector (as Lessee), subsequently amended by a "First Amendment To Property Lease Agreement" on January 5, 2009 ("First Amendment") (the Original Lease and First Amendment, collectively, the "Existing Lease") entered into between the Town and Tenant, as successor interest at that time to US West NewVector. 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. American Tower may perform certain of Tenant's obligations under this Lease and Town will accept conforming performance by American Tower. 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.

C. The term of the Existing Lease has been properly extended and the current Renewal Term in effect expires on February 28, 2023. Tenant has requested the right to amend the Existing Lease to allow for additional Renewal Terms beyond what is currently permitted under the Existing Lease. Town is willing to grant the right of Tenant to extend the term of the Existing Lease provided certain amendments to the Existing Lease are made including adjustment to the consideration for the Existing Lease. For clarity and to avoid creation of ambiguity, Town and Tenant desire to merge the Existing Lease and additional mutually acceptable modifications to the Existing Lease into this Lease.

D. Town and Tenant are parties to a separate "Tower and Equipment and Sublease Agreement" dated March 5, 1998, as amended by a "First Amendment" thereto dated \_\_\_\_\_, 2022 by which the Town subleases space and associated rights from Tenant for Town communication facilities (the "Sublease"). This Lease shall not constitute an amendment or modification to the Sublease unless expressly stated to the contrary in this Lease.

E. Accordingly, the Parties are entering into this Lease on the terms and conditions set forth below. The capitalized terms used herein shall have the meaning ascribed to them in context.

## Agreement

In consideration of their mutual covenants, the Parties agree as follows:

### 1. Leased Premises and Tower.

a. Town leases to Tenant and Tenant leases from Town (i) the Premises on an exclusive basis, except for collocation of facilities as provided in Sections 4 and 5 of this Lease for the construction, operation and maintenance of a communication tower (the "Tower") as depicted on **Exhibit B**, together with (ii) the non-exclusive right for ingress and egress, seven (7) days a week, twenty-four (24) hours a day, on foot or motor vehicle, including trucks, and for the installation and maintenance of utility wires, cables, conduits, and pipes over, under, or along a twenty (20) foot wide right-of-way and easement extending from the nearest public right(s)-of-way to the Premises (the "Access Road"). Lessor agrees to execute without delay any easement documents as may be required by any utility company in connection with Tenant's use of the Premises. Further, Lessor will grant to Tenant any and all necessary easements for the placement of guy anchors required to secure the guyed Tower.

b. The height of the Tower may not be modified by Tenant without the express approval of the Town, which approval shall be entirely at the discretion of the Town. Subject to Section 13, Tenant may otherwise update, relocate, replace, repair, add or otherwise modify its utilities, improvements, equipment, antennas and/or conduits or any portion thereof (collectively, "Equipment") and the frequencies over which the Equipment operates from time to time with the prior written approval of Town, such approval not be unreasonably withheld, conditioned or delayed, provided that (i) the replacement Equipment is not materially greater in number or size than the existing Equipment (ii) and Any such modifications shall be made in compliance with this Lease. Tenant may replace elements of the Tower structure as necessary to maintain its structural integrity and as necessary to accommodate installation of equipment on the Tower if otherwise permitted under this Lease. Town shall have no obligation to repair or replace element(s) of the Tower, except as may be required by the Sublease. Tenant shall maintain the Tower to the recognized standards of the industry. Upon written request by Town, but no more than once in any five year period, Tenant shall provide Town with an As-Is Structural Report of the Tower..

### 2. Term.

a. The Original Lease commenced March 1, 1998 for an initial term of five (5) years subject to Tenant's right to exercise a number of five-year Renewal Terms. As of the Effective Date, the Existing Lease remains in full force and effect and is in the fourth Renewal Term (as defined in the Existing Lease) which is otherwise set to expire on February 28, 2023.

b. The initial term of this Lease shall commence on the Effective Date and expire on February 28, 2023 (the "Initial Term"). Tenant shall have the right to automatically extend the terms of this Lease for seven (7) additional five-year renewal terms (each a "New Renewal Term" and, collectively, the "New Renewal Terms") upon the same terms and conditions found herein, unless Tenant terminates the Lease at the end of the Initial Term or any New Renewal Term by giving Town written notice of the intent to terminate at least six (6) months prior to the end of the then-current term. The Town hereby agrees to execute and return to Tenant an original Memorandum of Lease in the form and of the substance attached hereto as **Exhibit C** and by this reference made a part hereof (the "Memorandum") executed by Town together with any applicable forms needed to record the Memorandum, which forms shall be supplied by Tenant to Town.

c. If at the end of the seventh (7<sup>th</sup>) New Renewal Term (February 28, 2058) this Lease has not been terminated by either Party by giving the other Party written notice of an intention to terminate this Lease at least six (6) months prior to the end of the seventh (7<sup>th</sup>) New Renewal Term, this Lease shall continue in force upon the same covenants, terms and conditions and at the Rent specified for the seventh (7<sup>th</sup>) New Renewal Term, for a further term of one (1) year and for annual terms thereafter until terminated by either Party giving to the other written notice of its intention to so terminate at least six (6) months prior to the end of such term.

### 3. Rent.

a. Beginning with the first rental payment due after the Effective Date through termination of the Lease, Tenant shall pay Town monthly rent in the amount of Two Thousand Four Hundred Sixty Seven and 21/100 Dollars (\$2,467.21), increasing annually effective each March 1<sup>st</sup> commencing March 1, 2022 by three percent (3%) ("Base Rent"), together with monthly Percentage Rent (defined in Section 3b) due Tenant in the preceding month. To illustrate, the calculation of Base Rent, if the monthly Base Rent in February of a given year is \$4,000, then beginning March 1st of that year and continuing until the following February 28<sup>th</sup> or 29<sup>th</sup>, as the case may be, the monthly Base Rent will be \$4,120.

b. In addition to Base Rent, Tenant or American Tower shall pay to Town thirty three and one-third percent (33.33%) of any rents actually received by Tenant and/or American Tower under and pursuant to the terms and provisions of any sublease, license or other collocation agreement for the use of any portion of the Leased Premises entered into by and between Tenant and/or American Tower and a Collocator (defined below) subsequent to March 5, 1998 (any such amounts, "Percentage Rent"); Base Rent and Percentage Rent are collectively referred to herein as "Rent". In connection with each monthly Percentage Rent payment Tenant and/or American Tower will provide Town with a calculation sheet identifying the rental amount(s) received by Tenant and/or American Tower under any applicable sublease, license or other collocation agreement with any Collocator, and any amounts paid by Tenant and/or American Tower to Town in connection therewith. Town shall be permitted to request, no more than once per twelve (12) month period, an annual reconciliation of any and all amounts billed by Tenant and/or American Tower to any applicable Collocator together with any payments owed by Tenant and/or American Tower and actually paid by Tenant.

c. In the event of any overpayment of Base Rent or Percentage Rent after the Effective Date, Tenant shall have the right to deduct from any future Rent payments an amount equal to the overpayment amount. Town and Tenant stipulate that Rent has been calculated and paid in accordance with the Existing Lease to the Effective Date. Notwithstanding anything to the contrary contained in the Lease, all Rent and any other payments expressly required to be paid to Town under the Lease shall be paid to Town of Castle Rock by Tenant.

d. Tenant shall pay Town a late payment charge equal to five percent (5%) of the amount due for any Rent payment not paid when due. Any such delinquent Rent shall bear interest until paid at the rate of twelve percent (12%) per annum until the delinquent Rent is paid in full.

4. Collocation by Town. Tenant shall allow the Town to locate communications facilities (including, but not limited to antennas, transmitters, receivers, support equipment, buildings and facilities) on the Tower and on a portion of the Property for the purposes of fire,

police, public safety, ethernet and other governmental and public communication purposes provided Town complies with Section 13 of this Lease, which governs interference, and all the provisions in this section and the applicable Sublease. Town shall not construct, install, or operate any equipment or improvements or maintenance and/or repairs to their equipment on the Tower other than those which are authorized under the Sublease or approved in writing by Tenant, nor shall Town alter the frequencies or operation of the approved equipment without Tenant's prior written consent, which approval shall not be unreasonably withheld. Town shall submit an application (the "Equipment Application") to Tenant, utilizing Tenant's then current form, to request the right to replace or modify its approved equipment or alter the frequencies for Tenant's review and written approval (such written approval, or notice to proceed, the "NTP"). Tenant shall not unreasonably delay review and response to the Equipment Application and shall not unreasonably withhold issuance of the NTP. Town shall not construct, install, or alter the approved equipment until Tenant issues to Town a NTP. Town shall be solely responsible for all costs associated with the installation and maintenance of its property on the Tower and Premises but shall have no financial obligation to Tenant therefor (rent, or any other payment to Tenant), except for any applicable governmental fees, utility costs or other expenses directly attributable to Town's use of the Tower. Notwithstanding anything to the contrary in this Lease, Town shall obtain advance permission from Tenant for any person or company to climb the Tower as necessary for the installation and maintenance of Town's equipment. Tenant's permission shall not unreasonably be withheld. Town shall at all times comply with all applicable laws, and ordinances and all rules and regulations of municipal, state and federal governmental authorities relating to the installation, maintenance, location, use, operation, and removal of the approved equipment and other alterations or improvements authorized pursuant to the provisions of this Lease. Town shall be responsible for the cost of any structural analysis required by Tenant in its reasonable discretion, in connection with the installation or replacement of Town's equipment on the Tower by Town; Tenant covenants and agrees that it will provide notice to Town prior to undertaking any such analysis, thereby allowing Town an opportunity to evaluate the installation or replacement. In the event that a structural analysis indicates that the Tower is not suitable for Town's equipment, the costs of any structural modifications or repairs reasonably necessary to accommodate the additional load of Town's equipment shall be made to the Tower at the sole cost of Town, however, in no event shall any such modification or repair be undertaken and/or performed if the same would or could cause interference to any either then-existing other use by any then-existing Tower User. No person or entity other than Town or its successor or assign shall have the right to install, maintain, or operate the approved equipment or transmit or receive communications in the Premises or on the Tower. Town shall be solely responsible for extending utilities to the Tower as necessary for the operation of the approved equipment. As of the Effective Date of this Lease, the Town has collocated on the Tower pursuant to the Sublease and in conformance with this Lease. In the event of a conflict between the provisions of this Lease and the Sublease, the Sublease shall govern and control.

5. Collocation by Other Providers. The Parties intend that other communication service providers will locate on the Tower and Premises. The term "Collocator" and "Collocation" as used in this Lease, shall refer only to entities other than Tenant, American Tower, or the Town or a Governmental Agency that collocates on the Tower. Neither Tenant, American Tower, nor the Town are Collocators as that term is used in this Lease. Tenant shall allow collocation on the Tower and a portion of the Premises. Tenant and the Collocators shall negotiate in good faith to accomplish collocation on the Tower and the Premises. Good faith negotiations shall include offering a Collocator the opportunity to rent space on the Tower and Premises at fair market value. Collocators as of the date of the execution of this Lease are listed on **Exhibit D**.

Collocators desiring to collocate on the Tower must enter into separate written agreements with Tenant relating to use of the Tower and the Premises. In addition to the terms of any such sublease between the Collocators and Tenant, the Collocators shall be bound by all of the terms and conditions of this Lease applicable to Tenant and in the event of a conflict between the two documents, this Lease shall govern and control.

In addition to the other applicable provisions of this Lease, Collocators shall be subject to the following conditions.

a. Technical Report. Each potential Collocator shall provide Tenant and the Town with detailed specifications for and the weight of the proposed antennas and the proposed transmission frequencies and characteristics, together with an engineering report satisfactory to Tenant, the Town and the Collocators showing that the Tower will support the load, and that the use of the new antennas at the specified frequencies will not cause any interference to the receipt and transmission of Tenant, the Town, Governmental Agency or other Collocators, or create any deleterious effect on the public health or safety. In addition, Town of its own initiative may commission such technical studies and reports to ascertain compliance with this subsection in accordance with applicable Town Regulations.

b. Costs. Each Collocator shall pay all costs associated with the installation, maintenance and use of its antennas and related equipment, equipment storage pads, equipment shelter/cabinets, including without limitation, utilities.

c. Indemnification. Each Collocator shall indemnify and hold harmless Tenant and the Town from all claims and liabilities with respect to the Collocator's use of and transmission from Collocator's facilities and shall agree to name Tenant and the Town as additional insureds under its general liability insurance policy.

d. Permits/Approvals. Each Collocator shall be responsible for all governmental permits and satisfaction of all other regulatory approvals with respect to the installation of equipment on and use of the Tower, and shall comply with all federal, state and local laws and regulations in constructing and using its own equipment and facilities on the Premises.

e. Structural Upgrade to Tower. The Parties recognize that the structural loading of the Tower may reach its limits if the Town, Tenant, and the Collocators add equipment to the Tower, in addition to Tenant's antennas and equipment. In the event that any structural upgrades to the Tower or a Tower replacement are necessitated in whole or in part because of future equipment added to the Tower by the Tenant or Collocator, the structural upgrades or Tower replacement shall be paid for by the Tenant or Collocator and shall include the necessary relocation of Town equipment, if requested by Town at no expense to Town.

## 6. Use of Premises.

a. Tenant shall use the Premises for the installation, operation, and maintenance of Equipment necessary for the transmission, reception and operation of a wireless communication system and uses incidental thereto and for no other uses. The Town may utilize or permit others to use other portions of the Property provided that such other uses do not interfere with or impede the use of the Premises by Tenant or a Collocator.

b. Tenant shall, at its expense, comply with all applicable federal, state, and

local laws, ordinances, rules and regulations in connection with the provision of service and the use, operation, maintenance, construction and/or installation of equipment and/or the Premises. Provided such use is permitted by Town pursuant to this Lease, Town shall reasonably cooperate with Tenant in obtaining, at Tenant's expense, any licenses, permits or other governmental approvals required for or substantially required by Tenant's use of the Premises.

c. Tenant shall remove the Tower and Equipment from the Premises including the removal of the Tower foundation upon termination of the Lease. Such removal shall be done in a workmanlike and careful manner and without interference or damage to any other equipment, structures or operations on the Premises, including use of the Premises by Town or any of Town's assignees or lessees, or any Collocators. If, however, Tenant requests permission not to remove all or a portion of the improvements, and Town consents to such non-removal, title to the affected improvements shall thereupon be transferred by Tenant to Town, at no cost to Town, and the same thereafter shall be the sole and entire property of Town, and Tenant shall be relieved of its duty to otherwise remove same.

d. Upon removal of the Equipment and other improvements Tenant shall restore the affected area of the Premises as reasonably possible to its original condition, excepting normal wear, tear and casualty events.

e. All costs and expenses for the removal and restoration to be performed by Tenant above shall be borne by Tenant, and Tenant shall hold Town harmless from any costs and expenses thereof, except for any costs or expenses which are the responsibility of Town pursuant to the Sublease.

## 8. Maintenance.

a. Tenant shall, at its own expense, maintain the Premises and Equipment on or attached to the Premises in a safe condition, in good repair and so as not to conflict with the use of others leasing of the Premises from Town. Tenant shall require Collocators to similarly maintain their equipment. In addition to the other provisions contained herein, Tenant shall not interfere with the use of the Premises, related facilities or other equipment of other entities existing on the Premises as of the date of the execution of this Lease.

b. Tenant agrees to maintain the Access Road and bear the cost of all upkeep and repairs to the Access Road in a manner sufficient to allow for pedestrian and vehicular access to the Premises at all times, to the extent Tenant requires such vehicular and pedestrian access, and such maintenance and upkeep shall be to Tenant's sole and exclusive satisfaction. To the extent Town, Town's invitees, successors and assigns require additional maintenance and upkeep beyond Tenant's requirements, Town shall bear the cost of such upkeep and maintenance. In the event that Tenant, any of its affiliates, customers, tenants, subtenants, lessees, licensees, successors, and/or assigns together with any of the employees, contractors, consultants, and/or agents of the foregoing cause damage to the Access Road, such damage shall be repaired at Tenant's sole cost. In the event the Town or Town's invitees cause damage to the Access Road, such damage shall be repaired at Town's sole cost.

c. Tenant shall have sole responsibility for the maintenance, repair, and security of its Equipment and leasehold improvements, and shall keep the same in good repair and condition during the Lease term.

d. Tenant shall keep the Premises free of debris and anything of a dangerous, noxious or offensive nature or which would create a hazard or undue vibration, heat, noise or any interference with Town services.

9. Premises Access. Tenant and Town shall have access to the Premises seven days per week and 24 hours per day. Where access to the Premises is through a locked gate, Tenant shall be responsible for its actions and those of its employees, agents and contractors for the locking of such gate upon entry and departure from the Premises.

10. Utilities. Tenant shall, at its expense, separately meter charges for the consumption of electricity and other utilities, if reasonably feasible, associated with its use of the Premises and shall timely pay all costs associated therewith.

11. License Fees. Tenant shall pay, as they become due and payable, all fees, charges, taxes and expenses required for licenses and/or permits required for or occasioned by Tenant's use of the Premises.

12. Approvals: Compliance with Laws. Tenant's use of the Premises is contingent upon its obtaining all certificates, permits, zoning, and other approvals that may be required by any federal, state or local authority or from any other necessary person or entity. Tenant shall erect, maintain and operate its Equipment in accordance with the applicable site standards, statutes, ordinances, rules and regulations of any federal, state or local authority.

13. Interference.

a. Tenant's installation, operation and maintenance of its Equipment shall not damage, impair or interfere in any way with Town's operations and maintenance of Town facilities collocated on the Tower pursuant to Section 4. Tenant agrees to cease all such actions which interfere with Town's use of the Premises when so notified by Town of such interference. With regard to change in use or future use, Town and Tenant shall enforce sound radio engineering standards and practices implemented and consistent with industry practices and governmental regulations, and diligently and in good faith resolve radio frequency interference problems that may arise between each other and/or Collocators.

b. Neither Town nor Tenant shall interfere with the operations of the other. In order to identify potential interference to an existing user's signals, prior to placing equipment into service, the entity installing the equipment shall perform certain interference tests consistent with industry standards and will agree to utilize any filters or other additional equipment necessary to prevent such interference. In the event of any such interference, the entity causing the interference shall take all actions necessary to eliminate such interference in accordance with generally accepted technical standards. If the entity does not correct or commence to correct, within 10 days of receipt of written notice of objectionable interference which, in the reasonable discretion of existing users, materially degrades the operations of existing users on the Premises, the entity causing the interference shall discontinue operating its equipment immediately upon demand, unless and until it can be operated without interference, within the reasonable discretion of the entity which is subjected to the interference, or shall replace the interfering equipment with alternate equipment that does not cause such interference. Provided further, Town shall not be required to cease operations of any equipment necessary to maintain essential public services provided the Town works diligently to resolve the interference. Notwithstanding the foregoing, Town agrees and acknowledges that if Town interferes with a pre-existing

user on the Tower as of the Effective Date, and the Town cannot mitigate or eliminate such interference as set forth in Section 13, Tenant can require Town to turn off or power down the interfering equipment and only power up or use such interfering equipment during off-peak hours specified by Tenant in order to test whether such interfering equipment continues or has been satisfactorily eliminated.

c. Tenant agrees that any future occupants of the Tower subsequent to Tenant will be required to provide Tenant with these same protections against interference, and that Tenant shall have the obligation to eliminate any interference with the existing operations of Town caused by such subsequent occupants. In the event any such interference is not eliminated to the reasonable satisfaction of Town, Tenant shall ensure that those occupying the Tower after Tenant, including Tenant, shall remove any and all equipment interfering with the Town's equipment.

d. Town shall comply with the provisions of this Section of the Lease regarding any communication equipment and users which may occupy the portion of the Property outside of the Premises.

14. Default. It shall be a default of this Lease if (i) Tenant defaults in the payment or provision of Rent or any other sums due to Town, and does not cure such default within ten (10) days after receipt of written notice; (ii) Tenant defaults in the performance of any other covenant or condition of this Lease and does not cure such other default within sixty (60) days after receipt of written notice from Town specifying the default complained of, 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; (iii) Tenant abandons or/ vacates the Premises; or (iv) Tenant is adjudicated as bankrupt or makes any assignment for the benefit of creditors; or if Tenant becomes insolvent.

15. Optional Termination.

a. This Lease may be terminated by Tenant, if Tenant is unable to obtain or maintain any license, permit, or other governmental approval necessary for the operation of the Tower, equipment or Tenant's permitted business hereunder; (b) by either Party upon default of the other of any covenant or term hereof, which default is not cured within sixty (60) days following receipt of written notice of default (without, however, limiting any other rights available to the Parties pursuant to any other provisions hereof); and (c) by Tenant if its communication facilities are or become unacceptable under its designs or engineering specifications for its communications facilities or for the communications systems to which the communications facilities belong; and (d) by Town in the event Tenant becomes insolvent or bankrupt, or if a receiver, assignee or other liquidating officer is appointed for the business of Tenant.

b. Upon termination of this Lease for any reason, Tenant shall remove its Equipment and leasehold improvements from the Premises, within one hundred twenty (120) days of the date of termination, and shall repair any damage to the Premises caused by such equipment, normal wear and tear excepted; all at Tenant's sole cost and expense. Any such property or facilities which are not removed or conveyed to Town in accordance with this Lease by the end of Lease term or upon Lease termination shall immediately become the property of Town.



16. Liquidated Damages. Notice of Tenant's termination pursuant to Section 15 shall be given to Town in writing by certified mail, return receipt requested, and shall be effective upon receipt of such notice. All Rentals paid for the Lease of the Premises prior to said termination date shall be retained by Town. Upon such termination, this Lease shall become null and void and the Parties shall have no further obligations to each other, except as otherwise provided in this Lease or by applicable law.

17. Alteration, Damage or Destruction. If the Premises or any portion thereof is altered, destroyed or damaged so as to materially hinder effective use of the equipment through no fault or negligence of Tenant, Tenant may elect to terminate this Lease upon thirty (30) days written notice to Town. In such event, Tenant shall promptly remove the equipment from the Premises and shall restore the Premises to the same condition as existed prior to this Lease, reasonable wear and tear and casualty excepted. This Lease and Tenant's obligation to pay Rent shall terminate upon Tenant's fulfillment of the obligations set forth in the preceding sentence and its other obligations hereunder, at which termination Tenant shall be entitled to the reimbursement of any Rent prepaid by Tenant. Town shall have no obligation to repair any damage to any portion of the Premises.

18. Condemnation. In the event the Premises are taken by any entity other than Town by eminent domain, this Lease shall terminate as of the date title to the Premises vests in the condemning authority. In the event a significant portion of the Premises which substantially affects the operation of Tenant's business is taken by eminent domain, either Party shall have the right to terminate this Lease as of said date of title transfer, by giving thirty (30) days written notice to the other party. In the event Town receives notification of any condemnation proceeding affecting the Premises, or any portion thereof, Town shall provide notice of the proceeding to Tenant within forty-eight (48) hours. If a condemning authority takes all of the Premises, or any portion thereof, Tenant shall be entitled to pursue Tenant's own award in the condemnation proceeds, which for Tenant will include, where applicable, the value of its communications facility, moving expenses, consideration paid to Town, and business dislocation expenses.

19. Indemnity and Insurance.

a. Disclaimer of Liability: Town shall not, at any time, be liable for injury or damage occurring to any person or property from any cause whatsoever arising out of Tenant's construction, maintenance, repair, use, operation, condition or dismantling of the Premises or Tenant's equipment unless such injury or damage arises from the negligence or willful misconduct of the Town, its officers, agents or employees.

b. Indemnity: During the term of the Lease, Tenant shall indemnify and hold Town harmless against any claim of liability or loss (including, without limitation, reasonable attorneys' fees and costs) from personal injury, bodily injury, sickness, disease or death to any person or damage to, loss of or destruction of tangible or intangible property caused by the negligent acts or omissions of Tenant, its servants or agents or any other party for whom Tenant may be responsible, which may arise out of or be in any way connected with the construction, installation, operation, maintenance, use or condition of the Premises or Tenant's Equipment or Tenant's failure to comply with any federal, state or local statute, ordinance or regulation, except to the extent that such claims or damages may be due to or caused by the negligent acts or omissions of the Town, its servants, agents, or any other party for whom Town may be responsible.

c. Governmental Immunity: The Parties understand and agree that the Town, its officers, and its employees, are relying on, and do not waive or intend to waive by any provision of this Lease, the monetary limitations afforded the Town under the Colorado Governmental Immunity Act, as from time to time amended.

d. Assumption of Risk: Tenant undertakes and assumes for its officers, agents, affiliates, contractors and subcontractors and employees (collectively "Tenant" for the purpose of this section), all risk of dangerous conditions, if any, on or about the Premises, unless caused by Town, its employees, agents or contractors and Tenant hereby agrees to indemnify and hold harmless the Town against and from any claim asserted or liability imposed upon the Town for personal injury or property damage to any person (other than from Town's negligence or willful misconduct) rising out of Tenant's installation, operation, maintenance or use of the Premises or Tenant's equipment or Tenant's failure to comply with any federal, state or local statute, ordinance or regulation.

e. Insurance: During the term of this Lease, Tenant shall maintain, or cause to be maintained, in full force and effect and at its sole cost and expense, the following types and limits of insurance:

i. Worker's compensation insurance meeting applicable statutory requirements and employer's liability insurance with minimum limits of Five Hundred Thousand Dollars (\$ 500,000) for each accident. Town shall not, under any circumstances, be required or obligated to provide Worker's Compensation benefits to any officer, employee, agent, contractor or subcontractor of Tenant.

ii. Comprehensive commercial general liability insurance with minimum limits of One Million Dollars (\$1,000,000) as the combined single limit for each occurrence of bodily injury, personal injury and property damage.

iii. Automobile liability insurance coverage all owned, hired, and non-owned vehicles in use by Tenant, its employees and agents, with personal protection insurance and property protection insurance to comply with the provisions of Colorado state law with minimum limits of One Million Dollars (\$1,000,000) as the combined single limit for each occurrence for bodily injury and property damage.

iv. All policies other than those for Worker's Compensation shall be written on an occurrence and not on a claims made basis.

v. The coverage amounts set forth above may be met by a combination of underlying and umbrella policies so long as, in combination, the limits equal or exceed those stated.

g. Listed Insureds: All policies, except for business interruption and worker's compensation policies, shall list Town and all associated, affiliated, allied and subsidiary entities of Town, now existing or hereafter created, and their respective officers, boards, commissions, employees, agents, attorneys and contractors, as their respective interests may appear as additional insureds (herein referred to as the "Additional Insureds"). Each policy which is to be endorsed, by blanket endorsement, to add Additional Insureds hereunder.

h. Evidence of Insurance: Certificates of insurance for each insurance policy

required to be obtained by Tenant in compliance with this Lease shall be filed and maintained with Town prior to commencement of the term of the Lease. Tenant shall immediately advise Town of any claim or litigation that may result in liability to Town.

i. Cancellation of Policies of Insurance: All insurance policies maintained pursuant to this Lease shall contain the following endorsement:

"At least thirty (30) days prior written notice shall be given to Town by the insurer of any intention not to renew such policy or to cancel, replace or materially alter same, such notice to be given by registered mail to the parties named in the Lease."

j. Insurance Companies: All insurance shall be effected under valid and enforceable policies, insured by insurers licensed to do business by the State of Colorado or surplus line carriers on the State of Colorado Insurance Commissioner's approved list of companies qualified to do business in the State of Colorado. All insurance carriers and surplus line carriers shall be rated A + or better by A.M. Best Company.

k. Subcontractors: All contractors and their subcontractors who perform work on the Premises must carry, in full force and effect, worker's compensation, comprehensive commercial general liability and automobile liability insurance coverages of the type which Tenant is required to obtain under the terms of this Lease with appropriate limits of insurance.

l. Review of Limits: Once during each calendar year during the term of this Lease or any renewals thereof, Town may review the insurance coverages to be carried by Tenant. If Town determines that higher limits of coverage are necessary to protect the interests of Town or the Additional Insureds, Tenant shall be so notified and shall obtain the additional limits of insurance, upon mutual agreement, at its sole cost and expense.

20. Hazardous Substance Indemnification. Tenant represents and warrants that its use of the Premises herein will not generate any hazardous substance, and it will not store or dispose on the Premises nor transport to or over the Premises any hazardous substance, except as required in Tenant's business. Tenant further agrees to hold Town harmless from and indemnify Town against any release of any such hazardous substance arising directly or indirectly from Tenant's use and any damage, loss, or expense or liability resulting from such release including all attorneys' fees, costs and penalties incurred as a result thereof. "Hazardous substance" shall be interpreted broadly to mean any substance or material defined or designated as hazardous or toxic waste, hazardous or toxic material, hazardous or toxic or radioactive substance, or other similar term by any federal, state or local environmental law, regulation or rule presently in effect or promulgated in the future, as such laws, regulations or rules may be amended from time to time; and it shall be interpreted to include, but not be limited to, any substance which after release into the environment will or may reasonably be anticipated to cause sickness, death or disease. Town shall be solely responsible for and will defend, indemnify, and hold Tenant, its agents and employees harmless from and against any and all direct claims, costs, and liabilities including reasonable attorney's fees and costs, arising out of or in connection with the removal, cleanup, or restoration of the Property arising from Town's use of hazardous substances or any such substances on or affecting the Property which precede the date Tenant commences use on the Premises.

21. Holding Over. Any holding over after the expiration of the term hereof, with the

consent of the Town, shall be construed to be a tenancy from month to month at the then existing monthly Rent herein specified (prorated on a monthly basis) and shall otherwise be on the terms and covenants and conditions herein specified.

22. Subordination to Mortgage. Any mortgage now or subsequently placed upon any property of which the Premises are a part shall be deemed to be prior in time and senior to the rights of Tenant under this Lease subject to an agreement from each such mortgage holder providing, in effect, that so long as Tenant is not in default of its obligations under Lease beyond applicable cure periods, Tenant shall not be joined as a party-defendant in any foreclosure action or proceeding which may be taken or instituted by the then holder of any mortgage on the Leased Premises by reason of default under said mortgage, and that Tenant shall not be evicted from the Leased Premises nor the Lease be terminated or disturbed by reason of any default under said mortgage. Tenant subordinates, subject to a subordination agreement executed by the mortgagor, all of its interest in the leasehold estate created by this Lease to the lien of any such mortgage. Tenant shall, within a reasonable time after receipt of Town's request, execute a subordination agreement confirming the subordination of the Lease to a mortgage, subject to Tenant's approval of any such subordination agreement, which approval shall not to be unreasonably withheld, conditioned or delayed. It shall not be considered to be unreasonable for Tenant to withhold, condition or delay its approval for such subordination if Tenant determines, in its sole but reasonable discretion, that Tenant's interest in the Lease and Premises would not be adequately protected in the event of foreclosure, deed in lieu of foreclosure, or similar proceeding..

23. Acceptance of Premises. By making non-exclusive use of the Premises, Tenant accepts the Premises in the condition existing as of the Effective Date. Town makes no representation or warranty with respect to the condition of the Premises and Town shall not be liable for any latent or patent defect in the Premises.

24. Estoppel Certificate. Tenant shall, at any time and from time to time upon not less than thirty (30) days prior request by Town, deliver to Town a statement in writing certifying that (i) the Lease is unmodified and in full force (or if there have been modifications, that the Lease is in full force as modified and identify the modifications); (ii) the dates to which Rent and other charges have been paid; and (iii) so far as the person making the certificate knows, Town is not in default under any provisions of the Lease.

25. Notices. Except as otherwise provided herein, all notices, requests, demands, and other communications hereunder shall be in writing and shall be deemed given if personally delivered or mailed, certified mail, return receipt requested; to the following addresses:

If to Town, to:           Town Manager  
                                   Town of Castle Rock  
                                   100 N. Wilcox Street  
                                   Castle Rock, Colorado 80104

With a copy to:           Town Attorney  
                                   Town of Castle Rock  
                                   100 N. Wilcox Street  
                                   Castle Rock, Colorado 80104

If to Tenant, to: Verizon Wireless  
Attn: Network Real Estate  
180 Washington Valley Road  
Bedminster, NJ 07921

With a copy to: American Tower  
Attn: Land Management  
10 Presidential Way  
Woburn, MA 01801

With a copy to: American Tower  
Attn: Legal Dept  
116 Huntington Avenue  
Boston, MA 02116

26. Assignment. Except as otherwise provided herein, Tenant shall not sublet the whole or any part of the Premises. Tenant shall not assign or transfer this lease without the prior written consent of Town which will not be unreasonably withheld, conditioned or delayed. Notwithstanding the foregoing, Tenant shall have the right without consent, with prior notice to Town, to assign or transfer this Lease to any parent, subsidiary or affiliate entity of Tenant or to any party with sufficient financial capacity and capability to fulfill the obligations of Tenant hereunder, which assignment, transfer or sublease shall fully release Tenant from any further obligations or liability under the terms, covenants and conditions of this Lease, commencing on the effective date of the assignment, transfer or sublease provided Tenant is not then in default of this Lease.

27. Successors and Assigns. This Lease shall be binding upon and inure to the benefit of the Parties, and their respective permitted successors and assigns.

28. Non-Waiver. Failure of either Party to insist on strict performance of any of the conditions, covenants, terms or provisions of this Lease or to exercise any of its rights hereunder shall not waive such rights, but either Party shall have the rights to enforce such rights at any time and take such action as might be lawful or authorized, either in law or equity. The receipt of any sum paid by Tenant to Town after a breach of this Lease shall not be deemed a waiver of such breach unless expressly set forth in writing.

29. Taxes.

a. During the term of the Lease, as modified by this Amendment, Tenant shall pay when due all real property, personal property, and other taxes, fees, and assessments that are directly attributable to Tenant's improvements on the Leased Premises (the "Applicable Taxes") directly to the local taxing authority to the extent that the Applicable Taxes are billed directly to Tenant. Tenant hereby agrees to reimburse Town for any Applicable Taxes billed directly to Town (which shall not include any taxes or other assessments attributable to periods prior to the Effective Date). Town must furnish written documentation (the substance and form of which shall be reasonably satisfactory to Tenant) of any Applicable Taxes along with proof of payment of the same by Town. Town shall submit requests for reimbursement in writing to: American Tower Corporation, Attn: Landlord Relations, 10 Presidential Way, Woburn, MA 01801 unless otherwise directed by Tenant from time to time. Subject to the requirements set forth in this Section, Tenant shall make such reimbursement payment within forty-five (45) days of receipt

of a written reimbursement request from Town. Anything to the contrary notwithstanding, Town is only eligible for reimbursement if Town requests reimbursement within one (1) year after the date such taxes became due. Additionally, Town shall not be entitled to reimbursement for any costs associated with an increase in the value of Town's real property calculated based on any monetary consideration paid from Tenant to Town. If Town fails to pay when due any real property, personal property, and other taxes, fees, and assessments affecting the Parent Parcel, Tenant shall have the right, but not the obligation, to pay such taxes on Town's behalf and: (i) deduct the full amount of any such taxes paid by Tenant on Town's behalf from any future payments required to be made by Tenant to Town hereunder; (ii) demand reimbursement from Town, which reimbursement payment Town shall make within thirty (30) days of such demand by Tenant; and/or (iii) collect from Town any such tax payments made by Tenant on Town's behalf by any lawful means.

b. Tenant shall indemnify Town from any and all liabilities, obligations, damages, penalties, claims, liens, costs, charges, losses and expenses (including, without limitation, reasonable fees and expenses of attorneys, expert witnesses and consultants), which may be imposed upon, incurred by or be asserted against Tenant in relation to the taxes owed or assessed on the Premises.

c. If the methods of taxation in effect at the Effective Date of the Lease are altered so that in lieu of or as a substitute for any portion of the property taxes and special assessments, if any, now imposed on property, there is imposed a tax upon or against the Rent payable by Tenant to Town, Tenant shall pay those amounts in the same manner as provided for in the payment of real and personal property taxes.

30. Tenant's Securitization Rights; Estoppel. Town hereby consents to the granting by Tenant and/or American Tower of one or more leasehold mortgages, collateral assignments, liens, and/or other security interests (collectively, a "Security Interest") in Tenant's (or American Tower's) interest in this Lease, as amended, and all of Tenant's (or American Tower's) property and fixtures attached to and lying within the Leased Premises and further consents to the exercise by Tenant's (or American Tower's) mortgagee ("Tenant's Mortgagee") of its rights to exercise its remedies, including without limitation foreclosure, with respect to any such Security Interest. Town shall recognize the holder of any such Security Interest of which Town is given prior written notice (any such holder, a "Holder") as "Tenant" hereunder in the event a Holder succeeds to the interest of Tenant and/or American Tower hereunder by the exercise of such remedies. Town further agrees to execute a written estoppel certificate within thirty (30) days of written request of the same by Tenant, American Tower or Holder.

31. Waiver. From and after the Execution Date and notwithstanding anything to the contrary contained herein, in no event shall Town or Tenant be liable to the other for, and Town and Tenant hereby waive, to the fullest extent permitted under applicable law, the right to recover incidental, consequential (including, without limitation, lost profits, loss of use or loss of business opportunity), punitive, exemplary and similar damages.

32. Confidentiality. Notwithstanding anything to the contrary contained in this Lease, Town agrees and acknowledges that any proprietary information furnished to Town by Tenant or American Tower in connection therewith shall be and remain confidential. Except with Town's attorney, accountant, broker, lender, a prospective fee simple purchaser of the Property, or if otherwise required by law, Town shall not disclose any such terms or information without the prior written consent of Tenant. The terms and provisions of this Section shall survive the execution

and delivery of this Lease.

33. Limited Right of First Refusal. Notwithstanding anything to the contrary contained herein, this paragraph shall not apply to any fee simple sale of the Property from Town to any prospective purchaser that is not a person or entity directly or indirectly engaged in the business of owning, acquiring, operating, managing, investing in or leasing wireless telecommunications infrastructure (any such person or entity, a "Third Party Competitor") or to American Tower. If Town receives an offer or desires to offer to: (i) sell or convey any interest (including, but not limited to, leaseholds or easements) in any real property of which the Premises is a part to a Third Party Competitor or (ii) assign all or any portion of Town's interest in the Lease to a Third Party Competitor (any such offer, the "Offer"), Tenant shall have the right of first refusal to purchase the real property or other interest being offered by Town in connection with the Offer on the same terms and conditions. If Tenant elects, in its sole and absolute discretion, to exercise its right of first refusal as provided herein, Tenant must provide Town with notice of its election not later than forty-five (45) days after Tenant receives written notice from Town of the Offer. If Tenant elects not to exercise Tenant's right of first refusal with respect to an Offer as provided herein, Town may complete the transaction contemplated in the Offer with the Third Party Competitor on the stated terms and price but with the express condition that such sale is made subject to the terms of the Lease. Town hereby acknowledges and agrees that any sale or conveyance by Town in violation of this Section is and shall be deemed to be null and void and of no force and effect. The terms, provisions, and conditions of this Section shall survive the execution and delivery of this Lease. For the avoidance of doubt, American Tower, its affiliates and subsidiaries, shall not be considered a Third Party Competitor and this provision shall not apply to future transactions with American Tower, its affiliates and subsidiaries.

34. Merger of Existing Lease. The Parties hereby acknowledge and agree that as of the Effective Date, the Original Lease, the First Amendment and additional mutually acceptable modifications to the Existing Lease are hereby merged into this Lease. Accordingly, the terms and provisions of this Lease shall supersede and replace the Existing Lease in its entirety and all of the rights and obligations of the Parties shall be controlled by this Lease.

35. Miscellaneous.

a. Town and Tenant respectively represent that their signatory is duly authorized and has full right, power, and authority to execute this Lease.

b. With the exception of applicable laws, ordinances, rules, regulations, and specifications, this Lease constitutes the entire agreement and understanding of the Parties and supersedes all offers, negotiations, and other agreements of any kind. Except as previously set forth, there are no representations or understandings of any kind not set forth herein. Any modification of or amendment to this Lease must be in writing and executed by both Parties.

c. This Lease shall be governed by and construed in accordance with the laws of the State of Colorado, without regard to the conflicts of laws provisions of such State or Commonwealth.

d. If any term of this Lease is found to be void or invalid, such invalidity shall not affect the remaining terms of this Lease, which shall continue in full force and effect.

e. All approvals and consents to be provided by either party in accordance

with the terms of this Lease shall be provided in good faith and shall not be unreasonably withheld, delayed or conditioned.

This Lease was executed as of the date first set forth above.

[Signature pages to follow.]



**TOWN:**

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

Signature:

\_\_\_\_\_  
Print Name:

\_\_\_\_\_  
Title:

\_\_\_\_\_  
Date:

\_\_\_\_\_

Signature:

\_\_\_\_\_  
Print Name:

\_\_\_\_\_  
Title:

\_\_\_\_\_  
Date:

\_\_\_\_\_

*[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 Town the Collocation Fee, provided all requirements in this Lease have been satisfied. The undersigned additionally acknowledges and agrees that adequate consideration has been received for such payment(s). The undersigned agrees to be bound by the terms of the Lease to the extent it exercises the rights and privileges of Tenant hereunder.

**American Tower Delaware Corporation**

a Delaware corporation

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**EXHIBIT A**

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

**The Property**

*Tenant shall have the right to replace this description with a description obtained from Town'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 Town as described in a deed (or deeds) to Town of which the Premises is a part thereof with such Property 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.

**EXHIBIT B**

**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 Premises consists of the greater of: (i) the land area conveyed to Tenant in the Lease; (ii) Tenant's (and Tenant's customers) existing improvements on the Property; or (iii) the legal description or depiction below (if any). The Property as defined in the Existing Lease which shall include access and utilities easements and easements for guy wires and anchors existing at the time of this Lease (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).

**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.**

**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 (and Tenant's customers) for ingress, egress and utility purposes from the Leased Premises to and from a public right of way including but not limited to:

# **EXHIBIT C**

## **FORM OF MEMORANDUM OF LEASE**

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

**Prepared by and Return to:**

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

**Prior Recorded Lease**

**Reference:**

Book \_\_\_\_\_, Page \_\_\_\_\_  
Document No: 2009001761  
State of Colorado  
County of Douglas

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**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 ("**Town**") 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.** Town 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**"). Town (or its predecessor-in-interest) and Tenant (or its predecessor-in-interest) entered into that certain Property Lease Agreement dated March 5, 1998 (as the same may have been amended from time to time, collectively, the "**Existing Lease**") which has merged into that certain Amended and Restated Property Lease Agreement dated \_\_\_\_\_ (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

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

and/or file certain documents on behalf of Tenant, all as more particularly set forth in the POA.

3. **Expiration Date.** Subject to the terms, provisions, and conditions of the Lease, and assuming the exercise by Tenant of all renewal options contained in the Lease, the final expiration date of the Lease would be February 28, 2058. Notwithstanding the foregoing, in no event shall Tenant be required to exercise any option to renew the term of the Lease.
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, 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, Town 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. Town hereby grants the right to Tenant to complete and execute on behalf of Town 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 Town at: Town Manager, Town of Castle Rock, 680 N. Wilcox Street, Castle Rock, Colorado 80104; with a copy to: Town Attorney, Town of Castle Rock; 680 N. Wilcox Street, Castle Rock, Colorado 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 Dept. 116 Huntington Avenue, 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]

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



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

**TOWN**

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

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**2 WITNESSES**

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

**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]*

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

**TENANT****WITNESS****Cellco Partnership d/b/a Verizon Wireless**

By: ATC Sequoia LLC,  
a Delaware limited liability company  
Title: Attorney-in-Fact

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

**WITNESS AND ACKNOWLEDGEMENT**

Commonwealth of Massachusetts

County of Middlesex

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]

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 Town'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 Town as described in a deed (or deeds) to Town 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.

## **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 Existing Lease which shall include access and utilities easements and easements for guy wires and anchors existing at the time of this Lease (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 (and Tenant's customers) existing improvements on the Parent Parcel; or (iii) the legal description or depiction below (if any).

**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.**

## **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 (and Tenant's customers) for ingress, egress and utility purposes from the Leased Premises to and from a public right of way including but not limited to:

**EXHIBIT D**

**CURRENT COLLOCATORS**

The following Collocators have active leases as of the Effective Date:

1. Verizon Wireless
2. T-Mobile
3. Sprint

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