

**TOWN OF SUPERIOR
RESOLUTION NO. R-14
SERIES 2020**

**A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF
SUPERIOR APPROVING THE ROCK CREEK RANCH FILING NO. 20D
FINAL PLAT SITE PLAN NO. 36, CASE # FPSP-2020-01 AND
ASSOCIATED LAND LEASE AGREEMENT**

WHEREAS, Cellco Partnership d/b/a Verizon Wireless ("Applicant"), wishes to install a 100-foot tall antenna light pole and a screened equipment platform (collectively, the "Telecommunications Equipment") on Town-owned property located along Scanlon Field in Community Park (the "Property");

WHEREAS, Applicant has filed a final plat site plan ("FPSP") for the purpose of installing the Telecommunications Equipment on the Property (the "Application");

WHEREAS, Section 16-10-40 of the Superior Municipal Code (the "Code") requires a public hearing and recommendation by the Planning Commission regarding approval of a final development plan or final plat site plan;

WHEREAS, Section 16-31-50 of the Code provides design standards for pole-mounted wireless facilities within the Town;

WHEREAS, the specific approval criteria for a final development plan or final plat site are set forth in Section 16-10-40(b) of the Code;

WHEREAS, on January 7, 2020, the Planning Commission held a properly-noticed public hearing on the Application and recommended that the Board of Trustees approve the Application, subject to certain conditions;

WHEREAS, Section 16-10-40 of the Code requires a public hearing by the Board of Trustees on a final development plan or final plat site plan;

WHEREAS, on January 27, 2020, the Board of Trustees held a properly-noticed public hearing on the Application; and

WHEREAS, the Board of Trustees, upon reviewing the recommendation of the Planning Commission, hearing the statements of staff and the public, and giving due consideration to the matter, finds and determines as provided below.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE TOWN OF SUPERIOR, COLORADO, as follows:

Section 1. The Board of Trustees hereby finds and determines that the Application meets all of the applicable criteria set forth in the Code and is consistent with the Town of Superior Comprehensive Plan.

Section 2. The Board of Trustees hereby approves the Application, subject to the following conditions:

A. Applicant shall make minor technical and redline corrections to plans as identified by Town Staff; and

B. Applicant shall execute the Land Lease Agreement between the Town and Cellco Partnership d/b/a Verizon Wireless, approved herein.

Section 3. The Land Lease Agreement between the Town and Cellco Partnership d/b/a Verizon Wireless is hereby approved in substantially the form attached hereto, subject to final approval by the Town Attorney. Upon such approval, the Mayor is authorized to execute the Land Lease Agreement on behalf of the Town.

ADOPTED this 27th day of January, 2020.



Clint Folsom, Mayor

ATTEN  

Phyllis Hardin, Town Clerk

LAND LEASE AGREEMENT

This Land Lease Agreement (the "Agreement") made this 2nd day of March, 2020, by and between the **Town of Superior**, a Colorado municipal corporation with an address of 124 East Coal Creek Drive, Superior, Colorado 80027 (the "TOWN"), and **Cellco Partnership d/b/a Verizon Wireless** with its principal offices at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920 ("LESSEE"). The TOWN and LESSEE are at times collectively referred to hereinafter as the "Parties" or individually as a "Party."

In consideration of the mutual covenants contained herein and intending to be legally bound hereby, the Parties agree as follows:

1. **GRANT.** In accordance with this Agreement, the TOWN hereby grants to LESSEE the right to install, maintain and operate communications equipment ("Use") upon the Premises (as hereinafter defined), which are a part of that real property owned, leased or controlled by the TOWN at Superior Community Park, 1350/0 Coalton Rd, Superior, CO 80027 (the "Property"). The Property is legally described on Exhibit "A", attached hereto and made a part hereof. The Premises are a portion of the Property and are approximately 375 square feet and 400 square feet respectively, and are shown in detail on Exhibit "B", attached hereto and made a part hereof. LESSEE may survey the Premises upon prior written notice to and approval by the TOWN, such approval not to be unreasonably withheld. Upon completion, the survey shall replace Exhibit "B" in its entirety.

2. **INITIAL TERM.** This Agreement shall be effective as of the date of execution by both Parties (the "Effective Date"). The initial term of the Agreement shall be for 5 years beginning on the Commencement Date (as hereinafter defined). The "Commencement Date" shall be the first day of the month after LESSEE begins installation of LESSEE's communications equipment. The Parties agree to mutually acknowledge the Commencement Date in writing.

3. **EXTENSIONS.** This Agreement shall automatically be extended for 3 additional 5-year terms, unless LESSEE terminates it at the end of the then current term by giving the TOWN written notice of the intent to terminate at least 3 months prior to the end of the then current term. The initial term and all extensions shall be collectively referred to herein as the "Term".

4. **RENTAL.**

a. Rental payments shall begin on the Commencement Date and be due at a total annual rental of \$14,400, to be paid in equal monthly installments on the first day of the month in advance to the TOWN at the address set forth on the first page of this Agreement or to such other person, firm, or place as the TOWN may, from time to time, designate in writing at least 30 days in advance of any rental payment date by notice given in accordance with Section 19. TOWN and LESSEE acknowledge and agree that the initial rental payment may not be delivered by LESSEE for up to 60 days after the Commencement Date. Upon agreement of the Parties, LESSEE may pay rent by electronic funds transfer, and in such event, the TOWN agrees to provide to LESSEE bank routing information for such purpose upon request of LESSEE.

b. The annual rent for each 5-year extension term, including any additional extensions, shall be increased by 10% over the annual rent due during the immediately preceding 5-year term.

c. For any Party to whom rental payments are to be made, the TOWN or any successor in interest of the TOWN hereby agrees to provide to LESSEE (i) a completed, current version of Internal Revenue Service Form W-9, or equivalent; (ii) complete and fully executed state and local withholding forms if required; and (iii) other documentation to verify the TOWN's or such other party's right to receive rental as is reasonably requested by LESSEE. Rental shall accrue in accordance with this Agreement.

5. ACCESS. LESSEE shall have the non-exclusive right of ingress and egress from a public right-of-way, 7 days a week, 24 hours a day, over the Property to and from the Premises for the purpose of installation, operation and maintenance of LESSEE's communications equipment over or along a 12-foot wide right-of-way (the "Access License"), as depicted on Exhibit "B".

6. UTILITIES. LESSEE will also have the non-exclusive right to install, operate and maintain wires, cables, conduits and pipes for all necessary electrical, telephone, fiber and other similar support services over or along a 10-foot wide right-of-way and a 12-foot wide right-of-way (, collectively, the "Utility License"), as depicted on Exhibit "B". Notwithstanding anything to the contrary, the Premises shall include such additional space sufficient for LESSEE's radio frequency signage and/or barricades as are necessary to ensure LESSEE's compliance with Laws (as defined in Section 23).

7. CONDITION OF PROPERTY. LESSEE accepts the Premises in its "as is" condition.

8. IMPROVEMENTS. The communications equipment, including without limitation the tower structure, antennas, conduits, fencing and other screening, and other improvements shall be at LESSEE's expense and installation shall be at the discretion and option of LESSEE. LESSEE shall have the right to replace, repair, add or otherwise modify its communications equipment, tower structure, antennas, conduits, fencing and other screening, or other improvements or any portion thereof and the frequencies over which the communications equipment operates, whether or not any of the communications equipment, antennas, conduits or other improvements are listed on any exhibit.

9. GOVERNMENT APPROVALS. LESSEE's Use is contingent upon LESSEE obtaining all of the certificates, permits and other approvals (collectively, the "Government Approvals") that may be required by any Federal, State or Local authorities (collectively, the "Government Entities") as well as a satisfactory soil boring test, environmental studies, or any other due diligence LESSEE chooses. Any invasive testing shall be subject to the TOWN'S prior written approval, not to be unreasonably withheld. The TOWN shall cooperate with LESSEE in its effort to obtain such approvals and shall take no action which would adversely affect the status of the Property with respect to LESSEE's Use, as granted pursuant to this Agreement.

10. TERMINATION. LESSEE may, unless otherwise stated, immediately terminate this Agreement upon written notice to the TOWN in the event that (i) any applications for such Government Approvals should be finally rejected; (ii) any Government Approval issued to LESSEE is cancelled, expires, lapses or is otherwise withdrawn or terminated by any Government Entity; (iii) LESSEE determines that such Government Approvals may not be obtained in a timely manner; (iv) LESSEE determines any structural analysis is unsatisfactory; (v) LESSEE, in its sole discretion, determines the Use of the Premises is obsolete or unnecessary; (vi) with 3 months prior notice to the TOWN, upon the annual anniversary of the Commencement Date; or (vii) at any time before the Commencement Date for any reason or no reason in LESSEE's sole discretion.

11. INDEMNIFICATION AND WAIVER.

a. *Indemnification.* LESSEE agrees to indemnify and hold harmless the TOWN and its officers, insurers, volunteers, representative, agents, employees, heirs and assigns from and against all claims, liability, damages, losses, expenses and demands, including attorney fees, on account of injury, loss, or damage, including without limitation claims arising from bodily injury, personal injury, property loss or damage, or any other loss of any kind whatsoever, which arise out of or are in any manner connected with this Agreement if such injury, loss, or damage is caused in whole or in part by, the act, omission, error, professional error, mistake, negligence, or other fault of LESSEE, any subcontractor of LESSEE, or any officer, employee, representative, or agent of LESSEE, or which arise out of a worker's compensation claim of any employee of LESSEE or of any employee of any subcontractor of LESSEE. Notwithstanding the foregoing, LESSEE shall not indemnify or hold harmless the TOWN or its officers, insurers, volunteers, representatives, agents, employees, heirs or assigns on account of injury, loss, or damage, including without limitation claims arising from bodily injury, personal injury, property loss or damage, or any other loss of any kind whatsoever, which arise out of the negligence or willful misconduct of the TOWN or its officers, insurers, volunteers, representative, agents, employees, heirs or assigns.

b. *Waiver.* In consideration for the rights granted under this Agreement, LESSEE waives all claims, demands, causes of action, and rights it may assert against the TOWN and its officials, personnel, agents, and representatives, because of any loss, damage, or injury to any of its equipment, or any loss or degradation of service resulting from the installation, operation, maintenance or malfunction of its equipment regardless of cause, except with respect to claims, demands, causes of action and rights caused by the negligence or willful misconduct the TOWN or its officials, personnel, agents or representatives.

12. INSURANCE.

a. *Coverages.* LESSEE shall procure and maintain the insurance coverages listed below, and shall cause each of its contractors and subcontractors to procure and maintain, substantially the same insurance as required of LESSEE.

i. Workers' Compensation insurance as required by law.

ii. Commercial General Liability insurance with combined of \$4,000,000 per occurrence for bodily injury and property damage and \$5,000,000 general aggregate, including premises and operations, personal and advertising injury, blanket contractual liability, and products, and completed operations. The policy shall contain a severability of interests provision, and shall include the TOWN and the TOWN's officers and employees as additional insureds as their interests may appear under this Agreement. No additional insured endorsement shall contain any exclusion for bodily injury or property damage arising from completed operations.

b. *Form.* Such insurance shall be in addition to any other insurance requirements imposed by law. Upon receipt of notice from its insurer(s), LESSEE shall provide the TOWN with 30 days' prior written notice of cancellation of any required coverage, and shall procure replacement coverage so that the insurance does not lapse. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage. Any insurance carried by the TOWN, its officers, its employees or its contractors shall be excess and not contributory insurance to that provided by LESSEE. LESSEE shall be solely responsible for any deductible losses under any policy.

c. *Certificate.* LESSEE shall provide to the TOWN a certificate of insurance as evidence that the required policies are in full force and effect. The certificate shall identify this Agreement.

d. *Increase.* The TOWN, upon prior notice to review and acceptance by LESSEE, may reasonably increase the insurance required hereunder if the TOWN's statutory governmental immunity limits increase above \$5,000,000.

13. INTERFERENCE.

a. LESSEE agrees that LESSEE will not cause interference that is measurable in accordance with industry standards, including without limitation applicable rules of the Federal Communications Commission (the "FCC") to the TOWN's equipment. The TOWN agrees that TOWN's equipment shall not cause interference with LESSEE's communications equipment and, in the event of interference, the TOWN shall take all reasonable steps necessary to correct such interference within 15 days.

b. Without limiting any other rights or remedies, if interference occurs and continues for a period in excess of 24 hours following notice to the interfering party via telephone to LESSEE'S Network Operations Center at (800) 621-2622 (the "NOC #").

c. Without limiting any other rights or remedies, if interference occurs and continues for a period in excess of 24 hours following notice to LESSEE, LESSEE shall reduce power or cease operations of the interfering equipment until the interference is cured. Notice by the TOWN to LESSEE hereunder shall be provided to the NOC #.

14. REMOVAL.

a. Upon expiration or within 90 days of earlier termination, LESSEE shall remove LESSEE's Communications Equipment (except footings) and restore the Premises to its original condition, reasonable wear and tear and casualty damage excepted. The TOWN agrees and acknowledges that the communications equipment shall remain the personal property of LESSEE and LESSEE shall have the right to remove the same at any time during the Term, whether or not said items are considered fixtures and attachments to real property under applicable laws. If such time for removal causes LESSEE to remain on the Premises after termination of the Agreement, LESSEE shall pay rent in accordance with Section 15.

b. The TOWN may require LESSEE to relocate, remove, modify or disconnect its Communications Equipment in the event of an emergency or where the public health or welfare requires such change. In such case, the TOWN shall use reasonable efforts to afford LESSEE a reasonably equivalent alternate location. If LESSEE fails to timely relocate its Communications Equipment as set forth in this Section, the TOWN shall be entitled to remove or relocate the Communication Equipment at LESSEE's sole cost and expense, without further notice to LESSEE. LESSEE shall pay to the TOWN the actual costs and expenses incurred by the TOWN in performing any removal work and any storage of LESSEE's property within 45 days of the date of a written demand for such payment from the TOWN.

15. HOLDOVER. If LESSEE holds over after the expiration or earlier termination of the Term, then this Agreement shall continue on a month-to-month basis at the then existing monthly rental rate or the existing monthly pro rata basis if based upon a longer payment term, until the removal of the communications equipment is completed.

16. RIGHTS UPON SALE. Should the TOWN at any time during the Term, decide (i) to sell or otherwise transfer all or any part of the Property; or (ii) to grant to a third party by easement or other legal instrument an interest in and to any portion of the Premises, such sale, transfer, or grant of an easement or interest therein shall be under and subject to this Agreement and any such purchaser or transferee shall recognize LESSEE's rights hereunder. In the event that the TOWN completes any such sale, transfer, or grant described in this Section without executing an assignment of the Agreement whereby the third party agrees in writing to assume all obligations of the TOWN under this Agreement, then the TOWN shall not be released from its obligations to LESSEE under this Agreement, and LESSEE shall have the right to look to the TOWN and the third party for the full performance of the Agreement.

17. THE TOWN'S TITLE. The TOWN covenants that LESSEE, on paying the rent and performing the covenants herein, shall peaceably and quietly have, hold and enjoy the Premises. The TOWN represents and warrants to LESSEE as of the Effective Date and covenants during the Term that the TOWN has full authority to enter into and execute this Agreement and that there are no liens, judgments, covenants, easements, restrictions or other impediments of title that will adversely affect LESSEE's Use.

18. ASSIGNMENT.

a. *Consent Required.* LESSEE shall not assign or otherwise transfer all or any part of LESSEE'S interest, rights, and duties in this Agreement or sublet any portion of the Premises, without the TOWN'S prior written consent, which shall not be unreasonably withheld. Any assignment or transfer that is not in compliance with this Section shall be void.

b. *Permitted Assignments.* Notwithstanding the foregoing, LESSEE may, without the consent of the TOWN, assign or transfer this Agreement to an affiliate or any entity that acquires all or substantially all of LESSEE'S assets in the market defined by the FCC in which the TOWN is located, provided that such entity agrees to be bound by all of the terms and conditions of this Agreement. LESSEE shall provide the TOWN with notice of any such assignment within 30 days.

c. *Consideration.* In considering an assignment, the TOWN may consider the following in relation to the proposed assignee:

i. Whether it has ever been convicted or held liable for acts involving deceit, including any violation of any laws, or is currently under an indictment, investigation or complaint charging such acts;

ii. Whether a judgment has been entered against it by any court of competent jurisdiction in an action for fraud, deceit, or misrepresentation;

iii. Whether there is pending any material legal claim, lawsuit, or administrative proceeding arising out of or involving a network or equipment similar to that contemplated by this Agreement, except claims, suits or proceedings relating to insurance claims, theft of service, or employment matters;

iv. Whether it is financially solvent, based on financial statements that are audited or reviewed by a certified public accountant who may also be an officer of the parent corporation; and

v. Whether it has the financial and technical capability to maintain and operate LESSEE'S equipment for the remainder of the Term.

d. *Change of Control; Security Interests; Capacity.* The following shall not constitute a transfer or assignment pursuant to this Section, and shall not require consent: (i) a change of stock ownership, partnership interest or control of LESSEE or transfer upon partnership or corporate dissolution of LESSEE; (ii) a mortgage or grant of security interest to any mortgagees or holders of security interest, including their successors or assigns; provided such holders of interests are subject to all of the terms of this Agreement; or (iii) the provision of capacity, bandwidth or grant of use in the Equipment, or any portion thereof, to another person; provided that LESSEE shall at all times retain control over all of the Equipment and remain fully responsible for compliance with the terms of this Agreement. The TOWN hereby acknowledges the ability to lease capacity under legal compulsion under applicable Laws.

19. NOTICES. Except for notices permitted via telephone in accordance with Section 13, all notices hereunder must be in writing and shall be deemed validly given if sent by certified mail, return-receipt requested or by commercial courier, provided the courier's regular business is delivery service and provided further that it guarantees delivery to the addressee by the end of the next business day following the courier's receipt from the sender, addressed as follows (or any other address that the Party to be notified may have designated to the sender by like notice):

THE TOWN: Town of Superior
124 East Coal Creek Drive
Superior, Colorado 80027
Attention: Town Manager

LESSEE: Cellco Partnership
d/b/a Verizon Wireless
180 Washington Valley Road
Bedminster, New Jersey 07921
Attention: Network Real Estate

Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing.

20. DEFAULT.

a. *By LESSEE.* The TOWN shall provide LESSEE with a detailed written notice of any violation of this Agreement, and a 30-day period within which LESSEE may: demonstrate that a violation does not exist; cure the alleged violation; or if the nature of the alleged violation prevents correction thereof within 30 days, to initiate a reasonable corrective action plan to correct such violation, subject to the TOWN's written approval, which will not be unreasonably withheld. If LESSEE fails to disprove or correct the violation within 30 days or the timeframe set forth in the approved action plan, then the TOWN may declare in writing that LESSEE is in default.

b. *By the TOWN.* LESSEE shall provide the TOWN with a detailed written notice of any violation of this Agreement, and a 30-day period within which the TOWN may: demonstrate that a violation does not exist; cure the alleged violation; or if the nature of the alleged violation prevents correction thereof within 30 days, to initiate a reasonable corrective action plan to correct such violation, subject to LESSEE'S written approval, which will not be unreasonably withheld. If the TOWN fails to disprove or correct the violation within 30 days or the timeframe set forth in the corrective action plan, then LESSEE may declare in writing that the TOWN is in default.

c. *Termination.* In the event of a default, without limiting the non-defaulting Party in the exercise of any right or remedy which the non-defaulting Party may have by reason of such default, the non-defaulting Party may terminate this Agreement. The non-defaulting Party shall have all remedies available at law and in equity, provided that specific performance shall never be an available remedy against the TOWN.

d. *Bankruptcy*. The Parties expressly agree and acknowledge that it is their intent that in the event LESSEE becomes a debtor in any voluntary or involuntary bankruptcy proceeding under the United States Bankruptcy Code, 11 U.S.C. § 101, *et seq.* (the "Bankruptcy Code"), for the purposes of proceeding under the Bankruptcy Code, this Agreement shall be treated as an unexpired lease of nonresidential real property under 11 U.S.C. § 365, as amended, and accordingly shall be subject to the provisions of 11 U.S.C. § 365(d)(3) and (d)(4). Any person or entity to which LESSEE'S rights, duties and obligations under this Agreement are assigned pursuant to the provisions of the Bankruptcy Code shall be deemed without further act to have assumed all of the obligations of LESSEE under this Agreement both before and after the date of such assignment. Any such assignee shall upon demand execute and deliver to the TOWN an instrument confirming such assumption. Any monies or other considerations payable or otherwise to be delivered in connection with such assignment shall be paid to the TOWN, shall be the exclusive property of the TOWN, and shall not constitute property of LESSEE or of the estate of LESSEE within the meaning of the Bankruptcy Code. Any monies or other considerations constituting the TOWN'S property under the preceding sentence not paid or delivered to the TOWN shall be held in trust for the benefit of the TOWN and be promptly paid to the TOWN.

21. ENVIRONMENTAL. LESSEE shall conduct its business in compliance with all applicable laws governing the protection of the environment or employee health and safety (the "EH&S Laws"). LESSEE shall indemnify and hold harmless the TOWN from claims to the extent resulting from LESSEE's violation of any applicable EH&S Laws or to the extent that LESSEE causes a release of any regulated substance to the environment. The Parties recognize that LESSEE is only leasing a small portion of the Property and that LESSEE shall not be responsible for any environmental condition or issue except to the extent resulting from LESSEE's specific activities and responsibilities. In the event that LESSEE encounters any hazardous substances that do not result from its activities, LESSEE may relocate its facilities to avoid such hazardous substances to a mutually agreeable location or, if LESSEE desires to remove at its own cost all or some the hazardous substances or materials (such as soil) containing those hazardous substances, the TOWN agrees to cooperate with LESSEE concerning any such approvals require for such removal.

22. CASUALTY. If a fire or other casualty not otherwise caused by LESSEE's actions damages the Property or the Premises and impairs LESSEE's Use, rent shall abate until LESSEE's Use is restored. If LESSEE's Use is not restored within 45 days, LESSEE or the TOWN may terminate this Agreement upon written notice.

23. APPLICABLE LAWS. LESSEE shall, in respect to the condition of the Premises and use of its communication equipment, and at LESSEE's sole cost and expense, comply with (i) all Laws relating solely to LESSEE's specific and unique nature of use of the Premises; and (ii) all building codes requiring modifications to the Premises due to the improvements being made by LESSEE in the Premises.

24. TAXES. The TOWN shall invoice, and LESSEE shall pay any applicable transaction taxes (including sales, use, gross receipts, or excise tax) imposed on LESSEE or on the communication equipment used by LESSEE pursuant to this Agreement, and required to be

collected by the TOWN based on any service, rental space, or equipment provided by the TOWN to LESSEE. LESSEE shall pay all personal property taxes, fees, assessments, or other taxes and charges imposed by any Government Entity that are imposed on the LESSEE and required to be paid by the LESSEE that are directly attributable to the LESSEE's equipment or LESSEE's use and occupancy of the Premises. Payment shall be made by LESSEE within 60 days after presentation of a receipted bill and/or assessment notice which is the basis for such taxes or charges. The TOWN shall pay all *ad valorem*, personal property, real estate, sales and use taxes, fees, assessments or other taxes or charges that are attributable to the TOWN's Property or any portion thereof imposed by any Government Entity.

25. MISCELLANEOUS.

- a. *Governing Law and Venue.* This Agreement shall be governed by the laws of the State of Colorado, and any legal action concerning the provisions hereof shall be brought in Boulder County, Colorado or the applicable federal district court.
- b. *No Waiver.* Delays in enforcement or the waiver of any one or more defaults or breaches of this Agreement by the TOWN shall not constitute a waiver of any of the other terms or obligation of this Agreement.
- c. *Integration.* This Agreement constitutes the entire agreement between the Parties, superseding all prior oral or written communications.
- d. *Third Parties.* There are no intended third-party beneficiaries to this Agreement.
- e. *Notice.* Any notice under this Agreement shall be in writing, and shall be deemed sufficient when directly presented or sent prepaid, first-class United States Mail to the Party at the address set forth on the first page of this Agreement.
- f. *Severability.* If any provision of this Agreement is found by a court of competent jurisdiction to be unlawful or unenforceable for any reason, the remaining provisions hereof shall remain in full force and effect.
- g. *Modification.* This Agreement may only be modified upon written agreement of the Parties.
- h. *Governmental Immunity.* The TOWN and its officers, attorneys and employees, are relying on, and do not waive or intend to waive by any provision of this Agreement, the monetary limitations or any other rights, immunities or protections provided by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*, as amended, or otherwise available to the TOWN and its officers, attorneys or employees.
- i. *Rights and Remedies.* The rights and remedies of the TOWN under this Agreement are in addition to any other rights and remedies provided by law. The expiration of this Agreement shall in no way limit the TOWN's legal or equitable remedies, or the period in which such remedies may be asserted, for work negligently or defectively performed.

j. *Subject to Annual Appropriation.* Consistent with Article X, § 20 of the Colorado Constitution, any financial obligation of the TOWN not performed during the current fiscal year is subject to annual appropriation shall extend only to monies currently appropriated, and shall not constitute a mandatory charge, requirement, debt or liability beyond the current fiscal year.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

TOWN OF SUPERIOR, COLORADO

Clint Folsom

Clint Folsom, Mayor

ATTN: *Phyllis L. Hardin*
Phyllis L. Hardin
Phyllis L. Hardin, Town Clerk



Cellco Partnership d/b/a VERIZON WIRELESS

By: *Steve LeVar*
Name: **Steve LeVar**
Its: **Director Network Field Engineering**

STATE OF Utah)
) ss.
COUNTY OF Salt Lake)

The foregoing instrument was subscribed, sworn to and acknowledged before me this 2 day of March, 2020, by Steve LeVar as A of Cellco Partnership d/b/a/ Verizon Wireless.

Director Network Field Engineering

My commission expires: 9/17/22

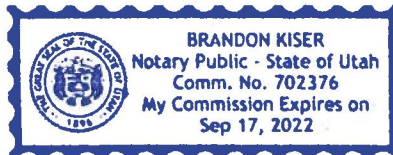
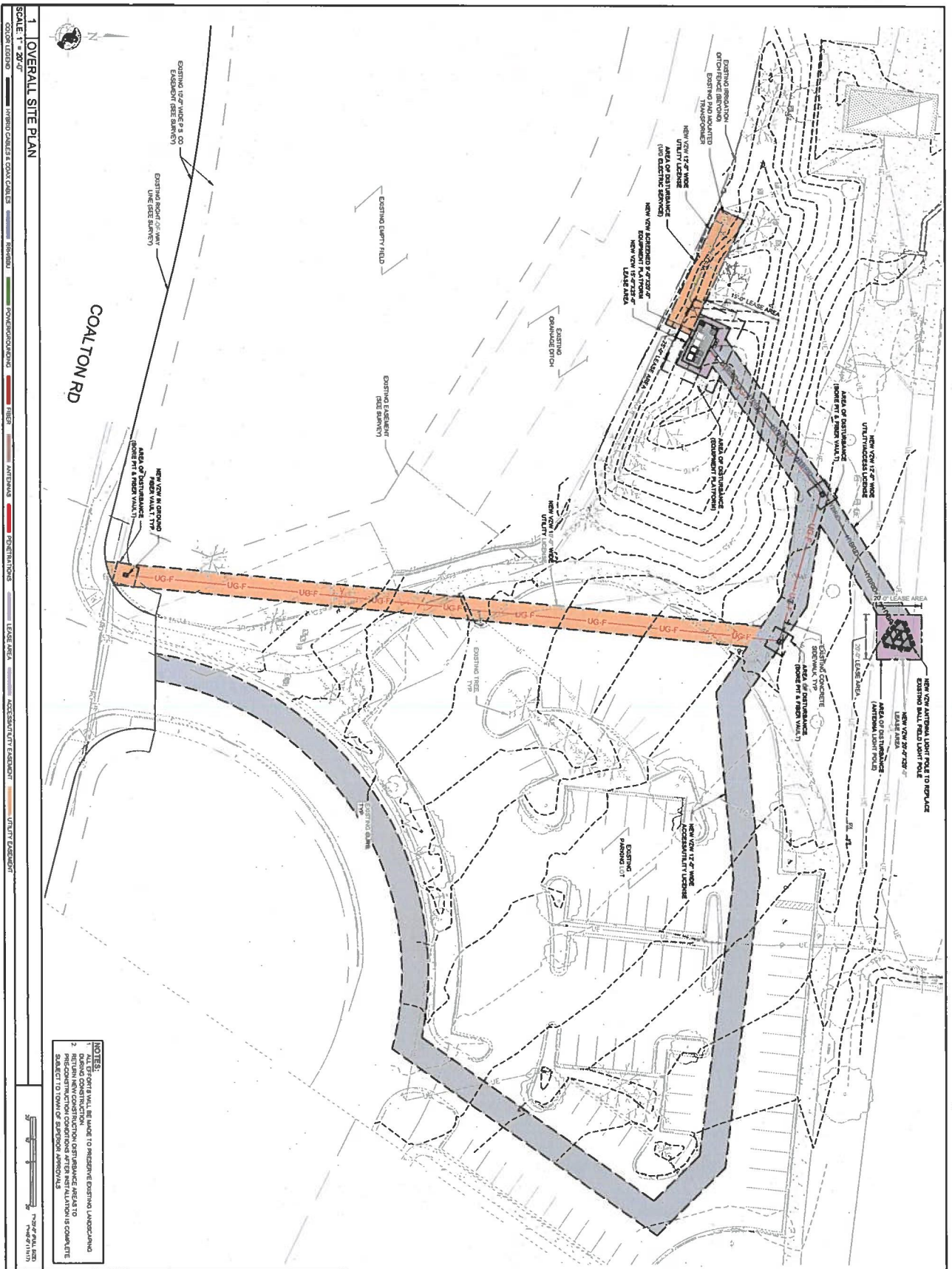


EXHIBIT "A"

DESCRIPTION OF PROPERTY

Tract A, Rock Creek Ranch Filing No. 20A

EXHIBIT "B"
SITE PLAN OF THE PREMISES



1 OVERALL SITE PLAN
 SCALE 1" = 200'
 CONTOURING HYDRO-CREEK EXIST. COULES BROWNS POWER/POLE/POLE FIBER ANTENNAS POSTERIZATIONS LEASE AREA ACCESS/UTILITY EASEMENT UTILITY EASEMENT

NOTES:
 1. ALL UTILITIES WILL BE MAINTAINED TO PREVENT EXISTING LANDSCAPING DURING CONSTRUCTION.
 2. RETURN NEW CONSTRUCTION OR DISTURBED AREAS TO ORIGINAL CONDITION OR BETTER.
 3. SUBJECT TO TOWN OF SUPERIOR APPROVALS.

DATE: 11/11/10
 DRAWN BY: J. H. HARRIS
 CHECKED BY: J. H. HARRIS
 SCALE: 1" = 200'

ISSUED FOR:
 DATE: 11/11/10
 DRAWN BY: J. H. HARRIS
 CHECKED BY: J. H. HARRIS
 SCALE: 1" = 200'

SHEET NUMBER:
 OVERALL SITE PLAN
 LE1

APPLICANT:
Verizon
 VERIZON WIRELESS SERVICES
 3131 S VAUGHAN WAY, SUITE 550
 AURORA, CO 80014

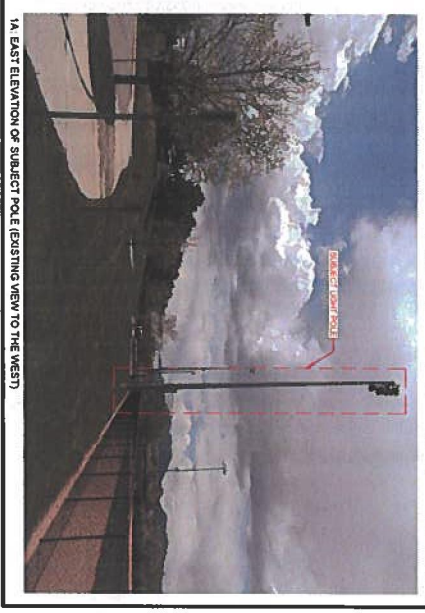
SITE NAME:
DEN COALTON

SITE ADDRESS:
 1601 COALTON RD
 SUPERIOR, CO 80027
 BOULDER COUNTY

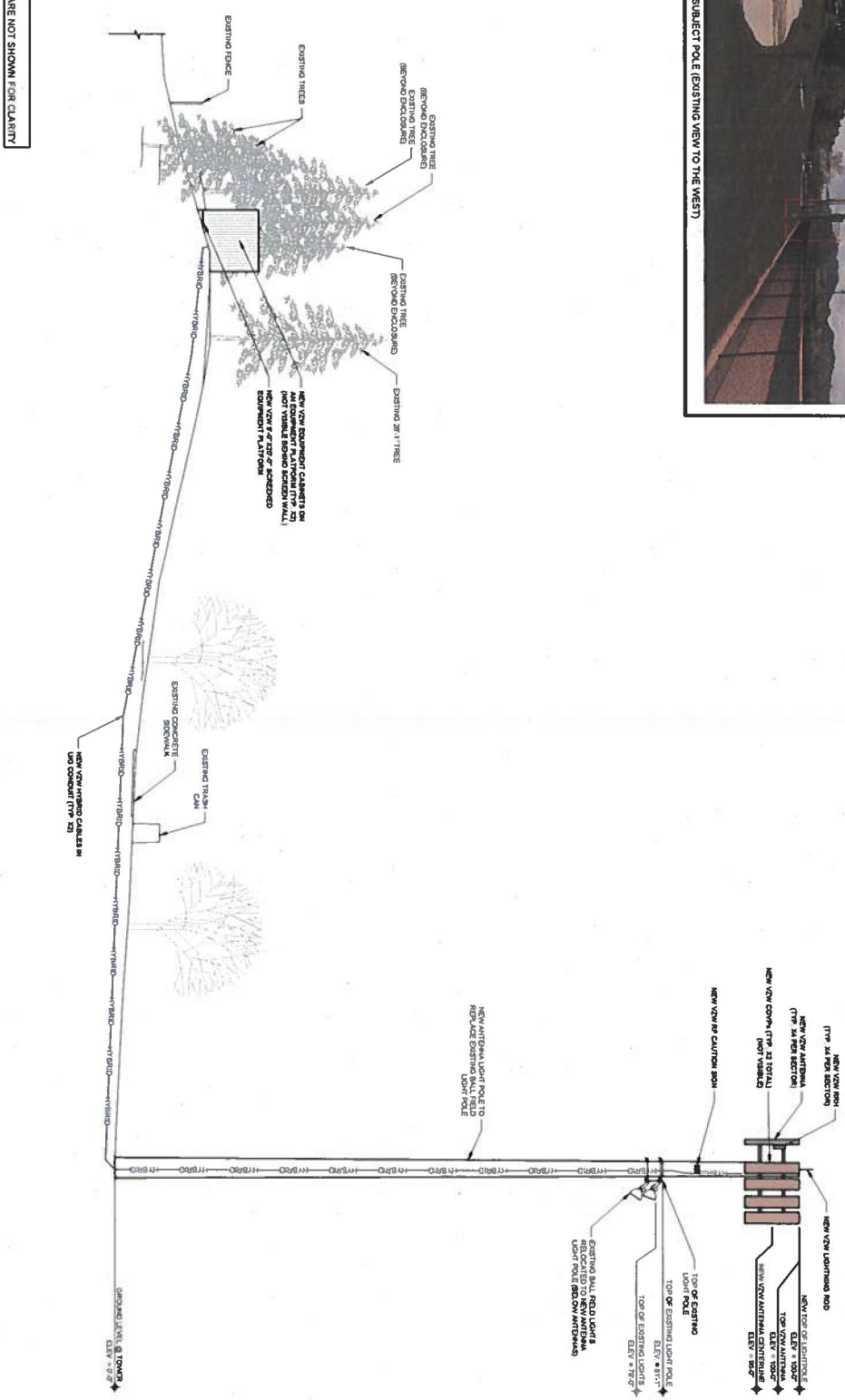
OWNER:
 TOWN OF SUPERIOR
 124 E COAL CREEK DR
 SUPERIOR, CO 80027

PLANS PREPARED BY:
RIS
 REGENT LAND SERVICES
 9170 N. WATSON AVE, STE 100
 SCOTSDALE, AZ 85258

FINAL PLAT SITE PLAN 36
 ROCK CREEK RANCH FILING NO. 200
 VERIZON WIRELESS SITE AT COMMUNITY PARK
 PORTION OF TRACT A ROCK CREEK RANCH
 FILING 20A



1A EAST ELEVATION OF SUBJECT POLE (EXISTING VIEW TO THE WEST)



NOTE:
ALL EXISTING TREES ARE NOT SHOWN FOR CLARITY

1 SOUTHEAST ELEVATION

SCALE: 1/8" = 1'-0"

CONDUIT: HIRSHO CABLES & COAL CABLES

ROW: ROW

DISCLOSURE: DISCLOSURE

TRAILER: TRAILER

ANTENNA: ANTENNA

POST: POST

FOUNDATION: FOUNDATION

SCREEN WALL: SCREEN WALL

PLATFORM: PLATFORM

CONCRETE: CONCRETE

FOUNDATION: FOUNDATION

TRAILER: TRAILER

CAN: CAN

CONDUIT: CONDUIT

CABLES: CABLES

DISCLOSURE: DISCLOSURE

LINE: LINE

TOWER: TOWER

ELEVATION: ELEVATION

PLANS PREPARED BY:

RECENT LAND SERVICES
870 N. WATSON AVE. STE. 100
COTTONWOOD, AZ 85501

FINAL PLAT SITE PLAN 36
ROCK CREEK RANCH FILING NO. 200
VERIZON WIRELESS SITE AT COMMUNITY PARK
PORTION OF TRACT A ROCK CREEK RANCH
FILING 20A

OWNER:
TOWN OF SUPERIOR
124 E COAL CREEK DR
SUPERIOR, CO 80027

APPLICANT:
Verizon
VERIZON WIRELESS SERVICES
3131 S. VAUGHN WAY, SUITE 550
AURORA, CO 80014

SITE NAME:
DEN COALTON

SITE ADDRESS:
1601 COALTON RD
SUPERIOR, CO 80027
BOULDER COUNTY

REV.	DATE	DESCRIPTION	BY
1	01/15/11	ISSUED FOR:	LE2
2	02/15/11	REVISION:	LE2
3	03/15/11	REVISION:	LE2
4	04/15/11	REVISION:	LE2
5	05/15/11	REVISION:	LE2
6	06/15/11	REVISION:	LE2
7	07/15/11	REVISION:	LE2
8	08/15/11	REVISION:	LE2
9	09/15/11	REVISION:	LE2
10	10/15/11	REVISION:	LE2

SHEET TITLE:
**NEW SOUTHEAST
ELEVATION**

SHEET NUMBER:
LE2

