

**TOWN OF SUPERIOR
RESOLUTION NO. R-70
SERIES 2022**

**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. 37, CASE # FPSP-2022-01 AND
ASSOCIATED LAND LEASE AGREEMENT**

WHEREAS, AT&T ("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 Williams 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 September 6, 2022, 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 September 26, 2022, 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. Before final documents are signed and recorded, Applicant shall make minor technical and redline corrections to plans as identified by Town Staff;

B. Applicant shall execute the Land Lease Agreement between the Town and AT&T, approved herein; and

C. Applicant shall submit a construction schedule to the Parks, Recreation, and Open Space Department for review and approval within 45 days of the Effective Date of the Land Lease Agreement.

Section 3. The Land Lease Agreement between the Town and AT&T 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 10th day of October, 2022.



Mark Lacis, Mayor Pro-Tem

ATTEST:



Lydia Yecke, Acting Town Clerk

Market:
Cell Site Number: COL00156
Cell Site Name: Coalton Rd. & Rock Creek Pkwy. (CO)
Search Ring Name:
Fixed Asset Number: 14638388

STRUCTURE LEASE AGREEMENT

This Structure Lease Agreement (the "Agreement") made this 10th day of OCTOBER, 2022, by and between the **Town of Superior**, a Colorado municipal corporation with an address of 124 East Coal Creek Drive, Superior, CO 80027 (the "TOWN"), and **New Cingular Wireless PCS, LLC**, with its principal offices at 1025 Lenox Park NE 3rd Floor, Atlanta, GA 30319 ("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 leases to LESSEE the Premises (as hereinafter defined) located on real property owned by the TOWN and located at 1615 Coalton Road, Superior, CO 80027 (the "Property") as more particularly described on Exhibit "A", attached hereto and made a part hereof. The "Premises" is a portion of the Property and consists of: (a) approximately 2,500 square feet of ground space; and (b) a monopole structure (the "Monopole"); and is further described on Exhibit B, attached hereto and made a part hereof. During the term of this Lease, and upon coordination with the TOWN, Lessee and its agents, engineers, surveyors, and other representatives will have the right to enter upon the Premises to inspect, examine, conduct soil boring, drainage testing, material sampling, radio frequency testing and other geological or engineering tests or studies of the Premises.

2. PERMITTED USE. LESSEE may use the Premises for the transmission and reception of communication signals and the installation, construction, maintenance, operation, repair, replacement and upgrade of communications fixtures and related equipment, cables, accessories and improvements, which may include a suitable support structure, associated antennas, equipment shelters or cabinets and fencing and any other items necessary to the successful and secure use of the Premises. LESSEE also has the right to test, survey and review title to the Property; LESSEE further has the right, but not the obligation to add, modify or replace equipment in order to be in compliance with any current or future federal, state, or local mandated application, including without limitation emergency 911 communication services.

3. 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 Effective Date.

4. 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 90 days prior to the end of the then-current term. The initial term and all extensions shall be collectively referred to herein as the "Term".

5. RENTAL.

a. Rental payments shall begin on the first day of the month following the date that LESSEE commences construction ("Commencement Date"). On or before the 5th day of

each month, Lessee shall pay the TOWN \$1,200.00 to the address set forth above. In any partial month occurring after the Commencement Date, rent shall be prorated. 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. Upon the commencement of each extension term, the monthly rent shall be increased by 15% over the rent due during the immediately preceding 5-year term.

d. The TOWN agrees to provide LESSEE with a completed IRS Form W-9, or its equivalent, upon execution of this Agreement and at such other times as may be reasonably requested by LESSEE, including any change in the TOWN's name or address.

6. 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 described and/or depicted on Exhibit "B".

7. 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 right-of-way, as needed, (the "Utility License"), as described and/or depicted on Exhibit "B". If there is a utility interruption for an extended period of time, in LESSEE's reasonable determination, the TOWN agrees to allow LESSEE the right to bring in a temporary source of power for the duration of the interruption. 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).

8. CONDITION OF PROPERTY. LESSEE accepts the Premises in its "as is" condition. LESSEE will keep and maintain the Premises and Monopole in good condition, reasonable wear and tear excepted. The TOWN will maintain and repair the Property and access thereto, and all areas of the Premises where LESSEE does not have exclusive control, in good and tenantable condition, subject to reasonable wear and tear. The TOWN will be responsible for maintenance of landscaping on the Property, other than maintenance caused by Lessee's damage to the Property.

9. IMPROVEMENTS. The communications equipment, including without limitation the Monopole, equipment shelters, 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, as long as such equipment complies with all applicable law, including without limitation the Superior Municipal Code. LESSEE shall have the right to replace, repair, add or otherwise modify its communications equipment as long as such modification complies with all applicable law, including without limitation the Superior Municipal Code.

10. GOVERNMENT APPROVALS. LESSEE's use of the Premises is contingent upon LESSEE obtaining all of the certificates, permits and other approvals (collectively, the

"Government Approvals") required by any Federal, State, or Local authorities (collectively, the "Government Entities") as well as a satisfactory soil boring tests, environmental studies, or any other due diligence LESSEE chooses. Any testing shall be subject to the TOWN'S prior written approval.

11. 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;; or (vi) at any time before the Commencement Date for any reason or no reason in LESSEE's sole discretion.

12. 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 third-party 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, to the extent such 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 of the TOWN or its officials, personnel, agents or representatives.

13. 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 per ISO form CG 00 01 or equivalent 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, contractual liability, products, and completed operations. The policy shall contain a separation of insureds provision, and shall include the TOWN and the TOWN's officers and employees as additional insureds by endorsement 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 for a total period of 2 years beginning from the time the work is completed. 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 effect. The certificate shall identify this Agreement.

d. *Increase.* The TOWN, upon 60 days' advance written 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.

14. INTERFERENCE.

a. LESSEE shall not cause interference to the TOWN's equipment that is measurable in accordance with industry standards, including without limitation applicable rules of the Federal Communications Commission (the "FCC").

b. 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 via telephone to LESSEE'S Network Operations Center at _800-638-2822 (the "NOC #"). All power reductions or shutdowns require 72-hour advance notice.

c. For the purposes of this Agreement, "interference" shall include without limitation any use on the Property that causes electronic or physical obstruction with, or degradation of, the communications signals from the TOWN's equipment.

15. REMOVAL.

a. Upon expiration or within 90 days of termination of the Term, LESSEE shall remove LESSEE's communications equipment (except the Monopole which shall become the property of TOWN upon the expiration or within 90 days of termination of the Term in its as-is condition without any representation, warranties or guaranties whatsoever) and restore the Premises to its original condition, reasonable wear and tear excepted. The TOWN may request that LESSEE provide the TOWN a bill of sale to show the transfer of ownership of the Monopole to the TOWN in its as-is condition and without any representations, warranties or guaranties whatsoever. 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 16. 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.

b. The TOWN may require LESSEE to relocate, remove, modify, or disconnect its communications equipment in the event of an "emergency"; provided, however, that: (i) such action will be performed exclusively by LESSEE or its agents; (ii) such action will not unreasonably result in any interruption of the communications service of LESSEE on the Property; and (iii) such action will not impair, or in any manner alter, the quality of communications service provided by LESSEE on and from the Property. The term "emergency" means imminent danger of bodily injury or property damage. The TOWN will exercise its relocation right by delivering written notice, pursuant to the terms of this Agreement, to LESSEE. If LESSEE fails to timely take such action regarding 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, upon an additional 30 day written notice to LESSEE and LESSEE's continued failure to remove or relocate its communication equipment. 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.

c. During any period of time in which LESSEE's operations from the Property are materially interrupted or substantially diminished, the TOWN will use reasonable efforts to permit LESSEE to install temporary facilities (e.g., cell site on wheels) at a mutually agreeable location on the Property (space permitting).

16. 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.

17. QUIET ENJOYMENT. 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/SUBLEASE.

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. 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, sell or transfer this Agreement to (i) an Affiliate (defined below); or (ii) 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. LESSEE shall provide the TOWN with notice of any such assignment within 30 days. Upon notification to the TOWN of such assignment, sale or transfer, LESSEE will be relieved of all future performance, liabilities and obligations under this Agreement. "Affiliate" means with respect to a Party to this Agreement, any person or entity that (directly or indirectly) controls, is controlled by, or under common control with, that Party. "Control" of a person or entity means the power (directly or indirectly) to direct the management or policies of that person or entity, whether through the ownership of voting securities, by contract, by agency or otherwise.

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 any pending 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; (or (ii) the provision of capacity, bandwidth or grant of use in the equipment, or any portion thereof, to another person; provided that LESSEE at all times retains control over all of the equipment and remains fully responsible for compliance with the terms of this Agreement. The TOWN hereby acknowledges the ability to lease capacity under legal compulsion under applicable law.

19. NOTICES. Except for notices permitted via telephone in accordance with Section 14, 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, CO 80027
Attention: Town Manager

LESSEE: New Cingular Wireless PCS, LLC
Attn: Tower Asset Group – Lease Administration
Re: Cell Site #: COL00156
Cell Site Name: COALTON RD and ROCK CREEK PKWY (CO)
Fixed Asset # 14638388
1025 Lenox Park Blvd NE, 3rd Floor
Atlanta, GA 30319

With a copy to: New Cingular Wireless PCS, LLC
Attn.: Legal Dept – Network Operations
Re: Cell Site #: COL00156;
Cell Site Name: COALTON RD and ROCK CREEK PKWY (CO)
Fixed Asset #: 14638388
208 S. Akard Street
Dallas, TX 75202-4206

Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing. Either Party may change the place for the giving of notice to it by 30 days' prior written notice to the other Party.

20. DEFAULT.

a. *By LESSEE.* The TOWN shall provide LESSEE with a detailed written notice of any violation of this Agreement, and a 45-day period within which LESSEE may cure the alleged violation. If LESSEE fails to correct the violation within such time , 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 45-day period within which the TOWN may cure the alleged violation. If TOWN fails to correct the violation within such time, then LESSEE may declare in writing that 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.* 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 in violation of any applicable EH&S Laws. Notwithstanding the foregoing, LESSEE shall not indemnify or hold harmless the TOWN from claims (i) to the extent resulting from TOWN's or any third party's violation of any applicable EH&S Laws, or (ii) to the extent that TOWN or any third party causes a release of any regulated substance to the environment in violation of any applicable EH&S Laws, or (iii) to the extent resulting from the negligence or willful misconduct of the TOWN or its officers, insurers, volunteers, representative, agents, employees, heirs or assigns. In the event that LESSEE encounters any hazardous substances that do not result from its activities, LESSEE will have the

right, in addition to any other rights it may have at law or in equity, to terminate this Agreement upon written notice to the TOWN.

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. The TOWN agrees to permit LESSEE to place temporary transmission and reception facilities on the Property, but only until such time as LESSEE is able to activate a replacement transmission facility at another location; notwithstanding the termination of this Agreement, such temporary facilities will be governed by all of the terms and conditions of this Agreement, including rent.

23. APPLICABLE LAW. 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 applicable federal, state and local laws, orders, rules and regulations; and (ii) all building codes requiring modifications to the Premises due to the improvements being made by LESSEE in the Premises.

24. TAXES. 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 notice which is the basis for such taxes or charges. For any tax amount for which LESSEE is responsible under this Agreement, LESSEE shall have the right to contest, in good faith, the validity or the amount thereof using such administrative, appellate or other proceedings as may be appropriate in the jurisdiction.

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.

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.

20 The foregoing instrument was subscribed, sworn to, and acknowledged before me this day of October, 2022, by Ashwani Goel as Engineering Director of AT&T Mobility Corporation, the manager of New Cingular Wireless PCS, LLC.

My commission expires: 7/31/24

(S E A L)

Glenda Kay Hudson
Notary Public

GLENDAY KAY HUDSON
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20204026442
MY COMMISSION EXPIRES JULY 31, 2024

EXHIBIT "A"

DESCRIPTION OF PROPERTY

PARCEL 2:
TRACT A, ROCK CREEK RANCH FILING NO. 20A, ACCORDING TO
THE OFFICIAL PLAT THEREOF, ON FILE AND RECORDED
DECEMBER 4, 1997 AS RECEPTION NO. 1753234 IN THE OFFICE
OF THE CLERK AND RECORDER OF BOULDER COUNTY, STATE OF
COLORADO.

EXHIBIT "B"

DESCRIPTION OF PREMISES

LEASE AREA LEGAL DESCRIPTION

A PORTION OF ROCK CREEK RANCH FILING NO. 20, ACCORDING TO THE OFFICIAL PLAT THEREOF, ON FILE AND RECORDED SEPTEMBER 17, 1996 AS RECEPTION NO. 1642994 IN THE OFFICE OF THE CLERK AND RECORDER OF BOULDER COUNTY, STATE OF COLORADO BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

ALL DISTANCES ARE BASED ON THE COLORADO STATE PLANE NORTH COORDINATE ZONE GRID. TO DERIVE GROUND DISTANCES DIVIDE BY 0.99971305

COMMENCING AT A FOUND 3.25" ALUMINUM CAP STAMPED "T1S R69W S30, S29, S31, S32 1997 PLS 12405" AT THE SOUTHEAST CORNER OF SECTION 30, TOWNSHIP 1 SOUTH, RANGE 69 WEST OF THE 6TH PRIME MERIDIAN, FROM WHICH POINT A FOUND 3.25" ALUMINUM CAP STAMPED "T1S R69W S30/S31 ¼ 1997 PLS 12405" AT THE SOUTH QUARTER CORNER OF SAID SECTION BEARS SOUTH 89° 40' 40" WEST, 2633.72 FEET; THENCE ALONG THE SOUTH LINE OF SAID SECTION, NORTH 89° 40' 40" WEST, 1131.52 FEET; THENCE DEPARTING SAID LINE, NORTH 00° 19' 20" WEST, 136.48 FEET; THENCE NORTH 11° 04' 29" EAST, 49.77 FEET; THENCE NORTH 47° 03' 56" EAST, 81.61 FEET; THENCE NORTH 83° 22' 34" EAST, 95.70 FEET; THENCE NORTH 34° 24' 54" EAST, 141.33 FEET; THENCE NORTH 02° 52' 59" EAST, 55.92 FEET; THENCE SOUTH 86° 50' 35" EAST, 54.12 FEET; THENCE NORTH 88° 04' 53" EAST, 33.49 FEET; THENCE NORTH 68° 01' 57" EAST, 25.14 FEET; THENCE NORTH 31° 04' 21" EAST, 24.36 FEET; THENCE NORTH 09° 35' 09" EAST, 25.90 FEET; THENCE NORTH 02° 52' 55" EAST, 17.23 FEET; THENCE NORTH 05° 55' 52" WEST, 19.86 FEET; THENCE NORTH 85°55'18" WEST, 10.86 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 04°36'09" WEST, 10.80 FEET; THENCE SOUTH 85°34'21" EAST, 9.22 FEET; THENCE SOUTH 04°34'31" WEST, 40.19 FEET; THENCE NORTH 85°22'57" WEST, 32.63 FEET; THENCE NORTH 04°44'01" EAST, 68.67 FEET; THENCE SOUTH 85°19'49" EAST, 23.24 FEET; THENCE SOUTH 04°36'09" WEST, 17.69 FEET TO THE POINT OF BEGINNING.

CONTAINING 1972 SQUARE FEET OR 0.05 ACRES MORE OR LESS.

ACCESS EASEMENT LEGAL DESCRIPTION

A PORTION OF ROCK CREEK RANCH FILING NO. 20, ACCORDING TO THE OFFICIAL PLAT THEREOF, ON FILE AND RECORDED SEPTEMBER 17, 1996 AS RECEPTION NO. 1642994 IN THE OFFICE OF THE CLERK AND RECORDER OF BOULDER COUNTY, STATE OF COLORADO BEING A 12.00 FOOT WIDE STRIP, LYING 6.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

ALL DISTANCES ARE BASED ON THE COLORADO STATE PLANE NORTH COORDINATE ZONE GRID. TO DERIVE GROUND DISTANCES DIVIDE BY 0.99971305

COMMENCING AT A FOUND 3.25" ALUMINUM CAP STAMPED "T1S R69W S30, S29, S31, S32 1997 PLS 12405" AT THE SOUTHEAST CORNER OF SECTION 30, TOWNSHIP 1 SOUTH, RANGE 69 WEST OF THE 6TH PRIME MERIDIAN, FROM WHICH POINT A FOUND 3.25" ALUMINUM CAP STAMPED "T1S R69W S30/S31 ¼ 1997 PLS 12405" AT THE SOUTH QUARTER CORNER OF SAID SECTION BEARS SOUTH 89° 40' 40" WEST, 2633.72 FEET; THENCE ALONG THE SOUTH LINE OF SAID SECTION, NORTH 89° 40' 40" WEST, 1131.52 FEET; THENCE DEPARTING SAID LINE, NORTH 00° 19' 20" WEST, 136.48 FEET TO THE POINT OF BEGINNING; THENCE NORTH 11° 04' 29" EAST, 49.77 FEET; THENCE NORTH 47° 03' 56" EAST, 81.61 FEET; THENCE NORTH 83° 22' 34" EAST, 95.70 FEET; THENCE NORTH 34° 24' 54" EAST, 141.33 FEET; THENCE NORTH 02° 52' 59" EAST, 55.92 FEET; THENCE SOUTH 86° 50' 35" EAST, 54.12 FEET; THENCE NORTH 88° 04' 53" EAST, 33.49 FEET; THENCE NORTH 68° 01' 57" EAST, 25.14 FEET; THENCE NORTH 31° 04' 21" EAST, 24.36 FEET; THENCE NORTH 09° 35' 09" EAST, 25.90 FEET; THENCE NORTH 02° 52' 55" EAST, 17.23 FEET; THENCE NORTH 05° 55' 52" WEST, 19.86 FEET; THENCE NORTH 85°55'18" WEST, 10.86 FEET TO THE POINT OF TERMINUS.

THE SIDE LINES OF SAID STRIP ARE TO INTERSECT AT ALL ANGLE POINTS TO PROVIDE THE SPECIFIED WIDTH THROUGHOUT.

UTILITY EASEMENT LEGAL DESCRIPTION

A PORTION OF ROCK CREEK RANCH FILING NO. 20, ACCORDING TO THE OFFICIAL PLAT THEREOF, ON FILE AND RECORDED SEPTEMBER 17, 1996 AS RECEPTION NO. 1642994 IN THE OFFICE OF THE CLERK AND RECORDER OF BOULDER COUNTY, STATE OF COLORADO BEING A 3.00 FOOT WIDE STRIP, LYING 1.50 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

ALL DISTANCES ARE BASED ON THE COLORADO STATE PLANE NORTH COORDINATE ZONE GRID. TO DERIVE GROUND DISTANCES DIVIDE BY 0.99971305

COMMENCING AT A FOUND 3.25" ALUMINUM CAP STAMPED "T1S R69W S30, S29, S31, S32 1997 PLS 12405" AT THE SOUTHEAST CORNER OF SECTION 30, TOWNSHIP 1 SOUTH, RANGE 69 WEST OF THE 6TH PRIME MERIDIAN, FROM WHICH POINT A FOUND 3.25" ALUMINUM CAP STAMPED "T1S R69W S30/S31 ¼ 1997 PLS 12405" AT THE SOUTH QUARTER CORNER OF SAID SECTION BEARS SOUTH 89° 40' 40" WEST, 2633.72 FEET; THENCE ALONG THE SOUTH LINE OF SAID SECTION, NORTH 89° 40' 40" WEST, 1131.52 FEET; THENCE DEPARTING SAID LINE, NORTH 00° 19' 20" WEST, 136.48 FEET; THENCE NORTH 11° 04' 29" EAST, 49.77 FEET; THENCE NORTH 47° 03' 56" EAST, 81.61 FEET; THENCE NORTH 83° 22' 34" EAST, 95.70 FEET; THENCE NORTH 34° 24' 54" EAST, 141.33 FEET; THENCE NORTH 02° 52' 59" EAST, 55.92 FEET; THENCE SOUTH 86° 50' 35" EAST, 54.12 FEET; THENCE NORTH 88° 04' 53" EAST, 33.49 FEET; THENCE NORTH 68° 01' 57" EAST, 25.14 FEET; THENCE NORTH 31° 04' 21" EAST, 24.36 FEET; THENCE NORTH 09° 35' 09" EAST, 25.90 FEET; THENCE NORTH 02° 52' 55" EAST, 17.23 FEET; THENCE NORTH 05° 55' 52" WEST, 19.86 FEET; THENCE NORTH 85°55'18" WEST, 10.86 FEET; THENCE SOUTH 04°36'09" WEST, 10.80 FEET; THENCE SOUTH 85°34'21" EAST, 9.22 FEET; THENCE SOUTH 04°34'31" WEST, 40.19 FEET; THENCE NORTH 85°22'57" WEST, 32.63 FEET; THENCE NORTH 04°44'01" EAST, 4.09 FEET TO THE POINT OF BEGINNING;

THENCE NORTH 83°07'33" WEST, 3.51 FEET; THENCE SOUTH 06°52'27" WEST, 35.37 FEET; THENCE NORTH 84°32'36" WEST, 335.07 FEET TO THE POINT OF TERMINUS..

THE SIDE LINES OF SAID STRIP ARE TO INTERSECT AT ALL ANGLE POINTS TO PROVIDE THE SPECIFIED WIDTH THROUGHOUT.