



Crown Castle
2000 Corporate Drive
Canonsburg, PA 15317

Via certified mail

March 26, 2021

City of Grand Junction
250 North 5th Street
Grand Junction, Colorado 81501
Attention: Greg Caton, City Manager

RE: Business Unit #825960 A

Dear Mr. Caton:

This letter is to provide formal notice of the termination of that certain Option and Ground Lease Agreement dated April 26, 2019 ("Lease"), by and between City of Grand Junction ("Lessor") and Crown Castle Towers 06-2 LLC, Delaware limited liability company ("Crown"). The Lease concerns approximately 1,500 square feet of real property (said leased portion, together with those certain access, utility and/or maintenance easements and/or rights of way granted in the Lease, being the "Property") located in the City of Grand Junction, County of Mesa, State of Colorado, and identified as Tax Parcel Number 2945-132-00-001.

Pursuant to Section 4(B) of the Lease, Crown does hereby terminate the Lease and Crown's option thereunder, effective immediately. The Lease shall be of no further force or validity, except for any matters that may expressly survive the termination of the Lease, and Crown hereby releases any interest or other rights it may have in and to the Property.

Thank you for your time and attention in this regard.

Sincerely,

Crown Castle Towers 06-2 LLC, a Delaware
limited liability company

By: Hersh Pise

Print Name: Hersh Pise

Title: Underwriting Manager

OPTION AND GROUND LEASE AGREEMENT
STATE OF COLORADO

THIS OPTION AND GROUND LEASE AGREEMENT (the "Agreement") is made as of the date of the final signature below, by and between CITY OF GRAND JUNCTION ("Lessor") and CROWN CASTLE TOWERS 06-2 LLC, a Delaware limited liability company("Lessee").

1. Definitions.

"Agreement" means this Option and Ground Lease Agreement.

"Approvals" means all certificates, permits, licenses and other approvals reasonably necessary for Lessee's intended use of the Leased Premises.

"Commencement Date" means the date the Option is exercised pursuant to Section 4.(C) of this Agreement.

"Defaulting Party" means the party to this Agreement that has defaulted as provided for in Section 28 of this Agreement.

"Due Diligence Investigation" has the meaning set forth in Section 3 of this Agreement.

"Utility Easement" have the meanings set forth in Section 9 of this Agreement.

"Hazardous Material" means any substance which is (i) designated, defined, classified or regulated as a hazardous substance, hazardous material, hazardous waste, pollutant or contaminant under any Environmental Law, as currently in effect or as hereafter amended or enacted, (ii) a petroleum hydrocarbon, including crude oil or any fraction thereof and all petroleum products, (iii) PCBs, (iv) lead, (v) asbestos, (vi) flammable explosives, (vii) infectious materials, or (viii) radioactive materials. "Environmental Law(s)" means the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, 42 U.S.C. Sections 9601, et seq., the Resource Conservation and Recovery Act of 1976, 42 U.S.C. Sections 6901, et seq., the Toxic Substances Control Act, 15 U.S.C. Sections 2601, et seq., the Hazardous Materials Transportation Act, 49 U.S.C. 5101, et seq., and the Clean Water Act, 33 U.S.C. Sections 1251, et seq., as said laws have been supplemented or amended to date, the regulations promulgated pursuant to said laws and any other federal, state or local law, statute, rule, regulation or ordinance which regulates or proscribes the use, storage, disposal, presence, clean-up, transportation or release or threatened release into the environment of Hazardous Material.

"Improvements" means a wireless communications facility, including tower structures, equipment shelters, meter boards and related improvements and structures and uses incidental thereto.

"Initial Term" means a period of **five (5) years** following the Commencement Date.

"Lease Term" means the Initial Term and any Renewal Terms.

"Leased Premises" means that portion of Lessor's Property consisting of a parcel of approximately 1,500 square feet as described in the sketch attached hereto as **Exhibit "B"**. The boundaries of the Leased Premises may be subject to modification as set forth in Section 8.

"Lessee's Notice Address" means c/o Crown Castle USA Inc., General Counsel, Attn: Legal – Real Estate Dept., 2000 Corporate Drive, Canonsburg, Pennsylvania 15317-8564, 1-866-482-8890.

"Lessor's Notice Address" means 250 North 5th Street, Grand Junction, Colorado 81501

"Lessor's Property" means the parcel of land located in the City of Grand Junction, County of Mesa, State of Colorado as shown on the Tax Map of said County as Tax Parcel Number 2945-132-00-001, being further described in the instruments recorded in the land records of the Mesa County Clerk and Recorder on January 5, 1918 as Reception NO. 141853 and on February 3, 1940 in Plat Book 6 Page 6, copies of said instruments being attached hereto as **Exhibit "A"**.

"Non-Defaulting Party" means the party to this Agreement that has not defaulted as provided for in Section 29 of this Agreement.

"Option" means the exclusive right granted to Lessee by Lessor to lease the Leased Premises pursuant to Section 2 of this Agreement.

"Option Extension Fee" means the sum of \$3,000.

"Option Fee" means the sum of \$6,000.

"Option Period" means the twenty-four (24) month period commencing on the date of this Agreement.

"Renewal Option Period" has the meaning set forth in Section 4(A) of this Agreement.

"Renewal Term" means a period of five (5) years commencing upon the expiration of the Initial Term or prior Renewal Term, as the case may be.

"Rent" means the consideration payable by Lessee to Lessor in exchange for the Leased Premises in the amount of **\$23,700** per year to be paid in equal monthly installments of **\$1,975**. After the first five (5) years of the Lease Term and every five (5) years thereafter (the "Adjustment Date"), the Rent shall increase based on the Consumer Price Index published by the Bureau of Labor and Statistics of the United States Department of Labor for all Urban Consumers, US City Average ("CPI-U") indicator and shall be determined by dividing the CPI-U indicator published 3 months prior to the Adjustment Date, by the CPI-U

indicator published 5 years and 3 months prior to the Adjustment Date, and multiply the resultant number by the monthly lease rental amount of the most recent past rent. In no event shall the increase in rent calculated for any 5-year period exceed 10% of the most recent past rent.

2. **Grant of Option to Lease.** In consideration of the Option Fee paid by Lessee to Lessor upon Lessee's execution of this Agreement, Lessor hereby grants to Lessee the Option during the Option Period to lease, on the terms and conditions set forth in this Agreement, the Leased Premises.

3. **Due Diligence Investigation.**

(A) **Inspection Rights.** During the Option Period, Lessee shall have the right to analyze the suitability of the Leased Premises for its intended use. Lessee and its employees, agents, contractors, engineers, and surveyors shall have the right to enter upon Lessor's Property to inspect, conduct, perform and examine soil borings, drainage testing, material sampling, surveys and other geological or engineering tests or studies of Lessor's Property, to apply for and obtain all licenses and permits required for Lessee's use of the Leased Premises from all applicable governmental or regulatory entities, and to do those things on or off Lessor's Property that, in the sole opinion of Lessee, are reasonably necessary to determine the physical condition of Lessor's Property, the environmental history of Lessor's Property, Lessor's title to Lessor's Property and the feasibility or suitability of the Leased Premises for Lessee's use as defined in this Agreement, all at Lessee's expense (the "Due Diligence Investigation"). Activities conducted in connection with Lessee's Due Diligence Investigation shall not be deemed to constitute exercise of the Option or commencement of construction of the Improvements. Lessee acknowledges that the Property is used by the Lessor as a public park; therefore Lessee shall not unreasonably interfere with the Lessor or the public's use of the park amenities during the Due Diligence Investigation.

(B) **Temporary Access Road and Easement for Due Diligence Investigation.** To facilitate Lessee's Due Diligence Investigation, Lessor hereby grants Lessee and its employees, agents, contractors, engineers and surveyors the right and an easement to construct and use a temporary pedestrian and vehicular access roadway from a public road, across Lessor's Property, to the Leased Premises. The location of said temporary pedestrian and vehicular access roadway on Lessor's Property is shown on **Exhibit "B"**. Such construction shall not be deemed to constitute exercise of the Option or commencement of construction of the Improvements.

4. **Extension, Termination and Exercise of Option.**

(A) **Right to Extend Option Period.** If the Option is not exercised or terminated by Lessee during the Option Period, the Option shall be automatically extended for three (3) additional one (1) year periods (each year a "Renewal Option Period") unless the Option is exercised or terminated by Lessee in accordance with the terms of this Agreement. In consideration of the extension of the Option pursuant to each Renewal Option Period, Lessee shall pay to Lessor the Option Extension Fee within thirty (30) days of the commencement of each Renewal

Option Period.

(B) **Right to Terminate Option.** Lessee shall have the right to terminate this Agreement at any time prior to the expiration of the Option Period or any extension thereof by sending written notice of termination to Lessor.

(C) **Expiration of Option Term; Exercise of Option.** If, upon expiration of the Option Period (as it may have been extended) Lessee has not exercised the Option, this Agreement shall terminate. Upon such termination, neither party shall have any further rights or duties hereunder. Lessor shall retain the Option Fee and any Option Extension Fee previously paid. Prior to expiration of the Option Period (as it may have been extended) Lessee may exercise the Option by either (i) providing written notice to Lessor of such exercise, or (ii) commencing construction of the Improvements. Upon the Commencement Date, the Lease Term shall commence and the Easements shall become effective.

5. **Lessor's Cooperation.** During the Option Period and the Lease Term, Lessor shall: (i) cooperate with Lessee in its efforts to perform its Due Diligence Investigation and to obtain all of the Approvals, including all appeals Lessor acknowledges that Lessee's ability to use the Leased Premises is contingent upon Lessee obtaining and maintaining the Approvals. Additionally, Lessor grants to Lessee and its employees, representatives, agents, and consultants a limited power of attorney to prepare, execute, submit, file and present on behalf of Lessor building, permitting, zoning or land-use applications with the appropriate local, state and/or federal agencies necessary to obtain land use changes, special exceptions, zoning variances, conditional use permits, special use permits, administrative permits, construction permits, operation permits and/or building permits. Lessor understands that any such application and/or the satisfaction of any requirements thereof may require Lessor's cooperation, which Lessor hereby agrees to provide. Lessor shall not knowingly do or permit anything that will interfere with or negate any Approvals pertaining to the Improvements or Leased Premises or cause them to be in nonconformance with applicable local, state or federal laws. Lessor agrees to execute such documents as may be necessary to obtain and thereafter maintain the Approvals and agrees to be named as the applicant for said Approvals.

6. **Lease Term.** Effective upon the Commencement Date, Lessor leases the Leased Premises to Lessee for the Initial Term. The term of this Agreement shall automatically be extended for nine (9) successive Renewal Terms, unless this Agreement is terminated pursuant to the provisions set forth herein.

7. **Rent.** Beginning on the Commencement Date, Lessee shall pay Rent for the Leased Premises. In addition to the Rent to be paid by Lessee to Lessor pursuant to the Agreement, if, after the Commencement Date, Lessee subleases, licenses or grants a similar right of use or occupancy in the Leased Premises (each a "Sublease") to an unaffiliated third party collocator (each a "Collocator"), Lessee agrees to pay to Lessor three percent (3%) of the rental payments actually received by Lessee from such Collocator (excluding any reimbursement of taxes, construction costs, installation costs, revenue share reimbursement or other

expenses incurred by Lessee) (the "Revenue Share") within thirty (30) days after receipt of said payments by Lessee. Non-payment of such rental, license or other similar payment by a Collocator shall not be an event of default under the Agreement. Lessee shall have sole discretion as to whether, and on what terms, to sublease, license or otherwise allow occupancy of the Leased Premises and there shall be no express or implied obligation for Lessee to do so. If any such Sublease with a Collocator expires or terminates for any reason, Lessee shall no longer be obligated to pay the Revenue Share for such Sublease. Notwithstanding the foregoing, the parties agree that Lessee's obligation to pay Revenue Share to the Lessor only applies to the 2nd, 3rd, 4th and 5th Collocator. No Additional Rent will be paid for the 1st Collocator or a 6th or additional Collocator if ever such Collocators arise.

8. Leased Premises; Survey. Following exercise of the Option and completion of construction of the wireless communications facility on the Leased Premises, Lessee shall provide Lessor with a copy of an "as-built" survey, which shall depict and identify the boundaries of the Leased Premises and the Easements, and replace and supersede the sketch attached hereto as **Exhibit "B"**. The "as-built" survey shall be deemed to be incorporated into this Agreement as **Exhibit "C"** even if not physically affixed hereto. The description of the Leased Premises set forth in **Exhibit "C"** shall control in the event of discrepancies between **Exhibit "B"** and **Exhibit "C"**.

9. Easements. Conditioned upon and subject to commencement of the Lease Term Lessor grants the following easements and rights-of-way over, under and upon Lessor's Property to Lessee, Lessee's employees, agents, contractors, sublessees, licensees and their employees, agents and contractors: an easement for right-of-way over the area shown in **Exhibit "B"**, as may be amended by **Exhibit "C"** for the construction, repair, maintenance, replacement, demolition and removal of the facility to be located upon Leased Premises, for activities reasonably necessary to obtain or comply with any Approvals, including any landscaping requirements therein, for construction, use, maintenance and repair of an access road for ingress and egress seven (7) days per week, twenty-four (24) hours per day, for pedestrians and all types of motor vehicles, to extend from the nearest public right-of-way to the Leased Premises, and for the installation, repair, replacement and maintenance of utility wires, poles, cables, conduits and pipes, provided that in the event that any public utility is unable or unwilling to use the Utility Easement in the location shown in **Exhibit "B"**, as may be amended by **Exhibit "C"**, Lessor shall grant an alternate easement either to Lessee or directly to the public utility at no cost and in a location acceptable to Lessee and the public utility (collectively, the "Easements") Said Easements shall be effective during the Lease Term and thereafter for a reasonable period of time for Lessee to remove its improvements, and shall terminate automatically thereafter.

10. Lessee's Right to Terminate; Effect of Termination by Lessee. Lessee shall have the right, following its exercise of the Option, to terminate this Agreement, at any time, without cause, by providing Lessor with one hundred eighty (180) days' prior written notice. Upon such termination, Lessee shall remove all Improvements in accordance with Section 20. Upon

inspection and acceptance by the City of the condition of the Property following such removal, this Agreement shall become null and void and neither party shall have any further rights or duties hereunder, except that any monies owed by either party to the other up to the date of termination shall be paid within thirty (30) days of the termination date.

11. Use of Property. The Leased Premises, the Easements shall be used for the purpose of (i) constructing, maintaining and operating the Improvements and (ii) uses incidental thereto, including without limitation, testing of any kind by Lessee, its customers, or invitees. Lessee may place a security fence, around the perimeter of the Leased Premises. All Improvements shall be constructed at Lessee's sole expense. Lessee shall maintain the Leased Premises in a safe condition. It is the intent of the parties that Lessee's wireless communications facility shall not constitute a fixture.

12. Removal of Obstructions. Upon notice to and approval by the Lessor, Lessee has the right to remove obstructions from Lessor's Property, including but not limited to vegetation, which unreasonably encroach upon, interfere with or present a hazard to Lessee's use of the Leased Premises or the Easements, at Lessee's sole expense and effort. Lessee shall dispose of any materials removed at its own expense.

13. Hazardous Materials.

(A) **Lessee's Obligation and Indemnity.** Lessee shall not (either with or without negligence) cause or permit the escape, disposal or release of any Hazardous Materials on or from the Leased Premises in any manner prohibited by law. Lessee shall indemnify and hold Lessor harmless from any and all claims, damages, fines, judgments, penalties, costs, liabilities or losses (including, without limitation, any and all sums paid for settlement of claims, attorneys' fees, and consultants' and experts' fees) from the release of any Hazardous Materials on the Leased Premises if caused by Lessee or persons acting under Lessee.

(B) **Lessor's Obligation and Indemnity.** Lessor shall not (either with or without negligence) cause or permit the escape, disposal or release of any Hazardous Materials on or from Lessor's Property or Leased Premises in any manner prohibited by law. Lessor shall indemnify and hold Lessee harmless from any and all claims, damages, fines, judgments, penalties, costs, liabilities or losses (including, without limitation, any and all sums paid for settlement of claims, attorneys' fees, and consultants' and experts' fees) from the presence or release of any Hazardous Materials on Lessor's Property or Leased Premises unless caused by Lessee or persons acting under Lessee.

14. Real Estate Taxes. The Property is not subject to ad valorem or real property taxes because it is a public park. In the event that the Lessor's Property becomes subject to real estate taxes in the future, Lessor shall pay all real estate taxes on Lessor's Property. Lessee agrees to reimburse Lessor for any documented increase in real estate or personal property taxes levied against Lessor's Property that are directly attributable to the Improvements constructed by Lessee. Lessor agrees to

provide Lessee any documentation evidencing the increase and how such increase is attributable to Lessee's use. Lessee reserves the right to challenge any such assessment, and Lessor agrees to cooperate with Lessee in connection with any such challenge.

15. Insurance. At all times during the performance of its Due Diligence Investigation and during the Lease Term, Lessee, at its sole expense, shall obtain and keep in force insurance which may be required by any federal, state or local statute or ordinance of any governmental body having jurisdiction in connection with the operation of Lessee's business upon the Leased Premises. Lessee also agrees to carry liability insurance in the amount of \$1,000,000 per person and \$2,000,000 per occurrence for the Leased Premises and all its activities, or activities at its behest, thereon, naming the Lessor as an additional insured on said policy. Lessee shall be responsible for insuring Lessee's Improvements and property, including tower structure and all related equipment and structures; Lessor shall have no responsibility to insure against damage to Lessee's such Improvements or property.

16. Waiver of Claims and Rights of Subrogation. The parties hereby waive any and all rights of action for negligence against the other on account of damage to the Improvements, Lessor's Property or to the Leased Premises resulting from any fire or other casualty of the kind covered by property insurance policies with extended coverage, regardless of whether or not, or in what amount, such insurance is carried by the parties. All policies of property insurance carried by either party for the Improvements, Lessor's Property or the Leased Premises shall include a clause or endorsement denying to the insurer rights by way of subrogation against the other party to the extent rights have been waived by the insured before the occurrence of injury or loss.

17. Eminent Domain. If Lessor receives notice of a proposed taking by eminent domain of any part of the Leased Premises or the Easements, Lessor will notify Lessee of the proposed taking within five (5) days of receiving said notice and Lessee will have the option to: (i) declare this Agreement null and void and thereafter neither party will have any liability or obligation hereunder; or (ii) remain in possession of that portion of the Leased Premises and Easements that will not be taken, in which event there shall be an equitable adjustment in rent on account of the portion of the Leased Premises and Easements so taken. With either option Lessee shall have the right to contest the taking and directly pursue an award.

18. Right of First Refusal. If during the Option Period or Lease Term, Lessor receives an offer that it intends to accept from any person or entity that owns towers or other wireless telecommunications facilities (or is in the business of acquiring Lessor's interest in the Agreement) to purchase fee title, an easement, a lease, a license, or any other interest in the Lessor's Property, or Lessor's interest in the Agreement, or an option for any of the foregoing, Lessor shall provide written notice to Lessee of said offer, and Lessee shall have a right of first refusal to acquire such interest on the same terms and conditions in the offer, excluding any terms or conditions which are (i) not imposed in good faith or (ii) directly or indirectly designed to

defeat or undermine Lessee's possessory or economic interest in the Leased Premises. If Lessor's notice covers portions of Lessor's parent parcel beyond the Leased Premises, Lessee may elect to acquire an interest in only the Leased Premises, and the consideration shall be pro-rated on an acreage basis. Lessor's notice shall include the prospective buyer's name, the purchase price and/or other consideration being offered, the other terms and conditions of the offer, the due diligence period, the proposed closing date and, if a portion of Lessor's parent parcel is to be sold, leased or otherwise conveyed, a description of said portion. If the Lessor's notice shall provide for a due diligence period of less than sixty (60) days, then the due diligence period shall be extended to be sixty (60) days from exercise of the right of first refusal and closing shall occur no earlier than fifteen days thereafter. If Lessee does not exercise its right of first refusal by written notice to Lessor given within thirty (30) days, Lessor may convey the property as described in the Lessor's notice. If Lessee declines to exercise its right of first refusal, then the Agreement shall continue in full force and effect and Lessee's right of first refusal shall survive any such conveyance. Lessee shall have the right, at its sole discretion, to assign the right of first refusal to any person or entity, either separate from an assignment of the Agreement or as part of an assignment of the Agreement. Such assignment may occur either prior to or after Lessee's receipt of Lessor

19. Sale of Property. If during the Option Period, as same may be extended, or Lease Term, Lessor sells all or part of Lessor's Property, of which the Leased Premises is a part then such sale shall be under and subject to this Agreement.

20. Surrender of Property. Upon expiration or termination of this Agreement, Lessee shall, within 90 days, remove all above ground Improvements and restore the Leased Premises as nearly as reasonably possible to its original condition, without, however, being required to replace any trees or other plants removed, or alter the then existing grading.

21. Recording. Lessee shall have the right to record a memorandum of the Option and a memorandum of this Agreement with the appropriate recording officer. Lessor shall execute and deliver each such memorandum, for no additional consideration, promptly upon Lessee's request.

22. This section intentionally left blank.

23. Lessor's Covenant of Title. Lessor covenants that Lessor holds good and marketable fee simple title to Lessor's Property and the Leased Premises and has full authority to enter into and execute this Agreement. Lessor further covenants that there are no encumbrances or other impediments of title that might interfere with the Lessee's proposed uses of the Property or the validity of this Agreement.

24. Interference with other Wireless Communications. Lessee shall ensure that signals from its tower and facilities do not interfere with the Lessor's communications signals, including but not limited to signals that facilitate public operations, 911, emergency and public safety communications. Lessor agrees that it will not permit the construction, installation or operation on Lessor's Property of any equipment or device

that interferes with Lessee's use of the Leased Property for a wireless communications facility.

25. Quiet Enjoyment. Lessor covenants that Lessee, on paying Rent and performing the covenants of this Agreement, shall peaceably and quietly have, hold and enjoy the Leased Premises and Easements.

26. Mortgages. This Agreement, Lessee's leasehold interest and the Easements shall be subordinate to any mortgage given by Lessor which currently encumbers the Leased Premises, provided that any mortgagee shall recognize the validity of this Agreement in the event of foreclosure. In the event that the Leased Premises is or shall be encumbered by such a mortgage, Lessor shall obtain and furnish to Lessee a non-disturbance agreement for each such mortgage, in recordable form. If Lessor fails to provide any non-disturbance agreement Lessee, may withhold and accrue, without interest, the Rent until such time as Lessee receives all such documentation.

27. Title Insurance. Lessee, at Lessee's option, may obtain title insurance on the Leased Premises and Easements. Lessor shall cooperate with Lessee's efforts to obtain title insurance by executing documents or obtaining requested documentation as required by the title insurance company. If Lessor fails to provide the requested documentation within thirty (30) days of Lessee's request, or fails to provide any non-disturbance agreement required in the preceding Section of the Agreement, Lessee, at Lessee's option, may withhold and accrue, without interest, the Rent until such time as Lessee receives all such documentation.

28. Default.

(A) Notice of Default; Cure Period. In the event that there is a default by Lessor or Lessee (the "Defaulting Party") with respect to any of the provisions of this Agreement or Lessor's or Lessee's obligations under this Agreement, the other party (the "Non-Defaulting Party") shall give the Defaulting Party written notice of such default. After receipt of such written notice, the Defaulting Party shall have thirty (30) days in which to cure any monetary default and sixty (60) days in which to cure any non-monetary default. The Defaulting Party shall have such extended periods as may be required beyond the sixty (60) day cure period to cure any non-monetary default if the nature of the cure is such that it reasonably requires more than sixty (60) days to cure, and Defaulting Party commences the cure within the sixty (60) day period and thereafter continuously and diligently pursues the cure to completion. The Non-Defaulting Party may not maintain any action or effect any remedies for default against the Defaulting Party unless and until the Defaulting Party has failed to cure the same within the time periods provided in this Section.

(B) Consequences of Lessee's Default. Lessor acknowledges that under the terms of this Agreement, Lessee has the right to terminate this Agreement at any time upon one hundred eighty (180) days' notice. Accordingly, in the event that Lessor maintains any action or effects any remedies for default against Lessee, resulting in Lessee's dispossession or removal, (i) the Rent shall be paid up to the date of such dispossession or removal and (ii) Lessor shall be entitled to recover from Lessee,

in lieu of any other damages, as liquidated, final damages, a sum equal to six months' Rent. In no event shall Lessee be liable to Lessor for consequential, indirect, speculative or punitive damages in connection with or arising out of any default.

(C) Consequences of Lessor's Default. In the event that Lessor is in default beyond the applicable periods set forth above, Lessee may, at its option, upon written notice: (i) terminate the Agreement, vacate the Leased Premises and be relieved from all further obligations under this Agreement; (ii) perform the obligation(s) of Lessor specified in such notice, in which case any expenditures reasonably made by Lessee in so doing shall be deemed paid for the account of Lessor and Lessor agrees to reimburse Lessee for said expenditures upon demand; (iii) take any actions that are consistent with Lessee's rights; (iv) sue for injunctive relief, and/or sue for specific performance, and/or sue for damages, and/or set-off from Rent any amount reasonably expended by Lessee as a result of such default.

29. Limitation on Damages. In no event shall Lessee be liable to Lessor for consequential, indirect, speculative or punitive damages in connection with or arising from this Agreement, or the use of the Leased Premises, Easements, and/or Utility Easement.

30. Lessor's Waiver. Lessor hereby waives and releases any and all liens, whether statutory or under common law, with respect to any of Lessee's Property now or hereafter located on the Leased Premises.

31. Applicable Law. This Agreement and the performance thereof shall be governed, interpreted, construed and regulated by the laws of the State where the Leased Premises is located. The parties agree that the venue for any litigation regarding this Agreement shall be Mesa County, Colorado.

32. Assignment, Sublease, Licensing and Encumbrance. Lessee has the right, at its sole discretion, to assign its interest in this Agreement and to sublease or license use of the Leased Premises, Easements and Improvements. Assignment of this Agreement by Lessee shall be effective upon Lessee sending written notice to Lessor and shall relieve Lessee from any further liability or obligation. Lessee has the further right to pledge or encumber its interest in this Agreement. Upon request to Lessor from any leasehold mortgagee, Lessor agrees to give the holder of such leasehold mortgage written notice of any default by Lessee and an opportunity to cure any such default within fifteen (15) days after such notice with respect to monetary defaults and within a commercially reasonable period of time after such notice with respect to any non-monetary default.

33. Miscellaneous.

(A) Entire Agreement. Lessor and Lessee agree that this Agreement contains all of the agreements, promises and understandings between Lessor and Lessee. No oral agreements, promises or understandings shall be binding upon either Lessor or Lessee in any dispute, controversy or proceeding at law. Any addition, variation or modification to this Agreement shall be void and ineffective unless made in writing and signed by the parties hereto. The terms, covenants and provisions of this

Agreement shall extend to and be binding upon the respective executors, administrators, heirs, successors and assigns of Lessor and Lessee.

(B) Captions. The captions preceding the Sections of this Agreement are intended only for convenience of reference and in no way define, limit or describe the scope of this Agreement or the intent of any provision hereof.

(C) Construction of Document. Lessor and Lessee acknowledge that this document shall not be construed in favor of or against the drafter by virtue of said party being the drafter and that this Agreement shall not be construed as a binding offer until signed by Lessee.

(D) Notices. All notices hereunder shall be in writing and shall be given by (i) established national courier service which maintains delivery records, (ii) hand delivery, or (iii) certified or registered mail, postage prepaid, return receipt requested. Notices are effective upon receipt, or upon attempted delivery if delivery is refused or if delivery is impossible because of failure to provide reasonable means for accomplishing delivery. The notices shall be sent to Lessor at Lessor's Notice Address and to Lessee at Lessee's Notice Address.

(E) Partial Invalidity. If any term of this Agreement is found to be void or invalid, then such invalidity shall not affect the remaining terms of this Agreement, which shall continue in full force and effect.


(F) IRS Form W-9. Lessor 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. In the event the Property is transferred, the succeeding Lessor shall have a duty at the time of such transfer to provide Lessee with a Change of Ownership Form as provided for by Lessee, a completed IRS Form W-9, or its equivalent, and other related paper work to effect a transfer in Rent to the new Lessor. Lessor's failure to provide the IRS Form W-9 within thirty (30) days after Lessee's request shall be considered a default and Lessee may take any reasonable action necessary to comply with IRS regulations including, but not limited to, withholding applicable taxes from Rent payments.

(G) Counterparts. This Agreement may be executed simultaneously or in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement.


[Execution Pages Follow]

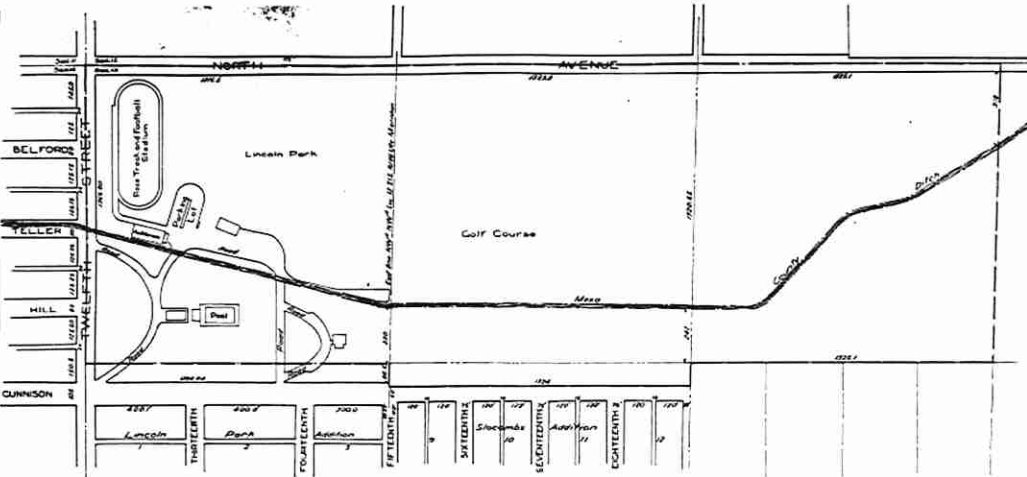
IN WITNESS WHEREOF, Lessor and Lessee having read the foregoing and intending to be legally bound hereby, have executed this Agreement as of the day and year this Agreement is fully executed.

LESSOR:
CITY OF GRAND JUNCTION

By: 
Print Name: Greg Caton
Print Title (if any): City Manager
Date: 4/4/2019

LESSEE:
CROWN CASTLE TOWERS 06-2 LLC,
a Delaware limited liability company

By: 
Print Name: Melanie Webb
Print Title (if any): Senior Transaction Manager
Date: 4.26.19



**MAP OF LINCOLN PARK
CITY PARK ADDITION**

RESOLUTION

WHEREAS, City Park Addition, comprising territory entirely owned and occupied by the City of Grand Junction, Mesa County, Colorado, has been laid out and surveyed as an addition to said City, and it is desired to annex such territory so that the same shall become a part of said City and included within the limits and jurisdiction thereof, and

WHEREAS, The plat thereof as presented to the City Council of said City shows that all streets and alleys therein are in conformity as to courses and angles with the streets and alleys of adjoining portions of said City, and such plat shows the topography of such territory as to hills, streams, ditches and rivers, and

WHEREAS, All taxes against such territory are paid

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GRAND JUNCTION, COLORADO:

That the plat of City Park Addition to said City be approved, that the territory embraced within such addition as shown on said plat be annexed to said City and become a part of such City and included within the limits and jurisdiction thereof.

Passed and adopted July 12, 1933 by the City Council of the City of Grand Junction, Colo.

I HEREBY CERTIFY that the foregoing is a true and correct copy of a resolution passed and adopted by the City Council of the City of Grand Junction, Colorado, on July 12, 1933.



Hein C. Dahlstrom
City Clerk

863116

FILED
FEB -3 1934
CITY OF GRAND JUNCTION, COLORADO

B-6 P-6

863117
FILED
FEB -3 1934
CITY OF GRAND JUNCTION, COLORADO

96C
B-6-P-6

EXHIBIT "B"

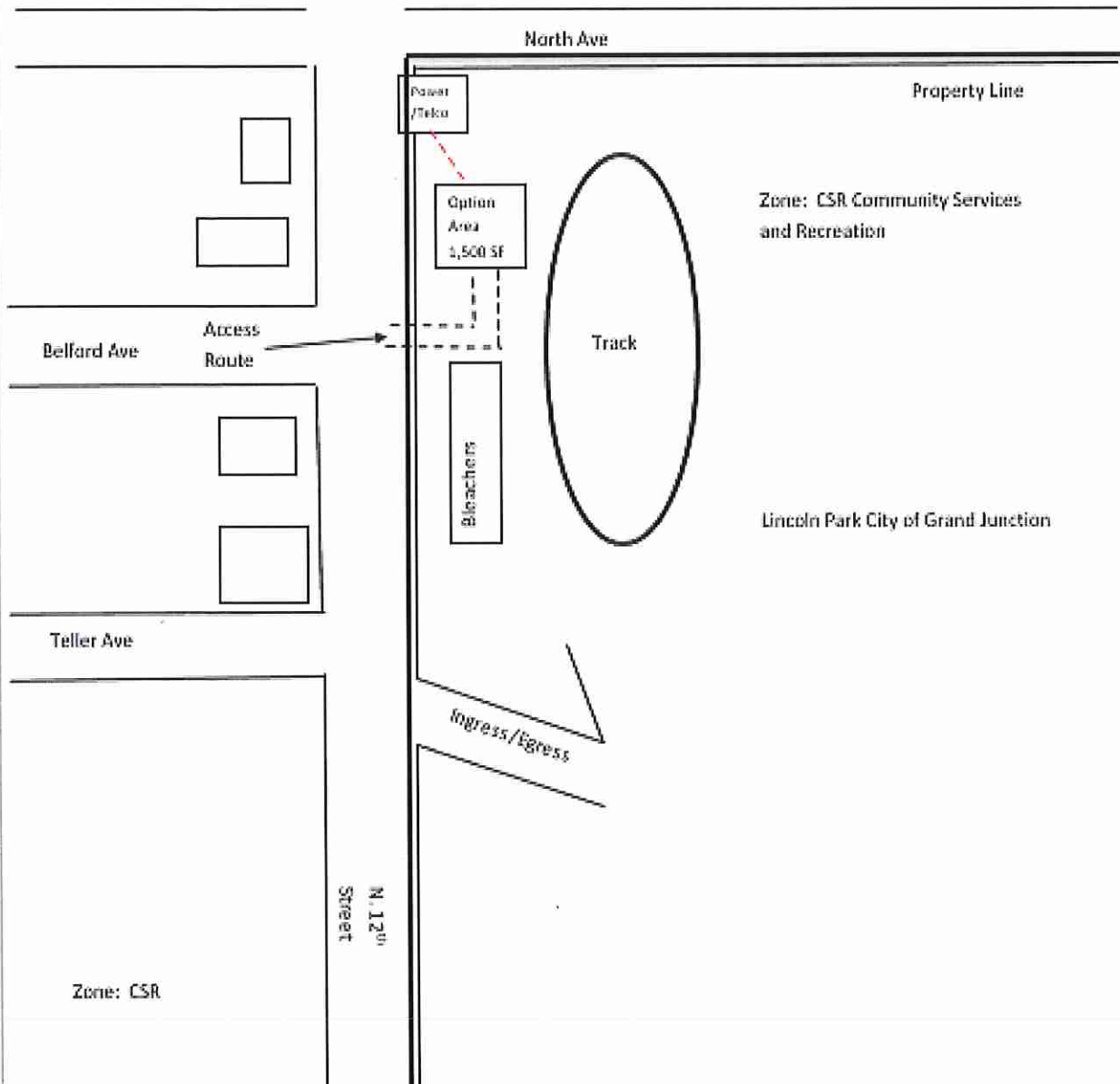
Lessor agrees that Lessee may replace this sketch, at a later time, with a diagram more clearly defining the location of the Leased Premises, and it will cooperate with the recordation of the replacement sketch.

825960- Candidate A- Lincoln Park City of Grand Junction



(Not to Scale)

Zone: CSR



WHEN RECORDED RETURN TO:

Prepared by:
Parker Legal Group, PC
600 West Broadway, Suite 700
San Diego, California 92101

Space above this line for Recorder's Use

A.P.N. 2945-132-00-001

MEMORANDUM OF OPTION

This Memorandum of Option ("Memorandum") is entered into as of April 26, 2019, by and between CITY OF GRAND JUNCTION ("Optionor") with a mailing address of 250 North 5th Street, Grand Junction, Colorado 81501 and CROWN CASTLE TOWERS 06-2 LLC, a Delaware limited liability company ("Optionee") with a mailing address of c/o Crown Castle USA Inc., 2000 Corporate Drive, Canonsburg, Pennsylvania 15317.

1. Optionor and Optionee entered into that certain Option and Ground Lease Agreement dated as of April 26, 2019 (the "Agreement").

2. Pursuant to the Agreement, the option period shall be twenty-four (24) months commencing on the date of the Agreement, with the right of Optionee to extend the option period for up to three (3) additional periods of one (1) year each (or until such other time as may be described in the Agreement or to which the parties may mutually agree). During the option period, Optionee has the right and option, exercisable at any time, to exercise such option in the manner set forth in the Agreement, which provides Optionee with an exclusive and irrevocable right to lease approximately one thousand five hundred (1,500) square feet of real property, together with access, utility and related easements, located in Mesa County, Colorado (the "Option Area"), all located within certain real property owned by Optionor (the "Property"). The Property, of which the Option Area is a part, is more particularly described in Exhibit A attached hereto.

3. In the event of any inconsistency between this Memorandum and the Agreement, the Agreement shall control.

4. This Memorandum may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

5. Defined terms used in this Memorandum and not otherwise defined herein shall have the meanings given to such terms in the Agreement.

6. The terms, covenants and provisions of the Agreement shall extend to and be binding upon the respective executors, administrators, heirs, successors and assigns of Optionor and Optionee.

7. This Memorandum does not contain the social security number of any person.

8. A copy of the Agreement is on file with Optionor and Optionee.

[Execution Pages Follow]

IN WITNESS WHEREOF, hereunto and to duplicates hereof, Optionor has caused this Memorandum to be duly executed on the day and year first written above.

OPTIONOR:
CITY OF GRAND JUNCTION

By: [Signature]
Name: Greg Caton
Title: City Manager

ALL PURPOSE ACKNOWLEDGMENT

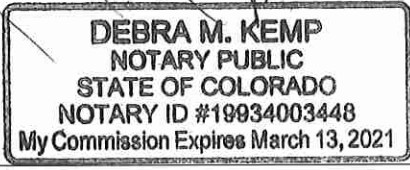
STATE OF Colorado }
COUNTY OF Mesa }

On this 4th day of April, 2019 before me Debra M. Kemp (notary public), personally appeared Greg Caton (print name), who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Colorado that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature [Signature] (notary public)

(NOTARY SEAL) 

ATTENTION NOTARY: Although the information requested below is OPTIONAL, it could prevent fraudulent attachment of this certificate to another document.

THIS CERTIFICATE MUST BE ATTACHED TO THE DOCUMENT DESCRIBED BELOW.

Title of Document Type: Memorandum of Option
Number of Pages _____ Date of Document _____

IN WITNESS WHEREOF, hereunto and to duplicates hereof, Optionee has caused this Memorandum to be duly executed on the day and year first written above.

OPTIONEE:
CROWN CASTLE TOWERS 06-2 LLC,
a Delaware limited liability company

By: Melanie Webb

Print Name: Melanie Webb

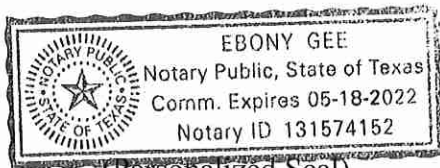
Title: Senior Transaction Manager

State of Texas

County of Harris

Before me, Ebony GEE, a Notary Public, on this day personally appeared Melanie Webb, Jr. Transaction Mgr of **CROWN CASTLE TOWERS 06-2 LLC**, a Delaware limited liability company, known to me (or proved to me on the oath of _____ or through driver's license, state id card, resident id card, military id card, or passport) to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that she/he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 26 day of April, 2019.



(Personalized Seal)

[Handwritten Signature]

Notary Public's Signature

EXHIBIT A
Legal Description of the Property

All that land located in the City of Grand Junction, County of Mesa, State of Colorado, and is described as follows:

TRACT I

Lots 1 thru 26, Inclusive, in Block 13,
Lots 1 thru 26, Inclusive, in Block 14,
Lots 1 thru 26, Inclusive, in Block 15,
Lots 1 thru 26, Inclusive, in Block 16,
Lots 1 thru 24, Inclusive, in Block 17,
Lots 1 thru 24, Inclusive, in Block 18,
Lots 1 thru 24, Inclusive, in Block 19,
Lots 1 thru 24, Inclusive, in Block 20,
Lots 1 thru 24, Inclusive, in Block 21,
Lots 1 thru 24, Inclusive, in Block 22,
Lots 1 thru 24, Inclusive, in Block 23,
Lots 1 thru 24, Inclusive, in Block 24,
Lots 1 thru 22, Inclusive, in Block 25,
Lots 1 thru 22, Inclusive, in Block 26,
Lots 1 thru 22, Inclusive, in Block 27,
Lots 1 thru 22, Inclusive, in Block 28,

All in SLOCOMB'S ADDITION TO GRAND JUNCTION EXCEPT that strip of land conveyed to The Grand Valley Irrigation Company recorded December 18, 1906 in Book 100 at Page 326, Reception No. 64362

TRACT II

The Northwest Quarter of the Northwest Quarter of Section 13, Township 1 South, Range 1 West of the Ute Meridian EXCEPT North Avenue on the North.

TRACT III

That portion of the SW1/4 of the NW1/4 of Section 13, Township 1 South, Range 1 West of the Ute Meridian, described as follows:

Beginning at a point on the West line of Section 13 where the South line of Gunnison Avenue in the City of Grand Junction, Mesa County, Colorado, produced and extended East intersects the said West line of said Section 13; thence North along the said West line of said Section 13 to the Northwest corner of the SW1/4 of the NW1/4 of said Section 13, being a distance of 190 feet, more or less; thence East to the Northeast corner of the SW1/4 of the NW1/4 of said Section 13; thence South along the East line of the said SW1/4 of the NW1/4 of said Section 13, a distance of 190 feet, more or less to a point at the intersection of the South line of said Gunnison Avenue

produced and extended East with the said East line of the SW1/4 of the NW1/4 of said Section 13; thence West along the said South line of Gunnison Avenue so produced and extended to the point of beginning.

LESS AND EXCEPT FROM THE ABOVE DESCRIBED TRACTS I, II, AND III HEREIN, any portion lying east of the westernmost boundary line described as per the Quit Claim Deed recorded in Book 702 of Deeds at Page 246, the Resolution and Correction of Deed recorded in Book 1022 of Deeds at Page 696, and the Correction of Deed recorded in Book 2826 of Deeds at Page 677, being known and designated as follows:

Beginning at a point on the west line of the NW3/4 NE1/4, Section 13, Township 1 South, Range 1 West, Ute Principal Meridian, from which the North 4 corner of said Section 13 bears North 00°04'30"E., 823.60 feet; thence South 81°53'30" East, 486.20 feet; thence North 58°33'00" East, 957.00 feet; thence South 00°02'30" West, 46.36 feet; thence South 89°55'30" East, 29.10 feet; thence South 00°02'30" West, 882.00 feet; thence North 89°53'30" West, 1,328.57 feet; thence North 00°04'30" West, 497.30 feet to the point of beginning.

BEING MORE PARTICULARLY DESCRIBED AS that portion of the following described property located in the North Half of the Northwest Quarter of Section 13, Township 1 South, Range 1 West of the Ute Meridian:

City Park Addition, comprising territory entirely owned and occupied by the City of Grand Junction, Mesa County, Colorado, as recorded in Plat Book 6 Page 6, Mesa County Records.

Parcel ID#: 2945-132-00-001 (R00062060)

This being a portion of the same property conveyed to the City of Grand Junction from C. W. Shores in a deed dated January 5, 1918 and recorded January 5, 1918 as Reception No. 141853.

This further being a portion of the same property dedicated to the City of Grand Junction in the Map of Lincoln Park City Park Addition recorded February 3, 1940 in Plat Book 6 Page 6.

Property Commonly Known As: 1240 Gunnison Avenue, Grand Junction, CO 81501

County of Mesa