

ORDINANCE NO. 5287

AN ORDINANCE AUTHORIZING, APPROVING AND CONFIRMING A LEASE TO NCWPCS MPL 34 YEAR SITES TOWER HOLDINGS LLC (NCWPCS), BY AND THROUGH CCATT LLC, (CCATT) FOR USE OF REAL PROPERTY LOCATED AT 2057 SOUTH BROADWAY ROAD, GRAND JUNCTION, COLORADO FOR COMMUNICATION EQUIPMENT AND RATIFYING ALL ACTIONS HERETOFORE TAKEN AND IN CONNECTION THEREWITH

Recitals:

In 2014 the Grand Junction City Council adopted an Economic Development Plan (EDP) for the purpose of creating a clear plan of action for improving business conditions and attracting and retaining employers. Section 1.4 of the EDP focuses on providing technology infrastructure that enables and supports private investment. Expanding broadband capabilities and improving wireless and/or cellular coverage are key objectives of the EDP.

In 2016 by and with Ordinance 4703 City Council adopted a Wireless Master Plan (WMP) to serve as a general planning tool to limit unnecessary proliferation of wireless infrastructure while maintaining compliance with state and federal regulations and allowing expansion and improvement of networks and greater access to wireless technology in the community. The WMP identifies areas where coverage is needed and provides a framework for development of towers that will help maximize network coverage while minimizing the number of new telecommunication facilities. Siting standards and preferences for new communication facilities to ensure compatibility are addressed in the WMP.

The City of Grand Junction (City) owns property at 2057 South Broadway which New Cingular Wireless PCS, an affiliate of CCATT LLC has previously leased for a telecommunications facility. The City Information Technology Department has negotiated with MD7, a wireless lease management and services company, to lease the 2057 South Broadway location to NCWPCS as described in the lease. The City and CCATT have agreed to certain terms and conditions for the use of the property and in accordance with the lease, which is attached to and incorporated by this reference ("Lease") as if fully set forth, the City and CCATT desire to enter into the same as a contract.


NOW THEREFORE BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF GRAND JUNCTION, COLORADO AS FOLLOWS:

1. The foregoing Recitals are incorporated and adopted and in accordance with and pursuant to this Ordinance the City Council of the City of Grand Junction, Colorado hereby authorizes, confirms, and ratifies the Lease; and,

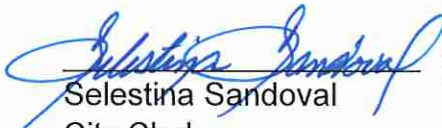
2. All actions heretofore taken by the officers, employees and agents of the City relating to the leasing of the Property as described or referred to herein and which actions are consistent with the provisions hereof are hereby ratified, approved, and confirmed; and,
3. The Lease in the form attached hereto is hereby approved. The City Manager and the officers, employees and agents of the City are hereby authorized and directed to take all actions necessary or appropriate to effectuate the provisions hereof, including, without limitation, the execution and delivery of the signature(s) to affect the intent and purposes hereof.
4. If any part or provision of this Ordinance or the application thereof to any person or circumstance(s) is held invalid, such invalidity shall not affect other provisions or applications of this Ordinance which can be given effect without the invalid provisions or application, and to this end the provisions of this Ordinance are declared to be severable.
5. The City Council finds and declares that this Ordinance is promulgated and adopted for the public health, safety and welfare and this Ordinance bears a rational relation to the lawful objectives sought to be obtained.

INTRODUCED ON FIRST READING, PASSED for publication this 19th day of November 2025 in pamphlet form, and setting a hearing for December 3, 2025, by the City Council of the City of Grand Junction, Colorado.

HEARD, PASSED and ADOPTED ON SECOND READING and ordered published in pamphlet form this 3rd day of December 2025, by the City Council of the City of Grand Junction, Colorado.


Cody Kennedy
President of the City Council

Attest:


Selestina Sandoval
City Clerk



I HEREBY CERTIFY THAT the foregoing Ordinance, being Ordinance No. 5287 was introduced by the City Council of the City of Grand Junction, Colorado at a regular meeting of said body held on the 19th of November, 2025, and the same was published in The Daily Sentinel, a newspaper published and in general circulation in said City, in pamphlet form, at least ten days before its final passage.

I FURTHER CERTIFY THAT a Public Hearing was held on the day of the 3rd of December 2025, at which Ordinance No. 5287 was read, considered, adopted, and ordered published in pamphlet form by the Grand Junction City Council.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of said City this 8th day of December 2025.



Deputy City Clerk

Published: November 22, 2025
Published: December 6, 2025
Effective: January 5, 2025



FIRST AMENDMENT TO OPTION AND LEASE AGREEMENT

THIS FIRST AMENDMENT TO OPTION AND LEASE AGREEMENT ("First Amendment") is to be effective as of the date of the last signature below (the "**Effective Date**"), by and between THE CITY OF GRAND JUNCTION, COLORADO, a Colorado home rule municipality with a mailing address of 250 North 5th St., Grand Junction, CO 81501 ("**Landlord**"), and NCWPCS MPL 34 – YEAR SITES TOWER HOLDINGS LLC, a Delaware limited liability company, by and through CCATT LLC, a Delaware limited liability company, its Attorney in Fact, with a mailing address of 2000 Corporate Drive, Canonsburg, PA 15317 ("**Tenant**").

WHEREAS, Landlord and Tenant, as successor in interest to New Cingular Wireless PCS, LLC a Delaware limited liability company, are parties to that certain Option and Lease Agreement dated April 16, 2009 (as amended and/or assigned, the "**Agreement**"), for the lease of property located in Grand Junction, Mesa County, Colorado, as more particularly described in the Agreement (the "**Premises**"), together with easements for ingress, egress and general utility purposes as described more fully in the Agreement;

WHEREAS, Landlord is the current landlord under the Agreement;

WHEREAS, Tenant is the current tenant under the Agreement;

WHEREAS, Landlord and Tenant now desire to provide for certain modifications to the Agreement as more particularly set forth herein.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are acknowledged, Landlord and Tenant agree as follows:

1. **Recitals.** The parties acknowledge the accuracy of the foregoing recitals which are hereby incorporated in this First Amendment.

2. **Defined Terms.** Any capitalized terms not defined herein shall have the meanings ascribed to them in the Agreement.

3. **Term.** Section 3(b) of the Agreement is hereby deleted in its entirety, and the following is inserted in its place:

"(b) This Agreement will automatically renew, unless terminated in accord with Paragraph 6 for five (5) five (5) year term(s) (each five (5) year term shall be defined as the "**Extension Term**"), upon the same terms and conditions unless the Tenant notifies the Landlord in writing of Tenant's intention not to renew this Agreement at least sixty (60) days prior to the expiration of the existing Term."

4. **Revenue Sharing.** In addition to the rent currently paid by Tenant to Landlord pursuant to the Agreement, as further consideration for the right to exclusively use and lease the Premises, if, after full execution of this First Amendment, Tenant subleases, licenses or grants a similar right of use or occupancy in the Premises to an unaffiliated third party not already a subtenant on the Premises (each a "**Future Subtenant**"), Tenant agrees to pay to Landlord fifteen percent (15%) of the rental, license or similar payments actually received by Tenant from such Future Subtenant (excluding any reimbursement of taxes, construction costs, installation costs, or revenue share reimbursement) (the "**Additional Rent**") within thirty (30) days after receipt of said payments by Tenant. Tenant shall have no obligation for payment to Landlord of such share of rental, license or similar payments if not actually received by Tenant. Non-payment of such rental, license or other similar payment by a Future Subtenant shall not be an event of default under the Agreement. Tenant shall have sole discretion as to whether, and on what terms, to sublease, license or otherwise allow occupancy of the Premises. There shall be no express or implied obligation for Tenant to sublease, license or otherwise allow occupancy of the Premises. Notwithstanding anything in this paragraph to the contrary, the parties agree and acknowledge that revenue derived from subtenants and any successors and/or assignees of such subtenants who commenced use and/or sublease of the Premises prior to execution of this First Amendment shall be expressly excluded from the Additional Rent and Landlord shall have no right to receive any portion of such revenue.

5. **Government Approvals.** If requested by Tenant, Landlord will execute, at Tenant's sole cost and expense, all documents reasonably required by any governmental authority in connection with any development of or construction on the Premises, including documents necessary to petition the appropriate public bodies for certificates, permits, licenses and other approvals deemed necessary by Tenant to utilize the Premises for the purpose of constructing, maintaining and operating communications facilities and uses incidental thereto. Landlord will agree to be named applicant if requested by Tenant. In furtherance of the foregoing, Landlord will from time to time as reasonably necessary agree to appoint Tenant as Landlord's Attorney in Fact to execute on landlord's behalf a land use application(s), permit(s), license(s) and other approval(s) ("Application(s)") consistent with the purposes of the Agreement subject to and following Landlord's prior review and approval of the Application(s). The Landlord's timely prior review and approval of the Application(s) shall not be unreasonably withheld.

6. **Representations, Warranties and Covenants of Landlord.** Landlord represents, warrants and covenants to Tenant as follows:

(a) Landlord possesses fee simple title to the real property on which the Premises is located and is the Landlord under the Agreement.

(b) Landlord is duly authorized to and has the full power and authority to enter into this First Amendment and to perform all of Landlord's obligations under the Agreement as amended hereby.

(c) Tenant is not currently in default under the Agreement, and to Landlord's knowledge, no event or condition has occurred or presently exists which, with notice or the passage of time or both, would constitute a default by Tenant under the Agreement.

(d) Landlord agrees to provide such further assurances as may be requested by Tenant to carry out and evidence the full intent of the parties under the Agreement as amended hereby, and ensure

Tenant's continuous and uninterrupted use, possession and quiet enjoyment of the Premises under the Agreement as amended hereby.

(e) Landlord acknowledges that the Premises, as defined, shall include any portion of Landlord's property on which communications facilities or other Tenant improvements exist on the date of this First Amendment.

5. **Notices.** The notice addresses for Tenant and Landlord set forth in the Agreement is hereby deleted in its entirety and replaced with the following:

Tenant: NCWPCS MPL 34 – Year Sites Tower Holdings LLC
Legal Department
Attn: Network Legal
208 S. Akard Street
Dallas, TX 75202-4206

With a copy to: CCATT LLC
Attn: Legal - Real Estate Department
2000 Corporate Drive
Canonsburg, PA 15317

Landlord: City of Grand Junction
c/o City Manager
250 North 5th St.
Grand Junction, CO 81501

6. **IRS Form W-9.** Landlord agrees to provide Tenant with a completed IRS Form W-9, or its equivalent, upon execution of this First Amendment and at such other times as may be reasonably requested by Tenant. In the event the Premises is transferred, the succeeding Landlord shall have a duty at the time of such transfer to provide Tenant with a completed IRS Form W-9, or its equivalent, and other related paperwork to effect a transfer in rent to the new Landlord. Landlord's failure to provide the IRS Form W-9 within thirty (30) days after Tenant's request shall be considered a default and Tenant may take any reasonable action necessary to comply with IRS regulations including, but not limited to, withholding applicable taxes from rent payments.

7. **Counterparts.** This First Amendment may be executed in separate and multiple counterparts, each of which shall be deemed an original but all of which taken together shall be deemed to constitute one and the same instrument.

8. **Remainder of Agreement Unaffected.** In all other respects, the remainder of the Agreement shall remain in full force and effect. Any portion of the Agreement that is inconsistent with this First Amendment is hereby amended to be consistent.

9. **Memorandum.** The parties acknowledge and agree that Tenant shall have the right to record a memorandum of this First Amendment in the appropriate real estate records in the county where the Premises is located without any further action by Landlord.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, Landlord and Tenant have caused this First Amendment to Option and Lease Agreement to be duly executed effective as of the date last written below.

LANDLORD:

City of Grand Junction, a Colorado home rule municipality

By: _____
Michael P. Bennett
City Manager

ACKNOWLEDGMENT

State of Colorado)

County of Mesa)

The First Amendment to Option and Lease Agreement was acknowledged before me on _____, 2025, by Michael P. Bennett, as City Manager of the City of Grand Junction, a Colorado home rule municipality, on behalf of the municipality.

(Notary's official signature)

(Commission Expiration)

Site Name: REDLANDS2
Business Unit #: 857401

TENANT:

NCWPCS MPL 34 – YEAR SITES TOWER
HOLDINGS LLC,
a Delaware limited liability company,

By: CCATT LLC,
a Delaware limited liability company,
its Attorney in Fact

By: _____
Name: _____
Its: _____

ACKNOWLEDGMENT

State/Commonwealth of _____)
County of _____)

The record was acknowledged before me on _____, 2025, by _____,
as _____ of **CCATT LLC**, a Delaware limited liability company, as Attorney in Fact
for NCWPCS MPL 34 – YEAR SITES TOWER HOLDINGS LLC, a Delaware limited liability company
on behalf of the limited liability company.

(Notary's official signature)

(Title of office)

(Commission Expiration)