

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



MEMORANDUM OF FIRST AMENDMENT TO OPTION AND LEASE AGREEMENT

THIS MEMORANDUM OF FIRST AMENDMENT TO OPTION AND LEASE AGREEMENT (“Memorandum”) is to be effective as of the date of the last party to sign below, 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**”), with reference to the following facts:

Landlord and Tenant desire to have this Memorandum recorded in the Office of the Clerk and Recorder of Mesa County, Colorado.

The parties have agreed as follows:

1. 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**”) being part of a larger parcel of property owned by Landlord (the “**Property**” and as further described in **Exhibit “A”**), together with easements for ingress, egress and general utility purposes as described more fully in the Agreement.

2. Landlord is the current landlord under the Agreement.

3. Tenant is the current tenant under the Agreement.

4. Landlord and Tenant have entered into that certain First Amendment to Option and Lease Agreement dated on or about even date herewith (the “**First Amendment**”).

5. Notwithstanding anything contained in Section 3 of the Agreement to the contrary, the parties hereby agree that the new Term of the Agreement shall commence on the Effective Date of this First Amendment and shall expire on May 31, 2029. Thereafter, the Agreement will automatically renew, unless terminated in accord with Paragraph 6, as follows (each an “**Extension Term**”): (i) for four (4) additional

Page 1

Site Name: REDLANDS2
Business Unit #: 857401

five (5) year term(s), and (ii) thereafter, one (1) additional one (1) year term, upon the same terms and conditions unless the Tenant notifies the Landlord in writing of Tenant's intention not to renew the Agreement at least sixty (60) days prior to the expiration of the existing Term. Landlord and Tenant hereby acknowledge that if all Extension Terms are exercised, the last Extension Term shall end on May 31, 2050.

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

7. This Memorandum in no way modifies the terms of the Agreement or any modification thereof. If there is any conflict between the terms of the Agreement and this Memorandum, the terms of the Agreement shall prevail. This Memorandum 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.

[SIGNATURE PAGE TO FOLLOW]

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

LANDLORD:

The City of Grand Junction, a Colorado home rule municipality

By: _____
Name: Michael P. Bennett
Its: City Manager

ACKNOWLEDGMENT

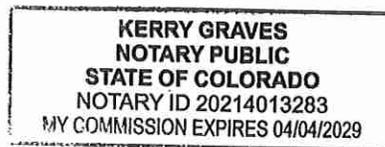
State/Commonwealth of Colorado)
County of Monte)

The record was acknowledged before me on December 22, 2025, by Michael P. Bennett as City Manager of The City of Grand Junction, a Colorado home rule municipality, on behalf of the municipality.

Kerry Graves
(Notary's official signature)

Notary
(Title of office)

4/4/2029
(Commission Expiration)



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: Mandy Hebert
Its: Mgr Real Estate

ACKNOWLEDGMENT

State/~~Commonwealth~~ of Texas)
County of Harris)

The record was acknowledged before me on December 30, 2025, by Mandy Hebert, as Mgr Real Estate 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)

Notary Public
(Title of office)

08-04-2029
(Commission Expiration)



Recording requested by and after recording return to:
Crown Castle
8020 Katy Freeway
Houston, TX 77024

Site Name: REDLANDS2
Business Unit #: 857401

EXHIBIT A
LEGAL DESCRIPTION OF PROPERTY

A tract of land located in a part of the Southwest 1/4 of Section 22, Township 11 South, Range 101 West, of the 6th P.M., Mesa County, Colorado, being more particularly described as follows: Commencing at the Southeast Corner of Lot 8, Block 7 of Tiara Rado Subdivision Filing No. Two as filed and recorded in the office of the Mesa County Clerk and Recorder and considering the East line Northwest 1/4 Southwest 1/4 of said Section 22 to bear South 00° 34'02" W with all other bearings contained herein relative thereto; thence along the boundary of the Tiara Rado Golf Course (as filed and recorded in Book 1031, Page 22 of the Mesa County Records) North 80°43'20" E 50.00 feet; thence South 45°14'02"E 85.05 feet; thence South 12°49'17"E 44.32 feet to the POINT OF BEGINNING for Parcel 3; thence South 47°05'27"E 67.72 feet; thence South 36°52'45"W 50.00 feet; thence North 12°49'17" West 88.31 feet to the Point of Beginning, containing 1683.7 sq. ft. as described.

Address: 2057 SOUTH BROADWAY, GRAND JUNCTION, Colorado 81503
Parcel ID: 2947-223-00-221

Site Name: REDLANDS2
Business Unit #: 857401

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. **Extended Term.** Notwithstanding anything contained in Section 3 of the Agreement to the contrary, the parties hereby agree that the new Term of the Agreement shall commence on the Effective Date of this First Amendment and shall expire on May 31, 2029. Thereafter, the Agreement will automatically renew, unless terminated in accord with Paragraph 6, as follows (each an “**Extension Term**”): (i) for four (4) additional five (5) year term(s), and (ii) thereafter, one (1) additional one (1) year term, upon the same terms and conditions unless the Tenant notifies the Landlord in writing of Tenant's intention not to renew the Agreement at least sixty (60) days prior to the expiration of the existing Term. Landlord and Tenant hereby acknowledge that if all Extension Terms are exercised, the last Extension Term shall end on May 31, 2050.

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.

7. **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: The City of Grand Junction
250 North 5th St.
Grand Junction, CO 81501

8. **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.

9. **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.

10. **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.

11. **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:

The City of Grand Junction, a Colorado home rule municipality

By: *[Signature]*
Name: Michael R. Bennett
Its: City Manager

ACKNOWLEDGMENT

State/Commonwealth of Colorado)
County of Mesa)

The record was acknowledged before me on December 27, 2025, by Michael R. Bennett as City Manager of The City of Grand Junction, a Colorado home rule municipality, on behalf of the municipality.

[Signature]
(Notary's official signature)

Notary
(Title of office)

4/4/2029
(Commission Expiration)



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: Mandy Hebert
Name: Mandy Hebert
Its: Mgr Real Estate

ACKNOWLEDGMENT

State/~~Commonwealth~~ of Texas)
County of Harris)

The record was acknowledged before me on December 30, 2025, by Mandy Hebert, as Mgr Real Estate 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.

Ashley Payne
(Notary's official signature)

Notary Public
(Title of office)

08-04-2029
(Commission Expiration)



DOCUMENT EXECUTION REQUEST



BU 857401 Deal ID(s) 303023

Site Name REDLANDS2

Lease Number(s) 390092

DEAL INFORMATION

Property Committee Approval: 11/1/2024

Crown Entity: CCATT LLC

Deal Type: Extension Bonus

ASR Option: N/A

ASR Candidate: N/A

First Time Install: N/A

Carrier: N/A

Existing Lease Area (sq.ft.): 275

Parcel IDs: 2947-223-00-221

Add Land Acquired (sq.ft.): 0

Land Option (sq.ft.): 0

Deal Consideration (Purchase Price/Pre-Payment/Bonus): \$ 0.00

Purchase Prorations: N/A

Environmental Due Diligence: N/A

LL Consent (subs): No

LL Consent (mods): No

Right of First Refusal: N/A

Effective Date: Upon full execution

Extension Terms: 4 additional 5-year terms and thereafter 1 additional 1-year term

Final Lease Expiration Date: 05/31/2050

Rent Change: Rent is unchanged, \$10,400.64 annually

Escalation: 7.5% escalation is unchanged

Revenue Share: 15% for all future subtenants

DEAL NOTES

21-year lease extension (4 additional 5-year terms and thereafter 1 additional 1-year term, new expiration date 5/31/2050)

TYPE OF DOCUMENTS

Select all that apply

To be Recorded

Amendment to Lease

Memorandum

Other:

State/County Recording Form Needed: No

Order Survey: No

Check Request? Yes No

SPECIALIST

Elijah Land

📞 469-788-7915

@ eland@md7.com

✉️ 950 W. Bethany Dr. Suite 700, Allen, TX

SIGNATURES

Vice President¹

Date

Director¹

Date

Manager¹

Date

Christopher R. Mykytiak, Esq.

12/23/2025

Attorney²

Date

Supervisor¹

Date

Elijah Land

12/23/2025

Specialist¹

Date

DEC 30 2025

¹ By signing above, I certify that (1) all reasonable steps have been taken to ensure that this document meets applicable company policies and procedures; (2) appropriate consultation has occurred with the business owner impacted by the document; (3) financial and business impacts have been accurately assessed; (4) all necessary internal approvals have been obtained, including but not limited to Capital Committee approval; and (5) the execution of the attached document does not exceed expenditure limit of signatory.

² By signing above, I certify that I have reviewed the attached document and I approve the document as to legal form and I further certify that the document complies with all substantive recording requirements in the state where the site is located, and all recording requirements if the document is to be recorded.