LAND LEASE AGREEMENT

This Land Lease Agreement (the "Agreement") made this ______ day of ______ 2017, between City of Grand Junction, with its principal offices located at 250 North 5th Street, Grand Junction, CO 81501, hereinafter designated LESSOR and CommNet Cellular, Inc. d/b/a Verizon Wireless with its principal offices at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920 (telephone number 866-862-4404), hereinafter designated LESSEE. LESSOR and LESSEE are at times collectively referred to hereinafter as the "Parties" or individually as the "Party."

WITNESSETH

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

- 1. <u>GRANT</u>. In accordance with this Agreement, LESSOR hereby grants to LESSEE the right to install, maintain and operate communications equipment ("Use") upon the Premises (as hereinafter defined), which are a part of that real property owned, leased or controlled by LESSOR at 728 24 Rd., Grand Junction, CO 81505 (the "Property"). The Property is legally described on Exhibit "A" attached hereto and made a part hereof. The Premises are a portion of the Property consisting of two ground lease areas measuring approximately 363 square feet and 210 square feet, and are shown in detail on Exhibit "B" attached hereto and made a part hereof. LESSEE may survey the Premises. Upon completion, the survey shall replace Exhibit "B" in its entirety.
- 2. <u>INITIAL TERM.</u> This Agreement shall be effective as of the date of execution by both Parties ("Effective Date"). The initial term of the Agreement shall be for 5 years beginning on the first day of the month following the Commencement Date (as hereinafter defined). The "Commencement Date" shall be the first day of the month after LESSEE begins installation of LESSEE's communications equipment, but shall in no event be later than 12 months after the Effective Date.
- 3. <u>EXTENSIONS</u>. This Agreement shall automatically be extended for 4 additional 5 year terms unless Lessee terminates it at the end of the then current term by giving LESSOR written notice of the intent to terminate at least 3 months prior to the end of the then current term. The initial term and all extensions shall be collectively referred to herein as the "Term".

RENTAL.

(a). Rent shall begin accruing on the Commencement Date and shall be \$13,500.00 per year, to be paid in equal monthly installments on the first day of the month, paid in advance to LESSOR at 250 North 5th Street, Grand Junction, CO 81501, or to such other person, firm, or place as LESSOR may, from time to time, designate in writing at least 30 days in advance of any rental payment date by notice given in accordance with Paragraph 20 below. LESSOR and LESSEE acknowledge and agree that the initial rental payment shall not be delivered by LESSEE until 90 days after the Commencement Date, but rent will accrue during that initial 90 day period. Upon agreement of the Parties, LESSEE may pay rent by electronic funds transfer and in such event, LESSOR agrees to provide to LESSEE bank routing information for such purpose upon request of Lessee.

Site Name: CO3 Caprock 096005.225/Land Lease Agreement

- (b). The annual rent for each 5 year extension term, including any additional extensions, shall be increased by 10% over the annual rental due during the immediately preceding 5 year term.
- (c). For any party to whom rental payments are to be made, LESSOR or any successor in interest of LESSOR hereby agrees to provide to LESSEE (i) a completed, current version of Internal Revenue Service Form W-9, or equivalent; (ii) complete and fully executed state and local withholding forms if required; and (iii) other documentation to verify LESSOR's or such other party's right to receive rental as is reasonably requested by LESSEE. Rental shall accrue in accordance with this Agreement, but LESSEE shall have no obligation to deliver rental payments until the requested documentation has been received by LESSEE. Upon receipt of the requested documentation, LESSEE shall deliver the accrued rental payments as directed by LESSOR.
- 5. ACCESS AND UTILITY. 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 ("Easement"), which shall be depicted on Exhibit "B". LESSEE may use the Easement for the installation, operation and maintenance of wires, cables, conduits and pipes for all necessary electrical, telephone, fiber and other similar support services. In the event it is necessary, LESSOR agrees to grant LESSEE or the provider the right to install such services on, through, over and/or under the Property, provided the location of such services shall be reasonably approved by LESSOR. LESSEE shall also have the non-exclusive use of three utility easements for the installation and maintenance of utility wires, poles, cables, conduits, and pipes as depicted on Exhibit "B". Notwithstanding anything to the contrary, the Premises shall include such additional space sufficient for LESSEE's radio frequency signage and/or barricades as are necessary to ensure LESSEE's compliance with Laws (as defined in Paragraph 27).
- 6. <u>CONDITION OF PROPERTY</u>. LESSOR shall deliver the Premises to LESSEE in a condition ready for LESSEE's Use and clean and free of debris. LESSOR represents and warrants to LESSEE that as of the Effective Date, the Premises (a) in compliance with all Laws; and (b) in compliance with all EH&S Laws (as defined in Paragraph 24).
- 7. <u>IMPROVEMENTS</u>. The communications equipment including, without limitation, the tower structure, antennas, conduits, fencing and other screening, and other improvements shall be at LESSEE's expense and installation shall be at the discretion and option of LESSEE. LESSEE shall have the right to replace, repair, add or otherwise modify its communications equipment, tower structure, antennas, conduits, fencing and other screening, or other improvements or any portion thereof and the frequencies over which the communications equipment operates, whether or not any of the communications equipment, antennas, conduits or other improvements are listed on any exhibit.
- 8. GOVERNMENT APPROVALS. LESSEE's Use is contingent upon LESSEE obtaining all of the certificates, permits and other approvals (collectively the "Government Approvals") that may be required by any Federal, State or Local authorities (collectively, the "Government Entities") as well as a satisfactory soil boring test, environmental studies, or any other due diligence Lessee chooses that will permit LESSEE's Use. LESSOR shall cooperate with LESSEE in its effort to obtain such approvals and shall take no action which would adversely affect the status of the Property with respect to LESSEE's Use.

- 9. <u>TERMINATION</u>. LESSEE may, unless otherwise stated, immediately terminate this Agreement upon written notice to LESSOR in the event that (i) any applications for such Government Approvals should be finally rejected; (ii) any Government Approval issued to LESSEE is canceled, 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; (vii) with 3 months prior notice to LESSOR, upon the annual anniversary of the Commencement Date; or (viii) at any time before the Commencement Date for any reason or no reason in LESSEE's sole discretion.
- 10. <u>INDEMNIFICATION</u>. Subject to Paragraph 11, LESSEE shall indemnify and hold harmless LESSOR against any claim of liability or loss from personal injury or property damage resulting from or arising out of the negligence or willful misconduct of the LESSEE, its employees, contractors or agents, or arising from the LESSEE's communications equipment, except to the extent such claims or damages may be due to or caused solely by the negligence or willful misconduct of the LESSOR, or its employees, contractors or agents. The LESSOR will provide the LESSEE with prompt, written notice of any claim covered by this indemnification; provided that any failure of the LESSOR to provide any such notice, or to provide it promptly, shall not relieve the LESSEE from its indemnification obligation in respect of such claim, except to the extent the LESSEE can establish actual prejudice and direct damages as a result thereof. The LESSOR will cooperate appropriately with the LESSEE in connection with the LESSEE's defense of such claim. The LESSEE shall defend LESSOR, at the LESSOR's request, against any claim with counsel reasonably satisfactory to the LESSOR. The LESSEE shall not settle or compromise any such claim or consent to the entry of any judgment without the prior written consent of LESSOR and without an unconditional release of all claims by each claimant or plaintiff in favor of LESSOR.
- INSURANCE. LESSEE shall, at its own cost and expense, maintain commercial general 11. liability insurance with limits of \$4,000,000 per occurrence for bodily injury (including death) and for damage or destruction, and shall include the LESSOR as an additional insured as their interest may appear under this Agreement. The Parties hereby waive and release any and all rights of action for negligence against the other which may hereafter arise on account of damage to the Premises or the Property, resulting from any fire, or other casualty which is insurable under "Causes of Loss - Special Form" property damage insurance or for the kind covered by standard fire insurance policies with extended coverage, regardless of whether or not, or in what amounts, such insurance is now or hereafter carried by the Parties, even if any such fire or other casualty shall have been caused by the fault or negligence of the other Party. These waivers and releases shall apply between the Parties and they shall also apply to any claims under or through either Party as a result of any asserted right of subrogation. All such policies of insurance obtained by either Party concerning the Premises or the Property shall waive the insurer's right of subrogation against the other Party. LESSOR maintains general liability insurance on the real property; LESSOR'S property is self-insured up to \$150,000, and covered up to \$10,000,000 through a governmental entity insurance pool. LESSEE will not be named an additional insured under the City's insurance and LESSEE'S personal property (tower, equipment and other facilities) are not insured under the City's policies.
- 12. <u>LIMITATION OF LIABILITY</u>. Except for indemnification pursuant to Paragraphs 10 and 24, a violation of Paragraph 29, or a violation of law, neither Party shall be liable to the other, or any of their respective agents, representatives, or employees for any lost revenue, lost profits, loss of technology, rights or services, incidental, punitive, indirect, special or consequential damages, loss of data, or

interruption or loss of use of service, even if advised of the possibility of such damages, whether under theory of contract, tort (including negligence), strict liability or otherwise.

13. INTERFERENCE.

- (a). LESSEE agrees that LESSEE will not cause interference that is measurable in accordance with industry standards to LESSOR's equipment. LESSOR agrees that LESSOR and other occupants of the Property will not cause interference that is measurable in accordance with industry standards to the then existing equipment of LESSEE.
- (b). Without limiting any other rights or remedies, if interference occurs and continues for a period in excess of 48 hours following notice to the interfering party via telephone to LESSEE'S Network Operations Center (at (800) 224-6620/(800) 621-2622) or to LESSOR at (970 244-1484), the interfering party shall or shall require any other user to reduce power or cease operations of the interfering equipment until the interference is cured.
- (c). The Parties acknowledge that there will not be an adequate remedy at law for noncompliance with the provisions of this Paragraph and therefore the Parties shall have the right to equitable remedies such as, without limitation, injunctive relief and specific performance.
- 14. REMOVAL AT END OF TERM. Upon expiration or within 90 days of earlier termination, LESSEE shall remove LESSEE's Communications Equipment (except footings) and restore the Premises to its original condition, reasonable wear and tear and casualty damage excepted. LESSOR agrees and acknowledges that the communications equipment shall remain the personal property of LESSEE and LESSEE shall have the right to remove the same at any time during the Term, whether or not said items are considered fixtures and attachments to real property under applicable laws. If such time for removal causes LESSEE to remain on the Premises after termination of the Agreement, LESSEE shall pay rent at the then existing monthly rate or on the existing monthly pro-rata basis if based upon a longer payment term, until the removal of the communications equipment is completed.
- 15. <u>HOLDOVER</u>. If upon expiration of the Term the Parties are negotiating a new lease or a lease extension, then this Agreement shall continue during such negotiations on a month to month basis at the rental in effect as of the date of the expiration of the Term. In the event that the Parties are not in the process of negotiating a new lease or lease extension and LESSEE holds over after the expiration or earlier termination of the Term, then Lessee shall pay rent at the then existing monthly rate or on the existing monthly pro-rata basis if based upon a longer payment term, until the removal of the communications equipment is completed.
- offer or letter of intent from any person or entity that is in the business of owning, managing or operating communications facilities or is in the business of acquiring landlord interests in agreements relating to communications facilities, to purchase fee title, an easement, a lease, a license, or any other interest in the Premises or any portion thereof or to acquire any interest in this Agreement, or an option for any of the foregoing, LESSOR shall provide written notice to LESSEE of said offer ("LESSOR's Notice"). LESSOR's Notice shall include the prospective buyer's name, the purchase price being offered, any other consideration being offered, the other terms and conditions of the offer, a description of the portion of and interest in the Premises and/or this Agreement which will be conveyed in the proposed transaction, and a copy of any letters of intent or form agreements presented to LESSOR by the third party offeror.

LESSEE shall have the right of first refusal to meet any bona fide offer of sale or transfer on the terms and conditions of such offer or by effectuating a transaction with substantially equivalent financial terms. If LESSEE fails to provide written notice to LESSOR that LESSEE intends to meet such bona fide offer within thirty (30) days after receipt of LESSOR's Notice, LESSOR may proceed with the proposed transaction in accordance with the terms and conditions of such third party offer, in which event this Agreement shall continue in full force and effect and the right of first refusal described in this Paragraph shall survive any such conveyance to a third party. If LESSEE provides LESSOR with notice of LESSEE's intention to meet the third party offer within thirty (30) days after receipt of LESSOR's Notice, then if LESSOR's Notice describes a transaction involving greater space than the Premises, LESSEE may elect to proceed with a transaction covering only the Premises and the purchase price shall be pro-rated on a square footage basis. Further, LESSOR acknowledges and agrees that if LESSEE exercises this right of first refusal, LESSEE may require a reasonable period of time to conduct due diligence and effectuate the closing of a transaction on substantially equivalent financial terms of the third party offer. LESSEE may elect to amend this Agreement to effectuate the proposed financial terms of the third party offer rather than acquiring fee simple title or an easement interest in the Premises. For purposes of this Paragraph, any transfer, bequest or devise of LESSOR's interest in the Property as a result of the death of LESSOR, whether by will or intestate succession, or any conveyance to LESSOR's family members by direct conveyance or by conveyance to a trust for the benefit of family members shall not be considered a sale for which LESSEE has any right of first refusal.

- 17. RIGHTS UPON SALE. Should LESSOR, at any time during the Term, decide (i) to sell or otherwise transfer all or any part of the Property, or (ii) to grant to a third party by easement or other legal instrument an interest in and to any portion of the Premises, such sale, transfer, or grant of an easement or interest therein shall be under and subject to this Agreement and any such purchaser or transferee shall recognize LESSEE's rights hereunder. In the event that LESSOR completes any such sale, transfer, or grant described in this Paragraph without executing an assignment of the Agreement whereby the third party agrees in writing to assume all obligations of LESSOR under this Agreement, then LESSOR shall not be released from its obligations to LESSEE under this Agreement, and LESSEE shall have the right to look to LESSOR and the third party for the full performance of the Agreement.
- 18. <u>LESSOR'S TITLE.</u> LESSOR covenants that LESSEE, on paying the rent and performing the covenants herein, shall peaceably and quietly have, hold and enjoy the Premises. LESSOR represents and warrants to LESSEE as of the Effective Date and covenants during the Term that LESSOR has full authority to enter into and execute this Agreement and that there are no liens, judgments, covenants, easement, restrictions or other impediments of title that will adversely affect LESSEE's Use.
- 19. <u>ASSIGNMENT</u>. Without any approval or consent of the other Party, this Agreement may be sold, assigned or transferred by either Party to (i) any entity in which the Party directly or indirectly holds an equity or similar interest; (ii) any entity which directly or indirectly holds an equity or similar interest in the Party; or (iii) any entity directly or indirectly under common control with the Party. LESSEE may assign this Agreement to any entity which acquires all or substantially all of LESSEE's assets in the market defined by the FCC in which the Property is located by reason of a merger, acquisition or other business reorganization without approval or consent of LESSOR. As to other parties, this Agreement may not be sold, assigned or transferred without the written consent of the other Party, which such consent will not be unreasonably withheld, delayed or conditioned. No change of stock ownership, partnership interest or control of LESSEE or transfer upon partnership or corporate dissolution of either Party shall constitute an assignment hereunder. LESSEE may sublet the Premises in LESSEE's sole discretion.

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

LESSOR:

City of Grand Junction 250 North 5th Street Grand Junction, CO 81501

LESSEE:

CommNet Cellular, Inc. d/b/a Verizon Wireless 180 Washington Valley Road Bedminster, New Jersey 07921 Attention: Network Real Estate

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

SUBORDINATION AND NON-DISTURBANCE. Within 15 days of the Effective Date, LESSOR shall obtain a Non-Disturbance Agreement, as defined below, from its existing mortgagee(s), ground lessors and master lessors, if any, of the Property. At LESSOR's option, this Agreement shall be subordinate to any future master lease, ground lease, mortgage, deed of trust or other security interest (a "Mortgage") by LESSOR which from time to time may encumber all or part of the Property; provided, however, as a condition precedent to LESSEE being required to subordinate its interest in this Agreement to any future Mortgage covering the Property, LESSOR shall obtain for LESSEE's benefit a non-disturbance and attornment agreement for LESSEE's benefit in the form reasonably satisfactory to LESSEE, and containing the terms described below (the "Non-Disturbance Agreement"), and shall recognize LESSEE's rights under this Agreement. The Non-Disturbance Agreement shall include the encumbering party's ("Lender's") agreement that, if Lender or its successor-in-interest or any purchaser of Lender's or its successor's interest (a "Purchaser") acquires an ownership interest in the Property, Lender or such successor-in-interest or Purchaser will honor all of the terms of the Agreement. Such Non-Disturbance Agreement must be binding on all of Lender's participants in the subject loan (if any) and on all successors and assigns of Lender and/or its participants and on all Purchasers. In return for such Non-Disturbance Agreement, LESSEE will execute an agreement for Lender's benefit in which LESSEE (1) confirms that the Agreement is subordinate to the Mortgage or other real property interest in favor of Lender, (2) agrees to attorn to Lender if Lender becomes the owner of the Property and (3) agrees to accept a cure by Lender of any of LESSOR's defaults, provided such cure is completed within the deadline applicable to LESSOR. In the event LESSOR defaults in the payment and/or other performance of any mortgage or other real property interest encumbering the Property, LESSEE, may, at its sole option and without obligation, cure or correct LESSOR's default and upon doing so, LESSEE shall be subrogated to any and all rights, titles, liens and equities of the holders of such mortgage or other real property interest and LESSEE shall be entitled to deduct and setoff against all rents that may otherwise become due under this Agreement the sums paid by LESSEE to cure or correct such defaults.

- 22. <u>DEFAULT</u>. It is a "Default" if (i) either Party fails to comply with this Agreement and does not remedy the failure within 30 days after written notice by the other Party or, if the failure cannot reasonably be remedied in such time, if the failing Party does not commence a remedy within the allotted 30 days and diligently pursue the cure to completion within 90 days after the initial written notice, or (ii) LESSOR fails to comply with this Agreement and the failure interferes with LESSEE's Use and LESSOR does not remedy the failure within 5 days after written notice from LESSEE or, if the failure cannot reasonably be remedied in such time, if LESSOR does not commence a remedy within the allotted 5 days and diligently pursue the cure to completion within 15 days after the initial written notice. The cure periods set forth in this Paragraph 22 do not extend the period of time in which either Party has to cure interference pursuant to Paragraph 13 of this Agreement.
- 23. <u>REMEDIES</u>. 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 and/or pursue any remedy now or hereafter available to the non-defaulting Party under the Laws or judicial decisions of the state in which the Property is located. Further, upon a Default, the non-defaulting Party may at its option (but without obligation to do so), perform the defaulting Party's duty or obligation. The costs and expenses of any such performance by the non-defaulting Party shall be due and payable by the defaulting Party upon invoice therefor. If LESSEE undertakes any such performance on LESSOR's behalf and LESSOR does not pay LESSEE the full undisputed amount within 30 days of its receipt of an invoice setting forth the amount due, LESSEE may offset the full undisputed amount due against all fees due and owing to LESSOR under this Agreement until the full undisputed amount is fully reimbursed to LESSEE.
- laws governing the protection of the environment or employee health and safety ("EH&S Laws"). LESSEE shall indemnify and hold harmless the LESSOR 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. LESSOR shall indemnify and hold harmless LESSEE from all claims resulting from the violation of any applicable EH&S Laws or a release of any regulated substance to the environment except to the extent resulting from the activities of LESSEE. The Parties recognize that LESSEE is only leasing a small portion of LESSOR's property and that LESSEE shall not be responsible for any environmental condition or issue except to the extent resulting from LESSEE's specific activities and responsibilities. In the event that LESSEE encounters any hazardous substances that do not result from its activities, LESSEE may relocate its facilities to avoid such hazardous substances to a mutually agreeable location or, if LESSEE desires to remove at its own cost all or some the hazardous substances or materials (such as soil) containing those hazardous substances, LESSOR agrees to sign any necessary waste manifest associated with the removal, transportation and/or disposal of such substances.
- 25. <u>CASUALTY</u>. If a fire or other casualty 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 may terminate this Agreement.
- 26. <u>CONDEMNATION</u>. If a condemnation of any portion of the Property or Premises impairs LESSEE's Use, Lessee may terminate this Agreement. LESSEE may on its own behalf make a claim in any condemnation proceeding involving the Premises for losses related to LESSEE's communications equipment, relocation costs and, specifically excluding loss of LESSEE's leasehold interest, any other damages LESSEE may incur as a result of any such condemnation.

27. <u>APPLICABLE LAWS</u>. During the Term, LESSOR shall maintain the Property in compliance with all applicable laws, EH&S Laws, rules, regulations, ordinances, directives, covenants, easements, consent decrees, zoning and land use regulations, and restrictions of record, permits, building codes, and the requirements of any applicable fire insurance underwriter or rating bureau, now in effect or which may hereafter come into effect (including, without limitation, the Americans with Disabilities Act and laws regulating hazardous substances) (collectively "Laws"). LESSEE shall, in respect to the condition of the Premises and at LESSEE's sole cost and expense, comply with (i) all Laws relating solely to LESSEE's specific and unique nature of use of the Premises; and (ii) all building codes requiring modifications to the Premises due to the improvements being made by LESSEE in the Premises. It shall be LESSOR's obligation to comply with all Laws relating to the Property, without regard to specific use (including, without limitation, modifications required to enable LESSEE to obtain all necessary building permits).

28. <u>TAXES</u>.

- (a). LESSOR shall invoice and LESSEE shall pay any applicable transaction tax (including sales, use, gross receipts, or excise tax) imposed on the LESSEE and required to be collected by the LESSOR based on any service, rental space, or equipment provided by the LESSOR to the LESSEE. LESSEE shall pay all personal property taxes, fees, assessments, or other taxes and charges imposed by any Government Entity that are imposed on the LESSEE and required to be paid by the LESSEE that are directly attributable to the LESSEE's equipment or LESSEE's use and occupancy of the Premises. Payment shall be made by LESSEE within 60 days after presentation of a receipted bill and/or assessment notice which is the basis for such taxes or charges. LESSOR shall pay all ad valorem, personal property, real estate, sales and use taxes, fees, assessments or other taxes or charges that are attributable to LESSOR's Property or any portion thereof imposed by any Government Entity.
- (b). LESSEE shall have the right, at its sole option and at its sole cost and expense, to appeal, challenge or seek modification of any tax assessment or billing for which LESSEE is wholly or partly responsible for payment. LESSOR shall reasonably cooperate with LESSEE at LESSEE's expense in filing, prosecuting and perfecting any appeal or challenge to taxes as set forth in the preceding sentence, including but not limited to, executing any consent, appeal or other similar document. In the event that as a result of any appeal or challenge by LESSEE, there is a reduction, credit or repayment received by the LESSOR for any taxes previously paid by LESSEE, LESSOR agrees to promptly reimburse to LESSEE the amount of said reduction, credit or repayment. In the event that LESSEE does not have the standing rights to pursue a good faith and reasonable dispute of any taxes under this paragraph, LESSOR will pursue such dispute at LESSEE's sole cost and expense upon written request of LESSEE.
- 29. <u>NON-DISCLOSURE</u>. The Parties agree this Agreement and any information exchanged between the Parties regarding the Agreement are confidential. The Parties agree not to provide copies of this Agreement or any other confidential information to any third party without the prior written consent of the other or as required by law. If a disclosure is required by law, prior to disclosure, the Party shall notify the other Party and cooperate to take lawful steps to resist, narrow, or eliminate the need for that disclosure.

30. INTENTIONALLY DELETED.

promises and This Agreement contains all agreements, 31. MISCELLANEOUS. understandings between the LESSOR and the LESSEE regarding this transaction, and no oral agreement, promises or understandings shall be binding upon either the LESSOR or the LESSEE in any dispute, controversy or proceeding. This Agreement may not be amended or varied except in a writing signed by all Parties. This Agreement shall extend to and bind the heirs, personal representatives, successors and assigns hereto. The failure of either party to insist upon strict performance of any of the terms or conditions of this Agreement or to exercise any of its rights hereunder shall not waive such rights and such party shall have the right to enforce such rights at any time. The performance of this Agreement shall be governed, interpreted, construed and regulated by the laws of the state in which the Premises is located without reference to its choice of law rules. Except as expressly set forth in this Agreement, nothing in this Agreement shall grant, suggest or imply any authority for one Party to use the name, trademarks, service marks or trade names of the other for any purpose whatsoever. LESSOR agrees to execute a Memorandum of this Agreement, which LESSEE may record with the appropriate recording officer. The provisions of the Agreement relating to indemnification from one Party to the other Party shall survive any termination or expiration of this Agreement.

[Signature page follows. The remainder of this page is intentionally blank.]

IN WITNESS WHEREOF, the Parties hereto have set their hands and affixed their respective seals the day and year first above written.

LESSOR. LESSEE:
CommNet Cellular Ing. d/b/a Verizon Wireless
By: White
Name:Rick Goldschmidt
Director Network Field Engineering
Date:
LESSOR:
The City of Grand Junction
By: Scott Work
Name: Sott Hockins
Its: Project Manager
Date: 10/16/17

EXHIBIT "A"

DESCRIPTION OF PROPERTY

Lots 29, 30, 31, and 32 and that part of Lot 28 which lies West of the Wash which cuts said Lot 28, all in Pomona Park, EXCEPT that part conveyed to Colorado Department of Highways by instrument recorded December 26, 1963 in Book 861 at Page 279, AND EXCEPT Beginning at the Southwest corner of Lot 31 of the Pomona Park and running thence North along the West boundary of said Lot 31 a distance of 145.80 feet, thence East 258.00 feet, thence South 145.80 feet to the South boundary of Lot 31, thence West 258.00 feet to the point of beginning, ALL IN MESA COUNTY, COLORADO. Together with any and all water, water rights, ditches and ditch rights of-way thereunto appertaining and/or used in connection therewith.

EXHIBIT "B"

SITE PLAN OF THE PREMISES

PROJECT DATA

SITE NAME: CO3 CAPROCK

ADDRESS: 730 24 RD, GRAND JUNCTION, CC 81505

LATITUDE: 39° 06' 47.63° LONGITUDE: 108° 36' 2143°

JURISDICTION: GRAND JUNCTION

BLILDING CODE: 2012 BC

VERIZON PROJECT #:

PROJ. SUMMARY: PROPOSED 50' TOWER AT CANYON VEW PARK; LIGHT POLE REPLACEMENT AT BASEBALL FELD. REPLACE TOWER/FOUNDATION OF EXISTING POLE AND RELOCATE CITY BALL LIGHT AT THE SAME MOUNT LEVEL VERZON TO EXTEND APPROXIMATELY TO OVER THE LIGHTS FOR ANTENNA SPACE TOWER TO ACCOMMODATE 2ND CARRER STRUCTURALLY FOR A 2ND CARRER

CODE INFORMATION:

PROPOSED CONSTRUCTION

CONSTRUCTION TYPE OCCUPANCY: STRUCTURE HEIGHT (T.O. MONOPOLE) STRUCTURE HEIGHT: (T.O. EQUIP PLATFORM) NO STORIES GROSS BUILDING AREA: BUILDING CODE:

B-UNMANNED ONE (9) 200 SF. 2012 BC

PROJECT CONTACTS

ARCHITECT: T-REX ARCHITEX 146 MADISON ST. SUITE 200

DENVER CO 80206 DON MITCHELL

303-388-2918

VERIZON WIRELESS CONSTRUCTION MANAGER 31G1 SOUTH VAUGHN WAY AUFORA CO 80014

MIKE GOVANNI

VERIZON WIRELESS

3131 SOUTH VAUGHN WAY AURORA, CO 80014

STRUCTURAL: STUDIO 818 ENGINEERING 3222 TEJON ST. STUDIO F **DENVER CO 80211**

CODY BOHALL

ELECTRICAL: KAZIN & ASSOCIATES 9364 TEDDY LANE SUITE 101 LONE TREE CO 80124

OWNER CITY OF GRAND JUNCTION GRAND JUNCTION CO

MARK MANCUSO

ZONING

CENTERLINE SOLUTIONS, LLC 16360 TABLE MOUNTAIN **COLDEN, CO 80403**

CHRIS STALEY

SURVEYOR

ALTURA SURVEYING INC. 6561 S REVERE PKWY SUITE 165 CENTENNIAL CO 8011

DETAIL NOIGATOR

SETBACK OR GAS LINE

ELECTRICAL TELCO



SYMBOL & MATERIAL LEGEND

VICINITY MAP

CO3-CAPROCK

CELLULAR SITE

ZONING DRAWINGS

verizon^v

BENCHMARK (MOIENES) 2 DOOR TAG

0 WALL TYPE

> CONTRACTOR VERIF PLUS OR MINUS CENTER-LINE

WOOD CONT WOOD BLOOKING

ELEVATION TAG

CHAN LINK FENCE

POVENING EARTH

DESCRIPTION OF AVEL THE PLANTING OF DAM

5400 TOTAL

PRINCIPALITY RIGID INSULATION

PART DASE BANC UNIT OVP OVER-VOLTAGE PROTECTION

DOE POUR DISTRIBUTION FRAME QQLI REMOTE QUOID HEAD

GENERAL NOTES

1 THE CONTRACTOR SHALL FIELD VERRY ALL EXISTING CONDITIONS RELATED TO THIS WORK PRIOR TO COMMENDING CONSTRUCTION AND VIST THE STE AND NOTIFY THE ARCHITECT OF ANY DISCREPANCES BETWEEN THE DOCUMENTS AND ACTUAL CONDITIONS THE CONTRACTOR SHALL CEITAIN WRITTEN CLARFICATION FROM THE ARCHITECT PROR TO PROCEEDING WITH ANY WORK

2. THIS SET OF PLANS IS INTENDED TO BE USED FOR DAGRAMMATIC PURPOSES ONLY DETAILS ARE INTENDED TO SHOW END RESULT OF DESOND DRAWMINGS ARE NOT TO BE SCALED WRITTEN DIMENSIONS TAKE PRECIDENCE.

3. ALL WORK PERFORMED AND MATERIALS INSTALLED SHALL COMPLY WITH ALL APPLICABLE CODES REGULATIONS AND DRONANCES OF ALL GOMERNON, DISSISSIONS OF CONTINUENCES OF ALL POST ALL NOTICES, SEGLER ALL PERMITS, AND COMPLY WITH ALL LIWIS RUES, RECULATIONS AND LAWRY, OFFCERS BEARING ON THE PERFORMANCE OF THE WORST.

A THE CONTRACTOR SHALL RECEIVE WRITTEN AUTHORIZATION TO A THE COMMACTOR SHALL RECEIVE WHITTEN AND PROCEED WITH CONSTRUCTION AND SHALL SUPERMSE AND DRECT THE PROJECT ACCORDING!Y THE CONTRACTOR SHALL BE SOLELY RESPONSILE FOR ALL CONSTRUCTION MEANS, METHODS. TECHNOLIES, SEQUENCES, AND PROCEDURES FOR ALL PORTIONS OF THE WORK UNDER THE CONTRACT.

S. THE CONTRACTOR SHALL MAKE NECESSARY PROVISIONS TO PROTECT EXISTING MEMOVALENTS, PRAINING, CURBING, ETC. CURING CONSTRUCTION, UPON COMPLETION, PATION HAD REPAIR ALL DAMAGED ITEMS. RESTORE EACH DISTURBED AREA TO PRE-CONSTRUCTION CONDITION.

6. THE WORK DESCRIBED BY THE DRAWNOS OF ANY ONE DISCIPLINE MAY BE AFFECTED AND REQUIRE REFERENCE TO THE WORK MAY BE AFFORD AND RECOME PEPERANE TO IT IN WORK DESCRIBED DEPARAMENTS OF AND HER DESCRIBED. IT IS THE CONTRACTORS REPORT AND COODINATE THE WORK OF ALL SUB-CONTRACTORS, TRACES, AND 7 OF SUPPLETS PROD TO COMMENCING CONSTRUCTION TO INSUFE THAT ALL PARTIES ARE AWARE OF OVERLAPPONS TOUR TO NO SUPPLETS.

7 ALL INTERRUPTED SYSTEMS SHALL BE COORDINATED WITH APPROPRIATE AUTHORITIES AND RESTORED TO ORIGINAL CONDITION AND OPERATION.

8 ALL DEMOUSHED ITEMS ARE TO BE REMOVED COMPLETELY FROM THE SITE.

9 CALL 3-DAYS BEFORE YOU DIG 1 NOTIFICATION HOTLING 1-800-922-1977 or 811

INDEX OF DRAWINGS

T10 TITLE SHEET 1.51 STE SLEVEY

LS2 STE S RVEY

Z10 SITE PLAN / CABLE LENGTHS

Z11 ENLARGED SITE PLANS / DIAGRAM

Z12 ENLARGED PLANS

Z2.0 ELEVATIONS Z30 MAGES / DETAILS

APPROVAL

THIS SPACE IS RESERVED FOR SIGNATURES OF INVOLVED PARTIES TO INDICATE THAT THEY HAVE REVIEWED THE ACCOMPANYING DOCUMENTS AND HAVE APPROVED THEM. CHANGES INTIATED AFTER APPROVALS HAVE BEEN GIVEN MAY RESULT IN ADDITIONAL DESIGN OR CONSTRUCTION COSTS

Mice Govern - Construction Manager

Date

Date

Date

PRELIMINARY NOT FOR CONSTRUCTION



PO JECT FOR



JULY 12, 2017

2D APPROVAL CD PRELIMINARY / REVIEW

RID SETS

PERMIT SUBMITTED DATE REVISIONS 7-12-17 100% ZONING DRAWINGS

C03-CAPROCK

CELL SITE ZD'S - ALT. #1 730 24 PD, GRAND JUNCTION CO 81505

COUNTY OF MESA STATE OF COLORADO

T1.0



INNERS SEEM

(esce estre)

INTERSTATE 70

Boundary Detail

Scale: 1" = 80'

GRAPHIC SCALE 0 15 30 FEET

EAST 1/4 COR SEC 33 FOUND 3" ALLMANUM CAP STAMPED US 38077

Site Detail

Scale: 1" = 30'

Vicinity Map - N.T.S.

Title Report PREPARED BY: US TITLE SOLUTIONS ORDER NO.: 56884-C01703-5034 EFFECTIVE DATE: APRIL 1 2017

Legal Description

LOTS 29, 30, 31, AND 32 AND THAT PART OF LOT 28 WHICH LIES MEST OF THE WASH WHICH CUTS SAID LOT 28, ALL IN PONONA PARX,

EXCEPT THAT PART CONNEYED TO COLUMNOO DEPARTMENT OF HIGHWAYS BY INSTRUMENT RECORDED DECEMBER 26, 1953 IN BOOK 861 AT PACE 279,

AND EXCEPT BECKNING AT THE SOURHEST CORNER OF LOT 31 OF THE POURDA FARK AND RUNNING TRENCH DEACH WORTH AURIC THE WEST ROUNDARY OF SUD LOT 31 A DISTANCE OF 145.80 FEET. THOSE SOUR 125.00 FEET THOSE SOUR 145.00 FEET TO THE SOURH SOURDARY OF LOT 31, THOSE REST 25.00 FEET TO THE POINT OF SECTIONING, ALL IN LIESA COUNTY, COLORAGO

Tocether with any and all water, water roots, ditches and ditch rights-of-way Thereinto appertance and/or used in connection therewish.

LINE LEGEND

. SUBJECT PARCEL BOX - SECTION LINES - - - - - - - - ADJONING PARCEL BOUNDARY UNES ------- EASEMENT UNES

- * RICHT OF WAY LINES * FLOOD PLANE LINES

- BARBED WIRE FONCE - CHANLINK FENCE - UNDERGROUND ELECTRIC LINES

- UNDERGROUND CAS LINES - OVERHEAD ELECTRIC UNES - - - - UNDERCROUND SANTARY SENER UNES

. UNDERCROUND TELEPHONE LINES - UNDERCROUND MATER LINES

Date of Survey JUNE 1, 2017

Basis of Bearings

Bench Mark

MESA COUNTY CONTROL POINT "TOTIO", ELEVATION - 4571.61 FEET (NAVO 88)

MATURAL CROUND
PARKING BOLLARD
POINT OF BEDINNING
POINT OF COMMENCEMEN
OVERHEAD ELECTRIC UNE
POWER POLE

POWER POLE
PROPERTY LINE
RICH! OF WAY
SEVER WANHOLE
SIGN POST
STREET LICHT STANDARS
TELEPHINE PEDESTAL
TOPICAL
NATER VETER
BATER VALVE

Assessor's Parcel No. 2701-333-00-150

Easements

7. DESIGNET BY LA REPRODUS AND MRS. LIB REPRODUS, MS WETE AND C.E. REPRODUS TO THE CHAND DURFTON AND CHAND FREE WALLEY RAUSHAY COMPANY, DUED 4/12/1910 RECORDED 4/2/1910 MS DOB 1825 PACK 147.
MOTES: EMSEMBLY FOR ELECTRIC PAULINY (DOES NOT AFFECT SURJECT PROPERTY).

(a) ACREPACH BY LEOWING LONG AND PALLAS V. LONG TO THE DEPARTMENT OF HIGHWAYS, STATE OF COLORADO, DATED 117/16/1963 RECORDED 12/26/1963 IN BOOK B861 PAGE 282. NOTES: ROCHES OF ACCESS, (PLOTTED HEREDM).

S. PATENT RECORDED 9/9/1890 IN BOOK 11 PAGE 50. (BLANKET IN MATURE).

10, MAP OF POMONA PARK NEAR CRAND JUNCTION, COLO. RECORDED 10/25/1891 IN PISTRUMENT NO. 12485. (NO EXSEMENTS SHOWN ON PLAT).

(ii) ACREDIDIT FOR ROUT OF FIRST REPUSAL DATED 11/8/1993 RECORDED 12/10/1993 IN 800K 2032 PACE 521, (PLUTTED HEREDIA).

12. AN ORDINANCE ANNEXING TERRITORY TO THE CITY OF CRAND JUNCTION, COLDINADO DATED 2/1/1995 RECORDED 4/13/1995 IN BOOK 2/38 PACE 814. (BLANKET IN NATURE).

Lease Area/Access & Utility Easements

Legend

CONCRETE PAVENEN CONFEROUS TREE DANETER

DECIDUOUS TREE EDICE OF ASPACT
FINSHED PLOOR
FINSH SURFACE
FIRE HORANT
FLOW LINE
FOUND MONUMENT AS NOTED
FOUND SECTION MONUMENT
FOR THE #,Q.K

CEDGRAPHIC LOCATION CAS WETER
URBIGATION CONTROL VALVE

Underground Utility Note:

UNDERGROUND UTILITY NOTE:

REQUIRING MORP PRIMES SOME NEON ME PER VOISE MO PAPART SERVE DEDOCT, EXCHANGE THE MORPH PRIME SOME PROPERTY OF THE CONSTRUCTION HAT LIKE SERVED THE MORPH PROPERTY OF THE CONSTRUCTION TO ANALYSIS OF THE MORPH PROPERTY OF THE MORPH PROPERY

Certificate of Survey

THE DOES NOT REPRESENT A MONUMENTED SURVEY.

SQUESCE IS MAD IN A COMMIND FOR THE MODIFICE, INSECT MODEL—COITEL—CAN,

FOR MAD THE MAD A COMMIND FOR THE MODIFICE OF MAD THE MAD THE MAD THE MODIFICE OF MODIFICE OF MAD THE MODIFICE OF MODIFICE OF MODIFICE OF MAD THE MODIFICE OF MODIFICE OF

7/6/17

3131 S. Yaughn Way, Suite 550 Aurora, CO. 80014 CAPROCK

verizonwireless

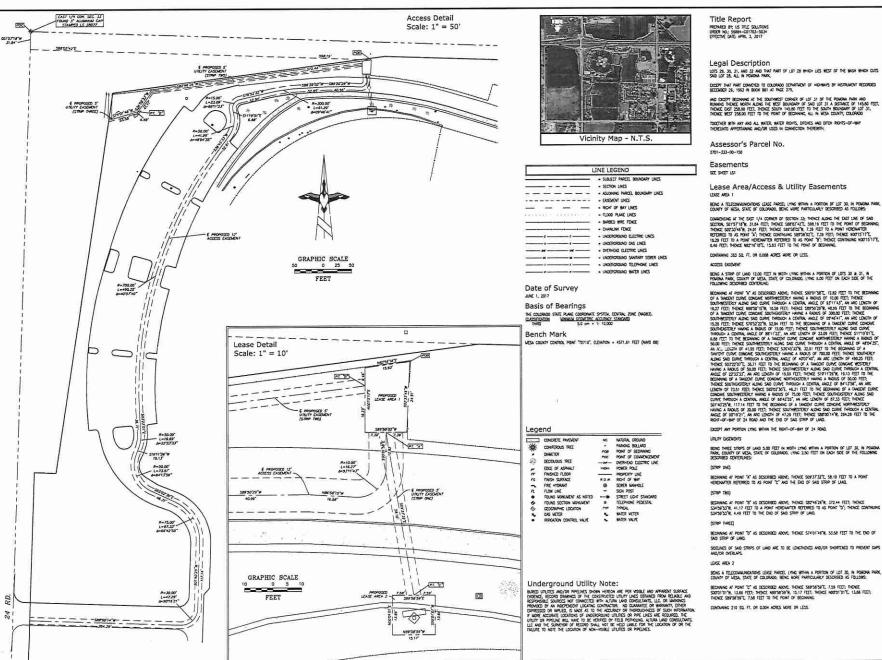
(946) 225-7

4

ALTORA

728 24 FD.
GRAND AMCDON, CO. 81505
COMPT OF UESA
TOPOGRAPHIC
SURVEY

C03



LOTS 29, 30, 31, AND 32 AND THAT PART OF LOT 28 WHICH LIES WEST OF THE WASH WHICH CUTS SAID LOT 28, ALL IN POLICIAN PARK

BEING A STRP OF LAND 12.00 FEET IN MOTH LYING WITHIN A PORTION OF LOTS 30 & 31, IN PONONA PARK, COUNTY OF MESA, STATE OF COLORADO, LYING 6.00 FEET ON EACH SIDE OF THE FOLLOWING DECORRED CONTINUES.

PROMOTE AND COUNTY OF CONTROLL.

RECEMBER A POINT "X' AS DECEMBER AND IT, HOME SON THE ST. PET IN DUE SEE AND THE ST. PET IN THE SEE AND T

BECANNIC AT POINT "B" AS DESCRIBED ABOVE, THENCE 58746"26"R, 372.44 FEET; THENCE SAYS932W, 41,77 FEET TO A POINT HEIGHANTER RETENED TO AS POINT "D"; THENCE CONTINUING SAYS932W, 44,97 FEET TO THE DIDL OF SAN STREP OF LANG.

socials of sao steps of land are to be lengthfold and/or systemed to prevent gaps and/or everups.

DATE						
APPROVED						
DEP1	A&C	RE	RF	1HE	EE/N	SS
		V 0			-	

A L T U

verizonwireless -222 (616) Suite 550 3131 S. Youghn Way. Aurora, CO. 80014

B-3

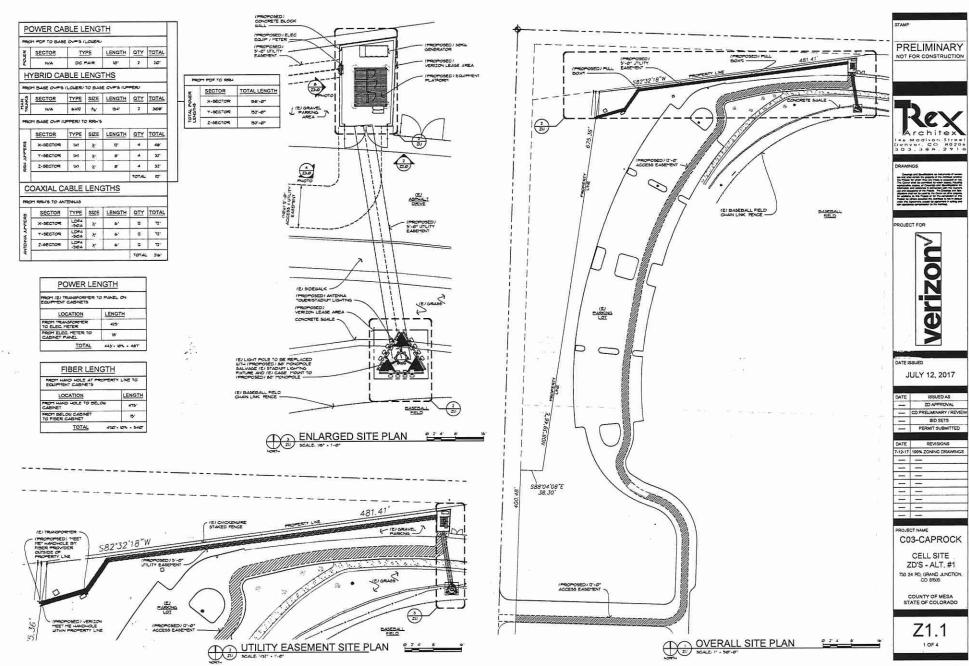
CRAND JANGTON, CO. 81505 COMPT OF UKSA TOPOGRAPHIC SURVEY

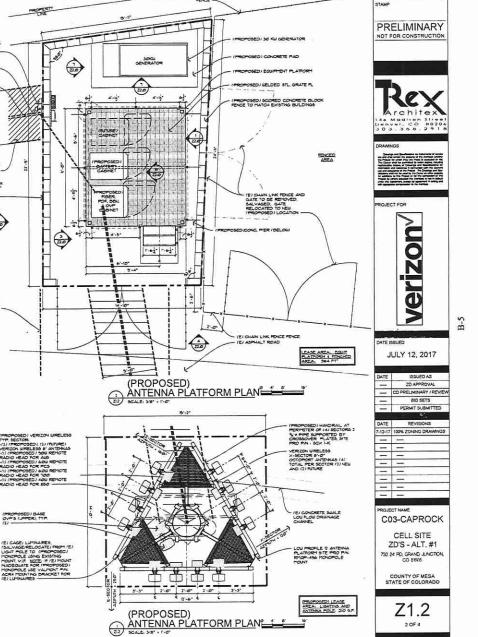
CAPROCK

C03

LS2

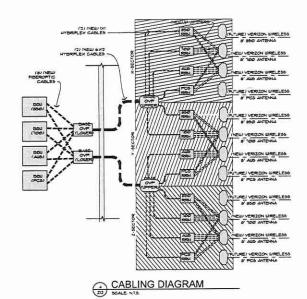


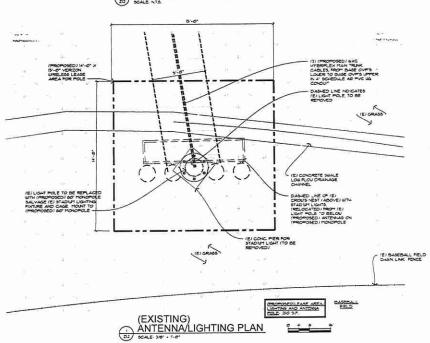


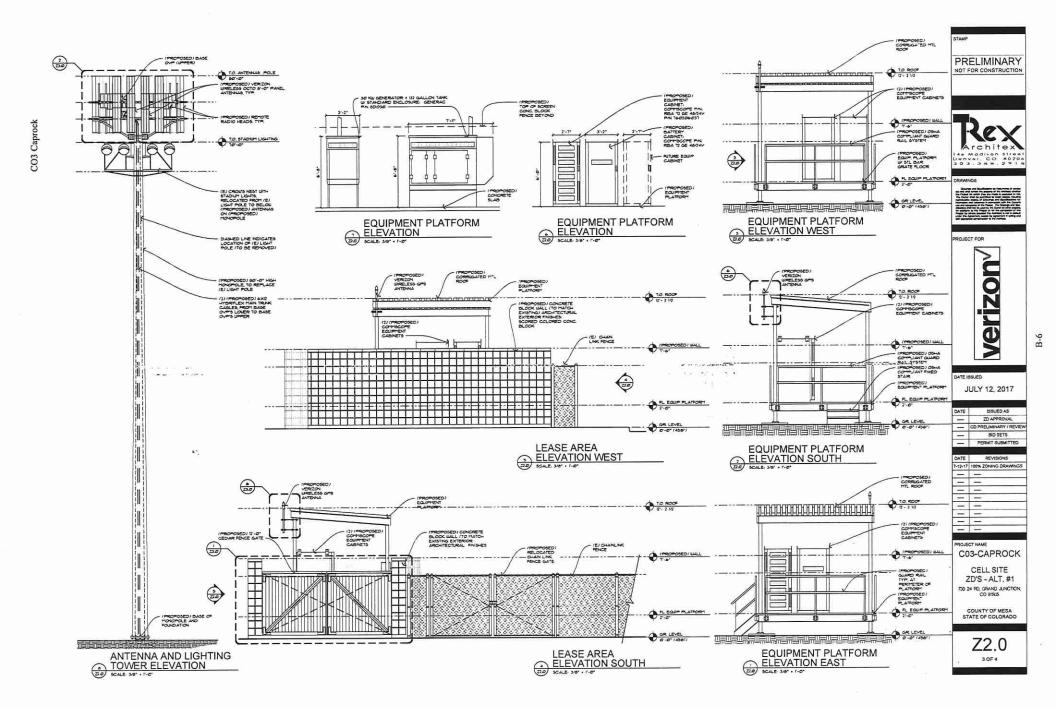


(PROPOSED) 5'-C'
UTILITY EASEMENT
(PROPOSED) 22'-5' X

(PROPOSED) 22'







/erizon[/]

JULY 12, 2017

- CD PRELIMINARY / REVIEW BID SETS
 PERMIT SUBMITTED

DATE ISSUED

DATE

PROJECT NAME

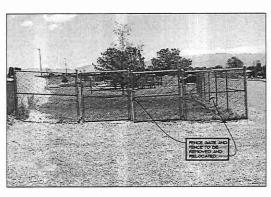
C03-CAPROCK CELL SITE ZD'S - ALT. #1

730 24 PD, GRAND JUNCTION, CO 8545

COUNTY OF MESA STATE OF COLORADO

Z3.0

4 OF 4







SITE PHOTO

