

**LEYDEN ROCK METROPOLITAN DISTRICT**  
**REGULAR MEETING**

Via Teleconference  
Tuesday, June 4<sup>th</sup>, 2024 at 6:00 P.M.  
<https://leydenrocklife.com/>

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Brett Vernon, President	Term to May 2027
Scott J. Plummer, Secretary	Term to May 2027
Jeff Cunningham, Treasurer	Term to May 2025
Christian Arditia, Assistant Secretary	Term to May 2025
VACANT	Term to May 2025

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<https://us06web.zoom.us/j/82980758096?pwd=T2cOmScTAEoUBlxOM8qbBiSX79yfJN.1>

Meeting ID: 829 8075 8096

Passcode: 523545

Call-in Number: +1-720-707-2699

**NOTICE OF REGULAR MEETING AND AGENDA**

1. Call to Order/Declaration of Quorum
2. Director Conflict of Interest Disclosures
3. Approval of Agenda
4. Public Comment – Members of the public may express their views to the Board on matters that affect the District on items not otherwise on the agenda. Comments will be limited to three (3) minutes per person.
5. District Management Matters
6. Director’s Matters
  - a. Consider Approval of Ground Lease with Crown Castle Towers for a Cellular Tower (**enclosure**)
  - b. Discussion Regarding Resignation of Director Batsel-Stewart and Appointment of Director
  - c. Other Director’s Matters
7. Other Business
8. Adjourn

**2024 Capital Projects Regular Meetings**

January 2; February 6; March 5; April 2; May 7; June 4; July 2; August 6; September 3; October 1; November 5;  
and December 3 at 6:00 p.m. via teleconference.

## OPTION AND GROUND LEASE AGREEMENT

THIS OPTION AND GROUND LEASE AGREEMENT (the "Agreement") is made effective this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ ("Effective Date") by and between \_\_\_\_\_ ~~[Insert Individual or Company]~~ Leyden Rock Metropolitan District, a quasi-municipal corporation and political subdivision of the State of Colorado ("Lessor") and CROWN CASTLE TOWERS 06-2 LLC, a Delaware limited liability company ("Lessee").

1. **Lessor's Property.** Lessor's Property shall refer to the parcel of land located in the \_\_\_\_\_ of \_\_\_\_\_, County of \_\_\_\_\_, Commonwealth/State of \_\_\_\_\_, as shown on the Tax Map of said County as Tax Parcel Number \_\_\_\_\_, being further described on **Exhibit "A"**.
2. **Leased Premises.** Leased Premises shall refer to that portion of Lessor's Property consisting of a parcel of approximately \_\_\_\_\_ 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 7.
3. **Grant of Option to Lease.** In consideration of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) ("Option Fee") to be paid by Lessee to Lessor within sixty (60) days of Lessee's execution of this Agreement, Lessor hereby grants to Lessee the Option, for a period of twelve (12) months, commencing on the Effective Date ("Option Period"), to lease the Leased Premises, on the terms and conditions set forth in this Agreement.

#### 4. **Due Diligence Investigation.**

(A) **Inspection Rights.** During the Option Period, and the Lease Term, 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 Lessor's Property that, in the sole opinion of Lessee, are 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"). Activities conducted in connection with Lessee's Due Diligence shall not be deemed to constitute exercise of the Option or commencement of construction of the Improvements, as defined in paragraph 11. Upon completion of Lessee's Due Diligence activities, Lessee shall promptly restore Lessor's Property to its prior condition, reasonable wear and tear excepted.

(B) **Temporary Access Road and Easement for Due Diligence.** To facilitate Lessee's Due Diligence, 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, as defined in paragraph 11, herein.

#### 5. **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 \_\_\_\_\_ (\_\_\_\_) additional one (1) year periods (each year an "Option Renewal Period") unless the Option is exercised or terminated by Lessee in accordance with the terms of this Agreement. Lessee shall pay Lessor the amount of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) ("Option Extension Fee") within sixty (60) days of the commencement of each Option Renewal 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 Option Renewal Period, by sending written notice of termination to Lessor.

(C) **Expiration of Option Period.** If, upon expiration of the Option Period or any Option Renewal Period, 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.

(D) **Exercise of Option.** Prior to expiration of the Option Period or any Option Renewal Period, 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 first day of the month following such exercise ("Commencement Date"), the Lease Term, as defined in paragraph 8 herein, shall commence and the Easements, as defined in paragraph 7, shall become effective.

**6. Lessor's Cooperation.** During the Option Period, any Option Renewal Period, and the Lease Term, Lessor shall: (i) cooperate with Lessee in its efforts to perform its Due Diligence and to obtain all of the certificates, permits, licenses and other approvals that Lessee, in its sole discretion, deems necessary for its intended use of the Leased Premises ("Approvals"), including all appeals; and (ii) take no action that would adversely affect the Leased Premises. 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 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.

**7. Leased Premises; Survey.** Following exercise of the Option, Lessee shall provide Lessor with a copy of a boundary 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 "Survey"). The 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"**.

**8. Easements.** Effective on the Commencement Date, 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: (i) an easement over such portion of Lessor's Property as is reasonably necessary to obtain or comply with any Approvals, including any landscaping requirements therein; (ii) a thirty foot (30') wide easement in the location shown in **Exhibit "B"**, as may be amended by **Exhibit "C"**, for access, ingress, egress and for construction purposes including without limitation staging and storing of equipment, vehicles, cranes and materials 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 (iii) a utility easement (the "Utility Easement") in the location shown in **Exhibit "B"**, as may be amended by **Exhibit "C"**, for the installation, repair, replacement and maintenance of utility wires, poles, fiber, 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"**, at the sole option of Lessee 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 [GUYED TOWER LANGUAGE]; and, (iv) an easement for a right to install, maintain and replace guy wires, and an easement over Lessor's Property extending from each guy wire anchor point to the guy wire attachment point on the tower, as shown in **Exhibit "B"**, as may be amended by **Exhibit "C"** (collectively, the "Easements"). TO HAVE AND TO HOLD the Easements for the purposes provided during the Lease Term and thereafter for a reasonable period of time for Lessee to remove its Improvements.

**9. Lease Term.** Effective upon the Commencement Date, Lessor leases the Leased Premises to Lessee for a period of five (5) years ("Initial Term"). This Agreement shall automatically be extended for \_\_\_\_ (\_\_\_\_) additional terms (each a "Renewal Term") of five (5) years each, together the ("Lease Term"), unless this Agreement is terminated pursuant to the provisions set forth herein.

**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 ninety (90) days' prior written notice. Upon such termination, 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. Rent.** Beginning on the Commencement Date, Lessee shall pay Lessor \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) per year, to be paid in equal monthly installments of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) ("Rent"). The first payment of Rent shall be due and payable on the first day of the first full month following the Commencement Date. On the first anniversary of this date thereafter, the Rent shall increase by one percent (1%) above the Rent being paid during the most recent year.

**12. Use of Property.** The Leased Premises and the Easements shall be used for the purpose of (i) constructing, maintaining, and operating communications facilities, including without limitation, tower structures, antenna support structures, fencing, cabinets,

meter boards, buildings, antennas, radios, cables, fiber, data storage systems and related communications equipment (“Improvements”) and, (ii) any uses incidental thereto, including without limitation, use of back-up power systems, and installation of equipment to accommodate new technologies or future innovations for receiving, storing and transmitting signals for Lessee’s use and the use of its sublessees, licensees customers, or invitees (collectively the “Permitted Use”). Lessee may place a security fence, around the perimeter of the Leased Premises. All Improvements shall be constructed at Lessee’s sole expense. Lessee will maintain the Leased Premises in a safe condition. It is the intent of the parties that Lessee’s Improvements shall not constitute a fixture.

### **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. To the extent permitted 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.

(C) For purposes of this Agreement, the term “Hazardous Materials” 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 Laws” 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 Materials.

**14. Insurance.** At all times during the performance of its Due Diligence 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. At a minimum, said insurance shall include Commercial General Liability coverage in an amount not less than ~~\$24,000,000.00~~ per occurrence and \$2,000,000.00 in the aggregate, and shall name the Lessor as an additional insured. The required limits recited herein may be met by primary and excess or umbrella policies covering other locations. Upon Lessor’s written request, which request shall not exceed once per year, Lessee will provide Lessor with a copy of the certificate of insurance evidencing such coverage.

**15. Removal of Obstructions.** Lessee has the right to remove obstructions from Lessor’s Property, including but not limited to vegetation, which may encroach upon, interfere with or present a hazard to Lessee’s use of the Leased Premises or the Easements.

**16. Right of First Refusal.** If, during the Option Period, any Option Renewal Period, or the Lease Term, Lessor receives an offer that it intends to accept, to purchase, make a loan, or give any consideration in exchange for any of the following interests in all or a portion of the Leased Premises: (i) fee title, (ii) a perpetual or other easement, (iii) a lease, (iv) any present or future possessory interest, (v) any or all portions of Lessor’s interest in this Agreement including rent or (vi) an option to acquire 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, and 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 Property is to be sold, a description of said portion. Lessee shall have a right of first refusal to purchase, at its election and on the terms and conditions as in Lessor’s Notice a fee simple interest in Lessor’s Property or Leased Premises or a perpetual easement for the Leased Premises. If the Lessor’s Notice is for more than the Leased Premises and Lessee elects to purchase in fee or acquire a perpetual easement in only the Leased Premises, the terms and conditions of said acquisition shall be the same terms and conditions as in Lessor’s Notice but the purchase price shall be pro-rated on an acreage basis. If Lessee does not exercise its right of first refusal by written notice to

Lessor given within thirty (30) days, Lessor may sell the property described in the Lessor's Notice. If Lessee declines to exercise its right of first refusal, then this Agreement shall continue in full force and effect and Lessee's right of first refusal shall survive any such conveyance.

**17. Real Estate Taxes.** 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. Notwithstanding any language in this section to the contrary, Lessee shall not be obligated to reimburse Lessor for any applicable taxes, unless Lessor requests such reimbursement, and provides Lessee with documentation supporting any such payment(s), within one (1) year after the date such taxes became due.

**18. 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.

**19. 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 ninety (90) 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 three months' Rent.

(C) **Consequences of Lessor's Default.** In the event that Lessor is in default beyond the applicable periods set forth above, Lessee shall have the right to injunctive relief, to require specific performance of this Agreement, to pursue an action for damages, terminate this Lease, vacate the Leased Premises and be relieved from all further obligations under this Agreement; and to perform the obligation(s) of Lessor specified in such notice, and charge Lessor for any expenditures reasonably made by Lessee in so doing or set-off from Rent any amount reasonably expended by Lessee as a result of such default.

**20. Limitation on Damages.** In no event shall either party be liable to the other 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.

**21. Hold Harmless.** To the extent permitted by law, Each party shall indemnify and defend the other party against, and hold the other party harmless from, any claim of liability or loss from personal injury or property damage arising from the use and occupancy of the Leased Premises or Lessor's Property by such indemnifying party, its employees, contractors, servants or agents, except to the extent such claims are caused by the intentional misconduct or negligent acts or omissions of the other party, its employees, contractors, servants or agents.

**22. 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.

**23. Interference with Lessee's Business.** Lessor agrees that it will not permit the construction, installation or operation on Lessor's Property of (i) any additional wireless communications facilities or (ii) any equipment or device that interferes with Lessee's use of the Leased Premises for a wireless communications facility. Each of the covenants made by Lessor in this Section is a covenant running with the land for the benefit of the Leased Premises.

**24. 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 pursue all available remedies at law or equity.

**25. Applicable Law and Venue.** 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 in the state or federal courts in the county where the Leased Premises is located.

**26. 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 the parties at the following addresses:

Lessor:

~~Lessor's Primary Contact~~ [Leyden Rock Metropolitan District](#)  
~~Lessor's Notice Address/o~~ [Advance HOA Management](#)  
~~Lessor's City, State, and Zip~~ [17685 W. 83<sup>rd</sup> Drive](#)  
[Arvada, CO 80007](#)

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Lessee:

Crown Castle Towers 06-2 LLC  
Attn: Legal - Real Estate  
2000 Corporate Drive  
Canonsburg, PA 15317-8564

**27. 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 such default within fifteen (15) days after such notice with respect to monetary defaults and within a commercially reasonable time after such notice with respect to any non-monetary default.

**28. Mortgages.** In the event that the Leased Premises is currently encumbered or shall become encumbered by such a mortgage, Lessor shall obtain and furnish to Lessee a non-disturbance agreement for each such mortgage, in recordable form.

**29. Sale of Property.** If during the Option Period, any Option Renewal Period, 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.

**30. Surrender of Property.** Upon expiration or termination of this Agreement, Lessee shall, within a reasonable time, 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.

**31. 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.

**32. 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 Improvements now or hereafter located on the Leased Premises.

**33. Miscellaneous.**

**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.

**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.

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.

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.

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.

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.

Electronic Signatures. Each party agrees that the electronic signatures of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. As used herein, "electronic signature" means any electronic sound, symbol, or process attached to or logically associated with this Agreement and executed and adopted by a party with the intent to sign such Agreement, including facsimile or email electronic signatures.

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 Lessor's 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.

Governmental Immunity. Nothing in this Agreement shall be construed to waive, limit, or otherwise modify, in whole or in part, any governmental immunity that may be available by law to the Lessor, its respective officials, employees, contractors, or agents, or any other person acting on behalf of the Lessor and, in particular, governmental immunity afforded or available to the Lessor pursuant to the Colorado Governmental Immunity Act, §§ 24-10-101, *et seq.*, C.R.S.

Subject to Annual Appropriation and Budget. The Lessor does not intend hereby to create a multiple-fiscal year direct or indirect debt or other financial obligation whatsoever. The performance of those obligations of the Lessor pursuant to this Agreement requiring budgeting and appropriation of funds are subject to annual budgeting and appropriations. The Lessee expressly understands and agrees that the Lessor's obligations under this Agreement shall extend only to monies appropriated for the purposes of this Agreement by the Board and shall not constitute a mandatory charge, requirement or liability in any ensuing fiscal year beyond the then-current fiscal year. No provision of this Agreement shall be construed or interpreted as a delegation of governmental powers by the Lessor, or as creating a multiple-fiscal year direct or indirect debt or other financial obligation whatsoever of the Lessor or statutory debt limitation, including, without limitation, Article X, Section 20 or Article XI, Section 6 of the Constitution of the State of Colorado. No provision of this Agreement shall be construed to pledge or to create a lien on any class or source of Lessor's funds. The Lessor's obligations under this Agreement exist subject to annual budgeting and appropriations, and shall remain subject to the same for the entire term of this Agreement.

[Execution Page Follows]

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**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:**

LEYDEN ROCK METROPOLITAN DISTRICT, a quasi-municipal corporation and political subdivision of the State of Colorado

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Title (if any): \_\_\_\_\_

Date: \_\_\_\_\_

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

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title (if any): \_\_\_\_\_

Date: \_\_\_\_\_

[Add notary or attestation, as required by state law]



**EXHIBIT "A"**

[Insert description of Lessor's Property or attach a recorded copy of Lessor's deed as Exhibit "A" and insert here]

**EXHIBIT "B"**

[Label site sketch, including Easements, as Exhibit "B" and insert here]

**EXHIBIT "C"**

[Attach boundary survey once obtained]



150'-0"  
Monopole Tower

**Photo Log:**

<u>View Location</u>	<u>Coordinates</u>		
<b>Tower</b>	<b>39.856914, -105.195406</b>		
1	39.8548, -105.19282	Visible	1.050' SE from the proposed Tower
2	39.856, -105.19115	Visible	1.250' SE from the proposed Tower
3	39.85438, -105.19228	Visible	1.260' SE from the proposed Tower
4	39.85237, -105.19479	Visible	1,675' SE from the proposed Tower
5	39.85454, -105.19888	Visible	1,310' SW from the proposed Tower
6	39.85813, -105.19129	Visible	1,240' NE from the proposed Tower

Existing View



04/09/2024 11:29

Existing View



04/09/2024 11:36



Existing View

04/09/2024 11:39

Existing View



04/09/2024 11:57



Existing View



04/09/2024 12:00

Existing View



04/09/2024 12:13