

**SUBJECT: APPROVAL OF RESOLUTION NO. 6, SERIES 2025 – A
RESOLUTION APPROVING A STRUCTURE LEASE
AGREEMENT FOR WIRELESS EQUIPMENT AT THE
LOUISVILLE RECREATION & SENIOR CENTER**

DATE: FEBRUARY 18, 2025

**PRESENTED BY: ADAM BLACKMORE, PROS DIRECTOR
KATHY MARTIN, RECREATION & SENIOR SERVICES
SUPERINTENDENT**

SUMMARY:

Several months ago, New Cingular Wireless PCS, LLC approached the City of Louisville Parks and Recreation Department requesting permission to install wireless communication equipment at the Louisville Recreation & Senior Center. This site aims to improve cell service as well as increase data speed to the community. The site lease agreement with Cingular Wireless PCS, LLC may be summarized as follows:

- Five (5) year term with (5) successive renewal periods subject to City's right of termination and subject to a sixty (60) day notice of termination prior to the succeeding renewal term.
- The City of Louisville will receive rent of \$2,500 per month and in year 2 of the initial term and each year after the monthly rent will increase by 2% each year.
- New Cingular Wireless is required to remove all equipment and return the premises to the City of Louisville in good, usable condition upon termination of the agreement. Normal wear and tear expected.
- At New Cingular Wireless PCS, LLC sole cost and expense as necessary, a separate meter or sub-meter for electrical service and other utility charges in connection with New Cingular use and operation shall be the responsibility of New Cingular Wireless PCS, LLC.

FISCAL IMPACT:

Per the terms of this Site Lease this will generate \$2,500/mo. to the City of Louisville in 2025 with stated incremental increases in following years of the agreement.

RECOMMENDATION:

Staff recommends that the City Council approve the Site Lease Agreement between New Cingular Wireless PCS, LLC and the City of Louisville and approve Resolution No. Series 2025

ATTACHMENT(S):

1. Resolution No. 6, Series 2025
2. Lease Agreement
3. Memorandum of Lease Agreement

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STRATEGIC PLAN IMPACT:

☒	 Financial Stewardship & Asset Management	☐	 Reliable Core Services
☐	 Vibrant Economic Climate	☒	 Quality Programs & Amenities
☐	 Engaged Community	☐	 Healthy Workforce
☒	 Supportive Technology	☐	 Collaborative Regional Partner

**RESOLUTION NO. 6
SERIES 2025**

**A RESOLUTION APPROVING A STRUCTURE LEASE AGREEMENT FOR
WIRELESS EQUIPMENT AT THE LOUISVILLE RECREATION AND SENIOR
CENTER**

WHEREAS, pursuant to Section 3.04.130(B) of the Louisville Municipal Code, any lease of City property for a term beyond more than one fiscal year must be approved by the City Council by ordinance or resolution, as the City Council shall determine; and

WHEREAS, there has been prepared a Structure Lease Agreement between the City and New Cingular Wireless PCS, LLC for the lease of a portion of the roof and ground space at the Louisville Recreation and Senior Center for New Cingular's wireless equipment; and

WHEREAS, the City Council by this Resolution desires to approve the Structure Lease Agreement.

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

Section 1. The Structure Lease Agreement, including the Memorandum of Lease, between the City of Louisville and New Cingular Wireless PCS, LLC (the "Agreement"), a copy of which Agreement accompanies this Resolution, is hereby approved.

Section 2. The Mayor and City Clerk are hereby authorized to execute the Agreement, and the Mayor is hereby further authorized to negotiate and approve such revisions to the Agreement as the Mayor determines are necessary or desirable for the protection of the City, so long as the essential terms and conditions of the Agreement are not altered.

PASSED AND ADOPTED this 18th day of February, 2025.

Christopher M. Leh, Mayor

ATTEST:

Genny Kline, Interim City Clerk

Market: RMR
Cell Site Name: COL05398
Search Ring Name: Pine and Via Appia Way
Fixed Asset Number: 12734395

STRUCTURE LEASE AGREEMENT

THIS STRUCTURE AGREEMENT ("**Agreement**"), dated as of the latter of the signature dates below (the "**Effective Date**"), is entered into by City of Louisville, a Colorado municipal corporation, having a mailing address of 749 Main Street, Louisville, Colorado 80027 ("**Landlord**") and New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address of 1025 Lenox Park Blvd NE, 3rd Floor, Atlanta, GA 30319 ("**Tenant**").

BACKGROUND

Landlord owns or controls that certain plot, parcel or tract of land, as described on **Exhibit 1**, improved with a structure (the "**Structure**"), together with all rights and privileges arising in connection therewith, located at 900 Via Appia Street, City of Louisville, in the County of Boulder, State of Colorado 80027 (collectively, the "**Property**"). Landlord desires to grant to Tenant the right to use a portion of the Property in accordance with this Agreement.

The parties agree as follows:

1. LEASE OF PREMISES. Landlord hereby leases to Tenant a portion of the Property consisting of:

- (a) approximately 300 square feet including the air space above such ground space, as described on attached **Exhibit 1**, for the placement of Tenant's Communication Facility;
- (b) space for any structural steel or other improvements to support Tenant's equipment (collectively, the space referenced in (a) and (b) is the "**Equipment Space**");
- (c) that certain space on the Structure, as generally depicted on **Exhibit 1**, measuring approximately 1,177 square feet in total, including the air space above same, where Tenant shall have the right to install its antennas and other equipment (collectively, the "**Antenna Space**"); and
- (d) those certain areas where Tenant's conduits, wires, cables, cable trays and other necessary connections are located between the Equipment Space and the Antenna Space, and between the Equipment Space and the electric power, telephone, and fuel sources for the Property (hereinafter collectively referred to as the "**Connection Space**"). Landlord agrees that Tenant shall have the right to install connections between Tenant's equipment in the Equipment Space and Antenna Space; and between Tenant's equipment in the Equipment Space and the electric power, telephone, and fuel sources for the Property, and any other improvements. Landlord further agrees that Tenant shall have the right to install, replace and maintain utility lines, wires, poles, cables, conduits, pipes and other necessary connections over or along any right-of-way extending from the aforementioned public right-of-way to the Premises. The Equipment Space, Antenna Space, and Connection Space, are hereinafter collectively referred to as the "**Premises**."

2. PERMITTED USE. Tenant may use the Premises for the transmission and reception of communications signals and the installation, construction, maintenance, operation, repair, replacement and upgrade of communications fixtures and related equipment, cables, accessories and improvements, which may include a suitable support structure, associated antennas, equipment shelters or cabinets and fencing and any other items necessary to the successful and secure use of the Premises (the "**Communication Facility**"), as well as the right to test, survey and review title on the Property (collectively, the "**Permitted Use**"). If **Exhibit 1** includes drawings of the initial installation of the Communication Facility, Landlord's execution of this Agreement will signify Landlord's approval of **Exhibit 1**. If **Exhibit 1** does not include such drawings, Tenant shall, prior to commencement of any

work on the Premises, submit plans and specifications ("**Site Plans**") for Landlord's approval, which approval shall not be unreasonably delayed, conditioned, or withheld. For a period of ninety (90) days following the start of construction, Landlord grants Tenant, its subtenants, licensees and sublicensees, the right to use such portions of the Landlord's contiguous, adjoining or surrounding property (the "**Surrounding Property**") as may reasonably be required during construction and installation of the Communication Facility. Provided they are shown on **Exhibit 1** or on Site Plans approved by Landlord, Tenant has the right to install and operate transmission cables from the equipment shelter or cabinet to the antennas, electric lines from the main feed to the equipment shelter or cabinet and communication lines from the Property's main entry point to the equipment shelter or cabinet, install a generator and to make other improvements, alterations, upgrades or additions appropriate for Tenant's Permitted Use, including the right to construct a fence around the Premises or equipment, install warning signs to make individuals aware of risks, install protective barriers, install any other control measures reasonably required by Tenant's safety procedures or applicable law, and undertake any other appropriate means to secure the Premises or equipment at Tenant's expense. Any changes to **Exhibit 1** or the Site Plans approved by Landlord must be agreed to in writing, in advance by Landlord; provided however, Tenant shall be permitted to make "**Like-for-Like Modifications**" without prior approval of Landlord. "**Like-for-Like Modifications**" means removal of all or any portion of the Tenant's equipment on or within the Premises (the "**Old Equipment**") and replacing the same with similar and comparable equipment (collectively, the "**Replacement Equipment**") but only so long as the Replacement Equipment does not trigger or cause: (i) additional permitting/regulatory requirements or compliance on Tenant, (ii) a material adverse effect on the structural integrity or loading of the Structure (iii) interference in contravention of Tenant's obligations under Section 8, and/or (iv) Tenant to occupy any additional space on the Property outside of the Premises. All improvements shall be at Tenant's expense.

3. TERM.

(a) The initial lease term will be five (5) years (the "**Initial Term**"), commencing on the Effective Date. The Initial Term will terminate on the fifth (5th) anniversary of the Effective Date.

(b) This Agreement will automatically renew for four (4) additional five (5) year term(s) (each additional five (5) year term shall be defined as an "**Extension Term**"), upon the same terms and conditions set forth herein unless Tenant notifies Landlord in writing of Tenant's intention not to renew this Agreement at least sixty (60) days prior to the expiration of the Initial Term or the then-existing Extension Term or unless otherwise terminated as provided herein.

(c) If Tenant occupies the Premises beyond the final Extension Term without Landlord's written consent ("**Hold Over Term**"), Tenant will be deemed to occupy the Premises on a month-to-month basis, terminable by either party upon thirty (30) days written notice to the other party. Monthly rent during the Hold Over Term shall be equal to one hundred and fifty percent (150%) of the Rent paid for the last month of the final Extension Term.

(d) The Initial Term, any Extension Terms, and any Holdover Term are collectively referred to as the "**Term**."

4. RENT.

(a) Commencing on the first day of the month following the date that Tenant commences construction (the "**Rent Commencement Date**"), Tenant will pay Landlord on or before the fifth (5th) day of each calendar month in advance, Two Thousand Five Hundred and No/100 Dollars (\$2,500.00) (the "**Rent**"), at the address set forth above. In any partial month occurring after the Rent Commencement Date, the Rent will be prorated. The initial Rent payment will be forwarded by Tenant to Landlord within ninety (90) days after the Rent Commencement Date.

(b) In year two (2) of the Initial term, and each year thereafter, including throughout any Extension Term exercised, the monthly Rent will increase by two percent (2%) over the Rent paid during the previous year.

(c) All charges payable under this Agreement such as utilities and taxes shall be billed by Landlord within one (1) year from the end of the calendar year in which the charges were incurred; any

charges beyond such period shall not be billed by Landlord, and shall not be payable by Tenant. The foregoing shall not apply to monthly Rent which is due and payable without a requirement that it be billed by Landlord. The provisions of this subsection shall survive the termination or expiration of this Agreement.

5. APPROVALS.

(a) Landlord agrees that Tenant's ability to use the Premises is contingent upon the suitability of the Premises and Property for the Permitted Use and Tenant's ability to obtain and maintain all governmental licenses, permits, approvals or other relief required of or deemed necessary or appropriate by Tenant for its use of the Premises, including without limitation applications for zoning variances, zoning ordinances, amendments, special use permits, and construction permits (collectively, the "**Government Approvals**"). Landlord authorizes Tenant to prepare, execute and file all required applications to obtain Government Approvals for the Permitted Use and agrees to reasonably assist Tenant with such applications and with obtaining and maintaining the Government Approvals.

(b) Notwithstanding anything in this Agreement to the contrary, Tenant acknowledges and agrees that: (i) the issuance by the City of Louisville of any land use, zoning, building or other permits or approvals for Tenant's proposed use are matters subject to the regulatory authority and quasi-judicial or administrative discretion of the City of Louisville; (ii) no promise of or agreement to the issuance of such approvals and permits has been given or made by Landlord; and (iii) Tenant may not submit any application to change the zoning classification of the Property, or submit any land use or zoning permit applications for any equipment or facilities not approved by Landlord pursuant to this Agreement without first obtaining Landlord's written consent.

(c) Tenant has the right to obtain a title report or commitment for a leasehold title policy from a title insurance company of its choice and to have the Property surveyed by a surveyor of its choice.

(d) Tenant may also perform and obtain, at Tenant's sole cost and expense, soil borings, percolation tests, engineering procedures, environmental investigation or other tests or reports on, over, and under the Property, necessary to determine if Tenant's use of the Premises will be compatible with Tenant's engineering specifications, system, design, operations or Government Approvals.

(e) Tenant shall coordinate with Landlord in advance all access to the Property for purposes of conducting Tenant's investigations, and during such investigations Tenant shall not enter the roof or any other non-public area of the Property without being accompanied by a representative of Landlord. Tenant shall at its expense restore the surface of any areas disturbed by such investigations to the condition that existed prior to such inspection.

6. TERMINATION. This Agreement may be terminated, without penalty or further liability, as follows:

(a) by either party on thirty (30) days prior written notice, if the other party remains in default under Section 15 of this Agreement after the applicable cure periods;

(b) by Tenant upon written notice to Landlord, if Tenant is unable to obtain, or maintain, any required approval(s) or the issuance of a license or permit by any agency, board, court or other governmental authority necessary for the construction or operation of the Communication Facility as now or hereafter intended by Tenant; or if Tenant determines, in its sole discretion that the cost of or delay in obtaining or retaining the same is commercially unreasonable;

(c) by Tenant, upon written notice to Landlord, if Tenant determines, in its sole discretion, due to the title report results or survey results, that the condition of the Premises is unsatisfactory for its intended uses;

(d) by Tenant upon written notice to Landlord for any reason or no reason, at any time prior to commencement of construction by Tenant; or

(e) by Tenant upon sixty (60) days' prior written notice to Landlord for any reason or no reason, so long as Tenant pays Landlord a termination fee equal to three (3) months' Rent, at the then-current rate, provided, however, that no such termination fee will be payable on account of the termination of this Agreement by Tenant under any termination provision contained in any other Section

of this Agreement, including the following: Section 5 Approvals, Section 6(a) Termination, Section 6(b) Termination, Section 6(c) Termination, Section 6(d) Termination, Section 11(d) Environmental, Section 18 Condemnation or Section 19 Casualty.

(f) by Landlord upon no less than eighteen (18) months prior written notice to Tenant in the event Landlord determines to demolish, remodel, reconstruct or use all or a portion of the Property in a manner Landlord reasonably determines will be incompatible with the continuation of this Agreement, or if Landlord determines that all or a portion of the Property being used by Tenant is needed for the exclusive use of Landlord; provided, however, in such event, Landlord shall allow Tenant to place a portable communications facility on the Property, for a period of not more than twenty-four (24) months in a location reasonably acceptable to Landlord and Tenant, and provided the portable communications facility does not interfere with Landlord's demolition, remodel, reconstruction or use of the Property, in order to allow Tenant to relocate its Communication Facility.

7. **INSURANCE.** During the Term, Tenant will purchase and maintain in full force and effect such general liability policy as Tenant may deem necessary. Said policy of general liability insurance will at a minimum provide a combined single limit of One Million and No/100 Dollars (\$1,000,000.00) and Two Million and No/100 Dollars (\$2,000,000.00) aggregate. Such policy shall be endorsed to include Landlord as an additional insured. Tenant shall provide Landlord a certificate of insurance evidencing the coverage required by this Section prior to commencement of any work on the Premises. Notwithstanding the foregoing, Tenant shall have the right to self-insure such general liability coverage.

8. **INTERFERENCE.**

(a) Tenant shall operate Tenant's Communication Facility in compliance with all applicable law, including without limitation all Federal Communications Commission ("FCC") requirements and all other applicable federal, state, and local laws in any manner prohibiting interference to pre-existing communications facilities.

(b) Prior to or concurrent with the execution of this Agreement, Landlord has provided, will provide, or will require its other wireless tenants to provide Tenant with a list of radio frequency user(s) and frequencies used on the Property as of the Effective Date. Tenant warrants that its use of the Premises will not interfere with those existing radio frequency uses on the Property, as long as the existing radio frequency user(s) operate and continue to operate within their respective frequencies and in accordance with all applicable laws and regulations.

(c) Tenant shall not install equipment that causes interference to any equipment owned by an emergency services provider for fire, police, and other emergency response services (collectively, "**Priority Equipment**") regardless of the date of installation. Notwithstanding anything in this Agreement to the contrary, Landlord shall not permit the installation of Priority Equipment after the Effective Date of this Agreement in a location on the Property that would be anticipated to cause interference to Tenant's Communication Facility.

(d) Landlord does not guarantee to Tenant noninterference with Tenant's Communication Facility and operations, but shall use commercially reasonable means to assist Tenant with any such interference. Tenant acknowledges that Landlord has or will in the future enter into leases or licenses with other parties for placement of their communications equipment upon the Property. Landlord agrees that any third party communications equipment installed after the date of execution of this Agreement shall not conflict or interfere with the use of Tenant's Communication Facility. **Provided, however, Tenant acknowledges and agrees that Landlord shall have no liability whatsoever for any third-party claims arising from interference with Tenant's facilities that may be caused by the use and operation of the Priority Equipment regardless of the date of installation.** In the event of any such interference at the Property, if Landlord and Tenant, or the other tenant of Landlord cannot resolve the interference in a manner consistent with this Section and in compliance with applicable laws relating to non-interference with communications facilities, then Tenant may seek any remedies available to it at law, including but not limited to an injunction, or Tenant may terminate this Agreement immediately upon written notice to Landlord. Landlord and Tenant shall work with each other and with any other tenant of Landlord

to resolve issues of interference, in the manner consistent with applicable law and as set forth in this Section. Notwithstanding the foregoing, Tenant shall at its own expense eliminate any interference Tenant is causing to the Priority Equipment without modification to such Priority Equipment. Tenant further agrees to accept such interference as may be received from the Priority Equipment, so long as such Priority Equipment is not installed in a location that is anticipated to cause interference to Tenant's equipment.

(e) If during the Term of this Agreement Landlord or Tenant find or suspect that radio frequency interference is occurring or has occurred, the following protocol shall be implemented using best efforts by both Landlord and Tenant to mitigate, resolve, and eliminate said interference: (i) within twenty-four (24) hours, each party agrees to utilize best efforts to fix and/or mitigate the interference to the satisfaction of both parties. The parties shall take all commercially reasonable steps necessary to correct and eliminate the interference, including but not limited to, powering down such interfering equipment and later powering up such interfering equipment for intermittent testing; (ii) if Tenant's Communication Facility is interfering with the Priority Equipment, then Tenant shall at its own expense eliminate any interference to the Priority Equipment as provided in subsection (d); (iii) if other facilities are interfering with Tenant's equipment, then Tenant may seek any remedies available to it at law, including but not limited to an injunction, or terminate this Agreement immediately upon written notice to Landlord.

(f) For the purposes of this Agreement, "interference" may include, but is not limited to, any use on the Property or Surrounding Property that causes electronic or physical obstruction with, or degradation of, the communications signals from the Communication Facility.

9. INDEMNIFICATION.

(a) Tenant agrees to indemnify, defend and hold Landlord harmless from and against any and all injury, loss, damage or liability, costs or expenses in connection with a third party claim (including reasonable attorneys' fees and court costs) arising directly from the installation, use, maintenance, repair or removal of the Communication Facility or Tenant's breach of any provision of this Agreement, except to the extent attributable to the negligent or intentional act or omission of Landlord, its employees, invitees, agents or independent contractors.

(b) The indemnified party: (i) shall promptly provide the indemnifying party with written notice of any claim, demand, lawsuit, or the like for which it seeks indemnification pursuant to this Section 9 and provide the indemnifying party with copies of any demands, notices, summonses, or legal papers received in connection with such claim, demand, lawsuit, or the like; (ii) shall not settle any such claim, demand, lawsuit, or the like without the prior written consent of the indemnifying party; and (iii) shall fully cooperate with the indemnifying party in the defense of the claim, demand, lawsuit, or the like. A delay in notice shall not relieve the indemnifying party of its indemnity obligation, except (1) to the extent the indemnifying party can show it was prejudiced by the delay; and (2) the indemnifying party shall not be liable for any settlement or litigation expenses incurred before the time when notice is given.

(c) The parties hereto understand and agree that Landlord is relying on, and does not waive or intend to waive by and provision of this Agreement, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, 24-10-101 et. seq., 10 C.R.S., as from time to time amended, or otherwise available to Landlord, its agents, or its employees.

10. WARRANTIES.

(a) Each of Tenant and Landlord (to the extent not a natural person) each acknowledge and represent that it is duly organized, validly existing and in good standing and has the right, power, and authority or capacity, as applicable, to enter into this Agreement and bind itself hereto through the party or individual set forth as signatory for the party below.

(b) Landlord represents, warrants and agrees that, to the extent of its actual knowledge: (i) Landlord solely owns the Property as a legal lot in fee simple, or controls the Property by lease or license and solely owns the Structure; (ii) the Property is not and will not be encumbered by any liens or mortgages, except (and subject to): those of record as of the Effective Date; matters existing or apparent on the ground; facts or matters which a complete and accurate survey would disclose; (iii)

Landlord grants to Tenant sole, actual, quiet and peaceful use, enjoyment and possession of the Premises as long as Tenant is not in default beyond any applicable grace or cure period; (iv) Landlord's execution and performance of this Agreement will not violate any laws, ordinances, covenants or the provisions of any mortgage, lease or other agreement binding on Landlord; and (v) if the Property is or becomes encumbered by a deed to secure a debt, mortgage or other security interest, then Landlord will provide promptly to Tenant a mutually agreeable subordination, non-disturbance and attornment agreement executed by Landlord and the holder of such security interest in the form attached hereto as **Exhibit 10(b)**. Tenant understands that this Agreement is subject to existing franchise agreements for use of the Property that pre-date this Agreement, of which Landlord has given Tenant written notice of prior to the Effective Date of this Agreement, and subject to all easements and other interests of record applicable to the Property prior to the Effective Date of this Agreement. Tenant shall be solely responsible for coordinating its activities hereunder with the holders of such franchise agreements or of such easements or other interests of record, and for obtaining any required permission for such activities from such holders if required by the terms of such franchises or easements or other interests. Landlord shall provide copies of all such franchise agreements prior to Effective Date of this Agreement.

11. ENVIRONMENTAL.

(a) Landlord represents and warrants except as may be identified in **Exhibit 11** attached to this Agreement, (i) that it has no knowledge of any substance, chemical or waste on the Property that is identified as hazardous, toxic or dangerous in any applicable federal, state or local law or regulation, and (ii) that to its knowledge, the Property has never been subject to any contamination or hazardous conditions resulting in any environmental investigation, inquiry or remediation. Landlord and Tenant agree that each will be responsible for compliance with any and all applicable governmental laws, rules, statutes, regulations, codes, ordinances, or principles of common law regulating or imposing standards of liability or standards of conduct with regard to protection of the environment or worker health and safety, as may now or at any time hereafter be in effect, to the extent such apply to that party's activity conducted in or on the Property.

(b) Tenant agrees to hold harmless and indemnify the Landlord, and to assume all duties, responsibilities and liabilities at the sole cost and expense of Tenant for, payment of penalties, sanctions, forfeitures, losses, costs or damages, and for responding to any action, notice, claim, order, summons, citation, directive, litigation, investigation or proceeding ("**Claims**"), to the extent arising from Tenant's breach of its obligations or representations under Section 11(a), except to the extent attributable to the negligent or intentional act or omission of Landlord, its employees, invitees, agents or independent contractors. Tenant agrees to hold harmless and indemnify Landlord from, and to assume all duties, responsibilities and liabilities at the sole cost and expense of Tenant for, payment of penalties, sanctions, forfeitures, losses, costs or damages, and for responding to any Claims, to the extent arising from hazardous substances brought onto the Property by Tenant.

(c) The indemnification provisions contained in this Section 11 specifically include reasonable costs, expenses and fees incurred in connection with any investigation of Property conditions or any clean-up, remediation, removal or restoration work required by any governmental authority. The provisions of this Section 11 will survive the expiration or termination of this Agreement.

(d) In the event Tenant becomes aware of any hazardous materials on the Property, or any environmental, health or safety condition or matter relating to the Property, that, in Tenant's sole determination, renders the condition of the Premises or Property unsuitable for Tenant's use, or if Tenant believes that the leasing or continued leasing of the Premises would expose Tenant to undue risks of liability to a government agency or other third party, then Tenant will have the right, in addition to any other rights it may have at law or in equity, to terminate this Agreement upon written notice to Landlord.

12. ACCESS. At all times throughout the Term of this Agreement, Tenant and its employees, agents, and subcontractors, will have pedestrian and vehicular access ("**Access**") to and over the Premises during regular business hours of the Louisville Recreation & Senior Center, or at any other

times for emergency purposes (without prior notice to or approval of Landlord) or for other activities approved in advance by Landlord, for the installation, maintenance and operation of the Communication Facility and any utilities serving the Premises. As may be described more fully in **Exhibit 1**, Landlord grants to Tenant an easement for such Access and Landlord agrees to provide to Tenant such codes, keys and other instruments necessary for after-hours Access. Landlord may require that Tenant be accompanied by Landlord's personnel during any non-emergency access to the Premises. Tenant agrees to be bound by all rules and regulations associated with ingress and egress to the Property set forth in this Agreement. Landlord shall provide Tenant a copy of such access rules and regs prior to the Effective Date of this Agreement, and at least thirty (30) days prior written notice of any changes thereto; such access rules and regulations shall be equally enforced upon all users of the Property, and if there are any contradictions between the terms of this Agreement and such rules and regulations, the terms of this Agreement shall control. Upon Tenant's request, Landlord will execute a separate recordable easement evidencing the Access rights set forth in this Agreement. Landlord shall execute a letter granting Tenant Access to the Property substantially in the form attached as **Exhibit 12**; upon Tenant's request, Landlord shall execute additional letters during the Term. If Tenant elects to utilize an Unmanned Aircraft System ("**UAS**") in connection with its installation, construction, monitoring, site audits, inspections, maintenance, repair, modification, or alteration activities at the Property, Landlord hereby grants Tenant, or any UAS operator acting on Tenant's behalf, express permission to fly over the applicable Property and Premises, and consents to the use of audio and video navigation and recording in connection with the use of the UAS. If Landlord fails to provide the Access granted by this Section 12, such failure shall be a default under this Agreement.

13. REMOVAL/RESTORATION. All portions of the Communication Facility brought onto the Property by Tenant will be and remain Tenant's personal property and, at Tenant's option, may be removed by Tenant at any time during or after the Term. Landlord covenants and agrees that no part of the Communication Facility constructed, erected or placed on the Premises by Tenant will become, or be considered as being affixed to or a part of, the Property, it being the specific intention of Landlord that all improvements of every kind and nature constructed, erected or placed by Tenant on the Premises will be and remain the property of Tenant and may be removed by Tenant at any time during or after the Term. Tenant will repair any damage to the Property resulting from Tenant's removal activities and shall return the Premises to Landlord in good, usable condition, normal wear and tear and casualty excepted. Any portions of the Communication Facility that Tenant does not remove within one hundred twenty (120) days after the later of the end of the Term and cessation of Tenant's operations at the Premises shall be deemed abandoned and owned by Landlord. Notwithstanding the foregoing, Tenant will not be responsible for the replacement of any trees, shrubs or other vegetation.

14. MAINTENANCE/UTILITIES.

(a) Tenant will keep and maintain the Premises in good condition, reasonable wear and tear and damage from the elements excepted. Without limiting the foregoing, Tenant shall, at least annually, remove any and all animal nests and waste from the Premises. Landlord will maintain and repair the Property and access thereto, the Structure, and all areas of the Premises where Tenant does not have exclusive control, in good and tenantable condition, subject to reasonable wear and tear and damage from the elements.

(b) Tenant shall install separate meters for utilities used on the Property by Tenant. Tenant will be responsible for paying on a monthly or quarterly basis all utilities charges for electricity, telephone service or any other utility used or consumed by Tenant on the Premises. In the event Tenant cannot secure its own metered electrical supply, Tenant will have the right, at its own cost and expense, to sub-meter from Landlord. When sub-metering is required under this Agreement, Landlord will read the meter and provide Tenant with an invoice and usage data on a monthly basis. Tenant shall reimburse Landlord for such utility usage at the same rate charged to Landlord by the utility service provider. Landlord further agrees to provide the usage data and invoice on forms provided by Tenant and to send such forms to such address and/or agent designated by Tenant. Tenant will remit payment

within sixty (60) days of receipt of the usage data and required forms. Landlord shall maintain accurate and detailed records of all utility expenses, invoices and payments applicable to Tenant's reimbursement obligations hereunder. Within fifteen (15) days after a request from Tenant, Landlord shall provide copies of such utility billing records to the Tenant in the form of copies of invoices, contracts and cancelled checks. If the utility billing records reflect an overpayment by Tenant, Tenant shall have the right to deduct the amount of such overpayment from any monies due to Landlord from Tenant.

(c) As noted in Section 4(c) above, any utility fee recovery by Landlord is limited to a twelve (12) month period. If Tenant sub-meters electricity from Landlord, Landlord agrees to give Tenant at least twenty-four (24) hours advance notice of any planned interruptions of said electricity. Landlord acknowledges that Tenant provides a communication service which requires electrical power to operate and must operate twenty-four (24) hours per day, seven (7) days per week. If the interruption is for an extended period of time, in Tenant's reasonable determination, Landlord agrees to allow Tenant the right to bring in a temporary source of power for the duration of the interruption. Landlord will not be responsible for interference with, interruption of or failure, beyond the reasonable control of Landlord, of such services to be furnished or supplied by Landlord.

(d) Tenant will have the right to install utilities, at Tenant's expense, and to improve present utilities on the Property and the Premises. Landlord hereby grants to any service company providing utility or similar services, including electric power and telecommunications, to Tenant an easement over the Property, from an open and improved public road to the Premises, and upon the Premises, for the purpose of constructing, operating and maintaining such lines, wires, circuits, and conduits, associated equipment cabinets and such appurtenances thereto, as such service companies may from time to time require in order to provide such services to the Premises. Upon Tenant's or service company's request, Landlord will execute a separate recordable easement evidencing this grant, at no cost to Tenant or the service company.

15. DEFAULT AND RIGHT TO CURE.

(a) The following will be deemed a default by Tenant and a breach of this Agreement: (i) non-payment of Rent if such Rent remains unpaid for more than thirty (30) days after written notice from Landlord of such failure to pay; or (ii) Tenant's failure to perform any other term or condition under this Agreement within forty-five (45) days after written notice from Landlord specifying the failure. No such failure, however, will be deemed to exist if Tenant has commenced to cure such default within such period and provided that such efforts are prosecuted to completion with reasonable diligence. Delay in curing a default will be excused if due to causes beyond the reasonable control of Tenant. If Tenant remains in default beyond any applicable cure period, then Landlord will have the right to exercise any and all rights and remedies available to it under law and equity.

(b) The following will be deemed a default by Landlord and a breach of this Agreement: (i) Landlord's failure to provide Access to the Premises as required by Section 12 within twenty-four (24) hours after written notice of such failure; or (ii) Landlord's failure to perform any term, condition or breach of any warranty or covenant under this Agreement within forty-five (45) days after written notice from Tenant specifying the failure. No such failure, however, will be deemed to exist if Landlord has commenced to cure the default within such period and provided such efforts are prosecuted to completion with reasonable diligence. Delay in curing a default will be excused if due to causes beyond the reasonable control of Landlord. If Landlord remains in default beyond any applicable cure period, Tenant will have: (i) the right to terminate this Agreement in accordance with Section 6, and (ii) any and all other rights available to it under law and equity.

16. ASSIGNMENT/SUBLEASE. If Tenant is not in default of this Agreement, Tenant will have the right without the Landlord's consent (but shall give Landlord written notice thereof within a reasonable period of time thereafter) to assign this Agreement or sublease the Premises and its rights herein, in whole or in part, to a Tenant Affiliate or to an entity that acquires all or substantially all of Tenant's assets in the market defined by the Federal Communications Commission in which the Property is located by reason of a merger, acquisition or other business reorganization (a "**Permitted Assignment**"). The

Tenant may not otherwise assign this Agreement to any other party without the prior written consent of the Landlord, which consent shall not be unreasonably withheld, conditioned or delayed, and any such assignment without consent shall be void. The Landlord may impose reasonable conditions, excepting increased rent or additional fees unrelated to curing any breach or default, upon any proposed assignment for which its prior approval is required, including but not limited to a requirement that the assignee in writing assume all of Tenant's obligations under this Agreement (an "**Assumption Agreement**"). Notwithstanding the foregoing, a Permitted Assignment shall not be conditioned upon execution of an Assumption Agreement. Upon notification to Landlord of a permitted assignment, the assignor will be relieved of all future performance, liabilities and obligations under this Agreement to the extent of such assignment.

17. NOTICES. All notices, requests and demands hereunder will be given as follows:

For Notices of Default to Tenant:

- a. To Tenant's Lease Administration Department by email at NoticeIntake@att.com; and
- b. To Tenant's Law Department via first class certified or registered mail, return receipt requested or by a nationally recognized overnight courier, postage prepaid, addressed
New Cingular Wireless PCS, LLC
Attn.: Legal Dept – Network Operations
Re: Cell Site #: COL05398; Cell Site Name: Pine and Via Appia Way
Fixed Asset #: 12734395
208 S. Akard Street
Dallas, TX 75202-4206

All other notices will be sent:

- a. To Tenant's Lease Administration Department by email at NoticeIntake@att.com with the FA#, Cell Site #, and Cell Site Name in the email subject line; and
- b. To Landlord at:
City of Louisville
Attn: Superintendent of Recreation and Senior Services
900 Via Appia Way
Louisville, CO 80027

With a copy to:

City Attorney
749 Main Street
Louisville, CO 80027

Notices by email to Tenant's Lease Administration Department will be effective on the first calendar day after it was sent unless the sender receives an automated message that the email has not been delivered. Electronic mail shall be sent with a read receipt, but a read receipt shall not be required to establish that notice was given and received. All other notices shall be effective when properly sent and received or refused, unless returned undelivered.

Either party hereto may change the place for the giving of notice to it by thirty (30) days' prior written notice to the other party hereto as provided herein.

18. CONDEMNATION. In the event Landlord receives notification of any condemnation proceedings affecting the Property, Landlord will provide prompt notice of the proceeding to Tenant. If a condemning authority takes all of the Property, or a portion sufficient, in Tenant's sole determination, to render the Premises unsuitable for Tenant, this Agreement will terminate as of the date the title vests in the condemning authority. The parties will each be entitled to pursue their own separate awards in the

condemnation proceeds, which for Tenant will include, where applicable, the value of its Communication Facility, moving expenses, prepaid Rent, and business dislocation expenses. Tenant will be entitled to reimbursement for any prepaid Rent on a *pro rata* basis.

19. CASUALTY. Landlord will provide prompt notice to Tenant of any casualty or other harm affecting the Property. If any part of the Communication Facility or the Property is damaged by casualty or other harm as to render the Premises unsuitable, in Tenant's sole determination, then Tenant may terminate this Agreement by providing written notice to Landlord, which termination will be effective as of the date of such casualty or other harm. Upon such termination, Tenant will be entitled to collect all insurance proceeds payable to Tenant on account thereof and to be reimbursed for any prepaid Rent on a *pro rata* basis. Landlord agrees to permit Tenant to place temporary transmission and reception facilities on the Property, but only until such time as Tenant is able to activate a replacement transmission facility at another location; notwithstanding the termination of this Agreement, such temporary facilities will be governed by all of the terms and conditions of this Agreement, including Rent. If Landlord or Tenant undertakes to rebuild or restore the Premises and/or the Communication Facility, as applicable, Landlord agrees to permit Tenant to place temporary transmission and reception facilities on the Property until the reconstruction of the Premises and/or the Communication Facility is completed. If Landlord determines not to rebuild or restore the Property, Landlord will notify Tenant of such determination as soon as reasonably practicable. Landlord agrees that the Rent shall be abated until the Property and/or the Premises are rebuilt or restored, unless Tenant places temporary transmission and reception facilities on the Property.

20. REMOVAL OF COMMUNICATION FACILITY. The Communication Facility shall be deemed personal property for purposes of this Agreement, regardless of whether any portion is deemed real or personal property under applicable law; Landlord consents to Tenant's right to remove all or any portion of the Communication Facility from time to time in Tenant's sole discretion and without Landlord's consent.

21. TAXES.

(a) The Property, including but not limited to the Structure, is exempt from ad valorem property taxes. Tenant shall be responsible for (i) any taxes and assessments attributable to and levied upon Tenant's leasehold improvements on the Premises if and as set forth in this Section 21, and (ii) all sales, use, license, value added, documentary, stamp, gross receipts, registration, real estate transfer, conveyance, excise, recording, and other similar taxes and fees imposed in connection with an assignment of this Agreement or sublease by Tenant.

(b) In the event Landlord receives a notice of assessment with respect to which taxes or assessments are imposed on Tenant's leasehold improvements on the Premises, Landlord shall provide Tenant with copies of each such notice immediately upon receipt, but in no event later than thirty (30) days after the date of such notice of assessment. If Landlord provides a notice of assessment to Tenant within such time period and requests reimbursement from Tenant as set forth below, then Tenant shall reimburse Landlord for the tax or assessments identified on the notice of assessment on Tenant's leasehold improvements, which has been paid by Landlord. If Landlord seeks reimbursement from Tenant, Landlord shall, no later than thirty (30) days after Landlord's payment of the taxes or assessments for the assessed tax year, provide Tenant with written notice including evidence that Landlord has timely paid same, and Landlord shall provide to Tenant any other documentation reasonably requested by Tenant to allow Tenant to evaluate the payment and to reimburse Landlord.

(c) For any tax amount for which Tenant is responsible under this Agreement, Tenant shall have the right to contest, in good faith, the validity or the amount thereof using such administrative, appellate or other proceedings as may be appropriate in the jurisdiction, and may defer payment of such obligations, pay same under protest, or take such other steps as permitted by law. Landlord shall cooperate with respect to the commencement and prosecution of any such proceedings and will execute any documents required therefor. The expense of any such proceedings shall be borne by Tenant and any refunds or rebates secured as a result of Tenant's action shall belong to Tenant, to the

extent the amounts were originally paid by Tenant. In the event Tenant notifies Landlord by the due date for assessment of Tenant's intent to contest the assessment, Landlord shall not pay the assessment pending conclusion of the contest, unless required by applicable law.

(d) Any tax-related notices shall be sent to Tenant in the manner set forth in Section 17.

(e) Notwithstanding anything to the contrary contained in this Section 21, Tenant shall have no obligation to reimburse any tax or assessment for which the Landlord is reimbursed or rebated by a third party.

22. SALE OF PROPERTY. Landlord may sell the Property or a portion thereof to a third party; provided the sale is made subject to the terms of this Agreement. If the sale is not made subject to the terms of this Agreement, then the Landlord shall be in default of the terms of this Agreement unless Landlord obtains Tenant's prior written consent to relocate the Communication Facility to a mutually acceptable alternate location on the Property or on other property owned by Landlord, upon terms mutually acceptable to both parties, at Landlord's sole cost and expense. In the event of a change in ownership, transfer or sale of the Property, within ten (10) days of such transfer, Landlord or its successor shall send the documents listed below in this Section 22 to Tenant. Until Tenant receives all such documents, Tenant's failure to make payments under this Agreement shall not be an event of default and Tenant reserves the right to hold payments due under this Agreement.

- i. New deed to Property, Bill of Sale, and/or Transfer Agreement
- ii. New IRS Form W-9
- iii. Completed and Signed Tenant Payment Direction Form
- iv. Full contact information for new Landlord including phone number(s)

23. RIGHT OF FIRST REFUSAL. [Intentionally omitted]

24. MISCELLANEOUS.

(a) **Amendment/Waiver.** This Agreement cannot be amended, modified or revised unless done in writing and signed by Landlord and Tenant. No provision may be waived except in a writing signed by both parties. The failure by a party to enforce any provision of this Agreement or to require performance by the other party will not be construed to be a waiver, or in any way affect the right of either party to enforce such provision thereafter.

(b) **Memorandum/Short Form Lease.** Contemporaneously with the execution of this Agreement, the parties will execute a recordable Memorandum of Lease substantially in the form attached as **Exhibit 24(b)**. Either party may record this Memorandum of Lease at any time during the Term, in its absolute discretion. Thereafter during the Term, either party will, at any time upon fifteen (15) business days' prior written notice from the other, execute, acknowledge and deliver to the other a recordable Memorandum of Lease.

(c) **Limitation of Liability.** Except for the indemnity obligations set forth in this Agreement, and otherwise notwithstanding anything to the contrary in this Agreement, Tenant and Landlord each waives any claims that each may have against the other with respect to consequential, incidental or special damages, however caused, based on any theory of liability.

(d) **Compliance with Law.** Tenant agrees to comply with all federal, state and local laws, orders, rules and regulations ("**Laws**") applicable to Tenant's use of the Communication Facility on the Property. Landlord agrees to comply with all Laws relating to Landlord's ownership and use of the Property and any improvements on the Property.

(e) **Bind and Benefit.** The terms and conditions contained in this Agreement will run with the Property and bind and inure to the benefit of the parties, their respective heirs, executors, administrators, successors and assigns.

(f) **Entire Agreement.** This Agreement and the exhibits attached hereto, all being a part hereof, constitute the entire agreement of the parties hereto and will supersede all prior offers, negotiations and agreements with respect to the subject matter of this Agreement. Exhibits are

numbered to correspond to the Section wherein they are first referenced. Except as otherwise stated in this Agreement, each party shall bear its own fees and expenses (including the fees and expenses of its agents, brokers, representatives, attorneys, and accountants) incurred in connection with the negotiation, drafting, execution and performance of this Agreement and the transactions it contemplates.

(g) **Governing Law.** This Agreement will be governed by the laws of the state in which the Premises are located, without regard to conflicts of law.

(h) **Interpretation.** Unless otherwise specified, the following rules of construction and interpretation apply: (i) captions are for convenience and reference only and in no way define or limit the construction of the terms and conditions hereof; (ii) use of the term "including" will be interpreted to mean "including but not limited to"; (iii) whenever a party's consent is required under this Agreement, except as otherwise stated in the Agreement or as same may be duplicative, such consent will not be unreasonably withheld, conditioned or delayed; (iv) exhibits are an integral part of this Agreement and are incorporated by reference into this Agreement; (v) use of the terms "termination" or "expiration" are interchangeable; (vi) reference to a default will take into consideration any applicable notice, grace and cure periods; (vii) to the extent there is any issue with respect to any alleged, perceived or actual ambiguity in this Agreement, the ambiguity shall not be resolved on the basis of who drafted the Agreement; (viii) the singular use of words includes the plural where appropriate; and (ix) if any provision of this Agreement is held invalid, illegal or unenforceable, the remaining provisions of this Agreement shall remain in full force if the overall purpose of the Agreement is not rendered impossible and the original purpose, intent or consideration is not materially impaired.

(i) **Affiliates.** All references to "Tenant" shall be deemed to include any Affiliate of New Cingular Wireless PCS, LLC using the Premises for any Permitted Use or otherwise exercising the rights of Tenant pursuant to this Agreement. "Affiliate" means with respect to a party to this Agreement, any person or entity that (directly or indirectly) controls, is controlled by, or under common control with, that party. "Control" of a person or entity means the power (directly or indirectly) to direct the management or policies of that person or entity, whether through the ownership of voting securities, by contract, by agency or otherwise.

(j) **Survival.** Any provisions of this Agreement relating to indemnification shall survive the termination or expiration hereof. In addition, any terms and conditions contained in this Agreement that by their sense and context are intended to survive the termination or expiration of this Agreement shall so survive.

(k) **W-9.** As a condition precedent to payment, Landlord agrees to provide Tenant 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 Tenant, including any change in Landlord's name or address.

(l) **Execution/No Option.** The submission of this Agreement to any party for examination or consideration does not constitute an offer, reservation of or option for the Premises based on the terms set forth herein. This Agreement will become effective as a binding Agreement only upon the handwritten legal execution, acknowledgment and delivery hereof by Landlord and Tenant. This Agreement may be executed in two (2) or more counterparts, all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each of the parties. All parties need not sign the same counterpart.

(m) **Attorneys' Fees.** In the event that any dispute between the parties related to this Agreement should result in litigation, the prevailing party in such litigation shall be entitled to recover from the other party all reasonable fees and expenses of enforcing any right of the prevailing party, including reasonable attorneys' fees and expenses. Prevailing party means the party determined by the court to have most nearly prevailed even if such party did not prevail in all matters. This provision will not be construed to entitle any party other than Landlord, Tenant and their respective Affiliates to recover their fees and expenses.

(n) **WAIVER OF JURY TRIAL.** INTENTIONALLY OMITTED

(o) **No Additional Fees/Incidental Fees.** Unless otherwise specified in this Agreement, all rights and obligations set forth in the Agreement shall be provided by Landlord and/or Tenant, as the

case may be, at no additional cost, except to the extent such fee is a legislatively adopted fee applicable to the general public. No unilateral fees or additional costs or expenses are to be applied by either party to the other party, for any task or service including, but not limited to, review of plans, structural analyses, consents, provision of documents or other communications between the parties.

(p) **Further Acts.** Upon request, Landlord will cause to be promptly and duly taken, executed, acknowledged and delivered all such further acts, documents, and assurances as Tenant may request from time to time in order to effectuate, carry out and perform all of the terms, provisions and conditions of this Agreement and all transactions and Permitted Use contemplated by this Agreement.

[SIGNATURES APPEAR ON NEXT PAGE]

IN WITNESS WHEREOF, the parties have caused this Agreement to be effective as of the Effective Date.

"LANDLORD"

City of Louisville,
a Colorado municipal corporation

By: _____
Print Name: Christopher M. Leh
Its: Mayor
Date: _____

"TENANT"

New Cingular Wireless PCS, LLC,
a Delaware limited liability company

By: AT&T Mobility Corporation
Its: Manager

By: _____
Print Name: _____
Its: _____
Date: _____

EXHIBIT 1

DESCRIPTION OF PROPERTY AND PREMISES

Page 1 of 5

to the Structure Lease Agreement dated _____, 20____, by and between City of Louisville, a Colorado municipal corporation, as Landlord, and New Cingular Wireless PCS, LLC, a Delaware limited liability company, as Tenant.

The Property is legally described as follows:

Lot 1, Block 1, Louisville Recreation and Senior Center Expansion. Reception no. 03632086.
In Boulder County, Colorado

The Premises are described and/or depicted as follows:

Lease Site Description

Beginning at a point S.79°24'11"W., a distance of 220.21 feet from the found rebar being the most Northeasterly property corner of Lot 1, Block 1, Louisville Recreation and Senior Center expansion. Reception no. 03632086, said point also having a basis of bearing S.00°19'59"E., 1115.86 feet between the said found rebar and the south quarter corner of Section 7, Township 1 South, Range 69 West, 6th Principal Meridian.; running thence South 22°21'48" East, a distance of 15.00 feet; thence South 67°38'12" West, a distance of 20.00 feet; thence North 22°21'48" West, a distance of 15.00 feet; thence North 67°38'12" East, a distance of 20.00 feet to the point of beginning.

Containing 300 square feet.

Access Easement Description

An easement 10.00 feet in width, being 5.00 feet on each side of the following described centerline:

Beginning at a point N.56°01'48"W., a distance of 118.35 feet from the found rebar being the most Northeasterly property corner of Lot 1, Block 1, Louisville Recreation and Senior Center expansion. Reception No. 03632086, said point also having a basis of bearing S.00°19'59"E., 1115.86 feet between the said found rebar and the south quarter corner of Section 7, Township 1 South, Range 69 West, 6th Principal Meridian.; running thence South 53°28'41" West, a distance of 68.95 feet; thence South 67°38'12" West, a distance of 78.88 feet; thence Southwesterly along the arc of a curve to the left a distance of 23.56 feet having a radius of 15/00 feet a central angle of 90°00'00" and chord bearing and distance of South 22°38'12" West 21.21 feet; thence South 22°21'48" East, a distance of 20.61 feet to the point of terminus.

Power Easement Description

An easement, 6.00 feet in width, being 3.00 feet on each side of the following described centerline:

Beginning a point S.76°34'17"W., a distance of 272.30 feet from the found rebar being the most Northeasterly property corner of Lot 1, Block 1, Louisville Recreation and Senior Center expansion. Reception No. 03632086, said point also having a basis of bearing S.00°19'59"E., 1115.86 feet between the said found rebar and the South quarter corner of Section 7, Township 1 South, Range 69 West, 6th Principal Meridian.; running thence North 67°38'12" East, a distance of 33.65 feet to the point of terminus.

Fiber Easement Description

An easement, 6.00 feet in width, being 3.00 feet on each side of the following described centerline:

Beginning a point S.76°34'17"W., a distance of 272.30 feet from the found rebar being the most Northeasterly property corner of Lot 1, Block 1, Louisville Recreation and Senior Center expansion. Reception No. 03632086, said point also having a basis of bearing S.00°19'59"E., 1115.86 feet between the said found rebar and the South quarter corner of Section 7, Township 1 South, Range 69 West, 6th Principal Meridian.; running thence South 60°00'00" East, a distance of 40.08 feet; thence South 22°21'48" East, a distance of 55.91 feet to the point of terminus.

Utility Easement Description

An easement, 6.00 feet in width, being better described as follows:

Beginning at a point S.75°30'54"W., a distance of 221.74 feet from the found rebar being the most Northeasterly property corner of Lot 1, Block 1, Louisville Recreation and Senior Center expansion. Reception No. 03632086, said point also having a basis of bearing S.00°19'59"E., 1115.86 feet between the said found rebar and the South quarter corner of Section 7, Township 1 South, Range 69 West, 6th Principal Meridian.; running thence South 22°14'58" East, a distance of 24.22 feet; thence North 67°45'02" East, a distance of 8.99 feet; thence South 22°14'58" East, a distance of 6.00 feet; thence South 67°45'02" West, a distance of 234.74 feet; thence South 02°57'47" West, a distance of 133.59 feet; thence South 67°34'28" West, a distance of 17.96 feet; thence North 22°25'32" West, a distance of 6.00 feet; thence North 67°34'28" East, a distance of 14.17 feet; thence North 02°57'47" East, a distance of 129.43 Feet; thence North 89°31'27" West, a distance of 72.50 feet; thence North 22°42'42" West, a distance of 69.98 feet; thence North 67°17'18" East, a distance of 6.00 feet; thence South 22°42'42" East, a distance of 66.02 feet; thence South 89°31'27" East, a distance of 73.33 feet; thence North 67°45'02" East, a distance of 227.55 feet; thence North 22°14'58" West, a distance of 106.00 feet; thence North 67°45'02" East, a distance of 6.00 feet to the point of beginning.

Containing 3,843 Square Feet.



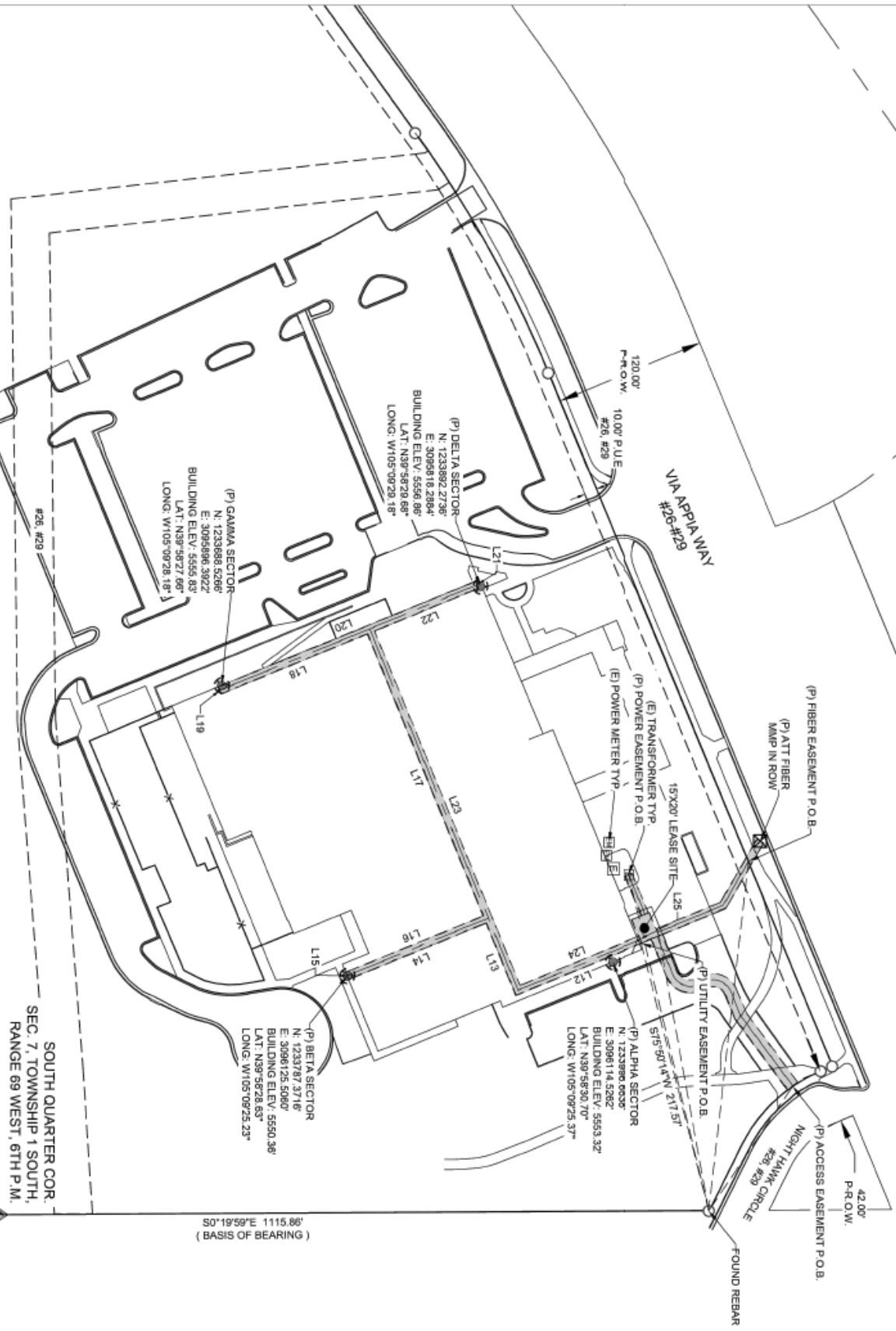
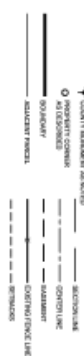


THE DETAILED LOCATION OF UNDERGROUND UTILITIES IS NOT GUARANTEED.
FOR MORE INFORMATION, CALL 811.
TOLL FREE: 1-800-424-5555 OR
www.michigan811.org
MICHIGAN 811 SERVICE
IS A JOINT EFFORT OF
MICHIGAN GOVERNMENT
AND LOCAL GOVERNMENTS.
BEFORE YOU EXCAVATE.



GRAPHIC SCALE

LEGEND



Notes:

1. THIS EXHIBIT MAY BE REPLACED BY A LAND SURVEY AND/OR CONSTRUCTION DRAWINGS OF THE PREMISES ONCE RECEIVED BY TENANT.
2. ANY SETBACK OF THE PREMISES FROM THE PROPERTY'S BOUNDARIES SHALL BE THE DISTANCE REQUIRED BY THE APPLICABLE GOVERNMENT AUTHORITIES.
3. WIDTH OF ACCESS ROAD SHALL BE THE WIDTH REQUIRED BY THE APPLICABLE GOVERNMENT AUTHORITIES, INCLUDING POLICE AND FIRE DEPARTMENTS.
4. THE TYPE, NUMBER AND MOUNTING POSITIONS AND LOCATIONS OF ANTENNAS AND TRANSMISSION LINES ARE ILLUSTRATIVE ONLY. ACTUAL TYPES, NUMBERS AND MOUNTING POSITIONS MAY VARY FROM WHAT IS SHOWN ABOVE.

EXHIBIT 10(b)

**SUBORDINATION, NON-DISTURBANCE
AND ATTORNMENT AGREEMENT**

[FOLLOWS ON NEXT PAGE]

**SUBORDINATION, NON-DISTURBANCE
AND ATTORNMENT AGREEMENT**

THIS SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT (“Agreement”), dated as of the date below, between [Insert Mortgagee's Name] having its principal office at [Insert Mortgagee's Address], (hereinafter called **“Mortgagee”**) and [Insert Landlord's Name], a [Insert Jurisdictional State, and Entity Type] having its principal office/residing at [Insert Landlord's Address] (hereinafter called **“Landlord”**), and New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address of 1025 Lenox Park Blvd NE 3rd Floor, Atlanta, GA 30319 (**“Tenant”**).

RECITALS:

- A. Tenant has entered into a certain lease dated [Insert Date], 20 , (the **“Lease”**) with Landlord, covering property more fully described in **Exhibit 1** attached hereto and made a part hereof (the **“Premises”**); and
- B. Landlord has given to Mortgagee a mortgage (the **“Mortgage”**) upon property having a street address of [Insert Address], being identified as Lot in Block in the of [Insert City], [Insert County] County, State of [Insert State] (**“Property”**), a part of which Property contains the Premises; and
- C. The Mortgage on the Property is in the original principal sum of [Spell Out Dollar Amount](\$) Dollars, which Mortgage has been recorded in the appropriate public office in and for [Insert County] County, [Insert State] (**“Mortgage”**); and
- D. Tenant desires to be assured of continued occupancy of the Premises under the terms of the Lease and subject to the terms of this Agreement.

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements herein contained, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound hereby, agree as follows:

1. So long as this Agreement will remain in full force and effect, the Lease is and will be subject and subordinate to the lien and effect of the Mortgage insofar as it affects the real property and fixtures of which the Premises forms a part (but not Tenant's trade fixtures and other personal property), and to all renewals, modifications, consolidations, replacements and extensions thereof, to the full extent of the principal sum secured thereby and interest thereon, with the same force and effect as if the Mortgage had been executed, delivered, and duly recorded among the above-mentioned public records, prior to the execution and delivery of the Lease.

2. In the event Mortgagee takes possession of the Premises as mortgagee-in-possession, including but not limited to, by deed in lieu of foreclosure or foreclosure of the Mortgage, Mortgagee agrees not to affect or disturb Tenant's right to possession of the Premises and any of Tenant's other rights under the Lease in the exercise of Mortgagee's rights so long as Tenant is not then in default, after applicable notice and/or grace periods, under any of the terms, covenants, or conditions of the Lease.

3. In the event that Mortgagee succeeds to the interest of Landlord or other landlord under the Lease and/or to title to the Premises, Mortgagee and Tenant hereby agree to be bound to one another under all of the terms, covenants and conditions of the Lease; accordingly, from and after such event, Mortgagee and Tenant will have the same remedies against one another for the breach of an

agreement contained in the Lease as Tenant and Landlord had before Mortgagee succeeded to the interest of Landlord; provided, however, that Mortgagee will not be:

- (a) personally liable for any act or omission of any prior landlord (including Landlord); or
- (b) bound by any rent or additional rent which Tenant might have paid for more than the payment period as set forth under the Lease (one month, year etc.) in advance to any prior landlord (including Landlord).

4. In the event that Mortgagee or anyone else acquires title to or the right to possession of the Premises upon the foreclosure of the Mortgage, or upon the sale of the Premises by Mortgagee or its successors or assigns after foreclosure or acquisition of title in lieu thereof or otherwise, Tenant agrees not to seek to terminate the Lease by reason thereof, but will remain bound unto the new owner so long as the new owner is bound to Tenant (subject to paragraph 3 above) under all of the terms, covenants and conditions of the Lease.

5. Mortgagee understands, acknowledges and agrees that notwithstanding anything to the contrary contained in the Mortgage and/or any related financing documents, including, without limitation, any UCC-1 financing statements, Mortgagee will acquire no interest in any furniture, equipment, trade fixtures and/or other property installed by Tenant on the Property. Mortgagee hereby expressly waives any interest which Mortgagee may have or acquire with respect to such furniture, equipment, trade fixtures and/or other property of Tenant now, or hereafter, located on or affixed to the Property or any portion thereof and Mortgagee hereby agrees that same do not constitute realty regardless of the manner in which same are attached or affixed to the Property.

6. This Agreement will be binding upon and will extend to and benefit the successors and assigns of the parties hereto and to any assignees or subtenants of Tenant which are permitted under the Lease. The term "Mortgagee", when used in this Agreement will be deemed to include any person or entity which acquires title to or the right to possession of the Premises by, through or under Mortgagee and/or the Mortgage, whether directly or indirectly.

7. This Agreement will be governed by the laws of the state in which the Premises are located, without regard to conflicts of law.

[Remainder of Page Intentionally Blank – Signature Page Follows]

IN WITNESS WHEREOF, the undersigned has caused this Agreement to be executed as of the last signature date below.

LANDLORD:

[Insert Landlord's Name]
[Insert Jurisdictional State, and Entity Type]

By: _____
Print Name: [_____]_____
Its: _____[Insert Title]
Date: _____[Insert Date]

TENANT:

New Cingular Wireless PCS, LLC,
a Delaware limited liability company

By: AT&T Mobility Corporation
Its: Manager

By: _____
Print Name: [_____]_____
Its: _____[Insert Title]
Date: _____[Insert Date]

MORTGAGEE:

[Insert Mortgagee's Name] ,

By: _____
Print Name: [_____]_____
Its: _____[Insert Title]
Date: _____[Insert Date]

[ACKNOWLEDGMENTS APPEAR ON NEXT PAGE]

Non-Tower Structure

ACKNOWLEDGEMENTS

LANDLORD

STATE OF _____)
) ss:
COUNTY OF _____)

On the ____ day of _____, 20____, before me, personally appeared _____, who acknowledged under oath, that he/she is the person/officer named in the within instrument, and that he/she executed the same in his/her stated capacity as the voluntary act and deed of the Landlord for the purposes therein contained.

Notary Public: _____
My Commission Expires: _____

TENANT

STATE OF _____)
) ss:
COUNTY OF _____)

On the ____ day of _____, 20____, before me personally appeared _____, who acknowledged under oath that he/she is the _____ of AT&T Mobility Corporation, the Manager of New Cingular Wireless PCS, LLC, the Tenant named in the attached instrument, and as such was authorized to execute this instrument on behalf of the Tenant.

Notary Public: _____
My Commission Expires: _____

MORTGAGEE

STATE OF _____)
) ss:
COUNTY OF _____)

On the ____ day of _____, 20____ before me, personally appeared _____, who acknowledged under oath, that he/she is the person/officer named in the within instrument, and that he/she executed the same in his/her stated capacity as the voluntary act and deed of the Mortgagee for the purposes therein contained.

Notary Public: _____
My Commission Expires: _____

EXHIBIT 1

DESCRIPTION OF PROPERTY AND PREMISES

The Property is legally described as follows:

The Premises is legally described as follows:

EXHIBIT 11

ENVIRONMENTAL DISCLOSURE

Landlord represents and warrants that the Property, as of the Effective Date, is free of hazardous substances except as follows:

[INSERT AS APPLICABLE]

EXHIBIT 12
STANDARD ACCESS LETTER
[FOLLOWS ON NEXT PAGE]

Non-Tower Structure

{This Letter Goes On Landlord's Letterhead}

[Insert Date]

Building Staff / Security Staff
[Landlord, Lessee, Licensee]
[Street Address]
[City, State, Zip]

Re: Authorized Access granted to AT&T

Dear Building and Security Staff,

Please be advised that we have signed a lease with New Cingular Wireless PCS, LLC ("AT&T") permitting AT&T to install, operate and maintain telecommunications equipment at the property. The terms of the lease grant AT&T and its representatives, employees, agents and subcontractors ("representatives") access to the leased area during regular business hours of the Louisville Recreation and Senior Center, or if an emergency (including but not limited to a power outage or interruption in services) then 24 hours per day, 7 days per week.

To avoid impact on telephone service during the day, AT&T's representatives may be seeking access to the property outside of normal business hours if approved in advance by the City of Louisville, or if otherwise necessitated by an emergency. AT&T's representatives have been instructed to keep noise levels at a minimum during their visit.

Please grant the bearer of a copy of this letter access to the property and to leased area. Thank you for your assistance.

Landlord Signature

Non-Tower Structure

EXHIBIT 24(b)

MEMORANDUM OF LEASE

[FOLLOWS ON NEXT PAGE]

**MEMORANDUM
OF
LEASE**

This Memorandum of Lease is entered into on this _____ day of _____, 20____, by and between [Insert Landlord's Name], a [Insert Jurisdictional State, and Entity Type] having its principal office/residing at [Insert Landlord's Address] (hereinafter called "**Landlord**"), and New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address of 1025 Lenox Park Blvd NE, 3rd Floor, Atlanta, GA 30319 ("**Tenant**").

1. Landlord and Tenant entered into a certain Structure Lease Agreement ("**Agreement**") on the _____ day of _____, 20____, for the purpose of installing, operating and maintaining a communication facility and other improvements. All of the foregoing is set forth in the Agreement.
2. The initial lease term will be five (5) years commencing on the Effective Date of the Agreement, with [[Spell It] (____)] successive automatic five (5) year options to renew.
3. The portion of the land being leased to Tenant and associated easements are described in **Exhibit 1** annexed hereto.
4. This Memorandum of Lease is not intended to amend or modify, and shall not be deemed or construed as amending or modifying, any of the terms, conditions or provisions of the Agreement, all of which are hereby ratified and affirmed. In the event of a conflict between the provisions of this Memorandum of Lease and the provisions of the Agreement, the provisions of the Agreement shall control. The Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, successors, and assigns, subject to the provisions of the Agreement.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Lease as of the day and year first above written.

LANDLORD:

[Insert Landlord's Name], a
[Insert Jurisdictional State, and Entity Type]

By: _____
Print Name: [_____]_____
Its: _____[Insert Title]
Date: _____[Insert Date]

TENANT:

New Cingular Wireless PCS, LLC
a Delaware limited liability company

By: AT&T Mobility Corporation
Its: Manager

By: _____
Print Name: [_____]_____
Its: _____[Insert Title]
Date: _____[Insert Date]

[ACKNOWLEDGMENTS APPEAR ON NEXT PAGE]

TENANT ACKNOWLEDGMENT

STATE OF _____)
) ss:
COUNTY OF _____)

On the ____ day of _____, 20____, before me personally appeared _____, and acknowledged under oath that he/she is the _____ of AT&T Mobility Corporation, the Manager of New Cingular Wireless PCS, LLC, the Tenant named in the attached instrument, and as such was authorized to execute this instrument on behalf of the Tenant.

Notary Public: _____
My Commission Expires: _____

LANDLORD ACKNOWLEDGMENT

STATE OF _____)
) ss:
COUNTY OF _____)

On the ____ day of _____, 20__ before me, personally appeared _____, who acknowledged under oath, that he/she is the person/officer named in the within instrument, and that he/she executed the same in his/her stated capacity as the voluntary act and deed of the Landlord for the purposes therein contained.

Notary Public: _____
My Commission Expires: _____

Non-Tower Structure

EXHIBIT 1

DESCRIPTION OF PROPERTY AND PREMISES

Page of

to the Memorandum of Lease dated _____, 20____, by and between [Insert
Landlord's Name] _____, a [Insert Jurisdictional State, and Entity Type] _____, as
Landlord, and New Cingular Wireless PCS, LLC, a Delaware limited liability company, as Tenant.

The Property is legally described as follows:

The Premises are described and/or depicted as follows:

Non-Tower Structure

W-9 FORM

[FOLLOWS ON NEXT PAGE]

Non-Tower Structure

Form **W-9**
(Rev. March 2024)
Department of the Treasury
Internal Revenue Service

**Request for Taxpayer
Identification Number and Certification**

Go to www.irs.gov/FormW9 for instructions and the latest information.

**Give form to the
requester. Do not
send to the IRS.**

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See Specific Instructions on page 3.	1	Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)	
	2	Business name/disregarded entity name, if different from above.	
	3a	Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes. ☐ Individual/sole proprietor ☐ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate ☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner. ☐ Other (see instructions)	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any)
	3b	If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions ☐	(Applies to accounts maintained outside the United States.)
	5	Address (number, street, and apt. or suite no.). See instructions.	Requester's name and address (optional)
	6	City, state, and ZIP code	
	7	List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)																								
Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> , later.																								
Social security number <table><tr><td></td><td></td><td></td><td></td><td>-</td><td></td><td></td><td></td><td></td><td></td><td></td><td></td></tr></table> or Employer identification number <table><tr><td></td><td></td><td></td><td></td><td></td><td>-</td><td></td><td></td><td></td><td></td><td></td><td></td></tr></table>					-													-						
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Note: If the account is in more than one name, see the instructions for line 1. See also <i>What Name and Number To Give the Requester</i> for guidelines on whose number to enter.																								

Part II Certification		
Under penalties of perjury, I certify that:		
1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and		
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and		
3. I am a U.S. citizen or other U.S. person (defined below); and		
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.		
Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.		
Sign Here	Signature of U.S. person	Date

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

Prepared by and Return to:

New Cingular Wireless PCS, LLC
Attn: Lease Administration Team
7670 S Chester St
Englewood, CO 80112

(Space Above This Line For Recorder's Use Only)

APN (Tax Id.): 157507323001

Cell Site #: COL05398
Cell Site Name: Pine and Via Appia Way
Fixed Asset #: 12734395
State: Colorado
County: Boulder

MEMORANDUM OF LEASE

This Memorandum of Lease is entered into on this ___ day of _____, 20___, by and between City of Louisville, a municipal corporation having its mailing address at 749 Main Street, Louisville, Colorado (hereinafter called "**Landlord**"), and New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address of 1025 Lenox Park Blvd NE 3rd Floor, Atlanta, GA 30319 ("**Tenant**").

1. Landlord and Tenant entered into a certain Land Lease Agreement ("**Agreement**") on the _____ day of _____, 20____, for the purpose of installing, operating and maintaining a communication facility and other improvements. All of the foregoing is set forth in the Agreement.
2. The initial lease term will be five (5) years commencing on the Effective Date, with four (4) successive automatic five (5) year options to renew.
3. The portion of the land being leased to Tenant and associated easements are described in **Exhibit 1** annexed hereto.
4. This Memorandum of Lease is not intended to amend or modify, and shall not be deemed or construed as amending or modifying, any of the terms, conditions or provisions of the Agreement, all of which are hereby ratified and affirmed. In the event of a conflict between the provisions of this Memorandum of Lease and the provisions of the Agreement, the provisions of the Agreement shall control. The Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, successors, and assigns, subject to the provisions of the Agreement.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Lease as of the day and year first above written.

LANDLORD:

City of Louisville, a
Municipal corporation

By: _____
Print Name: Christopher M. Leh
Its: Mayor
Date: _____

TENANT:

New Cingular Wireless PCS, LLC,
a Delaware limited liability company

By: AT&T Mobility Corporation
Its: Manager

By: _____
Print Name: Ashwani Goel
Its: _____
Date: _____

TENANT ACKNOWLEDGMENT

STATE OF _____)
) ss:
COUNTY OF _____)

On the ____ day of _____, 20__, before me personally appeared _____, and acknowledged under oath that he/she is the _____ of AT&T Mobility Corporation, the Manager of New Cingular Wireless PCS, LLC, the Tenant named in the attached instrument, and as such was authorized to execute this instrument on behalf of the Tenant.

Notary Public: _____
My Commission Expires: _____

LANDLORD ACKNOWLEDGMENT

STATE OF _____)
) ss:
COUNTY OF _____)

On the ____ day of _____, 20__ before me, personally appeared _____, who acknowledged under oath, that he/she is the person/officer named in the within instrument, and that he/she executed the same in his/her stated capacity as the voluntary act and deed of the Landlord for the purposes therein contained.

Notary Public: _____
My Commission Expires: _____

EXHIBIT 1 TO MEMORANDUM OF LEASE
DESCRIPTION OF PROPERTY AND PREMISES

Page of

to the Memorandum of Lease dated _____, 20____, by and between City of Louisville, a municipal corporation, as Landlord, and New Cingular Wireless PCS, LLC, a Delaware limited liability company, as Tenant.

The Property is legally described as follows:

Lot 1, Block 1, Louisville Recreation and Senior Center Expansion. Reception no. 03632086

The Premises are described and/or depicted as follows:

Lease Site Description

Beginning at a point S.79°24'11"W., a distance of 220.21 feet from the found rebar being the most Northeasterly property corner of Lot 1, Block 1, Louisville Recreation and Senior Center expansion. Reception no. 03632086, said point also having a basis of bearing S.00°19'59"E., 1115.86 feet between the said found rebar and the south quarter corner of Section 7, Township 1 South, Range 69 West, 6th Principal Meridian.; running thence South 22°21'48" East, a distance of 15.00 feet; thence South 67°38'12" West, a distance of 20.00 feet; thence North 22°21'48" West, a distance of 15.00 feet; thence North 67°38'12" East, a distance of 20.00 feet to the point of beginning.

Containing 300 square feet.

Access Easement Description

An easement 10.00 feet in width, being 5.00 feet on each side of the following described centerline:

Beginning at a point N.56°01'48"W., a distance of 118.35 feet from the found rebar being the most Northeasterly property corner of Lot 1, Block 1, Louisville Recreation and Senior Center expansion. Reception No. 03632086, said point also having a basis of bearing S.00°19'59"E., 1115.86 feet between the said found rebar and the south quarter corner of Section 7, Township 1 South, Range 69 West, 6th Principal Meridian.; running thence South 53°28'41" West, a distance of 68.95 feet; thence South 67°38'12" West, a distance of 78.88 feet; thence Southwesterly along the arc of a curve to the left a distance of 23.56 feet having a radius of 15/00 feet a central angle of 90°00'00" and chord bearing and distance of South 22°38'12" West 21.21 feet; thence South 22°21'48" East, a distance of 20.61 feet to the point of terminus.

Power Easement Description

An easement, 6.00 feet in width, being 3.00 feet on each side of the following described centerline:

Beginning a point S.76°34'17"W., a distance of 272.30 feet from the found rebar being the most Northeasterly property corner of Lot 1, Block 1, Louisville Recreation and Senior Center expansion. Reception No. 03632086, said point also having a basis of bearing S.00°19'59"E., 1115.86 feet between the said found rebar and the South quarter corner of Section 7, Township 1 South, Range 69 West, 6th Principal Meridian.; running thence North 67°38'12" East, a distance of 33.65 feet to the point of terminus.

Fiber Easement Description

An easement, 6.00 feet in width, being 3.00 feet on each side of the following described centerline:

Beginning a point S.76°34'17"W., a distance of 272.30 feet from the found rebar being the most Northeasterly property corner of Lot 1, Block 1, Louisville Recreation and Senior Center expansion. Reception No. 03632086, said point also having a basis of bearing S.00°19'59"E., 1115.86 feet between the said found rebar and the South quarter corner of Section 7, Township 1 South, Range 69 West, 6th Principal Meridian.; running thence South 60°00'00" East, a distance of 40.08 feet; thence South 22°21'48"East, a distance of 55.91 feet to the point of terminus.

Utility Easement Description

An easement, 6.00 feet in width, being better described as follows:

Beginning at a point S.75°30'54"W., a distance of 221.74 feet from the found rebar being the most Northeasterly property corner of Lot 1, Block 1, Louisville Recreation and Senior Center expansion. Reception No. 03632086, said point also having a basis of bearing S.00°19'59"E., 1115.86 feet between the said found rebar and the South quarter corner of Section 7, Township 1 South, Range 69 West, 6th Principal Meridian.; running thence South 22°14'58" East, a distance of 24.22 feet; thence North 67°45'02" East, a distance of 8.99 feet; thence South 22°14'58" East, a distance of 6.00 feet; thence South 67°45'02" West, a distance of 234.74 feet; thence South 02°57'47" West, a distance of 133.59 feet; thence South 67°34'28" West, a distance of 17.96 feet; thence North 22°25'32" West, a distance of 6.00 feet; thence North 67°34'28" East, a distance of 14.17 feet; thence North 02°57'47" East, a distance of 129.43 Feet; thence North 89°31'27" West, a distance of 72.50 feet; thence North 22°42'42" West, a distance of 69.98 feet; thence North 67°17'18" East, a distance of 6.00 feet; thence South 22°42'42" East, a distance of 66.02 feet; thence South 89°31'27" East, a distance of 73.33 feet; thence North 67°45'02" East, a distance of 227.55 feet; thence North 22°14'58" West, a distance of 106.00 feet; thence North 67°45'02" East, a distance of 6.00 feet to the point of beginning.

Containing 3,843 Square Feet.



