

THE SIXTH AMENDMENT TO LEASE AGREEMENT

This Sixth Amendment to Lease Agreement (this “**Amendment**”) is made effective as of the latter signature date hereof (the “**Effective Date**”) by and between **City of Tolleson, Arizona**, a municipality (“**Landlord**”) and **Cellco Partnership d/b/a Verizon Wireless** (“**Tenant**”) (Landlord and Tenant being collectively referred to herein as the “**Parties**”).

RECITALS

WHEREAS, Landlord owns the real property described on **Exhibit A** attached hereto and by this reference made a part hereof (the “**Parent Parcel**”); and

WHEREAS, Landlord (or its predecessor-in-interest) and Tenant (or its predecessor-in-interest) entered into that certain Lease Agreement dated December 3, 1980 (the “**Original Lease**”) as amended by that certain Amended Option Lease Agreement dated April 27, 1982 (the “**First Amendment**”) as amended by that certain Second Amendment to Option-Lease Agreement dated June 9, 1983 (the “**Second Amendment**”) as amended by that certain Third Amendment to Option-Lease Agreement dated March 13, 1984 (the “**Third Amendment**”) as amended by that certain Fourth Amendment to Option-Lease Agreement dated April 11, 2001 (the “**Fourth Amendment**”) as further amended by that certain Fifth Amendment to Option-Lease Agreement dated August 6, 2019 (the “**Fifth Amendment**”) (collectively, the “**Lease**”), pursuant to which the Tenant leases a portion of the Parent Parcel and is the beneficiary of certain easements for access and public utilities all as more particularly described in the Lease (such portion of the Parent Parcel so leased along with such portion of the Parent Parcel so affected, collectively, the “**Leased Premises**”), which Leased Premises are also described on **Exhibit A**; and

WHEREAS, Tenant and/or its parent, affiliates, subsidiaries and other parties identified therein, entered into a sublease agreement with **American Tower Delaware Corporation**, a Delaware corporation and/or its parents, affiliates and subsidiaries (“**American Tower**”), pursuant to which American Tower subleases, manages, operates and maintains, as applicable, the Leased Premises, all as more particularly described therein; and

WHEREAS, Tenant has granted American Tower a limited power of attorney (the “**POA**”) to, among other things, prepare, negotiate, execute, deliver, record and/or file certain documents on behalf of Tenant, all as more particularly set forth in the POA; and

WHEREAS, Landlord and Tenant desire to amend the terms of the Lease to extend the term thereof and to otherwise modify the Lease as expressly provided herein.

NOW THEREFORE, in consideration of the foregoing recitals and the mutual covenants set forth herein and other good and valuable consideration, the receipt, adequacy, and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. **Lease is a Proprietary Act.** This Lease is a proprietary act of Landlord, and Landlord is solely acting in its proprietary capacity in connection with this Lease, which is entirely unrelated to any zoning authority that Landlord may have in connection with this Lease.
2. **One-Time Administrative Fee Payment.** American Tower, on behalf of Tenant, shall pay to Landlord a one-time administrative fee payment in the amount of **fifteen thousand and 00/100 Dollars (\$15,000.00)** (the “**One-Time Payment**”), payable within thirty (30) days of the Effective Date and subject to the following conditions precedent: (a) Tenant’s receipt of this Amendment executed by Landlord, on or before December 31, 2024; (b) Tenant’s receipt of any documents and other items reasonably requested by Tenant in order to effectuate the transaction and payment contemplated herein; and (c) receipt by Tenant of an original Memorandum (as defined herein) executed by Landlord. Such administrative fee is neither Rent nor any offset to Rent or any other monies that may be owed by

Tenant to Landlord and is fully earned by Landlord upon the execution and delivery of this Amendment to Tenant.

3. Lease Term Extended. Notwithstanding anything to the contrary contained in the Lease or this Amendment, the Parties agree the Lease originally commenced on May 1, 1984, and without giving effect to the terms of this Amendment but assuming the exercise by Tenant of all remaining renewal options contained in the Lease (each an “**Existing Renewal Term**” and, collectively, the “**Existing Renewal Terms**”), the Lease is otherwise scheduled to expire on April 30, 2029. In addition to any Existing Renewal Term(s), the Lease is hereby amended to provide Tenant with the option to extend the Lease for each of seven (7) additional five (5) year renewal terms (each a “**New Renewal Term**” and, collectively, the “**New Renewal Terms**”). Notwithstanding anything to the contrary contained in the Lease, (a) all Existing Renewal Terms and New Renewal Terms shall automatically renew unless Tenant notifies Landlord that Tenant elects not to renew the Lease, as amended herein at least sixty (60) days prior to the commencement of the next Renewal Term (as defined below) and if the Tenant is not in breach of the Lease beyond the permitted cure period, as provided in the Default and Right to Cure Section below, at the time of each such New Renewal Term. The Landlord hereby agrees to execute and return to Tenant an original Memorandum of Lease in the form and of the substance attached hereto as **Exhibit B** and by this reference made a part hereof (the “**Memorandum**”) executed by Landlord, together with any applicable forms needed to record the Memorandum, which forms shall be supplied by Tenant to Landlord.

4. Rent and Escalation.

- a. As of the Effective Date, the Parties hereby acknowledge and agree that the rent payable from Tenant to Landlord under the Lease, is equal to **two thousand two hundred forty-seven and 69/100 Dollars (\$2,247.69)** per month (the “**Rent**”). Commencing on May 1, 2029, and on the beginning of each Renewal Term thereafter, Rent due under the Lease, shall increase by an amount equal to **fifteen percent (15%)** of the then current Rent.
- b. Notwithstanding anything to the contrary contained in the Lease, all Rent and any other payments expressly required to be paid by Tenant to Landlord under the Lease and this Amendment shall be paid to **City of Tolleson**. The Landlord hereby agrees the Rent, the One-Time Administrative Fee Payment and the Collocation Fee (as defined below) described in this Amendment is the only consideration owed to Landlord from Tenant and/or American Tower pursuant to the Lease, as amended, or any other agreements between Landlord and Tenant, or Landlord and American Tower, as the case may be.
- c. In the event of any overpayment of Rent or Collocation Fee (as defined below) prior to or after the Effective Date, Tenant shall have the right to deduct from any future Rent payments an amount equal to the overpayment amount. The escalations in this Section shall be the only escalations to the Rent and any/all rental escalations otherwise contained in the Lease are hereby null and void and are of no further force and effect.
- d. If Tenant fails to timely pay Rent in full, or any other amount payable to Landlord within thirty (30) days after such amounts are due and unpaid, such amounts due and owing will be subject to a late charge equal to twelve percent (12%) of such unpaid amounts (“**Late Fee**”). The Parties agree that such Late Fee represents a fair and reasonable estimate of the costs and expenses Landlord will incur by reason of late payment by Tenant.

5. Revenue Share.

- a. Subject to the other applicable terms, provisions, and conditions of this Section, Tenant shall pay Landlord **ten percent (10%)** of any rents actually received by Tenant or American Tower under and pursuant to the terms and provisions of any new sublease, license or other collocation agreement for the use of any portion of the Leased Premises entered into by and between Tenant (or American Tower) and a third party (any such third party, the **"Additional Collocator"**) subsequent to the Effective Date (any such amounts, the **"Collocation Fee"**). Within thirty (30) days after Tenant's receipt of Landlord's written request, Tenant shall provide Landlord with a statement showing the number of Additional Collocators installed on the Tower, the rents collected by Tenant from the Additional Collocators, and the Collocation Fee due from Tenant to Landlord. Notwithstanding the foregoing, Landlord shall not be entitled to receive any portion of any sums paid by a licensee or sublessee to reimburse Tenant (or American Tower), in whole or in part, for any improvements to the Leased Premises or any structural enhancements to the tower located on the Leased Premises (such tower, the **"Tower"**), or for costs, expenses, fees, or other charges incurred or associated with the development, operation, repair, or maintenance of the Leased Premises or the Tower. The Collocation Fee shall not be subject to the escalations to Rent, if any, as delineated in this Amendment and/or the Lease. To the extent the amount of rents actually received by Tenant (or American Tower) from an Additional Collocator escalate or otherwise increase pursuant to those agreements, the Collocation Fee shall be based on such increased amount.
- b. The initial payment of the Collocation Fee shall be due within thirty (30) days of actual receipt by Tenant (or American Tower) of the first collocation payment paid by an Additional Collocator. In the event a sublease or license with an Additional Collocator expires or terminates, Tenant's obligation to pay the Collocation Fee for such sublease or license shall automatically terminate upon the date of such expiration or termination. Notwithstanding anything contained herein to the contrary, Tenant shall have no obligation to pay to Landlord and Landlord hereby agrees not to demand or request that Tenant pay to Landlord any Collocation Fee in connection with the sublease to or transfer of Tenant's obligations and/or rights under the Lease, as modified by this Amendment, to any subsidiary, parent or affiliate of Tenant or American Tower.
- c. Landlord hereby acknowledges and agrees that Tenant and American Tower have the sole and absolute right to enter into, renew, extend, terminate, amend, restate, or otherwise modify (including, without limitation, reducing rent or allowing the early termination of) any future or existing subleases, licenses or collocation agreements for occupancy on the Tower, all on such terms as Tenant and/or American Tower deem advisable, in Tenant's and/or American Tower's sole and absolute discretion, notwithstanding that the same may affect the amounts payable to the Landlord pursuant to this Section
- d. Notwithstanding anything to the contrary contained herein, Landlord hereby acknowledges and agrees that Tenant shall have no obligation to pay and shall not pay to Landlord any Collocation Fee in connection with: (i) any subleases, licenses, or other collocation agreements between Tenant (or American Tower), or Tenant's (or American Tower's) predecessors-in-interest, as applicable, and American Tower or any third parties, or such third parties' predecessors or successors-in-interest, as applicable, entered into prior to the Effective Date (any such agreements, the **"Existing Agreements"**); (ii) any amendments, modifications, extensions, renewals, and/or restatements to and/or of the Existing Agreements entered into prior to the Effective Date or which may be entered into on or after the Effective Date; (iii) any subleases, licenses, or other collocation agreements entered into by and between Tenant (or American Tower) and any Additional Collocators for public emergency and/or safety system purposes that are required or ordered by any governmental authority having jurisdiction at or over the Leased Premises; or (iv) any subleases, licenses or other collocation agreements entered into by and between Tenant (or American Tower) and any

Additional Collocators if the Landlord has entered into any agreements with such Additional Collocators to accommodate such Additional Collocators' facilities outside of the Leased Premises and such Additional Collocators pay any amounts (whether characterized as rent, additional rent, use, occupancy or other types of fees, or any other types of monetary consideration) to Landlord for such use.

6. **Landlord and Tenant Acknowledgments.** Except as modified herein, the Lease and all provisions contained therein remain in full force and effect and are hereby ratified and affirmed. The Parties hereby agree that as of the Effective Date no defaults exist under the Lease. Landlord hereby acknowledges and agrees that Tenant shall not need consent or approval from, or to provide notice to, Landlord for any future activities at or uses of the Leased Premises, including, without limitation, installing, modifying, repairing, or replacing improvements within the Leased Premises, as modified by this Amendment, provided Tenant shall require Landlord's consent for subleasing and licensing to additional customers. Tenant and Tenant's sublessees and customers (accompanied by Tenant or its sublessees) shall have vehicular (specifically including truck) and pedestrian access to the Leased Premises from a public right of way on a 24 hours per day, 7 days per week basis, together with utilities services to the Leased Premises from a public right of way. The terms, provisions, and conditions of this Section shall survive the execution and delivery of this Amendment.
7. **Landlord Statements.** Landlord hereby represents and warrants to Tenant that: (i) to the extent applicable, Landlord is duly organized, validly existing, and in good standing in the jurisdiction in which Landlord was organized, formed, or incorporated, as applicable, and is otherwise in good standing and authorized to transact business in each other jurisdiction in which such qualifications are required; (ii) Landlord has the full power and authority to enter into and perform its obligations under this Amendment, and, to the extent applicable, the person(s) executing this Amendment on behalf of Landlord, have the authority to enter into and deliver this Amendment on behalf of Landlord; (iii) no consent, authorization, order, or approval of, or filing or registration with, any governmental authority or other person or entity is required for the execution and delivery by Landlord of this Amendment; (iv) Landlord is the sole owner of the Leased Premises and all other portions of the Parent Parcel; (v) to the best of Landlord's knowledge, there are no agreements, liens, encumbrances, claims, claims of lien, proceedings, or other matters (whether filed or recorded in the applicable public records or not) related to, encumbering, asserted against, threatened against, and/or pending with respect to the Leased Premises or any other portion of the Parent Parcel which do or could (now or any time in the future) adversely impact, limit, and/or impair Tenant's rights under the Lease, as amended and modified by this Amendment; ; (vi) so long as Tenant is not in breach of the Lease, Tenant shall peaceably and quietly have, hold and enjoy the Leased Premises in accordance with the terms of the Lease without hindrance or ejection by any person lawfully claiming under Landlord, and Landlord shall not act or permit any third person to act in any manner which would interfere with or disrupt Tenant's use of the Leased Premises and (vii) the square footage of the Leased Premises is the greater of Tenant's existing improvements on the Parent Parcel or the land area conveyed to Tenant under the Lease. The representations and warranties of Landlord made in this Section shall survive the execution and delivery of this Amendment. Landlord hereby does and agrees to indemnify Tenant for any damages, losses, costs, fees, expenses, or charges of any kind sustained or incurred by Tenant as a result of the breach of the representations and warranties made herein or if any of the representations and warranties made herein prove to be untrue. The aforementioned indemnification shall survive the execution and delivery of this Amendment.
8. **Termination.** This Lease may be terminated as follows:
 - a. By either Party on thirty (30) days prior written notice to the other Party, if the other Party remains in default under Section 11 of this Lease past the applicable cure period;

- b. By Tenant upon ninety (90) days prior written notice to Landlord for any reason or no reason, so long as Tenant accompanies such written notice with an Early Termination Fee ("ETF") equal to the lesser of (i) the balance of Rent due for the current five-year Term or (ii) twenty-four (24) months' Rent, at the then current rate.
- c. Notwithstanding Section 8(b), no such ETF will be applicable if termination of this Lease by Tenant is under any of the termination provisions contained in the following:
 - i. Section 9 Interference, solely if breach is by Landlord.
 - ii. Section 10(a) Casualty, solely if the casualty is not caused by or attributable in whole or in part to Tenant;
 - iii. Section 10(b) Condemnation;
 - iv. Section 13 of the Original Lease and Section 7 Landlord Statements, solely if breach is by Landlord to quiet enjoyment;
 - v. Section 15 Environmental if hazard is Landlord's sole responsibility; and
 - vi. Section 17 Relocation.
- d. Conflict of Interest. This Lease is subject to the provisions of A.R.S. § 38-511. The Landlord may cancel this Lease without penalty or further obligations by the Landlord or any of its departments or agencies if any person significantly involved in initiating, negotiating, securing, drafting or creating this Lease on behalf of the Landlord or any of its departments or agencies is, at any time while this Lease or any extension of this Lease is in effect, an employee of any other party to this Lease in any capacity or a consultant to any other party of this Lease with respect to the subject matter of this Lease.

9. Interference.

- a. Tenant or its sublessees shall not interfere with the radio frequency communications of any of Landlord's existing non-governmental tenants at the Parent Parcel as of the Effective Date and at any time as to any radio frequency communications of Landlord or any other government agency user at the Parent Parcel. After the Effective Date, Landlord shall not install, or permit any third party to install, any non-governmental use equipment or structures that interferes with the radio frequency operations of Tenant or its sublessees, and Tenant or its sublessees shall not install any equipment or structures that interferes with the radio frequency operations of Landlord or any other governmental user at the Parent Parcel.
- b. Any such interference shall be deemed a material breach of this Lease, and the breaching Party shall remove the cause of the interference within forty-eight (48) hours of notice notwithstanding any other cure periods in this Lease.
- c. Each Party shall have the right to exercise all legal and equitable rights and remedies to end the interference, including the right to terminate this Lease.

10. Casualty and Condemnation.

- a. Casualty. If the Leased Premises is materially damaged or destroyed by casualty not caused or attributable in whole or in part to Tenant, and in Tenant's reasonable determination the area is determined to be unsuitable, Tenant shall be entitled to terminate the Lease by written notice to Landlord as of the date of such casualty with such termination as being treated as the natural expiration of this Lease with no remaining Term.
- b. Condemnation. If the Parent Parcel in whole, or the Parent Parcel in part including the Leased Premises in whole or in part is condemned by a condemning authority, and in Tenant's reasonable determination the Leased Premises are unsuitable for the Tenant, then the Tenant shall be entitled to terminate the Lease as of the date the title vests in the condemning authority with such

termination as being treated as the natural expiration of this Lease with no remaining Term. The Parties will each be entitled to pursue their own separate awards in the condemnation proceeding.

11. Default and Right to Cure.

- a. The following will be deemed a default by Tenant and a breach of this Lease:
 - i. Non-payment of Rent if such Rent remains unpaid for more than thirty (30) days after receipt of written notice from Landlord of such failure to pay; or
 - ii. Tenant's failure to perform any other term or condition under this Lease within sixty (60) days after receipt of written notice from Landlord specifying the failure, however, no such breach 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, and delay in curing a default will be excused if due to causes beyond the reasonable control of Tenant.
- b. The following will be deemed a default by Landlord and a breach of this Lease:
 - i. Landlord's failure to perform any other term or condition under this Lease within sixty (60) days after receipt of written notice from Tenant specifying the failure, however, no such breach will be deemed to exist if Landlord has commenced to cure such default within such period and provided that such efforts are prosecuted to completion with reasonable diligence, and delay in curing a default will be excused if due to causes beyond the reasonable control of Landlord.

12. Insurance and Subrogation.

- a. General. During the Term, Tenant shall maintain Commercial General Liability Insurance in amounts of One Million and no/100 Dollars (\$1,000,000.00) per occurrence and Two Million and no/100 Dollars (\$2,000,000.00) aggregate. Tenant may satisfy this requirement by obtaining the appropriate endorsement to any master insurance policy Tenant may maintain. Tenant shall maintain "all risk" property insurance on a replacement cost basis for their respectively owned real or personal property. Failure to maintain insurance as specified herein may result in termination of the Agreement at the Landlord's option.
- b. Subrogation. In the event of an insured loss, Landlord's insurance company shall have a subrogated claim against Tenant.
- c. No Representation of Coverage Adequacy. By requiring insurance herein, the Landlord does not represent that coverage, and limits will be adequate to protect Tenant. Failure to demand evidence of full compliance with the insurance requirements or failure to identify any insurance deficiency shall not relieve Tenant from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of the Lease.
- d. Coverage Term. All insurance required herein shall be maintained in full force and effect until all work or services required to be performed under the terms of the Lease are satisfactorily performed, completed and formally accepted by the Landlord.
- e. Policy Deductibles and/or Self-Insured Retentions. The policies set forth in these requirements may provide coverage that contains deductibles or self-insured retention amounts. Such deductibles or self-insured retention shall not be applicable with respect to the policy limits provided to the Landlord. The Tenant shall be solely responsible for any such deductible or self-insured retention amount.
- f. Subcontractors. If any work under the Lease is subcontracted, Tenant shall execute written agreement with its subcontractors containing the indemnification and insurance requirements set

forth herein. The Tenant shall be responsible for executing any agreements with its subcontractors and obtaining certificates of insurance verifying requirements.

- g. Claims Made. In the event any insurance policies required are written on a "claims made" basis, coverage shall extend, either by keeping coverage in force or by purchasing an extended reporting option, for three years past completion and acceptance of the services. Such continuing coverage shall be evidenced by submission of annual Certificates of Insurance and necessary endorsements citing applicable coverage is in force and contains the provisions as required herein for the three-year period.
- h. Evidence of Insurance. Prior to commencing any work or services under the Lease, Tenant will provide the Landlord with suitable evidence of insurance in the form of certificates of insurance and, to forward renewal certificates to the Landlord thirty (30) days. All certificates of insurance and declarations shall be identified by referencing the Agreement; certificates of insurance and declaration page(s) of the insurance policies submitted without referencing the Agreement or Asset number, as applicable, will be subject to rejection and may be returned or discarded.

13. Indemnification. The Parties acknowledge and agree that Sections 8 and 9 of the Original Lease are hereby deleted in their entirety and are of no further force and effect. From and after the Effective Date the notice address and requirements of the Lease, as modified by this Amendment, shall be controlled by this Section of this Amendment.

- a. Tenant agrees to indemnify, defend, and hold harmless Landlord and each council member, officer, employee or agent therefor from and against any and all third Party administrative or judicial actions or losses, rulings, claims, causes of action, demands, liabilities, damages, costs and expenses including but not limited to reasonable attorneys' fees and court costs resulting from Tenant's or sublessees improvement construction, reconstruction, occupancy of the Parent Parcel and/or Leased Premises, use of the Parent Parcel and/or Leased Premises, and removal of Tenant's or sublessee's improvements.
- b. Tenant shall not be responsible or liable to Landlord or any third Party for any claims, damages, costs, expenses, including liens, fines, penalties or other enforcement actions, attributable to any pre-existing violations of applicable laws, codes, ordinances or other regulations relating to the Parent Parcel (collectively, "**Landlord Pre-Existing Violations**"). To the extent Tenant is or may be required to cure such Landlord Pre-Existing Violations in order to obtain any governmental approvals for its permitted uses of the Leased Premises, Tenant shall have the right, but not the obligation, to cure such Landlord Pre-Existing Violations and deduct the actual curative costs from Rent payable under this Lease or terminate this Lease.
- c. Landlord shall not be responsible or liable to Tenant or any third party for any claims, damages, costs, expenses, including liens, fines, penalties, or other enforcement actions, attributable to any violations of applicable laws, codes, ordinances or other regulations relating to Tenant (collectively, "**Tenant Violations**"). To the extent Landlord is or may be required to cure such Tenant Violations, Landlord shall have the right, but not the obligation, to cure such Tenant Violations and charge Tenant the curative costs and/or terminate this Lease.
- d. Tenant's insurance obligations in this Lease in no way limits Tenant's liability to Landlord or any third party, nor relieves or modifies Tenant's liability or obligations to indemnify, defend and hold harmless the Landlord under any other provision this Lease.

14. Notices. The Parties acknowledge and agree that Section 16 of the Original Lease is hereby deleted in its entirety and is of no further force and effect. From and after the Effective Date the notice address and requirements of the Lease, as modified by this Amendment, shall be controlled by this Section of this

Amendment. All notices must be in writing and shall be valid upon receipt when delivered by hand, by nationally recognized courier service, or by First Class United States Mail, certified, return receipt requested to the addresses set forth herein: to Landlord at: 9555 W. Van Buren St., Tolleson, AZ 85353 with copy to Landlord's Attorney: Tolleson City Attorney, Pierce Coleman PLLC, 17851 N. 85th Street, Suite 175, Scottsdale, AZ 85255; to Tenant at: Verizon Wireless, Attn.: Network Real Estate, 180 Washington Valley Road, Bedminster, NJ 07921; with copy to: American Tower, Attn.: Land Management, 10 Presidential Way, Woburn, MA 01801; and also with copy to: Attn.: Legal Dept. 116 Huntington Avenue, Boston, MA 02116. Any of the Parties, by thirty (30) days prior written notice to the others in the manner provided herein, may designate one or more different notice addresses from those set forth above. Refusal to accept delivery of any notice or the inability to deliver any notice because of a changed address for which no notice was given as required herein, shall be deemed to be receipt of any such notice.

15. Environmental Laws.

- a. Landlord and Tenant agree that each will be responsible for their own 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 Leased Premises. Landlord and Tenant each agree that they will not use, generate, store or dispose of any Hazardous Substances on, under, about or within the Leased Premises in violation of any law or regulation. For purposes of this Lease, "Hazardous Substances" means:
 - i. any substance which contains gasoline, diesel fuel or other petroleum hydrocarbons;
 - ii. any substance which is flammable, radioactive, corrosive, or carcinogenic;
 - iii. any substance the presence of which on the Leased Premises causes or threatens to cause a nuisance or health hazard affecting human health, the environment, the Leased Premises or adjacent thereto; or
 - iv. any substance the presence of which on the Leased Premises or adjacent thereto requires investigation or remediation under any hazardous substance federal or state law or regulation.
- b. Landlord and Tenant agree to:
 - i. Hold harmless and indemnify the other from, and to assume all duties, responsibilities and liabilities at the sole cost and expense of the indemnifying Party 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 that Party's breach of its obligations or representations under Section 15(a).
 - ii. Landlord agrees to hold harmless and indemnify Tenant from, and to assume all duties, responsibilities and liabilities at the sole cost and expense of Landlord for, payment of penalties, sanctions, forfeitures, losses, costs or damages, and for responding to any Claims, to the extent arising from

ATC Site No: 82475

PV Code 208 / VzW Contract No: 11752

Site Name: TOLLESON

subsurface or other contamination of the Leased Premises with Hazardous Substances prior to the Effective Date or from such contamination caused by the acts or omissions of Landlord during the Term.

- iii. 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 Leased Premises by Tenant.
 - c. The indemnification provisions contained in this Section 15 specifically include reasonable costs, expenses and fees incurred in connection with any investigation of Leased Premises conditions or any clean-up, remediation, removal or restoration work required by any governmental authority. The provisions of this Section 15 will survive the expiration or termination of this Lease.
 - d. In the event Tenant becomes aware of any Hazardous Substances on the Parent Parcel, or any environmental, health or safety condition or matter relating to the Parent Parcel, that, in Tenant's reasonable determination, renders the condition of the Leased Premises unusable for Tenant's use, or if Tenant believes that the leasing or continued leasing of the Leased 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 Lease upon written notice to Landlord.
 - e. If the Leased Premises, in whole or in part, is damaged or destroyed, Landlord will have no obligation to repair, rebuild or replace the damaged or destroyed Leased Premises. If the Leased Premises, in whole or in part, is damaged or destroyed that it materially impairs Tenant's use, and such damage or destruction resulted from a cause not attributable to Tenant or any other person or entity affiliated with Tenant or under Tenant direction or control, Tenant may elect to terminate this Lease within 60 days after such damage or destruction occurs.
- 16. Assignment.** The Parties acknowledge and agree that Section 21 of the Original Lease is hereby deleted in its entirety and is of no further force and effect. From and after the Effective Date the assignment provision of the Lease, as modified by this Amendment, shall be controlled by this Section of this Amendment. Tenant may assign this Agreement, in whole or in part, to an Affiliate (as defined below) of Tenant at any time without the prior written consent or approval of Landlord. Tenant shall provide prior notice to the Landlord of such assignment. Any other assignment shall be subject to Landlord's prior written consent, which consent shall not be unreasonably withheld, delayed or conditioned upon the payment of any additional consideration. The parties further agree that it shall be unreasonable for Landlord to withhold consent for any assignment to a person or entity with sufficient financial strength to fulfil the obligations on Tenant hereunder. For the purposes of this Agreement, "Affiliate" means any corporation, partnership, limited liability company, or other entity that, directly or indirectly, controls, is controlled by, or is under common control with Tenant or with the parent company or any subsidiaries of Tenant. For purposes of the aforementioned definition, the terms "controls," "controlled by," and "under common control with" mean: (i) the right to direct the management and policies of the applicable entity or entities, whether directly or indirectly, or (ii) the ownership of more than 50% of the stock, partnership, membership, or other equity interests of and in the applicable entity or entities. If any such assignee agrees to assume all of the obligations of Tenant under this Agreement, then Tenant will be relieved of all of its obligations, duties and liabilities hereunder.

17. Relocation.

- a. Tenant acknowledges that the Parent Parcel is owned and operated by a government agency for the benefit and enjoyment of the public.
- b. Should Landlord decide to develop or redevelop the Parent Parcel in a manner that requires the relocation of the Leased Premises, the following provisions shall apply:
 - i. Landlord must provide Tenant at least twenty-four (24) months written notice of any such relocation (the "Relocation").
 - ii. Landlord and Tenant shall meet and confer to determine whether there is a suitable location of the same dimensions as the then-current Leased Premises on the Parent Parcel that may be suitable for Tenant's use. The location of the relocated Leased Premises shall be shown in a new, mutually agreeable exhibit to this Lease.
 - iii. Landlord shall be solely responsible for all expenses incurred by Tenant required to accommodate the Relocation.
 - iv. Tenant shall have the right to approve the relocation site, which approval shall not be unreasonably withheld, provided Tenant is able to secure consent from its subtenants to the relocation. Landlord shall notify Tenant and deliver to Tenant a copy of the survey and legal description depicting the new proposed location of the tower and/or Leased Premises. In addition, if requested by Tenant, Landlord shall conduct a Phase 1 environmental survey, at Landlord's expense and using a surveyor approved by Tenant, of the proposed relocation area(s). Tenant however shall have the right to deny approval of any proposed relocation where a Phase 1 environmental survey indicates a violation or potential violation of any local, state or federal environmental law or regulation or if in Tenant's reasonable determination such alternative location will interfere with Tenant's operations such that the proposed location will lead to signal interference for equipment existing on Tenant's tower as of the date of the requested relocation.
 - v. Landlord shall also obtain any and all necessary jurisdiction, zoning and government approvals for the requested relocation, specifically any regulations as they pertain to wireless telecommunications facilities.
 - vi. In the event Landlord elects to relocate the access and utility easement along with the relocation of the tower and/or Leased Premises, such alternate location shall provide access to the Leased Premises of the same or similar quality and accessibility as exists on the date hereof. Landlord agrees that such relocation will not interrupt Tenant's daily operation of the tower site, including but not limited to access to the site (by foot and vehicle, including trucks) 24 hours a day 7 days a week.
 - vii. If necessary, in Tenant's reasonable determination, Tenant may elect to install a temporary communications facility (e.g. a "cell on wheels," or "cell on light truck", etc.) in a mutually agreeable location on the Parent Parcel during the Relocation construction activities.
 - viii. If within ninety (90) days after first meeting to confer on the Relocation the Parties cannot agree on a relocation Leased Premises, either Party may terminate

this Lease upon ninety (90) days written notice to the other, with such termination being treated as the natural expiration of the Lease with no remaining Renewal Term.

18. Bankruptcy. The Landlord and the Tenant hereby expressly agree and acknowledge that it is the intention of both Parties that in the event that during the term of this Lease if Tenant shall become a debtor in any voluntary or involuntary bankruptcy proceeding (a "**Proceeding**") under the United States Bankruptcy Code, 11 U.S.C. §§ 101, *et seq.* (the "**Code**"), this Lease is and shall be treated for all purposes and considered for all intents as an unexpired Lease of nonresidential real property, and the Rent is and shall be treated for all purposes and considered for all intents as rent under Section 365 of the Code, 11 U.S.C. § 365 (as may be amended or replaced), and, accordingly, shall be subject to the provisions of subsections (d)(3) and (d)(4) of said Section 365 (as may be amended or replaced). Any person or entity to which this Lease is assigned pursuant to the provisions of the Code shall be deemed without further act to have assumed all of the obligations of Tenant arising under this Lease after the date of such assignment. Any monies or other considerations payable or otherwise to be delivered in connection with such assignment shall be paid to Landlord, shall be the exclusive property of Landlord, and shall not constitute property of the Tenant or of the estate of Tenant within the meaning of the Bankruptcy Code. Any monies or other considerations constituting Landlord's property under the preceding sentence not paid or delivered to Landlord shall be held in trust for the benefit of Landlord and be promptly paid to Landlord.

19. Taxes. During the term of the Lease, as amended herein, Tenant shall pay when due all real property, personal property, and other taxes, fees, and assessments that are directly attributable to Tenant's improvements on the Leased Premises (the "**Applicable Taxes**") directly to the local taxing authority to the extent that the Applicable Taxes are billed directly to Tenant. Tenant hereby agrees to reimburse Landlord for any Applicable Taxes billed directly to Landlord (which shall not include any taxes or other assessments attributable to periods prior to the Effective Date). Landlord must furnish written documentation (the substance and form of which shall be reasonably satisfactory to Tenant) of any Applicable Taxes along with proof of payment of the same by Landlord. Landlord shall submit requests for reimbursement in writing to: *American Tower Corporation, Attn: Landlord Relations, 10 Presidential Way, Woburn, MA 01801* unless otherwise directed by Tenant from time to time. Subject to the requirements set forth in this Section, Tenant shall make such reimbursement payment within forty-five (45) days of receipt of a written reimbursement request from Landlord. Anything to the contrary notwithstanding, Landlord is only eligible for reimbursement if Landlord requests reimbursement within one (1) year after the date such taxes became due. Additionally, Landlord shall not be entitled to reimbursement for any costs associated with an increase in the value of Landlord's real property calculated based on any monetary consideration paid from Tenant to Landlord. If Landlord fails to pay when due any taxes affecting the Parent Parcel as required herein, Tenant shall have the right, but not the obligation, to pay such taxes on Landlord's behalf and: (i) deduct the full amount of any such taxes paid by Tenant on Landlord's behalf from any future payments required to be made by Tenant to Landlord hereunder; (ii) and demand reimbursement from Landlord, which reimbursement payment Landlord shall make within thirty (30) days of such demand by Tenant; and/or (iii) collect from Landlord any such tax payments made by Tenant on Landlord's behalf by any lawful means.

20. Conflict/Capitalized Terms. The Parties hereby acknowledge and agree that in the event of a conflict between the terms and provisions of this Amendment and those contained in the Lease, the terms and provisions of this Amendment shall control. Except as otherwise defined or expressly provided in this Amendment, all capitalized terms used in this Amendment shall have the meanings or definitions ascribed to them in the Lease. To the extent of any inconsistency in or conflict between the meaning, definition, or usage of any capitalized terms in this Amendment and the meaning, definition, or usage of

any such capitalized terms or similar or analogous terms in the Lease, the meaning, definition, or usage of any such capitalized terms in this Amendment shall control.

21. Miscellaneous Terms.

- a. **Broker Commissions.** If either Party is represented by any broker or any other leasing agent, that Party is responsible for all commission fees or other payment to the leasing agent.
- b. **Public Record Document.** The Parties acknowledge that this Lease is a public record document subject to disclosure pursuant to A.R.S. § 39-121, et seq.
- c. **Incorporation of Exhibits.** All exhibits referenced in this lease and attached hereto are hereby incorporated herein in their entirety by this reference.
- d. **Entire Agreement.** This Lease constitutes the entire agreement and understanding of the Parties, and supersedes all offers, negotiations, and other agreements with respect to the subject matter and Parent Parcel. Any amendments to this Lease must be in writing and executed by both Parties to be effective and enforceable.
- e. **Choice of Laws and Sole Venue.** The Parties acknowledge and agree that Section 15 of the Original Lease is hereby deleted in its entirety and is of no further force and effect. From and after the Effective Date and notwithstanding anything to the contrary contained in the Lease and in this Amendment, this Lease shall be solely construed in accordance with the laws of the State of Arizona, without regard to the principles of conflicts of law. Sole venue for any action brought by either Party in connection with or arising out of this Lease shall vest in Maricopa County, Arizona in the Maricopa County Superior Court, and the Parties knowing and intentionally waive any rights or claims that would defeat Maricopa County as the sole venue.
- f. **Severability.** If any term or provision in this Lease is found to be void, invalid, or unenforceable, all of the remaining terms of this Lease shall continue in full force and effect.
- g. **Lease Runs with the Land.** This Lease and the interests granted herein shall run with the land and shall be binding upon and inure to the benefit of the Parties, their respective successors, personal representatives, and assigns.
- h. **Counterparts.** This Amendment may be executed in several counterparts, each of which when so executed and delivered, shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument, even though all Parties are not signatories to the original or the same counterpart. Furthermore, the Parties may execute and deliver this Amendment by electronic means such as .pdf or similar format. Each of the Parties agrees that the delivery of the Amendment by electronic means will have the same force and effect as delivery of original signatures and that each of the Parties may use such electronic signatures as evidence of the execution and delivery of the Amendment by all Parties to the same extent as an original signature.
- i. **Waiver.** Notwithstanding anything to the contrary contained herein, in no event shall Landlord or Tenant be liable to the other for, and Landlord and Tenant hereby waive, to the fullest extent permitted under applicable law, the right to recover incidental, consequential (including, without limitation, lost profits, loss of use or loss of business opportunity), punitive, exemplary and similar damages.

- j. **Estoppel.** Upon receipt of a written request from a Party, the other Party shall within thirty (30) business days thereafter execute and deliver an estoppel certificate certifying that (i) this Lease is in full force and effect (and if modified, stating the nature of such modification and certifying the Lease, as so modified, is in full force and effect); (ii) the date to which the Rent and other charges are paid; (iii) and acknowledging that there are not, to such party's knowledge any uncured defaults on the part of the other party hereunder relating to the Leased Premises, or specifying such defaults if any are claimed.
- k. **Time for Performance.** Time is of the essence for the performance of every term, condition, and covenant of this Lease.
- l. **Surrender.** Tenant's right to possess and use the Leased Premises and occupy the Parent Parcel shall automatically terminate upon the earlier of the natural expiration or termination of the Lease. Upon the natural expiration or earlier termination of the Lease Tenant will:
- i. Immediately cease radio frequency transmissions from the Leased Premises;
 - ii. Within sixty (60) days thereafter execute, cause to be recorded, and deliver to Landlord a quitclaim deed or other legally sufficient document satisfactory to Landlord to terminate all of Tenant's rights in the Parent Parcel.
- m. **Review of Counsel and Meaning of Words.**
- i. This Lease has been jointly negotiated, reviewed by counsel for each Party, and each such counsel has participated in the preparation of the final Lease.
 - ii. The language used in this Lease shall be construed as a whole according to its fair meaning and not strictly for or against any Party.
 - iii. Inclusive terms and/or phrases, which includes without limitation the terms and/or phrases "including," "such as" or similar words or phrases that follow any general or specific term, phrase, statement or matter may not be construed to limit the term, phrase, statement or matter to the stated terms, statements or matters, or the listed items that follow the inclusive term or phrase, whether any non-limitation language or disclaimers, such as "including, but not limited to" and/or "including without limitation" are used or not. Rather, the stated term, phrase, statement, or matter will be interpreted to refer to all other items or matters that could reasonably fall within such term, phrase, statement, or matter given its broadest interpretation.
 - iv. References in this Lease to "days" means calendar days unless specifically provided otherwise. A "business day" means a day other than a Saturday, Sunday, or a bank or government holiday.
 - v. Whenever required by the context, the singular includes the plural and

vice versa; the masculine gender includes the feminine or neuter genders and vice versa; and defined terms encompass all their correlated forms (e.g., the definition for "indemnify" applies to "indemnity," "indemnification," etc.).

- vi. For the purposes of this Lease, the words "shall" and "will" are mandatory, and "may" is permissive.
- n. **Compliance with Law.** Each Party shall, with respect to its actions and/or inactions pursuant to and in connection with this Lease, comply with all applicable statutes, laws, rules, ordinances, codes and governmental or quasi-governmental orders or regulations (in each case, whether federal, state, local or otherwise) and all amendments thereto, now enacted or hereafter promulgated and in force during the Term of this Lease.
- o. **Attorneys' Fees.** If an action is brought by either Party for breach of any covenant and/or to enforce or interpret any provision of this Lease, the prevailing Party only in a final non-appealable judgment on the merits may in the reasonable discretion of the Court be entitled to recover its costs, expenses and reasonable attorneys' fees, both at trial and on appeal, in addition to all other sums allowed by law.
- p. **No Personal Liability.** No elected or appointive board, agency, member, officer, employee, volunteer, or agent of the Landlord will be personally liable to Tenant, its successors, and assigns, or any third Party in the event of any default or breach by the Landlord or for any amount which may become due to Tenant, its successors and assigns, or for any obligation of the Landlord under this Lease.
- q. **Cumulative Remedies.** Except as may be specifically provided otherwise in this Lease, any and all rights, benefits and/or remedies provided or afforded to either the Landlord or Tenant under this Lease or any other instrument or document executed pursuant to this Lease are and will be cumulative and not exclusive of any legal or equitable rights, benefits, or remedies available to either the Landlord or Tenant under applicable Laws. This Lease cannot be amended, modified, or revised unless done in writing and signed by an authorized agent of the Landlord and an authorized agent of the Tenant. No provision may be waived except in a writing signed by the Party against whom the waiver is sought.
- r. **Applicable Statutes.** Arizona Revised Statutes §12-820 through §12-826 shall also apply to this Lease.
- s. **No Third Party Benefits.** This Lease is not intended to and shall not be construed to give any third party, which includes without limitation any authorized subtenants, assignees, Tenant's customers or any other third party or potential third-party beneficiaries any right, title or interest in this Lease or the real or personal property that may be affected by this Lease.
- t. **Survival.** All terms, provisions, covenants, conditions, and obligations in this Lease will survive this Lease's expiration or termination when, by their sense or context, such provisions, covenants, conditions, or obligations (i) cannot be observed or performed until this Lease's expiration or earlier termination; (ii) expressly so survive; or (iii) reasonably should survive this Lease's expiration or earlier termination. Notwithstanding any other provision in this Lease, the Parties' rights to enforce any and all indemnities, representations, covenant, and warranties given or made to the other Party under this Lease or any provision in this Lease will not be affected by this Lease's natural expiration or earlier termination.
- u. **Submission for Inspection.** The Parties may submit this Lease to each other for inspection and

examination purposes and such submission will not constitute an offer to lease the Leased Premises. This Lease will become effective only upon full execution by both the Landlord and Tenant.

- v. **Non-Discrimination**. Tenant warrants, and it is a condition to the continuance of this Lease, that it will not unlawfully discriminate against or engage in the segregation of any person or group of persons on the basis of race, color, sex, creed, national origin, sexual orientation, or ancestry related to the activities permitted under this Lease and occupancy of the Parent Parcel and Leased Premises.
- w. **Headings**. Section, subsection headings, and paragraphs headings are for convenience only and not made or considered a part of this Lease for any purpose.
- x. **E-Verify Requirements**. To the extent applicable under A.R.S. § 41-4401, the Tenant and its subcontractors warrant compliance with all federal immigration laws and regulations that relate to their employees and their compliance with the E-verify requirements under A.R.S. § 23-214(A). Tenant's or its subcontractor's failure to comply with such warranty shall be deemed a material breach of this Lease and may result in the termination of this Lease by the Landlord.

[SIGNATURES COMMENCE ON FOLLOWING PAGE]

LANDLORD:

City of Tolleson, Arizona,
a municipality

Signature: _____
Print Name: _____
Title: _____
Date: _____

TENANT:

Cellco Partnership d/b/a Verizon Wireless

By: **American Tower Delaware Corporation,**
a Delaware corporation
Title: Attorney-in-Fact

Signature: _____
Print Name: _____
Title: _____
Date: _____

Joinder and Acknowledgement

The undersigned, by its signature below, does hereby acknowledge and agree to pay to Landlord the "One-Time Payment" described in Section 1 above, as well as the Collocation Fee, provided all requirements in this Amendment have been satisfied. The undersigned additionally acknowledges and agrees that adequate consideration has been received for such payment(s).

American Tower Delaware Corporation,
a Delaware corporation

Signature: _____
Print Name: _____
Title: _____
Date: _____

EXHIBIT A

This Exhibit A may be replaced at Tenant's option as described below.

PARENT PARCEL

Tenant shall have the right to replace this description with a description obtained from Landlord's deed (or deeds) that include the land area encompassed by the Lease and Tenant's improvements thereon.

The Parent Parcel consists of the entire legal taxable lot owned by Landlord as described in a deed (or deeds) to Landlord of which the Leased Premises is a part thereof with such Parent Parcel being described below:

That part of the South half of the North half of the Southwest quarter of the Northeast quarter of Section 16, Township 1 North, Range 1 East of the Gila and Salt River Base and Meridian described, as follows:

Commencing at the Northeast corner of the South half of the North half of the Southwest quarter of the Northeast quarter of said Section 16; thence South 88 degrees 08 minutes 28 seconds West (assumed bearing) along the North line of the South half of the North half of the Southwest quarter of the Northeast quarter of said Section 16, a distance of 848.27 feet to a point; thence South 00 degrees 17 minutes 51 seconds East a distance of 22.59 feet to the true point of beginning; thence continuing South 00 degrees 17 minutes 51 seconds East a distance of 25 feet to a point; thence South 89 degrees 42 minutes 09 seconds West a distance of 40 feet to a point; thence North 00 degrees 17 minutes 51 seconds West a distance of 25.00 feet to a point; thence North 89 degrees 42 minutes 09 seconds East a distance of 40.00 feet to the true point of beginning.

Together with an easement for ingress and egress over the South 33 feet of the East 33 feet of the North half of the North half of the Southwest quarter of the Northeast quarter of Section 16, Township 1 North, Range 1 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.

Together with an easement for ingress and egress over the South 33 feet of the North half of the North half of the Southeast quarter of the Northeast quarter of Section 16, Township 1 North, Range 1 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.

Together with an easement for ingress and egress over the _____ feet of the West 848.27 feet of the South half of the North half of the Southwest quarter of the Northeast quarter of Section 16, Township 1 North, Range 1 East of the Gila and Salt River Base and Meridian.

LEASED PREMISES

Tenant shall have the right to replace this description with a description obtained from the Lease or from a description obtained from an as-built survey conducted by Tenant.

The Leased Premises consists of that portion of the Parent Parcel as defined in the Lease which shall include access and utilities easements. The square footage of the Leased Premises shall be the greater of: (i) the land area conveyed to Tenant in the Lease; (ii) Tenant's (and Tenant's customers) existing improvements on the Parent Parcel; or (iii) the legal description or depiction below (if any).

A parcel of land situated in and being a part of the S $\frac{1}{2}$ N $\frac{1}{2}$ SW $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 16, Township 1 North, Range 1 East of the Gila and Salt River Base & Meridian described as follows:

Commencing at the Northeast corner of said S $\frac{1}{2}$ N $\frac{1}{2}$ SW $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 16, run thence S. 88°08'28" W. (assumed bearing) along the North line of said S $\frac{1}{2}$ N $\frac{1}{2}$ SW $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 16, a distance of 874.11 feet to a point; thence S. 00°17'51" E., a distance of 7.47 feet to the true point of beginning;

thence continuing S. 00°17'51" E. a distance of 39.42 feet to a point;
thence S. 89°42'09" W. a distance of 43.67 feet to a point;
thence N. 00°17'51" W. a distance of 39.42 feet to a point;
thence N. 89°42'09" E. a distance of 43.67 feet to the true point of beginning

Containing 1721.47 sq. ft.
or
0.0395 Acres - more or less

TOGETHER WITH the use of an easement for ingress and egress over the South 33.00 feet of the East 33.00 feet of the N $\frac{1}{2}$ N $\frac{1}{2}$ SW $\frac{1}{4}$ NE $\frac{1}{4}$ of said Section 16 and

TOGETHER WITH the use of an easement for ingress and egress over the South 33.00 feet of the N $\frac{1}{2}$ N $\frac{1}{2}$ SE $\frac{1}{4}$ NE $\frac{1}{4}$ of said Section 16 and

TOGETHER WITH the use of an easement for ingress and egress being 10 feet wide, lying 5 feet on each side of the following described centerline:
Commencing for a tie at the Southeast corner of the leased premises described above and situated in the S $\frac{1}{2}$ N $\frac{1}{2}$ SW $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 16, Township 1 North, Range 1 East of the Gila and Salt River Base & Meridian, thence S 89°42'09" W. a distance of 5.00 feet to the Point of Beginning;
Thence S 34°14'47" W a distance of 45.04 feet to the centerline of an existing roadway, and

TOGETHER WITH the use of an easement for ingress and egress being 20 feet wide, lying 10 feet on each side of the following described centerline:
Commencing for a tie at Southeast corner of the leased premises described above and situated in the S $\frac{1}{2}$ N $\frac{1}{2}$ SW $\frac{1}{4}$ NE $\frac{1}{4}$

of Section 16, Township 1 North, Range 1 East of the Gila and Salt River Base & Meridian, thence S 89°42'09" W a distance of 5.00 feet, thence S 34°14'47" W a distance of 45.04 feet to the centerline of an existing roadway and the Point of Beginning;

Thence S 44°14'18" E a distance of 19.32 feet;
Thence along a curve concave to the North, a distance of 59.96 feet, said curve having a central angle of 92°50'46" and a radius of 37.00 feet;

Thence N 42°54'56" E a distance of 20.19 feet;
Thence along a curve concave to the Southeast, a distance of 99.62 feet, said curve having a central angle of 40°43'54" and a radius of 140.13 feet;

Thence N 83°38'50" E a distance of 41.48 feet;

Thence N 89°24'23" E a distance of 522.85 feet;

Thence along a curve concave to the Northwest, a distance of 169.43 feet, said curve having a central angle of 38°35'01" and a radius of 251.60 feet, to a point on the North line of the S½ N½ SW¼ NE¼ of said Section 16, said point being S 88°08'28" W a distance of 16.50 feet from the Northeast corner of the S½ N½ SW¼ NE¼ of said Section 16.

ACCESS AND UTILITIES

The access and utility easements include all easements of record as well that portion of the Parent Parcel currently utilized by Tenant (and Tenant's customers) for ingress, egress and utility purposes from the Leased Premises to and from a public right of way.

EXHIBIT B

FORM OF MEMORANDUM OF LEASE

Prepared by and Return to:

American Tower
10 Presidential Way
Woburn, MA 01801
Attn: Land Management/Karla Disla, Esq.
ATC Site No: 82475
ATC Site Name: TOLLESON
Assessor's Parcel No(s): 101-13-001-B

Prior Recorded Lease Reference:

Document No: 00-0107690
State of Arizona
County of Maricopa

MEMORANDUM OF LEASE

This Memorandum of Lease (the "**Memorandum**") is entered into as of the latter signature date hereof, by and between **City of Tolleson, Arizona**, a municipality ("**Landlord**") and **Cellco Partnership d/b/a Verizon Wireless** ("**Tenant**").

NOTICE is hereby given of the Lease (as defined and described below) for the purpose of recording and giving notice of the existence of said Lease. To the extent that notice of such Lease has previously been recorded, then this Memorandum shall constitute an amendment of any such prior recorded notice(s).

1. **Parent Parcel and Lease.** Landlord is the owner of certain real property being described in **Exhibit A** attached hereto and by this reference made a part hereof (the "**Parent Parcel**"). Landlord (or its predecessor-in-interest) and Tenant (or its predecessor-in-interest) entered into that certain Lease Agreement dated December 3, 1980 (as the same may have been amended from time to time, collectively, the "**Lease**"), pursuant to which the Tenant leases a portion of the Parent Parcel and is the beneficiary of certain easements for access and public utilities, all as more particularly described in the Lease (such portion of the Parent Parcel so leased along with such portion of the Parent Parcel so affected, collectively, the "**Leased Premises**"), which Leased Premises is also described on **Exhibit A**.
2. **American Tower.** Tenant and/or its parent, affiliates, subsidiaries and other parties identified therein, entered into a sublease agreement with **American Tower Delaware Corporation**, a Delaware corporation and/or its parents, affiliates and subsidiaries ("**American Tower**"), pursuant to which American Tower subleases, manages, operates and maintains, as applicable, the Leased Premises, all as more particularly described therein. In connection with these responsibilities, Tenant has also granted American Tower a limited power of attorney (the "**POA**") to, among other things, prepare, negotiate, execute, deliver, record and/or file certain documents on behalf of Tenant, all as more particularly set forth in the POA.
3. **Expiration Date.** Subject to the terms, provisions, and conditions of the Lease, and assuming the exercise by Tenant of all renewal options contained in the Lease, the final expiration date of the Lease would be April 30, 2064. Notwithstanding the foregoing, in no event shall Tenant be required to exercise any option to renew the term of the Lease.

ATC Site No: 82475
PV Code 208 / VzW Contract No: 11752
Site Name: TOLLESON

4. **Leased Premises Description.** Tenant shall have the right, exercisable by Tenant at any time during the original or renewal terms of the Lease, to cause an as-built survey of the Leased Premises to be prepared and, thereafter, to replace, in whole or in part, the description(s) of the Leased Premises set forth on **Exhibit A** with a legal description or legal descriptions based upon such as-built survey. Upon Tenant's request, Landlord shall execute and deliver any documents reasonably necessary to effectuate such replacement, including, without limitation, amendments to this Memorandum and to the Lease.
5. **Effect/Miscellaneous.** This Memorandum is not a complete summary of the terms, provisions and conditions contained in the Lease. In the event of a conflict between this Memorandum and the Lease, the Lease shall control. Landlord hereby grants the right to Tenant to complete and execute on behalf of Landlord any government or transfer tax forms necessary for the recording of this Memorandum. This right shall terminate upon recording of this Memorandum.
6. **Notices.** All notices must be in writing and shall be valid upon receipt when delivered by hand, by nationally recognized courier service, or by First Class United States Mail, certified, return receipt requested to the addresses set forth herein: to Landlord at: 9555 W. Van Buren St., Tolleson, AZ 85353; with copy to Landlord's Attorney: Tolleson City Attorney, Pierce Coleman PLLC, 17851 N. 85th Street, Suite 175, Scottsdale, AZ 85255; to Tenant at: Verizon Wireless, Attn.: Network Real Estate, 180 Washington Valley Road, Bedminster, NJ 07921; with copy to: American Tower, Attn.: Land Management, 10 Presidential Way, Woburn, MA 01801, and also with copy to: Attn.: Legal Dept. 116 Huntington Avenue, Boston, MA 02116. Any of the parties hereto, by thirty (30) days prior written notice to the other in the manner provided herein, may designate one or more different notice addresses from those set forth above. Refusal to accept delivery of any notice or the inability to deliver any notice because of a changed address for which no notice was given as required herein, shall be deemed to be receipt of any such notice.
7. **Counterparts.** This Memorandum may be executed in multiple counterparts, each of which when so executed and delivered, shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument.
8. **Governing Law.** This Memorandum shall be governed by and construed in all respects in accordance with the laws of the State or Commonwealth in which the Leased Premises is situated, without regard to the conflicts of laws provisions of such State or Commonwealth.

[SIGNATURES COMMENCE ON FOLLOWING PAGE]

IN WITNESS WHEREOF, Landlord and Tenant have each executed this Memorandum as of the day and year set forth below.

LANDLORD

2 WITNESSES

City of Tolleson, Arizona, a municipality

Signature: _____

Print Name: _____

Title: _____

Date: _____

Signature: _____

Print Name: _____

Signature: _____

Print Name: _____

WITNESS AND ACKNOWLEDGEMENT

State/Commonwealth of _____

County of _____

On this ____ day of _____, 202____, before me, the undersigned Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence, to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s) or the entity upon which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Notary Public

Print Name: _____

My commission expires: _____

[SEAL]

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

TENANT

WITNESS

Cellco Partnership d/b/a Verizon Wireless

By: **American Tower Delaware Corporation,**
a Delaware corporation
Title: Attorney-in-Fact

Signature: _____
Print Name: _____

Signature: _____
Print Name: _____
Title: _____
Date: _____

Signature: _____
Print Name: _____

WITNESS AND ACKNOWLEDGEMENT

Commonwealth of Massachusetts

County of Middlesex

On this ____ day of _____, 202____, before me, the undersigned Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence, to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s) or the entity upon which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Notary Public
Print Name: _____
My commission expires: _____

[SEAL]

EXHIBIT A

This Exhibit A may be replaced at Tenant's option as described below.

PARENT PARCEL

Tenant shall have the right to replace this description with a description obtained from Landlord's deed (or deeds) that include the land area encompassed by the Lease and Tenant's improvements thereon.

The Parent Parcel consists of the entire legal taxable lot owned by Landlord as described in a deed (or deeds) to Landlord of which the Leased Premises is a part thereof with such Parent Parcel being described below:

That part of the South half of the North half of the Southwest quarter of the Northeast quarter of Section 16, Township 1 North, Range 1 East of the Gila and Salt River Base and Meridian described, as follows:

Commencing at the Northeast corner of the South half of the North half of the Southwest quarter of the Northeast quarter of said Section 16; thence South 88 degrees 08 minutes 28 seconds West (assumed bearing) along the North line of the South half of the North half of the Southwest quarter of the Northeast quarter of said Section 16, a distance of 848.27 feet to a point; thence South 00 degrees 17 minutes 51 seconds East a distance of 22.59 feet to the true point of beginning; thence continuing South 00 degrees 17 minutes 51 seconds East a distance of 25 feet to a point; thence South 89 degrees 42 minutes 09 seconds West a distance of 40 feet to a point; thence North 00 degrees 17 minutes 51 seconds West a distance of 25.00 feet to a point; thence North 89 degrees 42 minutes 09 seconds East a distance of 40.00 feet to the true point of beginning.

Together with an easement for ingress and egress over the South 33 feet of the East 33 feet of the North half of the North half of the Southwest quarter of the Northeast quarter of Section 16, Township 1 North, Range 1 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.

Together with an easement for ingress and egress over the South 33 feet of the North half of the North half of the Southeast quarter of the Northeast quarter of Section 16, Township 1 North, Range 1 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.

Together with an easement for ingress and egress over the _____ feet of the West 848.27 feet of the South half of the North half of the Southwest quarter of the Northeast quarter of Section 16, Township 1 North, Range 1 East of the Gila and Salt River Base and Meridian.

LEASED PREMISES

Tenant shall have the right to replace this description with a description obtained from the Lease or from a description obtained from an as-built survey conducted by Tenant.

The Leased Premises consists of that portion of the Parent Parcel as defined in the Lease which shall include access and utilities easements. The square footage of the Leased Premises shall be the greater of: (i) the land area conveyed to Tenant in the Lease; (ii) Tenant's (and Tenant's customers) existing improvements on the Parent Parcel; or (iii) the legal description or depiction below (if any).

A parcel of land situated in and being a part of the S $\frac{1}{2}$ N $\frac{1}{2}$ SW $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 16, Township 1 North, Range 1 East of the Gila and Salt River Base & Meridian described as follows:

Commencing at the Northeast corner of said S $\frac{1}{2}$ N $\frac{1}{2}$ SW $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 16, run thence S. 88°08'28" W. (assumed bearing) along the North line of said S $\frac{1}{2}$ N $\frac{1}{2}$ SW $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 16, a distance of 874.11 feet to a point; thence S. 00°17'51" E., a distance of 7.47 feet to the true point of beginning;

thence continuing S. 00°17'51" E. a distance of 39.42 feet to a point;
thence S. 89°42'09" W. a distance of 43.67 feet to a point;
thence N. 00°17'51" W. a distance of 39.42 feet to a point;
thence N. 89°42'09" E. a distance of 43.67 feet to the true point of beginning

Containing 1721.47 sq. ft.
or
0.0395 Acres - more or less

TOGETHER WITH the use of an easement for ingress and egress over the South 33.00 feet of the East 33.00 feet of the N $\frac{1}{2}$ N $\frac{1}{2}$ SW $\frac{1}{4}$ NE $\frac{1}{4}$ of said Section 16 and

TOGETHER WITH the use of an easement for ingress and egress over the South 33.00 feet of the N $\frac{1}{2}$ N $\frac{1}{2}$ SE $\frac{1}{4}$ NE $\frac{1}{4}$ of said Section 16 and

TOGETHER WITH the use of an easement for ingress and egress being 10 feet wide, lying 5 feet on each side of the following described centerline:
Commencing for a tie at the Southeast corner of the leased premises described above and situated in the S $\frac{1}{2}$ N $\frac{1}{2}$ SW $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 16, Township 1 North, Range 1 East of the Gila and Salt River Base & Meridian, thence S 89°42'09" W. a distance of 5.00 feet to the Point of Beginning;
Thence S 34°14'47" W a distance of 45.04 feet to the centerline of an existing roadway, and

TOGETHER WITH the use of an easement for ingress and egress being 20 feet wide, lying 10 feet on each side of the following described centerline:
Commencing for a tie at Southeast corner of the leased premises described above and situated in the S $\frac{1}{2}$ N $\frac{1}{2}$ SW $\frac{1}{4}$ NE $\frac{1}{4}$

of Section 16, Township 1 North, Range 1 East of the Gila and Salt River Base & Meridian, thence S 89°42'09" W a distance of 5.00 feet, thence S 34°14'47" W a distance of 45.04 feet to the centerline of an existing roadway and the Point of Beginning;

Thence S 44°14'18" E a distance of 19.32 feet;
Thence along a curve concave to the North, a distance of 59.96 feet, said curve having a central angle of 92°50'46" and a radius of 37.00 feet;

Thence N 42°54'56" E a distance of 20.19 feet;
Thence along a curve concave to the Southeast, a distance of 99.62 feet, said curve having a central angle of 40°43'54" and a radius of 140.13 feet;

Thence N 83°38'50" E a distance of 41.48 feet;

Thence N 89°24'23" E a distance of 522.85 feet;

Thence along a curve concave to the Northwest, a distance of 169.43 feet, said curve having a central angle of 38°35'01" and a radius of 251.60 feet, to a point on the North line of the S½ N½ SW¼ NE¼ of said Section 16, said point being S 88°08'28" W a distance of 16.50 feet from the Northeast corner of the S½ N½ SW¼ NE¼ of said Section 16.

ACCESS AND UTILITIES

The access and utility easements include all easements of record as well that portion of the Parent Parcel currently utilized by Tenant (and Tenant's customers) for ingress, egress and utility purposes from the Leased Premises to and from a public right of way.