

Market: COLORADO
Venue Name: Denver 911 Communications Center (FirstNet)
Fixed Asset Number: 14537195

LEASE AGREEMENT

THIS LEASE AGREEMENT (“**Agreement**”), dated as of the latter of the signature dates below (the “**Effective Date**”), is entered into by the City and County of Denver, having a mailing address of 201 West Colfax Avenue Department 301, Denver Colorado 80202 (“**Lessor**”) and New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address of 575 Morosgo Drive, Atlanta, GA 30324 (“**Lessee**”).

BACKGROUND

Lessor owns or controls that certain plot, parcel or tract of land, improved with a 911 emergency communications facility (the “**Structure**”), together with all rights and privileges arising in connection therewith, located at 12025 East 45th Avenue, Denver CO 80239 (the “**Property**”). Lessee and those of its sublessees, as applicable, desire to use a portion of the Property in connection with their respective federally licensed communications business. Lessor desires to grant to Lessee the right to use a portion of the Property in accordance with this Agreement. Lessor has installed and owns, or will install and own, a distributed antenna system (as same may be expanded, altered or modified from time to time, the “**DAS**”) which is intended to carry the signals of Lessee as well as other wireless carriers within the “**Coverage Area**” of the Structure. Lessee shall have the right to connect Lessee’s Communication Facility (as defined below) to the DAS, but the DAS shall be entirely owned, operated, monitored, maintained and repaired by Lessor. Lessor owns and operates the Structure as an emergency communications building for health and safety purposes and no allowed or proposed use by Lessee under this Agreement shall be permitted to interfere with the Lessor’s operation of the Structure. Lessee is obliged to coordinate all its construction and operational activities with the Lessor to ensure that Lessee’s uses do not interfere with Lessor’s operations. Lessee’s use of the Lessor’s DAS is not exclusive. Lessee shall coordinate its activities with any other carrier sharing the Lessor’s DAS. This Agreement shall be interpreted to support the Lessor’s public safety use of the Structure in all instances.

The parties agree as follows:

- 1. INCORPORATION OF RECITALS.** The recitals set forth above are incorporated herein as set forth in their entirety.
- 2. LEASE OF PREMISES.** Lessor leases to Lessee approximately 10-square feet of floor space and other space in areas located throughout the Structure for the placement of Lessee’s radio and other equipment as described on the attached **Exhibit 1**, or space in such other locations as Lessor and Lessee shall mutually approve after good faith consultation, which locations are deemed sufficient in Lessee’s sole determination for the placement and operation of Lessee’s equipment (the “**Equipment Space**”). Additionally, Lessor grants during the Term (as defined in Section 4 below) a non-exclusive license over, under, along and through the Property (including the Structure) in locations reasonably determined necessary by Lessee, and subject to Lessor’s prior approval, which approval shall not be unreasonably withheld, delayed, or conditioned, from time to time, to install, maintain, repair, replace and remove conduits, wires, cables, cable trays and other necessary connections between the Equipment Space and the electric power, telephone and/or fuel sources on the Property (collectively the “**Connections**”). The Equipment Space and the space occupied by the Connections are hereinafter collectively referred to as the “**Premises**”, as described on attached **Exhibit 1**.
- 3. PERMITTED USE.** (a) Lessee may use the Premises to connect to and use the DAS which shall carry the signal of Lessee as well as other wireless carriers, as such other carriers are approved by Lessor, throughout the

Coverage Area, and for the installation, construction, maintenance, operation, repair, replacement and upgrade of communications fixtures and related equipment, cables, accessories and improvements as may be needed by Lessee (and its sublessees, as applicable) from time to time to fully provide for the continuous transmission and reception of communications signals, which may include equipment cabinets, fencing and any other items necessary to the successful and secure use of the Premises (collectively, the “**Communication Facility**”); and Lessee further has the right to test, survey and review title on the Property (as described in Sections 6(b) and 6(c) below), at no additional cost to Lessee or Lessor (collectively, the “**Permitted Use**”). Lessor and Lessee agree that any portion of the Communication Facility that may be conceptually described on Exhibit 1 will not be deemed to limit Lessee’s Permitted Use. If Exhibit 1 includes drawings of the initial installation of the Communication Facility, Lessor’s execution of this Agreement will signify Lessor’s approval of Exhibit 1. Lessor grants to Lessee (and its sublessees and sublicensees, as applicable) the right to use such portions of Lessor’s contiguous, adjoining or surrounding property (the “**Surrounding Property**”) as may reasonably be required during construction and installation of the Communication Facility. Lessee 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, and to make Property improvements, alterations, upgrades or additions appropriate for Lessee’s use (“**Lessee Changes**”). Lessee agrees to comply with all applicable governmental laws, rules, statutes and regulations relating to its use of the Communication Facility on the Property. Lessee has the right to modify, supplement, replace, upgrade, expand the equipment, increase the number of antennas or relocate the Communication Facility within the Premises at any time during the term of this Agreement, subject to Lessor approval, which approval shall not be unreasonably withheld, delayed, or conditioned. Notwithstanding, Lessor’s approval is not required for any modification, replacement, or upgrade that is a like for like exchange of equipment or as a result of maintenance or repair. In the event Lessee desires to modify, replace, or upgrade the Communication Facility, and Lessee requires an additional portion of the Property (the “**Additional Premises**”) for such modification, replacement or upgrade, Lessor agrees to lease to Lessee the Additional Premises, upon the same terms and conditions set forth herein. Lessor agrees to take such actions and enter into and deliver to Lessee such documents as Lessee reasonably requests in order to effectuate and memorialize the lease of the Additional Premises to Lessee.

(b) Lessor shall have the right, at its sole cost and expense, to propose any alteration, upgrade or expansion of the DAS (collectively, a “**DAS Change**”) from time to time during the Term. Lessor agrees that it will not undertake any DAS Change which could in any way, in Lessee’s reasonable judgment, materially and adversely affect or interfere with (i) Lessee’s Communication Facility, the operations of Lessee, the rights or costs of Lessee under this Agreement, or (ii) the Coverage Area. If a DAS Change will not adversely affect or interfere with Lessee in any way as described above, then Lessor may undertake the DAS Change, at Lessor’s sole expense. Prior to undertaking any allowed DAS Change, Lessor shall provide at least ninety (90) days written notice to Lessee and all other wireless providers utilizing the DAS prior to implementation of the proposed DAS Change, and Lessor shall make personnel available at the Structure to discuss the proposed DAS Change with the users of the DAS, including Lessee, and otherwise undertake the DAS Change in strict accordance with this Agreement.

(c) At any time during the Term at the request of Lessee, Lessor will make personnel available to meet and discuss with Lessee at no additional cost to Lessee, any suggested DAS Change which Lessee deems desirable to ensure or improve the future capacity, coverage or performance needs of Lessee’s Communication Facility or communications services, or otherwise benefit the operations of Lessee (a “**Lessee Requested DAS Change**”).

(d) Lessor agrees that no DAS Change or Lessee Requested DAS Change will result in any additional monthly rent or other fee or form of compensation due from Lessee to Lessor under this Agreement in consideration of the rights granted hereunder.

4. TERM.

(a) The initial lease term will be ten (10) years (“**Initial Term**”), commencing on the Effective Date. The Initial Term will terminate on the tenth (10th) anniversary of the Effective Date.

(b) This Agreement will automatically renew, subject to City Council approval, for two (2) additional five (5) year term(s) (each five (5) year term shall be defined as an “**Extension Term**”), upon the same terms and

conditions unless Lessee notifies Lessor in writing of Lessee's intention not to renew this Agreement at least sixty (60) days prior to the expiration of the then existing Term.

(c) If, at least sixty (60) days prior to the end of the final Extension Term, either Lessor or Lessee has not given the other written notice of its desire that the term of this Agreement end at the expiration of the final Extension Term, then upon expiration of the final Extension Term this Agreement shall continue in force upon the same covenants, terms and conditions for a further term of one (1) year, and for annual terms thereafter ("**Annual Term**") until terminated by either party by giving to the other written notice of its intention to so terminate at least six (6) months prior to the end of any such Annual Term. If Lessee remains in possession of the Premises after the termination of this Agreement, then Lessee will be deemed to be occupying the Premises on a month-to-month basis (the "**Holdover Term**"), subject to the terms and conditions of this Agreement.

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

5. RENT.

(a) In consideration of Lessee's installation of Lessee's Equipment, which the parties acknowledge and agree constitutes a substantial capital investment by Lessee, there shall be no lease fee or lease fee equivalent due from Lessee to Lessor.

(b) Notwithstanding any other provision of the Agreement, the Lessor's maximum payment obligation will not exceed ZERO (\$00.00) (the "Maximum Contract Amount"). The Lessor is not obligated to execute an Agreement or any amendments for any further services, including any services performed by Lessee.

(c) The Lessor's payment obligation, whether direct or contingent, extends only to funds appropriated annually by the Denver City Council, paid into the Treasury of the Lessor, and encumbered for the purpose of the Agreement. The Lessor does not by the Agreement irrevocably pledge present cash reserves for payment or performance in future fiscal years. The Agreement does not and is not intended to create a multiple-fiscal year direct or indirect debt or financial obligation of the Lessor.

6. APPROVALS.

(a) Lessor agrees that Lessee's ability to use the Premises is contingent upon the suitability of the Premises and Property for Lessee's Permitted Use and Lessee's ability to obtain and maintain all governmental licenses, permits, approvals or other relief required of or deemed necessary or appropriate by Lessee 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**"). Lessor authorizes Lessee to prepare, execute and file all required applications to obtain Government Approvals for Lessee's Permitted Use under this Agreement and shall reasonably cooperate with Lessee in obtaining such approvals without granting any special privileges. In addition, Lessee shall have the right to initiate the ordering and/or scheduling of necessary utilities.

(b) Lessee 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.

(c) Lessee may also perform and obtain, at Lessee's sole cost and expense, non-invasive tests or reports on, over, and under the Property, necessary to determine if Lessee's use of the Premises is compatible with Lessee's engineering specifications, system, design, operations or Government Approvals, subject to Lessor's prior approval, which approval shall not be unreasonably withheld, delayed, or condition. Further, Lessee will ensure no liens attach to the Premises as a result of these activities.

7. 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 16 of this Agreement after the applicable cure periods;

(b) by Lessee upon written notice to Lessor, if Lessee 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 Lessee; or if Lessee determines, in its sole discretion, that the cost of obtaining or retaining the same is commercially unreasonable; or

- (c) by Lessee upon written notice to Lessor for any reason or no reason, at any time prior to commencement of construction by Lessee;
- (d) by Lessor upon one hundred eighty (180) days' written notice for any reason.

8. INSURANCE. During the Term, Lessee will carry, at its own cost and expense, the following insurance: (i) "All Risk" property insurance for its property's replacement cost; (ii) Workers' Compensation Insurance as required by law; and (iii) commercial general liability (CGL) insurance with respect to its activities on the Property, such insurance to afford minimum protection of Three Million Dollars (\$3,000,000) combined single limit, per occurrence and in the aggregate, providing coverage for bodily injury and property damage. Lessee's CGL insurance shall contain a provision including Lessor as an additional insured to the extent of the indemnity provided by Lessee under this Agreement. Notwithstanding the foregoing, Lessee shall have the right to self-insure against the risks for which Lessee is required to insure against in this Section. Lessor shall provide a certificate of insurance evidencing such coverages, which certificate shall be provided to Lessor within 45-days after full execution of this Agreement.

9. INTERFERENCE.

- (a) Lessee agrees that Lessee will not cause interference that is measurable in accordance with industry standards to Lessor's equipment. Lessor agrees that Lessor and other occupants of the Property will not cause interference that is measurable in accordance with industry standards to the then-existing equipment of Lessee.
- (b) Without limiting any other rights or remedies, if interference occurs and continues for a period in excess of 48 hours following notice to the interfering party, the interfering party shall or shall require any other user to reduce power or cease operations of the interfering equipment until the interference is cured.
- (c) The Parties acknowledge that there will not be an adequate remedy at law for noncompliance with the provisions of this Paragraph and therefore the Parties shall have the right to equitable remedies such as, without limitation, injunctive relief and specific performance.

10. INDEMNIFICATION.

- (a) Lessee hereby agrees to defend, indemnify, reimburse and hold harmless Lessor, its appointed and elected officials, agents and employees for, from and against all liabilities, claims, judgments, suits or demands for damages to persons or property arising out of, resulting from, or relating to the work performed under this Agreement (collectively, "Claims"), unless such Claims have been specifically determined by the trier of fact to be the sole negligence or willful misconduct of the Lessor. This indemnity shall be interpreted in the broadest possible manner to indemnify Lessor for any acts or omissions of Lessee or its subcontractors either passive or active, irrespective of fault, including Lessor's concurrent negligence whether active or passive, except for the sole negligence or willful misconduct of Lessor.
- (b) Lessee's duty to defend and indemnify Lessor shall arise at the time written notice of the Claim is first provided to Lessor regardless of whether Claimant has filed suit on the Claim. Lessee's duty to defend and indemnify Lessor shall arise even if Lessor is the only party sued by claimant and/or claimant alleges that Lessor's negligence or willful misconduct was the sole cause of claimant's damages.
- (c) Lessee will defend any and all Claims which may be brought or threatened against Lessor and will pay on behalf of Lessor any expenses incurred by reason of such Claims including, but not limited to, court costs and attorney fees incurred in defending and investigating such Claims or seeking to enforce this indemnity obligation. Such payments on behalf of Lessor shall be in addition to any other legal remedies available to Lessor and shall not be considered Lessor's exclusive remedy.
- (d) Insurance coverage requirements specified in this Agreement shall in no way lessen or limit the liability of the Lessee under the terms of this indemnification obligation. The Lessee shall obtain, at its own expense, any additional insurance that it deems necessary for the Lessor's protection.
- (e) This defense and indemnification obligation shall survive the expiration or termination of this Agreement.

11. WARRANTIES.

(a) Lessee and Lessor each acknowledge and represent that it is duly organized, validly existing and in good standing and has the right, power and authority to enter into this Agreement and bind itself hereto through the party set forth as signatory for the party below.

(b) **LESSEE MAKES NO EXPRESS WARRANTY REGARDING THE COMMUNICATION FACILITY, OR ANY PORTION THEREOF, AND LESSEE DISCLAIMS ANY IMPLIED WARRANTY, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS THEREFOR.**

12. ENVIRONMENTAL.

(a) Lessor and Lessee 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) In the event Lessee becomes aware of any hazardous materials on the Property, or any environmental, health or safety condition or matter relating to the Property, that, in Lessee's sole determination, renders the condition of the Premises or Property unsuitable for Lessee's use, or if Lessee believes that the leasing or continued leasing of the Premises would expose Lessee to undue risks of liability to a government agency or third party, Lessee 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 Lessor.

13. ACCESS. At all times throughout the Term of this Agreement, and at no additional charge to Lessee, Lessee and its employees, agents, and subcontractors, will have reasonable pedestrian and vehicular access to and over the Property, from an open and improved public road to the Premises, for the installation, maintenance and operation of the Communication Facility and any utilities serving the Premises. Lessor hereby grants to Lessee such access. The Structure is staffed by Lessor personnel 24 hours per day, 7 days per week. Lessee shall be required to check in with Lessor's onsite personnel before accessing the Communication Facility.

14. REMOVAL/RESTORATION. All portions of the Communication Facility brought onto the Property by Lessee will be and remain Lessee's personal property, regardless of whether any portion is deemed real or personal property under applicable law, and, at Lessee's option, may be removed by Lessee without Lessor's consent at any time during the Term. Lessor covenants and agrees that no part of the Communication Facility constructed, erected or placed on the Premises by Lessee will become, or be considered as being affixed to or a part of, the Property, it being the specific intention of Lessor that all improvements of every kind and nature constructed, erected or placed by Lessee on the Premises will be and remain the property of Lessee and may be removed by Lessee at any time during the Term. Within one hundred twenty (120) days after the termination of this Agreement, Lessee shall, if required by Lessor, remove all of Lessee's above-ground improvements and Lessee will, to the extent reasonable, restore the remainder of the Premises to its condition at the commencement of this Agreement, reasonable wear and tear and loss by casualty or other causes beyond Lessee's control excepted.

15. MAINTENANCE/UTILITIES.

(a) Lessee will keep and maintain the Premises in good condition, reasonable wear and tear and damage from the elements excepted. Lessor will maintain and repair the Property and access thereto and all areas of the Premises where Lessee does not have exclusive control, in good and reasonable condition, subject to reasonable wear and tear and damage from the elements.

(b) Lessor represents and agrees throughout the Term to operate, repair, maintain and provide performance reliability of the DAS.

(c) Lessor will be responsible for providing at Lessor's sole cost and expense, all electricity, HVAC, and any other utility used or consumed by Lessee on the Premises (except as otherwise provided in this Section 15(c)). Lessor will fully cooperate with any utility company requesting access rights in order for the utility company to provide such other service to Lessee as Lessee may require in furtherance of the Permitted Use. Lessee shall be

responsible for ordering separate T-I service or such other telephone service connectivity which Lessee may require from time to time for the use and operation of its Communication Facility, and maintaining such separate telephone service connectivity during the Term at Lessee's sole expense. Notwithstanding the foregoing, by specific agreement between Lessor and Lessee, Lessor shall be responsible for the cost of bringing the T-1 and/or such other telephone service from the main (or minimum) point of entry ("MPOE") on the Property to the Equipment Space or such other location comprising a portion of the Premises as Lessee shall have the right to designate for the installation and operation of Lessee's Communication Facility.

16. DEFAULT AND RIGHT TO CURE.

(a) The following will be deemed a default by Lessee and a breach of this Agreement: (i) Lessee's failure to perform any other term or condition under this Agreement within thirty (30) days after receipt of written notice from Lessor specifying the failure. No such failure, however, will be deemed to exist if Lessee 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 Lessee. If Lessee remains in default beyond any applicable cure period, Lessor will have the right to exercise any and all rights and remedies available to it under law and/or equity.

(b) The following will be deemed a default by Lessor and a breach of this Agreement: (i) failure to provide access to the Premises or to cure an interference problem within twenty-four (24) hours after receipt of written notice of such default; or (ii) Lessor's failure to perform any term, condition or breach of any warranty or covenant under this Agreement within thirty (30) days after receipt of written notice from Lessee specifying the failure. No such failure, however, will be deemed to exist if Lessor 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 Lessor. If Lessor remains in default beyond any applicable cure period, Lessee will have: (x) the right to cure Lessor's default and to deduct the costs of such cure from any monies due to Lessor from Lessee, and (y) any and all other rights available to it under law and/or equity.

17. ASSIGNMENT/SUBLEASE. Lessee will have the right to assign this Agreement and its rights herein, in whole or in part, without Lessor's consent. Upon notification to Lessor of any assignment, Lessee will be relieved of all future performance, liabilities and obligations under this Agreement to the extent of such assignment.

18. NOTICES.

(a) All notices, requests, demands and communications hereunder will be given by first class certified or registered mail, return receipt requested, or by a nationally recognized overnight courier, postage prepaid, to be effective when properly sent and received, refused or returned undelivered. Notices will be addressed to the parties as follows:

If to Lessee: New Cingular Wireless PCS, LLC
 Attn: Network Real Estate Administration
 Re: Venue Name: Denver 911 Communications Center (FirstNet)
 Fixed Asset No: 14537195
 575 Morosgo Drive
 Atlanta, GA 30324

With the required copy of legal notice sent to Lessee at the address above, a copy to the Legal Department:

New Cingular Wireless PCS, LLC
Attn: Legal Department - Network
Re: Venue Name: Denver 911 Communications Center (FirstNet)
Fixed Asset No: 14537195
208 S. Akard Street

Dallas, Texas, 75202-4206

A copy sent to the Legal Department is an administrative step which alone does not constitute legal notice.

If to Lessor:

Chief Information Officer or Designee
201 West Colfax Avenue, Dept. 301
Denver, Colorado 80202

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

19. **INTENTIONALLY DELETED.**

20. **INTENTIONALLY DELETED.**

21. **WAIVER OF LESSOR'S LIENS.** Lessor waives any and all lien rights it may have, statutory or otherwise, concerning the Communication Facility or any portion thereof.

22. **TAXES.** Lessee shall be responsible for all taxes levied upon Lessee's leasehold improvements on the Premises. Lessor shall provide Lessee with copies of all assessment notices on or including the Premises immediately upon receipt, along with sufficient written documentation detailing any assessment increases attributable to the Lessee's leasehold improvements, but in no event later than thirty (30) days after receipt by Lessor.

23. **INTENTIONALLY DELETED.**

24. **INTENTIONALLY DELETED.**

25. **MISCELLANEOUS.**

(a) **Amendment/Waiver.** This Agreement cannot be amended, modified or revised unless done in writing and signed by Lessor and Lessee. 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) **Intentionally Omitted**

(c) **Limitation of Liability.** Except for the indemnity obligations set forth in this Agreement, and otherwise notwithstanding anything to the contrary in this Agreement, Lessee and Lessor 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) **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.

(e) **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.

(f) **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.

(g) **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; and (viii) the singular use of words includes the plural where appropriate.

(h) **Affiliates.** All references to "Lessee" shall be deemed to include any Affiliate of Lessee using the Premises for any Permitted Use or otherwise exercising the rights of Lessee 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.

(i) **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.

(j) **No authority to bind Lessor to contracts.** Lessee lacks any authority to bind the Lessor on any contractual matters. Final approval of all contractual matters that purport to obligate the Lessor must be executed by the Lessor in accordance with the Lessor's Charter and the Denver Revised Municipal Code.

(k) **Disputes.** All disputes between the Lessor and Lessee arising out of or regarding the Agreement will be resolved by administrative hearing pursuant to the procedure established by D.R.M.C. § 56-106(b)-(f). For the purposes of that administrative procedure, the Lessor official rendering a final determination shall be the Chief Information Officer..

(l) **No discrimination in employment.** In connection with the performance of work under this Agreement, Lessee may not refuse to hire, discharge, promote or demote, or discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, gender, age, military status, sexual orientation, gender identity or gender expression, marital status, or physical or mental disability.

(m) **Electronic Signatures and Records.** Lessee consents to the use of electronic signatures by the Lessor. The Agreement, and any other documents requiring a signature hereunder, may be signed electronically by the Lessor in the manner specified by the Lessor. The Parties agree not to deny the legal effect or enforceability of the Agreement solely because it is in electronic form or because an electronic record was used in its formation. The Parties agree not to object to the admissibility of the Agreement in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

(n) **Advertising and Public Disclosure.** Lessee shall not include any reference to the Agreement or to services performed pursuant to the Agreement in any of the Lessee's advertising or public relations materials without first obtaining the written approval of the Lessor. Any oral presentation or written materials related to services performed under the Agreement will be limited to services that have been accepted by the Lessor. The Lessee shall notify Lessor in advance of the date and time of any presentation. Nothing in this provision precludes the transmittal of any information to Lessor officials.

(o) **Severability.** If any provision of this Agreement is held invalid, illegal or unenforceable by a court or agency of competent jurisdiction, (a) the validity, legality and enforceability of the remaining provisions of this Agreement are not affected or impaired in any way if the overall purpose of the Agreement is not rendered impossible and the original purpose, intent or consideration is not materially impaired; and (b) the parties shall negotiate in good faith in an attempt to agree to another provision (instead of the provision held to be invalid, illegal or unenforceable) that is valid, legal and enforceable and carries out the parties' intentions to the greatest lawful extent. If any such action or determination renders the overall performance of this Agreement impossible or materially impairs the original purpose, intent or consideration of this Agreement, and the parties are, despite the good faith efforts of each, unable to amend this Agreement to retain the original purpose, intent and consideration in compliance with that court or agency determination, either party may terminate this Agreement upon sixty (60) days' prior written notice to the other party.

(p) **Counterparts.** 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.

(q) **WAIVER OF JURY TRIAL. EACH PARTY, TO THE EXTENT PERMITTED BY LAW, KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES ITS RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING UNDER ANY THEORY OF LIABILITY ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS AGREEMENT OR THE TRANSACTIONS IT CONTEMPLATES.**

IN WITNESS WHEREOF, the parties have caused this Agreement to be effective as of the last date written below.

“LESSOR”

City and County of Denver

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

“LESSEE”

New Cingular Wireless PCS, LLC
By: AT&T Mobility Corporation
Its: Manager

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

EXHIBIT 1
DESCRIPTION OF PREMISES

Page ___ of ___

to the Agreement dated _____, 20__, by and between City and County of Denver, a _____, as Lessor, and New Cingular Wireless PCS, LLC, a Delaware limited liability company, as Lessee.

The Premises are described and/or depicted on the next page.:

Notes:

1. THIS EXHIBIT MAY BE REPLACED BY AS-BUILT CONSTRUCTION DRAWINGS OF THE PREMISES ONCE COMPLETED BY LESSEE.



AT&T

SITE NAME: DENVER 911 COMMUNICATIONS CENTER

LOCATION CODE: 14537195
PROJECT NUMBER: 103061
ADDRESS: 12025 EAST 45TH AVENUE
DENVER, CO 80239

SITE CONTACT:

EMPOWERCOM, INC.
NICK LEMEN
720.227.3130
NLEMAN@EMPOWERCOM.NET

PROJECT DESCRIPTION:

INSTALL NEW AT&T LTE EQUIPMENT WITHIN THE EXISTING HEAD END ROOM, TO FEED THE VENUE OWNED PASSIVE DAS (DISTRIBUTED ANTENNA SYSTEM) THAT SERVES THE DENVER 911 COMMUNICATIONS CENTER.

SITE ACCESS:

MUST SCHEDULE SITE VISITS, PRIOR TO ACCESSING SITE. HEAD END IS LOCATED IN DATA CENTER.

PROJECT DATA:

JURISDICTION: CITY & COUNTY OF DENVER
OCCUPANCY TYPE: B
CONSTRUCTION TYPE: IIA
NUMBER OF STORIES: 1
FULLY SPRINKLERED: YES
GOVERNING CODES: 2015 I-CODES, 2014 NEC

CONTRACTOR NOTES:

- CONTRACTOR TO REVIEW PLANS AND VERIFY ALL DIMENSIONS PRIOR TO BIDDING PROJECT AND STARTING CONSTRUCTION. IMMEDIATELY NOTIFY ARCHITECT AND CONSTRUCTION MANAGER IN WRITING OF ANY DISCREPANCIES BEFORE PROCEEDING WITH ANY WORK
- REFER TO FINAL RF DESIGN AND RFDS FOR ALL RF DETAILS
- X-RAY OR GPR ALL CONCRETE STRUCTURES PRIOR TO DRILLING, CUTTING OR CORING TO AVOID DAMAGING ANY EMBEDMENTS.
- PRIOR TO ANY EXCAVATION, CONTACT STATE UTILITY NOTIFICATION CENTER TO OBTAIN LOCATES. NOT ALL UNDERGROUND UTILITIES OR FACILITIES ARE SHOWN.
- INSTALLATION TO STRIVE TO REDUCE IMPACT TO EXISTING FACILITY. CONTRACTOR TO RETURN FINISHES TO EXISTING CONDITION AND PAINT ALL INSTALLED EQUIPMENT TO BLEND INTO SURROUNDING COLOR PALLET.

LINE TYPE LEGEND:

- SINGLE MODE FIBER OPTIC
- MULTI MODE FIBER OPTIC
- COAX - DUPLEX / GPS
- COAX - SIMPLEX (UP LINK)
- COAX - SIMPLEX (DOWN LINK)
- ETHERNET
- POWER
- GROUND

SITE PHOTO:



PROJECT TEAM:

CONSTRUCTION MANAGER:

ANDY TRINKAUS
AT&T WIRELESS
303.294.6330
AT508P@ATT.COM

RF MANAGER:

YUOU ZHANG
AT&T WIRELESS
720.361.6782
YZ538P@ATT.COM

A&E MANAGER:

ADAM DAILEY
MOUNTAIN WIRELESS
720.255.6089
ADAILEY@MTWIRE.COM

SHEET LIST:

- T1 TITLE SHEET
- RF1.0 RF PLUMBING DIAGRAM
- A1.0 OVERALL SITE PLAN
- A1.1 BACKHAUL DETAILS
- A1.2 GPS DETAILS
- A2.1 HEAD END LAYOUT
- A3.1 RACK ELEVATIONS
- E1.1 ELECTRICAL AND GROUNDING PLAN
- E1.2 POWER PLUMBING DIAGRAM
- D1.1 EQUIPMENT DETAILS
- GN1 GENERAL NOTES



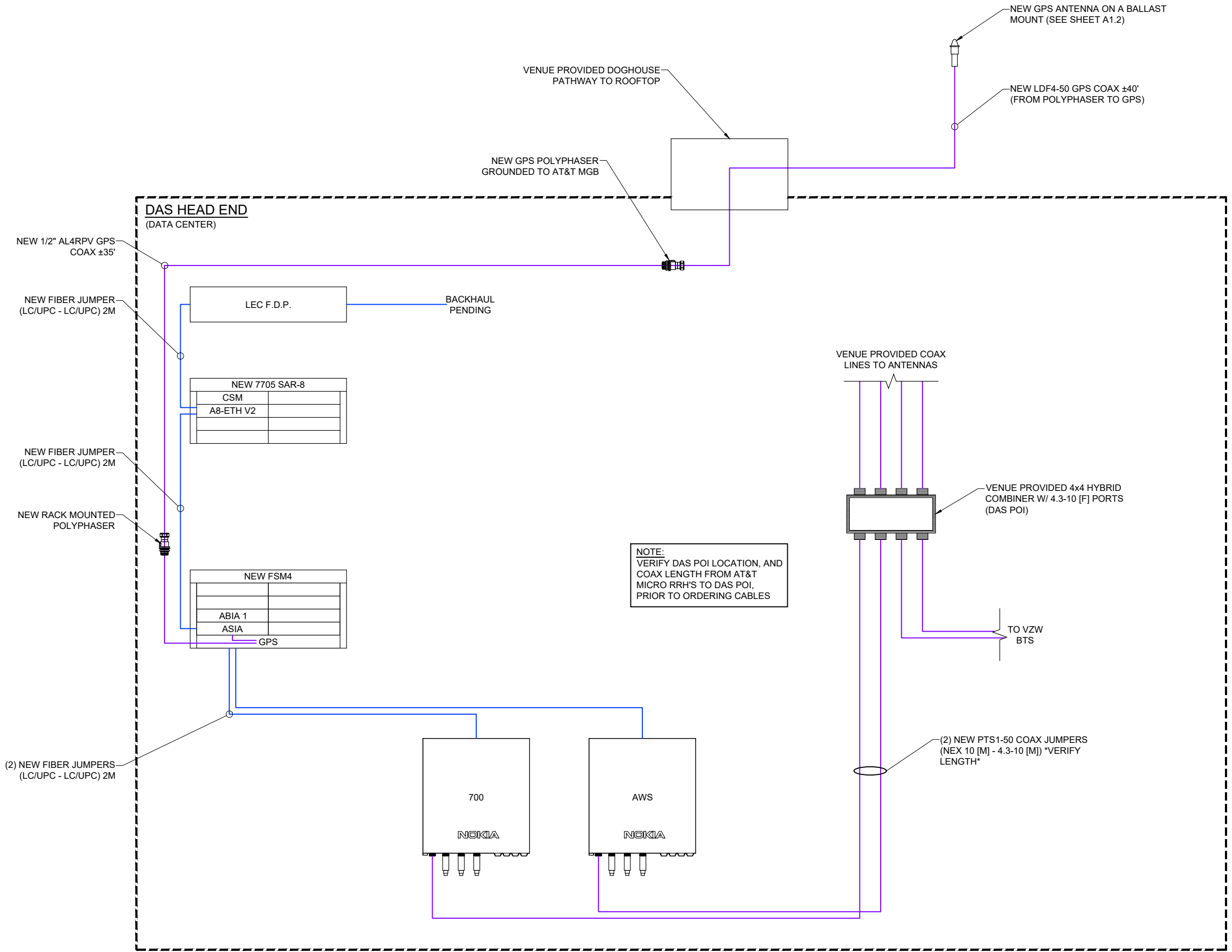
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DENVER 911 COMMUNICATIONS CENTER
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DENVER, CO 80239
PROJECT:
BTS ADD
PHASE:
PRELIMINARY
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7/30/2018

TITLE SHEET

T1

RF PLUMBING
DIAGRAM

RF 1.0



- LINE TYPE LEGEND:**
- SINGLE MODE FIBER OPTIC
 - MULTI MODE FIBER OPTIC
 - COAX - DUPLEX / GPS
 - COAX - SIMPLEX (UP LINK)
 - COAX - SIMPLEX (DOWN LINK)
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 - POWER
 - GROUND



**MOUNTAIN
WIRELESS**

927 SALIDA WAY
AURORA, CO 80011
303.343.6544



161 INVERNESS DRIVE WEST
ENGLEWOOD, CO 80112

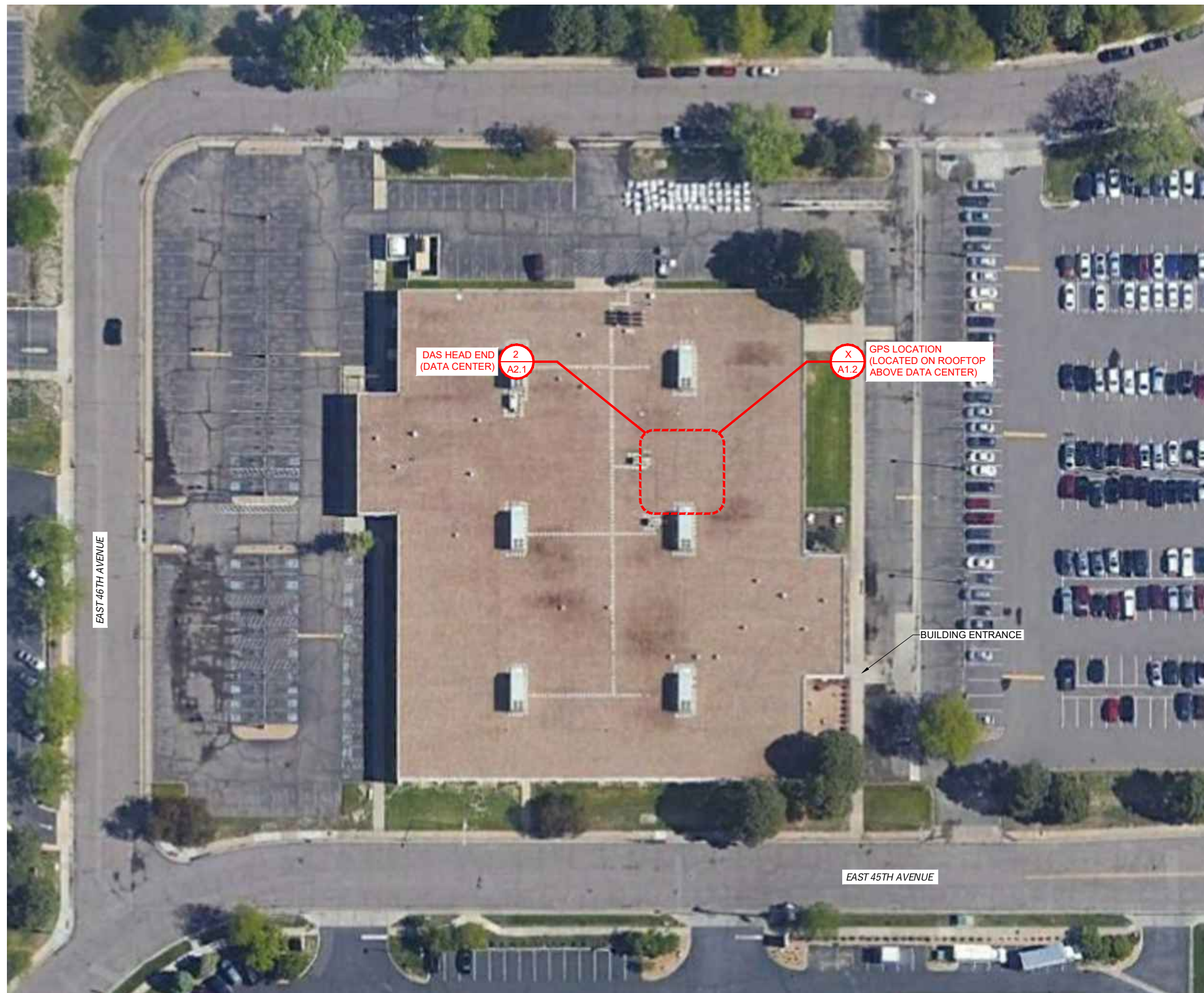
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OVERALL SITE
PLAN

A1.0

SCALE SET FOR 24"x36" SHEET
USE 1/2 SCALE FOR 11"x17" SHEET



1 OVERALL SITE PLAN
SCALE: 1" = 20'-0"

BACKHAUL PENDING



**MOUNTAIN
WIRELESS**

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BACKHAUL
DETAILS

A1.1

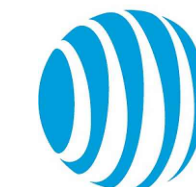
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USE 1/2 SCALE FOR 11"x17" SHEET



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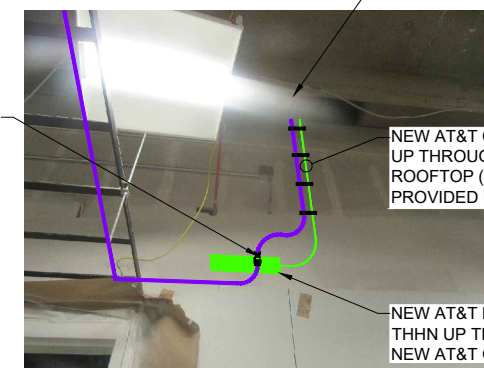
GPS
DETAILS

A1.2

SCALE SET FOR 24"x36" SHEET
USE 1/2 SCALE FOR 11"x17" SHEET



'A'
GPS COAX TO POLYPHASER



'B'
POLYPHASER & VENUE PROVIDED DOGHOUSE

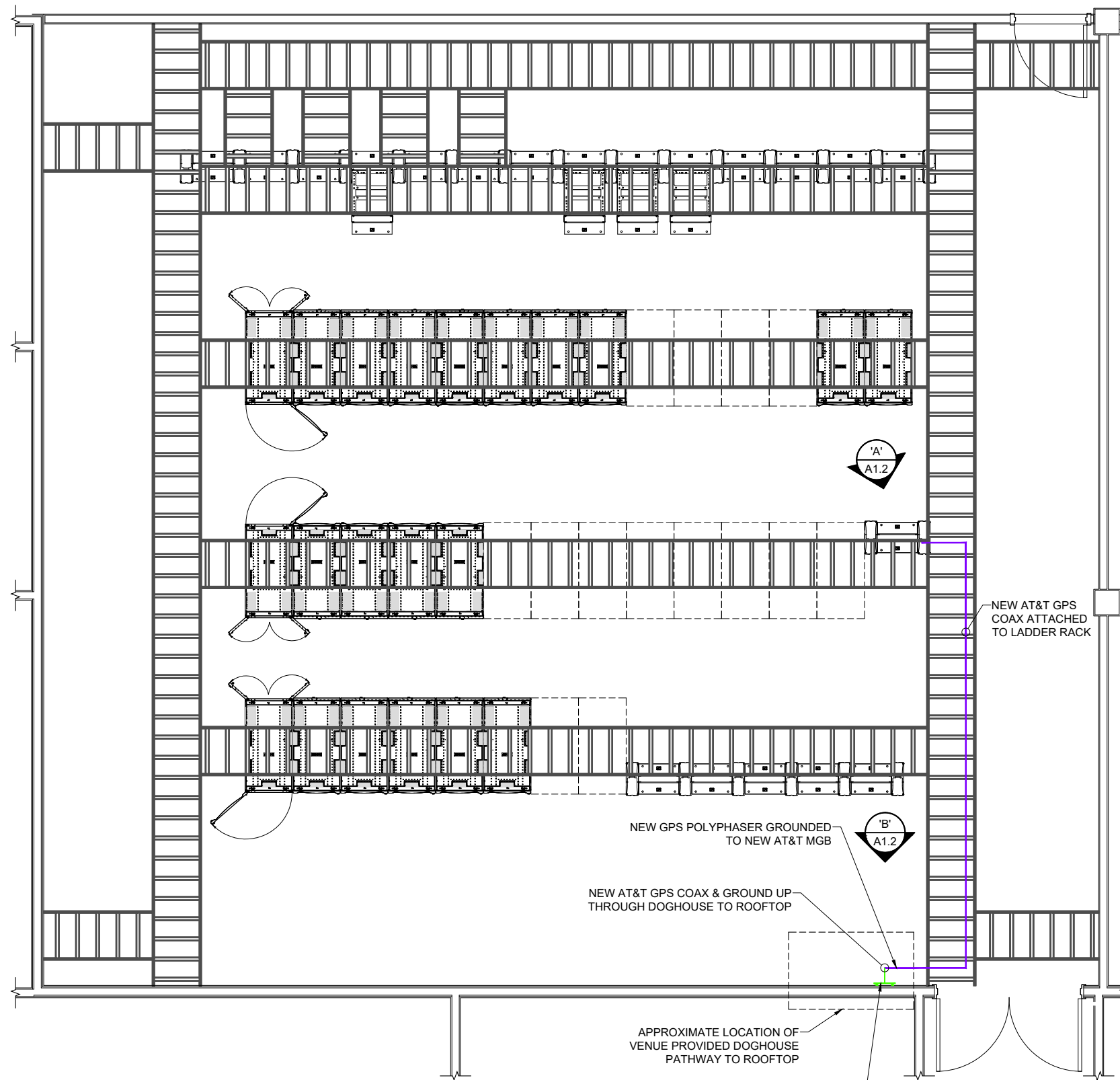
APPROXIMATE LOCATION OF
VENUE PROVIDED DOGHOUSE
PATHWAY TO ROOFTOP

NEW GPS POLYPHASER GROUNDED
TO NEW AT&T MGB

NEW AT&T GPS COAX & GROUND
UP THROUGH DOGHOUSE TO
ROOFTOP (ATTACHED TO VENUE
PROVIDED D-RINGS)

NEW AT&T MGB - RUN NEW #2 AWG
THHN UP THROUGH DOGHOUSE TO
NEW AT&T GPS BALLAST MOUNT

PENDING VENUE PROVIDED
PHOTO OF ROOFTOP



NEW GPS POLYPHASER GROUNDED
TO NEW AT&T MGB

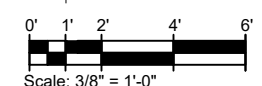
NEW AT&T GPS COAX & GROUND UP
THROUGH DOGHOUSE TO ROOFTOP

APPROXIMATE LOCATION OF
VENUE PROVIDED DOGHOUSE
PATHWAY TO ROOFTOP

NEW AT&T MGB - RUN NEW #2 AWG
THHN UP THROUGH DOGHOUSE TO
NEW AT&T GPS BALLAST MOUNT

NEW AT&T GPS
COAX ATTACHED
TO LADDER RACK

1 GPS ROUTE (DATA CENTER - HEAD END)
SCALE: 3/8" = 1'-0"



LINE TYPE LEGEND:

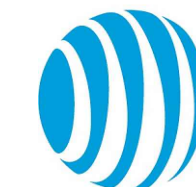
	SINGLE MODE FIBER OPTIC
	MULTI MODE FIBER OPTIC
	COAX - DUPLEX / GPS
	GROUND



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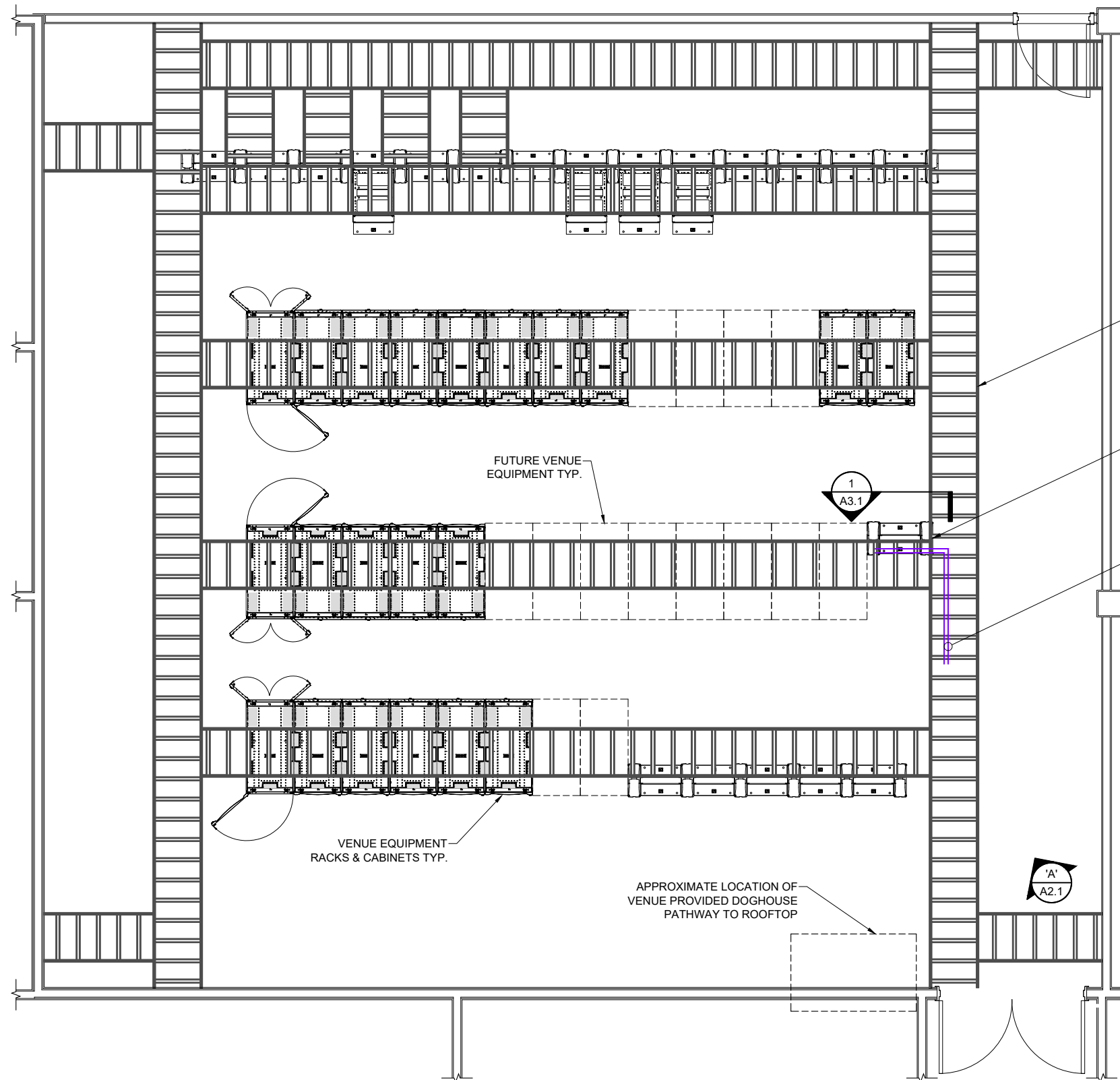
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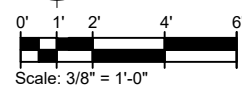
HEAD END
LAYOUT

A2.1

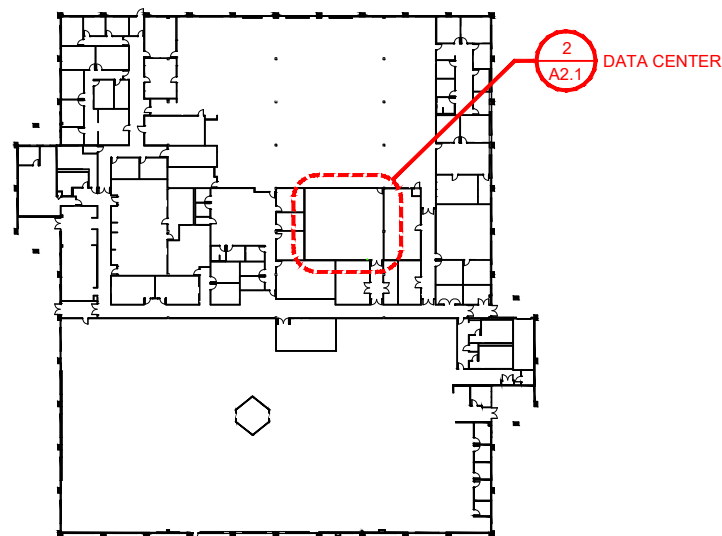
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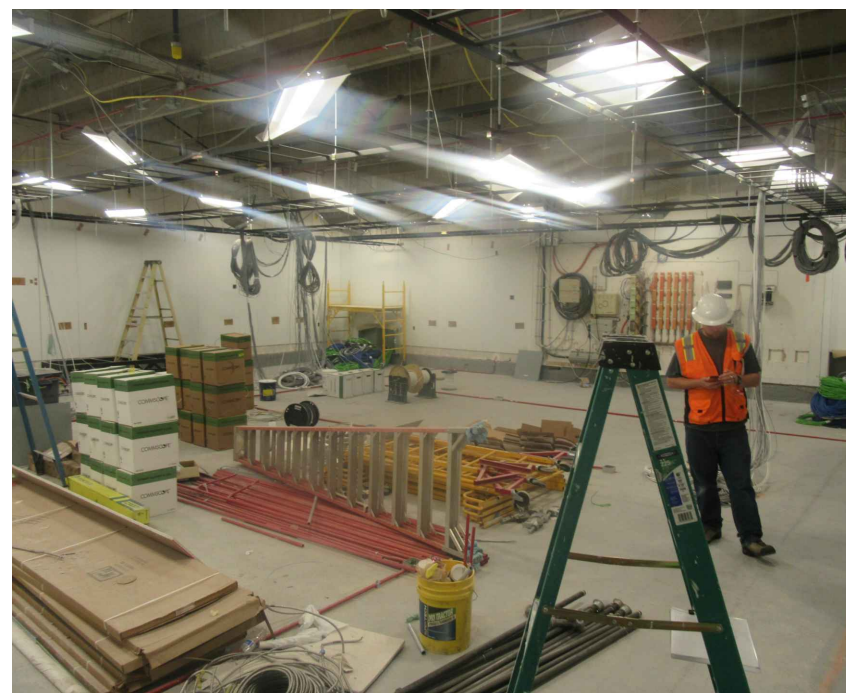
2 HEAD END LAYOUT (DATA CENTER)
SCALE: 3/8" = 1'-0"



LINE TYPE LEGEND:
— COAX - DUPLEX / GPS



1 MAIN LEVEL OVERVIEW
SCALE:



'A'
HEAD END
(DATA CENTER)

LINE TYPE LEGEND:
— COAX - DUPLEX / GPS



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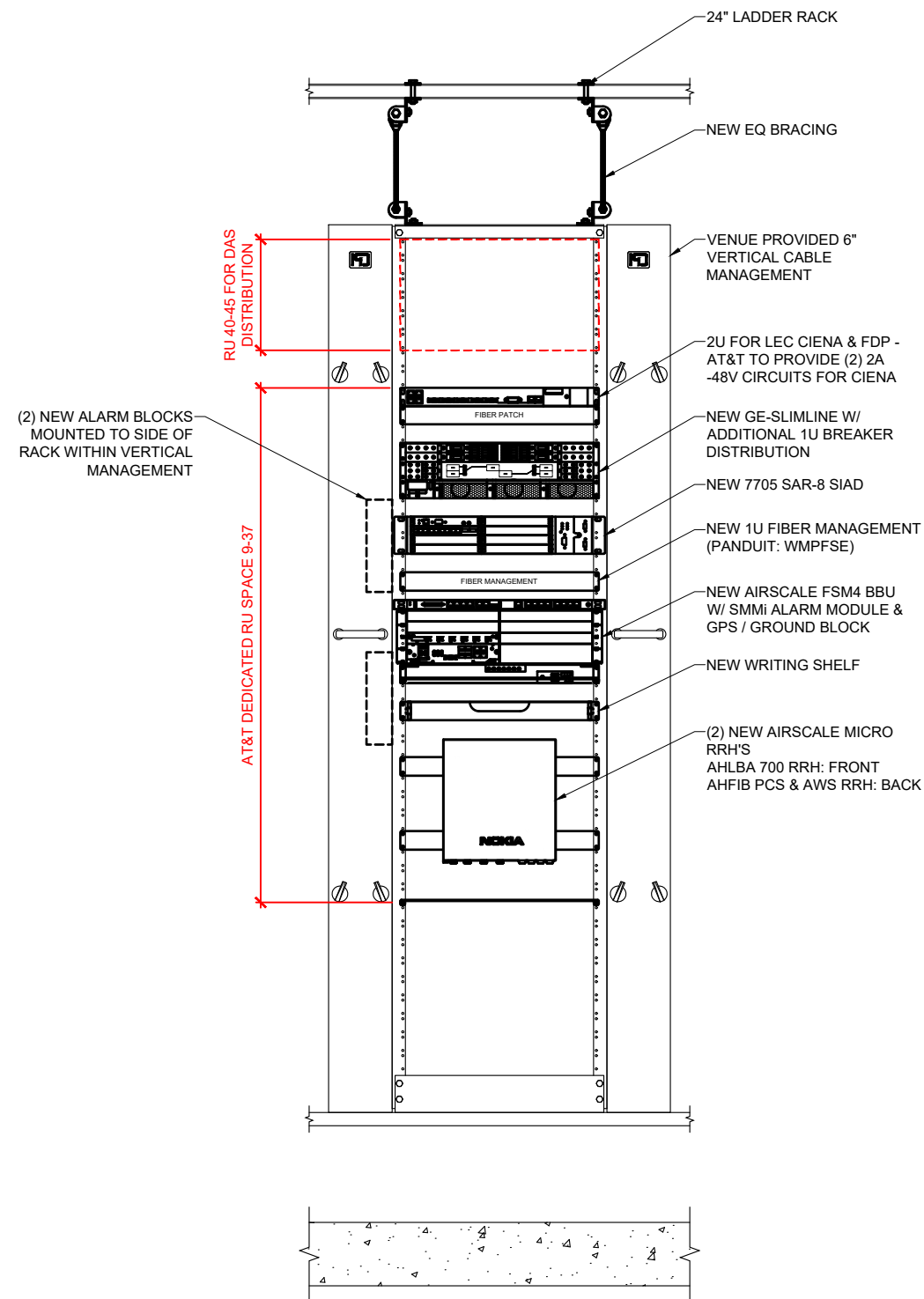
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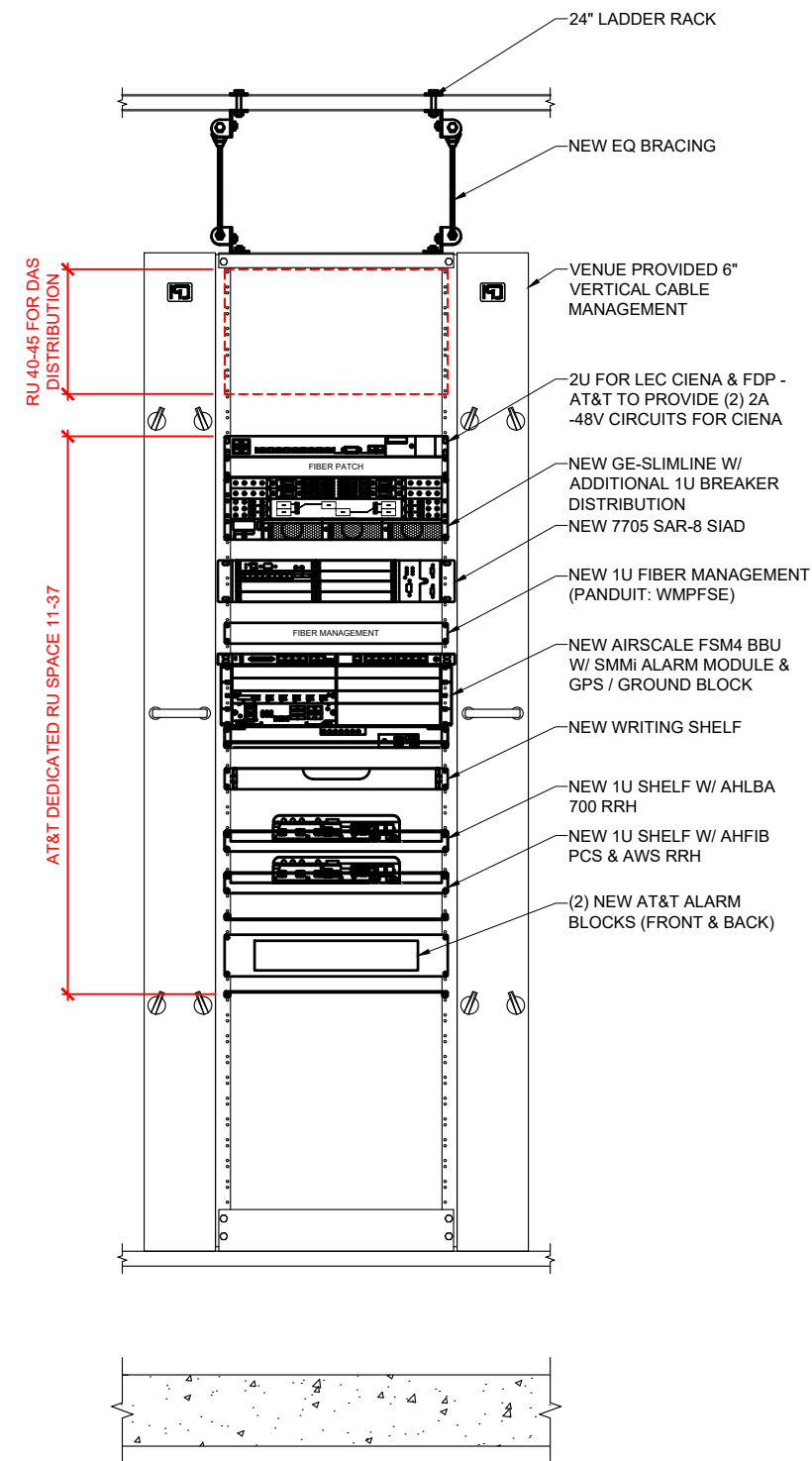
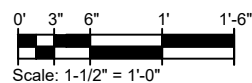
RACK
ELEVATIONS

A3.1

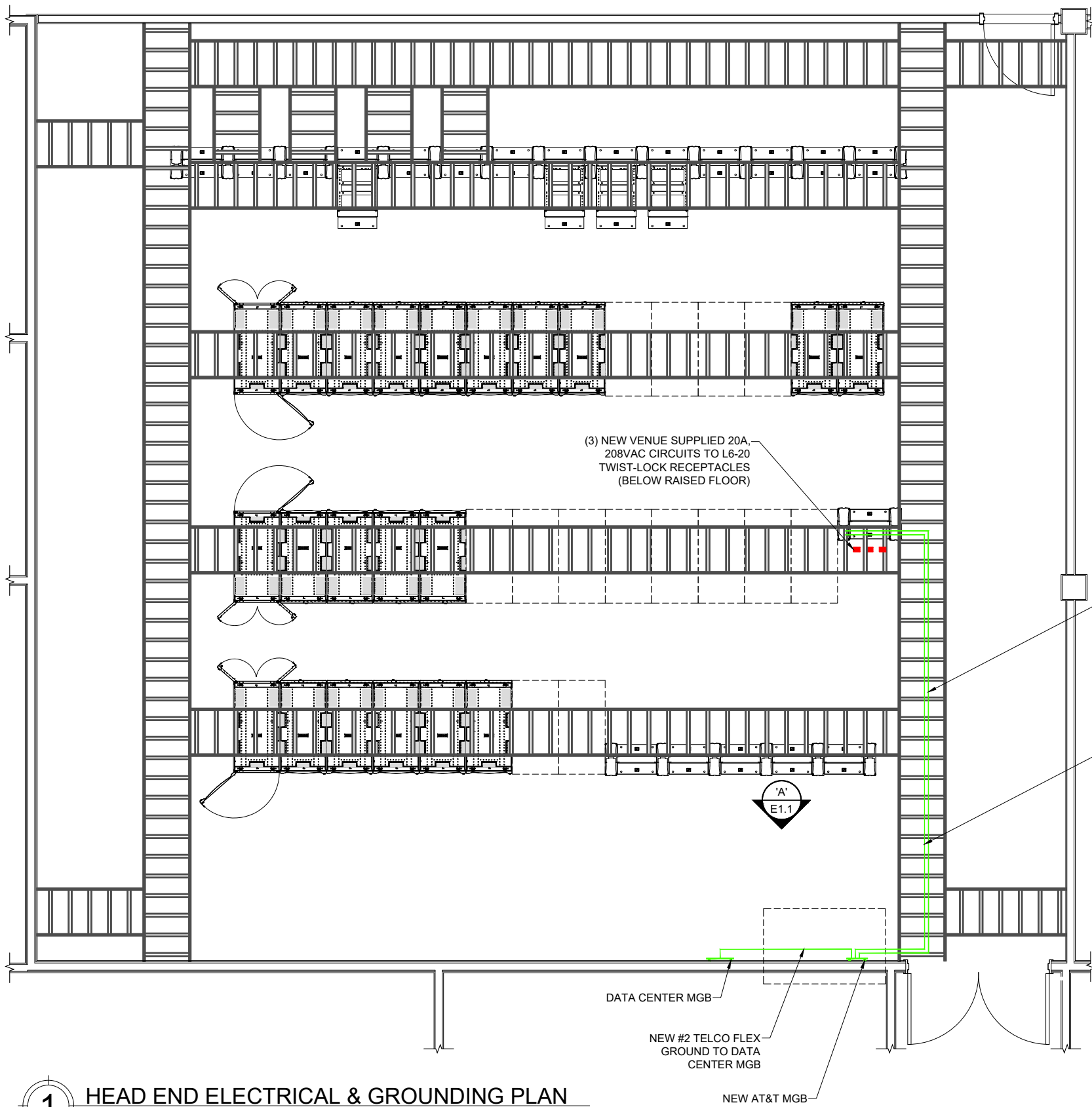
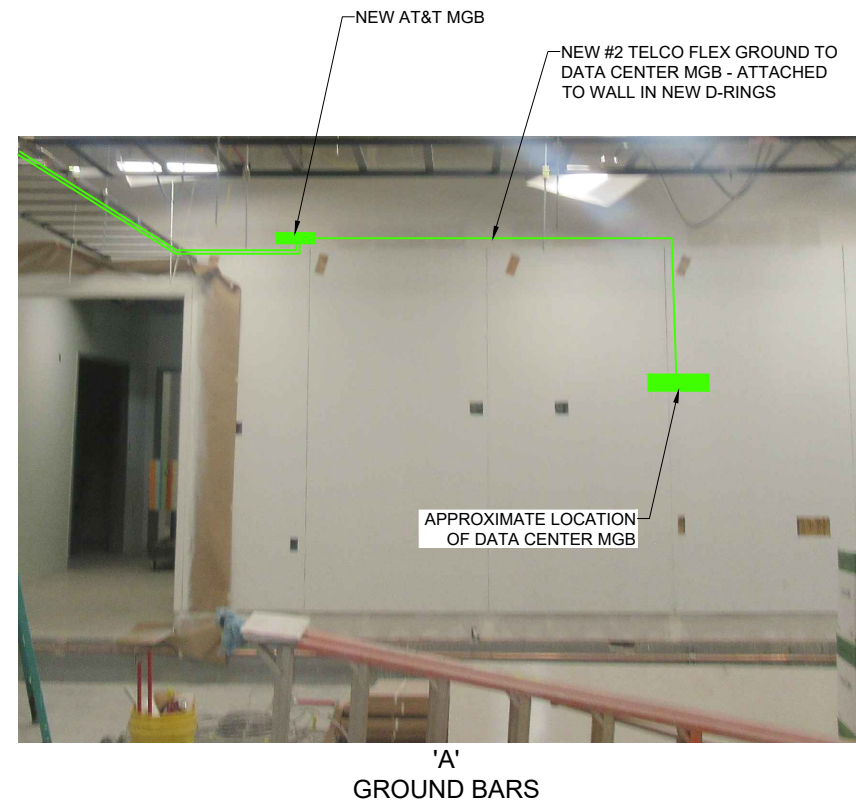
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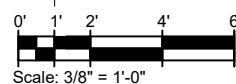
1 RACK ELEVATION (OPTION #1)
SCALE: 1-1/2" = 1'-0"



2 RACK ELEVATION (OPTION #2)
SCALE: 1-1/2" = 1'-0"

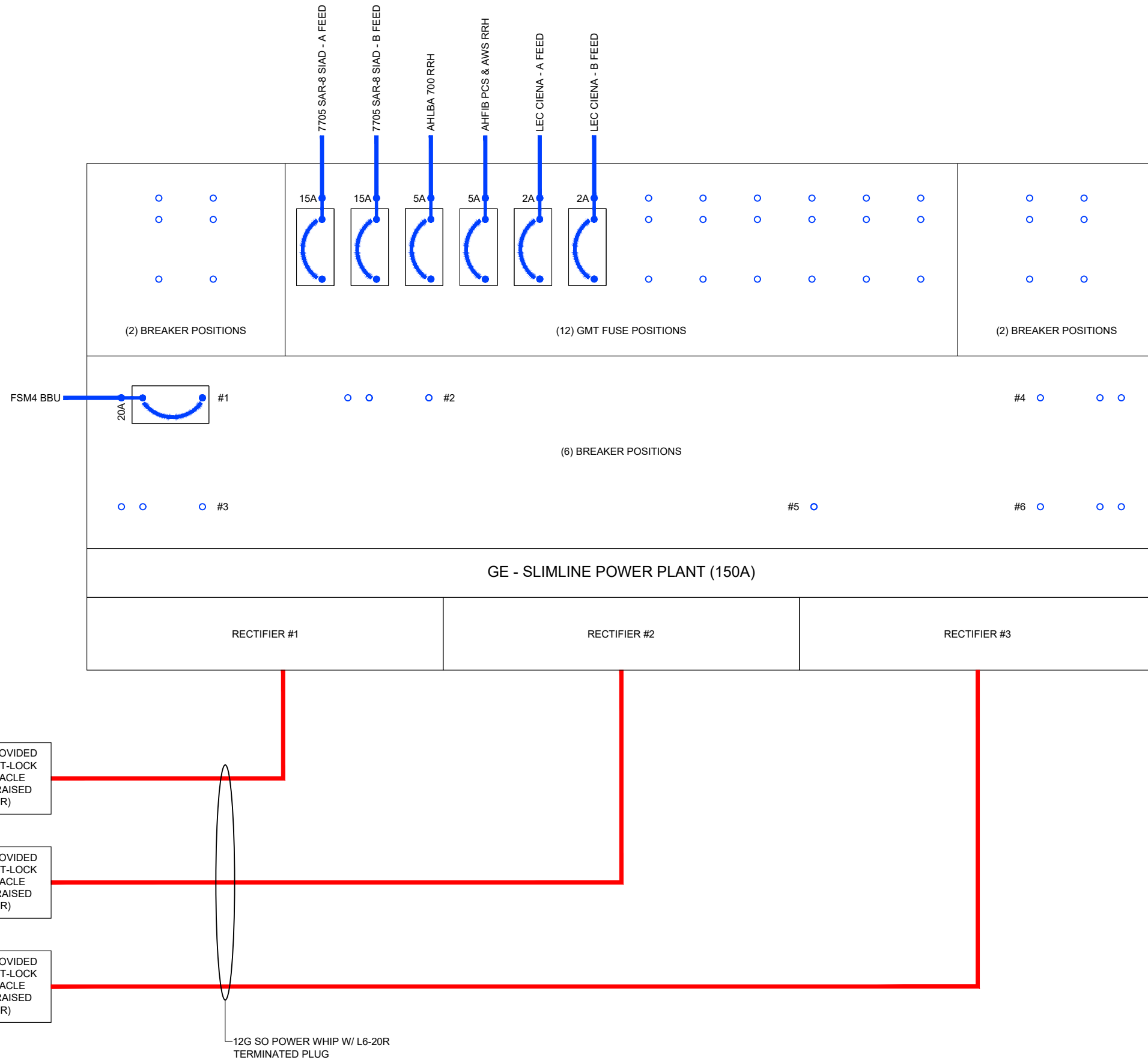


1 HEAD END ELECTRICAL & GROUNDING PLAN
SCALE: 3/8" = 1'-0"



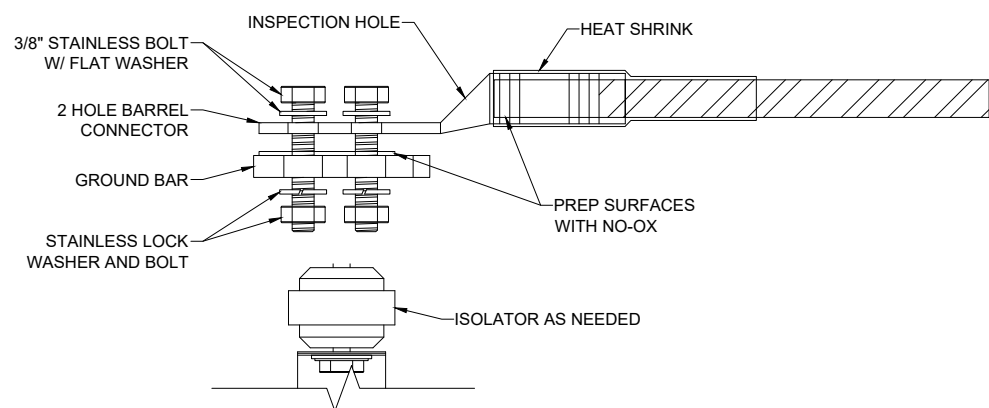
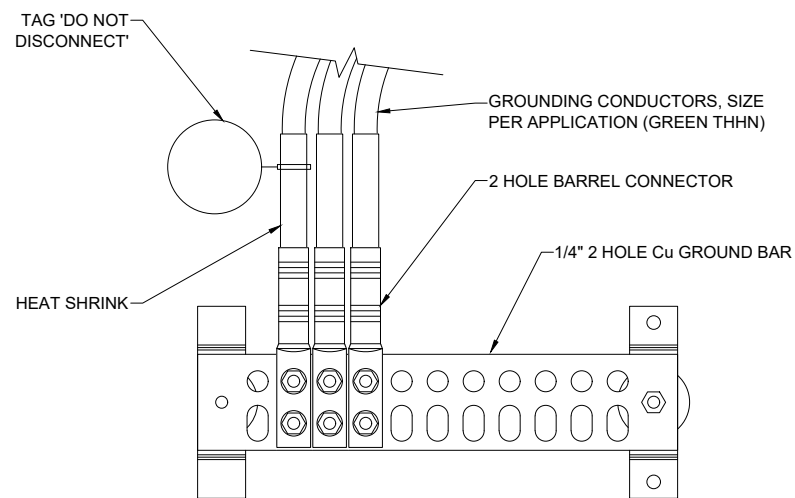
LINE TYPE LEGEND:

— POWER
— GROUND

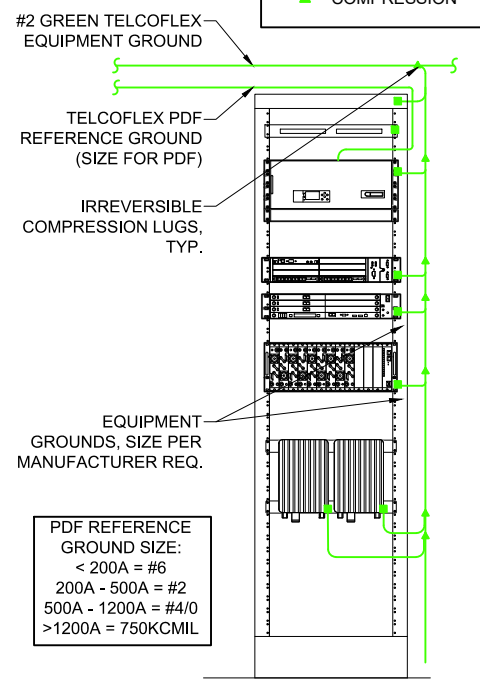
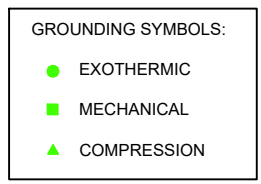


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POWER PLUMBING
DIAGRAM

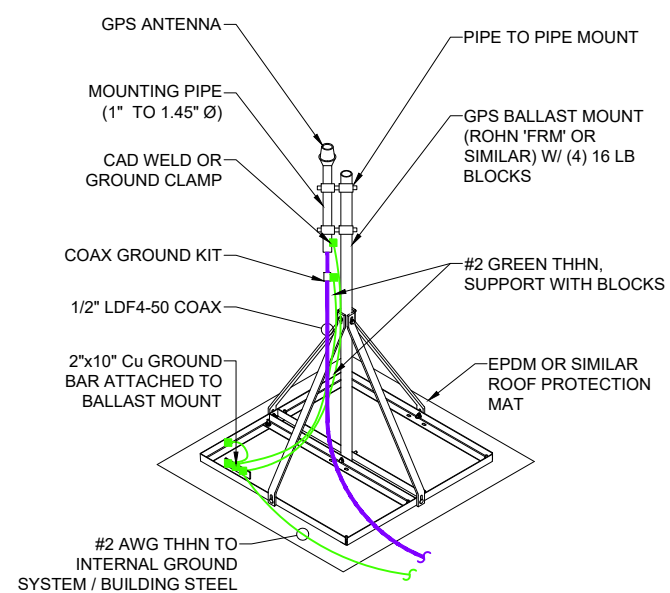


1 2 HOLE GROUND BAR
SCALE:

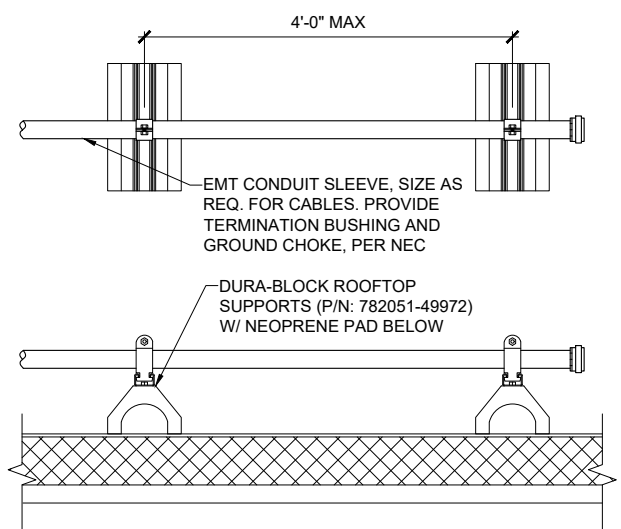


2 RACK GROUNDING
SCALE:

NOTE:
DO NOT TIE TO LIGHTNING PROTECTION SYSTEM OR OTHER ROOFTOP METAL



3 GPS MOUNT & GROUNDING
SCALE:



4 DURA-BLOCK CABLE SUPPORT
SCALE:

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EQUIPMENT
DETAILS

D1.1

NOTES:

1. GENERAL

- 1.1. CONTRACTOR SHALL VISIT THE SITE AND REVIEW ALL DESIGN DOCUMENTS FIELD VERIFYING ALL EXISTING CONDITIONS AND ASSESSING ALL MODIFICATIONS REQUIRED TO COMPLETE THE INSTALLATION. CONTRACTOR SHALL NOTIFY CONSTRUCTION MANAGER AND ARCHITECT / ENGINEER WITH ANY DISCREPANCIES BETWEEN ACTUAL CONDITIONS AND DESIGN DOCUMENTS AND OBTAIN WRITTEN CLARIFICATION PRIOR TO PROVIDING A QUOTE.
- 1.2. WHILE REVIEWING THE DESIGN DOCUMENTS, THE CONTRACTOR SHALL IDENTIFY ANY ITEMS WHERE THE DESIGN INTENT IS UNCLEAR AND OBTAIN WRITTEN CLARIFICATIONS PRIOR TO FURNISHING A BID.
- 1.3. CONTRACTOR SHALL OBTAIN WRITTEN AUTHORIZATION FROM THE CARRIER PRIOR TO PURCHASING ANY MATERIALS OR STARTING ANY WORK.
- 1.4. THESE DESIGN DOCUMENTS ARE DIAGRAMMATIC IN NATURE AND ARE INTENDED TO SHOW FINAL CONDITIONS. MULTIPLE PHASING STEPS MAYBE NEEDED TO MAINTAIN SITE OPERATION DURING CONSTRUCTION AND IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO PLAN AND COORDINATE PHASING WITH CARRIER OPERATIONS.
- 1.5. CONTRACTOR SHALL, UNLESS OTHERWISE NOTED, INCLUDE IN THEIR SCOPE OF WORK ALL NECESSARY MATERIALS, LABOR AND EQUIPMENT TO COMPLETE THE INSTALLATION AS DESCRIBED IN DESIGN DOCUMENTS.
- 1.6. CONTRACTOR SHALL SUPERVISE AND DIRECT THE EXECUTION OF THE SHOWN PROJECT AND IS SOLELY RESPONSIBLE FOR ALL CONSTRUCTION MEANS, METHODS, TECHNIQUES, SEQUENCING AND OBTAINING MATERIALS TO COMPLETE THE PROJECT. ANY REQUEST FOR ALTERATIONS TO THE DESIGN INTENT SHALL BE PROVIDED IN WRITING FOR REVIEW AND APPROVAL.
- 1.7. NO STRUCTURAL ALTERATIONS ARE TO BE MADE TO THE FACILITY UNLESS SPECIFICALLY NOTED.
- 1.8. CONTRACTOR SHALL MAKE PROVISIONS TO PROTECT EXISTING SITE FINISHES AS MUCH AS POSSIBLE. ANY IMPACT TO SITE AND SURROUNDINGS SHALL BE MITIGATED AND CONTRACTOR SHALL RETURN SITE TO PRE-CONSTRUCTION CONDITIONS.
- 1.9. ALL DEMOLISHED AND UNUSED MATERIALS SHALL BE REMOVED FROM SITE AND TRACKED ASSETS LOGGED AND RETURNED TO CARRIER FOR DISPOSAL OR RE-USE. CONTRACTOR TO KEEP THE SITE CLEAN, FREE OF HAZARDS AND TO PROPERLY DISPOSE OF ALL RUBBISH.
- 1.10. PLANS ARE NOT TO BE SCALED. UTILIZE DIMENSION CALL-OUTS FOR ESTIMATES. ALL CABLE LENGTHS ARE SHOWN FOR INFORMATIONAL PURPOSES AND IT IS THE CONTRACTORS RESPONSIBILITY TO FILED VERIFY ALL LENGTHS PRIOR TO ORDERING.
- 1.11. CONTRACTOR TO OBTAIN X-RAY OR GPR (IF APPLICABLE) OF ANY MASONRY STRUCTURES IDENTIFYING ALL EMBEDMENT PRIOR TO CUTTING, DRILLING OR OTHER ACTIVITY WHICH COULD CAUSE DAMAGE. AVOID ALL EMBEDMENT. OBTAIN APPROVAL FROM STRUCTURAL ENGINEER PRIOR TO IMPACTING ANY STRUCTURAL FACILITIES.
- 1.12. THE CONTRACTOR IS RESPONSIBLE FOR OBTAINING THE MOST RECENT DESIGN DOCUMENTS AND ENSURING THEY ARE DISTRIBUTED AND ARE FOLLOWED BY ALL PERSONAL INVOLVED IN THE PROJECT.
- 1.13. EVERY EFFORT HAS BEEN MADE BY THE ARCHITECT / ENGINEERS TO PROVIDE ACCURATE AND COMPLETE DESIGN DOCUMENTS THOUGH MINOR ERRORS AND OMISSIONS MAYBE CONTAINED WITHIN THE DOCUMENTS. THESE SHALL NOT EXCUSE THE CONTRACTOR FROM PROVIDING AN ACCURATE PROPOSAL AND COMPLETING THE PROJECT IN ACCORDANCE WITH THE INTENT OF THE DESIGN DOCUMENTS.
- 1.14. THE CONTRACTOR SHALL BEAR THE RESPONSIBILITY OF IDENTIFYING ANY ISSUES AND NOTIFYING THE CONSTRUCTION MANAGER AND ARCHITECT / ENGINEER IN WRITING PRIOR TO SUBMITTING PRICING. IN THE EVENT OF DISCREPANCIES OR CONFLICTING ITEMS, THE CONTRACTOR SHALL PRICE THE MOST COSTLY OR EXPANSIVE OPTION UNLESS DIRECTED IN WRITING OTHERWISE.
- 1.15. THE CONTRACTOR IS RESPONSIBLE FOR COORDINATING ACCESS WITH VENUE MANAGEMENT FOR ALL NECESSARY WORK AND TO COMPLY WITH ANY REQUIREMENTS IMPOSED BY THE VENUE
- 1.16. CONTRACTOR TO PROVIDE CLOSE OUT PACKAGE WITH ALL TEST RESULTS, SETTING SCREEN SHOTS, RELEVANT CATALOGS / CUT SHEETS, INSTRUCTION SHEETS AND A SET OF RED-LINED AS-BUILT DRAWINGS PRIOR TO FINAL BILLING.

2. CODE COMPLIANCE

- 2.1. ALL WORK TO BE MEET OR EXCEED ALL APPLICABLE STANDARDS, CODES, ORDINANCES, RULES AND REGULATIONS. WHEN TWO OR MORE ARE IN CONFLICT, THE MOST STRINGENT SHALL BE FOLLOWED. WHERE LICENSING IS REQUIRED, CONTRACTOR SHALL OBTAIN ALL REQUIRED LICENSES PRIOR TO START OF WORK.
- 2.2. CONTRACTOR TO COORDINATE WITH LOCAL JURISDICTION FOR ANY CODE RELATED QUESTIONS. ALL JURISDICTION REQUIRED CHANGES ARE THE RESPONSIBILITY OF THE CONTRACTOR.
- 2.3. EQUIPMENT ROOMS ARE NOT MANNED, ARE NOT HABITABLE, AND TO NOT REQUIRE POTABLE WATER, SEWER CONNECTION OR A.D.A. ACCESS ACCOMMODATIONS.
- 2.4. CONTRACTOR TO REMOVE TRASH AND REFUSE ON A DAILY BASIS AND NO SOLID WASTE RECEPTACLE WILL BE SITED.

3. SITE WORK:

- 3.3. ALL EFFORT HAS BEEN MADE TO IDENTIFY EXISTING UTILITIES. THE CONTRACTOR IS RESPONSIBLE FOR IDENTIFYING ALL UTILITIES SHOWN OR NOT AND PROTECT FROM DAMAGE. EXCAVATION CONTRACTOR TO OBTAIN REQUIRED LOCATED PRIOR TO STARTING WORK.
- 3.4. CONTRACTOR TO VERIFY STATE REQUIREMENTS FOR UTILITY LOCATION SERVICES AND EXCAVATION CONTRACTOR SHALL NOTIFY STATE OR LOCAL NOTIFICATION CENTER AS REQUIRED PRIOR TO ANY SITE DISTURBANCES.
- 3.5. CONTRACTOR SHALL PROTECT ALL SITE FINISHES AND IMPROVEMENTS AND RETURN ALL TO PRE WORK CONDITION. IF EXTERIOR SITE IMPROVEMENTS ARE REQUIRED, CONTRACTOR TO INSTALL AND MAINTAIN DRAINAGE / RUNOFF MITIGATION MEASURES THROUGH OUT THE PROJECT AND REVEGETATE AREA TO RETURN IT TO ORIGINAL CONDITIONS.
- 3.6. GRUB AND DISPOSE OF ALL ORGANIC MATERIAL PRIOR
- 3.7. NO FILL OR EARTHWORK TO OCCUR WITH ON OR WITH FROZEN MATERIAL

4. MATERIALS:

- 4.1. CONTRACTOR SHALL PROVIDE ALL NECESSARY MATERIALS AND SUPPLIES TO COMPLETE THE PROJECT NOT SPECIFICALLY PROVIDED BY CARRIER. CONTRACTOR TO CLARIFY PROVIDED MATERIALS PRIOR TO FURNISHING A BID.
- 4.2. ALL FURNISHED MATERIALS SHALL MEET CARRIER SPECIFICATIONS AND MINIMUM REQUIREMENTS FOR THE PROJECT. ANY SUBSTITUTIONS SHALL BE APPROVED IN WRITING BY CARRIER CONSTRUCTION MANAGER PRIOR TO PURCHASE AND INSTALLATION.
- 4.3. ALL OUTDOOR STEEL ITEMS SHALL BE HOT DIPPED GALVANIZED PER ASTM A123.
- 4.4. ALL BOLTS AND HARDWARE TO BE STAINLESS STEEL UNLESS SPECIFICALLY REQUIRED TO BE OTHERWISE BY CODE OR CARRIER REQUIREMENT.
- 4.5. ANY DAMAGED GALVANIZING OR PAINT TO BE FIELD REPAIRED WITH 'COLD-GALV' OR APPROPRIATE PAINT UNDER CONDITIONS APPROVED BY PRODUCT MANUFACTURER.

5. GENERAL CABLING

- 5.1. ALL INSTALLED CABLES SHALL HAVE SHEATHS (RISER / PLENUM / OUTDOOR / UV RESISTANT) APPROPRIATE FOR THE MOST RESTRICTIVE ENVIRONMENT WHICH THEY WILL TRAVERSE.
- 5.2. ALL CABLING TO BE SUPPORTED AND LACED PER NEC, LOCAL REQUIREMENTS AND TO MEET CARRIER SPECIFICATIONS.
- 5.3. MAINTAIN REQUIRED SEPARATION BETWEEN CONDUCTORS AND OTHER CABLES AS PRESCRIBED BY CARRIER SPECIFICATIONS AND BEST PRACTICES.
- 5.4. ALL FIRE, SMOKE OR DRAFT BARRIERS SHALL BE REPAIRED SUCH THAT THEY MAINTAIN THEIR INTENDED / REQUIRED RATINGS.
- 5.5. ALL MEASUREMENTS SHOWN ON PLANS ARE TO ADD CONTRACTOR AND DO NOT INCLUDE ANY SLACK OR CABLE DRESSING LENGTH. ALL CABLE LENGTHS SHALL BE FIELD VERIFIED PRIOR TO ORDERING.

6. ELECTRICAL AND GROUNDING

- 6.1. ALL INSTALLATIONS TO MAINTAIN REQUIRED CLEARANCES
- 6.2. CONTRACTOR TO SIZE CONDUCTORS PER NEC AND CARRIER REQUIREMENTS AND UPSIZE AS REQUIRED TO MINIMIZE VOLTAGE DROP.
- 6.3. CONTRACTOR TO SIZE CONDUIT PER NEC
- 6.4. CONTRACTOR TO BOND METALLIC ITEMS TO GROUNDING SYSTEM WITHIN SITE PER CARRIER REQUIREMENTS.

7. FIBER OPTICS:

- 7.1. VERIFY SINGLE-MODE OR MULTI-MODE AND CONNECTOR TYPE
- 7.2. ALL CABLES AND CONNECTORS TO BE PRE-APPROVED, OR AN EXCEPTION OBTAINED PRIOR TO PURCHASE AND INSTALLATION
- 7.3. ALL FIBER STRANDS SHALL BE FUSION SPLICED THOUGH OUT THE LENGTH OF THE RUN AND BE TERMINATED AT EACH END OF TRUNK UNLESS SPECIFICALLY NOTED.
- 7.4. ALL TERMINATIONS TO BE LANDED IN A BULKHEAD OR COILED AND PROTECTED IN A SPLICE CASE IF BULKHEAD IS SPACE CONSTRAINED.
- 7.5. ALL SPLICES TO BE FUSION TYPE AND INDIVIDUAL SPLICES SHALL HAVE A LOSS OF LESS THAN 0.1 dB. ANY SPLICES WITH HIGHER LOSSES TO BE REMADE.
- 7.6. ALL FIBERS TO BE TESTED WITH OTDR AND POWER METER. OTDR AND OPTICAL LOSS REPORT PROVIDED IN CLOSEOUT PACKAGE.
- 7.7. ALL FIBER CABLING TO BE INSTALLED IN PROTECTIVE CABLE MANAGEMENT SYSTEMS, DUCT OR BE ARMORED CABLE WHERE TRAVERSING SHARED SPACE.

8. COAX AND ANTENNAS

- 8.1. ALL ANTENNA MOUNTS SHALL BE INSTALLED IN ACCORDANCE WITH ANSI/TIA-222 AND APPLICABLE LOCAL CODES
- 8.2. ALL COAX TO BE INSTALLED PER CARRIER SPECIFICATIONS, SUPPORTED AT A MINIMUM OF EVERY 4'-0" IN PROPERLY SIZED BLOCKS OR OTHER COAX SUPPORTS U.N.O.
- 8.3. ALL COAX TRAVERSING EXTERIOR WALLS SHALL BE PROTECTED ON INTERIOR SIDE WITH LIGHTNING SURGE SUPPRESSOR GROUNDED TO BUILDING GROUNDING SYSTEM OR STEEL (NOT LIGHTNING PROTECTION SYSTEM). PROVIDE COAX GROUND KIT AT ANTENNA AND AS REQUIRED BY CARRIER.
- 8.4. ALL COAX TERMINATIONS SHALL BE LOW PIM AND APPROVED BY CARRIER.

- 8.5. MAINTAIN MINIMUM BEND RADIUS AND SUPPORT CABLE AS NEEDED TO PROTECT CABLES FROM SAGGING, KINKING OR BEING CAUGHT.
- 8.6. ALL COAX TO BE SWEEP (DTF & RETURN LOSS) AND PIM TESTED WITH PASSING REPORTS PROVIDED TO CARRIER.
- 8.7. PROVIDE 50 OHM LOAD ON ALL UNUSED PORTS.
- 8.8. WATERPROOF ALL EXTERIOR CONNECTIONS AND ANY OTHER CONNECTIONS EXPOSED TO MOISTURE OR CONDENSING ENVIRONMENTS WITH SELF AMALGAMATING BUYTAL TAPE WITH MINIMUM 1/2" OVERLAP.
- 8.9. TORQUE ALL CONNECTIONS TO MANUFACTURER SPECIFICATIONS WITH APPROPRIATE TORQUE WRENCH.
- 8.10. MOUNT GPS ANTENNA ON 1-1/4" SCH. 40 STEEL OR STAINLESS STEEL PIPE (MIN. 18"). GROUND PIPE WITH BURNDY GROUNDING CLAMP AND INSTALL WITHIN 2" OF VERTICAL.



**MOUNTAIN
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PRELIMINARY

ISSUE DATE:

7/30/2018

GENERAL
NOTES

GN1

(p) **Counterparts.** 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.

(q) **WAIVER OF JURY TRIAL.** EACH PARTY, TO THE EXTENT PERMITTED BY LAW, KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES ITS RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING UNDER ANY THEORY OF LIABILITY ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS AGREEMENT OR THE TRANSACTIONS IT CONTEMPLATES.

IN WITNESS WHEREOF, the parties have caused this Agreement to be effective as of the last date written below.

“LESSOR”

City and County of Denver

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

“LESSEE”

New Cingular Wireless PCS, LLC
By: AT&T Mobility Corporation
Its: Manager

By: *Neil Boyer*
Print Name: Neil Boyer
Its: Director
Date: 8-22-18



Contract Control Number: TECHS-201842529-00

Contractor Name: New Cingular Wireless PCS, LLC . dba AT&T
Mobility

By: 

Name: Neil Boyer
(please print)

Title: Director
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)



Contract Control Number:

IN WITNESS WHEREOF, the parties have set their hands and affixed their seals at Denver, Colorado as of

SEAL

CITY AND COUNTY OF DENVER

ATTEST:

By _____

APPROVED AS TO FORM:

REGISTERED AND COUNTERSIGNED:

By _____

By _____

By _____

