

RESOLUTION R-19-26

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A THIRD AMENDMENT TO THE ANTENNA SITE LEASE WITH RURAL CELLULAR CORPORATION D/B/A VERIZON WIRELESS, AT THE WATER TREATMENT PLANT.

WHEREAS, Rural Cellular Corporation d/b/a Verizon Wireless ("Tenant"), currently maintains equipment at the City of Gladstone, Missouri ("City") Water Treatment Plant tower pursuant to an Antenna Site Lease originally dated February 3, 1997 ("Lease"); and

WHEREAS, the term of the Lease expired on June 30, 2017; and

WHEREAS, the Tenant has requested that the term of the Lease be extended for a new initial term of fifteen years commencing on July 1, 2019, and for up to two additional five year terms thereafter; and

WHEREAS, the City and Tenant have negotiated terms for said extensions including rent adjustments pursuant to the terms of a Third Amendment to the Antenna Site Lease at the Water Treatment Plant Tower; and

WHEREAS, the City Council desires for the City to enter into the Third Amendment to Antenna Site Lease at the Water Treatment Plant Tower with the Tenant.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF GLADSTONE, MISSOURI, AS FOLLOWS:

THAT, the City Manager of the City of Gladstone is hereby authorized to execute the Third Amendment to Antenna Site Lease at the Water Treatment Plant Tower with Rural Cellular Corporation d/b/a Verizon Wireless.

INTRODUCED, READ, PASSED, AND ADOPTED BY THE COUNCIL OF THE CITY OF GLADSTONE, MISSOURI THIS 10th DAY OF JUNE, 2019.



Mayor Carol J. Suter

ATTEST:



Ruth Bocchino, City Clerk



Request for Council Action

RES ☒ # 19-26

BILL ☐ # City Clerk Only

ORD # City Clerk Only

Date: 6/5/2019

Department: Finance

Meeting Date Requested: 6/10/2019

Public Hearing: Yes ☐ Date: [Click here to enter a date.](#)

Subject: Antenna Lease at Water Treatment Plant

Background: In 1997, a lease was executed to put wireless communication equipment at the water treatment plant. This lease has since expired. Staff has been working with Verizon Wireless and American Tower for several months to come to terms on a new lease.

Budget Discussion: Funds are budgeted in the amount of \$ from the Fund. Ongoing costs are estimated to be \$ annually. Previous years' funding was \$

Public/Board/Staff Input: Over the past several months, staff has been working with American Tower and Verizon Wireless (Lessee) to come to terms on a new lease at the water treatment plant. Highlights of the new lease terms include an initial lease period of 15 years with the availability to extend the lease for two additional 5 year periods, an upfront cash payment, and a guaranteed annual rent increase.

Provide Original Contracts, Leases, Agreements, etc. to: City Clerk and Vendor

Dominic Accurso
Department Director/Administrator

PC
City Attorney

SW
City Manager

R-19-26



AMERICAN TOWER®
CORPORATION

Sent via FedEx: 7755 1219 1837

June 19, 2019

Attn: Mr. Scott Wingerson
c/o City of Gladstone
Phone: 816 436 2200
7010 N.Holmes, Gladstone
MO 64118

412800 - City of Gladstone, MO

Hi Scott,

Please find enclosed the partially executed documents for the Third Amendment for the cell tower facility located at 614 Northwest 44th Terrace, Kansas City MO. After several years at an impasse, I am very pleased to have had the opportunity to work with the City directly in order to secure the facility for all parties involved. To formally closeout the agreement, kindly sign, notarize and return an original copy via the enclosed prepaid FedEx envelope.

If you have any questions, please feel free to reach out directly.

Best regards,

Jeremy Humm
Land Acquisitions

American Tower Corporation

10 Presidential Way, Woburn, MA 01801

P: 781-428-7272 | F: 781-926-6954

www.americantower.com

112,

R-19-26

THE THIRD AMENDMENT TO ANTENNA SITE LEASE AT WATER TREATMENT PLANT

This Third Amendment to Antenna Site Lease At Water Treatment Plant (this "**Amendment**") is made effective as of the latter signature date hereof (the "**Effective Date**") by and between **City of Gladstone**, a municipal corporation ("**Landlord**") and **Verizon Wireless (VAW) LLC 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 Antenna Site Lease At Water Treatment Plant dated February 3, 1997 (as the same may have been amended, 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, Verizon Communications Inc., a Delaware corporation, and other parties identified therein, entered into a Management Agreement and a Master Prepaid Lease, both with an effective date of March 27, 2015 and both with ATC Sequoia LLC, a Delaware limited liability company ("**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. **One-Time Payment.** Tenant shall pay to Landlord a one-time payment in the amount of **Twenty-Five Thousand and No/100 Dollars (\$25,000.00)**, 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 July 1, 2019; (b) Tenant's confirmation that Landlord's statements as further set forth in this Amendment are true, accurate, and complete, including verification of Landlord's ownership; (c) Tenant's receipt of any documents and other items reasonably requested by Tenant in order to effectuate the transaction and payment contemplated herein; and (d) receipt by Tenant of an original Memorandum (as defined herein) executed by Landlord.
2. **Lease Term Extended.** Notwithstanding anything to the contrary contained in the Lease or this Amendment, the Parties agree the Lease originally commenced on July 1, 1997 and, without giving effect to the terms of this, the Lease was otherwise scheduled to expire on June 30, 2017. The Lease is hereby amended to provide Tenant with an initial fifteen (15) year renewal term (the "**Initial Renewal Term**") that would extend through June 30, 2032, followed by Tenant's option to extend the Lease for each of two (2) 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, as modified by this Amendment, (a) The Initial Renewal Term and New Renewal Terms shall automatically renew unless Tenant notifies Landlord that Tenant elects not to renew the Lease at least ninety (90) days prior to the

commencement of the next Renewal Term (as defined below) and (b) Landlord shall be able to terminate the Lease only in the event of a material default by Tenant, which default is not cured within sixty (60) days of Tenant's receipt of written notice thereof, provided, however, in the event that Tenant has diligently commenced to cure a material default within sixty (60) days of Tenant's actual receipt of notice thereof and reasonably requires additional time beyond the sixty (60) day cure period described herein to effect such cure, Tenant shall have such additional time as is necessary (beyond the sixty [60] day cure period) to effect the cure. References in this Amendment to "**Renewal Term**" shall refer, collectively, to the Initial Renewal Term and the New Renewal Term(s). 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.

3. **Rent and Escalation.** Commencing on July 1, 2019, the rent payable from Tenant to Landlord under the Lease is hereby decreased to **Forty-Three Thousand One Hundred Sixty-One and 30/100 Dollars (\$43,161.30) PER YEAR PAYABLE QUARTERLY** (the "**Rent**"). Commencing on July 1, 2020 and on each successive annual anniversary thereof, Rent due under the Lease, as modified by this Amendment, shall increase by an amount equal to **three percent (3%)** of the then current Rent. 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. 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 Gladstone MO**. 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.
4. **Revenue Share.** Subject to the other applicable terms, provisions, and conditions of this Section:
 - a. Tenant shall pay Landlord an amount equal to **Two Hundred Fifty Dollars and No/100 Dollars (\$250.00)** per month for the **first 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 party, the "**Additional Collocator(s)**") (any such agreement being a "**Collocation Agreement**") subsequent to the Effective Date (any such amount, the "**Collocation Fee**").
 - b. Tenant shall pay Landlord an amount equal to **Three Hundred Fifty Dollars and No/100 Dollars (\$350.00)** per month for the **second new** Collocation Agreement for the use of any portion of the Leased Premises entered into by and between Tenant or American Tower and an Additional Collocator subsequent to the Effective Date.
 - c. Tenant shall pay Landlord an amount equal to **Four Hundred Fifty Dollars and No/100 Dollars (\$450.00)** per month for the **third new** Collocation Agreement for the use of any portion of the Leased Premises entered into by and between Tenant or American Tower and an Additional Collocator subsequent to the Effective Date.
 - d. Tenant shall pay Landlord an amount equal to **Five Hundred Fifty Dollars and No/100 Dollars (\$550.00)** per month for the **fourth new** Collocation Agreement for the use of any portion of the Leased Premises entered into by and between Tenant or American Tower and an Additional Collocator subsequent to the Effective Date.

- e. The Collocation Fee shall not be subject to the escalations to Rent as delineated in this Amendment and/or the Lease. In the event that a Collocation Agreement expires or terminates, and the number of Additional Collocators is reduced, then the Collocation Fee due from Tenant (or American Tower) to Landlord shall be adjusted according to the preceding amounts above. For the avoidance of confusion, the Parties agree that the order for determining which Collocation Agreement shall be subject to the Collocation Fee shall be determined by the commencement date of Collocation Agreement.
 - f. 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.
 - g. 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 installed on the Leased Premises (such tower, 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.
 - h. 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; (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; or (v) any subleases, licenses, or other collocation agreements entered into by and between Tenant (or American Tower) and Landlord.
5. **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. In the event there is a conflict between the Lease and this Amendment, this Amendment shall control. The Parties hereby agree that no defaults exist under the Lease. To the extent Tenant needed consent and/or approval from

Landlord for any of Tenant's activities at and uses of the site prior to the Effective Date, including subleasing to American Tower, Landlord's execution of this Amendment is and shall be considered consent to and approval of all such activities and uses and confirmation that no additional consideration is owed to Landlord for such activities and uses. 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, subleasing and licensing to additional customers, installing, modifying, repairing, or replacing improvements within the Leased Premises, and/or assigning all or any portion of Tenant's interest in the Lease, as modified by this Amendment. Tenant and Tenant's sublessees and customers 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. Upon request by Tenant and at Tenant's sole cost and expense and for no additional consideration to Landlord, Landlord hereby agrees to promptly execute and return to Tenant building permits, zoning applications and other forms and documents, including a memorandum of lease, as required for the use of the Leased Premises by Tenant and/or Tenant's customers, licensees, and sublessees. The terms, provisions, and conditions of this Section shall survive the execution and delivery of this Amendment. Tenant acknowledges that Landlord is a municipal corporation and political subdivision of the State of Missouri, and as such has certain governmental power and authority, including, but not limited to, authority to issue and deny building permits and to approve or deny zoning requests, that it cannot delegate, waive, or assign by contract.

6. **Limited Right of First Refusal.** Notwithstanding anything to the contrary contained herein, this paragraph shall not apply to any fee simple sale of the Parent Parcel from Landlord to any prospective purchaser that is not a Third Party Competitor (as defined herein) or to American Tower. If Landlord receives an offer or desires to offer to: (i) sell or convey any interest (including, but not limited to, leaseholds or easements) in any real property of which the Leased Premises is a part to any person or entity directly or indirectly engaged in the business of owning, acquiring, operating, managing, investing in or leasing wireless telecommunications infrastructure (any such person or entity, a "**Third Party Competitor**") or (ii) assign all or any portion of Landlord's interest in the Lease to a Third Party Competitor (any such offer, the "**Offer**"), Tenant shall have the right of first refusal to purchase the real property or other interest being offered by Landlord in connection with the Offer on the same terms and conditions. If Tenant elects, in its sole and absolute discretion, to exercise its right of first refusal as provided herein, Tenant must provide Landlord with notice of its election not later than forty-five (45) days after Tenant receives written notice from Landlord of the Offer. If Tenant elects not to exercise Tenant's right of first refusal with respect to an Offer as provided herein, Landlord may complete the transaction contemplated in the Offer with the Third Party Competitor on the stated terms and price but with the express condition that such sale is made subject to the terms of the Lease, as modified by this Amendment. Landlord hereby acknowledges and agrees that any sale or conveyance by Landlord in violation of this Section is and shall be deemed to be null and void and of no force and effect. The terms, provisions, and conditions of this Section shall survive the execution and delivery of this Amendment. For the avoidance of doubt, American Tower, its affiliates and subsidiaries, shall not be considered a Third Party Competitor and this provision shall not apply to future transactions with American Tower, its affiliates and subsidiaries.
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 performs its obligations under the Lease, Tenant shall peaceably and quietly have, hold and enjoy the Leased Premises, and Landlord shall not act or permit any third person to act in any manner which would interfere with or disrupt Tenant's business or frustrate Tenant or Tenant's customers' 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.

8. **Notices.** The Parties acknowledge and agree that Section 32 of the 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: City of Gladstone, Attn: City Manager, 7010 N. Holmes, Gladstone, MO 64118; 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.
9. **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.
10. **Governing Law.** Notwithstanding anything to the contrary contained in the Lease and in this Amendment, the Lease and this Amendment 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.
11. **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.

12. **Tenant's Securitization Rights; Estoppel.** Landlord hereby consents to the granting by Tenant and/or American Tower of one or more leasehold mortgages, collateral assignments, liens, and/or other security interests (collectively, a "**Security Interest**") in Tenant's (or American Tower's) interest in the Lease, as amended, and all of Tenant's (or American Tower's) property and fixtures attached to and lying within the Leased Premises and further consents to the exercise by Tenant's (or American Tower's) mortgagee ("**Tenant's Mortgagee**") of its rights to exercise its remedies, including without limitation foreclosure, with respect to any such Security Interest. Landlord shall recognize the holder of any such Security Interest of which Landlord is given prior written notice (any such holder, a "**Holder**") as "Tenant" hereunder in the event a Holder succeeds to the interest of Tenant and/or American Tower hereunder by the exercise of such remedies. Landlord further agrees to execute a written estoppel certificate within thirty (30) days of written request of the same by Tenant, American Tower or Holder.
13. **Termination.** The Parties acknowledge and agree that Section(s) 25 of the Lease is hereby deleted in their entirety and is of no further force and effect. From and after the Effective Date the obligations of the Parties with respect to the termination provision in the Lease, as modified by this Amendment, shall be controlled by this Section of this Amendment.
- a) **By Tenant.** Tenant may terminate this Lease, as amended herein, upon giving ninety (90) days advanced written notice to Landlord of its intent to terminate. Upon termination of the Lease, as amended herein, all obligations of Tenant to Landlord shall cease, except those that expressly survive the termination of the Lease, as amended herein.
- b) **By Landlord.** Landlord may, in its sole and absolute discretion, terminate the Lease, as amended herein, due to the Landlord requiring the Leased Premises for a governmental function, including but not limited to an expansion of the Landlord's water treatment facility located on the Parent Parcel, upon providing Tenant ninety (90) days advanced written notice. Upon termination of the Lease, as amended herein, all obligations of Landlord to Tenant shall cease, except those that expressly survive the termination of the Lease, as amended herein.
14. **Termination and Removal.** Within 120 days of the expiration or termination of the Lease, as amended herein, Tenant shall remove all of its communications equipment and other personal property from the Leased Premises, including the removal of any foundation to six (6) inches below grade, but not including underground utilities, if any, and restore the Leased Premises to its original condition, reasonable wear and tear excepted.
15. **Option to Expand Leased Premises:** Landlord hereby grants to Tenant an irrevocable option to expand the Leased Premises to include an additional one thousand (1000) square feet contiguous to the Leased Premises, in a shape and location to be designated by Tenant by written notice to Landlord (the "**Option Area**"). Said option may be exercised by Tenant, in Tenant's sole and absolute discretion, at any time during the term of the Lease (as the same may be extended from time to time). In connection with this option to expand, Tenant, its agents, employees and independent contractors, shall have the right to enter upon that portion of the Parent Parcel lying beyond the Leased Premises at any time for purposes of evaluating the land and to perform (or cause to be performed) test borings of the soil, environmental audits, engineering studies and to conduct a survey. Said right of Tenant shall include, without limitation, the right to clear trees, brush and other obstructions which may interfere, in Tenant's sole discretion, with Tenant's ability to conduct such evaluation activities. In the event Tenant elects to cause a boundary, as-built or similar survey of all (or any portion of) the Option Area (the "**Survey**") to be prepared by a surveyor duly licensed under the laws of the state in which the Option Area is located, Landlord agrees to execute an amendment to the Lease to reflect the addition of the Option Area to the Leased Premises, within sixty (60) days of receipt by Landlord, in a form which is recordable in the county

in which the Leased Premises is located and uses the description provided on said Survey. Until such time as Tenant exercises the option to expand described herein, if ever, Landlord hereby agrees to give Tenant no less than thirty (30) days prior notice prior to entering into a lease or other use or occupancy agreement pertaining to any portion of the Parent Parcel. During the foregoing thirty (30) day period, Tenant may elect to designate the Option Area by written notice to Landlord, in which case such Option Area would no longer be available for Landlord to lease to a third party.

16. **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.

[SIGNATURES COMMENCE ON FOLLOWING PAGE]

LANDLORD:

City of Gladstone, a municipal corporation

Signature: Scott Wingersen
Print Name: Scott Wingersen
Title: City Manager
Date: 6/21/19

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

LANDLORD:

City of Gladstone, a municipal corporation

Signature: Scott Winger
Print Name: Scott Winger
Title: City Manager
Date: 6/21/19


[SIGNATURES CONTINUE ON FOLLOWING PAGE]

TENANT:

Verizon Wireless (VAW) LLC d/b/a Verizon Wireless

By: ATC Sequoia LLC, a Delaware limited liability company

Title: Attorney-in-Fact

Signature:  _____

Print Name: Shawn Lanier

Title: Vice President - Legal

Date: 6-18-2019

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:

All that part of the West one-half of the Northeast quarter of Section 3, Township 50 North, Range 33 West in Clay County, Missouri, described as follows:

Beginning at the Southwest corner of the East one-half of the West one-half of the Northeast quarter of said Section 3; thence South 89 degrees 10 minutes 20 seconds East along the East-West center line of said Section 3, a distance of 60.10 feet (for the purpose of this description all bearings are with reference to that portion of the Easterly right-of-way line of Richards Road Extension for U. S. Highway No. 169 from the East-West center line of said Section 3, to a point 706.53 feet Northerly thereof as having an assumed bearing of North 0 degrees 38 minutes East); thence North 0 degrees 38 minutes East a distance of 780.00 feet; thence North 45 degrees 51 minutes 58 seconds West a distance of 342.55 feet; thence North 18 degrees 08 minutes 31 seconds East a distance of 557.18 feet; thence North 15 degrees 49 minutes 45 seconds East a distance of 181.47 feet; thence North 10 degrees 18 minutes 43 seconds East a distance of 231.05 feet; thence North 27 degrees 45 minutes 24 seconds East a distance of 92.05 feet; thence North 20 degrees 13 minutes 05 seconds East a distance of 91.70 feet; thence North 5 degrees 09 minutes 12 seconds East a distance of 150.97 feet more or less, to a point on the Southerly right-of-way line of U. S. No. 69 Highway (Vivion Road), said point being 68.00 feet Easterly from the Easterly right-of-way line for said Richards Road Extension, measured along the Southerly right-of-way line of said Vivion Road; thence Westerly along the Southerly right-of-way line of said Vivion Road a distance of 68 feet to the Easterly right-of-way line for said Richards Road Extension; thence Southwesterly and Southerly along the Easterly right-of-way line for said Richards Road Extension to the East-West center line of said Section 3; thence South 89 degrees 10 minutes 20 seconds East a distance of 359.90 feet, more or less, to the Point of Beginning, except that part thereof conveyed to the State of Missouri under Document No. D21106 in Book 1202 at page 340.

Clay County, Missouri Parcel Numbers: 17-208-00-06-003.00 and 17-208-00-06-002.00

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) 2,100 square feet; (ii) Tenant's (and Tenant's customers) existing improvements on the Parent Parcel; or (iii) the legal description or depiction below (if any).

EXHIBIT A (Continued)

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 including but not limited to:

EXHIBIT B

FORM OF MEMORANDUM OF LEASE

Prepared by and Return to:

American Tower
10 Presidential Way
Woburn, MA 01801
Attn: Land Management/Ian P. Fitzgerald, Esq.
ATC Site No: 412800
ATC Site Name: KCYBRIAR CLIFF MO
Assessor's Parcel No(s): 17-208-00-06-003.0

Prior Recorded Lease Reference:

Book _____, Page _____
Document No: _____
State of Missouri
County of Clay

MEMORANDUM OF LEASE

This Memorandum of Lease (the "**Memorandum**") is entered into as of the latter signature date hereof, by and between **City of Gladstone**, a municipal corporation ("**Landlord**") and **Verizon Wireless (VAW) LLC 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 Antenna Site Lease At Water Treatment Plant dated February 3, 1997 (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, Verizon Communications Inc., a Delaware corporation, and other parties identified therein, entered into a Management Agreement and a Master Prepaid Lease, both with an effective date of March 27, 2015 and both with ATC Sequoia LLC, a Delaware limited liability company ("**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 June 30, 2042. Notwithstanding the foregoing, in no event shall Tenant be required to exercise any

ATC Site No: 412800
VZW Site No: 140685
Site Name: KCYBRIAR CLIFF MO

option to renew the term of the Lease.

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. **Right of First Refusal.** There is a right of first refusal in the Lease.
6. **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.
7. **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: City of Gladstone, Attn: City Manager, 7010 N. Holmes, Gladstone, MO 64118; 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.
8. **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.
9. **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 Gladstone, a municipal corporation

Signature: [Signature]
Print Name: Scott Wingersen
Title: City Manager
Date: 6/21/19

Signature: [Signature]
Print Name: Robert M Baer

Signature: [Signature]
Print Name: Austin Greer

WITNESS AND ACKNOWLEDGEMENT

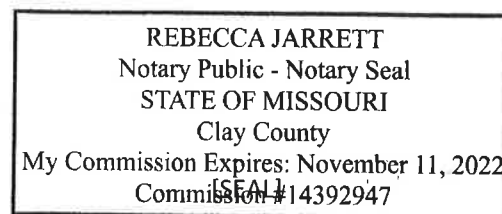
State/Commonwealth of Missouri

County of Clay

On this 21 day of June, 2019, before me, the undersigned Notary Public, personally appeared Scott Wingersen, 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.

[Signature]
Notary Public
Print Name: Rebecca Jarrett
My commission expires: 11-11-22



[SIGNATURES CONTINUE ON FOLLOWING PAGE]

TENANT

Verizon Wireless (VAW) LLC d/b/a Verizon Wireless

By: ATC Sequoia LLC,
a Delaware limited liability company
Title: Attorney-in-Fact

Signature: [Signature]
Print Name: **Shawn Lanier**
Title: **Vice President - Legal**
Date: **6-18-2019**

WITNESS

Signature: [Signature]
Print Name: **Ryan Oatis**
Signature: [Signature]
Print Name: **Emily Leary**

WITNESS AND ACKNOWLEDGEMENT

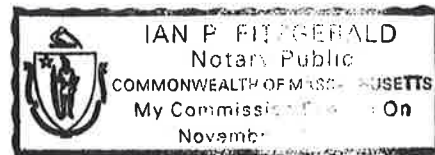
Commonwealth of Massachusetts

County of Middlesex

On this 18 day of June, 2019, before me, the undersigned Notary Public, personally appeared Shawn Lanier - VP - Legal, 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.

[Signature]
Notary Public
Print Name: **Ian P Fitzgerald**
My commission expires: **11/13/2020**



[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:

All that part of the West one-half of the Northeast quarter of Section 3, Township 50 North, Range 33 West in Clay County, Missouri, described as follows:

Beginning at the Southwest corner of the East one-half of the West one-half of the Northeast quarter of said Section 3; thence South 89 degrees 10 minutes 20 seconds East along the East-West center line of said Section 3, a distance of 60.10 feet (for the purpose of this description all bearings are with reference to that portion of the Easterly right-of-way line of Richards Road Extension for U. S. Highway No. 169 from the East-West center line of said Section 3, to a point 706.53 feet Northerly thereof as having an assumed bearing of North 0 degrees 38 minutes East); thence North 0 degrees 38 minutes East a distance of 780.00 feet; thence North 45 degrees 51 minutes 58 seconds West a distance of 342.55 feet; thence North 18 degrees 08 minutes 31 seconds East a distance of 557.18 feet; thence North 15 degrees 49 minutes 45 seconds East a distance of 181.47 feet; thence North 10 degrees 18 minutes 43 seconds East a distance of 231.05 feet; thence North 27 degrees 45 minutes 24 seconds East a distance of 92.05 feet; thence North 20 degrees 13 minutes 05 seconds East a distance of 91.70 feet; thence North 5 degrees 09 minutes 12 seconds East a distance of 150.97 feet more or less, to a point on the Southerly right-of-way line of U. S. No. 69 Highway (Vivion Road), said point being 68.00 feet Easterly from the Easterly right-of-way line for said Richards Road Extension, measured along the Southerly right-of-way line of said Vivion Road; thence Westerly along the Southerly right-of-way line of said Vivion Road a distance of 68 feet to the Easterly right-of-way line for said Richards Road Extension; thence Southwesterly and Southerly along the Easterly right-of-way line for said Richards Road Extension to the East-West center line of said Section 3; thence South 89 degrees 10 minutes 20 seconds East a distance of 359.90 feet, more or less, to the Point of Beginning, except that part thereof conveyed to the State of Missouri under Document No. D21106 in Book 1202 at page 340.

Clay County, Missouri Parcel Numbers: 17-208-00-06-003.00 and 17-208-00-06-002.00

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) 2,100 square feet; (ii) Tenant's (and Tenant's customers) existing improvements on the Parent Parcel; or (iii) the legal description or depiction below (if any).

EXHIBIT A (Continued)

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 including but not limited to:

R-19-26



City of Gladstone
7010 N. Holmes
Gladstone, MO 64118

June 24, 2019

REQUEST FOR APPROVAL OF PROPOSED INSTALLATION OF BACKHAUL FIBER EQUIPMENT

SITE NUMBER	SITE NAME	PROJECT NUM.	CUSTOMER*
412800	KCYBRIAR Cliff MO	12910226	Verizon Wireless
SITE ADDRESS		GROUND AGREEMENT	
614 Northwest 44 th Terrace Kansas City, MO 64116-1582		Antenna Site Lease at Water Treatment Plant dated February 3, 1997 (as amended)	

* any reference to Verizon Wireless includes one or more of its related entities

Dear Landlord:

As you may be aware, American Tower (or one of its related entities) is subleasing the site from Verizon (or one of its related entities). We are writing to request your approval of a proposed installation of backhaul fiber equipment by Verizon Wireless, at this site. Verizon Wireless is an existing user of the tower at this site, however pursuant the ground agreement we are required to obtain your approval before we allow them to install their equipment. Included for your convenience are the construction drawings detailing this installation.

As wireless technology and coverage demands continue to change, providers routinely upgrade their equipment. In allowing our customers to make such upgrades we ensure that all work will take place within the existing lease and/or easement area(s) and that any disturbance to the site will be minimal. We will also ensure that the site is returned to its current condition after the installation is completed.

If you could please approve of this proposed equipment modification by signing this letter below and returning it to my attention, either by mail or email, I would appreciate it. American Tower values our relationship with you so if there are any questions please do not hesitate to contact me directly.

Thank you for your time.

Sincerely,

Elena Theodosopoulos

Elena Theodosopoulos

Supervisor, Land Management

Elena.theodosopoulos@americantower.com / 781-926-6874

Approval

I approve of the proposed installation of backhaul fiber equipment by Verizon Wireless* at the site referenced above.

Signature: Scott Wingersen Date: July 2, 2015

Print Name: Scott Wingersen

Title: City Manager

ATTEST:

Ruth E. Bocchino

Ruth E. Bocchino
City Clerk, City of Gladstone, MO

R-19-26



City of Gladstone
7010 N. Holmes
Gladstone, MO 64118

June 24, 2019

REQUEST FOR APPROVAL OF PROPOSED INSTALLATION OF EQUIPMENT

SITE NUMBER	SITE NAME	PROJECT NUM.	CUSTOMER*
412800	KCYBRIAR CLIFF MO	12641341	T-MOBILE
SITE ADDRESS		GROUND AGREEMENT	
Kansas City, Missouri 64116-1582 614 Northwest 44th Terrace		Antenna Site Lease at Water Treatment Plant dated February 3, 1997 (as amended)	

* any reference to T-MOBILE includes one or more of its related entities

Dear Landlord:

As you may be aware, American Tower (or one of its related entities) is subleasing the site from Verizon (or one of its related entities). We are writing to request your approval of a proposed equipment installation by T-MOBILE, at this site. T-MOBILE is an existing user of the tower at this site, however pursuant the ground agreement we are required to obtain your approval before we allow them to install their equipment. Included for your convenience are the construction drawings detailing this installation.

As wireless technology and coverage demands continue to change, providers routinely replace and upgrade equipment. Below are a few answers to frequently asked questions we receive from landlords on this type of project:

- All work will take place within the existing compound and on the existing tower.
- The overall appearance of the tower will remain similar.
- The modification of T-MOBILE's equipment will not change the overall height of the tower.

If you could please approve of this proposed equipment modification by signing this letter below and returning it to my attention, either by mail or email, I would appreciate it.

American Tower values our relationship with you so if there are any questions please do not hesitate to contact me directly.

Thank you for your time.

Sincerely,

Elena Theodosopoulos

Elena Theodosopoulos

Supervisor, Land Management

Elena.theodosopoulos@americantower.com / 781-9926-6874

Approval

I approve of the proposed modification of equipment by T-MOBILE at the site referenced above.

Signature:  Date: July 2, 2015

Print Name: Scott Wingersen

Title: City Manager

ATTEST:



Ruth E. Bocchino
City Clerk, City of Gladstone, MO

R-19-26



City of Gladstone
7010 N. Holmes
Gladstone, MO 64118

June 24, 2019

REQUEST FOR APPROVAL OF PROPOSED INSTALLATION OF EQUIPMENT

SITE NUMBER	SITE NAME	PROJECT NUM.	CUSTOMER*
412800	KCYBRIAR CLIFF MO	OAA716052	Verizon Wireless
SITE ADDRESS		GROUND AGREEMENT	
Kansas City, Missouri 64116-1582 614 Northwest 44th Terrace		Antenna Site Lease at Water Treatment Plant dated February 3, 1997 (as amended)	

* any reference to T-MOBILE includes one or more of its related entities

Dear Landlord:

As you may be aware, American Tower (or one of its related entities) is subleasing the site from Verizon (or one of its related entities). We are writing to request your approval of a proposed equipment installation by Verizon Wireless, at this site. Verizon Wireless is an existing user of the tower at this site, however pursuant the ground agreement we are required to obtain your approval before we allow them to install their equipment. Included for your convenience are the construction drawings detailing this installation.

As wireless technology and coverage demands continue to change, providers routinely replace and upgrade equipment. Below are a few answers to frequently asked questions we receive from landlords on this type of project:

- All work will take place within the existing compound and on the existing tower.
- The overall appearance of the tower will remain similar.
- The modification of Verizon Wireless's equipment will not change the overall height of the tower.

If you could please approve of this proposed equipment modification by signing this letter below and returning it to my attention, either by mail or email, I would appreciate it.

American Tower values our relationship with you so if there are any questions please do not hesitate to contact me directly.

Thank you for your time.

Sincerely,

Elena Theodosopoulos

Elena Theodosopoulos

Supervisor, Land Management

Elena.theodosopoulos@americantower.com / 781-9926-6874

Approval

I approve of the proposed modification of equipment by Verizon Wireless at the site referenced above.

Signature: _____

Date: July 2, 2014

Print Name: Scott Wingersen

Title: City Manager

ATTEST:

Ruth E. Bocchino 7/3/14

Ruth E. Bocchino
City Clerk, City of Gladstone, MO