



Memorandum

To: Town Council
From: Niall Connolly, Director of Community Development
Date: September 4th, 2026
Re: Lease Agreement with Atlas Tower LLC

Introduction

Atlas Tower is proposing to lease an area of Town property (30ft x 24 ft) at 226 Paradise Road for the purpose of building a cell tower.



Figure 1. Location of land proposed to be leased shown in yellow rectangle

Atlas Tower is a company that builds cell towers, and leases space on those towers to carriers. They are based in Boulder, Colorado. Verizon has expressed an interest in deploying at this location if Atlas builds

a tower. If a tower is built, other cell providers may also be able to attach their antenna to this tower (i.e. collocate).

The proposed lease is structured to include a three year “testing period”, during which time Atlas would carry out the relevant engineering investigations and also obtain the relevant permits from the Town to build a tower. At the end of the three year “testing period”, Atlas would have an option to construct a tower and lease the land for a period of thirty years. The term could be extended. Rent would be payable beginning the first day of the month following site construction completion. The proposed rent is as follows:

- One time payment of \$10,000
- Monthly rent of \$1,250 (increasing by 2% annually)
- Additional \$250 rent per month per additional tenant (other cell networks that choose to collocate). This would also increase by 2% annually.

The lease agreement presented to the Town Council has been reviewed and negotiated by the Town Attorney, as well as Town staff and the Mayor.

Cell Tower Policy in Springdale

The Town adopted a Wireless Communications Master Plan in 2025. Concurrent with the master plan, the Town also updated the Wireless Communications chapter of the Town Code. One purpose of these efforts was to enable the development of more cell towers in Springdale, so that our often unreliable cell service could be improved. The master plan also considered the potential visual impact of cell towers. A key component of the master plan process was to ensure cell tower development in Springdale would not compromise our stunning natural setting and village character. The master plan identifies nine priority locations in Town where cell towers would be appropriate. Most of these are on Town owned property. The intention of this was to give the Town more control over the design of these structures.

The location that Atlas is proposing is one of the priority sites identified in the master plan:

PM07: A proposed new 70' concealed tower on Town-owned property outside the utility easement could provide coverage north and south of Paradise Road, Highway 9, and east of Highway 9. If both technically feasible and compliant with all Town land use and grading standards, a tower here should be located immediately to the south or west of the substation, in order to be better screened from residential properties on Redhawk Drive.

Town Council Action

The Council should review the proposed lease agreement. If the Council supports the agreement, it should instruct the Mayor to sign it. If there are elements of the lease agreement that the Council is concerned about, or thinks should change, the Council could instruct staff to work with Atlas Tower on

amendments. Alternatively, if the Council does not think the Town should move forward with this lease agreement, the Council could vote against signing the agreement.

The Council should note that this location was identified in the Wireless Communications Master Plan as a priority location for a cell tower. Therefore, a 70 ft cell tower at this location has already been approved in principle. Further, should Atlas want to proceed to build a cell tower at this location, they would be required to go through the Town's permitting process. This includes applying for a wireless communication facility permit. Signing the lease agreement does not guarantee approval of a permit, but it does indicate that the Town is anticipating a 70 ft cell tower being built on this property.

Sample Motion Language

The following sample motion language may be of use for the Council:

The Town Council approves/ does not approve the Lease Agreement with Atlas Tower LLC for the property at 226 Paradise Road, as discussed at the Town Council meeting on September 9th, 2026, and instructs the Mayor to sign/ not to sign this Lease Agreement.

INSERT FINDINGS

Appendix:

Proposed Lease Agreement

LANDLORD:

TOWN OF SPRINGDALE
PO BOX 187
Springdale, UT 84767
Landlord E-mail: nconnolly@springdale.utah.gov
Landlord Phone #: 435 772 3434

TENANT:

ATLAS TOWER 1, LLC
4041 Hanover Ave
Boulder, CO 80305
info.USA@atlastowers.com
(720) 798-5670

LEASE AGREEMENT

THIS LEASE AGREEMENT (“**Lease**” or “**Agreement**”) is made upon the date of the last signature (“**Effective Date**”) by and between, TOWN OF SPRINGDALE, (the “**Landlord**”), whose address is PO BOX 187 Springdale, UT 84767, United States, and Atlas Tower 1, LLC (the “**Tenant**”), whose address is 4041 Hanover Ave, Boulder, CO 80305.

WHEREAS, the Landlord owns certain real property located at 226 Paradise Rd Springdale, UT 84767 with parcel number S-160-NP that is more particularly described or depicted in attached **Exhibit 1** (the “**Property**”); and,

WHEREAS, the Tenant desires to lease from Landlord a certain portion of the Property, more particularly described or depicted in attached **Exhibit 2**.

NOW THEREFORE, for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree:

1. OPTION TO LEASE.

- (a) Landlord grants to Tenant an option (the “**Option**”) to lease a portion of the Property measuring approximately (30 feet x 45 feet, measuring 1350 sq. feet.) as described on attached **Exhibit 2**, together with unrestricted access for Tenant’s uses from the nearest public right-of-way along the Property to the Premises as described/depicted on the attached **Exhibit 2** (collectively, the “**Premises**”).
- (b) The Testing Period shall run from and after the Effective Date for a period of thirty-six (36) months (the “**Testing Period**”). During the Testing Period, and at any time during the Term (as defined below) of this Agreement, Tenant and its agents, engineers, surveyors and other representatives will have the right to enter upon the Property to inspect, examine, conduct soil borings, drainage testing, material sampling, and other geological or engineering tests or studies of the Property (collectively, the “**Tests**”), to apply for and obtain licenses, permits, approvals, or other relief required of or deemed necessary or appropriate at Tenant’s sole discretion for its use of the Premises and include, without limitation, applications for zoning variances, zoning ordinances, amendments, special use permits, and construction permits (collectively, the “**Government Approvals**”), initiate the ordering and/or scheduling of necessary utilities, and otherwise to do those things on the Property that, in the opinion of Tenant, are necessary in Tenant’s sole discretion to determine the physical condition of the Property, the environmental history of the Property, Landlord’s title to the Property and the feasibility or suitability of the Property for Tenant’s intended use, all at Tenant’s expense. Tenant will restore the Property to its condition as it existed at the commencement of the Testing Period (as defined below), reasonable wear and tear and casualty not caused by Tenant excepted. In addition, Tenant shall indemnify, defend and hold Landlord harmless from and against any and all injury, loss, damage or claims to the extent directly caused by Tenant’s Tests; provided, that Tenant will not be liable to Landlord

or any third party on account of any pre-existing defect or condition on or with respect to the Property, whether or not such defect or condition is disclosed by Tenant's inspection, and Tenant will not be liable for any injury, loss, damage or claims arising out of the negligence, willful misconduct or breach of this Agreement by Landlord. The Testing Period activities and the terms and conditions related to the Testing Period, including the indemnification statements shall only apply to the Premises, and shall be limited to uses and activities identified in this Lease, which include the construction, operation, and maintenance of a wireless communication site.

- (c) During the Testing Period and any mutually agreed upon extension thereof, Tenant may exercise the Option and commence the Initial Term of this Agreement by notifying Landlord in writing. If Tenant commences the Initial Term, then Landlord leases the Premises to the Tenant subject to the terms and conditions of this Agreement, and Landlord shall have the right to collect Rent as set forth herein. If Tenant does not exercise the Option and commence the Initial Term during the Testing Period or any extension thereof, this Agreement will terminate and the parties will have no further liability to each other.

2. TERM.

- (a) The Initial Term shall commence upon the earlier of (1) the election of Tenant by sending Notice of Commencement to Landlord or (2) on the first day of the month in which site construction begins (the "**Commencement Date**"), which shall be confirmed in writing from Tenant to Landlord. Unless extended or sooner terminated as herein provided, the initial term shall be for a period of 360 months (30 years) following the Commencement Date ("**Initial Term**"). Upon the Commencement Date, Landlord shall provide information to place or initiate automatic Rent payment delivery into Tenant's accounting and payment system.
- (b) Tenant shall have the option to extend the term of this Lease for Four 5-year Extensions each (each a "**Renewal Term**" and together with the Initial Term, the "**Term**"). Each Renewal Term shall commence automatically, unless Tenant delivers notice to Landlord of its intent not to renew, such notice to be delivered not less than thirty (30) days prior to the end of the then-current term.

- 3. **RENT.** Tenant shall pay to Landlord beginning the first day of the month following site construction completion (the "**Rent Commencement Date**") a monthly rental amount of Twelve Hundred Fifty Dollars (\$1,250.00) and a one-time payment of Ten Thousand Dollars (\$10,000.00), ("**Rent**"), for the initial national broadband mobile network carrier to install equipment on the Communications Facility ("**Anchor Tenant**"). The initial Rent payment will be forwarded by Tenant to Landlord within sixty (60) days from the Rent Commencement Date, except that the one-time payment will be paid within ninety (90) days of site construction completion.

Tenant shall also pay to Landlord \$250.00 ("**Additional Rent**") for each additional national broadband mobile network carrier to install equipment on the Communications Facility ("**Additional Tenants**"), as shown by the payment schedule below. Rent will be prorated for any partial month. Tenant shall pay monthly Rent to Landlord at the address set forth above on or before the fifth (5th) day of each calendar month in advance. On every yearly anniversary from the Rent Commencement Date, the Rent shall increase by 2% over the previous years' Rent amount.

Anchor Tenant: Nine Hundred Dollars (\$1,250.00)

Anchor Tenant plus one Additional Tenant: Nine Hundred Dollars (\$1,250.00) plus \$250.00 /month

Anchor Tenant plus two Additional Tenants: Nine Hundred Dollars (1,250.00) plus \$500.00/month

4. TAXES.

- (a) Tenant shall pay any personal property taxes assessed on, or any portion of such taxes attributable to the communications tower, lease area compound, and all equipment within the leased premises, including all improvements and tangible personal property of Tenant and/or its sublessees (“**Communications Facility**”). Tenant shall pay as additional Rent any increase in real property taxes levied against Premises, which are directly attributable to Tenant's use of the Premises (but not, however, taxes attributable to periods prior to the Commencement Date such as roll-back or greenbelt assessments) if Landlord furnishes proof of such increase to Tenant. In no event shall Tenant be required to pay any income taxes or other special assessments of tax due as a result of the rental income from Tenant to Landlord. Tenant shall have the right to protest the amount of any taxes with any applicable taxing authority and Landlord shall reimburse to Tenant that amount of any reduction in taxes resulting from such protest within 30 days.
- (b) Landlord shall provide Tenant with a copy of any and all tax assessment documents or notices relating to the Communications Facility as soon as possible after receipt by Landlord, but in no event less than 20 days after receipt.

5. USE.

- (a) Tenant may use the Premises for the purpose of erecting, installing, operating, maintaining and removing a radio and communications tower, using a stealth tower (e.g. monopine, bell tower, silo, etc.) or painted monopole design, to transmit and receive with equipment, antennas, dishes, mounting structures, buildings, and related equipment and for any other lawful purpose, provided that such structures comply with the Town's zoning, building, and land use ordinances. Tenant may make any improvement, alteration or modification to the Premises as are deemed appropriate by Tenant, provided such alterations and modifications comply with the Town's zoning, building, and land use ordinances. Tenant shall have the exclusive right to install upon the Premises communications towers, buildings, equipment, backhaul equipment and cable for all wireless communication equipment to be installed on the Property, antennas, dishes, fencing, and other accessories related thereto, and to alter, supplement, and/or modify same as may be necessary, provided such installation comply with the Town's zoning, building, and land use ordinances. Tenant's use and development of the Communication Facility shall comply with all applicable federal, state, and local laws, ordinances, codes, and regulations, including the Town of Springdale's zoning, building, and land use ordinances. Tenant shall submit plans for the Communication Facility to Landlord for review and approval to confirm compliance with applicable Town ordinances and permitting requirements, which approval shall not be unreasonably withheld, conditioned, or delayed. Nothing in this Agreement shall be construed to waive, limit, or supersede the Town of Springdale's authority to enforce its applicable ordinances, codes, regulations, and permitting requirements.
- (b) Landlord grants Tenant the right to clear all trees, undergrowth, or other obstructions and to trim, cut and keep trimmed and cut all tree limbs, on the Property which interfere with or fall upon the Communications Facility or Premises. Tenant shall identify any trees proposed for removal in connection with the construction, installation, operation, or maintenance of the Communication Facility. No trees shall be removed by Tenant without Landlord's prior written approval, which approval shall not be unreasonably withheld, conditioned, or delayed. Landlord grants Tenant a non-exclusive easement in, over, across and through other real property owned by Landlord as reasonably required for construction, installation, maintenance, operation, and removal of the Communication Facilities. Tenant shall be entitled to sublease and/or sublicense the Premises, including any communications tower located thereon, so long as such subtenant and/or sublicensee complies with the Town's zoning, building, and land use ordinances. At all times during the Term of this Lease, Tenant, and its guests, agents, customers, lessees, and assigns shall

have the unrestricted, exclusive right to use, and shall have free access to the Premises seven (7) days a week, twenty-four (24) hours a day. Tenant shall have the exclusive right to sublease or grant licenses to use the radio tower or any structure or equipment on the Premises, but no such sublease or license shall relieve or release Tenant from its obligations under this Lease. If at any time during the Term of this Lease, the Federal Aviation Administration, Federal Communications Commission, or other governmental agency changes its regulations and requirements, or otherwise takes any action, the result of which inhibits Tenant's use of the Premises, or any communications tower located thereon, for the purposes originally intended by Tenant, or if technological changes render Tenant's intended use of the Premises obsolete or impractical, or if Tenant otherwise determines, in its sole and absolute discretion, with or without cause, that the Premises is no longer suitable or desirable for Tenant's intended use and/or purposes, Tenant shall have the right to terminate this Lease upon written notice to Landlord and as otherwise provided in this Agreement. In the event Tenant terminates the Lease and provided in this section or otherwise or any reason, Tenant will, in Landlord's sole discretion and at Tenant's sole expense, remove all communications structures, towers, antennas, buildings, and other equipment from the Premises and will restore the Premises to its natural state (meaning substantially to the same condition as the Premises existed immediately prior to the execution of this Lease); with reasonable wear and tear excepted; and Tenant further agrees complete such restoration of the Premises within sixty (60) days of terminating the Lease.

6. **ACCESS AND UTILITIES.** Landlord for itself, its successors and assigns, hereby grants and conveys unto Tenant, its customers, employees, agents, invitees, successors and assigns a nonexclusive easement for ingress and egress, as well as for the construction, installation, operation and maintenance of underground electric and other utility connections, with the right to reconstruct, improve, add to, enlarge, change and remove such facilities, over, across and through any easement for the benefit of and access to the Premises, subject to the terms and conditions herein set forth and in accordance with the Town's zoning, building, and land use ordinances. The rights granted to Tenant herein shall also include the right to partially assign its rights hereunder to any public or private utility company or authority, along with the right to modify, adjust, or redesign any such access and utility easement in order to comply with local or state fire access requirements and enjoy all other rights and privileges reasonably necessary for Tenant's safe and efficient use and enjoyment of the easement for the purposes described above, provided the holder of such assigned rights with the Town's zoning, building, and land use ordinances. Landlord hereby agrees to enter into a separate access and utility easement with any public or private utility company in connection with Tenant's use of the easement and Premises, if required by such company, provided such company agrees to follow the Town's zoning, building, and land use ordinances. Tenant shall be responsible for securing any access easements or utility easements required for the construction, operation, and maintenance of the Communication Facility, including any easements necessary to cross property owned by third parties, including Rocky Mountain Power ("RMP"). Landlord makes no representation or warranty regarding Tenant's ability to obtain such easements; however, Landlord acknowledges that other users on the property, including SC Broadband, have previously obtained access easements from RMP.
7. **EQUIPMENT AND SIGNS.** All improvements, equipment or other property attached to or otherwise brought onto the Premises shall at all times be the personal property of Tenant and/or its subtenants and licensees. Tenant or its customers shall have the right to erect, install, maintain, and operate on the Premises such equipment, structures, signs, and personal property as Tenant may deem necessary or appropriate, provided such installation and maintenance complies with the Town's zoning, building, and land use ordinances, and such property, including the equipment, structures, signs, and personal property currently on the Premises, shall not be deemed to be part of the Premises or a fixture, but shall remain the property of Tenant or its customers. Tenant may install only such signage as reasonably necessary for the construction, operation, and maintenance of the Communication Facility. At any time during the Term of this Lease, Tenant or its customers shall

have the right to remove their equipment, structures, signs, and personal property from the Premises. Within ninety days after termination hereof, Tenant or its customers shall have the obligation to remove all above ground equipment, structures, signs, and personal property from the Premises. Tenant shall maintain the Premises in a neat and orderly condition and shall incorporate commercially reasonable screening, concealment, and aesthetic measures consistent with applicable Town ordinances and approved site plans. Any abandoned, obsolete, or unused equipment shall be promptly removed by Tenant at Tenant's expense.

- 8. ASSIGNMENT.** Tenant may assign this Lease to any person or entity at any time without the prior written consent of Landlord. Subject to Section 15, Landlord shall be obligated to assign this Lease to any person or entity who or which acquires fee title to the entire Property and such assignee shall be subject to and bound by all provisions of this Lease; provided, that Landlord will not be relieved of liability under this Agreement until the documents required to be delivered pursuant to this Section 8 have been delivered to Tenant. Except for the foregoing, assignment of this Lease by Landlord must be approved by Tenant. Notwithstanding any prohibition on assignment set forth herein, Tenant may collaterally assign its rights hereunder to a lender ("Lender") as security for a loan, so long as such Lender is subordinate to the interests of Landlord in this Lease. In event of default by Tenant of Tenant's obligations to any Lender, Tenant's Lender shall have the express right to assume the Tenant's obligations under the Lease and acquire and/or sell all of the Tenant's rights under the Lease and improvements without consent from the Landlord, provided Tenant's Lender complies with the Town's zoning, building, and land use ordinances and all provisions of this Lease. In the event the Property is transferred, the new Landlord shall have a duty at the time of transfer to provide Tenant with (1) a completed IRS Form W-9, or its equivalent, or other paperwork required to affect a transfer of Rent to the new Landlord, (2) a copy of the old deed, (3) a copy of the new deed, (4) a bill of sale or transfer of the Lease, (5) a copy of the current tax bill, and (6) full contact information for the new Landlord. Until Tenant receives the foregoing documents, Tenant shall not be responsible for any failure to make payments under this Agreement and reserves the right to withhold rental payments due hereunder. The provisions of this paragraph shall in no way limit Tenant's rights and obligations or Landlord's rights and obligations under the terms of this Lease.

9. REPRESENTATIONS, WARRANTIES AND COVENANTS.

- (a) Landlord warrants and represents that it is the owner in fee simple of the Premises, free and clear of all liens and encumbrances except as to those which may have been disclosed to Tenant, in writing prior to the execution hereof, and that it alone has full right to Lease the Premises for the Term set out herein. Landlord further represents and warrants that Tenant, on paying the Rent and performing its obligations hereunder, shall peaceably and quietly hold and enjoy the Premises for the Term of this Lease. Landlord shall not subdivide any portion of the Property without Tenant's prior written consent, which shall not be unreasonably withheld. The individual(s) signing on behalf of Landlord each represents and warrants that s/he is fully authorized to sign on behalf of Landlord and to bind Landlord to the terms of this Agreement.
- (b) Landlord shall pay promptly, when due, any other amounts or sums due and owing with respect to its ownership and operation of the Premises, including, without limitation, judgments, liens, mortgage payments and other similar encumbrances. If Landlord fails to make any payments required under this Lease, or breaches any other obligation or covenant under this Lease, Tenant may (without obligation), after providing ten (10) days written notice to Landlord, make such payment or perform such obligation on behalf of Landlord. The full amount of any costs so incurred by Tenant (including any attorneys' fees incurred in connection with Tenant performing such obligation) shall be paid by Landlord to Tenant with interest at the statutory rate thereon.

- (c) Tenant acknowledges that it must comply with Landlord's land use and development ordinances regarding the construction, operation, and maintenance of the wireless communication site. Landlord does hereby agree to reasonably cooperate with Tenant and its employees, representatives, agents and consultants with Tenant's preparation, execution, submission, filing and presentation of building, permitting, zoning or land-use applications with the appropriate local, state and/or federal agencies necessary to obtain land use changes, administrative permits, construction permits, operation permits and/or building permits. Landlord understands that any such applications and/or the satisfaction of any requirements thereof may require Landlord's cooperation, which Landlord hereby agrees to reasonably provide. Landlord's cooperation with Tenant under this paragraph shall be limited to uses and activities identified in this Lease, which include the construction, operation, and maintenance of a wireless communication site. Decisions made by the Town of Springdale regarding any land use application, including those submitted by Tenant under this Lease, remain fully subject to the zoning ordinances of the Town and all other applicable statutes.
- (d) Landlord shall not do or permit anything that will interfere with or negate any special use permit or approval pertaining to the Premises or cause any tower on the Premises to be in nonconformance with applicable local, state, or federal laws. Landlord shall cooperate with Tenant in any effort by Tenant to obtain certificates, permits, licenses and other approvals that may be required by any governmental authorities. Landlord agrees to reasonably cooperate with Tenant's efforts to obtain necessary applications, consents or other documents as may be reasonably necessary for Tenant to apply for and obtain the proper zoning approvals required to use and maintain the Premises and the tower site, subject to the Town of Springdale's approval process set forth in Section 9(c) and under Town ordinances.
- (e) Landlord has complied with all, and will continue to comply with environmental, health, and safety laws with respect to the Premises, and no action, suit, proceeding, hearing, investigation, charge, complaint, claim, demand, or notice has been filed or commenced against Landlord or regarding the Premises alleging any failure to so comply. Without limiting the generality of the preceding sentence, Landlord represents the Premises are in compliance with all environmental, health, and safety laws. No asbestos-containing thermal insulation or products containing PCB, formaldehyde, chlordane, or heptachlor or other hazardous materials have been placed on or in the Premises by Landlord or, to the knowledge of Landlord, by any prior owner or user of the Premises. To the knowledge of Landlord, there has been no release of or contamination by hazardous materials on the Premises. Landlord hereby agrees to indemnify, defend and hold harmless Tenant, its parent company or other affiliates, successors, assigns, officers, directors, shareholders, agents and employees, from and against all claims and liabilities (including reasonable attorneys' and fees court costs) caused by or arising out of the presence of any asbestos or hazardous material present at the Property, except to the extent such presence was caused by Tenant. The indemnity set forth in this Section 9(e) shall survive the expiration or termination of this Agreement.
- (f) All utilities required for the operation of the Tenant's improvements enter the Premises through adjoining public streets or, if they pass through an adjoining private tract, do so in accordance with valid public easements. All utilities are installed and operating, and all installation and connection charges have been paid in full or will, if not paid, be paid by Tenant.
- (g) Landlord has no knowledge of any fact or condition that could result in the termination or reduction of the current access from the Premises to existing highways and roads, or to sewer or other utility services serving the Premises. The Premises abuts on and has direct vehicular access to a public road or has access to a public road via a permanent, irrevocable, appurtenant easement

benefiting the parcel of real property, and access to the property is provided by, and will continue to be provided by, paved public right-of-way with adequate curb cuts available.

- (h) With respect to the Premises, except as disclosed in writing to Tenant prior to the execution hereof: there currently exist no licenses, sublicenses, or other agreements, written or oral, granting to any party or parties the right of use or occupancy of any portion of the of Premises; there are no outstanding options or rights of first refusal to purchase the Premises or any portion thereof or interest therein; and there are no parties (other than Landlord) in possession of the Premises.
- (i) The description/depiction of the Premises initially set forth in Exhibit 2 reflects the anticipated, pre-construction location of the Communications Facility, and the parties hereby agree and acknowledge that Exhibit 2 will be replaced with a legal description as set forth in a final, as-built survey. Accordingly, the parties hereby agree that, if any part of such tower, buildings, roadways, utilities, or anchors related to the communications tower is located beyond the initial legal description/depiction of the Premises or any easements specified in the Lease, the Lease is hereby amended without the requirement of executing any further instruments to provide that the leased Premises includes the existing location of any such improvements, to the extent that such improvements are located on real property owned by Landlord.

10. HOLD OVER TENANCY. Should Tenant or any assignee, sublessee or licensee of Tenant hold over the Premises or any part thereof after the expiration of the Term set forth herein, such holdover shall constitute and be construed as a tenancy from month-to-month only; and in such event, Tenant will pay one hundred fifty percent (150%) of the amount of Rent payable during the last month of the effective Term for each month of the holdover tenancy, plus two percent (2.00%) for each year beyond an effective Term of the Lease.

11. INDEMNITIES. Each party agrees to indemnify, defend and hold harmless the other party, its parent company or other affiliates, successors, assigns, officers, directors, shareholders, agents and employees (collectively, “**Indemnified Persons**”), from and against all claims and liabilities (including reasonable attorneys’ and fees court costs) caused by or arising out of (i) such party’s breach of any of its obligations, covenants, or warranties contained herein, or (ii) such party’s acts or omissions with regard to the Lease. However, in the event of an Indemnified Person’s contributory negligence or other fault, the Indemnified Person shall not be indemnified hereunder to the extent that the Indemnified Person’s negligence or other fault caused such claim or liability.

12. INSURANCE. Tenant shall insure against property damage and bodily injury arising by reason of occurrences on or about the Premises in the amount of not less than \$1,000,000. The insurance coverage provided for herein may be maintained pursuant to master policies of insurance covering other tower locations of Tenant and its corporate affiliates. Landlord must be named as an additional insured on such policy of insurance and Tenant shall its insurer to issues an ACORD certificate of insurance so naming Landlord. Tenant will ensure that all insurance policies it obtains have a provision that requires the insurer to give thirty (30) days prior written notice to Landlord before such insurance policy may be cancelled for any reason.

13. ASSIGNMENT OF RENTAL STREAM. If at any time after the Effective Date of the Agreement, Landlord receives a bona fide, arm’s length written offer from a third party seeking an assignment or purchase of the rental stream associated with this Agreement or a purchase of the leased Premises (“**Rental Stream Offer**”), Landlord shall furnish Tenant with a copy of such offer (the “**Transfer Notice**”) within fifteen (15) days of receipt. The Transfer Notice shall set forth the exact terms of the offer so received, together with a copy of such offer, and shall state the desire of the Landlord to sell on such terms and conditions. Thereafter, the Tenant shall have the right and option to match the

Rental Stream Offer at the price and upon the terms and conditions specified in the Rental Stream Offer. If the Tenant desires to exercise its option, it shall give notice (the “Counternotice”) to that effect to the Landlord within thirty (30) days after receipt of the Transfer Notice. The closing pursuant to this option shall occur at the time set forth in the Rental Stream Offer, provided that Tenant shall not be required to close before the 15th day following the date of the Counternotice. The Tenant’s failure to give a timely Counternotice (or its notice of refusal to purchase) shall be deemed a waiver of its rights to exercise its right of first refusal to accept the Rental Stream Offer but shall not be deemed a waiver of its rights under this paragraph with respect to any modification to the Rental Stream Offer or any future Rental Stream Offers.

- 14. SECURITY.** The parties recognize and agree that Tenant shall have the right to safeguard and protect its improvements located upon or within the Premises. Consequently, Tenant may elect, at its expense, to construct such enclosures and/or fences as Tenant reasonably determines to be necessary to secure its improvements, including the tower(s), building(s), and related improvements situated upon the Premises, provided that such enclosures and fences comply with Landlord’s ordinances. Tenant may also undertake any other appropriate means to restrict access to its communications towers, buildings, and related improvements, provided that such means comply with Landlord’s ordinances. The security activities under this paragraph shall only apply to the Premises and shall be limited to uses and activities identified in this Lease, which include the construction, operation, and maintenance of a wireless communication site. Tenant may install security fencing and related security improvements reasonably necessary for the operation and protection of the Communication Facility, subject to Landlord’s prior review and approval for compliance with applicable Town ordinances and permitting requirements. Any fencing installed by Tenant shall comply with all applicable ordinances, including without limitation requirements relating to materials, colors, height, and screening. Tenant shall obtain all required permits and approvals prior to installation.
- 15. FORCE MAJEURE.** The time for performance by Landlord or Tenant of any term, provision, or covenant of this Agreement shall be deemed extended by time lost due to delays resulting from acts of God, strikes, civil riots, floods, material or labor restrictions by governmental authority, and any other cause not within the control of Landlord or Tenant, as the case may be.
- 16. CONDEMNATION.** Notwithstanding any provision of the Lease to the contrary, in the event of condemnation of the Premises, the Landlord and Tenant shall be entitled to separate awards with respect to the Premises, in the amount determined by the court conducting such condemnation proceedings based upon the Landlord’s and Tenant’s respective interests in the Premises.
- 17. DEFAULT.** The failure of Tenant or Landlord to perform any of the covenants of this Agreement shall constitute a default. The non-defaulting party shall give the other written notice of such default, and the defaulting party shall cure such default within thirty (30) days after receipt of such notice. In the event any such default cannot reasonably be cured within such thirty (30) day period, if the defaulting party shall proceed promptly after the receipt of such notice to cure such default, and shall pursue curing such default with due diligence, the time for curing shall be extended for such period of time as may be necessary to complete such curing, however, in no event shall this extension of time be in excess of sixty (60) days, unless agreed upon by the non-defaulting party.
- 18. ATTORNEY’S FEES.** If there is any legal proceeding between Landlord or Tenant arising from or based on this Agreement, the unsuccessful party to such action or proceeding shall pay to the prevailing party all costs and expenses, including reasonable attorney’s fees and disbursements, incurred by such prevailing party in such action or proceeding and in any appeal in connection therewith. If such prevailing party recovers a judgment in any such action, proceeding or appeal, such costs, expenses and attorney’s fees and disbursements shall be included in and as a part of such judgment.

19. PRIOR AGREEMENTS. The parties hereby covenant, recognize and agree that the terms and provisions of this Lease shall constitute the sole embodiment of the arrangement between the parties with regard to the Premises, and that all other written or unwritten agreements, contracts, or leases by and between the parties with regard to the Premises are hereby terminated, superseded and replaced by the terms hereof.

20. NOTICES. All notices, requests, claims, demands, and other communications hereunder shall be in writing and may be hand delivered (provided the deliverer provides proof of delivery) or sent by nationally-established overnight courier that provides proof of delivery, or certified or registered mail (postage prepaid, return receipt requested). Notice shall be deemed received on the date of delivery as demonstrated by the receipt of delivery. Notices shall be delivered to a party at the address below, or to such other address that a party below may provide from time to time:

LANDLORD:

TOWN OF SPRINGDALE
PO BOX 187
Springdale, UT 84767
nconnolly@springdale.utah.gov
435-522-4130

TENANT:

Atlas Tower 1, LLC
4041 Hanover Ave
Boulder, CO 80305
info.USA@atlastowers.com
(720) 798-5670

21. MISCELLANEOUS.

- (a) Each party hereto warrants and represents that it has the necessary power and authority to enter into and perform its respective obligations under this Lease.
- (b) If any term of this Lease is found to be void or invalid, such invalidity shall not affect the remaining terms of this Lease, which shall continue in full force and effect.
- (c) Each party hereto agrees that in the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by both parties, and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.
- (d) All attached exhibits are hereby incorporated by this reference as if fully set forth herein.
- (e) Failure of either party to insist on strict performance of any of the conditions or provisions of this Lease, or failure to exercise any of a party's rights hereunder, shall not waive such rights.
- (f) This Lease shall be governed by and construed in accordance with the laws of the state of Utah, without regard to conflicts of law.
- (g) This Lease constitutes the entire Lease and understanding of the parties and supersedes all offers, negotiations and other lease agreements with regard to the Leased Premises. There are no representations or understandings of any kind not set forth herein. Any amendment to this Lease must be in writing and executed by both parties.

- (h) This Lease will run with the land and shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and assigns.
- (i) A short-form memorandum of this Lease may be recorded at Landlord or Tenant's option in the form as depicted in **Exhibit 3** attached hereto and each party hereby agrees to execute such form promptly following request by the other.
- (j) As a condition precedent to payment, Landlord agrees to provide Tenant with a completed W-9 form upon Lease execution for Tenant's bookkeeping and tax accounting purposes.
- (k) Upon request, Landlord agrees to reasonably work with Tenant in Tenant's efforts to secure all such further acts, documents and assurances as Tenant may require from time to time in order to effectuate and perform all the terms, provisions and conditions of this Lease and all transactions and permitted use contemplated by this Lease.

**[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK,
SIGNATURES BEGIN ON NEXT PAGE]**

IN WITNESS WHEREOF, the parties hereto have executed this Lease as of the date last signed by a party hereto.

LANDLORD:

TOWN OF SPRINGDALE

Signature: _____

Printed Name: Barbara Bruno

Title: Mayor

Date: _____

ATTEST

Signature: _____

Printed Name: Kyndal Sagers

Title: Town Clerk

Date: _____

TENANT:

Atlas Tower 1, LLC

Signature: _____

Printed Name: _____

Title: _____

Date: _____

EXHIBIT 1
Description of Parent Tract

Real property with parcel number S-160-NP and an assessor legal description of S: 29 T: 41S R: 10W SEC 29 LOT 3 & NW1/4 SE1/4 T41S R10W SLMLESS: 1.72 AC DEEDED TO USA .

EXHIBIT 2

The Premises is depicted/described as follows: (30 feet x 45 feet, measuring 1350 sq. feet.) and will be replaced by a surveyed legal description when available. The Premises may be located anywhere on the Property so long as it is contained within the shaded space depicted below:



EXHIBIT 3

Memorandum of Lease Agreement attached hereto on subsequent page(s).

Return to:
Atlas Tower 1, LLC
4041 Hanover Ave
Boulder, CO 80305

MEMORANDUM OF LEASE AGREEMENT

This Memorandum of Lease evidences a Lease (“Lease”) that is made upon the date of the last signee, in the recording district of Washington County, UT, by and between, TOWN OF SPRINGDALE (the “Landlord”), whose address is PO BOX 187 Springdale, UT 84767, and Atlas Tower 1, LLC (the “Tenant”), whose address is 4041 Hanover Ave., Boulder, CO 80305, commencing upon the earlier of (1) the election of Tenant by sending Notice of Commencement to Landlord or (2) on the first day of the month in which site construction begins (the “**Commencement Date**”), which shall be confirmed in writing from Tenant to Landlord, for certain real property (the “Premises”), as described in Exhibit 1 attached hereto.

Landlord ratifies, restates and confirms the Lease and hereby grants to Tenant the option to lease the Premises, subject to the terms and conditions of the Lease. The Lease provides for the Lease by the Landlord to Tenant of the Premises for [a/an initial] term of 360 months (30 years) with four 5-year Extensions each, and further provides:

1. The Premises may be used exclusively by Tenant for all legal purposes, including without limitation, erecting, installing, operating and maintaining radio and communications towers, buildings, and equipment, provided Tenant complies with all applicable federal, state, and local laws, inclusive of the land use and development ordinances of the Town of Springdale;
2. Tenant is entitled to sublease and/or sublicense the Premises, including any communications tower located thereon; and,
3. Under certain circumstances, Tenant has a right of first refusal to acquire the Premises from Landlord.
4. Landlord authorizes Tenant, and any of Tenants agents or representatives, to seek, apply for, and secure any and all permits related to the installation of a wireless communications tower and facility, .

**[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK,
SIGNATURES BEGIN ON NEXT TWO PAGES]**

IN WITNESS WHEREOF, the parties hereto have executed this MEMORANDUM OF LEASE as of the date last signed by a party hereto.

LANDLORD:

TOWN OF SPRINGDALE

Signature: _____

Printed Name: _____

Title: _____

Date: _____

***This Memorandum of Lease is provided for your reference
is not required to be signed and notarized at this time***

ATTEST

Signature: _____

Printed Name: _____

Title: _____

Date: _____

State of _____
County of _____

On this _____ day of _____, 202__, before me personally appeared _____, to me known (or proved to me on the basis of satisfactory evidence) to be the persons described in and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed.

WITNESS my hand and Official Seal at office this _____ day of _____, 202__.

Notary Public

My Commission Expires: _____

Tower Name: Angels Landing - SPRINGDALE TOWN

IN WITNESS WHEREOF, the parties hereto have executed this MEMORANDUM OF LEASE as of the date last signed by a party hereto.

TENANT:

Atlas Tower 1, LLC

Signature: _____

Printed Name: _____

Title: _____

Date: _____

State of Colorado
County of Boulder

On this _____ day of _____, 202__, before me personally appeared _____, the _____ of Atlas Tower 1, LLC, to me known (or proved to me on the basis of satisfactory evidence) to be the persons described in and who executed the foregoing instrument and acknowledged that he executed the same as his free act and deed.

WITNESS my hand and Official Seal at office this _____ day of _____, 202__.

Notary Public

My Commission Expires:

Tower Name: Angels Landing - SPRINGDALE TOWN