

## FIFTH AMENDMENT TO LICENSE AGREEMENT

This Fifth Amendment to License Agreement ("**Fifth Amendment**") dated as the \_\_\_\_\_ day of \_\_\_\_\_, 2023. Is made by and between **GPI PLAZA TOWER, LP**, a Texas limited partnership ("**Licensor**"), successor in interest to **PROPERTY COLORADO OBJLW ONE CORPORATION** and the **BOARD OF COUNTY COMMISSIONERS of the COUNTY OF ARAPAHOE** a political subdivision of the State of Colorado ("**Licensee**"). Licensor and Licensee may hereinafter be collectively referred to as the "**Parties**" or individually as the "**Party**".

1. Licensor and Licensee entered into that certain written Agreement dated August 31, 2005, as amended by the certain First Amendment to License Agreement dated November 2, 2009 and further amended by that certain Second Amendment to License Agreement dated December 9, 2010 and further amended by that certain Third Amendment to License Agreement dated September 23, 2015 and further amended by that certain Fourth Amendment dated August 26, 2020 (collectively the "License", for the installation, operation, and maintenance of Licensee's Equipment on a certain portion of the roof ("Premises") and other portions of that certain office buildings known as Plaza Tower One, located at 6400 Fiddlers Green Circle, Greenwood Village, Colorado ("Building"), as more fully described in the Fifth Amendment.

2. The Term of the License is set to expire December 31, 2025. Licensee desires to install additional equipment on the Premises. Licensor agrees to allow the installation of additional equipment upon the terms and conditions outlined in this Fifth Amendment.

### AGREEMENT

NOW, THEREFORE, for in consideration of the facts mentioned above, the mutual promises set forth below and other good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, the parties hereto do agree as follows:

1. **Effective Date.** This Fifth Amendment shall be effective upon execution by both parties ("Effective Date").

2. **Capitalized Terms.** All capitalized terms used in this Fifth Amendment which are not defined herein shall have the meanings for such terms which are set forth in the License.

3. **Term.** The ("Term") of this Agreement shall have commenced on September 1, 2005 ("Commencement Date"), and shall expire on December 31, 2025. The Agreement shall continue to renew annually until otherwise terminated pursuant to the terms of the Agreement.

4. **License Fee.** In consideration of the extension of the Term of the License as provided in the Fifth Amendment, Licensee shall pay Licensor an annual License Fee according to the following schedule on or before January 1 of each year of the current Term:

<u>Payment Date</u>	<u>License Fee</u>
January 1, 2024	\$54,758.06
January 1, 2025	\$56,400.80

The License Fee shall be made payable to Licensor at the following address:

GPI PLAZA TOWER, LP  
PO Box 201365  
Dallas, Texas 75320-1365

Additionally, Licensee shall pay to Licensor, within thirty (30) days of receipt of an invoice therefor, any fees, taxes, or other assessments made against Licensor by any private or public body by reason of the presence of Licensee's Equipment on the Building.

5. **Licensee's Equipment.** As of the Effective Date, Licensee shall be permitted to operate and maintain Licensee's Equipment as shown on Exhibit "B-3" in the location shown on Exhibit "A-3". Further, as of the Effective Date, Exhibit "A-3" shall replace Exhibit "A-2" and all references to Exhibit "B-2" shall be deemed to refer to Exhibit "B-3". The term "Licensee's Equipment" shall include equipment owned by Licensee, and may also include equipment owned by the Rapid Transit District ("RTD") that is installed by Licensee on the Premises pursuant to an Intergovernmental Agreement between Licensee and RTD; provided, however, that Licensee shall have full responsibility for all of RTD's equipment while it is on the Premises and RTD shall have no independent or third party rights under the License Agreement.

6. **No Further Modifications.** Except as otherwise set forth in this Fifth Amendment, the terms and conditions of the License shall remain unchanged and in full force and effect.

7. **Counterparts.** This Fifth Amendment may be executed in counterparts, each of which shall be deemed an original, and all of which when executed and delivered shall together constitute one and the same instrument.

8. **Authority.** Each party represents that the person executing this Fifth Amendment for such party is acting on behalf of such party and is duly authorized to execute this Fifth Amendment for such party.

9. **Entire Agreement.** This Fifth Amendment constitutes the entire and complete agreement of the parties with respect to the subject matter hereof, and supersedes all prior or contemporaneous agreements, statements, promises, understandings, arrangements, and commitments.

IN WITNESS WHEREOF, the Parties hereto have executed this Fifth Amendment as of the date aforesaid.

**LICENSOR: GPI PLAZA TOWER, LP  
a Texas limited partnership**

By: Granite Properties, Inc.  
a Delaware corporation

By: \_\_\_\_\_  
Name: Clint Osteen  
Title: Sr. Director, IT

Date: \_\_\_\_\_

**LICENSEE: BOARD OF COUNTY COMMISSIONERS  
of the COUNTY OF ARAPAHOE,  
a political subdivision of the State of Colorado**

By: \_\_\_\_\_

Title: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_

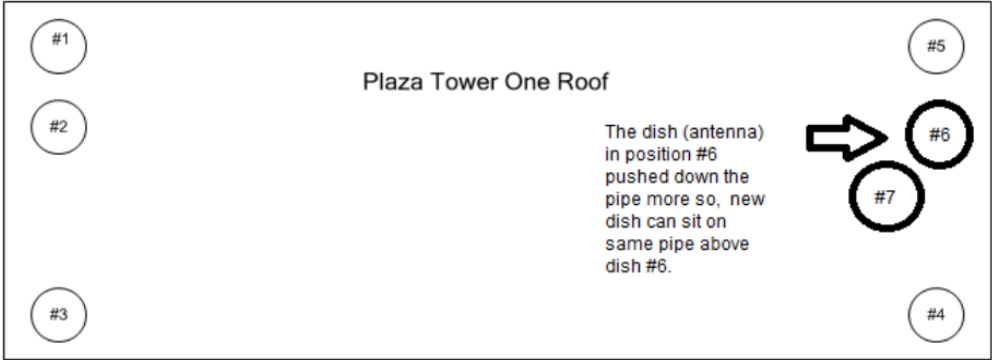
Title: \_\_\_\_\_

Date: \_\_\_\_\_

EXHIBIT "A-3"

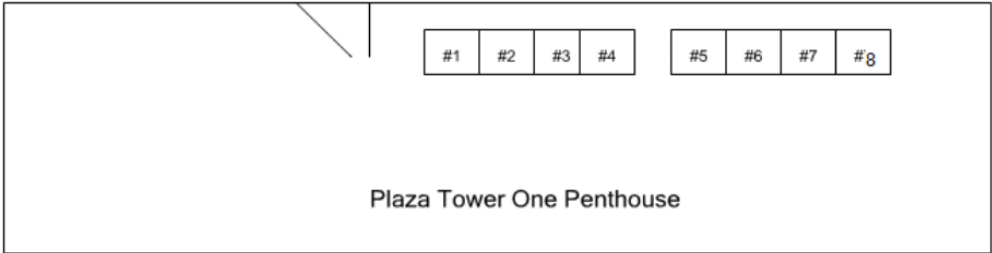
PREMISES

Plaza Tower One (Chevron Radio Site) Antenna Array  
And Equipment Rack Layout



- Antennas:
- #1 - Sheriff's ITAC2 TX / RX
  - #2 - Sheriff's 700 MHz TX
  - #3 - Sheriff's 800 MHz TX
  - #4 - Sheriff's 700 MHz RX
  - #5 - Sheriff's 800 MHz RX
  - #6 - 2' Dish
  - #7 - 3' Dish

Rough Sketch by Arapahoe  
County Sheriff's Office  
Katherine Hummel  
October, 19, 2023



- Rack Layout:
- #1: Back-up Batteries & UPS
  - #2: 2 - 800 MHz Quantars & 1 - ITAC 2 Quantar
  - #3: 700 MHz Combiner & Connectivity
  - #4: 3 - 700 MHz Quantars
  - #5: 4 - 800 MHz Quantars
  - #6: 2 - 800 MHz Combiners & Connectivity
  - #7: 4 - 800 MHz Quantars

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Plaza Tower One Penthouse

## **EXHIBIT "B-2"**

### **LICENSEE's EQUIPMENT**

#### **Radio Equipment:**

- 8 – Modified 8' Equipment Racks
- 3 – Celwave Combiners
- 3 – Multicouplers
- 11 – Repeaters – Motorola Quantar 800 MHz
- 3 – Repeaters – Motorola STR3000 700 MHz
- 3 – Repeaters – Motorola GTR8000 700 MHz
- 1 – Router
- 1 – Switch
- 2 – Site Controller
- 1 – UPS (Uninterruptible Power Supply) – 850 VA
- 8 – Back-up Batteries – 6V Sealed

#### **Antennas:**

- 6 – Fiberglass Omni-Directional
  - TX/RX ITAC 2
  - TX 700 MHz
  - RX 700 MHz
  - TX 800 MHz
  - RX 800 MHz
- 1 – 2' Microwave Dish
  - TX/ RX 23 GHz
- 3' Microwave Dish
  - TX/ RX 11 GHz

## **Exhibit "G-2"**

### **Access Authorization**

PROPERTY: GRANITE PLAZA TOWER ONE  
6400 S. Fiddlers Green Circle  
Greenwood Village, CO 80111

LICENSEE: Arapahoe County Government

ADDRESS: 5534 S. Pine Street  
Littleton, CO 80166

PHONE: 303-795-4630

FAX: 303-738-7894

POC: Katherine Hummel  
ADDRESS: 13101 E. Broncos Pkwy.  
Centennial, CO 80112

PHONE: 720-874-3720

E-MAIL: [khummel@arapahoegov.com](mailto:khummel@arapahoegov.com)

#### **AUTHORIZED PERSONNEL:**

Katherine Hummel	Telecom Supervisor	Arapahoe County Sheriff	720-874-3720
Paul Dunlap	Telecom Specialist	Arapahoe County Sheriff	720-874-3731
Jose DeSouza	Telecom Specialist	Arapahoe County Sheriff	720-874-3723
Ed Boyer	Engineer	State of Colorado OIT	303-881-2480

Licensee does hereby verify that the above listed personnel and Service Companies are authorized to have 24-hour access to the equipment rooms and rooftop for the maintenance of its equipment.

### **LICENSOR CONTACT INFORMATION**

Granite Properties, Inc.  
Tanya Bouthillier, General Manager  
6400 S. Fiddlers Green Circle, Suite 500  
Greenwood Village, CO 80111  
Phone: 303-804-4718  
Email: [tbouthillier@graniteprop.com](mailto:tbouthillier@graniteprop.com)