

Document Break Sheet

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ABSTRACT

COMMUNICATION FACILITY LEASE

ORIGINAL

THIS COMMUNICATION FACILITY LEASE (this "Lease") is entered into and effective as of 12/23/04, 2004 (the "Effective Date"), by and between the WIDEFIELD WATER & SANITATION DISTRICT, a quasi-municipal corporation and political subdivision of the State of Colorado, as lessor ("Lessor"), and Voicestream PCS II Corporation, a Delaware corporation, as lessee ("Lessee")

RECITALS

WHEREAS, Lessor is the owner of certain real property located within the service area boundaries of Widefield Water and Sanitation District, El Paso County, Colorado, including certain improvements, as more particularly described in Exhibit A attached hereto (the "Property"), and

WHEREAS, Lessee desires to lease a portion of Lessor's Property for the purpose of locating certain communication equipment, as more specifically described below

NOW THEREFORE, in consideration of the premises and mutual covenants hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lessor and Lessee hereby agree as follows:

TERMS AND CONDITIONS

1. OPTION TO LEASE.

a In consideration of the payment of One Thousand Five Hundred and no/100 dollars (\$1,500 00) (the "Option Fee") by Lessee to Lessor, Lessor hereby grants to Lessee an option to lease the use of a portion of the Property, on the terms and conditions set forth herein (the "Option") The Option shall be for an initial term of three (3) months, commencing on the Effective Date (as defined below) (the "Option Period") The Option Period may be extended by Lessee for an additional three (3) months upon written notice to Lessor and payment of the sum of [REDACTED] ("Additional Option Fee") at any time prior to the end of the Option Period.

b During the Option Period and any extension thereof, and during the term of this Lease, Lessor agrees to cooperate with Lessee in obtaining, at Lessee's expense, all licenses and permits or authorizations required for Lessee's use of the Premises (as defined below) from all applicable government and/or regulatory entities (including, without limitation, zoning and land use authorities, and the Federal Communication Commission ("FCC") ("Governmental Approvals"), including appointing Lessee as agent for all land use and zoning permit applications related to the use contemplated in this lease, and Lessor agrees to cooperate with and to allow Lessee, at no cost to Lessor, to obtain a title report, zoning approvals and variances, land-use permits, and Lessor expressly grants to Lessee a right of access to the Property to perform surveys, soils tests, and other engineering procedures or environmental investigations on

the Property necessary to determine that Lessee's use of the Property will be compatible with Lessee's engineering specifications, system design, operations and Governmental Approvals. Access to the Property shall be after 24 hours' notice to Lessor. During the Option Period and any extension thereof, Lessee may exercise the Option by so notifying Lessor in writing, at Lessor's address in accordance with Paragraph 14 hereof.

c If Lessee exercises the Option, then, subject to the following terms and conditions, Lessor hereby leases to Lessee the use of the Premises (as defined below)

2. PREMISES

a Lease of Premises Lessor is the owner of the Property. Lessor has full authority to enter into a lease regarding the Property and hereby leases to Lessee certain portions of the Property (the "Premises"). The Premises consists of a defined area at ground level for location of base equipment (the "Base Site"), specified areas on the face of Lessor's water tower structure for antennae location (the "Antennae Site") and an area between the Base Site and Antennae Site for installation of connecting conduits and cables (the "Conduit Site"), together with all necessary space and easements for access and utilities, all as more particularly described in Exhibit B attached hereto and incorporated herein by this reference. Upon payment by Lessee of all applicable fees and rent described hereunder and subject to the terms and conditions of this Lease, Lessor agrees to lease to Lessee, the Premises.

b Permitted Use of Premises Lessee shall have the limited right to use the Premises for the transmission and reception of radio communications signals and for the sole purpose of installing, removing, replacing, modifying, maintaining, and operating its communications equipment which shall be comprised of four (4) equipment cabinets at the Base Site, up to, but no more than, twelve (12) antennas at the Antennae Site; and directly associated equipment, fixtures, and cabling at the Conduit Site, all as described and specified in Exhibit B (collectively the "Communication Equipment"). The amount of space allocated to individual parts of the Communication Equipment shall be limited to the minimum amount necessary to install the equipment pursuant to commonly accepted industry standards at the time of installation. Space or location requirements beyond those described in Exhibit B shall be separately negotiated between the parties. Placement of the Communication Equipment shall be in a manner that does not interfere with Lessor's activities on the Property.

c Screening Lessee shall install and maintain aesthetic screening within the perimeter of the Base Site as may be required by local jurisdictions and the Lessor within its reasonable discretion. Acceptable screening may include trees, shrubs, landscaping, fencing or other screening reasonably acceptable to the Lessor. The Communication Equipment located at the Conduit Site and Antennae Site shall be painted as may be reasonably directed by Lessor from time to time. Conduits attached to Lessor's facilities shall be concealed in such a way as to be aesthetically consistent with Lessor's facilities and compliant with all local regulations.

3. TERM OF LEASE.

a Initial Term The initial term (the "Initial Term") of this Lease shall be five (5)

years commencing on the date of the exercise of the Option, and upon payment of the applicable fees and rent described in Paragraph 3 (the "Commencement Date"), and shall expire on the date which is five (5) years thereafter, or by exercise of the termination provisions specified in Paragraph 13, below, unless renewed in accordance with the renewal provisions herein

b Renewal Term Following expiration of the Initial Term, the Lease shall automatically renew for five (5) years on the last day of the fifth year of the previous term, for up to three (3) consecutive five-year terms ("Renewal Term(s)") unless written notice of non-renewal is given by the Lessee to the Lessor no less than one hundred and eighty (180) days prior to the expiration of the preceding term.

4. RENT AND COSTS.

a Administration Fee In accordance with the policy of the Widefield Water & Sanitation District, as a condition to the effectiveness of this Lease, Lessee shall remit to Lessor a District administration fee in the amount approved by the District Board at the time this Lease is executed, which in no event shall [REDACTED]. This nonrefundable payment shall be consideration for engineering, legal and administrative expenses associated with evaluation of this Lease

b Rent Lessee shall pay Lessor One Thousand Eight Hundred Dollars (\$1,800.00) per month as full rental (the "Rent"). The first monthly payment of Rent (the "Initial Payment") shall be payable within thirty (30) days of the Commencement Date, prorated as appropriate. Subsequent monthly payments shall be payable by the fifth day of each month. The Rent shall be increased annually by an amount equal to [REDACTED] of the Rent in effect for the previous year. The annual increase shall take effect on the anniversary of the Commencement Date. Monthly payments of Rent are to be paid to Lessor regardless of the operational status of Lessee's Communication Equipment. All payments due under this Lease shall be sent to Lessor's address indicated under Paragraph 14 below. All Rent payments shall be non-refundable.

c Late Payment If payment of Rent is past due by 10 days, a late fee equal [REDACTED] shall be paid each month on the outstanding balance until paid in full.

d Property Taxes Lessee shall pay as additional rent, any increase in property taxes directly attributable to its use of the property upon the Lessor's furnishing of proof of such increase.

5. ACCESS TO THE PREMISES. Lessee must be escorted onto the property at all times. Routine maintenance must be performed during normal business hours of 8 A.M. to 5 P.M. (MST) Monday to Friday with 24 hour advanced notice. Emergency access may be granted to Lessee as soon as possible during normal business hours by calling the Lessor's main number of 719-390-7111 and notifying Lessor's personnel of an emergency. After hours emergency access may be granted to Lessee by calling the water emergency number of 719-392-5534. The on-call person will meet Lessee's personnel as soon as reasonably possible to escort them onto the property. Such access shall be subject to reasonable temporary restrictions or limitations imposed by Lessor for carrying out the business of the Lessor. Access to the Conduit