

SITE LEASE AGREEMENT

This Site Lease Agreement (the "**Agreement**") is made and effective as of the date the last Party executes this Agreement (the "**Effective Date**"), by and between Stratmoor Hills Water District, a water district formed under Title 32, Article 4 of the Colorado Revised Statutes, having a place of business at 1811 B Street, Colorado Springs, Colorado 80906 ("**Landlord**"), and DISH Wireless L.L.C., a Colorado limited liability company having a place of business at 9601 S. Meridian Blvd., Englewood, Colorado 80112 ("**Tenant**," and together with Landlord, the "**Parties**," each a "**Party**").

WITNESSETH:

1. Definitions.

"**Affiliate(s)**" means, with respect to a Party, any person or entity, directly or indirectly, controlling, controlled by, or under common control with such Party, in each case for so long as such control continues. For purposes of this definition, "control" shall mean (i) the ownership, directly or indirectly, or at least fifty percent (50%) of either: (a) the voting rights attached to issued voting shares; or (b) the power to elect fifty percent (50%) of the directors of such entity, or (ii) the ability to direct the actions of the entity. Notwithstanding the preceding, for purposes of this Agreement, EchoStar Corporation and its direct and indirect subsidiaries shall not be deemed to be "Affiliates" of Tenant unless after the Effective Date any such entity qualifies as a direct or indirect subsidiary of DISH Network Corporation.

"**Applicable Law**" means any applicable federal, state or local act, law, statute, ordinance, building code, rule, regulation or permit, or any order, judgment, consent or approval of any Governmental Authority having jurisdiction over the Parties or this Agreement.

"**Governmental Authority**" means any: (i) federal, state, county, municipal, tribal or other local government and any political subdivision thereof having jurisdiction over the Parties or this Agreement; (ii) any court or administrative tribunal exercising proper jurisdiction; or (iii) any other governmental, quasi-governmental, self-regulatory, judicial, public or statutory instrumentality, authority, body, agency, bureau or entity of competent jurisdiction.

"**Installation**" means the installation of Tenant's Equipment at the Premises.

"**Permitted Modifications**" means adding, replacing, or modifying Tenant's Equipment within the Premises.

"**Property**" means that certain parcel of real property of which the Premises (defined in Section 2.1 below) are a part.

"**Tower**" means the structure located on the Property upon which Tenant's antennas, radios, and related communication equipment are mounted.

"**Tower Space**" means that portion of the Tower designated for use by the Tenant for the installation, use, operation, modification, repair, replacement, monitoring and maintenance of antennas, radios, cables/coax, nodes and/or related equipment, which will be comprised of a radiation center with a minimum of five (5) feet in each vertical direction of separation from adjacent occupants on the Tower.

2. Premises, Term, Rent and Contingencies.

2.1 Premises. Landlord is the owner of the Property located at 14 Clover Circle East, Colorado Springs, CO, 80906, as more particularly described in Exhibit A. Landlord leases to Tenant (i) the Tower Space for the installation of Tenant's Equipment, (ii) approximately 50 square feet of space on the ground adjacent to the Tower ("**Ground Space**"), and additional ground space on the Property for the installation, use, operation, modification, repair, replacement, monitoring and maintenance of wires, cables, fiber, conduits, pipes running between and among the Tower Space, Ground Space and/or public right of way, and to all necessary electrical, fiber and telephone utility on the Property (the "**Cable Space**"). The Tower Space, Ground Space and Cable Space are collectively referred to as the "**Premises**" and are described in Exhibit B. Tenant may obtain and attach a survey of the Premises and Property, which shall be attached hereto as Exhibit C. If the existing utility or fiber sources located within the Premises or on the Property are insufficient for Tenant's Permitted Use, Landlord agrees to grant Tenant and/or the applicable third party utility or fiber provider the right, at Tenant's sole cost and expense, to install such utilities or fiber on, over and/or under the Property as is necessary for Tenant's Permitted Use; provided that Landlord and Tenant shall mutually agree on the location of such installation(s).

2.2 Term. This Agreement shall be effective as of the Effective Date. The initial term of this Agreement (the "**Initial Term**") will commence on the first (1st) day of the month following the commencement of Tenant's Installation (the "**Commencement Date**"), and will expire on the last day of the month that is sixty (60) months after the Commencement Date unless terminated sooner, renewed or extended in accordance with this Agreement. The Initial Term shall automatically renew for up to four (4) additional terms of sixty (60) months each (each, a "**Renewal Term**" and together with the Initial Term, the "**Term**"). However, Tenant may, in Tenant's sole and absolute discretion, elect not to renew the lease at the end of the then-current Term by giving Landlord written Notice at least ninety (90) days prior to the end of the then-current Term. The Parties agree that, subject to the Contingencies, this Agreement constitutes a binding and valid obligation on each Party and that each Party has vested rights in this Agreement as of the Effective Date.

2.3 Rent. Beginning on the Commencement Date and continuing through the term of this Agreement, Tenant shall pay Landlord rent for the Premises ("**Rent**") in the amount of One Thousand and Eight Hundred Dollars (\$1,800.00) per month. The first Rent payment shall be made within twenty (20) business days of the Commencement Date, with subsequent rent payable by the fifth day of each month. On each anniversary of the Commencement Date, the Rent shall be automatically increased by one and a half percent (1.5 %) of the then-current Rent. Payments shall be delivered to the address designated by Landlord in Section 12.11, or by electronic payment. All payments for any fractional month shall be prorated based upon the number of days during such month that the payment obligation was in force ("**Payment Terms**"). Tenant shall require receipt of a validly completed IRS approved W-9 form (or its equivalent) prior to paying any Rent or any other amount(s) due under this Agreement.

2.4 Contingencies. The Parties acknowledge and agree that Tenant's ability to lawfully use the Premises is contingent upon Tenant obtaining all certificates, permits, approvals and other authorizations that may be required by any Governmental Authority in accordance with Applicable Law (collectively, the "**Governmental Approvals**"). Tenant will endeavor to obtain all such Governmental Approvals promptly. Landlord hereby authorizes Tenant, at Tenant's sole cost and expense, to file and submit for Governmental Approvals. Landlord shall: (a) cooperate with Tenant in Tenant's efforts to obtain such Governmental Approvals; (b) promptly execute and deliver all documents necessary to obtain and maintain the Government Approvals; and (c) not take any action that would adversely affect Tenant's ability to obtain and/or maintain the Governmental Approvals. If: (i) any application for Governmental Approvals is rejected, conditioned, materially delayed or otherwise not approved for any or no reason; or (ii) Tenant determines, in Tenant's sole and absolute discretion, that such Governmental Approvals cannot be obtained in a timely and commercially reasonable manner (clauses (i) and (ii) collectively, the "**Contingencies**"), then, Tenant shall have the right in its sole and absolute discretion to terminate

this Agreement immediately upon Notice to Landlord, without penalty or further obligation to Landlord (or Landlord's affiliates, employees, officers, agents or lenders). If, following the Commencement Date, and through no fault of Tenant, any Governmental Approval issued to Tenant is canceled, expires, lapses or is otherwise withdrawn or terminated by the applicable Governmental Authority, then Tenant shall have the right in its sole and absolute discretion to terminate this Agreement upon ninety (90) days' Notice to Landlord without penalty or further obligation to Landlord (or Landlord's affiliates, employees, officers, agents or lenders). If this Agreement is terminated, this Agreement shall be of no further force or effect (except as set forth to the contrary herein).

3. Use, Access and Modifications to Tenant's Equipment.

3.1 Tenant's Permitted Use. Landlord agrees that Tenant may use the Premises for the purpose of the installation, operation, maintenance and management of a telecommunications facility (including, without limitation, equipment designed to transmit and receive radio frequency signals) (collectively, "**Tenant's Equipment**"), which shall include the right to replace, repair, add, or otherwise modify any or all of Tenant's Equipment and the frequencies over which Tenant's Equipment operates ("**Tenant's Permitted Use**"). Landlord acknowledges and agrees that if radio frequency signage and/or barricades are required by Applicable Law, Tenant shall have the right to install the same on the Property.

3.2 Access. Commencing on the Effective Date and continuing throughout the Term, Tenant, its employees, agents and contractors shall have unrestricted access to the Premises 24 hours per day, 7 days per week and at no additional cost or expense to Tenant. Further, Landlord grants to Tenant the right of ingress and egress to the Tower and the Premises over and across drive isles and sidewalks located in and around parking lots located on the Property, without disturbing Landlord's operations.

3.3 Modifications to Tenant's Equipment. After Tenant's initial Installation, Tenant may make Permitted Modifications, including those which allow Tenant to: (i) modify or add additional technologies; and (ii) modify or add equipment within the Premises; in either case, without incurring any increase in the then-current Rent, or other modification of the terms and conditions set forth in this Agreement. For any modification or addition that is not a Permitted Modification, Tenant shall seek Landlord's approval of Tenant's installation plans and specifications prior to commencing any such addition or modification.

4. Utilities, Liens and Taxes.

4.1 Utilities. Landlord grants Tenant the right to connect Tenant's Equipment to all existing electrical and other utility sources located at the Property, at Tenant's sole cost and expense. Tenant shall be solely responsible for cost of the electrical utilities used to power Tenant's Equipment. Tenant shall install a separate utility meter at the Property to measure the cost of its electrical power consumption and shall pay the utility provider directly for such cost.

4.2 Liens. Tenant will use commercially reasonable efforts to prevent any lien from attaching to the Tower or any part thereof. If any lien is filed purporting to be for labor or material furnished or to be furnished at the request of Tenant, then Tenant shall do all acts necessary to discharge such lien by payment, satisfaction or posting of bond within thirty (30) days of receipt of Notice of the same from Landlord; provided, that Tenant may contest any such lien if Tenant provides Landlord with cash or a letter of credit in the amount of said lien as security for its payment within such thirty (30) day period, and thereafter diligently contests such lien. In the event Tenant fails to deposit the aforementioned security with Landlord and fails to pay any lien claim after entry of final judgment in favor of the claimant, then Landlord shall have the right to expend all sums reasonably necessary to discharge the lien claim.

4.3 Taxes. Landlord shall pay all taxes that accrue against the Tower during the Term. If any such tax or excise is levied or assessed directly against Tenant, then Tenant shall be responsible for and shall pay the taxing authority. Tenant shall be liable for all taxes against Tenant's personal property or Tenant's fixtures placed in the Premises, whether levied or assessed against Landlord or Tenant. Landlord shall reasonably cooperate with Tenant, at Tenant's expense, in any appeal or challenge to Taxes. If, as a result of any appeal or challenge by Tenant, there is a reduction, credit or repayment received by Landlord for any Taxes previously paid by Tenant, Landlord agrees to promptly reimburse to Tenant the amount of said reduction, credit or repayment. If Tenant does not have the standing rights to pursue a good faith and reasonable dispute of any Taxes under this section, Landlord will pursue such dispute at Tenant's sole cost and expense upon written request of Tenant.

5. Interference and Relocation of Tenant's Equipment.

5.1 Interference. Tenant agrees to use commercially reasonable efforts to ensure that Tenant's Equipment does not cause measurable Interference (as defined below) with any equipment installed at the Tower as of the Effective Date. Following the Effective Date, Landlord agrees not to install or to permit others to install any structure or equipment which could block or otherwise interfere with any transmission or reception by Tenant's Equipment ("**Interference**"). If Interference continues for a period more than forty-eight (48) hours following a Party's receipt of notification thereof, Landlord shall cause any interfering party to cease operating, and/or relocate, the source of Interference, or to reduce the power sufficiently to minimize the Interference until such Interference can be remedied.

5.2 Relocation of Tenant's Equipment. Following Tenant's receipt of a written Notice from Landlord, Tenant agrees to temporarily relocate its equipment to a mutually agreed upon location on the Property (a "**Temporary Location**") to facilitate Landlord's performance of maintenance, repair or similar work at the Property or in or on the Tower, provided that: (a) Landlord pays all costs incurred by Tenant for relocating Tenant's Equipment to the Temporary Location as well as back to the original location; (b) Landlord gives Tenant at least six (6) months prior written Notice (except in the case of a bona fide emergency which is reasonably likely to result in damage or injury to persons, the Tower or the Property (an "**Emergency**")), in which event Landlord will provide the greatest amount of notice possible under the circumstances; and (c) except for an Emergency Tenant shall not be required to relocate its equipment to a Temporary Location more than one (1) time within any five (5) year period. If Tenant's use of the Temporary Location requires Tenant to undergo re-zoning or re-permitting, Landlord shall not require Tenant to relocate Tenant's Equipment, absent an Emergency, until Tenant's receipt of all Governmental Approvals applicable to Tenant's use of the Temporary Location.

6. Maintenance and Repair Obligations.

6.1 Landlord Maintenance of the Tower. Landlord represents and warrants that, as of the Effective Date, the Tower, the Tower's systems and all structural elements of the Tower are in compliance with Applicable Law. Throughout the term of this Agreement, Landlord shall maintain, at its sole cost and expense, the Tower and the Property (but not Tenant's Equipment located thereon) in good operating condition. Landlord shall not have any obligation to maintain, repair or replace Tenant's Equipment except to the extent required due to the acts and/or omissions of Landlord, Landlord's agents, contractors or other tenants of Landlord. Landlord agrees to safeguard Tenant's Equipment with the same standard of care it uses to protect its own property, but in no event less than reasonable care. In addition, Tenant may take all actions necessary, in Tenant's reasonable discretion, to secure and/or restrict access to Tenant's Equipment.

6.2 Tenant Maintenance of Tenant's Equipment. Tenant assumes sole responsibility for the maintenance, repair and/or replacement of Tenant's Equipment, except as set forth in Section 6.1. Tenant agrees to perform all maintenance, repair or replacement of Tenant's Equipment ("**Tenant Maintenance**") in accordance

with Applicable Law, and in a good and workmanlike manner. Tenant shall not be permitted to conduct Tenant Maintenance in a manner that would materially increase the size of the Premises.

7. Surrender and Hold Over.

7.1 Surrender. Except as set forth to the contrary herein, within ninety (90) days following the expiration or termination of this Agreement (the "**Equipment Removal Period**"), in accordance with the terms of this Agreement, Tenant will surrender the Premises to Landlord in a condition similar to that which existed immediately prior to Tenant's Installation together with any additions alteration and improvements to the Premises, in either case, normal wear and tear excepted. The Parties acknowledge and agree that Rent will continue to accrue during the Equipment Removal Period until Tenant removes Tenant's Equipment and all other personal property of Tenant. However, if Tenant's Equipment is not removed during the Equipment Removal Period, Tenant will be deemed to be in Hold Over (as defined in Section 7.2 below) until Tenant's Equipment is removed from the Premises. Tenant shall have the right to access the Premises or remove any or all of Tenant's Equipment from the Premises at any time during the Term or the Equipment Removal Period.

7.2 Hold Over. If Tenant occupies the Premises beyond the Equipment Removal Period without Landlord's written consent ("**Hold Over**"), Tenant will be deemed to occupy the Premises on a month-to-month basis, terminable by either Party on thirty (30) days' written Notice to the other Party. All of the terms and provisions of this Agreement shall be applicable during that period, except that Tenant shall pay Landlord a rental fee equal to 125% of the then current monthly Rent applicable at the expiration or termination of the Agreement, prorated for the number of days of such hold over.

8. Default, Remedies and Termination.

8.1 Default. If any of the following events occur during the Term (each a "Default"), then the non-Defaulting Party may elect one or more of the remedies set forth below in this Section 8 or seek any other remedy available: (a) Tenant's failure to make any payment required by this Agreement within thirty (30) days after receipt of written Notice from the Landlord of such failure to pay; (b) failure by either Party to observe or perform any provision of this Agreement where such failure: (1) continues for a period of thirty (30) days after written Notice thereof from the non-Defaulting Party and the Defaulting Party has failed to cure or commenced the cure of such Default; and/or (2) based upon Tenant's reasonable determination, materially affects Tenant's ability to transmit or receive wireless communications signals to or from the Premises; (c) either Party files a petition in bankruptcy or insolvency or for reorganization or arrangement under the bankruptcy laws or under any insolvency act of any state, or admits the material allegations of any such petition by answer or otherwise, or is dissolved or makes an assignment for the benefit of creditors; and/or (d) involuntary proceedings under any such bankruptcy law or insolvency act or for the dissolution of either Party are instituted against either Party, or a receiver or trustee is appointed for all or substantially all of the property of either Party, and such proceeding is not dismissed, or such receivership or trusteeship vacated within sixty (60) days after such institution or appointment. In the event Landlord terminates the Agreement following a Default by Tenant, and Tenant's Equipment remains on the Premises or Property beyond the Equipment Removal Period, then upon written notice to Tenant, Landlord shall have the right, in its sole and absolute discretion, but not the duty, to remove the Tenant's Equipment at the Tower and store Tenant's Equipment, at Tenant's sole expense, without further responsibility to Tenant.

8.2 Remedies. Upon the occurrence of any uncured Default, the non-Defaulting Party may thereafter terminate this Agreement immediately upon written Notice to the other Party without prejudice to any other remedies the non-Defaulting Party may have at law or in equity.

8.3 Termination. Tenant shall have the right to terminate this Agreement without further liability upon thirty (30) days prior written Notice to Landlord due to any one or more of the following: (i) changes in

Applicable Law which prohibit or adversely affect Tenant's ability to operate Tenant's Equipment at the Premises; (ii) Tenant, in its sole discretion, determines that Tenant's Permitted Use of the Premises is obsolete or unnecessary; (iii) Landlord or a third party installs any structure, equipment, or other item which blocks, hinders, limits, or prevents Tenant from being able to use the Tenant Equipment for Tenant's Permitted Use.

9. Limitation of Liability and Indemnification.

9.1 Limitation of Liability. EXCEPT FOR EACH PARTY'S INDEMNIFICATION OBLIGATIONS SET FORTH BELOW IN THIS SECTION 9, NEITHER PARTY NOR ANY OF ITS AGENTS, CONTRACTORS OR EMPLOYEES, SHALL BE LIABLE TO THE OTHER PARTY OR ANY PERSON CLAIMING THROUGH THAT PARTY FOR ANY EXEMPLARY, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES FOR ANY CAUSE WHATSOEVER, INCLUDING, WITHOUT LIMITATION, CLAIMS CAUSED BY OR RESULTING FROM THE NEGLIGENCE, GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF THAT PARTY, ITS AGENTS, CONTRACTORS OR EMPLOYEES.

9.2 Tenant's Indemnity. Except to the extent caused by the breach of this Agreement by Landlord or the acts or omissions of Landlord, its officers, agents, employees, contractors, or any other person or entity for whom Landlord is legally responsible, Tenant shall defend, indemnify and hold Landlord and its officers, directors, shareholders, employees, agents and representatives ("and any other person or entity for which Landlord is legally responsible (collectively "**Landlord's Representatives**") harmless from and against any and all claims, demands, litigation, settlements, judgments, damages, liabilities, costs and expenses (including, without limitation, reasonable attorneys' fees) (individually or collectively, a "**Claim**") arising directly or indirectly out of: (i) any act or omission of Tenant, its officers, agents, employees, contractors, or any other person or entity for whom Tenant is legally responsible (collectively "**Tenant's Representatives**"); (ii) a breach of any representation, warranty or covenant of Tenant contained or incorporated in this Agreement; or (iii) the generation, possession, use, storage, presence, release, spill, treatment, transportation, manufacture, refinement, handling, production and/or disposal of Hazardous Substances in, on, about, adjacent to, under or near the Premises, the Tower, and/or the Property and/or any contamination of the Premises, the Tower, and/or the Property by any Hazardous Substance, but only to the extent caused by Tenant or Tenant's Representatives. Tenant's obligations under this Section 9.2 shall survive the expiration or earlier termination of this Agreement for two (2) years.

9.3 Landlord's Indemnity. Except to the extent caused by the breach of this Agreement by Tenant or the acts or omissions of Tenant or Tenant's Representatives, Landlord shall defend, indemnify and hold Tenant, its officers, directors, shareholders, employees, agents and representatives harmless from and against any and all Claims arising directly or indirectly out of: (i) any act or omission of Landlord, or Landlord's Representatives; (ii) a breach of any representation, warranty or covenant of Landlord contained or incorporated in this Agreement; and/or (iii) the generation, possession, use, storage, presence, release, spill, treatment, transportation, manufacture, refinement, handling, production and/or disposal of Hazardous Substances in, on, about, adjacent to, under or near the Premises, or the Property, and/or any contamination of the Premises or the Property by any Hazardous Substance, but only to the extent not caused by Tenant or Tenant's Representatives. Landlord's obligations under this Section 9.3 shall survive the expiration or earlier termination of this Agreement for two (2) years.

9.4 Indemnification Procedure. The Party seeking indemnification (the "**Indemnified Party**") shall promptly send Notice to the Party from whom indemnification is being sought (the "**Indemnifying Party**") of the claim or suit for which indemnification is sought. The Indemnified Party shall not make any admission as to liability or agree to any settlement of or compromise any claim without the prior written consent of the Indemnifying Party. The Indemnified Party shall, at the Indemnifying Party request and expense, give the Indemnifying Party all reasonable assistance in connection with those negotiations and litigation.

10. Insurance.

10.1 Landlord Obligations. Throughout the Term, Landlord shall maintain, at Landlord's sole cost and expense, the following insurance coverage Commercial General Liability of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate. All such policies shall be endorsed to include Tenant as an additional insured. Subject to the policy minimums set forth above in this Section 10.1, the insurance required of Landlord hereunder may be maintained by a blanket or master policy that includes properties other than the Property.

10.2 Tenant Obligations. Throughout the Term, Tenant shall maintain, at Tenant's sole cost and expense, the following insurance coverage: (i) workers' compensation insurance with no less than the minimum limits required by Applicable Law; (ii) employer's liability insurance with such limits as required by Applicable Law; and (iii) Commercial General Liability with a minimum limit of \$1,000,000 per occurrence and \$2,000,000 aggregate. All such policies shall be endorsed to include Landlord as additional insured, with thirty (30) days prior written notice to Landlord required prior to termination of the policy or endorsement. A copy of the policy shall be provided to Landlord upon request.

10.3 Insurance Requirements. All policies required by this Section 10 shall be issued by insurers that are (1) licensed to do business in the state in which the Property and/or Tower are located, and (2) rated A- or better by Best's Key Rating Guide.

10.4 Waiver of Subrogation. To the fullest extent permitted by law, Landlord and Tenant for themselves and any and all parties claiming under or through them, including, without limitation, their respective insurers, hereby mutually release and discharge each other and the other's Affiliates, and their respective officers, directors, shareholders, agents, employees, contractors, and/or any other person or entity for whom a Party is legally responsible from any claims for damage to any person or to the Premises or any other real or personal property that are or are claimed to have been caused by or result from risks insured against under any insurance policies carried by the waiving party and in force at the time of such damage and hereby waive any right of subrogation that might otherwise exist in or accrue to any person on account thereof. All policies required to be carried by either Party herein shall contain an endorsement in favor of the other Party waiving the insurance company's right of subrogation against such other Party. THIS RELEASE SHALL APPLY EVEN IF THE LOSS OR DAMAGE IS CAUSED BY THE FAULT OR NEGLIGENCE OF A PARTY HERETO OR BY ANY PERSON FOR WHICH SUCH PARTY IS RESPONSIBLE. EACH PARTY AGREES TO NOTIFY ITS INSURANCE CARRIER(S) OF THIS PROVISION.

11. Representations and Warranties.

11.1 Representations and Warranties. Landlord represents, warrants and covenants that: (a) Landlord has the right and authority to execute and perform this Agreement; (b) there are no liens, judgments or other title matters materially and adversely affecting Landlord's title to the Property; (c) there are no covenants, easements or restrictions that prevent the use of the Premises for Tenant's Permitted Use; (d) the Tower and the Premises are in good repair and suitable for Tenant's Permitted Use; (e) Landlord will comply with all federal, state, and local laws in connection with any substances brought on to the Property and/or Tower that are identified as toxic or hazardous by any Applicable Law, ordinance or regulation ("**Hazardous Substance**"); and (f) Tenant's use and quiet enjoyment of the Premises shall not be disturbed. Landlord is responsible for any loss or damage, including remediation, with respect to Hazardous Substances as per Applicable Law. Landlord understands and agrees that notwithstanding anything contained in this Agreement to the contrary, in no event shall Tenant have any liability whatsoever with respect to any Hazardous Substance that was on, about, adjacent to, under or near the Tower prior to the Effective Date, or that was generated, possessed, used, stored, released, spilled, treated, transported, manufactured, refined, handled, produced or disposed of on, about, adjacent to, under or near the Property

and/or Tower by: (1) Landlord, its agents, employees, contractors or invitees; or (2) any third party who is not an employee, agent, contractor or invitee of Tenant or person or entity for whom Tenant is legally responsible.

12. Miscellaneous.

12.1 Assignment. Neither Party may assign or otherwise transfer any of its rights or obligations under this Agreement to any third party without the prior written approval of the other Party, which consent shall not be unreasonably withheld, conditioned or delayed. Notwithstanding the foregoing, either Party may assign or transfer some or all of its rights and/or obligations under the Agreement to: (i) an Affiliate; (ii) a successor entity to its business, whether by merger, consolidation, reorganization, or by sale of all or substantially all of its assets or stock; (iii) any entity in which a Party or its Affiliates have any direct or indirect equity investment; and/or (iv) any other entity directly or indirectly controlling, controlled by or under common control with any of the foregoing, and in each case, such assignment, transfer or other such transaction shall not be considered an assignment under this Section 12.1 requiring consent and the non-assigning Party shall have no right to delay, alter or impede such assignment or transfer.

12.2 Rights Upon Sale of Property or Tower. Should Landlord, at any time during the Term, sell or transfer all or any part of the Property or the Tower to a purchaser other than Tenant, such transfer shall be subject to this Agreement and Landlord shall require any such purchaser or transferee to recognize Tenant's rights under the terms of this Agreement in a written instrument signed by Landlord and the third party transferee. If Landlord completes any such transfer without executing such a written instrument, then Landlord shall not be released from its obligations to Tenant under this Agreement, and Tenant shall have the right to look to Landlord and the third party for the full performance of this Agreement.

12.3 Subordination and Non-Disturbance. This Agreement shall be subordinate to any mortgage, deed of trust, or other security agreement (each a "**Mortgage**") by Landlord which, from time to time, may encumber all or part of the Property; provided, however, the lender under every such Mortgage shall, in the event of a foreclosure of Landlord's interest, recognize the validity of this Agreement and Tenant's right to remain in occupancy of and have access to the Premises, as long as no Default by Tenant exists under this Agreement. If the Property is encumbered by a Mortgage, then Landlord shall, promptly following Tenant's request, or request from any and all mortgage holders, and use reasonable effort to obtain and furnish to Tenant a non-disturbance agreement, in recordable form, for each such Mortgage.

12.4 Condemnation. If all or any portion of the Premises is condemned, taken by a Governmental Authority or otherwise appropriated by the exercise of the right of eminent domain or a deed or conveyance in lieu of eminent domain (each, a "**Taking**"), either Party hereto shall have the right to terminate this Agreement immediately upon Notice to the other Party. If either Party elects to terminate this Agreement, the Rent set forth herein shall be abated, and Tenant's liability therefor will cease as of the date of such Taking, this Agreement shall terminate as of such date, and any prepaid rent shall be returned to Tenant. If this Agreement is not terminated as herein provided, then it shall continue in full force and effect, and Landlord shall, within a reasonable time after possession is physically taken by the condemning authority restore the remaining portion of the Premises to render it reasonably suitable for the uses permitted by this Agreement and the Rent shall be proportionately and equitably reduced. Notwithstanding the foregoing, Landlord shall not be obligated to expend an amount greater than the proceeds received from the condemning authority less all expenses reasonably incurred in connection therewith (including attorneys' fees) for the restoration. All compensation awarded in connection with a Taking shall be the property of Landlord, provided that if allowed under Applicable Law, Tenant may apply for and keep as its property a separate award for (i) the value of Tenant's leasehold interest; (ii) the value of Tenant's Equipment or other personal property of Tenant; (iii) Tenant's relocation expenses; and (iv) damages to Tenant's business incurred as a result of such Taking.

12.5 Recording. INTENTIONALLY OMITTED.

12.6 Force Majeure. Notwithstanding anything to the contrary in this Agreement, neither Party shall be liable to the other Party for nonperformance or delay in performance of any of its obligations under this Agreement due to causes beyond its reasonable control, including, without limitation, strikes, lockouts, pandemics, labor troubles, acts of God, accidents, technical failure governmental restrictions, insurrections, riots, enemy act, war, civil commotion, fire, explosion, flood, windstorm, earthquake, natural disaster or other casualty ("**Force Majeure**"). Upon the occurrence of a Force Majeure condition, the affected Party shall immediately notify the other Party with as much detail as possible and shall promptly inform the other Party of any further developments. Immediately after the Force Majeure event is removed or abates, the affected Party shall perform such obligations with all due speed. Neither Party shall be deemed in default of this Agreement to the extent that a delay or other breach is due to or related to a Force Majeure event. A proportion of the Rent herein reserved, according to the extent that such Force Majeure event shall interfere with the full enjoyment and use of the Premises, shall be suspended and abated from the date of commencement of such Force Majeure event until the date that such Force Majeure event subsides. If such Force Majeure event prevents the affected Party from performing its obligations under this Agreement, in whole or in part, for a period of forty-five (45) or more days, then the other Party may terminate this Agreement immediately upon Notice to the affected Party.

12.7 Successors and Assigns. The respective rights and obligations provided in this Agreement shall bind and shall continue to apply for the benefit of the Parties hereto, their legal representative, heirs, successors and permitted assigns. No rights however, shall continue to apply for the benefit of any assignee, unless such assignment was made in accordance with Section 12.1 of this Agreement.

12.8 Governing Law and Construction. This Agreement shall be construed, governed and enforced in accordance with the laws of the state in which the Premises is located. The section and paragraph headings contained in this Agreement are solely for reference purposes, and shall not affect in any way the meaning or interpretation of this Agreement.

12.9 Severability. Each provision of this Agreement shall be construed as separable and divisible from every other provision and the enforceability of any one provision shall not limit the enforceability, in whole or in part, of any other provision. If a court or administrative body of competent jurisdiction holds any provision of this Agreement to be invalid, illegal, void or less than fully enforceable as to time, scope or otherwise, such provision shall be construed by limiting and reducing it so that such provision is valid, legal and fully enforceable while preserving to the greatest extent permissible the original intent of the parties; the remaining terms and conditions of this Agreement shall not be affected by such alteration, and shall remain in full force and effect.

12.10 Waiver; Remedies. It is agreed that, except as expressly set forth in this Agreement, the rights and remedies herein provided in case of Default or breach by either Landlord or Tenant are cumulative and shall not affect in any manner any other remedies that the non-breaching Party may have by reason of such default or breach. The exercise of any right or remedy herein provided shall be without prejudice to the right to exercise any other right or remedy provided herein, at law, in equity or otherwise. In addition to, and not in limitation of, the preceding, the Parties acknowledge and agree that there will not be an adequate remedy at law for noncompliance with the provisions of Section 5, and therefore either Party shall have the right to equitable remedies, including, without limitation, injunctive relief and specific performance.

12.11 Notice. All notices or requests that are required or permitted to be given pursuant to this Agreement must be given in writing by certified US mail (postage pre-paid) with return receipt requested or by courier service (charges prepaid), or solely in the case of notice to Landlord by email, to the party to be notified, addressed to such party at the address(es) or email address(es) set forth below, or such other address(es), email address(es) or fax number(s) as such Party may have substituted by written notice (given in accordance with this

Section 12.12) to the other Party (“**Notice**”). The sending of such Notice to the proper email address (in the case of email transmission) followed by delivery through a nationally-recognized overnight delivery service unless such delivery is waived by acknowledgment of receipt by responsive email, or the receipt of such Notice (in the case of delivery by first-class certified mail or by courier service) will constitute the giving thereof.

If to be given to Landlord:

Stratmoor Hills Water District
Attn: Kevin Niles, Executive Director

If by courier service:

Stratmoor Hills Water & Sanitation District
c/o Kevin Niles, District Manager
1811 B Street
Colorado Springs, CO 80906

If by first-class certified mail:

Stratmoor Hills Water & Sanitation District
c/o Kevin Niles, District Manager
1811 B Street
Colorado Springs, CO 80906

If by email:

Email address: kevin@stratmoorhillswater.org

If to be given to Tenant:

DISH Wireless L.L.C.
Attn: Lease Administration
5701 South Santa Fe Blvd.
Littleton, Colorado 80120

12.12 Entire Agreement. This Agreement sets forth the entire, final and complete understanding between the Parties hereto regarding the subject matter of this Agreement, and it supersedes and replaces all previous understandings or agreements, written, oral, or implied, regarding the subject matter of this Agreement made or existing before the date of this Agreement. Except as expressly provided by this Agreement, no waiver or modification of any of the terms or conditions of this Agreement shall be effective unless in writing and signed by both Parties. Any provision of this Agreement that logically would be expected to survive termination or expiration, shall survive for a reasonable time period under the circumstances, whether or not specifically provided in this Agreement.

12.13 Compliance with Law. Each Party shall, with respect to its actions and/or inactions pursuant to and in connection with this Agreement, comply with all applicable statutes, laws, rules, ordinances, codes and governmental or quasi-governmental orders or regulations (in each case, whether federal, state, local or otherwise) and all amendments thereto, now enacted or hereafter promulgated and in force during the term of this Agreement, a Renewal Term or any extension of either of the foregoing.

12.14 Counterparts. This Agreement may be executed in any number of identical counterparts and, if so executed, shall constitute one agreement, binding on all the Parties hereto, notwithstanding that all the Parties are not signatories to the original or the same counterpart. Execution of this Agreement by facsimile or electronic signature shall be effective to create a binding agreement and, if requested, Landlord and Tenant agree to exchange original signed counterparts in their possession.

12.15 Attorneys’ Fees. If an action is brought by either Party for breach of any covenant and/or to enforce or interpret any provision of this Agreement, the substantially prevailing Party shall be entitled to recover its costs, expenses and reasonable attorneys’ fees, both at trial and on appeal, in addition to all other sums allowed by law.

12.16 Incorporation of Exhibits. All exhibits referenced herein and attached hereto are hereby incorporated herein in their entirety by this reference.

[Remainder of page intentionally left blank. Signature page follows.]

HLN

IN WITNESS WHEREOF, the Parties have caused their duly authorized representatives to execute this Agreement as of the Effective Date.

LANDLORD:

Stratmoor Hills Water District

By: 

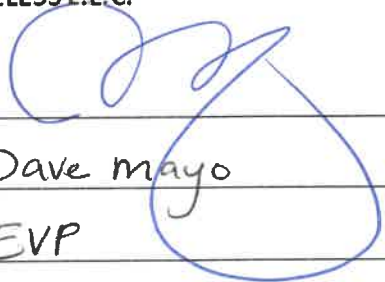
Name: Robert Colgrove

Its: Board President

Date: 10-13-21

TENANT:

DISH WIRELESS L.L.C.

By: 

Name: Dave Mayo

Its: EVP

Date: 10/18/2021

EXHIBIT A

LEGAL DESCRIPTION OF THE PREMISES AND PROPERTY

Property Address: 14 East Clover, Colorado Springs, CO 80906

Parcel Identification Number: 6505104061

Legal Description of Property:

THE FOLLOWING REAL PROPERTY SITUATE IN THE COUNTY OF EL PAGE AND STATE OF COLORADO, TO-WIT: LOT 2 IN CATALINA SUBDIVISION, A REPLAT OF LOTS 12 AND 13, BLOCK 1 STRATMOOR HILLS ADDITION NO. 4 AS RECORDED IN BOOKS-3 AT PAGE 40 IN THE RECORDS OF EL PASO COUNTY, COLORADO.

Legal Description of Tenant Lease Area:

A PORTION OF LOT 2 OF CATALINA SUBDIVISION, RECORDED AT RECEPTION NO. 934105 OF EL PASO COUNTY RECORDS, DESCRIBED AS FOLLOWS: COMMENCING AT THE MOST EASTERLY CORNER OF SAID LOT 2, FROM WHICH THE MOST NORTHERLY CORNER OF SAID LOT BEARS N62°41'36"W, A DISTANCE OF 122.16 FEET; SAID POINT OF COMMENCEMENT ALSO BEING THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 25.00 FEET, THENCE SOUTHERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 26°18'54", AN ARC LENGTH OF 11.48 FEET AND HAVING A CHORD BEARING OF S12°41'56"W, A DISTANCE OF 11.38; THENCE NORTH 90°00'00" WEST, A DISTANCE OF 37.01 FEET; THENCE SOUTH 69°32'10" WEST, A DISTANCE OF 142.87 FEET; THENCE NORTH 58°00'00" WEST, A DISTANCE OF 38.66 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 37°00'05" WEST, A DISTANCE OF 3.46 FEET; THENCE NORTH 52°59'55" WEST, A DISTANCE OF 4.97 FEET; THENCE NORTH 36°51'27" EAST, A DISTANCE OF 7.00 FEET; THENCE SOUTH 52°59'55" EAST, A DISTANCE OF 4.99 FEET; THENCE SOUTH 37°00'05" WEST, A DISTANCE OF 3.54 FEET TO THE POINT OF BEGINNING. CONTAINING 35 SQUARE FEET OR 0.001 ACRES, MORE OR LESS.

Legal Description Tenant Access/Utility Easement:

A 12.00 FOOT WIDE STRIP OF LAND BEING A PORTION OF LOT 2 OF CATALINA SUBDIVISION, RECORDED UNDER RECEPTION NO. 934105 OF EL PASO COUNTY RECORDS, LYING 6.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE: COMMENCING AT THE MOST EASTERLY CORNER OF SAID LOT 2, FROM WHICH THE MOST NORTHERLY CORNER OF SAID LOT BEARS N62°41'36"W, A DISTANCE OF 122.16 FEET; SAID POINT OF COMMENCEMENT ALSO BEING THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 25.00 FEET, THENCE SOUTHERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 26°18'54", AN ARC LENGTH OF 11.48 FEET AND HAVING A CHORD BEARING OF S12°41'56"W, A DISTANCE OF 11.38 FEET TO THE POINT OF BEGINNING; THENCE NORTH 90°00'00" WEST, A DISTANCE OF 37.01 FEET; THENCE SOUTH 69°32'10" WEST, A DISTANCE OF 142.87 FEET; THENCE NORTH 58°00'00" WEST, A DISTANCE OF 16.72 FEET TO A POINT HEREON REFERRED TO AS "POINT A"; THENCE NORTH 58°00'00" WEST, A DISTANCE OF 21.94 FEET TO THE SOUTHEASTERLY LINE OF A WIRELESS LEASE AREA AND THE POINT OF TERMINUS. SIDELINES SHALL BE LENGTHENED OR SHORTENED TO THE NORTHERLY AND SOUTHERLY PROLONGATION OF THE SOUTHEASTERLY LINE OF SAID LEASE ARE ON THE WEST AND TO THE EASTERLY BOUNDARY LINE OF SAID LOT 2 ON THE EAST. CONTAINING 2,618 SQUARE FEET OR 0.060 ACRES, MORE OR LESS.

Legal Description of Tenant Utility Easement:

A 10.00 FOOT WIDE STRIP OF LAND BEING A PORTION OF LOT 2 OF CATALINA, RECORDED UNDER RECEPTION NO. 934105 OF EL PASO COUNTY RECORDS, LYING 5.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE: BEGINNING AT PREVIOUSLY MENTIONED "POINT A"; THENCE SOUTH 32°00'00" WEST, A DISTANCE OF 25.06 FEET; THENCE SOUTH 69°32'10" WEST, A DISTANCE OF 51.65 FEET TO THE POINT OF TERMINUS. SIDELINES SHALL BE LENGTHENED OR SHORTENED TO THE SOUTHERLY PROLONGATION OF THE PROPOSED 12.00 FOOT ACCESS/UTILITY EASEMENT. CONTAINING 706 SQUARE FEET OR 0.016 ACRES, MORE OR LESS.

EXHIBIT B

SITE PLAN

(See attached Site Plan)

NOT FOR CONSTRUCTION

IT IS THE POLICY OF DISH WIRELESS SERVICES, LLC AND CSA, INC. TO PROVIDE PROFESSIONAL SERVICES ONLY. THESE SERVICES ARE NOT TO BE USED FOR ANY OTHER PURPOSES WITHOUT THE WRITTEN CONSENT OF A LICENSED PROFESSIONAL ENGINEER. TO ALTER THIS DOCUMENT.

DRAWN BY	CHECKED BY	APPROVED BY
QTR	NAC	SGP
REDS REV #	XXX	

ZONING DOCUMENT

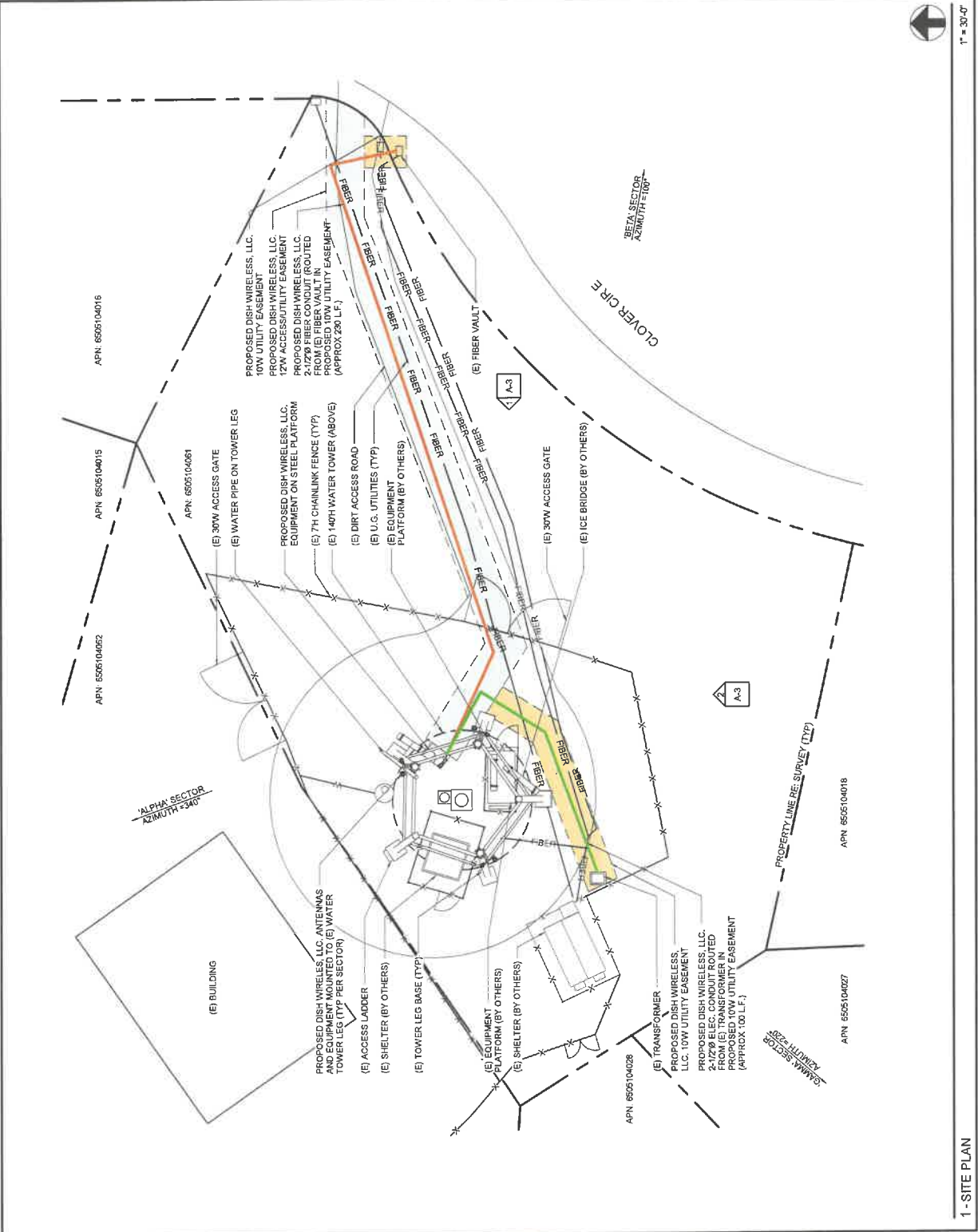
SUBMITTALS
 A 07/26/21 2D REVIEW

(VENDOR) PROJECT NUMBER
DNDEN00250B

DISH WIRELESS PROJECT NUMBER
DNDEN00250B
 14 E CLOVER CIRE, COLORADO SPRINGS, CO

SHEET TITLE
SITE PLAN

SHEET NUMBER
A-1

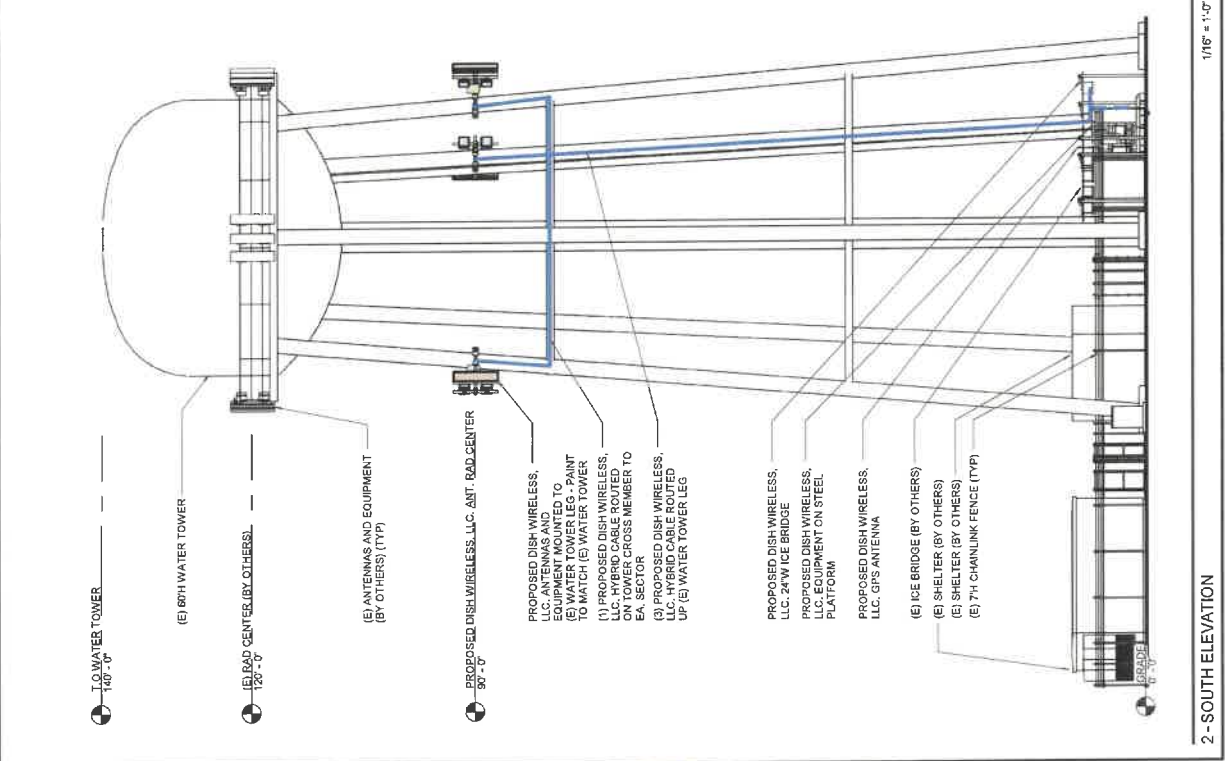


— BURBURH & COAX CABLES
— MM/FIBER EO.
— OVP/REC. EQ.
— POWER/GROUNDING
— ACCESS/UTILITY EASEMENT
— GEN. CONST. UTILITY EASEMENT
— EXISTING EASEMENT
— LEASE AREA
— ANTENNAS
— PENETRATIONS

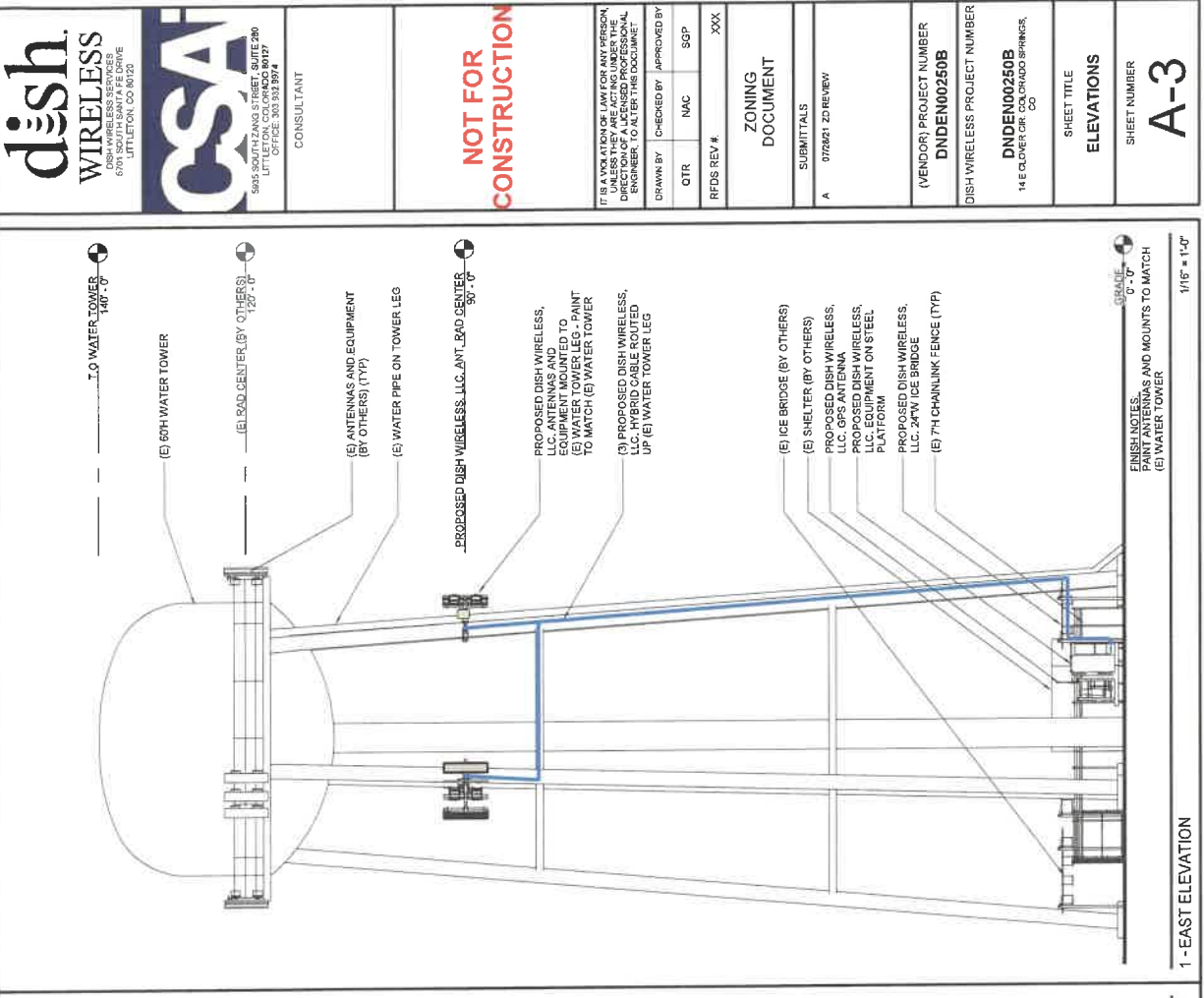
1 - SITE PLAN



■ BURRPH & COAX CABLES
■ MW/FIBER EQ.
■ FIBER
■ OP/ELEC. EQ.
■ POWER/GROUNDING
■ GEN. CONST./UTILITY EASEMENT
■ ACCESS/UTILITY EASEMENT
■ LEASE AREA
■ EXISTING EASEMENT
■ ANTENNAS
■ PENETRATIONS



2 - SOUTH ELEVATION
1/16" = 1'-0"



1 - EAST ELEVATION
1/16" = 1'-0"

DISH WIRELESS SERVICES
6791 SOUTH SANTA FE DRIVE
LITTLETON, CO 80120

3935 SULLIVANS STREET, SUITE 280
LITTLETON, COLORADO 80127
OFFICE: 303.932.8974

CONSULTANT

NOT FOR CONSTRUCTION

IT IS A SINCE THEY MAY FOR ANY PERSON UNLESS THEY ARE ACTING UNDER THE DIRECTION OF A LICENSED PROFESSIONAL ENGINEER TO ALTER THE DOCUMENT.

DRAWN BY	CHECKED BY	APPROVED BY	
QTR	NAC	SGP	
RDDS REV # XXX			

ZONING DOCUMENT

SUBMITTALS

A 07/26/21 2D REVIEW

(VENDOR) PROJECT NUMBER
DNDEN00250B

DISH WIRELESS PROJECT NUMBER
DNDEN00250B
14 E CLOVER CIR. CO. ORADO SPRINGS, CO

SHEET TITLE
ELEVATIONS

SHEET NUMBER
A-3

FINISH NOTES:
 PAINT ANTENNAS AND MOUNTS TO MATCH
 (E) WATER TOWER

EXHIBIT C

SURVEY

(See attached Survey)



FIELD BY:	JWP/MG
DRAWN BY:	GAC
CHECKED BY:	RF



PROJECT NO.	15010554
SITE NAME	DNDEN00250B
SITE ADDRESS	12 E. CLOVER CIR. COLORADO SPRINGS, CO 80906
SHEET TITLE	TOPOGRAPHIC SURVEY
SHEET NO.	LS-1
REVISION	2



FLOOD ZONE DESIGNATION
FLOOD ZONE DESIGNATION: FLOOD ZONE X (SPECIAL FLOOD HAZARD AREA) APPEAR TO BE WITHIN FLOOD ZONE X-1 AS DELINEATED ON THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) FLOOD ZONE MAP (FIRM) NO. 13080101000100010001.

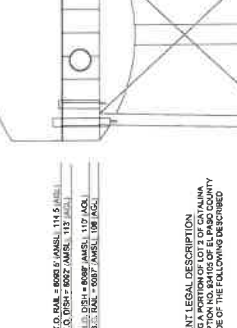
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CURVE TABLE

CURVE	LENGTH	RADIUS	DELTA	CHORD BRG.	CHORD LENGTH
C1	11.48	25.00	20°15'42"	N27°41'41"E	11.58
C2	3.34	25.00	7°04'42"	S84°31'10"W	3.33
C3	7.59	210.00	7°04'12"	S87°07'30"W	7.59

LINE TABLE

LINE	LENGTH	BEARING
L1	37.01	N07°00'00"W
L2	143.97	S89°32'10"W
L3	167.2	N09°00'00"W
L4	21.84	N09°00'00"W
L5	3.48	S37°00'00"W
L6	4.97	N02°59'50"W
L7	7.00	N09°51'27"E
L8	4.96	S52°06'35"E
L9	3.54	S37°00'00"W
L10	25.08	S37°00'00"W
L11	51.65	S89°32'10"W
L12	11.88	S58°41'29"W
L13	4.90	S07°00'00"E
L14	8.28	N07°00'00"E
L15	10.60	N07°00'00"E



LEASSEE UTILITY EASEMENT 1 LEGAL DESCRIPTION
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LEASSEE UTILITY EASEMENT 2 LEGAL DESCRIPTION
LEASSEE UTILITY EASEMENT 2 LEGAL DESCRIPTION: A 10.00 FOOT WIDE STRIP OF LAND BEING A PORTION OF LOT 2 OF CATALINA PARCEL 12 E. CLOVER CIR. COMMENCING AT THE MOST EASTERLY CORNER OF SAID LOT 2, FROM WHICH THE MOST NORTHERLY CORNER OF SAID LOT 2 BEARS N27°41'41"E, A DISTANCE OF 121.9 FEET, THENCE SOUTH 7°04'12" WEST, A DISTANCE OF 7.59 FEET, THENCE SOUTH 11°48'00" WEST, A DISTANCE OF 11.48 FEET, THENCE SOUTH 20°15'42" WEST, A DISTANCE OF 11.48 FEET, THENCE SOUTH 87°11'19" WEST, A DISTANCE OF 11.48 FEET, THENCE SOUTH 87°11'19" WEST, A DISTANCE OF 11.48 FEET TO THE POINT OF BEGINNING.

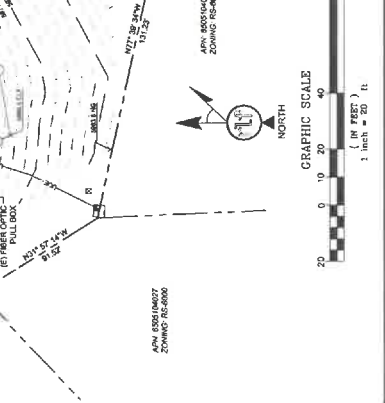
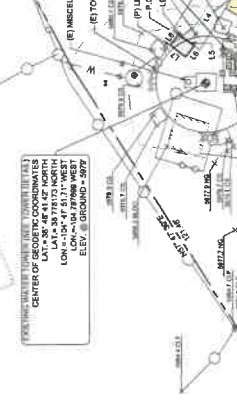
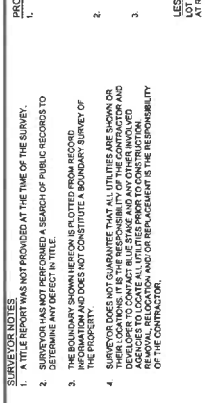
LEASSEE UTILITY EASEMENT 3 LEGAL DESCRIPTION
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PROJECT META DATA
1. TITLE REPORT WAS NOT PROVIDED AT THE TIME OF THE SURVEY.
2. SURVEYOR HAS NOT PERFORMED A SEARCH OF PUBLIC RECORDS TO DETERMINE ANY EFFECT IN TITLE.
3. THE BOUNDARY SHOWN HEREON IS PLOTTED FROM RECORD DATA AND DOES NOT CONSTITUTE A BOUNDARY SURVEY OF THE PROPERTY AND DOES NOT CONSTITUTE A BOUNDARY SURVEY OF THE PROPERTY.
4. SURVEYOR DOES NOT GUARANTEE THAT ALL UTILITIES ARE SHOWN OR THEIR LOCATIONS IT IS THE RESPONSIBILITY OF THE CONTRACTOR AND CLIENT TO VERIFY THE LOCATION AND DEPTH OF ALL UTILITIES PRIOR TO CONSTRUCTION, REMOVAL, RELOCATION AND/OR REPLACEMENT IS THE RESPONSIBILITY OF THE CONTRACTOR.

LESSOR'S LEGAL DESCRIPTION (APN 650510481)
LESSOR'S LEGAL DESCRIPTION (APN 650510481): A 10.00 FOOT WIDE STRIP OF LAND BEING A PORTION OF LOT 2 OF CATALINA PARCEL 12 E. CLOVER CIR. COMMENCING AT THE MOST EASTERLY CORNER OF SAID LOT 2, FROM WHICH THE MOST NORTHERLY CORNER OF SAID LOT 2 BEARS N27°41'41"E, A DISTANCE OF 121.9 FEET, THENCE SOUTH 7°04'12" WEST, A DISTANCE OF 7.59 FEET, THENCE SOUTH 11°48'00" WEST, A DISTANCE OF 11.48 FEET, THENCE SOUTH 20°15'42" WEST, A DISTANCE OF 11.48 FEET, THENCE SOUTH 87°11'19" WEST, A DISTANCE OF 11.48 FEET, THENCE SOUTH 87°11'19" WEST, A DISTANCE OF 11.48 FEET TO THE POINT OF BEGINNING.

LESSOR'S LEGAL DESCRIPTION (APN 650510482)
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LESSOR'S LEGAL DESCRIPTION (APN 650510483)
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LEGEND

- REBAR
- WATER METER
- ELECTRIC METER
- ELECTRIC EQUIPMENT
- ELECTRICAL TRANSFORMER
- ELECTRIC CABINET
- TELEPHONE PRETERIAL
- DOWN CUT
- WATER METER
- WATER METER
- WATER METER
- POSITION OF GEODETIC COORDINATES
- PROPERTY LINE
- BOUNDARY LINE
- CHAIN LINK FENCE
- WOOD FENCE
- WOOD FENCE
- US ELECTRIC LINE
- US ELECTRIC LINE
- US FIBER OPTIC LINE
- WATERLINE

LEGEND

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