

THE FIRST AMENDMENT TO OPTION AND LEASE AGREEMENT

This First Amendment to Option and Lease Agreement (this "**Amendment**") is made effective as of the latter signature date hereof (the "**Effective Date**") by and between **Gary L. Anderson, an individual ("Landlord")** and **Verizon Wireless (VAW) LLC d/b/a Verizon Wireless ("Tenant")** (Landlord and Tenant being collectively referred to herein as the "**Parties**").

RECITALS

WHEREAS, Landlord owns the real property described on **Exhibit A** attached hereto and by this reference made a part hereof (the "**Parent Parcel**"); and

WHEREAS, Landlord (or its predecessor-in-interest) and Tenant (or its predecessor-in-interest) entered into that certain Option and Lease Agreement dated May 23, 1996 (as the same may have been amended, collectively, the "**Lease**"), pursuant to which the Tenant leases a portion of the Parent Parcel and is the beneficiary of certain easements for access and public utilities, and, if applicable, easements for guy wires and guy anchors, all as more particularly described in the Lease (such portion of the Parent Parcel so leased along with such portion of the Parent Parcel so affected, collectively, the "**Leased Premises**"), which Leased Premises are also described on **Exhibit A**; and

WHEREAS, Tenant and/or its parent, affiliates, subsidiaries and other parties identified therein, entered into a sublease agreement with **American Tower Delaware Corporation**, a Delaware corporation and/or its parents, affiliates and subsidiaries ("**American Tower**"), pursuant to which American Tower subleases, manages, operates and maintains, as applicable, the Leased Premises, all as more particularly described therein; and

WHEREAS, Tenant has granted American Tower a limited power of attorney (the "**POA**") to, among other things, prepare, negotiate, execute, deliver, record and/or file certain documents on behalf of Tenant, all as more particularly set forth in the POA; and

WHEREAS, Landlord and Tenant desire to amend the terms of the Lease to extend the term thereof and to otherwise modify the Lease as expressly provided herein.

NOW THEREFORE, in consideration of the foregoing recitals and the mutual covenants set forth herein and other good and valuable consideration, the receipt, adequacy, and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

- One-Time Payment.** American Tower, on behalf of Tenant, shall pay to Landlord a one-time payment in the amount of [REDACTED] (the "**One-Time Payment**"), payable within thirty (30) days of the Effective Date and subject to the following conditions precedent: (a) Tenant's receipt of this Amendment executed by Landlord, on or before September 30, 2016; (b) Tenant's confirmation that Landlord's statements as further set forth in this Amendment are true, accurate, and complete, including verification of Landlord's ownership; (c) Tenant's receipt of any documents and other items reasonably requested by Tenant in order to effectuate the transaction and payment contemplated herein; and (d) receipt by Tenant of an original Memorandum (as defined herein) executed by Landlord.
- Lease Term Extended.** Notwithstanding anything to the contrary contained in the Lease or this Amendment, the Parties agree the Lease originally commenced on February 1, 1997 and, without giving effect to the terms of this Amendment but assuming the exercise by Tenant of all remaining renewal options contained in the Lease (each an "**Existing Renewal Term**" and, collectively, the "**Existing Renewal Terms**"), the Lease is otherwise scheduled to expire on January 31, 2022. In addition to any Existing Renewal Term(s), the Lease is hereby amended to provide Tenant with the option to extend the Lease for each of Six (6) additional five (5) year renewal terms (each a "**New Renewal Term**" and,

collectively, the "**New Renewal Terms**"). Notwithstanding anything to the contrary contained in the Lease, (a) all Existing Renewal Terms and New Renewal Terms shall automatically renew unless Tenant notifies Landlord that Tenant elects not to renew the Lease at least sixty (60) days prior to the commencement of the next Renewal Term (as defined below) and (b) Landlord shall be able to terminate this Lease only in the event of a material default by Tenant, which default is not cured within sixty (60) days of Tenant's receipt of written notice thereof, provided, however, in the event that Tenant has diligently commenced to cure a material default within sixty (60) days of Tenant's actual receipt of notice thereof and reasonably requires additional time beyond the sixty (60) day cure period described herein to effect such cure, Tenant shall have such additional time as is necessary (beyond the sixty [60] day cure period) to effect the cure. References in this Amendment to "**Renewal Term**" shall refer, collectively, to the Existing Renewal Term(s) and the New Renewal Term(s). The Landlord hereby agrees to execute and return to Tenant an original Memorandum of Lease in the form and of the substance attached hereto as **Exhibit B** and by this reference made a part hereof (the "**Memorandum**") executed by Landlord, together with any applicable forms needed to record the Memorandum, which forms shall be supplied by Tenant to Landlord.

3. **Rent and Escalation.** As of the Effective Date, the rent payable from Tenant to Landlord under the Lease is [REDACTED] per month (the "**Rent**"). Commencing on February 1, 2017 the rent payable from Tenant to Landlord under the Lease is hereby increased to [REDACTED] per month. Commencing on February 1, 2018 and on each successive annual anniversary thereof, Rent due under the Lease shall increase by an amount equal to [REDACTED] of the then current Rent. Notwithstanding anything to the contrary contained in the Lease, all Rent and any other payments expressly required to be paid by Tenant to Landlord under the Lease and this Amendment shall be paid to **Gary L. Anderson**. The Landlord hereby agrees the Rent, the One-Time Payment and the Collocation Fee (as defined below) described in this Amendment is the only consideration owed to Landlord from Tenant and/or American Tower pursuant to the Lease, as amended, or any other agreements between Landlord and Tenant, or Landlord and American Tower, as the case may be. **Section 3.04 of the Lease is hereby deleted in its entirety.**
4. **Revenue Share.**
 - a. Subject to the other applicable terms, provisions, and conditions of this Section, Tenant shall pay Landlord Ten percent (10%) of any rents actually received by Tenant or American Tower under and pursuant to the terms and provisions of any new sublease, license or other collocation agreement for the use of any portion of the Leased Premises entered into by and between Tenant (or American Tower) and a third party (any such third party, the "**Additional Collocator**") subsequent to the Effective Date (any such amounts, the "**Collocation Fee**"). Notwithstanding the foregoing, Landlord shall not be entitled to receive any portion of any sums paid by a licensee or sublessee to (i) reimburse Tenant (or American Tower) for any improvements to the Leased Premises or any structural enhancements to the tower located on the Leased Premises (such tower, the "**Tower**"), which have been made by Tenant or American Tower for the benefit of any licensee, sublessee, or other third party or (ii) reimburse Tenant or American Tower, in whole or in part, for costs, expenses, fees, or other charges incurred or associated with the development, operation, repair, or maintenance of the Leased Premises or the Tower. The Collocation Fee shall not be subject to the escalations to Rent, if any, as delineated in this Amendment and/or the Lease. To the extent the amount of rents actually received by Tenant (or American Tower) from an Additional Collocator escalate or otherwise increase pursuant to those agreements, the Collocation Fee shall be based on such increased amount.

- b. The initial payment of the Collocation Fee shall be due within thirty (30) days of actual receipt by Tenant (or American Tower) of the first collocation payment paid by an Additional Collocator. In the event a sublease or license with an Additional Collocator expires or terminates, Tenant's obligation to pay the Collocation Fee for such sublease or license shall automatically terminate upon the date of such expiration or termination. Notwithstanding anything contained herein to the contrary, Tenant shall have no obligation to pay to Landlord and Landlord hereby agrees not to demand or request that Tenant pay to Landlord any Collocation Fee in connection with the sublease to or transfer of Tenant's obligations and/or rights under the Lease, as modified by this Amendment, to any subsidiary, parent or affiliate of Tenant or American Tower, if such sublease or transfer does not result in additional equipment being located or installed on the Tower.
- c. Landlord hereby acknowledges and agrees that Tenant and American Tower have the sole and absolute right to enter into, renew, extend, terminate, amend, restate, or otherwise modify (including, without limitation, reducing rent or allowing the early termination of) any future or existing subleases, licenses or collocation agreements for occupancy on the Tower, all on such terms as Tenant and/or American Tower deem advisable, in Tenant's and/or American Tower's sole and absolute discretion, notwithstanding that the same may affect the amounts payable to the Landlord pursuant to this Section.
- d. Notwithstanding anything to the contrary contained herein, Landlord hereby acknowledges and agrees that Tenant shall have no obligation to pay and shall not pay to Landlord any Collocation Fee in connection with: (i) any subleases, licenses, or other collocation agreements between Tenant (or American Tower), or Tenant's (or American Tower's) predecessors-in-interest, as applicable, and American Tower or any third parties, or such third parties' predecessors or successors-in-interest, as applicable, entered into prior to the Effective Date (any such agreements, the "**Existing Agreements**"); or (ii) any amendments, modifications, extensions, renewals, and/or restatements to and/or of the Existing Agreements entered into prior to the Effective Date or which may be entered into on or after the Effective Date.
5. **Landlord and Tenant Acknowledgments.** Except as modified herein, the Lease and all provisions contained therein remain in full force and effect and are hereby ratified and affirmed. The Parties hereby agree that no defaults exist under the Lease. To the extent Tenant needed consent and/or approval from Landlord for any of Tenant's activities at and uses of the site prior to the Effective Date, including subleasing to American Tower, Landlord's execution of this Amendment is and shall be considered consent to and approval of all such activities and uses and confirmation that no additional consideration is owed to Landlord for such activities and uses. Landlord hereby acknowledges and agrees that Tenant shall not need consent or approval from, or to provide notice to, Landlord for any future activities at or uses of the Leased Premises, including, without limitation, subleasing and licensing to additional customers, installing, modifying, repairing, or replacing improvements within the Leased Premises, and/or assigning all or any portion of Tenant's interest in this Lease, as modified by this Amendment. Tenant and Tenant's sublessees and customers shall have vehicular (specifically including truck) and pedestrian access to the Leased Premises from a public right of way on a 24 hours per day, 7 days per week basis, together with utilities services to the Leased Premises from a public right of way. Upon request by Tenant and at Tenant's sole cost and expense, Landlord hereby agrees to promptly execute and return to Tenant building permits, zoning applications and other forms and documents, including a memorandum of lease, as required for the use of the Leased Premises by Tenant and/or Tenant's customers, licensees, and sublessees. The terms, provisions, and conditions of this Section shall survive the execution and delivery of this Amendment.

6. **Limited Right of First Refusal.** Notwithstanding anything to the contrary contained herein, this paragraph shall not apply to any fee simple sale of the Parent Parcel from Landlord to any prospective purchaser that is not a Third Party Competitor (as herein defined) or to American Tower. If Landlord receives an offer or desires to offer to: (i) sell or convey any interest (including, but not limited to, leaseholds or easements) in any real property of which the Leased Premises is a part to any person or entity directly or indirectly engaged in the business of owning, acquiring, operating, managing, investing in or leasing wireless telecommunications infrastructure (any such person or entity, a "**Third Party Competitor**") or (ii) assign all or any portion of Landlord's interest in the Lease to a Third Party Competitor (any such offer, the "**Offer**"), Tenant shall have the right, exercisable in Tenant's sole and absolute discretion, of first refusal to purchase the real property or other interest being offered by Landlord in connection with the Offer on the same terms and conditions. If Tenant elects, in its sole and absolute discretion, to exercise its right of first refusal as provided herein, Tenant must provide Landlord with notice of its election not later than forty-five (45) days after Tenant receives written notice from Landlord of the Offer. If Tenant elects not to exercise Tenant's right of first refusal with respect to an Offer as provided herein, Landlord may complete the transaction contemplated in the Offer with the Third Party Competitor on the stated terms and price but with the express condition that such sale is made subject to the terms of the Lease, as modified by this Amendment. Landlord hereby acknowledges and agrees that any sale or conveyance by Landlord in violation of this Section is and shall be deemed to be null and void and of no force and effect. The terms, provisions, and conditions of this Section shall survive the execution and delivery of this Amendment. For the avoidance of doubt, American Tower, its affiliates and subsidiaries, shall not be considered a Third Party Competitor and this provision shall not apply to future transactions with American Tower, its affiliates and subsidiaries.
7. **Landlord Statements.** Landlord hereby represents and warrants to Tenant that: (i) to the extent applicable, Landlord is duly organized, validly existing, and in good standing in the jurisdiction in which Landlord was organized, formed, or incorporated, as applicable, and is otherwise in good standing and authorized to transact business in each other jurisdiction in which such qualifications are required; (ii) Landlord has the full power and authority to enter into and perform its obligations under this Amendment, and, to the extent applicable, the person(s) executing this Amendment on behalf of Landlord, have the authority to enter into and deliver this Amendment on behalf of Landlord; (iii) no consent, authorization, order, or approval of, or filing or registration with, any governmental authority or other person or entity is required for the execution and delivery by Landlord of this Amendment; (iv) Landlord is the sole owner of the Leased Premises and all other portions of the Parent Parcel; (v) there are no agreements, liens, encumbrances, claims, claims of lien, proceedings, or other matters (whether filed or recorded in the applicable public records or not) related to, encumbering, asserted against, threatened against, and/or pending with respect to the Leased Premises or any other portion of the Parent Parcel which do or could (now or any time in the future) adversely impact, limit, and/or impair Tenant's rights under the Lease, as amended and modified by this Amendment; and (vi) the square footage of the Leased Premises is the greater of Tenant's existing improvements on the Parent Parcel or the land area conveyed to Tenant under the Lease. The representations and warranties of Landlord made in this Section shall survive the execution and delivery of this Amendment. Landlord hereby does and agrees to indemnify Tenant for any damages, losses, costs, fees, expenses, or charges of any kind sustained or incurred by Tenant as a result of the breach of the representations and warranties made herein or if any of the representations and warranties made herein prove to be untrue. The aforementioned indemnification shall survive the execution and delivery of this Amendment.
8. **Confidentiality.** Notwithstanding anything to the contrary contained in the Lease or in this Amendment, Landlord agrees and acknowledges that all the terms of this Amendment and the Lease and any information furnished to Landlord by Tenant or American Tower in connection therewith shall be and remain confidential. Except with Landlord's family, attorney, accountant, broker, lender, a prospective

fee simple purchaser of the Parent Parcel, or if otherwise required by law, Landlord shall not disclose any such terms or information without the prior written consent of Tenant. The terms and provisions of this Section shall survive the execution and delivery of this Amendment.

9. **Notices.** All notices must be in writing and shall be valid upon receipt when delivered by hand, by nationally recognized courier service, or by First Class United States Mail, certified, return receipt requested to the addresses set forth herein: to Landlord at: 5410 Wagon Wheel Square, Colorado Springs, CO 80915; to Tenant at: Verizon Wireless, Attn. Network Real Estate, 180 Washington Valley Road, Bedminster, NJ 07921; with copy to: American Tower, Attn: Land Management, 10 Presidential Way, Woburn, MA 01801; and also with copy to: Attn Legal Dept. 116 Huntington Avenue, Boston, MA 02116. Any of the Parties, by thirty (30) days prior written notice to the others in the manner provided herein, may designate one or more different notice addresses from those set forth above. Refusal to accept delivery of any notice or the inability to deliver any notice because of a changed address for which no notice was given as required herein, shall be deemed to be receipt of any such notice.
10. **Counterparts.** This Amendment may be executed in several counterparts, each of which when so executed and delivered, shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument, even though all Parties are not signatories to the original or the same counterpart. Furthermore, the Parties may execute and deliver this Amendment by electronic means such as .pdf or similar format. Each of the Parties agrees that the delivery of the Amendment by electronic means will have the same force and effect as delivery of original signatures and that each of the Parties may use such electronic signatures as evidence of the execution and delivery of the Amendment by all Parties to the same extent as an original signature.
11. **Governing Law.** Notwithstanding anything to the contrary contained in the Lease and in this Amendment, the Lease and this Amendment shall be governed by and construed in all respects in accordance with the laws of the State or Commonwealth in which the Leased Premises is situated, without regard to the conflicts of laws provisions of such State or Commonwealth.
12. **Waiver.** Notwithstanding anything to the contrary contained herein, in no event shall Landlord or Tenant be liable to the other for, and Landlord and Tenant hereby waive, to the fullest extent permitted under applicable law, the right to recover incidental, consequential (including, without limitation, lost profits, loss of use or loss of business opportunity), punitive, exemplary and similar damages.
13. **Tenant's Securitization Rights; Estoppel.** Landlord hereby consents to the granting by Tenant and/or American Tower of one or more leasehold mortgages, collateral assignments, liens, and/or other security interests (collectively, a "**Security Interest**") in Tenant's (or American Tower's) interest in this Lease, as amended, and all of Tenant's (or American Tower's) property and fixtures attached to and lying within the Leased Premises and further consents to the exercise by Tenant's (or American Tower's) mortgagee ("**Tenant's Mortgagee**") of its rights to exercise its remedies, including without limitation foreclosure, with respect to any such Security Interest. Landlord shall recognize the holder of any such Security Interest of which Landlord is given prior written notice (any such holder, a "**Holder**") as "Tenant" hereunder in the event a Holder succeeds to the interest of Tenant and/or American Tower hereunder by the exercise of such remedies. Landlord further agrees to execute a written estoppel certificate within thirty (30) days of written request of the same by Tenant, American Tower or Holder.

[SIGNATURES COMMENCE ON FOLLOWING PAGE]

LANDLORD:

Gary L. Anderson

Signature: *Gary L. Anderson*
Print Name: Gary L. Anderson
Date: 8-30-2016

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

ATC Site No: 82093
PV Code 783 / VzW Contract No: 10362
Site Name: FALCON CO

TENANT:

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

By: American Tower Delaware Corporation, a Delaware corporation

Title: Attorney-in-Fact

Signature: _____

Print Name: **Edward P. Maggio, Jr.**

Title: **Senior Counsel, US Tower**

Date: **9/28/16**

Joinder and Acknowledgement

The undersigned, by its signature below, does hereby acknowledge and agree to pay to Landlord the "One-Time Payment" described in Section 1 above, as well as the Collocation Fee, provided all requirements in this Amendment have been satisfied. The undersigned additionally acknowledges and agrees that adequate consideration has been received for such payment(s).

American Tower Delaware Corporation,
a Delaware corporation

Signature: _____

Print Name: **Edward P. Maggio, Jr.**

Title: **Senior Counsel, US Tower**

Date: **9/28/16**

EXHIBIT A

This Exhibit A may be replaced at Tenant's option as described below

PARENT PARCEL

Tenant shall have the right to replace this description with a description obtained from Landlord's deed (or deeds) that include the land area encompassed by the Lease and Tenant's improvements thereon

The Parent Parcel consists of the entire legal taxable lot owned by Landlord as described in a deed (or deeds) to Landlord of which the Leased Premises is a part thereof with such Parent Parcel being located in the County of El Paso, State of Colorado and being further described below:

A PARCEL OF LAND BEING A PORTION OF LOT 3 IN THE NORTHWEST ONE-QUARTER OF SECTION 5, TOWNSHIP 14 SOUTH, RANGE 64 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF EL PASO, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH ONE-QUARTER CORNER OF SAID SECTION 5: THENCE SOUTH 89°54'00" WEST ALONG THE NORTH LINE OF THE NORTHWEST ONE-QUARTER OF SAID SECTION 5 A DISTANCE OF 250.00 FEET; THENCE SOUTH 00°06'00" EAST A DISTANCE OF 30.00 FEET TO A POINT ON THE SOUTH LINE OF THE 30 FOOT ROAD RIGHT-OF-WAY ESTABLISHED BY THE COUNTY COMMISSIONERS OF SAID EL PASO COUNTY IN THE DOCUMENT RECORDED IN BOOK A AT PAGE 78, SAID POINT BEING THE TRUE POINT OF BEGINNING; THENCE CONTINUING SOUTH 00°06'00" EAST A DISTANCE OF 500.00 FEET; THENCE SOUTH 89°54'00" WEST A DISTANCE OF 500.00 FEET; THENCE NORTH 00°06'00" WEST A DISTANCE OF 500.00 FEET TO A POINT ON THE SOUTH LINE OF SAID 30 FOOT ROAD RIGHT-OF-WAY; THENCE NORTH 89°54'00" EAST ALONG SAID SOUTH RIGHT-OF-WAY LINE A DISTANCE OF 500.00 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINING 250,000 SQUARE FEET OR 5.7392 ACRES, MORE OR LESS, (5.74 ACRES, MORE OR LESS)

El Paso County APN: 44050-00-007.

EXHIBIT A (continued)

LEASED PREMISES

Tenant shall have the right to replace this description with a description obtained from the Lease or from a description obtained from an as-built survey conducted by Tenant.

The Leased Premises consists of that portion of the Parent Parcel as defined in the Lease which shall include access and utilities easements and, if applicable, easements for guy wires and anchors existing at the time of this Amendment (such guy wire and anchor easements shall be 10 feet on either side of existing guy wires and running 20 feet beyond each guy anchor and may be used by Tenant to access, repair, upgrade, maintain and replace such guy wires, anchors and fencing by Tenant). The Square footage of the Leased Premises shall be the greater of: (i) 250,000 square feet; (ii) Tenant's existing improvements on the Parent Parcel; or (iii) the legal description or depiction below (if any).

A PARCEL OF LAND BEING A PORTION OF LOT 3 IN THE NORTHWEST ONE-QUARTER OF SECTION 5, TOWNSHIP 14 SOUTH, RANGE 64 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF EL PASO, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH ONE-QUARTER CORNER OF SAID SECTION 5; THENCE SOUTH 89°54'00" WEST ALONG THE NORTH LINE OF THE NORTHWEST ONE-QUARTER OF SAID SECTION 5 A DISTANCE OF 250.00 FEET; THENCE SOUTH 00°06'00" EAST A DISTANCE OF 30.00 FEET TO A POINT ON THE SOUTH LINE OF THE 30 FOOT ROAD RIGHT-OF-WAY ESTABLISHED BY THE COUNTY COMMISSIONERS OF SAID EL PASO COUNTY IN DOCUMENT RECORDED IN BOOK A AT PAGE 78, SAID POINT BEING THE TRUE POINT OF BEGINNING; THENCE CONTINUING SOUTH 00°06'00" EAST A DISTANCE OF 500.00 FEET; THENCE SOUTH 89°54'00" WEST A DISTANCE OF 500.00 FEET; THENCE NORTH 00°06'00" WEST A DISTANCE OF 500.00 FEET TO A POINT ON THE SOUTH LINE OF SAID 30 FOOT ROAD RIGHT-OF-WAY; THENCE NORTH 89°54'00" EAST ALONG SAID SOUTH RIGHT-OF-WAY LINE A DISTANCE OF 500.00 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINING 250,000 SQUARE FEET OR 5.7392 ACRES.

ACCESS AND UTILITIES

The access and utility easements include all easements of record as well that portion of the Parent Parcel currently utilized by Tenant for ingress, egress and utility purposes from the Leased Premises to and from a public right of way including but not limited to:

AN EASEMENT, 30.00 FEET IN WIDTH, OVER AND ACROSS A PORTION OF AN EXISTING ROAD RIGHT-OF-WAY ESTABLISHED BY THE COUNTY COMMISSIONERS OF EL PASO COUNTY IN DOCUMENT RECORDED IN BOOK A AT PAGE 78, BEING A PORTION OF LOT 3 IN THE NORTHWEST ONE-QUARTER OF SECTION 5, TOWNSHIP 14 SOUTH, RANGE 64 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF EL PASO, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH ONE-QUARTER CORNER OF SAID SECTION 5, SAID POINT BEING THE TRUE POINT OF BEGINNING; THENCE SOUTH 89°54'00" WEST ALONG THE NORTH LINE OF THE NORTHWEST ONE-QUARTER OF SAID SECTION 5 AND ALONG THE NORTH LINE OF SAID 30' ROAD RIGHT-OF-WAY A DISTANCE OF 750.00 FEET; THENCE SOUTH 00°06'00" EAST A DISTANCE OF 30.00 FEET TO A POINT ON THE SOUTH LINE OF SAID 30' ROAD RIGHT-OF-WAY, SAID POINT BEING THE NORTHWEST CORNER OF THE ABOVE-DESCRIBED LEASE PARCEL; THENCE NORTH 89°54'00" EAST ALONG THE SOUTH LINE OF SAID 30' ROAD RIGHT-OF-WAY AND ALONG THE NORTH LINE OF SAID LEASE PARCEL AND THE EASTERLY EXTENSION THEREOF A DISTANCE OF 751.44 FEET TO A POINT ON THE EAST LINE OF THE NORTHWEST ONE-QUARTER OF SAID SECTION 5; THENCE NORTH 02°51'00" WEST ALONG THE EAST LINE OF THE NORTHWEST ONE-QUARTER OF SAID SECTION 5 A DISTANCE OF 30.03 FEET TO THE TRUE POINT OF BEGINNING.

PROJECT NAME: CSP FALCON ALT #4

ORIGINAL

OPTION AND LEASE AGREEMENT

This Option and Lease Agreement ("Agreement") is made and entered into as of the 17 day of May, 19 96, between Lessor and Lessee.

A. Lessor is the owner of certain real property located in the County of El Paso, State of Colorado, described in Exhibit A attached hereto and made a part hereof by this reference (the "Property").

B. Lessee desires to obtain an option to lease a portion of the Property to be determined by Lessee, consisting of approximately 500 x 500 square feet (the "Premises") as well as rights-of-ways and easements for ingress, egress, and utilities thereto. The Premises are described in Exhibit A attached hereto and made a part hereof by this reference. The Premises may be more specifically described following a survey which may be obtained at a later time.

For valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lessor and Lessee agree as follows:

ARTICLE 1.

Basic Information. In addition to the terms that are defined elsewhere in this Agreement, the following terms are used in this Agreement:

- | | |
|----------------------------------------|-----------------------------------------------------------------------------------------------------------------------------|
| (a) Premises: the Premises located at: | South corner of Davis Road and Hoofbeat,
Colorado Springs, CO |
| (b) Lessor: | Marvin R. Anderson and Ethel M. Anderson |
| (c) Lessor's Address: | 5410 Wagon Wheel Square
Colorado Springs, CO 80915
Attn: Marvin R. Anderson
(712) 322-4647 / (719) 596-4187 (Gary) |
| Telephone: | |
| (d) Lessor's Rent Payee: | Marvin R. Anderson and Ethel M. Anderson |
| (c) Address: | 5410 Wagon Wheel Square
Colorado Springs, CO 80915
Social Security # [REDACTED] |
| Telephone: | (712) 322-4647 / (719) 596-4187 (Gary) |
| (e) Lessee: | U S WEST NewVector Group, Inc. |
| (f) Lessee's Address: | 3350 - 161st Avenue Southeast, m/s 223
Bellevue, Washington 98008-1329
Telephone: (206) 747-4900 |

- (g) Option Period: One Year (1), beginning on the Effective Date.
- (h) Option Payment: [REDACTED]
- (i) Commencement Date: the commencement date of the Lease, set forth in Lessee's Notice of Exercise of the Option.
- (j) Expiration Date: the date preceding the 5th anniversary of the Commencement Date, or as extended pursuant to Article 3.03.
- (k) Rent: [REDACTED] per month.
- (l) Renewal Terms: four (4) consecutive periods of five (5) years each, beginning on the date following the Expiration Date.

ARTICLE 2.

2.01 Option Grant. In consideration of the Option Payment to be paid by Lessee to Lessor after execution of this Agreement by both parties, Lessor hereby grants to Lessee the right and option (the "Option") to lease the Premises on the following terms and conditions. The date on which this Agreement has been executed by both Lessor and Lessee shall thereafter be the "Effective Date" of this Agreement.

2.02 Exercise of Option. The Option may be exercised by Lessee at any time during the Option Period by notice from Lessee to Lessor. Lessee's notice shall state the Commencement Date. Upon exercise of the Option the Premises shall be subject to the Lease for the use described herein.

Lessee may extend the Option Period an additional one year, by giving notice to Lessor prior to the expiration of the Option Period and making an additional payment equal to the Option Payment. The time during which the Option may be exercised may be further extended by mutual agreement of the parties.

2.03 Termination of Option. If Lessee fails to exercise this Option within the Option Period, including any extension thereof, all rights and privileges granted in this Agreement shall be deemed completely surrendered, this Option shall be terminated, and Lessor shall retain all money paid for the Option, and no additional money shall be payable by either party to the other.

2.04 Legal Description. Lessor grants Lessee the right, but not the obligation, at any time during the term of this Agreement, to obtain a survey of the Premises at Lessee's expense. The legal description that may be derived from the survey will become Exhibit B which will be attached hereto and made a part hereof, and shall control in the event of any inconsistency between it and Exhibit A.

2.05 Right of Entry. Lessor shall permit Lessee, during the Option Period or extension thereof, free access to the Property and Premises, at Lessee's cost, to conduct surveys, subsurface boring tests, feasibility and final configuration assessments, environmental assessments, and other inspections of the Property and Premises as Lessee may deem necessary. At the expiration of the Option Period or any extension thereof, if Lessee has not

exercised its Option, Lessee will restore the Premises to their original condition at the Effective Date, reasonable wear and tear excepted.

ARTICLE 3.

3.01 Lease Term. The term of this lease ("Lease") shall begin on the Commencement Date and shall expire on the Expiration Date. Beginning on the Commencement Date, Lessor shall deliver possession of the Premises to Lessee, together with the non-exclusive right for ingress and egress, seven (7) days a week, twenty-four (24) hours a day, on foot or motor vehicle, including trucks, and for the installation and maintenance of utility wires, cables, conduits, and pipes over, under, or along a twenty (20) foot wide right-of-way and easement extending from the nearest public right-of-way[s] David Road to the Premises. Lessor agrees to execute without delay any easement documents as may be required by any utility company in connection with Lessee's use of the Premises.

3.02 Rent. Each month during the Lease term, Lessee shall pay the Rent to the name and address specified as Lessor's Rent Payee.

3.03 Right to Extend. Lessee shall have the right to extend the term of this Lease for the Renewal Terms and, at the end of the fourth (4th) Renewal Term, for an additional period of one year, and for annual periods thereafter.

Notice of the exercise of the right to extend the term shall be given by Lessee to Lessor at least six (6) months before the end of each such period.

Notwithstanding the foregoing, the Lease may be terminated during any of the one-year renewal periods by either party giving notice to the other at least sixty (60) days before the end of such period.

3.04 Renewal Rental. Each month during the first five-year extension term Lessee shall pay monthly rent in the amount of [REDACTED] each month during the second five-year extension term Lessee shall pay monthly rent in the amount of [REDACTED] each month during the third five-year extension term Lessee shall pay monthly rent in the amount of [REDACTED] each month during the fourth five-year extension term Lessee shall pay monthly rent in the amount of [REDACTED] During any one-year extension following the fourth five-year extension, the annual rental shall be [REDACTED] and shall continue to be paid in equal monthly installments.

3.05 Lessee's Use. Lessee shall use the Premises for the purpose of constructing, maintaining, and operating a communications facility and uses incidental thereto (the "Facility") consisting of an equipment shelter together with an antenna structure and necessary connecting appurtenances sufficient to be a fully operable Facility in its intended licensed communications coverage areas. The contents of the equipment shelter may include, without limitation, radio transmission and computer equipment, batteries and generator equipment. A security fence consisting of chain link or comparable construction may be placed around any

improvements constructed on the Premises by Lessee. All improvements shall be at Lessee's expense. Lessee shall maintain the Premises in reasonable condition.

In addition, in the event of a natural or man made disaster, in order to protect the health, welfare and safety of the community, Lessee may erect additional telecommunications facilities and install additional equipment on a temporary basis on the Property to assure continuation of service.

Lessee hereby consents to the use of Lessor's Property by another communication provider for the erection, operation and maintenance of a transmission facility (including an antenna structure) so long as (a) Lessor provides not less than sixty (60) days' prior notice to Lessee of the erection of such facility together with facility specifications for Lessee's approval, (b) the antenna structure shall be erected a distance of not less than twenty (20) feet, vertically and horizontally, from Lessee's antenna structure, (c) the erection, maintenance and operation of such transmission facility shall not result in any impairment or diminution in the quality of the communications service rendered by Lessee to or from the Property, and (d) no changes shall be made to the antenna structure of such other provider without Lessee's prior written consent, which consent shall not be unreasonably withheld. If Lessee deems, in its sole discretion, that the provisions of this article have been violated by Lessor or such other provider, Lessee shall provide Lessor with notice of such violation. If such violation is not cured or mitigated (at no expense to Lessee) within twenty-four (24) hours of receipt of such notice, Lessor shall cause such other provider to immediately cease use of its radio system, or portion thereof causing such interference, until such time as the interference is cured. Lessor shall require that any agreement with such other provider shall include a provision requiring compliance by such other provider with the provisions of this article.

3.06 Termination. This Agreement may be terminated, without any penalty or further liability, on sixty (60) days written notice as follows: (a) by either party on default of any covenant or term hereof by the other party, which default is not cured within sixty (60) days following receipt of notice of default (without, however, limiting any other rights available to the parties pursuant to any other provisions hereof); (b) by Lessee if Lessee does not obtain or maintain any license, permit or other governmental approval necessary to the construction or operation of the Facility or Lessee's business; or (c) by Lessee if the Premises are or become unacceptable to Lessee under Lessee's design or engineering specification for its Facility or for the communications system to which the Facility belongs.

No later than sixty (60) days after the termination of this Agreement, by expiration of the term or otherwise, Lessee will remove its personal property and fixtures and restore the Premises to their condition on the Effective Date, reasonable wear and tear excepted. If time for removal causes Lessee to remain on the Premises after termination of this Lease, Lessee shall pay rent at the then existing monthly rate or the existing monthly pro-rata basis if based on a longer payment term, until such time as the removal of the personal property and fixtures is completed.

At Lessor's option, which shall be exercised by written notice to the Lessee no later than sixty (60) days prior to the termination of this Lease, Lessee will leave the foundation and security fence which shall become the property of Lessor.

ARTICLE 4.

4.01 Lessee's Insurance. Lessee agrees to maintain general liability insurance for claims for bodily injury or death and property damage with combined single limits of not less than \$1,000,000 combined single occurrence limit..

4.02 Waiver of Subrogation. Lessor and Lessee each waive any and all rights to recover against the other, or against the officers, directors, shareholders, partners, joint ventures, employees, agents, customers, invitees or business visitors of such other party, for any loss or damage to such waiving party arising from any cause covered by any property insurance required to be carried pursuant to this article or any other property insurance actually carried by such party. Lessor and Lessee, from time to time, will cause their respective insurers to issue appropriate waiver of subrogation rights endorsements to all property insurance policies carried in connection with the Property or the Premises or the contents of either.

4.03 Indemnification. During the term of this Lease, the Lessee shall indemnify and hold Lessor harmless against any claim of liability or loss from personal injury or property damage caused by the negligence or willful misconduct of the Lessee, its servants or agents except to the extent that such claims or damages may be due to or caused by the acts or omissions of the Lessor, its servants, agents, or any other party for whom Lessor may be responsible.

ARTICLE 5.

5.01 Lessor Compliance. Lessor represents and warrants that, as of the date of this Lease, the Premises and the Property comply with all applicable laws, statutes, ordinances, rules, codes, regulations, orders, and interpretations of all federal, state, and other governmental or quasi-governmental authorities having jurisdiction over the Property (collectively, "Laws"). At its sole cost and expense, Lessor will promptly comply with all Laws, and will cause the Premises and the Property to comply with all Laws, except to the extent that such compliance is required solely as a result of Lessee's use or occupancy of the Premises. If any modifications are required to be made to the Property after the date hereof as a result of any Laws, Lessee shall have no liability for any costs therefor, whether as a pass-through of operating expenses or otherwise.

5.02 Lessee Compliance. Lessee will promptly comply with all Laws relating to Lessee's use or occupancy of the Premises. At its sole cost and expense, Lessee will promptly cause the Premises to comply with all Laws to the extent that such compliance is required solely as a result of Lessee's use or occupancy of the Premises.

5.03 Environmental Matters.

(a) Lessee will be solely responsible for and will defend, indemnify, and hold Lessor, its agents, and employees harmless from and against any and all direct claims, costs, and liabilities, including reasonable attorney's fees and costs, arising out of or in connection

with the cleanup or restoration of the Property associated with the Lessee's use of Hazardous Materials.

(b) Lessor will be solely responsible for and will defend, indemnify, and hold Lessee, its agents, and employees harmless from and against any and all direct claims, costs, and liabilities, including reasonable attorney's fees and costs, arising out of or in connection with the removal, cleanup, or restoration of the Property with respect to Hazardous Materials from any and all sources other than those Hazardous Materials introduced to the Property by Lessee.

(c) "Hazardous Materials" means asbestos or any hazardous substance, waste, or materials as defined in any federal, state, or local environmental or safety law or regulation including, but not limited to, CERCLA.

The obligations of this Article shall survive the expiration or other termination of this Agreement.

ARTICLE 6.

6.01 Utilities and Taxes. Lessee will be responsible for all utilities required by its use of the Premises. Lessee may at any time arrange to have its utilities separately metered or will pay its proportionate share of utilities furnished by Lessor.

Lessee will pay any increase in real estate taxes caused by the improvements constructed thereon by Lessee. In the event that the real estate tax assessment on Lessor's property reflects Lessee's improvements, Lessor agrees to provide to Lessee in a timely manner a copy of the assessment. Lessee may contest, at its expense, any assessment imposed on the Premises or Lessee's activities.

6.02 Title and Quiet Enjoyment. Lessor represents and warrants to Lessee that (a) Lessor has full right, power, and authority to execute this Agreement, and will provide Lessee with evidence of such authority; (b) Lessor has good and marketable title to the Premises free and clear of any liens or mortgages except those matters which are of public record as of the Effective Date; and (c) there is direct legal ingress and egress to the Premises for Lessee's use for vehicles and pedestrians from a public right-of-way. Lessor further covenants that Lessee shall have quiet enjoyment of the Premises during the term of this Agreement and any renewal thereof. For any encumbrance which is a matter of public record Lessor will promptly obtain from such encumbering entity a non disturbance agreement stating that, so long as Lessee is not in default hereunder, this Agreement will continue in full force and effect.

Lessor agrees to notify Lessee immediately if at any time during the term of this Agreement, Lessor decides to subdivide, sell, or change the status of the Premises or the Property, or if Lessor learns of any pending or threatened or contemplated actions, litigation, claims, condemnations, or other proceedings which would affect the Premises or any part of the Premises, or any land use or development proposals affecting property in the vicinity of the Property of which Lessor receives actual Notice.

6.03 Successors and Assigns. This Agreement shall run with the Property and shall be binding on and inure to the benefit of the parties, their respective successors, personal representatives and assigns. Lessee shall have the right, without prior notice to or consent by Lessor, to assign or transfer this Lease or to sublet the Premises to any parent, subsidiary or affiliate entity of Lessee, specifically including, but not limited to, the communications entities which may emerge from the joint venture pending between U S WEST, Inc. and AirTouch Communications, Inc., which assignment, transfer or sublease shall fully release Lessee from any further obligations or liability under the terms of this Lease commencing on the effective date of the assignment, transfer or sublease.

6.04 Complete Agreement. It is hereby mutually agreed and understood that this Agreement contains all agreements, promises, and understandings between Lessor and Lessee and that no other agreements, promises, or understandings shall or will be binding on either Lessor or Lessee in any dispute, controversy, or proceeding at law, and any addition, variation, or modification to this Agreement shall be void and ineffective unless in writing and signed by the parties hereto.

6.05 Applicable Law. This Agreement and the performance thereof shall be governed, interpreted, construed, and regulated by the laws of the state in which the Premises are located.

6.06 Notices. All notices and other communications required or permitted under this Agreement shall be in writing and shall be given by United States first class mail, postage prepaid, registered or certified, return receipt requested, or by hand delivery (including by means of a professional messenger service) addressed to the party for whom it is intended at its address set forth in article 1. Any such notice or other communication shall be deemed to be effective when actually received or refused. Either party may by similar notice given change the address to which future notices or other communications shall be sent.

6.07 Authority. Each of the individuals executing this Agreement on behalf of the Grantee or the Grantor represents to the other party that such individual is authorized to do so by requisite action of the party to this Agreement.

6.08 Disputes. Any claim, controversy, or dispute arising out of this Agreement shall be settled by arbitration in accordance with the applicable rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The arbitration shall be conducted in the county where the property is located.

6.09 Recording. Lessor shall execute and Lessee shall be permitted to record at any time a memorandum of this Agreement. Lessee shall also be permitted to record a notice of exercise of the Option, which shall evidence the commencement of the lease concurrent with the exercise of the Option as provided for herein. If the Option is not exercised or if the lease portion of this Agreement is terminated prior to the expiration of its term, Lessee shall record an appropriate instrument to clear the memorandum from the title to the Property.

IN WITNESS WHEREOF, the parties hereto have set their hand and affixed their respective seals the day and year first above written.

LESSOR:

ANDERSON
Name: Marvin R. and Ethel M. Anderson

Marvin R. Anderson

Ethel M. Anderson

Social Security #



Date:

May 17, 1996

LESSEE:

Name: U S WEST NewVector Group, Inc.

By: A.D.C.

Its:

Manager Cell Site Properties

Date:

5-23-96

INDIVIDUAL ACKNOWLEDGMENT

STATE OF ~~COLORADO~~ Iowa)

) ss.

COUNTY OF EL PASO Pottawattamie

On this 17 day of May, 1996 before me, the undersigned, a Notary Public in and for the State of Colorado duly commissioned and sworn, personally appeared Marvin R. Anderson and Ethel M. Anderson, the parties known to have executed the foregoing instrument and acknowledged the said instrument to be the free and voluntary act and deed of said corporation for the uses and purposes therein mentioned, and on oath stated that he/she/they is/are authorized to execute the said instrument

WITNESS my hand and official seal hereto affixed the day and year first above written.

Christine Burns-Nelson
Notary Public in and for the State of Iowa
residing at Co Bluffs Iowa
My appointment expires: _____



CORPORATE ACKNOWLEDGMENT

STATE OF WASHINGTON)

) ss.

COUNTY OF KING)

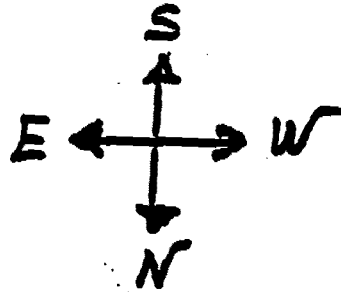
On this 23rd day of May, 1996 before me, the undersigned, a Notary Public in and for the State of Washington duly commissioned and sworn, personally appeared Anne Dobins to me known to be Manager Cell Site Properties of U S WEST NewVector Group, Inc. , the corporation that executed the foregoing instrument and acknowledged the said instrument to be the free and voluntary act and deed of said corporation for the uses and purposes therein mentioned, and on oath stated that ~~he/she/they~~ she is/~~are~~ authorized to execute the said instrument

WITNESS my hand and official seal hereto affixed the day and year first above written.



[Signature]
Notary Public in and for the State of WA
residing at King Co.
My appointment expires: 4/29/2000

EXHIBIT A



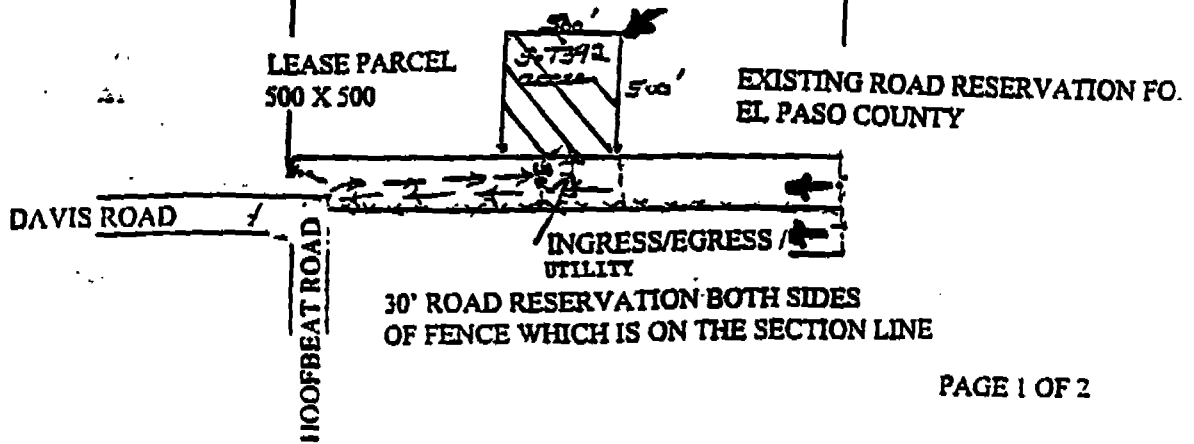
80 ACRES

LEASE PARCEL 5.7392 ACRES

INITIALS

AD
MP
LR
BR

SITE TO BE LOCATED AT HIGHEST POINT
ALONG NORTH PROPERTY LINE



LEGAL DESCRIPTION

Lot 3 and the Southeast quarter of the Northwest quarter of Section 5, Township
14 South, Range 64 West of the 6th P.M.,
County of El Paso,
State of Colorado.

(for informational purposes only) 5450 Wagon Wheel Square