

SITE LEASE AGREEMENT

Is there a lease agreement for the new monopole to be on site?

This Site Lease Agreement ("SLA") is entered into on this _____ day of _____, 2002 between the Fountain Valley Authority ("LESSOR"), and AT&T Wireless Services of Colorado, LLC d/b/a AT&T Wireless, a Delaware limited liability company, by AT&T Wireless Services, Inc., a Delaware corporation, its Member ("LESSEE").

RECITALS

WHEREAS, LESSOR owns, a parcel of land located at Fountain Valley Authority Water Treatment Plant, 13202 Dellacroce Drive, Fountain, Colorado 80817 ("the Site"), the legal description for which is attached as Exhibit A to this SLA, and

WHEREAS, the Site is situated within Clear Spring Ranch owned by the City of Colorado Springs; and

WHEREAS, LESSOR uses the Site for Water Treatment, and

WHEREAS, LESSEE is a wireless communication services provider and intends to market wireless services, and

WHEREAS, the Site will be used by LESSEE for the location of wireless communication equipment, and

WHEREAS, the Parties have executed a Master Lease Agreement ("MLA") dated _____, 2002, which terms are incorporated by reference.

NOW, THEREFORE, in exchange for the mutual covenants by reference and made a part of this agreement, and promises contained herein, the parties agree as follows:

1. PREMISES

LESSOR leases to LESSEE and LESSEE leases from LESSOR a portion of the Site, consisting of a 35' x 28' area for placement of an equipment structure, space on a Washwater Tank, and non-exclusive rights for supporting utilities and access located at 13215 Dellacroce Drive (Leased Premises) in accordance with the site plan attached as Exhibit A and for the facilities as depicted in Exhibit B.

This does not include the proposed monopole, a new lease agreement needs to be submitted.

2. RENT

a. LESSEE shall pay LESSOR one hundred eighty nine thousand six hundred dollars (\$189,600.00), subject to escalation as described in 2 e, as base rent for the Leased Premises for the ten year term.

b. Base rent shall be paid monthly at the rate of one thousand five hundred eighty dollars (\$1,580.00) payable in advance. Upon the Commencement Date, LESSEE shall pay LESSOR a prorated amount for the first month and rent for the following month. The Commencement Date is the day immediately preceding the first day LESSEE begins installation of the facilities.

Thereafter, rent shall be due and payable in advance on the last day of every month during the lease term and any renewal thereof. The total full monthly rent including base rent and rent for 2 attachments for the first lease year is One Thousand Seven Hundred Two dollars (\$1,702.00 per month).

c. The parties shall renegotiate rent for the renewal period to market rate at the time of renewal, as reasonably determined by LESSOR, in its discretion.

d. For each antenna, dish or other item of equipment installed by LESSEE, LESSEE shall pay additional rent of seven hundred thirty-two dollars (\$732.00) per item of equipment for the lease term subject to escalation as set forth in 2e. The additional rent shall be paid monthly in advance at the rate of sixty-one dollars (\$61.00) per month per attachment for the first year. The initial additional rent is \$122.00/month for the 2 antenna panels depicted in Exhibit B. For additional equipment installed after the Commencement Date, the additional rent shall be paid in advance monthly prior to installation of the additional equipment. If LESSEE removes any such additional equipment, the additional rent shall be reduced accordingly and any partial months shall be prorated accordingly.

e. Base rent and rent for the attachments shall escalate annually as described in Section 5 of the MLA. The escalator chosen by LESSEE for this SLA is 5% (Five Percent).

f. If required by LESSOR or through the zoning approval process, LESSEE shall provide LESSOR with landscaping at the Site.

g. LESSOR shall cooperate to allow preliminary radio testing and a site inspection prior to the signing of the SLA. Upon submitting drawings to LESSOR for review and approval, LESSEE shall pay a non-refundable plan review fee of one thousand five hundred dollars (\$1,500). Also upon submittal of drawings to LESSOR for review, LESSEE shall pay a non-refundable lease deposit in the amount of three thousand five hundred dollars (\$3,500.00). This deposit shall be credited against LESSEE's initial lease payments. LESSOR shall not commence any plan review until payment of the fee and the deposit. In the event that LESSOR concludes the Site is not physically or operationally suitable or in the event that LESSEE cannot secure other necessary approvals including zoning approval, LESSOR shall refund the fee and deposit. In the event that LESSEE concludes the Site is not physically or operationally suitable, LESSEE shall provide a written engineer's report confirming the unsuitability. Otherwise, the fee and deposit are non-refundable.

3. TERM

The base term is for a period of ten (10) years with a five (5) year renewal term option as provided in the MLA.

4. SECURITY AND ACCESS REQUIREMENTS

Subject to security restrictions imposed by Colorado Springs Utilities or LESSOR, LESSEE shall have emergency access to the Site 24 hours per day, 7 days per week. LESSOR shall make reasonable efforts to provide routine access to the Site upon LESSEE's request, but may not be able to accommodate all access requests, especially after hours, weekends and upon short notice. LESSOR

d. This SLA shall be construed in accordance with the laws of the State of Colorado. Any judicial action or proceeding concerning this agreement will be brought in the District Court for the County of El Paso unless otherwise mandated by federal law in which case the matter will be brought in the federal district court for the State of Colorado.

e. If any term of this SLA is found to be void or invalid, such invalidity shall not affect the remaining terms of this SLA, which shall continue in full force and effect.

f. Enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the parties, and nothing contained in this Agreement shall give or allow any such claim or right of action by any other or third person or entity on such Agreement. It is the express intention of the Parties hereto that any person or entity, other than the Parties to this Agreement, receiving services or benefits under this Agreement shall be deemed to be incidental beneficiaries only.

13. EFFECTIVE DATE

This agreement is deemed to be effective as of the ___ day of _____, 2002, and shall continue in effect through the ___ day of _____, 2012, unless extended or sooner terminated in accord with the terms of this Agreement.

FOUNTAIN VALLEY AUTHORITY

By: *Cynthia Mitchell*
Title: Vice-President _____
Date: *July 31, 2002*

*Signed before me on
July 31, 2002
Barbara A. Schneider*

MY COMMISSION EXPIRES 03/13/2008

AT&T WIRELESS SERVICES OF
COLORADO, LLC, d/b/a AT&T Wireless,
A Delaware Limited Liability Company

By: AT&T WIRELESS SERVICE, INC.
A Delaware Corporation, Its Member
By: *Jessie Ward*
Title: *Director Implementation*
Date: *8/2/02*

*Signed on 8/2/02
Bethany A. Davison*



