



SCORE REPORT - LIMITED 20 YEAR SEARCH

Client: American Tower Corporation
Tower Name: Monument CO
Tower #: 302418
TitleVest's File #: S-CO-587554

Property Address: 970 Corral Valley Road, Colorado Springs, CO 80929

APN / Parcel ID #: 71023000001

Record Owner: INTERSTATE 25 PROPERTIES, LTD

SEE CHAIN OF TITLE

Title Searched From: 3/1/1997 **To:** 3/15/2017

Real Estate Taxes:

Assessed Owner: INTERSTATE 25 PROPERTIES, LTD
Annual Amount: \$4,286.56 **Year:** 2016 **Are Taxes Current:** Yes
Next Due: Paid in full. Next due unavailable.

Tax Authority:

El Paso County Assessor
1675 W. Garden of The Gods Road Suite 2300
Colorado Springs, CO 80907
(719) 520-6600

Mortgages:

None Found of Record.

Liens/Judgments:

None Found of Record.

Lease/Easements:

1. Memorandum of Agreement by and between Interstate 25 Properties, Ltd. and Nextel West Corp. recorded 10/20/1999 in Document Number 099162757.
2. Amended Memorandum of Lease by and between Interstate 25 Properties, Ltd. and SpectraSite Communications, LLC recorded 4/21/2008 in Document Number 208044753.



3. Fourth Amendment to Site Lease with Option by and between Interstate 25 Properties, Ltd. and T-Mobile West Corporation recorded 2/16/2011 in Document Number 211017311.
4. Short Form Amendment to Site Lease with Option and Right of First Refusal by and between Interstate 25 Properties, Ltd. and T-Mobile West Tower LLC recorded 8/21/2013 in Document Number 213107440.
5. Memorandum of Lease by and between Interstate 25 Properties, Ltd. and SpectraSite Communications, LLC recorded 12/7/2013 in Document Number 213148243.
6. There are no other easements or restrictions found of record.

Other:

1. Articles of Organization recorded 4/18/1997 in Document Number 097044017.
2. Memorandum of Limited Partnership recorded 5/2/1997 in Document Number 097049582.
3. Statement of Authority recorded 11/20/2003 in Document Number 203272666.
4. Resolution and Consent Affidavit recorded 12/17/2013 in Document Number 213148244.

Chain of Title:

1. Deed from Mountain View Feed & Grain Inc. to Interstate 25 Properties, LTD dated 8/15/1988 and recorded 8/15/1988 in Book 5543 at Page 226.
2. Deed from Mountain View Feed & Grain Inc. to Interstate 25 Properties, LTD dated 4/29/1988 and recorded 4/29/1988 in Book 5501 at Page 684.



Legal Description:

That portion of the Southwest of Section 20, Township 14 South, Range 66 West of the 6th P.M., lying between the North line of the Denver and Rio Grande Railroad right-of-way and the South line of the Atchison, Topeka and Santa Fe Railroad right-of-way. Said property is adjacent to the East line of the aforementioned Southwest quarter. The City of Colorado Springs will retain all easement rights over, under and across said property for the present and future.

And:

That portion of the West half of the Northwest quarter of Section 2 lying West of Interstate Highway No. 25 and that portion of the West half of the Southwest quarter of Section 2 and of the East half of the Southeast quarter of Section 3 in Township 11 South, Range 67 West of the 6th P.M., all more particularly described as follows:

Beginning at a point on the Westerly line of said Section 2 that is 30 feet South of the Northwest corner of said Section 2; thence on a line that is parallel to and 30 feet South of the North line of said Section 2, North 89° 12' East, 584.4 feet; thence South 84 ° 20' East along the right of way of Interstate Highway No. 25, 132.10 feet; thence continue on said right of way line South 55° 01' 40" East, 76.8 feet; thence along said right of way line South 4° 36' MME, 500 East; thence continuing along said right of way, Southerly, to the South line of the West half of the Southwest quarter of said Section 2; thence along said South line, South 89° 41' West, 450.5 feet to the Southwest corner of said Section 2; thence North 2° 30' West, 393.61 feet; thence North 56° 59' West, 309.7 feet; thence North 7° 33' East, 193.38 feet; thence North 29 ° 5' East, 349.31 feet; thence North 16° 50' East, 281.11 feet; thence North 26 ° 53' East, 502.06 feet; thence North 40 ° 58' West, 507.05 feet; thence North 22 ° 06' West, 402.85 feet more or less to the Northwest corner of the West half of the Southwest quarter of said Section 2; thence North along the West line of the Northwest quarter of Section 2 to the point of beginning and excepting those portions deeded to Phillip I. and Rosalind M. Caleb recorded in Book 2270 at Page. 475 and to Vumore-Video Corp. of Colorado, Inc. recorded in Book 2313 at Page 409 and to the Town of Monument recorded in Book 2997 at Page 345 and further excepting any portion lying within the County Road known as Beacon Lite Road, El Paso County, Colorado,, containing 67.72 acres more or less.



VESTING DEED

01735273

88 AUG 15 PM 1:27

ARDIS W. SCHMITT
EL PASO COUNTY
CLERK & RECORDER

BOOK 5543 PAGE 226

Filed for record the _____ day of _____ A.D. 19____ at _____ o'clock _____ M.

No. _____

RECORDED

Warranty Deed

3.00

KNOW ALL MEN BY THESE PRESENTS, That MOUNTAIN VIEW FEED & GRAIN, INC.of the County of El Paso and State of Colorado for the
consideration of ONE DOLLAR and other valuable consideration
(\$ 1.00) dollars in hand paid hereby sell and convey toINTERSTATE 25 PROPERTIES, LTD.whose legal address is (including road or street address if applicable) 927 North Wahsatch, Colorado Springsthe following Real Property situated in the County of El Paso and State of Colorado, to wit:

That portion of the Southwest $\frac{1}{4}$ of Section 20, Township 14 South, Range 66 West of the 6th P.M., lying between the North line of the Denver and Rio Grande Railroad right-of-way and the South line of the Atchison, Topeka and Santa Fe Railroad right-of-way. Said property is adjacent to the East line of the aforementioned Southwest quarter.

The City of Colorado Springs will retain all easement rights over, under and across said property for the present and future.

with all its appurtenances and warrant (s) the title to the same, subject to taxes for 1988 and subsequent years and easements and restrictions of record.

Signed and delivered this 15 day of aug 1988

STATE DOCUMENTARY

AUG 15 '88

FEE \$ NONEMOUNTAIN VIEW FEED & GRAIN, INC.BY: Scott Ferguson
Scott Ferguson, President
Connie Troth
Connie Troth, SecretarySTATE OF COLORADO
County of ARAPAHOThe foregoing instrument was acknowledged before me
this 10TH day of AUGUST 1988
by CHERYL E. DINGMAN
FOR: CONNIE TROTH

Witness my hand and official seal.

My commission expires 5-18-92Cheryl E. Dingman
NOTARY PUBLICSTATE OF COLORADO
County of EL PASOThe foregoing instrument was acknowledged before me
this _____ day of _____ 19____
by Scott Ferguson as President
and Connie Troth as Secretary of
MOUNTAIN VIEW FEED & GRAIN, INC. a corporation.

Witness my hand and official seal.

My commission expires April 29, 1990L. Ann C. Elder
NOTARY PUBLIC* IF JOINT TENANCY IS NOT DESIRED,
STRIKE PHRASE BETWEEN ASTERISKS.

01696697

88 APR 29 PM 2:22

BOOK 5501 PAGE 684

Filed for record the _____ day of _____ A.D. 19 _____ at _____ o'clock _____

No. _____

ARDIS W. SCHMITT
EL PASO COUNTY
CLERK & RECORDER

RECORDER

QUIT CLAIM DEED
(Statutory Form)

600

Know all Men by these Presents, That MOUNTAIN VIEW FEED & GRAIN, INC.

of the County of El Paso and State of Colorado, for the
 consideration of One Dollar and other good and valuable considerations, in hand paid, hereby sell and quit claim to
INTERSTATE 25 PROPERTIES, LTD., a Limited Partnership
 of the County of El Paso and State of Colorado
 whose mailing address is 927 North Wahsatch, Colorado Springs, Colorado 80903
 the following Real Property situate in the County of El Paso and State of
Colorado to wit:

SEE ATTACHED EXHIBIT A

STATE DOCUMENTS

APR 29 1988

LIES NONE

NONE

XXXXXXXXXXXXXXXXXXXX



Signed and delivered this 29th day of April, 19 88
MOUNTAIN VIEW FEED & GRAIN, INC.

BY Scott Ferguson
SCOTT FERGUSON, President

Connie Troth
CONNIE TROTH, Secretary

STATE OF COLORADO

County of _____ } ss.

The foregoing instrument was acknowledged before me this _____ day of _____, 19 _____,
 by _____

Witness my hand and official seal,
 My commission expires _____

NOTARY PUBLIC

STATE OF COLORADO, }

County of EL PASO } ss.

The foregoing instrument was acknowledged before me this 29th day of April, 19 88
 by Scott Ferguson ss. _____ President and
Connie Troth ss. _____ Secretary of
Mountain View Feed & Grain, Inc. a corporation.

Witness my hand and official seal,
 My commission expires April 18, 1990



Scott Ferguson
 NOTARY PUBLIC

*If joint tenancy is not intended, insert the phrase between the asterisks.

That portion of the West half of the Northwest quarter of Section 2 lying West of Interstate Highway No. 25 and that portion of the West half of the Southwest quarter of Section 2 and of the East half of the Southeast quarter of Section 3 in Township 11 South, Range 67 West of the 6th P.M., all more particularly described as follows:

Beginning at a point on the Westerly line of said Section 2 that is 30 feet South of the Northwest corner of said Section 2; thence on a line that is parallel to and 30 feet South of the North line of said Section 2, North 89° 12' East, 584.4 feet; thence South 84° 20' East along the right of way of Interstate Highway No. 25, 132.10 feet; thence continue on said right of way line South 44° 27' 30" East, 76.8 feet; thence along said right of way line South 4° 36' East, 500 feet; thence continuing along said right of way, Southerly, to the South line of the West half of the Southwest quarter of said Section 2; thence along said South line, South 89° 41' West, 450.5 feet to the Southwest corner of said Section 2; thence North 2° 30' West, 393.61 feet; thence North 56° 59' West, 309.7 feet; thence North 7° 33' East, 193.38 feet; thence North 29° 5' East, 349.31 feet; thence North 16° 50' East, 281.11 feet; thence North 26° 53' East, 502.06 feet; thence North 4° 58' West, 507.05 feet; thence North 22° 06' West, 402.85 feet more or less to the Northwest corner of the West half of the Southwest quarter of said Section 2; thence North along the West line of the Northwest quarter of Section 2 to the point of beginning and excepting those portions deeded to Phillip I. and Rosalind M. Caleb recorded in Book 2270 at Page 475 and to Vumore-Video Corp. of Colorado, Inc. recorded in Book 2313 at Page 409 and to the Town of Monument recorded in Book 2997 at Page 345 and further excepting any portion lying within the County Road known as Beacon Lite Road, El Paso County, Colorado, containing 67.72 acres more or less.

EXHIBIT A



TAX DATA

El Paso County, Colorado Property Tax Details

Property Taxes for 2016 Due 2017

[Display Tax Statement](#)

This information reflects current year status of tax liability, assessments due, fees, interest, and current payments received. This information is not to be used in place of a certificate of taxes due.

Parcel Information

Schedule Number: 7102300001

Owner Information

Name: INTERSTATE 25 PROPERTIES LTD
Mailing Address: 970 CORRAL VALLEY RD
COLORADO SPRINGS CO 80929-9315

Property Valuation

Total Assessed Land: \$47,460
Total Assessed Improvements: \$13,970
Total Assessed: \$61,430

[Assessment questions? Click here](#)

Value

Total Market Value: \$771,794

Property Information

Property Address: 02-11-67
Property Type: Real

Legal Description

THAT PART OF SW4NW4 + OF W2SW4 SEC 2-11-67 AND OF E2SE4 SEC 3-11-67 LY E OF CO RD + LY W OF HWY 85-87 EXSLY 310.7 FT M/L CONV BY BK 2270-475, EX TRACTS CONV BYBKS 2313-409, 2997-345

Taxes Billed

Base Tax Amount: \$4,286.59
Special Assessment Amount: \$0.00
Improvement District Amount: \$0.00
Total Current Year Taxes: \$4,286.59

Total Current Year Taxes do not reflect outstanding tax liens and delinquencies, if any.
See Alerts.

Alerts

N/A

Current Year Payments Due as of 4/10/2017

Option 1:

| Payment Type | Due Date | Taxes & Fees Due | Interest Due | Total Amount | | |
|--------------|-------------|------------------|--------------|--------------|-------|------------------------------------|
| First Half: | February 28 | \$0.00 | \$0.00 | \$0.00 | False | <input type="button" value="Pay"/> |
| Second Half: | June 15 | \$0.00 | \$0.00 | \$0.00 | False | <input type="button" value="Pay"/> |

OR

Option 2:

| Payment Type | Due Date | Taxes & Fees Due | Interest Due | Total Amount | | |
|--------------|----------|------------------|--------------|--------------|-------|------------------------------------|
| Full Amount: | May 01 | \$0.00 | \$0.00 | \$0.00 | False | <input type="button" value="Pay"/> |

Current Year Payments Received

| Date | Amount |
|------------|------------|
| 03/10/2017 | \$4,286.59 |

Prior Year(s) Transaction History

| Date | Amount |
|------------|------------|
| 03/11/2016 | \$4,283.34 |
| 03/11/2015 | \$4,229.23 |
| 03/26/2014 | \$4,248.76 |
| 04/10/2013 | \$4,342.31 |

Note: Prior years transaction history data is for a maximum of 4 years. (Starting from year 2012)

[Print This Page](#)

Please Note: This web page is best viewed in Compatability View.

Disclaimer: We have made a good-faith effort to provide you with the most recent and most accurate information available. However, if you need to use this information in any legal or official venue, you will need to obtain official copies from the Treasurer's



LEASES AND EASEMENTS

Market: Mountain Pacific
Site #: CO-0024
Site Name: Monument

J. Patrick Kelly El Paso Cty, CO
10/20/1999 10:24
Doc \$0.00 Page
Rec \$20.00 1 of 4

099162757



MEMORANDUM OF AGREEMENT

CLERK: Please return this document to: NEXTEL WEST CORP.
4643 S. Ulster Street, Suite 500
Denver, Colorado 80237
Attn.: Property Manager

This Memorandum of Agreement is entered into on this 18th day of October, 1994, by and between Interstate 25 Properties, LTD (hereinafter referred to as "Lessor"), and NEXTEL WEST CORP., a Delaware corporation d/b/a Nextel Communications, with an office at 4643 S. Ulster Street, Suite 500, Denver, Colorado 80237 (hereinafter referred to as "Lessee").

1. Lessor and Lessee entered into a Communications Site Lease Agreement ["Agreement"] on the 18th day of October 1994, for the purpose of installing, operating and maintaining a radio communications facility and other improvements. All of the foregoing are set forth in the Agreement.
2. The term of the Agreement is for five (5) years commencing on December 1, 1994, and ending on November 30, 1999 with one (1) successive five (5) year options to renew.
3. The Land which is the subject of the Agreement is described in Exhibit A annexed hereto. The portion of the Land being leased to Lessee (the "Premises") is described in Exhibit B annexed hereto.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Agreement as of the day and year first above written.

LESSOR:

Interstate 25 Properties, LTD

By: Robert Scott Ferguson
Name: Robert Scott Ferguson
Title: Gen. Partner
Date: 7-13-97

LESSEE:

NEXTEL WEST CORP., a Delaware corporation,
d/b/a Nextel Communications

By: Mark B. Nelson
Name: Mark B. Nelson
Title: Vice President
Date: 9/13/99

ORIGINAL

Market: Mountain Pacific
Site #: CO-0024
Site Name: Monument

J. Patrick Kelly El Paso Cty, CO 099162757
10/20/1999 10:24
Doc \$0.00 Page
Rec \$20.00 2 of 4

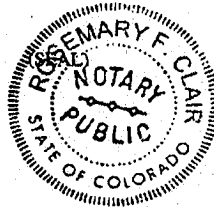
STATE OF COLORADO

COUNTY OF EL PASO

On July 13, 1999, before me, Rosemary F. Clair, Notary Public, personally appeared Robert Scott Ferguson personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument, the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Rosemary F. Clair
Notary Public Rosemary F. Clair
My commission expires: October 24, 2001



STATE OF WASHINGTON

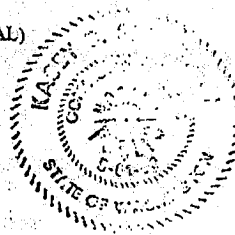
COUNTY OF KING

On 9/12/99, before me, Kasey D. Sebastian, Notary Public, personally appeared Marie Brunson personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument, the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Kasey D. Sebastian
Notary Public
My commission expires: 5/1/01

(SEAL)



ORIGINAL

J. Patrick Kelly El Paso Cty, CO
10/20/1999 10:24
Doc \$0.00 Page
Rec \$20.00 3 of 4

099162757

Market: Mountain Pacific
Site #: CO-0024
Site Name: Monument

EXHIBIT A

DESCRIPTION OF LAND

to the Agreement dated October 18, 1994 by and between Interstate 25 Properties, LTD, as Lessor, and NEXTEL WEST CORP., a Delaware corporation, d/b/a Nextel Communications, as Lessee.

The Land is described and/or depicted as follows:

A parcel of land located in the Northwest One-Quarter of Section 2, Township 11 South, Range 67 West of the Sixth Principal Meridian, County of El Paso, State of Colorado, more particularly described as follows: Commencing at the Northwest corner of said Section 2, thence S 00°05'27" E, a distance of 2,448.14 feet along the West line of said Section 2; thence S 89°49'40" E, a distance of 20.12 feet to the Southwest corner of the Vumore Video of Colorado Springs, Inc. parcel; thence S 89°49'40" E, a distance of 259.03 feet along the South line of the Vumore Video parcel; thence S 00°10'20" W, a distance of 99.72 feet along the West line of the Vumore Video parcel; thence S 89°49'40" E, a distance of 150.00 feet along the South line of the Vumore Video parcel; thence S 11°45'18" E, a distance of 78.96 feet to the true Point of Beginning; thence S 00°10'20" W, a distance of 50.00 feet; thence N 89°49'40" W, a distance of 50.00 feet; thence N 00°10'20" E, a distance of 50.00 feet; thence S 89°49'40" E, a distance of 50.00 feet to the true Point of Beginning. The above described parcel contains 2,500 square feet or 0.06 acres, more or less.

and otherwise known as: 20017 Beacon Lite Road

APN: _____

ORIGINAL

Market: Mountain Pacific
Site #: CO-0024
Site Name: Monument

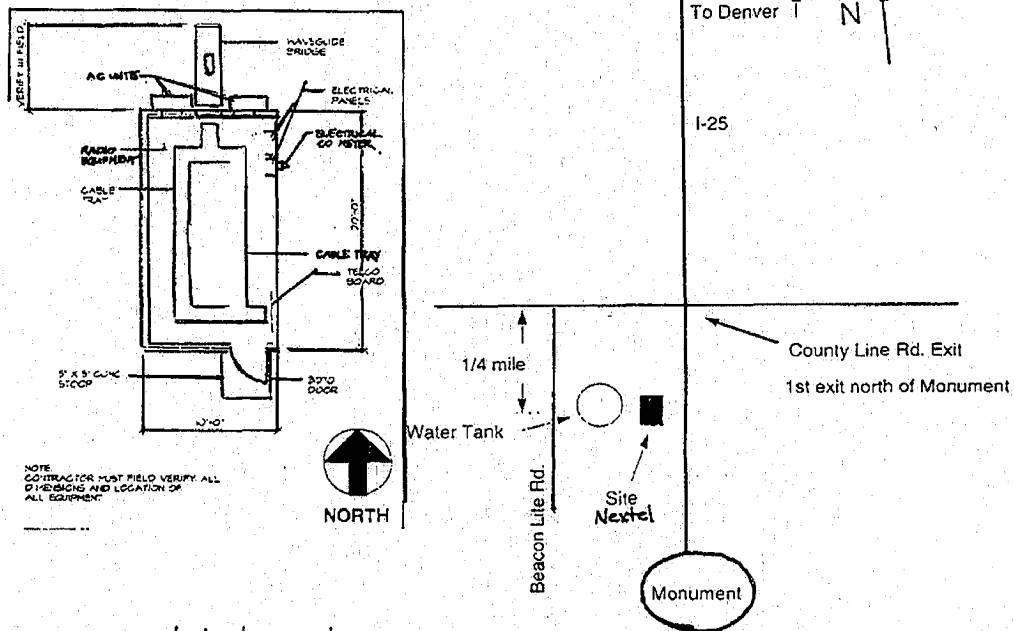
J. Patrick Kelly El Paso Cty, CO 099162757
10/20/1999 10:24
Doc \$0.00 Page
Rec \$20.00 4 of 4

EXHIBIT B

DESCRIPTION OF PREMISES

to the Agreement dated October 18, 1994 by and between Interstate 25 Properties, LTD, as Lessor, and NEXTEL WEST CORP., a Delaware corporation, d/b/a Nextel Communications, as Lessee.

The Premises are described and/or depicted as follows:



Notes:

Not to scale

1. This Exhibit may be replaced by a land survey of the Premises once it is received by Lessee.
2. Setback of the Premises from the Land's boundaries shall be the distance required by the applicable governmental authorities.
3. Width of access road shall be the width required by the applicable governmental authorities, including police and fire departments.
4. The type, number and mounting positions and locations of antennas and transmission lines are illustrative only. Actual types, numbers, and mounting positions may vary from what is shown above.

ORIGINAL

ROBERT C. "BOB" BALINK
04/21/2008 12:28:52
Doc \$0.00 Page
Reo \$36.00 1 of 7

El Paso County, CO



Prepared by

American Tower
10 Presidential Way
Woburn, MA 01801
Attn: Land Management/Sara Puffer White, Esq.
ATC Site #302418
ATC Site Name: Monument, CO
Assessor Parcel #71000-00-225

Prior Recorded Lease Reference
Book 6652, Page 745/Inst #099162757

Please Return To:
PAUL MAISANO DESIGNS
6770 BERWICK DRIVE
CLARKSTON, MI 48346

AMENDED MEMORANDUM OF LEASE

This AMENDED MEMORANDUM OF LEASE ("Memorandum") is entered into on the 3/5 day of JAN. 08, by and between Interstate 25 Properties, Ltd., a Colorado limited partnership (hereinafter referred to as "**Lessor**"), and SpectraSite Communications, LLC, a Delaware limited liability company (hereinafter referred to as "**Lessee**").

NOTICE is hereby given of the following described Lease as amended, for the purpose of recording and giving notice of the existence of said Lease. To the extent that notice of such Lease has previously been recorded, then this Memorandum shall constitute a restatement and amendment of any such prior recorded notices.

1. **Lease:** Communications Site Lease, between Lessor and OneComm Corporation, N.A., a Delaware corporation, d/b/a Nextel Communications, predecessor in interest to Lessee, entered into on April 17, 2003, as amended (the "Lease")
2. **Extended Terms:** Lessee has the option to further extend the term of the Lease for each of Two (2) successive Five (5) year terms.
3. **Final Expiration Date, if all Extended Terms are exercised:** November 30, 2024;
4. **Leased Premises:** As described in Exhibit "A," attached hereto, together with any access and utility easements. Exhibit A may be replaced by an as-built survey at Lessee's option depicting the Leased Premises, access and utilities easements and if applicable, guy wire and guy anchor easements.

5. **Incorporation:** The terms and conditions of the Lease, as amended, are hereby incorporated into this Memorandum.
6. **Effect:** This Memorandum is not a complete summary of the terms and conditions contained in the Lease. Provisions in the Memorandum should not be used in interpreting the Lease provisions. In the event of a conflict between this Memorandum and the Lease, the Lease will control.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Lessor and Lessee have each executed this Memorandum as of the day first above written.

LESSOR:

Interstate 25 Properties, Ltd.,
a Colorado limited partnership

WITNESSES:

Robert S. Ferguson
By: Robert S. Ferguson
Its: Robert S. Ferguson

Stuart D. Thomas
Signature
Print Name: STUART D. THOMAS

R.D. Thomas
Signature
Print Name: R.D. THOMAS

ACKNOWLEDGMENT

State of Colorado
County of El Paso

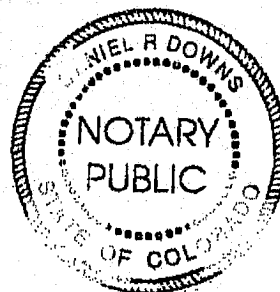
On 1/31/68, before me, Daniel R. Downs

personally appeared Robert S. Ferguson, who provide to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State that the foregoing paragraph is true and correct.

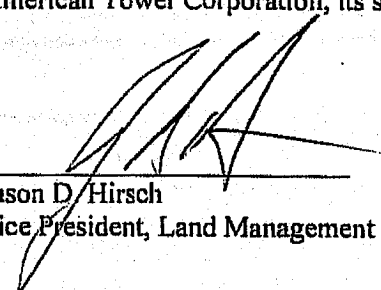
Witness my hand and official seal.

Signature [Signature] (Seal)
Print Name: Daniel R. Downs
My commission expires: 3/15/11




LESSEE:

SpectraSite Communications, LLC,
By: SpectraSite, LLC, its sole Member and Manager
By: American Tower Corporation, its sole Member and Manager


By: Jason D. Hirsch
Its: Vice President, Land Management

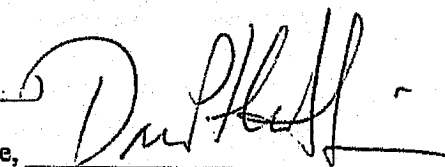
WITNESSES:


Signature
Print Name: Norbert Styble


Signature
Print Name: Terrance Wharton

LESSEE

ACKNOWLEDGMENT

State of MASS
County of Middlesex
On 3/10/09, before me, 

personally appeared Jason D. Hirsch, who provide to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State that the foregoing paragraph is true and correct.

Witness my hand and official seal. ✓

Signature  (Seal)

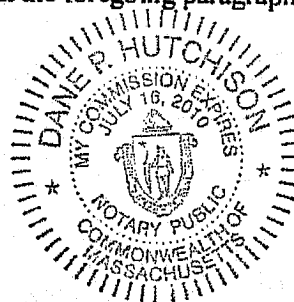


EXHIBIT A

This Exhibit A May be Replaced by an As-Built Survey at Lessee's Option depicting the Leased Premises, Access and Utilities Easements and if applicable, guy wire and guy anchor easements

PARENT PARCEL LEGAL DESCRIPTION

PARENT PARCEL book 5501 page 684

That portion of the West half of the Northwest quarter of Section 2 lying West of Interstate Highway No. 25 and that portion of the West half of the Southwest quarter of Section 2 and of the East half of the Southeast quarter of Section 3 in Township 11 South, Range 67 West of the 6th P.M., all more particularly described as follows:

Beginning at a point on the Westerly line of said Section 2 that is 30 feet south of the Northwest corner of said Section 2; Thence on a line that is parallel to and 30 feet South of the North line of said Section 2, North 89 degrees 12 minutes East, 584.4 feet; Thence South 84 degrees 20 minutes East along the right of way of Interstate Highway No. 25, 132.10 feet; Thence continue on said right of way line South 44 degrees 27 minutes 30 seconds East, 76.8 feet; Thence along said right of way line South 4 degrees 36 minutes East, 500 feet; Thence continuing along said right of way, Southerly, to the South line of the West Half of the Southwest quarter of said Section 2; Thence along said South line, South 89 degrees 41 minutes West, 450.5 feet to the Southwest corner of said section 2; Thence North 2 degrees 30 minutes West, 393.61 feet; Thence North 56 degrees 59 minutes West, 309.7 feet; Thence North 7 degrees 33 minutes East, 193.38 feet; Thence North 29 degrees 5 minutes East, 349.31 feet; Thence North 16 degrees 50 minutes East, 281.11 feet; Thence North 26 degrees 53 minutes East, 502.06 feet; Thence North 4 degrees 58 minutes West, 507.05 feet; Thence North 22 degrees 6 minutes West, 402.85 feet more or less to the Northwest corner of the West half of the Southwest quarter of said Section 2; Thence North along the West line of the Northwest quarter of Section 2 to the point of beginning and excepting those portions deeded to Phillip I. and Rosalind M. Caleb recorded in book 2270 at page 475 and to Vumore-Video Corp. of Colorado, Inc. recorded in Book 2313 at page 409 and to the Town of Monument recorded in book 2997 at page 345 and further excepting any portion lying within the County Road known as Beacon Lite Road, El Paso County, Colorado, containing 67.72 acres more or less.

EXHIBIT A
continued

LEASED PREMISES

The location of the Premises (including access easements) within the Property is more particularly described as follows:

A parcel of land located in the Northwest one-quarter of Section 2, Township 11 South, Range 67 West of the Sixth Principal Meridian, County of El Paso, State of Colorado, more particularly described as follows:

Commencing at the Northwest corner of said Section 2, Thence South zero degrees 5 minutes 27 seconds East, a distance of 2,448.14 feet along the West line of said Section 2; Thence South 89 degrees 49 minutes 40 seconds East, a distance of 20.12 feet to the Southwest corner of the Vumore Video of Colorado Springs, Inc. parcel; Thence South 89 degrees 49 minutes 40 seconds East, a distance of 259.03 feet along the South line of the Vumore Video parcel; Thence South zero degrees 10 minutes 20 seconds West, a distance of 99.72 feet along the West line of the Vumore Video parcel; Thence South 89 degrees 49 minutes 40 seconds East a distance of 150 feet along the South line of the Vumore Video parcel; Thence South 11 degrees 45 minutes 18 seconds East, a distance of 78.96 feet to the true point of beginning; Thence South zero degrees 10 minutes 20 seconds West, a distance of 50 feet; Thence North 89 degrees 49 minutes 40 seconds West, a distance of 50 feet; Thence North zero degrees 10 minutes 20 seconds East, a distance of 50 feet; Thence South 89 degrees 49 minutes 40 seconds East a distance of 50 feet to the true point of beginning. The above described parcel contains 2,500 square feet or 0.60 acres, more or less.

ACCESS AND UTILITY EASEMENT LEGAL DESCRIPTION

20 foot Ingress-Egress & Utility easement on the Interstate 25 Properties, Ltd., parcel

An easement, 20 feet in width, over and across a portion of a parcel of land as described by deed recorded in book 5501 at page 685, being a portion of the Northwest and Southwest one quarters of Section 2, and the Southeast one quarter of Section 3, Township 11 South, Range 67 West of the Sixth Principal Meridian, County of El Paso, State of Colorado, being 10 feet on either side of the following described centerline:

Commencing at the Southeast corner of the Vumore Video parcel as described by deed recorded in book 2313 at page 409; Thence North 89 degrees 49 minutes 40 seconds West, a distance of 10.22 feet to a point on the South line of the Vumore Video parcel, said point being the true point of beginning of said centerline; Thence South 11 degrees 45 minutes 18 seconds East, a distance of 78.96 feet to a point on the lease parcel, said point being North 89 degrees 49 minutes 40 seconds West, a distance of 10.22 feet from the Northeast corner of the lease parcel, and the point of terminus of this easement.

EXHIBIT A
continued

20 foot Ingress-Egress & Utility easement on the Vumore Video parcel

An easement, 20 feet in width, over and across a portion of a parcel of land as described by deed recorded in book 2313 at page 409, being a portion of the Northwest one-quarter of Section 2, Township 11 South, Range 67 West of the Sixth Principal Meridian, County of El Paso, State of Colorado, being 10 feet on either side of the following described centerline:

Commencing at the Southwest corner of the Vumore Video parcel; Thence North zero degrees 5 minutes 27 seconds West, a distance of 35 feet to a point on the West line of the Vumore Video parcel, said point being the true point of beginning of said centerline; Thence South 89 degrees 49 minutes 40 seconds East, a distance of 80 feet; Thence South 82 degrees 52 minutes 9 seconds East, a distance of 212.8 feet; Thence South 72 degrees 48 minutes 12 seconds East, a distance of 94.73 feet; Thence South 11 degrees 45 minutes 18 seconds East, a distance of 83 feet to the South line of the Vumore video parcel, said point being North 89 degrees 49 minutes 40 seconds West, a distance of 10.22 feet from the Southeast corner of the Vumore Video parcel, and the point of terminus of this easement.

**THIS DOCUMENT PREPARED BY,
and
WHEN RECORDED RETURN TO:**

Michael Fraunces, President
Md7, LLC
10590 West Ocean Air Drive
Suite 300
San Diego, CA 92130

PARCEL #: 71023-00-001

WAYNE W. WILLIAMS El Paso County, CO

02/16/2011 09:12:58 AM

Doc \$0.00

Page

Rec \$26.00

1 of 4



211017311

SPACE ABOVE FOR RECORDER'S USE

FOURTH AMENDMENT TO SITE LEASE WITH OPTION

THIS FOURTH AMENDMENT TO SITE LEASE WITH OPTION ("Fourth Amendment") is entered into effective as of November 22, 2010, by and between **Interstate 25 Properties, Ltd.**, a Colorado limited partnership ("Landlord"), whose mailing address for notices is Attn: Robert Scott Ferguson, 970 Corral Valley Road, Colorado Springs, CO 80929, and **T-Mobile West Corporation**, a Delaware corporation ("Tenant"), whose mailing address for notices is Attn: Lease Administrator and Legal Department DN01050C, 2001 Butterfield Road, Suite 1900, Downers Grove, IL 60515; with a copy to Attn: PCS Lease Administrator and Legal Department DN01050C, T-Mobile USA, Inc., 12920 SE 38th Street, Bellevue, Washington 98006.

Whereas, Landlord and Tenant (or their respective predecessors in interest) are parties to that certain Site Lease with Option dated November 4, 1996, as amended by First Amendment of Site Lease with Option dated November 26, 1997, as amended by Second Amendment to Site Lease with Option dated December 6, 2006, and further amended by Third Amendment to Site Lease with Option dated October 13, 2008 (collectively, the "**Lease**"), whereby Landlord has leased to Tenant and Tenant has leased from Landlord certain premises described therein, together with all other space and access and utility easements utilized by Tenant pursuant to the provisions of the Lease (collectively, the "**Premises**"), that are a portion of that certain real property located at **2XXXX Beacon Lite Road, Monument, CO 80132** ("**Property**") described on **Exhibit A** attached hereto and incorporated herein; and

Whereas, a Memorandum of Lease has been recorded on December 23, 1996, as Document Number 096157445 in the El Paso County land records;

Whereas, Landlord and Tenant, in their mutual interest, wish to amend and hereby do amend certain provisions of the Lease on the terms and conditions set forth herein; and

Whereas, additional terms and conditions relating to this Fourth Amendment are set forth in that certain document named Fourth Amendment to Site Lease with Option (Terms and Conditions) dated effective as of November 22, 2010, by and between Landlord and Tenant ("**Fourth Amendment (Terms and Conditions)**"), which hereby is incorporated herein in its entirety.

NOW, THEREFORE, in consideration of the foregoing recitals which are incorporated herein by this reference, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant hereby agree:

1. This Fourth Amendment modifies certain of Tenant's and Landlord's rights and obligations under the Lease.

2. The current term of the Lease hereby is amended such that commencing on December 1, 2011 (the "**ExtensionDate**"), such term shall continue for five (5) years, expiring on November 30, 2016

(the "Modified Term"). Rent for any partial month or partial year of the current term prior to the Extension Date shall be prorated.

3. Upon the expiration of the Modified Term, the term of the Lease will be automatically renewed for up to four (4) additional and successive five (5)-year terms (each a "Renewal Term") without further action by Tenant on the same terms and conditions of the Lease, unless Tenant provides written notice to Landlord of its intention not to renew the Lease at least thirty (30) days prior to the end of the Modified Term or Renewal Term, as applicable.

4. Except as expressly set forth in this Fourth Amendment, the Lease otherwise is unmodified and remains in full force and effect. In the event of any inconsistencies between this Fourth Amendment and the Lease, the terms of this Fourth Amendment shall govern and control.

IN WITNESS WHEREOF, the parties have executed this Fourth Amendment on the day and year first above written.

LANDLORD:

Interstate 25 Properties, Ltd.,
a Colorado limited partnership

By: Robert S. Ferguson
Robert S. Ferguson, General Partner

TENANT:

T-Mobile West Corporation,
a Delaware corporation

By: Kim Curtis

Print Name: Kim Curtis

Title: Director - Engineering Development

APPROVED as to form

Daniel W. Granquist

LANDLORD ACKNOWLEDGEMENT

STATE OF Colorado)

COUNTY OF El Paso)

On 11/29, 2010 before me, [print name and title of notarial

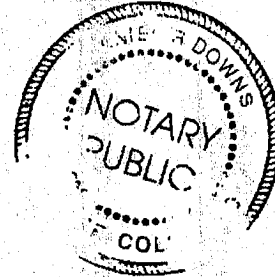
officer here:] Daniel R. Downs, who proved to me on personally appeared Robert S. Ferguson, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature [Signature]

Daniel R. Downs, Notary Public, State of Colorado
My commission expires: 3/15/11

March 15, 2011



(Seal)

TENANT ACKNOWLEDGEMENT

STATE OF ILLINOIS)

COUNTY OF DUPAGE)

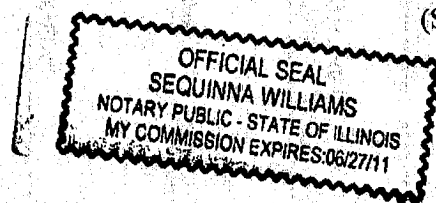
I certify that I know or have satisfactory evidence that Kim Curtis is the person who appeared before me, and said person acknowledged that she signed this instrument, on oath stated that she was authorized to execute the instrument and acknowledged it as **Director - Engineering Development** of T-Mobile West Corporation as the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated 6/19/2011

Signature [Signature]

Title: Notary Public

My commission expires: 6/27/2011



(Seal)

EXHIBIT A

LEGAL DESCRIPTION

Street Address: 2XXXX Beacon Lite Road, Monument, CO 80132

Parcel #: 71023-00-001

Legal Description:

That certain communications facility site (and access and utility easements) on a portion of the real property described as follows:

That portion of the West half of the Northwest quarter of Section 2 lying West of Interstate Highway No. 25 and that portion of the West half of the Southwest quarter of Section 2 and of the East half of the Southeast quarter of Section 3 in Township 11 South, Range 67 West of the 6th P.M., all more particularly described as follows:

Beginning at a point on the Westerly line of said Section 2 that is 30 feet south of the Northwest corner of said Section 2; Thence on a line that is parallel to and 30 feet South of the North line of said Section 2, North 89 degrees 12 minutes East, 584.4 feet; Thence South 84 degrees 20 minutes East along the right of way of Interstate Highway No. 25, 132.10 feet; Thence continue on said right of way line South 44 degrees 27 minutes 30 seconds East, 76.8 feet; Thence along said right of way line South 4 degrees 36 minutes East, 500 feet; Thence continuing along said right of way, Southerly, to the South line of the West Half of the Southwest quarter of said Section 2; Thence along said South line, South 89 degrees 41 minutes West, 450.5 feet to the Southwest corner of said section 2; Thence North 2 degrees 30 minutes West, 393.61 feet; Thence North 56 degrees 59 minutes West, 309.7 feet; Thence North 7 degrees 33 minutes East, 193.38 feet; Thence North 29 degrees 5 minutes East, 349.31 feet; Thence North 16 degrees 50 minutes East, 281.11 feet; Thence North 26 degrees 53 minutes East, 502.06 feet; Thence North 4 degrees 58 minutes West, 507.05 feet; Thence North 22 degrees 6 minutes West, 402.85 feet more or less to the Northwest corner of the West half of the Southwest quarter of said Section 2; Thence North along the West line of the Northwest quarter of Section 2 to the point of beginning and excepting those portions deeded to Phillip I. and Rosalind M. Caleb recorded in book 2270 at page 475 and to Vumore-Video Corp. of Colorado, Inc. recorded in Book 2313 at page 409 and to the Town of Monument recorded in book 2997 at page 345 and further excepting any portion lying within the County Road known as Beacon Lite Road, El Paso County, Colorado, containing 67.72 acres more or less.

WHEN RECORDED RETURN TO:

After Recording Return to:
Crown Castle
1220 Augusta, Suite 500
Houston, TX 77057
Attn: PEP

Prepared by:
Lake & Cobb, PLC
1095 W. Rio Salado Pkwy, Suite 206
Tempe, AZ 85281

Space above this line for Recorder's Use

A.P.N. 7102300001

Prior recorded document(s) in El Paso County, Colorado:
None known

SHORT FORM AMENDMENT TO
SITE LEASE WITH OPTION
AND RIGHT OF FIRST REFUSAL

This Short Form Amendment is made effective this 6 day of Aug., 2013 by and between INTERSTATE 25 PROPERTIES, LTD., a Colorado limited partnership, with a mailing address of 970 Corral Valley Road, Colorado Springs, Colorado 80929 (hereinafter referred to as "Landlord") and T-MOBILE WEST TOWER LLC, a Delaware limited liability company, by and through its Attorney In Fact, CCTMO LLC, a Delaware limited liability company, with a mailing address of 2000 Corporate Drive, Canonsburg, Pennsylvania 15317 (hereinafter referred to as "Tenant").

1. Landlord and Western PCS III License Corporation, a Delaware corporation ("Original Tenant") entered into a Site Lease With Option dated November 4, 1996 (the "Original Lease"), whereby Original Tenant leased certain real property, together with access and utility easements, located in El Paso County, Colorado from Landlord (the "Premises"), all located within certain real property owned by Landlord ("Landlord's Property"). Landlord's

Property, of which the Premises is a part, is more particularly described on Exhibit A attached hereto.

2. The Original Lease was amended by that certain First Amendment of Site Lease With Option dated November 26, 1997 ("First Amendment"), by that certain Second Amendment to Site Lease With Option dated December 6, 2006 ("Second Amendment"), and by that certain Third Amendment to Site Lease With Option dated July 25, 2008 ("Third Amendment") (hereinafter the Original Lease and all subsequent amendments are collectively referred to as the "Lease").

3. T-Mobile West Tower LLC is currently the Tenant under the Lease as successor in interest to the Original Tenant.

4. The Lease had an initial term that commenced on November 25, 1996 and expired on November 30, 2001. The Lease, as amended, provides for three Renewal Terms of five years each, all of which were exercised by Tenant. According to the Lease, the final Renewal Term expires November 30, 2016.

5. Landlord and Tenant have entered into a Fourth Amendment to Site Lease With Option (the "Fourth Amendment"), of which this is a Memorandum, providing for four additional Renewal Terms of five years each. Pursuant to the Fourth Amendment, the final Renewal Term expires on November 30, 2036.

6. Landlord hereby grants and conveys to Tenant and its successors and assigns a right of first refusal to purchase all, or a portion, of the Landlord's Property under the following terms:

If Landlord receives an offer from any person or entity that owns towers or other wireless telecommunications facilities (or is in the business of acquiring Landlord's interest in the Lease) to purchase fee title, an easement, a lease, a license, or any other interest in the Premises, or Landlord's interest in the Lease, or an option for any of the foregoing, Landlord shall provide written notice to Tenant of said offer, and Tenant shall have a right of first refusal to acquire such interest on the same terms and conditions in the offer, excluding any terms or conditions which are (i) not imposed in good faith or (ii) directly or indirectly

designed to defeat or undermine Tenant's possessory or economic interest in the Premises. If Landlord's notice covers portions of Landlord's Property beyond the Premises, Tenant may elect to acquire an interest in only the Premises, and the consideration shall be pro-rated on an acreage basis. Landlord's notice shall include the prospective buyer's name, the purchase price and/or other consideration being offered, the other terms and conditions of the offer, the due diligence period, the proposed closing date and, if a portion of Landlord's Property is to be sold, leased or otherwise conveyed, a description of said portion. If the Landlord's notice shall provide for a due diligence period of less than sixty (60) days, then the due diligence period shall be extended to be sixty (60) days from exercise of the right of first refusal and closing shall occur no earlier than fifteen days thereafter. If Tenant does not exercise its right of first refusal by written notice to Landlord given within thirty (30) days, Landlord may convey the property as described in the Landlord's notice. If Tenant declines to exercise its right of first refusal, then the Lease shall continue in full force and effect and Tenant's right of first refusal shall survive any such conveyance. Tenant shall have the right, at its sole discretion, to assign the right of first refusal to any person or entity, either separate from an assignment of the Lease or as part of an assignment of the Lease. Such assignment may occur either prior to or after Tenant's receipt of Landlord's notice and the assignment shall be effective upon written notice to Landlord

7. The terms, covenants and provisions of this Short Form Amendment shall extend to and be binding upon the respective executors, administrators, heirs, successors and assigns of Landlord and Tenant.

8. This Short Form Amendment does not contain the social security number of any person.

9. This Short Form Amendment is part of and shall be construed in connection with that certain Fourth Amendment of Site Lease With Option between Landlord and Tenant, of even date herewith, to which reference should be made for additional rights and obligations of Landlord and Tenant. A copy of the Fourth Amendment is on file with Landlord and Tenant.

[Execution Pages Follow]

IN WITNESS WHEREOF, hereunto and to duplicates hereof, Landlord and Tenant have caused this Memorandum to be duly executed on the day and year first written above.

LANDLORD:

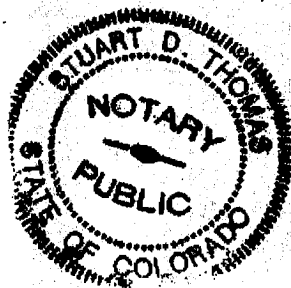
INTERSTATE 25 PROPERTIES, LTD., a
Colorado limited partnership

By: Robert Ferguson
Print Name: Robert Ferguson
Title: Gen Partner

STATE OF COLORADO)
)ss.
COUNTY OF EL PASO)

The foregoing Memorandum of Fourth Amendment to Site Lease With Option was acknowledged before me this 6th day of August 2013, by Robert Ferguson, the General Partner of INTERSTATE 25 PROPERTIES, LTD..

Notary Seal



Stuart D Thomas
(Signature of Notary)

My Commission Expires: 3/5/2016

T-MOBILE WEST TOWER LLC:
T-MOBILE WEST TOWER LLC, a Delaware
limited liability company

By: CCTMO LLC, a Delaware limited
liability company
Its: Attorney In Fact

By: C. Smith
Print Name: Ellie Smith
Title: Real Estate Transaction Supervisor Manager
8/12/13

STATE OF Texas)
COUNTY OF Harris) ss.

The foregoing Memorandum of Fourth Amendment to Site Lease With Option was
acknowledged before me this 12 day of August 2013, by Helen Smith
the RET manager of CCTMO LLC.

Notary Seal



Sarah E. Scopel
(Signature of Notary)

My Commission Expires: 8.8.15

EXHIBIT A
(Legal Description of Landlord's Property)

That portion of the West half of the Northwest quarter of Section 2 lying West of Interstate Highway No. 25 and that portion of the West half of the Southwest quarter of Section 2 and of the East half of the Southeast quarter of Section 3 in Township 11 South, Range 67 West of the 6th P.M., all more particularly described as follows:

Beginning at a point on the Westerly line of said Section 2 that is 30 feet south of the Northwest corner of said Section 2; thence on a line that is parallel to and 30 feet South of the North line of said Section 2, North 89°12' East, 584.4 feet; thence South 84°20' East along the right-of-way of Interstate Highway No. 25, 132.10 feet; thence continue on said right-of-way line South 44°27'30" East, 76.8 feet; thence along said right-of-way line South 4°36' East, 500 feet; thence continuing along said right-of-way, Southerly, to the South line of the West Half of the Southwest quarter of said Section 2; thence along said South line, South 89°41' West, 450.5 feet to the Southwest corner of said Section 2; thence North 2°30' West, 393.61 feet; thence North 56°59' West, 309.7 feet; thence North 7°33' East, 193.38 feet; thence North 29°5' East, 349.31 feet; thence North 16°50' East, 281.11 feet; thence North 26°53' East, 502.06 feet; thence North 4°58' West, 507.05 feet; thence North 22°6' West, 402.85 feet more or less to the Northwest corner of the West half of the Southwest quarter of said Section 2; thence North along the West line of the Northwest quarter of Section 2 to the Point of Beginning and EXCEPTING those portions deeded to Phillip I. and Rosalind M. Caleb recorded in book 2270 at page 475 and to Vumore-Video Corp. of Colorado, Inc. recorded in Book 2313 at page 409 and to the Town of Monument recorded in book 2997 at page 345 and FURTHER EXCEPTING any portion lying within the County Road known as Beacon Lite Road, El Paso County, Colorado, containing 67.72 acres more or less.

Prepared by and Return to:

American Tower
10 Presidential Way
Woburn, MA 01801
Attn: Land Management/Anil J. Makhija, Esq.
ATC Site No: 302418
ATC Site Name: Monument CO
Assessor's Parcel No(s): 71023-00-001

Prior Recorded Lease Reference:

Document No: 099162757

Prior Recorded AMD Reference:

Document No: 208044753
State of Colorado
County of El Paso

MEMORANDUM OF LEASE

This Memorandum of Lease (the "Memorandum") is entered into on the 19th day of November, 2013 by and between Interstate 25 Properties, Ltd., a Colorado limited partnership ("Landlord") and SpectraSite Communications, LLC, a Delaware limited liability company ("Tenant").

NOTICE is hereby given of the Lease (as defined and described below) for the purpose of recording and giving notice of the existence of said Lease. To the extent that notice of such Lease has previously been recorded, then this Memorandum shall constitute an amendment of any such prior recorded notice(s).

1. **Parent Parcel and Lease.** Landlord is the owner of certain real property being described in Exhibit A attached hereto and by this reference made a part hereof (the "Parent Parcel"). Landlord (or its predecessor-in-interest) and Tenant (or its predecessor-in-interest) entered into that certain Communications Site Lease dated October 18, 1994 (as the same may have been amended, renewed, extended, restated, and/or modified from time to time, 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, all as more particularly described in the Lease (such leasehold and easement rights and interests, collectively, the "Leased Premises"), which Leased Premises is also described on Exhibit A.
2. **Expiration Date.** Subject to the terms, provisions, and conditions of the Lease, and assuming the exercise by Tenant of all renewal options contained in the Lease, the final expiration date of the Lease would be November 30, 2039. Notwithstanding the foregoing, in no event shall Tenant be required to exercise any option to renew the term of the Lease.
3. **Leased Premises Description.** Tenant shall have the right, exercisable by Tenant at any time during the original or renewal terms of the Lease, to cause an as-built survey of the Leased Premises to be prepared and, thereafter, to replace, in whole or in part, the description(s) of the Leased Premises set forth on Exhibit A with a legal description or legal descriptions based upon such as-built survey. Upon Tenant's request, Landlord shall execute and deliver any documents reasonably necessary to effectuate such replacement, including, without limitation, amendments to this Memorandum and to the Lease.
4. **Right of First Refusal.** There is a right of first refusal in the Lease.

Site No: 302418
Site Name: Monument CO

Prepared by and Return to:

American Tower
10 Presidential Way
Woburn, MA 01801
Attn: Land Management/Anil J. Makhija, Esq.
ATC Site No: 302418
ATC Site Name: Monument CO
Assessor's Parcel No(s): 71023-00-001

Prior Recorded Lease Reference:

Document No: 099162757

Prior Recorded AMD Reference:

Document No: 208044753
State of Colorado
County of El Paso

ATC-293240-C

MEMORANDUM OF LEASE

This Memorandum of Lease (the "**Memorandum**") is entered into on the 19th day of November, 2013 by and between **Interstate 25 Properties, Ltd.**, a Colorado limited partnership ("**Landlord**") and **SpectraSite Communications, LLC**, a Delaware limited liability company ("**Tenant**").

NOTICE is hereby given of the Lease (as defined and described below) for the purpose of recording and giving notice of the existence of said Lease. To the extent that notice of such Lease has previously been recorded, then this Memorandum shall constitute an amendment of any such prior recorded notice(s).

1. **Parent Parcel and Lease.** Landlord is the owner of certain real property being described in **Exhibit A** attached hereto and by this reference made a part hereof (the "**Parent Parcel**"). Landlord (or its predecessor-in-interest) and Tenant (or its predecessor-in-interest) entered into that certain Communications Site Lease dated October 18, 1994 (as the same may have been amended, renewed, extended, restated, and/or modified from time to time, 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, all as more particularly described in the Lease (such leasehold and easement rights and interests, collectively, the "**Leased Premises**"), which Leased Premises is also described on **Exhibit A**.
2. **Expiration Date.** Subject to the terms, provisions, and conditions of the Lease, and assuming the exercise by Tenant of all renewal options contained in the Lease, the final expiration date of the Lease would be November 30, 2039. Notwithstanding the foregoing, in no event shall Tenant be required to exercise any option to renew the term of the Lease.
3. **Leased Premises Description.** Tenant shall have the right, exercisable by Tenant at any time during the original or renewal terms of the Lease, to cause an as-built survey of the Leased Premises to be prepared and, thereafter, to replace, in whole or in part, the description(s) of the Leased Premises set forth on **Exhibit A** with a legal description or legal descriptions based upon such as-built survey. Upon Tenant's request, Landlord shall execute and deliver any documents reasonably necessary to effectuate such replacement, including, without limitation, amendments to this Memorandum and to the Lease.
4. **Right of First Refusal.** There is a right of first refusal in the Lease.

Site No: 302418
Site Name: Monument CO

5. **Effect/Miscellaneous.** This Memorandum is not a complete summary of the terms, provisions and conditions contained in the Lease. In the event of a conflict between this Memorandum and the Lease, the Lease shall control. Landlord hereby grants the right to Tenant to complete and execute on behalf of Landlord any government or transfer tax forms necessary for the recording of this Memorandum. This right shall terminate upon recording of this Memorandum.
6. **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: 970 Corral Valley Rd., Colorado Springs, CO 80929, To Tenant at: Attn: Land Management 10 Presidential Way, Woburn, MA 01801, with copy to: Attn Legal Dept. 116 Huntington Avenue, Boston, MA 02116. Any of the parties hereto, by thirty (30) days prior written notice to the other 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.
7. **Counterparts.** This Memorandum may be executed in multiple 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.
8. **Governing Law.** This Memorandum 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.

[SIGNATURES FOLLOW ON NEXT PAGE]

IN WITNESS WHEREOF, Landlord and Tenant have each executed this Memorandum as of the day first above written.

LANDLORD

Interstate 25 Properties, Ltd.
a Colorado limited partnership

Signature: Robert S. Ferguson
Print Name: ROBERT S. FERGUSON
Title: Gen. Partner
Date: 10-28-13

WITNESS

Signature: Stuart D. Thomas
Print Name: STUART D. THOMAS
Signature: _____
Date: _____

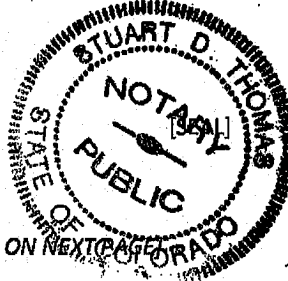
WITNESS AND ACKNOWLEDGEMENT

State/Commonwealth of Colorado
County of El Paso

On this 28 day of October, 2013, before me, the undersigned Notary Public, personally appeared Robert S. Ferguson, general partner, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s) or the entity upon which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Stuart D. Thomas
Notary Public
Print Name: STUART D. THOMAS
My commission expires: 3/5/2016



[SIGNATURES CONTINUE ON NEXT PAGE]

TENANT

SpectraSite Communications, LLC
a Delaware limited liability company

Signature: [Signature]
Print Name: Shawn Lanier
Title: Vice President Legal
Date: 11-19-2013

WITNESS

Signature: [Signature]
Print Name: Michelle Montgomery
Signature: [Signature]
Date: 11-19-2013

WITNESS AND ACKNOWLEDGEMENT

Commonwealth of Massachusetts

County of Middlesex

On this 19th day of November, 2013, before me, the undersigned Notary Public, personally appeared Shawn Lanier, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s) or the entity upon which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Notary Public
Print Name: Ryan L. Cullinan
My commission expires: 10/23/2020



RYAN L. CULLINAN
Notary Public
Commonwealth of Massachusetts
My Commission Expires
October 23, 2020

[SEAL]

Site No: 302418
Site Name: Monument CO

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 described below.

That portion of the West half of the Northwest quarter of Section 2 lying West of Interstate Highway No. 25 and that portion of the West half of the Southwest quarter of Section 2 and of the East half of the Southeast quarter of Section 3 in Township 11 South, Range 67 West of the 6th P.M., all more particularly described as follows:

Beginning at a point on the Westerly line of said Section 2 that is 30 feet south of the Northwest corner of said Section 2; Thence on a line that is parallel to and 30 feet South of the North line of said Section 2, North 89 degrees 12 minutes East, 584.4 feet; Thence South 84 degrees 20 minutes East along the right of way of Interstate Highway No. 25, 132.10 feet; Thence continue on said right of way line South 44 degrees 27 minutes 30 seconds East, 76.8 feet; Thence along said right of way line South 4 degrees 36 minutes East, 500 feet; Thence continuing along said right of way, Southerly, to the South line of the West Half of the Southwest quarter of said Section 2; Thence along said South line, South 89 degrees 41 minutes West, 450.5 feet to the Southwest corner of said section 2; Thence North 2 degrees 30 minutes West, 393.61 feet; Thence North 36 degrees 59 minutes West, 309.7 feet; Thence North 7 degrees 33 minutes East, 193.38 feet; Thence North 29 degrees 5 minutes East, 349.31 feet; Thence North 16 degrees 50 minutes East, 281.11 feet; Thence North 26 degrees 53 minutes East, 502.06 feet; Thence North 4 degrees 58 minutes West, 507.05 feet; Thence North 22 degrees 6 minutes West, 402.85 feet more or less to the Northwest corner of the West half of the Southwest quarter of said Section 2; Thence North along the West line of the Northwest quarter of Section 2 to the point of beginning and excepting those portions deeded to Phillip I. and Rosalind M. Caleb recorded in book 2270 at page 475 and to Vumore-Video Corp. of Colorado, Inc. recorded in Book 2313 at page 409 and to the Town of Monument recorded in book 2997 at page 345 and further excepting any portion lying within the County Road known as Beacon Lite Road, El Paso County, Colorado, containing 67.72 acres more or less.

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. The Square footage of the Leased Premises shall be the greater of: (i) 2,500 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 located in the Northwest one-quarter of Section 2, Township 11 South, Range 67 West of the Sixth Principal Meridian, County of El Paso, State of Colorado, more particularly described as follows:

Commencing at the Northwest corner of said Section 2, Thence South zero degrees 5 minutes 27 seconds East, a distance of 2,448.14 feet along the West line of said Section 2; Thence South 89 degrees 49 minutes 40 seconds East, a distance of 20.12 feet to the Southwest corner of the Vumore Video of Colorado Springs, Inc. parcel; Thence South 89 degrees 49 minutes 40 seconds East, a distance of 259.03 feet along the South line of the Vumore Video parcel; Thence South zero degrees 10 minutes 20 seconds West, a distance of 99.72 feet along the West line of the Vumore Video parcel; Thence South 89 degrees 49 minutes 40 seconds East a distance of 150 feet along the South line of the Vumore Video parcel; Thence South 11 degrees 45 minutes 18 seconds East, a distance of 78.96 feet to the true point of beginning; Thence South zero degrees 10 minutes 20 seconds West, a distance of 50 feet; Thence North 89 degrees 49 minutes 40 seconds West, a distance of 50 feet; Thence North zero degrees 10 minutes 20 seconds East, a distance of 50 feet; Thence South 89 degrees 49 minutes 40 seconds East a distance of 50 feet to the true point of beginning. The above described parcel contains 2,500 square feet or 0.60 acres, more or less.

Site No: 302418

Site Name: Monument CO

EXHIBIT A (continued)

ACCESS AND UTILITIES

The Access and Utilities Easements include all easements of record as well as existing access and utilities currently servicing the Leased Premises to and from a public right of way.

Over and Across the Premises

An easement, 20 feet in width, over and across a portion of a parcel of land as described by deed recorded in book 5501 at page 685, being a portion of the Northwest and Southwest one quarters of Section 2, and the Southeast one quarter of Section 3, Township 11 South, Range 67 West of the Sixth Principal Meridian, County of El Paso, State of Colorado, being 10 feet on either side of the following described centerline:

Commencing at the Southeast corner of the Vumore Video parcel as described by deed recorded in book 2313 at page 409; Thence North 89 degrees 49 minutes 40 seconds West, a distance of 10.22 feet to a point on the South line of the Vumore Video parcel, said point being the true point of beginning of said centerline; Thence South 11 degrees 45 minutes 18 seconds East, a distance of 78.96 feet to a point on the lease parcel, said point being North 89 degrees 49 minutes 40 seconds West, a distance of 10.22 feet from the Northeast corner of the lease parcel, and the point of terminus of this easement.

Over and Across the Vumore Video parcel

An easement, 20 feet in width, over and across a portion of a parcel of land as described by deed recorded in book 2313 at page 409, being a portion of the Northwest one-quarter of Section 2, Township 11 South, Range 67 West of the Sixth Principal Meridian, County of El Paso, State of Colorado, being 10 feet on either side of the following described centerline:

Commencing at the Southwest corner of the Vumore Video parcel; Thence North zero degrees 5 minutes 27 seconds West, a distance of 35 feet to a point on the West line of the Vumore Video parcel, said point being the true point of beginning of said centerline; Thence South 89 degrees 49 minutes 40 seconds East, a distance of 80 feet; Thence South 82 degrees 52 minutes 9 seconds East, a distance of 212.8 feet; Thence South 72 degrees 48 minutes 12 seconds East, a distance of 94.73 feet; Thence South 11 degrees 45 minutes 18 seconds East, a distance of 83 feet to the South line of the Vumore video parcel, said point being North 89 degrees 49 minutes 40 seconds West, a distance of 10.22 feet from the Southeast corner of the Vumore Video parcel, and the point of terminus of this easement.



OTHER

097044017

97 APR 18 PM 2:15

PATRICK HILL
EL PASO COUNTY CLERK & RECORDER

SS Form LLI (Rev. 5/5/90)

FOR OFFICE USE ONLY

Total Fees: \$50.00
 Submit original and
 one copy
 Must be Typewritten

MAIL TO:
 Colorado Secretary of State
 Corporations Office
 1560 Broadway, Suite 200
 Denver, Colorado 80202
 (303) 894-2251

19771036974 M
 \$ 50.00
 SECRETARY OF STATE
 03-11-97 10:51:04

ARTICLES OF ORGANIZATION

XDelete the undersigned natural person(s) of the age of eighteen years or more, acting as organizer(s) of a limited liability company under the Colorado Limited Liability Company Act, adopt the following Articles of Organization for such limited liability company:

FIRST: The name of the limited liability company is INTERSTATE 25 PROPERTIES NO. 2, LLC

SECOND: The period of duration is 6 years. (Not to exceed 30)

THIRD: The limited liability company is organized for Any Legal and Lawful Purpose Pursuant to the Colorado Limited Liability Company Act. A more specific purpose may be stated: To transfer, convey, purchase, lease rent, or otherwise deal in real property.

FOURTH: The street address of the initial registered office of the limited liability company is 927 N. Wahsatch, Colorado Springs, CO 80903

and the mailing address (if different from above) of the initial registered office of the limited liability company is

and the name of its initial registered agent at such address is Scott Ferguson

FIFTH: The names and business addresses of the initial manager or managers are:

| NAME | ADDRESS (include zip code) |
|----------------------------|---|
| <u>Scott Ferguson</u> | <u>927 N. Wahsatch, Colorado Springs, CO 80903</u> |
| <u>Joyce L. Kruckeberg</u> | <u>1002 Bow Creek, Duncanville, TX 75116</u> |
| <u>Rudy L. Ferguson</u> | <u>P.O. Box 871, 19575 Beacon Light Rd., Monument, CO 80132</u> |
| <u>Connie S. Peterson</u> | <u>891 E. Cottonwood Ave., Littleton, CO 80121</u> |
| <u>Robert S. Ferguson</u> | <u>970 Corral Valley Rd., Colorado Springs, CO 80909</u> |

SIXTH: The name and address of each organizer is:

| NAME | ADDRESS (include zip code) |
|----------------------------|---|
| <u>Scott Ferguson</u> | <u>927 N. Wahsatch, Colorado Springs, CO 80903</u> |
| <u>Mary E. Ferguson</u> | <u>927 N. Wahsatch, Colorado Springs, CO 80903</u> |
| <u>Joyce L. Kruckeberg</u> | <u>1002 Bow Creek, Duncanville, TX 75116</u> |
| <u>Rudy L. Ferguson</u> | <u>P.O. Box 871, 19575 Beacon Light Rd., Monument, CO 80132</u> |
| <u>Connie S. Peterson</u> | <u>891 E. Cottonwood Ave., Littleton, CO 80121</u> |
| <u>Robert S. Ferguson</u> | <u>970 Corral Valley Rd., Colorado Springs, CO 80909</u> |

Signed Scott Ferguson Signed Mary E. Ferguson
 Signed Joyce L. Kruckeberg Signed Rudy L. Ferguson
 Signed Connie S. Peterson Signed Robert S. Ferguson

ARTICLES OF ORGANIZATION MUST BE ACCOMPANIED BY ONE COPY ONLY OF AN OCR FORM PROVIDED BY THE SECRETARY OF STATE. THE OCR FORM NEED NOT BE SIGNED.

COMP. CH'D. BJS

097049582

97 MAY -2- PM 4:00

J. PATRICK KELLY
EL PASO COUNTY CLERK & RECORDER

MEMORANDUM OF LIMITED PARTNERSHIP

This Memorandum evidences that Certificate Agreement of Limited Partnership
for the partnership named

INTERSTATE 25 PROPERTIES, LTD.

Such partnership was formed by Certificate Agreement of Limited Partnership
and filed with the Colorado Secretary of State on or about April 20, 1988. The
partnership has been amended with the Colorado Secretary of State by Amendment to
Certificate of Limited Partnership dated April 5, 1997 and executed by all General and
Limited Partners.

The partnership has two General Partners, namely

Robert S. Ferguson
Connie S. Peterson f/n/a Connie S. Troth

This Memorandum is executed this 30 day of April, 1997.

Robert S. Ferguson
ROBERT S. FERGUSON, General Partner
970 Coal Valley Road
Colorado Springs, CO 80909

Statement of Authority
(Section 38-30-172, C.R.S.)

1. This Statement of Authority relates to an entity named:
INTERSTATE 25 PROPERTIES NO. 2, LLC, A COLORADO LIMITED LIABILITY
2. The type of entity is a
☒ limited liability company ☐ registered limited liability partnership
☐ general partnership ☐ registered limited liability limited partnership
☐ limited partnership ☐ limited partnership association
☐ trust ☐ unincorporated nonprofit association
☐ business trust ☐ government or governmental subdivision agency
☐
3. The entity is formed under the laws of COLORADO
4. The mailing address of the entity is:
927 N. WAHSATCH
Colorado Springs Colorado 80903
5. The name and position of each person authorized to execute instruments conveying, encumbering, or otherwise affecting title to real property on behalf of the entity is:
Mary Ferguson
6. The authority of the foregoing person(s) to bind the entity is ☒ not limited
☐ limited as follows:
7. This Statement of Authority is executed on behalf of the entity pursuant to the provision of §38-30-173, C.R.S.
8. This Statement of Authority amends and supersedes in all respects any prior Statement of Authority executed on behalf of the entity.

Executed this 17 day of November, 2003.

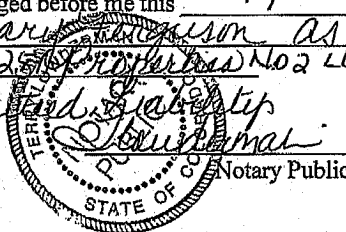
Signature: Mary Ferguson
Printed or Typed Name: MARY Ferguson
Title: manager

STATE OF Colorado)
COUNTY OF El Paso) ss.

The foregoing instrument was acknowledged before me this 17 day of November, 2003, by: Mary Ferguson as
manager of Interstate 25 Properties No 2 LLC, A Colorado

Witness my hand and official seal

My commission expires: 8/20/04



Prepared by and Return to:

American Tower
10 Presidential Way
Woburn, MA 01801
Attn: Land Management/Anil J. Makhija, Esq.
ATC Site No: 302418
ATC Site Name: Monument CO
Assessor's Parcel No(s): 71023-00-001

RESOLUTION AND CONSENT AFFIDAVIT

Interstate 25 Properties, Ltd., a Colorado limited partnership

Be it known that, under the pains and penalties of perjury, the undersigned Members, Partners, Directors, Shareholders, Officers or Trustees, as applicable (collectively, the "**Affiants**") of the above referenced entity (the "**Landlord**"), hereby declare and resolve the following:

1. Landlord (or its predecessor-in-interest) has leased or subleased a portion of land to SpectraSite Communications, LLC, a Delaware limited liability company (the "**Tenant**") under a Communications Site Lease originally dated October 18, 1994 (as the same may have been amended, renewed, extended, restated or otherwise modified, collectively, the "**Lease**").
2. Landlord and Tenant desire to enter into an amendment of the Lease (the "**Amendment**") in order to extend the term thereof and to further amend the Lease as more particularly set forth in the Amendment, a copy of which is attached hereto as Exhibit A and by this reference made a part hereof.
3. Landlord is duly organized, validly existing, and in good standing in the jurisdiction of its formation, organization, and/or incorporation, as applicable, and is otherwise authorized to transact business and in good standing in any other jurisdictions where such qualifications are required. Landlord has full power and authority to enter into and perform Landlord's obligations under the Amendment and the other Transaction Documents (as hereinafter defined), and the Amendment and the other Transaction Documents have been duly executed and delivered by Landlord. The Affiants listed below are the only legal and equitable owners of Landlord and are the only members, partners, directors, shareholders, officers and/or trustees, as applicable, of Landlord.
4. The Affiants hereby approve of the Transaction Documents and all of the terms and provisions contained therein and declare, resolve and/or affirm, as applicable, that Landlord is hereby authorized to enter into the Transaction Documents with Tenant and effect the transactions contemplated therein. The Affiants hereby declare and affirm that any other corporate and shareholder, member, partner, and/or trustee actions required to effectuate the transactions

Site No: 302418
Site Name: Monument CO

Prepared by and Return to:

American Tower
10 Presidential Way
Woburn, MA 01801

Attn: Land Management/Anil J. Makhija, Esq.

ATC Site No: 302418

ATC Site Name: Monument CO

Assessor's Parcel No(s): 71023-00-001

ATC-293240-C

RESOLUTION AND CONSENT AFFIDAVIT

Interstate 25 Properties, Ltd., a Colorado limited partnership

Be it known that, under the pains and penalties of perjury, the undersigned Members, Partners, Directors, Shareholders, Officers or Trustees, as applicable (collectively, the "**Affiants**"), of the above referenced entity (the "**Landlord**"), hereby declare and resolve the following:

1. Landlord (or its predecessor-in-interest) has leased or subleased a portion of land to SpectraSite Communications, LLC, a Delaware limited liability company (the "**Tenant**") under a Communications Site Lease originally dated October 18, 1994 (as the same may have been amended, renewed, extended, restated or otherwise modified, collectively, the "**Lease**").
2. Landlord and Tenant desire to enter into an amendment of the Lease (the "**Amendment**") in order to extend the term thereof and to further amend the Lease as more particularly set forth in the Amendment, a copy of which is attached hereto as Exhibit A and by this reference made a part hereof.
3. Landlord is duly organized, validly existing, and in good standing in the jurisdiction of its formation, organization, and/or incorporation, as applicable, and is otherwise authorized to transact business and in good standing in any other jurisdictions where such qualifications are required. Landlord has full power and authority to enter into and perform Landlord's obligations under the Amendment and the other Transaction Documents (as hereinafter defined), and the Amendment and the other Transaction Documents have been duly executed and delivered by Landlord. The Affiants listed below are the only legal and equitable owners of Landlord and are the only members, partners, directors, shareholders, officers and/or trustees, as applicable, of Landlord.
4. The Affiants hereby approve of the Transaction Documents and all of the terms and provisions contained therein and declare, resolve and/or affirm, as applicable, that Landlord is hereby authorized to enter into the Transaction Documents with Tenant and effect the transactions contemplated therein. The Affiants hereby declare and affirm that any other corporate and shareholder, member, partner, and/or trustee actions required to effectuate the transactions

Site No: 302418

Site Name: Monument CO

contemplated in the Amendment and other Transaction Documents have been completed.

5. The Affiants also declare that they have full legal authority to bind Landlord under the laws of the State or Commonwealth in which the Leased Premises (as defined in the Amendment) is located, and Affiants have the full authority to execute any and all of the Transaction Documents on behalf of Landlord and to nominate individuals to act on Landlord's behalf.
6. The Affiants hereby nominate the below listed individual (the "Nominee") as attorney-in-fact to execute and deliver the Amendment, together with any other documents and agreements, including, without limitation, the Memorandum (as defined in the Amendment), required to be executed and delivered pursuant to the terms and provisions of the Amendment (the Amendment and all of such other aforementioned agreements and documents, collectively, the "Transaction Documents"), on behalf of Affiants and Landlord. The Nominee shall have full power and authority to act on behalf of Affiants and on behalf of Landlord for purposes of executing and delivering the Transaction Documents and ensuring that Landlord fulfills its obligations thereunder. Additionally, the Nominee shall have full authority to direct the manner in which all payments made by Tenant pursuant to the Amendment are to be made to Landlord, including, without limitation, identifying which bank account(s) to transfer funds to in the event a wire payment is made by Tenant.

NOMINEE:

(Print Name)

(Address)

Robert S. Ferguson
970 CORRAL VALLEY RD.
Colo. Spgs. Co. 80929

7. This Resolution and Consent Affidavit shall become effective as of the date of the last notarized signature of the Affiants listed below.
8. Affiants hereby acknowledge and agree that Tenant, its lenders, and its title insurance company are relying upon, and are entitled to rely upon, this Resolution and Consent Affidavit and the contents hereof as a material inducement to entering into the Amendment and other Transaction Documents. Tenant, its lenders, and its title insurance company may rely upon a faxed, scanned or otherwise electronically reproduced fully-executed copy of this document as if it were an original.
9. This document can only be amended or modified by addendum or an amendment that is fully executed and notarized by all Affiants listed hereunder.

[SIGNATURE AND NOTARY PAGES TO FOLLOW]

EXECUTED UNDER THE PAINS AND PENALTIES OF PERJURY ON THE DATE WRITTEN BELOW

AFFIANT NO. 1

Signature: Connie Ferguson
Print Name: Connie Ferguson
Date: 10/25/13

WITNESS

Signature: _____
Print Name: _____

Title: (circle one) Member Partner Director, Shareholder, Officer, Trustee

Percentage Ownership or Voting Interest: 50 %

Signature: _____
Print Name: _____

WITNESS AND ACKNOWLEDGEMENT

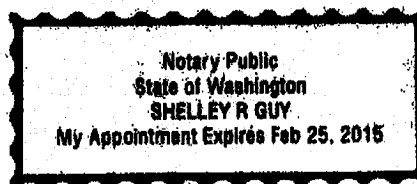
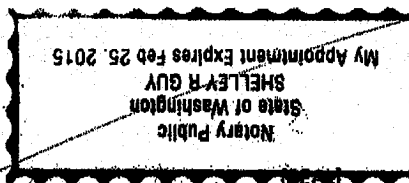
State/Commonwealth of WASH

County of KITAP

On this 25 day of OCTOBER, 2013, before me, the undersigned Notary Public, personally appeared CONNIE FERGUSON, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s) or the entity upon which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Shelley Guy
Notary Public
Print Name: SHELLEY GUY
My commission expires: 2/25/15



EXECUTED UNDER THE PAINS AND PENALTIES OF PERJURY ON THE DATE WRITTEN BELOW

AFFIANT NO. 2

Signature: Robert S. Ferguson
Print Name: Robert S. Ferguson
Date: Gen. Justice 10-28-13

WITNESS

Signature: _____
Print Name: _____

Title: (circle one) Member, Partner Director, Shareholder, Officer, Trustee

Percentage Ownership or Voting Interest: 50 %

Signature: _____
Print Name: _____

WITNESS AND ACKNOWLEDGEMENT

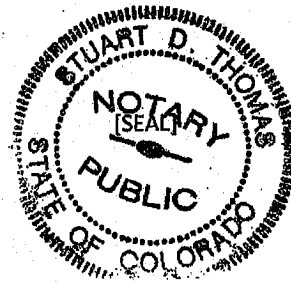
State/Commonwealth of COLORADO

County of EL PASO

On this 28 day of October, 2013, before me, the undersigned Notary Public, personally appeared Robert S. Ferguson, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s) or the entity upon which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Stuart D. Thomas
Notary Public
Print Name: STUART D. THOMAS
My commission expires: 3/5/2013



Site No: 302418
Site Name: Monument CO



CHAIN OF TITLE

01735273

88 AUG 15 PM 1:27

ARDIS W. SCHMITT
EL PASO COUNTY
CLERK & RECORDER

BOOK 5543 PAGE 226

Filed for record the _____ day of _____ A.D. 19____ at _____ o'clock _____ M.

No. _____

RECORDED

Warranty Deed

3.00

KNOW ALL MEN BY THESE PRESENTS, That MOUNTAIN VIEW FEED & GRAIN, INC.of the County of El Paso and State of Colorado for the
consideration of ONE DOLLAR and other valuable consideration
(\$ 1.00) dollars in hand paid hereby sell and convey toINTERSTATE 25 PROPERTIES, LTD.whose legal address is (including road or street address if applicable) 927 North Wahsatch, Colorado SpringsJoint Tenants of the County of El Paso and State of Colorado
the following Real Property situated in the County of El Paso
and State of Colorado, to wit:

That portion of the Southwest $\frac{1}{4}$ of Section 20, Township
14 South, Range 66 West of the 6th P.M., lying between the
North line of the Denver and Rio Grande Railroad right-of-way
and the South line of the Atchison, Topeka and Santa Fe
Railroad right-of-way. Said property is adjacent to the
East line of the aforementioned Southwest quarter.

The City of Colorado Springs will retain all easement rights
over, under and across said property for the present and
future.

with all its appurtenances and warrant (s) the title to the same, subject to taxes for 1988 and subsequent years
and easements and restrictions of record.

Signed and delivered this 15 day of aug 1988
STATE DOCUMENTARY

AUG 15 '88

FEE \$ NONEMOUNTAIN VIEW FEED & GRAIN, INC.BY: Scott Ferguson
Scott Ferguson, President
Connie Troth
Connie Troth, SecretarySTATE OF COLORADO
County of ARAPAHOEThe foregoing instrument was acknowledged before me
this 10th day of AUGUST 1988
by CHERYL E. DINGMAN
FOR: CONNIE TROTH

Witness my hand and official seal.

My commission expires 5-18-92Cheryl E. Dingman
NOTARY PUBLICSTATE OF COLORADO
County of EL PASOThe foregoing instrument was acknowledged before me
this _____ day of _____ 19____
by Scott Ferguson as President
and Connie Troth as Secretary of
MOUNTAIN VIEW FEED & GRAIN, INC. a corporation.

Witness my hand and official seal.

My commission expires April 29, 1990L. Ann C. Elder
NOTARY PUBLIC* IF JOINT TENANCY IS NOT DESIRED,
STRIKE PHRASE BETWEEN ASTERISKS.

01696697

88 APR 29 PM 2:22

BOOK 5501 PAGE 684

Filed for record the _____ day of _____ A.D. 19____ at _____ o'clock _____

No. _____

ARDIS W. SCHMITT
EL PASO COUNTY
CLERK & RECORDER

RECORDER

QUIT CLAIM DEED
(Statutory Form)

600

Know all Men by these Presents, That MOUNTAIN VIEW FEED & GRAIN, INC.

of the County of El Paso and State of Colorado, for the
 consideration of One Dollar and other good and valuable considerations, in hand paid, hereby sell and quit claim to
INTERSTATE 25 PROPERTIES, LTD., a Limited Partnership
 of the County of El Paso and State of Colorado
 whose mailing address is 927 North Wahsatch, Colorado Springs, Colorado 80903
 the following Real Property situate in the County of El Paso and State of
Colorado to wit:

SEE ATTACHED EXHIBIT A

STATE DOCUMENTATION

APR 29 1988

LIES NONE

NONE

XXXXXXXXXXXXXXXXXXXX



Signed and delivered this 29th day of April, 19 88
MOUNTAIN VIEW FEED & GRAIN, INC.

BY Scott Ferguson
SCOTT FERGUSON, President

Connie Troth
CONNIE TROTH, Secretary

STATE OF COLORADO

County of _____ } ss.

The foregoing instrument was acknowledged before me this _____ day of _____, 19____,
 by _____

Witness my hand and official seal,
 My commission expires _____

NOTARY PUBLIC

STATE OF COLORADO, }

County of EL PASO } ss.

The foregoing instrument was acknowledged before me this 29th day of April, 19 88
 by Scott Ferguson ss. _____ President and
Connie Troth ss. _____ Secretary of
Mountain View Feed & Grain, Inc. a corporation.

Witness my hand and official seal,
 My commission expires April 18, 1990



Scott Ferguson
 NOTARY PUBLIC

*If joint tenancy is not intended, insert the phrase between the asterisks.

That portion of the West half of the Northwest quarter of Section 2 lying West of Interstate Highway No. 25 and that portion of the West half of the Southwest quarter of Section 2 and of the East half of the Southeast quarter of Section 3 in Township 11 South, Range 67 West of the 6th P.M., all more particularly described as follows:

Beginning at a point on the Westerly line of said Section 2 that is 30 feet South of the Northwest corner of said Section 2; thence on a line that is parallel to and 30 feet South of the North line of said Section 2, North 89° 12' East, 584.4 feet; thence South 84° 20' East along the right of way of Interstate Highway No. 25, 132.10 feet; thence continue on said right of way line South 44° 27' 30" East, 76.8 feet; thence along said right of way line South 4° 36' East, 500 feet; thence continuing along said right of way, Southerly, to the South line of the West half of the Southwest quarter of said Section 2; thence along said South line, South 89° 41' West, 450.5 feet to the Southwest corner of said Section 2; thence North 2° 30' West, 393.61 feet; thence North 56° 59' West, 309.7 feet; thence North 7° 33' East, 193.38 feet; thence North 29° 5' East, 349.31 feet; thence North 16° 50' East, 281.11 feet; thence North 26° 53' East, 502.06 feet; thence North 4° 58' West, 507.05 feet; thence North 22° 06' West, 402.85 feet more or less to the Northwest corner of the West half of the Southwest quarter of said Section 2; thence North along the West line of the Northwest quarter of Section 2 to the point of beginning and excepting those portions deeded to Phillip I. and Rosalind M. Caleb recorded in Book 2270 at Page 475 and to Vumore-Video Corp. of Colorado, Inc. recorded in Book 2313 at Page 409 and to the Town of Monument recorded in Book 2997 at Page 345 and further excepting any portion lying within the County Road known as Beacon Lite Road, El Paso County, Colorado, containing 67.72 acres more or less.

EXHIBIT A



TERMS AND CONDITIONS

IMPORTANT – READ CAREFULLY: This report is not an insured product or service or a representation of the condition of title to real property. It is not an abstract, legal opinion, opinion of title, title insurance commitment or preliminary report, or any form of title insurance or guaranty. This report is issued exclusively for the benefit of the applicant therefore, and may not be used or relied upon by any other person. This report may not be reproduced in any manner without Titlevest's prior written consent.

Titlevest does not represent or warrant that the information herein is complete or free from error, and the information herein is provided without any warranties of any kind, as-is, and with all faults. As a material part of the consideration given in exchange for the issuance of this report, recipient agrees that Titlevest's sole liability for any loss or damage caused by an error or omission due to inaccurate information or negligence in preparing this report shall be limited to the fee charged for the report.

Recipient accepts this report with this limitation and agrees that Titlevest would not have issued this report but for the limitation of liability described above. Titlevest makes no representation or warranty as to the legality or propriety of recipient's use of the information herein.

TITLEVEST SERVICES, LLC

Provided to: AMERICAN TOWER COMPANY

Search No.: S-CO-587554

Date: 3/15/2017

By: _____

A handwritten signature in dark ink, appearing to read "Jacquelyn S. Zell", written over a horizontal line.

(Authorized Signature)