

Market: DMA
Site #: CO-0665 A
Site Name: Black Forest South

COMMUNICATIONS SITE LEASE AGREEMENT (GROUND)

This COMMUNICATIONS SITE LEASE AGREEMENT ("**Agreement**") is dated as of September 7, 2004, by NEXTEL WEST CORP., a Delaware corporation, d/b/a Nextel Communications ("**Nextel**" or "**Tenant**") and James J. Munson and Alecia K. Munson, Owners ("**Owner**" or "**Landlord**").

For One Dollar (\$1.00) paid to Owner, and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. **Premises.** Owner owns a parcel of land ("**Land**") located in the City of Black Forest, County of El Paso, State of Colorado, commonly known as 12490 Black Forest Rd. (APN: 5218002001). The Land is more particularly described in Exhibit A annexed hereto. Subject to the provisions of Paragraph 2 below ("**Effective Date/Due Diligence Period**"), Owner hereby leases to Nextel and Nextel leases from Owner approximately 50'x 50' (2500) square feet of the Land and all access and utility easements necessary or desirable therefor ("**Premises**"), as may be described generally in Exhibit B annexed hereto.

2. **Effective Date/Due Diligence Period.** This Agreement shall be effective on the date of full execution hereof ("**Effective Date**"). Beginning on the Effective Date and continuing until the Term Commencement Date as defined in Paragraph 3 below ("**Due Diligence Period**"), Nextel shall only be permitted to enter the Land for the limited purpose of making appropriate engineering and boundary surveys, inspections, and other reasonably necessary investigations and signal, topographical, geotechnical, structural and environmental tests (collectively, "**Investigations and Tests**") that Nextel may deem necessary or desirable to determine the physical condition, feasibility and suitability of the Premises. In the event that Nextel determines, during the Due Diligence Period, that the Premises are not appropriate for Nextel's intended use, or if for any other reason, or no reason, Nextel decides not to commence its tenancy of the Premises, then Nextel shall have the right to terminate this Agreement without penalty upon written notice to Owner at any time during the Due Diligence Period and prior to the Term Commencement Date. Owner and Nextel expressly acknowledge and agree that Nextel's access to the Land during this Due Diligence Period shall be solely for the limited purpose of performing the Investigations and Tests, and that Nextel shall not be considered an owner or operator of any portion of the Land, and shall have no ownership or control of any portion of the Land (except as expressly provided in this Paragraph 2), prior to the Term Commencement Date.

3. **Term.** The term of Nextel's tenancy hereunder shall commence upon the start of construction of the Tenant Facilities (as defined in Paragraph 6 below) or eighteen (18) months following the Effective Date, whichever first occurs ("**Term Commencement Date**") and shall terminate on the fifth anniversary of the Term Commencement Date ("**Term**") unless otherwise terminated as provided herein. Tenant shall have the right to extend the Term for five (5) successive five (5) year periods ("**Renewal Terms**") on the same terms and conditions as set forth herein. This Agreement shall automatically be extended for each successive Renewal Term unless Tenant notifies Landlord of its intention not to renew prior to commencement of the succeeding Renewal Term.

4. **Rent.**

(a) Within fifteen (15) business days following the Term Commencement Date and on the first day of each month thereafter, Tenant shall pay to Landlord as rent [REDACTED] per month ("**Rent**"). Rent for any fractional month at the beginning or at the end of the Term or Renewal Term shall be prorated. Rent shall be payable to Landlord at 12490 Black Forest Road, Colorado Springs, CO 80908; Attention: James J. Munson. All of Tenant's monetary obligations set forth in this Agreement are conditioned upon Tenant's receipt of an accurate and executed W-9 Form from Landlord.

(b) Rent shall increase on each anniversary of the Term Commencement Date by an amount equal to [REDACTED] of the Rent then in effect for the previous year.

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5. **Use.** From and after the Term Commencement Date, the Premises may be used by Tenant for any lawful activity in connection with the provision of communications services, and Tenant shall have the ongoing right to perform such Investigations and Tests as Tenant may deem necessary or desirable. Landlord agrees to cooperate with Tenant, at Tenant's expense, in making application for and obtaining all licenses, permits and any and all other necessary approvals that may be required for Tenant's intended use of the Premises.

6. **Facilities; Utilities; Access.**

(a) Tenant has the right to construct, erect, maintain, replace, remove, operate and upgrade on the Premises communications facilities, including without limitation an antenna tower or pole and foundation, utility lines, transmission lines, air conditioned equipment shelter(s), electronic equipment, transmitting and receiving antennas, a standby power generator and generator pad, supporting equipment and structures therefor ("**Tenant Facilities**"). In connection therewith, Tenant has the right to do all work necessary to prepare, maintain and alter the Premises for Tenant's business operations and to install transmission lines connecting the antennas to the transmitters and receivers. All of Tenant's construction and installation work shall be performed at Tenant's sole cost and expense and in a good and workmanlike manner. Tenant shall hold title to the Tenant Facilities and all of the Tenant Facilities shall remain Tenant's personal property and are not fixtures. Tenant has the right to remove the Tenant Facilities at its sole expense on or before the expiration or earlier termination of this Agreement, and Tenant shall repair any damage to the Premises caused by such removal. Upon the expiration or earlier termination of this Agreement, Tenant shall remove the Tenant Facilities from the Land, but is not required to remove any foundation more than one (1) foot below grade level.

(b) Tenant shall pay for the electricity it consumes in its operations at the rate charged by the servicing utility company. Tenant shall have the right to draw electricity and other utilities from the existing utilities on the Land or obtain separate utility service from any utility company that will provide service to the Land. Landlord agrees to sign such documents or easements as may be required by said utility companies to provide such service to the Premises, including the grant to Tenant or to the servicing utility company at no cost to the Tenant, of an easement in, over across or through the Land as required by such servicing utility company to provide utility services as provided herein. Any easement necessary for such power or other utilities will be at a location acceptable to Landlord and the servicing utility company.

(c) Tenant, Tenant's employees, agents and contractors shall have access to the Premises without notice to Landlord twenty-four (24) hours a day, seven (7) days a week, at no charge. Landlord grants to Tenant, and Tenant's agents, employees, contractors, guests and invitees, a non-exclusive right and easement for pedestrian and vehicular ingress and egress across the Land as may be described generally in Exhibit B.

(d) Landlord shall maintain all access roadways from the nearest public roadway to the Premises in a manner sufficient to allow pedestrian and vehicular access at all times under normal weather conditions. Landlord shall be responsible for maintaining and repairing such roadways, at its sole expense, except for any damage caused by Tenant's use of such roadways. Notwithstanding the foregoing, Tenant may construct an access road to the Premises ("**Access Road**"), across the Land as more fully described in Exhibit B, if Tenant reasonably determines such Access Road is necessary for Tenant's ingress to and egress from the Premises. Tenant shall be responsible for maintaining and repairing such Access Road until the expiration or earlier termination of this Agreement, at its sole expense, less reasonable wear and tear or loss caused by other casualty or cause beyond Tenant's control. Landlord shall be responsible for any damages to the Access Road caused by Landlord's, or Landlord's agents, employees, licensees, invitees or contractors, use of the Access Road, and shall be responsible for maintaining and repairing the Access Road from and after the expiration or earlier termination of this Agreement, which costs shall be Landlord's sole responsibility.

7. **Interference.**

(a) Tenant shall operate the Tenant Facilities in compliance with all Federal Communications Commission ("**FCC**") requirements and in a manner that will not cause interference to Landlord or other lessees or licensees of the Land, provided that any such installations predate that of the Tenant Facilities.

(b) Subsequent to the installation of the Tenant Facilities, Landlord will not, and will not permit its lessees or licensees to, install new equipment on or make any alterations to the Land or property contiguous thereto owned or controlled by Landlord, if such modifications are likely to cause interference with Tenant's operations. In the

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event interference occurs, Landlord agrees to use best efforts to eliminate such interference in a reasonable time period. Landlord's failure to comply with this paragraph shall be a material breach of this Agreement.

8. **Taxes.** If personal property taxes are assessed, Tenant shall pay any portion of such taxes directly attributable to the Tenant Facilities. Landlord shall pay all real property taxes, assessments and deferred taxes on the Land.

9. **Waiver of Landlord's Lien.**

(a) Landlord waives any lien rights it may have concerning the Tenant Facilities, all of which are deemed Tenant's personal property and not fixtures, and Tenant has the right to remove the same at any time without Landlord's consent.

(b) Landlord acknowledges that Tenant has entered into a financing arrangement including promissory notes and financial and security agreements for the financing of the Tenant Facilities ("*Collateral*") with a third party financing entity (and may in the future enter into additional financing arrangements with other financing entities). In connection therewith, Landlord (i) consents to the installation of the Collateral; (ii) disclaims any interest in the Collateral, as fixtures or otherwise; and (iii) agrees that the Collateral shall be exempt from execution, foreclosure, sale, levy, attachment, or distress for any Rent due or to become due and that such Collateral may be removed at any time without recourse to legal proceedings.

10. **Termination.** This Agreement may be terminated without further liability on thirty (30) days prior written notice as follows: (i) by either party upon a default of any covenant or term hereof by the other party, which default is not cured within sixty (60) days of receipt of written notice of default, except that the Agreement shall not be terminated if the default cannot reasonably be cured within such sixty (60) day period and the defaulting party has commenced to cure the default within such sixty (60) day period and diligently pursues the cure to completion; provided that the grace period for any monetary default is ten (10) days from receipt of written notice; or (ii) by Tenant if it does not obtain or maintain any license, permit or other approval necessary for the construction and operation of the Tenant Facilities; or (iii) by Tenant if Tenant is unable to occupy and utilize the Premises due to an action of the FCC, including without limitation, a take back of channels or change in frequencies; or (iv) by Tenant if any environmental report for the Land reveals the presence of any Hazardous Material after the Term Commencement Date; or (v) by Tenant if Tenant determines that the Premises are not appropriate for its operations for economic or technological reasons, including, without limitation, signal interference; or (vi) by Tenant if the Landlord fails to deliver to Tenant an executed memorandum of agreement or non-disturbance and attornment agreement pursuant to Paragraphs 19(g) and (h) below.

11. **Destruction or Condemnation.** If the Premises or Tenant Facilities are damaged, destroyed, condemned or transferred in lieu of condemnation, Tenant may elect to terminate this Agreement as of the date of the damage, destruction, condemnation or transfer in lieu of condemnation by giving notice to Landlord no more than forty-five (45) days following the date of such damage, destruction, condemnation or transfer in lieu of condemnation. If Tenant chooses not to terminate this Agreement, Rent shall be reduced or abated in proportion to the actual reduction or abatement of use of the Premises.

12. **Insurance.** Tenant, at Tenant's sole cost and expense, shall procure and maintain on the Premises and on the Tenant Facilities, bodily injury and property damage insurance with a combined single limit of at least One Million and 00/100 Dollars (\$1,000,000.00) per occurrence. Such insurance shall insure, on an occurrence basis, against all liability of Tenant, its employees and agents arising out of or in connection with Tenant's use of the Premises, all as provided for herein. Within thirty (30) days following the Effective Date, Tenant may, at its option, (i) provide Landlord with a certificate of insurance ("COI") evidencing the coverage required by this Paragraph 12, or (ii) provide electronically to Landlord a uniform resource locator link to access Tenant's memorandum of insurance web site evidencing in order for Landlord to review the coverage required by this Paragraph 12. Landlord, at Landlord's sole cost and expense, shall procure and maintain on the Property, bodily injury and property damage insurance with a combined single limit of at least One Million and 00/100 Dollars (\$1,000,000.00) per occurrence. Such insurance shall insure, on an occurrence basis, against all liability of Landlord, its employees and agents arising out of or in connection with Landlord's use, occupancy and maintenance of the Property. Each party shall be named as an additional insured on the other's policy. Landlord

shall provide a COI evidencing the coverage required by this Paragraph 12 within thirty (30) days following the Effective Date. Alternatively, Landlord shall have the option of providing Tenant with evidence of such coverage electronically. In such event, Landlord shall provide Tenant with a uniform resource locator link to the appropriate web site within thirty (30) days following the Effective Date.

13. **Waiver of Subrogation.** Landlord and Tenant release each other and their respective principals, employees, representatives and agents, from any claims for damage to any person or to the Land or the Premises or to the Tenant Facilities or any other property thereon caused by, or that result from, risks insured against under any insurance policies carried by the parties and in force at the time of any such damage. Landlord and Tenant shall cause each insurance policy obtained by them to provide that the insurance company waives all right of recovery by way of subrogation against the other in connection with any damage covered by any policy. Neither Landlord nor Tenant shall be liable to the other for any damage caused by fire or any of the risks insured against under any insurance policy required by Paragraph 12.

14. **Liability and Indemnity.** Landlord and Tenant shall each indemnify, defend and hold the other harmless from and against all claims, losses, liabilities, damages, costs, and expenses (including reasonable attorneys' and consultants' fees, costs and expenses) (collectively "Losses") arising from the indemnifying party's breach of any term or condition of this Agreement or from the negligence or willful misconduct of the indemnifying party's agents, employees or contractors in or about the Land. The duties described in this Paragraph 14 shall apply as of the Effective Date of this Agreement and survive the termination of this Agreement.

15. **Assignment and Subletting.** Tenant may assign this Agreement, or sublet or license the Premises or any portion thereof, which shall be evidenced by written notice thereof to Landlord within a reasonable period of time thereafter. Upon assignment, Tenant shall be relieved of all future performance, liabilities, and obligations under this Agreement, provided that the assignee assumes all of Tenant's obligations herein. Landlord may assign this Agreement, which assignment may be evidenced by written notice to Tenant within a reasonable period of time thereafter, provided that the assignee assumes all of Landlord's obligations herein, including but not limited to, those set forth in Paragraph 9 ("**Waiver of Landlord's Lien**") above. This Agreement shall run with the property and shall be binding upon and inure to the benefit of the parties, their respective successors, personal representatives, heirs and assigns. Notwithstanding anything to the contrary contained in this Agreement, Tenant may assign, mortgage, pledge, hypothecate or otherwise transfer without notice or consent its interest in this Agreement to any financing entity, or agent on behalf of any financing entity to whom Tenant (i) has obligations for borrowed money or in respect of guaranties thereof, (ii) has obligations evidenced by bonds, debentures, notes or similar instruments, or (iii) has obligations under or with respect to letters of credit, bankers acceptances and similar facilities or in respect of guaranties thereof.

16. **Warranty of Title and Quiet Enjoyment.** Landlord warrants that: (i) Landlord owns the Land in fee simple and has rights of access thereto and the Land is free and clear of all liens, encumbrances and restrictions except those of record as of the Effective Date; and (ii) Landlord covenants and agrees with Tenant that Tenant may peacefully and quietly enjoy the Premises, provided that Tenant is not in default hereunder after notice and expiration of all cure periods.

17. **Repairs.** Tenant shall repair any damage to the Premises or Land caused by the negligence or willful misconduct of Tenant. Except as set forth in Paragraph 6(a) above, upon expiration or termination hereof, Tenant shall repair the Premises to substantially the condition in which it existed upon start of construction, reasonable wear and tear and loss by casualty or other causes beyond Tenant's control excepted.

18. **Hazardous Materials.**

(a) As of the Effective Date of this Agreement: (1) Tenant hereby represents and warrants that it shall not use, generate, handle, store or dispose of any Hazardous Material in, on, under, upon or affecting the Land in violation of any Environmental Law (as defined below), and (2) Landlord hereby represents and warrants that (i) it has no knowledge of the presence of any Hazardous Material located in, on, under, upon or affecting the Land in violation of any Environmental Law; (ii) no notice has been received by or on behalf of Landlord from, and Landlord has no knowledge that notice has been given to any predecessor owner or operator of the Land by, any governmental entity or any person or

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entity claiming any violation of, or requiring compliance with any Environmental Law for any environmental damage in, on, under, upon or affecting the Land; and (iii) it will not permit itself or any third party to use, generate, handle, store or dispose of any Hazardous Material in, on, under, upon, or affecting the Land in violation of any Environmental Law.

(b) Without limitation of Paragraph 14, Landlord and Tenant shall each indemnify, defend and hold the other harmless from and against all Losses arising from (i) any breach of any representation or warranty made in this Paragraph 18 by such party; and/or (ii) environmental conditions or noncompliance with any Environmental Law (as defined below) that result, in the case of Tenant, from operations in or about the Land by Tenant or Tenant's agents, employees or contractors, and in the case of Landlord, from the ownership or control of, or operations in or about, the Land by Landlord or Landlord's predecessors in interest, and their respective agents, employees, contractors, tenants, guests or other parties. The duties described in this Paragraph 18 shall apply as of the Effective Date of this Agreement and survive termination of this Agreement.

(c) **"Hazardous Material"** means any solid, gaseous or liquid wastes (including hazardous wastes), regulated substances, pollutants or contaminants or terms of similar import, as such terms are defined in any Environmental Law, and shall include, without limitation, any petroleum or petroleum products or by-products, flammable explosives, radioactive materials, asbestos in any form, polychlorinated biphenyls and any other substance or material which constitutes a threat to health, safety, property or the environment or which has been or is in the future determined by any governmental entity to be prohibited, limited or regulated by any Environmental Law.

(d) **"Environmental Law"** means any and all federal, state or local laws, rules, regulations, codes, ordinances, or by-laws, and any judicial or administrative interpretations thereof, including orders, decrees, judgments, rulings, directives or notices of violation, that create duties, obligations or liabilities with respect to: (i) human health; or (ii) environmental pollution, impairment or disruption, including, without limitation, laws governing the existence, use, storage, treatment, discharge, release, containment, transportation, generation, manufacture, refinement, handling, production, disposal, or management of any Hazardous Material, or otherwise regulating or providing for the protection of the environment

19. Miscellaneous.

(a) This Agreement constitutes the entire agreement and understanding between the parties, and supersedes all offers, negotiations and other agreements concerning the subject matter contained herein. Any amendments to this Agreement must be in writing and executed by both parties.

(b) Both parties represent and warrant that their use of the Land and their real and personal property located thereon is in compliance with all applicable, valid and enforceable statutes, laws, ordinances and regulations of any competent government authority.

(c) If any provision of this Agreement is invalid or unenforceable with respect to any party, the remainder of this Agreement or the application of such provision to persons other than those as to whom it is held invalid or unenforceable, shall not be affected and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

(d) This Agreement shall be binding on and inure to the benefit of the successors and permitted assignees of the respective parties.

(e) Any notice or demand required to be given herein shall be made by certified or registered mail, return receipt requested, or reliable overnight courier to the address of the respective parties set forth below:

Landlord:

James J. Munson and Alecia K. Munson
12490 Black Forest Rd.
Colorado Springs, CO 80908
Attn: James J. Munson
Phone: 719-495-0451

Tenant:

Nextel West Corp.
1255 Treat Boulevard, Suite 800
Walnut Creek, CA 94597
Attn: Property Services
Phone: (800) 275-9084

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With a copy to:

Nextel Communications, Inc.
2001 Edmund Halley Drive
Reston, VA 20191-3436
Second Floor, Mail Stop 2E225
Attn: Site Leasing Services, Contracts Manager

Landlord or Tenant may from time to time designate any other address for this purpose by written notice to the other party. All notices hereunder shall be deemed received upon actual receipt.

(f) This Agreement shall be governed by the laws of the State of Colorado.

(g) Landlord agrees to execute and deliver to Tenant a Memorandum of Agreement in the form annexed hereto as Exhibit C and acknowledges that such Memorandum of Agreement will be recorded by Tenant in the official records of the County where the Land is located.

(h) In the event the Land is encumbered by a mortgage or deed of trust, Landlord agrees to obtain and deliver to Tenant an executed and acknowledged non-disturbance and attornment instrument for each such mortgage or deed of trust in a recordable form reasonably acceptable to both parties.

(i) Landlord agrees to fully cooperate, including executing necessary documentation, with Tenant to obtain information and documentation clearing any outstanding title issues that could adversely affect Tenant's interest in the Premises created by this Agreement.

(j) In any case where the approval or consent of one party hereto is required, requested or otherwise to be given under this Agreement, such party shall not unreasonably delay or withhold its approval or consent.

(k) Each of the parties hereto represent and warrant that they have the right, power, legal capacity and authority to enter into and perform their respective obligations under this Agreement.

(l) The captions and headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provision of this Agreement.

(m) All Riders and Exhibits annexed hereto form material parts of this Agreement.

(n) This Agreement may be executed in duplicate counterparts, each of which shall be deemed an original.

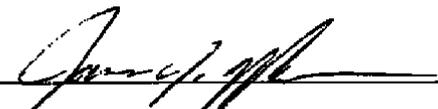
*****SIGNATURES ON FOLLOWING PAGE*****

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IN WITNESS WHEREOF, the parties have executed this Agreement as of the date of the last signature below.

LANDLORD:

James J. Munson and Alecia K. Munson, Owner

By: 
Name: James J. Munson

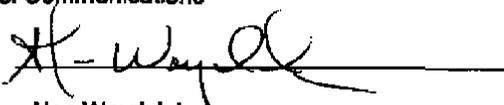
Title: Owner

Date: 8-17-04

Tax I.D.: ~~521-80-2001~~ 523-23-3461

TENANT:

Nextel West Corp.,
a Delaware corporation,
d/b/a Nextel Communications

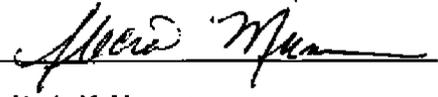
By: 
Name: Alan Woydzlak

Title: Director of Site Development

Date: September 7, 2004

LANDLORD:

James J. Munson and Alecia K. Munson, Owner

By: 
Name: Alecia K. Munson

Title: Owner

Date: 8/17/04

Tax I.D.: _____

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EXHIBIT A
DESCRIPTION OF LAND

to the Agreement dated September 7, 2004, by and between James J. Munson and Alecia K. Munson, Owner, as Landlord, and NEXTEL WEST CORP., a Delaware corporation, d/b/a Nextel Communications, as Tenant.

The Land is described and/or depicted as follows (metes and bounds description):

APN: 5218002001

A WRITTEN DESCRIPTION OF THE LAND WILL BE PRESENTED HERE OR ATTACHED HERETO

ALL OF THE FOREST CENTER, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK R-2 AT PAGE 30, EL PASO COUNTY, COLORADO, EXCEPTING THEREFROM THOSE PORTIONS LYING WITHIN PUBLIC ROADS

INITIALS
JM
AK
AW

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EXHIBIT B

DESCRIPTION OF PREMISES

to the Agreement dated September 7, 2004, by and between James J. Munson and Alecia K. Munson, Owner, as Landlord and NEXTEL WEST CORP., a Delaware corporation, d/b/a Nextel Communications, as Tenant.

The Premises are described and/or depicted as follows:

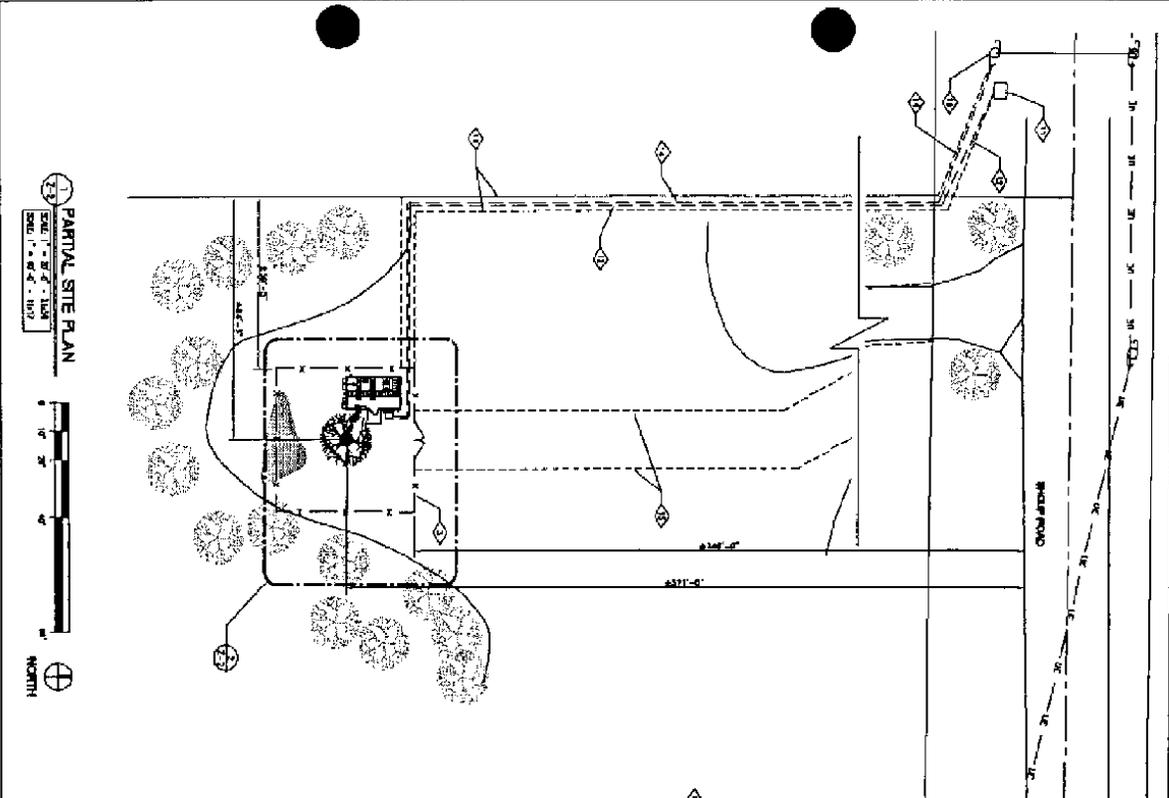
A DRAWING OF THE PREMISES WILL BE PRESENTED HERE OR ATTACHED HERETO

Notes:

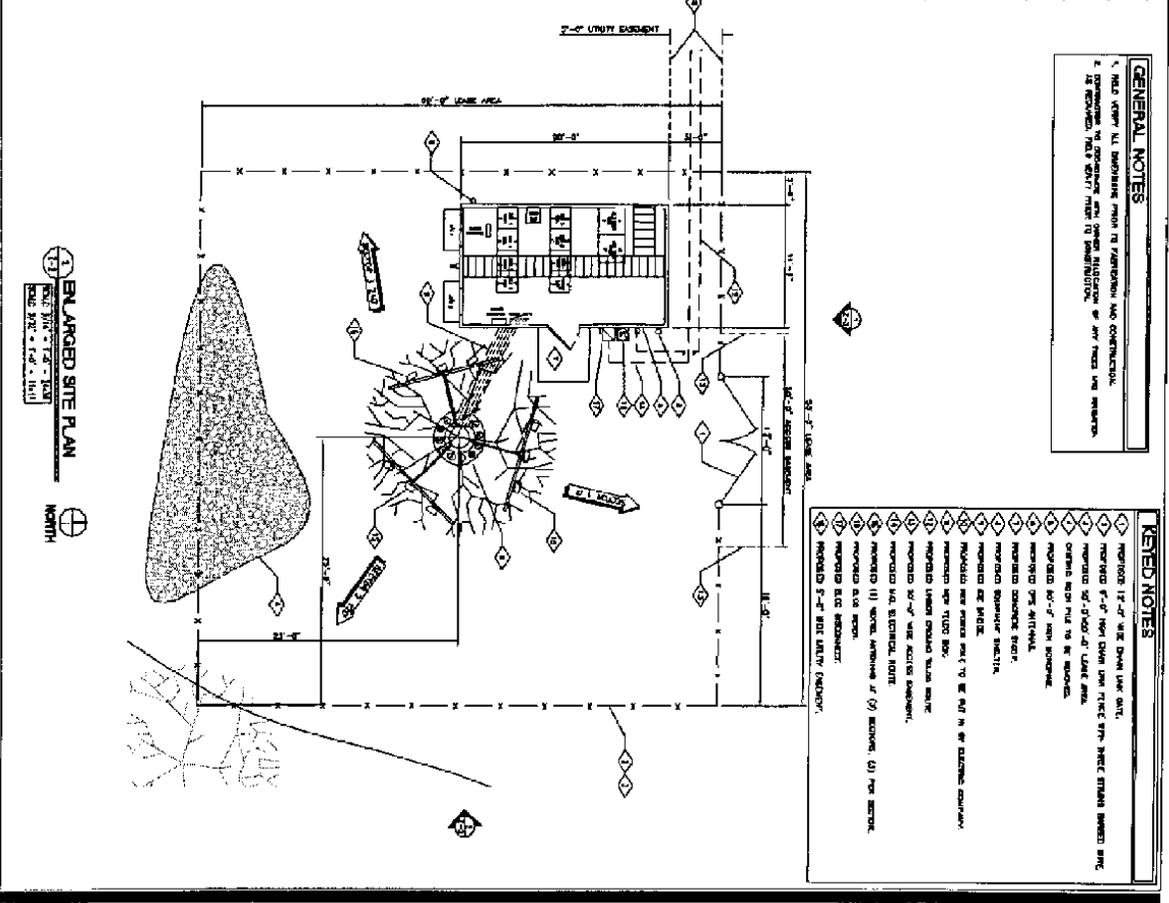
1. Tenant may replace this Exhibit with a survey of the Premises once Tenant receives it.
2. The Premises shall be setback from the Land's boundaries as required by the applicable governmental authorities.
3. The access road's width will be the width required by the applicable governmental authorities, including police and fire departments.
4. Tenant may install up to twelve (12) antennas and fifteen (15) coaxial cables. The type, number, mounting positions and locations of antennas and transmission lines are illustrative only. The actual types, numbers, mounting positions and locations may vary from what is shown above.
5. The location of any utility easement is illustrative only. The actual location will be determined by the servicing utility company in compliance with all local laws and regulations.

INITIALS
JJM
AKM

AKM



2) PARTIAL SITE PLAN
SCALE: 1" = 20' - 0"
DATE: 11/10/07



1) ENLARGED SITE PLAN
SCALE: 1" = 1'-0"
DATE: 11/10/07



GENERAL NOTES

1. FIELD VERIFY ALL DIMENSIONS FROM TO EXISTING AND CONSTRUCTION.
2. DIMENSIONS TO CENTERLINE UNLESS NOTED OTHERWISE OR ANY OTHER LINE INDICATED.
3. EXISTING UTILITIES SHOWN BY DASHED LINES.

- KEYED NOTES**
- 1. REVISION 12'-0" USE DASH LINE NOTE.
 - 2. REVISION 1'-0" NEW DASH LINE TRUCK STOP SHEET STRAPS BRACKET BRG.
 - 3. REVISION 30'-0" 12'-0" USE DASH LINE NOTE.
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 - 100. REVISION 30'-0" 12'-0" USE DASH LINE NOTE.

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AM
AW

TEL

NETEL

KDDC

1200 Parkway, Suite 100, Aurora, CO 80012
 303.733.1110
 Fax: 303.733.1111
 Email: sales@netel.com

NETEL COMMUNICATIONS

1200 Parkway, Suite 100, Aurora, CO 80012
 303.733.1110
 Fax: 303.733.1111
 Email: sales@netel.com

DATE: 11/10/07
 DRAWING NO: 2-2
 SHEET NO: 1 OF 1

PROJECT: NEW EQUIPMENT SHELTER AND MONOPINE

CLIENT: BLACK FOREST SOUTH 1240 BLACK FOREST ROAD COLO SPRINGS, CO 80906

SCALE: 1" = 1'-0"

2-2

PARTIAL SITE PLAN AND ENLARGED SITE PLAN

EXHIBIT C

RECORDED AT REQUEST OF, AND
WHEN RECORDED RETURN TO:

Nextel West Corp.
1255 Treat Boulevard, Suite 800
Walnut Creek, CA 94597
Attn: Property Services

MEMORANDUM OF AGREEMENT
CO-0665 A / Black Forest South
APN: 5218002001

This MEMORANDUM OF AGREEMENT is entered into on this _____ day of _____, 2004, by James J. Munson and Alecia K. Munson, Owner, with an address at 12855 Linnwood LN, Colorado Springs CO, 80908 (hereinafter referred to as "**Owner**" or "**Landlord**") and NEXTEL WEST CORP., a Delaware corporation, d/b/a Nextel Communications, with an office at 333 Inverness Drive South, Englewood, Colorado 80112 (hereinafter referred to as "**Nextel**" or "**Tenant**").

1. Landlord and Tenant entered into a Communications Site Lease Agreement ("**Agreement**") dated as of _____, 2004, effective upon full execution of the parties ("**Effective Date**") for the purpose Nextel undertaking certain Investigations and Tests and, upon finding the Land appropriate, for the purpose of installing, operating and maintaining a communications facility and other improvements. All of the foregoing is set forth in the Agreement.
2. The term of the Agreement is for five (5) years commencing on the start of construction of the Tenant Facilities or eighteen (18) months following the Effective Date, whichever first occurs ("**Term Commencement Date**"), and terminating on the fifth anniversary of the Commencement Date with five (5) successive five (5) year options to renew.
3. The Land that is the subject of the Agreement is described in Exhibit A annexed hereto. The portion of the Land being leased to Tenant and all necessary access and utility easements (the "**Premises**") are set forth in the Agreement.

In witness whereof, the parties have executed this Memorandum of Agreement as of the day and year first written above.

LANDLORD:

James J. Munson and Alecia K. Munson,
Owner

NOT FOR EXECUTION – EXHIBIT ONLY

By: _____

Name: James J. Munson

Title: Owner

Date: _____

TENANT:

Nextel West Corp.,
a Delaware corporation,
d/b/a Nextel Communications

NOT FOR EXECUTION – EXHIBIT ONLY

By: _____

Name: Alan Woydziak

Title: Director of Site Development

Date: _____

JM
AW

AW

Market: DMA
Site #: CO-0665 A
Site Name: Black Forest South

LANDLORD:

James J. Munson and Alecia K. Munson,
Owner

NOT FOR EXECUTION – EXHIBIT ONLY

By: _____

Name: Alecia K. Munson

Title: Owner

Date: _____

STATE OF

COUNTY OF

On _____, before me, _____, Notary Public, personally appeared **James J. Munson**, 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 they executed the same in their authorized capacity, and that by their 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.

_____(SEAL)
Notary Public

My commission expires: _____

STATE OF

COUNTY OF

On _____, before me, _____, Notary Public, personally appeared **Alecia K. Munson**, 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 they executed the same in their authorized capacity, and that by their 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.

_____(SEAL)
Notary Public

My commission expires: _____

Market: DMA
Site #: CO-0665 A
Site Name: Black Forest South

STATE OF COLORADO

COUNTY OF DOUGLAS

On _____, before me, _____, Notary Public, personally appeared Alan Woydziak, 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.

_____(SEAL)
Notary Public

My commission expires: _____



Nextel Communications
333 Inverness Drive South, Englewood, CO 80112

NEXTEL

January 18, 2005,

Ms. Heather Rose
Planner I
El Paso County Planning Department
2880 International Circle
Colorado Springs, CO 80910

**RE: Co-location Agreement Pertaining to Nextel Site CO-0665 A
El Paso County Project AL-04-011 EX-04-006**

Dear Ms. Rose:

As per the Conditions of Approval issued by the El Paso County Planning Department on December 16, 2004, please let this letter serve as verification that Nextel West Corp., d/b/a, Nextel Communications ("Nextel"), James J. Munson and Alecia K. Munson entered into a Communications Site Lease Agreement (the "Lease"), dated September 7, 2004, for the purposes of constructing and operating on the Munson's property, a 94-foot monopine capable of accommodating the standard antennas and equipment of up to three wireless telecommunications carriers.

Attached to this Letter please find a redacted copy of the Lease, which identifies a Twenty Five Hundred feet (2,500) Premises, telecommunications tower and appurtenant equipment. Pursuant to Section 15. Assignment and Subletting of the Lease, Nextel may sublet or license the Premises (or any portion thereof) to other lawful providers of communications services.

Alan Woydziak
Director of Site Development
Nextel West Corp., a Delaware Corporation
d/b/a Nextel Communications

STATE OF COLORADO
COUNTY OF DOUGLAS

On January 18, 2005 before me, PHYLLIS L. ROBINSON, Notary Public, personally appeared Alan Woydziak 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.

Notary Public
My commission expires: 9/25/05

(SEAL)

