

OWNERSHIP AND ENCUMBRANCE REPORT

CLIENT: CROWN CASTLE
ENTITY:
ADDRESS: 2055 S. Stearman Drive
Chandler, AZ 85286

DATE: 09/18/2017
AS OF DATE: 09/05/2017

LOAN#: 823520
ORT#: 01-17068604-01S

Order Information

CUSTOMER NAME: CROWN CASTLE
PROPERTY ADDRESS: 17997 Sierra Way, Monument, CO 80132
COUNTY: EL PASO

Vesting Information

TITLE VESTED IN: ROBERT J. BOILEAU, III AND KIMBERLY L. BOILEAU, NOT IN
TENANCY IN COMMON BUT IN JOINT TENANCY

Deed Information

Type of Instrument: WARRANTY DEED
Grantee: ROBERT J. BOILEAU, III AND KIMBERLY L. BOILEAU, NOT IN TENANCY
IN COMMON BUT IN JOINT TENANCY
Grantor: ALLEN P. GOODMAN
Book:
Dated: 02/28/2005
Doc #: 205031926
Page:
Recorded: 03/07/2005
Comments:

Customer Name: None Robert J. Boileau III
Application #: 823520 / DN03490A TMSL3

Mortgage/Deed of Trust and Judgment/Lien Information

(1) A DEED OF TRUST TO SECURE AN INDEBTEDNESS OF THE AMOUNT STATED BELOW AND ANY OTHER AMOUNTS PAYABLE UNDER THE TERMS THEREOF:

AMOUNT: \$375,255.39
TRUSTOR: ROBERT J. BOILEAU, III AND KIMBERLY L. BOILEAU
TRUSTEE: THE PUBLIC TRUSTEE OF EL PASO COUNTY
BENEFICIARY: FIRSTBANK
DATED: 06/07/2012
RECORDED: 07/13/2012
DOC#: 212079340

Comments and Additional Information

(2) ARROWWOOD PLAT MAP, AS RECORDED IN PLAT BOOK A2, PAGE(S) 66 OF EL PASO COUNTY RECORDS.

(3) CO-LOCATION DOCUMENT, RECORDED 10/27/2005, AS INSTRUMENT NO. 205172071 OF EL PASO COUNTY RECORDS.

(4) MEMORANDUM OF LEASE BY AND BETWEEN ROBERT J. BOILEAU, III AND KIMBERLY L. BOILEAU, LESSOR(S) AND NEW CINGULAR WIRELESS PCS, LLC, LESSEE(S), RECORDED 08/28/2012, AS INSTRUMENT NO. 212100008 OF THE EL PASO COUNTY RECORDS.

(5) MEMORANDUM OF MASTER PREPAID LEASE AND MANAGEMENT AGREEMENT BY AND BETWEEN T-MOBILE WEST TOWER LLC, A DELAWARE LIMITED LIABILITY COMPANY, LESSOR, AND CCTMO LLC, A DELAWARE LIMITED LIABILITY COMPANY, LESSEE, RECORDED 08/29/2013, AS INSTRUMENT NO. 213110878 OF THE EL PASO COUNTY RECORDS.

(6) MEMORANDUM OF LEASE BY AND BETWEEN ROBERT J. BOILEAU, III AND KIMBERLY L. BOILEAU, LANDLORD, AND NEW CINGULAR WIRELESS PCS, LLC, A DELAWARE LIMITED LIABILITY COMPANY, TENANT, RECORDED, 11/25/2013, AS INSTRUMENT NO. 213142285 OF THE EL PASO COUNTY RECORDS.

Customer Name: None Robert J. Boileau III
Application #: 823520 / DN03490A TMSL3

Tax Information

Authority: EL PASO COUNTY
Phone No: (719) 520-6666
Tax Type: COUNTY

Tax ID: 6118009003
Tax Year: 2016
Taxing Period: SEMIANNUAL

Amount Paid:	Date Paid:
Next Tax Due	Next Tax Due
Amount:	Date:
Amount	Good Through
Delinquent:	Date:

Comments: \$1,064.85 - PAID 02/23/2017
\$1,064.84 - PAID 06/08/2017

Customer Name: None Robert J. Boileau III
Application #: 823520 / DN03490A TMSL3

EXHIBIT "A"

SITUATE, LYING AND BEING IN THE SAID COUNTY OF EL PASO AND STATE OF COLORADO
DESCRIBED AS FOLLOWS:

TRACT 78, ARROWWOOD SUBDIVISION NO. 2 EL PASO COUNTY, COLORADO ACCORDING TO THE
PLAT THEREOF RECORDED IN PLAT BOOK A-2 AT PAGE 66.

TAX ID NO: 6118009003

ADDRESS: 17997 Sierra Way, Monument, CO 80132

Customer Name: None Robert J. Boileau III
Application #: 823520 / DN03490A TMSL3

Limitation on Liability of Company

USE OF THE REPORT: All of the reports and related schedules furnished by Old Republic National Title Insurance Company ("Company"), contain information obtained from public land records. Company makes no representation or warranty concerning the accuracy or completeness of these public records and the information contained therein other than as specifically set forth below. THESE REPORTS ARE NOT ABSTRACTS OR OPINIONS OF TITLE, TITLE BINDERS, TITLE COMMITMENTS OR GUARANTEES, OR TITLE INSURANCE POLICIES.

RECORDING SERVICES: Recording services, if provided to you, include a review of any instrument offered for recording to determine whether such instrument will be accepted by the Land Record offices. This review is not an opinion of the legal sufficiency of the instrument or the priority of the lien created by it.

WARRANTY: Company warrants to you, the customer, that the information contained in any report furnished to you has been accurately reported from the public record sources available as of the effective date of the report.

Company further warrants that it will perform all recording and update services in a professional and businesslike manner. THE FOREGOING WARRANTIES ARE THE ONLY WARRANTIES WITH RESPECT TO THE REPORTS AND SERVICES. THESE WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

LIMITATIONS: Company's liability for any breach of its warranty shall be limited to the actual amount of any loss incurred by you or \$30,000.00, whichever is less; liability is conditioned upon you taking all necessary steps to protect any interest you may acquire in the real property described in the report. In no event shall Company be liable for any special, incidental or consequential damages even if advised that such damages are possible or likely. This warranty is for your sole benefit and is not assigned to or intended to benefit any third party. Any other use or reliance on these reports, with or without notice to Company, for any other purpose, or by any third party, shall not create any liability. Company's warranty liability will terminate with the transfer, sale or assignment of any loan made by you that relates to the property described in the report.

AS TO FLORIDA: Company's liability limited to \$1,000.00 per FLORIDA STATUTE SECTION 627.7843.

AS TO OKLAHOMA: This report is for general information only. This report does not purport to set out the ownership or condition of the title. The ownership and condition of the title can only be determined by an attorney's examination of a complete abstract of the title. Due care and diligence have been exercised in preparing this report; however liability as to the correctness or completeness of the information shown above is limited to the cost of this report and acceptance of this by the company or persons for whom this report is made constitutes agreement and confirmation of this limitation of liability. This report does not contain certification as to Ad Valorem Tax Rolls.

Co-Location Document

VA-05-004

THIS collocation document is being filed in order to comply with El Paso County's condition requiring VoiceStream PCS II Corporation d/b/a T-Mobile to record a co-location document prior to obtaining a building permit to construct a wireless facility at 17995 Sierra Way, Monument, CO 80132.

For the entire term and any and all renewal terms, VoiceStream PCS II Corporation will have sole exclusive rights to add radio and transmitting and receiving equipment to the tower. VoiceStream PCS II Corporation will review submittals from any other party requesting permission to place any type of antenna on the tower or the property where this communication site is located. Such request must be submitted in writing, complete with all technical specifications for the antenna facilities, supports, mounts, and coaxial in order to perform the necessary structural analysis. The requesting party would supply all their frequencies and power levels in order to allow VoiceStream PCS II Corporation to perform an inter-modulation study to insure VoiceStream PCS II Corporation's operation will not experience interference or the tower's structural integrity is not endangered. In addition, VoiceStream PCS II Corporation will have thirty (30) days from receipt of said information in which to review this information. The approval for locating any additional antennas on the tower will be at VoiceStream PCS II Corporation sole discretion. **All parties interested in collocating will also need to obtain a lease from the owner of the property.**

Legal Description:

Tract 78, Arrowwood Subdivision Flg 2, County of El Paso, State of Colorado.

Dated this 24th day of October, 2005

ROBERT C. "BOB" BALINK El Paso County, CO

10/27/2005 02:06:32 PM

Doc \$0.00 Page

Rec \$11.00 1 of 2



205172071

By:

Printed Name: Wayne Leuck

Its: Mountain West Area Director
VoiceStream PCS II Corporation

By:

Printed Name: Robert Boileau

Its: Owner

By:

Printed Name: Kimberly Boileau

Its: Owner

Return to:
T-Mobile USA
Attn: Matt Butten
2323 Delgany St
Denver, CO 80216

213110878 08/29/2013 09:31:59

PGS 10 \$56.00 DF \$ 0

Electronically Recorded Official Records El Paso County CO
Wayne W. Williams Clerk and Recorder
TD1000 N

Recording Requested by
and Return to:
Old Republic Residential Information Services
530 S. Main Street, Suite 1031
Akron, Ohio 44311
Attention: _____

STATE OF COLORADO)

COUNTY OF EL PASO)

Cross Reference to:

**MEMORANDUM OF MASTER PREPAID LEASE
AND MANAGEMENT AGREEMENT**

THIS MEMORANDUM OF MASTER PREPAID LEASE AND MANAGEMENT AGREEMENT (this "Memorandum") is made this 6th day of August, 2013, by and between **T-MOBILE WEST TOWER LLC**, a Delaware limited liability company ("T-Mobile Lessor"), having a mailing address of 12920 S.E. 38th Street, Bellevue, Washington 98006, and **CCTMO LLC**, a Delaware limited liability company ("Crown"), having a mailing address of 2000 Corporate Drive, Canonsburg, Pennsylvania 15317.

1. Allen P. Goodman and VoiceStream PCS II Corporation, a Delaware corporation ("Original T-Mobile Tenant") entered into that certain Site Lease with Option dated February 18, 2004, a memorandum of which is attached hereto as **Exhibit B** for certain real property as described on **Exhibit A** attached hereto and incorporated herein by reference (the "Land").

2. T-Mobile Lessor and Crown are parties to (a) a Master Prepaid Lease (the "MPL") and (b) a Management Agreement (the "MA"), each with an effective date of November 30, 2012, pursuant to which T-Mobile Lessor (as successor to Original T-Mobile Tenant) has granted to Crown and Crown has accepted, either (y) a leasehold or sub-leasehold interest in the Land, together with the telecommunications tower located thereon, and such other improvements as more fully set forth in the MPL or the MA, as applicable (collectively, the "Site"), or (z) an exclusive right to operate, manage and administer the Site, in either case, subject to the terms, conditions and reservations in the MPL or the MA, as applicable.

213110878

3. The MPL and the MA each have a term that commenced on November 30, 2012 and shall terminate or expire, with respect to the Site, on the Site Expiration Date or Technical Closing Date, as applicable, and as determined in accordance with the MPL and the MA, but in no event later than December 31, 2049.

4. Crown has an option to purchase T-Mobile Lessor's right, title and interest in the Site in accordance with Section 20 of the MPL.

5. Unless otherwise defined herein, capitalized terms shall have the meaning set forth in the MPL. The MPL and the MA and any and all amendments thereto contain terms and conditions in addition to those set forth in this Memorandum. This Memorandum is not intended to amend or modify the terms and conditions of the MPL or the MA or of any amendments thereto. The parties agree that the terms and conditions of the MPL and the MA, as applicable, shall govern the relationship of the parties under this Memorandum and the MPL and the MA are each incorporated herein by reference. In the event of a conflict or inconsistency between the terms of the MPL or the MA and this Memorandum, the applicable terms of the MPL and the MA shall govern and control.

6. This Memorandum shall not be amended, supplemented or modified in any respect, except pursuant to written agreement duly executed by the parties; provided, however, if the term of both the MPL and MA shall terminate or expire with respect to the Site, the parties shall execute and file a revocation of or amendment to this Memorandum to evidence such termination or expiration. If either party fails to timely execute a revocation of or amendment to this Memorandum promptly after the expiration or termination of both the MPL and MA, then the other party shall have the right to execute such revocation or amendment as attorney in fact for such failing party.

7. T-Mobile Lessor granted to Crown a Power of Attorney dated November 30, 2012 related to the leasing, management and operation of the Site, which Power of Attorney was recorded as Instrument Number E 213078778 in the aforesaid recording office.

[Remainder of page intentionally left blank. Signature and acknowledgments to follow.]

IN WITNESS WHEREOF, the parties hereto have set their hands and seals as of the date first above written.

T-MOBILE LESSOR:

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

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

By: *[Signature]*
Name: Elie Smith
Its: Real Estate Transaction *Manager*

STATE OF Texas)
COUNTY OF Harris)

The foregoing instrument was acknowledged before me on this 6 day of August, 2013 by Helen Smith of CCTMO LLC, a Delaware limited liability company, as Attorney in Fact for T-MOBILE WEST TOWER LLC on behalf of said limited liability company.

Given under my hand and official seal this 6 day of August, 2013.

[Signature]
Notary Public

My Commission Expires: 8.8.15

[SEAL]



CROWN:

CCTMO LLC,
a Delaware limited liability company

By: *[Signature]* (SEAL)
Name: Ellie Smith Manager
Its: Real Estate Transaction ~~Supervisor~~

STATE OF Texas,
COUNTY OF Harris,

The foregoing instrument was acknowledged before me on this 6 day of August, 2013 by Helen Smith of CCTMO LLC, a Delaware limited liability company, on behalf of said limited liability company.

Given under my hand and official seal this 6 day of August, 2013.

[Signature]
Notary Public

My Commission Expires: 8.8.15

[SEAL]



EXHIBIT "A"

An approximately 450 square foot portion of the following described real property, together with easements for ingress, egress and utilities thereto:

SITUATE, LYING AND BEING IN THE SAID COUNTY OF EL PASO AND STATE OF COLORADO DESCRIBED AS FOLLOWS:

TRACT 78, ARROWWOOD SUBDIVISION NO. 2 EL PASO COUNTY, COLORADO ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK A-2 AT PAGE 66.

TAX ID NO: 6118009003

ADDRESS: 17997 Sierra Way, Monument, CO 80132

The utility easements thereto being more particularly described as :

5 FOOT UTILITY EASEMENT A

A 5 foot strip of land located in that parcel of land known as Tract 78 of Arrowwood Subdivision No.2 as recorded in Plat Book A2, Page 66 of the Public Records of El Paso County, situated in the East Half of Section 18, Township 11 South, Range 66 West of the Sixth Principal Meridian, County of El Paso, State of Colorado, said 5 foot strip being 2.5 feet on both sides of the following described centerline:

For the purposes of this description the bearings are based on the northerly line of said Tract 78 of Arrowwood Subdivision No.2, assumed to bear North 74°49'17" East.

Commencing at the northeast corner said Tract 78 of Arrowwood Subdivision No.2

THENCE South 00°45'53" East along the easterly line of said Tract 78 of Arrowwood Subdivision No.2 a distance of 27.87 feet to the POINT-OF-BEGINNING;

THENCE North 40°31'58" West a distance of 16.68 feet;

THENCE South 74°47'49" West a distance of 141.05 feet to a point hereinafter known as Point A;

THENCE South 09°01'45" West a distance of 52.34 feet;

THENCE South 00°50'24" East a distance of 23.38 feet;

THENCE South 17°24'27" West a distance of 19.65 feet more or less to the northerly line of an existing building and the POINT OF TERMINUS.

The sidelines of said strip are to be lengthened or shortened to intersect northerly line of the existing building and the easterly line of said Lot 78, Arrowwood Subdivision No.2.

Containing 1255 Square Feet or 0.03 Acres, more or less.

5 FOOT UTILITY EASEMENT B

A 5 foot strip of land located in that parcel of land known as Tract 78 of Arrowwood Subdivision No.2 as recorded in Plat Book A2, Page 66 of the Public Records of El Paso County, situated in the East Half of Section 18, Township 11 South, Range 66 West of the Sixth Principal Meridian, County of El Paso, State of Colorado, said 5 foot strip being 2.5 feet on both sides of the following described centerline:

Commencing at Point A as described above;

THENCE South 85°45'02" West a distance of 7.67 feet to the POINT OF TERMINUS.

The sidelines of said strip are to be lengthened or shortened to intersect the 5 foot utility easement described above and be perpendicular to the point of terminus.

Containing 26 Square Feet more or less.

EXHIBIT "B"

Memorandum of Lease
Assessor's Parcel Number: 6118009003
Between Allen P. Goodman ("Landlord")
and VoiceStream PCS II Corporation ("Tenant")

A Site Lease with Option (the "Lease") by and between Allen P. Goodman ("Landlord") and VoiceStream PCS II Corporation, a Delaware corporation ("Tenant") was made regarding a portion of following the property:

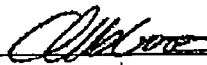
See Attached Exhibit "A" incorporated herein for all purposes

The Option is for a term of six (6) months after the Effective Date of the Lease (as defined under the Lease), with up to one additional six (6) month renewal ("Optional Period").

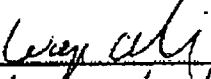
The Lease is for a term of five (5) years and will commence on the date as set forth in the Lease (the "Commencement Date"). Tenant shall have the right to extend this Lease for five (5) additional five-year terms.

IN WITNESS WHEREOF, the parties hereto have respectively executed this memorandum effective as of the date of the last party to sign.

LANDLORD: Allen P. Goodman

By: 
Printed Name: Allen P. Goodman
Date: 9 Feb 04

TENANT: VoiceStream PCS II Corporation

By: 
Printed Name: Wayne Leuck
Title: Director of Engineering
Date: 2-27-2004

Site Number: DN03450
Site Name: Goodman & Sons
Market: DENVER MTA

Version 10-2-01

[Notary block for Landlord]

[Notary block for Individual]

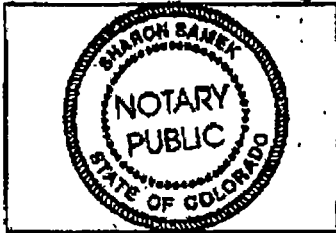
STATE OF COLORADO

COUNTY OF EL PASO

} ss.

This instrument was acknowledged before me on February 9, 2004, by Allen P. Goodman.

Dated: February 9, 2004



(Use this space for notary stamp/seal)

Sharon Samek
Notary Public
Print Name Sharon Samek
My commission expires MY COMMISSION EXPIRES 08/07/2007

[Notary block for Tenant]

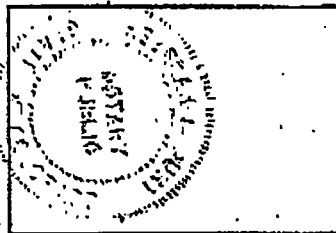
STATE OF Colorado

COUNTY OF Denver

} ss.

I certify that I know or have satisfactory evidence that William Lehek is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Director of VoiceStream PCS II Corporation, a Delaware corporation, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: 2/27/04



(Use this space for notary stamp/seal)

Rebekah L. Dugan
Notary Public
Print Name Rebekah L. Dugan
My commission expires 11/16/2004

Site Number: DN03-090
Site Name: Goodman & Sons
Address: DENVER, CO

Version 103-01

**Memorandum of Lease EXHIBIT A
Legal Description**

The Property is legally described as follows:

Tract 78 in Arrowwood Subdivision No. 2, El Paso County, State of Colorado

File Number: D003490
File Name: Goodman & Sons
Market: DENVER, CO

Version: 10-3-01

WAYNE W. WILLIAMS
11/25/2013 01:43:32 PM
Doc \$0.00 Page
Rec \$31.00 1 of 5

El Paso County, CO



213142285

MEMORANDUM OF LEASE

Prepared By:

Julie W. Coleman
TTT Corporation
10852 W. Ontario Avenue
Littleton, CO 80127

Return to:

Julie W. Coleman, Walker Commercial
9457 S. University Blvd., #401
Highlands Ranch, CO 80126

Re: Cell Site #: COU2122; Cell Site Name: Higby Rd. & Colonial Park Dr.
Fixed Asset Number: 10150530
State: Colorado
County: El Paso

MEMORANDUM OF LEASE

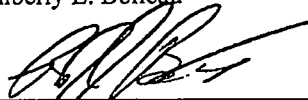
This Memorandum of Lease is entered into on this 27 day of September, 2013, by and between Robert J. Boileau, III and Kimberly L. Boileau, having a mailing address of 17995 Sierra Way, Monument, CO 80132 (hereinafter referred to as "**Landlord**") and New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address of 575 Morosgo Drive, Suite 13-F, West Tower, Atlanta, GA 30324 (hereinafter referred to as "**Tenant**").

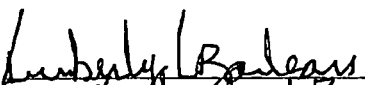
1. Landlord and Tenant entered into a certain Land Lease Agreement ("**Agreement**") on the 27 day of September, 2013, for the purpose of installing, operating and maintaining a communications facility and other improvements. All of the foregoing is set forth in the Agreement.
2. The initial lease term will be five (5) years commencing on the Effective Date of the Agreement, with four (4) successive five (5) year options to renew.
3. The portion of the land being leased to Tenant and associated easements are described in **Exhibit 1** annexed hereto.
4. This Memorandum of Lease is not intended to amend or modify, and shall not be deemed or construed as amending or modifying, any of the terms, conditions or provisions of the Agreement, all of which are hereby ratified and affirmed. In the event of a conflict between the provisions of this Memorandum of Lease and the provisions of the Agreement, the provisions of the Agreement shall control. The Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, successors, and assigns, subject to the provisions of the Agreement.

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

"LANDLORD"

Robert J. Boileau, III
Kimberly L. Boileau

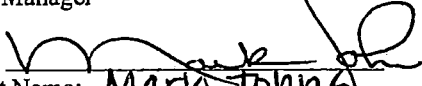
By: 
Print Name: Robert J. Boileau, III
Its: _____
Date: 9-27-13

By: 
Print Name: Kimberly L. Boileau
Its: _____
Date: 9-27-13

"TENANT"

New Cingular Wireless PCS, LLC,
a Delaware limited liability company

By: AT&T Mobility Corporation
Its: Manager

By: 
Print Name: Mark Johns
Its: Area Manager
Date: 9-17-13

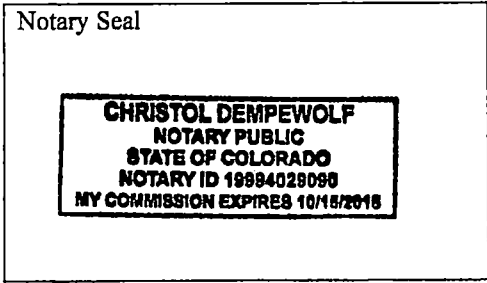
[ACKNOWLEDGMENTS APPEAR ON THE NEXT PAGE]

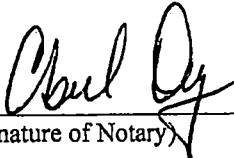
LANDLORD ACKNOWLEDGMENT

COLORADO LANDLORD INDIVIDUAL ACKNOWLEDGEMENT

STATE OF COLORADO)
)ss.
COUNTY OF El Paso)

The foregoing instrument was acknowledged before me this 27 day of September 2013, by Robert J. Boileau, III.



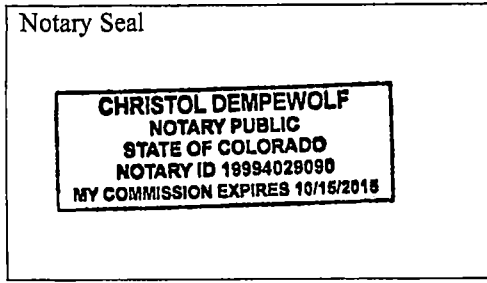


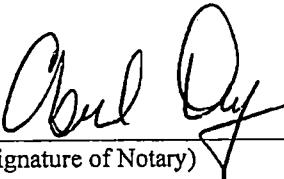
(Signature of Notary)
My Commission Expires: 10-15-15

COLORADO LANDLORD INDIVIDUAL ACKNOWLEDGEMENT

STATE OF COLORADO)
)ss.
COUNTY OF El Paso)

The foregoing instrument was acknowledged before me this 27 day of September 2013, by Kimberly-L. Boileau.





(Signature of Notary)
My Commission Expires: 10-15-15

EXHIBIT 1

DESCRIPTION OF PREMISES

Page 1 of 1

to the Memorandum of Lease dated 9/27, 2013, by and between Robert J. Boileau, III and Kimberly L. Boileau, as Landlord, and New Cingular Wireless PCS, LLC, a Delaware limited liability company, as Tenant.

The Property is legally described as follows:
TRACT 78, ARROWWOOD SUBDIVISION NO. 2, COUNTY OF EL PASO, STATE OF COLORADO

The Premises are described and/or depicted as follows:

Lease Area Sketch or Survey:

