

OWNERSHIP AND ENCUMBRANCE REPORT

CLIENT: CROWN CASTLE DATE: 09/18/2017

ENTITY: AS OF DATE: 09/05/2017

ADDRESS: 2055 S. Stearman Drive

Chandler, AZ 85286

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 WARRANTY DEED

Instrument

Grantee: ROBERT J. BOILEAU, III AND KIMBERLY L. BOILEAU, NOT IN TENANCY

IN COMMON BUT IN JOINT TENANCY

Grantor: ALLEN P. GOODMAN

Book: Page:

Dated: 02/28/2005 **Recorded:** 03/07/2005

Doc #: 205031926

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

<u>Tax ID:</u> 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:

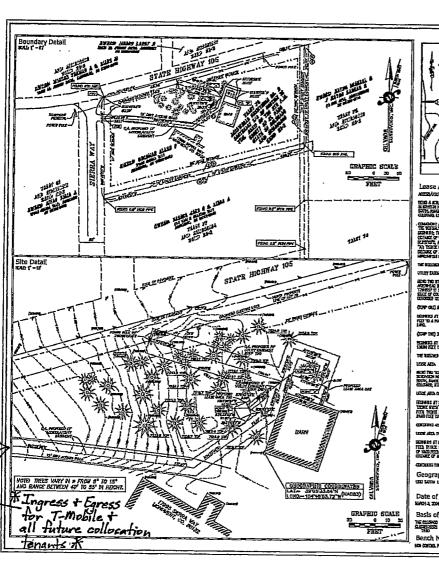
Tract 78, Arrowwood Subdivision Flg 2, County of El Paso, State of Colorado.

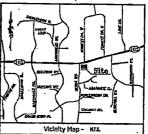
ROBERT C. "BOB" BALINK Dated this 24th day of October, 2005 10/27/2005 02:06:32 PM Doc \$0.00 Rec \$11.00 By: Printed Name: Wayne Leuck Mountain West Area Director VoiceStream PCS II Corporation By; Printed Name: Robert Beileau Owner Its: By: Printed Name: Kimberly Bolleau Its: Owner

Return to: T-Mobile USA Affa: Maff Butlen 2323 Delgany St. Denver, 00 80216

El Paso County, CO

Page 1 of 2





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Date of Survey MACH 4 200

Basis of Bearings

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DESTRICT ON STREET

ROJECT INFORMATIONS

GOODMAN & SONS DN03490A

17935 SIERRA WAY BONNENT, CO. BO152 COUNTY OF EL PASO

CURRENT ISSUE DATES

10/7/05

CONSTRUCTION

A 00/00/00 seema

↑ 4/5/04 AC PURCH

↑ 4/12/04

PLANS FREPARED BY: COMMUNICATION:
Services, Inc.
7720 E Belleview, Str. B-350
Englowcod, Co. 80111
Iclophane: (303) 740-8535
Fbx (303) 740-8535
Fbx (303) 740-8509
Englowcod, Co. 80111

AWAL JAL JS

CAL VADA

SURVEYING, INC.

TOPOGRAPHIC SURVEY

SHEET NUMBERS

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

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 day of da

- 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.

- 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

Name: Ellie Smith Manager Its: Real Estate Transaction

county of Hamis

The foregoing instrument was acknowledged before me on this odd day of cctmo 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

day of May 15

2013.

Notary Public

My Commission Expires:

8.8.15

[SEAL]



CROWN:

CCTMO LLC,

a Delaware limited liability company

By:	approved	(SEAL)
Name:	Ellie Smith	Manage
Its:	Real Estate Transactio	n Supervisor O

STATE OF TEXAS)
COUNTY OF Ham'S)

The foregoing instrument was acknowledged before me on this 6 day of company, 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 04315, 2013

Notary Public

My Commission Expires: 8.8.15

[SEAL]

SARAH E. SCOPEL
Notary Public, State of Texas
My Commission Expires
August 08, 2015

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, ARROWMOOD 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 conterline:

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 Lat 78, Arrowwood Subdivision No.2.

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

5 FOOT UTILITY EASEMENT B

A 5 fact strip of land located in that parcel of land known as Tract 78 of Arrowwood Subdivision No.2 as recorded in Plot 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 sold 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 ("Tenanu")

A Site Leass with Option (the "Lease") by and between Allen P. Geodenan ("Landlord") and VoiceStream PCS II Corporation, a Delaware corporation ("Tonant") 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) menths after the Effective Date of the Lease (as defined under the Lease), with up to one additional six (6) menth 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.

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

By:

Printed Name: Allen P. Goodman

Date:

TENANT: VoiceStream PCS II Corperation

By.

Printed Name: Locy CM

Its: Director of Box in perfing

Date: 2-27-2004

Site Number: DN93490
Site Nume: Goodman & Sons
Market: DENVER MTA

LANDLORD: Allen F. Goodman

Version 10-2-01

[Notary block for Landlord]	
[Notary block for Individual] .	
STATE OF COLORADO)
COUNTY OF EL PASO) 3. }
This instrument was solmowled	ged before me on Telorum rough 2004, by Allen P. Goodman.
Dougt Fe bours ou	
NOTARY PUBLIC SO OF GOLDEN (Use this space for notary stamp/seal)	Noney Public Print Name Shapeth Startek My commission copies My commission copies My commission copies 08/07/2007
[Netary block for Tenent]	
STATE OF COLORCADO COUNTY OF DATA I certify that I know or have) satisfactory evidence that \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \
بمالشينيات ووسيما الثارة أرب بالمحالمية	
execute the instrument and acknowled	leed that he signed this instrument, on oath stated that he was authorized to iged it as the
a Delaware corporation, to be the fre- instrument.	dged it as the 187 c CAST of VoiceStream PCS II Corporation, c and voluntary act of such party for the uses and purposes mentioned in the
a Delaware corporation, to be the fre- instrument.	e and voluntary act of such party for the uses and purposes mentioned in the
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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 Colorade

Site Number Site Names DOUGHO Geodren & Style DENVER MTA Valida 10-2-01

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

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 17	
Monument, CO 80132 (hereinafter referred to as "Landlord") and New Cingular Wireless PCS,	
limited liability company, having a mailing address of 575 Morosgo Drive, Suite 13-F, West To	wer, 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 mure 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

y: Vy rint Name: Ribert

By: Luberly Raleaus

"TENANT"

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

By: AT&T Mobility Corporation

Its: Manager

By: V

Date:

[ACKNOWLEDGMENTS APPEAR ON THE NEXT PAGE]

TENANT ACKNOWLEDGMENT

AT&T ACKNOWLEDGEMENT	
STATE OF COLORADO))ss.
COUNTY OF Arapahol)
The foregoing instrument was acknowledged	before me this 11 day of September 2013, by Mark of AT&T Mobility Corporation.
Notary Seal	
ERIN McLAUGHLIN NOTARY PUBLIC STATE OF COLORADO MY COMMISSION EXPIRES 4/20/2015	En Withaught.
WA COMMISSION TO THE	(Signature of Notary) V 0
	My Commission Expires: 4/20/2015

LANDLORD ACKNOWLEDGMENT

COLORADO LANDLORD INDIVIDUA	L ACKNOWLEDGEMENT
STATE OF COLORADO)
COUNTY OF El Paso)ss.)
The foregoing instrument was acknowledged Boileau, III.	d before me this and day of spember 2013, by Robert J.
Notary Seal	
CHRISTOL DEMPEWOLF NOTARY PUBLIC STATE OF COLORADO NOTARY ID 19984029090 NY COMMISSION EXPIRES 10/15/2015	(Signature of Notary)
	My Commission Expires: 10-15-15
COLORADO LANDLORD INDIVIDUA	L ACKNOWLEDGEMENT
STATE OF COLORADO))ss.
COUNTY OF El Paso)
The-foregoing instrument was acknowledge Boileau.	d before me this <u>27</u> day of <u>2013</u> , by Kimberly L.
Notary Seal	
CHRISTOL DEMPEWOLF NOTARY PUBLIC STATE OF COLORADO NOTARY ID 19994029090 MY COMMISSION EXPIRES 10/15/2015	(Signature of Notary) My Commission Expires: 15-15
	My Commission Expires: // / / 3 - / 3

EXHIBIT 1

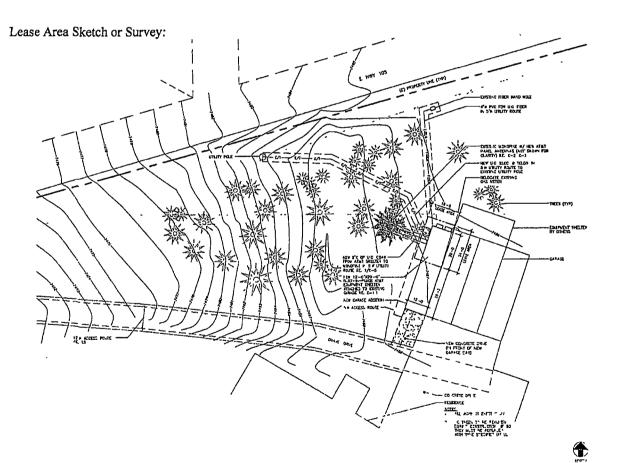
DESCRIPTION OF PREMISES

Page 1 of 1

to the Memorandum of Lease dated <u>9/27</u>, 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:



When Recorded Return To: LIEN RELEASE, GMAC MORTGAGE, LLC 2925 Country Dr., St Paul, MN 55117 Recording Requested By: GMAC MORTGAGE, LLC

BY HOLDER OF THE EVIDENCE OF DEED OF TRUST AND RELEASE

BY HOLDER OF THE EVIDENCE OF DEBT WITHOUT PRODUCTION OF EVIDENCE OF DEBT PURSUANT TO § 38-39-102(1)(a) AND (3), CRS
GMAC MORTGAGE, LLC #:0307693077 "BOILEAU III" Lender ID:41754/15538404 El Paso, Colorado PIF: 06/12/2012

MERS #: 1000221-0011986866-9 SIS #: 1-888-679-6377.

Date: May 9th, 2013 Date: May 9th, 2013
Original Grantor (Borrower): ROBERT J. BOILEAU III AND KIMBERLY L. BOILEAU
Original Grantor's Address: 17995 SIERRA WAY, MONUMENT, CO 80132-8424
Original Beneficiary (Lender): LONG BEACH MORTGAGE COMPANY
Date of Deed of Trust: 02/25/2005 Date of Deed of Trust: 02/25/2005
Recording Date of Deed of Trust: 03/07/2005
County of Recording: El Paso
Recorded Deed of Trust: Reception No. 205031928
Book and Page of Deed of Trust: in Book/Reel/Liber: N/A Page/Folio: N/A

TO THE PUBLIC TRUSTEE OFEI Paso County (The County of the Public Trustee who is the appropriate grantee to whom the above Deed of Trust should grant an interest in the property described in the Deed of Trust.)

PLEASE EXECUTE AND RECORD A RELEASE OF THE DEED OF TRUST DESCRIBED ABOVE. The indebtedness secured by the Deed of Trust has been fully or partially paid and/or the purpose of the Deed of Trust has been fully or partially satisfied in regard to the property encumbered by the Deed of Trust has been fully or partially satisfied in regard to the property encumbered by the Deed of Trust has been fully or partially satisfied in regard to the property encumbered by the Deed of Trust has been fully or partially satisfied in regard to the property encumbered by the Deed of Trust has been fully or partially satisfied in regard to the property encumbered by the Deed of Trust has been fully or partially satisfied in regard to the property encumbered by the Deed of Trust has been fully or partially satisfied in regard to the property encumbered by the Deed of Trust has been fully or partially satisfied in regard to the property encumbered by the Deed of Trust has been fully or partially satisfied in regard to the property encumbered by the Deed of Trust has been fully or partially satisfied in regard to the property encumbered by the Deed of Trust has been fully or partially satisfied in regard to the property encumbered by the Deed of Trust has been fully or partially satisfied in regard to the property encumbered by the Deed of Trust has been fully or partially satisfied in regard to the property encumbered by the Deed of Trust has been fully or partially satisfied in regard to the property encumbered by the Deed of Trust has been fully or partially satisfied in regard to the property encumbered by the Deed of Trust has been fully or partially satisfied in regard to the property encumbered by the Deed of Trust has been fully or partially satisfied in regard to the property encumbered by the Deed of Trust has been fully or partially satisfied in regard to the property encumbered by the Deed of Trust has been fully or partially satisfied in regard to the property encumbered by the Deed of Trust has been fully or partially satisfied in regard to the property encumbered by the Deed of Trust has been fully or partially satisfied in regard (IF NO LEGAL DESCRIPTION IS LISTED THIS WILL BE DEEMED A FULL RELEASE)

Pursuant to §38-39-102(3), Colorado Revised Status, in support of the Request for Release of Deed of Trust, the undersigned, as the holder of the evidence of debt secured by the Deed of Trust described above, or a Title Insurance Company authorized to request the release of Deed of Trust pursuant to §38-39-102(3)(c), Colorado Revised Statutes, in lieu of the production or exhibition of the original evidence of debt this Request for Release, certifies as follows:

- 1. The purpose of the Deed of Trust has been fully or partially satisfied.
- 2. The original evidence of debt is not being exhibited or produced herewith.

3. It is one of the following entities (check applicable box):
a.[x] The holder of the original evidence of the debt that is a qualified holder, as specified in §38-39-102(3)(a), Colorado Revised Statutes, that agrees that is obligated to the indemnify the Public Trustee for any and all damages, costs, liabilities, and reasonable attorney fees incurred as a result of the action of the Public Trustee taken in accordance with this Request for Release;

GMAC MORTGAGE, LLC

Current Holder of the Evidence of Debt Secured by Deed of Trust (Lender)

Jody Delfs, Authorized Officer

Name and Title of Agent or Officer of Current Holder
3451 HAMMOND AVENUE, WATERLOO, IA 50702

Address of Current Holder

WAYNE W. WILLIAMS 08/15/2013 10:01:12 AM

Doc \$0.00 Page Rec \$11.00 1 of 1

FOF Iowa

COUNTY OF Black Hawk

On STAIRS before me, B. ARNDT, a Notary Public in and for Black Hawk in the State of Iowa, personally appeared Jody Delfs, Authorized Officer of GMAC MORTGAGE, LLC, 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 schnowledged to me that he/she/they executed the same in his/her/their authorized capacity, and that by his/her/their signature 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,

B. ARNDT Notary Expires: 03/04/2014 #766996

B. ARNDT COMMISSION NO. 766996 MY COMMISSION EXPIRES March 04, 2014

(This area for notarial seal)

RELEASE OF DEED OF TRUST

WHEREAS, the Grantor(s) named above, by Deed of Trust, granted certain real property described in the Deed of Trust to the Public Trustee of the County referenced above, in the State of Colorado, to be held in trust to secure the payment of the indebtedness referred to therein; and WHEREAS, the indebtedness secured by the Deed of Trust has been fully or partially paid and/or the purpose of the Deed of Trust has been fully or partially satisfied according to the written request of the holder of the evidence of debt or Title Insurance Company authorized to request the release of the Deed of Trust:

NOW THEREFORE, in consideration of the premises and the payment of the statutory sum, receipt of which is hereby acknowledged, I as the Public Trustee in the County named above, do hereby fully and absolutely release, cancel and forever discharge the Deed of Trust or that portion of the real property described above in the Deed of Trust, together with all privileges and appurtenances thereto belonging.

Paso Coun Public Trustee Janice Petersen AUG 1 3 2013 Public Deputy Public Trustee Trustee Public Trustee A- 0307693077 COSTATE_TRUST_IND "HHHHGM *NUL*NULGMAU*05/09/2013 01:55:10 PM* GMAC01GMAC00000000