

**THIRD AMENDMENT TO
SITE LEASE WITH OPTION**

THIS THIRD AMENDMENT TO SITE LEASE WITH OPTION (the "Third Amendment") is made effective this 25 day of January, 2019, by and between ROBERT J. BOILEAU, III AND KIMBERLY L. BOILEAU, not in tenancy in common but in joint tenancy (hereinafter referred to as "Landlord") and T-MOBILE WEST TOWER LLC, a Delaware limited liability company, by and through its Attorney In Fact, CCTMO LLC, a Delaware limited liability company (hereinafter referred to as "Tenant").

RECITALS

WHEREAS, Allen P. Goodman ("Original Landlord") and VoiceStream PCS II Corporation, a Delaware corporation ("Original Tenant") entered into a Site Lease with Option dated February 18, 2004 (the "Original Lease") whereby Original Tenant leased certain real property, together with access and utility easements, located in El Paso County, Colorado from Original Landlord (the "Premises"), all located within certain real property owned by Original Landlord ("Landlord's Property"); and

WHEREAS, the Original Lease was amended by that certain Amendment to the Site Lease with Option dated September 30, 2005 ("First Amendment") and by that certain Second Amendment to Site Lease with Option dated January 31, 2013 ("Second Amendment"), together with a Co-Location Document dated October 24, 2005 and recorded on October 27, 2005 at Instrument No. 205172071, a copy of which is attached hereto as Exhibit C (the "Co-Location Document") (hereinafter the Original Lease and all subsequent documents listed above are collectively referred to as the "Lease"); and

WHEREAS, Robert J. Boileau, III and Kimberly L. Boileau are currently the Landlord under the Lease as the current owner of Landlord's Property, as more fully set forth in the Warranty Deed recorded on March 7, 2005 at Instrument No. 205031926 in the official records of El Paso County, Colorado; and

WHEREAS, T-Mobile West Tower LLC is currently the Tenant under the Lease as successor in interest to the Original Tenant; and

WHEREAS, the Premises may be used for the purpose of constructing, maintaining and operating a communications facility, including tower structures, equipment shelters, cabinets, meter boards, utilities, antennas, equipment, any related improvements and structures and uses incidental thereto; and

WHEREAS, the Lease had an initial term that commenced on November 16, 2005 and expired on November 15, 2010. The Lease, as amended, provides for five (5) extensions of five (5) years each, two (2) of which were exercised by Tenant. According to the Lease, the final extension expires on November 15, 2035; and

WHEREAS, Landlord and Tenant desire to amend the Lease on the terms and conditions contained herein.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are acknowledged, Landlord and Tenant agree as follows:

1. Recitals; Defined Terms. The parties acknowledge the accuracy of the foregoing recitals. Any capitalized terms not defined herein shall have the meanings ascribed to them in the Lease.

2. Additional Lease Area. Landlord and Tenant agree that the Premises is hereby expanded in size to include additional space, which consists of a three-hundred thirty five (335) square foot parcel of real property adjacent to the existing Premises at a location more particularly shown on the Site Plan attached hereto as Exhibit B (the "Additional Lease Area"). The Premises, as expanded hereby, is described on Exhibit A attached hereto. Notwithstanding anything to the contrary in this Third Amendment, Tenant is not relinquishing any rights to any lease area, access easements, and/or utility easements that it possesses prior to the date of this Third Amendment. In the event the location of any of Tenant's or its sublessees' existing improvements, utilities, and/or access routes are not depicted or described on the Site Plan and/or legal descriptions, Tenant's leasehold rights and access and utility easement rights over such areas shall remain in full force and effect and the Premises shall be deemed to include such areas.

3. Co-Location. Landlord and Tenant acknowledge and agree that they are entering into this Third Amendment in lieu of any requirement that Verizon Wireless, or its affiliate ("Verizon"),

enter into a separate lease with Landlord pursuant to the Co-Location Document. Accordingly, Verizon shall not be required to enter into a lease directly with Landlord.

4. Access and Utility Easements. Additionally, Landlord grants and conveys unto Tenant, its successors and assigns, the following rights and interests: (i) a non-exclusive easement for ingress and egress, parking, and staging, seven days per week, twenty-four hours per day, on foot or motor vehicle, including trucks, together with the right to install, replace and maintain utility wires, poles, cables, conduits and pipes, along a twelve (12) foot wide right-of-way (the "Access & Utility Easement"), and (ii) a non-exclusive easement with the right to install, replace and maintain utility wires, poles, cables, conduits and pipes, along a five (5) foot wide right-of-way ("Utility Easement"). The Utility Easement and Access & Utility Easement are more particularly described by metes and bounds in Exhibit "A" attached hereto and shown on the Site Plan attached hereto as Exhibit "B". Tenant, its employees, contractors, servants or agents, shall not use the concrete portion of the driveway located to the East of the Access & Utility Easement for ingress and egress.

5. Hold Harmless. Tenant shall indemnify and defend Landlord against, and hold Landlord harmless from, any claim of liability or loss from personal injury or property damage arising from the use and occupancy of the Premises or Landlord's Property by Tenant, its employees, contractors, servants or agents, except to the extent such claims are caused by the intentional misconduct or negligent acts or omissions of Landlord, its employees, contractors, servants or agents. Tenant shall promptly make any payment that it is obligated to make pursuant this Section.

6. Additional Lease Area Rent. Rent for the Additional Lease Area will be [REDACTED] per month, beginning upon the commencement of the installation of improvements ("Additional Lease Area Rent"). The Additional Lease Area Rent is subject to increase and is payable in the same manner as Rent in accordance with Section 3 of the First Amendment. In the event Tenant ceases to use the Additional Lease Area, Tenant's obligation to pay the Additional Lease Area Rent shall likewise terminate upon (i) Tenant's removal of all communication facility equipment from the Additional Lease Area and restoration of the Additional Lease Area as nearly as reasonably possible to its

original condition, and (ii) the removal of any equipment serving Verizon that is located on Landlord's Property.

7. Expedite Fee. In consideration for amending the Lease, and executing and delivering the signed Third Amendment to Tenant on or before January 25, 2019, Tenant will pay Landlord [REDACTED] ("Expedite Fee"). Landlord understands time is of the essence and if the signed Third Amendment (and any applicable memorandum of Lease and/or amendment) is not delivered to Tenant on or before January 25, 2019, Landlord will forfeit the Expedite Fee. Landlord further agrees that if the Third Amendment (and any applicable memorandum of Lease and/or amendment) is not fully executed for any reason, the Expedite Fee will not be due or payable. The Expedite Fee is a one time payment and will be due and payable within sixty (60) days of full execution of this Third Amendment (and any applicable memorandum of Lease and/or amendment).

8. Representations, Warranties and Covenants of Landlord. Landlord represents, warrants and covenants to Tenant as follows:

a) Landlord is duly authorized to and has the full power and authority to enter into this Third Amendment and to perform all of Landlord's obligations under the Lease as amended hereby.

b) Except for that certain Deed of Trust recorded on July 13, 2012 at Instrument No. 212079340 in the official records of El Paso County, Colorado, Landlord owns the Premises free and clear of any mortgage, deed of trust, or other lien secured by any legal or beneficial interest in the Premises, or any right of any individual, entity or governmental authority arising under an option, right of first refusal, lease, license, easement or other instrument other than any rights of Tenant arising under the Lease as amended hereby and the rights of utility providers under recorded easements.

c) Landlord shall cooperate in all ways, including but not limited to providing information, signing documents and seeking execution by third parties of documents that will remove, subordinate, or satisfy any mortgages, deeds of trust, liens, or other encumbrances affecting the Premises, or will carry out and evidence the full intent and purpose of the parties under the Lease as amended hereby.

d) Upon Tenant's request, Landlord shall cure any defect in Landlord's title to the Premises which in the reasonable opinion of Tenant has or may have an adverse effect on Tenant's use or possession of the Premises.

e) Tenant is not currently in default under the Lease, and to Landlord's knowledge, no event or condition has occurred or presently exists which, with notice or the passage of time or both, would constitute a default by Tenant under the Lease.

9. Notices. Tenant's notice address as stated in Section 12 of the Original Lease is amended as follows:

If to Tenant:

T-Mobile West Tower LLC
12920 S.E. 38th Street
Bellevue, WA 98006
Attn: Leasing Administration

With a copy to:

T-Mobile West Tower LLC
c/o CCTMO LLC
Attn: Legal -- Real Estate Department
2000 Corporate Drive
Canonsburg, PA 15317

10. IRS Form W-9. Landlord agrees to provide Tenant with a completed IRS Form W-9, or its equivalent, upon execution of this Third Amendment and at such other times as may be reasonably requested by Tenant. In the event the Landlord's Property is transferred, the succeeding Landlord shall have a duty at the time of such transfer to provide Tenant with a completed IRS Form W-9, or its equivalent, and other related paper work to effect a transfer in the rent to the new Landlord. Landlord's failure to provide the IRS Form W-9 within thirty (30) days after Tenant's request shall be considered a default and Tenant may take any reasonable action necessary to comply with IRS regulations including, but not limited to, withholding applicable taxes from rent payments.


11. Counterparts. This Third Amendment may be executed in separate and multiple counterparts, each of which shall be deemed an original but all of which taken together shall be deemed to constitute one and the same instrument.

12. Remainder of Lease Unaffected. In all other respects, the remainder of the Lease shall remain in full force and effect. Any portion of the Lease that is inconsistent with this Third Amendment is hereby amended to be consistent.

Landlord and Tenant have caused this Third Amendment to be duly executed on the day and year first written above.

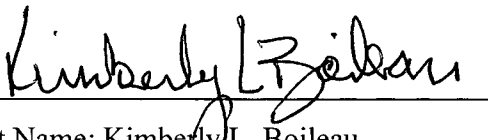
LANDLORD:

ROBERT J. BOILEAU, III AND
KIMBERLY L. BOILEAU, not in tenancy in
common but in joint tenancy

By: 
Print Name: Robert J. Boileau, III

LANDLORD:

ROBERT J. BOILEAU, III AND
KIMBERLY L. BOILEAU, not in tenancy in
common but in joint tenancy

By: 
Print Name: Kimberly L. Boileau

[Tenant Execution Page Follows]

This Third Amendment is executed by Tenant as of the date first written above.

TENANT:

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

By: CCTMO LLC, a Delaware limited
liability company

Its: Attorney In Fact

By:  _____

Print Name: Matthew Norwood
Senior Transaction Manager

Title: _____

EXHIBIT A
(Legal Description of Premises, as Expanded)

EXISTING PREMISES (referred to as "Lease Area #2" in Exhibit B)

A PORTION OF TRACT 78 OF ARROWWOOD SUBDIVISION NO. 2, LYING WITHIN THE EAST HALF (E 1/2) OF SECTION 18, TOWNSHIP 11 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF EL PASO, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID TRACT 78, FROM WHENCE THE NORTHWEST CORNER OF SAID TRACT 78 BEARS SOUTH 75°37'40" WEST A DISTANCE OF 485.28 FEET, WITH ALL BEARINGS HEREIN RELATED THERETO; THENCE SOUTH 57°44'08" WEST, 221.79 FEET TO THE POINT OF BEGINNING;

THENCE SOUTH 70°41'19" EAST, A DISTANCE OF 25.00 FEET TO A POINT;
THENCE SOUTH 19°18'41" WEST, A DISTANCE OF 14.00 FEET TO A POINT;
THENCE NORTH 70°41'19" WEST, A DISTANCE OF 25.00 FEET TO A POINT;
THENCE NORTH 19°18'41" EAST, A DISTANCE OF 14.00 FEET TO THE POINT OF BEGINNING.

CONTAINING ±350 SQUARE FEET OR ±0.008 ACRES OF LAND, MORE OR LESS.

ADDITIONAL LEASE AREA (referred to as "Lease Area #1" in Exhibit B)

A PORTION OF TRACT 78 OF ARROWWOOD SUBDIVISION NO. 2, LYING WITHIN THE EAST HALF (E 1/2) OF SECTION 18, TOWNSHIP 11 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF EL PASO, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID TRACT 78, FROM WHENCE THE NORTHWEST CORNER OF SAID TRACT 78 BEARS SOUTH 75°37'40" WEST A DISTANCE OF 485.28 FEET, WITH ALL BEARINGS HEREIN RELATED THERETO; THENCE SOUTH 48°42'36" WEST, 192.16 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 19°18'41" WEST, A DISTANCE OF 16.00 FEET TO A POINT; THENCE NORTH 70°41'19" WEST, A DISTANCE OF 19.00 FEET TO A POINT; THENCE NORTH 19°18'41" EAST, A DISTANCE OF 0.70 FEET TO A POINT; THENCE NORTH 70°41'19" WEST, A DISTANCE OF 2.00 FEET TO A POINT; THENCE NORTH 19°18'41" EAST, A DISTANCE OF 15.30 FEET TO A POINT; THENCE SOUTH 70°41'19" EAST, A DISTANCE OF 21.00 FEET TO THE POINT OF BEGINNING.

CONTAINING ±335 SQUARE FEET OR ±0.008 ACRES OF LAND, MORE OR LESS.

TOWER LEASE AREA

A PORTION OF TRACT 78 OF ARROWWOOD SUBDIVISION NO. 2, LYING WITHIN THE EAST HALF (E 1/2) OF SECTION 18, TOWNSHIP 11 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF EL PASO, STATE OF COLORADO,

MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID TRACT 78, FROM WHENCE THE NORTHWEST CORNER OF SAID TRACT 78 BEARS SOUTH 75°37'40" WEST A DISTANCE OF 485.28 FEET, WITH ALL BEARINGS HEREIN RELATED THERETO; THENCE SOUTH 61°38'39" WEST, 255.65 FEET TO THE POINT OF BEGINNING;

THENCE SOUTH 25°41'19" EAST, A DISTANCE OF 10.00 FEET TO A POINT;
THENCE SOUTH 64°18'41" WEST, A DISTANCE OF 10.00 FEET TO A POINT;
THENCE NORTH 25°41'19" WEST, A DISTANCE OF 10.00 FEET TO A POINT;
THENCE NORTH 64°18'41" EAST, A DISTANCE OF 10.00 FEET TO THE POINT OF BEGINNING;

CONTAINING ±100 SQUARE FEET OR ±0.002 ACRES OF LAND, MORE OR LESS.

ACCESS & UTILITY EASEMENT

A PORTION OF TRACT 78 OF ARROWWOOD SUBDIVISION NO. 2, LYING WITHIN THE EAST HALF (E1/2) OF SECTION 18, TOWNSHIP 11 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF EL PASO, STATE OF COLORADO, AND BEING MORE DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID TRACT 78, FROM WHENCE THE NORTHWEST CORNER OF SAID TRACT 78 BEARS SOUTH 75°37'40" WEST A DISTANCE OF 485.28 FEET, WITH ALL BEARINGS HEREIN RELATED THERETO;

THENCE SOUTH 75°37'40" WEST ALONG THE NORTH LINE OF SAID TRACT 78, A DISTANCE OF 485.28 FEET;

THENCE SOUTH 00°02'30" WEST ALONG THE WEST LINE OF SAID TRACT 78, A DISTANCE OF 41.01 FEET TO THE POINT OF BEGINNING.

THENCE DEPARTING SAID WEST LINE, SOUTH 84°55'20" EAST A DISTANCE OF 41.59 FEET;

THENCE SOUTH 84°13'36" EAST A DISTANCE OF 193.60 FEET;

THENCE NORTH 07°20'08" EAST A DISTANCE OF 50.27 FEET;

THENCE NORTH 64°18'41" EAST A DISTANCE OF 10.00 FEET;

THENCE NORTH 25°41'19" WEST A DISTANCE OF 10.00 FEET;

THENCE NORTH 19°18'41" EAST A DISTANCE OF 30.34 FEET;

THENCE SOUTH 70°41'19" EAST A DISTANCE OF 83.83 FEET;

THENCE SOUTH 19°18'41" WEST A DISTANCE OF 12.00 FEET;

THENCE NORTH 70°41'19" WEST A DISTANCE OF 21.00 FEET;

THENCE SOUTH 19°18'41" WEST A DISTANCE OF 15.30 FEET;

THENCE NORTH 70°41'19" WEST A DISTANCE OF 3.50 FEET;

THENCE NORTH 19°18'41" EAST A DISTANCE OF 12.20 FEET;

THENCE NORTH 70°41'19" WEST A DISTANCE OF 25.00 FEET;

THENCE SOUTH 19°18'41" WEST A DISTANCE OF 14.00 FEET;

THENCE NORTH 70°41'19" WEST A DISTANCE OF 11.90 FEET;

THENCE SOUTH 19°18'41" WEST A DISTANCE OF 74.00 FEET;

THENCE NORTH 84°13'36" WEST A DISTANCE OF 202.24 FEET;
THENCE SOUTH 88°21'59" WEST A DISTANCE OF 41.06 FEET;
THENCE NORTH 00°02'30" EAST A DISTANCE OF 16.87 FEET TO THE POINT OF
BEGINNING.

CONTAINING ±5,893 SQUARE FEET OR ±0.135 ACRES MORE OR LESS.

UTILITY EASEMENT

A PORTION OF TRACT 78 OF ARROWWOOD SUBDIVISION NO. 2, LYING WITHIN
THE EAST HALF (E 1/2) OF SECTION 18, TOWNSHIP 11 SOUTH, RANGE 66 WEST OF
THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF EL PASO, STATE OF COLORADO,
AND BEING A 5-FOOT WIDE STRIP OF LAND LYING 2.5 FEET ON EITHER SIDE OF
THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT THE NORTHEAST CORNER OF SAID TRACT 78, FROM WHENCE
THE NORTHWEST CORNER OF SAID TRACT 78 BEARS SOUTH 75°37'40" WEST A
DISTANCE OF 485.28 FEET, WITH ALL BEARINGS HEREIN RELATED THERETO;
THENCE SOUTH 51°55'49" WEST, A DISTANCE OF 206.54 FEET TO THE POINT OF
BEGINNING;

THENCE NORTH 21°40'29" EAST, A DISTANCE OF 1.58 FEET TO A POINT;
THENCE NORTH 09°29'43" EAST, A DISTANCE OF 57.67 FEET TO A POINT;
THENCE NORTH 07°09'29" EAST, A DISTANCE OF 13.34 FEET TO A POINT;
THENCE NORTH 14°22'20" WEST, A DISTANCE OF 16.59 FEET TO A POINT ON THE
SOUTH RIGHT OR WAY LINE OF STATE HIGHWAY 50, THE NORTH LINE OF SAID
TRACT 78 AND THE POINT OF TERMINUS.

THE SIDELINES OF SAID EASEMENT SHALL BE MADE TO EXTEND TO OR TRIM TO
THE BOUNDARY OF SAID STATE HIGHWAY.

CONTAINING +/-446 SQ. FEET OR +/-0.010 ACRES OF LAND, MORE OR LESS.

EXHIBIT B
(Site Plan)

[See attached]

PARCEL OWNERSHIP

OWNER: ROBERT J BOILEAU III
KIMBERLY L BOILEAU
PARCEL NO. 6118009003

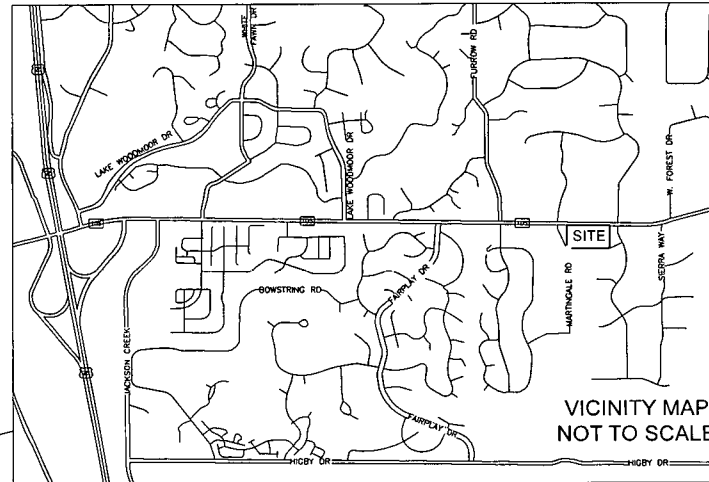
ZONING DESIGNATION

PER EL PASO COUNTY WEBSITE PARENT PARCEL IS ZONED AS RR-2.5 "RESIDENTIAL RURAL"

FEMA FLOOD ZONE

PER FEMA F.I.R.M MAP PARENT PARCEL IS ZONED AS ZONE "X", FLOOD MAP NUMBER 08041C0279F, DATED 03/17/1997

AREA TABLE	SQUARE FEET	ACRE
(A) PARENT PARCEL	±1,214,177	±27.874
(B) TOWER EASEMENT	±100	±0.002
(C) LEASE AREA #1	±335	±0.008
(D) LEASE AREA #2	±350	±0.008
(E) 5' UTILITY EASEMENT	±446	±0.010
(F) ACCESS EASEMENT	±5893	±0.135



SURVEY PLAN

IN SECTION 18,
TOWNSHIP 11 SOUTH, RANGE 66 WEST

SITE: CS GOODMAN AND SONS
BUN: 823520
ADDRESS: 17997 SIERRA WAY
MONUMENT, CO 80132
EL PASO COUNTY



NATIONAL SURVEY SERVICES COORDINATION BY:

GEOLINE
SURVEYING, INC.

13430 NW 104th Terrace, Suite A, Alachua, FL 32815
Office: (386) 418-0500 Fax: (386) 462-9988
WWW.GEOLINEINC.COM

SURVEY WORK PERFORMED BY:



720 W. 4TH AVENUE
SUITE 240
DENVER, CO 80202
PH: 303-752-1817
FAX: 303-752-1488
WWW.POWERSURVEYING.COM

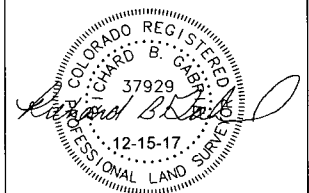
DRAWN BY: JCB/CHECKED BY: RBG JOB #: 501-17-268

SURVEYOR'S NOTES

1. BASIS OF BEARINGS: BEARINGS ARE BASED UPON THE NORTH LINE OF TRACT 78 ARROWWOOD SUBDIVISION, SAID LINE IS ASSUMED TO BEAR NORTH 75°37'40" EAST, A DISTANCE OF 485.00 FEET.
2. NO SUBSURFACE INVESTIGATION WAS PERFORMED TO LOCATE UNDERGROUND UTILITIES. UTILITIES SHOWN HEREON ARE LIMITED TO AND ARE PER OBSERVED EVIDENCE ONLY.
3. THIS SURVEY DOES NOT REPRESENT A BOUNDARY SURVEY OF THE PARENT PARCEL.
4. THIS SURVEY PLAT WAS PREPARED FOR THE EXCLUSIVE USE OF THE PARTIES AS NAMED IN THE CERTIFICATE AS SHOWN HEREON. SAID CERTIFICATE DOES NOT EXTEND TO ANY UNNAMED ENTITY OR PERSON WITHOUT AN EXPRESS RE-CERTIFICATION BY THE SURVEYOR NAMING SUCH PERSON OR ENTITY.

SURVEYOR'S CERTIFICATION
I HEREBY CERTIFY TO CROWN CASTLE AND OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY.

POWER SURVEYING CO., INC
RICHARD B. GABRIEL
LAND SURVEYOR - COLORADO # 37929
Date: 12/15/17
Revision: 11/06/18



SHEET 1 OF 6

STATE HIGHWAY 105
PUBLIC/PAVED - R.O.W VARIES

FOUND CDOT R.O.W
MARKER 3.25"
ALUM. CAP 515

EXISTING
TOWER

N75°37'40"E 485.28'
(BASIS OF BEARINGS)

20' U.E.
REC. NO.
205031926

5' U.E. (SEE
SHEET 5)

TOWER ESMT
(SEE SHEET 4)

LEASE AREA #1
(SEE SHEET 4)

LEASE AREA #2
(SEE SHEET 4)

ACCESS ESMT
(SEE SHEET 3)

20' U.E.
REC. NO.
205031926

TRACT 78
ARROWWOOD
SUBDIVISION
NO. 2

60.0'
R.O.W.

SIERRA WAY
PUBLIC/PAVED - 60' R.O.W

FOUND 1"
PIPE

10' U.E.
REC. NO.
205031926

TRACT 77
ARROWWOOD SUBDIVISION NO. 2

FOUND 1"
PIPE

FOUND 0.5"
PIPE

TRACT 74
ARROWWOOD SUBDIVISION NO. 2

TRACT 79
ARROWWOOD SUBDIVISION NO. 2

10' U.E.
REC. NO.
205031926

LEGEND

P.O.B. POINT OF BEGINNING
P.O.T. POINT OF TERMINUS
P.O.C. POINT OF COMMENCEMENT
----- EASEMENT LINE
----- EXISTING EASEMENT

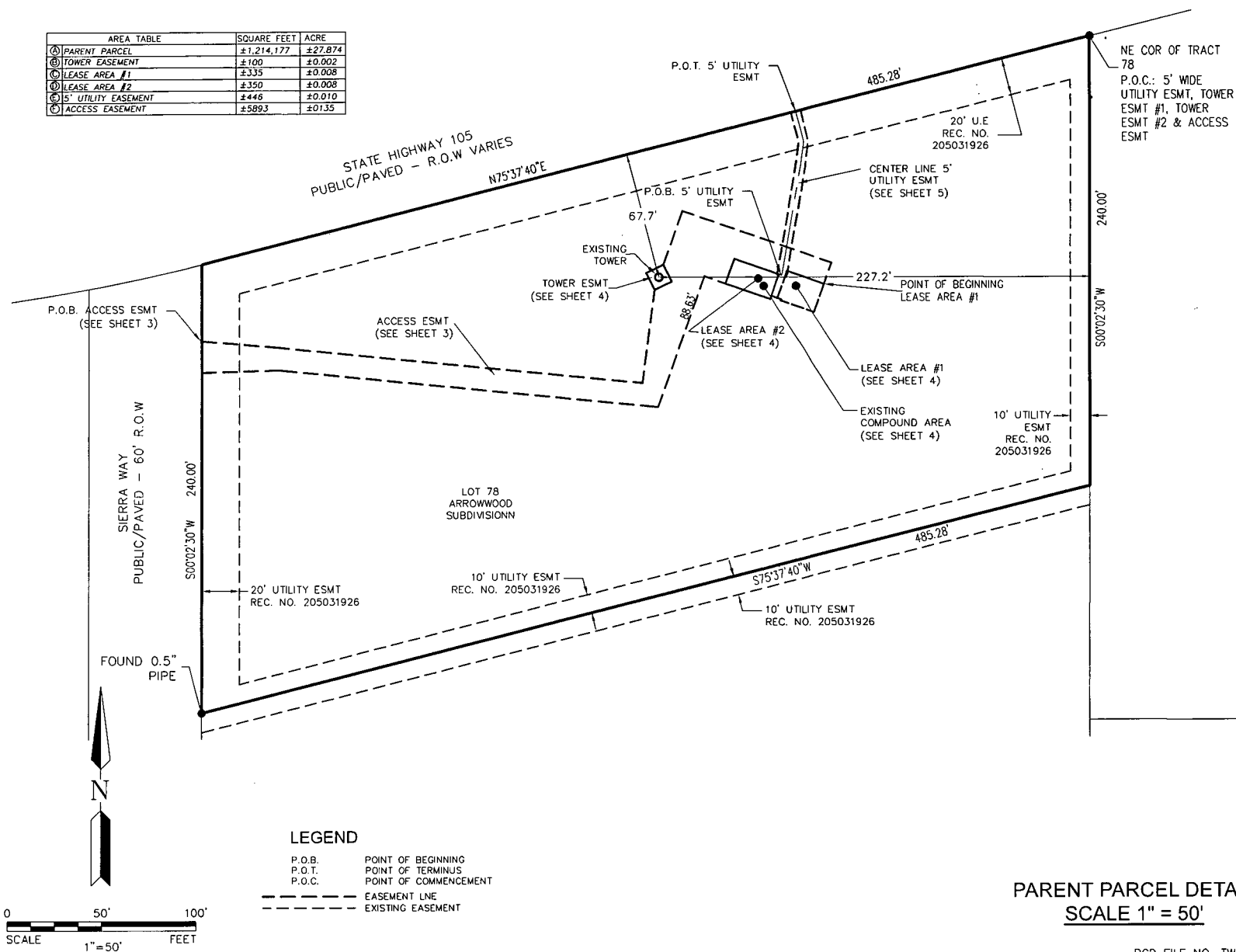


0 100' 200'
SCALE
1"=100' FEET

OVERALL PARENT PARCEL
SCALE 1" = 100'

PCD FILE NO. TWR183

AREA TABLE	SQUARE FEET	ACRE
(A) PARENT PARCEL	±1,214,177	±27.874
(B) TOWER EASEMENT	±100	±0.002
(C) LEASE AREA #1	±135	±0.008
(D) LEASE AREA #2	±150	±0.008
(E) 5' UTILITY EASEMENT	±446	±0.010
(F) ACCESS EASEMENT	±5893	±0.135



LEGEND

P.O.B. POINT OF BEGINNING
P.O.T. POINT OF TERMINUS
P.O.C. POINT OF COMMENCEMENT
--- EASEMENT LINE
--- EXISTING EASEMENT

0 50' 100'
SCALE 1" = 50' FEET

PARENT PARCEL DETAIL
SCALE 1" = 50'

PCD FILE NO. TWR183

SURVEY PLAN

IN SECTION 18,
TOWNSHIP 11 SOUTH, RANGE 66 WEST

SITE: CS GOODMAN AND SONS
BUN: 823520
ADDRESS: 17997 SIERRA WAY
MONUMENT, CO 80132
EL PASO COUNTY



NATIONAL SURVEY SERVICES COORDINATION BY:

GEOLINE
SURVEYING, INC.
13430 NW 104th Terrace, Suite A, Alachua, FL 32815
Office: (386) 418-0500 Fax: (386) 452-9986
WWW.GEOLINEINC.COM

SURVEY WORK PERFORMED BY:



725 W. 84TH AVENUE
SUITE 100
THUNDERBOLT, COLORADO 80264
PH: 303-702-1817
FAX: 303-702-1468
WWW.POWERSURVEYING.COM

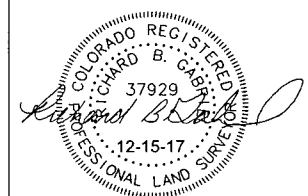
DRAWN BY: JCB CHECKED BY: RBC JOB #: 501-17-268

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SURVEYOR'S CERTIFICATION
I HEREBY CERTIFY TO CROWN CASTLE AND OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY.

POWER SURVEYING CO., INC
RICHARD B. GABRIEL
LAND SURVEYOR - COLORADO # 37929
Date: 12/15/17
Revision: 11/06/18



SHEET 2 OF 6

AREA TABLE	SQUARE FEET	ACRE
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(D) LEASE AREA #2	±350	±0.008
(E) 5' UTILITY EASEMENT	±446	±0.010
(F) ACCESS EASEMENT	±5893	±0.135

LEGEND

P.O.B. POINT OF BEGINNING
P.O.T. POINT OF TERMINUS
P.O.C. POINT OF COMMENCEMENT
--- EASEMENT LINE
--- EXISTING EASEMENT

NE COR OF TRACT 78
P.O.C.: 5' WIDE UTILITY ESMT, TOWER ESMT #1,
TOWER ESMT #2 & ACCESS ESMT

S 75°37'40" W 485.28'

N 00°02'30" E
L20
P.O.B.
ACCESS
EASEMENT
S 84°55'20" E
41.59'
S 88°21'59" W
41.06'

S 84°13'36" E 193.60'

ACCESS EASEMENT 5893 SQ. FT.

N 84°13'36" W 202.24'

BOOK & PAGE
RECORDATION
NUMBER WILL BE
PROVIDED AT BP
SUBMITTAL

LINE	BEARING	DISTANCE
L10	N 64°18'41" E	10.00'
L11	N 25°41'19" W	10.00'
L12	S 19°18'41" W	12.00'
L13	N 70°41'19" W	21.00'
L14	S 19°18'41" W	15.30'
L15	N 70°41'19" W	3.50'
L16	N 19°18'41" E	12.20'
L17	N 70°41'19" W	25.00'
L18	S 19°18'41" W	14.00'
L19	N 70°41'19" W	11.90'
L20	S 00°02'30" W	41.01'

0 30' 60'
SCALE 1"=30' FEET

ACCESS EASEMENT
SCALE 1" = 30'

PCD FILE NO. TWR183

SURVEY PLAN

IN SECTION 18,
TOWNSHIP 11 SOUTH, RANGE 66 WEST

SITE: CS GOODMAN AND SONS
BUN: B23520
ADDRESS: 17997 SIERRA WAY
MONUMENT, CO 80132
EL PASO COUNTY



NATIONAL SURVEY SERVICES COORDINATION BY:

GEOLINE
SURVEYING, INC.

13430 NW 104th Terrace, Suite A, Alachua, FL 32615
Office: (386) 418-0500 Fax: (386) 462-9988
WWW.GEOLINEINC.COM

SURVEY WORK PERFORMED BY:



228 W. 8TH AVENUE
SUITE 2ND
THUNDERBOLT, COLORADO 80500
PH: 303-752-1617
FAX: 303-752-1688
WWW.POWERSURVEYING.COM

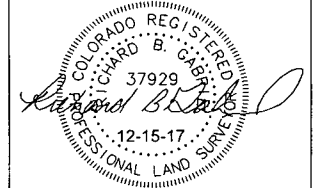
DRAWN BY: JCB CHECKED BY: RBC JOB # 501-17-268

SURVEYOR'S NOTES

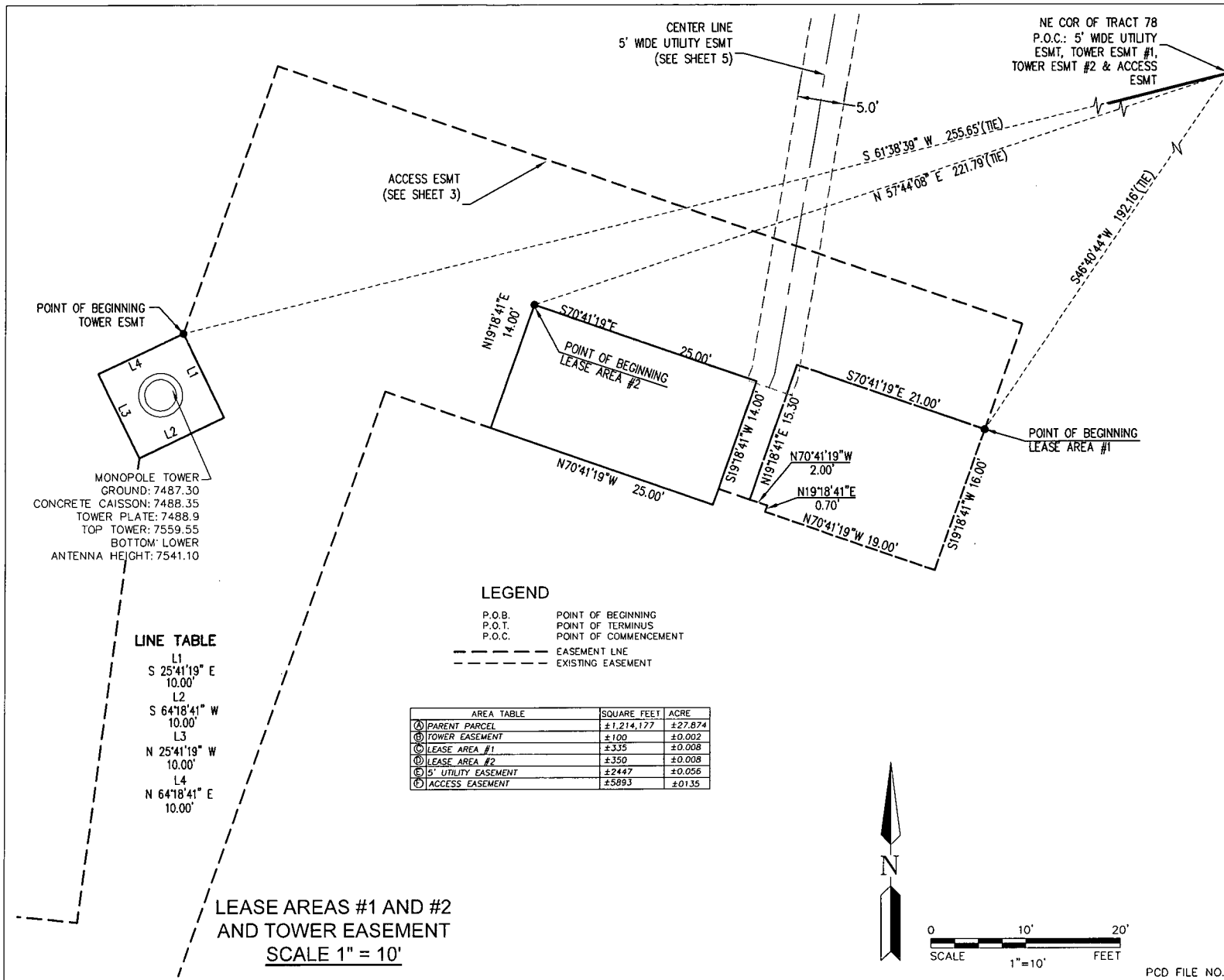
1. BASIS OF BEARINGS: BEARINGS ARE BASED UPON THE NORTH LINE OF TRACT 78 ARROWWOOD SUBDIVISION, SAID LINE IS ASSUMED TO BEAR NORTH 75°37'40" EAST, A DISTANCE OF 485.00 FEET.
2. NO SUBSURFACE INVESTIGATION WAS PERFORMED TO LOCATE UNDERGROUND UTILITIES. UTILITIES SHOWN HEREON ARE LIMITED TO AND ARE PER OBSERVED EVIDENCE ONLY.
3. THIS SURVEY DOES NOT REPRESENT A BOUNDARY SURVEY OF THE PARENT PARCEL.
4. THIS SURVEY PLAT WAS PREPARED FOR THE EXCLUSIVE USE OF THE PARTIES AS NAMED IN THE CERTIFICATE AS SHOWN HEREON. SAID CERTIFICATE DOES NOT EXTEND TO ANY UNNAMED ENTITY OR PERSON WITHOUT AN EXPRESS RE-CERTIFICATION BY THE SURVEYOR NAMING SUCH PERSON OR ENTITY.

SURVEYOR'S CERTIFICATION
I HEREBY CERTIFY TO CROWN CASTLE AND OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY,

POWER SURVEYING CO., INC
RICHARD B. GABRIEL
LAND SURVEYOR - COLORADO # 37929
Date: 12/15/17
Revision: 11/06/18



SHEET 3 OF 6



SURVEY PLAN IN SECTION 18, TOWNSHIP 11 SOUTH, RANGE 66 WEST

SITE: CS GOODMAN AND SONS
BUN: 823520
ADDRESS: 17997 SIERRA WAY
MONUMENT, CO 80132
EL PASO COUNTY



NATIONAL SURVEY SERVICES COORDINATION BY:

GEOLINE SURVEYING, INC.
13430 NW 104th Terrace, Suite A, Alachua, FL 32815
Office: (386) 418-0500 Fax: (386) 462-9988
WWW.GEOLINEINC.COM

SURVEY WORK PERFORMED BY:



220 W BATH AVENUE
SUITE 200
THUNDERBOLT, COLORADO 80760
PH: 303-722-1817
FAX: 303-722-1488
WWW.POWER-SURVEYING.COM

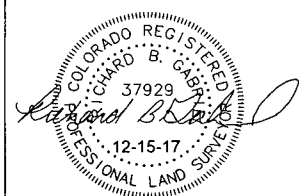
DRAWN BY: JCB CHECKED BY: RBG JOB #: 501-17-268

SURVEYOR'S NOTES

1. BASIS OF BEARINGS: BEARINGS ARE BASED UPON THE NORTH LINE OF TRACT 78, ARROWWOOD SUBDIVISION, SAID LINE IS ASSUMED TO BEAR NORTH 75°37'40" EAST, A DISTANCE OF 485.00 FEET.
2. NO SUBSURFACE INVESTIGATION WAS PERFORMED TO LOCATE UNDERGROUND UTILITIES. UTILITIES SHOWN HEREON ARE LIMITED TO AND ARE PER OBSERVED EVIDENCE ONLY.
3. THIS SURVEY DOES NOT REPRESENT A BOUNDARY SURVEY OF THE PARENT PARCEL.
4. THIS SURVEY PLAT WAS PREPARED FOR THE EXCLUSIVE USE OF THE PARTIES AS NAMED IN THE CERTIFICATE AS SHOWN HEREON. SAID CERTIFICATE DOES NOT EXTEND TO ANY UNNAMED ENTITY OR PERSON WITHOUT AN EXPRESS RE-CERTIFICATION BY THE SURVEYOR NAMING SUCH PERSON OR ENTITY.

SURVEYOR'S CERTIFICATION
I HEREBY CERTIFY TO CROWN CASTLE AND OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY.

POWER SURVEYING CO., INC
RICHARD B. GABRIEL
LAND SURVEYOR - COLORADO # 37929
Date: 12/15/17
Revision: 11/06/18



PCD FILE NO. TWR183

SHEET 4 OF 6

STATE HIGHWAY 105
PUBLIC/PAVED - R.O.W VARIES

POINT OF TERMINUS 5' WIDE
UTILITY ESMT

N 14°22'20" W
16.59'

NE COR OF TRACT 78
P.O.C.: 5' WIDE UTILITY ESMT, TOWER ESMT #1,
TOWER ESMT #2 & ACCESS ESMT

CENTER LINE 5' WIDE
UTILITY ESMT

N 07°09'29" E
13.34'

N 09°29'43" E 57.67'

206.54'

S 51°35'49" W

ACCESS ESMT.
(SEE SHEET 3)

N 21°40'29" E
1.58'

POINT OF BEGINNING 5' WIDE
UTILITY ESMT

LEASE AREA #2
(SEE SHEET 4)

LEASE AREA #1
(SEE SHEET 4)

AREA TABLE	SQUARE FEET	ACRE
① PARENT PARCEL	±1,214,177	±27.874
② TOWER EASEMENT	±100	±0.002
③ LEASE AREA #1	±335	±0.008
④ LEASE AREA #2	±350	±0.008
⑤ 5' UTILITY EASEMENT	±446	±0.010
⑥ ACCESS EASEMENT	±5,893	±0.135

LEGEND

P.O.B. POINT OF BEGINNING
P.O.T. POINT OF TERMINUS
P.O.C. POINT OF COMMENCEMENT
--- EASEMENT LINE
--- EXISTING EASEMENT

0 10 20'
SCALE 1"=10' FEET

EXISTING BUILDING DETAIL
& UTILITY EASEMENT DETAIL
SCALE 1" = 10'

PCD FILE NO. TWR183

SURVEY PLAN

IN SECTION 18,
TOWNSHIP 11 SOUTH, RANGE 66 WEST

SITE: CS GOODMAN AND SONS
BUN: 823520
ADDRESS: 17997 SIERRA WAY
MONUMENT, CO 80132
EL PASO COUNTY



NATIONAL SURVEY SERVICES COORDINATION BY:

GEO LINE
SURVEYING, INC.

13430 NW 104th Terrace, Suite A, Alachua, FL 32615
Office: (386) 418-0500 Fax: (386) 462-9988
WWW.GEOLINEINC.COM

SURVEY WORK PERFORMED BY:



720 W. 84TH AVENUE
SUITE 200
TUCSON, AZ 85706-8288
PH: 520-362-1817
FAX: 520-362-1488
WWW.POWERSURVEYING.COM

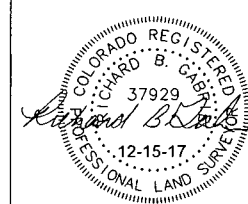
DRAWN BY: JCB CHECKED BY: RBC JOB #: 501-17-268

SURVEYOR'S NOTES

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SURVEYOR'S CERTIFICATION
I HEREBY CERTIFY TO CROWN CASTLE AND OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY.

POWER SURVEYING CO., INC
RICHARD B. GABRIEL
LAND SURVEYOR - COLORADO # 37929
Date: 12/15/17
Revision: 11/06/18



SHEET 5 OF 6

EXHIBIT C
(Co-Location Document)

[See attached]

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

WHEN RECORDED RETURN TO:

Crown Castle
1220 Augusta Drive, Suite 600
Houston, TX 77057

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

Space above this line for Recorder's Use

A.P.N. 61180-09-003

Prior recorded document(s) in El Paso County, Colorado:
October 27, 2005 at #205172071

SHORT FORM AMENDMENT TO
SITE LEASE WITH OPTION

This Short Form Amendment is made effective this 25 day of January, 2019 by and between ROBERT J. BOILEAU, III AND KIMBERLY L. BOILEAU, not in tenancy in common but in joint tenancy, with a mailing address of 17995 Sierra Way, Monument, CO, 80132-8424 (hereinafter referred to as "Landlord") and T-MOBILE WEST TOWER LLC, a Delaware limited liability company, by and through its Attorney In Fact, CCTMO LLC, a Delaware limited liability company, with a mailing address of 2000 Corporate Drive, Canonsburg, Pennsylvania 15317 (hereinafter referred to as "Tenant").

1. Allen P. Goodman ("Original Landlord") and VoiceStream PCS II Corporation, a Delaware corporation ("Original Tenant") entered into a Site Lease with Option dated February 18, 2004 (the "Original Lease"), whereby Original Tenant leased certain real property, together with access and utility easements, located in El Paso County, Colorado from Original Landlord (the "Premises"), all located within certain real property owned by Original Landlord ("Landlord's Property"). Landlord's Property, of which the Premises is a part, is more particularly described on Exhibit B attached hereto.

2. The Original Lease was amended by that certain Amendment to the Site Lease with Option dated September 30, 2005 ("First Amendment") and by that certain Second Amendment to Site Lease with Option dated January 31, 2013 ("Second Amendment"), together with a Co-Location Document dated October 24, 2005 and recorded on October 27, 2005 at Instrument No. 205172071 (the "Co-Location Document") (hereinafter the Original Lease and all subsequent ~~documents~~ ^{amendments} are collectively referred to as the "Lease").

3. Robert J. Boileau, III and Kimberly L. Boileau are currently the Landlord under the Lease as the current owner of Landlord's Property, as more fully set forth in the Warranty Deed recorded on March 7, 2005 at Instrument No. 205031926 in the official records of El Paso County, Colorado.

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

5. The Lease had an initial term that commenced on November 16, 2005 and expired on November 15, 2010. The Lease, as amended, provides for five (5) extensions of five (5) years each, two (2) of which were exercised by Tenant (each extension is referred to as a "Renewal Term"). According to the Lease, the final Renewal Term expires November 15, 2035.

6. Landlord and Tenant have entered into a Third Amendment to Site Lease with Option (the "Third Amendment"), of which this is a Memorandum, wherein the Premises was expanded by an additional area of three hundred thirty-five (335) square feet. A metes and bounds description of the Premises, as expanded, is attached hereto as Exhibit A.

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

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

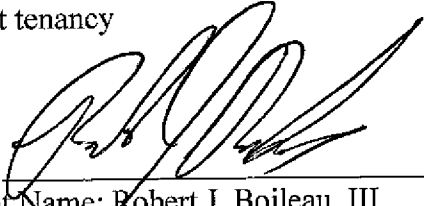
9. This Short Form Amendment is part of and shall be construed in connection with that certain Third Amendment of Site Lease with Option between Landlord and Tenant, of even date herewith, to which reference should be made for additional rights and obligations of Landlord and Tenant. A copy of the Third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

[Execution Pages Follow]

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

LANDLORD:

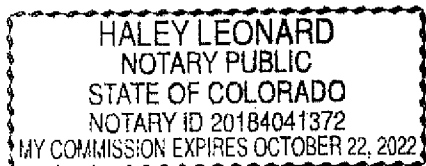
ROBERT J. BOILEAU, III AND KIMBERLY L. BOILEAU, not in tenancy in common but in joint tenancy


By: 
Print Name: Robert J. Boileau, III

STATE OF Colorado)
COUNTY OF El Paso)ss.

The foregoing Memorandum of Third Amendment to Site Lease with Option was acknowledged before me this 16 day of January 2019, by Robert J. Boileau, III.

Notary Seal




(Signature of Notary)

My Commission Expires: October 22, 2022

LANDLORD:

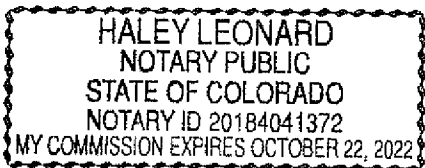
ROBERT J. BOILEAU, III AND KIMBERLY
L. BOILEAU, not in tenancy in common but in
joint tenancy

By: Kimberly L. Boileau
Print Name: Kimberly L. Boileau

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

The foregoing Memorandum of Third Amendment to Site Lease with Option was
acknowledged before me this 16 day of January 2019, by Kimberly L. Boileau.

Notary Seal



Haley Leonard
(Signature of Notary)

My Commission Expires: October 22, 2022

TENANT:

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

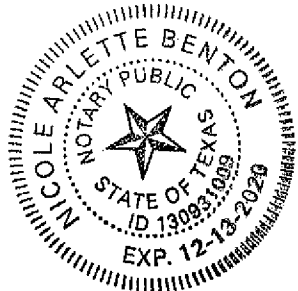
By: CCTMO LLC, a Delaware limited liability company
Its: Attorney In Fact


By: 
Print Name: Matthew Norwood
Title: Senior Transaction Manager

STATE OF Texas)
COUNTY OF Harris)ss.
)

The foregoing Memorandum of Third Amendment to Site Lease with Option was acknowledged before me this 25 day of January 2019, by Matthew Norwood, the Senior Transaction Manager of CCTMO LLC.

Notary Seal




(Signature of Notary)

My Commission Expires: _____

EXHIBIT A
(Legal Description of Premises)

EXISTING PREMISES

A PORTION OF TRACT 78 OF ARROWWOOD SUBDIVISION NO. 2, LYING WITHIN THE EAST HALF (E 1/2) OF SECTION 18, TOWNSHIP 11 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF EL PASO, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID TRACT 78, FROM WHENCE THE NORTHWEST CORNER OF SAID TRACT 78 BEARS SOUTH 75°37'40" WEST A DISTANCE OF 485.28 FEET, WITH ALL BEARINGS HEREIN RELATED THERETO; THENCE SOUTH 57°44'08" WEST, 221.79 FEET TO THE POINT OF BEGINNING;

THENCE SOUTH 70°41'19" EAST, A DISTANCE OF 25.00 FEET TO A POINT;
THENCE SOUTH 19°18'41" WEST, A DISTANCE OF 14.00 FEET TO A POINT;
THENCE NORTH 70°41'19" WEST, A DISTANCE OF 25.00 FEET TO A POINT;
THENCE NORTH 19°18'41" EAST, A DISTANCE OF 14.00 FEET TO THE POINT OF BEGINNING.

CONTAINING ±350 SQUARE FEET OR ±0.008 ACRES OF LAND, MORE OR LESS.

ADDITIONAL LEASE AREA

A PORTION OF TRACT 78 OF ARROWWOOD SUBDIVISION NO. 2, LYING WITHIN THE EAST HALF (E 1/2) OF SECTION 18, TOWNSHIP 11 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF EL PASO, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID TRACT 78, FROM WHENCE THE NORTHWEST CORNER OF SAID TRACT 78 BEARS SOUTH 75°37'40" WEST A DISTANCE OF 485.28 FEET, WITH ALL BEARINGS HEREIN RELATED THERETO; THENCE SOUTH 48°42'36" WEST, 192.16 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 19°18'41" WEST, A DISTANCE OF 16.00 FEET TO A POINT; THENCE NORTH 70°41'19" WEST, A DISTANCE OF 19.00 FEET TO A POINT; THENCE NORTH 19°18'41" EAST, A DISTANCE OF 0.70 FEET TO A POINT; THENCE NORTH 70°41'19" WEST, A DISTANCE OF 2.00 FEET TO A POINT; THENCE NORTH 19°18'41" EAST, A DISTANCE OF 15.30 FEET TO A POINT; THENCE SOUTH 70°41'19" EAST, A DISTANCE OF 21.00 FEET TO THE POINT OF BEGINNING.

CONTAINING ±335 SQUARE FEET OR ±0.008 ACRES OF LAND, MORE OR LESS.

TOWER LEASE AREA

A PORTION OF TRACT 78 OF ARROWWOOD SUBDIVISION NO. 2, LYING WITHIN THE EAST HALF (E 1/2) OF SECTION 18, TOWNSHIP 11 SOUTH, RANGE 66 WEST OF

THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF EL PASO, STATE OF COLORADO,
MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID TRACT 78, FROM WHENCE
THE NORTHWEST CORNER OF SAID TRACT 78 BEARS SOUTH 75°37'40" WEST A
DISTANCE OF 485.28 FEET, WITH ALL BEARINGS HEREIN RELATED THERETO;
THENCE SOUTH 61°38'39" WEST, 255.65 FEET TO THE POINT OF BEGINNING;

THENCE SOUTH 25°41'19" EAST, A DISTANCE OF 10.00 FEET TO A POINT;
THENCE SOUTH 64°18'41" WEST, A DISTANCE OF 10.00 FEET TO A POINT;
THENCE NORTH 25°41'19" WEST, A DISTANCE OF 10.00 FEET TO A POINT;
THENCE NORTH 64°18'41" EAST, A DISTANCE OF 10.00 FEET TO THE POINT OF
BEGINNING;

CONTAINING ±100 SQUARE FEET OR ±0.002 ACRES OF LAND, MORE OR LESS.

ACCESS & UTILITY EASEMENT

A PORTION OF TRACT 78 OF ARROWWOOD SUBDIVISION NO. 2, LYING WITHIN
THE EAST HALF (E1/2) OF SECTION 18, TOWNSHIP 11 SOUTH, RANGE 66 WEST OF
THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF EL PASO, STATE OF COLORADO,
AND BEING MORE DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID TRACT 78, FROM WHENCE
THE NORTHWEST CORNER OF SAID TRACT 78 BEARS SOUTH 75°37'40" WEST A
DISTANCE OF 485.28 FEET, WITH ALL BEARINGS HEREIN RELATED THERETO;

THENCE SOUTH 75°37'40" WEST ALONG THE NORTH LINE OF SAID TRACT 78, A
DISTANCE OF 485.28 FEET;

THENCE SOUTH 00°02'30" WEST ALONG THE WEST LINE OF SAID TRACT 78, A
DISTANCE OF 41.01 FEET TO THE POINT OF BEGINNING.

THENCE DEPARTING SAID WEST LINE, SOUTH 84°55'20" EAST A DISTANCE OF
41.59 FEET;

THENCE SOUTH 84°13'36" EAST A DISTANCE OF 193.60 FEET;

THENCE NORTH 07°20'08" EAST A DISTANCE OF 50.27 FEET;

THENCE NORTH 64°18'41" EAST A DISTANCE OF 10.00 FEET;

THENCE NORTH 25°41'19" WEST A DISTANCE OF 10.00 FEET;

THENCE NORTH 19°18'41" EAST A DISTANCE OF 30.34 FEET;

THENCE SOUTH 70°41'19" EAST A DISTANCE OF 83.83 FEET;

THENCE SOUTH 19°18'41" WEST A DISTANCE OF 12.00 FEET;

THENCE NORTH 70°41'19" WEST A DISTANCE OF 21.00 FEET;

THENCE SOUTH 19°18'41" WEST A DISTANCE OF 15.30 FEET;

THENCE NORTH 70°41'19" WEST A DISTANCE OF 3.50 FEET;

THENCE NORTH 19°18'41" EAST A DISTANCE OF 12.20 FEET;

THENCE NORTH 70°41'19" WEST A DISTANCE OF 25.00 FEET;

THENCE SOUTH 19°18'41" WEST A DISTANCE OF 14.00 FEET;

THENCE NORTH 70°41'19" WEST A DISTANCE OF 11.90 FEET;
THENCE SOUTH 19°18'41" WEST A DISTANCE OF 74.00 FEET;
THENCE NORTH 84°13'36" WEST A DISTANCE OF 202.24 FEET;
THENCE SOUTH 88°21'59" WEST A DISTANCE OF 41.06 FEET;
THENCE NORTH 00°02'30" EAST A DISTANCE OF 16.87 FEET TO THE POINT OF BEGINNING.

CONTAINING ±5,893 SQUARE FEET OR ±0.135 ACRES MORE OR LESS.

UTILITY EASEMENT

A PORTION OF TRACT 78 OF ARROWWOOD SUBDIVISION NO. 2, LYING WITHIN THE EAST HALF (E 1/2) OF SECTION 18, TOWNSHIP 11 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF EL PASO, STATE OF COLORADO, AND BEING A 5-FOOT WIDE STRIP OF LAND LYING 2.5 FEET ON EITHER SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT THE NORTHEAST CORNER OF SAID TRACT 78, FROM WHENCE THE NORTHWEST CORNER OF SAID TRACT 78 BEARS SOUTH 75°37'40" WEST A DISTANCE OF 485.28 FEET, WITH ALL BEARINGS HEREIN RELATED THERETO;
THENCE SOUTH 51°55'49" WEST, A DISTANCE OF 206.54 FEET TO THE POINT OF BEGINNING;

THENCE NORTH 21°40'29" EAST, A DISTANCE OF 1.58 FEET TO A POINT;
THENCE NORTH 09°29'43" EAST, A DISTANCE OF 57.67 FEET TO A POINT;
THENCE NORTH 07°09'29" EAST, A DISTANCE OF 13.34 FEET TO A POINT;
THENCE NORTH 14°22'20" WEST, A DISTANCE OF 16.59 FEET TO A POINT ON THE SOUTH RIGHT OR WAY LINE OF STATE HIGHWAY 50, THE NORTH LINE OF SAID TRACT 78 AND THE POINT OF TERMINUS.

THE SIDELINES OF SAID EASEMENT SHALL BE MADE TO EXTEND TO OR TRIM TO THE BOUNDARY OF SAID STATE HIGHWAY.

CONTAINING +/-446 SQ. FEET OR +/-0.010 ACRES OF LAND, MORE OR LESS.

EXHIBIT B
(Legal Description of Landlord's Property)

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 8013

SECOND AMENDMENT TO SITE LEASE WITH OPTION

THIS SECOND AMENDMENT TO SITE LEASE WITH OPTION (this "Amendment") is made and entered into by and between Robert J. Boileau, III and Kimberly L. Boileau, husband and wife, as successors in interest to Allen P. Goodman ("Landlord"), and T-Mobile West LLC, a Delaware limited liability company, as successor in interest to VoiceStream PCS II Corporation ("Tenant").

WHEREAS, Landlord and Tenant (or as applicable, their respective predecessors in interest) entered into a Site Lease with Option dated February 18, 2004 (including all prior amendments and modifications thereof, the "Lease") with respect to Premises located at 17995 Sierra Way, Monument, Colorado, and both desire to amend the Lease as follows;

NOW, THEREFORE, for and in consideration of [REDACTED] paid by Tenant to Landlord, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant hereby agree to amend the Lease as follows:

1. Exhibit B of the Lease is hereby amended by adding thereto the attached Exhibit B-1, which is incorporated herein by this reference. It is the intent of Landlord and Tenant that Exhibit B-1 more particularly describes certain utility Easements granted to Tenant by Landlord as contemplated in Lease Section 7(e).
2. All capitalized terms not otherwise defined herein shall have the same meanings ascribed to such terms in the Lease. In the event of any conflict or inconsistency between the terms of this Amendment and the Lease, the terms of this Amendment shall govern and control. Except as modified by this Amendment, the Lease remains in full force and effect and is ratified and confirmed by Landlord and Tenant.
3. Tenant's notice addresses in the Lease are deleted in their entirety and replaced with the following:

If to Tenant:

T-Mobile West LLC
12920 SE 38th Street
Bellevue, WA 98006
Attn: Lease Compliance
Site # DN03490A

EXECUTED effective as of the date of execution by the last party to sign.

LANDLORD:

Robert J. Boileau, III

By: _____

Date: _____

Kimberly L. Boileau

By: _____

Date: _____

TENANT:

T-Mobile West LLC,
a Delaware limited liability company

By: _____

Name: Scott W. DuBuke

Its: Director, Engineering and Operations

Date: _____

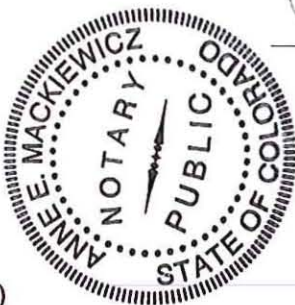
STATE OF Colorado)
) ss:
COUNTY OF Denver)

The foregoing instrument was acknowledged before me this 30th day of January, 2013,
by Robert & Kimberly Boukhan

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the
day and year first above written.

My commission expires:

5/27/2015

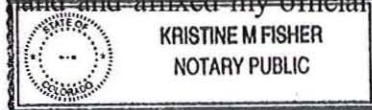


Anne E. Mackiewicz
NOTARY PUBLIC

STATE OF Colorado)
) ss:
COUNTY OF Denver)

The foregoing instrument was acknowledged before me this 31 day of January, 2013,
by Scott DuBuke

IN WITNESS WHEREOF, I have hereunto set my ~~hand and affixed my official seal~~ the
day and year first above written.



MY COMMISSION EXPIRES FEBRUARY 2, 2016
NOTARY PUBLIC

My commission expires:

2/2/2016

LEGAL DESCRIPTION

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.

PAGE 1 OF 2

JOB NO.: 1203-004

SCALE: 1" = 50'

DATE: 11/28/12

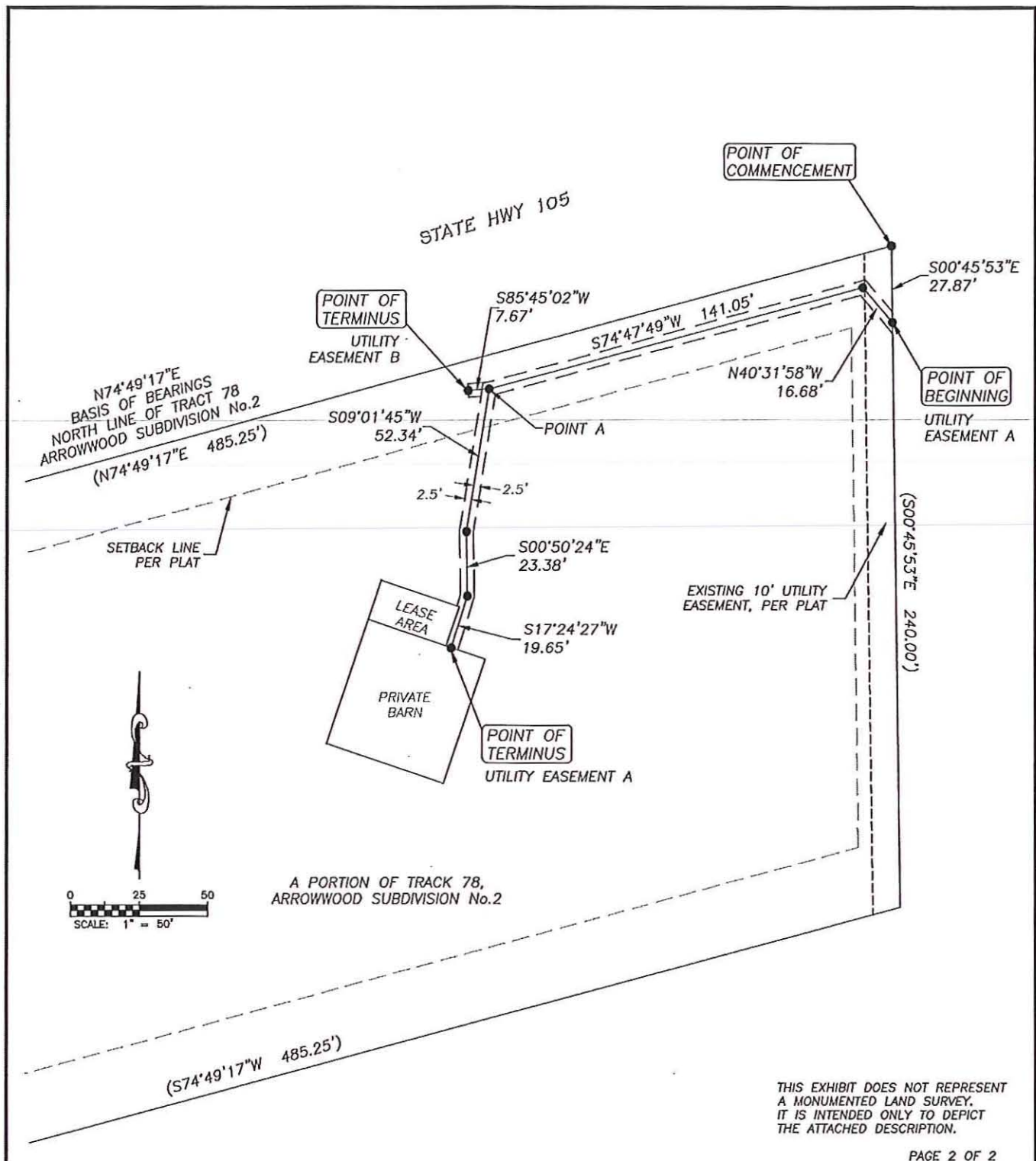
SURVEYOR: TD/RD

DRAWN BY: RD

SITE-DN03490A
GOODMAN & SONS
T-MOBILE FIBER OPTIC EASEMENT
ATECS LLC

**DALEY LAND
SURVEYING, INC.**
17011 LINCOLN AVE, #361
PARKER, CO 80134
303 953 9841

EXHIBIT



JOB NO.: 1203-004

SCALE: 1" = 50'

DATE: 11/28/12

SURVEYOR: TD/RD

DRAWN BY: RD

SITE-DN03490A
GOODMAN & SONS
T-MOBILE FIBER OPTIC EASEMENT
ATECS LLC

**DALEY LAND
SURVEYING, INC.**
17011 LINCOLN AVE, #361
PARKER, CO 80134
303 953 9841

**AMENDMENT TO THE
SITE LEASE WITH OPTION**

This AMENDMENT TO THE SITE LEASE WITH OPTION is effective this 30th day of September, 2005, and is intended to modify that certain Site Lease With Option dated the 18th day of February 2004, between Allen P. Goodman, an individual, and VoiceStream PCS II Corporation, a Delaware Corporation.


For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Lessor and Lessee agree as follows:

1. Tenant shall pay Landlord [REDACTED] as an option to lease the use of a portion of real property located at 17995 Sierra Way, Monument, Colorado. The option shall be for a term of twelve (12) months commencing at the date specified above.
2. Tenant shall pay Landlord, as rent, [REDACTED] per month ("Rent").
3. On the anniversary of the Commencement Date, and each anniversary thereafter, Rent shall increase by [REDACTED] over the Rent Paid in the Preceding year.
4. Unless otherwise provided herein, all defined terms shall have the same meaning as ascribed to such terms in the Lease.
5. In the event of any conflict or inconsistency between the terms of this Amendment and the Lease, the terms of this Amendment shall govern and control.
6. Except as otherwise provided for in this Amendment, the Lease shall remain in full force and effect in accordance with the original terms of the Lease.

IN WITNESS WHEREOF, this Amendment is effective and entered into as of the date first written above.

LANDLORD:

By:

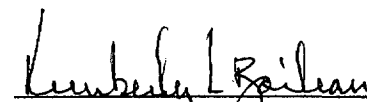

Robert J. Boileau III

Its:

Joint Tenant

LANDLORD:

By:

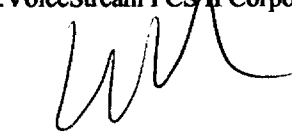

Kimberly L. Boileau

Its:

Joint Tenant

TENANT: VoiceStream PCS II Corporation

By:


Wayne Leuck

Its:

Mountain West Area Director

Site Number: DN3490A
Site Name: Goodman & Sons
Market: Denver MTA

[Notary block for Landlord]

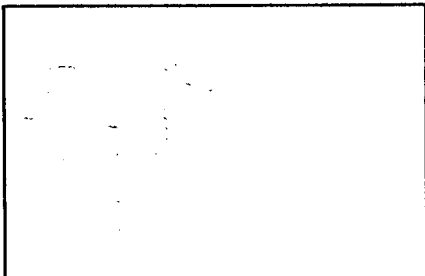
STATE OF COLORADO)

) ss.

COUNTY OF EL PASO)

This instrument was acknowledged before me on September 30th, 2005 by Robert & Kimberly Boileau, as Joint Tenants.

Dated: 9/30/05



(Use this space for notary stamp/seal)

Sharon A Lacy
Notary Public
Print Name Sharon A Lacy
My commission expires My Commission Expires 06/30/2007

[Notary block for Tenant]

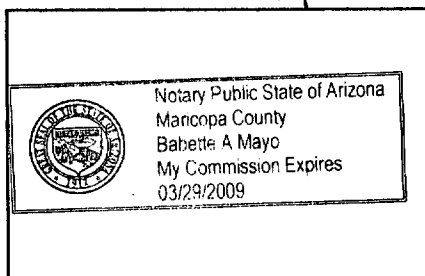
STATE OF Arizona)

) ss.

COUNTY OF Maricopa)

This instrument was acknowledged before me on Nov. 1, 2005 by Wayne Leuck, VoiceStream PCS II Corporation Mountain West Area Director.

Dated: 11/1/05



(Use this space for notary stamp/seal)

Babette A. Mayo
Notary Public
Print Name
My commission expires 3/29/09

Site Number: DN3490A
Site Name: Goodman & Sons
Market: Denver MTA

SITE LEASE WITH OPTION

THIS SITE LEASE WITH OPTION (this "Lease") is by and between Allen P. Goodman ("Landlord") and VoiceStream PCS II Corporation, a Delaware corporation ("Tenant").

1. Option to Lease.

(a) In consideration of the payment of [REDACTED] (the "Option Fee") by Tenant to Landlord, Landlord hereby grants to Tenant an option to lease the use of a portion of the real property described in the attached Exhibit A (the "Property"), on the terms and conditions set forth herein (the "Option"). The Option shall be for an initial term of twelve (12) months, commencing on the Effective Date (as defined below) (the "Option Period"). The Option Period may be extended by Tenant for an additional twelve (12) months upon written notice to Landlord and payment of the sum of [REDACTED] Additional Option Fee") at any time prior to the end of the Option Period.

(b) During the Option Period and any extension thereof, and during the term of this Lease, Landlord agrees to cooperate with Tenant in obtaining, at Tenant's expense, all licenses and permits or authorizations required for Tenant's use of the Premises (as defined below) from all applicable government and/or regulatory entities (including, without limitation, zoning and land use authorities, and the Federal Communication Commission ("FCC") ("Governmental Approvals"), including appointing Tenant as agent for all land use and zoning permit applications, and Landlord agrees to cooperate with and to allow Tenant, at no cost to Landlord, to obtain a title report, zoning approvals and variances, land-use permits, and Landlord expressly grants to Tenant a right of access to the Property to perform surveys, soils tests, and other engineering procedures or environmental investigations on the Property necessary to determine that Tenant's use of the Premises will be compatible with Tenant's engineering specifications, system design, operations and Governmental Approvals. Notwithstanding the foregoing, Tenant may not change the zoning classification of the Property without first obtaining Landlord's written consent. During the Option Period and any extension thereof, Landlord agrees that it will not interfere with Tenant's efforts to secure other licenses and permits or authorizations that relate to other property. During the Option Period and any extension thereof, Tenant may exercise the Option by so notifying Landlord in writing, at Landlord's address in accordance with Section 12 hereof.

(c) If Tenant exercises the Option, then, subject to the following terms and conditions, Landlord hereby leases to Tenant the use of that portion of the Property sufficient for placement of the Antenna Facilities (as defined below), together with all necessary space and easements for access and utilities, as generally described and depicted in the attached Exhibit B (collectively referred to hereinafter as the "Premises"). The Premises, located at 17995 Sierra Way, Monument, El Paso, Colorado 80132, comprises approximately 450 square feet.

2. Term. The initial term of this Lease shall be five (5) years commencing on the date of the exercise of the Option (the "Commencement Date"), and terminating at midnight on the last day of the initial term (the "Initial Term").

3. Permitted Use. The Premises may be used by Tenant for the transmission and reception of radio communication signals and for the construction, installation, operation, maintenance, repair, removal or replacement of related facilities, tower and base, antennas, microwave dishes, equipment shelters and/or cabinets and related activities.

4. Rent. Tenant shall pay Landlord, as rent, [REDACTED] per month ("Rent"). Rent shall be payable within twenty (20) days following the Commencement Date prorated for the remainder of the month in which the Commencement Date falls and thereafter Rent will be payable monthly in advance by the fifth day of each month to Allen P. Goodman at Landlord's address specified in Section 12 below. If this Lease is terminated at a time other than on the last day of a month, Rent shall be prorated as of the date of termination for any reason (other than a default by Tenant) and all prepaid Rent shall be immediately refunded to Tenant.

5. Renewal. Tenant shall have the right to extend this Lease for five (5) additional, five-year terms (each a "Renewal Term"). Each Renewal Term shall be on the same terms and conditions as set forth herein, except that Rent shall be increased by [REDACTED] of the Rent paid over the preceding term. This Lease shall automatically renew for each successive Renewal Term unless Tenant notifies Landlord, in writing, of Tenant's intention not to renew this Lease, at least sixty (60) days prior to the expiration of the Initial Term or any Renewal Term. If Tenant shall remain in possession of the Premises at the expiration of this Lease or any Renewal Term without a written agreement, such tenancy shall be deemed a month-to-month tenancy under the same terms and conditions of this Lease.

6. Interference. Tenant shall not use the Premises in any way which interferes with the use of the Property by Landlord, or lessees or licensees of Landlord with rights in the Property prior in time to Tenant's (subject to Tenant's rights under this Lease, including, without limitation, non-interference). Similarly, Landlord shall not use, nor shall Landlord permit its lessees, licensees, employees, invitees or agents to use, any portion of the Property in any way which interferes with the operations of Tenant. Such

interference shall be deemed a material breach by the interfering party, who shall, upon written notice from the other, be responsible for terminating said interference. In the event any such interference does not cease promptly, the parties acknowledge that continuing interference may cause irreparable injury and, therefore, the injured party shall have the right, in addition to any other rights that it may have at law or in equity, to bring a court action to enjoin such interference or to terminate this Lease immediately upon written notice.

7. Improvements; Utilities; Access.

(a) Tenant shall have the right, at its expense, to erect and maintain on the Premises improvements, personal property and facilities necessary to operate its communications system, including, without limitation, radio transmitting and receiving antennas, microwave dishes, tower and base, equipment shelters and/or cabinets and related cables and utility lines and a location based system, including, without limitation, antenna(s), coaxial cable, base units and other associated equipment (collectively, the "Antenna Facilities"), as such location based system may be required by any county, state or federal agency/department. Tenant shall have the right to alter, replace, expand, enhance and upgrade the Antenna Facilities at any time during the term of this Lease. Tenant shall cause all construction to occur lien-free and in compliance with all applicable laws and ordinances. Landlord acknowledges that it shall not interfere with any aspects of construction, including, without limitation, attempting to direct construction personnel as to the location of or method of installation of the Antenna Facilities and the Easements (as defined below) ("Construction Interference"). Landlord further acknowledges that it will be responsible for any costs and damages (including, fines and penalties) that are directly attributable to Landlord's Construction Interference. The Antenna Facilities shall remain the exclusive property of Tenant. Tenant shall have the right to remove the Antenna Facilities at any time during and upon the expiration or termination of this Lease.

(b) Tenant, at its expense, may use any and all appropriate means of restricting access to the Antenna Facilities, including, without limitation, the construction of a fence.

(c) Tenant shall, at Tenant's expense, keep and maintain the Antenna Facilities now or hereafter located on the Property in commercially reasonable condition and repair during the term of this Lease, normal wear and tear and casualty excepted. Upon termination or expiration of this Lease, the Premises shall be returned to Landlord in good, usable condition, normal wear and tear and casualty excepted.

(d) Tenant shall have the right to install utilities, at Tenant's expense, and to improve the present utilities on the Property (including, but not limited to, the installation of emergency power generators). Landlord agrees to use reasonable efforts in assisting Tenant to acquire necessary utility service. Tenant shall, wherever practicable, install separate meters for utilities used on the Property by Tenant. Landlord shall diligently correct any variation, interruption or failure of utility service.

(e) As partial consideration for Rent paid under this Lease, Landlord hereby grants Tenant an easement in, under and across the Property for ingress, egress, utilities and access (including access for the purposes described in Section 1) to the Premises adequate to install and maintain utilities, which include, but are not limited to, the installation of power and telephone service cable, and to service the Premises and the Antenna Facilities at all times during the Initial Term of this Lease and any Renewal Term (collectively, the "Easements"). The Easements provided hereunder shall have the same term as this Lease.

(f) Tenant shall have 24-hours-a-day, 7-days-a-week access to the Premises ("Access") at all times during the Initial Term of this Lease and any Renewal Term. In the event Landlord, its employees or agents impede or deny Access to Tenant, its employees or agents, Tenant shall, without waiving any other rights that it may have at law or in equity, deduct from Rent amounts due under this Lease an amount equal to [REDACTED] per day for each day that Access is impeded or denied.

8. Termination. Except as otherwise provided herein, this Lease may be terminated, without any penalty or further liability as follows:

(a) upon thirty (30) days' written notice by Landlord if Tenant fails to cure a default for payment of amounts due under this Lease within that thirty (30) day period;

(b) immediately if Tenant notifies Landlord of unacceptable results of any title report, environmental or soil tests prior to Tenant's installation of the Antenna Facilities on the Premises, or if Tenant is unable to obtain, maintain, or otherwise forfeits or cancels any license (including, without limitation, an FCC license), permit or any Governmental Approval necessary to the installation and/or operation of the Antenna Facilities or Tenant's business;

(c) upon ninety (90) days' written notice by Tenant if the Property or the Antenna Facilities are, or become unacceptable under Tenant's design or engineering specifications for its Antenna Facilities or the communications system to which the Antenna Facilities belong;

(d) immediately upon written notice by Tenant if the Premises or the Antenna Facilities are destroyed or damaged so as in Tenant's reasonable judgment to substantially and adversely affect the effective use of the Antenna Facilities. In such event, all rights and obligations of the parties shall cease as of the date of the damage or destruction, and Tenant shall be entitled to the reimbursement of any Rent prepaid by Tenant. If Tenant elects to continue this Lease, then all Rent shall abate until the Premises and/or the Antenna Facilities are restored to the condition existing immediately prior to such damage or destruction; or

(e) at the time title to the Property transfers to a condemning authority, pursuant to a taking of all or a portion of the Property sufficient in Tenant's determination to render the Premises unsuitable for Tenant's use. Landlord and Tenant shall each be entitled to pursue their own separate awards with respect to such taking. Sale of all or part of the Property to a purchaser with the power of eminent domain in the face of the exercise of the power shall be treated as a taking by condemnation.

9. Default and Right to Cure. Notwithstanding anything contained herein to the contrary and without waiving any other rights granted to it at law or in equity, each party shall have the right, but not the obligation, to terminate this Lease on written notice pursuant to Section 12 hereof, to take effect immediately, if the other party (i) fails to perform any covenant for a period of thirty (30) days after receipt of written notice thereof to cure or (ii) commits a material breach of this Lease and fails to diligently pursue such cure to its completion after sixty (60) days' written notice to the defaulting party.

10. Taxes. Landlord shall pay when due all real property taxes for the Property, including the Premises. In the event that Landlord fails to pay any such real property taxes or other fees and assessments, Tenant shall have the right, but not the obligation, to pay such owed amounts and deduct them from Rent amounts due under this Lease. Notwithstanding the foregoing, Tenant shall pay any personal property tax, real property tax or any other tax or fee which are directly attributable to the presence or installation of the Tenant's Antenna Facilities, only for so long as this Lease has not expired of its own terms or is not terminated by either party. Landlord hereby grants to Tenant the right to challenge, whether in a Court, Administrative Proceeding, or other venue, on behalf of Landlord and/or Tenant, any personal property or real property tax assessments that may affect Tenant. If Landlord receives notice of any personal property or real property tax assessment against the Landlord, which may affect Tenant and is directly attributable to Tenant's installation, Landlord shall provide timely notice of the assessment to Tenant sufficient to allow Tenant to consent to or challenge such assessment. Further, Landlord shall provide to Tenant any and all documentation associated with the assessment and shall execute any and all documents reasonably necessary to effectuate the intent of this Section 10.

11. Insurance and Subrogation and Indemnification.

(a) Tenant shall provide Commercial General Liability Insurance in an aggregate amount of One Million and no/100 dollars (\$1,000,000.00). Tenant may satisfy this requirement by obtaining the appropriate endorsement to any master policy of liability insurance Tenant may maintain.

(b) Landlord and Tenant hereby mutually release each other (and their successors or assigns) from liability and waive all right of recovery against the other for any loss or damage covered by their respective first party property insurance policies for all perils insured thereunder. In the event of such insured loss, neither party's insurance company shall have a subrogated claim against the other. To the extent loss or damage is not covered by their first party property insurance policies, Landlord and Tenant each agree to indemnify and hold harmless the other party from and against any and all claims, damages, cost and expenses, including reasonable attorney fees, to the extent caused by or arising out of (a) the negligent acts or omissions or willful misconduct in the operations or activities on the Property by the indemnifying party or the employees, agents, contractors, licensees, tenants and/or subtenants of the indemnifying party, or (b) a breach of any obligation of the indemnifying party under this Lease. Notwithstanding the foregoing, this indemnification shall not extend to indirect, special, incidental or consequential damages, including, without limitation, loss of profits, income or business opportunities to the indemnified party or anyone claiming through the indemnified party. The indemnifying party's obligations under this section are contingent upon (i) its receiving prompt written notice of any event giving rise to an obligation to indemnifying the other party and (ii) the indemnified party's granting it the right to control the defense and settlement of the same. Notwithstanding anything to the contrary in this Lease, the parties hereby confirm that the provisions of this section shall survive the expiration or termination of this Lease. Tenant shall not be responsible to Landlord, or any third-party, for any claims, costs or damages (including, fines and penalties) attributable to any pre-existing violations of applicable codes, statutes or other regulations governing the Property, including the Premises.

12. Notices. All notices, requests, demands and other communications shall be in writing and are effective three (3) days after deposit in the U.S. mail, certified and postage paid, or upon receipt if personally delivered or sent by next-business-day delivery via a nationally recognized overnight courier to the addresses set forth below. Landlord or Tenant may from time to time designate any other address for this purpose by providing written notice to the other party.

If to Tenant to:

T-Mobile USA, Inc.
12920 SE 38th Street
Bellevue, WA 98006
Attn: PCS Lease Administrator
With a copy to: Attn: Legal Dept.

With a copy to:

VoiceStream PCS II Corporation
2323 Delgany St.
Denver, CO 80216
Attn: Lease Administration Manager

If to Landlord to:

Allen P. Goodman
17995 Sierra Way

With a copy to:

13. Quiet Enjoyment, Title and Authority. Landlord covenants and warrants to Tenant that (i) Landlord has full right, power and authority to execute this Lease; (ii) it has good and unencumbered title to the Property free and clear of any liens or mortgages, except those disclosed to Tenant and which will not interfere with Tenant's rights to or use of the Premises; and (iii) execution and performance of this Lease will not violate any laws, ordinances, covenants, or the provisions of any mortgage, lease, or other agreement binding on Landlord. Landlord covenants that at all times during the term of this Lease, Tenant's quiet enjoyment of the Premises or any part thereof shall not be disturbed as long as Tenant is not in default beyond any applicable grace or cure period.

14. Environmental Laws. Landlord represents that it has no knowledge of any substance, chemical or waste (collectively, "Hazardous Substance") on the Property that is identified as hazardous, toxic or dangerous in any applicable federal, state or local law or regulation. Landlord and Tenant shall not introduce or use any Hazardous Substance on the Property in violation of any applicable law. Landlord shall be responsible for, and shall promptly conduct any investigation and remediation as required by any applicable environmental laws, all spills or other releases of any Hazardous Substance not caused solely by Tenant, that have occurred or which may occur on the Property. Each party agrees to defend, indemnify and hold harmless the other from and against any and all administrative and judicial actions and rulings, claims, causes of action, demands and liability (collectively, "Claims") including, but not limited to, damages, costs, expenses, assessments, penalties, fines, losses, judgments and reasonable attorney fees that the indemnitee may suffer or incur due to the existence or discovery of any Hazardous Substances on the Property or the migration of any Hazardous Substance to other properties or the release of any Hazardous Substance into the environment (collectively, "Actions"), that relate to or arise from the indemnitor's activities on the Property. Landlord agrees to defend, indemnify and hold Tenant harmless from Claims resulting from Actions on the Property not caused by Landlord or Tenant prior to and during the Initial Term and any Renewal Term of this Lease. The indemnifications in this section specifically include, without limitation, costs incurred in connection with any investigation of site conditions or any cleanup, remedial, removal or restoration work required by any governmental authority. This Section 14 shall survive the termination or expiration of this Lease.

15. Assignment and Subleasing. Tenant may assign this Lease and the Easements (as defined above) granted herein upon written notice to Landlord. Upon such assignment, Tenant shall be relieved of all liabilities and obligations hereunder and Landlord shall look solely to the assignee for performance under this Lease and all obligations hereunder. Tenant may sublease the Premises, upon written notice to Landlord.

Additionally, Tenant may, upon notice to Landlord, mortgage or grant a security interest in this Lease and the Antenna Facilities, and may assign this Lease and the Antenna Facilities to any mortgagees or holders of security interests, including their successors or assigns (collectively "Mortgagees"), provided such Mortgagees agree to be bound by the terms and provisions of this Lease. In such event, Landlord shall execute such consent to leasehold financing as may reasonably be required by Mortgagees. Landlord agrees to notify Tenant and Tenant's Mortgagees simultaneously of any default by Tenant and to give Mortgagees the same right to cure any default as Tenant or to remove any property of Tenant or Mortgagees located on the Premises, except that the cure period for any Mortgagees shall not be less than thirty (30) days after receipt of the default notice, as provided in Section 9 of this Lease. All such notices to Mortgagees shall be sent to Mortgagees at the address specified by Tenant. Failure by Landlord to give Mortgagees such notice shall not diminish Landlord's rights against Tenant, but shall preserve all rights of Mortgagees to cure any default and to remove any property of Tenant or Mortgagees located on the Premises as provided in Section 17 of this Lease.

16. Successors and Assigns. This Lease and the Easements granted herein shall run with the land, and shall be binding upon and inure to the benefit of the parties, their respective successors, personal representatives and assigns.

17. Waiver of Landlord's Lien. Landlord hereby waives any and all lien rights it may have, statutory or otherwise, concerning the Antenna Facilities or any portion thereof, which shall be deemed personal property for the purposes of this Lease, whether or not the same is deemed real or personal property under applicable laws, and Landlord gives Tenant and Mortgagees the

right to remove all or any portion of the same from time to time, whether before or after a default under this Lease, in Tenant's and/or Mortgagee's sole discretion and without Landlord's consent.

18. Miscellaneous

(a) The prevailing party in any litigation arising hereunder shall be entitled to its reasonable attorneys' fees and court costs, including appeals, if any.

(b) Each party agrees to furnish to the other, within twenty (20) days after request, such truthful estoppel information as the other may reasonably request.

(c) This Lease constitutes the entire agreement and understanding of the parties, and supersedes all offers, negotiations and other agreements. There are no representations or understandings of any kind not set forth herein. Any amendments to this Lease must be in writing and executed by both parties.

(d) Each party agrees to cooperate with the other in executing any documents (including a Memorandum of Lease in substantially the form attached hereto as Exhibit C) necessary to protect its rights or use of the Premises. The Memorandum of Lease may be recorded in place of this Lease by either party. In the event the Property is encumbered by a mortgage or deed of trust, Landlord agrees, upon request of Tenant, to obtain and furnish to Tenant a non-disturbance and attornment agreement for each such mortgage or deed of trust, in a form reasonably acceptable to Tenant. Tenant may obtain title insurance on its interest in the Premises. Landlord agrees to execute such documents as the title company may require in connection therewith.

(e) This Lease shall be construed in accordance with the laws of the state in which the Property is located.

(f) If any term of this Lease is found to be void or invalid, such finding shall not affect the remaining terms of this Lease, which shall continue in full force and effect. The parties agree that if any provisions are deemed not enforceable, they shall be deemed modified to the extent necessary to make them enforceable. Any questions of particular interpretation shall not be interpreted against the draftsman, but rather in accordance with the fair meaning thereof. No provision of this Lease will be deemed waived by either party unless expressly waived in writing signed by the waiving party. No waiver shall be implied by delay or any other act or omission of either party. No waiver by either party of any provision of this Lease shall be deemed a waiver of such provision with respect to any subsequent matter relating to such provision.

(g) The persons who have executed this Lease represent and warrant that they are duly authorized to execute this Lease in their individual or representative capacity as indicated.

(h) This Lease may be executed in any number of counterpart copies, each of which shall be deemed an original, but all of which together shall constitute a single instrument.

(i) All Exhibits referred to herein and any Addenda are incorporated herein for all purposes. The parties understand and acknowledge that Exhibit A (the legal description of the Property) and Exhibit B (the Premises location within the Property), may be attached to this Lease and the Memorandum of Lease, in preliminary form. Accordingly, the parties agree that upon the preparation of final, more complete exhibits, Exhibits A, and/or B, as the case may be, which may have been attached hereto in preliminary form, may be replaced by Tenant with such final, more complete exhibit(s). The terms of all Exhibits are incorporated herein for all purposes.


(j) If Landlord is represented by any broker or any other leasing agent, Landlord is responsible for all commission fee or other payment to such agent, and agrees to indemnify and hold Tenant harmless from all claims by such broker or anyone claiming through such broker. If Tenant is represented by any broker or any other leasing agent, Tenant is responsible for all commission fee or other payment to such agent, and agrees to indemnify and hold Landlord harmless from all claims by such broker or anyone claiming through such broker.

The effective date of this Lease is the date of execution by the last party to sign (the "Effective Date").

LANDLORD: Allen P. Goodman

By:

Printed Name:


Allen P. Goodman

Site Number: DN03490
Site Name: Goodman & Sons
Market: DENVER MTA

Its:

Date:

9 Feb 04

LANDLORD:

By:

Printed Name:

Its:

Date:

TENANT:

VoiceStream PCS II Corporation

By:

Printed Name:

Its:

Date:

Wayne M.
Wayne M.
Director of Engineers
2-18-2004

Approved as to form

Site Number:

DN03490

Site Name:

Goodman & Sons

Market:


DENVER MTA

ADDENDUM TO SITE LEASE WITH OPTION
[Additional Terms]

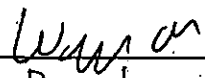
In the event of conflict or inconsistency between the terms of this Addendum and this Lease, the terms of the Addendum shall govern and control. All capitalized terms shall have the same meaning as in this Lease.

NONE.

LANDLORD: Allen P. Goodman

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

TENANT: VoiceStream PCS II Corporation

By: 
Printed Name: ~~Director of Engineering~~ Wayne Leuck
Its: Director of Engineering
Date: 2-18-2004

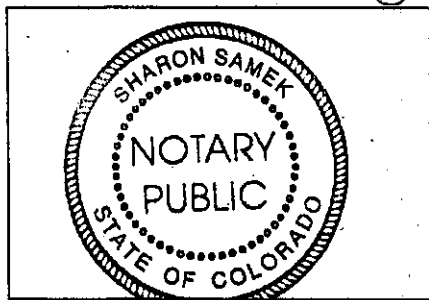
[Notary block for Individual]

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

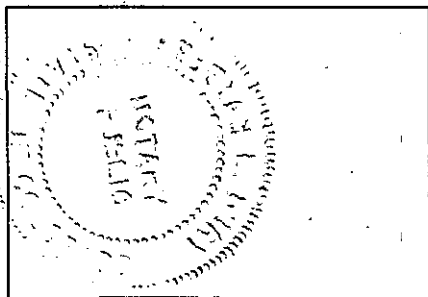
[Notary block for Tenant]

STATE OF Colorado)

COUNTY OF Denver) ss.
)

I certify that I know or have satisfactory evidence that Wayne Leuck 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 Area Director of Engineering 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: 2-18-2004



Rebekah L. Dury
Notary Public
Print Name Rebekah L. Dury
My commission expires 6-11-2004

(Use this space for notary stamp/seal)

EXHIBIT A
Legal Description

The Property is legally described as follows:

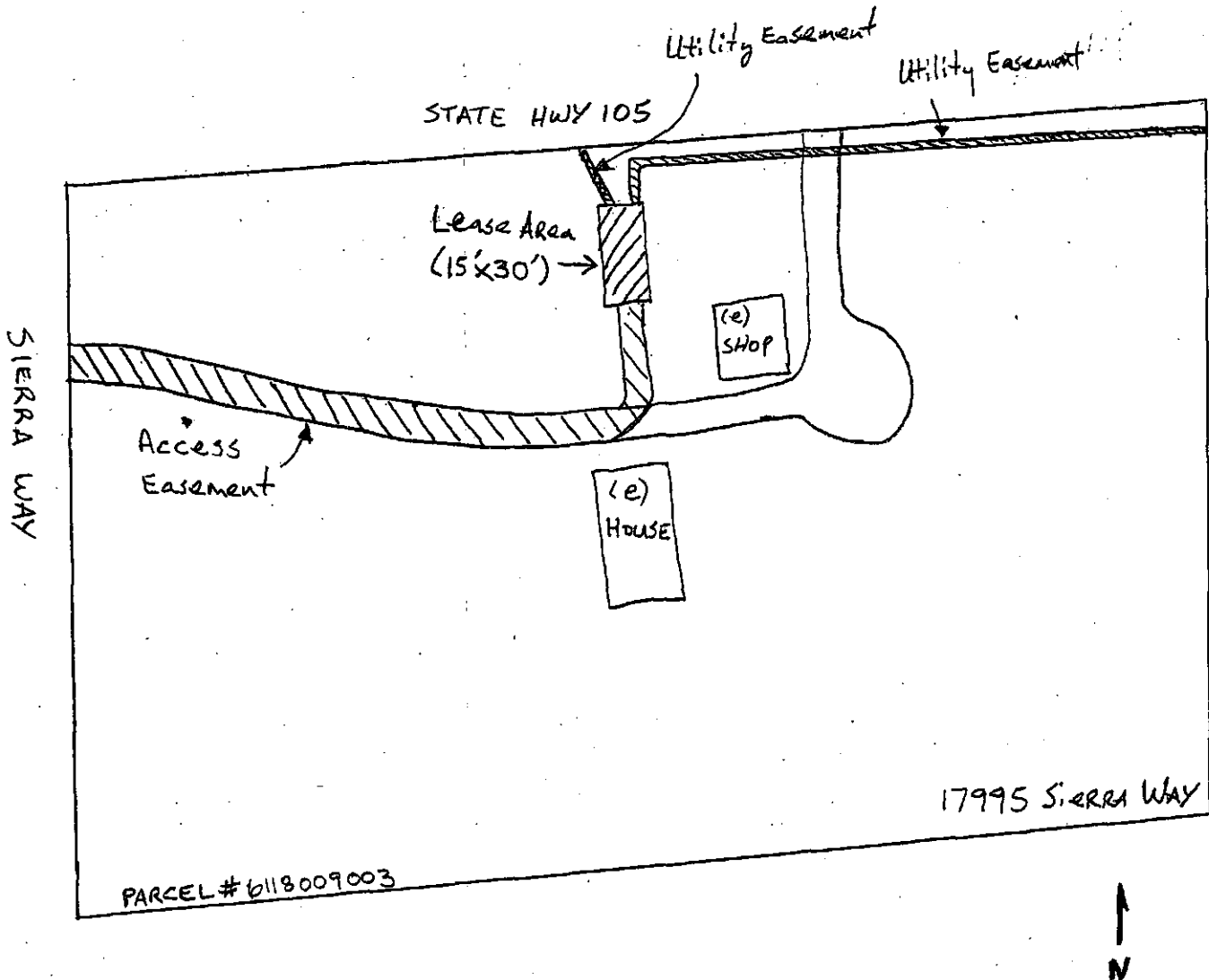
Tract 78 in Arrowwood Subdivision No. 2, El Paso County, State of Colorado

Site Number: DN03490
Site Name: Goodman & Sons
Market: DENVER MTA

Version 10-2-01

EXHIBIT B

The location of the Premises within the Property (together with access and utilities)
is more particularly described and depicted as follows:



Landlord Initials:

Tenant Initials:

This Exhibit "B" may be replaced by Tenant with surveyed metes and
bounds descriptions of the "Premises" and utility and access easements.

EXHIBIT C

**Memorandum
of
Lease**

Site Number: DN03490
Site Name: Goodman & Sons
Market: DENVER MTA

Version 10-2-01

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

Its: Director of Engineering

Date: 2-27-2004

[Notary block for Landlord]

[Notary block for Individual]

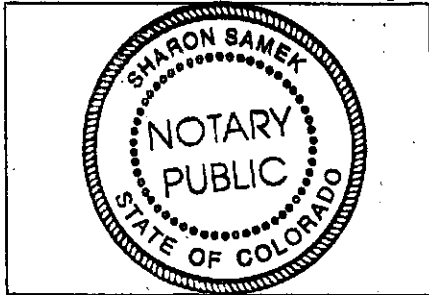
STATE OF COLORADO

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]

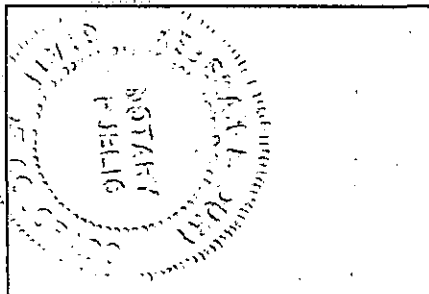
STATE OF Colorado

COUNTY OF Denver

)
) ss.
)

I certify that I know or have satisfactory evidence that Wayne 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: 2/10/04



(Use this space for notary stamp/seal)

Rebekah L. Day
Notary Public
Print Name Rebekah L. Day
My commission expires 6/11/2004

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

Site Number: DN03490
Site Name: Goodman & Sons
Market: DENVER MTA

Version 10-2-01