

Site Name: Falcon FS#2
Site Number: CO-2019

Lessee's Site Number: DNDEN00337B

TOWER SITE LEASE

Lessor:
Fidelity Towers Inc
1195 Deerfield Road
Templeton, CA 93465

Lessee:
DISH Wireless LLC
5701 S. Santa Fe Drive
Littleton, CO 80120

THIS TOWER SITE LEASE ("Lease") is entered into by and between Lessor and Lessee on the date the Lease is last executed by a party hereto. Lessor owns, leases, manages, or otherwise legally controls a certain tower site ("Site"), which includes a parcel of real property and improvements including buildings, towers, and related structures. The Site is more particularly described on the attached Exhibit A.

WHEREAS, the Lessee desires to Lease from Lessor a certain portion of the Site, along with non-exclusive use of access and utility easements thereto (collectively, the "Premises"), which are more particularly described on Exhibit B and Exhibit C attached hereto.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lessor leases to Lessee the Premises, together with non-exclusive use of the access and utility easements, under the following terms and conditions:

1. USE: Lessee may use the Premises for the installation, operation, maintenance, repair and use of certain equipment ("Permitted Equipment") to be operated at certain frequencies which Lessee is authorized to use pursuant to licenses granted by the FCC. The Permitted Equipment is more particularly described on the attached Exhibit B. Lessee shall have 24-hours-a-day, 7-days-a-week access to the Premises at all times during the Initial Term of this Lease and any Renewal Term.

2. INITIAL TERM: This initial term ("Initial Term") of this Lease shall be seven (7) years, commencing on the earlier of the following dates ("Commencement Date"): (i) the initiation of any work at the Site by Lessee, or (ii) June 1, 2023. In either case the parties agree to provide satisfactory written acknowledgement of the Commencement Date prior to any on-site installations by Lessee.

3. RENEWAL TERMS: This Lease shall renew for four (4) terms of seven (7) years each (each a "Renewal Term", collectively "Renewal Terms"), which will automatically take effect unless Lessee notifies Lessor in writing of Lessee's intent not to renew, no less than ninety (90) days prior to the end of the then-current term.

4. RENT

(a) Initial Rent: The initial monthly rent ("Rent") shall be [REDACTED] Rent shall become due and payable on the Commencement Date. Lessee shall pay all amounts due to Lessor, including Rent, utilities, taxes and other charges, by check, wire transfer, account auto debit or ACH credit to Lessor's account, without offset or holdback, no later than the first business day of each calendar month throughout the term of this Lease. The payment address is:

Fidelity Towers Inc.
1195 Deerfield Road
Templeton, CA 93465
(303) 870-1461

(b) Escalation: Rent shall increase by [REDACTED] per annum, commencing on the first anniversary of the Commencement Date, and on each anniversary of the Commencement Date thereafter, throughout the Initial term of this Lease and any Renewal Term.

(c) Holdover. If Lessee holds over with respect to the Site or Premises beyond the removal period set forth in Section 12(c) below following expiration or termination of this Lease, the Lease term with respect to such Site and/or Premises shall revert to a month-to-month term, and Rent shall be one hundred twenty-five percent (125%) of the Rent applicable during the last month of the preceding term. Lessor and Lessee shall each have the right during such month-to-month term to terminate the Lease term with respect to such hold over, with or without cause, upon thirty (30) days notice to the other party.

(d) Lessee's obligation to pay Rent or any other amount due under this Lease is contingent upon Lessee's receipt of an IRS approved W-9 form setting forth the tax identification number of Lessor.

5. ENERGY CONSUMPTION: Lessee shall pay the cost of Lessee's electrical usage at the Site. Lessee's electrical service shall be separately supplied and metered, and Lessee shall be fully responsible for all costs associated with metering, including the cost of its installation and usage. Lessor agrees to use reasonable efforts in assisting Lessee to acquire necessary utility services including fiber optic connections to the Permitted Equipment.



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6. PRIME AGREEMENT: If the Lessor leases or manages the property on which the Site is located from a third party or owner of the property (collectively, "Owner"), Lessee shall abide by the terms and conditions of the agreement between Lessor and Owner (the "Prime Agreement") to the extent that such terms and conditions affect the Lessee's use of the Site. A copy of the Prime Agreement with its financial terms redacted is attached to this Lease as Exhibit E.

7. INTERFERENCE: Lessee's Permitted Equipment shall not cause measurable interference to the equipment of the Lessor or other lessees of the Site that are installed as of the date this Lease is executed by the parties. In the event that Lessee's Permitted Equipment causes such interference, and after Lessor has notified Lessee of such interference, Lessee will take all steps necessary to correct and eliminate the interference. If the interference continues for a period in excess of forty-eight (48) hours following notification, Lessor shall have the right to cause Lessee to cease operating the offending equipment, or to reduce the power sufficiently to minimize the interference until the condition can be remedied; provided that Lessee may power-up the offending equipment for intermittent testing to determine the source of and resolve the interference, at times mutually agreed upon by Lessee and Lessor. Lessor agrees and acknowledges that Lessor and other lessees will be permitted to install only such radio equipment that is of the type and frequency that will not cause measurable interference to the Permitted Equipment of Lessee. In the event that Lessor or other lessees cause such interference, and after Lessee has notified Lessor of such interference, Lessor will take all steps necessary to correct and eliminate or cause other lessee's to correct and eliminate the interference. If any such interference does not cease promptly, Lessee may terminate this Lease upon thirty (30) days written notice.

8. INSURANCE: Insurance requirements for Lessee, Lessee's Contractors and Subcontractors are contained in Exhibit D attached hereto and incorporated herein by reference. Except to the extent caused by the gross negligence or intentional willful misconduct of Lessor or its agents or employees, Lessor shall not be liable for damage to Lessee's equipment, including replacement. Lessor shall maintain, at Lessor's sole cost and expense, commercial general liability insurance of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate.

9. IMPROVEMENTS (APPLICABLE IF CHECKED)

- A structural analysis of the tower ("Structural Analysis") has been completed. Such Structural Analysis has determined that no Site upgrades, modifications, or improvements ("Improvements") are required to accommodate Lessee's Permitted Equipment.
- A Structural Analysis is currently being completed. No Improvements to the Site are anticipated, however to the extent the Structural Analysis determines that Improvements are required to accommodate Lessee's Permitted Equipment, the cost thereof shall be negotiated under a separate cost sharing agreement between Lessee and Lessor.
- A Structural Analysis has been completed. Such Structural Analysis has determined that the Site requires Improvements in order to accommodate Lessee's Permitted Equipment. Lessor and Lessee agree and acknowledge that such Improvements will cost an amount approximately equal to \$_____ (the "Improvement Cost"). Lessee shall pay to Lessor \$_____ of such Improvement Cost by valid purchase order or check ("Lessee's Improvement Cost Contribution") upon execution of this Lease. Lessor shall thereafter use its best efforts to complete such Improvements. Lessee's ability to terminate this Lease prior to the Commencement Date pursuant to the terms herein shall be deemed revoked, and Lessee's Improvement Cost Contribution shall be non-refundable. In the event that the Improvements are not complete as of the Commencement Date, the Commencement Date shall be extended until such Improvements are complete.

10. INDEMNIFICATIONS

(a) LESSOR shall indemnify Lessee against any claim, liability, or loss (including reasonable attorney's fees and court costs) resulting from injury to or death of any person, or any damage to property, to the extent due to (i) the acts or omissions of Lessor, its contractors, subcontractors, agents or representatives; (ii) any breach of this Lease by Lessor, its contractors, subcontractors, agents or representatives; or (iii) the negligence or willful misconduct of Lessor or its contractors, subcontractors, agents, or representatives. In the event that Lessee seeks indemnification hereunder, Lessor shall have no obligation to indemnify as provided herein unless Lessee provides prompt written notice to Lessor of any such claims and allows Lessor the right (but not the obligation) to control the defense, negotiations, and/or settlement of such claim. Lessee and its counsel may participate in such proceedings at its own expense but not control such proceedings, negotiations, or defense as counsel of record if Lessor chooses to control the defense. In such event that Lessor chooses to control the defense, Lessee shall not admit any liability, settle, compromise, pay, or discharge any such claim, demand, suit or proceeding without the prior written consent of Lessee, which will not be unreasonably delayed, conditioned, or withheld.

(b) LESSEE shall indemnify Lessor against any claim, liability, or loss (including reasonable attorney's fees and court costs) resulting from injury to or death of any person, or any damage to property, to the extent due to (i) the acts or omissions of Lessee, its contractors, subcontractors, agents or representatives; (ii) any breach of this Lease by Lessee, its contractors, subcontractors, agents or representatives; or (iii) the negligence or willful misconduct of Lessee or its contractors, subcontractors, agents, or representatives. In the event that Lessor seeks indemnification hereunder, Lessee shall have no obligation to indemnify as provided herein unless Lessor provides prompt written notice to Lessee of any such claims and allows Lessee the right (but not the obligation) to control the defense, negotiations, and/or settlement of such claim. Lessor and its counsel may participate in such proceedings at its own expense but not control such proceedings, negotiations, or defense as counsel of record if Lessee chooses to control the defense. In such event that Lessee chooses to control the defense, Lessor shall not admit any liability, settle, compromise, pay, or discharge any such claim, demand, suit, or proceeding without the prior written consent of Lessee, which will not be unreasonably delayed, conditioned, or withheld.

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11. WAIVERS

(a) Except to the extent caused by the gross negligence or intentional willful misconduct of LESSEE, its principals, employees, representatives and agents, LESSOR waives its right to any claim against Lessee, its principals, employees, representatives and agents, for damage to any person or to the Site, the Premises, and any improvements thereon, that are caused by, or result from, risks which would be covered by the insurance which Lessor is required to carry hereunder. Lessor will cause each insurance policy obtained by it (except workers' compensation) to provide that the insurance company waives all right of recovery by way of subrogation against Lessee in connection with any damage covered by any policy.

(b) Except to the extent caused by the gross negligence or intentional willful misconduct of LESSOR, its principals, employees, representatives and agents, LESSEE waives its right to any claim against Lessor, its principals, employees, representatives and agents, for damage to any person or to the Site, the Premises and any improvements thereon, that are caused by, or result from, risks which would be covered by the insurance which Lessee is required to carry hereunder. Lessee will cause each insurance policy obtained by it (except workers' compensation) to provide that the insurance company waives all right of recovery by way of subrogation against Lessor in connection with any damage covered by any policy.

(c) EACH PARTY HERETO WAIVES ANY AND ALL CLAIMS AGAINST THE OTHER FOR ANY LOSS, COST, DAMAGE, EXPENSE, INJURY OR OTHER LIABILITY WHICH IS IN THE NATURE OF INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, AND WHICH ARE SUFFERED OR INCURRED AS THE RESULT OF, ARISE OUT OF, OR ARE IN ANY WAY CONNECTED TO THE PERFORMANCE OF THE OBLIGATIONS UNDER THIS LEASE.

12. EQUIPMENT INSTALLATIONS, RECONFIGURATION, AND REMOVAL

(a) INSTALLATION: Lessee's Permitted Equipment, whether installed overhead, above ground, or underground, shall remain the personal property of the Lessee, and shall not be considered a fixture to the Site. Lessee's installation, and any associated costs, including necessary permits or licenses, shall be at Lessee's sole cost and expense. Lessee may not install any equipment other than the Permitted Equipment at the Site without Lessor's express written consent. If the existing utility or fiber sources located within the Premises or on the Site are insufficient for the operation of Lessee's Permitted Equipment, Lessor agrees to grant Lessee and/or Lessee's third party utility or fiber provider the right, at Lessee's sole cost and expense, to install such utilities or fiber on, over and/or under the Site as is necessary for the operation of Lessee's Permitted Equipment; provided that Lessor and Lessee shall mutually agree on the location of such installations.

(b) RECONFIGURATION: Lessee agrees and acknowledges that the Permitted Equipment listed in Exhibit B are a true and accurate depiction of the equipment that Lessee will operate at the Site. Should Lessee desire to add, reduce, modify or in any other way change the Permitted Equipment, Lessee shall submit such request to Lessor, in writing and in the form of Lessor's then current application, for Lessor's approval. Lessor's approval of an application will include a Structural Analysis factoring Lessee's proposed tower loading. The Structural Analysis for any reconfiguration of the Permitted Equipment shall be completed by Lessor's structural engineer, and the fee for such Structural Analysis shall be paid in advance by Lessee. Notwithstanding anything to the contrary herein, Lessee shall have the right to complete routine repairs and maintenance of the Permitted Equipment and to replace its Permitted Equipment on the tower provided said replacement is at the same height on the tower and does not increase the quantity, size, weight or windload of the Permitted Equipment on the tower. In the event Lessor requests to add, modify, or replace the Permitted Equipment in such a way that there is an increase in its quantity, size, weight or structural loading, the parties shall in good faith negotiate the associated increase in Rent.

(c) REMOVAL: Lessee shall, at its sole cost and expense and within ninety (90) days following the expiration or termination of this Lease, remove Lessee's equipment from the Site. If Lessee fails to timely remove its Permitted Equipment, Lessor shall provide written notice stating that Lessee has failed to remove its equipment (the "Abandonment Notice"). If Lessee fails to remove its equipment within sixty (60) days after receipt of the Abandonment Notice Lessor shall have, to the full extent of the law: (i) the right to immediate possession of the Premises without invoking legal process; and, (ii) the right (but not the obligation) to immediately disconnect and remove Lessee's equipment from the Site, in which case Lessee shall pay Lessor upon demand an amount equal to the cost of such disconnection, including removal and storage expenses.

13. COMPLIANCE

(a) LESSOR shall: (i) obtain and maintain all applicable federal, state and local authorizations necessary to perform its obligations under this Lease; (ii) comply in all material respects with all federal, state, or local laws, codes and orders which may affect the tower, the Site or this Lease; and (iii) maintain the Site in good condition and compliance with all applicable federal, state and local authorizations, including but not limited to FCC rules pertaining to lighting, marking, inspection, and maintenance.

(b) LESSEE shall: (i) obtain and maintain all applicable federal, state and municipal authorizations necessary to perform its obligations under this Lease; (ii) comply in all material respects with all federal, state, or local laws, codes and orders which may affect the tower, the Site or this Lease; (iii) maintain, in full force and effect, its licenses with respect to Permitted Equipment ; (iv) not permit any third party to operate its Permitted Equipment; and (v) promptly pay all charges, taxes, assessments and fees (exclusive of income taxes and real property taxes) which may be imposed by any governmental authority on or in connection with this Lease. Lessor agrees to cooperate with Lessee in obtaining, at

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Lessee's expense, all licenses and permits or authorizations required for Lessee's use of the Premises from all applicable government and/or regulatory entities (including, without limitation, zoning and land use authorities.

14. MAINTENANCE

(a) Lessor may reasonably inspect the Site, including the Premises, and may make any necessary repairs, modifications, additions or replacements to the Site, including the Premises, any building, or any tower, and perform any work that may be necessary to prevent interference, waste or deterioration, or to comply with applicable laws and regulations, or to perform the obligations of Lessee should it fail to do so as required herein. Lessor reserves the right to replace or rebuild any tower, building, or structure owned or controlled by Lessor on the Site provided that Lessor shall at Lessor's cost: (1) relocate Lessee's Permitted Equipment to another portion of the Site acceptable to Lessee at Lessor's cost; (2) work in good faith with Lessee and make available to Lessee a temporary location on the Site to install and operate temporary transmitting/receiving facilities, including a so-called "COW", or cell-on-wheels until Lessee is relocated; and (3) provide Lessee with at least one hundred eighty (180) days' prior written notice of any proposed relocation. Any relocation shall be suitable for Lessee's operation of its Permitted Equipment, in Lessee's sole but reasonable discretion, and shall not unreasonably interrupt Lessee's operations at the Site. Rent shall abate on a pro rata basis for any period during which Lessee is unable to operate its Permitted Equipment and/or a temporary transmitting/receiving facility at the Site. Lessee shall not be required to relocate its equipment more than once during any seven (7) year period. Lessor shall not make any hard electrical connections to Lessee's Permitted Equipment, and Lessor shall provide Lessee with two (2) business days' notice before accessing the Premises in order to allow Lessee to have a representative present during any such access.

(b) Lessee shall paint, at Lessee's expense, any Permitted Equipment installed on the tower (including transmission lines, antenna and all appurtenances) to match the tower and to match its foliage (including antenna needle coverings) in compliance with applicable FCC, FAA or other permits, rules or regulations governing the Site. Lessee shall surrender possession of the Premises to Lessor in the same condition it was at the commencement of this Lease, ordinary wear and tear and casualty excepted.

15. WARRANTIES AND REPRESENTATIONS

(a) FCC QUALIFIED: Lessee represents and warrants that it is legally qualified under applicable FCC rules, regulations, and/or guidelines to own and operate its Permitted Equipment and the frequencies identified on Exhibit B, and covenants that it will operate its Permitted Equipment within all material technical parameters of, and otherwise according to, all FCC rules, regulations, and the electrical code(s) of the applicable city, county and/or state and, with respect to Lessee's hiring of tower climbers, the Occupational Safety and Health Act.

(b) SATISFACTION WITH SITE: Lessee represents that it has independently examined the Site and the proposed tower and site design, and has determined that each are satisfactory to Lessee, and are suitable for Lessee's intended use, in their conditions as of the date this Lease is signed by both parties. Lessee accepts the Premises and the proposed tower and site design in "as is" condition as of the date this Lease is signed by both parties and acknowledges that Lessor has no obligation to make alterations or improvements to the Premises or the proposed tower and site design, except as may be agreed to by the parties elsewhere herein.

(c) ENVIRONMENTAL: Lessee represents, warrants, and covenants to Lessor that Lessee at no time during the term of this Lease shall Lessee use or permit the use, generation, storage, treatment, or disposal of any hazardous substance, material, chemical, or waste on the Site in violation of any Environmental Regulations (as such term is defined in below). Lessee's use of the Premises will not involve the subsurface, except where the placement of a foundation is required for Lessee's Permitted Equipment and/or facilities, and where approved by Lessor. For the purposes of this clause, the term "Environmental Regulations" shall mean any law, statute, regulation, order or rule now or hereafter promulgated by any governmental authority, whether local, state or federal, relating to air pollution, water pollution, noise control and/or transporting, storing, handling, discharge, disposal or recovery of on-site or off-site hazardous substances or materials, as same may be amended from time to time. Lessor represents that it has no knowledge of any hazardous substance, chemical or waste on the Site in violation of any applicable Environmental Regulations.

(d) COOPERATION: Each party hereto shall reasonably cooperate with the other party with regards to any actions, filings, approvals, permits, authorizations or other agreements necessary for the parties to exercise their respective rights hereunder. Provided Lessor gives Lessee at least two (2) business days' prior notice, Lessee shall cooperate with Lessor in its reasonable rescheduling of transmitting activities, reducing power, or interrupting Lessee's activities for reasonably limited periods of time in order to permit the installation, modification, repair, replacement or maintenance of the equipment of any user of the Site or the Premises. Lessor shall, and shall cause its other tenants and licensees to, use best efforts to minimize any such periods of reduced power or interruption of Lessee's activities.

(e) ESTOPPEL CERTIFICATES: Each party hereto shall, upon reasonable notice, execute, acknowledge, and deliver to the other party a statement in writing certifying that this Lease is unmodified and in full force and effect (or, if there have been any modifications, that the Lease is in full force and effect as modified and stating the modifications), the dates to which Rent and other charges, if any, have been paid in advance, and such other information as may be reasonably requested.

(f) LIENS: Lessee will not allow any liens of record to stand against the Site by reason of work, service, or materials, supplied through or under Lessee ("Mechanics' Liens"). Lessee shall cause any Mechanics' Lien filed against the Site to be discharged (by payment, deposit

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or bond) of record within thirty (30) days after the date Lessee receives notice that the lien has been filed.

(g) **WAIVER OF LANDLORD'S LIEN.** Lessor hereby waives any and all lien rights it may have, statutory or otherwise, concerning the Permitted Equipment or any portion thereof which shall be deemed personal property for purposes of this Lease, whether or not the same is deemed real or personal property under applicable laws.

(h) **LESSOR REPRESENTATIONS AND WARRANTIES.** Lessor represents, warrants and covenants that: (i) Lessor has good and sufficient title and interest in the Premises, whether by ownership, license, lease or otherwise and has the right to grant the rights set forth in this Lease; (ii) in the event a third party other than Lessor owns or controls any rights to, or Lessor subleases any portion of the Site, Lessor has obtained all rights necessary to enter into this Lease; and (iii) provided Lessee is not in default under the Lease beyond any cure period, Lessee's use and quiet enjoyment of the Premises shall not be disturbed.

16. FORCE MAJEURE AND SITE DAMAGE

(a) **FORCE MAJEURE:** The time for performance by Lessor or Lessee of any term, provision, or warranty of this Lease shall be deemed extended by time lost due to delays resulting from acts of God, strikes, civil riots, floods, material or labor restrictions by governmental authority, or other cause not within the reasonable control of the Lessor or Lessee.

(b) **SITE DAMAGE:** If a Site is fully or partially destroyed or damaged such that Lessee is unable to operate the Permitted Equipment and the restoration would require more than 180 days, Lessor shall notify Lessee, within ten (10) days after receiving knowledge of such event, whether or not Lessor intends to consider rebuilding or otherwise restoring the Site. In such case, if Lessor elects to not rebuild or otherwise restore the Site, this Lease shall automatically terminate effective the date the Site was originally damaged. However, if Lessor elects to rebuild or repair the Site, Lessor shall notify Lessee of that election and Lessee shall then have fifteen (15) business days thereafter to either (i) terminate this Lease as of the date the Site was originally damaged; or (ii) agree to the continuation of this Lease. If Lessee agrees that this Lease shall continue, Lessor shall thereafter evaluate whether it is commercially reasonable to restore the Site following receipt of responses from each lessee of the Site and, if Lessor, in its sole but commercially reasonable discretion, determines that it is commercially reasonable to restore the Site, Lessor shall undertake to do so. If Lessor elects to repair or rebuild the Site, this Lease shall remain in force with respect to such Site, but Lessee shall be entitled to an abatement of Rent for the time it is unable to conduct its normal operations. If the restoration and repair would require 180 or fewer days, Lessor will repair and restore the damaged portion of Site including the tower (but not the Permitted Equipment) at its sole cost and expense.

17. DEFAULT

(a) **GENERALLY:** Lessee shall be in default hereunder if Lessee fails to make any payment on or prior to the date due, and does not cure such non-payment within thirty (30) days after receiving written notice of such failure to pay. A party shall also be in default hereunder if it fails to comply with any other term of this Lease and does not cure such other failure within sixty (60) days after the non-defaulting party provides the defaulting party with written notice thereof; provided however, that if any such non-monetary default is not capable of being cured within the requisite period of time, then so long as the party charged with the default has diligently pursued such cure of the default within the prescribed period, such party shall be given reasonable time to cure the default, such time not to exceed ninety (90) days, unless a shorter period is expressly required under the terms of this Lease.

(b) **LESSOR REMEDIES:** Upon the occurrence of any Lessee default that is not timely cured, Lessor may, subject to the terms of this Lease, seek any remedy available at law or equity, including disconnection and removal of Lessee's equipment from the Site at the expense of Lessee.

(c) **LESSEE REMEDIES:** Upon the occurrence of any Lessor default that is not timely cured, Lessee may, subject to the terms of this section, seek any remedy available at law or equity, including the right to specific performance or the right to terminate the Lease.

18. TERMINATION

(a) **PRIOR TO COMMENCEMENT:** This Lease may be terminated by Lessee prior to the Commencement Date by written notice to Lessor without further liability if, prior to the Commencement Date, Lessee is unable, through no fault of Lessee by way of Lessee's act or omission, to obtain any license, permit, or other governmental approval necessary for the installation or operation of Lessee's Permitted Equipment.

(b) **DURING TERM:** Lessee may terminate this Lease upon sixty (60) days prior written notice to Lessor during the Initial Term or any Renewal Terms, without further liability, if through no act or omission of Lessee: (i) any license, permit, or other governmental approval necessary for the installation or operation of Lessee's equipment at the Premises is cancelled or otherwise withdrawn or terminated; or (ii) changes in applicable law or an action of the FCC prohibits or adversely affects Lessee's ability to use the Permitted Equipment. Lessee may terminate this Lease upon sixty (60) days prior written notice to Lessor during any Renewal Term at Lessee's discretion. Lessor may terminate this Lease if any law, rule, regulation, ordinance or directive of any governmental agency prohibits or otherwise restricts the use of all or any portion of the Site, including any tower or structure thereon, for the purposes contemplated by this Lease. This Lease shall automatically terminate upon expiration or termination of the Prime Agreement.

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19. ASSIGNMENT: Lessee shall not assign this Lease, in whole or in part, or sublet or permit the Site, the Premises, Permitted Equipment, or any part thereof without the express written approval of Lessor, which shall not be unreasonably withheld, conditioned or delayed; provided, however, that Lessee shall have the right to assign this Lease without Lessor's approval, but with notice to Lessor, to any parent, affiliate or subsidiary of Lessee, any party that merges or consolidates with Lessee or its parent, or any party that purchases or otherwise acquires a majority of Lessee's ownership interest or assets in the FCC market in which the Site is located. Upon such assignment, Lessee shall be relieved of all liabilities and obligations hereunder and Lessor shall look solely to the assignee for performance under this Lease and all obligations hereunder. Lessee shall not mortgage or encumber this Lease without the express written approval of Lessor, which consent shall not be unreasonably withheld, conditioned or delayed. Lessor may assign, mortgage, or encumber its rights under this Lease at any time. Notwithstanding anything to the contrary contained in this Lease, Lessee may collaterally assign or grant a security interest in its improvements and equipment on the Site to any mortgagees or holders of security interests, including their successors or assigns (collectively, "Secured Parties"). In such event, Lessor shall execute consent to such financing as may be reasonably required by such Secured Parties.

20. EMINENT DOMAIN: If the Premises or Site are acquired or condemned under the power of eminent domain, whether by public authority, public utility, or otherwise, and as a result thereof Lessee is unable to conduct its operations on such Site in a manner that is functionally equivalent to Lessee's operations before such event, then this Lease shall terminate as of the date of the acquisition or possession by the condemning authority. Lessor shall be entitled to the entire amount of any condemnation award, and Lessee shall be entitled to make a separate claim for and retain a condemnation award based on and attributable to the expense and damage of removing its Permitted Equipment.

21. LENDER'S CONTINUATION RIGHTS: Lessee understands that Lessor has mortgaged, may mortgage in the future, or has otherwise created a lien on, the Site. Accordingly, Lessee agrees that this Lease shall, at all times, be subordinate to mortgages or other security instruments executed between Lessor and its lender ("Lender") that affect the Site as long as Lessor provides Lessee with a mutually agreeable Subordination, Non-Disturbance and Attornment whereby such mortgagee or lienholder shall recognize this Lease and Lessee's rights hereunder as long as Lessee is not in default beyond any applicable notice and cure periods. Lessee agrees to attorn to Lender in the event that Lender acquires title to the Site. Such attornment will be effective upon Lender's acquisition and shall not be terminated based on foreclosure. Lessee agrees to execute a reasonable attornment agreement, from time to time, to the reasonable satisfaction of Lender. Lessee agrees that Lessor is solely responsible for its own actions and that in no event shall Lender be liable to Lessee for acts, omissions, or liabilities arising from the Lease prior to Lender's acquisition. Lessor shall cooperate with Lessee in reaching a mutually acceptable subordination, non-disturbance, and attornment agreement with Lender.

22. MISCELLANEOUS PROVISIONS

(a) All Exhibits attached hereto are incorporated herein by this reference.

(b) This Lease may be executed in counterparts, and any number of counterparts signed in the aggregate by the parties will constitute a single, original instrument.

(c) This Lease, including the exhibits attached hereto, contains the entire understanding of the parties with respect to its subject matter. No modification of this Lease shall be effective unless contained in a written instrument executed by both parties. Lessor agrees to cooperate with Lessee in executing any documents necessary to protect Lessee's rights in or use of the Premises. A Memorandum of Lease may be recorded in place of this Lease by Lessee. If any term of this Lease is found to be void or invalid, the remaining terms of this Lease shall continue in full force and effect. No provision of this Lease will be deemed waived by either party unless expressly waived in writing 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.

(d) All notices, requests, claims, demands, and other communications hereunder shall be in writing and shall be delivered to the respective parties at the addresses first written above, or as may be amended from time to time. Any such notice may be hand delivered (provided the deliverer provides proof of delivery) or sent via nationally-established, overnight courier that provides proof of delivery, or certified or registered mail (postage prepaid, return receipt requested). Notice shall be deemed received on the date of delivery as demonstrated by the receipt of delivery.

(e) This Lease shall be governed by, construed and enforced in accordance with the laws of the State of in which the Site is located. The prevailing party in any litigation arising hereunder shall be entitled to reimbursement from the other party of its reasonable attorneys' fees and court costs, including appeals, if any.

(f) If requested by Lessee, Lessor and Lessee agree to execute a Memorandum of Lease that Lessee may record, at Lessee's sole cost and expense.

(g) Should Lessor sell or transfer all or any part of the Site to a purchaser other than Lessee, such transfer shall be subject to this Lease and Lessor shall require any such purchaser or transferee to recognize Lessee's rights under the terms of this Lease in a written instrument signed by Lessor and the third party transferee.

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IN WITNESS WHEREOF, the parties have executed this Lease as of the date last signed by a party hereto.

LESSOR:

FIDELITY TOWERS INC.

DocuSigned by:
By: NEIL WISER

F481D070980146A...
Name: Neil Wiser

As Its: President

Date: 12/16/2022

LESSEE:

DISH Wireless, LLC

DocuSigned by:
By: John Wisor

82AC117F632C48B...
Name: John Wisor

As Its: Market General Manager

Date: 12/16/2022

Site Name: Falcon FS#2
Site Number: CO-2019

Lessee's Site Number: DNDEN00337B

EXHIBIT A
LEGAL DESCRIPTION OF THE SITE

60'X60' LEASE AREA DESCRIPTION

BEING A 60'X60' LEASE AREA AND BEING A PORTION OF LOT 1, FALCON V.F.D. FILING NO.1 RECORDED AT BOOK B4 AT PAGE 125 OF THE EL PASO COUNTY CLERK AND RECORDER'S OFFICE AND SITUATED IN THE SOUTHEAST QUARTER OF SECTION 36, TOWNSHIP 11 SOUTH, RANGE 65 WEST OF THE 6TH P.M. AND LOCATED IN EL PASO COUNTY, COLORADO AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCING AT A #5 REBAR AND CAP MARKED "LS 18991" FOR THE SOUTHEAST CORNER OF SAID LOT 1 AND ALSO BEING A POINT ALONG THE WEST RIGHT OF WAY LINE OF NORTH MERIDIAN ROAD;
THENCE N 53°32'10" W A DISTANCE OF 279.87 FEET TO THE SOUTHEAST CORNER OF SAID PROPOSED LEASE AREA AND BEING THE POINT OF BEGINNING;

THENCE S 89°45'34" W A DISTANCE OF 60.00 FEET;
THENCE N 00°14'26" W A DISTANCE OF 60.00 FEET;
THENCE N 89°45'34" E A DISTANCE OF 60.00 FEET;
THENCE S 00°14'26" E A DISTANCE OF 60.00 FEET TO THE POINT OF BEGINNING.

20' WIDE ACCESS & UTILITY EASEMENT DESCRIPTION

BEING A 20' WIDE ACCESS AND UTILITY EASEMENT AND BEING A PORTION OF LOT 1, FALCON V.F.D. FILING NO.1 RECORDED AT BOOK B4 AT PAGE 125 OF THE EL PASO COUNTY CLERK AND RECORDER'S OFFICE AND SITUATED IN THE SOUTHEAST QUARTER OF SECTION 36, TOWNSHIP 11 SOUTH, RANGE 65 WEST OF THE 6TH P.M. AND LOCATED IN EL PASO COUNTY, COLORADO AND THE CENTERLINE OF SAID ACCESS AND UTILITY EASEMENT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCING AT A #5 REBAR AND CAP MARKED "LS 18991" FOR THE SOUTHEAST CORNER OF SAID LOT 1 AND ALSO BEING A POINT ALONG THE WEST RIGHT OF WAY LINE OF NORTH MERIDIAN ROAD;
THENCE ALONG SAID WEST RIGHT OF WAY LINE N 00°14'26" W A DISTANCE OF 444.51 FEET TO THE CENTERLINE OF SAID ACCESS EASEMENT AT AN EXISTING DRIVEWAY TO THE FALCON FIRE STATION NO.2 AND BEING THE POINT OF BEGINNING;

THENCE ALONG SAID CENTERLINE S 83°30'16" W A DISTANCE OF 143.31 FEET;
THENCE S 41°56'38" W A DISTANCE OF 72.70 FEET;
THENCE S 01°27'37" E A DISTANCE OF 103.12 FEET;
THENCE S 29°27'52" W A DISTANCE OF 39.89 FEET;
THENCE S 89°45'34" W A DISTANCE OF 45.48 FEET TO A POINT BEING 10 FEET NORTH OF THE NORTHERLY LINE OF A PROPOSED 60'X60' LEASE AREA AND BEING THE POINT OF TERMINATION;

THE SIDELINES OF THE ABOVE DESCRIBED 20' WIDE ACCESS AND UTILITY EASEMENT SHALL BE 10 FEET EACH SIDE OF THE ABOVE DESCRIBED CENTERLINE AND SHALL BE LENGTHENED AND SHORTENED AS NECESSARY TO ENCOMPASS A STRIP OF NO LESS THAN 20' IN WIDTH AT ALL POINTS.

5' WIDE UTILITY EASEMENT NO.2 DESCRIPTION

BEING A 5' WIDE UTILITY EASEMENT AND BEING A PORTION OF LOT 1, FALCON V.F.D. FILING NO.1 RECORDED AT BOOK B4 AT PAGE 125 OF THE EL PASO COUNTY CLERK AND RECORDER'S OFFICE AND SITUATED IN THE SOUTHEAST QUARTER OF SECTION 36, TOWNSHIP 11 SOUTH, RANGE 65 WEST OF THE 6TH P.M. AND LOCATED IN EL PASO COUNTY, COLORADO AND THE CENTERLINE OF SAID UTILITY EASEMENT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCING AT A #5 REBAR AND CAP MARKED "LS 18991" FOR THE SOUTHEAST CORNER OF SAID LOT 1 AND ALSO BEING A POINT ALONG THE WEST RIGHT OF WAY LINE OF NORTH MERIDIAN ROAD;
THENCE N 09°44'39" W A DISTANCE OF 366.65 FEET TO THE CENTERLINE OF SAID UTILITY EASEMENT AND BEING AT AN EXISTING POWER POLE AND BEING THE POINT OF BEGINNING;

THENCE ALONG SAID CENTERLINE S 06°51'54" W A DISTANCE OF 143.37 FEET;
THENCE S 88°56'35" W A DISTANCE OF 146.12 FEET TO A POINT ALONG THE EAST LINE OF A 60'X60' LEASE AREA AND BEING THE POINT OF TERMINATION;

THE SIDELINES OF THE ABOVE DESCRIBED PROPOSED 5' WIDE UTILITY EASEMENT SHALL BE 2.5 FEET EACH SIDE OF THE ABOVE DESCRIBED CENTERLINE AND SHALL BE LENGTHENED AND SHORTENED AS NECESSARY TO ENCOMPASS A STRIP OF NO LESS THAN 5' IN WIDTH AT ALL POINTS.



Site Name: Falcon FS#2
 Site Number: CO-2019

Lessee's Site Number: DNDEN00337B

**EXHIBIT B
 PERMITTED EQUIPMENT**

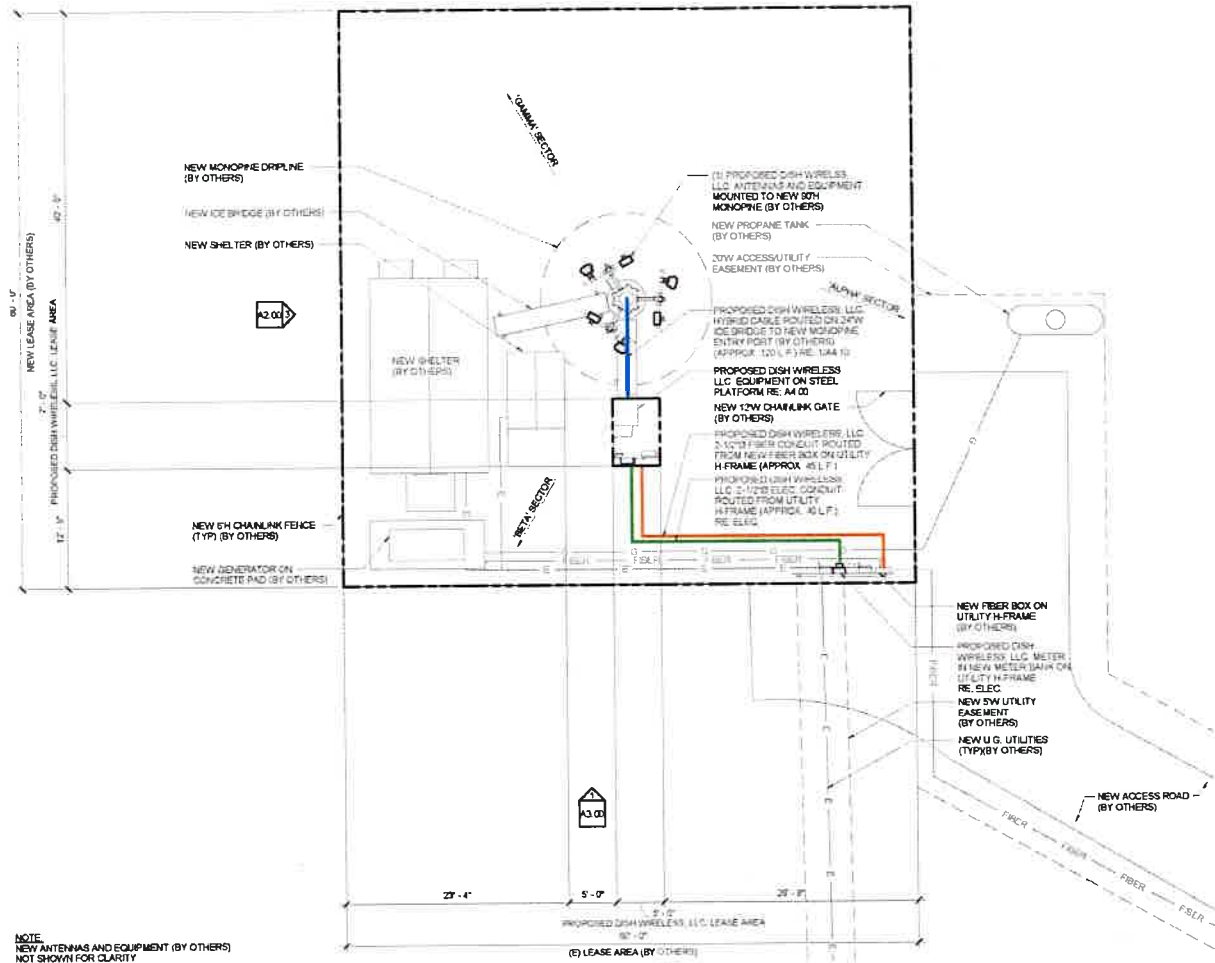
Antenna Model	Sector A	Sector B	Sector C
Rad Ctr Height	70 ft	70 ft	70 ft
Azimuth	20°	120°	240°
Mounting	6.5' T-arms.	6.5' T-arms.	6.5' T-arms.
Antenna Model	MX08FRO665-21	MX08FRO665-21	MX08FRO665-21
Quantity	1	1	1
Manufacturer	JMA Wireless	JMA Wireless	JMA Wireless
Dimensions	72"H x 20"W x 8"D	72"H x 20"W x 8"D	72"H x 20"W x 8"D
Weight	64.5 lbs	64.5 lbs	64.5 lbs
Feedline Vendor/Model	Hybrid Cable		
# of Feedlines	1		
Feedline Size	1 5/8"		
RRH's & TMA's			
Mounting Height	70 ft	70 ft	70 ft
Manufacturer	Fujitsu	Fujitsu	Fujitsu
Model	TA08025-B605	TA08025-B605	TA08025-B605
Quantity	1	1	1
Dimensions	15.75"x 15"x 9.1"	15.75"x 15"x 9.1"	15.75"x 15"x 9.1"
Weight	75 lbs	75 lbs	75 lbs
Mount location	Pipe mounted with antenna	Pipe mounted with antenna	Pipe mounted with antenna
RRH's & TMA's			
Mounting Height	70 ft	70 ft	70 ft
Manufacturer	Fujitsu	Fujitsu	Fujitsu
Model	TA08025-B604	TA08025-B604	TA08025-B604
Quantity	1	1	1
Dimensions	15.75"x 15"x 7.9"	15.75"x 15"x 7.9"	15.75"x 15"x 7.9"
Weight	64 lbs	64 lbs	64 lbs
Mount location	Pipe mounted with antenna	Pipe mounted with antenna	Pipe mounted with antenna
Other Tower mounted Equipment (Distrib boxes, Surge protect, etc.)			
Mounting Height	70 ft		
Equipment Type	Surge Suppressor		
Manufacturer	Raycap		
Model	RDIDC-9181-PF-48		
Quantity	1		
Dimensions	16" x 14" x 8"		
Weight	21.85 lbs		
Mount location	Mounted to stand-off		
Ground Mounted Equipment:			
	Total ground space:	35 square feet	
	Sublease Dimensions:	5 ft. by 7 ft.	
	Platform Dimensions:	5 ft by 7 ft.	
	Tenant installing Generator:	NO	
	Type of Generator:	N/A	
	Fuel Source:	N/A	
Frequencies:			
	Band	Receive Frequencies (mhz)	Transmit Frequencies (mhz)
	600	688 - 698	642 - 652
	1900	1915 - 1920	1995 - 2020, 2180 - 2200
	700	722 - 728	722 - 728



Site Name: Falcon FS#2
Site Number: CO-2019

Lessee's Site Number: DNDEN00337B

EXHIBIT C
SITE DRAWING OF THE PREMISES



NOTE:
NEW ANTENNAS AND EQUIPMENT (BY OTHERS)
NOT SHOWN FOR CLARITY



Site Name: Falcon FS#2
 Site Number: CO-2019

Lessee's Site Number: DNDEN00337B

**EXHIBIT D
 INSURANCE REQUIREMENTS**

1. LESSEE REQUIREMENTS

Lessee shall provide to Lessor, prior to the installation of the Permitted Equipment, certificates of insurance evidencing the required coverage for the Site, with a thirty (30) day notice to Lessor requirement for cancellation of coverage. Each certificate must be Site specific and include Lessor as an "additional insured" on each policy, except workers' compensation and property insurance policies. Lessee will cause each insurance policy it obtains to provide that the insurance company waives all right of recovery by way of subrogation against Lessor in connection with any damage covered it. All insurance shall be maintained during the term of the applicable Lease in companies legally qualified to transact business in the state where the applicable Site is located, in companies with an AM Best Rate of A-: VII or greater. The property insurance coverage may be maintained pursuant to master policies of insurance covering the specific Site, but coverage shall not be reduced at the Site by activities at Lessee's other property.

(a) Property: Lessee shall insure the Permitted Equipment against all loss or damage, in an amount no less than full replacement value. Lessor shall not provide any such insurance, and assumes no responsibility for damage occurring to Lessee's Permitted Equipment, or that of Lessee's contractor's and/or subcontractor's, including business interruption.

(b) Business Automobile Liability: Lessee shall obtain and maintain Bodily Injury and Property Damage Liability insurance on all owned, hired and non-owned vehicles with minimum limits of \$1,000,000.00.

(c) Commercial General Liability: Lessee shall obtain and maintain bodily injury liability, property damage liability, products and completed operations liability, broad form property damage liability and personal injury liability coverage in the following amounts:

General Aggregate Limit	\$2,000,000.00
Products & Completed Operations Limit	\$2,000,000.00
Personal Injury & Advertising Injury Limit	\$1,000,000.00
Each Occurrence Limit	\$1,000,000.00
Damage to Rented Premises	\$1,000,000.00

(d) Workers' Compensation:

Employer's Liability	Statutory
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2. LESSEE'S CONTRACTORS AND SUBCONTRACTORS

Lessee shall require its contractor and subcontractors to carry, in addition to the above, umbrella/excess liability insurance with minimum limits according to the following:

(a) General Site Maintenance: Contractors performing general Site maintenance, defined as: (a) grounds and vegetation maintenance and installation not requiring heavy equipment, or (b) minor repairs and installations to existing facilities (locks, plumbing, fencing, air conditioning, etc.):

Each occurrence limit	\$1,000,000.00
General aggregate limit	\$1,000,000.00

(b) Site Work: Contractors working on the Site (other than general Site maintenance), but not on the tower:

Each occurrence limit	\$3,000,000.00
General aggregate limit	\$3,000,000.00

(c) Tower Climbers: Work at a Site in any capacity that requires climbing the tower:

Each occurrence limit	\$5,000,000.00
General aggregate limit	\$5,000,000.00

A current certificate evidencing these insurance coverages and including Lessor as an additional insured shall be provided to Lessor prior to the initiation of any work by any contractor or subcontractor of Lessee at the Site.



Site Name: Falcon FS#2
Site Number: CO-2019

Lessee's Site Number: DNDEN00337B

EXHIBIT E
PRIME AGREEMENT

[A redacted copy of the Prime Agreement follows]

LAND LEASE AGREEMENT

This Land Lease Agreement ("Agreement") entered into as of the date set forth on the signature page hereof, by and between Falcon Fire Protection District, a quasi-municipal corporation and political subdivision of the State of Colorado ("Owner"), and Fidelity Towers Inc., a Nevada corporation ("Tenant"), provides for the granting and leasing of certain property interests on the following terms:

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

1. **PROPERTY.** Subject to the terms and conditions as provided herein, the property interests hereby leased and granted by Owner ("Premises") shall include the following:
 1. Real property comprised of approximately 60 ft. by 60 ft. (3,600) square feet of land
 2. Non-exclusive easement required to run utility lines and cables
 3. Non-exclusive easement across Owner's Property (hereinafter defined) for access, which easement shall be no more than twenty feet (20') in width ten feet (10') on either side of a described centerline

IN OR UPON THE Owner's real property ("Owner's Property") located at 14450 N. Meridian Road, Elbert, CO 80106 in El Paso County, State of Colorado, which Owner's Property is otherwise identified as Parcel # 5100000281, and more particularly described on Exhibit "A" and the Premises which is described on Exhibit "B" both exhibits of which are attached hereto and incorporated herein by this reference as if fully set forth.

2. **OPTION.** In consideration of the sum of _____ the "Option Money"), to be paid by Tenant to Owner within thirty (30) days of Tenant's execution of this Agreement, Owner hereby grants to Tenant the exclusive right and option (the "Option") to lease the Premises in accordance with the terms and conditions set forth herein. Owner shall provide Tenant with a W-9 form setting forth the Owner's tax identification number.

OPTION PERIOD. The Option may be exercised at any time within twelve (12) months of the execution of this Agreement by all parties (the "Option Period"). Upon Tenant's written notice to Owner prior to expiration of the Option Period, the Option Period may be further extended for an additional Twelve (12) months with an additional payment of _____ by Tenant to Owner for the extension of the Option Period. The Option Period may be further extended by mutual written agreement of the parties, upon such terms as the parties may agree. If Tenant fails to exercise the Option within the Option Period as it may be extended as provided herein, the Option shall terminate, all rights and privileges granted hereunder shall be deemed surrendered, Owner shall retain all money paid for the Option, and no additional money shall be payable from either party to the other. Tenant shall not commence construction of the Communication Facility (as defined herein) prior to exercising the Option. During the Option Period, Tenant may conduct Tests (as defined in Section 5(c) below) on the Owner's Property.

CHANGES IN PROPERTY DURING THE OPTION PERIOD. If during the Option Period or any extension thereof, or during the term of this Agreement if the Option is exercised, Owner decides to sell, subdivide, or change the status of the zoning of the Premises or Owner's Property, Owner shall notify Tenant in writing within a reasonable period of time. Any sale of Owner's Property shall be subject to Tenant's rights under this Agreement. Owner agrees that during the Option Period or any extension thereof, or during the term of this Agreement if the Option is exercised, Owner shall not initiate or consent to any change in the zoning of Owner's Property or consent to any other restriction that would prevent or limit Tenant from using the Premises for the uses set forth in this Agreement. Owner shall have no responsibility to oppose, but Tenant may oppose (at Tenant's sole cost), any change in zoning or other restriction that would prevent or limit Tenant from using the Premises for the uses set forth in this Agreement.

3. **TERM.** The term of this Agreement shall be five (5) years commencing on the date ("Commencement Date") specified in Tenant's written notice to Owner that Tenant is exercising the Option and terminating on the fifth annual anniversary of the Commencement Date (the "Term"), unless otherwise terminated as provided in Section 13. In no event will the Commencement Date be any later than the date that Tenant begins construction of the

Communications Facility (as such term is defined in Section 5 below). Tenant shall have the right to extend the Term for nine (9) successive five (5) year periods (each a "Renewal Term" and collectively the "Renewal Terms") on the same terms and conditions as set forth herein. This Agreement shall automatically be extended for each successive Renewal Term unless Tenant notifies Owner, in writing, of its intention not to renew prior to commencement of the succeeding Renewal Term. Termination or expiration of the Term of this Agreement, or Tenant's failure to exercise the Option within the Option Period, including any extensions of the Option Period, also shall terminate the access and utility easements granted by this Agreement.

4. **RENT.** (a) Tenant shall pay to Owner an annual lease fee of _____ ("Rent") in monthly payments of _____ commencing on the Commencement Date and on the first day of each month thereafter. If the obligations to pay Rent commences or ends on a day other than the first day of the month, then the Rent shall be prorated for that month. The Rent shall increase by _____ with each _____. The first Rent payment shall be delivered within ten (10) business days of the Commencement Date.
5. **USE.** (a) Subject to the terms and conditions of this Agreement and only after the Option to lease the Premises is exercised, Tenant may use the Premises for the purpose of constructing, installing, removing, replacing, maintaining and operating a communications facility subject to such modifications and alterations as required by Tenant (collectively, the "Communications Facility"), provided that Tenant shall not be required to occupy the Premises. The Communications Facility may include, without limitation, a tower, antenna arrays, dishes, cables, wires, temporary cell sites, equipment shelters and buildings, electronics equipment, generators, propane tanks and other accessories. Owner shall allow Tenant access to the Premises twenty-four (24) hours a day, seven (7) days a week, year-round. Tenant shall construct a fence around the Premises subject to applicable zoning and building permit requirements. Tenant agrees to comply with all applicable governmental laws, rules, statutes and regulations, relating to its operation, construction and use of the Communications Facility on the Premises. Tenant shall be responsible for maintaining any access road to the Premises. Tenant shall have the right to temporarily park vehicles on Owner's Property within fifty (50) feet of and immediately adjacent to the Premises when Tenant is constructing, removing, replacing, and/or servicing its Communications Facility.
- (b) The Communications Facility and all modifications, repairs and maintenance shall be constructed, to industry standards and in a workmanlike manner, in accordance with this Agreement.
- (c) The new Communications Facility access driveway, including drainage culverts, shall be constructed at the same time the Communications Facility is constructed.
- (i) Tenant affirmatively states it understands Owner's Property is used for emergency fire protection and emergency response services;
- (ii) Owner requires unobstructed emergency vehicle access to its facilities at all times;
- (iii) Owner's driveway and parking lot must be maintained in good working condition.
- (iv) Tenant shall improve Owner's driveway from Meridian Road to the Communications Facility access driveway with a hard surface material no less than twenty-four feet (24') wide, as shown on the diagram attached as Exhibit C.
- (v) Tenant shall widen Owner's driveway entrance off of Meridian Road for vehicles turning off of and on to Meridian Road.
- (vi) Owner's driveway shall be constructed with a hard surface material to control site erosion.
- (vii) Tenant shall install four (4) bollards around Owner's wellhead, as shown on Exhibit C, to protect the wellhead from damage.
- (viii) At the completion of any Tenant construction or maintenance activity, Tenant shall restore any disturbed areas of Owner's Property to its original state, to prevent erosion and as practicable. Reseeding matting shall be used where appropriate and all restoration areas shall be warrantied for a period of one (1) year.
- (ix) Any damage by Tenant or its contractors to Owner's Property will be promptly repaired by Tenant. If Tenant does not repair damaged area(s) within five (5) business days' notice from Owner, Owner is authorized to make repairs and charge such repairs to Tenant.
- (d) Tenant shall make proper arrangements for receiving, handling, storage and installation of its equipment and other personal property. Owner shall not be liable for any loss, damage or injury to properties of any kind that are shipped or otherwise delivered to or stored in or on the Premises or Owner's Property, except to

the extent caused by the gross negligence or willful misconduct of Owner, its employees, agents, or contractors. Owner shall assume no responsibility for losses suffered by Tenant, its agents, employees or invitees, which are occasioned by theft except to the extent such loss, damage or injury is caused by the willful misconduct of Owner, its employees or agents, and Owner shall have no duty to provide security.

(e) Owner shall timely pay all real property taxes and assessments, if any, against the Owner's Property, subject to Owner's right to challenge any such taxes or assessments. Tenant shall pay all real property taxes and assessments, directly or via reimbursement to Owner, attributed to the Premises and any of the improvements thereon within thirty (30) days of receipt from Owner of a copy of said tax bill evidencing the same. Tenant shall pay all personal property taxes attributed to the Premises and any improvements thereon.

(f) During the Option Period, Tenant, its agents and contractors, are hereby granted the right, at its sole cost and expense, to enter upon the Premises and conduct such studies as Tenant deems necessary to determine the Premises' suitability for Tenant's intended use. These studies may include surveys, soil tests, environmental evaluations, radio wave propagation measurements, field strength tests, and such other analyses and studies as Tenant deems necessary or desirable (collectively, the "Tests"). Tenant shall not be liable to Owner or any third party on account of any pre-existing defect or condition on or with respect to the Premises, whether or not such defect or condition is disclosed by the Tests.

(g) Throughout the term of this Agreement, Owner shall reasonably cooperate with Tenant and execute all documents required to permit Tenant's intended use of the Premises in compliance with zoning, land use, utility service, and building regulations.

6. **SUBLEASING.** Tenant has the right to sublease all or any portion of the Premises during the Term and Renewal Terms of this Agreement, without Owner's consent, subject to the following conditions (i) the term of the sublease may not extend beyond the Term and any Renewal Terms of this Agreement, and, (ii) all subleases are subject to all the terms, covenants, and conditions of this Agreement.

7. **OWNER IMPROVEMENTS.** Tenant shall construct and install, at Tenant's sole cost and expense, certain improvements within the Premises for the benefit of Owner (collectively the "Owner Improvements"). The Owner Improvements shall consist of a 6 ft. by 8 ft. weatherproof, insulated and climate controlled shed building with its associated foundation (the "Equipment Enclosure"), conduit and wire and a dedicated electric meter to connect the Equipment Enclosure to the nearest power supply, a minimum 12 Kilowatt back-up generator with automatic transfer switch, and the labor to install Owner's antennas and cabling to the Communications Facility. The Owner Improvements will be installed by Tenant within One Hundred Twenty (120) days of the completion of construction of the Communications Facility. Owner shall have access to the Communication Facility and its Equipment Enclosure at any time and Owner may climb the Communication Facility in order to install or maintain its antennas and cabling with notice to Tenant.

8. **ASSIGNMENT.**

(a) Tenant shall have the right to assign or transfer its rights under this Agreement, in whole or in part, to its holding company, or any company that acquires a substantial majority of Tenant's assets, at any time, without Owner's consent. Tenant shall have the right to assign or transfer its rights under this Agreement, in whole or in part, to any other person or business entity only after first receiving written approval or consent of Owner, which consent shall not be unreasonably withheld. If Owner consents to the assignment, Tenant will be relieved of all liability accruing after the date of the assignment after delivery by Tenant of a written confirmation by the assignee that the assignee assumes all of the obligations of Tenant under this Agreement to Owner.

(b) Tenant may assign, pledge, mortgage or otherwise encumber its interest in this Agreement to a third party (a "Leasehold Lender") as security for a loan or other financial obligation only with the written consent of Owner, which consent shall not be unreasonably withheld. The security interest of a Leasehold Lender shall be limited to the personal property and leasehold interest of Tenant and shall be subject to all of the terms and conditions of this Agreement and shall not include any security interest in Owner's Property or the Owner Improvements defined and discussed in Section 7 of this Agreement. The Leasehold Lender may secure its interest in a loan or other financial obligation of Tenant by Tenant's grant of (i) a leasehold mortgage and assignment of rents, leases, contracts, etc. (the "Leasehold Mortgage") encumbering all of Tenant's interest in this Agreement and the

Premises; (ii) a security agreement and other security documents (the "Security Agreements") that will encumber and grant a security interest in all of Tenant's now or hereafter existing tangible or intangible personal property located on, derived from, or utilized in connection with the Premises and the Agreement (collectively the "Personal Property"). Owner shall not be liable, obligated or responsible to a Leasehold Lender as a result of any default by or obligation of Tenant, whether secured by this Lease or otherwise.

(1) **Successors.** Any Leasehold Lender under any note or loan secured by a Leasehold Mortgage or deed of trust lien on Tenant's interest (or any successor's interest to Tenant's interest) who succeeds to such interest by foreclosure, deed in lieu of foreclosure, or otherwise, shall have all of the rights and obligations of Tenant under this Agreement, including the right to exercise any renewal option(s) set forth in this Agreement, and to assign this Agreement pursuant to its terms.

(2) **Curative Rights of Leasehold Lender.** If Tenant defaults on any monetary obligations under this Agreement, Owner shall accept a cure by the Leasehold Lender within thirty (30) days after the date of the default. For non-monetary defaults, Owner will not terminate this Agreement if the Leasehold Lender is diligently pursuing a cure of the default, provided such period of time shall not exceed one hundred twenty (120) days after the date of the default.

(3) **Subordination.** Owner hereby agrees that all right, title and interest of the Owner in and to any collateral encumbered by the Leasehold Mortgage or Security Agreements in favor of Leasehold Lender, is hereby subordinated and made subject, subordinate and inferior to the lien and security interest of the Leasehold Mortgage and Security Agreements, which subordination shall remain in effect for any modifications or extensions of the Leasehold Mortgage and Security Agreements. Notwithstanding anything in this Section or the Agreement to the contrary, Tenant, and any permitted assignees, successors and Leasehold Lenders acknowledge that Owner is a public entity which provides emergency fire, medical, rescue and hazardous materials services and that Owner will (and must continue to) use Tenant's improvements to the Premises for its communications related to the services it provides. Owner's subordination shall remain subject to Owner's right to use a portion of the Premises and to locate Owner's communications equipment on Tenant's improvements, including the Owner Improvements defined and discussed in Section 7.

(4) **Leasehold Lender/Third Party Beneficiary.** Any Leasehold Lender shall be considered a third party beneficiary of the terms and conditions of this Agreement.

9. **UTILITIES.** Tenant shall have the right, at its expense, to install or improve utilities servicing Owner's Property (including, but not limited to, the installation of emergency power generators, power lines and utility poles). Payment for electric service and for telephone or other communication services to the Communications Facility shall be Tenant's responsibility. At no cost or expense to Owner, Owner shall cooperate with Tenant in its efforts to obtain, install and connect the Communications Facility to existing utility service at Tenant's expense. Notwithstanding the foregoing, Tenant shall secure its own metered electrical supply and Owner shall pay directly to the servicing utility all charges for electrical power to its Equipment Enclosure.
10. **REMOVAL OF COMMUNICATIONS FACILITY.** Except for the Owner Improvements defined and discussed in Section 7 of this Agreement, all portions of the Communication Facility will be and remain Tenant's personal property and, at Tenant's option, may be removed by Tenant at any time during the Term or any Renewal Term. Owner covenants and agrees that, except for the Owner Improvements defined and discussed in Section 7 of this Agreement, no part of the Communication Facility constructed, erected or placed on the Premises by Tenant will become, or be considered as being affixed to or a part of, Owner's Property, it being the specific intention of the Owner that all improvements of every kind and nature constructed, erected or placed by Tenant on the Premises, except for the Owner Improvements defined and discussed in Section 7 of this Agreement, will be and remain the property of the Tenant and may be removed by Tenant at any time during the Term or any Renewal Term. Within ninety (90) days of expiration or termination of the Lease, Tenant shall remove all Tenant's above ground improvements & property from the Premises, and shall restore the Premises to the condition it was in at the Commencement Date, except that Tenant shall either leave the Communication Facility, if any, constructed on the Premises and the Owner Improvements defined and discussed in Section 7 of this Agreement in place, or restore the tower currently in use by Owner and re-connect the Owner's existing, or any replacement, antennas and cabling to that tower. If Tenant elects to vacate the Premises and terminate the Agreement but elects to leave the

Communication Facility standing on the Premises, then the Communication Facility shall become the property of Owner to use or dismantle immediately upon Tenant vacation.

11. **MAINTENANCE.** Tenant will maintain the Premises in good condition and state of repair.
12. **INSURANCE.** Tenant shall maintain commercial general liability insurance insuring Tenant against liability for personal injury, death or damage to personal property arising out of use of the Premises by Tenant, with combined single limits of not less than One Million Dollars (\$1,000,000). Tenant shall include Owner as an additional insured on Tenant's commercial general liability insurance policy.
13. **TERMINATION.** This Agreement may be terminated by Tenant immediately upon giving written notice to Owner, if (a) Tenant cannot obtain all governmental certificates, permits, leases or other approvals (collectively, "Approvals") required and/or any easements required from any third party, or (b) any Approval is canceled, terminated, expired or lapsed, or (c) Owner fails to deliver any required non-disturbance agreement or subordination agreement, or (d) Owner breaches a representation or warranty contained in this Agreement and such breach is not cured within thirty (30) days of written notice from Tenant to Owner, or (e) Owner fails to have proper ownership of the Owner's Property and/or authority to enter into this Agreement, or (f) Tenant determines that Owner's Property contains substances of the type described in Section 15 of this Agreement and such substances were not the result of Tenant's use of the Property, or (g) The Premises has no sublease revenue for a period of ninety (90) days or more. Termination of this Agreement also shall terminate any easement granted by this Agreement.
14. **INDEMNITY.** To the extent permitted by law, Owner and Tenant hereby agree to indemnify and defend each other against, and holds harmless each other from, any and all costs (including reasonable attorney's fees and expenses) and claims, actions, damages, obligations, liabilities and liens which arise out of (a) the breach of this Agreement by the indemnifying party; and (b) the use and/or occupancy of the Premises, or the balance of the Owner's Property, by such indemnifying party. This indemnity shall not apply to any claims, actions, damages, obligations, liabilities and liens arising from any negligent or intentional misconduct of the indemnified party. These provisions of the Agreement relating to indemnification shall survive any termination or expiration of this Agreement. Owner is relying on and does not waive or intend to waive by any provision of this Agreement, the monetary limitations or any other rights, immunities, defenses and protections provided by the Colorado Governmental Immunity Act § 24-10-101 et seq., C.R.S., or otherwise available to Owner or its officers or employees.
15. **HAZARDOUS SUBSTANCES.** Owner represents that to the best of its knowledge there is no substance, chemical, or waste on the Owner's Property that is identified as hazardous, toxic or dangerous in any applicable federal, state or local law or regulation. Owner shall hold Tenant harmless from and indemnify Tenant against any damage, loss, expense, response costs, or liability, including consultant fees and attorneys' fees resulting from the presence of hazardous substances on, under or around the Owner's Property or resulting from hazardous substances being generated, stored, disposed of, or transported to, on, under, or around the Owner's Property as long as the hazardous substances were not generated, stored, disposed of, or transported by Tenant or its employees, agents or contractors. Owner and Tenant agree that each will be responsible for their respective compliance with any and all environmental and industrial hygiene laws, including any applicable regulations, guidelines, or standards. Owner and Tenant shall hold each other harmless from and indemnify and defend each other against any damage, loss, expense, response costs, or liability, including reasonable consultant fees and attorneys' fees resulting from the indemnifying party's failure to comply with any environmental or industrial hygiene law that may now or hereafter be in effect.
16. **CASUALTY/CONDEMNATION.**
 - (a) If any portion of the Owner's Property or Communication Facility is damaged by any casualty and such damage adversely affects Tenant's use of the property, or if a condemning authority takes any portion of the Owner's Property and such taking adversely affects Tenant's use of the Owner's Property, this Agreement shall terminate as of the date of casualty or the date the title vests in the condemning authority, as the case may be if Tenant gives written notice of the same within thirty (30) days after Tenant receives notice of such casualty or taking. The parties shall be entitled to make claims in any condemnation proceeding for value of their respective interests in the Property (which for Tenant may include, where applicable, the value of the Communications Facility, moving

expenses, prepaid Rents, and business dislocation expenses). Sale of all or part of the Owner's Property including the Premises 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.

(b) Notwithstanding anything in this Agreement to the contrary, in the event of any casualty to or condemnation of the Premises or any portion thereof during such time as any Leasehold Mortgage shall remain unsatisfied, the Leasehold Lender shall be entitled to receive all insurance proceeds and/or condemnation awards applicable to the Communications Facility and/or the Premises (up to the amount of the indebtedness secured by the Leasehold Mortgage) otherwise payable to Tenant. The Leasehold Lender shall have the right, but not the obligation, to restore the Communications Facility using insurance proceeds and/or condemnation awards applicable to the Premises. However, the Leasehold Lender shall have an obligation to either: (a) restore the Premises and the Owner Improvements, as defined and discussed in Section 7 of this Agreement; or (b) restore the Premises to the condition it was in at the Commencement Date and restore the tower currently in use by Owner and re-connect the Owner's and Falcon School District's existing, or any replacement, antennas and cabling to that tower, as discussed in Section 10 of this Agreement.

17. **LIEN RIGHTS.** Tenant will not cause any mechanic's, materialman's or other liens to be placed on the Premises or the Owner's Property, and Tenant agrees to indemnify and hold harmless Owner from any such lien from a party claiming such by, through or under Tenant.
18. **QUIET ENJOYMENT.** Tenant, upon payment of the Rent, shall peaceably and quietly have, hold and enjoy the Premises. If, as of the date of execution of this Agreement or hereafter, there is any mortgage, or other encumbrance affecting Owner's Property, then Owner agrees to use its best efforts to obtain from the holder of such encumbrance a Non-Disturbance and Attornment Agreement that Tenant shall not be disturbed in its possession, use, and enjoyment of the Premises, provided Tenant is not in default of the Agreement. Owner shall not cause or permit any use of Owner's Property that interferes with or impairs the quality of the communication services being rendered by Tenant from the Premises, except that Owner shall be entitled to operate such communications facilities and equipment on Owner's Property as Owner deems necessary to conduct its operations as a fire protection district, and Tenant shall not cause or permit the use of any communications services on the Premises that interfere with Owner's communications facilities and equipment. Owner shall not grant any other person or entity the right to operate a wireless communication facility on Owner's Property without the express written consent of Tenant, which consent shall not be unreasonably withheld. Except in cases of emergency threatening life and/or personal property, Owner shall not have access to the Premises unless accompanied by Tenant personnel except in cases of emergency threatening life and/or personal property.
19. **DEFAULT.** Except as expressly limited herein, Owner and Tenant shall each have such remedies for the default of the other party hereto, as may be provided at law or equity and including the right to terminate this Agreement, following written notice of such default described in reasonable detail with a demand to cure and failure to cure the same within thirty (30) days. For non-monetary defaults, Owner will not terminate this Agreement for so long as Tenant is diligently pursuing a cure of the default provided such period of time shall not exceed one hundred twenty (120) days from receipt by Tenant of notice and demand to cure. If there is a Leasehold Lender, Owner shall have no obligation to provide the Leasehold Lender with notice of any default and demand to cure; instead it shall be the obligation of Tenant to promptly provide the Leasehold Lender with a copy of any written notice of default and demand to cure.
20. **ESTOPPEL CERTIFICATES.** Owner shall from time to time, within ten (10) days after receipt of request by Tenant, deliver a written statement addressed to Tenant or any Leasehold Lender certifying:
 - (a) that this Agreement is unmodified and in full force and effect (or if modified that this Agreement as so modified is in full force and effect);
 - (b) that the agreement attached to the certificate is a true and correct copy of this Agreement, and all amendments hereto;
 - (c) that to the knowledge of Owner, Tenant has not previously assigned or hypothecated its rights or interests under this Agreement.

- (d) the term of this Agreement and the Rent then in effect and any additional charges;
- (e) the date through which Tenant has paid the Rent;
- (f) that Tenant is not in default under any provision of this Agreement (or if in default, the nature thereof in detail) and a statement as to any outstanding obligations on the part of Tenant and Owner; and
- (g) such other matters as are reasonably requested by Tenant.

21. **SEVERABILITY.** If any section, subsection, term or provision of this Agreement or the application thereof to any party or circumstance will, to any extent, be invalid or unenforceable, the remainder of the section, subsection, term or provision of the Agreement or the application of same to parties or circumstances other than those to which it was held invalid or unenforceable, will not be affected thereby and each remaining section, subsection, term or provision of this Agreement will be valid or enforceable to the fullest extent permitted by law.

22. **INTERPRETATION.** Each party to this Agreement and its counsel have reviewed and had the option to revise this Agreement. The normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party will not be employed in the interpretation of this Agreement or of any amendments or exhibits to this Agreement.

23. **MISCELLANEOUS**

(a) Owner represents and warrants that Owner has full authority to enter into and sign this Agreement and has fee simple title to the Owner's Property. The person executing on behalf of Owner represents that such person has the authority to execute this Agreement on behalf of Owner.

(b) Tenant warrants and represents that it is duly authorized to do business in the state in which the Premises is located and that the undersigned is fully authorized by Tenant to enter into this Agreement on behalf of Tenant.

(c) This Agreement supersedes all prior discussions and negotiations and contains all agreements and understandings between the Owner and Tenant. This Agreement may only be amended in writing and signed by both parties.

(d) The waiver by any party of a breach of any provision of this Agreement will not operate or be construed as a waiver of any subsequent breach of that provision by the same party, or of any other provision or condition of the Agreement.

(e) The headings of sections and subsections are for convenient reference only and will not be deemed to limit, construe, affect, modify or alter the meaning of the sections or subsections.

(f) Time is of the essence of Owner's and Tenant's obligations under this Agreement.

(g) The parties may sign this Agreement in counterparts hereto.

(h) The terms and conditions of this Agreement shall extend to and bind the heirs, personal representatives, successors and permitted assigns of Owner and Tenant.

(i) The prevailing party in any action or proceeding in court to enforce the terms of this Agreement shall be entitled to receive its reasonable attorneys' fees and other reasonable enforcement costs and expenses from the non-prevailing party.

(j) Owner shall execute and acknowledge and deliver to Tenant for recording a Memorandum of this Agreement ("Memorandum") upon Tenant's reasonable request to properly memorialize and give notice of this Agreement in the public records. Tenant will record such Memorandum at Tenant's sole cost and expense.

(k) Rent payments and notices, requests, and other communication shall be in writing and sent by United States Mail, postage prepaid, certified or registered with return receipt requested or by any nationally recognized overnight courier service to the address set forth below. Any such notice shall be deemed given when deposited in the United States Mail or delivered to such courier service. Notices shall be sent to:

For Tenant:	Fidelity Towers Inc. 7539 E. Stroh Road Parker, CO 80134
For Owner:	Falcon Fire Protection District Attn: Fire Chief 7030 Old Meridian Road Falcon, CO 80831

The above addresses may be changed at any time by giving prior written notice as above provided.

(l) This Agreement shall be construed in accordance with the laws of the state in which the Premises is located.

(m) Owner and Tenant each represent that a real estate broker or other agent in this transaction has not represented them. Each party shall indemnify and hold harmless the other from any claims for commission, fee or other payment by such broker or any other agent claiming to have represented a party herein.

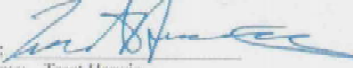
(n) Except as otherwise provided herein, Owner agrees to pay when due all taxes, charges, judgments, liens, claims, assessments, and/or other charges outstanding which are levied upon Owner or the Owner's Property and which are or in the future could become liens upon the Owner's Property, in whole or in any part (individually or collectively, "Liens"). Upon failure of the Owner to pay the Liens when due as provided above, Tenant at its option and upon thirty (30) days prior written notice to Owner, may pay said Liens. Tenant shall have the right to setoff and offset any sum so paid by Tenant and any and all costs, expenses and fees (including reasonable attorney's fees) incurred in effecting said payment, against Rents or against any other charges payable by Tenant to Owner under the terms of this Agreement. In the event that Tenant elects not to set off or offset the amounts paid by Tenant against Rents or in the event that the amounts paid by Tenant exceed the Rents payable to Owner for the then term of the Agreement, Owner shall reimburse Tenant for all amounts paid by Tenant (or not offset) immediately upon demand. Any forbearance by Tenant in exercising any right or remedy provided in this Section or otherwise afforded by law shall not be deemed a waiver of or preclude the later exercise of said right or remedy.

(o) Neither Tenant nor Owner shall disclose the financial terms of this Agreement to third parties without the express written consent of the non-disclosing party.

IN WITNESS WHEREOF, the parties hereto bind themselves to this Agreement effective as of the 12th day of July, 2021.

Signature Pages to Follow

OWNER: Falcon Fire Protection District

By: 

Name: Trent Harwig
Its: District Fire Chief

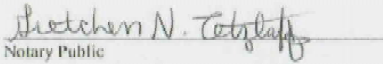
Date: 7/12/2021

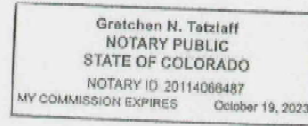
STATE OF COLORADO
COUNTY OF EL PASO

ss.

The foregoing instrument was acknowledged before me this 12th day of July, 2021, by Trent Harwig, as Fire Chief, Falcon Fire Protection District.

Witness my hand and official seal.
My commission expires: Oct. 19, 2023


Notary Public



TENANT: Fidelity Towers Inc.

By: *ROL*
Name: Neil Wisner
Its: President
Date: 7-9-2021

STATE OF _____
COUNTY OF _____

ss.

The foregoing instrument was acknowledged before me this _____ day of _____, 2021, by Neil Wisner, as President, Fidelity Towers Inc.

Witness my hand and official seal.
My commission expires: _____

Notary Public

Notary Block Follows

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of San Luis Obispo) ss.
)

On 07/09/2021 before me,
Sharon Laraine Bauske

Notary Public personally appeared Neil Wiser

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

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct. WITNESS my hand and official seal.

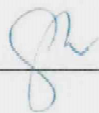
SIGNATURE 



EXHIBIT "A" TO LAND LEASE AGREEMENT

OWNER'S PROPERTY

Lot 1
Falcon Volunteer Fire Department Filing No. 1
El Paso County
Colorado
Recorded at Book B4, Page 125

EXHIBIT "B" TO LAND LEASE AGREEMENT

PREMISES

PROPOSED 60'X60' LEASE AREA DESCRIPTION

BEING A PROPOSED 60'X60' LEASE AREA AND BEING A PORTION OF LOT 1, FALCON V.F.D. FILING NO.1 RECORDED AT BOOK B4 AT PAGE 125 OF THE EL PASO COUNTY CLERK AND RECORDER'S OFFICE AND SITUATED IN THE SOUTHEAST QUARTER OF SECTION 36, TOWNSHIP 11 SOUTH, RANGE 65 WEST OF THE 6TH P.M. AND LOCATED IN EL PASO COUNTY, COLORADO AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCING AT A #5 REBAR AND CAP MARKED "LS 18991" FOR THE SOUTHEAST CORNER OF SAID LOT 1 AND ALSO BEING A POINT ALONG THE WEST RIGHT OF WAY LINE OF NORTH MERIDIAN ROAD; THENCE N 53°32'10" W A DISTANCE OF 279.87 FEET TO THE SOUTHEAST CORNER OF SAID PROPOSED LEASE AREA AND BEING THE POINT OF BEGINNING;

THENCE S 89°45'34" W A DISTANCE OF 60.00 FEET;
THENCE N 00°14'26" W A DISTANCE OF 60.00 FEET;
THENCE N 89°43'34" E A DISTANCE OF 60.00 FEET;
THENCE S 00°14'26" E A DISTANCE OF 60.00 FEET TO THE POINT OF BEGINNING.

PROPOSED 20' WIDE ACCESS & UTILITY EASEMENT DESCRIPTION

BEING A PROPOSED 20' WIDE ACCESS AND UTILITY EASEMENT AND BEING A PORTION OF LOT 1, FALCON V.F.D. FILING NO.1 RECORDED AT BOOK B4 AT PAGE 125 OF THE EL PASO COUNTY CLERK AND RECORDER'S OFFICE AND SITUATED IN THE SOUTHEAST QUARTER OF SECTION 36, TOWNSHIP 11 SOUTH, RANGE 65 WEST OF THE 6TH P.M. AND LOCATED IN EL PASO COUNTY, COLORADO AND THE CENTERLINE OF SAID ACCESS AND UTILITY EASEMENT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCING AT A #5 REBAR AND CAP MARKED "LS 18991" FOR THE SOUTHEAST CORNER OF SAID LOT 1 AND ALSO BEING A POINT ALONG THE WEST RIGHT OF WAY LINE OF NORTH MERIDIAN ROAD; THENCE ALONG SAID WEST RIGHT OF WAY LINE N 00°14'26" W A DISTANCE OF 444.51 FEET TO THE CENTERLINE OF SAID ACCESS EASEMENT AT AN EXISTING DRIVEWAY TO THE FALCON FIRE STATION NO.2 AND BEING THE POINT OF BEGINNING;

THENCE ALONG SAID CENTERLINE S 83°30'16" W A DISTANCE OF 143.31 FEET;
THENCE S 41°56'38" W A DISTANCE OF 72.70 FEET;
THENCE S 01°27'37" E A DISTANCE OF 103.12 FEET;
THENCE S 29°27'52" W A DISTANCE OF 39.89 FEET;
THENCE S 89°45'34" W A DISTANCE OF 45.48 FEET TO A POINT BEING 10 FEET NORTH OF THE NORTHERLY LINE OF A PROPOSED 60'X60' LEASE AREA AND BEING THE POINT OF TERMINATION;

THE SIDELINES OF THE ABOVE DESCRIBED PROPOSED 20' WIDE ACCESS AND UTILITY EASEMENT SHALL BE 10 FEET EACH SIDE OF THE ABOVE DESCRIBED CENTERLINE AND SHALL BE LENGTHENED AND SHORTENED AS NECESSARY TO ENCOMPASS A STRIP OF NO LESS THAN 20' IN WIDTH AT ALL POINTS.

PROPOSED 5' WIDE UTILITY EASEMENT NO.2 DESCRIPTION

BEING A PROPOSED 5' WIDE UTILITY EASEMENT AND BEING A PORTION OF LOT 1, FALCON V.F.D. FILING NO.1 RECORDED AT BOOK B4 AT PAGE 125 OF THE EL PASO COUNTY CLERK AND RECORDER'S OFFICE AND SITUATED IN THE SOUTHEAST QUARTER OF SECTION 36, TOWNSHIP 11 SOUTH, RANGE 65

WEST OF THE 6TH P.M. AND LOCATED IN EL PASO COUNTY, COLORADO AND THE CENTERLINE OF SAID UTILITY EASEMENT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCING AT A #5 REBAR AND CAP MARKED "LS 18991" FOR THE SOUTHEAST CORNER OF SAID LOT 1 AND ALSO BEING A POINT ALONG THE WEST RIGHT OF WAY LINE OF NORTH MERIDIAN ROAD; THENCE N 09°44'39" W A DISTANCE OF 366.65 FEET TO THE CENTERLINE OF SAID UTILITY EASEMENT AND BEING AT AN EXISTING POWER POLE AND BEING THE POINT OF BEGINNING;

THENCE ALONG SAID CENTERLINE S 06°51'54" W A DISTANCE OF 143.37 FEET;
THENCE S 88°56'35" W A DISTANCE OF 146.12 FEET TO A POINT ALONG THE EAST LINE OF A PROPOSED 60'X60' LEASE AREA AND BEING THE POINT OF TERMINATION;

THE SIDELINES OF THE ABOVE DESCRIBED PROPOSED 5' WIDE UTILITY EASEMENT SHALL BE 2.5 FEET EACH SIDE OF THE ABOVE DESCRIBED CENTERLINE AND SHALL BE LENGTHENED AND SHORTENED AS NECESSARY TO ENCOMPASS A STRIP OF NO LESS THAN 5' IN WIDTH AT ALL POINTS.

EXHIBIT "C" TO LAND LEASE AGREEMENT
DIAGRAM DEPICTING OWNER'S PROPERTY AND PREMISES
ATTACHED

