Prepared by and Return to:

American Tower 10 Presidential Way Woburn, MA 01801

Attn: Land Management/Sara Puffer White, Esq.

ATC Site #302418

ATC Site Name: Monument, CO Assessor Parcel #71000-00-225

Prior Recorded Lease Reference Book 6652, Page 745/Inst #099162757

AMENDED MEMORANDUM OF LEASE

This AMENDED MEMORANDUM OF LEASE ("Memorandum") is entered into on the day of <u>JAN</u>, by and between Interstate 25 Properties, Ltd., a Colorado limited partnership (hereinafter referred to as "Lessor"), and SpectraSite Communications, LLC, a Delaware limited liability company (hereinafter referred to as "Lessee").

NOTICE is hereby given of the following described Lease as amended, for the purpose of recording and giving notice of the existence of said Lease. To the extent that notice of such Lease has previously been recorded, then this Memorandum shall constitute a restatement and amendment of any such prior recorded notices.

- 1. <u>Lease:</u> Communications Site Lease, between Lessor and OneComm Corporation, N.A., a Delaware corporation, d/b/a Nextel Communications, predecessor in interest to Lessee, entered into on April 17, 2003, as amended (the "Lease")
- 2. **Extended Terms**: Lessee has the option to further extend the term of the Lease for each of Two (2) successive Five (5) year terms.
- 3. Final Expiration Date, if all Extended Terms are exercised: November 30, 2024;
- 4. Leased Premises: As described in Exhibit "A," attached hereto, together with any access and utility easements. Exhibit A may be replaced by an as-built survey at Lessee's option depicting the Leased Premises, access and utilities easements and if applicable, guy wire and guy anchor easements.

- 5. **Incorporation:** The terms and conditions of the Lease, as amended, are hereby incorporated into this Memorandum.
- 6. Effect: This Memorandum is not a complete summary of the terms and conditions contained in the Lease. Provisions in the Memorandum should not be used in interpreting the Lease provisions. In the event of a conflict between this Memorandum and the Lease, the Lease will control.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Lessor and Lessee have each executed this Memorandum as of the day first above written.

LESSOR:

WITNESSES:

Interstate 25 Properties, Ltd., a Colorado limited partnership

Robert & Ferguer

By:

Signature
Print Name: STUART O. THO

Signature
Print Name: P. D., T.

ACKNOWLEDGMENT

State of Colored County of Fl Pas ()				
County of Fl Paso				
On 1/31/08, before me, Deniel R. Downs				
personally appeared for the first serious 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 that the foregoing paragraph is true and correct.				
Witness my hand and official seal, R DOWNS				
Signature Print Name: NOTARY NOTA				
My commission expires: 3//5//				

LESSEE:

WITNESSES:

SpectraSite Communications, LLC,

By: SpectraSite, LLC, its sole Member and Manager

By: American Tower Corporation, its sole Member and Manager

By: Jason D. Hirsch

Its: Vice President, Land Management

Signature

Print Name: Nor

Signature

Print Name: ICREANCE

LESSEE

ACKNOWLEDGMENT

State of MA County of Middle	0 J 1	<i>[]</i>	
County of Middler			
On $\frac{3/10/08}{}$, before me,	David Plu	tolen	
personally appeared	Jain D. Hu	sch	, who provide to me
on the basis of satisfactory evidence to	be the person(s) whose r	name(s) is/are sub	scribed to the within
instrument and acknowledged to me tha			
capacity(ies), and that by his/her/their s		ment the person(s), or the entity upon
behalf of which the person(s) acted, exe	cuted the instrument.		
I certify under PENALTY OF PERJUR and correct.	Y under the laws of the	State that the fore	egoing paragraph is true
		11111	11111
Witness my hand and official seal.		- "19, MO	DA/6//
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EXHIBIT A

This Exhibit A May be Replaced by an As-Built Survey at Lessee's Option depicting the Leased Premises, Access and Utilities Easements and if applicable, guy wire and guy anchor easements

PARENT PARCEL LEGAL DESCRIPTION

PARENT PARCEL book 5501 page 684

That portion of the West half of the Northwest quarter of Section 2 lying West of Interstate Highway No. 25 and that portion of the West half of the Southwest quarter of Section 2 and of the East half of the Southeast quarter of Section 3 in Township 11 South, Range 67 West of the 6th P.M., all more particularly described as follows:

Beginning at a point on the Westerly line of said Section 2 that is 30 feet south of the Northwest corner of said Section 2; Thence on a line that is parallel to and 30 feet South of the North line of said Section 2, North 89 degrees 12 minutes East, 584.4 feet; Thence South 84 degrees 20 minutes East along the right of way of Interstate Highway No. 25, 132.10 feet; Thence continue on said right of way line South 44 degrees 27 minutes 30 seconds East, 76.8 feet; Thence along said right of way line South 4 degrees 36 minutes East, 500 feet; Thence continuing along said right of way, Southerly, to the South line of the West Half of the Southwest quarter of said Section 2; Thence along said South line, South 89 degrees 41 minutes West, 450.5 feet to the Southwest corner of said section 2; Thence North 2 degrees 30 minutes West, 393.61 feet; Thence North 56 degrees 59 minutes West, 309.7 feet; Thence North 7 degrees 33 minutes East, 193.38 feet; Thence North 29 degrees 5 minutes East, 349.31 feet; Thence North 16 degrees 50 minutes East, 281.11 feet; Thence North 26 degrees 53 minutes East, 502.06 feet; Thence North 4 degrees 58 minutes West, 507.05 feet; Thence North 22 degrees 6 minutes West, 402.85 feet more or less to the Northwest corner of the West half of the Southwest quarter of said Section 2; Thence North along the West line of the Northwest quarter of Section 2 to the point of beginning and excepting those portions deeded to Phillip I. and Rosalind M. Caleb recorded in book 2270 at page 475 and to Vumore-Video Corp. of Colorado, Inc. recorded in Book 2313 at page 409 and to the Town of Monument recorded in book 2997 at page 345 and further excepting any portion lying within the County Road known as Beacon Lite Road, El Paso County, Colorado, containing 67.72 acres more or less.

EXHIBIT A continued

LEASED PREMISES

The location of the Premises (including access easements) within the Property is more particularly described as follows:

A parcel of land located in the Northwest one-quarter of Section 2, Township 11 South, Range 67 West of the Sixth Principal Meridian, County of El Paso, State of Colorado, more particularly described as follows:

Commencing at the Northwest corner of said Section 2, Thence South zero degrees 5 minutes 27 seconds East, a distance of 2,448.14 feet along the West line of said Section 2; Thence South 89 degrees 49 minutes 40 seconds East, a distance of 20.12 feet to the Southwest corner of the Vumore Video of Colorado Springs, Inc. parcel; Thence South 89 degrees 49 minutes 40 seconds East, a distance of 259.03 feet along the South line of the Vumore Video parcel; Thence South zero degrees 10 minutes 20 seconds West, a distance of 99.72 feet along the West line of the Vumore Video parcel; Thence South 89 degrees 49 minutes 40 seconds East a distance of 150 feet along the South line of the Vumore Video parcel; Thence South 11 degrees 45 minutes 18 seconds East, a distance of 78.96 feet to the true point of beginning; Thence South zero degrees 10 minutes 20 seconds West, a distance of 50 feet; Thence North 89 degrees 49 minutes 40 seconds West, a distance of 50 feet; Thence South 89 degrees 49 minutes 40 seconds East a distance of 50 feet; Thence South 89 degrees 49 minutes 40 seconds East a distance of 50 feet to the true point of beginning. The above described parcel contains 2,500 square feet or 0.60 acres, more or less.

ACCESS AND UTILITY EASEMENT LEGAL DESCRIPTION

20 foot Ingress-Egress & Utility easement on the Interstate 25 Properties, Ltd., parcel

An easement, 20 feet in width, over and across a portion of a parcel of land as described by deed recorded in book 5501 at page 685, being a portion of the Northwest and Southwest one quarters of Section 2, and the Southeast one quarter of Section 3, Township 11 South, Range 67 West of the Sixth Principal Meridian, County of El Paso, State of Colorado, being 10 feet on either side of the following described centerline:

Commencing at the Southeast corner of the Vumore Video parcel as described by deed recorded in book 2313 at page 409; Thence North 89 degrees 49 minutes 40 seconds West, a distance of 10.22 feet to a point on the South line of the Vumore Video parcel, said point being the true point of beginning of said centerline; Thence South 11 degrees 45 minutes 18 seconds East, a distance of 78.96 feet to a point on the lease parcel, said point being North 89 degrees 49 minutes 40 seconds West, a distance of 10.22 feet from the Northeast corner of the lease parcel, and the point of terminus of this easement.

EXHIBIT A continued

20 foot Ingress-Egress & Utility easement on the Vumore Video parcel

An easement, 20 feet in width, over and across a portion of a parcel of land as described by deed recorded in book 2313 at page 409, being a portion of the Northwest one-quarter of Section 2. Township 11 South, Range 67 West of the Sixth Principal Meridian, County of El Paso, State of Colorado, being 10 feet on either side of the following described centerline:

Commencing at the Southwest corner of the Vumore Video parcel; Thence North zero degrees 5 minutes 27 seconds West, a distance of 35 feet to a point on the West line of the Vumore Video parcel, said point being the true point of beginning of said centerline; Thence South 89 degrees 49 minutes 40 seconds East, a distance of 80 feet; Thence South 82 degrees 52 minutes 9 seconds East, a distance of 212.8 feet; Thence South 72 degrees 48 minutes 12 seconds East, a distance of 94.73 feet; Thence South 11 degrees 45 minutes 18 seconds East, a distance of 83 feet to the South line of the Vumore video parcel, said point being North 89 degrees 49 minutes 40 seconds West, a distance of 10.22 feet from the Southeast corner of the Vumore Video parcel, and the point of terminus of this easement.