

MEMORANDUM

TO: City Council

CC: Mindy Elliott, Finance Director, Kathleen Carmody, City Clerk

FROM: Peter Brixius, City Manager

DATE: October 14, 2025

SUBJECT: Authorization for Execution of Option Agreement with SBA Communications for the Sand Rocks Site

The purpose of this memorandum is to provide background and recommendation for City Council approval of a Resolution authorizing execution of an Option Agreement, Unanimous Written Consent, and subsequent Perpetual Easement Agreement with SBA Communications for the Sand Rocks cellular communications site originally leased to Nextel in 2005.

SBA Communications has offered a one-time payment of \$330,000 to buy out the remaining term of the existing lease and to convert the property interest to a perpetual easement. Under the Option Agreement, SBA will conduct due diligence including a property survey and title work before finalizing the transaction.

City legal counsel has reviewed the Option Agreement and Unanimous Written Consent documents and found the proposed revisions acceptable. Approval of the attached Resolution will authorize the City Manager to execute the necessary documents and finalize the transaction once all due diligence requirements are satisfied.

This transaction provides the City with a fair and reasonable return for the perpetual communications easement and removes long-term management obligations associated with the existing lease. Proceeds from the sale will be deposited in the City's general fund, subject to standard accounting and audit procedures.

Staff recommends City Council approval of the attached Resolution authorizing execution of the Option Agreement, Unanimous Written Consent, and Perpetual Easement Agreement with SBA Communications.

Peter Brixius

CITY OF CRAIG, COLORADO

RESOLUTION NO. 33 (2025)

A RESOLUTION AUTHORIZING THE EXECUTION OF AN OPTION AGREEMENT, UNANIMOUS WRITTEN CONSENT, AND ALL RELATED DOCUMENTS WITH SBA COMMUNICATIONS FOR THE SAND ROCKS COMMUNICATIONS SITE

WHEREAS, the City of Craig (“City”) entered into a Communications Site Lease Agreement (Ground) with Nextel West Corp. on August 1, 2005, for the purpose of operating a wireless communication facility on a parcel of land located near Sand Rocks, within the City’s jurisdiction (the “Lease”);

WHEREAS, said Lease was subsequently assigned to SBA Communications Corporation (SBA) through its subsidiary, SBA Monarch Towers I, LLC, as memorialized in correspondence and assignment documentation executed in 2012 and recorded in the Moffat County Clerk and Recorder’s Office;

WHEREAS, SBA has expressed interest in purchasing the remaining term of the Lease through an Option Agreement dated October 15, 2025, granting SBA the right to enter into an exclusive, perpetual communications easement and to acquire the City’s landlord interest in the existing Lease for a one-time payment of Three Hundred Thirty Thousand Dollars (\$330,000.00);

WHEREAS, under the Option Agreement, SBA is authorized to conduct due diligence, including site inspection, survey, and preparation of a final legal description of the easement area, prior to closing and execution of the final perpetual easement documents;

WHEREAS, the City’s legal counsel has reviewed the Option Agreement and Unanimous Written Consent and has found the proposed revisions to be acceptable;

WHEREAS, the City Council finds that the proposed transaction is in the best interest of the City, and that granting the Option and related authorizations will result in fair and reasonable compensation to the City for the conveyance of perpetual communications easement rights associated with the Sand Rocks site.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CRAIG, COLORADO:

1. Approval of Option Agreement

The City Council hereby approves and authorizes the execution of the Option Agreement between the City of Craig and SBA Monarch Towers III, LLC, a Delaware limited liability company, in substantially the form presented to Council, providing SBA with an option to acquire an exclusive, perpetual communications easement over the Sand Rocks communications site property.

2. Approval of Unanimous Written Consent

The City Council hereby approves the Unanimous Written Consent of Council Members, confirming the Council's authorization of this transaction and empowering the designated City officials to execute the related instruments on behalf of the City.

3. Authorization of Execution and Delivery

The City Council hereby authorizes execution, upon completion of SBA's due diligence and satisfaction of all conditions, the Perpetual Easement Agreement, together with any and all documents necessary to complete the transaction.

4. Acceptance of Consideration

Upon closing, the City shall receive a one-time payment of \$330,000.00, less any prorations or adjustments as provided in the Option Agreement.

5. Effective Date

This Resolution shall take effect immediately upon adoption.

APPROVED AND ADOPTED this 14th day of October, 2025, by the City Council of the City of Craig, Colorado.

CITY OF CRAIG, COLORADO

Chris Nichols, Mayor

ATTEST:

Katie Carmody, City Clerk

APPROVED AS TO FORM:

Heather Cannon, City Attorney



~~October 2, 2025~~

October 15, 2025

VIA OVERNIGHT DELIVERY/EMAIL:

The City of Craig
Attn: Peter Brixius, Manager
300 W. 4th Street
Craig, CO 81625
(970) 826-2016
pbrixius@cityofcraig.org

Re: Easement Agreement / Site ID: CO40062-A Site Name: Sand Rocks

Dear Ground Owner:

SBA Monarch Towers III, LLC, a Florida limited liability company, or an affiliate, and/or assigns (“**SBA**”), proposes that it be granted the option (“**Option**”) to enter into an exclusive, perpetual communications easement with The City of Craig, a Colorado municipal corporation (“**Owner**”) over real property currently leased by SBA from Owner (“**Property**”) together with an assignment of Owner’s interest in the corresponding ground lease pursuant to an easement agreement in recordable form provided by SBA (“**Easement**”). A sample form Easement is attached hereto as **Exhibit “A”**. SBA proposes the following terms applicable to this transaction, in addition to the Easement:

Option Payment: Within fourteen (14) days after full execution of this Option Agreement (“**Agreement**”), SBA will pay Owner the sum of One Hundred and No/100 Dollars (\$100.00).

Option Period: SBA shall have a period of sixty (60) days from full execution of this Agreement to inspect the Property and contact governmental authorities regarding the Easement (“**Option Period**”). If SBA elects not to exercise the Option, it will send Owner written notice of termination prior to the expiration of the Option Period. If said notice is not sent prior to the expiration of the Option Period, SBA shall deliver the Easement and other documents necessary for closing (“**Closing Documents**”) within fourteen (14) days of the expiration of the Option Period.

Purchase Price: One-time payment in the sum of ~~Two-Three~~ Hundred ~~Seventy-Thirty~~ Thousand and No/100 Dollars (\$~~270330~~,000.00) less any payments made to Owner in advance for ground rent or other rent or deductions as may be applicable (“**Purchase Price**”) attributable to any period subsequent to the closing date. Accordingly, no additional consideration shall be due during the term of the Easement.

Closing: Owner shall execute and deliver to SBA the executed Easement and other Closing Documents within seven (7) days of receipt, including, but not limited to, an owner's affidavit, closing statement, and any other documents required by SBA's title company to issue an owner's title policy in favor of SBA insuring the Easement. SBA will deliver the Purchase Price within two (2) business days following full execution of the Closing Documents by check or wire transfer ("**Closing**") in accordance with written instructions provided by Owner. Closing will occur as soon as the conditions set forth on **Exhibit "B"** hereto are satisfied to SBA's satisfaction. The time for performance by SBA or Owner of any term, provision, or covenant of this Agreement shall be deemed extended by time lost due to delays resulting from acts of God, government action, and any other cause whether similar or dissimilar not within the control of SBA or Owner.

~~Confidentiality: Owner acknowledges that the terms expressed in this Agreement are confidential and agrees not to disclose any information regarding this transaction, whether written or oral, to any third party without SBA's written consent. From the date of this Agreement until Closing, Owner agrees not to directly or indirectly solicit, initiate, or encourage offers or proposals for the sale of the Property in whole or in part.~~

Cooperation: Owner will cooperate with SBA in obtaining any consents or approvals from governmental authorities necessary to effectuate and create the Easement.

By executing this Agreement below, Owner agrees to each of its terms and the terms of **Exhibit "A"**. Owner represents that it is the fee simple owner of the Property, with full authority to enter into this Agreement, the Easement, the assignment of Owner's interest in the ground lease at closing to SBA, and the Closing Documents. This Agreement will be binding upon, and will inure to the benefit of, Owner, SBA, and their respective successors and assigns. ~~In the event of a breach of this Agreement, in addition to other remedies, the parties are entitled to seek damages including, but not limited to, costs incurred for investigations and inspections done relating to this Agreement.~~ The effective date of this Agreement shall be (and the Option Period shall begin on) the last date this Agreement is executed by the parties. Owner shall deliver the executed Agreement by: (1) overnight courier or U.S. mail at the address below; (2) by facsimile to 561-322-2893; (3) electronic mail to landinfo@sbsite.com; or (4) via DocuSign. If Owner does not accept the terms of this Agreement within forty (40) days of its date, it shall terminate and shall be of no further force or effect.

We appreciate your cooperation and attention to this matter. If you have any questions, please feel free to call Claudia Evan at 800-799-4722 x7387.

Sincerely,

SBA Monarch Towers III, LLC

By: _____
Joshua Koenig
Executive Vice President & General Counsel

Date: _____

OWNER AGREES TO THE TERMS OF THIS AGREEMENT:

The City of Craig

By: _____
Peter Brixius, Manager

Date: _____

EXHIBIT "A"
to the Agreement
FORM EASEMENT

Prepared by and Return to:
SBA Network Services, LLC
Attn: _____
8051 Congress Avenue
Boca Raton, FL 33487
561-226-_____

[Recorder's Use Above This Line]

STATE OF _____

COUNTY OF _____

Tax ID Number:

EASEMENT AGREEMENT

By and between _____ ("**Grantor**") with an address of

_____ and

_____, a _____ ("**Grantee**")

with an address of 8051 Congress Avenue, Boca Raton, FL 33487

By initialing below, Grantor does hereby acknowledge that Grantor has received, reviewed, and approved this Easement Agreement in which the Easements described herein are granted from Grantor to Grantee.

Grantor initial(s) here: _____

EASEMENT AGREEMENT

This Easement Agreement (“**Agreement**”) is dated _____, 202__ (“**Effective Date**”) and made by and between _____, with an address at _____ (“**Grantor**”) and _____, a _____, with an address of 8051 Congress Avenue, Boca Raton, FL 33487 (“**Grantee**”).

BACKGROUND

Grantor is the owner of the real property described on Exhibit ‘A’ attached hereto (the “**Premises**”). Grantor desires to grant to Grantee certain easement rights with respect to the Premises, as more particularly described below, and subject to the terms and conditions of this Agreement.

AGREEMENTS

For and in consideration of the covenants and agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Grant of Easements. Grantor, for itself and its heirs, personal representatives, successors and assigns, hereby grants and conveys unto Grantee, its tenants, lessees, sublessees, licensees, agents, successors and assigns: (i) a perpetual, exclusive easement (the “**Exclusive Easement**”) in and to that portion of the Premises more particularly described on Exhibit ‘B’ hereto; and (ii) a perpetual, non-exclusive easement in and to that portion of the Premises more particularly described on Exhibit ‘C’ hereto (the “**Access and Utility Easement**”) (the Exclusive Easement and the Access and Utility Easement being collectively referred to herein as the “**Easements**”).

2. Private Easement. Nothing in this Agreement shall be deemed to be a dedication of any area for public use. All rights, easements, and interests herein created are private and do not constitute a grant for public use or benefit.

3. Successors Bound. This Agreement shall be binding on and inure to the benefit of the parties hereto and their respective heirs, personal representatives, lessees, successors and assigns. It is the intention of the parties hereto that all of the various rights, obligations, restrictions, and easements created in this Agreement shall run with the affected lands and shall inure to the benefit of and be binding upon all future owners and lessees of the affected lands and all persons claiming under them.

4. Duration. The duration of the Easements granted herein (the “**Term**”) shall be perpetual, unless Grantee provides written, recordable notice of its intent to terminate this Agreement, in which event this Agreement and all obligations of Grantee hereunder shall terminate upon Grantee’s recordation of any such notice. Grantor may not terminate this Agreement.

5. Easement Consideration. Grantor hereby acknowledges the receipt, contemporaneous with the execution hereof, of all consideration due hereunder. Accordingly, no additional consideration shall be due during the Term of this Agreement.

6. Use of Easement Areas.

(a) Exclusive Easement. Grantee and its designated customers, lessees, sublessees, licensees, agents, successors and assigns shall have the unrestricted right to use the Exclusive Easement for installing, constructing, maintaining, operating, modifying, repairing and replacing improvements and equipment, which may be located on the Exclusive Easement from time to time, for the facilitation of communications and/or data related uses in connection therewith and other directly-related and supporting uses as deemed appropriate by Grantee, ~~in its sole discretion~~. Grantee may make improvements, alterations, or modifications on or to the Easements as are deemed appropriate by Grantee, in its commercially reasonable discretion and are related to the permitted uses. At all times during the term of this Agreement, Grantee shall have the exclusive right to use, and shall have free access to, the Easements seven (7) days a week, twenty-four (24) hours a day. Grantee shall have the exclusive right to lease, sublease, license, or sublicense any structure or equipment on the Exclusive Easement and shall also have the right to license, lease or sublease to Grantee or third parties any portion of the Exclusive Easement, but no such lease, sublease or license shall relieve or release Grantee from its obligations under this Agreement. Grantor shall not have the right to use the Exclusive Easement for any reason and shall not disturb Grantee's right to use the Exclusive Easement in any manner. Grantor and Grantee acknowledge that Grantee shall have the right to construct a fence around all or part of the Exclusive Easement, and shall have the right to prohibit anyone, including Grantor, from entry into such Exclusive Easement, except in the event of an emergency or as may be required for purposes of inspection or by law, or to prevent immediate damage to property or harm to persons. Grantee shall maintain the Exclusive Easement in good condition, reasonable wear and tear and damage from the elements excepted.

(b) Access and Utility Easement. The Access and Utility Easement shall be used by Grantee, its tenants, lessees, sublessees, licensees, agents, successors and assigns for ingress and egress from and to the Exclusive Easement, as well as the construction, installation, operation and maintenance of overhead and underground electric, water, gas, sewer, telephone, data transmission and other utility facilities (including wires, poles, guys, cables, conduits and appurtenant equipment) with the right to construct, reconstruct, improve, add to, enlarge, change and remove such facilities, and to connect the same to utility lines located in a publicly dedicated right of way. Grantor shall not in any manner prevent access to, and use of, the Access and Utility Easement by Grantee or its tenants, lessees, sublessees, licensees, agents, successors and assigns and Grantor shall not utilize the Access and Utility Easement in any manner that interferes with Grantee's or its tenants', lessees', sublessees', licensees', agents', successors', and assigns' use of such area. Grantee shall not in any manner prevent access to, and use of, the Access and Utility Easement by Grantor or its tenants.

7. Equipment and Fixtures. Grantee's equipment, structures, fixtures and other personal property now or in the future on the Easements shall not be deemed to be part of the Premises, but shall remain the property of Grantee or its licensees and customers. At any time

during the Term, Grantee or its customers shall have the right to remove their equipment, structures, fixtures and other personal property from the Easements. Grantee, upon termination of this Agreement, shall, within one hundred eighty (180) days, remove all improvements, fixtures, and personal property constructed or installed on the Easements by Grantee and restore the Exclusive Easement to substantially the same condition prior to the construction of the tower, normal wear and tear and casualty excepted. Grantee shall not be required to remove any foundations, driveways, or underground cables or wires to more than one (1) feet below grade. All costs to restore the Exclusive Easement are to be the responsibility of Grantee.

8. Assignment. Grantee may freely assign this Agreement, including the Exclusive Easement and the Access and Utility Easement and the rights granted herein, in whole or in part, to any parent, subsidiary, or affiliate entity of Grantee, or to any other entity engaged in the communications business that has a financial strength of equal or greater value than Grantee person or entity (including but not limited to an affiliate of Grantee) at any time without the prior written consent of Grantor. Any other assignment shall be subject to the written consent of Grantor, which shall not be unreasonably withheld, conditioned, or delayed. If any such assignee agrees to assume all of the obligations of Grantee under this Agreement, then Grantee will be relieved of all responsibility hereunder.

9. Covenants and Agreements.

(a) Grantor represents and warrants that it is the owner in fee simple of the Premises, free and clear of all liens and encumbrances and that it alone has full right to grant the Easements and assign the Lease (as such term is defined in Section 25 hereof). Grantor further represents and warrants that Grantee shall peaceably and quietly hold and enjoy the Easements for the Term.

(b) As may be applicable, During the Term, Grantor shall pay when due all real property taxes and all other fees and assessments attributable to the Premises, including the Easements. If Grantor fails to pay when due any such taxes, fees or assessments, Grantee shall have the right but not the obligation to pay the same and demand payment therefor from Grantor, which payment Grantor shall make within ten (10) days of such demand by Grantee. Grantee's right to receive and Grantor's obligation to make such payment set forth in the foregoing sentence shall survive the termination or expiration of this Agreement. However, during the Term of this Agreement only, Grantee will pay any increase in real property taxes, fees, and/or assessments levied against the Exclusive Easement which are directly attributable to Grantee's use of the Exclusive Easement, including Grantee's improvements; thereon, if Grantor shall furnishes proof of such increase, including reasonable supporting documentation, to Grantee within one (1) year of the applicable tax payment due date.

(c) Grantor shall not cause the area comprising the Easements to be legally or otherwise subdivided from any master tract of which it is a part in such a way that the remaining tract containing the Easements is substantially the only use of the tract, nor shall Grantor cause the area comprising the Easements to be separately assessed for tax purposes. If it is determined by Grantee that the transfer of the Easements set forth herein requires or shall require the subdivision of the Premises, and if Grantee, in its sole judgment, determines that it desires to seek subdivision

approval, then Grantor agrees to cooperate with Grantee, at Grantee's expense, in obtaining all necessary approvals for such subdivision.

(d) Grantor shall not grant, create, or suffer any claim, lien, encumbrance, easement, restriction or other charge or exception to title to the Premises that would adversely affect Grantee's use of the Easements. Grantor has granted no outstanding options to purchase or rights of first refusal with respect to all or any part of the Premises and has entered into no outstanding contracts with others for the sale, mortgage, pledge, hypothecation, assignment, lease or other transfer of all or any part of the Premises and there are no leases, written or oral, affecting the lands underlying the Easements except for the Lease.

(e) Grantor has and will comply with all environmental, health and safety laws with respect to the Premises. Grantee shall not cause or permit the release, discharge, storage, disposal, or placement of any waste, including but not limited to solid waste, liquid waste, sewage, refuse, debris, or any form of hazardous substances or hazardous waste (as defined under applicable federal, state, and local laws, regulations, and ordinances), on, under, or about the Premises or any portion of the property adjacent to the Premises. Grantee further agrees that no materials, equipment, or substances shall be disposed of or abandoned on the Premises. Grantee shall be solely responsible, at its own cost, for the proper handling, removal, and lawful disposal of any waste generated in connection with its operations, and shall indemnify, defend, and hold harmless Grantor from any claims, costs, damages, liabilities, or expenses (including reasonable attorney's fees) arising out of or related to Grantee's violation of this provision. Notwithstanding the foregoing, lawful and compliant use of a gas generator for support of the permitted uses shall not violate anything herein.

Grantee shall, at its sole cost and expense, comply with all applicable federal, state, and local environmental laws, regulations, and ordinances, including but not limited to those governing the use, storage, handling, transport, release, or disposal of hazardous substances and hazardous waste. Grantee shall promptly notify Grantor in writing of any release, threatened release, or discovery of hazardous substances on or about the Premises arising from Grantee's operations. In the event of any such release or contamination, Grantee shall, at its sole expense, take all necessary actions to investigate, remediate, remove, and restore the Premises and any affected areas to the condition required by applicable law, subject to Grantor's prior written approval of any remediation plan. Grantee shall indemnify, defend, and hold harmless Grantor and its respective officers, agents, and employees, from and against any and all claims, costs, damages, liabilities, fines, penalties, or expenses (including reasonable attorney's fees and expert costs) arising out of or related to Grantee's violation of this provision, including but not limited to costs of investigation, cleanup, governmental enforcement, or third-party claims. Notwithstanding the foregoing, lawful and compliant use of a gas generator for support of the permitted uses shall not violate anything herein.

(f) Grantor has not received notice of condemnation of all or any part of the Premises, notice of any assessment for public improvements, or notices with respect to any zoning ordinance or other law, order, regulation, or requirement relating to the use or ownership of such lands and there exists no violation of any such governmental law, order, regulation or requirement and there is no litigation pending or threatened, which in any manner affects the Easements.

(g) Grantor reaffirms and restates the representations contained in the Lease (as defined in Section 25 hereof) as though they were set forth in this Agreement. The representations and warranties made hereunder shall survive the Closing. Grantor agrees to indemnify, defend, and hold harmless Grantee and its officers, directors, shareholders, agents, and attorneys for, from, and against all damages asserted against or incurred by any of them by reason of or resulting from a breach by Grantor of any representation, warranty or covenant of Grantor contained herein, in the Lease, or in any agreement executed in connection herewith.

10. Non-Disturbance During the Term, Grantor will not improve or grant any other easement, ground lease, lease, license, sale or other similar interest in or upon the Premises if such improvement or interest would interfere with Grantee's permitted use of the Easements, nor shall Grantor during the Term enter into any other lease, license, or other agreement for a similar purpose as set forth in this Agreement, on or adjacent to the Premises. Grantor and Grantee recognize that Grantee's use of the easement rights set forth in this Agreement would be frustrated if the telecommunications signals were blocked, if an obstruction were built that would cause interference with such transmission, if access and/or utilities to and from the Exclusive Easement were partially and/or completely inhibited, or if Grantee's use of the Easements was otherwise materially interfered with or prevented. Grantor, for itself, its successors and assigns, hereby agrees to use commercially reasonable~~its best~~ efforts to prevent the occurrence of any of the foregoing and shall promptly undertake any remedial action necessary to do so, to the extent that it has the legal right to do so.~~Grantee shall have the express right to seek an injunction to prevent any of the activity prohibited by this Section 10.~~

11. Access and Utilities. To the extent not otherwise addressed herein (or to the extent any access and utility easement specifically referenced herein, including but not limited to the Access and Utility Easement or the Exclusive Easement, if applicable, cannot, does not, or will not fully accommodate the access and utility needs of the Exclusive Easement at any time), Grantor hereby grants and conveys unto Grantee, its tenants, lessees, sublessees, licensees, agents, successors and assigns, full, complete, uninterrupted and unconditional access to and from the Exclusive Easement, seven days a week, 24 hours a day, over and across any adjacent property now or hereafter owned by Grantor, for, without limitation, ingress and egress to and from the Exclusive Easement, as well as the construction, installation, location, maintenance, relocation and repair of overhead and/or underground utility connections, including electric, telephone, gas, water, sewer, and any other utility connection, provided that Grantee shall repair any damages to the Premises caused by such access. This easement, and the rights granted herein, shall be assignable by Grantee to any public or private utility company to further effect this provision. Grantor agrees to maintain all access roadways from the nearest public right of way to the Exclusive Easement in a manner sufficient to allow for pedestrian and vehicular access to the Exclusive Easement at all times. If it is reasonably determined by Grantor or Grantee that any utilities that currently serve the Exclusive Easement are not encompassed within the description of the Access and Utility Easement set forth herein, then Grantor and Grantee agree to amend the description of the Access and Utility Easement set forth herein to include the description of such areas. If it becomes necessary to relocate any of the utility lines that serve the Exclusive Easement, Grantor hereby consents to the reasonable relocation for such utility lines upon the Premises for

no additional consideration, and hereby agrees to reasonably cooperate with Grantee to create a revised legal description for Access and Utility Easement that will reflect such relocation.

12. Mortgagees' Continuation Rights and Notice and Cure. Grantor acknowledges that Grantee has entered, and in the future may enter, with a lender (the "Lender") into a financing agreement including promissory notes and financial and security agreements for the financing of Grantee may from time to time grant to certain lenders selected by Grantee and its affiliates (the "Lender") a lien on and security interest in Grantee's interest in this Agreement and all assets and personal property of Grantee located on the Easements, including, but not limited to, all accounts receivable, inventory, goods, machinery and equipment owned by Grantee ("**Personal Property**") (not to attach to or affect Grantor's real property) as collateral security for the repayment of any indebtedness to ~~the~~ Lender. ~~Should Lender exercise any rights of Grantee under this Agreement, and Lender or Grantee provide Grantor notice thereof,~~ Grantor agrees to accept such exercise of rights by Lender as if same had been exercised by Grantee. If there shall be a monetary default by Grantee under the Agreement, Grantor shall accept the cure thereof by Lender within fifteen (15) days after the expiration of any grace period provided to Grantee under this Agreement to cure such default, prior to terminating this Agreement (if permitted by the terms hereof). If there shall be a non-monetary default by Grantee under this Agreement, Grantor shall accept the cure thereof by Lender within thirty (30) days after the expiration of any grace period provided to Grantee under this Agreement to cure such default, prior to terminating this Agreement (if permitted by the terms hereof). Hereafter, this Agreement may not be amended in any respect which would be reasonably likely to have a material adverse effect on Lender's interest therein or surrendered, terminated, or cancelled, without the prior written consent of Lender, as long as Grantee has provided written notice to Grantor of the existence of the specific Lender and its contact information. If the Agreement is terminated or is rejected in any bankruptcy proceeding, Grantor will enter into a new easement agreement with Lender or its designee on the same terms as this Agreement within 15 days of Lender's request made within 30 days of notice of such termination or rejection, provided Lender pays all past due amounts under the Agreement, if any. The foregoing is not applicable to normal expirations of this Agreement. Grantor hereby agrees to subordinate any security interest, lien, claim or other similar right, including, without limitation, rights of levy or distraint for rent, Grantor may have in or on the Personal Property, whether arising by agreement or by law, to the liens and/or security interests in favor of the Lender, whether currently existing or arising in the future. Nothing contained herein shall be construed to grant a lien upon or security interest in any of Grantor's assets. Simultaneous with any notice of default given to Grantee under the terms of this Agreement, Grantor shall deliver of copy of such notice to Lender at an address to be provided by Grantee, but only to the extent that Grantee has provided Grantor with Lender's notice address.

13. Notices. All notices required to be given by any of the provisions of this Agreement, unless otherwise stated, shall be in writing and delivered in person or by a national overnight delivery service (and shall be effective when received, when refused or when the same cannot be delivered) to the appropriate party at the address set forth below (or at such other address designated in writing pursuant to the terms hereof):

To Grantor: _____

To Grantee:

8051 Congress Avenue
Boca Raton, FL 33487
Attn: Legal Dept.

14. Force Majeure. The time for performance by Grantor or Grantee of any term, provision, or covenant of this Agreement shall be deemed extended by time lost due to delays resulting from strikes, civil riots, floods, labor or supply shortages, material or labor restrictions by governmental authority, litigation, injunctions, and any other cause not within the control of Grantor or Grantee, as the case may be.

15. Recording. This Agreement shall be recorded at either Grantor's or Grantee's option.

16. Miscellaneous/Venue. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors, and assigns. This Agreement shall be governed by and construed in accordance with the laws of the state or commonwealth where the Premises are located. Any action arising out of or relating to this Agreement shall be brought exclusively in the state courts of competent jurisdiction located in Moffat County Name, Colorado. The Parties irrevocably consent to the jurisdiction and venue of such courts and waive any right to venue in federal court.

17. Captions and Headings. The captions and headings in this Agreement are for convenience and shall not be held or deemed to define, limit, describe, explain, modify, amplify, or add to the interpretation, construction or meaning of any provisions of or the scope or intent of this Agreement.

18. Cumulative Remedies. Except as otherwise expressly provided herein, each and every one of the rights, benefits and remedies provided to Grantor or Grantee by this Agreement, or by any instrument or documents executed pursuant to this Agreement, are cumulative and shall not be exclusive of any other of said rights, remedies and benefits allowed by law or equity to Grantee.

19. Counterparts. This Agreement may be executed in one or more counterparts, and by the different parties hereto in separate counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement.

20. Severability. If any provision of this Agreement is deemed unenforceable in whole or in part, such provision shall be limited to the extent necessary to render the same valid or shall be excised from this Agreement, as circumstances require, and this Agreement shall be construed as if such provision had been so limited or as if such provision had not been included herein, as the case may be. Additionally, if any laws, rules or regulations promulgated by any state, county or local jurisdiction, including without limitation those concerning zoning, subdivision or land use, or should any court of competent jurisdiction, make the sale of the Easements herein either void or voidable, Grantor agrees that upon the written request of Grantee, the grant of the Easements

shall convert to a ground lease between Grantor, as lessor, and Grantee, as lessee, (with the Exclusive Easement area being the leased premises therein, and the Access and Utility Easement area remaining a non-exclusive easement for access and utility purposes) for uses consistent with those set forth in Section 6 hereof, and containing other terms and conditions acceptable to both parties; provided that Grantee shall not be required to obtain the consent of Grantor to enter into any sublease or license of any portion of the Exclusive Easement or to permit sublessees or licensees to utilize the Access and Utility Easement; nor shall Grantor be entitled to any additional consideration in connection with such subleases and licenses; and provided that the delivery of the consideration paid by Grantee to Grantor for the Easements at the execution of this Agreement shall constitute the prepayment of rent under such ground lease for an extended term of 99 years, or as long as permitted by applicable law.

21. Attorney's Fees. If there is any legal action or proceeding between Grantor or Grantee arising from or based on this Agreement, the unsuccessful party to such action or proceeding shall pay to the prevailing party all costs and expenses, including reasonable attorney's fees and disbursements incurred by such prevailing party in such action or proceeding and in any appeal in connection therewith. If such prevailing party recovers a judgment in any such action, proceeding or appeal, such costs, expenses and attorney's fees and disbursements shall be included in and as a part of such judgment. Notwithstanding the foregoing, any obligation of the City as the current Grantor as of the Effective Date to pay such fees, costs, or expenses shall be subject to annual appropriation by its governing body and shall not constitute a multiple-fiscal year direct or indirect debt or other financial obligation within the meaning of Article X, Section 20 of the Colorado Constitution (TABOR).

22. Entire Understanding and Amendment. This Agreement and the closing documents executed in connection therewith, constitute the entire understanding between the parties with regard to the subject matter hereof and there are no representations, inducements, conditions, or other provisions other than those expressed herein. This Agreement may not be modified, amended, altered, or changed in any respect except by written agreement and signed by each of the parties hereto.

23. Zoning. To the extent any improvements, whether now or in the future existing, upon the Exclusive Easement do not meet zoning or other land-use requirements, or to the extent such improvements may otherwise have to be constructed and/or relocated, Grantor hereby consents to the reasonable construction and/or relocation of such improvements to accommodate such requirements and agrees to reasonably cooperate with Grantee to create a revised legal description for the Exclusive Easement and the Access and Utility Easement. Grantor hereby covenants and agrees that neither Grantor nor an affiliate of Grantor shall at any time file an opposition to a zoning or land use application of Grantee or in any way publicly oppose Grantee at a zoning hearing or other land use proceedings in connection with the Premises and the Easements; and that Grantor shall promptly cooperate with Grantee in making application for obtaining all licenses, permits, and any other necessary approvals that may be required for Grantee's intended use of the Easements.

24. Rule Against Perpetuities. If the rule against perpetuities or any other rule of law would invalidate the Easements or any portion or provision hereof or would limit the time during

which the Easements or any portion or provision hereof shall be effective due to the potential failure of an interest in property created herein to vest within a particular time, then each such interest in property shall be effective only from the date hereof until the passing of twenty (20) years after the death of the last survivor of the members of Congress of the United States of America (including the House of Representatives and the Senate) representing the state in which the Premises is located who are serving on the date hereof, but each such interest in property shall be extinguished after such time, and all other interests in property created herein and all other provisions hereof shall remain valid and effective without modification.

25. Assignment of Ground Lease. The parties hereby recognize and agree that the Premises is currently subject to that certain _____, dated _____, originally by and between/among Grantor and _____, as evidenced by that certain _____, and ultimately assigned to Grantee, as amended and assigned from time to time (collectively, the “Lease”). It is the intention of the parties that the interest created by this Agreement, including the Lease, shall not merge into any other interest now or hereafter held by Grantee and such interests shall remain a separate and distinct interest in the underlying real property. Grantor and Grantee each hereby acknowledges that to each of their actual knowledge, respectively, that there currently exists no default under the Lease and no conditions that, with the passage of time, would constitute defaults under the Lease. Grantor hereby assigns, transfers, sets over and delivers to Grantee, all of its rights, title and interests under the Lease arising or accruing on or after the date of this Agreement and Grantee hereby accepts, assumes and agrees to be bound by all the terms and conditions which are the responsibility of the landlord under the Lease. Grantor and Grantee each hereby releases and forever discharges the other Grantee from all claims arising under the Lease on or before the Effective Date of this Agreement. Grantor hereby agrees to indemnify and agrees to hold Grantee harmless with respect to any demands, claims, actions, causes of action, assessments, expenses, costs, damages, losses, and liabilities (including reasonable attorneys’ fees and costs) under the Lease which relate to costs or actions first arising on or before the date of this Agreement. Grantee hereby agrees to indemnify and agrees to hold Grantor harmless with respect to any demands, claims, actions, causes of action, assessments, expenses, costs, damages, losses, and liabilities (including reasonable attorneys’ fees and costs) under the Lease which relate to costs or actions first arising after the date of this Agreement, unless caused by the acts or omissions of Grantee.

26. Cure Period; Default. No party to this Agreement shall be in default of the terms thereof until thirty (30) days following the date of the defaulting party’s receipt of notice of default from the non-defaulting party. In the event such default is not reasonably capable of cure within such thirty (30) day period and such defaulting party promptly and diligently pursues the cure of such default during such cure period, such cure period shall be extended for so long as the defaulting party diligently pursues such cure for a maximum of ninety (90) additional days. In no event shall Grantor be entitled to terminate this Agreement as a result of or remedy for any breach or default thereunder by Grantee. In the event Grantor fails to comply with the terms of this Agreement, Grantee may, in its sole and absolute discretion, cure any such default, and to the extent Grantee incurs any expenses in connection with such cure (including but not limited to the amount of any real property taxes Grantee pays on behalf of Grantor), Grantor agrees to promptly reimburse Grantee for such expenses incurred and hereby grants Grantee a security interest and lien in the Premises to secure Grantor’s obligation to repay such amounts to Grantee.

27. Right of First Refusal/Exclusivity. ~~If at any time during term of this Agreement, Grantor receives a bona fide written offer from a third person (the "Offer") to sell, assign, convey, lease or otherwise transfer or create any interest in the Easements and/or Premises, or any portion thereof, which Grantor desires to accept, Grantor shall first give Grantee written notice (including a copy of the proposed contract) of such Offer prior to becoming obligated under such Offer, with such notice giving Grantee the right to purchase the Easements for a pro-rata price based on the size that the Easements are to the portion of the Premises described in the Offer. Grantee shall have a period of thirty (30) days after receipt of Grantor's notice and terms to accept the Offer or exercise Grantee's right to purchase the Easements and exercise this right of first refusal by notifying Grantor in writing. If Grantee has not accepted the Offer or exercised its right to purchase the Easements in writing to Grantor within such thirty (30) day period, the Offer will be deemed rejected. In addition to the above, Grantor shall not, at any time during the term of this Agreement, grant any interest in any portion of the Premises (other than the conveyance of fee simple title to the entire Premises) to any third party without the prior written consent of Grantee, in Grantee's sole and absolute discretion.~~

As part of Grantee's right to the undisturbed use and enjoyment of the Easements, Grantor shall not at any time during the term of this Agreement (i) use or suffer or permit another person to use any portion of the Premises or any contiguousadjacent parcel of land now or hereafter owned, leased or managed by Grantor for any of the uses permitted herein or other uses similar thereto, or (ii) grant any interest or an option to acquire any interest in any portion of the Premises that permits (~~either during the term of this Agreement and/or after the term hereof~~) any of the uses permitted under this Agreement or other uses similar thereto without the prior written consent of Grantee, in Grantee's sole discretion. The phrase "or other uses similar thereto" as used herein shall include, without limitation, the storage, transmission, reception, or relay of communications signals and/or data by way of small cells, distributed antenna systems, data centers, C-RAN or fiber, or the commercial generation or storage of power or energy in relation to the permitted uses herein (not applicable to residential, non-commercial and non-competing uses). Grantor may not assign this Agreement or any rights hereunder, except in connection with conveyance of fee simple title to the Premises, without the prior written consent of Grantee, in Grantee's sole and absolute discretion.

28. Further Acts; Attorney-In-Fact. Grantor shall cooperate with Grantee in executing any documents necessary to protect Grantee's rights under this Agreement or Grantee's use of the Easements and to take such action as Grantee may reasonably require to effect the intent of this Agreement. ~~Grantor hereby irrevocably appoints Grantee as Grantor's attorney-in-fact coupled with an interest to prepare, execute, and deliver land use and zoning applications, and any other documents that a municipality may require, concerning the tower or the tower facilities, on behalf of Grantor with federal, state, and local governmental authorities, and upon request, will sign a separate power of attorney to such effect.~~

29. Insurance. Grantee shall maintain commercial general liability insurance with limits of not less than \$2,000,000 combined single limit per occurrence, with a certificate of insurance to be furnished to Grantor within 30 days of written request by Grantor. Each party will

cause each insurance policy obtained by it to provide that the insurance company waives all rights of recovery against the other party in connection with any damage covered by such policy.

30. Governmental Immunity. For as long as Grantor is a governmental entity, nothing in this Agreement shall be construed as a waiver of any governmental immunity or other limitation on liability available to the City (as Grantor) under the Colorado Governmental Immunity Act, C.R.S. § 24-10-101 et seq., or otherwise under law.

[The remainder of this page is intentionally left blank. Signatures to follow.]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the dates written below.

WITNESSES:

GRANTOR:

Print Name: _____

By: _____
Print Name: _____
Title: _____

Print Name: _____

STATE OF _____

COUNTY OF _____

INSERT CORRECT STATE NOTARY

Notary Public
Print Name: _____
My Commission Expires: _____

(NOTARY SEAL)

WITNESSES:

GRANTEE:

SBA _____

Print Name: _____

By: _____
Joshua Koenig
Executive Vice President &
General Counsel

Print Name: _____

STATE OF FLORIDA

COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ____ day of _____, 202__ by Joshua Koenig, Executive Vice President and General Counsel of SBA _____, on behalf of the company, who is personally known to me and did not take an oath.

Notary Public
Print Name:
My Commission Expires:

(NOTARY SEAL)

EXHIBIT 'A'

Premises

Legal description to be incorporated upon receipt of final survey.

EXHIBIT 'B'

Exclusive Easement

Legal description to be incorporated upon receipt of final survey.

EXHIBIT 'C'

Access and Utility Easement

Legal description to be incorporated upon receipt of final survey.

EXHIBIT "B"
to the Agreement

CONDITIONS TO CLOSING

1. Receipt by SBA of a title insurance commitment for the subject transaction showing that Owner has good, indefeasible, and marketable fee simple title to the Property, free and clear of all liens and encumbrances except such matters as may be acceptable to SBA.
2. Receipt by SBA of a survey in form satisfactory to SBA revealing no encumbrances, and if requested by Owner, SBA will provide a copy to Owner in advance of Closing. The legal descriptions from the survey shall be used to complete the descriptions of the exclusive, perpetual communications easement, which may include an access and utility easement (together, "**Easements**") on the final executed, recordable Easement.
3. The execution and delivery by Owner of all forms required by applicable taxing authorities and if applicable, any documents required by SBA's title insurer evidencing the authority of the party executing such documents on Owner's behalf. SBA may, but shall not be required to, pay any outstanding amounts due by Owner that are necessary to effectuate Closing, including, but not limited to, any liens, taxes, judgments, municipal bills, and other monetary encumbrances due and payable, which amount(s) may, at SBA's sole discretion, be paid out of the Purchase Price.
4. Owner will obtain an executed, recordable non-disturbance and attornment agreement ("**NDA**") for all mortgages, deeds of trust, or any other liens against the Property prior to Closing. If Owner is unable to obtain any required NDA, SBA reserves the right, in its sole discretion, to reduce the Purchase Price by ten percent (10%), in each instance, and elect to close without such NDA, or elect not to close.
5. The use of the Easements by SBA and the financial transaction contemplated herein is satisfactory to SBA (this determination being made in SBA's sole discretion).

**UNANIMOUS WRITTEN CONSENT
OF THE COUNCIL MEMBERS OF
THE CITY OF CRAIG**

The undersigned constitute all of the council members of **City of Craig, a Colorado municipal corporation** (the "**Corporation**"). The undersigned hereby consent to, and adopt, the following preamble and resolutions by this instrument in lieu of a formal meeting of the council members of the Corporation:

WHEREAS, the council members of the Corporation on October 14, 2025, duly adopted a resolution to enter into an exclusive, perpetual communications easement with **SBA Monarch Towers III, LLC, a Delaware limited liability company** ("**SBA**"), which incorporates an assignment of that certain Communications Site Lease Agreement (Ground) dated August 1, 2005, as evidenced by that certain Memorandum of Lease dated May 7, 2014, and recorded May 16, 2014, as Document No. 20141569, and assigned to SBA, as evidenced by that certain Memorandum of Assignment dated July 23, 2012, and recorded September 14, 2012, as Document No. 20124027; said recordings of the Clerk's Office of Moffat County, Colorado, as amended and assigned from time to time (collectively, the "**Lease**").

RESOLVED, that the Corporation shall be and is hereby authorized and directed to enter into an exclusive perpetual, communications easement, and in connection therewith Peter Brixius as City Manager of the Corporation, is hereby authorized, empowered and directed to execute and deliver for, on behalf of, and in the name of the Corporation, the option to enter into an exclusive, perpetual communications easement, as Peter Brixius or the signing officer in his/her sole and absolute discretion deems to be in the best interests of the Corporation; and it is

FURTHER RESOLVED, that Peter Brixius be and is hereby authorized to execute, in the name and on behalf of this Corporation, to take or cause to be taken, any and all actions necessary to be granted the option to enter into an exclusive, perpetual communications easement, (of which is to be in form and substance as the person executing the same may deem necessary or desirable, the execution thereof by Peter Brixius, is conclusive evidence of approval of such form and substance by Peter Brixius), that may be required or contemplated under the terms of the Option Agreement and to do any and all things which in his/her discretion he/she may deem to be necessary or appropriate in connection with or in furtherance of the foregoing resolution; and it is

FURTHER RESOLVED, that the signature of Peter Brixius, on the Option Agreement executed in connection therewith or pursuant thereto shall be conclusive evidence of his/her authority to execute and deliver such instruments or documents.

FURTHER RESOLVED, that all actions previously taken by the Corporation in connection with the Option Agreement, and the transactions contemplated by the foregoing resolution thereby be, and they hereby are adopted, ratified, confirmed, and approved in all respects.

IN WITNESS WHEREOF, the undersigned hereby affix their hands and seal effective as of this 14 day of October, 2025.

COUNCIL MEMBERS:

Chris Nichols

Derek Duran

Jesse Jackson

Michelle Gottschall

Luke Tucker

Randy Looper

Andrea Camp

Site: CO0436A, Sand Rocks-
Market: Desert Mountain-CO

COMMUNICATIONS SITE LEASE AGREEMENT (GROUND)

This COMMUNICATIONS SITE LEASE AGREEMENT ("Agreement") is dated as of August 1, 2005, by NEXTEL WEST CORP., a Delaware corporation, d/b/a Nextel Communications ("Nextel" or "Tenant") and The City of Craig, a municipal corporation ("Owner" or "Landlord").

For One Dollar (\$1.00) paid to Owner, and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **Premises.** Owner owns a parcel of land ("Land") located in the County of Moffatt, State of Colorado, commonly known as The Sand Rocks, APN 065736200901. The Land is more particularly described in Exhibit A annexed hereto. Subject to the provisions of Paragraph 2 below ("Effective Date/Due Diligence Period"), Owner hereby leases to Nextel and Nextel leases from Owner approximately One Thousand Six Hundred Fifty (1650) square feet of the Land and all access and utility easements necessary or desirable therefor ("Premises"), as may be described generally in Exhibit B annexed hereto.

2. **Effective Date/Due Diligence Period.** This Agreement shall be effective on the date of full execution hereof ("Effective Date"). Beginning on the Effective Date and continuing until the Term Commencement Date as defined in Paragraph 3 below ("Due Diligence Period"), Nextel shall only be permitted to enter the Land for the limited purpose of making appropriate engineering and boundary surveys, inspections, and other reasonably necessary investigations and signal, topographical, geotechnical, structural and environmental tests (collectively, "Investigations and Tests") that Nextel may deem necessary or desirable to determine the physical condition, feasibility and suitability of the Premises. In the event that Nextel determines, during the Due Diligence Period, that the Premises are not appropriate for Nextel's intended use, or if for any other reason, or no reason, Nextel decides not to commence its tenancy of the Premises, then Nextel shall have the right to terminate this Agreement without penalty upon written notice to Owner at any time during the Due Diligence Period and prior to the Term Commencement Date. Owner and Nextel expressly acknowledge and agree that Nextel's access to the Land during this Due Diligence Period shall be solely for the limited purpose of performing the Investigations and Tests, and that Nextel shall not be considered an owner or operator of any portion of the Land, and shall have no ownership or control of any portion of the Land (except as expressly provided in this Paragraph 2), prior to the Term Commencement Date.

3. **Term.** The term of Nextel's tenancy hereunder shall commence upon the start of construction of the Tenant Facilities (as defined in Paragraph 6 below) or eighteen (18) months following the Effective Date, whichever first occurs ("Term Commencement Date") and shall terminate on the fifth anniversary of the Term Commencement Date ("Term") unless otherwise terminated as provided herein. Tenant shall have the right to extend the Term for five (5) successive five (5) year periods ("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 Landlord of its intention not to renew prior to commencement of the succeeding Renewal Term.

4. **Rent.**

(a) Within fifteen (15) business days following the Term Commencement Date and on the first day of each month thereafter, Tenant shall pay to Landlord as rent Eight Hundred and 00/100 Dollars (\$800.00) per month ("Rent"). Rent for any fractional month at the beginning or at the end of the Term or Renewal Term shall be prorated. Rent shall be payable to Landlord at City of Craig, 300 W. 4th Street, Craig, Colorado 81625,; Attention: City Manager. All of Tenant's monetary obligations set forth in this Agreement are conditioned upon Tenant's receipt of an accurate and executed W-9 Form from Landlord.

(b) Rent shall be increased at the commencement of each Renewal Term by an amount equal to fifteen percent (15%) of the Rent in effect for the previous Term or Renewal Term.

5. **Use.** From and after the Term Commencement Date, the Premises may be used by Tenant for any lawful activity in connection with the provision of communications services, and Tenant shall have the ongoing right to perform such Investigations and Tests as Tenant may deem necessary or desirable. Landlord agrees to cooperate with Tenant, at no out of pocket expense to Landlord, in making application for and obtaining all licenses, permits and any and all other necessary approvals that may be required for Tenant's intended use of the Premises.

6. **Facilities; Utilities; Access.**

(a) Tenant has the right to construct, erect, maintain, test, replace, remove, operate and upgrade on the Premises communications facilities, including an antenna tower or pole and foundation, utility lines, transmission lines, an air conditioned equipment shelter(s), electronic equipment, transmitting and receiving antennas, microwave dishes, antennas and equipment, a power generator and generator pad, and supporting equipment and structures therefor ("Tenant Facilities"). The final plans and precise location of the premises and tenant facilities shall be subject to the prior written approval of the Landlord, which shall be given by initialing and returning to the Tenant a copy of the final plans or requested changes within fifteen (15) business days of Landlord's receipt of the plans for its review. If Landlord does not provide such approval or request for changes within such fifteen (15) business day period, Landlord shall be deemed to have approved the plans. Landlord shall not be entitled to receive any additional consideration in exchange for reviewing or giving its approval of Nextel's plans. In no case shall such fifteen (15) business day period begin prior to the date of full execution of this agreement. In connection therewith, Tenant has the right to do all work necessary to prepare, maintain and alter the Premises for Tenant's business operations and to install transmission lines connecting the antennas to the transmitters and receivers. All of Tenant's construction and installation work shall be performed at Tenant's sole cost and expense and in a good and workmanlike manner. Tenant shall hold title to the Tenant Facilities and all of the Tenant Facilities shall remain Tenant's personal property and are not fixtures. Tenant has the right to remove the Tenant Facilities at its sole expense on or before the expiration or earlier termination of this Agreement, and Tenant shall repair any damage to the Premises caused by such removal. Upon the expiration or earlier termination of this Agreement, Tenant shall remove the Tenant Facilities from the Land, but is not required to remove any foundation more than one (1) foot below grade level.

(b) Tenant shall pay for the electricity it consumes in its operations at the rate charged by the servicing utility company. Tenant shall have the right to draw electricity and other utilities from the existing utilities on the Land or obtain separate utility service from any utility company that will provide service to the Land. In connection therewith, Landlord hereby grants to the local telephone, power and utility companies (as appropriate) non-exclusive rights to locate, construct, install, operate, maintain, repair, replace, alter, extend, and/or remove cables and lines on, over, under and across a portion of Landlord's Property as necessary or desirable therefor. Landlord agrees to sign such documents or easements, at no cost to Tenant or the utility companies, as may be required by said utility companies to provide such service to the Premises. Any easements necessary for such power or other utilities will be at locations reasonably acceptable to Landlord and the servicing utility company.

(c) Tenant, Tenant's employees, agents and contractors shall have access to the Premises without notice to Landlord twenty-four (24) hours a day, seven (7) days a week, at no charge. Landlord grants to Tenant, and Tenant's agents, employees and contractors, a non-exclusive right and easement for pedestrian and vehicular ingress and egress across the Land, and such right and easement may be described generally in Exhibit B.

(d) Landlord shall maintain all access roadways from the nearest public roadway to the Premises in a manner sufficient to allow pedestrian and vehicular access at all times under normal weather conditions. Landlord shall be responsible for maintaining and repairing such roadways, at its sole expense, except for any damage caused by Tenant's use of such roadways. Notwithstanding the foregoing, Tenant may construct an access road to the Premises ("Access Road"), across the Land as more fully described in Exhibit B, if Tenant reasonably determines such Access Road is necessary for Tenant's ingress to and egress from the Premises. Tenant shall be responsible for maintaining and repairing such Access Road until the expiration or earlier termination of this Agreement, at its sole expense, less reasonable wear and tear or loss by casualty or other causes beyond Tenant's reasonable control. Landlord shall be responsible for any damages to the Access Road caused by use of the Access Road by Landlord, or Landlord's agents, employees, licensees, invitees or contractors, and shall be responsible for maintaining and repairing the Access Road from and after the expiration or earlier termination of this Agreement, which costs shall be Landlord's sole responsibility.

7. **Interference.**

(a) Tenant shall operate the Tenant Facilities in compliance with all Federal Communications Commission ("FCC") requirements including those prohibiting interference to communications facilities of Landlord or other lessees or licensees of the Land, provided that the installation and operation of any such facilities predate the installation of the Tenant Facilities.

(b) Subsequent to the installation of the Tenant Facilities, Landlord will not, and will not permit its lessees or licensees to, install new equipment on or make any alterations to the Land or property contiguous thereto owned or controlled by Landlord, if such modifications are likely to cause interference with Tenant's operations. In the event interference occurs, Landlord agrees to use

best efforts to eliminate such interference in a reasonable time period. Landlord's failure to comply with this paragraph shall be a material breach of this Agreement.

8. **Taxes.** If personal property taxes are assessed, Tenant shall pay any portion of such taxes directly attributable to the Tenant Facilities. Landlord shall pay when due all real property taxes, assessments and deferred taxes on the Land.

9. **Waiver of Landlord's Lien.**

(a) Landlord waives any lien rights it may have concerning the Tenant Facilities, all of which are deemed Tenant's personal property and not fixtures, and Tenant has the right to remove the same at any time without Landlord's consent.

(b) Landlord acknowledges that Tenant has entered into a financing arrangement including promissory notes and financial and security agreements for the financing of the Tenant Facilities ("**Collateral**") with a third party financing entity (and may in the future enter into additional financing arrangements with other financing entities). In connection therewith, Landlord (i) consents to the installation of the Collateral; (ii) disclaims any interest in the Collateral, as fixtures or otherwise; and (iii) agrees that the Collateral shall be exempt from execution, foreclosure, sale, levy, attachment, or distress for any Rent due or to become due and that such Collateral may be removed at any time without recourse to legal proceedings.

10. **Termination.** This Agreement may be terminated without further liability on thirty (30) days prior written notice as follows: (i) by either party upon a default of any covenant or term hereof by the other party, which default is not cured within sixty (60) days of receipt of written notice of default, except that this Agreement shall not be terminated if the default cannot reasonably be cured within such sixty (60) day period and the defaulting party has commenced to cure the default within such sixty (60) day period and diligently pursues the cure to completion; provided that the grace period for any monetary default is ten (10) days from receipt of written notice; or (ii) by Tenant if it does not obtain or maintain any license, permit or other approval necessary for the construction and operation of the Tenant Facilities; or (iii) by Tenant if Tenant is unable to occupy and utilize the Premises due to an action of the FCC, including without limitation, a take back of channels or change in frequencies; or (iv) by Tenant if any environmental report for the Land reveals the presence of any Hazardous Material after the Term Commencement Date; or (v) by Tenant if Tenant determines that the Premises are not appropriate for its operations for economic or technological reasons, including, without limitation, signal interference; or (vi) by Tenant if the Landlord fails to deliver to Tenant an executed memorandum of agreement or non-disturbance and attornment agreement pursuant to Paragraphs 19(g) and (h) below.

11. **Destruction or Condemnation.** If the Premises or Tenant Facilities are damaged, destroyed, condemned or transferred in lieu of condemnation, Tenant may elect to terminate this Agreement as of the date of the damage, destruction, condemnation or transfer in lieu of condemnation by giving notice to Landlord no more than forty-five (45) days following the date of such damage, destruction, condemnation or transfer in lieu of condemnation. If Tenant chooses not to terminate this Agreement, Rent shall be reduced or abated in proportion to the actual reduction or abatement of use of the Premises.

12. **Insurance.**

(a) Tenant, at Tenant's sole cost and expense, shall procure and maintain commercial general liability ("CGL") insurance covering bodily injury and property damage with a combined single limit of at least One Million and 00/100 Dollars (\$1,000,000.00) per occurrence. Subject to the standard exclusions and limitations of CGL policies, such insurance shall insure, on an occurrence basis, against all liability of Tenant, its employees and agents arising out of or in connection with Tenant's use of the Premises, all as provided for herein. Within thirty (30) days following the Effective Date, Tenant shall provide Landlord with a certificate of insurance ("COI") evidencing the coverage required by this Paragraph 12. Alternatively, Tenant shall have the option of providing Landlord with evidence of such coverage electronically by providing to Landlord a Uniform Resource Locator ("URL") link to access Tenant's memorandum of insurance ("MOI") website in order for Landlord to review the coverage required by this Paragraph 12.

(b) Landlord, at Landlord's sole cost and expense, shall procure and maintain CGL insurance covering bodily injury and property damage with a combined single limit of at least One Million and 00/100 Dollars (\$1,000,000.00) per occurrence. Subject to the standard exclusions and limitations of CGL policies, such insurance shall insure, on an occurrence basis, against all liability of Landlord, its employees and agents arising out of or in connection with Landlord's use, occupancy and maintenance of the Land and Landlord's property located thereon. Within thirty (30) days following the Effective Date, Landlord shall provide Tenant with a COI evidencing the coverage required by this Paragraph 12. Alternatively, Landlord shall have the option of providing Tenant with

evidence of such coverage electronically by providing to Tenant a URL Link to access Landlord's MOI website in order for Tenant to review the coverage required by this Paragraph 12.

13. **Waiver of Subrogation.** Landlord and Tenant release each other and their respective principals, employees, representatives and agents, from any claims for damage to any person or to the Land or the Premises or to the Tenant Facilities or any other property thereon caused by, or that result from, risks insured against under any insurance policies carried by the parties and in force at the time of any such damage. Landlord and Tenant shall cause each insurance policy obtained by them to provide that the insurance company waives all right of recovery by way of subrogation against the other in connection with any damage covered by any policy. Neither Landlord nor Tenant shall be liable to the other for any damage caused by any of the risks insured against under any insurance policy required by Paragraph 12.

14. **Liability and Indemnity.** Landlord and Tenant shall each indemnify, defend and hold the other harmless from and against all claims, losses, liabilities, damages, costs, and expenses (including reasonable attorneys' and consultants' fees, costs and expenses) (collectively "Losses") arising from the indemnifying party's breach of any term or condition of this Agreement or from the negligence or willful misconduct of the indemnifying party or its agents, employees or contractors in or about the Land. The duties described in this Paragraph 14 shall apply as of the Effective Date of this Agreement and survive the termination of this Agreement.

15. **Assignment and Subletting.** Tenant may assign this Agreement, or sublet or license the Premises or any portion thereof, which shall be evidenced by written notice thereof to Landlord within a reasonable period of time thereafter. Upon assignment, Tenant shall be relieved of all future performance, liabilities, and obligations under this Agreement, provided that the assignee assumes all of Tenant's obligations herein. Landlord may assign this Agreement, which assignment may be evidenced by written notice to Tenant within a reasonable period of time thereafter, provided that the assignee assumes all of Landlord's obligations herein, including but not limited to, those set forth in Paragraph 9 ("Waiver of Landlord's Lien") above. This Agreement shall run with the Land and shall be binding upon and inure to the benefit of the parties, their respective successors, personal representatives, heirs and assigns. Notwithstanding anything to the contrary contained in this Agreement, Tenant may assign, mortgage, pledge, hypothecate or otherwise transfer without notice or consent its interest in this Agreement to any financing entity, or agent on behalf of any financing entity to whom Tenant (i) has obligations for borrowed money or in respect of guaranties thereof, (ii) has obligations evidenced by bonds, debentures, notes or similar instruments, or (iii) has obligations under or with respect to letters of credit, bankers acceptances and similar facilities or in respect of guaranties thereof.

16. **Warranty of Title and Quiet Enjoyment.** Landlord warrants that: (i) Landlord owns the Land in fee simple, has rights of access thereto from the nearest public roadway, which Tenant is legally permitted to use, and the Land and access rights are free and clear of all liens, encumbrances and restrictions except those of record as of the Effective Date; and (ii) Landlord covenants and agrees with Tenant that Tenant may peacefully and quietly enjoy the Premises and such access thereto, provided that Tenant is not in default hereunder after notice and expiration of all cure periods.

17. **Repairs.** Tenant shall repair any damage to the Premises or Land caused by the negligence or willful misconduct of Tenant. Except as set forth in Paragraph 6(a) above, upon expiration or termination hereof, Tenant shall repair the Premises to substantially the condition in which it existed upon start of construction, reasonable wear and tear and loss by casualty or other causes beyond Tenant's reasonable control excepted.

18. **Hazardous Material.**

(a) As of the Effective Date of this Agreement: (1) Tenant hereby represents and warrants that it shall not use, generate, handle, store or dispose of any Hazardous Material in, on, under, upon or affecting the Land in violation of any Environmental Law (as defined below), and (2) Landlord hereby represents and warrants that (i) it has no knowledge of the presence of any Hazardous Material located in, on, under, upon or affecting the Land in violation of any Environmental Law; (ii) no notice has been received by or on behalf of Landlord from, and Landlord has no knowledge that notice has been given to any predecessor owner or operator of the Land by, any governmental entity or any person or entity claiming any violation of, or requiring compliance with any Environmental Law for any environmental damage (or the presence of any Hazardous Material) in, on, under, upon or affecting the Land; and (iii) it will not permit itself or any third party to use, generate, handle, store or dispose of any Hazardous Material in, on, under, upon, or affecting the Land in violation of any Environmental Law.

(b) Without limiting Paragraph 14, Landlord and Tenant shall each indemnify, defend and hold the other harmless from and against all Losses (specifically including, without limitation, attorneys', engineers', consultants' and experts' fees, costs and

expenses) arising from (i) any breach of any representation or warranty made in this Paragraph 18 by such party; and/or (ii) environmental conditions or noncompliance with any Environmental Law (as defined below) that result, in the case of Tenant, from operations in or about the Land by Tenant or Tenant's agents, employees or contractors, and in the case of Landlord, from the ownership or control of, or operations in or about, the Land by Landlord or Landlord's predecessors in interest, and their respective agents, employees, contractors, tenants, guests or other parties. The provisions of this Paragraph 18 shall apply as of the Effective Date of this Agreement and survive termination of this Agreement.

(c) "Hazardous Material" means any solid, gaseous or liquid wastes (including hazardous wastes), regulated substances, pollutants or contaminants or terms of similar import, as such terms are defined in any Environmental Law, and shall include, without limitation, any petroleum or petroleum products or by-products, flammable explosives, radioactive materials, asbestos in any form, polychlorinated biphenyls and any other substance or material which constitutes a threat to health, safety, property or the environment or which has been or is in the future determined by any governmental entity to be prohibited, limited or regulated by any Environmental Law.

(d) "Environmental Law" means any and all present or future federal, state or local laws, rules, regulations, codes, ordinances, or by-laws, and any judicial or administrative interpretations thereof, including orders, decrees, judgments, rulings, directives or notices of violation, that create duties, obligations or liabilities with respect to: (i) human health; or (ii) environmental pollution, impairment or disruption, including, without limitation, laws governing the existence, use, storage, treatment, discharge, release, containment, transportation, generation, manufacture, refinement, handling, production, disposal, or management of any Hazardous Material, or otherwise regulating or providing for the protection of the environment.

19. Miscellaneous.

(a) This Agreement constitutes the entire agreement and understanding between the parties, and supersedes all offers, negotiations and other agreements concerning the subject matter contained herein. Any amendments to this Agreement must be in writing and executed by both parties.

(b) Both parties represent and warrant that their use of the Land and their real and personal property located thereon is in compliance with all applicable, valid and enforceable statutes, laws, ordinances and regulations of any competent government authority.

(c) If any provision of this Agreement is invalid or unenforceable with respect to any party, the remainder of this Agreement or the application of such provision to persons other than those as to whom it is held invalid or unenforceable, shall not be affected and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

(d) This Agreement shall be binding on and inure to the benefit of the successors and permitted assignees of the respective parties.

(e) Any notice or demand required to be given herein shall be made by certified or registered mail, return receipt requested, or reliable overnight courier to the address of the respective parties set forth below:

Landlord:

City of Craig
300 W. 4th Street
Craig, CO 81625
Attn: Jim Ferree
Phone: 970.826.2016

Tenant:

NEXTEL WEST CORP.
1255 Treat Boulevard, Suite 800
Walnut Creek, CA 94597
Attn: Property Services
Phone: 800.275.9084

With a copy to:

Nextel Communications, Inc.
2001 Edmund Halley Drive
Reston, VA 20191-3436
Attn: Contracts Manager - Legal

Landlord or Tenant may from time to time designate any other address for this purpose by written notice to the other party. All notices hereunder shall be deemed received upon actual receipt or refusal to accept delivery.

(f) This Agreement shall be governed by the laws of the State of Colorado.

(g) Landlord agrees to execute and deliver to Tenant a Memorandum of Agreement in the form annexed hereto as Exhibit C and acknowledges that such Memorandum of Agreement will be recorded by Tenant in the official records of the County where the Land is located.

(h) In the event the Land is encumbered by a mortgage or deed of trust, Landlord agrees to obtain and deliver to Tenant an executed and acknowledged non-disturbance and attornment instrument for each such mortgage or deed of trust in a recordable form reasonably acceptable to both parties.

(i) Landlord agrees to fully cooperate with Tenant (including obtaining and/or executing necessary documentation) to clear any outstanding title issues that could adversely affect Tenant's interest in the Premises created by this Agreement.

(j) In any case where the approval or consent of one party hereto is required, requested or otherwise to be given under this Agreement, such party shall not unreasonably delay or withhold its approval or consent.

(k) Each of the parties hereto represent and warrant that they have the right, power, legal capacity and authority to enter into and perform their respective obligations under this Agreement.

(l) Both parties took part in the negotiation of this Agreement and agree that legal concepts intended to construe the Agreement against the drafter will not apply against either party.

(m) In the event of any breach or default by either party, the other party shall be entitled to all rights and remedies provided for in this Agreement and/or available at law, in equity, by statute or otherwise, all of which rights and remedies shall be cumulative (and not exclusive).

(n) The captions and headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provision of this Agreement.

(o) All Recitals set forth above, and all Riders and Exhibits annexed hereto, form material parts of this Agreement and are hereby incorporated herein by this reference.

(p) This Agreement may be executed in duplicate counterparts, each of which shall be deemed an original.

20. Supplier Diversity. Nextel is committed to equal employment and vendor diversity. As part of this commitment, it is the policy of Nextel that small business concerns, veteran-owned small business concerns, HUBZone small business concerns, women-owned small business concerns, small disadvantaged business concerns (including 8(a) business concerns) and historically black colleges and universities and minority institutions ("Diverse Suppliers," as further defined below) shall have the maximum practicable opportunity to participate in performance of contracting between Nextel and its vendors. The term "Diverse Supplier(s)" shall mean and be defined as set forth in Federal Acquisition Regulation Part 19 and 13 C.F.R. Part 121. In addition, "Historically black colleges and universities," as included in the definition of "Diverse Suppliers" for purposes of this Agreement, shall mean and include institutions determined by the Secretary of Education to meet the requirements of 34 C.F.R. Section 608.2; any nonprofit research institution that was an integral part of such a college or university before November 14, 1986; and "Minority institutions," as included in the definition of "Diverse Suppliers" for purposes of this Agreement, shall mean institutions meeting the requirements of Section 1046(3) of the Higher Education Act of 1965 (20 U.S.C. §1135d-5(3)); and also Hispanic-serving institutions as defined in Section 316(b)(1) of such Act (20 U.S.C. §1059c(b)(1)). Landlord shall confirm in the space below whether or not Landlord reasonably believes it qualifies as a Diverse Supplier.

*****SIGNATURES ON FOLLOWING PAGE*****

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date of the last signature below.

LANDLORD:

City of Craig,
a municipal corporation

By: Jim Ferree

Name: Jim FERREE

Title: CITY MANAGER

Date: 7/12/05

Tax I.D.: 84-6000647

Diverse Supplier: Yes No

TENANT:

NEXTEL WEST CORP.,
a Delaware corporation,
d/b/a Nextel Communications

By: Alan Woydziak

Name: Alan Woydziak

Title: Director, Site Development

Date: 8/1/05

STATE OF COLORADO

COUNTY OF MOFFAT

On 7-12-05, before me, Gayle Zimmerman Notary Public, personally appeared SIM FERROE, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacity, and that by their signature on the instrument, the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Gayle Zimmerman (SEAL)
Notary Public

My commission expires: 6-10-08

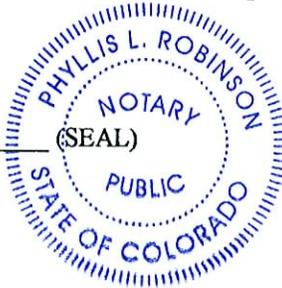
STATE OF COLORADO

COUNTY OF DOUGLAS

On 8/1/05, before me, Phyllis L. Robinson, Notary Public, personally appeared Alan Woydziak, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacity, and that by their signature on the instrument, the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Phyllis L. Robinson
Notary Public



My commission expires: 9/25/05

EXHIBIT A

DESCRIPTION OF LAND

to the Agreement dated 8/1, 2005, by and between The City of Craig, a municipal corporation, as Landlord, and NEXTEL WEST CORP., a Delaware corporation, d/b/a Nextel Communications, as Tenant.

The Land is described and/or depicted as follows (metes and bounds description):

Situated in the County of Moffat, State of Colorado:

A parcel of land in the SE1/4-NW1/4- of Section 36, Township 7 North, Range 91 West of the 6th P.M., Moffat County, Colorado:

Beginning at the NW Corner of Second State Addition as recorded under reception No.1 09064;

Thence S47°04'20"W 60.91 feet;

Thence S79°43'15"W, 168.25 feet;

Thence N81 °24'40"W, 132.78 feet to the NE Corner of that tract described in deed recorded in Book 298 at Page 423; Thence N75°10'42"W along the northerly line of said tract for 193.05 feet;

Thence N64°32'24"W, along said northerly line for 268.02 feet to the NE Corner of said tract, which point is on the West line of the SE1/4-NW1/4- of Section 36;

Thence N00°04' 19"W along said West line for 637.46 feet to the NW Corner of said SE1/4-NW1/4-;

Thence N89°46'05"E along the North line of said SE1/4-NW1/4- for 1332.51 feet to the NE Corner of the said SE1/4.NW1/4-;

Thence S00°06'26"W along the East line of the said SE1/4-NW1/4- for 541.05 feet to the point of Easterly extension of the North line of said Second State Addition;

Thence S83°41 '48"W along said line and its Easterly extension for 65.40 feet;

Thence N72°08'12"W along said North line for 140.0 feet;

Thence S79°24'48"W along said North line for 187.50 feet;

Thence S39°29'48"W along said North line for 279.97 feet to the point of beginning.

LESS AND EXCEPTING a tract of land in the SE1/4-NW1/4-, Section 36, T7N, R91 W, of the 6th P.M., conveyed to The Mountain States Telephone and Telegraph Company, more particularly described as follows:

Beginning at a point which lies S50°47'E, 2399.5 feet from the NW corner of Section 36, T7N, R91W of the 6th P.M.;

Thence S01°09' E 208.7 feet;

Thence N88°52'E 208.7 feet;

Thence N01°09'W 208.7 feet;

Thence S88°52'W 208.7 feet to the point of beginning.

SUBJECT TO an easement for an access road and for communication systems as the Grantees may from time to time require, consisting of buried cables and all necessary appurtenances. Said right of way and easement being a strip of land in the SE1/4-NW1/4-, Section 36, T7N, R91 W of the 6th P.M., more particularly described as follows: A strip of land 20 feet wide being 10 feet on each side of the following described center line;

Beginning at a point which lies S00°13'W, 1546.0 feet from the N1/4- corner of Section 36, T7N, R91W, of the 6th P.M.;

Thence S89°05'W 256.1 feet;

Thence S73°49'W, 330.0 feet;

Thence N82°00'W for a distance of 147.7 feet.

LESS AND EXCEPTING a tract of land situated within the SE1/4-NW1/4-, Section 36, Township 7 North, Range 91 West, of the 6th P.M.;

Beginning at the N1/4. Corner of said Section 36; thence S00°06'26"W along the East line of the NW1/4- of Section 36, a distance of 1355.18 feet to the Northeast Corner and True Point of Beginning of the tract herein described;

Thence S00°06'26"W, along the East line of the tract herein described a distance of 188.0 feet to the Southeast Corner;

Thence N89°53'34"W along the South line of the tract herein described a distance of 237.0 feet to an angle point on the South line;

Thence N45°43'23"W 48.8 feet to an angle point on the West line of the tract;

Thence N00°06'26"E along the West line of the tract herein described, a distance of 154.0 feet to the Northwest Corner;

Thence S89°53'34"E, along the North line of the tract herein described, a distance of 272.0 feet to the said Northeast Corner and True Point of Beginning.

APN 065736200901

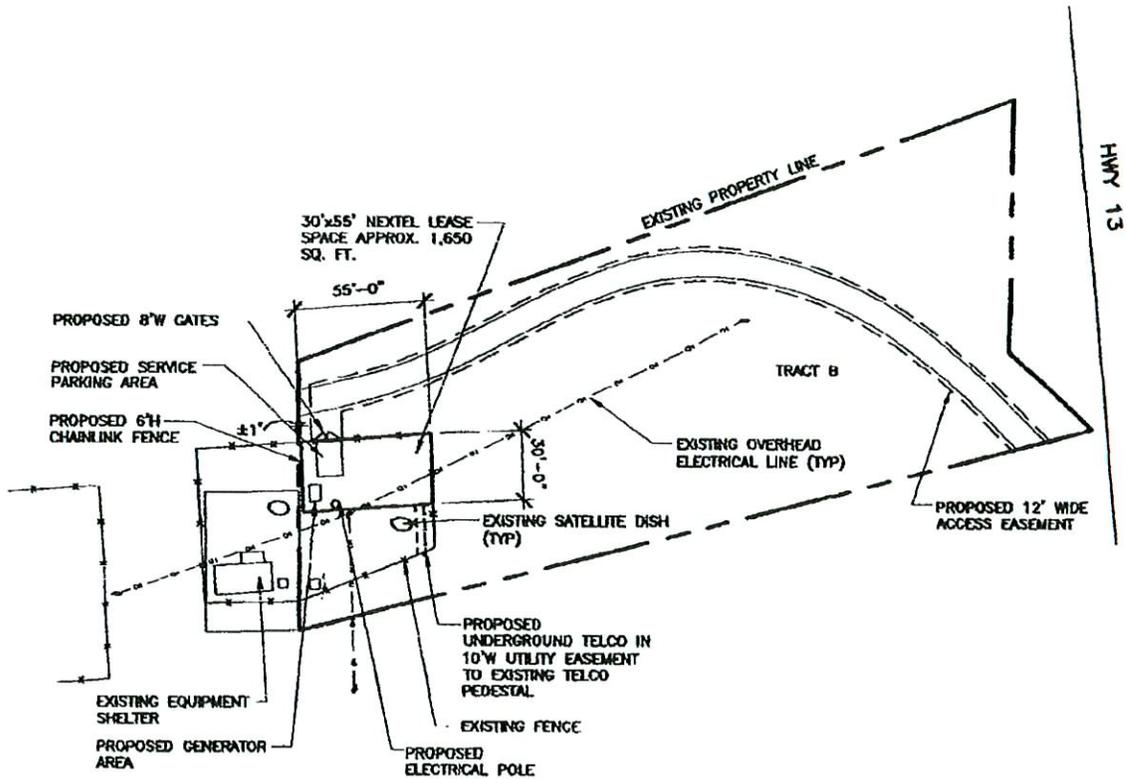


EXHIBIT B

DESCRIPTION OF PREMISES

to the Agreement dated 8/1, 2005, by and between The City of Craig, a municipal corporation, as Landlord and NEXTEL WEST CORP., a Delaware corporation, d/b/a Nextel Communications, as Tenant.

The Premises are described and/or depicted as follows:



APN: 065736200901
SITE ADDRESS:
T7N R91W SEC 36
MOFFAT COUNTY, COLORADO

DRAWN BY: Sean Pendleton, CSAi
DATE: 6/10/05

SITE DIAGRAM

NOT TO SCALE



Lessee's Initial

Lessor's Initial

J.F.

Notes:

1. Tenant may replace this Exhibit with a survey of the Premises once Tenant receives it.
2. The Premises shall be setback from the Land's boundaries as required by the applicable governmental authorities.
3. The access road's width will be the width required by the applicable governmental authorities, including police and fire departments.
4. Without in any way limiting Paragraph 6 (or Tenant's right to make future changes), Tenant intends to initially install up to twelve (12) antennas, fifteen (15) coaxial cables and three GPS signal units and connections. The type, number, mounting positions and locations of antennas and transmission lines are illustrative only. The actual types, numbers, mounting positions and locations may vary from what is shown above.
5. The locations of any utility easements are illustrative only. The actual locations will be determined by the servicing utility company in compliance with all local laws and regulations.

[Handwritten signature]

EXHIBIT C

to the Agreement dated August 1, 2005, by and between <Landlord>, <Entity>, as Landlord, and NEXTEL WEST CORP., a Delaware corporation, d/b/a Nextel Communications, as Tenant.

RECORDED AT REQUEST OF, AND WHEN RECORDED RETURN TO:

Nextel West Corp.
1255 Treat Boulevard, Suite 800
Walnut Creek, CA 94597
Attn: Property Services

MEMORANDUM OF AGREEMENT

<Site Number> / <Site Name>

APN: <APN>

This MEMORANDUM OF AGREEMENT is entered into on _____, 200____, by <Landlord>, <Entity>, with an address at <Address>, <City>, <State>, <Zip> (hereinafter referred to as "Owner" or "Landlord") and NEXTEL WEST CORP., a Delaware corporation, d/b/a Nextel Communications, with an office at 333 Inverness Drive South, Englewood, Colorado 80112 (hereinafter referred to as "Nextel" or "Tenant").

1. Landlord and Nextel entered into a Communications Site Lease Agreement ("Agreement") dated as of _____, 200____, effective upon full execution of the parties ("Effective Date") for the purpose of Nextel undertaking certain Investigations and Tests and, upon finding the Land appropriate, for the purpose of installing, operating and maintaining a communications facility and other improvements. All of the foregoing is set forth in the Agreement.

2. The term of Nextel's tenancy under the Agreement is for five (5) years commencing on [commercial operation/the start of construction] of the Tenant Facilities or eighteen (18) months following the Effective Date, whichever first occurs ("Term Commencement Date"), and terminating on the fifth anniversary of the Term Commencement Date with five (5) successive five (5) year options to renew.

3. The Land that is the subject of the Agreement is described in Exhibit A annexed hereto. The portion of the Land being leased to Tenant and all necessary access and utility easements (the "Premises") are set forth in the Agreement.

In witness whereof, the parties have executed this Memorandum of Agreement as of the day and year first written above.

LANDLORD:

<Landlord>,
<Entity>

TENANT:

NEXTEL WEST CORP.,
a Delaware corporation,
d/b/a Nextel Communications

By: EXHIBIT ONLY – DO NOT EXECUTE

By: EXHIBIT ONLY – DO NOT EXECUTE

Name: _____

Name: Alan Woydziak

Title: _____

Title: Director, Site Development

Date: _____

Date: _____

STATE OF

COUNTY OF

On _____, before me, _____, Notary Public, personally appeared <Landlord>, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacity, and that by their signature on the instrument, the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Notary Public

My commission expires: _____

STATE OF COLORADO

COUNTY OF DOUGLAS

On _____, before me, _____, Notary Public, personally appeared **Alan Woydziak**, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacity, and that by their signature on the instrument, the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Notary Public

My commission expires: _____



5900 Broken Sound Parkway NW
Boca Raton, FL 33487-2797

sbsite.com

VIA EXPRESS MAIL

May 24, 2012

City of Craig
300 W 4th St
Craig, CO 81623

Re: Lease with SBA Monarch Towers I, LLC with respect to certain real property (the "Property") located at 1290 N. Ranney St (APN: 065736200901), Craig, CO 81625 (the "Lease");
Mobilitie Site Id #: 1CO20432 Mobilitie Site Name: Sand Rocks
SBA Site Id #: CO40062-A SBA Site Name: Sand Rocks

To Whom It May Concern:

As you know, SBA Communications Corporation ("SBA") recently acquired ownership of Mobilitie Investments, LLC and changed its name to SBA Monarch Towers I, LLC (your "Tenant"). SBA is a first choice provider and leading owner and operator of wireless communications infrastructure in North and Central America. For more information regarding SBA, please visit: www.sbsite.com.

Your Tenant or one of its affiliates is obtaining financing (the "Loan") from a lender (together with its successors and assigns, the "Lender"), and will be pledging its interest in the Lease as collateral for the Loan and the Lender is requesting confirmation of certain matters regarding the Lease. We therefore request that you agree, except to the extent the Lease grants greater rights or protections to Tenant or Lender, that the following provisions shall apply with respect to the Lease:

(a) If Lender exercises any rights of Tenant under the Lease, including the right to exercise any renewal option(s) or purchase option(s) set forth in the Lease, you agree to accept such exercise of rights by Lender as if same had been exercised by Tenant, and Tenant, by signing below, confirms its agreement with this provision.

(b) If there is a monetary default by Tenant under the Lease, you will accept the cure thereof by Lender within fifteen (15) days after the expiration of any grace period provided to Tenant under the Lease to cure such default, prior to terminating the Lease. If there is a non-monetary default by Tenant under the Lease, Landlord will accept the cure thereof by Lender within thirty (30) days after the expiration of any grace period provided to Tenant under the Lease to cure such default, prior to terminating the Lease.

(c) The Lease may not be amended in any respect which would be reasonably likely to have a material adverse effect on Lender's interest therein or surrendered, terminated or cancelled, without the prior written consent of Lender.

(d) If the Lease is terminated as result of a Tenant default or is rejected in any bankruptcy proceeding, you will enter into a new lease with Lender or its designee on the same terms as the Lease within 15 days of Lender's request made within 30 days of notice of such termination or rejection, provided Lender pays all past due amounts under the Lease. However, this is not applicable to normal expirations of the lease term.

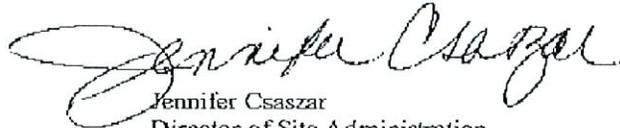
This letter shall be binding on Landlord and Tenant and their respective successors and assigns and shall inure to the benefit of Lender.

Please indicate your agreement to the foregoing matters by countersigning this letter in the space provided below and returning an original, countersigned copy of this letter to Tenant in the enclosed prepaid Federal Express envelope. You may also return the countersigned copy to Tenant by fax at 561.226.3556 or by sending a scanned copy by email to jmattam@sbsite.com.

SBA Monarch Towers I, LLC appreciates your cooperation in this matter. If you have any questions please telephone Joyce Mattam at 1-800-487-7483 ext. 9904.

Thank you for your assistance in this matter.

Sincerely,


Jennifer Csaszar
Director of Site Administration

Confirmed and agreed:

Landlord: City of Craig

By: Bruce M. Nelson, Finance Director

Bruce M. Nelson

Date: June 1, 2012

SBA Monarch Towers I, LLC, as Tenant, hereby signs below for the purpose of agreeing to the provisions of the letter above.

SBA Monarch Towers I, LLC

By: _____

Thomas P. Hunt
Senior Vice President and General Counsel





ADDRESS AND CONTACT INFORMATION CONFIRMATION

This form is meant to confirm the contact information we have on record. If there are any corrections to be made, please make them on this form and sign where indicated. No changes will be processed without a signature. Please return this form to the address below or you may fax them directly to Site Administration at 561-226-3501 or email them to rcranick@sbsite.com.

CO40062-A-0
Sand Rocks

Contact Information:

Name	City of Craig
Business Name (if different from above)	
Address (number, street, etc.)	300 W 4th St,
City, State and Zip Code	Craig, CO 81623
Phone Number	970-826-2007
Fax Number	970-826-7035
Email Address	bnelson@ci.craig.co.us ci

I/we Bruce M. Nelson (please print name) acknowledge that the above information is correct and accurate.

Signed: 

Signed: _____

Date: 05-31-12