

## CO-LOCATION AGREEMENT

This Tower Lease and Co-Location Agreement, made this \_\_\_\_ day of June, 2020 (the "Effective Date"), between SBT Towers LLC, a Utah Limited Liability Company, with its principal offices located at 875 West 1200 South, Vernal, Utah 84078, hereinafter designated LESSOR, and the City of Grand Junction, Colorado, with its principal office at 555 Ute Avenue, Grand Junction, Colorado 81501, hereinafter designated LESSEE. LESSOR and LESSEE are at times collectively referred to hereinafter as the "Parties" or individually as a "Party."

### RECITALS

A. LESSOR is the tenant under that certain Grand Junction Land Company LLC Communications Site Lease Agreement dated August 1, 2012; Addendum to Grand Junction Land Company LLC Communications Site Lease Agreement dated August 1, 2012; and Addendum and First Amendment and Assignment dated July 15, 2014 (together, the "Prime Lease"), with Grand Junction Land Company, LLC, a Colorado limited liability company (the "Prime Landlord"), pursuant to which LESSOR operates a communications facility comprised of a communications tower (as it may be updated or replaced, the "Tower") and ground space, all located on a portion of real property (the "Leased Property"), which property is more particularly described pursuant to the Prime Lease attached hereto as Exhibit "A", incorporated herein by this reference (the "Property").

B. LESSOR wishes to sublease to LESSEE, and LESSEE wishes to sublease from LESSOR, a portion of the ground space on the Leased Property and space on the Tower as locations for LESSEE's communications facility.

**NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS CONTAINED HEREIN AND FOR OTHER GOOD AND VALUABLE CONSIDERATION**, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto agree as follows:

1. **PREMISES**. LESSOR hereby leases to the LESSEE certain space on the Tower (the "Tower Space"), together with the designated portion of the Leased Property ("Ground Space"; the Tower Space and Ground Space are collectively referred to herein as the "Premises"), including air space above such Ground Space, in a secured area within the existing compound as shown on Exhibit "B" as locations for LESSEE's wireless communications facility ("Communications Facility"); together with the right to utilize the Prime Lease, which consists of a nonexclusive right and easement during the term of this Agreement for ingress and egress, on foot or motor vehicle, including trucks, cranes, backhoes, graders, and other heavy equipment for the sole purpose of installation and maintenance of the Communications Facility. LESSEE shall use the Premises only for the purpose of constructing, maintaining, upgrading, installing, repairing, and operating its Communications Facility and uses incidental thereto, and the access road for the purpose of constructing, upgrading, installing, repairing and operating its

Communications Facility and for no other purpose. A list of the LESSEE's equipment to be installed in the Premises is attached hereto as Exhibit "C".

At least sixty (60) days prior to construction or material modification of any improvements on the Premises shown on Exhibit "B" or any material changes or modifications to Exhibit "B" and/or "C", LESSEE shall submit plans for such modifications to LESSOR for LESSOR's approval. LESSOR shall approve or deny said plan or modifications, not to be unreasonably withheld, within thirty (30) days after LESSOR's receipt of the same; provided, however, that LESSEE shall make any changes to the plans reasonably requested by LESSOR within such 30-day period that are necessary for LESSOR's approval. LESSEE will maintain the Premises and all of LESSEE's improvements on the Premises in a good, clean and operable condition.

Notwithstanding the foregoing, any modification of equipment located wholly within the Ground Space and all changes to equipment on the Tower Space, including additions to, or replacements, upgrades or alterations of substantially the same or lesser size on the Tower and do not increase the load on the Tower, and occupies the same position, specifically the elevation are exempt from prior approval, but are subject to inspection. If any such equipment or changes are found to have substantially increased the load on the Tower in any way, or if the added, upgraded, replacement or altered equipment is not in the same position on the Tower as the original equipment occupied, then the LESSOR can change the rate of rental appropriately for the remainder of the current term in accordance with commercially reasonable standards for similar installations. If any such equipment or changes are found to have substantially decreased the load on the Tower in any way, then the LESSOR shall change the rate of rental appropriately for the remainder of the current term in accordance with commercially reasonable standards. However, the reductions in rent shall only occur on an annual basis on the anniversary of the effective date with no right for a retroactive reduction of rental amounts. In no event shall monthly rent drop below \$1,000.00 per month, even if equipment or changes are found to have substantially decreased the load on the Tower.

The Premises is part of the Leased Property specifically leased to LESSOR by the Prime Landlord under the Prime Lease. The Parties agree that this Agreement is subject to the terms and conditions of the Prime Lease attached hereto as Exhibit "A" and incorporated herein by this reference. All rights and activities of the Parties shall conform to and comply with the Prime Lease. This Agreement does not create a contract between LESSEE and the Prime Landlord. This Agreement shall terminate no later than the effective date of the expiration or earlier termination by the Prime Landlord of the Prime Lease, as may be extended, and LESSOR will not have any liability to LESSEE for such termination; provided, however, LESSOR shall timely exercise all extension or renewal terms under the Prime Lease and in no event shall LESSOR terminate the Prime Lease without the prior written consent of the LESSEE. LESSOR shall not agree to amend the Prime Lease in a manner that adversely affects LESSEE's rights hereunder without LESSEE's prior written consent, which may be withheld at LESSEE's sole discretion.

2. **SURVEY**. LESSOR also hereby grants to LESSEE the right to survey the Leased Property and Premises. Cost for such work shall be borne by the LESSEE.

3. **TERM; RENTAL; ELECTRICAL.**

a. Subject to the term of the Prime Lease, this Agreement shall be effective on the Effective Date and commence for an initial term which shall consist of the period from the Effective Date until July 31, 2025 ("Initial Term"), and will automatically renew for five year terms as defined in Section 4, unless the Prime Lease expires earlier, in which case, this Agreement will be co-terminus with the Prime Lease and expire upon expiration of the Prime Lease. In the event that the Prime Lease is terminated by the election of the Landlord or due to the expiration of a term (rather than by reason of default or breach), LESSOR shall bear no liability to LESSEE by reason of the early termination.

b. Commencing on the first day of the month following the date that LESSEE commences construction (the "Rent Commencement Date"), LESSEE will pay LESSOR on or before the fifth (5th) day of each calendar month in advance, One Thousand One Hundred and No/100 Dollars (\$1,100.00) per month (the "Rent") (as such Rent shall increase annually as provided herein). In any partial months occurring after the Rent Commencement Date, to be prorated. Rent paid to LESSOR or to such other person, firm or place as LESSOR may, from time to time, designate in writing at least thirty (30) days in advance of any rental payment date by notice given in accordance with Section 23 below.

c. LESSOR shall, at all times during the Term, permit the local utility service to provide electrical service within the Premises. LESSEE shall furnish and install an electrical meter at the Premises for the measurement of electrical power used by LESSEE's installation. LESSEE shall pay the utility directly for its power consumption. LESSEE shall be permitted at any time during the Term, to install, maintain and/or provide access to and use of, as necessary (during any power interruption at the Premises), a temporary power source, and all related equipment and appurtenances within the Premises, or elsewhere on the Leased Property in such locations as reasonably approved by LESSOR. LESSEE shall have the right to install conduits connecting the temporary power source and related appurtenances to the Premises.

4. **EXTENSIONS.** Subject to the terms of the Prime Lease attached hereto as Exhibit "A", this Agreement shall automatically be extended for four (4) additional five (5) year terms unless LESSEE terminates it at the end of the then current term by giving LESSOR written notice of termination at least six (6) months prior to the end of the then current term.

5. **RENTAL INCREASES.** Commencing on the first anniversary of the Rent Commencement Date and continuing throughout the Term (as defined below), the annual rental shall increase by 2% each year over the annual Rent due during the immediately preceding lease year.

6. **ADDITIONAL EXTENSIONS.** LESSOR or LESSEE may terminate this Agreement at the end of the fourth (4th) five (5) year term ("Last Extended Term") or any Annual Extension thereafter by written notice delivered not less than six (6) months prior to the end of the then-current term. If, neither LESSOR or LESSEE has delivered written notice of its termination of this Agreement, then upon the expiration of the Last Extended Term, this Agreement shall continue in force upon the same covenants, terms and conditions for a further

term of one (1) year ("Annual Extension"), and for Annual Extension terms thereafter until terminated by either Party or the expiration of the Prime Lease. The Rent for the first Annual Extensions shall be equal to the Rent paid for the last year of the Last Extended Term increased by 2%, and Rent shall increase by 2% each year thereafter. The annual rental shall continue to be paid in monthly installments, as provided in Paragraph 3b., above, during such Annual Extensions.

7. **TAXES.** LESSEE shall have the responsibility to pay any personal property, real estate taxes, assessments, or charges owed on the Property which LESSOR demonstrates is the result of LESSEE's use of the Premises and/or the installation, maintenance, and operation of the Communication Facility, and any sales tax imposed on the rent (except to the extent that LESSEE is or may become exempt from the payment of sales tax in the jurisdiction in which the Property is located), including any increase in real estate taxes at the Property which LESSOR demonstrates arises from the LESSEE's improvements and/or LESSEE's use of the Premises. LESSOR and LESSEE shall each be responsible for the payment of any taxes, levies, assessments and other charges, including franchise and similar taxes, imposed upon the business conducted by LESSOR or LESSEE at the Property. Notwithstanding the foregoing, LESSEE shall not have the obligation to pay any tax, assessment, or charge that LESSEE is disputing in good faith in appropriate proceedings prior to a final determination that such tax is properly assessed provided that no lien attaches to the Property. Nothing in this Paragraph shall be construed as making LESSEE liable for any portion of LESSOR's taxes in connection with any Property or otherwise. Except as set forth in this Paragraph, LESSOR shall have the responsibility to pay any personal property, real estate taxes, assessments, or charges owed on the Property and shall do so prior to the imposition of any lien on the Property.

LESSEE shall have the right, at its sole option and at its sole cost and expense, to appeal, challenge or seek modification of any tax assessment or billing for which LESSEE is wholly or partly responsible for payment. LESSOR shall reasonably cooperate with LESSEE at LESSEE's expense in filing, prosecuting and perfecting any appeal or challenge to taxes as set forth in the preceding sentence, including but not limited to, executing any consent, appeal or other similar document. In the event that, as a result of any appeal or challenge by LESSEE, there is a reduction, credit or repayment received by the LESSOR for any taxes previously paid by LESSEE, LESSOR agrees to promptly reimburse to LESSEE the amount of said reduction, credit or repayment. In the event that LESSEE does not have the standing rights to pursue a good faith and reasonable dispute of any taxes under this paragraph, LESSOR will pursue such dispute at LESSEE's sole cost and expense upon written request of LESSEE.

8. **USE; GOVERNMENTAL APPROVALS.** LESSEE shall use the Premises for the purpose of constructing, maintaining, repairing and operating a communications facility and uses incidental thereto. All improvements, Exhibit "B" equipment, antennas and conduits shall be at LESSEE's expense and their installation shall be in accordance with approved construction drawings, unless changes or alterations are approved by LESSOR. It is understood and agreed that LESSEE's ability to use the Premises is contingent upon its obtaining after the execution date of this Agreement all of the certificates, permits and other approvals (collectively the

“Governmental Approvals”) that may be required by any Federal, State or Local authorities as well as satisfactory soil boring tests and structural analysis which will permit LESSEE’s use of the Premises as set forth above. LESSOR shall cooperate with LESSEE in its effort to obtain such approvals and shall take no action which would adversely affect the status of the Leased Property with respect to the proposed use thereof by LESSEE. In the event that (i) any of such applications for Governmental Approvals should be finally rejected; (ii) if, due to no fault or failure to act by LESSEE, any Governmental Approval issued to LESSEE is canceled, expires, lapses, or is otherwise withdrawn or terminated by governmental authority; (iii) LESSEE determines that Governmental Approvals may not be obtained in a timely manner; or (iv) LESSEE determines that any soil boring tests or structural analysis is unsatisfactory; provided, LESSEE’s right to terminate this Agreement pursuant to romanette (i & iv) above, may only be exercised within one hundred twenty (120) days after the Commencement Date. Notice of LESSEE’s exercise of its right to terminate shall be given to LESSOR in writing by certified mail, return receipt requested, and shall be effective upon the mailing of such notice by LESSEE. All rentals paid to said termination date shall be retained by LESSOR. Upon such termination, this Agreement shall be of no further force or effect except to the extent of the representations, warranties and indemnities made by each Party to the other hereunder. Otherwise, the LESSEE shall have no further obligations for the payment of Rent to LESSOR.

9. **INDEMNIFICATION.** Subject to Paragraph 10 below, LESSOR shall indemnify and hold the LESSEE, its officers, employees and agents harmless against any claim of liability or loss from personal injury or property damage resulting from or arising out of the negligence or willful misconduct of the indemnifying Party, its employees, contractors or agents, except to the extent such claims or damages may be due to or caused by the negligence or willful misconduct of the other Party, or its employees, contractors or agents.

Subject to Paragraph 10 below, to the extent authorized by law, LESSEE shall indemnify and hold the LESSOR, its officers, employees and agents harmless against any claim of liability or loss from personal injury or property damage resulting from or arising out of the negligence or willful misconduct of the indemnifying Party, its employees, contractors or agents, except to the extent such claims or damages may be due or caused by the negligence or willful misconduct of the other Party, or its employees, contractors or agents.

10. **INSURANCE.**

a. The Parties hereby waive and release any and all rights of action for negligence against the other which may hereafter arise on account of damage to the Premises, Leased Property or to the Property, resulting from any fire, or other casualty of the kind covered by standard fire insurance policies or self-insurance with extended coverage, regardless of whether or not, or in what amounts, such insurance is now or hereafter carried by the Parties, or either of them. These waivers and releases shall apply between the Parties and they shall also apply to any claims under or through either Party as a result of any asserted right of subrogation. All such policies of insurance obtained by either Party concerning the Premises, Leased Property or the Property shall waive the insurer’s right of subrogation against the other Party. LESSEE’s self-

insurance property coverage shall include LESSOR as a joint loss payee in lieu of an endorsement.

b. LESSOR and LESSEE each agree that at its own cost and expense, each will maintain commercial general liability insurance per ISO form CG 00 01 or its equivalent with limits of \$1,000,000 for injury to or death of one or more persons in any one occurrence and \$500,000 for damage or destruction to property in any one occurrence. LESSOR and LESSEE each agree that it will include the other Party as an additional insured. Notwithstanding the foregoing, LESSEE may, in its sole discretion, self-insure any of the required insurance under the same terms as required by this Agreement.

11. **LIMITATION OF LIABILITY.** Except for indemnification pursuant to paragraphs 9 and 31, neither Party shall be liable to the other, or any of their respective agents, representatives, employees, for any lost revenue, lost profits, loss of technology, rights or services, incidental, punitive, indirect, special or consequential damages, loss of data, or interruption or loss of use of service, even if advised of the possibility of such damages, whether under theory of contract, tort (including negligence), strict liability or otherwise.

12. **ACCESS TO TOWER and PREMISES.** LESSOR agrees LESSEE shall have free access to the Premises across the Property and Leased Premises, pursuant to the Prime Lease, at all times for the purpose of operating, installing, repairing, and maintaining LESSEE's Communication Facility. It is agreed, however, that only authorized engineers, employees or properly authorized contractors of LESSEE or persons under their direct supervision will be permitted to enter the Premises.

13. **TOWER COMPLIANCE.** LESSOR covenants that it will keep the Tower in good repair as required by all Laws (as defined in Paragraph 35 below). The LESSOR shall also comply with all rules and regulations enforced by the Federal Communications Commission with regard to the lighting, marking and painting of towers. If the LESSOR fails to make such repairs, including maintenance within thirty (30) days after receiving written notice, LESSEE may make the repairs and the costs thereof shall be payable to LESSEE by LESSOR on demand together with interest thereon from the date of payment at the greater of (i) ten percent (10%) per annum, or (ii) the highest rate permitted by applicable Laws. If the LESSOR does not make payment to the LESSEE within forty-five (45) days after such demand, the LESSEE shall have the right to deduct the costs of the repairs from the succeeding monthly Rent amounts normally due from the LESSEE to the LESSOR.

LESSEE covenants that it will keep their utility wires, poles, cables, conduits, and pipes, building(s), antenna(s), transmission lines and other portions of its Communications Facility in good repair. If LESSEE fails to make such repairs including maintenance then LESSOR may make the repairs and the costs thereof shall be payable to the LESSOR by the LESSEE on demand together with interest thereon from the date of payment at the greater of (i) ten percent (10%) per annum, or (ii) the highest rate permitted by applicable Laws. If LESSEE does not make payment to the LESSOR within ten (10) days after such demand, the LESSOR shall have

the right to add the costs of the repairs from the succeeding monthly rental amounts normally due from LESSEE to LESSOR.

No materials may be used by either Party in the installation of the antennas or transmission lines that will cause corrosion or rust or deterioration of the Tower structure or its appurtenances.

Not later than fifteen (15) days following the execution of this Agreement, LESSEE shall supply to LESSOR copies of any structural analysis reports that may have been done with respect to the Tower and throughout the Term; LESSOR shall also supply to LESSEE copies of any structural analysis reports that may have been done with respect to the Tower and throughout the Term, after the completion of the same.

14. **INTERFERENCE.** LESSEE agrees to install equipment of the type and frequency which will not cause harmful interference which is measurable in accordance with then existing industry standards to any equipment of LESSOR or other lessees of the Leased Property which existed on the Leased Property prior to the date this Agreement is executed by the Parties, provided that such pre-existing equipment is operated within its respective licensed frequencies and in compliance with manufacturer's regulations. In the event any after-installed LESSEE's equipment causes such interference, and after LESSOR has notified LESSEE in writing of such interference, LESSEE will take all commercially reasonable steps necessary to correct and eliminate the interference, including but not limited to, at LESSEE's option, powering down such equipment and later powering up such equipment for intermittent testing. In no event will LESSOR be entitled to terminate this Agreement or require the relocation of the equipment as long as LESSEE is making a good faith effort to remedy the interference issue. LESSOR agrees that LESSOR and/or any other tenants of the Leased Property who currently have or in the future take possession of the Leased Property will be permitted to install only such equipment that is of the type and frequency which will not cause harmful interference which is measurable in accordance with then existing industry standards to the then existing equipment of LESSEE. In the event any after-installed equipment of LESSOR and/or any other tenants of the Leased Property causes such interference, and after LESSEE has notified LESSOR in writing of the source of such interference, LESSOR will take all commercially reasonable steps necessary to correct and eliminate the interference within 72-hours after notice thereof. The Parties acknowledge that there will not be an adequate remedy at law for noncompliance with the provisions of this Paragraph and therefore, either Party shall have the right to equitable remedies, such as, without limitation, injunctive relief and specific performance. For the purposes of this Agreement, "interference" may include, but is not limited to, any use on the Leased Property that causes electronic or physical obstruction with or degradation of the communications signals from the Communication Facility.

15. **REMOVAL AT END OF TERM.** LESSEE shall, upon expiration of the Term, or within ninety (90) days after any earlier termination of the Agreement, remove its antenna(s), equipment, conduits, fixtures and all personal property and restore the Premises to its original condition, reasonable wear and tear and casualty damage excepted. LESSOR agrees and acknowledges that all of the equipment, conduits, fixtures and personal property of LESSEE

shall remain the personal property of LESSEE and LESSEE shall have the right to remove the same at any time during the Term, whether or not said items are considered fixtures and attachments to real property under applicable Laws. If such time for removal causes LESSEE to remain on the Premises after termination of this Agreement, LESSEE shall pay Rent at the then existing monthly rate or on the existing monthly pro-rata basis if based upon a longer payment term, until such time as the removal of the Communications Facility is completed.

16. **HOLDOVER.** LESSEE has no right to retain possession of the Premises or any part thereof beyond the expiration of that removal period set forth in Section 15 herein, unless the Parties are negotiating a new lease or lease extension in good faith. In the event that the Parties are not in the process of negotiating a new lease or lease extension in good faith, LESSEE holds over in violation of Sections 15 and 16, then the Rent then in effect payable from and after the time of the expiration or earlier removal period set forth in Section 15 shall be equal to the Rent applicable during the month immediately preceding such expiration or earlier termination.

17. **RIGHTS UPON SALE.** Should LESSOR, at any time during the Term decide (i) to sell or transfer all or any part of the Leased Property or the Tower thereon to a purchaser or lessor other than LESSEE, or (ii) to grant to a third party by easement or other legal instrument an interest in and to that portion of the Tower and or Leased Property occupied by LESSEE, or a larger portion thereof, for the purpose of operating and maintaining communications facilities or the management thereof, such sale or grant of an easement or interest therein shall be under and subject to this Agreement and any such purchaser, assignee, or transferee shall recognize LESSEE's rights hereunder under the terms of this Agreement. To the extent that LESSOR grants to a third party by easement or other legal instrument an interest in and to that portion of the Tower and/or Leased Property occupied by LESSEE for the purpose of operating and maintaining communications facilities or the management thereof and in conjunction therewith, assigns this Agreement to said third party, LESSOR shall be released from its obligations to LESSEE under this Agreement, and LESSEE shall have the right to look to the third party for the full performance of this Agreement.

18. **QUIET ENJOYMENT.** LESSOR covenants that LESSEE, on paying the rent and performing the covenants herein, LESSEE shall have a non-exclusive right to peaceably and quietly have, hold and enjoy the Premises.

19. **TITLE.** LESSOR represents and warrants to LESSEE as of the execution date of this Agreement, and covenants during the Term that LESSOR is seized of good and sufficient title and interest to the Leased Property and has full authority to enter into and execute this Agreement. LESSOR further covenants during the Term that there are no liens, judgments or impediments of title on the Leased Property, or affecting LESSOR's title to the same and that there are no covenants, easements or restrictions which prevent or adversely affect the use or occupancy of the Premises by LESSEE as set forth above.

20. **INTEGRATION.** It is agreed and understood that this Agreement contains all agreements, promises and understandings between LESSOR and LESSEE and that no verbal or oral agreements, promises or understandings shall be binding upon either LESSOR or LESSEE



in any dispute, controversy or proceeding at law, and any addition, variation or modification to this Agreement shall be void and ineffective unless made in writing signed by the Parties or in a written acknowledgment. In the event any provision of the Agreement is found to be invalid or unenforceable, such finding shall not affect the validity and enforceability of the remaining provisions of this Agreement. The failure of either Party to insist upon strict performance of any of the terms or conditions of this Agreement or to exercise any of its rights under the Agreement shall not waive such rights and such Party shall have the right to enforce such rights at any time and take such action as may be lawful and authorized under this Agreement, in law or in equity.

21. **GOVERNING LAW.** This Agreement and the performance thereof shall be governed, interpreted, construed and regulated by the Laws of the State in which the Leased Property is located.

22. **ASSIGNMENT.** This Agreement may be sold, assigned or transferred by the LESSEE without any approval or consent of the LESSOR to the LESSEE's principal, affiliates, subsidiaries of its principal or to any entity which acquires all or substantially all of LESSEE's assets in the market defined by the Federal Communications Commission in which the Leased Property is located by reason of a merger, acquisition or other business reorganization. As to other parties, this Agreement may not be sold, assigned, subleased, trade in-kind or transferred without the written consent of the LESSOR, which such consent will not be unreasonably withheld, delayed, or conditioned. No change of stock ownership, partnership interest or control of LESSEE or transfer upon partnership or corporate dissolution of LESSEE shall constitute an assignment hereunder.

23. **NOTICES.** All notices hereunder must be in writing and shall be deemed validly given if sent by certified mail, return receipt requested or by commercial courier, provided the courier's regular business is delivery service and provided further that it guarantees delivery to the addressee by the end of the next business day following the courier's receipt from the sender, addressed as follows (or any other address that the Party to be notified may have designated to the sender by like notice):

**LESSOR: SBT TOWERS LLC.**

875 West 1200 South  
Vernal, Utah 84078  
Attention: Rex Jennings

**LESSEE: CITY OF GRAND JUNCTION, COLORADO.**

555 Ute Avenue c/o Communications Center Manager and  
250 North 5<sup>th</sup> Street c/o City Attorney  
Grand Junction, Colorado 81501

Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing.

24. **SUCCESSORS.** This Agreement shall extend to and bind the heirs, personal representative, successors and assigns of the Parties hereto.

25. **SUBORDINATION AND NON-DISTURBANCE.** At LESSOR's option, this Agreement shall be subordinate to any future master lease, ground lease, mortgage, deed of trust or other security interest (a "Mortgage") by LESSOR which from time to time may encumber all or part of the Leased Property, Tower or right-of-way; provided, however, as a condition precedent to LESSEE being required to subordinate its interest in this Agreement to any future Mortgage covering the Tower or Leased Property, LESSOR shall obtain for LESSEE's benefit a non-disturbance and attornment agreement for LESSEE's benefit in the form reasonably satisfactory to LESSEE, and containing the terms described below (the "Non-Disturbance Agreement"), and shall recognize LESSEE's right to remain in occupancy of and have access to the Premises as long as LESSEE is not in default of this Agreement beyond applicable notice and cure periods. The Non-Disturbance Agreement shall include the encumbering party's ("Lender's") agreement that, if Lender or its successor-in-interest or any purchaser of Lender's or its successor's interest (a "Purchaser") acquires an ownership interest in the Tower or Leased Property, Lender or such successor-in-interest or Purchaser will (1) honor all of the terms of the Agreement, (2) fulfill LESSOR's obligations under the Agreement, and (3) promptly cure all of the then existing LESSOR defaults under the Agreement. Such Non-Disturbance Agreement must be binding on all of Lender's participants in the subject loan (if any) and on all successors and assigns of Lender and/or its participants and on all Purchasers. In return for such Non-Disturbance Agreement, LESSEE will execute an agreement for Lender's benefit in which LESSEE (1) confirms that the Agreement is subordinate to the Mortgage or other real property interest in favor of Lender, (2) agrees to attorn to Lender if Lender becomes the owner of the Tower or Leased Property and (3) agrees to accept a cure by Lender of any of LESSOR's defaults, provided such cure is completed within the deadline applicable to LESSOR. In the event LESSOR defaults in the payment and/or other performance of any mortgage or other real property interest encumbering the Leased Property, LESSEE, may, at its sole option and without obligation, cure or correct LESSOR's default and upon doing so, LESSEE shall be subrogated to any and all rights, titles, liens and equities of the holders of such mortgage or other real property interest and LESSEE shall be entitled to deduct and setoff against all rents that may otherwise become due under this Agreement the sums paid by LESSEE to cure or correct such defaults.

26. **PRIME LEASE.** As provided in Section 1 above, this Agreement is subject and subordinate to the Prime Lease attached hereto as Exhibit "A"; provided, however, LESSOR represents, warrants, and agrees that (ii) to the best of LESSOR's knowledge, neither Prime Landlord or LESSOR is, or with the giving of notice, will be in default under any of the terms or conditions of the Prime Lease; (iii) during the Term, LESSOR will not terminate, materially modify, amend or assign the Prime Lease in a manner which adversely affects the rights or obligations of LESSEE without the prior written consent of LESSEE; (iv) during the Term, LESSEE shall not be responsible for any cost or expense under the Prime Lease unless expressly set forth in this Agreement; and (v) LESSEE shall timely perform and comply with all the terms and conditions of the Prime Lease, and not do anything or permit anything that would result in a default under or cause the Prime Lease to be terminated.

27. **RECORDING.** LESSOR agrees to execute a Memorandum of this Agreement which LESSEE may record with the appropriate recording officer. The date set forth in the Memorandum of Lease is for recording purposes only and bears no reference to commencement of either the Term or rent payments.

28. **DEFAULT.**

a. In the event there is a breach by LESSEE with respect to any of the provisions of this Agreement or its obligations under it, including the payment of Rent, LESSOR shall give LESSEE written notice of such breach. After receipt of such written notice, LESSEE shall have fifteen (15) days in which to cure any monetary breach and thirty (30) days in which to cure any non-monetary breach, provided LESSEE shall have such extended period as may be required beyond the thirty (30) days if the nature of the cure is such that it reasonably requires more than thirty (30) days and LESSEE commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion. LESSOR may not maintain any action or effect any remedies for default against LESSEE unless and until LESSEE has failed to cure the breach within the time periods provided in this Paragraph.

b. In the event there is a breach by LESSOR with respect to any of the provisions of this Agreement or its obligations under it, LESSEE shall give LESSOR written notice of such breach. After receipt of such written notice, LESSOR shall have thirty (30) days in which to cure any such breach, provided LESSOR shall have such extended period as may be required beyond the thirty (30) days if the nature of the cure is such that it reasonably requires more than thirty (30) days and LESSOR commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion. LESSEE may not maintain any action or effect any remedies for default against LESSOR unless and until LESSOR has failed to cure the breach within the time periods provided in this Paragraph.

29. **REMEDIES.** In the event of a default by either Party with respect to a material provision of this Agreement, without limiting the non-defaulting Party in the exercise of any right or remedy which the non-defaulting Party may have by reason of such default, the non-defaulting Party may terminate the Agreement and/or pursue any remedy now or hereafter available to the non-defaulting Party, subject to the limitations contained in Paragraph 11.

30. **ENVIRONMENTAL.**

a. LESSOR will be responsible for all obligations of compliance with any and all environmental and industrial hygiene laws, including any regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene conditions or concerns as may now or at any time hereafter be in effect, that are or were in any way related to activity now conducted in, on, or in any way related to the Tower, Leased Property or Property, except to the extent such conditions or concerns are caused by the specific activities of LESSEE in the Premises.

b. LESSOR shall hold LESSEE harmless and indemnify LESSEE, to the extent authorized by law, from and assume all duties, responsibility and liability at LESSOR's sole cost and expense, for all duties, responsibilities, and liability (for payment of penalties, sanctions, forfeitures, losses, costs, or damages) and for responding to any action, notice, claim, order, summons, citation, directive, litigation, investigation or proceeding which is in any way related to: a) failure to comply with any environmental or industrial hygiene law, including without limitation any regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene concerns or conditions as may now or at any time hereafter be in effect, except to the extent such non-compliance results from conditions caused by LESSEE; and b) any environmental or industrial hygiene conditions arising out of or in any way related to the condition of the Tower or Leased Property or activities conducted thereon, unless such environmental conditions are caused by LESSEE.

31. **CASUALTY**. In the event of damage by fire or other casualty to the Tower or Premises that cannot reasonably be expected to be repaired within forty-five (45) days following same or if the Leased Property is damaged by fire or other casualty so that such damage may reasonably be expected to disrupt LESSEE's operations at the Premises for more than forty-five (45) days, then LESSEE may (if LESSEE was not the cause of the fire or other casualty), at any time following such fire or other casualty, provided LESSOR has not completed the restoration required to permit LESSEE to resume its operation at the Premises, terminate this Agreement upon fifteen (15) days prior written notice to LESSOR. Any such notice of termination shall cause this Agreement to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of this Agreement and the Parties shall make an appropriate adjustment, as of such termination date, with respect to payments due to the other under this Agreement. Notwithstanding the foregoing, provided LESSEE did not cause the fire or other casualty, the Rent shall abate during the period of repair following such fire or other casualty in proportion to the degree to which LESSEE's use of the Premises is impaired.

32. **CONDEMNATION**. In the event of any condemnation of all or any portion of the Leased Property, this Agreement shall terminate and the Parties shall have no further obligation (except for indemnifications which expressly survive this Agreement) as of the date the condemning authority takes title or possession, whichever occurs first. If as a result of a partial condemnation of the Premises or Leased Property, LESSEE, in LESSEE's sole discretion, is unable to use the Premises for the purposes intended hereunder, or if such condemnation may reasonably be expected to disrupt LESSEE's operations at the Premises for more than forty-five (45) days, LESSEE may, at LESSEE's option, to be exercised in writing within fifteen (15) days after LESSOR shall have given LESSEE written notice of such taking (or in the absence of such notice, within fifteen (15) days after the condemning authority shall have taken possession), terminate this Agreement effective as of the date the condemning authority takes such possession. In addition, LESSEE may, on its own behalf, make a claim for its losses in any condemnation proceeding involving the Premises. Any such notice of termination shall cause this Agreement to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of this Agreement and the Parties shall

make an appropriate adjustment as of such termination date with respect to payments due to each other under this Agreement. If LESSEE does not terminate this Agreement in accordance with the foregoing, this Agreement shall remain in full force and effect as to the portion of the Premises remaining, except that the rent shall be reduced in the same proportion as the rentable area of the Premises taken bears to the total rentable area of the Premises.

33. **SUBMISSION OF AGREEMENT/PARTIAL INVALIDITY/AUTHORITY.**

This Agreement becomes effective only upon the full execution of this Agreement by the Parties. If any provision herein is invalid, it shall be considered deleted from this Agreement and shall not invalidate the remaining provisions of this Agreement. Each of the Parties hereto warrants to the other that the person or persons executing this Agreement on behalf of such Party has the full right, power and authority to enter into and execute this Agreement on such Party's behalf and that no consent from any other person or entity is necessary as a condition precedent to the legal effect of this Agreement.

34. **APPLICABLE LAWS.** During the Term, LESSOR shall maintain the Leased Property and all structural elements of the Tower in compliance with all applicable laws, rules, regulations, ordinances, directives, covenants, easements, zoning and land use regulations, and restrictions of record, permits, building codes, and the requirements of any applicable fire insurance underwriter or rating bureau, now in effect or which may hereafter come into effect (including, without limitation, laws regulating hazardous substances) (collectively "Laws"). LESSEE shall, in respect to the condition of the Premises and at LESSEE's sole cost and expense, comply with (a) all Laws relating solely to LESSEE's specific and unique nature of use of the Premises (other than general office use); and (b) all building codes requiring modifications to the Premises due to the improvements being made by LESSEE in the Premises.

35. **SURVIVAL.** The provisions of the Agreement relating to indemnification from one Party to the other Party shall survive any termination or expiration of this Agreement. Additionally, any provisions of this Agreement which require performance subsequent to the termination or expiration of this Agreement shall also survive such termination or expiration.

36. **CAPTIONS.** The captions contained in this Agreement are inserted for convenience only and are not intended to be part of the Agreement. They shall not affect or be utilized in the construction or interpretation of the Agreement.

IN WITNESS WHEREOF, the Parties hereto have set their hands and affixed their respective seals the day and year first above written.

**LESSOR:**

**SBT TOWERS LLC.**

Utah limited liability company  
875 West 1200 South  
Vernal, Utah 84078

By: 

Rex Jennings

Date: 6-8-2020

**LESSEE:**

**GRAND JUNCTION EMERGENCY TELEPHONE SERVICES AUTHORITY BOARD**

c/o Communications Center Authority  
555 Ute Avenue  
Grand Junction, CO 81501; and

City of Grand Junction  
c/o City Attorney  
250 North 5th Street  
Grand Junction, Colorado 81501

By: 

Chief Doug Shoemaker

Grand Junction Emergency Telephone Services Authority Board Chair

Date: 6-12-20

THIS PAGE IS INTENTIONALLY LEFT BLANK  
AND ONLY ACTS AS AN EXHIBIT

Exhibit "A"

Prime Lease

**GRAND JUNCTION LAND COMPANY LLC COMMUNICATION SITE LEASE  
AGREEMENT**

THIS LEASE AGREEMENT (the Agreement) is entered into effective August 1, 2012, between GRAND JUNCTION LAND COMPANY, LLC, a Colorado limited liability company ("GJLC") and Rex Jennings D/D/A SBT INTERNET, a Utah company (collectively, "Lessee").

**RECITALS**

A. GJLC is the owner of certain real property located in Mesa County, Colorado, which real property is described on Exhibit A and partially illustrated on Exhibit C, both attached hereto and incorporated herein by reference ("GJLC's Property").

B. Lessee desires to lease a portion of GJLC's Property (the "Leased Property"). The Leased Property is more specifically described on Exhibit B, attached hereto and made a part hereof, and illustrated on Exhibit C.

C. Lessee also desires an easement or easements be included in the lease from GJLC for access to the Leased Property (the "Easement"). The approximate location of the Easement is illustrated on Exhibit C. An Addendum will define any additions or adjustment to the easement or easements by no later than August 31, 2012.

D. GJLC is willing to lease the Leased Property and include the Easement to Lessee, and Lessee is willing to lease the Leased Property and the Easement from GJLC, on the terms and conditions set forth in this Agreement.

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **Lease to Lessee.** GJLC hereby leases the following property interests to Lessee, subject to the remaining terms and conditions of this Agreement:

A. The Leased Property; and

B. The Easement, which consists of a nonexclusive right and easement during the term of this Agreement for ingress and egress, on foot or motor vehicle, including trucks, cranes, backhoes, graders, and other heavy equipment for the sole purpose of installation and maintenance of the Communications Facility (defined in Paragraph 6.A., below), and road for the purpose of upgrading, installing, repairing both for the tower and the collocation of additional users and for no other purpose. Except otherwise as agreed by the parties, The Easement is a) legally described in the instruments recorded in Book 851 at Pages 243, 249 and 295 of the Mesa County, Colorado real property records, only, however, as such descriptions describe an easement with a center line that traverses north an east across GJLC property and b) as shown on the attached Exhibit E. Upon



C. The Base Rent shall be paid in monthly installments in advance, with the first monthly installment due on the Commencement Date, and subsequent monthly installments due and payable by Lessee on the same day of each month thereafter during the term of this Agreement.

D. In addition to the Base Rent, Lessee shall pay GJLC additional rental payments ("Additional Rent") as follows: As provided in Paragraph 14 below, Lessee may sublease the right to use portions of the Communications Facility to other wireless, cell phone, internet providers or other telecommunication services. The use of the Communications Facility by any user or services other than Lessee's use as described in paragraph 6. A. i. is hereinafter referred to as "Collocation". If Lessee allows Collocation of any facilities at or on the Communications Facility, it shall charge the owner of such facilities

Notwithstanding the foregoing, Lessee may provide Collocation services to the City of Grand Junction for emergency radio communication facilities at no charge. Such Additional Rent payments shall be due and payable to GJLC within fifteen days after Lessee receives the Collocation income. Lessee shall notify GJLC of each Collocation contract or other arrangement that it enters into with a third party within fifteen days after entering into the contract or arrangement, and shall provide GJLC with a copy of the contract or other documentation of the arrangement. In addition, on or before each Anniversary Date, Lessee shall provide an annual accounting to GJLC of all Collocation income that it has received during the preceding year and the amount of Additional Rent that Lessee has paid to GJLC during that year.

E. Any Base Rent, Additional Rent or other payment due under this Agreement that is over five (5) days past due will be subject to a late fee. All Base Rent and Additional Rent payments shall be made to GJLC or to such other person, firm or place as GJLC may, from time to time, designate in writing at least thirty (30) days in advance of any Base Rent or Additional Rent payment date.

5. Continuance of Lease. If, at least six (6) months prior to the end of the fifth (5th) extended term (the "Last Extended Term"), either GJLC or Lessee has not given the other written notice of its desire that the term of this Agreement end at expiration of the Last Extended Term, then upon the expiration of the Last Extended Term this Agreement shall continue in force upon the same covenants, terms and conditions for a further term of one (1) year, and for annual terms thereafter until terminated by either party by giving to the other written notice of its intention to so terminate at least six (6) months prior to the end of any such annual term. The Base Rent during such annual terms shall be equal to the Base Rent paid for the last year of the Last Extended Term increased by . The Base Rent shall continue to be paid in monthly installments, as provided in Paragraph 4, above.

mutual agreement of the parties, GJLC shall grant Lessee and/or public utility providers' additional roadway and utility access easements to utilize and connect from the aforementioned Easement to the Leased Property for the operation of the Communications Facility.

2. **Initial Term.** This Agreement shall be for an initial term of five (5) years beginning on August 1, 2012 (the "Commencement Date"). Each anniversary of the Commencement Date during the initial term of this Agreement and during any extended terms shall be referred to as an "Anniversary Date".

3. **Extension of Term.**

A. Subject to the provisions of Paragraph 3.B., below, Lessee shall have the option to extend the term of this agreement for five (5) additional consecutive five (5) year terms. Each option for an extended term shall be deemed automatically exercised without notice by Lessee to GJLC unless Lessee gives GJLC written notice of its intention not to exercise any such option at least six months prior to the end of the original term or of any extended term of this Agreement, in which case, the term of this Agreement shall expire at end of the then current term. All references herein to the term of this Agreement shall include the term as it is extended as provided in this Paragraph 3 and in Paragraph 5, below.

B. If GJLC elects in its sole discretion to terminate the Agreement, GJLC shall give written notice of such determination to Lessee at least six months prior to the end of the original term or of any extended term of this Agreement. This Agreement shall then expire at the end of that term, and Lessee shall not be entitled to exercise its option to extend for any of the remaining terms.

4. **Rental.**

A. The base rent ("Base Rent") for the first year of the initial term of this Agreement shall be [REDACTED] per month. The Base Rent shall be subject to adjustment as provided in Paragraphs 4.B., 4.C 4.D. and 4. E. below.

B. The monthly Base Rent payment for each succeeding year of the initial term of this Agreement and any extended terms shall be increased as follows: [REDACTED]

during such annual terms. In addition, Lessee shall continue to pay Additional Rent during the additional annual terms, as provided in Paragraph 4.D., above.

6. Use.

A. Lessee shall use the Leased Property and the Easement only for the purpose of constructing, maintaining and operating communication facilities and uses incidental thereto, which facilities may consist of such buildings as are necessary to house telecommunications equipment, free standing monopoles or other types of antenna structures of sufficient height, as determined by Lessee, now or in the future to meet Lessee's telecommunication needs to provide i) Lessee's internet data transmission facilities to serve Lessee's Vernal, Utah operations, ii) emergency radio communication services for the City of Grand Junction, and iii) third party Collocation facilities together with all necessary appurtenances, and a security fence of chain link or comparable construction that may, at the option of Lessee, be placed around the perimeter of the Leased Property (collectively, the "Communications Facility"). All improvements to the Leased Property necessary for Lessee's use shall be made at Lessee's sole expense. A list of the equipment to be installed as part of the Communications Facility is attached hereto as Exhibit D. At least sixty days prior to construction or modification of any improvements on the Leased Property, including the expansion of SBT Internet's use to include access point radios for internet customers, Lessee shall submit plans for the improvements to GJLC, and Lessee shall make any changes to the plans reasonably requested by GJLC. All improvements and equipment shall be constructed and installed in substantial conformity with the plans approved by GJLC and the equipment list on Exhibit D prior to the construction of the improvements and installation of the equipment. Lessee will maintain the Leased Property and all of Lessee's improvements on the Leased Property in a good, clean and operable condition. GJLC grants Lessee the right to clear all trees, undergrowth, or other obstructions on the Leased Property and to trim, cut, and keep trimmed and cut, all tree limbs which may interfere with or fall upon the Communications Facility and improve or modify the existing road to the communication site.

B. GJLC further grants Lessee the right to use such portions of the immediate area of GJLC Property (referred to herein as "GJLC Surrounding Property") as are reasonably required during the initial construction and installation of the Communications Facility for the following purposes (1) ingress to and egress from the Leased Property for construction machinery and equipment, and (2) use of such portions of GJLC Surrounding Property as are reasonably necessary for storage of construction materials and equipment during initial construction and future construction of the Communications Facility. Lessee shall not disturb or cause any damage to any of GJLC Surrounding Property. If Lessee does cause any damage to any of GJLC Surrounding Property shall be promptly fixed and corrected by Lessee at its sole cost and expense, and the surface shall be returned as closely as possible to original grade conditions. Nothing in this Agreement shall be construed to limit GJLC in its use of GJLC Surrounding Property for any lawful purpose.

C. Lessee shall restrict its use of the Leased Property and the Easement to the purposes described in Paragraph 6.A., above, and shall not use or permit the use of the Leased Property for any other purpose without the prior written consent of GJLC.

D. Lessee shall not allow any waste or nuisance on the Leased Property, or use or allow the Leased Property to be used for any unlawful purpose. Lessee shall comply with any and all applicable health, fire, environmental and other laws and regulations of any level of government. Lessee shall not permit any unsightly accumulation of wreckage, debris, or trash in, on or around the Leased Property.

E. GJLC hereby states that to the best of its knowledge there are no hazardous substances on or under the Leased Property. Lessee shall be solely responsible, at its expense, for the proper use, control, clean-up, removal and disposal of all hazardous substances used by Lessee or brought on to the Leased Property or GJLC's Surrounding Property, and any environmental pollution caused by Lessee, in connection with Lessee's business operations. In its use and disposal of hazardous substances, Lessee shall at all times adhere strictly to all applicable local, state and federal laws and regulations. Lessee shall indemnify and hold GJLC harmless from any and all costs or liabilities, including attorney's fees and costs of investigation and defense, arising out of or associated with Lessee's use, control, clean-up, removal or disposal of hazardous substances or environmental pollution resulting from Lessee's use of or activities on the Leased Property or on GJLC Surrounding Property. The provisions of this Paragraph 6.E. shall survive termination of the initial term and any extended term and termination of this Agreement for any reason whatsoever. For purposes of this Agreement, "hazardous substances" shall mean (i) any substance which contains gasoline, diesel fuel or other petroleum hydrocarbons, (ii) any substance which is flammable, radioactive, corrosive or carcinogenic, (iii) any substance the presence of which on the Leased Property or on GJLC Surrounding Property causes threatens to cause a nuisance or health hazard affecting human health, the environment, the property or property adjacent thereto, or (iv) any substance the presence of which on the property requires investigation or remediation under any Hazardous Substance Law, as the same may hereafter amended. "Hazardous Substance Law" means the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. 39601 et seq.; the Resource Conservation and Recovery L, 42 U.S.C. 36901 et seq.; the Hazardous Materials Transportation Act, 49 U.S.C. 31801 et seq.; Clean Water Act, 33 U.S.C. 31251 et seq.; the Clean Air Act, 42 U.S.C. 37401 et seq.; the Federal Insecticide, Fungicide, and Rodenticide Act, 7 U.S.C. 3136 et seq.; the Toxic Substances Control Act, U.S.C. 32601 et seq.; the Emergency Planning and Community Right to Know Act (SARA Title III), 42 U.S.C. 311001 et seq.; and any other applicable federal or state law or regulation.

7. **Governmental Approvals.** GJLC shall cooperate with Lessee in its effort to obtain and maintain in effect all certificates, permits, licenses and other approvals required by governmental authorities for Lessee's use of the Leased Property. However, GJLC obligations shall not require GJLC to expend any money or incur any costs in connection with such governmental approvals. Lessee shall be solely responsible, at its sole cost and expense, for obtaining and complying with any and all Federal, State and local governmental approvals needed for its use of the Leased Property under this Agreement, for complying with any mitigation or similar requirements contained in governmental approvals, and for addressing any public comments or concerns encountered in connection with the governmental approvals.

**8. Liability for Injury and Leased Property Damage; Insurance.**

A. GJLC shall not be liable for any damage or injury to persons or property from any cause relating to the occupancy or use of the Leased Property, Easement or GJLC Surrounding Property by Lessee. GJLC shall not be liable for any injury or damage to any property of Lessee from any cause. As more fully set forth in this Paragraph 8, Lessee shall insure against, and shall indemnify GJLC from, any and all such liabilities, losses and damages claims or obligations resulting from any injuries or losses of any nature, whether caused by Lessee or Lessee's contractors, subcontractors, or other persons or entities acting on behalf of Lessee.

B. At all times during the initial term of this Agreement and all extended terms, Lessee shall obtain and maintain in full force and effect, at its own cost and expense, Commercial General Liability insurance with minimum limits of One Million Dollars (\$1,000,000) combined single limit per occurrence for bodily injury, personal injury, and property damage and One Million Dollars (\$1,000,000) in the aggregate, and Comprehensive Automobile Liability insurance with minimum combined single limits for bodily injury and property damage coverage of Two Million Dollars (\$2,000,000). In addition, at all times while this Lease is in effect, Lessee shall comply with all applicable laws concerning worker's compensation insurance, and shall maintain in force, at Lessee's expense, worker's compensation insurance (including employer's liability coverage) for all employees required to be covered by such insurance, in compliance with applicable Colorado law and statutory limits.

C. Lessee shall require that all contractors, subcontractors, and others performing any work on the Leased Property or on the GJLC Surrounding Property (including without limitation the initial construction and installation of the Communications Facility and any subsequent repair, improvement or maintenance work) obtain and maintain in full force and effect insurance that complies with the provisions of Paragraph 8.B.

D. GJLC, and their officers, board members, employees, volunteers, and agents (collectively, the "GJLC Insureds") shall be named as additional insureds with respect to all Commercial General Liability and Automobile Liability policies of insurance required by this Paragraph 8. The insurance required under this Paragraph 8 shall be primary insurance as respects the GJLC Insureds, and shall contain no special limitations on the scope of protection provided to the GJLC Insureds. All insurance required under this Paragraph 8 shall be placed with insurers with a current A.M. Best's rating of no less than A:VII. The parties agree that neither the Leased Property nor the GJLC's Surrounding Property shall be used by Lessee in any way or at any time, unless the insurance coverages required by this Agreement are in full force and effect.

E. Lessee shall deliver to GJLC, on or before the date Lessee executes this Agreement, a certificate of insurance with respect to the policies required to be maintained by Lessee pursuant to this Paragraph 8, to evidence such coverage. In addition, Lessee shall deliver to GJLC, on or before the commencement of any work on the Leased Property or on GJLC's Surrounding Property, certificates of insurance from the contractors or other persons or entities that will perform the work,

with respect to the policies required by this Paragraph 8, to evidence such coverage. Each insurance policy shall be endorsed to state that coverage shall not be suspended, voided, or cancelled by any party, or reduced in coverage or limits, except after thirty (30) days written notice given by certified mail, return receipt requested to GJLC, such notice to be effective upon receipt by GJLC. If Lessee or its contractors fail to pay any insurance premium, GJLC may, but is not obligated, to make such payments. Any and all premium payments made by GJLC shall be due and owing by Lessee to GJLC, immediately.

F. Lessee shall immediately notify GJLC of each accident or incident involving the Leased Property or GJLC's Surrounding Property. Lessee shall advise GJLC of all correspondence, papers, notices, and documents whatsoever received by Lessee in connection with any claim or demand involving or relating to the Leased Property, GJLC's Surrounding Property or the operation of Lessee's business on the Leased Property.

G. Lessee shall indemnify and save harmless GJLC, GJLC's enterprise, and their officers, board members, employees, and agents against all actions, claims, demands, losses, costs, expenses, penalties, and damages whatsoever, including interest and attorneys fees, arising out of, relating to, or resulting from (i) Lessee's occupation and use of the Leased Property and GJLC's Surrounding Property under this Agreement, (ii) the operation of Lessee's business on the Leased Property, or (iii) a breach by Lessee of any of its obligations under this Lease. Such indemnification shall be made regardless of whether such actions, claims, demands, losses, costs, expenses, or damages result from or are claimed to have resulted from any act or omission of Lessee or Lessee's employees, contractors, subcontractors, agents or invitees, or arise out of the doctrines of strict or absolute liability in tort, warranty, contract, tort, or any other theory of law, or arise under or out of any other law or statute.

9. **Taxes.** During the initial term of this Agreement and any extended terms Lessee shall have the responsibility to pay when due any personal property, ad valorem real estate taxes, assessments, or charges owed on the Leased Property which GJLC demonstrates is the result of Lessee's use of the Leased Property and/or the installation, maintenance, and operation of the Communication Facilities, and any sales tax imposed on the rent including any increase in ad valorem real estate taxes which GJLC demonstrates arises from the Lessee's improvements and/or Lessee's use of the Leased Property. GJLC and Lessee shall each be responsible for the payment of any taxes, levies, assessments and other charges imposed including franchise and similar taxes imposed upon the business conducted by GJLC or Lessee at the Leased Property. Lessee shall be responsible for making any necessary returns for and paying in a timely manner any and all property or other taxes separately levied or assessed against the improvements constructed by Lessee on the Leased Property.

10. **Tower Transmission and Use.**

All operations by Lessee shall be lawful and in compliance with all Federal Communication Commission (FCC) rules, regulation and requirements. All other wireless, cell phone or internet providers, commonly referred to as Collocation that sublease the right to use the Communications Facility will also comply with all FCC rules, regulation and requirements.

11. **Removal of Improvements.** Title to all improvements constructed or installed by Lessee on the Leased Property shall remain with Lessee, and all improvements constructed or installed by Lessee shall at all times be and remain the property of Lessee, regardless of whether such improvements are attached or affixed to the Leased Property. Upon termination of this Agreement, Lessee shall, within ninety (90) days, remove all improvements, fixtures and personal property constructed or installed on the Leased Property by Lessee and restore the Leased Property to its original above grade condition, reasonable wear and tear excepted. If such removal causes Lessee to remain on the Leased Property after termination of this Agreement, Lessee shall pay rent at the then existing monthly Base Rent rate for each month or portion of a month until such time as the removal is completed. As used in this Paragraph and elsewhere in this Agreement, the term "termination" includes expiration of the term of this Lease.

12. **Sale of Leased Property.** If GJLC, at any time during the term of this Agreement, decides to sell the Leased Property, or all or any part of GJLC's Surrounding Property, to a purchaser other than Lessee, such sale shall be subject to this Agreement and Lessee's rights hereunder. GJLC reserves the right to lease any other areas of GJLC's Surrounding Property to other persons or entities for the installation, operation or maintenance of other communications facilities. GJLC also reserves the right to install, operate and maintain communications facilities or equipment on GJLC's Surrounding Property or elsewhere for its own use in connection or conjunction with GJLC's operations, so long as such facilities or equipment do not interfere with Lessee's facilities.

13. **Quiet Enjoyment.** GJLC covenants that Lessee, on paying the rent set forth in Paragraph 4, above, and performing all of the covenants, terms and conditions required of Lessee contained herein, shall peaceably and quietly have, hold and enjoy the Leased Property and the leasehold estate granted to Lessee by virtue of this Agreement, subject to the following:

14. **Assignment and Subleasing.** This Agreement may not be sold, assigned, subleased, or transferred at any time by Lessee without the prior written consent of GJLC, which consent may be granted or denied in GJLC's sole discretion; provided, however, that Lessee shall be entitled to sublease the right to use the Communications Facility to other wireless, cell phone or internet providers, commonly referred to as collocation, without the prior consent of GJLC.

15. **Condemnation.** If the whole of the Leased Property, or such portion thereof as will make the Leased Property unusable for the purposes herein leased, is condemned by any legally constituted public authority, then this Agreement, and the term hereby granted, shall, in Lessee's sole option, cease from the time when possession thereof is taken by the public authority, and rent shall be accounted for as between GJLC and Lessee as of that date. Any lesser condemnation shall in no way affect the respective rights and obligations of GJLC and Lessee hereunder. However, nothing in this paragraph shall be construed to limit or adversely affect Lessee's right to an award of compensation from any condemnation proceeding for the taking of Lessee's leasehold interest hereunder or for the taking of Lessee's improvements, fixtures, equipment, and personal property.

16. **Subordination.** At GJLC's option, this Agreement shall be subordinate to any deed of trust or mortgage by GJLC which hereafter may encumber the Leased Property, provided, that no

such subordination shall be effective unless the holder of every such deed of trust or mortgage shall, either in the deed of trust or mortgage or in a separate agreement with Lessee, agree that in the event of a foreclosure, or conveyance in lieu of foreclosure, of GJLC's interest in the Leased Property, such holder shall recognize and confirm the validity and existence of this Agreement and the rights of Lessee hereunder, and this Agreement shall continue in full force and Lessee shall have the right to continue its use and occupancy of the Leased Property in accordance with the provisions of this Agreement as long as Lessee is not in default of this Agreement beyond applicable notice and cure periods. Lessee shall execute in a timely manner whatever instruments may reasonably be required to evidence the provisions of this paragraph.

17. **Title Insurance.** Lessee, at Lessee's option and sole expense, may obtain a title insurance policy, title commitment, title report, abstract, or any other reports to ensure the suitability of the Leased Property for lease. GJLC agrees to cooperate with Lessee's efforts to obtain the above mentioned documents and to provide requested documentation as required by the title insurance company, to the extent such documentation is in existence and in the possession or control of GJLC.

18. **Default.**

A. Lessee shall be in default under this Agreement if (i) Lessee fails to make any Base Rent or Additional Rent payment on or before the due date, (ii) Lessee fails timely to make any other payment required by the terms of this Agreement, (iii) Lessee fails to perform any other covenant or condition under this Agreement; (iv) Lessee abandons the Leased Property; (v) a petition in bankruptcy is filed by or against Lessee, Lessee is adjudicated a bankrupt, Lessee becomes insolvent in the bankruptcy equity sense, Lessee makes an assignment for the benefit of creditors, or a trustee or receiver is appointed with respect to Lessee's assets; or (vi) the Leased Property is used for any purposes other than those authorized under this Agreement.

B. Upon the occurrence of any default by Lessee, if the default is not timely cured by Lessee as provided in Paragraph 19, below, GJLC shall have the following rights and remedies, in addition to and without prejudice to any other rights or remedies GJLC may have at law or in equity: (i) GJLC may immediately terminate this Agreement, and (ii) GJLC may reenter the Leased Property immediately, remove personnel of Lessee, and take possession of Lessee's property. On termination GJLC may recover from Lessee all damages proximately resulting from the breach, including the cost of recovering the Leased Property and the balance of Base Rent, Additional Rent, late fees and interest due until paid under this Agreement and for the remainder of the term of this Agreement, which sum shall be immediately due to GJLC from Lessee.

19. **Opportunity to Cure.** If Lessee is in default under this Agreement, prior to exercising any rights or remedies against Lessee on account thereof, GJLC shall first provide Lessee with two written notices of the default and provide Lessee with a thirty (30) day period to cure such default (if the default is a failure to pay Base Rent, Additional Rent or any other sum of money under this Agreement) or a sixty (60) day period to cure such default (if the default is any other event of default under this Agreement). If the failure is not a failure to pay Base Rent, Additional Rent or any other sum of money hereunder but is not capable of being cured within a thirty (30) day period, Lessee shall be afforded a reasonable period of time to cure the default provided that Lessee



promptly commences curing the default after the notice and prosecutes the cure to completion with due diligence.

20. **Governing Law.** This Agreement shall be governed and interpreted by, and construed in accordance with, the laws of the State of Colorado. The parties agree that any claims or disputes arising under this Agreement shall be brought in the state courts of Colorado located in Mesa County, Colorado.

21. **Notices.** Any notice, claim or other communication provided for in this Agreement or any notice that either party may desire to give to the other shall be in writing and unless responded to, shall be two different methods : (i) sent by Email delivery receipt; (ii) sent by certified United States mail, return receipt requested, with all postage fully prepaid; and/or (iii) sent by nationally recognized overnight carrier with charges paid for overnight delivery in accordance with the customary arrangements established by such carrier, in each of the foregoing cases addressed to the party at the following addresses or email address:

Lessee: SBT Internet  
Attention: Rex A. Jennings  
875 West 1200 South  
Vernal, Utah 84078  
Email: [rexjennings@sbtnet.com](mailto:rexjennings@sbtnet.com) and [rexajennings@gmail.com](mailto:rexajennings@gmail.com)

GJLC: GRAND JUNCTION LAND COMPANY LLC  
Attention: Mike C. Maple and Robert Macgregor  
710 East Durant Avenue Unit W-6  
Aspen, CO 81611  
Email: [mmaple@donrenc.com](mailto:mmaple@donrenc.com) and [rmae@donrenc.com](mailto:rmae@donrenc.com)

Notice shall be deemed to have been given as follows: (i) if sent by email, upon sending of the email transmission, so long as the sending party is able to provide delivery receipt confirmation; (ii) if mailed, delivery receipt received; or (iii) if sent by overnight carrier, delivery receipt received. The parties may substitute recipient's names, addresses and/or facsimile numbers by giving notice as provided under this Agreement.

22. **Binding Effect.** This Agreement shall inure to the benefit of and bind the heirs, successors and assigns of GJLC and Lessee.

23. **Miscellaneous.** Time is of the essence in all provisions of this Agreement. This Agreement cannot be modified except by a written modification executed by GJLC and Lessee in the same manner as this Agreement is executed. The headings, captions and numbers in this Agreement are solely for convenience and shall not be considered in construing or interpreting any provision in this Agreement. Wherever appropriate in this Agreement, personal pronouns shall be deemed to include other genders and the singular to include the plural, if applicable. This Agreement contains all agreements, promises and understandings between the GJLC and Lessee, and no verbal or oral agreements, promises, statements, assertions or representations by GJLC or Lessee or any employees,

agents, contractors or other representations of either, shall be binding upon GJLC or Lessee. This Agreement was produced as a result of negotiations between the parties and should not be construed against either party as the drafter of this Agreement. This Agreement may be executed in several counterparts, each of which shall constitute an original and all which shall constitute the same agreement. At the request of Lessee, GJLC agrees to execute a memorandum or short form of this Agreement in recordable form, attached hereto, setting forth a description of the Leased Property, the term of this Agreement and other information desired by Lessee for the purpose of giving public notice thereof to third parties. The obligations of Lessee under this Agreement are joint and several, and a breach of this Agreement by one of the parties comprising the Lessee shall be considered a breach by the Lessee.

24. **Survival.** The provisions hereof which by their nature are continuing shall continue to bind the parties beyond any termination of this Agreement

25. **Liens and Claims.** Lessee shall not permit any liens, claims or demands of any nature, including but not limited to mechanics liens and liens for unpaid taxes of any kind, to attach to any interest of GJLC in the Leased Property or GJLC's Surrounding Leased Property. Lessee agrees to indemnify and save harmless GJLC against any and all such claims, liens or demands, including related costs, expenses and attorney's fees.

26. **Surrender of Possession.** Lessee shall surrender the Leased Property at the end of the lease term, or any extension thereof, in its original above grade condition, reasonable wear and tear excepted.

27. **Attorneys' Fees.** If either party defaults in its performance under this Agreement, or if it is necessary for either party to take any action to enforce the terms of this Agreement, the prevailing party shall be entitled to recover from the other party, and the other party shall pay to the prevailing party, all reasonable costs incurred by the prevailing party, including without limitation court costs and attorneys' fees, regardless of whether actual litigation or court proceedings are involved.

28. **Relationship of Parties.** The relationship of the parties to this Agreement is strictly that of lessor and lessee. GJLC has no ownership interest in Lessee or Lessee's business, and this Agreement shall not be construed as a joint venture or partnership between the parties hereto.

29. **GJLC Right to Entry and Audit.** The Lessee shall cause to be maintained at the Lessee's place of business books of account that accurately and completely disclose records and contracts for each Collocation use of the Leased Premises with an updated inventory list, including a description and location of that equipment, with charges for all items of Collocation income relating to the Communications Facility. Such books of account shall be maintained according to generally accepted accounting principles consistently applied, and on the basis of the Fiscal Year. GJLC shall, upon not less than forty eight (48) hours advance notice to the Lessee, at GJLC's own expense, have the right to enter the Leased Property, Communication Facility and/or Lessee's place of business to inspect, copy and audit the Lessee's books and records for the Communications Facility at any time during normal business hours.



EXHIBIT A

[Legal description of GJLC's Property Parcel 1]

NW1SW4 SEC 17 IS 1W & ALSO BEG B4 COR SEC 18 IS 1W S 0DEG14' E 1311.4FT TO SE COR N2SE4 SD SEC 18 N 89DEG53'30SEC W 2629.6FT N 0DEG05' W 1318.3FT N 89DEG44'30SEC W 1131.2FT TO CENTER REDLANDS 2ND LIFT CNL N 39DEG03' W 134.15FT N 8DEG42' W 192.56 FT N 2DEG22' E 108.17FT N 20DEG31' E 228.2FT N 31DEG07' W 341.77FT N 55DEG26' E 403.97FT N 65DEG54' E 442.16 FT S 89DEG54' E 598.35FT N 22DEG W 361.43FT N 49DEG01' E 56.08FT N 22DEG05' E 53.96FT S 58DEG30' E 246.83FT S 31DEG56' E 329FT S 5DEG43' W 68.11FT S 7DEG13' W 230.3FT S 67DEG57' E 163FT S 74DEG15' E 130.1FT N 44 DEG27' E 866.2FT N 40DEG51' E 91.6FT S 49DEG09' E 200 FT S 76DEG04' E 149.86FT + AS DESC IN R-1175 P-205-207 OF MESA CO RECORDS EXC THAT PT IN N2NE4 LYG E OF EASTER HILL DR + W OF S BRDWAY - EXC THAT PT IN N2NW4 & ALSO THAT PT OF N2NE4 SEC 18 IS 1W S + W OF SO BROADWAY + S + E OF EASTER HILL DR AS DESC IN B-1175 P-205 THRU P-208 OF MESA CO RECORDS 152.14FT S 73DEG08' W 112.51FT N 66DEG39' W 64.03FT N 22DEG40' W 64.5FT N 8DEG09' E 85.86FT N 40DEG51' E 402.62FT TO BEG & ALSO BEG SE COR NE4NW4 SEC 18 IS 1W N 22DEG W 361.43FT TO CENTER REDLANDS 1ST LIFT CNL N 49DEG01' E 56.08FT N 22 DEG05' E 53.96FT TO S BOUNDARY OF SOUTH EASTER HILL SUB S TO BEG - 238.01AC

Tax ID # 2945-181-00-052

[Legal description of GJLC's Property Parcel 2]

S2SW4 SEC 17 & SE4SE4 SEC 18 IS 1W EXC LOT 24 BLK 1 MESA GRANDE SUB & EXC ALL FIRST ADD TO MESA GRANDE SUB & EXC PARCELS DESC IN FOLI. BKS & PGS IN CO CLKS OFF B-808 P-40 & B-811 P-588 & 823 P-173 & B-1321 P-87 THRU 90 & ALSO EXC THAT PT OF S2SW4 SEC 17 INC IN THE RIDGES METRO DIST AS PER DIST COURT ACTION NO 26330 & NE4SW4 SEC 18 IS 1W & ALSO SW4SE4 & NE4SE4SW4 & E3/4S2SE4SW4 SD SEC 18 & THAT PT N2SE4 SEC 19 IS 1W EXCLUDED FROM THE RIDGES METROPOLITAN DIST PER DIST COURT ACTION NO 26330 & NW4 SEC 19 IS 1W EXC BEG NW COR SD SEC 19 N 89EG37'23SEC E 450FT S 0DEG27'09SEC E 799.34FT N 89DEG32'56SEC E 300FT N 75DEG40'40SEC E 561.04FT N 44DEG21'51SEC E 400FT S 45DEG38'09SEC E 635.91FT S 44DEG21'51SEC W 400FT S 42DEG29'34SEC W 687.21FT S 0DEG12'03SEC E 431FT S 89DEG47'56SEC W 1292.98FT N 0DEG01'57SEC E 2042.11FT TO BEG & ALSO EXC THAT PT OF S2 LOT 2 AS DESC IN B-1491 P-584 & BEG NW COR SEC 19 IS 1W N 89DEG37'23SEC E 450FT S 0DEG27'09SEC E 799.34FT N 89DEG32'56SEC E 300FT N 75DEG40'40SEC E 561.04FT N 44DEG21'51SEC E 400FT S 45DEG38'09SEC E 635.91FT S 44DEG21'51SEC E 122.48FT N 45DEG38'09SEC W 208.71FT S 44DEG21'51SEC W 208.71FT S 45DEG38'09SEC E 208.71FT S 44DEG21'51SEC W 68.81FT S 42DEG29'34SEC W 687.21FT S 0DEG12'03SEC E 431FT S 89DEG47'56SEC W 1292.98FT N 0DEG01'57SEC E 2042.11FT TO BEG EXC BEG NW COR SD SEC 19 N

89DEG35'54" SEC E 450 FT S 0 DEG 24' 06" SEC E 800 FT N 89 DEG 35' 54" SEC E 300 FT S  
33 DEG 15' 40" SEC E 972.34 FT S 0 DEG 09' E 962 FT S 89 DEG 51' W 1295.14 FT N 0 DEG 05' E  
2573.16 FT TO BEG & ALSO EXC UTE WATER PARCEL DESC IN B-1264 P-572 & THAT  
PT OF N2NW4 SEC 20 T5 1W EXCLUDED FROM THE RIDGES METROPOLITAN DIST  
PER COURT ACTION NO 26330 ALL MESA CO RECDS - 378.86 AC

Tax ID # 2945-184-00-098

**EXHIBIT B**

[Legal description of Leased Property]

A parcel of land situated in Government Lot 1 of Section 19, Township 1 South, Range 1 West of the Ute Meridian, City of Grand Junction, Mesa County, Colorado being more particularly described as follows:

Commencing at a Mesa County Survey Marker (#710) for the north quarter corner of said Section 19 whence a Mesa County Survey Marker (#1198) for the center-north sixteenth corner of said Section 19 bears South  $01^{\circ}18'48''$  West, a distance of 1293.16 feet with all bearings herein relative thereto; Thence South  $66^{\circ}52'59''$  West, a distance of 1429.12 feet to the Point of Beginning;

Thence South  $44^{\circ}22'46''$  West, a distance of 65.00 feet;

Thence North  $45^{\circ}37'14''$  West, a distance of 65.00 feet;

Thence North  $44^{\circ}22'46''$  East, a distance of 65.00 feet;

Thence South  $45^{\circ}37'14''$  East, a distance of 65.00 feet to the point of Beginning.

Containing 0.097 acres, more or less.

EXHIBIT C

GILC's Property, Leased Property and Easement



**EXHIBIT D**

**[List of the equipment For Repeater from Grand Junction to Douglas Pass]**

1. One 110 Foot Sabre Tower Model S3TL-29
  2. Three 12 Foot by 27 Foot Ruf\*Nek Concrete Communication Buildings
  3. One 10 Foot Microwave Dish at 30 Feet with Radom Cover
  4. One 6 Foot Microwave Dish at 30 Feet with Radom Cover
  5. Andrews Elliptical waveguide coax cable
  6. One Generator
  7. One chain Link Fence
-



**EXHIBIT E**

[As taken from Book 2867 Page 112 of the Mesa County, Colorado real property records]

**30 FOOT ACCESS AND UTILITY EASEMENT**

An easement for ingress, egress, regress and utility installation and maintenance over a portion of the Southeast Quarter of the Northeast Quarter of Section 18, and over a portion of the Northeast Quarter of the Southeast Quarter of Section 18, all in Township 1 South, Range 1 West, Ute Meridian, Mesa County, Colorado, said easement being 30 feet in width, 15 feet on either side of the following described centerline:

Considering the South line of the Southeast Quarter of said Section 18 to bear North 89 Degrees 54 Minutes 13 Seconds East and with all bearings contained herein relative thereto:

Commencing at the South Quarter Corner of said Section 18:

Thence North 34 Degrees 48 Minutes 43 Seconds East, a distance of 4522.31 feet more or less to a point on the South Right-of-Way line of Broadway Street and the POINT OF BEGINNING;  
Thence South 00 Degrees 16 Minutes 00 Seconds West, a distance of 198.12 feet;  
Thence South 03 Degrees 05 Minutes 56 Seconds West, a distance of 198.00 feet;  
Thence South 01 Degrees 58 Minutes 43 Seconds East, a distance of 195.15 feet;  
Thence South 10 Degrees 00 Minutes 20 Seconds West, a distance of 91.61 feet;  
Thence South 36 Degrees 06 Minutes 03 Seconds West, a distance of 422.91 feet;  
Thence South 41 Degrees 18 Minutes 33 Seconds West, a distance of 198.04 feet;  
Thence South 32 Degrees 00 Minutes 26 Seconds West, a distance of 317.29 feet;  
Thence South 29 Degrees 41 Minutes 03 Seconds West, a distance of 656.00 feet;  
Thence South 13 Degrees 38 Minutes 29 Seconds West, a distance of 158.30 feet;  
Thence South 46 Degrees 26 Minutes 19 Seconds West, a distance of 329.55 feet to a point on the South line of the Northeast Quarter of the Southeast Quarter of said Section 18 and the POINT OF TERMINUS.

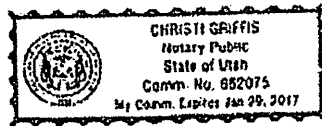


STATE OF Utah  
COUNTY OF Uintah ) ss.

The foregoing Addendum was acknowledged before me this of Sept. 29, 2015,  
by Ed. Yarnall, as owner of SBT INTERNET, a  
Utah company.

WITNESS my hand and official seal,  
My Commission Expires: 01/29/2017

Christi Griffis  
Notary Public



**EXHIBIT A**

A thirty foot (30.00') wide easement situated in Lot 1 and the northeast quarter of the northwest quarter of Section 19, Township 1 South, Range 1 West of the Ute Principal Meridian, County of Mesa, State of Colorado, said easement lying fifteen feet (15.00') each side of the following described centerline:

Commencing at Mesa County Survey Marker #710 for the north quarter corner of said Section 19 whence Mesa County Survey Marker #1198 for the center-north sixteenth corner of said Section 19 bears South 01°18'48" West with all bearings herein relative thereto:

Thence South 68°43'51" West, a distance of 1520.58 feet to the **Point of Beginning** of the centerline herein described;

Thence North 44°22'46" East, a distance of 65.00 feet;

Thence 35.28 feet along the arc of a 123.76 foot radius tangent curve to the right, through a central angle of 16°19'56", with a chord bearing North 52°32'44" East, a distance of 35.16 feet;

Thence North 60°42'42" East tangent to said curve, a distance of 596.12 feet;

Thence 95.63 feet along the arc of a 206.56 foot radius tangent curve to the right, through a central angle of 26°31'37", with a chord bearing North 73°58'31" East, a distance of 94.78 feet to a point of reverse curve;

Thence 94.30 feet along the arc of a 153.56 foot radius tangent curve to the left, through a central angle of 35°11'04", with a chord bearing North 69°38'47" East, a distance of 92.83 feet;

Thence North 52°03'15" East tangent to said curve, a distance of 57.77 feet;

Thence 170.12 feet along the arc of a 114.38 foot radius tangent curve to the right, through a central angle of 85°13'08", with a chord bearing South 85°20'11" East, a distance of 154.86 feet;

Thence South 42°43'36" East tangent to said curve, a distance of 235.87 feet;

Thence 162.02 feet along the arc of a 100.90 foot radius tangent curve to the left, through a central angle of 92°49'56", with a chord bearing South 89°08'34" East, a distance of 144.87 feet;

Thence North 44°26'28" East tangent to said curve, a distance of 196.30 feet to the **Point of Termination** of the centerline herein described being at or within the boundary of that easement described in Reception Number: 1995204 of the Mesa County records and as evidenced by an existing road.

The sidelines of said easement shall be shortened or extended to close at all angle points and terminate at the intersecting easement lines.

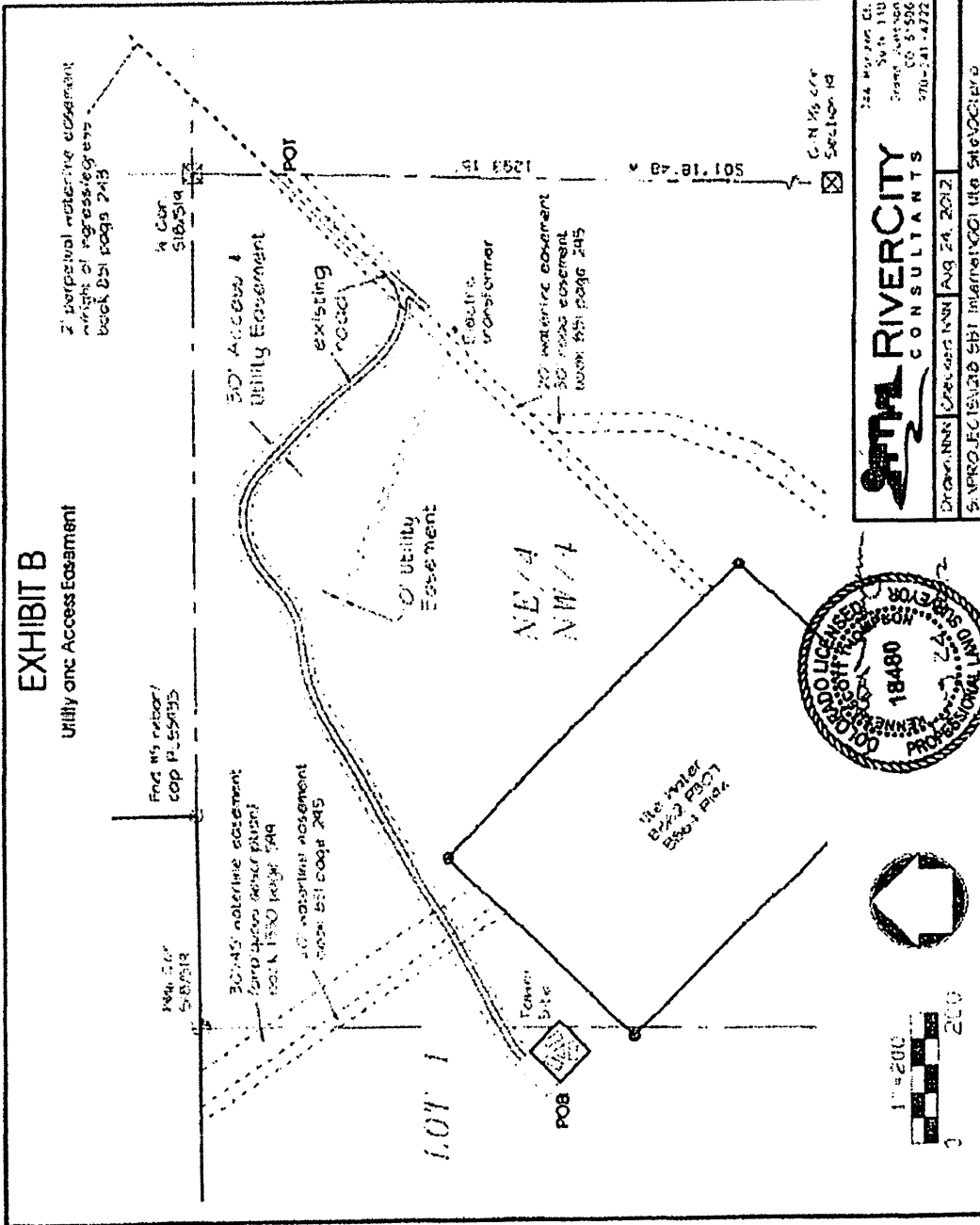
This description was prepared by  
K. Scott Dickinson  
Colorado P.L.S. 18480  
744 Horizon Court - #110  
Grand Junction, CO 81506

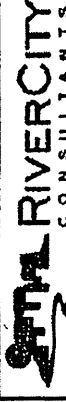


NOTICE: Any rewriting or retyping of this description must also include this preparation information. Lack of an original seal indicates this document is not the original.

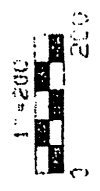
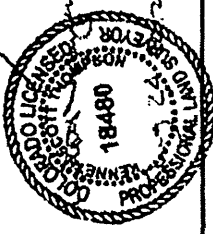
# EXHIBIT B

## Utility one Access Easement




  
 224 W. 2nd St.  
 Suite 110  
 Grand Junction  
 CO 81506  
 970-241-4772

Drawn: NNN | Checked: NNN | Aug 24, 2012  
 SANPROJ.ECT15A10 SBT Intermountain LLC Site/Office



**FIRST AMENDMENT AND ASSIGNMENT TO GRAND JUNCTION LAND COMPANY LLC COMMUNICATION SITE LEASE AGREEMENT**

THIS FIRST AMENDMENT AND ASSIGNMENT to the LEASE AGREEMENT is entered into effective July 15, 2014, between GRAND JUNCTION LAND COMPANY, LLC, a Colorado limited liability company ("GJLC"), Rex Jennings D/B/A SBT INTERNET and SBT TOWERS, LLC, a Utah limited liability company ("Lessee").

**RECITALS**

- A. GJLC and Rex Jennings D/B/A SBT INTERNET entered into a certain Lease Agreement effective August 1, 2012 (the "Agreement") pursuant to which Lessee leased a portion of GJLC's Property (the "Leased Property") more specifically described on Exhibit B of the Agreement for the operation of a Communications Facility.
- B. The Agreement provides Lessee with certain easement rights from GJLC for access to the Leased Property (the "Easement").
- C. As contemplated by Section 1. B. of the Agreement, GJLC & Lessee entered into an agreement in the form of an Addendum to the Lease Agreement effective August 1, 2012 (the "Addendum") to provide an additional roadway access easement to utilize and connect from the Easement to the Leased Property for the operation of the Communications Facility.

NOW, THEREFOR, for and in consideration of the foregoing, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, GJLC and Lessee hereby agree as follows:

- 1. Section 2 of the Agreement is hereby amended and restated as follows:

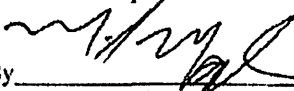
Initial Term. This Agreement shall be for an initial term of seven (7) years beginning on August 1, 2012 (the "Commencement Date") and expiring on July 31, 2019. Each anniversary of the Commencement Date during the initial term of this Agreement and during any extended terms shall be referred to as an "Anniversary Date".

- 2. Rex Jennings D/B/A SBT INTERNET ("ASSIGNOR") hereby assigns all right title and interest in the Lease Agreement together with the Addendum and this First Amendment to Lease Agreement (hereinafter to be collectively know as the "Agreement") to SBT Towers, LLC, a Utah limited liability company.
- 3. GJLC hereby consents to the assignment of the Agreement from Rex Jennings D/B/A SBT INTERNET to SBT Towers, LLC, a Utah limited liability company.

In witness hereof, GJLC and Lessee have caused this First Amendment to Lease Agreement to be executed by persons duly authorized thereunto effective as of the date first written above.

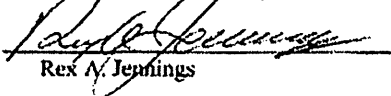
**LESSOR:**

GRAND JUNCTION LAND COMPANY, LLC  
a Colorado limited liability company  
by its Manager, Dunrene Management, Inc.  
a Colorado Corporation

By   
Michael C. Maple  
Its: Chief Operating Officer

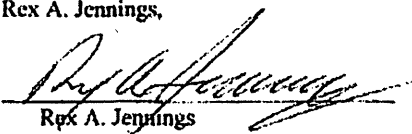
**LESSEE:**

SBT Towers, LLC  
a Utah limited liability company  
by its Manager, Rex A. Jennings

By   
Rex A. Jennings

**ASSIGNOR:**

Rex Jennings, D/B/A SBT INTERNET, a Utah company.  
By Rex A. Jennings,

By   
Rex A. Jennings  
Owner

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AND ONLY ACTS AS AN EXHIBIT

Exhibit "B"  
Site Plan



**Exhibit "B"**  
**Site Plan**

1) The City will construct a secure area in the Equipment Building, not smaller than 8x10 square feet, for the storage and installation of equipment racks, batteries, microwave, radios, and other associated radio equipment as listed in Exhibit C.

2) The City, in joint cooperation with the SBT Towers, may install its own communication equipment on the Tower and at the Tower Site. This equipment will include two (2) 800 MHz 9db Omni antennas, with a tower amplifies on the receive antenna and one microwave dish on the tower in addition to the equipment listed in Exhibit C.

3) The City may install a generator, transfer switch and associated equipment at a location of its choosing on the site to provide backup power to the City's equipment. The installation may include the occasional operation of the generator, which produces noise and odor. The production of noise and/or odor shall not be caused for termination of the Agreement. Generator use shall only be for the operation of the equipment used for this Radio Tower Site. The Radio Tower Site and any support building(s) on the Tower Site shall be clearly signed with the City's name and SBT Towers, addresses and telephone numbers.

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AND ONLY ACTS AS AN EXHIBIT

Exhibit "C"

Equipment List

Exhibit "C"  
Equipment List

<b>Quantity</b>	<b>Description</b>
6	Seven Foot Rack
7	GTR 8000 Repeaters
1	GTR 8000 Expandable Site Sub-System
1	Eaton 1400VA UPS
1	TTA, Compact Auto Quad 792-824-MHZ
1	Cisco Router
2	6-Port Receive Multicoupler
2	6-Port Cavity Combiner
2	Site Controller
2	Omni Antennae 4 DB
1	3-Foot Microwave Dish (Grand Junction Communications Center DTR)
1	Alcatel MDR 8000 Microwave Radio
12	Battery 24V
2	Battery Shelf
1	RFS Wall Mount Dehydrator
1	Generax 25 KW Generator
1	1000 Gallon Propane Tank
3	2-Foot HP Microwave Dish City of Grand Junction)