

RESOLUTION NO. 19-17

A RESOLUTION AUTHORIZING THE CITY PURCHASING DIVISION TO ENTER INTO THE OPTION AND LAND LEASE AGREEMENT WITH VERIZON WIRELESS FOR THE PLACEMENT OF A CONCEALED WIRELESS TELECOMMUNICATION TOWER ON THE SACCOMMANO PARK PROPERTY LOCATED AT THE CORNER OF H ROAD AND 26 1/2 ROAD

Recitals:

In May 2014, the Grand Junction City Council adopted a three to five-year Economic Development Plan (EDP) for the purpose of creating a clear plan of action for improving business conditions and attracting and retaining employers. Section 1.4 of the EDP focuses on providing technology infrastructure that enables and supports private investment. Expanding broadband capabilities and improving wireless and/or cellular coverage are key objectives of the EDP.

In June 2016, City Council adopted a Wireless Master Plan (WMP) to serve as a general planning tool to limit unnecessary proliferation of wireless infrastructure while maintaining compliance with state and federal regulations and allowing expansion and improvement of networks and greater access to wireless technology in the community. The WMP identifies areas where coverage is needed, and provides a framework for development of towers that will help maximize network coverage while minimizing the number of new telecommunication facilities. It includes siting standards and preferences for new communication facilities to ensure compatibility with the community and neighborhood character(s).

Verizon Wireless has identified Saccomanno Park as a good location for a telecommunications facility needed to provide enhanced voice and data wireless services to customers in the Grand Junction area. This includes more accurate location detection for emergency fire and police calls; faster data speeds on smartphones; tablets and other devices; and better reliability and quality of voice calls. This City property is located at the southeast corner of H Road and 26 ½ Road within the City limits. Surrounding land uses include a Catholic Church and school to the east, Paradise Hills Residential subdivision to the northeast, and medium to large lot residential to the north, west and south.

The site selected by Verizon is a WMP Priority Site. Site-specific concealment and structure type identified for this site in the WMP are respected by the design of the proposed tower. These will help ensure that it blends with the surroundings. Therefore, the Verizon proposal meets the framework and standards of the WMP.

The proposed tower is aesthetically pleasing and practical. It is a concealed 3-legged monolith design 65 feet in height concealed as a clock tower that can become an entry feature for the future park design. The proposed height is appropriate for the zone district and for a residential area. Design standards for the site in the WMP are

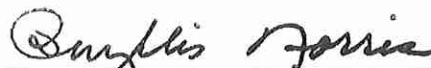
respected and help camouflage and blend the facilities into the surrounding cityscape. This will become a standard for future tower sites developed on public and private land within the City. Public property provides a stable platform for wireless companies and the compensation received for the tower lease can support the telecommunications needs of the City and help to control costs of public communications facilities. The tower will accommodate co-locations of two other carriers' antennas.

The Comprehensive Plan identifies growth opportunities and density increases for this area as Grand Junction grows over the next 25 years. This growth which includes a potential small neighborhood center at the H Road and 26 1/2 Road intersection and additional residential land uses in the area will need the services the cellular industry is proposing.

NOW THEREFORE BE IT HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF GRAND JUNCTION THAT:

The City of Grand Junction Purchasing Division is authorized to enter into the Option and Land Lease Agreement with Verizon Wireless for the placement of a concealed wireless telecommunication tower on the Saccommano Park property located at the corner of H Road and 26 1/2 Road (Exhibit A).

PASSED AND APPROVED this 5th day of April, 2017.



Phyllis Norris
President of the Council

ATTEST:



Stephanie Tuin
City Clerk



RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:

Sherman & Howard L.L.C.
633 17th Street, Suite 3000
Denver, Colorado 80202
Attn: Eileen Lynch
Re: CO3 Saccommano

(Space above this line for recorder's use)

MEMORANDUM OF OPTION AND LAND LEASE AGREEMENT

This MEMORANDUM OF LAND LEASE AGREEMENT is made this ____ day of _____, 20____, between the City of Grand Junction, a Colorado home rule municipality, with its principal offices located at 250 North 5th Street, Grand Junction, Colorado, hereinafter designated LESSOR and CommNet Cellular Inc d/b/a Verizon Wireless, with offices located at 180 Washington Valley Road, Bedminster, New Jersey 07921, hereinafter referred to as "LESSEE." LESSOR and LESSEE are at times collectively referred to hereinafter as the "Parties" or individually as a "Party."

1. LESSOR and LESSEE entered into an Option and Land Lease Agreement (the "Agreement") on _____, 20____ for an initial term of five (5) years, commencing on the Commencement Date. The Agreement shall automatically be extended for four (4) additional five (5) year terms unless the LESSEE terminates it at the end of the then current term by giving the LESSOR written notice of the intent to terminate at least six (6) months prior to the end of the then current term. If at the end of the fourth (4th) five (5) year extension term the Agreement has not been terminated by either Party by giving to the other written notice of an intention to terminate it at least three (3) months prior to the end of such term, this Agreement shall continue in force upon the same covenants, terms and conditions for a further term of five (5) years and for five (5) year terms thereafter until terminated by either Party by giving to the other written notice of its intention to so terminate at least three (3) months prior to the end of such term.

2. By the Agreement, LESSOR leased to LESSEE approximately 710 square-feet of land ("Land Space") on real property owned by LESSOR located at the southwest corner of 26 ½ Road and H Road, in Grand Junction, Colorado, in the County of Mesa, as shown and evidenced by and described in that certain Warranty Deed recorded at Book 2039, Page 300 and that certain Warranty Deed recorded at Book 2047 Page 618 in the Office of the Mesa County Clerk and Recorder (the "Property"), as legally described in Exhibit A attached hereto and made a part hereof for the installation, operation and maintenance of communications equipment; together with the non-exclusive license for ingress and egress from a public right-of-way, seven (7) days a week, twenty-four (24) hours a day, on foot or motor vehicle, including trucks, over, under, or along a fifteen (15) foot-wide area extending directly from the nearest public right-of-way, 26 ½ Road, to the Land Space ("15-Foot Easement") and a ten (10) foot wide area extending directly from the northern boundary of the Property to the 15-Foot Easement ("10-Foot Easement") and for

the installation and maintenance of utility wires, poles, cables, conduits, and pipes over, under, or along one or more rights of way from the Land Space (such rights-of-way collectively referred to herein as the "Access License"), said Land Space and Access License (hereinafter collectively referred to as the "Premises"), being substantially as described herein in Exhibit B and depicted on Exhibit C attached hereto and made a part hereof.

3. The Commencement Date of the Agreement, of which this is a Memorandum, is

_____.

4. LESSEE has the right of first refusal to purchase the Property during the initial term and all renewal terms of the Agreement.

5. The terms, covenants and provisions of the Agreement, the terms of which are hereby incorporated by reference into this Memorandum, shall extend to and be binding upon the respective executors, administrators, heirs, successors and assigns of LESSOR and LESSEE.

[Signature Blocks on Following Page. Remainder of Page Intentionally Left Blank.]

IN WITNESS WHEREOF, LESSOR and LESSEE have caused this Memorandum to be duly executed on the date first written hereinabove.

LESSOR:

City of Grand Junction,
a Colorado home rule municipality

By: _____

Name: _____

Title: _____

Date: _____

LESSEE:

CommNet Cellular Inc.
d/b/a Verizon Wireless

By: _____

Name: _____

Title: _____

Date: _____

[Notary Blocks on Following Page]

LESSOR:

STATE OF _____)
COUNTY OF _____) **ACKNOWLEDGEMENT**

I, _____, a Notary Public for said County and State, do hereby certify that _____ personally came before me this day and acknowledged that s/he is the _____ of the City of Grand Junction, a Colorado home rule municipality, and s/he, being authorized to do so, executed the foregoing MEMORANDUM OF OPTION AND LAND LEASE AGREEMENT as his/her own act and deed on behalf of the City of Grand Junction.

WITNESS my hand and official Notarial Seal, this ___ day of _____, 20__.

Notary Public

My Commission Expires:

LESSEE:

STATE OF _____)
COUNTY OF _____) **ACKNOWLEDGEMENT**

I, _____, a Notary Public for said County and State, do hereby certify that _____ personally came before me this day and acknowledged that s/he is the _____ of., and s/he, being authorized to do so, executed the foregoing MEMORANDUM OF OPTION AND LAND LEASE AGREEMENT as his/her own act and deed on behalf of _____.

WITNESS my hand and official Notarial Seal, this ___ day of _____, 20__.

Notary Public

My Commission Expires:

**EXHIBIT A
LEGAL DESCRIPTION OF PROPERTY**

**LOT 4 IN THE REPLAT OF LOT 2 OF SACCOMANNO MINOR SUBDIVISION, COUNTY OF
MESA, STATE OF COLORADO.**

EXHIBIT B: LEGAL DESCRIPTION OF THE PREMISES

LAND SPACE:

A PORTION OF LOT 4 IN THE REPLAT OF LOT 2 OF SACCOMANNO MINOR SUBDIVISION, COUNTY OF MESA, STATE OF COLORADO, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 2; THENCE SOUTH 01°46'58" WEST ALONG THE EAST LINE OF SAID LOT, 38.72 FEET; THENCE DEPARTING SAID EAST LINE NORTH 88°13'02" WEST, 44.59 FEET; THENCE SOUTH 46°46'58" WEST, 13.82 FEET; THENCE NORTH 88°13'02" WEST, 19.50 FEET; THENCE SOUTH 01°46'58" WEST, 3.03 FEET; THENCE NORTH 88°13'02" WEST, 22.50 FEET; THENCE NORTH 01°46'58" EAST, 18.03 FEET; THENCE SOUTH 88°13'02" EAST, 14.04 FEET TO THE POINT OF BEGINNING;

THENCE NORTH 01°46'58" EAST, 33.56 FEET TO THE NORTH LINE OF SAID LOT 2; THENCE SOUTH 88°10'33" EAST, 10.00 FEET ALONG SAID LOT LINE; THENCE DEPARTING SAID LINE SOUTH 01°46'58" WEST, 33.55 FEET; THENCE NORTH 88°13'02" WEST, 10.00 FEET TO THE POINT OF BEGINNING.

15-FOOT EASEMENT:

A PORTION OF LOT 4 IN THE REPLAT OF LOT 2 OF SACCOMANNO MINOR SUBDIVISION, COUNTY OF MESA, STATE OF COLORADO, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 2; THENCE SOUTH 01°46'58" WEST ALONG THE EAST LINE OF SAID LOT, 38.72 FEET TO THE POINT OF BEGINNING.

THENCE DEPARTING SAID EAST LINE NORTH 88°13'02" WEST, 44.59 FEET; THENCE SOUTH 46°46'58" WEST, 13.82 FEET; THENCE NORTH 88°13'02" WEST, 19.50 FEET; THENCE SOUTH 01°46'58" WEST, 3.03 FEET; THENCE NORTH 88°13'02" WEST, 22.50 FEET; THENCE NORTH 01°46'58" EAST, 18.03 FEET; THENCE SOUTH 88°13'02" EAST, 14.04 FEET; THENCE SOUTH 88°13'02" EAST, 21.75 FEET; THENCE NORTH 46°46'58" EAST, 13.82 FEET; THENCE SOUTH 88°13'02" EAST, 50.81 FEET; THENCE SOUTH 01°46'58" WEST, 15.00 FEET TO THE POINT OF BEGINNING.

10-FOOT EASEMENT:

A PORTION OF LOT 4 IN THE REPLAT OF LOT 2 OF SACCOMANNO MINOR SUBDIVISION, COUNTY OF MESA, STATE OF COLORADO, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 2; THENCE SOUTH 01°46'58" WEST ALONG THE EAST LINE OF SAID LOT, 38.72 FEET; THENCE DEPARTING SAID EAST LINE NORTH 88°13'02" WEST, 44.59 FEET; THENCE SOUTH 46°46'58" WEST, 13.82 FEET; THENCE NORTH 88°13'02" WEST, 19.50 FEET; THENCE SOUTH 01°46'58" WEST, 3.03 FEET TO THE POINT OF BEGINNING;

THENCE SOUTH 01°46'58" WEST, 20.00 FEET; THENCE NORTH 88°10'33" WEST, 35.50 FEET; THENCE NORTH 01°46'58" EAST, 20.00 FEET; THENCE SOUTH 88°10'33" EAST, 35.50 FEET; TO THE POINT OF BEGINNING.

**EXHIBIT C
DEPICTION OF PREMISES**

[TWO PAGES ATTACHED]

OPTION AND LAND LEASE AGREEMENT

This Agreement made this ____ day of _____, 20__, between the City of Grand Junction, a Colorado home rule municipality, with its principal offices located at 250 North 5th Street, Grand Junction, Colorado, hereinafter designated LESSOR and CommNet Cellular Inc. d/b/a Verizon Wireless, with its principal offices located at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920 (telephone number 866-862-4404), hereinafter designated LESSEE. The LESSOR and LESSEE are at times collectively referred to hereinafter as the "Parties" or individually as the "Party."

LESSOR is the owner of that certain real property located at the southwest corner of 26 ½ Road and H Road, in Grand Junction, Colorado, in the County of Mesa, as shown and evidenced by and described in that certain Warranty Deed recorded at Book 2039, Page 300 and that certain Warranty Deed recorded at Book 2047 Page 618 in the Office of the Mesa County Clerk and Recorder (the entirety of LESSOR's property is referred to hereinafter as the "Property", as further described on Exhibit A attached hereto and made a part hereof). LESSEE desires to obtain an option to lease a portion of said Property, being described as a 35½ foot by 20 foot parcel containing 710 square feet (the "Land Space"), together with a non-exclusive license for ingress and egress, seven (7) days a week, twenty-four (24) hours a day, on foot or motor vehicle, including trucks, over, under, or along a fifteen (15) foot wide area extending directly from the nearest public right-of-way, 26 ½ Road, to the Land Space ("15-Foot Easement") and a ten (10) foot wide area extending directly from the northern boundary of the Property to the 15-Foot Easement ("10-Foot Easement") and for the installation and maintenance of utility wires, poles, cables, conduits, and pipes over, under, or along one or more rights of way from the Land Space (such rights-of-way collectively referred to herein as the "Access License"), said Land Space and Access License (hereinafter collectively referred to as the "Premises"), being substantially as described herein in Exhibit B and depicted on Exhibit C attached hereto and made a part hereof.

NOW THEREFORE, in consideration of the sum of One Thousand Dollars (\$1,000.00), to be paid by LESSEE to the LESSOR, the LESSOR hereby grants to LESSEE the right and option to lease said Premises, for the term and in accordance with the covenants and conditions set forth herein. The foregoing payment shall be made by LESSEE within ninety (90) days of execution of this Agreement or of receipt by LESSEE from LESSOR of the Rental Documentation, as defined in and in accordance with Paragraph 3 of the Agreement below, whichever occurs later. The providing by LESSOR of Rental Documentation to LESSEE shall be a prerequisite for the payment of the foregoing amount or any other option or rental payment, if applicable, by LESSEE, and notwithstanding anything to the contrary herein, LESSEE shall have no obligation to make any payment(s) until Rental Documentation has been supplied to LESSEE.

The option may be exercised at any time on or prior to twelve (12) months after the date of this Agreement. If the option has not been so exercised, it shall be automatically extended for one additional period of twelve (12) months, unless LESSEE gives written notice to the LESSOR of the intent not to extend prior to the end of the initial option period. If the option is extended, LESSEE shall make an additional payment of One Thousand Dollars (\$1,000.00) to LESSOR within thirty

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(30) days of the option being extended, provided LESSOR has supplied to LESSEE the Rental Documentation, as defined in and in accordance with Paragraph 3 of the Agreement below. The time during which the option may be exercised may be further extended by mutual agreement in writing. If during said option period, or during the term of the lease, if the option is exercised, the LESSOR decides to subdivide, sell or change the status of the Property or his property contiguous thereto he shall immediately notify LESSEE in writing so that LESSEE can take steps necessary to protect LESSEE's interest in the Premises.

This option 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; 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 Property is located by reason of a merger, acquisition or other business reorganization; or to any entity which acquires or receives an interest in the majority of communication towers of the LESSEE in the market defined by the Federal Communications Commission in which the Property is located. As to other parties, this Agreement may not be sold, assigned 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.

Should LESSEE fail to exercise this option or any extension thereof within the time herein limited, all rights and privileges granted hereunder shall be deemed completely surrendered, this option terminated, and LESSOR shall retain all money paid for the option, and no additional money shall be payable by either Party to the other.

LESSOR shall cooperate with LESSEE in its effort to obtain all certificates, permits and other approvals that may be required by any Federal, State or Local authorities which will permit LESSEE use of the Premises. LESSOR shall take no action which would adversely affect the status of the Property with respect to the proposed use by LESSEE.

The LESSOR shall permit LESSEE, during the option period, free ingress and egress to the Premises to conduct such surveys, inspections, structural strength analysis, subsurface soil tests, and other activities of a similar nature as LESSEE may deem necessary, at the sole cost of LESSEE.

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

Notice of the exercise of the option shall be given by LESSEE to the LESSOR in writing by certified mail, return receipt requested, or by commercial courier. LESSEE shall be deemed to have exercised the option, and the following agreement shall take effect, on the date specified in writing by LESSEE in the Notice:

LAND LEASE AGREEMENT

This Agreement, made this _____ day of _____, 20____, between the City of Grand Junction, a Colorado home rule municipality, with its principal offices located at 250 North 5th Street, Grand Junction, Colorado, hereinafter designated LESSOR and CommNet Cellular Inc. d/b/a Verizon Wireless, with its principal office located at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920 (telephone number 866-862-4404), hereinafter designated LESSEE. The LESSOR and LESSEE are at times collectively referred to hereinafter as the "Parties" or individually as the "Party."

1. PREMISES. LESSOR hereby leases to LESSEE a portion of that certain parcel of property (the entirety of LESSOR's property is referred to hereinafter as the "Property"), located at the southwest corner of 26 ½ Road and H Road, in Grand Junction, Colorado, in the County of Mesa, as shown and evidenced by and described in that certain Warranty Deed recorded at Book 2039, Page 300 and that certain Warranty Deed recorded at Book 2047 Page 618 in the Office of the Mesa County Clerk and Recorder, and legally described on Exhibit A attached hereto and incorporated herein, which portion being described as a 35½ foot by 20 foot parcel containing 710 square feet (the "Land Space"), together with a non-exclusive license for ingress and egress, seven (7) days a week, twenty-four (24) hours a day, on foot or motor vehicle, including trucks, over, under, or along a fifteen (15) foot-wide area extending directly from the nearest public right-of-way, 26 ½ Road, to the Land Space ("15-Foot Easement") and a ten (10) foot-wide area extending directly from the northern boundary of the Property to the 15-Foot Easement ("10-Foot Easement"), and for the installation and maintenance of utility wires, poles, cables, conduits, and pipes over, under, or along one or more rights of way from the Land Space (such rights-of-way collectively referred to herein as the "Access License"), and for the installation and maintenance of utility wires, poles, cables, conduits, and pipes over, under, or along one or more rights of way from the Land Space, said Land Space and Rights of Way (hereinafter collectively referred to as the "Premises"), being substantially as described in Exhibit B and depicted in Exhibit C, which Exhibits are attached hereto and made a part hereof by this reference.

In the event any public utility is unable to use the Access License, the LESSOR hereby agrees to grant an additional Access License either to the LESSEE or to the public utility at no cost to the LESSEE.

Notwithstanding anything to the contrary in this Agreement, LESSOR and LESSEE hereby agree that at LESSEE's option, LESSEE shall have the right to lease additional space from LESSOR for the continued installation, operation and maintenance of its wireless communications facility on the Property (the "Additional Leased Area"). Upon LESSOR's approval of the Additional Leased Area, which approval shall not be unreasonably withheld, conditioned or delayed, the Parties agree to negotiate in good faith an amendment to the Lease to memorialize the location of the Additional Leased Area. The Parties further agree that rent for the Additional Leased Area shall be One and 50/100 Dollars (\$1.50) per square foot per month. Such rent increase shall become effective on the first day of the month after LESSEE commences construction within the Additional Lease Area. LESSEE shall be permitted to use the Additional Leased Area for the same purposes LESSEE is permitted to use the Property.

2. SURVEY. LESSEE has surveyed the Property and the Premises, and said survey , being the basis of Exhibit C, shall control in the event of boundary and access discrepancies between it and Exhibits A and/or B.

3. TERM; RENTAL.

a. This Agreement shall be effective as of the date of execution by both Parties, provided, however, the initial term shall be for five (5) years and shall commence on the Commencement Date (as hereinafter defined) at which time rental payments shall commence and be due at an initial total annual rental of Thirteen Thousand Two Hundred Dollars (\$13,200.00) to be paid in equal monthly installments on the first day of the month, in advance, to the City of Grand Junction, to the attention of the Purchasing Supervisor 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 Paragraph 23 below. Upon agreement of the Parties, LESSEE may pay rent by electronic funds transfer and in such event, LESSOR agrees to provide to LESSEE bank routing information for such purpose upon request of LESSEE. The Commencement Date shall be the first day of the month in which notice of the exercise of the option, as set forth above, is effective. However, LESSOR and LESSEE acknowledge and agree that initial rental payment(s) shall not actually be sent by LESSEE until ninety (90) days after the exercise of the option is effective.

(b). Beginning on the first anniversary of the Commencement Date and continuing throughout the Term, including any extensions or additional extensions, the annual rental due hereunder shall increase by two percent (2%) over the annual rental due during the immediately preceding lease year.

(c). LESSOR hereby agrees to provide to LESSEE certain documentation (the "Rental Documentation") evidencing LESSOR's interest in, and right to receive payments under, this Agreement, including without limitation: (i) documentation, acceptable to LESSEE in LESSEE's reasonable discretion, evidencing LESSOR's good and sufficient title to and/or interest in the Property and right to receive rental payments and other benefits hereunder; (ii) a complete and fully executed Internal Revenue Service Form W-9, or equivalent, in a form acceptable to LESSEE, for any party to whom rental payments are to be made pursuant to this Agreement; and (iii) other documentation requested by LESSEE in LESSEE's reasonable discretion. From time to time during the Term of this Agreement and within thirty (30) days of a written request from LESSEE, LESSOR agrees to provide updated Rental Documentation in a form reasonably acceptable to LESSEE. The Rental Documentation shall be provided to LESSEE in accordance with the provisions of and at the address given in Paragraph 23. Delivery of Rental Documentation to LESSEE shall be a prerequisite for the payment of any rent by LESSEE and notwithstanding anything to the contrary herein, LESSEE shall have no obligation to make any rental payments until Rental Documentation has been supplied to LESSEE as provided herein.

(d). Within fifteen (15) days of obtaining an interest in the Property or this Agreement, any assignee(s) or transferee(s) of LESSOR shall provide to LESSEE Rental Documentation in the manner set forth in the preceding paragraph. From time to time during the Term of this Agreement and within thirty (30) days of a written request from LESSEE, any assignee(s) or transferee(s) of LESSOR agrees to provide updated Rental Documentation in a form reasonably acceptable to LESSEE. Delivery of Rental Documentation to LESSEE by any assignee(s) or transferee(s) of LESSOR shall be a prerequisite for the payment of any rent by LESSEE to such party and notwithstanding anything to the contrary herein, LESSEE shall have no obligation to make any rental payments to any assignee(s) or transferee(s) of LESSOR until Rental Documentation has been supplied to LESSEE as provided herein.

3. EXTENSIONS. 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 the intent to terminate at least six (6) months prior to the end of the then current term.

4. ADDITIONAL EXTENSIONS. If at the end of the fourth (4th) five (5) year extension term this Agreement has not been terminated by either Party by giving to the other written notice of an intention to terminate it at least three (3) months prior to the end of such term, this Agreement shall continue in force upon the same covenants, terms and conditions for a further term of five (5) years and for five (5) year terms thereafter until terminated by either Party by giving to the other written notice of its intention to so terminate at least three (3) months prior to the end of such term. Annual rental for each such additional five (5) year term shall be equal to the annual rental payable with respect to the immediately preceding five (5) year term. The initial term and all extensions shall be collectively referred to herein as the "Term."

5. 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 LESSEE's improvements, 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 imposed 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 income 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.

6. USE; GOVERNMENTAL APPROVALS. LESSEE shall use the Premises for the purpose of constructing, maintaining, repairing and operating a communications facility and uses incidental thereto. A security fence consisting of chain link construction or similar but comparable construction may be placed around the perimeter of the Premises at the discretion of LESSEE (not including the access easement). All improvements, equipment, antennas and conduits shall be at LESSEE's expense and their installation shall be at the discretion and option of LESSEE. LESSEE shall have the right to replace, repair, add or otherwise modify its utilities, equipment, antennas and/or conduits or any portion thereof and the frequencies over which the equipment operates, whether the equipment, antennas, conduits or frequencies are specified or not on any exhibit attached hereto, during the Term. 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 which will permit LESSEE 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 Property with respect to the proposed use thereof by LESSEE. In the event that (i) any of such applications for such Governmental Approvals should be finally rejected; (ii) any Governmental Approval issued to LESSEE is canceled, expires, lapses, or is otherwise withdrawn or terminated by governmental authority; (iii) LESSEE determines that such Governmental Approvals may not be obtained in a timely manner; (iv) LESSEE determines that any soil boring tests are unsatisfactory; (v) LESSEE determines that the Premises is no longer technically compatible for its use, or (vi) LESSEE, in its sole discretion, determines that the use the Premises is obsolete or unnecessary, LESSEE shall have the right to terminate this Agreement. 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, or upon such later date as designated 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.

7. COMPLIANCE WITH LAW. LESSEE shall ensure that it's use of the Premises and its facilities comply with all applicable laws, including but not limited to FCC and FAA regulations governing telecommunications facilities.

8. INDEMNIFICATION. Subject to Paragraph 10 below, LESSEE shall indemnify and hold harmless LESSOR 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 LESSEE, 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 LESSOR, or its employees, contractors or agents.

9. INSURANCE.

- a. Notwithstanding the indemnity in section 9, 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 or to the Property, resulting from any fire, or other casualty of the kind covered by standard fire insurance policies 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 or the Property shall waive the insurer's right of subrogation against the other Party.
- b. LESSEE will maintain at its own cost;
 - i. Commercial General Liability insurance with limits of \$1,000,000 per occurrence for bodily injury (including death) for damage or destruction to property in any one occurrence
 - ii. Commercial Auto Liability insurance on all owned, non-owned and hired automobiles with a combined single limit of one million (\$1,000,000) - for bodily injury and property damage.
 - iii. Workers Compensation insurance providing the statutory benefits Employers Liability coverage with a limit of \$1,000,000 each accident/disease/policy limit.

LESSEE will include the LESSOR as an additional insured as their interest may appear under this Agreement on the Commercial General Liability and Auto Liability policies.

- c. The Parties acknowledge that LESSOR is a governmental entity and is self-insured to a certain extent and also insured through a governmental insurance pool otherwise. LESSOR's Property is covered by said insurance, but LESSEE's

facilities are not. Nothing in this Lease Agreement shall be construed so as to effect a waiver of the LESSOR's statutory or common law immunity to which it is entitled as a governmental entity.

10. LIMITATION OF LIABILITY. Except for indemnification pursuant to paragraphs 9 and 29, 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.

11. ANNUAL TERMINATION. Notwithstanding anything to the contrary contained herein, provided LESSEE is not in default hereunder beyond applicable notice and cure periods, LESSEE shall have the right to terminate this Agreement upon the annual anniversary of the Commencement Date provided that three (3) months prior notice is given to LESSOR.

12. 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 Property which existed on the Property prior to the date this Agreement is executed by the Parties. 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 relocate 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 Property who currently have or in the future take possession of the 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. 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.

13. 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 building(s), antenna structure(s) (except footings), 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 (as defined in Paragraph 33 below). 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 building, antenna structure, fixtures and all personal property are completed.

14. 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 Paragraph 14 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 Paragraph 14 and this Paragraph 15, then the rent then in effect payable from and after the time of the expiration or earlier removal period set forth in Paragraph 14 shall be equal to the rent applicable during the month immediately preceding such expiration or earlier termination.

15. RIGHT OF FIRST REFUSAL. If LESSOR elects, during the Term (i) to sell or otherwise transfer all or any portion of the Property, whether separately or as part of a larger parcel of which the Property is a part, or (ii) grant to a third party by easement or other legal instrument an interest in and to that portion of the Property occupied by LESSEE for the purpose of operating and maintaining communications facilities or the management thereof, with or without an assignment of this Agreement to such third party, LESSEE shall have the right of first refusal to meet any bona fide offer of sale or transfer on the same terms and conditions of such offer. If LESSEE fails to meet such bona fide offer within thirty (30) days after written notice thereof from LESSOR, LESSOR may sell or grant the easement or interest in the Property or portion thereof to such third person in accordance with the terms and conditions of such third party offer. For purposes of this Paragraph, any transfer, bequest or devise of LESSOR's interest in the Property as a result of the death of LESSOR, whether by will or intestate succession, or any conveyance to LESSOR's family members by direct conveyance or by conveyance to a trust for the benefit of family members shall not be considered a sale of the Property for which LESSEE has any right of first refusal.

16. RIGHTS UPON SALE. Should LESSOR, at any time during the Term decide (i) to sell or transfer all or any part of the Property to a purchaser 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 Property occupied by LESSEE 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 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 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 not be released from its obligations to LESSEE under this Agreement, and LESSEE shall have the right to look to LESSOR and the third party for the full performance of this Agreement.

17. QUIET ENJOYMENT. LESSOR covenants that LESSEE, on paying the rent and performing the covenants herein, shall peaceably and quietly have, hold and enjoy the Premises.

18. 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 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 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.

19. 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. 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.

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

21. 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 Property is located by reason of a merger, acquisition or other business reorganization. As to other parties, this Agreement may not be sold, assigned 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. LESSEE may sublet the Premises within its sole discretion, upon notice to LESSOR. LESSEE shall notify LESSOR of all proposed co-locations on LESSEE's tower by carriers other than LESSEE not fewer than 30 days prior to installation of any co-location. Such other carriers shall be considered sub-lessees under this Agreement. Notwithstanding any provision to the contrary, all proposed sub-lessees shall be required to lease ground space for sub-lessees' ground equipment and shelters directly from LESSOR. Any sublease that is entered into by LESSEE shall be subject to the provisions of this Agreement and shall be binding upon the successors, assigns, heirs and legal representatives of the respective Parties hereto.

22. 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: City of Grand Junction
Purchasing Supervisor
City of Grand Junction
250 N. 5th Street
Grand Junction, Colorado 81501

LESSEE: CommNet Cellular Inc
d/b/a Verizon Wireless
180 Washington Valley Road
Bedminster, New Jersey 07921
Attention: Network Real Estate

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

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

24. 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 Property 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 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 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 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 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.

25. 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.

26. DEFAULT.

a. LESSEE' BREACH. 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. LESSOR'S GENERAL BREACH. 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.

c. LESSOR'S BREACH AFFECTING LESSEE'S USE. Notwithstanding the foregoing to the contrary, it shall be a default under this Agreement if LESSOR fails, within five (5) days after receipt of written notice of such breach, to perform an obligation required to be performed by LESSOR if the failure to perform such an obligation interferes with LESSEE's ability to conduct its business on the Property; provided, however, that if the nature of LESSOR's obligation is such that more than five (5) days after such notice is reasonably required for its performance, then it shall not be a default under this Agreement if performance is commenced within such five (5) day period and thereafter diligently pursued to completion.

27. REMEDIES. Upon a default, the non-defaulting Party may at its option (but without obligation to do so), perform the defaulting Party's duty or obligation on the defaulting Party's behalf, including but not limited to the obtaining of reasonably required insurance policies. The costs and expenses of any such performance by the non-defaulting Party shall be due and payable by the defaulting Party upon invoice therefor. 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 under the Laws or judicial decisions of the state in which the Premises are located; provided, however, LESSOR shall use reasonable efforts to mitigate its damages in connection with a default by LESSEE. If LESSEE so performs any of LESSOR's obligations hereunder, the full amount of the reasonable and actual cost and expense incurred by LESSEE shall immediately be owing by LESSOR to LESSEE, and LESSOR shall pay to LESSEE upon demand the full undisputed amount thereof 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. Notwithstanding the foregoing, if LESSOR does not pay LESSEE the full undisputed amount within thirty (30) days of its receipt of an invoice setting forth the amount due from LESSOR, LESSEE may offset the full undisputed amount, including all accrued interest, due against all fees due and owing to LESSOR until the full undisputed amount, including all accrued interest, is fully reimbursed to LESSEE.

28. 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 Property, unless such conditions or concerns are caused by the specific activities of LESSEE in the Premises.

b. LESSOR shall 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, unless 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 Property or activities conducted thereon, unless such environmental conditions are caused by LESSEE.

c. In the event that abatement of hazardous materials is required in connection with the construction of the Premises, LESSOR shall take responsibility as generator of the waste resulting from the abatement and shall cooperate with any necessary abatement procedures, including signing all necessary documents and manifest required for abatement. "Hazardous Material" shall mean any material, substance, chemical or waste identified as hazardous, toxic, solid waste or dangerous in any applicable federal, state or local Law or regulation (including petroleum, impacted soils and asbestos).

29. CASUALTY. In the event of damage by fire or other casualty to the Premises that cannot reasonably be expected to be repaired within forty-five (45) days following same or, if the 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, 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, 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.

30. CONDEMNATION. In the event of any condemnation of all or any portion of the 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 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. LESSEE shall be entitled to and shall receive and retain that part of the award or price paid by the condemning authority for the entire Property which is attributable to the improvements, fixtures, conduits, antennas, equipment; and all other things of LESSEE situated on the Property which cannot be removed, as well as LESSEE's relocation costs, damages and losses, and the loss of its leasehold interest (collectively, "Losses"). 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. In the event that this Agreement is not terminated by reason of such condemnation, LESSOR shall promptly repair any damage to the Premises caused by such condemning authority. In the event this Agreement is not terminated, LESSEE shall also be entitled to an award for its Losses.

31. SUBMISSION OF AGREEMENT/PARTIAL INVALIDITY/AUTHORITY. The submission of this Agreement for examination does not constitute an offer to lease the Premises and 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.

32. APPLICABLE LAWS. During the Term, LESSOR shall maintain the Property 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, the Americans with Disabilities Act and 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.

33. 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.

34. 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.

[Signature Blocks on Following Page]

[Remainder of Page Intentionally Left Blank.]

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

LESSOR:

City of Grand Junction,
a Colorado home rule municipality

By: _____

Name: _____

Title: _____

Date: _____

LESSEE:

CommNet Cellular Inc
d/b/a Verizon Wireless

By: _____

Name: _____

Title: _____

Date: _____

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

LOT 4 IN THE REPLAT OF LOT 2 OF SACCOMANNO MINOR SUBDIVISION, COUNTY OF MESA, STATE OF COLORADO.

EXHIBIT B: LEGAL DESCRIPTION OF THE PREMISES

LAND SPACE:

A PORTION OF LOT 4 IN THE REPLAT OF LOT 2 OF SACCOMANNO MINOR SUBDIVISION, COUNTY OF MESA, STATE OF COLORADO, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 2; THENCE SOUTH 01°46'58" WEST ALONG THE EAST LINE OF SAID LOT, 38.72 FEET; THENCE DEPARTING SAID EAST LINE NORTH 88°13'02" WEST, 44.59 FEET; THENCE SOUTH 46°46'58" WEST, 13.82 FEET; THENCE NORTH 88°13'02" WEST, 19.50 FEET; THENCE SOUTH 01°46'58" WEST, 3.03 FEET; THENCE NORTH 88°13'02" WEST, 22.50 FEET; THENCE NORTH 01°46'58" EAST, 18.03 FEET; THENCE SOUTH 88°13'02" EAST, 14.04 FEET TO THE POINT OF BEGINNING;

THENCE NORTH 01°46'58" EAST, 33.56 FEET TO THE NORTH LINE OF SAID LOT 2; THENCE SOUTH 88°10'33" EAST, 10.00 FEET ALONG SAID LOT LINE; THENCE DEPARTING SAID LINE SOUTH 01°46'58" WEST, 33.55 FEET; THENCE NORTH 88°13'02" WEST, 10.00 FEET TO THE POINT OF BEGINNING.

15-FOOT EASEMENT:

A PORTION OF LOT 4 IN THE REPLAT OF LOT 2 OF SACCOMANNO MINOR SUBDIVISION, COUNTY OF MESA, STATE OF COLORADO, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 2; THENCE SOUTH 01°46'58" WEST ALONG THE EAST LINE OF SAID LOT, 38.72 FEET TO THE POINT OF BEGINNING.

THENCE DEPARTING SAID EAST LINE NORTH 88°13'02" WEST, 44.59 FEET; THENCE SOUTH 46°46'58" WEST, 13.82 FEET; THENCE NORTH 88°13'02" WEST, 19.50 FEET; THENCE SOUTH 01°46'58" WEST, 3.03 FEET; THENCE NORTH 88°13'02" WEST, 22.50 FEET; THENCE NORTH 01°46'58" EAST, 18.03 FEET; THENCE SOUTH 88°13'02" EAST, 14.04 FEET; THENCE SOUTH 88°13'02" EAST, 21.75 FEET; THENCE NORTH 46°46'58" EAST, 13.82 FEET; THENCE SOUTH 88°13'02" EAST, 50.81 FEET; THENCE SOUTH 01°46'58" WEST, 15.00 FEET TO THE POINT OF BEGINNING.

10-FOOT EASEMENT:

A PORTION OF LOT 4 IN THE REPLAT OF LOT 2 OF SACCOMANNO MINOR SUBDIVISION, COUNTY OF MESA, STATE OF COLORADO, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 2; THENCE SOUTH 01°46'58" WEST ALONG THE EAST LINE OF SAID LOT, 38.72 FEET; THENCE DEPARTING SAID EAST LINE NORTH 88°13'02" WEST, 44.59 FEET; THENCE SOUTH 46°46'58" WEST, 13.82 FEET; THENCE NORTH 88°13'02" WEST, 19.50 FEET; THENCE SOUTH 01°46'58" WEST, 3.03 FEET TO THE POINT OF BEGINNING;

THENCE SOUTH 01°46'58" WEST, 20.00 FEET; THENCE NORTH 88°10'33" WEST, 35.50 FEET; THENCE NORTH 01°46'58" EAST, 20.00 FEET; THENCE SOUTH 88°10'33" EAST, 35.50 FEET; TO THE POINT OF BEGINNING.

EXHIBIT C
DEPICTION OF PREMISES

[ATTACH SURVEY PAGE SHOWING PREMISES]