

Prepared by: Madison Fallmann  
After recording return to: Rita Drinkwater  
SBA Network Services, LLC  
8051 Congress Avenue, 3<sup>rd</sup> Floor  
Boca Raton, FL 33487-1307  
Phone: 1-800-487-7483 Ext. 7872

Property Parcel ID: 2943-073-00-235

**AMENDMENT TO OPTION & LAND LEASE AGREEMENT  
AND MEMORANDUM OF OPTION AND LAND LEASE**

**THIS AMENDMENT TO OPTION & LAND LEASE AGREEMENT AND MEMORANDUM OF OPTION AND LAND LEASE** (this "Amendment") is made as of the 12<sup>th</sup> day of July 2021, by and between **THE CITY OF GRAND JUNCTION**, a Colorado home rule municipality with its principal offices located at 250 North 5<sup>th</sup> Street, Grand Junction, Colorado ("Lessor") and **SBA TOWERS IX, LLC**, a Delaware limited liability company with an address at 8051 Congress Avenue, Boca Raton, Florida 33487-1307 ("Lessee").

**WHEREAS**, Lessor and Lessee entered into a certain unrecorded Option & Land Lease Agreement dated September 27, 2018 (the "Lease"), as evidenced by that certain Memorandum of Option and Land Lease dated September 27, 2018 and recorded on October 25, 2018, as Instrument Number 2859158, and amended on August 20, 2020 and recorded on August 31, 2020 as Instrument Number 2940235, all recorded with the Mesa County Clerk and Recorder (collectively, the "Lease Documents"), whereby Lessor leases to Lessee a portion of that certain real property (the "Premises") as depicted in Exhibit "A" attached hereto located at 540 28 1/4 Road, in Grand Junction, Mesa County, State of Colorado 81501, Property Parcel ID: 2943-073-00-235 (the "Property") with the attached legal description set forth as Exhibit "B" hereto, for the construction and operation of a wireless communications facility.

**WHEREAS**, Lessor and Lessee desire and intend to, to amend and supplement the Lease Documents as provided herein.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto covenant, agree and bind themselves to the following modifications to the Lease Documents:

1. The following shall be added to Paragraph 1(a), The Option:

The Option Period may be extended for an additional one (1) year, covering the period from September 27, 2021 to September 26, 2022 ("Additional Option Period"), upon written notification to Lessor by Lessee accompanied by the payment of an additional One Thousand and No/100 Dollars (\$1,000.00) ("Additional Option Fee").

2. This Amendment will be governed by and construed and enforced in accordance with the laws of the State in which the Premises are located without regard to principles of conflicts of law.
3. This Amendment may be executed in counterparts, each of which shall be deemed an original document, but all of which will constitute a single document. This document shall not be binding on or constitute evidence of a contract between the parties hereto until such time as a counterpart of this document has been executed by each party and a copy thereof delivered to each other party of this Amendment.
4. Except as specifically set forth in this Amendment, the Lease Documents are otherwise unmodified and remain in full force and effect and are hereby ratified and reaffirmed. In the event of any inconsistencies between the Lease Documents and this Amendment, the terms of this Amendment shall take precedence.
5. Capitalized terms not defined in this Amendment will have the meaning ascribed to such terms in the Lease Documents.
6. This Amendment shall be effective as of the date last executed below.

**[SIGNATURES ON PAGES TO FOLLOW]**

IN WITNESS WHEREOF, the parties have executed this Amendment as of the day and year first above written.

WITNESSES:

Belinda White

Print Name: BELINDA WHITE

John A. McFarland

Print Name: John A. McFarland

LESSOR: CITY OF GRAND JUNCTION

a Colorado home rule municipality

Greg Caton

By: Greg Caton  
Title: City Manager

Date: 7/7/2021

STATE OF Colorado }

COUNTY OF Mesa }

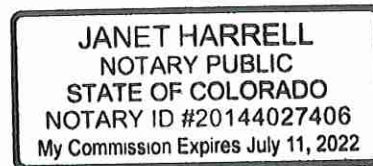
I, Janet Harrell, a notary public of Mesa County, State of Colorado CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid, to take acknowledgments, personally appeared Greg Caton, as City Manager, of **CITY OF GRAND JUNCTION**, a Colorado home rule municipality, to me known to be the person described in and who executed the foregoing instrument and who acknowledged before me that she executed the same in the capacity aforesaid.

WITNESS my hand and official seal in the County and State last aforesaid the 7<sup>th</sup> day of July, 2021.

Sign Name: Janet Harrell

Print Name: Janet Harrell  
Notary Public

My Commission expires on: 7-11-22



**WITNESSES:**

*[Signature]*  
Print Name: Madison Fallmann

*Jenny Vargas*  
Print Name: Jenny Vargas

**LESSEE: SBA TOWERS IX, LLC,**  
a Delaware limited liability company

*[Signature]*  
By: Alyssa Houlihan  
Title: Vice President, Site Leasing

Date: 7-12-2021

STATE OF FLORIDA }  
COUNTY OF PALM BEACH } .ss:

I, Wendy Carrick, a notary public of Palm Beach County, Florida CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid, to take acknowledgments, personally appeared **ALYSSA HOULIHAN**, as Vice President, Site Leasing of **SBA TOWERS IX, LLC**, a Delaware limited liability company, to me known to be the person described in and who executed the foregoing instrument and who acknowledged before me that she executed the same in the capacity aforesated.

WITNESS my hand and official seal in the County and State last aforesaid the 12<sup>th</sup> day of July, 2021

Sign Name: *Wendy Carrick*  
Print Name: Wendy Carrick  
Notary Public

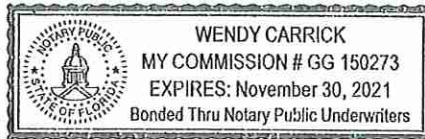
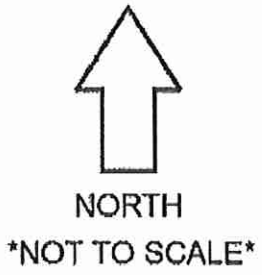
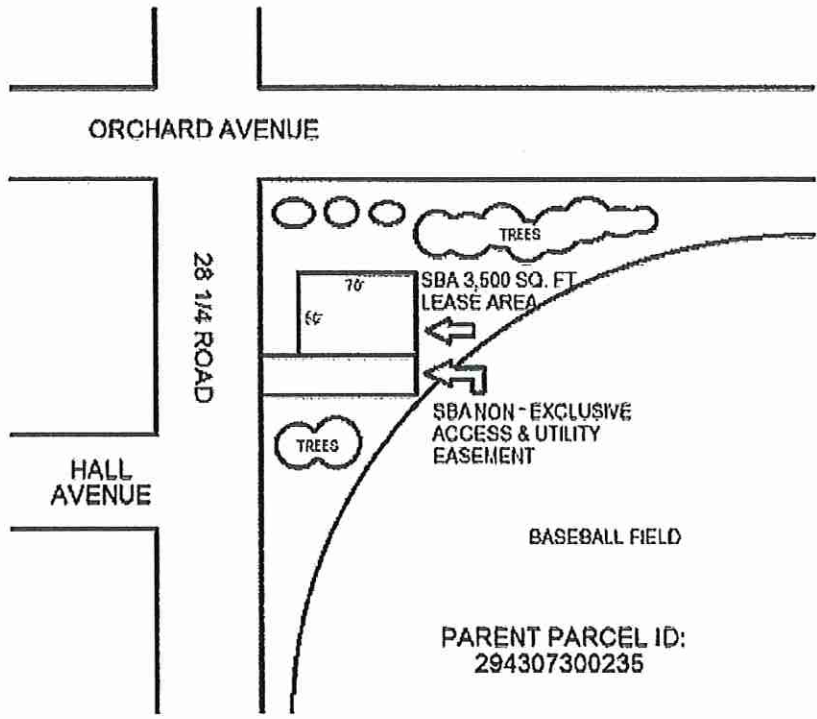


Exhibit A  
Premises



**Exhibit "B"**  
**Legal Description of the Property**

The north twelve and one-half (12-1/2) acres of the West Half of the Northeast Quarter of the Southwest quarter Section 7, Township One South, Range One East of the Ute Meridian, together with all ditch, lateral and water rights thereto belonging including fourteen (14) shares of the capital stock of the Grand Valley Irrigation Company.

AND BEING the same property conveyed to The City of Grand Junction, Colorado from Louisa O. Bair by Deed dated January 14, 1971 and recorded January 19, 1971 in Deed Book 954, Page 587.

Tax Parcel No. 2943-073-00-235

Prepared by: Grace Cortes  
After recording return to: Rita Drinkwater  
SBA Network Services, LLC  
8051 Congress Avenue, 3<sup>rd</sup> Floor  
Boca Raton, FL 33487-1307  
Phone: 1-800-487-7483 Ext. 7872

Property Parcel ID: 2943-073-00-235

**AMENDMENT TO AND REINSTATEMENT OF OPTION & LAND LEASE AGREEMENT  
AND MEMORANDUM OF OPTION AND LAND LEASE**

**THIS AMENDMENT TO AND REINSTATEMENT OF OPTION & LAND LEASE AGREEMENT AND MEMORANDUM OF OPTION AND LAND LEASE** (this "Amendment") is made as of the 20<sup>th</sup> day of August 2020, by and between the **CITY OF GRAND JUNCTION**, a Colorado home rule municipality with its principal offices located at 250 North 5<sup>th</sup> Street, Grand Junction, Colorado ("Lessor") and **SBA TOWERS IX, LLC**, a Delaware limited liability company with an address at 8051 Congress Avenue, Boca Raton, Florida 33487-1307 ("Lessee").

**WHEREAS**, Lessor and Lessee entered into a certain unrecorded Option & Land Lease Agreement dated September 27, 2018 (the "Lease"), as evidenced by that certain Memorandum of Option and Land Lease dated September 27, 2018 and recorded on October 25, 2018, as Instrument Number 2859158, recorded with the Mesa County Clerk and Recorder (collectively, the "Lease Documents"), whereby Lessor leases to Lessee a portion of that certain real property (the "Premises") as depicted in Exhibit "A" attached hereto located at 540 28 1/4 Road, in Grand Junction, Mesa County, State of Colorado 81501, Property Parcel ID: 2943-073-00-235 (the "Property") with the attached legal description set forth as Exhibit "B" hereto, for the construction and operation of a wireless communications facility.

**WHEREAS**, Lessor and Lessee desire and intend to reinstate, amend and supplement the Lease Documents as provided herein.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto covenant, agree and bind themselves to the following modifications to the Lease Documents:

1. The following shall be added to Paragraph 1(a), The Option:



IN WITNESS WHEREOF, the parties have executed this Amendment as of the day and year first above written.

WITNESSES:

Bekinda White

Print Name: BEKINDA WHITE

Print Name: \_\_\_\_\_

LESSOR: CITY OF GRAND JUNCTION

a Colorado home rule municipality

By: Greg Caton

Title: City Manager

Date: August 17, 2020

STATE OF Colorado }

COUNTY OF Mesa }

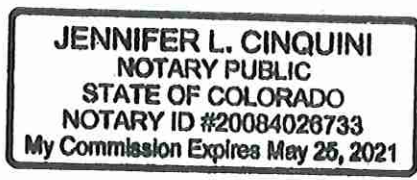
I, Jennifer L. Cinquini, a notary public of Mesa County, State of Colorado CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid, to take acknowledgments, personally appeared Greg Caton, as City Manager, of CITY OF GRAND JUNCTION, a Colorado home rule municipality, to me known to be the person described in and who executed the foregoing instrument and who acknowledged before me that she executed the same in the capacity aforesaid.

WITNESS my hand and official seal in the County and State last aforesaid the 17th day of August, 2020.

Sign Name: Jennifer L. Cinquini

Print Name: Jennifer L. Cinquini  
Notary Public

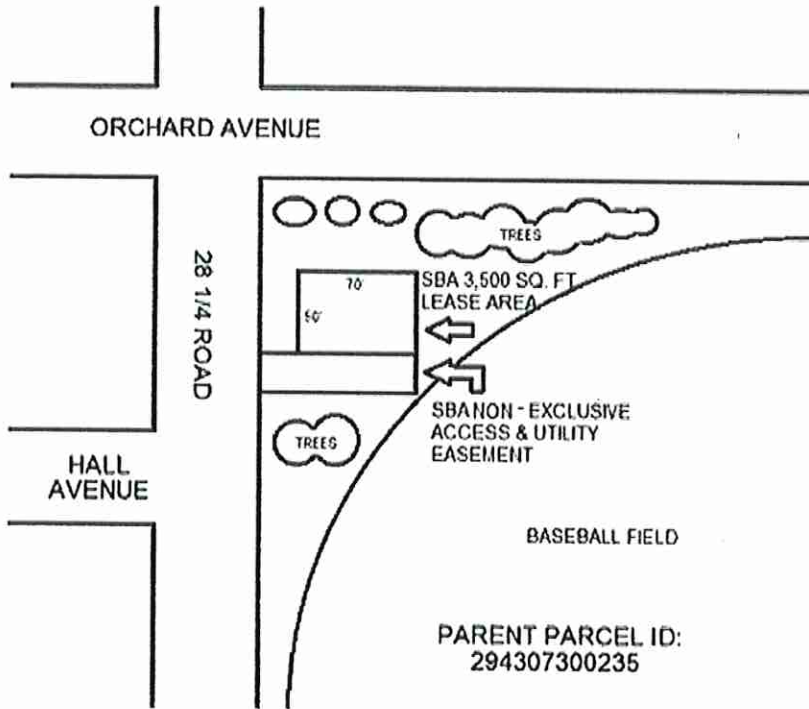
My Commission expires on: May 25, 2021







**Exhibit A  
Premises**



**Exhibit "B"**  
**Legal Description of the Property**

The north twelve and one-half (12-1/2) acres of the West Half of the Northeast Quarter of the Southwest quarter Section 7, Township One South, Range One East of the Ute Meridian, together with all ditch, lateral and water rights thereto belonging including fourteen (14) shares of the capital stock of the Grand Valley Irrigation Company.

AND BEING the same property conveyed to The City of Grand Junction, Colorado from Louisa O. Bair by Deed dated January 14, 1971 and recorded January 19, 1971 in Deed Book 954, Page 587.

Tax Parcel No. 2943-073-00-235



SBA Communications Corporation  
8051 Congress Avenue  
Boca Raton, FL 33487-1307

T + 561.995.7670  
F + 561.995.7626

sbsite.com

**Via FedEx 2<sup>nd</sup> Day**

June 25, 2019

The City of Grand Junction  
Attn: Purchasing Supervisor  
250 N. 5th Street  
Grand Junction, CO 81501

RE:    **SBA Site Name:**                   Orchard 3, CO  
          **SBA Site ID #:**                CO22363-S-0  
          **SBA Property Address:**     540 28 1/4 Road, Grand Junction, CO, 81501

**Additional Option Fee Payment (the "Additional Option Fee")**

Dear Lessor:

This letter provides notice that SBA Towers IX, LLC ("SBA") has opted to extend the additional one (1) year option period in connection with the above-noted property.

Therefore, your Additional Option Fee payment in the amount of \$1,000.00 is enclosed and this additional option period will begin on September 27, 2019 and expires September 26, 2020.

It is required that you acknowledge receipt of the Additional Option Fee by signing below and returning a copy to my attention via fax number (561) 226-3501, by email to [kdawson@sbsite.com](mailto:kdawson@sbsite.com) or by regular mail to the address noted above.

If you have any questions regarding this, please feel free to contact me directly at (800) 487-7483 ext. 7956 or via email. SBA looks forward to a continued and pleasant working relationship with you.

Sincerely,

Kellea Dawson  
Processing Administrator

**Receipt of Additional Option Fee Payment Acknowledged by:**

  
\_\_\_\_\_  
Lessor(s) on behalf of The City of Grand Junction

7/8/2019  
\_\_\_\_\_  
Date

Enclosure(s)

cc: Attn: City Attorney, 250 N. 5th Street, Grand Junction, CO 81501

## OPTION AND LAND LEASE AGREEMENT

This Agreement made this 27<sup>th</sup> day of September, 2018, 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 SBA Towers IX, LLC, with its principal offices located at 8051 Congress Avenue, Boca Raton, FL 33487 (telephone number 561-995-7670), 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 540 28 ¼ Road in Grand Junction, Colorado, in the County of Mesa, as shown and evidenced by and described in that certain Warranty Deed recorded at Reception #999403 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 exclusive option to lease a portion of said Property, being described as a 50 foot by 70 foot parcel containing 3,500 square feet (the "Land Space"), together with a non-exclusive license to use, for ingress, egress, parking, and the installation and maintenance of utilities, seven (7) days a week, twenty-four (24) hours a day, on foot or motor vehicle, including trucks, a 15 foot wide area extending directly from the nearest public right-of-way to the Land Space ("License Area"), said Land Space and License Area (hereinafter collectively referred to as the "Premises"), being substantially depicted on Exhibit B, which Exhibits are attached hereto and made a part hereof.

LESSEE acknowledges that the Property is subject to a pre-existing telecommunications facility lease with another entity for a light pole currently located on the Property, and that LESSEE's signals cannot interfere with that entity's pre-existing signals and LESSEE's facilities cannot physically interfere with such entity's use of its pre-existing facilities. For purposes of this paragraph, the term "pre-existing" shall mean existing prior to the date of this Agreement set forth above.

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 during the twelve (12) months following 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 the option 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 (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 its property contiguous thereto Lessor shall immediately notify LESSEE in writing prior to such subdivision, sale or status change occurring 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 for the use contemplated hereunder. 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 Agreement 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 27<sup>th</sup> day of September, 2018, 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 SBA Towers IX, LLC, with its principal office located at 8051 Congress Avenue, Boca Raton, FL 33487 (telephone number 561-995-7670), 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 for its exclusive use a portion of that certain parcel of property (the entirety of LESSOR's property is referred to hereinafter as the "Property"), 540 28 1/4 Road, Parcel Id: 2943-073-00-235, in Grand Junction, Colorado, in the County of Mesa, as shown and evidenced by and described in that certain Warranty Deed recorded at Book 954, Page 957, 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 50 foot by 70 foot parcel containing 3,500 square feet (the "Land Space"), together with a non-exclusive easement for ingress and egress and parking, 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 to the Land Space ("15-Foot Easement") for the installation and maintenance of utility wires, poles, cables, conduits, and pipes over, under, or along such easement to and from the Land Space ("Access and Utility Easement"), said Land Space and Access and Utility Easement (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 and Utility Easements, the LESSOR hereby agrees to grant an additional access and utility easement 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"), except that this right shall not apply to additional space for additional or other tower(s) on the Property. 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 this Agreement 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, except that it may not be used for any new or additional tower.

LESSEE acknowledges that the Property is subject to a pre-existing telecommunications facility lease with another entity for a light pole currently located on the Property, and that LESSEE's signals cannot interfere with that entity's pre-existing signals and LESSEE's facilities cannot physically interfere with such entity's use of its pre-existing facilities. LESSEE shall promptly remove and/or rectify any such facilities or signal interference upon notice thereof by LESSOR or by such other entity to LESSEE. For purposes of this paragraph, the term "pre-existing" shall mean existing prior to the date of this Agreement set forth above.

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 rent payments shall commence and be due at an initial total annual rent of Thirteen Thousand Two Hundred Dollars (\$13,200.00), to be paid in equal monthly installments of One Thousand One Hundred Dollars (\$1,100.00), 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 sixty (60) days in advance of any rent payment due 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. 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 rent 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 (as defined below), including any extensions or additional extensions, the annual rent due hereunder shall increase by two percent (2%) over the annual rent 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 rent 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 rent 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 below. 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 rent 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 rent 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 this Agreement at the end of the then current term by giving LESSOR written notice of LESSEE's 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 in accordance with the terms of this Agreement, 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 the then current additional extension term. Annual rent for the first five (5) year extension term shall be equal to the annual rent payable with respect to the immediately preceding five (5) year term, with each subsequent extension, 3% will be added to the new base rent. 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 taxes, real estate taxes, assessments, or charges owed on the Property which the taxing authority 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 the taxing authority 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 taxes, 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. An example of the proposed design of the wireless communications facility is shown on Exhibit C, as attached hereto and made a part hereof. 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 License Area). 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, in its sole discretion, determines that the Premises is no longer technically, economically or otherwise viable for its use, or (vi) LESSEE, in its sole discretion, determines that the use of 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 rents 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 its use of the Premises and its facilities complies 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 8 above, 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 property 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 and 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 its 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 adequately covered by said insurance, but LESSEE's facilities are not. Nothing in this 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 for third party claims for bodily injury or property damage and for environmental claims pursuant to Paragraphs 8 and 28 hereof, respectively, or willful misconduct, 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 of 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 LESSEE's equipment as long as LESSEE demonstrates that it is making a good faith effort to remedy the interference issue. LESSOR agrees that LESSOR 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 industry standards to the then existing or future equipment of LESSEE or its sublessees as contemplated for LESSEE's intended use of the Premises under this Agreement. The Parties acknowledge that there may 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, within ninety (90) days after expiration of the Term or any earlier termination of this Agreement, remove its building(s), antenna structure(s) (except footings and foundation), equipment, above-ground conduits, fixtures and all personal property and restore the Premises to its otherwise original condition, reasonable wear and tear and casualty damage excepted. LESSOR agrees and acknowledges that all of the buildings, structures, 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 32 below). If such time for removal causes LESSEE to remain on the Premises after expiration or termination of this Agreement, LESSEE shall pay rent at the then existing monthly rent rate or at the then existing monthly rent rate as escalated for the next lease year pursuant to Section 3.b. above if based upon a longer payment term, until such time as the removal of the building, antenna structure, above-ground conduits, fixtures, equipment and all personal property are completed in accordance with this Section 13.

14. HOLDOVER. LESSEE has no right to retain possession of the Premises or any part thereof beyond the expiration of the removal period set forth in Paragraph 13 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, and LESSEE holds over in violation of Paragraph 13 and this Paragraph 14, then the rent then in effect payable from and after the time of the expiration of the removal period set forth in Paragraph 13 shall be equal to the rent applicable during the month immediately preceding such expiration of the removal period.

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 on which the Land Space is located (but not for the use of the Land Space while occupied by LESSEE), such sale, transfer or grant of an easement or interest therein shall be under and subject to this Agreement and any such purchaser, transferee or grantee 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 on which the Land Space is located (but not for the use of the Land Space while occupied by LESSEE), and 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 such 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 with respect to the subject matter hereof 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 with respect to this Agreement, and any addition, variation or modification to this Agreement shall be void and ineffective unless made in a writing signed by both 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 hereof 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 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. Carriers and others subletting space on the Premises shall be considered sublessees under this Agreement. Any sublease that is entered into by LESSEE shall be subject to the provisions of this Agreement.

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 national 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 to the Parties, respectively, 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. 5 th Street  
Grand Junction, Colorado 81501

With a copy to the CITY ATTORNEY at the same address.

LESSEE: SBA Towers IX, LLC  
8051 Congress Avenue  
Boca Raton, FL 33487  
Attention: Site Administration  
RE: CO22363-S / Orchard 3

With a copy to LESSEE's General Counsel at the same address.

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

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 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 in a 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 or its successor-in-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 this Agreement, (2) fulfill LESSOR's obligations under this Agreement, and (3) promptly cure all of the then-existing LESSOR defaults under this 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 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 cure period applicable to LESSOR. In the event LESSOR defaults in the payment and/or other performance of any Mortgage or 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 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 this Agreement 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 hereunder, 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) business 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 hereunder, 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 necessary 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 such demand 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 such 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 rent and other amounts 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 fully 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 and LESSEE's exercise of its option to terminate pursuant to the terms of this Section 30, this Agreement shall terminate and the Parties shall have no further obligation (except for indemnifications which expressly survive this Agreement and any accrued obligations of the Parties ) as of the date the condemning authority takes title or possession. 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 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 which is attributable to the improvements, fixtures, conduits, antennas, equipment and other personal property of LESSEE, 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 of the taking by the condemning authority 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 LESSEE by reason of such condemnation, LESSOR shall promptly repair any damage to the Premises caused by such condemning authority and LESSEE shall also be entitled to an award for its Losses as described herein.

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 this 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 this Agreement. They shall not affect or be utilized in the construction or interpretation of this Agreement.

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: GREG CATON  
Title: CITY MANAGER  
Date: 9-21-18

Witness:   
Print Name: BELIANA WHITE

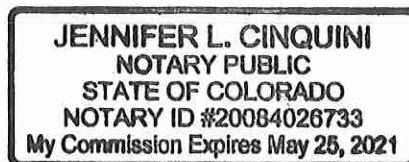
Witness:   
Print Name: Tara Petek

**Notary Public:**

I do hereby certify that Greg Caton, who is personally known to me, or who has proved by sufficient evidence to be the person named herein, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and seal this 21 day of September, 2018.

  
Notary Signature



LESSEE:

SBA Towers IX, LLC  
a Delaware limited liability company

By: \_\_\_\_\_

Name: Alyssa Houlihan  
President, Site Leasing

Title: \_\_\_\_\_

Date: 9-27-18

Witness: Andrea Reid-Gentles

Print Name: Andrea Reid-Gentles

Witness: Graciela Cortés

Print Name: Graciela Cortés

**Notary Public:**

I do hereby certify that Alyssa Houlihan, who is personally known to me, or who has proved by sufficient evidence to be the person named herein, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and seal this 27 day of Sept., 2018.

Wendy Carrick  
Notary Signature

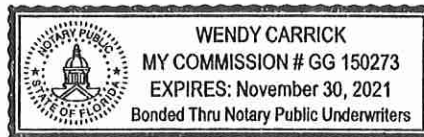


EXHIBIT A  
LEGAL DESCRIPTION OF THE PROPERTY

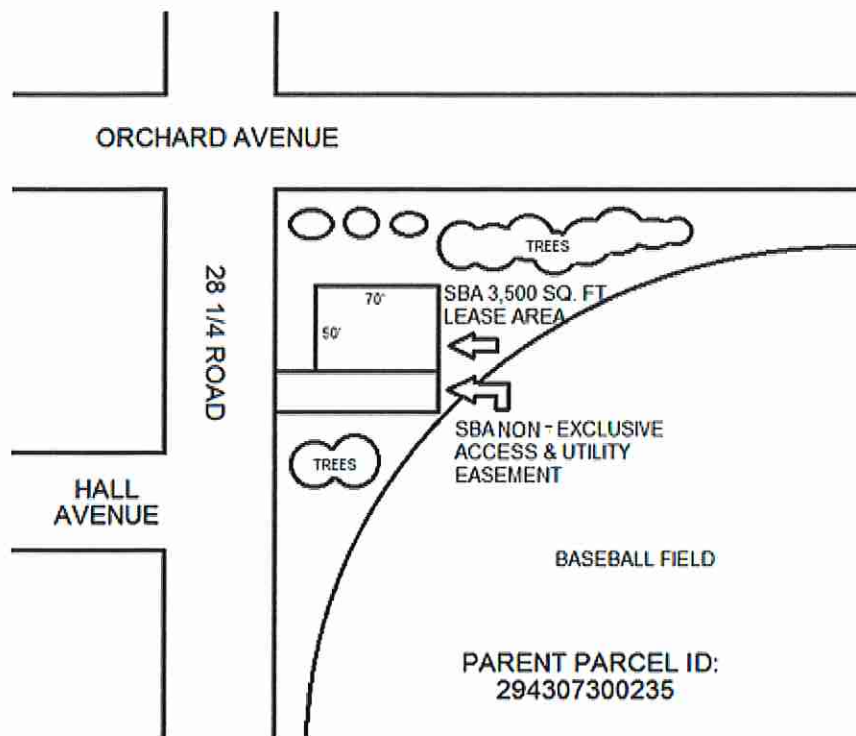
The north twelve and one-half (12-1/2) acres of the West Half of the Northeast Quarter of the Southwest quarter Section 7, Township One South, Range One East of the Ute Meridian, together with all ditch, lateral and water rights thereto belonging including fourteen (14) shares of the capital stock of the Grand Valley Irrigation Company.

AND BEING the same property conveyed to The City of Grand Junction, Colorado from Louisa O. Bair by Deed dated January 14, 1971 and recorded January 19, 1971 in Deed Book 954, Page 587.

Tax Parcel No. 2943-073-00-235

EXHIBIT B

DEPICTION OF PREMISES

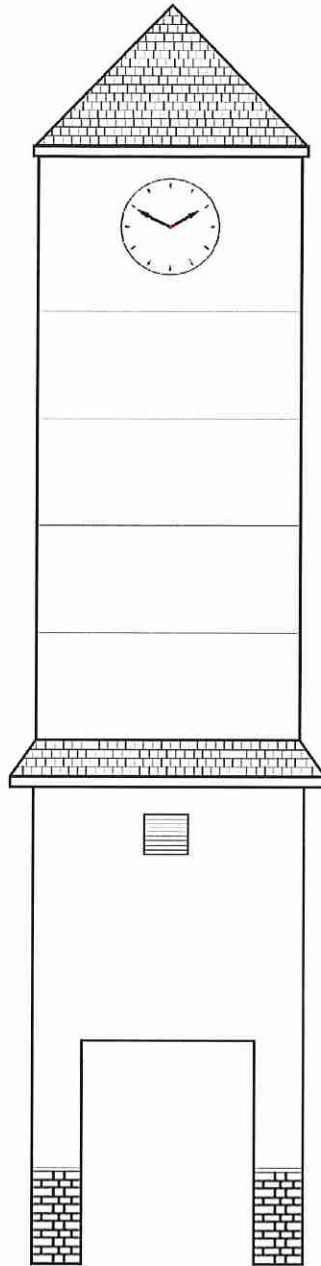


NORTH

\*NOT TO SCALE\*

EXHIBIT C

EXAMPLE OF PROPOSED DESIGN OF WIRELESS COMMUNICATIONS FACILITY



\* NOT TO SCALE

Prepared by: Site Leasing  
After recording return to: Rita Drinkwater  
SBA TOWERS IX, LLC  
8051 Congress Avenue  
Boca Raton, FL 33487-1307  
Ph: 1-800-487-7483 ext. 7872

### MEMORANDUM OF OPTION AND LAND LEASE

THIS **MEMORANDUM OF OPTION AND LAND LEASE** (herein "Memorandum") is made this 27 day of Sept., 2018, by and between the **CITY OF GRAND JUNCTION**, a Colorado home rule municipality, having an address of 250 North 5<sup>th</sup> Street, Grand Junction, Colorado 81501 (herein "Lessor") and **SBA TOWERS IX, LLC**, a Delaware limited liability company, having a principal office located at 8051 Congress Avenue, Boca Raton, Florida 33487-1307 (herein "Lessee").

WHEREAS, Lessor and Lessee entered into that certain Option and Land Lease Agreement, (hereinafter referred to as "Agreement") dated Sept. 27, 2018, whereby Lessor granted to Lessee an Option to lease a portion of the Property (as defined below). All terms used but not defined herein shall have the meaning ascribed to them in the Agreement.

WHEREAS, Lessor and Lessee desire to enter into this Memorandum to give notice of said Agreement and all of its terms, covenants and conditions to the same extent as if the same were fully set forth herein.

NOW, THEREFORE, for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration including the option, the rents reserved and the covenants and conditions more particularly set forth in the Lease, Lessor and Lessee do hereby covenant, promise and agree as follows:

1. The Agreement provides in part that Lessor grants to Lessee an exclusive and irrevocable Option to lease approximately 3500 (50' x 70') square feet as depicted in Exhibit A attached hereto (the "Land Space"), within the property commonly known as 540 28 ¼ Road, City of Grand Junction, County of Mesa, State of Colorado, Property Parcel ID: 2943-073-00-235, with the legal description set forth in Exhibit B attached hereto (the "Property"). The Initial Option Period expires one (1) year from date of execution and may be extended for an additional period of one (1) year.
2. In the event Lessee exercises the Option, Lessee shall lease the Land Space from Lessor, together with all easements for ingress, egress and utilities as more particularly described in the Lease, all upon the terms and conditions more particularly set forth in the Agreement for a term of five (5) years, which term is subject to four (4) additional five (5) year extension periods.



3. The sole purpose of this instrument is to give notice of said Agreement and all its terms, covenants and conditions to the same extent as if the same were fully set forth herein. The Agreement contains certain other rights and obligations in favor of Lessor and Lessee which are more fully set forth therein.

4. 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 on which the Land Space is located (but not for the use of the Land Space while occupied by Lessee), such sale, transfer or grant of an easement or interest therein shall be under and subject to the Agreement and any such purchaser, transferee or grantee shall recognize Lessee's rights thereunder under the terms of the 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 on which the Land Space is located (but not for the use of the Land Space while occupied by Lessee), and assigns the Agreement to a third party, Lessor shall not be released from its obligations to Lessee under the Agreement, and Lessee shall have the right to look to Lessor and such third party for the full performance of the Agreement.

5. The conditions, covenants and agreements contained in this instrument shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, executors, administrators, successors and assigns for the Term of the Lease and any extensions thereof. All covenants and agreements of the Lease shall run with the land.

[Signature Page(s) to Follow]



## EXHIBIT A

The Leased Space shall consist of 3,500 (50' x 70') square feet of ground space along with easement rights for access to the Leased Space by vehicle or foot from the nearest public way and for the installation of utility wires, poles, cables, conduits and pipes on the Premises in the approximate locations as depicted below:

LEASED SPACE LEGAL DESCRIPTION/ACCESS AND UTILITY EASEMENTS (SKETCH IF UNAVAILABLE)

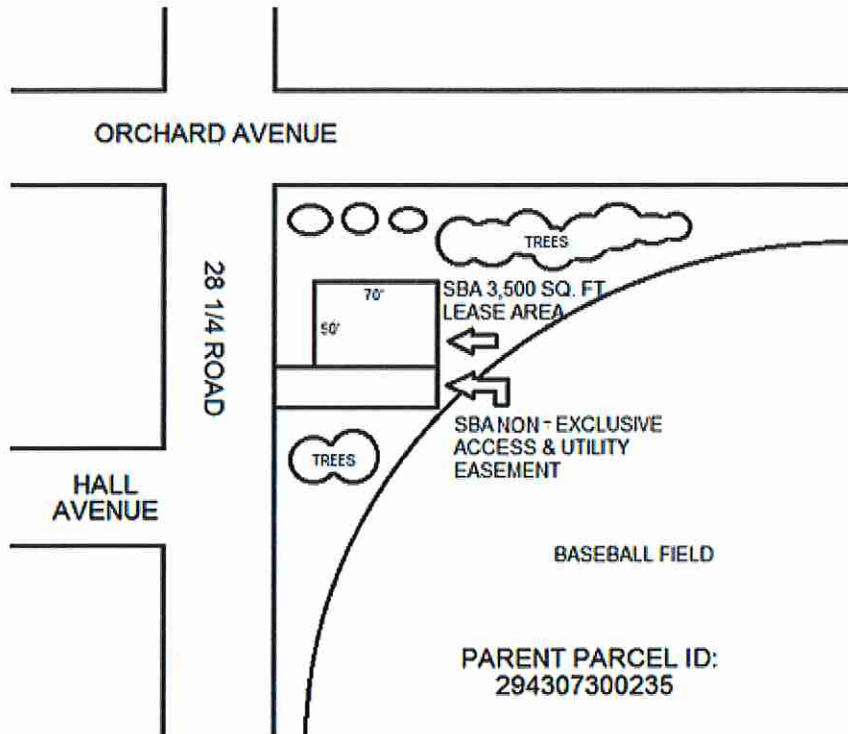
The north twelve and one-half (12-1/2) acres of the West Half of the Northeast Quarter of the Southwest quarter Section 7, Township One South, Range One East of the Ute Meridian, together with all ditch, lateral and water rights thereto belonging including fourteen (14) shares of the capital stock of the Grand Valley Irrigation Company.

AND BEING the same property conveyed to The City of Grand Junction, Colorado from Louisa O. Bair by Deed dated January 14, 1971 and recorded January 19, 1971 in Deed Book 954, Page 587.

Tax Parcel No. 2943-073-00-235

# EXHIBIT B

## DEPICTION OF PREMISES



Prepared by: Site Leasing  
After recording return to: Rita Drinkwater  
SBA TOWERS IX, LLC  
8051 Congress Avenue  
Boca Raton, FL 33487  
Ph: 1-800-487-7483 ext. 7872

**MEMORANDUM OF LAND LEASE**

THIS **MEMORANDUM OF LAND LEASE** (herein "Memorandum") is made this 27<sup>th</sup> day of Sept., 2018, by and between the **CITY OF GRAND JUNCTION**, a Colorado home rule municipality, having an address of 250 North 5<sup>th</sup> Street, Grand Junction, Colorado 81501 (herein "Lessor") and **SBA TOWERS IX, LLC**, a Delaware limited liability company, having a principal office located at 8051 Congress Avenue, Boca Raton, Florida 33487-1307 (herein "Lessee").

WHEREAS, Lessor and Lessee entered into that certain Option and Land Lease, dated \_\_\_\_\_, 2018, (hereinafter referred to as "Agreement") whereby Lessor leased to Lessee a portion of the Premises (as defined below). All terms used but not defined herein shall have the meaning ascribed to them in the Agreement.

WHEREAS, Lessor and Lessee desire to enter into this Memorandum to give notice of said Agreement and all of its terms, covenants and conditions to the same extent as if the same were fully set forth herein.

NOW, THEREFORE, for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration including the rents reserved and the covenants and conditions more particularly set forth in the Agreement, Lessor and Lessee do hereby covenant, promise and agree as follows:

1. The Agreement provides in part that Lessor leases to Lessee approximately 3,500 (50' x 70') square feet, as depicted in Exhibit "B" attached hereto (the "Land Space") within the property commonly known as 540 28 ¼ Road, City of Grand Junction, County of Mesa, State of Colorado, Property Parcel ID: 2943-073-00-235, with the legal description set forth in Exhibit "A" attached hereto (the "Premises").
2. Lessee shall lease the Land Space from Lessor, together with all easements for ingress, egress and utilities as more particularly described in the Agreement, all upon the terms and conditions more particularly set forth in the Agreement for a term of five (5) years, which term is subject to four (4) additional five (5) year extension periods.
3. The sole purpose of this instrument is to give notice of said Agreement and all its terms, covenants and conditions to the same extent as if the same were fully set forth herein. The Agreement contains certain other rights and obligations in favor of Lessor and Lessee which are more fully set forth therein.

4. 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 on which the Land Space is located (but not for the use of the Land Space while occupied by Lessee), such sale, transfer or grant of an easement or interest therein shall be under and subject to the Agreement and any such purchaser, transferee or grantee shall recognize Lessee's rights thereunder under the terms of the 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 on which the Land Space is located (but not for the use of the Land Space while occupied by Lessee), and assigns the Agreement to a third party, Lessor shall not be released from its obligations to Lessee under the Agreement, and Lessee shall have the right to look to Lessor and such third party for the full performance of the Agreement.

5. The conditions, covenants and agreements contained in this instrument shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, executors, administrators, successors and assigns for the Term of the Agreement and any extensions thereof. All covenants and agreements of the Agreement shall run with the land.

[Signature Page(s) to Follow]



WITNESSES:

Andrea Reid-Gentles  
Andrea Reid-Gentles  
Print Name

Graciela Cortes  
Graciela Cortes  
Print Name

LESSEE: SBA TOWERS IX, LLC,  
a Delaware limited liability company

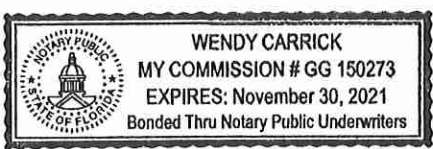
By: [Signature]  
Print: Alyssa Houlihan  
Its: Vice President, Site Leasing  
Date: 9-27-18

STATE OF FLORIDA            }  
  }.ss:  
COUNTY OF PALM BEACH    }

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid, to take acknowledgments, personally appeared **ALYSSA HOULIHAN, AS VICE PRESIDENT, SITE LEASING OF SBA TOWERS IX, LLC**, a Delaware limited liability company, to me known to be the person described in and who executed the foregoing instrument and who acknowledged before me that she executed the same in the capacity aforesated.

WITNESS my hand and official seal in the County and State last aforesaid the 27 day of Sept., 2018.

Sign Name: Wendy Carrick  
Print Name: Wendy Carrick  
Notary Public



My Commission Expires: \_\_\_\_\_



## EXHIBIT A

The Land Space shall consist of 3,500 (50' x 70') square feet of ground space along with easement rights for access to the Leased Space by vehicle or foot from the nearest public way and for the installation of utility wires, poles, cables, conduits and pipes on the Property in the approximate locations as depicted below:

LAND SPACE LEGAL DESCRIPTION/ACCESS AND UTILITY EASEMENT (SKETCH IF UNAVAILABLE)

The north twelve and one-half (12-1/2) acres of the West Half of the Northeast Quarter of the Southwest quarter Section 7, Township One South, Range One East of the Ute Meridian, together with all ditch, lateral and water rights thereto belonging including fourteen (14) shares of the capital stock of the Grand Valley Irrigation Company.

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Tax Parcel No. 2943-073-00-235

EXHIBIT B  
DEPICTION OF PREMISES

