

RESOLUTION NO. 97- 148

A RESOLUTION APPROVING A PROPERTY
LEASE AGREEMENT BETWEEN
THE TOWN OF CASTLE ROCK AND
U S WEST NEW VECTOR

WHEREAS, the Town of Castle Rock ("Town") and U.S. West NewVector ("U S West") agree to the terms and conditions of the Property Lease Agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF CASTLE ROCK, COLORADO AS FOLLOWS:

Section 1. Approval. The Property Lease Agreement in the form attached as *Exhibit I* is hereby approved. The Mayor and other proper Town officials are hereby authorized to execute the agreement by and on behalf of the Town of Castle Rock, Colorado.

PASSED, APPROVED AND ADOPTED this 25th day of SEPTEMBER, 1997, by the Town Council of the Town of Castle Rock, Colorado, on first and final reading, by a vote of 5 for and 0 against.

ATTEST:

TOWN OF CASTLE ROCK

Sally A. Misare, Town Clerk

Donald K. Jones, Mayor

Approved as to form:

Robert J. Slentz, Town Attorney

Signatures found on Contract

PROPERTY LEASE AGREEMENT

ORIGINAL

5th day of March, 1998,

THIS LEASE entered into as of this ~~21st day of November~~, 1997, by and between the Town of Castle Rock, Colorado (hereinafter "Town") and U S WEST NewVector, a Colorado Corporation, with its principal office located at 3350 161st Avenue S.E., Bellevue, Washington 98009 (hereinafter "Tenant").

Background

A. Town is the owner in fee simple of a parcel of land located in the Town of Castle Rock, Douglas County, State of Colorado, legally described on the attached *Exhibit A* (the "Property").

B. Tenant desires to lease space on that portion of the Property ("Premises") measuring approximately ninety-two feet by thirty five feet (92' x 35'), described on the attached *Exhibit B*, for the installation, operation and maintenance of certain equipment which may include an equipment shelter/cabinets, antenna support structure ("Tower"), antennas, connecting cables and any appurtenances (collectively, "Equipment") for use in connection with its wireless communications service, together with the right of access and utilities.

C. Town and Tenant intend by this Lease to provide authority for Tenant to accommodate a collocation of communication facilities for Western Wireless and U S West Wireless (collectively the "Collocators") together with that of Tenant in accordance with the terms of this lease.

D. Accordingly, the parties are entering into this Lease on the terms and conditions set forth below. The capitalized terms used herein shall have the meaning set forth herein.

Agreement

In consideration of their mutual covenants, the parties agree as follows:


1. Leased Premises. Town leases to Tenant and Tenant leases from Town, on an exclusive basis, except for collocation of facilities as provided in Section 4 of this Lease, the Premises as specified and described on the Site Plan attached as *Exhibit B* for the construction, operation and maintenance of a communication facility, including a Tower, antennas and related equipment consistent with the use permitted in accordance with Section 5 of this Lease, together with the non-exclusive right for ingress and egress, seven (7) days a week, twenty-four (24) hours a day, on foot or motor vehicle, including trucks, and for the installation and maintenance of utility wires, cables, conduits, and pipes over, under, or along a twenty (20) foot wide right-of-way and easement extending from the nearest public right(s)-of-way to the

premises. Lessor agrees to execute without delay any easement documents as may be required by any utility company in connection with Tenant's use of the Premises. Further, Lessor will grant to Tenant any and all necessary easements for the placement of guy anchors required to secure the guyed Tower. Tenant intends to locate its Equipment, as described more fully on the attached **Exhibit C**, on the Premises. Tenant may not add Equipment, other than as may be added by the Collocators, in addition to that shown on **Exhibit C** or provide a use other than as described in Section 4 of this Lease, other than as approved in writing by the Town, which approval shall not be unreasonably withheld, and in accordance with any applicable ordinance.

This Lease is not a franchise nor is it a permit to use the Rights-of-Way. Any such franchise or permit must be obtained separately from Town.

2. Term. This Lease shall commence on March 5, 1998~~1997~~ (the "Commencement Date") for an initial term of five (5) years. This Lease may be renewed at Tenant's option for two additional five (5) year terms. Renewal shall occur automatically unless Tenant shall provide written notice of expiration of this Lease no less than 60 days prior to expiration of the preceding term. Upon the conclusion of the second renewal term, this Lease may be renewed by Tenant for five (5) additional one (1) year terms, such renewal shall occur automatically unless Tenant or Town provides written notice of expiration of the Lease no less than 60 days prior to expiration of the preceding one (1) year term.

3. Rent.

 a. Tenant shall pay the Town rental fees in the amount of \$1,000 per month, commencing ^{March 5, 1998}~~October 1, 1997~~, and due on the 1st day of each and every calendar month thereafter, and one-third or 33.3% of the sublease payments received from any Collocator related to the use of the Property ("Rent").

b. Tenant shall pay the Town a late payment charge equal to five percent (5%) of the amount due for any payment not paid when due. Any amounts not paid when due shall bear interest until paid at the rate of twelve percent (12% per annum until the delinquent payment is made in full.

c. Rent shall be increased yearly by an amount equal to the CPI as determined in accordance with the attached **Exhibit D**.

d. If this Lease is terminated at a time other than on the last day of the month, Rent shall be prorated as of the date of termination and, in the event of termination for any reason other than nonpayment of Rent, all prepaid Rents shall be refunded to Tenant, less any expenses or damage incurred by Town as a result of the termination, including but not limited to, any expenses of removal.

e. At the time of execution of this Lease, Tenant shall pay to the Town the lesser of fifty percent or \$6,000 of Town's costs related to the technical consulting, drafting and negotiation of this Lease. Town shall provide to Tenant invoices or other evidence of Town's lease related costs.

4. Collocation. Tenant shall allow the Town, pursuant to a lease agreement substantially similar to this Lease, at no cost to the Town, to locate, communications facilities (including, but not limited to antennas, transmitters, receivers, support equipment, buildings and facilities on Tenant's Tower and on a portion of the Property for the purposes of fire, police, public safety, ethernet and other governmental and public communication purposes ("Governmental Agency"). Tenant shall also provide to Town the use of Tenant's facilities, including a separately enclosed and accessed portion of Tenant's equipment shelter, as specifically set forth in the attached *Exhibit E* and the plans as approved by Town. The parties intend that Collocators shall also collocate on the Tower and Premises. The term "Collocator" and "Collocation", as used in this Lease, shall refer only to the entities referenced in Recital C and not to Tenant, the Town or a Governmental Agency, that collocates on the Tower. Neither NewVector nor the Town shall be included in the definition of a Collocator as that term is used in this Lease.

Tenant shall allow collocation on the Tower and a portion of the Premises. Tenant and the Collocators shall negotiate in good faith to accomplish collocation on the Tower and the Premises. Good faith negotiations shall include offering a Collocator the opportunity to rent space on the Tower and Premises at fair market value.

Collocators desiring to collocate on the Tower must enter into separate written agreements with the Tenant relating to use of the Tower and the Premises. In addition to the terms of any proposed sublease between the Collocators and the Tenant, the Collocators shall be bound by all of the terms and conditions of this Lease. A Collocator shall negotiate in good faith with Tenant regarding compensation acceptable to Tenant for use of the Tower and a portion of the Premises.

Any future entity desiring to collocate on the Tower must enter into separate agreements with both Tenant (relating to use of the Tower) and the Town (for the lease of the Property for the installation of equipment shelters/cabinets and access).

Any proposed future lessee of Tenant which is a Governmental Agency shall be required to enter into a separate agreement substantially similar to this Lease, which shall not require payment of rent to Tenant, prior to locating any antennas or related equipment on the Town's space on Tenant's tower.

Collocation by the Collocators or any Governmental Agency, excluding the contemplated usage by the Town, shall be subject to the following conditions, in

addition to the interference requirements of Section 15 of this Lease, which shall be incorporated into the agreements between the Tenant and the Collocators or any Governmental Agency, as appropriate.

a. Technical Report. Each potential Collocator shall provide Tenant and the Town with detailed specifications for and the weight of the proposed antennas and the proposed transmission frequencies, together with an engineering report satisfactory to Tenant, the Town and the Collocators showing that the Tower will support the load, and that the use of the new antennas at the specified frequencies will not cause any interference to Tenant, the Town or other Collocators.

b. Costs. Each Collocator shall pay all costs associated with the installation, maintenance and use of its antennas and related equipment, equipment storage pads, equipment shelter/cabinets, including without limitation, utilities.

c. Indemnification. Each Collocator shall indemnify and hold harmless Tenant and the Town from all claims and liabilities with respect to the Collocator's use of the new antennas, and agree to name Tenant and the Town as additional insureds under its general liability insurance policy.

d. Permits/Approvals. Each Collocator shall be responsible for all government permits and satisfaction of all other regulatory approvals with respect to the installation and use of the new antennas, and shall comply with all federal, state and local laws and regulations in constructing and using its own equipment and facilities on the Premises.

e. Structural Upgrade to Tower. The parties recognize that the structural loading of the Tower may reach its limits if the Town and the Collocators add equipment to the Tower, in addition to Tenants antennas and equipment. In the event that any structural upgrades to the Tower or a Tower replacement are necessitated in whole or in part because of future equipment added to the Tower by the Collocator, the structural upgrades or Tower replacement shall be paid for by the Collocator.

f. Collocator Location Areas. Each potential Collocator or Governmental Agency shall be entitled to locate only on the area designated as the Collocator platform area and/or the Town Platform area designated on *Exhibit C* of this Lease. All Collocator locations shall be at least ten (10) feet above or below the centerline of Tenant's antennas. The centerline of the antennas for Tenant and the Collocators shall be situated on the Tower as set forth and in accordance with the approved plans, *Exhibit F*.

5. Use of Premises.

a. Tenant shall use that portion of the Premises leased herein for the installation, operation, and maintenance of its Equipment for the transmission, reception and operation of a wireless communication system and uses incidental thereto and for no other uses. The Town may permit others to use other portions of the Property provided that such other uses do not interfere with or impede the use of the Premises by Tenant or a Collocator. Tenant may erect and operate such Equipment on the Premises as identified in *Exhibit C*.

b. Tenant shall, at its expense, comply with all applicable federal, state, and local laws, ordinances, rules and regulations in connection with the provision of service and the use, operation, maintenance, construction and/or installation of Equipment and/or the Premises. Town agrees to reasonably cooperate with Tenant in obtaining, at Tenant's expense, any licenses, permits or other governmental approvals required for or substantially required by Tenant's use of the Premises. The Town Council has approved the Use by Special Review necessary for the communication facility, including but not limited to the Tower and Equipment. In the event any future land use approvals are required by the Town (excluding building permits for Tenant's construction and operation of the communication facility described in *Exhibits B and C*), the Town shall submit all necessary land use applications required by the Town for Tenant's construction and operation of the above-mentioned communication facility and will obtain any such permits that may be required at the earliest feasible date, at the cost and expense of the Town.

c. Tenant shall remove the Equipment from the Premises upon termination of the Lease. Such removal shall be done in a workerlike and careful manner and without interference or damage to any other equipment, structures or operations on the Premises, including use of the Premises by Town or any of Town's assignees or lessees, or any Collocators. If, however, Tenant requests permission not to remove all or a portion of the improvements, and Town consents to such non-removal, title to the affected improvements shall thereupon be transferred by Tenant to Town, at no cost to Town, and the same thereafter shall be the sole and entire property of Town, and Tenant shall be relieved of its duty to otherwise remove same.

d. Upon removal of the Equipment and other improvements (or portions thereof) Tenant shall restore the affected area of the Premises as reasonably possible to its original condition, excepting normal wear, tear and casualty events.

e. All costs and expenses for the removal and restoration to be performed by Tenant above shall be borne by Tenant, and Tenant shall hold Town harmless from any costs and expenses thereof.

6. Construction Standards. The Equipment shall be installed on the Premises

in a good and workerlike manner without the attachment of any construction or other liens.

7. Installation of Equipment.

a. Tenant shall have the right, at its sole cost and expense, to install, operate and maintain on the Premises, in accordance with good engineering practices and with all applicable FCC rules and regulations, its Equipment as described on *Exhibit C*. Town will review or has reviewed Tenant's plans for the Tower, antenna locations and equipment installation. Tenant shall ensure installation in accordance with the approved plans. The plans of the Collocators for their respective antennas and equipment shall be reviewed and approved in advance by Town and shall be installed according to the approved plans.

b. Any damage done to the Premises during installation and/or during operations shall be repaired or replaced immediately at Tenant's expense and to Town's reasonable satisfaction. Tenant shall pay all costs and expenses in relation to maintaining the integrity of the Premises in connection with Tenant's installation and operations of the Equipment.

c. Within thirty (30) days after the Commencement Date, Tenant shall provide Town with as-built drawings of the Equipment and the improvements installed on the Premises, which show the actual location of all Equipment consistent with *Exhibit C*. Said drawings shall be accompanied by a complete inventory of all such Equipment.

8. Town Study. Town may, at any time, conduct an interference study indicating whether Tenant's use of the Premises will interfere with Town's current or proposed use thereof. In the event that such a study indicates that Tenant's use does cause radio frequency interference with Town's communication use, Town may require that Tenant mutually agree upon the necessary shielding or perform other remedial measures to be implemented to cure the interference.

9. Equipment Upgrade. Tenant may update or replace the Equipment from time to time with the prior written approval of Town, provided that the replacement facilities are not greater in number or size than the existing facilities and that any change in their location on the Premises is approved in writing by Town. Tenant shall submit to Town a detailed proposal for any such replacement facilities and any supplemental materials as may be reasonably requested, for Town's evaluation and approval.

10. Maintenance.

a. Tenant shall, at its own expense, maintain the Premises and

Equipment on or attached to the Premises in a safe condition, in good repair and so as not to conflict with the use of others leasing of the Premises from Town. In addition to the other provisions contained herein, Tenant shall not interfere with the use of the Premises, related facilities or other equipment of other entities existing on the Premises as of the date of this Lease.

b. Tenant shall have sole responsibility for the maintenance, repair, and security of its Equipment and leasehold improvements, and shall keep the same in good repair and condition during the Lease term.

c. Tenant shall keep the Premises free of debris and anything of a dangerous, noxious or offensive nature or which would create a hazard or undue vibration, heat, noise or any interference with Town services.

11. Premises Access.

a. Tenant and Town shall have access to the Premises seven days per week and 24 hours per day.

b. Where access to the Premises is through a locked gate, Tenant shall be responsible for its actions and those of its employees, agents and contractors for the locking of such gate upon entry and departure from the Premises.

12. Utilities. Tenant shall, at its expense, separately meter charges for the consumption of electricity and other utilities, if reasonably feasible, associated with its use of the Premises and shall timely pay all costs associated therewith.

13. License Fees. Tenant shall pay, as they become due and payable, all fees, charges, taxes and expenses required for licenses and/or permits required for or occasioned by Tenant's use of the Premises.

14. Approvals: Compliance with Laws. Subject to the provisions of Section 5.b of this Lease, Tenant's use of the Premises is contingent upon its obtaining all certificates, permits, zoning, and other approvals that may be required by any federal, state or local authority or from any other necessary person or entity. Tenant shall erect, maintain and operate its Equipment in accordance with the applicable site standards, statutes, ordinances, rules and regulations of any federal, state or local authority. In the event Tenant fails to satisfy the above-mentioned contingencies within ninety (90) days of the effective date of this Lease, this Lease and any sublease shall be void unless otherwise agreed to by the Town.

15. Interference. Tenant agrees that Tenant's installation, operation and maintenance of its Equipment shall not damage or interfere in any way with Town's operations and maintenance as contemplated and set forth in the Town approved

plans. Tenant agrees to cease all such actions which interfere with Town's contemplated use of the Premises. With regard to change in use or future use, Town and Tenant shall enforce sound radio engineering standards and practices implemented and consistent with industry practices and governmental regulations, and diligently and in good faith resolve radio frequency interference problems that may arise between each other and/or Collocators or any other Governmental Agency. Neither Town nor Tenant shall interfere with the operations of the other. In order to identify potential interference to an existing user's signals, prior to placing the equipment into service, the entity installing the equipment shall perform certain interference tests consistent with industry standards and will agree to utilize any filters or other additional equipment necessary to prevent such interference. In the event of any such interference, the entity causing the interference shall take all actions necessary to eliminate such interference in accordance with generally accepted technical standards. If the entity does not correct or commence to correct, within twenty-four (24) hours of receipt of written notice of objectionable interference which, in the reasonable discretion of existing users, materially degrades the operations of existing users on the Premises, the entity causing the interference shall discontinue operating its equipment immediately upon demand, unless and until it can be operated without interference, within the reasonable discretion of the entity which is subjected to the interference, or shall replace the interfering equipment with alternate equipment that does not cause such interference.

Tenant agrees that any future occupants of the Tower subsequent to Tenant will be required to provide Tenant with these same protections against interference, and that Tenant shall have the obligation to eliminate any interference with the existing operations of Town caused by such subsequent occupants. In the event any such interference is not eliminated to the reasonable satisfaction of Town, Tenant shall ensure that those occupying the tower after Tenant, including Tenant, shall remove any and all equipment interfering with Town.

Town shall comply with the provisions of this Section of the Lease regarding any communication equipment and users which may occupy the portion of the Property outside of the Premises. In the event any other entity, including a Governmental Agency, requests a lease and/or permission to place any type of additional antenna(s) or transmission facility on the Tower or Premises, the procedures set forth in this Section and Section 4 of this Lease shall govern to determine whether such antenna(s) or transmission facility will interfere with Tenant's transmission operations or that of any other existing user occupying space on the Tower.

If Town receives any such request, Town shall submit a proposal, complete with all technical specifications reasonably requested by Tenant, to Tenant for review for noninterference; however, Town shall not be required to provide Tenant with any specifications or information claimed to be of a proprietary nature by the third party. The third party shall be responsible for the reasonable cost of preparing the technical

specifications for its proposed facility. Tenant shall have thirty (30) days following receipt of said proposal to make any objections thereto, and failure to make any objection within said thirty (30) day period shall be deemed consent by Tenant to the installation of antenna(s) or facilities pursuant to said proposal. If Tenant gives notice of objection due to interference during such 30 day period and Tenant's objections are verified by Town to be valid, then the requesting party shall not proceed with such proposal unless the requesting party modifies the proposal in a manner determined, in the Town's and Tenant's reasonable judgment, to adequately reduce the interference. In that case, such requesting party may proceed with the proposal.

Tenant's use and operation of its Equipment shall not interfere with the use and operation of other communication facilities on the Premises which pre-existed Tenant's facilities. If Tenant's facilities cause interference, Tenant shall take all measures reasonably necessary to correct and eliminate the interference. If the interference cannot be eliminated in a reasonable time, Tenant shall immediately cease operating its facility until the interference has been eliminated. If the interference cannot be eliminated within 30 days, Town may terminate this Lease.

16. Default and Town's Remedies. It shall be a default if Tenant defaults in the payment or provision of Rent or any other sums due to Town, and does not cure such default within ten (10) days after receipt of written notice; or if Tenant defaults in the performance of any other covenant or condition of this Lease and does not cure such other default within thirty (30) days after receipt of written notice from Town specifying the default complained of; or if Tenant abandons or vacates the Premises; or if Tenant is adjudicated as bankrupt or makes any assignment for the benefit of creditors; or if Tenant becomes insolvent.

In the event of a default, Town shall have the right, at its option, in addition to and not exclusive of any other remedy Town may have by operation of law, without any further demand or notice, to re-enter the Premises and eject all persons therefrom, and either (a) declare this Lease at an end, in which event Tenant shall immediately remove the Equipment (and proceed as set forth in paragraph 4(c)) and pay Town a sum of money equal to the total of (i) the amount of the unpaid rent accrued through the date of termination; (ii) the amount by which the unpaid rent reserved for the balance of the term exceeds the amount of such rental loss that Tenant proves could be reasonably avoided (net of the costs of such reletting); and (iii) any other amount necessary to compensate Town for all detriment proximately caused by Tenant's failure to perform its obligations under the Lease, or (b) without terminating this Lease, relet the Premises, or any part thereof, for the account of Tenant upon such terms and conditions as Town may deem advisable, and any monies received from such reletting shall be applied first to the expenses of such reletting and collection, including reasonable attorneys' fees, any real estate commissions paid, and thereafter toward payment of all sums due or to become due to Town hereunder, and if a sufficient sum shall not be thus realized to pay such sums and other charges, Tenant

shall pay Town any deficiency monthly, notwithstanding that Town may have received rental in excess of the rental stipulated in this Lease in previous or subsequent months, and Town may bring an action therefor as such monthly deficiency shall arise.

No re-entry and taking of possession of the Premises by Town shall be construed as an election on Town's part to terminate this Lease, regardless of the extent of renovations and alterations by Town, unless a written notice of such intention is given to Tenant by Town. Notwithstanding any reletting without termination, Town may at any time thereafter elect to terminate this Lease for such previous breach.

If suit shall be brought by Town for recovery of possession of the Premises, for the recovery of any Rent or any other amount due under the provisions of this Lease, or because of the breach of any other covenant, Tenant shall pay to the Town all expenses incurred, including reasonable attorney fees.

17. Cure by Town. In the event of any default of this Lease by Tenant, the Town may at any time, after notice, cure the default for the account of and at the expense of Tenant. If Town is compelled to pay or elects to pay any sum of money or to do any act which will require the payment of any sum of money or is compelled to incur any expense, including reasonable attorney fees in instituting, prosecuting or defending any action to enforce the Town's rights under this Lease, the sums so paid by Town, with all interest, costs and damages shall be deemed to be Additional Rental and shall be due from Tenant to Town on the first day of the month following incurring the respective expenses.

18. Optional Termination. This Lease may be terminated (a) by Tenant if it is unable to obtain, within 60 days of the effective date of this Lease, or maintain any license, permit, or other governmental approval necessary for the construction and/or operation of the Tower, Equipment or Tenant's permitted business hereunder; (b) by either party upon default of the other of any covenant or term hereof, which default is not cured within sixty (60) days following receipt of written notice of default (without, however, limiting any other rights available to the parties pursuant to any other provisions hereof); and (c) by Tenant if its communication facilities are or become unacceptable under its designs or engineering specifications for its communications facilities or for the communications systems to which the communications facilities belong; and (d) by Town in the event Tenant becomes insolvent or bankrupt, or if a receiver, assignee or other liquidating officer is appointed for the business of Tenant.

Upon termination of this Lease for any reason, Tenant shall remove its Equipment and leasehold improvements from the Premises, in accordance with 5(c) of this Lease, on or before the date of termination, and shall repair any damage to the

Premises caused by such Equipment, normal wear and tear excepted; all at Tenant's sole cost and expense. Any such property or facilities which are not removed or conveyed to Town in accordance with 5(c) of this Lease by the end of Lease term or upon Lease termination shall immediately become the property of Town.

19. Liquidated Damages: Termination. Notice of Tenant's termination pursuant to paragraph 18(a) shall be given to Town in writing by certified mail, return receipt requested, and shall be effective upon receipt of such notice. All rentals paid for the Lease of the Premises prior to said termination date shall be retained by Town. Upon such termination, this Lease shall become null and void and the parties shall have no further obligations to each other, except as otherwise provided in this Lease or by applicable law.

20. Alteration, Damage or Destruction. If the Premises or any portion thereof is altered, destroyed or damaged so as to materially hinder effective use of the Equipment through no fault or negligence of Tenant, Tenant may elect to terminate this Lease upon thirty (30) days written notice to Town. In such event, Tenant shall promptly remove the Equipment from the Premises and shall restore the Premises to the same condition as existed prior to this Lease, reasonable wear, tear and casualty excepted. This Lease (and Tenant's obligation to pay rent) shall terminate upon Tenant's fulfillment of the obligations set forth in the preceding sentence and its other obligations hereunder, at which termination Tenant shall be entitled to the reimbursement of any Rent prepaid by Tenant. Town shall have no obligation to repair any damage to any portion of the Premises.

21. Condemnation. In the event the Premises are taken by any entity other than Town by eminent domain, this Lease shall terminate as of the date title to the Premises vests in the condemning authority. In the event a significant portion of the Premises which substantially affects the operation of Tenant's business is taken by eminent domain, either party shall have the right to terminate this Lease as of said date of title transfer, by giving thirty (30) days written notice to the other party. In the event of any taking under the power of eminent domain, Tenant shall not be entitled to any portion of the award paid for the taking and the Town shall receive the full amount of such award. Tenant hereby expressly waives any right or claim to any portion thereof since all damages, whether awarded as compensation for diminution in value of the leasehold or to the fee of the Premises, shall belong to Town. Tenant shall have the right to claim and recover from the condemning authority, other than the Town, such compensation as may be separately awarded or recoverable by Tenant on account of any and all damage to Tenant's business and any costs or expenses incurred by Tenant in moving/removing its Equipment and leasehold improvements.

22. Indemnity and Insurance.

a. Disclaimer of Liability: Town shall not, at any time, be liable for injury or damage occurring to any person or property from any cause whatsoever arising out of Tenant's construction, maintenance, repair, use, operation, condition or dismantling of the Premises or Tenant's Equipment unless such injury or damage arises from the negligence or willful misconduct of the Town, its officers, agents or employees.

b. Indemnity: During the term of the Lease, Tenant shall indemnify and hold Town harmless against any claim of liability or loss (including, without limitation, reasonable attorneys fees and costs) from personal injury, bodily injury, sickness, disease or death to any person or damage to, loss of or destruction of tangible or intangible property caused by the acts or omissions of Tenant, its servants or agents or any other party for whom Tenant may be responsible, which may arise out of or be in any way connected with the construction, installation, operation, maintenance, use or condition of the Premises or Tenant's Equipment or Tenant's failure to comply with any federal, state or local statute, ordinance or regulation, except to the extent that such claims or damages may be due to or caused by the acts or omissions of the Town, its servants, agents, or any other party for whom Town may be responsible.

c. Governmental Immunity: The parties hereto understand and agree that the Town, its officers, and its employees, are relying on, and do not waive or intend to waive by any provision of this Lease, the monetary limitations (presently \$150,000 per person and \$600,000 per occurrence) or any other rights, immunities, and protections provided by the Governmental Immunity Act, §24-10-101 *et seq.*, 10 C.R.S., as from time to time amended, or otherwise available to the Town, its officers, or its employees.

d. Assumption of Risk: Tenant undertakes and assumes for its officers, agents, affiliates, contractors and subcontractors and employees (collectively "Tenant" for the purpose of this section), all risk of dangerous conditions, if any, on or about the Premises, unless caused by Town, its employees, agents or contractors and Tenant hereby agrees to indemnify and hold harmless the Town against and from any claim asserted or liability imposed upon the Town for personal injury or property damage to any person (other than from Town's negligence) arising out of Tenant's installation, operation, maintenance or use of the Premises or Tenant's Equipment or Tenant's failure to comply with any federal, state or local statute, ordinance or regulation.

e. Insurance: During the term of this Lease, Tenant shall maintain, or cause to be maintained, in full force and effect and at its sole cost and expense, the following types and limits of insurance:

i. Worker's compensation insurance meeting applicable statutory requirements and employer's liability insurance with minimum limits of Five Hundred Thousand Dollars (\$500,000) for each accident. Town shall not, under any circumstances, be required or obligated to provide Workmen's Compensation benefits to any officer, employee, agent, contractor or subcontractor of Tenant.

ii. Comprehensive commercial general liability insurance with minimum limits of One Million Dollars (\$1,000,000) as the combined single limit for each occurrence of bodily injury, personal injury and property damage. The policy shall provide blanket contractual liability insurance for all written contracts, and shall include coverage for products and completed operations liability, independent contractor's liability; coverage for property damage from perils of explosion, collapse or damage to underground utilities, commonly known as XCU coverage.

iii. Automobile liability insurance covering all owned, hired, and non-owned vehicles in use by Tenant, its employees and agents, with personal protection insurance and property protection insurance to comply with the provisions of Colorado state law with minimum limits of One Million Dollars (\$1,000,000) as the combined single limit for each occurrence for bodily injury and property damage.

iv. At the start of and during the period of any construction, builders all-risk insurance, together with an installation floater or equivalent property coverage covering cables, radios, antenna, materials, machinery and supplies of any nature whatsoever which are to be used in or incidental to the installation of the Equipment. Upon completion of the installation of the Equipment, Tenant shall substitute for the foregoing insurance policies of fire, extended coverage and vandalism and malicious mischief insurance on the Equipment. The amount of insurance at all times shall be representative of the insurable values installed or constructed.

v. Business interruption insurance coverage in an amount sufficient to cover such loss of revenues for the period of time which it would take, under normal circumstances, to repair or replace that part(s) of the Equipment which is damaged and caused the loss of revenue.

vi. All policies other than those for Worker's Compensation shall be written on an occurrence and not on a claims made basis.

vii. The coverage amounts set forth above may be met by a

combination of underlying and umbrella policies so long as, in combination, the limits equal or exceed those stated.

f. Listed Insureds: All policies, except for business interruption and worker's compensation policies, shall list Town and all associated, affiliated, allied and subsidiary entities of Town, now existing or hereafter created, and their respective officers, boards, commissions, employees, agents, attorneys and contractors, as their respective interests may appear as additional insureds (herein referred to as the "Additional Insureds"). Each policy which is to be endorsed to add Additional Insureds hereunder, shall contain wording as follows:

"In the event of a claim being made hereunder by one insured for which another insured is or may be liable, then this policy shall cover such insured against whom a claim is or may be made in the same manner as if separate policies had been issued to each insured hereunder, provided that such interest does not increase a policy's liability limit."

g. Evidence of Insurance: Certificates of insurance for each insurance policy required to be obtained by Tenant in compliance with this Lease shall be filed and maintained with Town prior to commencement of the term of the Lease. Tenant shall immediately advise Town of any claim or litigation that may result in liability to Town.

h. Cancellation of Policies of Insurance: All insurance policies maintained pursuant to this Lease shall contain the following endorsement:

"At least thirty (30) days prior written notice shall be given to Town by the insurer of any intention not to renew such policy or to cancel, replace or materially alter same, such notice to be given by registered mail to the parties named in the Lease."

i. Insurance Companies: All insurance shall be effected under valid and enforceable policies, insured by insurers licensed to do business by the State of Colorado or surplus line carriers on the State of Colorado Insurance Commissioner's approved list of companies qualified to do business in the State of Colorado. All insurance carriers and surplus line carriers shall be rated A+ or better by A.M. Best Company.

j. Deductibles: All insurance policies may be written with deductibles, not to exceed \$10,000 unless approved in advance by Town. Tenant agrees to indemnify and save harmless Town, the Indemnitees and Additional Insureds from and against the payment of any deductible and from the payment of any premium on any insurance policy required to be furnished by this Lease.

contractors and their subcontractors who perform work on the Premises to carry, in full force and effect, workers' compensation, comprehensive commercial general liability and automobile liability insurance coverages of the type which Tenant is required to obtain under the terms of this Lease with appropriate limits of insurance.

1. Review of Limits: Once during each calendar year during the term of this Lease or any renewals thereof, Town may review the insurance coverages to be carried by Tenant. If Town determines that higher limits of coverage are necessary to protect the interests of Town or the Additional Insureds, Tenant shall be so notified and shall obtain the additional limits of insurance, at its sole cost and expense.

23. Hazardous Substance Indemnification. Tenant represents and warrants that its use of the Premises herein will not generate any hazardous substance, and it will not store or dispose on the Premises nor transport to or over the Premises any hazardous substance, except as required in Tenant's business. Tenant further agrees to hold Town harmless from and indemnify Town against any release of any such hazardous substance arising directly or indirectly from Tenant's use and any damage, loss, or expense or liability resulting from such release including all attorneys' fees, costs and penalties incurred as a result thereof. "Hazardous substance" shall be interpreted broadly to mean any substance or material defined or designated as hazardous or toxic waste, hazardous or toxic material, hazardous or toxic or radioactive substance, or other similar term by any federal, state or local environmental law, regulation or rule presently in effect or promulgated in the future, as such laws, regulations or rules may be amended from time to time; and it shall be interpreted to include, but not be limited to, any substance which after release into the environment will or may reasonably be anticipated to cause sickness, death or disease. Town shall be solely responsible for and will defend, indemnify, and hold Tenant, its agents and employees harmless from and against any and all direct claims, costs, and liabilities including reasonable attorney's fees and costs, arising out of or in connection with the removal, cleanup, or restoration of the Property arising from Town's use of hazardous substances or any such substances on or affecting the Property which precede the date Tenant commences use on the Premises.

24. Holding Over. Any holding over after the expiration of the term hereof, with the consent of the Town, shall be construed to be a tenancy from month to month at two times the rents herein specified (prorated on a monthly basis) and shall otherwise be on the terms and covenants and conditions herein specified.

25. Subordination to Mortgage. Any mortgage now or subsequently placed upon any property of which the Premises are a part shall be deemed to be prior in time and senior to the rights of Tenant under this Lease. Tenant subordinates, subject to non-disturbance by the mortgagor, all of its interest in the leasehold estate created by this Lease to the lien of any such mortgage. Tenant shall, at Town's request, execute any additional documents necessary to indicate this subordination, provided they

any additional documents necessary to indicate this subordination, provided they include non-disturbance provisions reasonably satisfactory to Tenant.

26. Security Deposit. Contemporaneously with the execution of this Lease, Tenant has deposited with the Town the sum of \$1,000 (One Thousand Dollars) as a security deposit. The deposit shall be held by the Town, without liability for interest, as security for the faithful performance by Tenant of all the terms, covenants, and conditions of this Lease to be kept and performed by Tenant during the term hereof.

27. Acceptance of Premises. By making non-exclusive use of the Premises, Tenant accepts the Premises in the condition existing as of the Commencement Date. Town makes no representation or warranty with respect to the condition of the Premises and Town shall not be liable for any latent or patent defect in the Premises.

28. Estoppel Certificate. Tenant shall, at any time and from time to time upon not less than twenty (20) days prior request by Town, deliver to Town a statement in writing certifying that (a) the Lease is unmodified and in full force (or if there have been modifications, that the Lease is in full force as modified and identify the modifications); (b) the dates to which Rent and other charges have been paid; and (c) so far as the person making the certificate knows, Town is not in default under any provisions of the Lease.

29. Notices. Except as otherwise provided herein, all notices, requests, demands, and other communications hereunder shall be in writing and shall be deemed given if personally delivered or mailed, certified mail, return receipt requested; to the following addresses:

If to Town, to: Town Manager
Town of Castle Rock
680 N. Wilcox Street
Castle Rock, Colorado 80104

With a copy to: Town Attorney
Town of Castle Rock
680 N. Wilcox Street
Castle Rock, Colorado 80104

If to Tenant, to: U S WEST NewVector Group, Inc.
Attn: Property Management
3350 161st Avenue SE M/S 223
Bellevue, WA 98009
Telephone: (425) ~~603-2100~~ 747-4900

With a copy to: US West NewVector Group, Inc.
Real Estate and Zoning Manager
7028 South Clinton Street
Englewood, Colorado 80112
Telephone: (303) 754-6200

30. Assignment. Except as otherwise provided herein, Tenant shall not sublet the whole or any part of the Premises. Tenant shall not assign or transfer this lease without the prior written consent of Town which will not be unreasonably withheld, conditioned or delayed. Notwithstanding the foregoing, Tenant shall have the right without consent, with prior notice to Town, to assign or transfer this Lease to any parent, subsidiary or affiliate entity of Tenant, specifically including, but not limited to, the communications entities which may emerge from the joint venture pending between U S West, Inc. and AirTouch Communications, Inc., which assignment, transfer or sublease shall fully release Tenant from any further obligations or liability under the terms, covenants and conditions of this Lease, commencing on the effective date of the assignment, transfer or sublease.

31. Successors and Assigns. This Lease shall be binding upon and inure to the benefit of the parties, and their respective permitted successors and assigns.

32. Non-Waiver. Failure of Town to insist on strict performance of any of the conditions, covenants, terms or provisions of this Lease or to exercise any of its rights hereunder shall not waive such rights, but Town shall have the rights to enforce such rights at any time and take such action as might be lawful or authorized, either in law or equity. The receipt of any sum paid by Tenant to Town after a breach of this Lease shall not be deemed a waiver of such breach unless expressly set forth in writing.

33. Taxes.

a. Tenant shall pay all real and personal property taxes (or payments in lieu of taxes) and assessments which are levied or assessed due to Tenant's use or improvement of the Premises, if any, which become due and payable during the term of this Lease. All such payments shall be made, and evidence of all such payments shall be provided to Town, at least ten (10) days prior to the delinquency date of the payment. Tenant shall pay all taxes on its personal property on the Premises.

b. Tenant shall indemnify Town from any and all liabilities, obligations, damages, penalties, claims, liens, costs, charges, losses and expenses (including, without limitation, reasonable fees and expenses of attorneys, expert witnesses and consultants), which may be imposed upon, incurred by or be asserted against Tenant in relation to the taxes owed or assessed on the Premises.

c. If the methods of taxation in effect at the Commencement Date of the Lease are altered so that in lieu of or as a substitute for any portion of the property taxes and special assessments, if any, now imposed on property, there is imposed a tax upon or against the rentals payable by Tenant to Town, Tenant shall pay those amounts in the same manner as provided for in the payment of real and personal property taxes.

34. Approvals. Tenant shall be responsible for obtaining all necessary approvals, authorizations and agreements from any party or entity and it is acknowledged and agreed that the Town is making no representation, warranty or covenant whether any of the foregoing approvals, authorizations or agreements are required or have been obtained by Tenant from any person or entity.

35. Miscellaneous.

a. Town and Tenant respectively represent that their signatory is duly authorized and has full right, power, and authority to execute this Lease.

b. With the exception of applicable laws, ordinances, rules, regulations, and specifications, this Lease constitutes the entire agreement and understanding of the parties and supersedes all offers, negotiations, and other agreements of any kind. Except as previously set forth, there are no representations or understandings of any kind not set forth herein. Any modification of or amendment to this Lease must be in writing and executed by both parties.

c. This Lease shall be construed in accordance with the laws of the State of Colorado.

d. If any term of this Lease is found to be void or invalid, such invalidity shall not affect the remaining terms of this Lease, which shall continue in full force and effect.

e. All approvals and consents to be provided by either party in accordance with the terms of this Lease shall be provided in good faith and shall not be unreasonably withheld, delayed or conditioned.

This Lease was executed as of the date first set forth above.

ATTEST:

TOWN OF CASTLE ROCK

Sally A. Misare
Sally A. Misare, Town Clerk

Donald K. Jones
Donald K. Jones, Mayor

Approved as to form:

Robert J. Slentz
Robert J. Slentz, Town Attorney

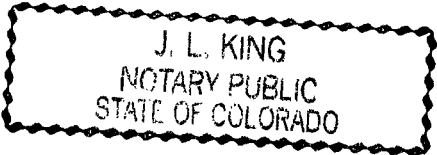
STATE OF COLORADO)
) ss.
COUNTY OF Douglas)

The foregoing instrument was acknowledged before me this 5th day of March, 1998 by Sally A. Misare as Town Clerk and Donald K. Jones as Mayor of the Town of Castle Rock, Colorado.

Witness my official hand and seal.
My commission expires: 9-21-99.

(SEAL)

J. L. King
Notary Public



U S WEST NEW VECTOR GROUP, INC.

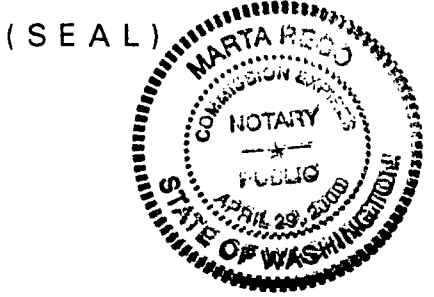
By: Ronald V. Smith

Its: Corporate Real Estate Manager

STATE OF WA)
COUNTY OF King) ss.

The foregoing instrument was acknowledged before me this 7th day of Jan, 1998 by Ronald V. Smith as Corporate Real Estate Manager for U S West NewVector Group, Inc.

Witness my official hand and seal.
My commission expires: 4/29/2000



[Signature]
Notary Public

Exhibit A page 1 of 1 The Property

A tract of land situated partly in the Southwest 1/4, Section 1, and partly in the Northwest 1/4, Section 12, Township 8 South, Range 67 West, of the Sixth Principal Meridian, Douglas County, Colorado, more particularly described as follows:

Beginning at the Southwest corner of Said Section 1, also the Northwest corner of said Section 12;

Thence N 00°18'13"E a distance of 400.47 feet along the West line of said Section 1 to the Southwest corner of the Burgess & Gelroth property as recorded in Book 140 at Page 330 of the Douglas County records;

Thence S 81°30'00"E a distance of 535.22 feet along the South line of the said Burgess & Gelroth to the Southwest corner of the Callaway property as recorded in Book 139 at Page 443 of the Douglas County records;

Thence S 81°30'00"E a distance of 305.72 feet along the South line of the said Callaway property;

Thence S 04°45'30"E a distance of 269.80 feet to a point on the South line of said Section 1 from which the Southwest corner of said Section 1 bears S 89°30'40"W a distance of 856.23 feet;

Thence S 04°45'30"E a distance of 279.30 feet;

Thence N 80°50'40"E a distance of 89.50 feet;

Thence S 34°18'00"E a distance of 96.40 feet;

Thence S 27°24'05"E a distance of 77.04 feet;

Thence S 62°35'55"W a distance of 106.60 feet;

Thence N 70°41'25"W a distance of 170.27 feet;

Thence S 84°28'00"W a distance of 269.52 feet;

Thence S 74°36'00"W a distance of 153.14 feet to a point of the East line of the Jensen property as recorded in Book 158 at Page 399 of the Douglas County records;

Thence N 35°17'00"W a distance of 67.30 feet along the East line of the said Jensen property to the Southeasterly corner of Lot 2, Panarama Heights Subdivision;

Thence N 35°17'00"W a distance of 135.45 feet along the Northerly line of said Lot 2, to a Southerly corner of the Stern property as recorded in Book 157 at Page 380 of the Douglas County records;

Thence N 26°03'00"E a distance of 40.00 feet along the Southeasterly line of the said Stern property to the Easterly corner of the said Stern property;

Thence N 63°57'00"W a distance of 108.45 feet along the Northeasterly line of the said Stern property to the Easterly corner of the Kinney property as recorded in Book 159 at Page 227 of the Douglas County records;

Thence N 63°57'00"W a distance of 210.47 feet along the Northeasterly line of the said Kinney property to a point on the East line of Lot 1, Block 1 to the Point of Beginning.

DEN-DTOCASTLE ALT. 1

LEGAL DESCRIPTION - LEASE PARCEL

A PARCEL OF LAND BEING A PORTION OF THE SOUTHWEST ONE-QUARTER OF SECTION 1 AND THE NORTHWEST ONE-QUARTER OF SECTION 12, TOWNSHIP 8 SOUTH, RANGE 67 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF DOUGLAS, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

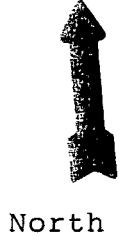
COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 1; THENCE NORTH 89°30'40" EAST ALONG THE SOUTH LINE OF THE SOUTHWEST ONE-QUARTER OF SAID SECTION 1 A DISTANCE OF 360.99 FEET; THENCE NORTH 00°29'20" WEST A DISTANCE OF 30.38 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTH 40°45'00" EAST A DISTANCE OF 35.00 FEET; THENCE SOUTH 49°15'00" EAST A DISTANCE OF 92.00 FEET; THENCE SOUTH 40°45'00" WEST A DISTANCE OF 35.00 FEET; THENCE NORTH 49°15'00" WEST A DISTANCE OF 92.00 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINING 3,220 SQUARE FEET.

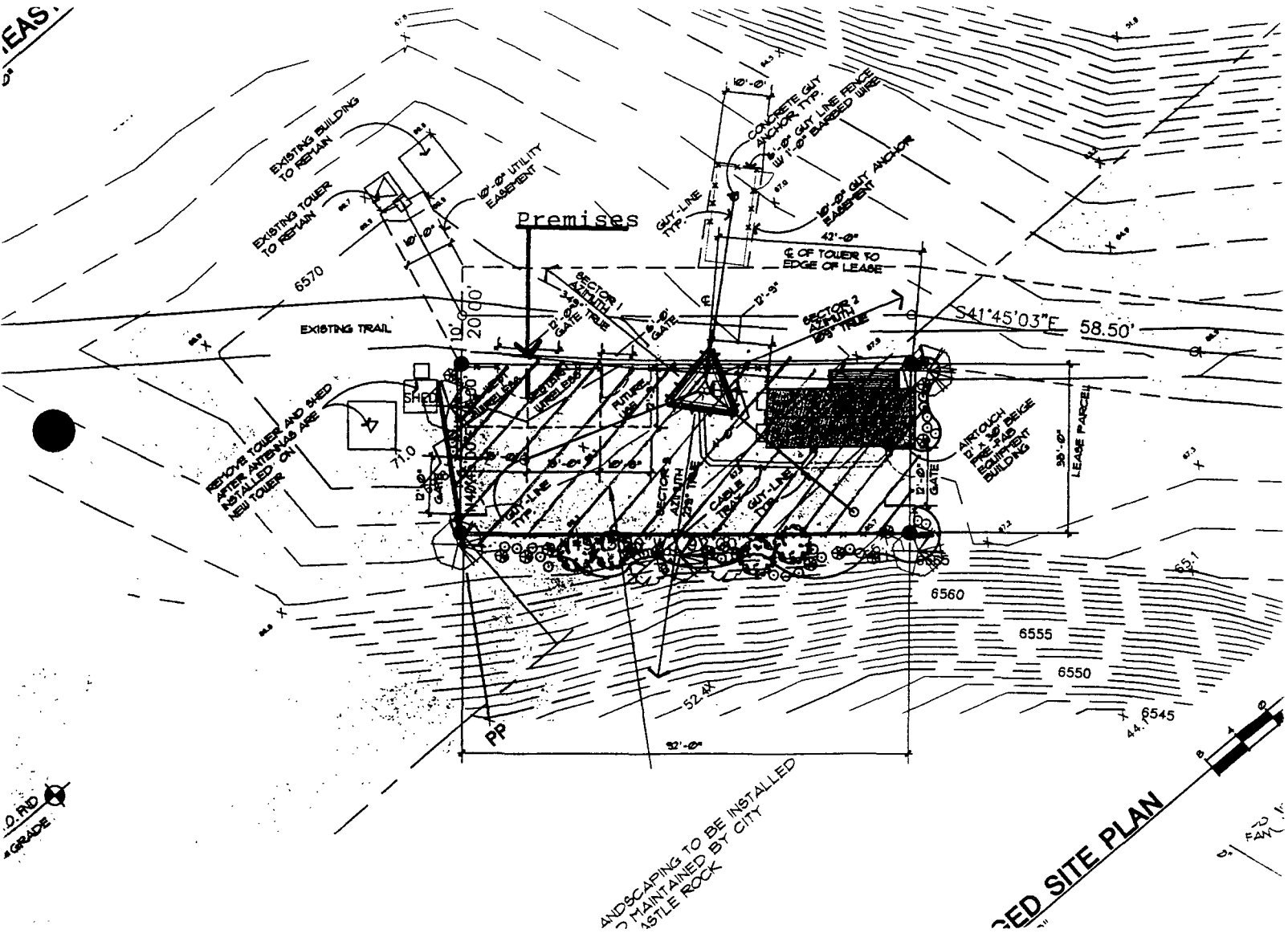
PREPARED NOVEMBER 21, 1997
BY: C. R. MOORE LAND SURVEYING
P. O. BOX 5153
ARVADA, CO. 80005
303-422-1918

FILE: CASTLE1.WPD

Premises 35' x 92': total 3,220 square feet



EAS.



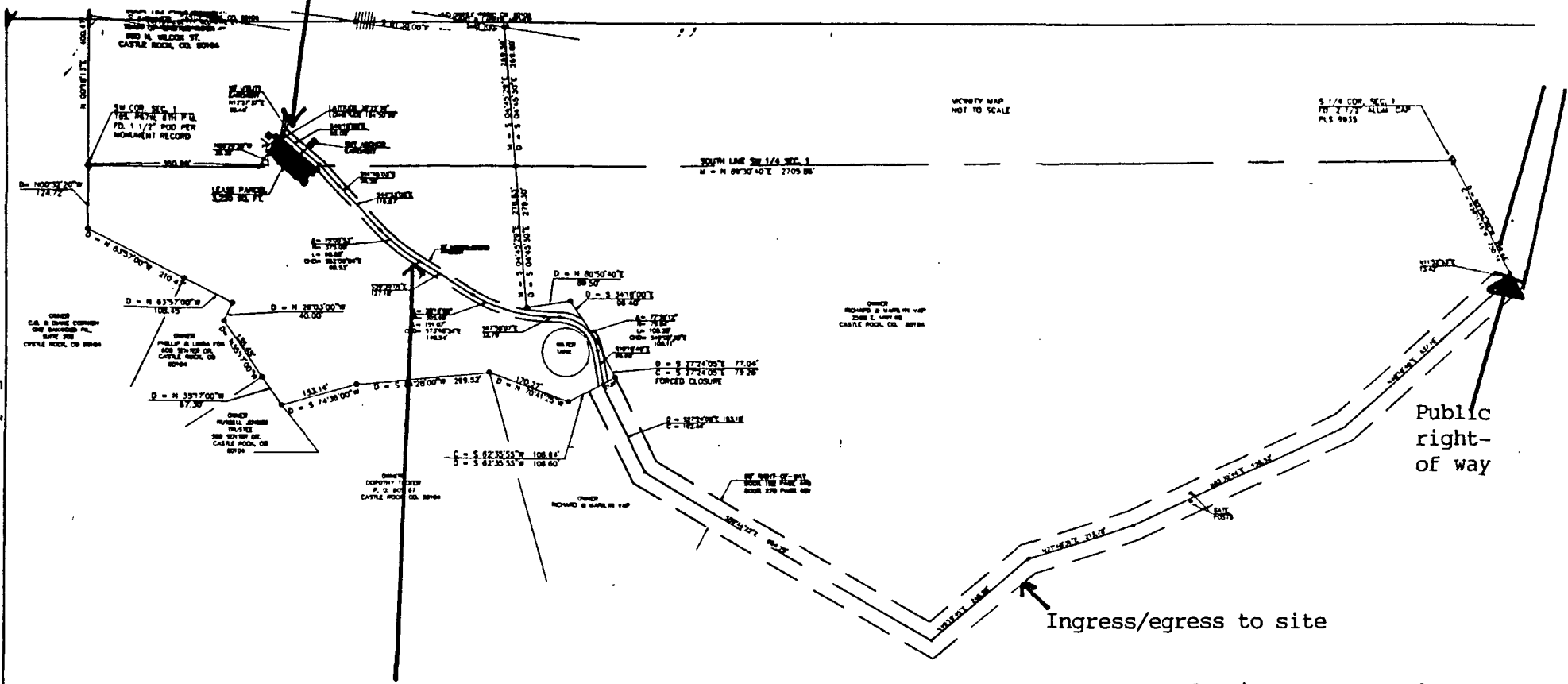
D. RD GRADE

LANDSCAPING TO BE INSTALLED & MAINTAINED BY CITY
ASTLE ROCK

RED SITE PLAN

1" = 20' SCALE

Premises 92' x 35'
Total square footage of Premises 3220



Ingress/egress

Ingress/egress to site

Public right-of way

- drawing not to scale
- all measurements are approximate
- utility easements will be shown on the survey and construction drawing



North

7
ZA
SCALE 1/8" = 1'-0"
SOUTHWEST ELEVATION

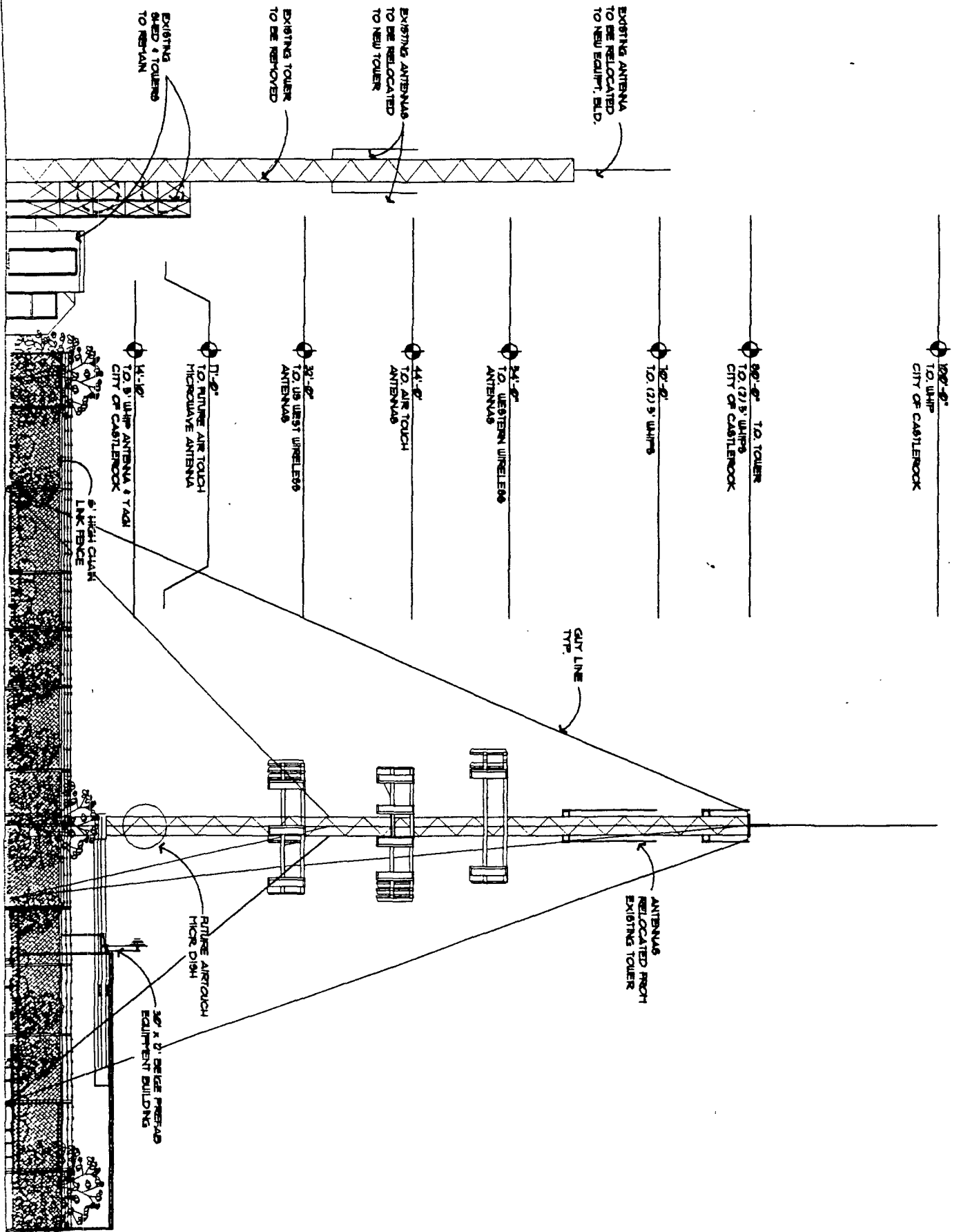


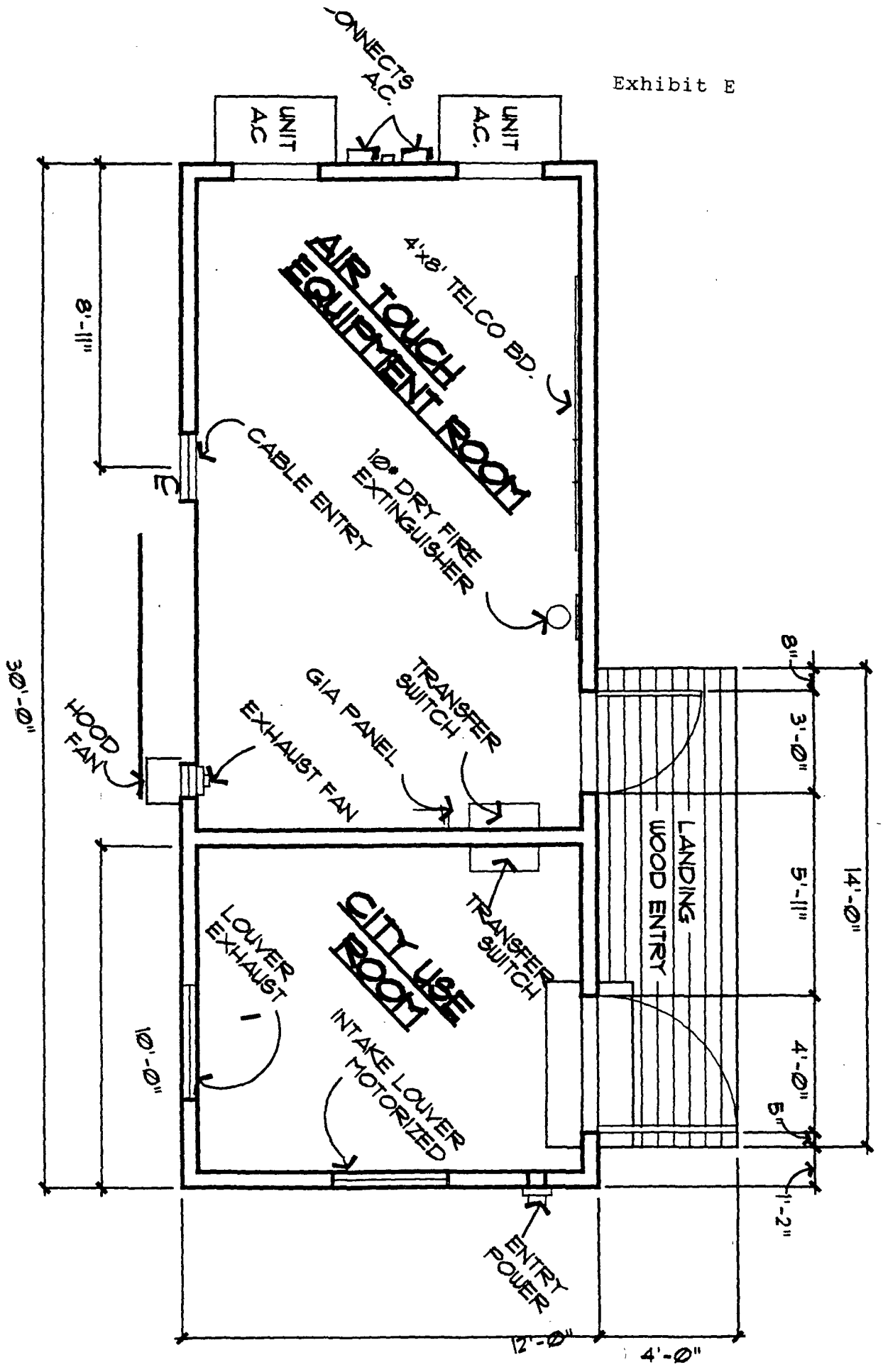
EXHIBIT D

CPI Clause

CPI Rent Adjustment. The initial Annual Rental provided for herein (\$) shall be subject to adjustment on the commencement date of the First Renewal Term and each Renewal Term thereafter ("Adjustment Date") as follows:

The base for computing the adjustment shall be the Consumer Price Index (CPI) published by the United States Department of Labor, Bureau of Labor Statistics, for the City of Denver, All Urban Consumers Index (1982-1984 = 100), which is published for the month that the Lease/Easement commenced under this Agreement ("Base Index"). Two months prior to the Adjustment Date, Lessor/Grantor shall determine the most recently published aforementioned CPI ("Adjustment Index") and notify the Lessee/Grantee. If the Adjustment Index is higher than the Base Index, then the Annual Rental for the following Term shall be set by multiplying the initial Annual Rental set forth above by a fraction, the numerator of which is the Adjustment Index, and the denominator of which is the Base Index. Notwithstanding anything contained herein to the contrary, in no case shall the Annual Rental for a given Term be increase more than an average of five percent (5%) per year above the Annual Rental for the preceding Term, and in case shall the Annual Rental for the given Term be less than the Annual Rental in the preceding Term.

f:\...jlp\agreement\pcsprp.lse
October 24, 1997



R PLAN

UNIT A.C.

UNIT A.C.

CONNECTS A.C.

AIR TOUCH EQUIPMENT ROOM

CITY USE ROOM

LANDING
WOOD ENTRY

ENTRY POWER

8'-11"

30'-0"

10'-0"

8"

3'-0"

5'-11"

14'-0"

4'-0"

5"

1'-2"

4'-0"

80'-0" T.O. TOWER
T.O. (2) 5' WHIPS
CITY OF CASTLEROCK

70'-0"
T.O. (2) 10' EXPOSED DIPOLE WHIPS
CITY OF CASTLEROCK

EXISTING TOWER
TO BE REMOVED

34'-0"
T.O. WESTERN WIRELESS
ANTENNAS

44'-0"
T.O. AIR TOUCH
ANTENNAS

52'-0"
T.O. US WEST WIRELESS
ANTENNAS

SOUTHEAST ELEVATION

71'-0"
T.O. FUTURE AIR TOUCH
MICROWAVE ANTENNA

6' HIGH CHAIN LINK
FENCE W/ 1'-0" BARBED
WIRE ABOVE

RELOCATED CITY
ANTENNAS
FUTURE AIRTOUCH
MICRO DISH

30' x 2' BEIGE PREPAB
EQUIPMENT BUILDING

14'-10"
T.O. 5' WHIP ANTENNA & TAG
CITY OF CASTLEROCK

6' GUY FOUNDATION FENCE, TYP.

0'-0" (2002 V-)
GRADE

12' (6' x 6' (4))
CHAIN LINK GATE

GUY LINE
TYP.

Exhibit F