

LAND LEASE AGREEMENT

This Land Lease Agreement (the "Agreement") made this _____ day of _____, 20____, between The City of Rawlins, a Wyoming municipality, with its principal offices located at 521 W. Cedar St., Rawlins, WY 82301, hereinafter designated "LESSOR" and CommNet Cellular Inc. d/b/a Verizon Wireless with its principal offices at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920 (telephone number 866-862-4404), hereinafter designated "LESSEE". LESSOR and LESSEE are at times collectively referred to hereinafter as the "Parties" or individually as the "Party."

WITNESSETH

In consideration of the mutual covenants contained herein and intending to be legally bound hereby, the Parties hereto agree as follows:

1. GRANT. In accordance with this Agreement, LESSOR hereby grants to LESSEE the non-exclusive right to install, maintain and operate communications equipment ("Use") upon the Premises (as hereinafter defined), which are a part of that real property owned, leased or controlled by LESSOR at 320 W. Walnut Street, Rawlins, WY 82301 (the "Property"). Said use shall not interfere or otherwise interrupt LESSOR'S use of the Property as a fire and emergency station. Any damage caused by LESSEE shall be cured by LESSEE at LESSEE'S sole cost and expense as provided under Paragraph 23 below (Default). The Property is legally described on Exhibit "A" attached hereto and made a part hereof. The Premises are a portion of the Property and are approximately 480 square feet, and are shown in detail on Exhibit "B" attached hereto and made a part hereof. LESSEE may survey the Premises at LESSEE'S sole cost and expense. Upon completion, the survey shall replace Exhibit "B" in its entirety.

LESSEE shall arrange for electrical *service* to the communications facility through Rocky Mountain Power and LESSOR will permit Rocky Mountain Power to service the communications facility with electrical power in a location reasonably approved by LESSOR. The initial location of LESSEE's electrical service shall be depicted on Exhibit "B". LESSEE agrees to provide LESSOR with 15 days prior written notice of the proposed change to the location for electrical service and LESSOR shall review the proposed location and request any modification to the location for electrical power within 30 days of receiving said notice from LESSEE. LESSEE and LESSOR agree to act in good faith and cooperate in finding a mutually agreeable location for the electrical service from Rocky Mountain Power.

2. INITIAL TERM. This Agreement shall be effective as of the date of execution by both Parties ("Effective Date"). The initial term of the Agreement shall be for 5 years beginning on the Commencement Date (as hereinafter defined). The "Commencement Date" shall be the (i) first day of the month after LESSEE begins installation of LESSEE's communications equipment or (ii) April 1, 2021, whichever is earlier. The Parties agree to acknowledge the Commencement Date in writing if based on (i) above.

3. EXTENSIONS. This Agreement shall automatically be extended for 3 additional 5 year terms unless LESSEE terminates it at the end of the then current term by giving LESSOR written notice of the intent to terminate at least sixty (60) days prior to the end of the then-current term or LESSOR terminates it at the end of the then current term by giving LESSEE written notice of the intent to terminate at least twelve (12) months prior to the end of the then-current term. The initial term and any extensions shall be collectively referred to herein as the "Term".

4. RENTAL.

(a). Rental payments shall begin on the Commencement Date and be due at a total annual rental of Twelve Thousand and No/100 Dollars (\$12,000.00), to be paid in equal monthly installments on the first day of the month, in advance, to LESSOR at PO Box 953, Rawlins, Wyoming 82301 or to such other person, firm, or place as LESSOR may, from time to time, designate in writing at least 30 days in advance of any rental payment date by notice given in accordance with Paragraph 21 below. LESSOR and LESSEE acknowledge and agree that the initial rental payment shall not be delivered by LESSEE until 90 days after the Commencement Date. LESSEE may pay rent by electronic funds transfer and in such event, LESSOR agrees to provide to LESSEE bank routing information for such purpose upon request of Lessee.

Extension Rentals. The annual rental for each five (5) year extension Term, including any additional extensions, shall be increased by 2% over the annual rental due during the immediately preceding five (5) year Term.

(b). For any party to whom rental payments are to be made, LESSOR or any successor in interest of LESSOR hereby agrees to provide to LESSEE (i) a completed, current version of Internal Revenue Service Form W-9, or equivalent; (ii) complete and fully executed state and local withholding forms if required and (iii) other documentation to verify LESSOR's or such other party's right to receive rental as is reasonably requested by LESSEE. Rental shall accrue in accordance with this Agreement, but LESSEE shall have no obligation to deliver rental payments until the requested documentation has been received by LESSEE. Upon receipt of the requested documentation, LESSEE shall deliver the accrued rental payments as directed by LESSOR...

5. ACCESS. Except in the event of an emergency threatening persons, property or operations of LESSEE in which case prior notice is not required, with seventy-two (72) hour advance notice to LESSOR at 307-328-4500 the LESSEE shall have the non-exclusive right of ingress and egress from a public right-of-way, 7 days a week, 24 hours a day, over the Property to and from the Premises.

6. CONDITION OF PROPERTY. LESSEE has had the opportunity to inspect the Premises to determine its adequacy for LESSEE'S intended purpose and LESSOR shall deliver the Premises to LESSEE "AS IS" without any warranties of any kind.

7. IMPROVEMENTS. The communications equipment including, without limitation, the tower structure, antennas, conduits, fencing and other screening, and other improvements shall be at LESSEE's expense and installation shall be at the discretion and option of LESSEE. LESSEE shall have the right to replace, repair, add or otherwise modify its communications equipment, tower structure, antennas, conduits, fencing and other screening, or other improvements or any portion thereof and the frequencies over which the communications equipment operates, whether or not any of the communications equipment, antennas, conduits or other improvements are listed on any exhibit; provided, however, any "material" modifications, repairs or replacements must be approved by LESSOR by prior written consent which shall not be unreasonably withheld or denied. If LESSOR fails to provide LESSEE with its written consent or rejection of LESSEE's material modifications within 10 days after LESSEE submits its written request to LESSOR for consent, then the material modifications shall be deemed approved by LESSOR. As used herein, the term "material" shall not include additions to, or replacements, upgrades or alterations of LESSEE's communications facilities in whole or in part (a)

within the confines of the Premises (specifically including any and all changes to equipment inside the equipment cabinet, or like-for-like swaps of antennas and related equipment), or (b) to the extent attached to the pole if the resulting addition, replacement, upgrade or alteration is of substantially the same or lessor size.

8. GOVERNMENT APPROVALS. LESSEE's Use is contingent upon LESSEE obtaining all of the certificates, permits and other approvals (collectively the "Government Approvals") that may be required by any Federal, State or Local authorities (collectively, the "Government Entities") as well as a satisfactory soil boring test, environmental studies, or any other due diligence Lessee chooses that will permit LESSEE's Use. LESSEE shall provide copies of any and all permits, certificates and written approvals to LESSEE. Without any cost to LESSOR, the LESSOR agrees to provide reasonable cooperation with LESSEE in its effort to obtain such approvals.

9. TERMINATION. LESSEE may, unless otherwise stated, immediately terminate this Agreement upon written notice to LESSOR in the event that (i) any applications for such Government Approvals should be terminated or rejected (ii) any Government Approval issued to LESSEE is canceled, expires, lapses or is otherwise withdrawn or terminated by any Government Entity; (iii) LESSEE determines that such Government Approvals may not be obtained in a timely manner; (iv) LESSEE determines any structural analysis is unsatisfactory; (vii) with sixty (60) days prior notice to LESSOR, upon the annual anniversary of the Commencement Date; or (vii) at any time before the Commencement Date for any reason or no reason in LESSEE's sole discretion.

LESSOR may terminate the Agreement after providing 60 days prior written notice to LESSEE after all cure periods have expired under Paragraph 23 below (default) for failure to pay rent due hereunder.

10. INDEMNIFICATION. Subject to Paragraph 11, LESSEE shall indemnify and hold LESSOR harmless against any claim of liability or loss from personal injury or property damage resulting from or arising out of the negligence or willful misconduct of the 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 the LESSOR, its employees, contractors or agents. The LESSOR does not waive governmental immunity by entering into this Agreement and specifically retains all immunity and all defenses available to them as a governmental entity pursuant to the Wyoming Governmental Claims Act, §1-39-101, et seq., as well as all other state and federal laws. LESSOR's liability, including public employees, while acting within the scope of their duties, shall not exceed the sums provided in the Act. Designations of venue, choice of law, enforcement actions, and similar provisions should not be construed as a waiver of governmental immunity. The Parties agree that any ambiguity in this Agreement shall not be strictly construed, either against or for either Party, except that any ambiguity as to immunity shall be construed in favor of immunity.

11. INSURANCE. LESSEE agrees that at their own cost and expense, LESSEE will maintain commercial general liability insurance with limits not less than \$2,000,000 for injury to or death of one or more persons in any one occurrence and \$2,000,000 for damage or destruction in any one occurrence. LESSOR shall maintain liability insurance coverage through the Wyoming Local Governmental Liability Poole ("LGLP").

12. Intentionally Deleted.

13. INTERFERENCE.

(a). LESSEE agrees that LESSEE will not cause interference to LESSOR's operations as a fire station/emergency services. LESSEE agrees that LESSEE will not cause interference that is measurable in accordance with industry standards to the then existing equipment of other occupants on the Property. LESSOR agrees that other occupants of the Property will not cause interference that is measurable in accordance with industry standards to the then existing equipment of LESSEE.

(b). Without limiting any other rights or remedies, if interference occurs for a period in excess of 24 hours following notice to the interfering party via telephone to LESSEE's Network Operations Center at (800) 264-6620 or LESSOR at (303) 328-4500), the LESSEE shall or the LESSOR shall require any other user to reduce power or cease operations of the interfering equipment until the interference is cured.

(c). The Parties acknowledge that there may not be an adequate remedy at law for noncompliance with the provisions of this Paragraph and therefore the Parties shall have the additional right without limitations to any other right, to equitable remedies such as, without limitation, injunctive relief and specific performance.

14. REMOVAL AT END OF TERM. Upon expiration or within 90 days of earlier termination, LESSEE shall remove LESSEE's Communications Equipment (except footings) and restore the Premises to its original condition, reasonable wear and tear and casualty damage excepted. LESSEE shall be responsible for any damage to the Premises caused by LESSEE in the course of removing its Communications Equipment. LESSOR agrees and acknowledges that the communications equipment 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.

15. RIGHT OF FIRST REFUSAL. If at any time after the Effective Date, LESSOR receives an offer or letter of intent from any person or entity that is in the business of owning, managing or operating communications facilities or is in the business of acquiring landlord interests in agreements relating to communications facilities, an easement, a lease, a license, or any other interest in the Premises or any portion thereof or to acquire any interest in this Agreement, or an option for any of the foregoing, LESSOR shall provide written notice to LESSEE of said offer ("LESSOR's Notice"). LESSOR's Notice shall include the prospective buyer's name, the purchase price being offered, any other consideration being offered, the other terms and conditions of the offer, a description of the portion of and interest in the Premises and/or this Agreement which will be conveyed in the proposed transaction, and a copy of any letters of intent or form agreements presented to LESSOR by the third party offeror. LESSEE shall have the right of first refusal to meet any bona fide offer on the terms and conditions of such offer or by effectuating a transaction with substantially equivalent financial terms. If LESSEE fails to provide written notice to LESSOR that LESSEE intends to meet such bona fide offer within thirty (30) days after receipt of LESSOR's Notice, LESSOR may proceed with the proposed transaction in accordance with the terms and conditions of such third party offer, in which event this Agreement shall continue in full force and effect and the right of first refusal described in this Paragraph shall survive any such conveyance to a third party. If LESSEE provides LESSOR with notice of LESSEE's intention to meet the third party offer within thirty (30) days after receipt of LESSOR's Notice, then if LESSOR's Notice

describes a transaction involving greater space than the Premises, LESSEE may elect to proceed with a transaction covering only the Premises and the purchase price shall be pro-rated on a square footage basis. Further, LESSOR acknowledges and agrees that if LESSEE exercises this right of first refusal, LESSEE may require a reasonable period of time to conduct due diligence and effectuate the closing of a transaction on substantially equivalent financial terms of the third party offer. For purposes of this Paragraph, any transfer or land exchange with another governmental entity shall not be considered a sale or transfer of the Property for which LESSEE has any right of first refusal.

16. DELETED.

17. RIGHTS UPON SALE. Should LESSOR, at any time during the Term, decide (i) to sell or otherwise transfer all or any part of the Property, or (ii) to grant to a third party by easement or other legal instrument an interest in and to any portion of the Premises, such sale, transfer, or grant of an easement or interest therein shall be under and subject to this Agreement and any such purchaser or transferee shall recognize LESSEE's rights hereunder. In the event that LESSOR completes any transfer or grant described in Paragraph 15 above (ROFR), without executing an assignment of the Agreement whereby the third party agrees in writing to assume all obligations of LESSOR under this Agreement, then LESSOR shall not be released from its obligations to LESSEE under this Agreement and LESSEE shall have the right to look to LESSOR and the third party for full performance of the Agreement.

18. LESSOR'S TITLE. LESSOR covenants that LESSEE, on paying the rent and performing the covenants herein, shall peaceably and quietly have, hold and enjoy the Premises. LESSOR represents and warrants to LESSEE as of the Effective Date that LESSOR has full authority to enter into and execute this Agreement.

19. ASSIGNMENT. Without any approval or consent of the other Party, this Agreement may be sold, assigned or transferred by LESSEE to (i) any entity in which the Party directly or indirectly holds an equity or similar interest; (ii) any entity which directly or indirectly holds an equity or similar interest in the Party; or (iii) any entity directly or indirectly under common control with the Party. LESSEE may assign this Agreement to any entity which acquires all of substantially all of LESSEE's assets in the market defined by the FCC in which the Property is located by reason of a merger, acquisition or other business reorganization without the approval or consent of LESSOR. As to other parties, this Agreement may not be sold, assigned or transferred without the written consent of the other Party, which such consent will not be unreasonably withheld, delayed or conditions. No change of stock ownership, partnership interest or control of LESSEE or transfer upon partnership or corporate dissolution of either Party shall constitute an assignment hereunder.

20. COLLOCATION PROHIBITED. LESSEE may not sublet the Premises or permit collocation on LESSEE's monopoly.

21. NOTICES. Except for notices permitted via telephone in accordance with Paragraph 13, all notices hereunder must be in writing and shall be deemed validly given if sent by certified mail, return receipt requested or by commercial courier, provided the courier's regular business is delivery service and provided further that it guarantees delivery to the addressee by the end of the next business day following the courier's receipt from the sender, addressed as follows (or any other address that the Party to be notified may have designated to the sender by like notice):

LESSOR: The City of Rawlins
PO Box 953
Rawlins, Wyoming 82301
Attn: City Clerk and City Attorney

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

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

22. SUBORDINATION AND NON-DISTURBANCE. At LESSOR's option, this Agreement shall be subordinate to any future master lease, ground lease, mortgage, deed of trust or other security interest (a "Mortgage") by LESSOR which from time to time may encumber all or part of the Property; provided, however, as a condition precedent to LESSEE being required to subordinate its interest in this Agreement to any future Mortgage covering the Property, LESSOR shall obtain for LESSEE's benefit a non-disturbance and attornment agreement for LESSEE's benefit in the form reasonably satisfactory to LESSEE, and containing the terms described below (the "Non-Disturbance Agreement"), and shall recognize LESSEE's rights under this Agreement. The Non-Disturbance Agreement shall include the encumbering party's ("Lender's") agreement that, if Lender or its successor-in-interest or any purchaser of Lender's or its successor's interest (a "Purchaser") acquires an ownership interest in the Property, Lender or such successor-in-interest or Purchaser will honor all of the terms of the Agreement. Such Non-Disturbance Agreement must be binding on all of Lender's participants in the subject loan (if any) and on all successors and assigns of Lender and/or its participants and on all Purchasers. In return for such Non-Disturbance Agreement, LESSEE will execute an agreement for Lender's benefit in which LESSEE (1) confirms that the Agreement is subordinate to the Mortgage or other real property interest in favor of Lender, (2) agrees to attorn to Lender if Lender becomes the owner of the Property and (3) agrees to accept a cure by Lender of any of LESSOR's defaults, provided such cure is completed within the deadline applicable to LESSOR. In the event LESSOR defaults in the payment and/or other performance of any mortgage or other real property interest encumbering the Property, LESSEE, may, at its sole option and without obligation, cure or correct LESSOR's default and upon doing so, LESSEE shall be subrogated to any and all rights, titles, liens and equities of the holders of such mortgage or other real property interest and LESSEE shall be entitled to deduct and setoff against all rents that may otherwise become due under this Agreement the sums paid by LESSEE to cure or correct such defaults.

23. DEFAULT. It is a "Default" if (i) either Party fails to comply with this Agreement and does not remedy the failure within 30 days after written notice by the other Party or, if the failure cannot reasonably be remedied in such time, if the failing Party does not commence a remedy within the allotted 30 days and cure the default within 90 days after the initial written notice. Provided, however, LESSEE shall pay any unpaid rental amounts within 30 days after written notice from LESSOR thereafter. Or (ii) LESSOR's failure to comply with this Agreement causes interference with LESSEE's Use and LESSOR does not remedy the failure within 5 days after written notice from LESSOR, or if the failure cannot be reasonably remedied within such 5 day period, if LESSOR does not commence a

remedy within 5 days after written notice and diligently pursues the cure to completion within 15 days after the initial written notice.

24. REMEDIES. In the event of a Default, 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 this 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 Property is located.

25. ENVIRONMENTAL. LESSEE shall conduct its business in compliance with all applicable laws governing the protection of the environment or employee health and safety ("EH&S Laws"). LESSEE shall be responsible for claims to the extent resulting from LESSEE's violation of any applicable EH&S Laws or to the extent that LESSEE causes a release of any regulated substance to the environment. LESSOR shall be responsible for all claims resulting from the violation of any applicable EH&S Laws or release of any regulated substance to the environment except resulting from the activities of LESSEE. The Parties recognize that LESSEE is only leasing a small portion of LESSOR's property and that LESSEE shall not be responsible for any environmental condition or issue except to the extent resulting from LESSEE's specific activities and responsibilities. In the event that LESSEE encounters any hazardous substances that do not result from its activities, LESSEE may (i) terminate this Agreement upon written notification to the LESSEE specifically describing the hazardous substances, (ii) relocate its facilities to avoid such hazardous substances to a mutually agreeable location or, (iii) if LESSEE desires to remove at its own cost all or some of the hazardous substances or materials (such as soil) containing those hazardous substances, LESSOR agrees to sign any necessary waste manifest associated with the removal, transportation and/or disposal of such substances.

26. CASUALTY. If a fire or other casualty damages the Property or the Premises and impairs LESSEE's Use, rent shall abate until LESSEE's Use is restored so long as such casualty was not directly caused by LESSEE. If LESSEE's Use is not restored within 45 days, LESSEE may terminate this Agreement.

27. CONDEMNATION. If a condemnation of any portion of the Property or Premises impairs LESSEE's Use, LESSEE may terminate this Agreement.

28. APPLICABLE LAWS. During the Term, both parties shall comply with all applicable laws, EH&S Laws, rules, regulations, ordinances, directives, covenants, easements, consent decrees, 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").

29. TAXES. Although LESSOR is not subject to any federal, state, or local property or income taxes, LESSOR shall invoice and LESSEE shall pay any applicable transaction tax (including sales, use, gross receipts, or excise tax) imposed on the LESSEE and required to be collected by the LESSOR based on any service, rental space, or equipment provided by the LESSOR to the LESSEE. LESSEE shall pay all personal property taxes, fees, assessments, or other taxes and charges imposed by any Government Entity that are imposed on the LESSEE and required to be paid by the LESSEE that are directly attributable to the LESSEE's equipment or LESSEE's use and occupancy of the Premises. Payment

shall be made by LESSEE within 60 days after presentation of a receipted bill and/or assessment notice which is the basis for such taxes or charges. 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.

30. LESSOR's USE OF TOWER. At LESSOR's request, LESSEE shall install two (2) VHS antennas on LESSEE's tower structure (the "Tower") for the use and benefit of LESSOR. LESSEE shall install the LESSOR equipment at no additional charge to LESSOR. The location of LESSOR's equipment shall be at a mutually agreeable position as high as possible on the Tower; provided, under no circumstances shall LESSEE be obligated to relocate or modify its equipment to accommodate LESSOR's equipment.

a. LESSOR's equipment shall be purchased and maintained, at the expense of LESSOR, and must be kept and maintained at all times in a good state of repair and maintenance and in compliance with all laws, rules and regulations of any and all governmental authorities. LESSEE assumes no responsibility for the licensing, operation or maintenance of the LESSOR's equipment.

b. LESSOR shall arrange for and pay for power to its equipment.

c. If LESSOR requires ground space for its equipment, such space shall be located outside of LESSEE's Premises.

d. LESSOR agrees not to damage the Premises, the Tower or any personal property or fixtures thereon in any way. LESSOR shall be responsible and liable for any such damages unless caused by or resulting from the negligence of the LESSEE, its servants, agents or employees.

e. Installation of any equipment placed upon the Tower shall be conditioned upon review and approval of a structural report and completed plans submitted to LESSEE, which approval shall not be unreasonably withheld. If LESSEE determines that improvements to the Tower are necessary to support LESSOR's equipment, then LESSEE may condition approval of LESSOR's equipment upon completion of such Tower improvements. Any such Tower improvements shall be completed by LESSEE, or its contractors, at LESSOR's expense.

f. LESSOR agrees that its equipment shall not cause interference to the use or enjoyment of the property of LESSEE and other licensees located at the Premises, but not necessarily limited to interference with radio communication facilities. In the event that LESSOR's equipment causes such interference to such use or enjoyment, LESSOR agrees immediately to cease operations until such interference is removed by LESSOR, at its sole expense.

g. LESSOR, at its cost and expense, agrees to relocate LESSOR's equipment to another location on the Tower, in the event that the LESSEE deems it necessary to use the space for LESSEE's own purpose. The site of such relocation shall be by mutual agreement in writing between the LESSEE and LESSEE.

h. It is further understood and agreed the LESSEE must approve of, in writing, all contractors and personnel chosen by LESSOR (if LESSEE elects not to perform the work) to install, maintain and operate the equipment, which approval shall not be unreasonably withheld, and that LESSOR's maintenance and operation of its system will in no way damage or interfere with the LESSEE's use of the Tower, antennas and appurtenances.

i. All installations and operation by LESSOR shall meet with all applicable Rules and Regulations of the Federal Communications Commission, Federal Aviation Agency and all applicable codes and regulations of the municipality, county and state concerned. LESSEE assumes no responsibility for the licensing, operation, and/or maintenance of LESSOR's equipment.

j. LESSEE shall not be liable for injury or damage to any person or property occurring within or on the Premises under use by LESSOR unless caused by or resulting from the negligence of the LESSEE, its servants, agents or employees.

k. Maintenance of the LESSOR's equipment shall be in accordance with the reasonable standards and requirements of LESSEE, and shall be done under LESSEE's supervision. Scheduling of any and all work will be coordinated with LESSEE.

l. All of LESSOR's equipment mounted on the Tower must be attached securely to the Tower with approved mounts, hangers, and clamps as directed by LESSEE. All cables and wires entering or exiting equipment buildings must do so in a manner approved by LESSEE.

31. MISCELLANEOUS. This Agreement contains all agreements, promises and understandings between the LESSOR and the LESSEE regarding this transaction, and no oral agreement, promises or understandings shall be binding upon either the LESSOR or the LESSEE in any dispute, controversy or proceeding. This Agreement may not be amended or varied except in a writing signed by all Parties. This Agreement shall extend to and bind the heirs, personal representatives, successors and assigns hereto. 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 hereunder shall not waive such rights and such party shall have the right to enforce such rights at any time. The performance of this Agreement shall be governed, interpreted, construed and regulated by the laws of the state in which the Premises is located without reference to its choice of law rules. Except as expressly set forth in this Agreement, nothing in this Agreement shall grant, suggest or imply any authority for one Party to use the name, trademarks, service marks or tradenames of the other for any purpose whatsoever. LESSOR agrees to execute a Memorandum of this Agreement, which LESSEE may record with the appropriate recording officer. The provisions of the Agreement relating to indemnification from LESSEE to LESSOR shall survive any termination or expiration of this Agreement.

[Signature page follows. The remainder of this page is intentionally blank.]

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

LESSOR:

The City of Rawlins, a Wyoming municipality

By: _____

Name: _____

Title: _____

Date: _____

LESSEE:

CommNet Cellular Inc. d/b/a Verizon Wireless

By: _____

Name: _____

Title: _____

Date: _____

EXHIBIT "A"

PROPERTY DESCRIPTION

Property located in Carbon, WY

All that certain lot or parcel of land situate in the County of Carbon, State of Wyoming, and being more particularly described as follows:

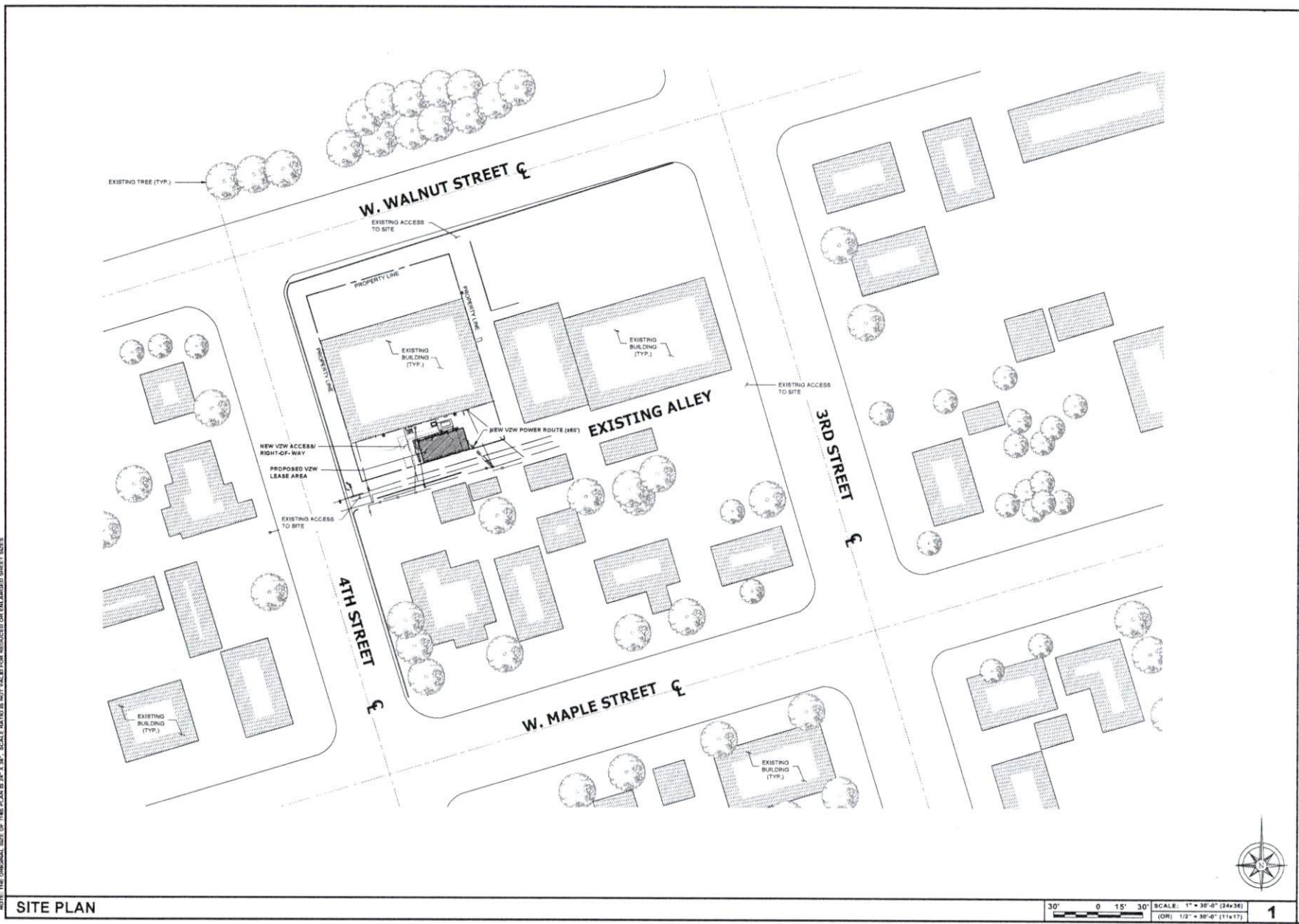
West 34 feet of Lot 3 and All of Lot 4 in Block 49 in the Union Pacific 5th Addition to the City of Rawlins, Wyoming, Carbon County, Wyoming.

AND BEING the same property conveyed to The City of Rawlins from Fredrick Edward Woodward by Warranty Deed dated May 17, 1971 and recorded June 15, 1971 in Deed Book 560, Page 419.

Tax Parcel No. 21871710670700 (R0016138)

EXHIBIT "B"
THE PREMISES
(Attached)

NOTE: THE ORIGINAL SIZE OF THIS PLAN IS 24" X 36". SCALE RATIO IS NOT VALID FOR REDUCED OR ENLARGED SHEET SIZES.

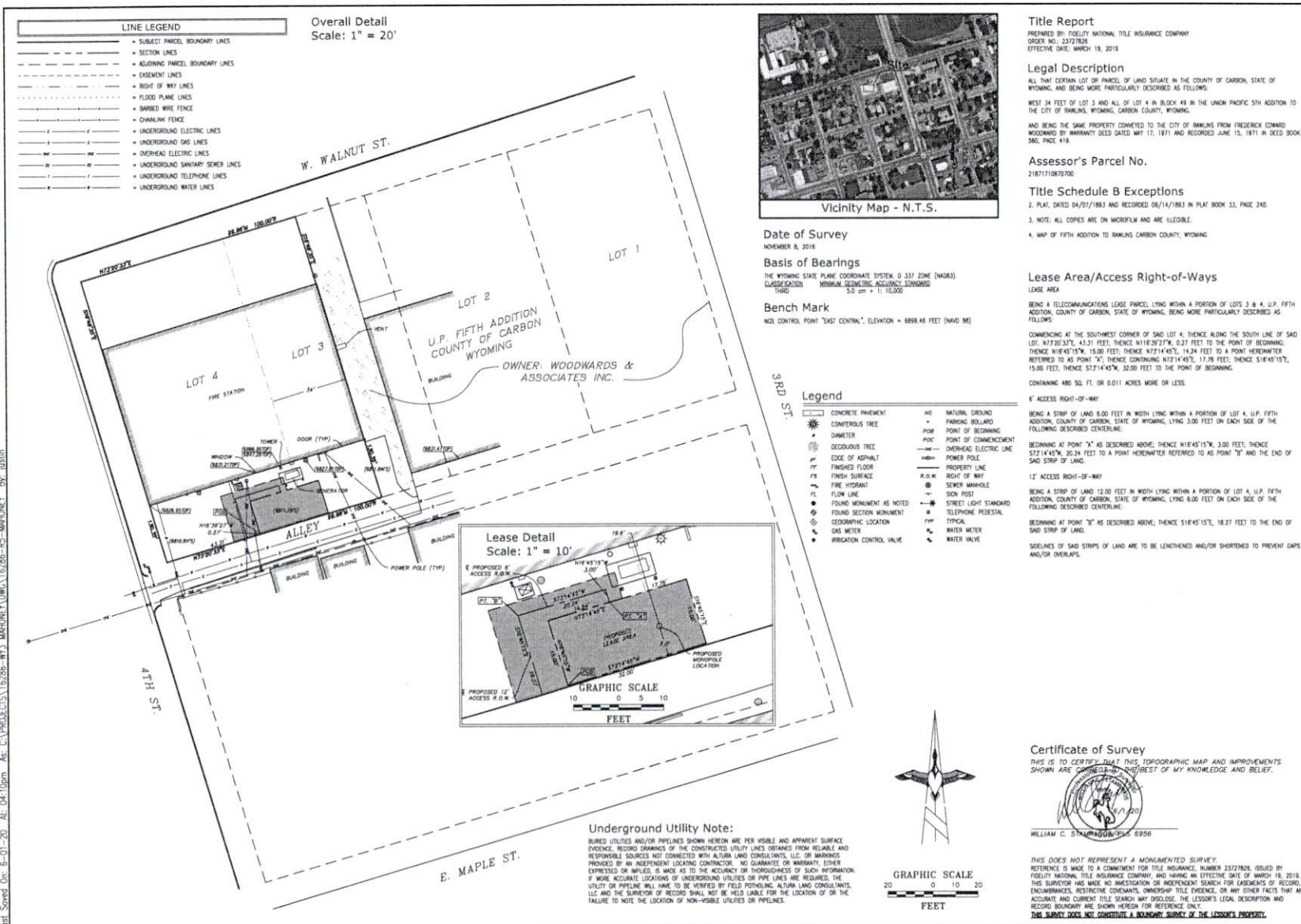


SITE PLAN

30' 0 15' 30'

SCALE: 1" = 30'-0" (24x36)
(OR) 1/2" = 30'-0" (11x17)

Lost Saved On: 8-01-20 At: 04:10pm As: C:\PROJECTS\15208-WY3 MAHONEY\DWG\15208-WY3 MAHONEY.DWG By: Justin



Title Report

PREPARED BY TITLE NATIONAL TITLE INSURANCE COMPANY
ORDER NO.: 2372702
EFFECTIVE DATE: MARCH 18, 2018

Legal Description

ALL THAT CERTAIN LOT OR PARCELS OF LAND SITUATE IN THE COUNTY OF CARBON, STATE OF WYOMING, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
WEST 34 FEET OF LOT 3 AND ALL OF LOT 4 IN BLOCK 49 IN THE UNION PACIFIC 5TH ADDITION TO THE CITY OF RAWLINGS, WYOMING, CARBON COUNTY, WYOMING.
AND BEING THE SAME PROPERTY CONVEYED TO THE CITY OF RAWLINGS FROM FREDERICK EDWARD WOODWARD BY WARRANTY DEED DATED MAY 11, 1891 AND RECORDED JUNE 12, 1971 IN DEED BOOK 560, PAGE 419.

Assessor's Parcel No.

2187171087000

Title Schedule B Exceptions

2. PLAT, DATED 04/01/1893 AND RECORDED 06/14/1893 IN PLAT BOOK 33, PAGE 240.
3. NOTE: ALL COPIES ARE ON MICROFILM AND ARE ALLEGIBLE.
4. MAP OF FIFTH ADDITION TO RAWLINGS CARBON COUNTY, WYOMING.

Lease Area/Access Right-of-Ways

LEASE AREA

BEING A TELECOMMUNICATIONS LEASE PARCEL LYING WITHIN A PORTION OF LOTS 3 & 4, U.P. FIFTH ADDITION, COUNTY OF CARBON, STATE OF WYOMING, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 4; THENCE ALONG THE SOUTH LINE OF SAID LOT, N77°20'31"E, 43.31 FEET; THENCE N11°30'27"W, 0.27 FEET TO THE POINT OF BEGINNING; THENCE N18°45'15"W, 15.00 FEET; THENCE N17°14'45"E, 14.24 FEET TO A POINT HEREINAFTER REFERRED TO AS POINT "X"; THENCE CONTAINING N17°14'45"E, 17.78 FEET; THENCE S18°49'15"E, 15.00 FEET; THENCE S27°14'45"W, 32.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 480 SQ. FT. OR 0.011 ACRES MORE OR LESS.

6' ACCESS RIGHT-OF-WAY

BEING A STRIP OF LAND 6.00 FEET IN WIDTH LYING WITHIN A PORTION OF LOT 4, U.P. FIFTH ADDITION, COUNTY OF CARBON, STATE OF WYOMING, LYING 6.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

BEGINNING AT POINT "X" AS DESCRIBED ABOVE; THENCE N18°45'15"W, 3.00 FEET; THENCE S27°14'45"W, 20.24 FEET TO A POINT HEREINAFTER REFERRED TO AS POINT "Y" AND THE END OF SAID STRIP OF LAND.

12' ACCESS RIGHT-OF-WAY

BEING A STRIP OF LAND 12.00 FEET IN WIDTH LYING WITHIN A PORTION OF LOT 4, U.P. FIFTH ADDITION, COUNTY OF CARBON, STATE OF WYOMING, LYING 6.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

BEGINNING AT POINT "X" AS DESCRIBED ABOVE; THENCE S18°49'15"E, 18.27 FEET TO THE END OF SAID STRIP OF LAND.

SIDE LINES OF SAID STRIPS OF LAND ARE TO BE LENGTHENED AND/OR SHORTENED TO PREVENT GAPS AND/OR OVERLAPS.

verizon

3131 SOUTH VAUGHN WAY
AURORA, CO 80014

Technology Associates

SAN DIEGO MARKET OFFICE
5333 MISSION CENTER RD., STE 220
SAN DIEGO, CA 92108

REV	DATE	DESCRIPTION	BY
1	01/18/18	REMOVED UTILITY EASEMENTS	JT
2	01/18/18	ADDED UTILITY EASEMENT	JT
3	04/18/18	ADDED UTILITY EASEMENT	JT
4	01/18/18	UPDATED LEASE AREA	JT
5	01/18/18	ADDED LEASE AREA	JT
6	11/08/18	NEW ZONING DRAWING	JAL

Engineer/Consultant:

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WY3 MAHONEY

320 W. WALNUT ST.
RAWLINGS, WY. 82301
MONOPOLE

SHEET TITLE
TOPOGRAPHIC SURVEY

SHEET NUMBER
LS1