

RECORDING REQUESTED BY  
AND WHEN RECORDED RETURN TO:

Sherman & Howard L.L.C.  
633 17<sup>th</sup> Street, Suite 3000  
Denver, Colorado 80202  
Attn: Eileen Lynch  
**Re: CO1 Steamboat Airport**

(Space above this line for recorder's use)

## MEMORANDUM OF OPTION AND LAND LEASE AGREEMENT

This Memorandum of OPTION AND LAND LEASE AGREEMENT is made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, between County of Routt, Colorado, by and through its Board of County Commissioners, hereinafter collectively referred to as "LESSOR," and CommNet Cellular Inc. d/b/a Verizon Wireless, with offices located at 180 Washington Valley Road, Bedminster, New Jersey 07921, hereinafter referred to as "LESSEE." LESSOR and LESSEE are at times collectively referred to hereinafter as the "Parties" or individually as a "Party."

1. LESSOR and LESSEE entered into an Option and Land Lease Agreement (the "Agreement") on \_\_\_\_\_, 20\_\_ for an initial term of five (5) years, commencing on the Commencement Date. The Agreement shall automatically be extended for four (4) additional five (5) year terms unless the LESSEE terminates it at the end of the then current term by giving the LESSOR written notice of the intent to terminate at least six (6) months prior to the end of the then current term.

2. LESSOR leased to LESSEE a portion of that certain parcel of property (the entirety of LESSOR's property is referred to hereinafter as the Property and legally described in Exhibit "A" attached hereto and made a part hereof), located at 2300 County Shop Road, City of Steamboat Springs, County of Routt, State of Colorado 80487, and being described as a twenty (20) foot by thirty five (35) foot parcel containing seven hundred (700) square feet (the "Land Space"), together with the non-exclusive right (the "Rights of Way") for ingress and egress, seven (7) days a week twenty-four (24) hours a day, on foot or motor vehicle, including trucks over or along a fifteen (15) foot wide right-of-way extending from the nearest public right-of-way, to the Land Space, and for the installation and maintenance of utility wires, poles, cables, conduits, and pipes over, under, or along one or more rights of way from the Land Space, said Land Space and Rights of Way (hereinafter collectively referred to as the "Premises") being substantially depicted in Exhibit "B" attached hereto and made a part hereof. In the event any public utility is unable to use the Rights of Way, the LESSOR hereby agrees to grant an additional right-of-way either to the LESSEE or to the public utility at no cost to the LESSEE.

3. The Commencement Date of the Agreement, of which this is a Memorandum, is the first day of the month in which notice of the exercise of the option, as set forth in the Agreement, is effective.

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

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

*Signatures on following page*

**CO1 Steamboat Airport**

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

**LESSOR:**

County of Routt, Colorado

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

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

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

Date: \_\_\_\_\_

**LESSEE:**

CommNet Cellular Inc.  
d/b/a Verizon Wireless

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

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

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

Date: \_\_\_\_\_

[illegible]

WITNESS my hand and official seal.

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

[illegible]

WITNESS my hand and official seal.

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

**EXHIBIT "A"**

**PROPERTY**

BEGINNING AT A POINT ON THE WEST LINE OF SECTION 6, TWP. 6 NORTH, RANGE 84 WEST OF THE 6TH P.M. FROM WHENCE THE WEST 1/4 CORNER OF SAID SECTION 6 BEARS NORTH 0°47' EAST 235 FEET.

THE LINE RUNS THENCE SOUTH 89°34' EAST 785 FEET, THENCE SOUTH 57°33' EAST, 182 FEET, THENCE SOUTH 312 FEET, THENCE SOUTH 67°24' WEST 248 FEET, THENCE NORTH 2°26' EAST 326 FEET, THENCE NORTH 89°34' WEST 736 FEET TO THE WEST LINE OF SAID SECTION 6, THENCE NORTH 0°47' EAST 191 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED TRACT OF LAND IS SITUATED IN THE NW1/4 OF THE SW1/4 OF SECTION 6, TWP. 6 NORTH, RANGE 84 WEST OF THE 6TH P.M.

TOGETHER WITH:

BEGINNING AT A POINT ON THE WEST LINE OF SECTION 6, TWP. 6 N. R. 84 W. OF THE 6<sup>TH</sup> P.M., 436 FT. SOUTH OF THE W1/4 CORNER OF SAID SECTION 6, THENCE S. 89°34' E., 736 FEET; THENCE S. 2°20' W., 326 FEET; THENCE N. 81°46' W., 401 FEET; THENCE S. 83°30' W., 331 FEET TO A POINT ON THE WEST LINE OF SAID SECTION 6; THENCE NORTHERLY ALONG THE WEST LINE OF SAID SECTION 6 A DISTANCE OF 305 FEET TO THE PLACE OF BEGINNING; BEING A TRACT OF GROUND LOCATED IN LOT 6 OF SECTION 6, TWP. 6 N. R. 84 W. OF THE 6TH P.M..

COUNTY OF ROUTT  
STATE OF COLORADO

**EXHIBIT "B"**

**PREMISES**

**[ATTACHED]**