

Call Box 22595, Midvale Station, Aurora, Col. 80022  
KATIE L. DIXON  
RECORDER  
SALT LAKE COUNTY,  
UTAH

DEC 27 12 38 PM '83

Western Tele-Communications  
REQ OF DEP. Inc.  
2270

3885499

EXHIBIT "A"  
LEASE AGREEMENT

THIS Agreement made and entered into this 5th day of August, 1983, by and between Glen H. Wood and Norma G. Wood (hereinafter known as "Lessor") and WESTERN TELE-COMMUNICATIONS, INC., 5455 S. Valentia Way, Englewood, Colorado 80111 (hereinafter known as "Lessee").

WITNESSETH, that for and in consideration of the rents and agreements hereinafter mentioned to be paid and performed by said Lessee, Lessor does hereby lease, let and demise unto said Lessee the following described premises:

A parcel of land 150' by 150' located in the SE 1/4 of Sec. 21 T2s, R2W, Salt Lake County, Utah (0.5) acres more or less, more particularly described as follows:

(Exact dimensions to be inserted upon completion of survey if and when lease option is exercised. General dimensions and location are shown of the plat diagram attached hereto.)

together with the right to ingress and egress for the term of the lease over, upon, under and through Lessor's property adjacent to the leased premises (but limited to the area of the present roadway or within thirty (30) feet thereof, except in the case of power lines and communications cables which shall be established approximately in the location shown in the attached drawing) for any and all purposes necessary or incidental to the exercise by

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Lessee of the rights herein granted, including, but not limited to, the supplying of power and communications cables and roadway access to the leased premises, and hereinafter collectively called the "leased premises".

This Lease is made upon the following conditions and terms, which the parties hereby do covenant and agree to observe fully, keep and perform:

1. The term of this Lease shall be Twenty (20) years commencing on the first day of November, 1983, and ending the first day of November. 2003, and subject to all terms and conditions of this Lease, including the annual rental rate hereinafter provided. Lessee has the option to extend the Lease for an additional term of Twenty (20) years. Lessee shall notify Lessor, in writing, prior to ninety (90) days before the end of the initial twenty year lease but no sooner than one (1) year prior to the expiration of the initial twenty (20) year term, of its decision to exercise said option, if it so elects.

2. The Lessee agrees to pay the Lessor and Lessor agrees to accept from Lessee, as rental for said premises, the sum of Forty-Five Hundred Dollars (\$4500.00) per year, payable in advance, receipt of which is hereby acknowledged for the first year's rental. The annual rental shall be increased by four percent (4%) per year over the prior years payment commencing with the second annual payment, and shall continue

throughout the term of this Lease and any extension thereof.

3. Lessor hereby gives, grants and conveys to Lessee for and during the term hereof an easement for the right, privilege and option of installing and maintaining, approximately as per attached drawing, upon the Lessor's property adjacent to the leased premises concrete anchors for and guy wire attachments within Two Hundred (200) feet of the base of the tower to be situated upon said premises. Said guy wires must be of sufficient height and angle to allow passage of up to 15 feet high farm equipment underneath 45 feet or more from the guy entry point.

4. Lessor agrees to provide Lessee's officers, employees, agents, and servants unobstructed access to the leased premises at any and all times for the installation, operation, maintenance, repair, replacement, and removal of Lessee's property located upon the premises, such access being limited to present roadway. This paragraph shall not be construed as requiring Lessor to maintain or improve the present roadway.

5. Lessor leases the leased premises to Lessee for the purpose of enabling Lessee to construct, repair, maintain, and operate in, on and upon the premises a communication facility including towers not to exceed 250 feet in height, satellite transmit and receive antennas, equipment, buildings, microwave and related facilities to be enclosed by chain link security

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fence. Lessee shall not use, or permit said premises, or any part thereof, to be used for any other purposes without the express written consent of Lessor. The Lessee shall have the right to make all such alterations and improvements to the premises as the Lessee deems necessary or desirable in the conduct of its business approximately as per the attached drawing. In the event Lessee desires to make additional alternations or improvements not approximately as the attached drawings at any time during the term of this lease or any extension thereof. Lessee shall first obtain written approval from the Lessor, which approval shall not be unreasonably withheld. Any additional alterations or improvements shall not require additional rent payable to Lessor. Prior to making any alternations or improvements, Lessee shall provide Lessor with lien releases or other proper assurances acceptable to Lessor, from all workmen, contractors, or materialmen to insure that no labor, mechanics or materialmen liens are filed against the leased premises or other lands of Lessor.

6. Lessee shall not make or cause to be made any waste of said premises. Upon installing power lines or other improvements authorized herein on adjacent lands of Lessor, Lessee agrees to restore such lands as close as may be reasonably practical to original condition.

7. Lessee shall pay any increases in real property

taxes in excess of the rate of tax assessed, levied or imposed upon the leased premises for the calendar year proceeding the date of the Lease, together with any roll back taxes for prior years which may become due as a result of changing the use of the property.

8. Lessee may terminate and abandon this lease upon thirty (30) days written notice to Lessor, by paying to Lessor a sum equal to one and a half (1 1/2) times the next annual rental payment, less the amount (if any) of any advance rental payment previously made which would apply to any periods beyond the termination date, said payment to be included with said notice of termination. Upon termination of this Lease or within a reasonable time thereafter, Lessee shall remove any and all personal property, equipment, fixtures, and non-fixtures, from the premises whether permanently affixed or not and structures placed upon the leased premises, except buildings and fences, which shall be retained by Lessee. Lessee agrees to yield up the premises to Lessor at the termination of this Lease in as good repair and condition as same are at the commencement thereof, excepting only reasonable wear and tear thereof, acts of God, or other causes not under control of Lessee.

9. During the term of this Lease, Lessee covenants and agrees to save and hold the Lessors harmless from any and all liability and claims of any kind whatsoever arising out of Lessee's negligent use of the leased premises, except in cases

arising from the negligent or other tortious misconduct of Lessor or Lessor's employees, agents or business visitors. Lessee shall defend at its sole cost and expense any suits brought against the Lessor involving the Lessee's negligent use of the premises.

The Lessor shall promptly notify the Lessee of any claim asserted against the Lessor on account of any such injury or claimed injury to persons or property arising from the use of the leased premises and shall promptly deliver to the Lessee the original or a true copy of any summons or any other process, pleading or notice issued in any suit or other proceeding to assert or enforce any such claim. The Lessee shall have the right to defend any such suit with attorneys of its own selection. The Lessor shall have a right to participate in such defense at its own expense.

Additionally, Lessee shall provide at its expense and keep in force during the term of this Lease, comprehensive general liability insurance against claims for personal injury or death occurring upon the leased premises in minimum limits as follows:

- (1) \$100,000.00 for bodily injury to each person and
- (2) \$300,000.00 for each occurrence in, upon or about the leased premises, and
- (3) \$50,000.00 for property damage.

10. The Lessor hereby expressly represents and

warrants that it is the owner in fee simple of the real property with respect to which this document pertains and that no other leases, easements, or conveyances exist which would interfere with Lessee's rights and benefits provided hereunder.

11. Lessor expressly agrees that Lessee shall at all times hereafter peaceably and quietly have, hold, use, occupy, possess and enjoy all the rights and benefits granted by this Agreement, without suit, eviction or disturbance by the Lessor, his heirs, successors, or assigns, or any other person(s) lawfully claiming through him.

12. The Lessor understands that Lessee has or may in the future enter into purchase contracts with other parties for the purchase of certain cable, satellite and microwave radio equipment and related plant which have chattel mortgages conencted therewith, and referred to herein as "chattel". Said chattel shall be installed or kept at the premises described herein, and the Lessors waive and relinquish unto these parties their successors and/or assigns, all right of levy for rent and all claims and demands of every kind (except for buildings and fences) against said chattels now or to be installed under said purchase contract. The Lessor understands and agrees that said chattels shall not become part of the freehold described herein and may be repossessed by these parties, their successors and/or assigns, at any time.

13. Lessee shall not sell, sublease, assign, or otherwise transfer any of the rights demised to it by Lessor until and unless it receives Lessor's consent in writing. Such consent shall not be unreasonably withheld.

Notwithstanding this provision, the Lessee may, without Lessor's consent, assign this Lease in whole or in part, provided Lessee remains fully liable for all of the obligations herein, under any of the following circumstances:

(1) As security for Lessee's performance of obligations incurred in order to make improvements, changes, or alterations to the premises;

(2) Pursuant to an agreement with any corporation, partnership, joint venture or other entity controlling or controlled by or under common control with the Lessee;

(3) Pursuant to an agreement by the Lessee and another to assign its interest in this Lease as collateral for the financing of fixtures and equipment.

Any sale, sublease, assignment, or other transfer of ownership of this Lease occasioned by a merger, consolidation, or liquidation of the Lessee shall not be deemed an assignment or sublease for purposes hereof.

14. Except for the Lessee's failure to pay rent, any



breach of this Agreement either by the Lessor or by the Lessee shall be specified and in writing and communicated to the breaching party by the non-breaching party. Within thirty (30) days of receipt of said notice of breach, the breaching party shall in good faith diligently commence to cure said breach and shall cure it within thirty (30) additional days. The Lessor shall notify the Lessee in writing of any breach of the agreement to pay rent. Within thirty (30) days of receipt of said notice, Lessee shall tender the rent due and owing. Any violation of these provisions constitutes default. Upon the Lessee's default under the aforesaid provision and under the following circumstances, this Lease shall terminate and the Lessor may immediately enter into and upon the leased premises, and reposses the same, expell the Lessee and those claiming through or under the Lessee, and remove the Lessee's effects, forcibly or otherwise, without being deemed guilty of any trespass, and without prejudice to any remedies, legal or equitable, which might otherwise have existed, provided such action by the Lessor comports with any and all laws currently in effect.

The circumstances under which this Lease shall otherwise terminate in accordance with the preceding paragraph are as follows:

- (1) If the leasehold estate hereby created shall be taken on execution or by other process of law -- subject to Paragraph

15 of this Agreement,

(2) If Lessee shall be declared bankrupt or insolvent according to law, or if any assignment of the property of the Lessee shall be made for the benefit of creditors,

(3) If a receiver, guardian, conservator, trustee in bankruptcy or similar officer shall be appointed to take charge of all or any substantial property of the Lessee by a court of competent jurisdiction,

(4) If a petition shall be filed for reorganization of the Lessee under the provisions of the Bankruptcy Act now or hereafter enacted, providing a plan for a debtor to settle, satisfy or extend the time for payment of debts,

(5) If Lessee fails to obtain or, having obtained, fails to retain all required licenses, permits, zoning, variances, rulings, approvals, and other similar items ("licenses and permits") from all federal, state, county, and local governments and agencies thereof, which licenses and permits are necessary for the conduct of Lessee's business, or

(6) If Lessee is prevented by injunction or otherwise, for reasons not arising out of the breach by Lessee of its obligations hereunder, from conducting its business.

Notwithstanding the termination of this Lease as provided above in Paragraph 8, Lessee shall not be released from its obligation to make the annual rental payments unless, within six (6) months from such termination, Lessee pays to Lessor all current rental payments plus the amounts called for in Paragraph 8.

15. If a portion of the leased premises shall be taken or condemned for a public or quasi-public use, and the remainder is satisfactory to the Lessee for the uses stated herein, this Lease shall, as to the part so taken, terminate as of the date title shall vest in the condemnor and the rent payable hereunder shall be adjusted proportionately (depending upon use, not ground area) for the remainder of the term. The Lessee, however, in such event shall have the option to terminate this Lease (without further obligation to pay rentals) when any portion of the premises shall be taken or condemned. In the event the Lessee's use of the premises is prohibited by a regulatory order of any federal, state or other governmental agency, including, but not limited to, revocation or non-renewal of any license, permit or franchise to operate the Lessee's facilities, Lessee may

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terminate this Lease pursuant to the provisions of Paragraph 8.

16. Whenever consent or approval is required prior to an act pursuant to this Lease, the appropriate party shall respond promptly to the requesting party and shall not unreasonably withhold its consent or approval.

17. Whenever possible, the parties hereto agree not to assign to any insurer, its representative or assignee, any cause of action or damages to the real and personal property of the other, including right of subrogation that the insurer, its representatives or assigns may seek for any damage to the real or personal property of either party in or related to the leased premises, including, but not limited to, damage caused by negligence, but not in contravention of any legal obligation.

18. Until otherwise provided, all notices to either party shall be in writing and sent by United States mail, registered or certified, postage prepaid, return receipt requested, addressed as follows:

To Lessor: Glen H. Wood & Norma G. Wood  
6345 S. 1700 West  
Murray, Utah 84107

To Lessee: Western Tele-Communications, Inc.  
4662-1/2 South Yosemite  
Englewood, Colorado 80111

and to:

and to:

19. In the event of a contemplated sale of the leased premises not as a part of a larger tract during the term or a renewed term of this Lease, Lessor's offer of sale shall be subject to this Lease, and Lessor agrees to give Lessee notice in writing at least thirty (30) days before the contemplated sale of the substance of the terms and conditions upon which it is to be made, and thereupon within thirty (30) days from the date of such notice, Lessee shall have the right to purchase said property upon the same terms and conditions.

20. Lessee shall promptly pay for all gas, electricity, and water used by it on the premises during the term hereof, all of which shall be measured through proper and sufficient meters, to be installed and maintained by Lessee in the premises.

21. The failure of either party to insist at any time upon strict performance of any provision of this Lease shall not be deemed a waiver of the right of either party to require strict performance at a later date.

22. If it becomes necessary to invoke legal proceedings in connection with a breach of this Agreement, the breaching party shall pay the non-breaching party reasonable attorney fees and costs incurred in the institution of such proceedings.

23. This Lease contains the entire agreement between the parties and shall not be modified in any manner except by an instrument in writing executed by the parties. If any term or provision of this Lease, or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such term or provision to persons or circumstances other than those to which it is held invalid or unenforceable shall not be affected thereby, and each term and provision of this Lease shall be valid and be enforced to the fullest extent permitted by law.

24. The terms, conditions, provisions and covenants hereof shall extend to and be binding upon the heirs, executors, administrators, assigns and successors of the parties hereto and time shall be of the essence hereof.

IN WITNESS WHEREOF, the parties have hereunto set their hand and seals effective the day and year first above written.

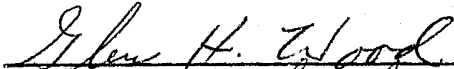
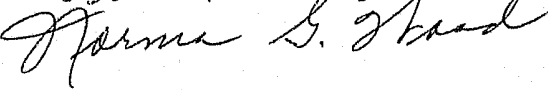
LESSEE:

WESTERN TELE-COMMUNICATIONS, INC.

By: 

LARRY ROMRELL  
EXECUTIVE VICE PRESIDENT

LESSOR:

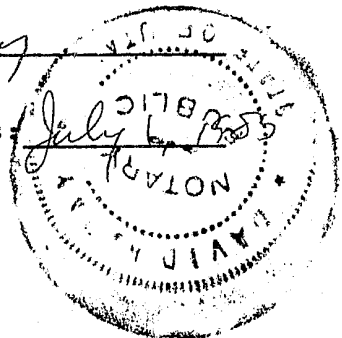
  


STATE OF Utah )  
COUNTY OF Salt Lake ) : ss.

On this 3<sup>rd</sup> day of October, 1983, before me, DAVID H. DAY, a Notary Public in and for said County and State, personally appeared GLENN H. WOOD & NORMA G. WOOD, known to me to be the person(s) described in and who executed the foregoing instrument and acknowledged to me that they executed the foregoing instrument and acknowledged to me that they executed the same for the purposes therein contained.

David H. Day  
NOTARY PUBLIC

My Commission Expires:

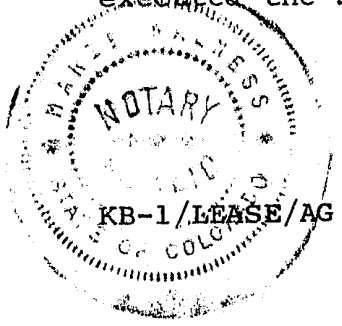


STATE OF ColorADO )  
COUNTY OF ARAPAHOE ) : ss.

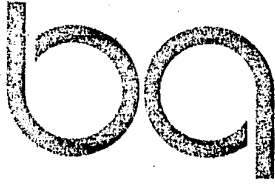
On this 26<sup>th</sup> day of OCTOBER, 1983, before me, Marie Kalness, a Notary Public in and for said County and State, personally appeared Larry Romrell, known to me to be the person(s) described in and who executed the foregoing instrument and acknowledged to me that they executed the foregoing instrument and acknowledged to me that they executed the same for the purposes therein contained.

Marie Kalness  
NOTARY PUBLIC

My Commission Expires **My Commission Expires Nov. 4, 1985**  
5455 So. Valencia Way, Bldg. 54  
Englewood, Colorado 80111



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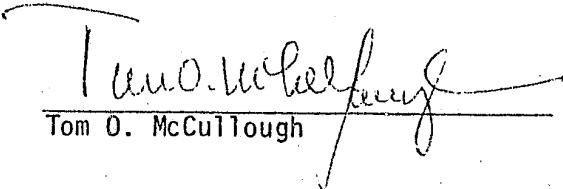
**BUSH & GUGGELL**  
CONSULTING ENGINEERS & LAND SURVEYORS  
555 SOUTH 3RD EAST • SALT LAKE CITY, UTAH 84111 • (801) 364-1212

Description for Lease  
Western Tele-Communications, Inc.

A tract of land in the southeast quarter of the southeast quarter of Section 21 and the northeast quarter of the northeast quarter of Section 28, all in Township 2 South, Range 2 West, Salt Lake Base and Meridian, Salt Lake County, Utah, described as follows:

Commencing at the southeast corner of said Section 21, said corner being a found stone set in concrete, thence West along the South Boundary of said Section 21, a distance of 397.27 feet to the true point of beginning of the tract herein described; thence North  $18^{\circ} 37' 05''$  East, 100.27 feet to a set  $5/8''$  iron rod; thence West, 150.00 feet to a set  $5/8''$  iron rod; thence South  $18^{\circ} 37' 05''$  West, 100.27 feet to the south boundary of said Section 21; thence continuing South  $18^{\circ} 37' 05''$  West, 49.73 feet to a set  $5/8''$  iron rod; thence East, 150.00 feet to a set  $5/8''$  iron rod; thence North  $18^{\circ} 37' 05''$  East, 49.73 feet to the true point of beginning.

Contains 0.489 acres.

  
Tom O. McCullough

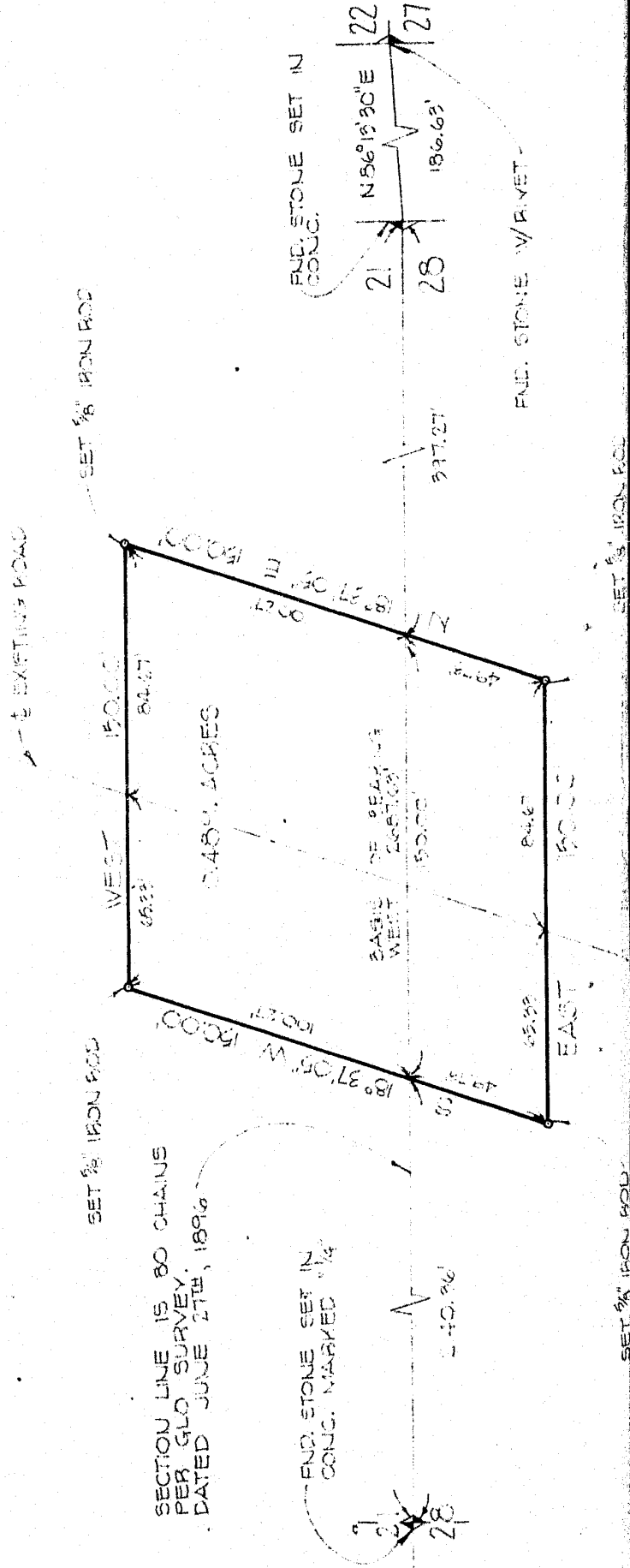
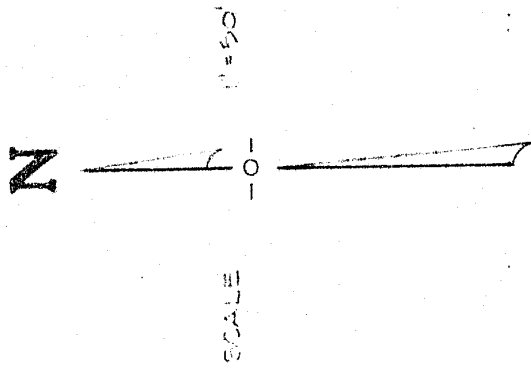
October 31, 1983

TOM: kab

This legal description is attached to and made a part of this Lease between Glen H. Wood and Norma G. Wood "Lessors" and Western Tele-Communications, Inc. "Lessee", dated August 5, 1983.


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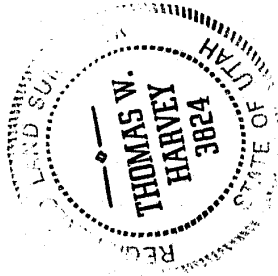




BOUNDARY CERTIFICATE

I, THOMAS W. HARVEY, SALT LAKE CITY, UTAH, DO HEREBY CERTIFY THAT I AM A REGISTER LAND SURVEYOR AND THAT I HOLD LICENSE NO. 3824 AS DESCRIBED BY THE LAWS OF THE STATE OF UTAH, AND I HAVE MADE A SURVEY OF THE PROPERTY AS HERIN SHOWN :

  
THOMAS W. HARVEY  
LICENSE NO. 3824



WESTERN SATELLITE, INC.  
SEC. 28, T. 2 S., R. 2 W., S. 1 M.

**BUSH & GUDGELL INC.**  
CONSULTING ENGINEERS & LAND SURVEYORS  
555 SOUTH 3RD EAST SALT LAKE CITY UTAH 84142  
BRANCH OFFICES ST. GEORGE UTAH - ROCK SPRINGS WYOMING

DRAWN: AM CALG:	DATE: 11.1.83	SHEET
CHECKED: TOM L	SCALE: 1" = 50'	1 OF 1
APPROVED:	JOB NO. 36679-4	