

FIBER LEASE AGREEMENT

Non-Exclusive Access to US Highway 6 Rights-of-Way (ROW) and Use of Two (2) Existing Dark Single-Mode Fiber Strands in Exchange for an Annual Lease Payment and Other In-Kind Services.

THIS LEASE AGREEMENT ("this Lease Agreement") is entered into this 15th day of August, 2012 by and between the State of Colorado acting by and through the Colorado Department of Transportation, ("**CDOT**" or "**Lessor**"), and NewPath Networks, LLC, hereinafter referred to as Crown Castle ("**Lessee**" or "**Crown Castle**"), which is a subsidiary of Crown Castle Solutions Corp., which is a subsidiary of Crown Castle Operating Company, which is a subsidiary of Crown Castle International Corp. Lessor and Lessee also may be hereinafter referred to individually as "**Party**" or jointly as the "**Parties**".

NOW, THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration, the Parties hereto agree as follows:

1. PREMISES. Lessor owns and controls a one hundred forty four (144) strand count fiber optic telecommunications backbone ("the **Backbone**") located within the public ROW along US Highway 6 from approximately the junction of US Highway 6 and State Highway 93 to 15000 W 6th Avenue, which is a location adjacent to the eastbound US Highway 6 and Indiana Street on-ramp gore or approximately station 80+18 (collectively "the **Corridor**") as shown on **Exhibit A**, which is attached hereto and incorporated herein. Lessor desires to lease to Lessee two (2) existing dark single-mode fiber optic telecommunications strands ("**Lessee Fibers**") located within the Backbone along the Corridor. Lessor's and Lessee's interests within the Corridor shall be as follows:

(a) Lessor shall retain ownership of the Backbone, including the Lessee Fibers, and all associated pull boxes, vaults, manholes, equipment, conduit and fiber optic lateral connections (collectively "**Lessor Infrastructure**" or "**Lessor Facilities**"), except for any pull boxes, vaults, manholes, equipment, power, conduit and fiber optic connections, that are installed by the Lessee as necessary or convenient to use and operate the Lessee Fibers (collectively "**Lessee Facilities**" or "**Lessee Infrastructure**"). For reference purposes only in this Lease Agreement the Backbone manufacturer functional specifications are provided on **Exhibit B**, which is attached hereto and incorporated herein. Lessor makes no representations or promises, either implied or expressed, that the Backbone meets manufacturer functional specifications.

(b) Lessee shall retain ownership of all Lessee Facilities installed within the Corridor to use and operate the two Lessee Fibers.

(c) Subject to the remaining provisions of this Lease Agreement, including the annual lease payment set forth in Section 5, Lessee shall have complete, unrestricted and exclusive access to the Lessee Fibers.

(d) Excluding the Lessee Fibers, nothing in this Lease Agreement shall prevent, prohibit or impede Lessor, in its sole discretion and authority, from offering use of existing single-mode dark fiber optic telecommunications strands in the Backbone to third parties ("Third Party Users") authorized and approved by Lessor. Subject to the provisions of this Lease Agreement, Lessee shall have exclusive rights to access and perform maintenance on all fibers in the Backbone throughout the Term of this Lease Agreement. Lessee will not be obligated to provide any maintenance services identified in this Lease Agreement to any Third Party User, until Lessee, Lessor and the Third Party User negotiate and enter into a maintenance agreement ("Maintenance Agreement") consistent with Lessee's standard and/or commercially reasonable terms and conditions. The Maintenance Agreement will include, but not be limited to, response timetables, service level requirements, emergency and standard maintenance fees, and provisions related to transfer of maintenance service obligations in the event of Lessee's early termination. Lessee shall not be obligated to honor any service level requirements or to perform or provide any maintenance services for Third Party Users unless agreed upon by CDOT, Lessee and the

Third Party User, and unless such service level requirements and maintenance services are included in the Maintenance Agreement.

(e) All warranties and representations of any kind with regard to the Lessee Fibers are disclaimed by Lessor. Except as otherwise identified in this Lease Agreement, the use of Lessee Fibers does not relieve the Lessee from any obligations assumed by this Lease Agreement, or from complete and proper fulfillment of the terms of this Lease Agreement, nor does it entitle the Lessee to compensation for damages or loss which could be attributed to such use. Notwithstanding the aforementioned, Lessor agrees to provide initial Lessee Fibers that are functionally operational and in good working order. Lessee understands and acknowledges that functionally operational and good working order Lessee Fibers can be impacted over time by normal wear and tear as well as other items beyond the control of Lessor for which Lessor shall have no responsibility and for which Lessee shall have no right to bring any claim against Lessor or seek compensation or damages from Lessor. If Lessee notifies Lessor regarding issues pertaining to functionally operational and good working order of the Lessee Fibers Lessor agrees to work with Lessee to resolve such issues and to replace Lessee Fibers with existing fiber strands in the Backbone, if available, that are functionally operational and in good working order. In such case that no fiber strands exist in the Backbone that are functionally operational and in good working order the Parties agree to work together to resolve the situation in a manner acceptable to both Parties.

2. **BACKBONE ACCESS.** Lessee shall access the Lessee Fibers and the Backbone at any regular existing or otherwise mutually agreed upon splice point and at any location where necessary to conduct emergency repair and restoration. Lessee agrees to comply with the requirements of Section 6 with respect to the construction of Lessee Facilities.

3. **EFFECTIVE DATE.** The Effective Date of this Lease Agreement shall be the date on which this Lease Agreement is signed by the Executive Director of the Colorado Department of Transportation, or his designee. Lessor agrees to send an email notice to the Lessee representative identified in Section 21 notifying Lessee of the Effective Date of this Lease Agreement within twenty four (24) hours of such Effective Date.

4. **TERM.** The initial term of this Lease Agreement shall be twenty (20) years, commencing on the Effective Date. This Lease Agreement may be renewed for another negotiable term upon the written agreement of both Parties at a negotiated rate. Prior to renewing for another term, Lessor shall evaluate the value of the CDOT (ROW) and other market conditions within the Corridor. If Lessee does not seek another lease term, Lessee must give written notice, in accordance with and to the address identified in Section 21, to Lessor at least one (1) year prior to expiration of initial term; however, neither Party shall be obliged to enter into a second term if the Parties cannot come to agreement on the terms and conditions of a renegotiated lease.

5. **LEASE PAYMENT.** Lessee shall pay twenty five thousand dollars (\$25,000.00) for the first year of the term described above in Section 4. The annual lease rate shall automatically be increased by 3.5% each year after the first year. Lessee shall pay the Total Lease Agreement Payment amount for each subsequent year of the Lease Agreement term as shown on **Exhibit C**, NewPath Networks, LLC Lease Agreement Payment Table, which is attached hereto and incorporated herein. Lessee shall make the first year's annual lease payment within thirty (30) days of the Effective Date. Subsequent annual lease payments shall be made within thirty (30) days of the anniversary of the Effective Date. Payments shall be made payable to the Colorado Department of Transportation at:

Colo. Dept. of Transportation
C/o Accounting Receipts & Deposits
4201 East Arkansas Ave., Rm. 212
Denver, CO 80222

Or at such place as Lessor from time to time designates by notice as provided herein.

In the event Lessor has not received the annual lease payment hereunder within thirty (30) days after said payment becomes due and owing, a late charge of five percent (5%) of that annual lease payment shall be assessed to Lessee. Both Lessor and Lessee agree that acceptance by Lessor of the late payment does not waive Lessor's right to declare Lessee in default of this Lease Agreement.

In addition to the annual lease payment, and as additional consideration, Lessee agrees to perform the in-kind maintenance services as identified in Section 7. Lessee's obligation to provide the additional in-kind services shall cease at the termination of this Lease Agreement.

6. **CONSTRUCTION BY LESSEE IN THE CORRIDOR.** Prior to the commencement of any such work in the Corridor, Lessee shall apply for and obtain a CDOT Region 6 Utility Permit, which authorizes construction within the Corridor, and comply with all applicable provisions, terms and conditions of said Permit. In conjunction with, and as a condition of, the CDOT Region 6 Utility Permit Lessee shall prepare and provide construction plans ("the Plans") to Lessor in hard copy and appropriate electronic format for review, comment and approval prior to commencement of any construction in the Corridor. Lessor shall review and provide Lessee approval or comments within fifteen (15) business days after receipt of the Plans. The CDOT Region 6 Utility Permit addresses, but is not limited to, the following requirements: insurance and bonding during construction, traffic control, worker safety, general construction provisions, environmental provisions, facility relocation procedures, maintenance roles and responsibilities, and access to the Corridor. Lessee shall provide and maintain good and sufficient surety bonds ("the Construction Security Deposit") with Lessor as identified in Section 9. Lessor shall provide technical support, advice and assistance to Lessee regarding applying for and obtaining the CDOT Region 6 Utility Permit to construct within the Corridor and shall waive any and all associated fees and costs of said Permit. Lessor shall not unreasonably withhold or delay issuance of the CDOT Region 6 Utility Permit, and in any event shall issue said Permit within forty-five (45) days of receiving Lessee's properly completed application and required Construction Security Deposit provided that no mitigating circumstances, requirements, clearances or other issues must be addressed thereby making issuance of said Permit not possible within forty-five (45) days.

Notwithstanding anything in this Lease Agreement to the contrary, Lessee shall not be financially responsible for improving, replacing or relocating the Backbone.

7. **MAINTENANCE RESPONSIBILITIES.** During the Term, Lessee shall be responsible for performing the following maintenance responsibilities on existing and on future Lessor Facilities and on existing and on future Lessee Facilities within the Corridor on behalf of itself and Lessor. Lessee shall provide and maintain good and sufficient surety bonds ("the Maintenance Security Deposit") with Lessor as identified in Section 9. Lessee shall not enter a CDOT Node Building unless accompanied by Lessor or Lessor's representative. Lessee shall be excused from performance of its maintenance responsibilities at the time if Lessor fails to make itself or Lessor's representative reasonably available to provide Lessee access to the CDOT Node Building when requested.

Prior to the commencement of any work, Lessee shall apply for and obtain a CDOT Region 6 Annual Permit and comply with all applicable provisions, terms and conditions of the CDOT Region 6 Annual Permit in the performance of all maintenance activities within the Corridor. Lessor shall provide technical support, advice and assistance to Lessee regarding applying for and obtaining the CDOT Region 6 Annual Permit and shall waive any and all associated fees and costs regarding the CDOT Region 6 Annual Permit. Lessor shall not unreasonably withhold or delay issuance of the CDOT Region 6 Annual Permit, and in any event shall issue said Permit within fifteen (15) days of receiving Lessee's properly completed application and required Maintenance Security Deposit provided that no mitigating circumstances, requirements, clearances or other issues must be addressed thereby making issuance of said Permit not possible within fifteen (15) days.

Lessor and Lessee agree to the following maintenance provisions within the Corridor for the entire term of this Lease Agreement:

(a) LOCATES. Lessee is responsible to perform all fiber locates and the Lessee shall register the Backbone and all Lessor-owned lateral fiber within the entire Corridor with the Utility Notification Center of Colorado (UNCC). Lessor shall provide as-built drawings showing the locations of the Backbone and all existing and future Lessor-owned lateral fiber. Lessee shall assume no liability for damages resulting to the Backbone and all Lessor-owned lateral fiber installed in the Corridor for which Lessor has not provided Lessee with as-built drawings thereby resulting in such Backbone and Lessor-owned lateral fiber not being registered with the UNCC or to Lessor-owned lateral fiber that has not been correctly registered with the UNCC provided that such Lessor-owned lateral fiber was properly registered by Lessee.

(b) ROUTINE PREVENTATIVE MAINTENANCE. Lessee shall perform routine preventative maintenance, in accordance with Lessee's regular maintenance procedures, processes, practices and protocols, for both the Lessee Infrastructure and Lessor Infrastructure as identified above in Section 1.a. Routine Preventative Maintenance shall at a minimum consist of, but not be limited to, performance of the following: weekly inspection of the Backbone including reinstallation of knocked down fiber markers, replacement of damaged or missing fiber markers, clearing and cleaning debris from all pull boxes, manholes and vaults so that they are visible, locates within forty-eight (48) hours from receipt of UNCC notice on the Backbone, splicing on the Backbone including all existing and new Lessor and Lessee fiber optic lateral connections as necessary, and splicing on the Lessee Fibers within the Corridor as necessary and as required by CDOT. This could also include any splicing on the Backbone in the event the roadway is widened in the future including; wider lanes, wider shoulders, rock fall areas, etc. For all Routine Preventative Maintenance activities pertaining to Lessee Infrastructure and Lessor Infrastructure, Lessee shall supply materials such as, but not limited to, fiber markers and splice canisters, in accordance with CDOT standards and specifications, at its own expense and shall perform all necessary routine preventative maintenance at its own expense and shall not seek reimbursement from CDOT for any and all cost associated with routine preventative maintenance performed by the Lessee within the Corridor.

(c) EMERGENCY AND EXTRAORDINARY REPAIRS. Lessee shall perform emergency and extraordinary repairs on the Backbone in accordance with Lessee's standards and specifications. Lessee shall prioritize the emergency repair of the Backbone in the following order: Lessee Fibers, active Lessor Fibers, and remaining Backbone fibers. For purposes of this Section 7 emergency and extraordinary repairs shall mean repairs required because the Backbone has been cut or severed. Lessee shall perform necessary emergency and extraordinary repairs, including splicing and reconnecting of the fibers in the Backbone solely at its own expense and shall not seek reimbursement from Lessor unless Lessor, or third parties causes the damage either through its negligence or willful misconduct. For outages affecting the Backbone, Lessee shall use commercially reasonable efforts to respond within four (4) hours unless Force Majeure, severe weather, highway closures or extreme safety hazards exist. For outages affecting CDOT fiber optic laterals, Lessee shall use commercially reasonable efforts to respond within twelve (12) hours unless Force Majeure, severe weather, highway closures or extreme safety hazards exist.

Lessor shall provide notice to the Lessee representative identified in Section 21 immediately upon addition to and/or deletion of CDOT fiber optic laterals so that Lessee can register such CDOT fiber optic laterals with the UNCC and perform locates on such CDOT fiber optic laterals. Failure of Lessor to provide notification to Lessee shall absolve Lessee of the requirement to perform maintenance as specified in this Section 7 on such CDOT fiber optic lateral until such time as proper notice is given. Notification shall be written, which may take the form of email only if subsequently provided in writing to the Party's representative identified in Section 21, and include a description and mile marker identification.

As used within this Section 7 response time shall be defined as the time at which Lessee first receives notice, either from Lessor or from Lessee sources, that the Backbone or CDOT fiber optic lateral has been cut or severed to the time that Lessee dispatches a repair crew to the location, notwithstanding that repair to the Backbone and CDOT fiber optic lateral shall begin within two (2) hours of arriving on site.

(d) NOTIFICATION. In the event that Lessee performs emergency and extraordinary repairs identified in Section 7(c) above, Lessee shall notify Lessor as soon as is reasonable and

practicable, and shall make reasonable effort to notify Lessor while such emergency and extraordinary repair is in progress. Lessee's notification shall include, to the extent practicable, the nature, location and duration of the emergency and extraordinary repair, and shall be to the representative identified in Section 21. A telephone call followed by an email shall constitute acceptable notification under this Section 7.

(e) ENTERING PULL BOXES, VAULTS AND MANHOLES. Neither Party, including but not limited to, that Party's employees, contractors, subcontractors, agents and affiliates, shall enter the other Party's pull boxes, vaults and/or manholes without receiving written permission, which may take the form of email from the Party's representative identified in Section 21, except where entry is necessary for Lessee to perform routine maintenance or emergency and extraordinary repairs contained in this Lease Agreement.

(f) RESTORATION. Each Party shall, with respect to any and all maintenance and repair activities under the Lease Agreement, restore the affected area, including but not limited to, landscaping, trees, sod, sprinkler systems, and pathways, to the same or better condition as before. Lessee shall maintain the Corridor in good repair and in tenantable condition free of trash and debris attributable to the work contemplated in Section 6 and in Section 7 in this Lease Agreement during the term of this Lease Agreement.

(g) COMPLIANCE WITH CDOT REGION 6 ANNUAL PERMIT. Lessee shall comply with all terms, conditions and provisions set forth in the CDOT Region 6 Annual Permit regarding performance of maintenance activities including, but not limited to, acceptable days and hours to access the Corridor facilities, submittal of method of handling traffic (MHT) while performing maintenance activities, and CDOT approval of MHT, safety, insurance and bonding requirements.

8. RIGHT OF ACCESS. It is understood and agreed that Lessee intends to use the Corridor only for the Lessee Fibers. Lessee shall also have the right to access the Corridor and Lessor Facilities in performing maintenance and repair activities pursuant to this Lease Agreement. Lessor shall, at all times have the right to access and inspect the Corridor, and Backbone, Lessee Fiber and other improvements to ensure that they comply with environmental regulations, the terms and conditions of this Lease Agreement and the applicable CDOT Region 6 Utility or Annual Permit. Lessee shall not use the Corridor for any purposes other than those identified in this Lease Agreement and the applicable CDOT Region 6 Utility or Annual Permit without express written consent of Lessor.

9. SECURITY DEPOSIT. With regard to Construction by Lessee in the Corridor as identified in Section 6, and as a condition of performing any construction in the Corridor for performance and payment pursuant to Section 38-26-106, C.R.S, Lessee agrees to provide and maintain a security deposit ("the Construction Security Deposit") with Lessor in the form of either a cash deposit, bond from an insurance company licensed to do business in the State of Colorado, or unconditional irrevocable letter of credit with Lessor as beneficiary. Such Construction Security Deposit shall be in a sum equal to one hundred (100) percent of the estimated construction cost. Lessee may choose whether the Construction Security Deposit will be in the form of a cash deposit, bond, or unconditional letter of credit. Upon completion of construction by Lessee in the Corridor, Lessor shall return, without interest, any remaining portion of said cash deposit in the event the Construction Security Deposit is in the form of a cash deposit, and in the event the Construction Security Deposit is in the form of either a bond or letter of credit, Lessor agrees to cooperate with Lessee in cancelling such bond or letter of credit.

With regard to Maintenance Responsibilities as identified in Section 7, Lessee agrees to provide and maintain a security deposit ("the Maintenance Security Deposit") with Lessor in the sum of fifty thousand (\$50,000) dollars as a guarantee for faithful performance of the terms and conditions of this Lease Agreement. In lieu of a cash deposit Lessee at its option may deposit in such amount and for the term hereof with Lessor: (i) a bond from an insurance company licensed to do business in the State, or (ii) an unconditional irrevocable letter of credit with Lessor as beneficiary. If at any time Lessee fails to keep and perform any or all of the terms, covenants and conditions of this Lease Agreement, including without limitation the payment of annual fees, and any other expenses, fees and costs, beyond the applicable

cure period, Lessor shall have the right and may, at its sole option, appropriate and apply all or any portion of said Maintenance Security Deposit to the payment of any such amounts. Upon termination of this Lease Agreement and Lessee vacating the site, Lessor shall return, without interest, any remaining portion of said Maintenance Security Deposit. Lessor shall also have the right to apply the Maintenance Security Deposit to any lease payment that is more than forty five (45) days delinquent. If at any time during the duration of this Lease Agreement it is necessary for Lessor and Lessee to enter into litigation that pertains to this Lease Agreement, Lessor shall have the right to apply the Maintenance Security Deposit to any legal fees Lessor may incur as a result of the litigation, but only if Lessor is the prevailing party in any such litigation. In the event Lessor depletes all or a portion of the Maintenance Security Deposit for any of the purposes authorized by this Section 9, Lessee agrees to replenish the Maintenance Security Deposit within thirty (30) days of Lessor's request to the sum of fifty thousand (\$50,000) dollars.

10. **TAXES, UTILITIES, MAINTENANCE AND OTHER EXPENSES.** It is understood and agreed that except as otherwise provided by law, all taxes, assessments, insurance, utilities and other operating costs and the cost of all maintenance, repairs, and improvements, and all other direct costs, charges and expenses of any kind whatsoever respecting Lessee's use of the Lessee Fibers and occupancy of the Corridor shall be borne by Lessee and not by Lessor so that the lease return to Lessor shall not be reduced, offset or diminished directly or indirectly by any cost or charge.

11. **ASSIGNMENT.** This Lease Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. Neither party shall assign, sublet, delegate, or transfer any of its rights or obligations hereunder without the prior written consent of the other party; provided, however, that Lessee shall be allowed to assign this Lease Agreement, in whole or in part, upon thirty (30) days written notice to Lessor, to any parent, affiliate or subsidiary of the assigning party. Provided, further, that Lessee may make available or lease its Lessee Fibers and/or Lessee Facilities installed within the Corridor, or the telecommunications services carried on those Lessee Fibers and/or Lessee Facilities to other parties including without limitation Level 3 Communications, LLC (or an affiliate of Level 3 Communications, LLC) without prior written or other consent of Lessor. Provided, further, that if Lessee assigns this Lease Agreement, Lessee shall use a written agreement to make that assignment, and Lessee shall include language in that agreement that expressly requires any assignee to assume all of Lessee's obligations and duties under this Lease Agreement, including without limitation, Lessee's obligation to continue to provide exclusive use of the agreed facilities to Lessor for the term of this Lease Agreement, if such an obligation exists. Furthermore, Lessee shall provide Lessor, within fifteen (15) days of executing such assignment, a copy of the assignment agreement.

12. **TERMINATION AND DEFAULT**

(a) **TERMINATION BY LESSOR.** In the event Lessor believes that Lessee has not complied with the material terms of the Lease Agreement, Lessor shall notify the Lessee in writing with specific details regarding the exact nature of the alleged noncompliance or default. Lessee shall have thirty (30) days from the receipt of the Lessor's written notice: (1) to respond to Lessor contesting the assertion of noncompliance or default; or (2) to cure such default; or (3) in the event that, by nature of the default, such default cannot be cured within the thirty (30) day period, initiate reasonable steps to remedy such default and notify Lessor of the steps being taken and the projected date that the cure will be completed. In the event Lessee fails to respond to the Lessor's notice or in the event that the alleged default is not remedied within thirty (30) days of the date agreed to by the Parties, then Lessor may terminate this Lease Agreement by providing Lessee with ninety (90) days notice of termination in writing.

(b) **TERMINATION BY LESSEE.** If at any time during the term of this Lease Agreement, it becomes commercially, economically, technologically, or legally advisable in Lessee's business judgment for Lessee to discontinue utilizing the Corridor, Lessee may terminate this Lease Agreement on thirty (30) days written notice to Lessor. In such an event, Lessee will compensate Lessor in the amount equivalent to one annual payment for the Corridor as Liquidated Damages for the early termination of this Lease Agreement. In the event that less than one year remains on the term of this Lease Agreement, Lessee shall forfeit the prorated amount remaining on its annual payment. Such payment for termination shall accompany the written notice as described above. If any required certificate, other than any

certificate required in Section 14 in this Lease Agreement, permit, license or approval is denied, canceled or otherwise terminated, for reasons beyond the reasonable control of Lessee, so that Lessee is unable to use the Corridor for its intended purpose, Lessee may terminate this Lease Agreement without Liquidated Damages, upon thirty (30) days notice.

(c) DEFAULT. Either Party may terminate the Lease Agreement by giving written notice of breach or default if the other Party (a) becomes insolvent, unable to pay debts when due, or the subject of bankruptcy proceedings not terminated within thirty (30) days of any filing; or makes a general assignment for the benefit of creditors; or if a receiver is appointed for substantially all of its property; or (b) breaches or defaults on its obligations under this Lease Agreement and fails to cure the breach or default within thirty (30) days after receipt of written notice provided, however, that the cure period shall be extended if the nature of the cure is such that it reasonably requires more than thirty (30) days to cure, and the defaulting Party commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion in which case this Lease Agreement shall not terminate. Notwithstanding anything to the contrary in this Lease Agreement, including but not limited to the exhibits, in no event shall the cure period for either Party to cure any breach or default be less than the cure period set forth in this same paragraph (c). Furthermore, notwithstanding anything to the contrary in this Lease Agreement, including but not limited to the exhibits, in no event may either Party terminate this Lease Agreement as the result of an uncured breach or default unless the requirements in paragraph (a) and paragraph (b) under this Section 12 have been satisfied.

(d) TERMINATION NOTICES. All notices of cancellation under this Section 12 shall become effective on the third day following the date the notice is postmarked or upon receipt if personally delivered, unless otherwise agreed to between Lessee and Lessor and specified in the termination notice.

(e) EFFECT OF TERMINATION. Lessee shall remove all Lessee-installed improvements from the Corridor, and restore the affected area to its condition prior to the beginning of this Lease Agreement, normal wear and tear excluded, no later than ninety (90) days following the termination date. If the improvements are not removed from the Corridor within this period of time, Lessor shall have the right to have the improvements removed from the Corridor premises at Lessee's expense.

13. RELOCATION. Each party recognizes that from time to time Lessor may be required to relocate the Backbone or a portion thereof as a result of a project in the ROW. If such relocation is for the convenience of Lessor or a third party, and Lessor is not required to make such relocation by law or existing contract, Lessor shall be solely responsible for all costs incurred to relocate the Backbone, including the Lessee Fibers, and all Lessor Infrastructure. If such relocation is not for the convenience of Lessor or a third party, and Lessor is required to make such relocation by law or by the loss of right-of-way, Lessor shall be solely responsible for all costs incurred to relocate the Backbone, including the Lessee Fibers, and all Lessor Infrastructure. Lessor shall use commercially reasonable efforts to give Lessee at least thirty (30) days prior notice of any relocation. In any event, and for whatever reason that requires relocation of the Backbone, either for convenience of Lessor or not for convenience of Lessor, Lessee shall be responsible to pay for any and all costs associated with the relocation of Lessee Infrastructure. Due to the vested interest that Lessee has in the Corridor, Lessor shall use commercially reasonable efforts to give Lessee notice of relocation as soon as Lessor becomes aware of such relocation and Lessor shall keep Lessee well informed throughout the entire relocation process, including but not limited to, development of relocation project plans and schedules. Also, Lessor shall give Lessee an official notice that identifies the date on which the relocation project is scheduled to begin at least sixty (60) days prior to the commencement of such relocation project.

14. INSURANCE REQUIREMENTS.

(a) GENERAL. Lessee shall obtain and maintain, at all times during the duration of this Lease Agreement, insurance in the kinds and amounts detailed below or in the kinds and amounts identified on the CDOT Utility/Special Use Permit Application for the applicable CDOT Region 6 Utility Permit or the CDOT Region 6 Annual Permit, whichever is greater. Lessee shall require any contractor working for them on the Corridor to obtain like coverage. The following insurance requirements must be

in effect during the entire term of the Lease Agreement. Lessee shall, at its sole cost and expense, obtain insurance on Lessee Infrastructure including its inventory, equipment and all other personal property located on the Corridor against loss resulting from fire, theft or other casualty. All policies evidencing the insurance coverage required hereunder shall be issued by insurance companies licensed to do business in the State of Colorado with a minimum A.M. Best financial rating of A-, VII. If Lessor or the State Controller changes its insurance requirements at any time during the term of this Lease Agreement Lessee shall update its policy to comply with these requirements. Lessee shall update such policy to become effective upon the date provided by Lessor regarding such change to Lessor or the State Controller insurance requirements. Lessor shall notify Lessee of any changes to Lessor or the State Controller insurance requirements no later than sixty (60) days prior to such change.

(b) WORKER'S COMPENSATION. Workers' Compensation Insurance as required by State statute, and Employer's Liability Insurance covering all employees acting within the course and scope of their employment and work on the activities authorized by this Lease Agreement.

(c) GENERAL LIABILITY. Commercial General Liability Insurance written on ISO occurrence form CG 00 01 10/93 or equivalent, covering Corridor operations, fire damage, independent Consultants, blanket contractual liability, personal injury, and advertising liability with minimum limits as follows:

1. \$1,000,000 each occurrence;
2. \$1,000,000 general aggregate;
3. \$1,000,000 products and completed operations aggregate; and
4. \$50,000 any one fire.

If any aggregate limit is reduced below \$1,000,000 because of claims made or paid, Lessee, or as applicable, its contractor, shall immediately obtain additional insurance to restore the full aggregate limit and furnish to Lessor a certificate or other document satisfactory to Lessor showing compliance with this provision.

(d) AUTOMOBILE LIABILITY. Automobile Liability Insurance covering any auto (including owned, hired and on-owned autos) with a minimum limit of \$1,000,000 each accident combined single limit.

(e) POLLUTION LEGAL LIABILITY. If any operations are anticipated that might in any way result in the creation of a pollution exposure, Lessee shall also provide Pollution Legal Liability Insurance with minimum limits of liability of \$1,000,000 Each Claim and \$1,000,000 Annual Aggregate. Lessor shall be named as an Additional Insured to the Pollution Legal Liability policy. The Policy shall be written on a Claims Made form, with an extended reporting period of at least two year following finalization of this Lease Agreement.

(f) UMBRELLA OR EXCESS LIABILITY. Umbrella or Excess Liability Insurance with minimum limits of \$1,000,000. This policy shall become primary (drop down) in the event the primary Liability Policy limits are impaired or exhausted. The Policy shall be written on an Occurrence form and shall be following form of the primary. The following form Excess Liability shall include Lessor as an Additional Insured.

(g) ADDITIONAL INSURED. Lessor shall be named as Additional Insured on the Commercial General Liability Insurance and Automobile Liability Insurance policies (leases and construction contracts require additional insured coverage for completed operations on endorsements CG 2010 11/85, CG 2037, or equivalent) required of Lessee and any contractor hereunder.

(h) PRIMACY OF COVERAGE. Coverage required of Lessee and any contractor by this Lease Agreement will be primary over any insurance or self-insurance program carried by the State of Colorado.

(i) CANCELLATION. Lessee shall provide notice to Lessor at least thirty (30) days prior to cancellation by certified mail to the representatives identified in Section 21. This paragraph (i) shall supersede any cancellation notice requirements in the CDOT Utility/Special Use Permit Application or the CDOT Region 6 Utility Permit and the CDOT Region 6 Annual Permit.

(j) SUBROGATION WAIVER. The insurance policies related in any way to this Lease Agreement and secured and maintained by Lessee or contractor as required herein shall include clauses stating that Lessee shall waive all rights of recovery, under subrogation or otherwise, against Lessor, its agencies, institutions, organizations, officers, agents, employees and volunteers.

(k) CERTIFICATES. In order for this Lease Agreement to be executed, Lessee, or as applicable, its contractor, shall provide certificates showing insurance coverage required by this Lease Agreement to Lessor within seven (7) business days of the execution date of this Lease Agreement. No later than fifteen (15) days prior to the expiration date of any such coverage, Lessee or contractor shall deliver to the Notice Address of Lessor certificates of insurance evidencing renewals thereof. At any time during the term of this Lease Agreement, Lessor may request in writing, and Lessee or contractor shall thereupon within ten (10) days supply to Lessor, evidence satisfactory to Lessor of compliance with the provisions of this Section 14. Insurance coverage must be in effect or this Lease Agreement is in default.

(l) CONTRACTOR REQUIREMENTS. If Lessee engages a contractor to act independently from the Lessee on the Corridor, for which no consent of Lessor is required, that contractor shall be required to provide an endorsement naming Lessor as an Additional Insured on its Commercial General Liability, and Umbrella or Excess Liability policies.

15. INDEMNIFICATION AND HOLD HARMLESS.

(a) Lessee shall indemnify, save, and hold harmless Lessor, its employees and agents, against any and all claims, damages, liability and court awards including costs, expenses, and attorney fees and related costs, incurred as a result of any act or omission by Lessee, or its employees, agents, or contractors, or assignees pursuant to the terms of this Lease Agreement except to the extent caused by the Lessor, or any third party user, or any employees, agents, contractors or officials of Lessor or any third party users; however, the provisions hereof shall not be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protection, or other provisions, of the Colorado Governmental Immunity Act, CRS 24-10-101 et seq., or the Federal Tort Claims Act, 28 U.S.C. 2671 et seq., as applicable, as now or hereafter amended.

(b) NOTWITHSTANDING ANYTHING CONTRARY IN THE AGREEMENT, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, THOSE BASED ON LOSS OF REVENUES, PROFITS, OR BUSINESS OPPORTUNITIES, FRUSTRATION OF ECONOMIC OR BUSINESS EXPECTATIONS, LOSS OF CAPITAL, COST OF SUBSTITUTE PRODUCT(S), FACILITIES, OR SERVICES, OR DOWN TIME COST.

16. OWNERSHIP. CDOT represents that CDOT owns Corridor within the ROW and Lessee specifically understands that CDOT owns the Corridor within the ROW and the highway ROW at all times relevant to this Lease Agreement. The undersigned, signing on behalf of Lessor, warrants and represents herself or himself to be an authorized agent of CDOT for the purposes of granting this Lease Agreement.

17. APPLICABLE LAW. The laws of the State of Colorado and rules and regulations issued pursuant thereto shall be applied in the interpretation, execution and enforcement of this Lease Agreement, and any legal action concerning the provisions hereof shall be brought in the City and County of Denver, State of Colorado.. Any provision of this Lease Agreement, whether or not incorporated herein by reference, which provides for arbitration by any extra-judicial body or person or which is otherwise in conflict with said laws, rules and regulations shall be considered null and void. Nothing contained in any provision incorporated herein by reference which purports to negate this or any other special provision in whole or

in part shall be valid or enforceable or available in any action at law whether by way of compliant, defense or otherwise. Any provision rendered null and void by the operation of this provision will not invalidate the remainder of this Lease Agreement to the extent that this Lease Agreement is capable of execution.

18. **COMPLETE AGREEMENT.** This Lease Agreement, including all exhibits, supersedes any and all prior or contemporaneous written or oral agreements and there are no covenants, conditions or agreements between the parties regarding the subject matter of this Lease Agreement except as set forth herein. No prior or contemporaneous addition, deletion, or other amendment hereto shall have any force or affect whatsoever unless embodied herein in writing. No subsequent novation, renewal, addition, deletion or other amendment hereto shall have any force or effect unless embodied in a written contract executed and approved pursuant to the State of Colorado Fiscal Rules and by an authorized representative of Lessee.

19. **CAPTIONS, CONSTRUCTION, AND LEASE AGREEMENT EFFECT.** The captions and headings used in this Lease Agreement are for identification only, and shall be disregarded in any construction of the Lease Agreement provisions. All of the terms of this Lease Agreement shall inure to the benefit of and be binding upon the respective heirs, successors, and assigns of both Lessor and Lessee. If any provision of this Lease Agreement shall be determined to be invalid, illegal, or without force by a court of law or rendered so by legislative act then the remaining provisions of this Lease Agreement shall remain in full force and effect.

20. **NO VIOLATION OF LAW.** Lessee shall not commit, nor permit the commission of, any act or thing, which shall be a violation of any ordinance of the municipality, City, County, or of any law of the State of Colorado or the United States. Lessee shall not use the Corridor for any manner, which shall constitute a nuisance or public annoyance. The signatories hereto aver that they are familiar with 18-8-301, et seq., (Bribery and Corrupt Influences) and 18-8-401, et seq., (Abuse of Public Office), C.R.S., as amended, and that no violation of such provisions is present. The signatories aver that to their knowledge, no state employee has any personal or beneficial interest whatsoever in the service or property described herein.

21. **NOTICE.** All notices, demands and requests required or permitted to be given under this Lease Agreement (collectively the "Notices") must be in writing and shall be deemed to have been given as of the date, notwithstanding anything to the contrary in this Lease Agreement, such Notice is (i) delivered to the Party intended, (ii) delivered to the Notice Address below or the then designated address of the Party intended, (iii) sent via email to the email address given below provided sending Party has a confirmation acknowledging receipt of the email by receiving Party, (iv) rejected at the then designated address of the Party intended, provided such Notice was sent prepaid, or (v) sent by nationally recognized overnight courier or by United States Certified Mail, return receipt requested, postage prepaid and addressed to the then designated address of the Party intended. The initial notice address designated for each Party shall be as listed above. Upon at least ten (10) days' prior written notice, each Party shall have the right to change its address to any other address within the United States of America.

Regarding the Work to be performed as outlined in this Lease Agreement and subsequent issues throughout this Lease Agreement term, persons to be contacted that represent the Parties include:

LESSOR:

Colorado Dept. of Transportation
ITS Branch Manager
425C Corporate Circle
Golden, CO 80401
303-512-5820
Ken.depinto@dot.state.co.us
John.D.williams@dot.state.co.us

LESSEE:

Crown Castle
Mike Kavanagh, President - DAS
1100 Dexter Avenue North, Suite 250
Seattle, WA 98109
206-336-7383
Mike.Kavanagh@crowncastle.com

With a copy to:

Colorado Dept. of Transportation
4201 E. Arkansas Ave.
Denver, CO 80222
Attn: Chief Engineer

With a copy to:

Crown Castle
E. Blake Hawk, General Counsel
2000 Corporate Drive
Canonsburg, PA 15317-8564

22. EXECUTIVE DIRECTOR'S APPROVAL. This Lease Agreement shall not be deemed valid until it has been approved by the Executive Director of the Colorado Department of Transportation, or his designee, and by Lessee.

23. HAZARDOUS MATERIALS. Lessee agrees to defend, indemnify and hold harmless Lessor and any employees, agents, contractors, and officials of Lessor against any and all damages, claims, liability, loss, fines or expenses, including attorney's fees and litigation costs, related to the presence, disposal, release or clean-up of any contaminants, hazardous materials or pollutants on, over, under, from or affecting the property subject to this Lease Agreement, which contaminants or hazardous materials Lessee or its employees, agents, contractors or officials has caused to be located, disposed, or released on the Corridor. Lessee shall also be responsible for all damages, claims and liability to the soil, water, vegetation, buildings or personal property located thereon as well as any personal injury or property damage related to such contaminants or hazardous materials. Notwithstanding, Lessee shall not be responsible, and have no obligation to indemnify Lessor for hazardous materials existing or installed by others, including Lessor and any third party users, along the Corridor.

24. NO NEW PERMANENT STRUCTURES. Except as authorized by this Lease Agreement, no permanent structures or facilities of any kind shall be erected or moved upon or within the Corridor by the Lessee without the express written prior permission of Lessor. Any such structure/facilities erected or moved upon or within the Corridor premises without the express written consent of Lessor may be immediately removed by Lessor at the expense of Lessee.

25. BINDING AGREEMENT. This Lease Agreement shall be binding upon and inure to the benefit of the partners, heirs, executors, administrators, and successors of the respective parties hereto.

26. ADDITIONAL PROVISIONS. Lessee shall also comply with the following:

(a) Construction MAY NOT commence until written authorization is received from Lessor, and Lessee has obtained a permit pursuant to the CDOT Region 6 Utility Permit where applicable.

(b) Perform all work in a safe and workmanlike manner consistent with generally accepted construction standards;

(c) Perform all work in such a way to minimize, as is reasonably practical, any interference with the operations of Lessor;

(d) Obtain, prior to the commencement of any work, the necessary federal, state, and local permits, licenses and approvals; and

(e) Comply with all terms and conditions of the CDOT Region 6 Utility Permit, including regarding the times and places for the performance of the work;

(f) Install Lessee Infrastructure only at the specific location(s) described in the Plans and approved by CDOT and identified on the CDOT Region 6 Utility Permit.

(g) Not pledge or cause a lien or encumbrance of any kind to be created on the Corridor ROW or on any other Lessor property or facilities or have a right to pledge or cause such a lien or encumbrance unless a lien or encumbrance of any kind on the Corridor ROW is expressly permitted

elsewhere in this Lease Agreement and expressly approved in writing by Lessor

27. INDEPENDENT CONTRACTOR. Lessee shall perform its duties hereunder as an independent contractor and not as an employee. Neither the Lessee nor any agent or employee of the Lessee shall be deemed to be an agent or employee of CDOT. Lessee and its employees and agents are not entitled to unemployment insurance or workers compensation benefits through CDOT and CDOT shall not pay for or otherwise provide such coverage for the Lessee or any of its agents or employees. Unemployment insurance benefits shall be available to the Lessee and its employees and agents only if such coverage is made available by the Lessee or a third party. Lessee shall pay when due all applicable employment taxes and income taxes and local head taxes incurred pursuant to this Lease Agreement. Lessee shall not have authorization, express or implied, to bind CDOT to any agreement, liability or understanding, except as expressly set forth herein. Lessee shall:

- (a) Provide and keep in force workers' compensation and unemployment compensation insurance in the amounts required by law,
- (b) Provide proof thereof when requested by CDOT, and
- (c) Be solely responsible for its acts and those of its employees and agents.

28. FORCE MAJEURE. Neither Party shall be considered to be in default in performance of any obligation hereunder if failure of performance is due to forces beyond the control of the Party affected, including, but not limited to, flood, earthquake, storm, fire, lighting, epidemic, war, riot, civil disturbance, labor disturbance, power outage, sabotage, and restraint by court order or public authority, or by any other cause beyond the control of a party hereto, except where by exercise of due foresight the Party could have reasonably avoided or where by exercise of due diligence the cause could have been overcome.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

THE COLORADO DEPARTMENT OF TRANSPORTATION

By 
DONALD E. HUNT, EXECUTIVE DIRECTOR
DEPARTMENT OF TRANSPORTATION

for

NewPath Networks, LLC

By: 
Name: Robert L. Delsman

Title: VP, DAS Network Real Estate

EXHIBIT A

Utility Notification Center
 Call Before You Dig

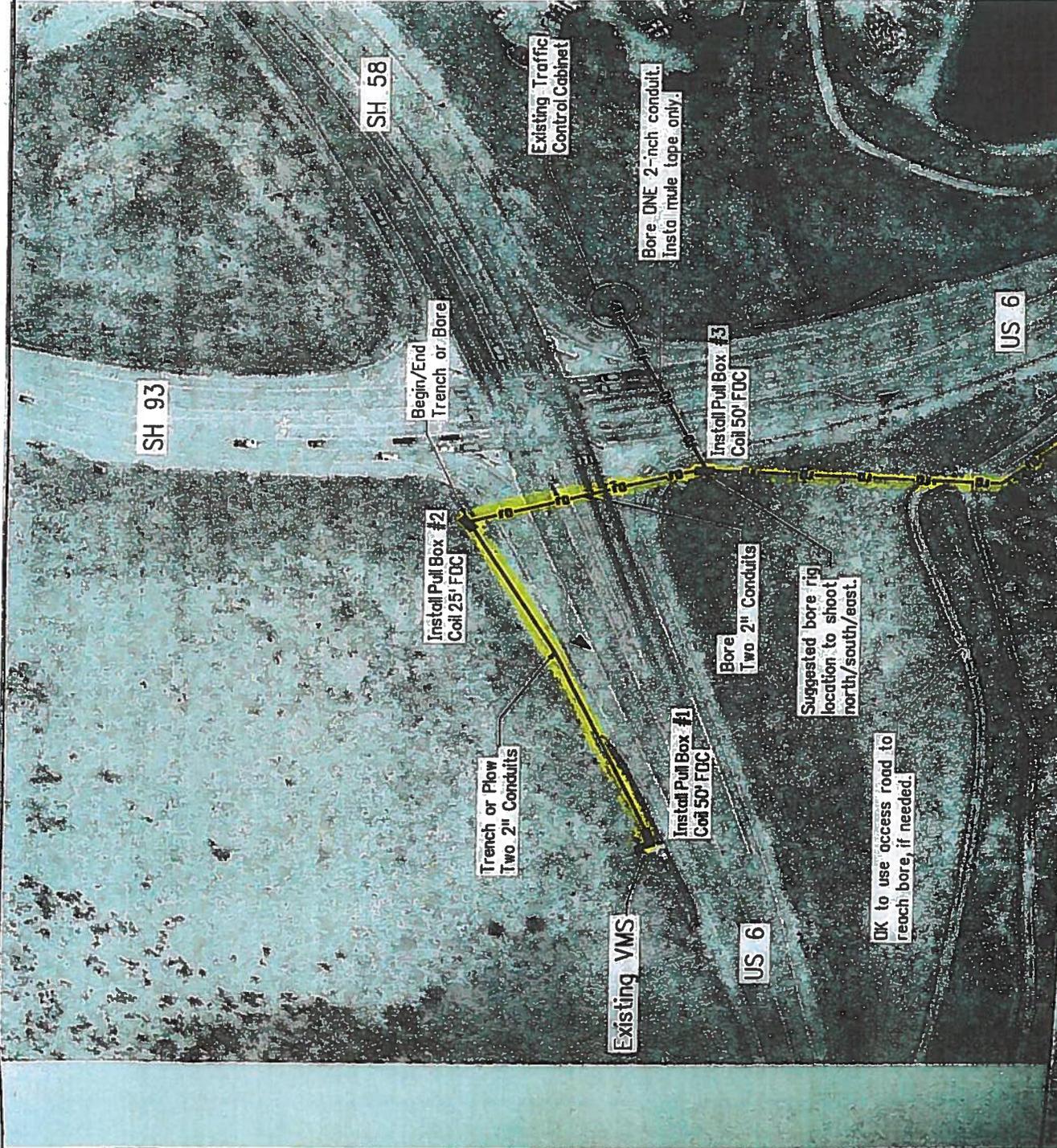


Know what's below.
 Call before you dig.

Legend

- Hydraulic Flow Direction
- Bore Line
- Trench or Plow Line
- Pull Box
- Existing Manhole

Contractor shall prevent dirt, debris, or loads from falling into any existing or existing.

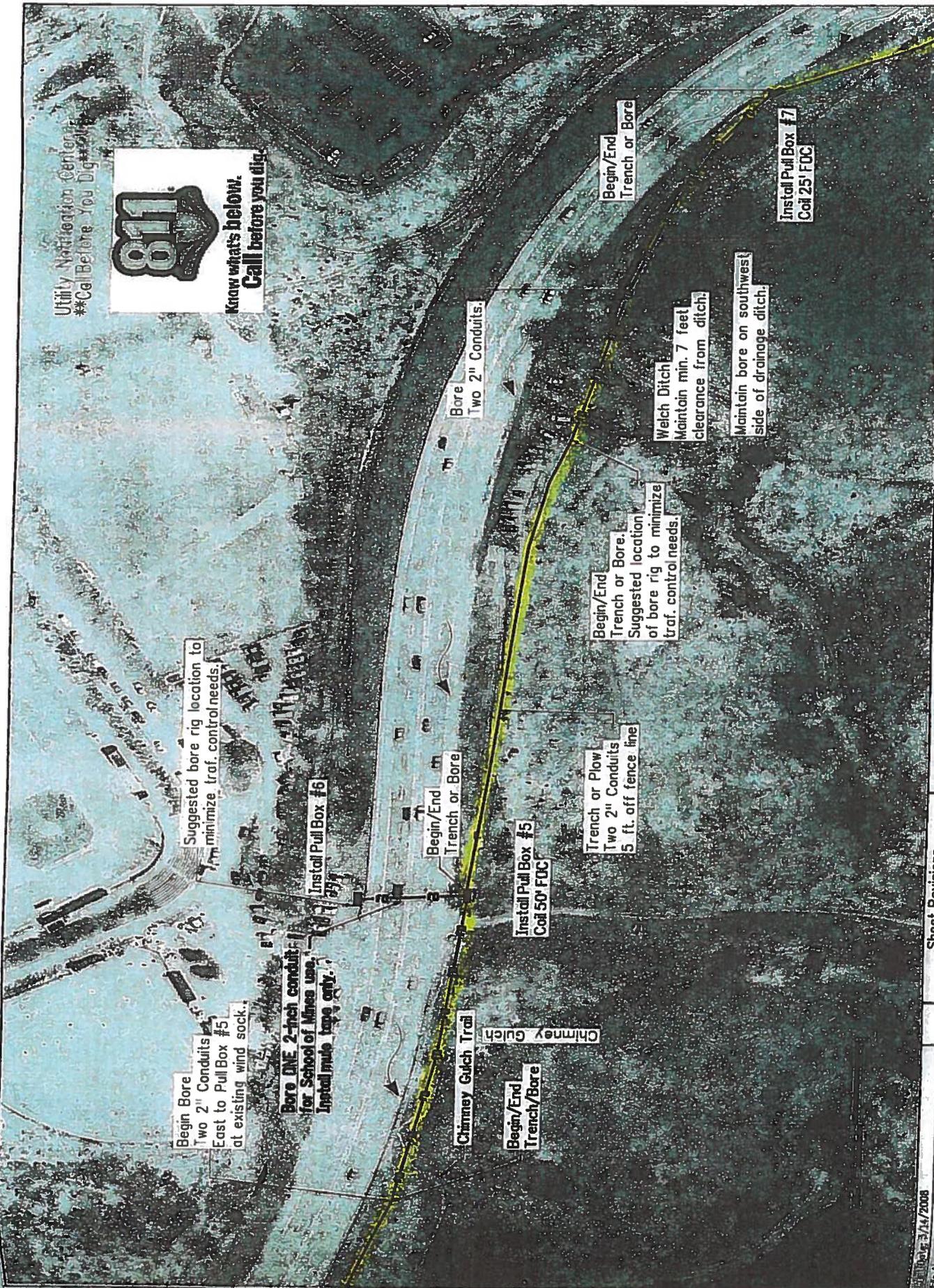


As Constructed No Revision: Revised: Void:		PLAN SHEET Designer: R. Sembal Checker: R. Sembal Sheet No./Code: EPSW00-541 16241 Sheet Number: 8 Subtotal Sheets: 1 of 22	
Colorado Department of Transportation 425C Corporate Circle Golden, CO 80401 Phone: 303-512-5804 FAX: 303-512-5878 		CTMC AI	
Sheet Revisions		Date: Init.	
Comments		Init.	
(030)		000	
Veril. Scale: As Noted Unit Leader Initials		000	

Utility Notification Center
 Call Before You Dig



Know what's below.
 Call before you dig.



Date: 3/14/2008 By: z ch03 djn Title: Information		Vertical Scale: As Noted Unit Leader Initials:	
Sheet Revisions Date: _____ Comments: _____ Int: _____		Colorado Department of Transportation 425C Corporate Circle Golden, CO 80401 Phone: 303-512-5804 FAX: 303-512-5878 AT	
As Constructed No Revisions: Revised:		PLAN SHEET Project No./Code EPSW00-541 16241	
Designer: R. Sembal Detacher: R. Sembal		Structure Number: 16241	

Utility Notification Center
 Call Before You Dig

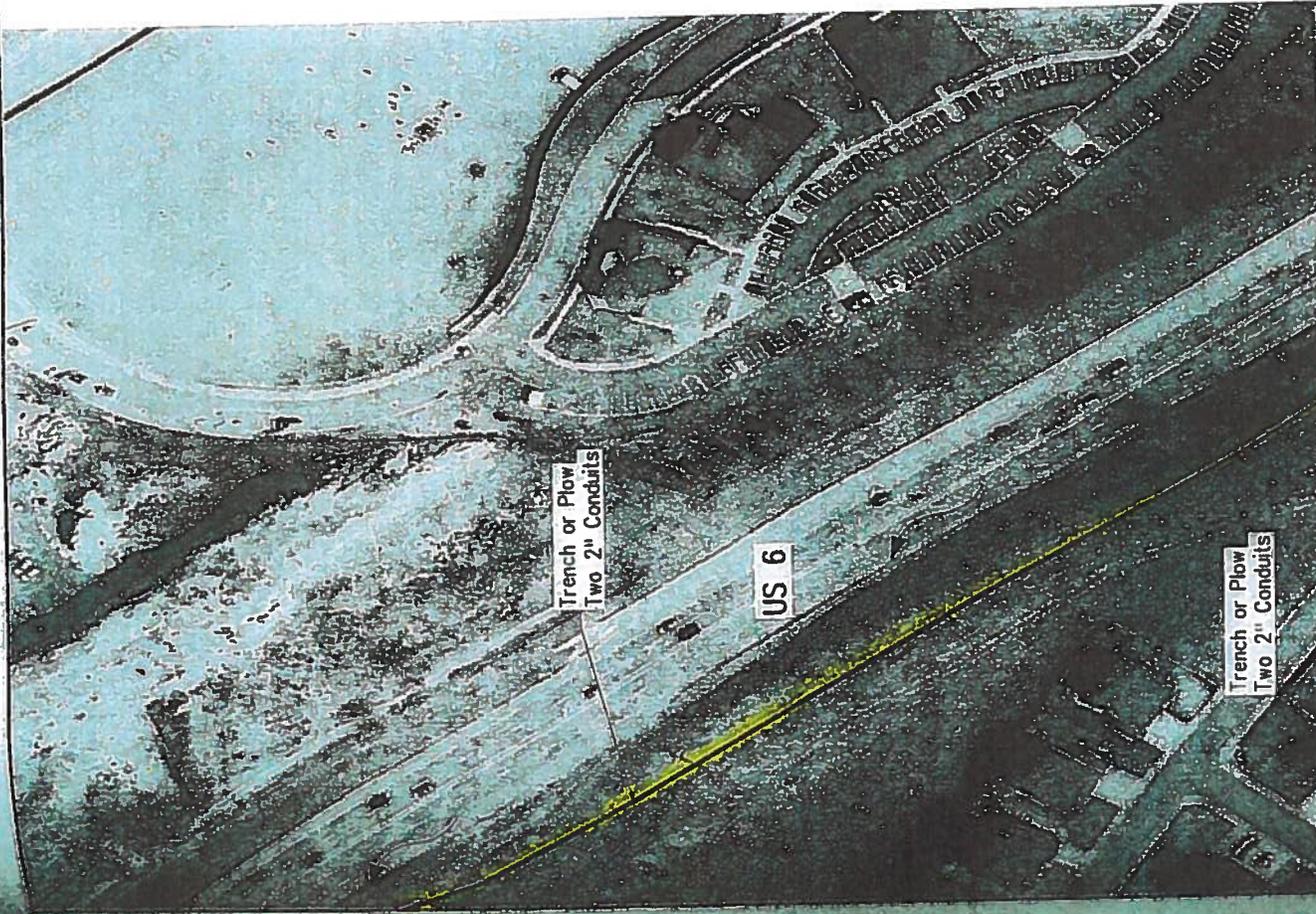


Know what's below.
 Call before you dig.

Legend

- Hydraulic Flow Direction:
- Bore Line:
- Trench or Plow Line:
- Pull Box:
- Existing Manhole:

Contractor shall prevent dirt, debris, or tools from falling into any wellhead or waterway.



Project No./Code EPSW00-541	
Designer: R. Sembrat De/aler: R. Sembrat	Structure Numbers Sheet Number //
Project No./Code EPSW00-541	
PLAN SHEET	
As Constructed	
No Revisions:	
Revised:	
Void:	
Colorado Department of Transportation	
425C Corporate Circle Golden, CO 80401 Phone: 303-512-5804 FAX: 303-512-5878	
CTMC	
Sheet Revisions	
Date:	Init.
Comments	Comments
Ver. L. Scale: As Noted	Unit Leader Initials
File Name: J. CulpM.dgn	000
Date: 12/22/2008	000
Scale: 1:100	000
Information	000

Utility Notification Center
 ##CallBefore You Dig##

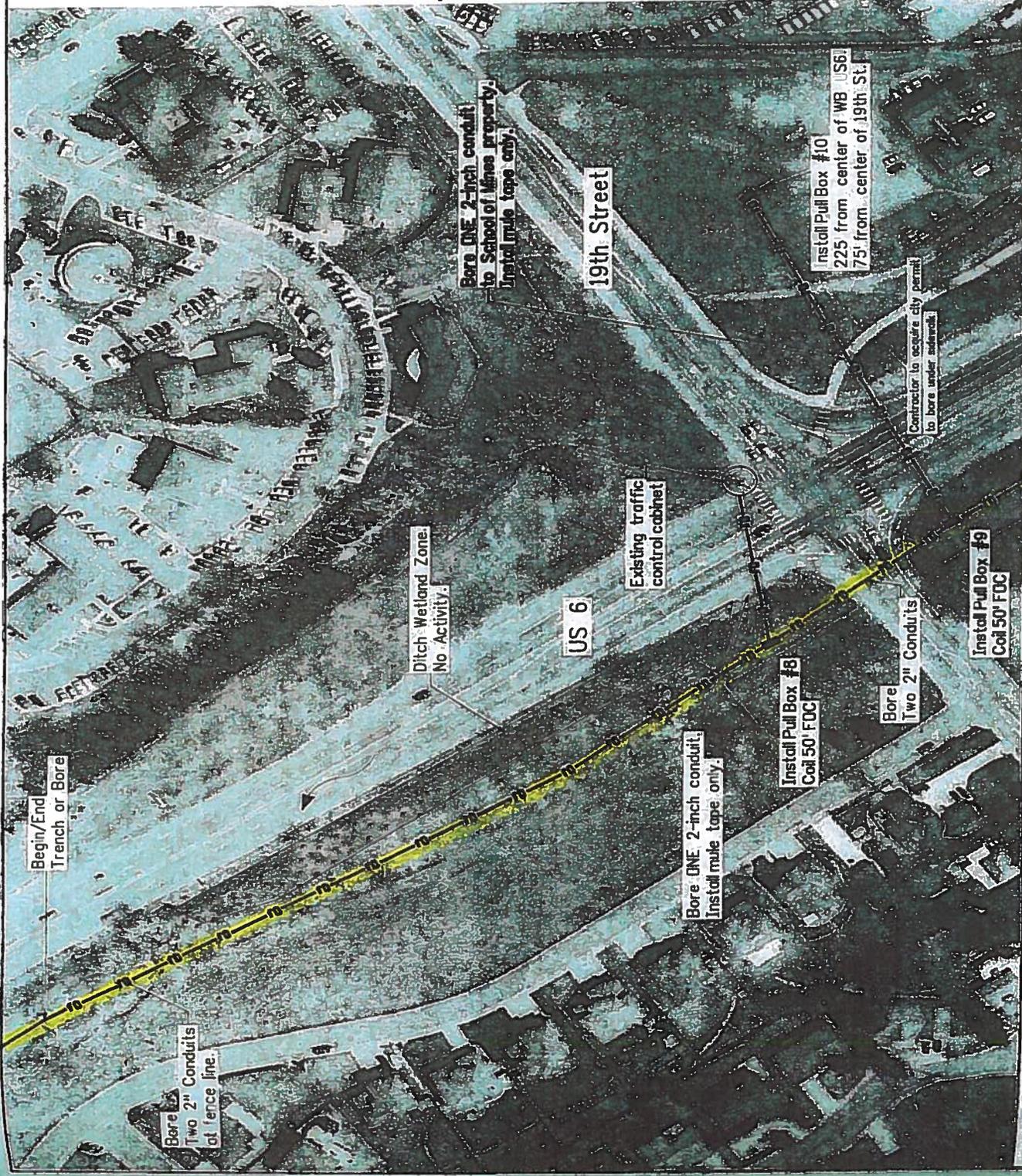


Know what's below.
 Call before you dig.

Legend

- Hydraulic Flow Direction
- Bore Line
- Trench or Flow Line
- Pull Box
- Existing Manhole

Contractor shall prevent dirt, debris, or loads from falling into any wellhead or wetland.



Date: <input type="text"/> Init.: <input type="text"/> Comments: <input type="text"/>		Sheet Revisions: <input type="text"/>		Colorado Department of Transportation 4750 Corporate Circle Golden, CO 80401 Phone: 303-512-5804 FAX: 303-512-5878 CTMC		As Constructed No Revisions: <input type="text"/> Revised: <input type="text"/> Void: <input type="text"/>		PLAN SHEET Designer: R. Sembrot Detailer: R. Sembrot Sheet Subsets: <input type="text"/> of <input type="text"/>		Project No./Code EPSW00-541 18241 Sheet Number 12 of 12	
--	--	---------------------------------------	--	---	--	---	--	---	--	--	--

Utility Notification Center
 Call Before You Dig

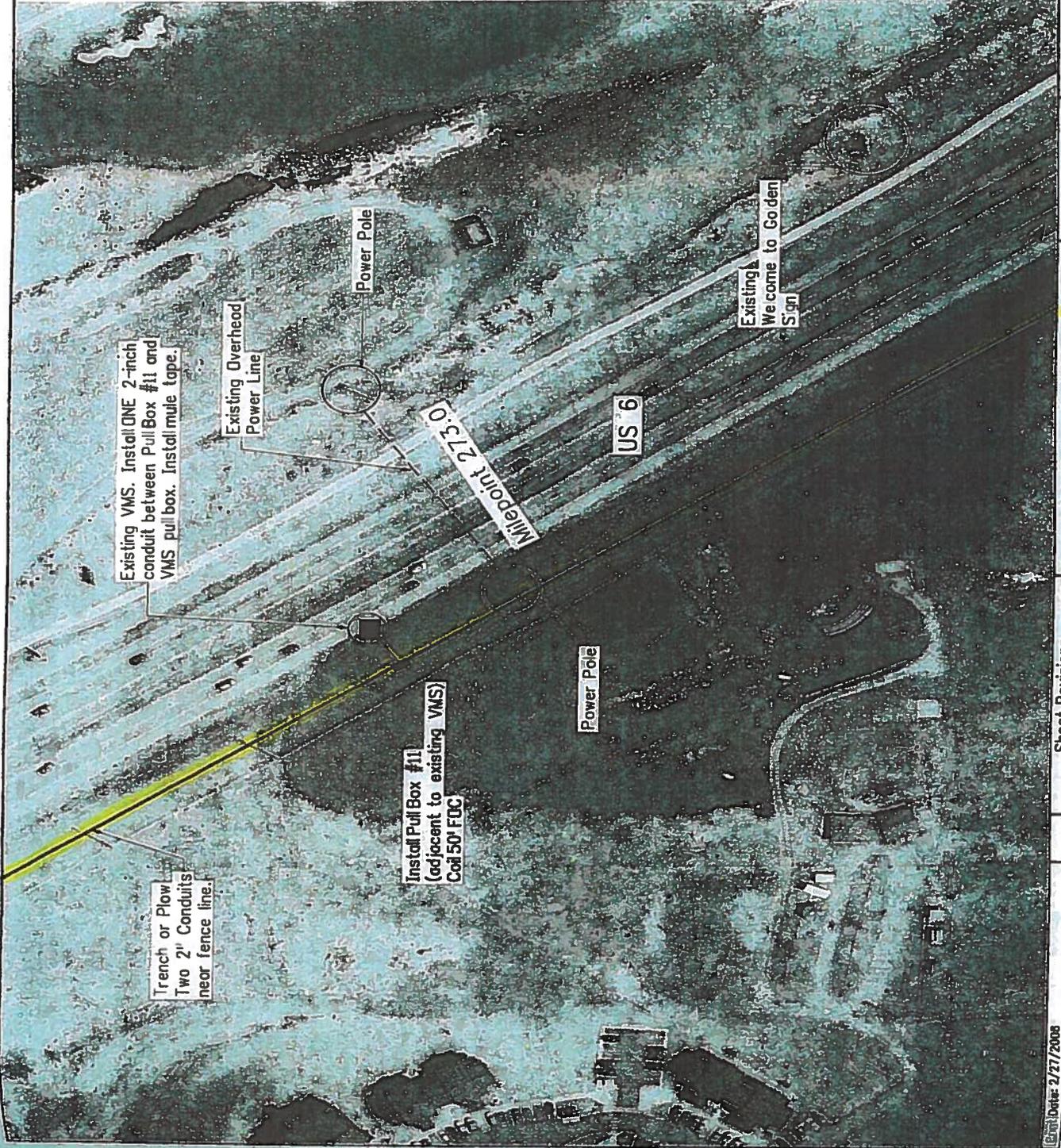


Know what's below.
 Call before you dig.

Legend

- Hydraulic Flow Direction
- Bore Line
- Trench or Plow Line
- Pull Box
- Existing Manhole

Contractor shall prevent dirt, debris, or loads from falling into any wetland or waterway.



File Name: z:\cud07.dwg Plot: Scale: As Noted Unit Leader Initials:		Sheet Revisions Date: _____ Comments: _____ Init.: _____		Colorado Department of Transportation 425C Corporate Circle Golden, CO 80401 Phone: 303-512-5804 FAX: 303-512-5878 CTMC		As Constructed No Revisions: Revised: Void:		PLAN SHEET		Project No./Code EPSW00-541	
Designer: R. Sembrot Detector: R. Sembrot		Structure Numbers Sheet Subsets: _____ of _____		16241		Sheet Number / 4		16241		16241	

Utility Notification Center
 Call Before You Dig

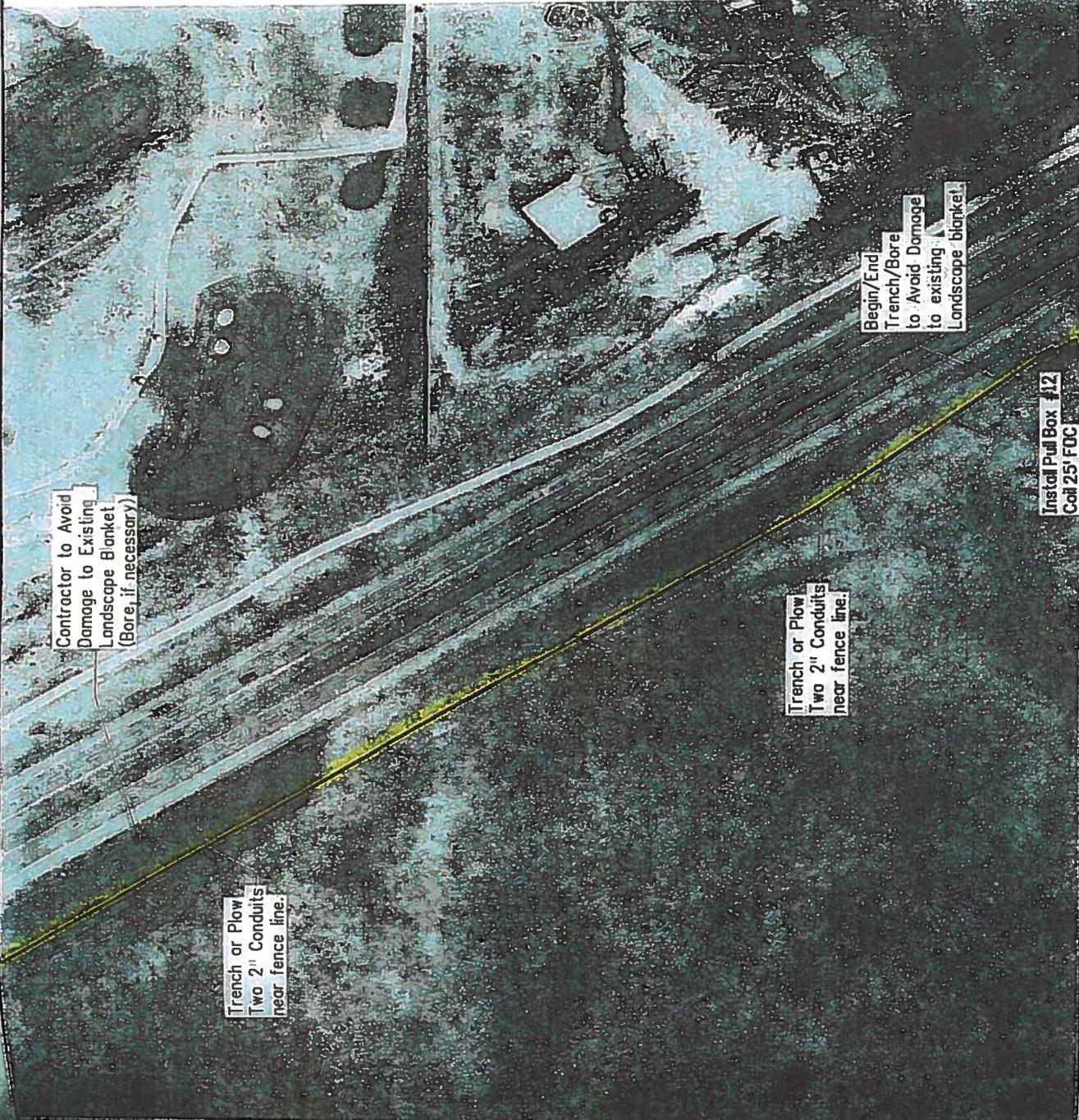


Know what's below.
 Call before you dig.

Legend

- Hydraulic Flow Direction
- Bore Line
- Trench or Plow Line
- Pull Box
- Existing Manhole

Contractor shall prevent dirt, debris, or loose material from falling into any method of entry.



Project No./Code EPSW00-541													
Designer: R. Sembrot Detainer: R. Sembrot Sheet Subsets: of													
Structure Numbers 16241 Sheet Number / 5													
PLAN SHEET													
As Constructed No Revisions: Revised: Void:													
Colorado Department of Transportation 425C Corporate Circle Golden, CO 80401 Phone: 303-512-5804 FAX: 303-512-5878 CTMC													
Sheet Revisions <table border="1"> <thead> <tr> <th>Date:</th> <th>Comments</th> <th>Init.</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table>		Date:	Comments	Init.									
Date:	Comments	Init.											
Title Block Date: 2/22/2008 File Name: 2_C04008.dgn Vert. Scale: As Noted Unit Information Horiz. Scale: 1:100 Unit Leader Initials													

Utility Notification Center
 Call Before You Dig

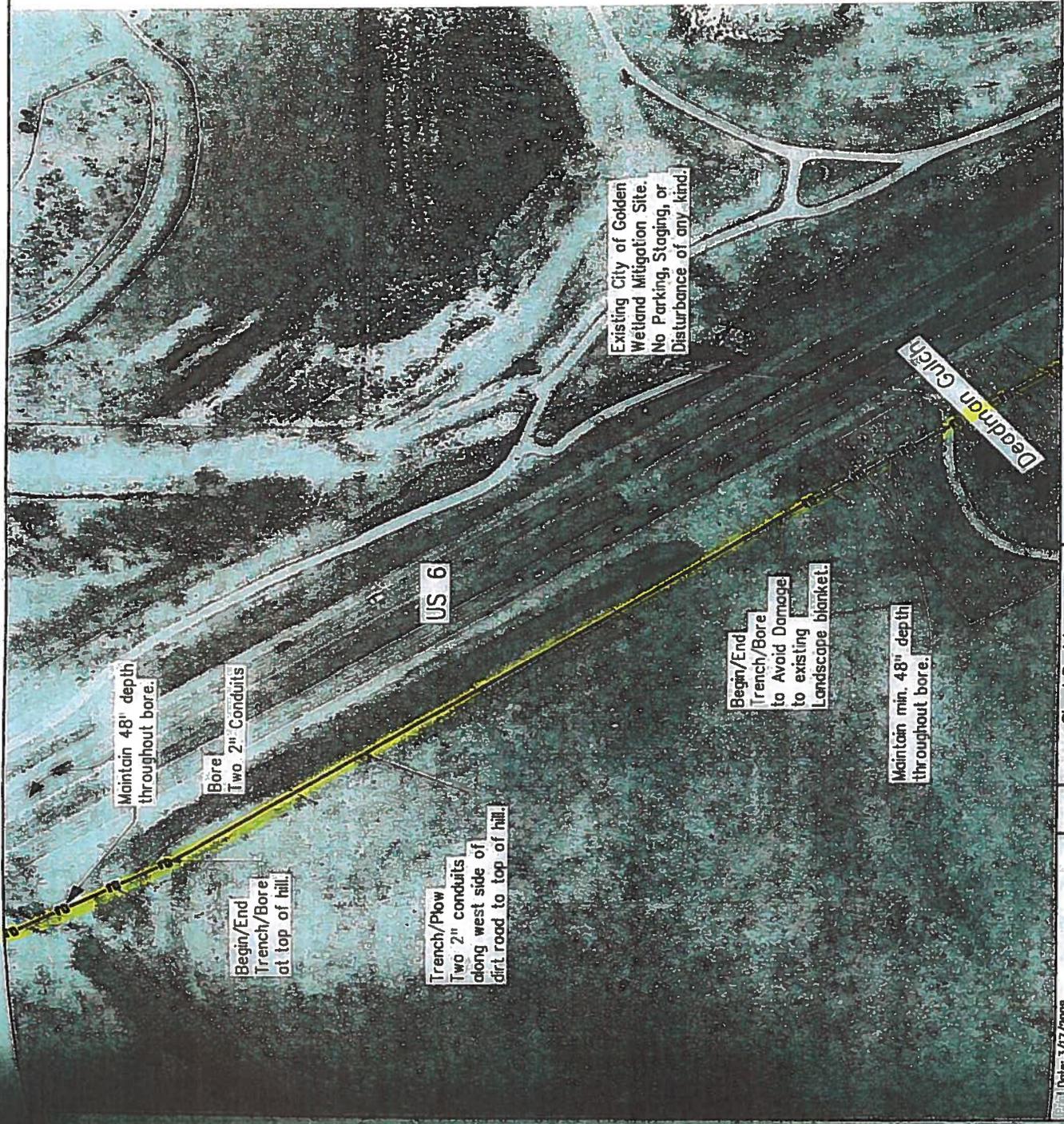


Know what's below.
 Call before you dig.

Legend

- Hydraulic Flow Direction
- Bore Line
- Trench or Plow Line
- Pull Box (36x48x18)
- Existing Manhole

Contractor shall prevent dirt, debris, or loads from falling into any method or waterway.



Date: 3/17/2008 File Name: 2 Cut09.dgn Horiz. Scale: 1:100 Vert. Scale: As Noted Unit Leader initials		Sheet Revisions Date: _____ Comments In: _____ In: _____ In: _____ In: _____ In: _____		Colorado Department of Transportation 425C Corporate Circle Golden, CO 80401 Phone: 303-512-5804 FAX: 303-512-5878 CTMC		As Constructed No Revisions: Revised: Void:		PLAN SHEET Designer: R. Sembrat Detailer: R. Sembrat Structure Number: Sheet Subst: _____ of _____ Sheet Number / 6		Project No./Code EPSW00-541 16241	
---	--	---	--	---	--	--	--	--	--	---	--

Utility Notification Center
 Call Before You Dig

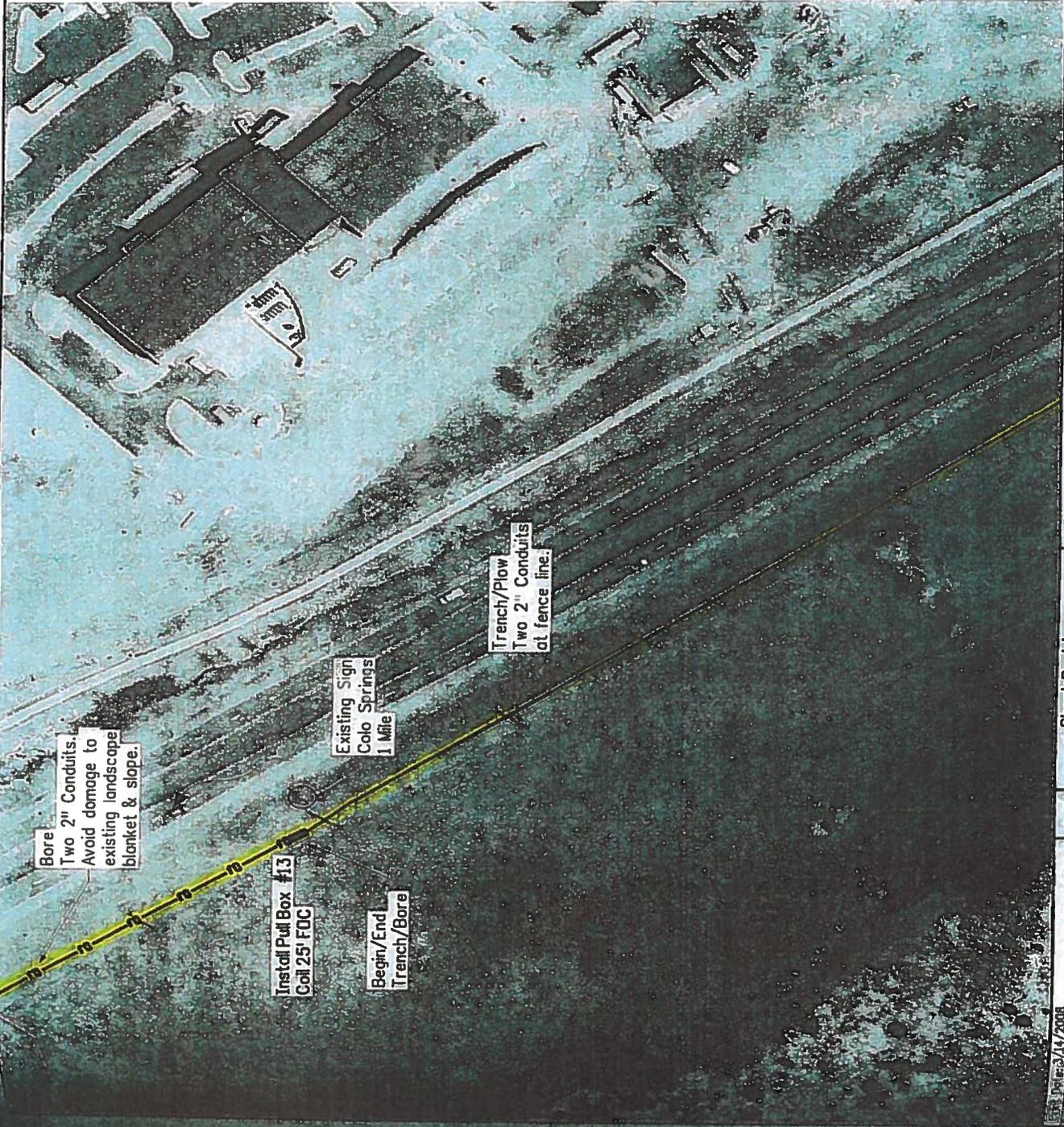


Know what's below.
 Call before you dig.

Legend

- Hydraulic Flow Direction
- Bore Line
- Trench or Plow Line
- Pull Box (36x48x18)
- Existing Manhole

Contractor shall prevent dirt, debris, or loads from falling into any wetland or waterway.



Project No./Code EPSW00-541	
PLAN SHEET	
Designer: R. Sembrat	Structure Numbers R. Sembrat
Detailer: R. Sembrat	Sheet Number 17
As Constructed No Revisions:	Revised:
Valid:	Sheet Subsets: of
Colorado Department of Transportation 425C Corporate Circle Golden, CO 80401 Phone: 303-512-5004 FAX: 303-512-5878	
CTMC	
Sheet Revisions	
Date:	Int.
Comments	Int.
0000	
Date: 1/14/2008	Vert. Scale: As Noted
Name: z Coll10.dgn	Link Leader Initials
Title: L100	Link Leader Initials
User: jgorman	Link Leader Initials

Utility Notification Center
 Call Before You Dig

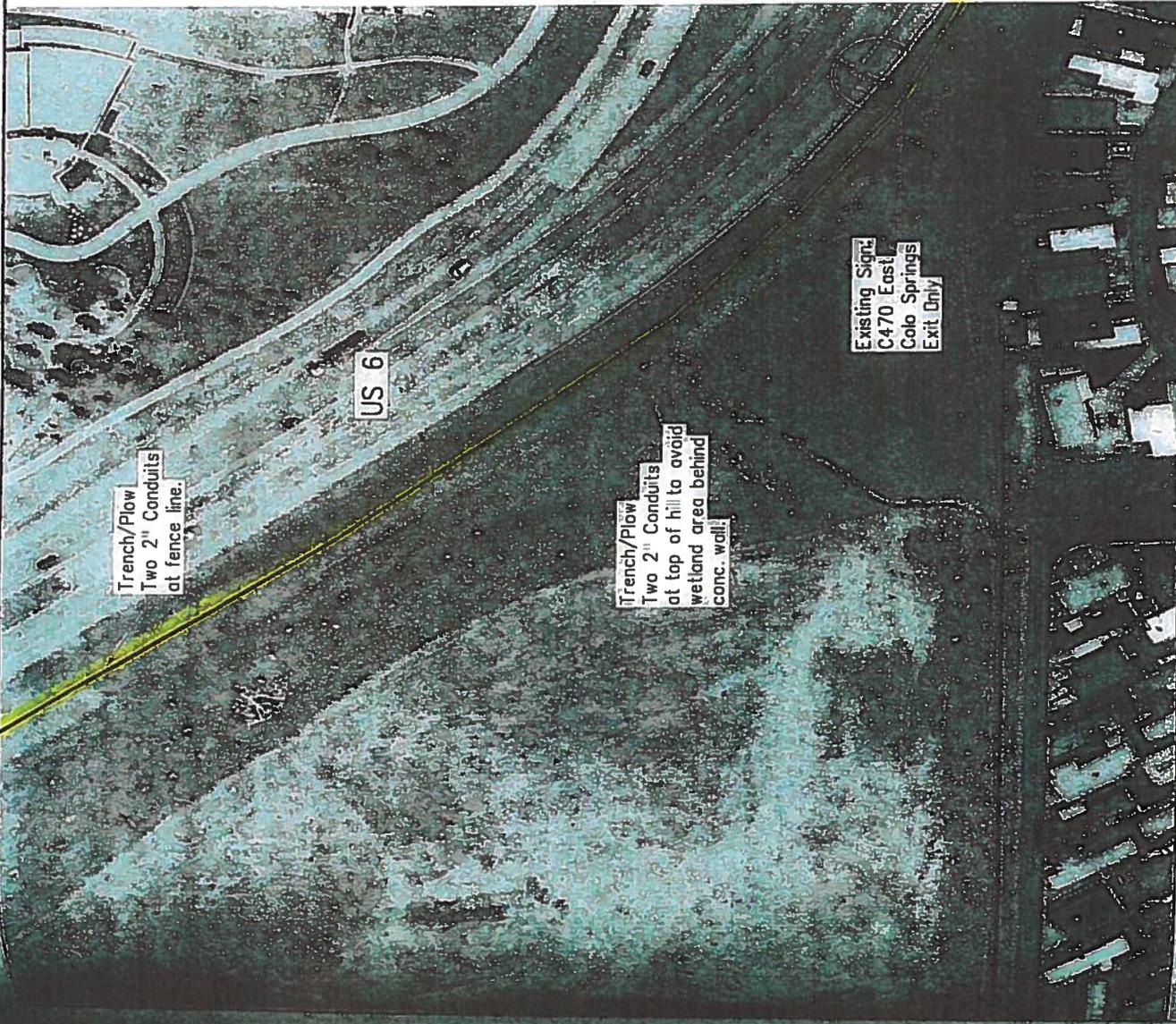
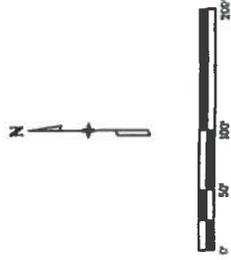


Know what's below.
 Call before you dig.

Legend

- Hydraulic Flow Direction
- Bore Line
- Trench or Plow Line
- Pull Box
- Existing Manhole

Contractor must prevent dirt, debris, or loads from falling into any wetland or waterway.



As Constructed		Project No./Code	
No Revisions:		EPSW00-541	
Revised:		Designer:	R. Sembrot
Void:		Detailer:	R. Sembrot
		Structure Numbers	16241
		Sheet Subrel:	Sheet Number 20
		Sheet Sheets:	of

Colorado Department of Transportation
 425C Corporate Circle
 Golden, CO 80401
 Phone: 303-512-5804 FAX: 303-512-5878
 CTMC
 AI

Sheet Revisions	
Date:	Comments

Date: 2/22/2006
 Figure: 2 Cnt13.dgn
 Vert. Scale: As Noted
 Unit: Feet
 Unit Leader: Initials



Know what's below.
Call before you dig.

NOTE: Contractor to Avoid Damage to existing landscape blankets in this area. Contractor may set bore rig in between blankets, if desired.

Bore in hillside, NOT at EOP. Maintain min. 48" depth.

Existing Traffic Control Cabinet

NOTE: Contractor Shall use erosion logs at All inlets.

Johnson Rd.

Begin/End Trench/Bore

Bore Two 2" Conduits

Install Pull Box #17 Coil 25' FDC

US 6

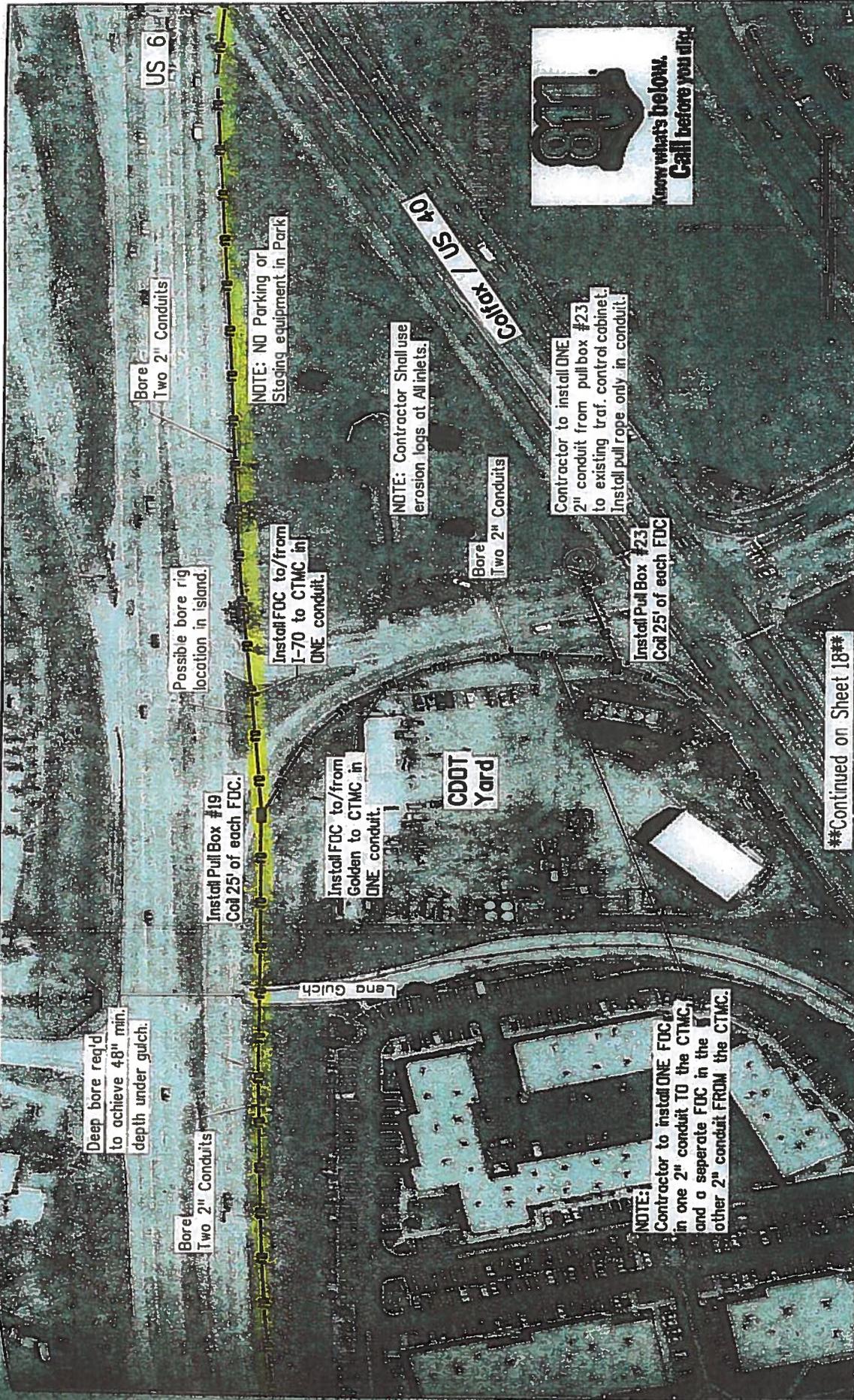
Bore Two 2" Conduits

US 6

Install Pull Box #18 Coil 50' FDC

Connect to existing Traffic pull box with ONE 2-inch conduit.

Date: 2/27/2008		Project No./Code: EPSW00-541	
File Name: z Cut14.dgn		Sheet No. 21 of 21	
Scale: 1:100		Project Name: PLAN SHEET	
Unit Information		Design: R. Sembrot	
Ver. Scale: As Noted		Detail: R. Sembrot	
Unit Leader Initials		Structure Numbers	
0000		Sheet Subject:	
Sheet Revisions		As Constructed	
Date:	Comments:	No Revisions:	Revised:
		Void:	
Colorado Department of Transportation		425C Corporate Circle Golden, CO 80401 Phone: 303-512-5804 FAX: 303-512-5878	
		CTMC	
AI			



Deep bore req'd to achieve 48" min. depth under gulch.

Bore Two 2" Conduits

Bore Two 2" Conduits

US 6

Possible bore rig location in island.

Install Pull Box #19
Coil 25' of each FDC.

NOTE: NO Parking or Staging equipment in Park

Install FDC to/from I-70 to CTMC in ONE conduit.

Install FDC to/from Golden to CTMC in ONE conduit.

NOTE: Contractor Shall use erosion logs at All inlets.

Bore Two 2" Conduits

Colfax / US 40



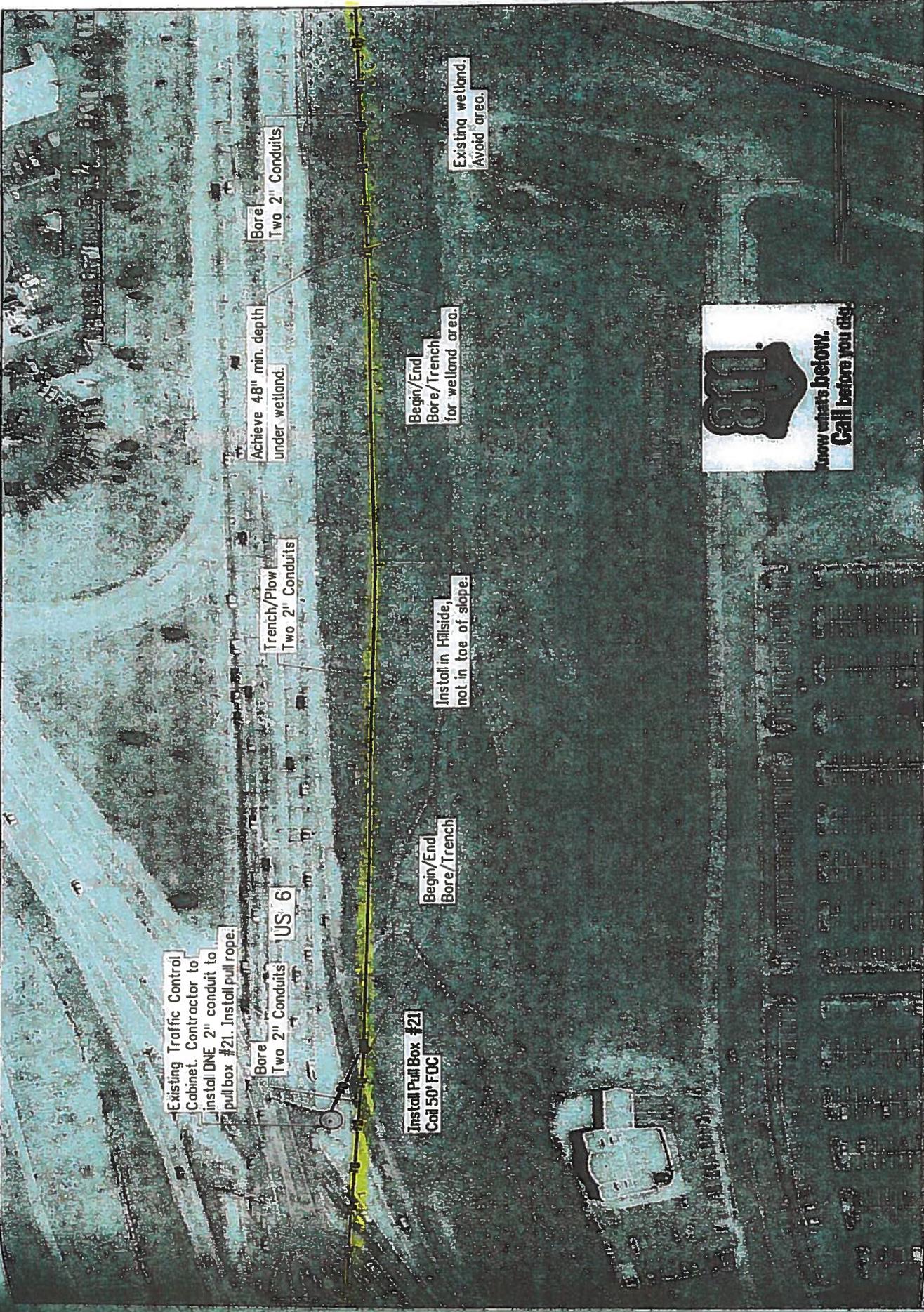
NOTE: Contractor to install ONE FDC in one 2" conduit TO the CTMC, and a separate FDC in the other 2" conduit FROM the CTMC.

Install Pull Box #23
Coil 25' of each FDC

Contractor to install ONE 2" conduit from pull box #23 to existing traf. control cabinet. Install pull rope only in conduit.

Continued on Sheet 18

Date: 3/14/2008 File Name: z Cut15.dgn User: i100 User Information	Ver. Scale: As Noted User Leader Initials	Sheet Revisions Date: _____ Comments _____ _____ _____	Colorado Department of Transportation 425C Corporate Circle Golden, CO 80401 Phone: 303-512-5804 FAX: 303-512-5878 CTMC	As Constructed No Revisions: Revised: Void:	PLAN SHEET Designer: R. Sambrot Drafter: R. Sambrot Structure Number: Sheet Subject:	Project No./Code EPSW00-541 18241 Sheet Number 22 of
---	--	---	---	--	--	---



Date: 3/31/2008 File Name: z Cut16.dgn Scale: 1:100 Unit Information	Vertical Scale: As Noted Unit Leader Initials (000)	Sheet Revisions <table border="1"> <thead> <tr> <th>Date:</th> <th>Comments</th> <th>Incl.</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table>	Date:	Comments	Incl.													Colorado Department of Transportation 425C Corporate Circle Golden, CO 80401 Phone: 303-512-5804 FAX: 303-512-5878 CTWC	As Constructed No Revisions: Revised: Void:	Designer: R. Sembrot Detailer: R. Sembrot Sheet Substr: of	PLAN SHEET	Project No./Code EPSW00-541 16241 Sheet Number 23
Date:	Comments	Incl.																				

***** NOTE *****
No Work Between
I-70 and Kipling

US 6
End new conduit
installation in
existing manhole
located in I-70
shoulder.

Begin/End
Trench/Bore

Trench/Plow
Two 2" Conduits
at fence line.

Install Pull Box #22
Coil 25' FDC

Note:
Install FDC through existing conduit
(not shown) between 3 existing manholes.
Coil 50' of slack in each manhole.

I-70 EB

I-70 WB

Avoid existing rip-rap.
Achieve 48" min. depth
under lowest point.

Bore
Two 2" Conduits
near fence line.

Achieve 48" min. depth
under wetland.



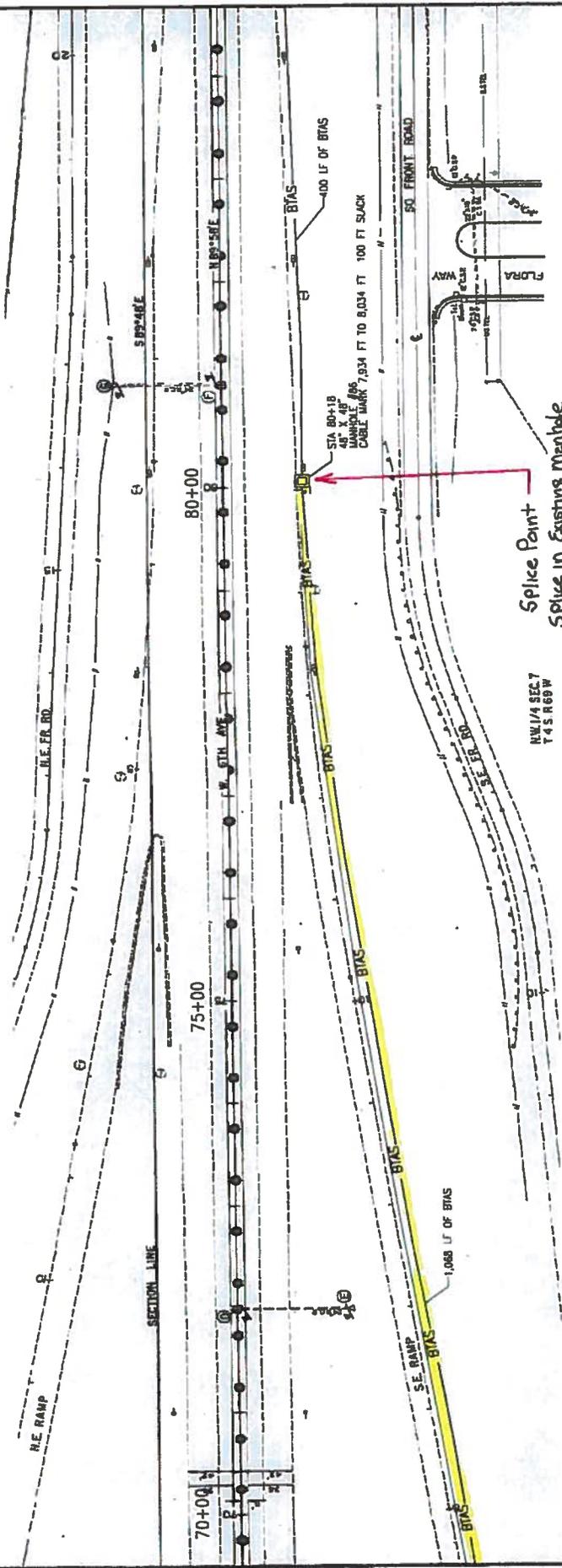
Project No./Code EPSW00-541 16241 Sheet Number 24		PLAN SHEET	
As Constructed No Revisions: Revisions: Void:		Designer: R. Sembrat Detacher: R. Sembrat Sheet Submitt: of	
Colorado Department of Transportation 425C Corporate Circle Golden, CO 80401 Phone: 303-512-5804 FAX: 303-512-5878		AI	
Sheet Revisions Date: Comments Init.		CTMC	
Date: Comments Init.		0000	
Date: 3/14/2008 File Name: z Cut17.dgn Plot: Scale: 1:100 Unit Leader initials		Vertical Scale: As Noted Unit Leader initials	



COMMIT LINE DESCRIPTION

MAXIMUM TRACKED AMOUNT TO SKEWER 0.140
 MAXIMUM TRACKED IN SKEWER 0.115
 MAXIMUM TRACKED IN SKEWER 0.090
 MAXIMUM TRACKED IN SKEWER 0.070
 MAXIMUM TRACKED IN SKEWER 0.050
 MAXIMUM TRACKED IN SKEWER 0.030
 MAXIMUM TRACKED IN SKEWER 0.010

LATERAL TRACKED AMOUNT TO SKEWER 0.140
 LATERAL TRACKED IN SKEWER 0.115
 LATERAL TRACKED IN SKEWER 0.090
 LATERAL TRACKED IN SKEWER 0.070
 LATERAL TRACKED IN SKEWER 0.050
 LATERAL TRACKED IN SKEWER 0.030
 LATERAL TRACKED IN SKEWER 0.010



Splice Point
 Splice in Existing Mantle
 Existing Splice Cassette For
 Eastbound Automatic Traffic Recorder

THIS SHEET COVERS MILE POST 276

Computer File Information Creation Date: 8/29/03 Initials: JAG Last Modification Date: Initials: Full Path: S:\Transport\246180-05\110610.dgn Drawing File Name: Acad Ver: ACAD2000 Scale: GRAPHIC Units: ENGLISH		Index of Revisions <table border="1"> <tr><td> </td><td> </td><td> </td><td> </td></tr> </table>																		CDOT ITS SS 4211 East Alameda Ave. Denver, CO 80222 Phone: (303) 511-8282 FAX: (303) 757-1028 CDOT ITS SS		PBSJ 5500 Commercial Front Blvd. Englewood, Colorado 80111 Phone: 303/721-7275 Fax: 303/721/7276		As Constructed No. Revisions: Revisions: Reprint: Verid:		FIBER BACKBONE PLAN US 6		Project No./Code SW 00-264 Structure Numbers 14606 Sheet Number: ITS of 10 Sheet 4 of 10 7	

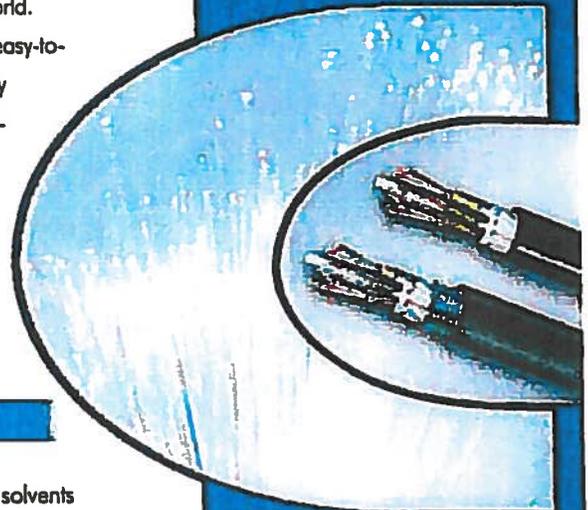
EXHIBIT B



Dry Loose Tube Fiber Optic Cable

Another CommScope Cable Improvement

Craft friendly product solutions are a foremost requirement in today's fast paced world. CommScope engineers are committed to offering evolutionary improvements and easy-to-handle constructions in our fiber product offering. The latest example is our new Dry Loose Tube cable design. This family of gel-free stranded loose tube cables uses all-dry water blocking technology and reduced diameter buffer tubes. The design is completely gel-free, yet it provides full water blocking protection for outside plant applications. The Dry Loose Tube cables are an alternative to standard gel-filled loose tube cables, and meet the requirements of ANSI/ICEA S-87-640; Telcordia GR-20-CORE, issue 2; and EN 187105.



Feature

Dry Water Blocking Technology

Benefit

Decreases cable prep time
Eliminates need for potentially hazardous solvents
Less consumable materials required
Cleaner, improved work environment
Improved lifespan of equipment
Simplifies work site clean-up

Lightweight Cable Design

Improves ease of handling

Smaller Buffer Tubes

Easier routing inside the enclosure

Small Overall Cable Diameters

Maximizes conduit space
Improved reel capacity

Dry vs. Arid-Core® Parameter Comparison

All Dielectric Designs			Armored Designs		
Fiber Count	Diameter Reduction	Weight Reduction	Fiber Count	Diameter Reduction	Weight Reduction
002-060	12.20%	27.08%	002-060	8.51%	17.24%
062-072	13.95%	42.31%	062-072	12.24%	28.26%
074-096	16.33%	45.59%	074-096	14.55%	32.46%
098-120	20.00%	45.98%	098-120	16.39%	33.09%
122-144	17.46%	42.86%	122-144	15.94%	33.73%
146-216	17.46%	52.63%	146-216	15.94%	38.82%
218-288	17.81%	54.33%	218-288	15.19%	40.93%



Telephone 1.800.982.1708 or 828.324.2200 • www.commscope.com

For product specifications and more information please visit our website www.commscope.com

Dry Loose Tube Fiber Optic Cable Specifications



Single Jacket, Single Armor (LA) Version and Single Jacket, All-Dielectric (LN) Version

Product Type/ Fiber Count	Catalog Number	Subunits	Outer Diameter inch/mm	Minimum Bend Radius		Maximum Tensile Load		Weight	
				Loaded inch/cm	Unloaded inch/cm	Short Term lbs./newtons	Long Term lbs./newtons	lbft/ kft	kg/ km
2 - 60 Fibers	D-XXX-LA-XY-F12NS	5	0.47/11.95	9.4/23.9	4.7/11.95	607/2700	180/800	87	130
	D-XXX-LN-XY-F12NS		0.41/10.5	8.2/21.0	4.1/10.5			48	71
62 - 72 Fibers	D-XXX-LA-XY-F12NS	6	0.49/12.43	9.8/24.9	4.9/12.43	607/2700	180/800	92	137
	D-XXX-LN-XY-F12NS		0.43/10.9	8.6/21.8	4.3/10.9			52	78
74 - 96 Fibers	D-XXX-LA-XY-F12NS	8	0.55/13.99	11.0/28.0	5.5/13.99	607/2700	180/800	114	170
	D-XXX-LN-XY-F12NS		0.49/12.5	9.8/25.0	4.9/12.5			68	102
98 - 120 Fibers	D-XXX-LA-XY-F12NS	10	0.61/15.57	12.2/31.1	6.1/15.57	607/2700	180/800	139	207
	D-XXX-LN-XY-F12NS		0.55/14.1	11.1/28.2	5.5/14.1			87	130
122 - 144 Fibers	D-XXX-LA-XY-F12NS	12	0.69/17.64	13.8/35.3	6.9/17.64	607/2700	180/800	169	252
	D-XXX-LN-XY-F12NS		0.63/16.1	12.6/32.2	6.3/16.1			112	167
146 - 216 Fibers	D-XXX-LA-XY-F12NS	18	0.69/17.64	13.8/35.3	6.9/17.64	607/2700	180/800	152	227
	D-XXX-LN-XY-F12NS		0.63/16.1	12.6/32.2	6.3/16.1			95	141
218 - 288 Fibers	D-XXX-LA-XY-F12NS	24	0.79/20.02	15.7/40.0	7.9/20.02	607/2700	180/800	193	288
	D-XXX-LN-XY-F12NS		0.73/18.5	14.5/37.0	7.3/18.5			127	190

Variables in the Catalog Number

XXX = Total Fiber Count

XY = Fiber Type and Grade

8W LightScope ZWP™ Dispersion-Unshifted,
8M Matched-Clad Singlemode Fiber

6F 62.5µm, FDDI Grade Multimode Fiber
8M LaserCore® 150, 50µm, Multimode Fiber
Matched-Clad Singlemode Fiber

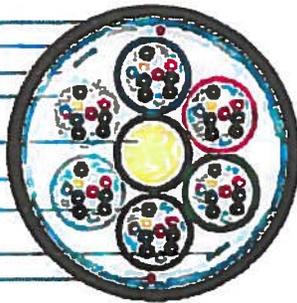
Fiber Identification Colors: 1/Blue, 2/Orange, 3/Green, 4/Brown, 5/Slate, 6/White, 7/Red, 8/Black, 9/Yellow, 10/Violet, 11/Rose, 12/Aqua

Other fiber types and dry cable constructions are available upon your request. Please contact Customer Service for additional information.

Dry Stranded Loose Tube Cable

(72 Fiber Armored Version Shown)

- PE Outer Jacket
- Steel Tape Armoring
- Water Swellable Tape
- 2.5mm Gel-Free Buffer Tubes
- Dielectric Strength Member
- Strength Elements
- 250 Micron Fibers
- Binder
- Ripcord (2)



Mechanical Properties

Description	Specification	Test Method
Operating Temperature	-40° to 158°F (-40° to 70°C)	FOTP-3
Installation Temperature	-22° to 140°F (-30° to 60°C)	N/A
Storage Temperature	-40° to 167°F (-40° to 75°C)	N/A
Crush Resistance	250 lb/in (44 N/mm)	FOTP-41
Impact Resistance	Exceeds	FOTP-25
Flexing	25 Cycles	FOTP-104
Twist Bend	Exceeds	FOTP-85

CommScope Outside Plant Fiber Optic cables are qualified to the requirements of Telcordia GR-20-CORE, Issue 2.

ANSI/ICEA S-87-640-1999 Standard for Optical Fiber Outside Plant Communications Cable



P.O. Box 1729
1100 CommScope Place, SE
Hickory, North Carolina 28603
Tel 800.982.1708 • 1.828.324.2200
www.commscope.com

Commscope Stranded Loose Tube - Traditional Cables with Innovative Design

In situations requiring high fiber counts, stranded loose tube cables offer the capacity and design flexibility required for high-traffic trunk applications as well as excellent fiber management.

Stranded Loose Tube Cables offer excellent flexibility and the durability for long distance pulls. Certain stranded loose tube cables can be ordered in lengths as long as 7.5 miles (12.2 km). Where more arduous conditions prevail (temperature extremes, higher incident of rodent damage), Commscope offers stranded loose tube cables with especially rugged combinations of jackets and armor. Buffer tubes are gel-filled for moisture protection.

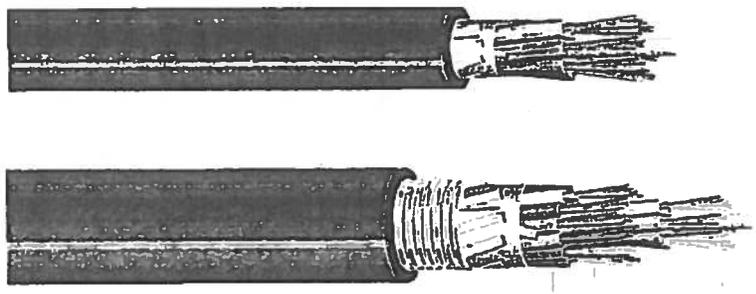
Outside plant versions meet or exceed all Telcordia GR-20-CORE, as well as ANSI/ICEA 640 requirements. Indoor/outdoor versions meet or exceed all Telcordia GR-409-CORE, GR-20-CORE and ANSI/ICEA 696 requirements.

Available versions include:

- Outside plant armored and dielectric up to 432 fibers**
- Outside plant self-supporting armored and non-armored Figure-8 up to 216 fibers**
- Outside plant rugged condition (double jacket/single armor) up to 288 fibers**
- Outside plant rugged condition (triple jacket/double armor) up to 288 fibers**
- Indoor/outdoor riser-rated dielectric up to 288 fibers**
- Indoor/outdoor plenum-rated dielectric up to 72 fibers**

Loose tube cables are best used for high-traffic trunk and distribution.

All loose tube cables can be pre-installed in conduit.



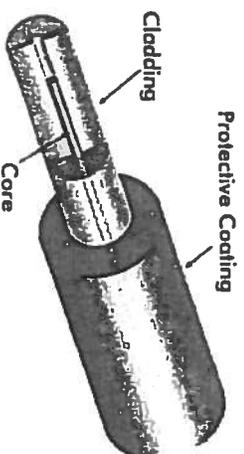
3.1 | Fiber Features

LightScope ZWP™

The Cable Industry's Fiber Supplier™

LightScope ZWP singlemode fiber optic cable continues a CommScope tradition of being the leading manufacturer of innovative and performance-enhancing products for the communications industry.

CommScope's LightScope ZWP fiber optic cable offers Full Spectrum Advantage™ transmission capability while being fully backwards compatible with existing singlemode legacy fiber optic cable plants. LightScope ZWP makes available 30% more usable transmission spectrum, which can be used for return path, enhanced video services such as video on demand (VOD) or Dedicated Wavelength Services™ for business or other applications.



LightScope ZWP™
Singlemode Fiber

Features & Benefits

- LightScope ZWP™, zero water peak full spectrum singlemode fiber optic cable, opens up transmission over the previously unusable wavelength range from 1360nm to 1460nm known as the "Extended Band" or E-band.
- Enables 16 channel coarse wavelength division multiplexing (CWDM) as a lower cost alternative to dense wavelength division multiplexing (DWDM) in unamplified portions of hybrid fiber coax (HFC) networks.
- Enables transmission from 1260nm to 1625nm adding 30% more usable spectrum.
- For the communication industry, making use of the full transmission spectrum translates to added capacity enabling service-rich systems and revenue enhancing growth.
- Fully compatible with legacy standard singlemode fiber optic networks.
- Provides future bandwidth upgradeability.

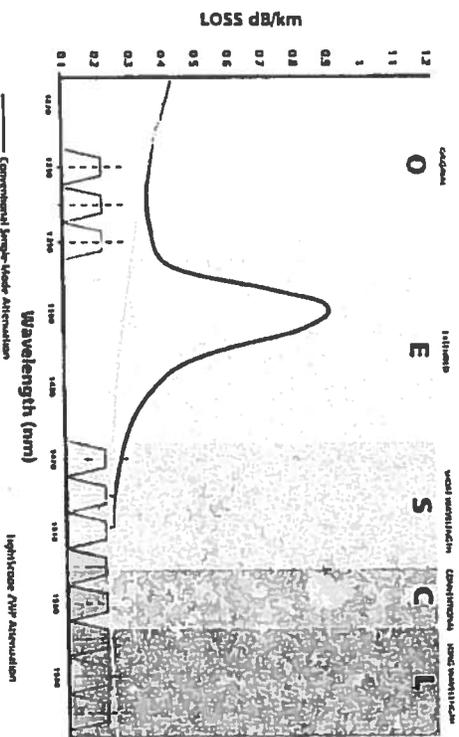


Reduced Attenuation

LightScope ZWP cable is designed for use in the wavelengths between 1260 nm and 1625 nm, including the formerly off-limit wavelengths in the E-band. LightScope ZWP provides superior attenuation performance throughout this range of wavelengths, including a lower attenuation performance at 1383 nm than at 1310 nm.

LightScope ZWP - Reduced Water Peak

Standard singlemode fiber has a pronounced attenuation increase of 1383 nm. This region, called the water peak, is an area within the fiber's transmission spectrum where light is increasingly absorbed by the hydroxyl (OH) ions present within the structure of the glass core. Hydroxyl ions are the cause of increased attenuation within the E-band. These ions are removed during the manufacturing of LightScope ZWP, thereby reducing attenuation spikes in the E-band and rendering this portion of the transmission spectrum usable. The E-band accounts for 30% of the transmission spectrum available in silica glass fibers.



LightScope ZWP provides superior low water peak performance in the E-band over the lifetime of the product. This performance is ensured by a unique ultra-purifying manufacturing process which virtually eliminates hydroxyl ions in the glass fiber. The resulting decrease in attenuation over the water peak region, and relatively lower 1400 nm band dispersion (compared with conventional fiber in the 1550 band), results in a product offering increased transmission spectrum and the economic benefits of less expensive transmission options.

3.3

Fiber Features CommsScope Fiber Specifications - LightScope ZWPM

LightScope ZWPM Type 8W Singlemode Fiber Specifications Dispersion-Unshifted, Matched-Clad Singlemode Fiber

Physical Characteristics

Cladding Diameter	125 ± 0.7 μm
Core/Clad Offset	≤ 0.5 μm
Coating Diameter (uncolored)	245 ± 10 μm
Coating Diameter (colored)	254 ± 7 μm
Coating/Cladding Concentricity Error, maximum	12 μm
Clad Non-Circularity	≤ 1%

Mechanical Characteristics

Proof Test	100 kpsi (.69 Gpa)
Coating Strip Force	0.3 - 2.0 lbf (1.3 - 8.9 N)
Fiber Curl	≥ 4 m
Dynamic Fatigue Parameter (nd)	≥ 18 nd
Macroband 100 turns @ 50mm mandrel	
1550 nm	0.10 dB maximum
Macroband 1 turn @ 32mm mandrel	
1550 nm	0.10 dB maximum

Environmental Characteristics

Temperature Dependence	-60°C to +85°C	≤ 0.05 dB
Temperature Humidity Cycling	-10°C to 85°C up to 95% RH	≤ 0.05 dB
Water Immersion	23 + 2°C	≤ 0.05 dB
Heat Aging	85 + 2°C	≤ 0.05 dB

*Index attenuation at 1385 nm shall be no greater than the specified value.
The attenuation shall not exceed 0.35 dB/km at this wavelength during the life of the cable.



LightScope ZWPM Type 8W Singlemode Fiber Specifications Dispersion-Unshifted, Matched-Clad Singlemode Fiber

Optical Characteristics, Wavelength Specific

Attenuation, Loose Tube Cable	
1310 nm	0.35 dB/km
1385 nm	0.32 dB/km
1550 nm	0.24 dB/km
Attenuation, Tight Buffer Cable	
1310 nm	0.70 dB/km
1385 nm	0.70 dB/km
1550 nm	0.70 dB/km
Mode Field Diameter	
1310 nm	9.2 ± 0.3 μm
1385 nm	9.6 ± 0.6 μm
1550 nm	10.4 ± 0.6 μm
Group Refractive Index	
1310 nm	1.466
1385 nm	1.466
1550 nm	1.467
Dispersion	
1310 nm	3.5 ps/(nm-km) from 1285 to 1330 nm
1550 nm	18 ps/(nm-km)

Optical Characteristics, General

Attenuation @ 1385 nm	0.32 dB/km
Point Defects	0.10 dB
Cutoff Wavelength	≤ 1260
Zero Dispersion Wavelength	1300 - 1322 nm
Zero Dispersion Slope	0.092 ps/(km-nm-nm)
Polarization Mode Dispersion Link Design Value	≤ 0.1 ps/sqrt(km)

Specifications are subject to change without notice.



3.5

Fiber Features
Splice Compatibility With Other Fibers/Mode Field Diameter- LightScope ZWP

A Median Mode Field Diameter Produces a Superior Splice

Mode Field Diameter - Optical fiber is composed of two regions - a narrow core surrounded by a much thicker cladding. In a typical fiber size specification, the diameter of the core is $8.3 \mu\text{m}$ - the cladding is $125 \mu\text{m}$ (a micron or $1/1,000,000$ th of a meter).

In singlemode fiber, about 80% of the light is carried in the core - the remaining 20% is carried in the cladding. The core and section of the cladding that carries the light is referred to as the mode field.

Mode Field Diameter (MFD) is a critical performance specification for splicing and connectorization purposes. Matching mode field diameters minimizes the splicing or connector losses associated with joining two different sections of fiber. It also minimizes the number of attempts needed to get a connection to meet the low loss requirements of today's high capacity systems.

In an ideal world, all fibers would have the exact same MFD. The reality is that there will be some variance in MFD from fiber to fiber. However, minimizing this variance will save an operator both time and money. The industry standard for MFD is $9.2 \mu\text{m} \pm 0.5 \mu\text{m}$, with some manufacturers reducing this to $\pm 0.4 \mu\text{m}$. To provide even better performance, LightScope ZWP is engineered to produce an MFD of $9.2 \mu\text{m} \pm 0.3 \mu\text{m}$.

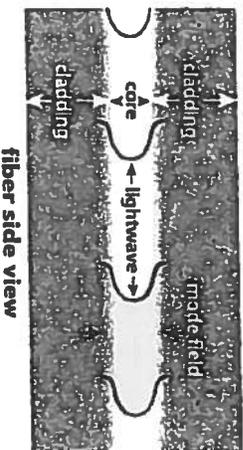


EXHIBIT C

NewPath Networks, LLC Lease Agreement Payment Table

Lease Agreement Year	Lease Agreement Payment	Lease Agreement Percent Increase	Lease Agreement Increase Amount	Total Lease Agreement Payment
1	\$25,000	0.00%	\$0	\$25,000
2	\$25,000	3.50%	\$875	\$25,875
3	\$25,875	3.50%	\$906	\$26,781
4	\$26,781	3.50%	\$937	\$27,718
5	\$27,718	3.50%	\$970	\$28,688
6	\$28,688	3.50%	\$1,004	\$29,692
7	\$29,692	3.50%	\$1,039	\$30,731
8	\$30,731	3.50%	\$1,076	\$31,807
9	\$31,807	3.50%	\$1,113	\$32,920
10	\$32,920	3.50%	\$1,152	\$34,072
11	\$34,072	3.50%	\$1,193	\$35,265
12	\$35,265	3.50%	\$1,234	\$36,499
13	\$36,499	3.50%	\$1,277	\$37,776
14	\$37,776	3.50%	\$1,322	\$39,098
15	\$39,098	3.50%	\$1,368	\$40,466
16	\$40,466	3.50%	\$1,416	\$41,882
17	\$41,882	3.50%	\$1,466	\$43,348
18	\$43,348	3.50%	\$1,517	\$44,865
19	\$44,865	3.50%	\$1,570	\$46,435
20	\$46,435	3.50%	\$1,625	\$48,060
Total				\$706,980

The annual lease rate shall automatically be increased by 3.5% each year after the first year. Lessee shall pay the Total Lease Agreement Payment amount for each subsequent year of the Lease Agreement term as shown on this **Exhibit C**. Lessee shall make the first year's annual lease payment within thirty (30) days of the Effective Date. Subsequent annual lease payments shall be made within thirty (30) days of the anniversary of the Effective Date.

In the event Lessor has not received the annual lease payment within thirty (30) days after said payment becomes due and owing, a late charge of five percent (5%) of that annual lease payment amount shall be assessed to Lessee. Both Lessor and Lessee agree that acceptance by Lessor of the late payment does not waive Lessor's right to declare Lessee in default of this Lease Agreement.