

**FOURTH AMENDMENT TO
OPTION AND SITE LEASE AGREEMENT**

THIS FOURTH AMENDMENT TO OPTION AND SITE LEASE AGREEMENT ("Fourth Amendment") is entered into this 22 day of June, 2016, by and between the WESTERN MUSEUM OF MINING & INDUSTRY, a Colorado nonprofit corporation, with a mailing address of 225 North Gate Boulevard, Colorado Springs, Colorado 80921 (hereinafter referred to as "Lessor") and STC FIVE LLC, a Delaware limited liability company, by and through GLOBAL SIGNAL ACQUISITIONS II LLC, a Delaware limited liability company, its attorney in fact, with a mailing address of 2000 Corporate Drive, Canonsburg, Pennsylvania 15317 (collectively referred to as "Lessee").

RECITALS

WHEREAS, Lessor and US West Communications Wireless Group, a division of US West Communications, Inc., a Colorado corporation ("Original Lessee") entered into an Option and Site Lease Agreement and Addendum dated May 27, 1997 (the "Original Agreement") whereby Original Lessee leased certain real property, together with access and utility easements, located in El Paso County, Colorado from Lessor (the "Site"), all located within certain real property owned by Lessor (the "Property"); and

WHEREAS, the Original Agreement was amended by that certain First Amendment to Option and Site Lease Agreement dated May 27, 1997, by that certain Agreement Regarding Ground Lease, and by that certain Third Amendment to Option and Site Lease Agreement dated October 29, 2014 (hereinafter the Original Agreement and all subsequent amendments are collectively referred to as the "Agreement"); and

WHEREAS, STC Five LLC is currently the lessee under the Agreement as ultimate successor in interest to the Original Lessee; and

WHEREAS, the Site may be used for the purpose of constructing, maintaining and operating a communications facility, including tower structures, equipment shelters, cabinets, meter boards, utilities, antennas, equipment, any related improvements and structures and uses incidental thereto; and

WHEREAS, the Agreement had an initial term that commenced on August 22, 1997 and expired on August 21, 2002. The Agreement provides for four (4) extensions of five (5) years each, three (3) of which were exercised by Lessee. According to the Agreement, the final extension expires on August 21, 2022; and

WHEREAS, Lessor and Lessee desire to amend the Agreement on the terms and conditions contained herein.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are acknowledged, Lessor and Lessee agree as follows:

1. Recitals; Defined Terms. The parties acknowledge the accuracy of the foregoing recitals. Any capitalized terms not defined herein shall have the meanings ascribed to them in the Agreement.

2. Term. Section 4 of the Agreement is hereby deleted in its entirety and the following is inserted in its place:

This Agreement shall be for an initial term of five (5) years commencing on August 22, 1997 and expiring on August 21, 2002 (“Initial Term”). At the conclusion of the Initial Term, Lessee shall be entitled to ten (10) extensions of five (5) years each, with the final lease extension expiring on August 21, 2052 (each extension is referred to as a “Renewal Term”). The Initial Term and any Renewal Term shall be collectively referred to as the “Lease Term”. The Lease Term shall automatically be extended for each successive Renewal Term unless Lessee notifies Lessor of its intention not to renew at least ninety (90) days prior to the expiration of the then current five (5) year term.

Lessor and Lessee hereby acknowledge that Lessee has exercised the first three (3) Renewal Terms, leaving a balance of seven (7) Renewal Terms.

3. Conditional Signing Bonus. Lessee will pay to Lessor a one-time amount of [REDACTED] [REDACTED] for the full execution of this Fourth Amendment (“Conditional Signing Bonus”). Lessee will pay to Lessor the Conditional Signing Bonus within sixty (60) days of Lessor’s execution of this Fourth Amendment. In the event that this Fourth Amendment (and any applicable memorandum of lease and/or amendment) is not fully executed

by both Lessor and Lessee for any reason, Lessee shall have no obligation to pay the Conditional Signing Bonus to Lessor.

4. Right of First Refusal. If Lessor receives an offer from any person or entity that owns towers or other wireless telecommunications facilities (or is in the business of acquiring Lessor's interest in the Agreement) to purchase fee title, an easement, a lease, a license, or any other interest in the lease area, or Lessor's interest in the Agreement, or an option for any of the foregoing, Lessor shall provide written notice to Lessee of said offer, and Lessee shall have a right of first refusal to acquire such interest on the same terms and conditions in the offer, excluding any terms or conditions which are (i) not imposed in good faith or (ii) directly or indirectly designed to defeat or undermine Lessee's possessory or economic interest in the Property. Lessor's notice shall include the prospective buyer's name, the purchase price and/or other consideration being offered, the other terms and conditions of the offer, the due diligence period, and the proposed closing date. If the Lessor's notice shall provide for a due diligence period of less than sixty (60) days, then the due diligence period shall be extended to be sixty (60) days from exercise of the right of first refusal and closing shall occur no earlier than fifteen (15) days thereafter. If Lessee does not exercise its right of first refusal by written notice to Lessor given within thirty (30) days, Lessor may convey the property as described in the Lessor's notice. If Lessee declines to exercise its right of first refusal, then the Agreement shall continue in full force and effect and Lessee's right of first refusal shall survive any such conveyance. Lessee shall have the right, at its sole discretion, to assign the right of first refusal to any person or entity, either separate from an assignment of the Agreement or as part of an assignment of the Agreement. Such assignment may occur either prior to or after Lessee's receipt of Lessor's notice and the assignment shall be effective upon written notice to Lessor.

5. Business Summary Report. Once per calendar year, Lessor may submit a written request to Lessee for a business summary report pertaining to Lessee's rent obligations for the prior twelve (12) month period, and Lessee shall provide such written accounting to Lessor within sixty (60) days after Lessee's receipt of such written request.

6. Governmental Approvals. If requested by Lessee, Lessor will execute, at Lessee's sole cost and expense, all documents required by any governmental authority in connection with any development of, or construction on, the Site, including documents necessary to petition the appropriate public bodies for certificates, permits, licenses and other approvals deemed necessary by Lessee in Lessee's absolute discretion to utilize the Site for the purpose of constructing, maintaining and operating communications facilities, including without limitation, tower structures, antenna support structures, cabinets, meter boards, buildings, antennas, cables, equipment and uses incidental thereto. Lessor agrees to be named applicant if requested by Lessee. Lessor shall be entitled to no further consideration with respect to any of the foregoing matters.

7. Condemnation. If Lessor receives written or other notice of a proposed taking by eminent domain of any part of the parcel of land upon which the Site is situated, Lessor will notify Lessee of the proposed taking within five (5) days of receiving said notice and Lessee will have the option to: (i) declare the Agreement null and void and thereafter neither party will have any liability or obligation hereunder; or (ii) remain in possession of that portion of the Site that will not be taken, in which event there shall be an equitable adjustment in rent on account of the portion of the Site so taken. With either option, Lessee shall have the right to contest the taking and directly pursue an award.

8. Ratification.

a) Lessor and Lessee agree that Lessee is the current lessee under the Agreement, the Agreement is in full force and effect, as amended herein, and the Agreement contains the entire agreement between Lessor and Lessee with respect to the Site.

b) Lessor agrees that any and all actions or inactions that have occurred or should have occurred prior to the date of this Fourth Amendment are approved and ratified and that no breaches or defaults exist as of the date of this Fourth Amendment.

c) Lessor represents and warrants that Lessor is duly authorized and has the full power, right and authority to enter into this Fourth Amendment and to perform all of its obligations under the Agreement as amended.

9. Notices. Lessee's notice address as stated in Section 14 of the Agreement is amended as follows:

LESSEE'S PRIMARY CONTACT

STC Five LLC
c/o Crown Castle USA Inc.
Attn: Legal Department
2000 Corporate Drive
Canonsburg, PA 15317

10. Remainder of Agreement Unaffected. The parties hereto acknowledge that except as expressly modified hereby, the Agreement remains unmodified and in full force and effect. In the event of any conflict or inconsistency between the terms of this Fourth Amendment and the Agreement, the terms of this Fourth Amendment shall control. This Fourth Amendment may be executed simultaneously or in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement.

11. Rent. Commencing on August 22, 2022, and every five (5) years thereafter (each an "Adjustment Date"), the monthly rent shall increase by an amount equal to [REDACTED] of the monthly rent in effect for the month immediately preceding the Adjustment Date.

[Execution Pages Follow]

This Fourth Amendment is executed by Lessor as of the date first written above.

LESSOR:
WESTERN MUSEUM OF MINING &
INDUSTRY,
a Colorado nonprofit corporation

By: Richard A. Sowers
Print Name: Richard A. Sowers
Title: Executive Director

[Lessee Execution Page Follows]

This Fourth Amendment is executed by Lessee as of the date first written above.

LESSEE:
STC FIVE LLC,
a Delaware limited liability company

By: Global Signal Acquisitions II LLC,
a Delaware limited liability company
Its: Attorney In Fact

By: 
Print Name: Matthew Norwood
Title: Real Estate Transaction Manager

**THIRD AMENDMENT TO
OPTION AND SITE LEASE AGREEMENT**

THIS THIRD AMENDMENT TO OPTION AND SITE LEASE AGREEMENT (the "Third Amendment") is made effective this 29th day of October, 2014, by and between WESTERN MUSEUM OF MINING & INDUSTRY, a Colorado nonprofit corporation (hereinafter referred to as "Lessor") and STC FIVE LLC, a Delaware limited liability company, by and through its Attorney In Fact, Global Signal Acquisitions II LLC, a Delaware limited liability company (hereinafter referred to as "Lessee").

RECITALS

WHEREAS, Lessor and US West Communications Wireless Group ("Original Lessee") entered into an Option and Site Lease Agreement and Addendum dated May 27, 1997 (the "Original Agreement") whereby Original Lessee leased certain real property, together with access and utility easements, located in El Paso County, Colorado from Lessor (the "Site"), all located within certain real property owned by Lessor ("Lessor's Property"); and

WHEREAS, the Original Agreement was amended by that certain First Amendment to Option and Site Lease Agreement dated May 27, 1997 ("First Amendment"), by that certain Agreement Regarding Ground Lease dated May 16, 2005 ("Second Amendment") (hereinafter the Original Agreement and all subsequent amendments are collectively referred to as the "Agreement"); and

WHEREAS, STC Five LLC is currently the Lessee under the Agreement as successor in interest to the Original Lessee; and

WHEREAS, the Site may be used for the purpose of constructing, maintaining and operating a communications facility, including tower structures, equipment shelters, cabinets, meter boards, utilities, antennas, equipment, any related improvements and structures and uses incidental thereto; and

WHEREAS, the Agreement had an initial term that commenced on August 22, 1997 and expired on August 21, 2002. The Agreement provides for four extensions of five years each,

LMK Date 12.2.14
877092 149987

three of which were exercised by Lessee. According to the Agreement, the final extension expires on August 21, 2022; and

WHEREAS, Lessor and Lessee desire to amend the Agreement on the terms and conditions contained herein.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are acknowledged, Lessor and Lessee agree as follows:

1. Recitals; Defined Terms. The parties acknowledge the accuracy of the foregoing recitals. Any capitalized terms not defined herein shall have the meanings ascribed to them in the Agreement.

2. Additional Lease Area. The existing Site is hereby expanded in size to include additional space, which consists of a 15' x 10' or one hundred fifty (150) square foot parcel of real property adjacent to the existing Site at a location more particularly shown on the Site Plan attached hereto as Exhibit B (the "Additional Lease Area"). The Site, as expanded hereby, is described on Exhibit A attached hereto. Notwithstanding anything to the contrary in this Third Amendment, Lessee is not relinquishing any rights to any lease area, access easements, and/or utility easements that it possesses prior to the date of this Third Amendment. In the event the location of any of Lessee's or its sublessees' existing improvements, utilities, and/or access routes are not depicted or described on the Site Plan and/or legal descriptions, Lessee's leasehold rights and access and utility easement rights over such areas shall remain in full force and effect and the Site shall be deemed to include such areas.

3. Additional Rent. Rent for the Additional Lease Area will be [REDACTED] per month, beginning upon the commencement of installation of improvements within the Additional Lease Area ("Additional Rent"). The Additional Rent is subject to increase and is payable in accordance with Section 5 of the Original Agreement. In the event Lessee ceases to use the Additional Lease Area, Lessee's obligation to pay the Additional Rent shall likewise terminate upon the removal of any improvements located on the Additional Lease Area.

4. Representations, Warranties and Covenants of Lessor. Lessor represents, warrants and covenants to Lessee as follows:

a) Lessor is duly authorized to and has the full power and authority to enter into this Third Amendment and to perform all of Lessor's obligations under the Agreement as amended hereby.

b) Except as expressly identified in this Third Amendment, Lessor owns the Site free and clear of any mortgage, deed of trust, or other lien secured by any legal or beneficial interest in the Site, or any right of any individual, entity or governmental authority arising under an option, right of first refusal, lease, license, easement or other instrument other than any rights of Lessee arising under the Agreement as amended hereby and the rights of utility providers under recorded easements.

c) Upon Lessee's request, Lessor shall discharge and cause to be released (or, if approved by Lessee, subordinated to Lessee's rights under the Agreement as amended hereby) any mortgage, deed of trust, lien or other encumbrance that may now or hereafter exist against the Site.

d) Upon Lessee's request, Lessor shall cure any defect in Lessor's title to the Site which in the reasonable opinion of Lessee has or may have an adverse effect on Lessee's use or possession of the Site.

e) Lessee is not currently in default under the Agreement, and to Lessor's knowledge, no event or condition has occurred or presently exists which, with notice or the passage of time or both, would constitute a default by Lessee under the Agreement.

f) Lessor agrees to execute and deliver such further documents and provide such further assurances as may be requested by Lessee to effect any release or cure referred to in this paragraph, carry out and evidence the full intent and purpose of the parties under the Agreement as amended hereby, and ensure Lessee's continuous and uninterrupted use, possession and quiet enjoyment of the Site under the Agreement as amended hereby.

5. Notices. Lessee's notice address as stated in Section 14 of the Original Agreement is amended as follows:

LESSEE'S PRIMARY CONTACT

STC Five LLC
c/o Crown Castle USA Inc.
E. Blake Hawk, General Counsel
Attn: Legal Department – Real Estate
2000 Corporate Drive
Canonsburg, PA 15317

6. IRS Form W-9. Lessor agrees to provide Lessee with a completed IRS Form W-9, or its equivalent, upon execution of this Third Amendment and at such other times as may be reasonably requested by Lessee. In the event the Lessor's Property is transferred, the succeeding Lessor shall have a duty at the time of such transfer to provide Lessee with a completed IRS Form W-9, or its equivalent, and other related paper work to effect a transfer in the rent to the new Lessor. Lessor's failure to provide the IRS Form W-9 within thirty (30) days after Lessee's request shall be considered a default and Lessee may take any reasonable action necessary to comply with IRS regulations including, but not limited to, withholding applicable taxes from rent payments.

7. Counterparts. This Third Amendment may be executed in separate and multiple counterparts, each of which shall be deemed an original but all of which taken together shall be deemed to constitute one and the same instrument.

8. Remainder of Agreement Unaffected. In all other respects, the remainder of the Agreement shall remain in full force and effect. Any portion of the Agreement that is inconsistent with this Third Amendment is hereby amended to be consistent.

[Signature pages follow]

Lessor and Lessee have caused this Third Amendment to be duly executed on the day and year first written above.

LESSOR:
WESTERN MUSEUM OF MINING &
INDUSTRY, a Colorado nonprofit corporation

By: Richard A. Sowers
Print Name: Richard A. Sowers
Title: Executive Director

[Lessee Execution Page Follows]

This Third Amendment is executed by Lessee as of the date first written above.

LESSEE:

STC FIVE LLC, a Delaware limited liability company

By: Global Signal Acquisitions II LLC, a Delaware limited liability company

Its: Attorney In Fact

By: 

Print Name: FRANTZ ETIENNE

Title: RE MANAGER

EXHIBIT A
(Legal Description of Site, as Expanded)

EXISTING SITE (Referred to as "Existing Lease Area" in Exhibit B)

A PORTION OF THE NORTHWEST QUARTER OF SECTION 7 AND THE SOUTHWEST QUARTER OF SECTION 6, TOWNSHIP 12 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF EL PASO, STATE OF COLORADO, BEING A PORTION OF THAT CERTAIN PARCEL DESCRIBED IN BOOK 2948, PAGE 996, RECORDS OF SAID COUNTY AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID PARCEL, THE BASIS OF BEARINGS FOR THIS DESCRIPTION BEING THE SOUTHWESTERLY LINE OF SAID PARCEL WITH A BEARING OF N 25°23'01" W;

THENCE FROM SAID POINT OF COMMENCEMENT, N 46°51'48" E, A DISTANCE OF 743.71 FEET TO THE POINT OF BEGINNING;

THENCE N 36°35'44" E, A DISTANCE OF 17.00 FEET;
THENCE S 53°24'16" E, A DISTANCE OF 40.00 FEET;
THENCE N 36°35'44" E, A DISTANCE OF 8.50 FEET;
THENCE S 53°24'16" E, A DISTANCE OF 23.00 FEET;
THENCE S 36°35'44" W, A DISTANCE OF 34.00 FEET;
THENCE N 53°24'16" W, A DISTANCE OF 23.00 FEET;
THENCE N 36°35'44" E, A DISTANCE OF 8.50 FEET;
THENCE N 53°24'16" W, A DISTANCE OF 40.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 1462 SQ. FT. OR 0.03 ACRES MORE OR LESS.

ADDITIONAL LEASE AREA

A PORTION OF THE NORTHWEST QUARTER OF SECTION 7 AND THE SOUTHWEST QUARTER OF SECTION 6, TOWNSHIP 12 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF EL PASO, STATE OF COLORADO, BEING A PORTION OF THAT CERTAIN PARCEL DESCRIBED IN BOOK 2948, PAGE 996, RECORDS OF SAID COUNTY AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID PARCEL, THE BASIS OF BEARINGS FOR THIS DESCRIPTION BEING THE SOUTHWESTERLY LINE OF SAID PARCEL WITH A BEARING OF N 25°23'01" W;

THENCE FROM SAID POINT OF COMMENCEMENT, N 51°35'38" E, A DISTANCE OF 729.71 FEET TO THE POINT OF BEGINNING;

THENCE N 35°27'34" E, A DISTANCE OF 15.00 FEET;

THENCE S 54°32'26" E, A DISTANCE OF 10.00 FEET;
THENCE S 35°27'34" W, A DISTANCE OF 15.00 FEET;
THENCE N 54°32'26" W, A DISTANCE OF 10.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 150 SQ. FT. OR 0.00 ACRES MORE OR LESS.

ACCESS AND UTILITY EASEMENT

A PORTION OF THE NORTHWEST QUARTER OF SECTION 7 AND THE SOUTHWEST QUARTER OF SECTION 6, TOWNSHIP 12 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF EL PASO, STATE OF COLORADO, BEING A PORTION OF THAT CERTAIN PARCEL DESCRIBED IN BOOK 2948, PAGE 996, RECORDS OF SAID COUNTY, BEING A 12.00 FOOT WIDE ACCESS AND UTILITY EASEMENT, LYING 6.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT THE SOUTHWEST CORNER OF SAID PARCEL, THE BASIS OF BEARINGS FOR THIS DESCRIPTION BEING THE SOUTHWESTERLY LINE OF SAID PARCEL WITH A BEARING OF N 25°23'01" W;

THENCE FROM SAID POINT OF COMMENCEMENT, N 46°51'48" E, A DISTANCE OF 743.71 FEET;

THENCE N 36°35'44" E, A DISTANCE OF 17.00 FEET;

THENCE S 53°24'16" E, A DISTANCE OF 27.13 FEET TO THE POINT OF BEGINNING, SAID POINT HEREINAFTER REFERRED TO AS POINT "A";

THENCE N 30°50'57" E, A DISTANCE OF 26.60 FEET;

THENCE N 23°24'37" E, A DISTANCE OF 74.00 FEET;

THENCE N 36°07'14" E, A DISTANCE OF 95.00 FEET TO THE BEGINNING OF TANGENT CURVE, CONCAVE WESTERLY, WITH A RADIUS OF 50.00 FEET;

THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 79°36'57", AN ARC DISTANCE OF 69.48 FEET TO A POINT OF NON-TANGENCY;

THENCE N 25°52'55" W, A DISTANCE OF 114.58 FEET;

THENCE N 22°02'08" W, A DISTANCE OF 104.22 FEET;

THENCE N 24°57'30" WEST, A DISTANCE OF 108.76 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE SOUTHWESTERLY, WITH A RADIUS OF 120.57 FEET AND A RADIAL LINE TO THE CENTER OF SAID CURVE HAVING A BEARING OF S 66°28'19" W;

THENCE NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 37°39'15", AN ARC DISTANCE OF 79.24 FEET TO A POINT OF NON-TANGENCY;

THENCE N 62°08'24" W, A DISTANCE OF 54.02 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE SOUTHERLY, WITH A RADIUS OF 61.12 FEET;

THENCE WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 28°06'27", AN ARC DISTANCE OF 29.98 FEET TO A POINT OF NON-TANGENCY;

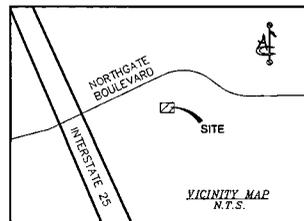
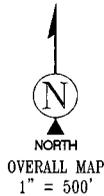
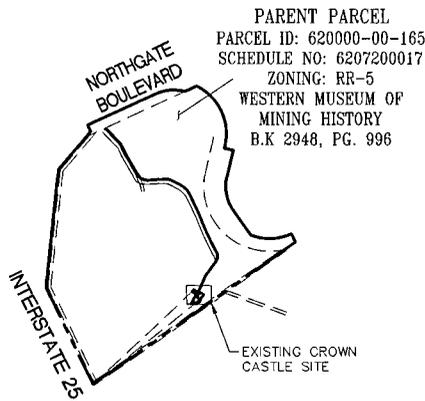
THENCE S 87°09'09" W, A DISTANCE OF 106.82 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE NORTHEASTERLY, WITH A RADIUS OF 60.94 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 66°11'27", AN ARC DISTANCE OF 70.41 FEET TO A POINT OF NON-TANGENCY;
THENCE N 29°57'56" W, A DISTANCE OF 122.83 FEET;
THENCE N 25°45'11" W, A DISTANCE OF 68.47 FEET;
THENCE N 44°07'08" W, A DISTANCE OF 116.37 FEET TO THE POINT OF TERMINUS ON THE SOUTHERLY LINE OF A 55.00 RIGHT OF WAY EASEMENT AS SHOWN ON LOT 1 OF "MINING MUSEUM SUBDIVISION NO. 1", RECORDED IN PLAT BOOK F-3 AT PAGE 73 IN THE RECORDS OF SAID EL PASO COUNTY; AND

BEGINNING AT AFORMENTIONED POINT "A";

THENCE S 30°50'57" W, A DISTANCE OF 70.21 FEET;
THENCE N 90°00'00" E, A DISTANCE OF 33.55 FEET;
THENCE S 54°32'26" E, A DISTANCE OF 5.30 FEET TO THE POINT OF TERMINUS.

CONTAINING 16,198 SQ. FT. OR 0.37 ACRES MORE OR LESS.

EXHIBIT B
(Site Plan)



DIRECTIONS TO SITE

FROM DENVER TAKE INTERSTATE 25 SOUTH TOWARDS COLORADO SPRINGS. TAKE THE NORTHGATE BOULEVARD EXIT EAST. THE SITE IS AT THE SOUTHEAST CORNER OF INTERSTATE 25 AND NORTHGATE BOULEVARD.

OWNER INFORMATION

WESTERN MUSEUM OF MINING HISTORY
 125 NORTHGATE BOULEVARD
 COLORADO SPRINGS, CO 80921

PROPERTY INFORMATION

125 NORTHGATE BOULEVARD
 COLORADO SPRINGS, CO 80921
 EL PASO COUNTY

SURVEY DATE

06/24/14

CERTIFICATION

ALL VISIBLE SITE RELATED IMPROVEMENTS ARE CONTAINED WITHIN THE OVERALL LEASE AREA.

CERTIFIED TO
 CROWN
 FIDELITY

WILLIAMSON INSURANCE COMPANY

WILLIAMSON INSURANCE COMPANY, P.L.S. #30124
 06/24/2014

DATE

POSITION OF GEODETIC COORDINATES
 LATITUDE 39° 01' 30.7" NORTH (NAD83)
 LONGITUDE 104° 49' 38.6" WEST (NAD83)
 GROUND ELEVATION @ 6746.0' (NAVD88)

SURVEY NOTES

REFER TO SHEETS LS-4 THROUGH LS-9 FOR LEGAL DESCRIPTIONS AND SURVEY NOTES.

LEGEND

- P.O.C. POINT OF COMMENCEMENT
- P.O.B. POINT OF BEGINNING
- P.O.T. POINT OF TERMINUS
- BK BOOK
- PG PAGE
- A.E. ACCESS EASEMENT
- P.U.E. PUBLIC UTILITY EASEMENT
- T.E. TELCO EASEMENT
- D.E. DRAINAGE EASEMENT
- NG NATURAL GRADE
- CLF CHAIN LINK FENCE
- ◆ POSITION OF GEODETIC COORDINATES
- LIMITS OF PARENT PARCEL PROPERTY
- - - EASEMENT

CROWN CASTLE

PROJECT INFORMATION:
 SITE NAME: CSP-18
 BLN: 677092
 125 NORTHGATE BOULEVARD
 COLORADO SPRINGS, CO 80921
 EL PASO COUNTY

ORIGINAL ISSUE DATE:
 07/28/2014

REV. DATE DESCRIPTION BY

PLANS PREPARED BY:

CONSULTANT:
Ambit
 EL PASO COUNTY ENGINEER
 125 NORTHGATE BOULEVARD
 EL PASO, TEXAS 79902

DRAWN BY: CHK. BY: APPV. BY:

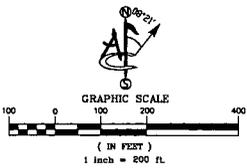
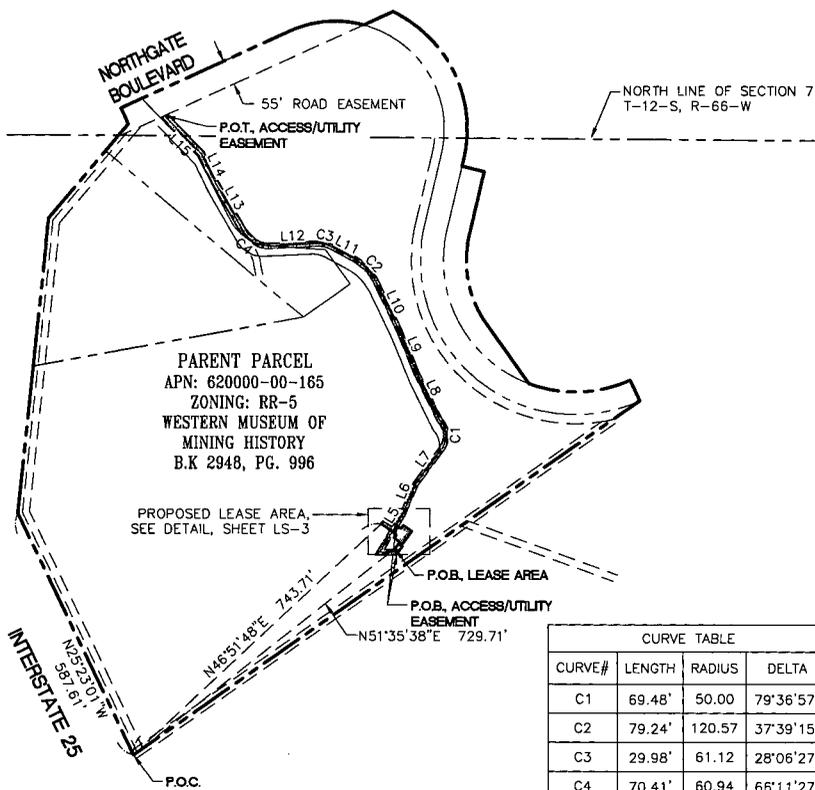
DEH MF WS

APPROVALS:

SHEET TITLE:
 TITLE

SHEET NUMBER:
 LS-1

LINE TABLE		
LINE#	LENGTH	DIRECTION
L5	26.60'	N30°50'57"E
L6	74.00'	N23°24'37"E
L7	95.00'	N36°07'14"E
L8	114.58'	N25°52'55"W
L9	104.22'	N22°02'08"W
L10	108.76'	N24°57'30"W
L11	54.02'	N62°08'24"W
L12	106.82'	S87°09'09"W
L13	122.83'	N29°57'56"W
L14	68.47'	N25°45'11"W
L15	116.37'	N44°07'08"W



CURVE TABLE			
CURVE#	LENGTH	RADIUS	DELTA
C1	69.48'	50.00	79°36'57"
C2	79.24'	120.57	37°39'15"
C3	29.98'	61.12	28°06'27"
C4	70.41'	60.94	66°11'27"



PROJECT INFORMATION:
 SITE NAME: CSP-18
 BUN: 877092
 125 NORTHGATE BOULEVARD
 COLORADO SPRINGS, CO 80921
 EL PASO COUNTY

ORIGINAL ISSUE DATE:
 07/28/2014

REV.	DATE	DESCRIPTION	BY

PLANS PREPARED BY:

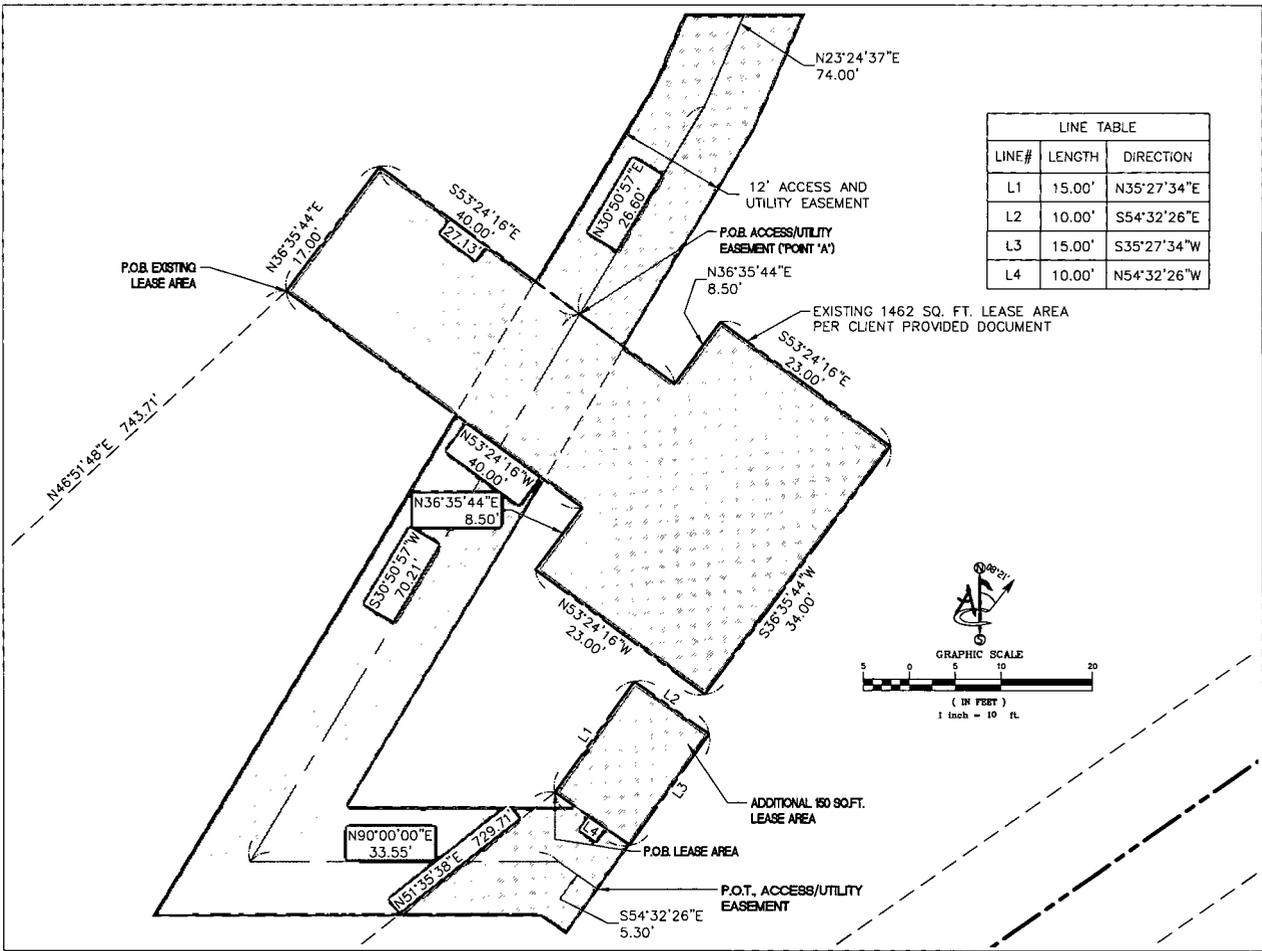


CONSULTANT:
 DRAWN BY: CHK: APV:
 DRN: MF: WS:

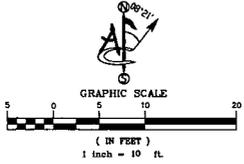
LICENSOR:

SHEET TITLE:
 OVERALL DETAIL

SHEET NUMBER:
 LS-2



LINE TABLE		
LINE#	LENGTH	DIRECTION
L1	15.00'	N35°27'34"E
L2	10.00'	S54°32'26"E
L3	15.00'	S35°27'34"W
L4	10.00'	N54°32'26"W





PROJECT INFORMATION:

SITE NAME: CSP-18
 BUN: 877092
 125 NORTHGATE BOULEVARD
 COLORADO SPRINGS, CO 80921
 EL PASO COUNTY

ORIGINAL ISSUE DATE:
 07/28/2014

REV. DATE: DESCRIPTION: BY:

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PLANS PREPARED BY:

CONSULTANT:



CONSULTANT: **Ambit**
 1500 S. W. 10TH AVE
 FT. WORTH, TEXAS 76102
 (817) 335-0171

DRAWN BY: CHK: APP:

DRH	MF	WS
-----	----	----

LICENSER:

SHEET TITLE:
 SURVEY DETAIL

SHEET NUMBER:
 LS-3

Recording requested by
and when recorded
return to:

Global Signal Inc.
301 North Cattleman Road
Suite 300
Sarasota, FL 34232
Attn: General Counsel

AGREEMENT REGARDING GROUND LEASE

THIS AGREEMENT REGARDING GROUND LEASE (this "Agreement") is made as of 5/11/05, 2005, between the party identified as "Landlord" on the signature page hereof ("Landlord") and SPRINT SPECTRUM REALTY COMPANY, L.P., a Delaware limited partnership ("Tenant").

RECITALS:

A. Landlord and Tenant are now parties to that certain OPTION AND SITE LEASE AGREEMENT dated May 27, 1997, a copy of which is annexed hereto as Exhibit A (the "Lease"), covering certain real property more particularly described on Exhibit A attached hereto (the "Property");

B. Pursuant to an agreement dated February 14, 2005 by and among Tenant, certain subsidiaries of Tenant and Global Signal, Inc., the Lease and the property related thereto (the "Premises") will be assigned to an affiliate of Tenant ("Tenant Affiliate"); and, after such assignment, the references to Tenant herein shall apply to Tenant Affiliate;

C. Pursuant to a sublease (the "Sublease"), Tenant Affiliate will sublease its entire interest in the Lease to an affiliate of Global Signal ("Subtenant") in exchange for certain prepaid consideration and Subtenant will then leaseback to Tenant (and/or one or more of its affiliates) the portion of the leased premises on which Tenant's telecommunications equipment is currently located in exchange for certain ongoing payments (collectively, the "Lease and Lease Back Transactions");

D. Certain lenders (each, together with their successors and assigns, a "Lender") may make a loan to Subtenant or certain of its affiliates secured by a mortgage or other security instrument encumbering Subtenant's interest in the Sublease; and

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Consent. To the extent any such consent is required by the Lease, Landlord hereby consents (a) to the assignment of the Lease from the original tenant under the Lease (an affiliate of Tenant) to Tenant (b) to the acquisition by Tenant Affiliate (or any affiliate thereof), directly or indirectly, of Tenant's interest in the Lease, (c) to the Sublease (and the recording of a memorandum of the Sublease) and (d) to the Lease and Lease Back Transaction.

2. Estoppel Certificate. Landlord certifies that (and Lender may rely on such representations) the following statements are true as of the date hereof:

(a) Tenant is the current tenant under the Lease (a full copy of which, including all amendments thereto, is annexed as Exhibit A), and the Lease is in full force and effect and contains the entire agreement between Landlord and Tenant with respect to the Property. Landlord is either the owner of the fee simple interest in the Property or the holder of a valid leasehold interest in the property and the person or entity signing on behalf of Landlord is authorized to do so and no other person or entity's signature is required to bind Landlord.

(b) No default exists under the Lease on the part of Tenant, and, to Landlord's knowledge, no event or condition has occurred or exists which, with notice or the passage of time or both, would constitute a default by Tenant under the Lease.

(c) No payments to Landlord are required under the Lease for the Lease and Lease Back Transactions or otherwise in connection with the above consents.

3. Agreement with Respect to the Lease and Sublease. Landlord hereby agrees with respect to the Lease as follows:

(a) Lender and Subtenant shall have all of the rights of Tenant under the Lease, including the right to exercise any renewal option(s) or purchase option(s) set forth in the Lease, and shall have the right to assign the Sublease subject to Landlord's consent which shall not be unreasonably withheld, conditioned or delayed.

(b) Landlord shall deliver to any Lender and Subtenant (in each case at such address as shall be designated in writing to Landlord) a copy of any default notice given by Landlord to Tenant under the Lease. No default notice from Landlord to Tenant shall be deemed effective as against any Lender or Subtenant unless received by such Lender or Subtenant.

(c) If Tenant defaults on any monetary obligations under the Lease, Landlord shall accept a cure thereof by any Lender or Subtenant within thirty (30) days after delivery of notice of such defaults. For non-monetary defaults, Landlord shall not terminate the Lease for so long as a Lender or Subtenant is diligently pursuing a cure of the default, and if curing such non-monetary default requires possession of the Property, then Landlord agrees to give the Lender or Subtenant a reasonable time to obtain possession of the Property and to cure such default.

(d) Landlord acknowledges none of Tenant or Tenant Affiliate may terminate, surrender or cancel the Lease except as provided in the Lease and may not amend the Lease in a manner that materially increases the liability or obligations of Tenant or Tenant Affiliate or decreases the rights of Tenant or Tenant Affiliate without the prior written consent of Lender.

(e) If the Lease is terminated by Landlord for any reason, or otherwise rejected in bankruptcy, Landlord will enter into a new lease with either Lender or Subtenant on the same terms as the

Lease, provided that all past due amounts under the Lease are paid to Landlord within 30 days of notice to Lender and Subtenant of such termination.

4. Memorandum of Lease. To the extent the Lease or a memorandum thereof has not previously been recorded, this Agreement shall constitute a "memorandum of lease" under applicable State law and may be recorded in the applicable public records, the provisions of the Lease (with certain financial terms redacted therefrom) being as set forth on Exhibit A annexed hereto and made a part hereof.

5. Notices. All notices sent to any Lender or Subtenant shall be in writing and sent by United States mail postage prepaid or other reputable courier service at the following address: c/o Global Signal Inc., 301 North Cattleman Road, Suite 300, Sarasota, FL 34232, Attn: General Counsel; or to such other address as Lender or Subtenant shall have notified Landlord in writing.

6. Miscellaneous.

(a) If this Agreement is inconsistent with the Lease, this Agreement shall control.

(b) This Agreement shall be binding upon Landlord and its successors and shall benefit each of Lender and Subtenant and their respective successors and assigns.

(c) This Agreement may not be amended or modified except by a written agreement executed by Landlord, any Lender and Subtenant. This Agreement may be executed in any number of separate counterparts and all signatures need not be on the same counterpart.

[SIGNATURE PAGES FOLLOW]

TENANT

IN WITNESS WHEREOF, the undersigned, pursuant to proper authority, has duly executed, acknowledged and delivered this instrument as its true act and deed.

	<p>SPRINT SPECTRUM REALTY COMPANY, L.P., a Delaware limited partnership, successor by assignment to Sprint Spectrum L.P.</p> <p>By: </p> <p>Name: Monica E. Rademacher Title: Lease Specialist II, EPS - T&PS</p>
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LANDLORD

IN WITNESS WHEREOF, the undersigned, by its duly elected officer(s) and pursuant to proper authority of its board of directors has duly executed, acknowledged and delivered this instrument as its true act and deed.

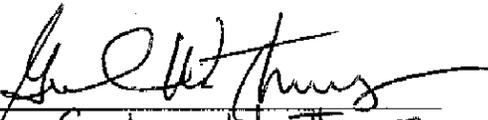
	<p>WESTERN MUSEUM OF MINING AND INDUSTRY, a Colorado corporation</p> <p>By: </p> <p>Name: <u>Graham W. Thompson</u></p> <p>Title: <u>VP Board of Trustees</u></p>
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EXHIBIT A
Lease and Legal Description
(see attached)

OPTION AND SITE LEASE AGREEMENT

THIS OPTION AND SITE LEASE AGREEMENT (this "Agreement") is entered into this 27th day of May, 1997 ("Date of Agreement") by and between Western Museum of Mining and Industry, a Colorado corporation ("Lessor") and U S WEST COMMUNICATIONS WIRELESS GROUP, a division of U S WEST Communications, Inc., a Colorado Corporation ("Lessee") whose address is 1999 Broadway, Tenth Floor, Denver, Colorado 80202.

WHEREAS, Lessor is the owner of certain real property including building(s) and Lessee wishes to place communications equipment on Lessor's property as more particularly described in Exhibit A attached hereto and made a part hereof by this reference ("Property"); and

WHEREAS, Lessee desires to obtain an option on the Property for the purpose of occupying and installing its Communication Facilities as more specifically set forth below.

WHEREFORE, Lessor and Lessee agree as follows:

1. Lessor for and in consideration of [REDACTED] the receipt whereof is hereby acknowledged, does hereby grant and convey unto Lessor, its successors, assigns, and agents an Option to lease the Property for the Permitted Use as set forth in paragraph three below.

2. Option. The option to lease Lessor's Property may be exercised by Lessee at any time within the first 18 months of the Date of Agreement ("Option Period") by providing Lessor with written notice of Lessee's intent. Lessor agrees that Lessee may extend the Option Period by six additional months by providing Lessor with written notice prior to the expiration of the original Option Period and by paying Lessor, at the time Lessee requests the extension, an additional sum of [REDACTED]

3. Permitted Use. The location on Lessor's Property which Lessee is occupying and installing its facilities shall be referred to as the "Site".

(a) Lessee shall have the right, at its expense, to install, construct, reconstruct and maintain on the Site communication facilities including, without limitation, radio and other communication transmitting and receiving antennas, support mounts, cables, equipment, equipment storage structures and other improvements relating thereto (collectively the "Communication Facilities"). Lessee shall have the right to modify, supplement, replace, upgrade or relocate the Communication Facilities on the Property at any time during the term of the lease so long as said relocation, replacement or upgrade is made for the purpose of improving the operation of its Communication Facilities, with prior written consent of Lessor, which shall not be unreasonably withheld.

(b) Lessee shall be entitled to reasonable access to the Site 24 hours a day, seven days per week, and shall have all additional rights of access, ingress and egress to and from each Site, provided however, except in the case of an emergency, Lessee shall notify Lessor in advance of Lessee's proposed construction, maintenance or repair activities to be performed on the Site in order to coordinate said activities with Lessor's operations.

(c) Lessee shall pay any incremental additional utility charges to the Site incurred as a result of Lessee's Permitted Use. Lessee shall have a right, at its expense, to install or improve utilities within or on the Property to service this Site.

4. Term. This Lease, if executed, shall be for a term of five years ("Lease Term"). And shall commence on the date that the Lessee places its written notice to Lessor in the mailbox, return receipt requested of its intent to execute its right to lease the Property. Lessee shall have a right to renew the Lease Term four additional terms at five year terms each (each being a "Renewal Term").

5. Rent

(a) Each month during the initial Lease Term Lessee shall pay Six Hundred Fifty and 00/100 dollars (\$650.00) ("Lease Payment") to Lessor as Rent. Said rent shall be payable in advance to Lessor on or before the first day of each calendar month. Each additional Lease Renewal Term shall be paid as follows.

Renewal Term 1 - Year 6 - 10	[REDACTED]	Month
Renewal Term 2 - Year 11 - 15	[REDACTED]	Month
Renewal Term 3 - Year 16 - 20	[REDACTED]	0/Month
Renewal Term 4 - Year 21 - 25	[REDACTED]	7/Month

(b) Lessee shall pay, as additional rent, any increase in real property taxes levied against the site, which is directly attributable to Lessee's use of the site, and Lessor agrees to furnish proof of such increase to Lessee.

6. Due Diligence. During the Option Period and any option extension, Lessee, its agents, engineers, contractors shall have the right to enter upon Lessor's Property to inspect, examine, sample and conduct all engineering tests or studies of the Site, to apply for and obtain all licenses and permits required for the Lessee's Permitted Use from all applicable governmental or regulatory entities, and otherwise do those things on the Site that, in the opinion of Lessee, are necessary to determine the physical condition of the Site, Lessor's title to the Site and the feasibility or suitability of the Site for Lessee's Permitted Use, all at Lessee's expense. Lessee shall not be liable to Lessor or any third party on account of any pre-existing defect or condition on or with respect to the Site, whether or not such defect or condition is disclosed by Lessee's inspection, although Lessee shall be responsible for any damage, loss or destruction to the Site as a result of the actions of its employees, representatives or agents during the due diligence activities.

7. Interference.

(a) Lessee shall not use the Site in any way that interferes with the existing use by: (i) Lessor or (ii) tenants or licensees of Lessor holding rights to such Site on the date of this Agreement ("Existing Tenants").

(b) Lessor warrants to Lessee the use and quiet enjoyment of the Site. Lessor agrees that it shall not use, nor shall it permit its tenants, Lessees, employees, invitees or agents to use, any portion of the Property in any way which would interfere with the operation of Lessee, provided that continued use by Lessor or Existing Tenants in the same manner as existed at the time the Lease was executed shall not constitute interference with Lessee's operations.

8. Environmental Matters.

(a) Lessee will be solely responsible for and will defend, indemnify and hold Lessor, its agents, and employees harmless from and against any and all direct claims, costs, and liabilities, including reasonable attorneys' fees and costs, arising out of or in connection with the cleanup or restoration of the property associated with the Lessee's use of Hazardous Materials.

(b) Lessor will be solely responsible for and will defend, indemnify, and hold Lessee, its agents, and employees harmless from and against any and all direct claims, costs, and liabilities, including reasonable attorneys' fees and costs, arising out of or in connection with the removal, cleanup, or restoration of the property with respect to Hazardous Materials from any and all sources other than those Hazardous Materials introduced to the property by Lessee.

(c) "Hazardous Materials" means asbestos or any hazardous substance, waste or materials as defined in any federal, state, or local environmental or safety law or regulation including, but not limited to, CERCLA.

(d) The obligations of this section eight shall survive the expiration or other termination of this Agreement.

9. Insurance/Indemnification/Eminent Domain. Lessee shall maintain at its expense commercial general liability insurance covering actions by Lessee providing for a limit of not less than \$1,000,000.00 single limits, bodily injury and/or property damage combined, for damages arising out of bodily injuries to or death of all persons and for damages to or destruction of property, including the loss of use thereof. Coverage shall include independent contractor's protection, premises-operations, products/completed operations and contractual liability with respect to the liability assumed by Lessee hereunder. Lessor and Lessee shall look solely to insurance for loss due to any damage which is covered by insurance and neither party's insurance company shall be subrogated to a claim against the other party. In the event Lessee is self insured, Lessee shall supply Lessor with a certificate of self-insurance which complies with the policy limitations set forth above. Each party shall indemnify and defend the other against loss from their negligent acts and that negligent act of their employees, agents, licensees, and invitees. The parties shall share in a condemnation award in proportion to their interest in the Property taken.

10. Assignment and Subleasing.

(a) Upon Lessor's written consent, which shall not be unreasonably withheld, Lessee may assign this Lease, in part or in whole, including its right to renew, to any person or business entity which is licensed by the Federal Communications Commission.

(b) Lessee may sublet and assign this Lease, or portion thereof, and its other rights hereunder to any person or business entity which is a parent, subsidiary or affiliate of Lessee without Lessor's consent.

(c) Upon notification to Lessor of any assignment, Lessee shall be relieved of all performance, liabilities and obligations under this Option and Site Lease Agreement.

(d) In the event Lessor elects to permit another communications user the right to use any of Lessor's Property, Lessor agrees to notify Lessee thirty (30) days prior to the issuance of such authority for the purpose of determining whether the third party communications user will interfere with Lessee's use or intended use of the Site. Should Lessee notify Lessor in writing that the third party communications will interfere with Lessee's operations, then Lessor agrees not to permit the third party communications user the right to use the Site. Lessee's consent shall not be unreasonably withheld.

11. Termination. This Option and Site Lease Agreement may be terminated as follows:

(a) by Lessor if Lessee fails to cure a default for payment of amounts due hereunder within thirty (30) days after Lessee's receipt of written notice of default from Lessor;

(b) by the non-defaulting party if the other party defaults (other than a default described in Section 11(a) above) and fails to cure such default within sixty (60) days after written notice of such default is received by the defaulting party from the non-defaulting party; provided, however, that if such default is capable of being cured, the Lease may not be terminated so long as the defaulting party commences appropriate curative action within such sixty (60) day period and thereafter diligently prosecutes such cure to completion as promptly as possible;

(c) Lessee may terminate for cause upon the giving of sixty days' written notice to Lessor if Lessee determines the Property is not appropriate for locating Lessee's communication equipment for technological reasons, including, but not limited to signal interference.

12. Successors and Assigns. This Agreement shall run with the Property and shall be binding upon and inure to the benefit of the parties, their respective successors, personal representatives and assigns.

13. Representation and Warranties. Each party covenants and warrants to the other that (i) it has full right, power and authority to execute this Option and Site Lease Agreement and has the power to grant all rights hereunder; (ii) its execution and performance of this Agreement will not violate any laws, ordinances, covenants, or the provisions of any mortgage, lease or other agreement binding on said party; and (iii) the execution and delivery of this Agreement, and the performance of its obligations hereunder, have been duly authorized by all necessary personnel or corporate officers and do not violate any provisions of law or the party's certificate of incorporation or bylaws or any other arrangement, provision of law or court order or decree.

14. Notices. All notices, requests, demands and other communications hereunder shall be in writing and shall be deemed given if personally delivered, or mailed by certified mail, return receipt requested, to the following addresses:

If to Lessor, to:
Western Museum of Mining and Industry
1025 North Onto Road
Colorado Springs, CO 80921
Attention: Linda Lemieux

If to Lessee, to:
U S WEST Communications, Inc.
C/O U S WEST Business Resources, Inc.
188 Inverness Drive West, Suite 420
Englewood, Colorado 80112
Attention: PSL Manager/PCS Real Estate

with a copy to:

with a copy to:
U S West Communications Wireless Group
12121 Grant, Suite 201
Thornton, Colorado 80241
Attention: Regional Real Estate Manager

15. Miscellaneous.

(a) This Option and Site Lease Agreement shall constitute the entire agreement and understanding of the parties with respect to the Property that is the subject matter thereof and supersedes all offers, negotiations and other agreements with respect thereto. There are no representations or understandings of any kind not set forth herein. Any amendment to this Agreement must be in writing and executed by both parties.

(b) Any claim, controversy or dispute arising out of this Agreement shall be settled by arbitration in accordance with the applicable rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The arbitration shall be conducted in the county where the property is located. There shall be no discovery other than the exchange of information which is provided to the arbitrator by the parties. The arbitrator shall have the authority only to award compensatory damages and shall not have authority to award punitive damages or other noncompensatory damages; the parties hereby waive all rights to and claims for monetary awards other than compensatory damages.

(c) Either party hereto that is represented in this transaction by a broker, agent or commission salesperson (a "Representative") shall be fully and exclusively responsible for the payment of any fee, commission or other compensation owing to such Representative, and shall indemnify and hold the other party harmless from and against any claim to a fee, commission or other compensation asserted by such Representative, including reasonable attorneys' fees and costs incurred in defending such claim.

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

(e) By executing this Agreement, the parties are not establishing any joint undertaking, joint venture or partnership. Each party shall be deemed an independent contractor and shall act solely for its own account.

The parties have entered into this Agreement as of the date first stated above.

LESSOR:

Western Museum of Mining and Industry

BY: [Signature]
ITS: President
6/2/97

Federal Tax I.D. No. [REDACTED]

LESSEE:

U S WEST Communications, Inc.

BY: [Signature]
ITS: Attorney-in-Fact

U S WEST Communications Wireless Group

BY: [Signature]
ITS: V.P. OPERATIONS & ENGINEERING

ADDENDUM TO OPTION AND SITE LEASE AGREEMENT

The attached Option and Site Lease Agreement made and entered into this 27th day of May, 1997, by and between the Western Museum of Mining and Industry, a Colorado corporation ("Lessor") and U S West Communications Wireless Group, a division of U S West Communications, Inc., a Colorado Corporation, ("Lessee") of which this Addendum is made a part, is hereby amended and supplemented as follows:

Witnesseth:

The first "WHEREAS" clause of the lease shall be amended to read: WHEREAS, Lessor is the owner of certain real property including building(s) more particularly described on Exhibit A attached hereto and made a part hereof by this reference ("Lessor's Property"); WHEREAS, Lessee wishes to place Communication Facilities on a portion of Lessor's Property as more particularly described on Exhibit B attached hereto and made a part hereof by this reference (the "Property").

The first sentence of Section 2 shall be amended to read: Option. The option to lease the Property may be exercised by Lessee at any time within the first 18 months of the Date of Agreement ("Option Period") by providing Lessor with written notice of Lessee's intent.

The first sentence of Section 3 shall be amended to read: Permitted Use. The location on the Lessor's Property which Lessee is obtaining the option to lease for the purpose of occupying and installing its Communication Facilities is the 30' x 20' portion of the Property described on Exhibit B as "proposed 30'x20' lease parcel" which shall be referred to as the "Site".

Section 3(a) shall be amended to read: Lessee shall have the right, at its expense, to install, construct, reconstruct and maintain on the Site communication facilities including, without limitation, radio and other communication transmitting and receiving antennas, support mounts, cables, equipment, equipment storage structures and other improvements relating thereto (collectively the "Communication Facilities"). Lessee shall have the right to modify, supplement, replace, upgrade or relocate the Communication Facilities on the Site at any time during the term of the lease so long as said relocation, replacement or upgrade is made for the purpose of improving the operation of its Communication Facilities, with prior written consent of Lessor, which shall not be unreasonably withheld. The Communication Facilities shall be designed in a way that is compatible with the existing mining buildings and structures on the property, and generally in conformance with plans, drawings and projections previously given to Lessor by Lessee.

Section 3(b) shall be amended to read: Lessee shall be entitled to reasonable access to the Site 24 hours a day, seven days per week provided however, except in the case of an emergency, Lessee shall notify Lessor in advance of Lessee's proposed construction, maintenance or repair activities to be performed on the Site in order to coordinate said activities with Lessor's operations. Lessee agrees that access to the Site shall be by the route described as "Access Route" as described on Exhibit B, unless the parties mutually agree in writing that a different access route will be used. If necessary, Lessee shall be entitled to construct an access route on the Property to serve the Communication Facilities.

Section 4 shall be amended to read: Term. This Lease, if executed, shall be for a term of five years ("Lease Term"). And shall commence on the date that the Lessee places its written notice to Lessor in the mailbox, postage paid, return receipt requested of its intent to execute its right to lease the Property together with a check in the amount of the first month's rent. In no event shall Lessee's notice to Lessor be later than 30 days after the issuance of a building permit to construct the Communication Facilities. Lessee shall have a right to renew the Lease Term four additional terms at five year terms each (each being a "Renewal Term").

Section 5(b) shall be amended to read: Lessee shall pay, as additional rent, any increase in real property taxes levied against the Property, which is reasonably attributable to Lessee's use of the site, and Lessor agrees to furnish proof of such increase to Lessee.

Section 7(b) shall be amended to read: Lessor warrants to Lessee the use and quiet enjoyment of the Site. Lessor agrees that it shall not use, nor shall it permit its tenants, Lessees, employees, invitees or agents to use, any portion of the Property in any way which would unreasonably interfere with the operation of the Site by Lessee, provided that continued use by Lessor or Existing Tenants in the same manner as existed at the time the Lease was executed shall not constitute interference with Lessee's operations. The rights of Lessor, its tenants or licensees include specifically, but not by way of limitation, the proposed use by the Friends of the Cumbres and Toltec Railroad, the live steam engine, and the Pikes Peak Antique Machinery Days. Lessor acknowledges that the proposed uses described herein do not physically encroach upon the Site.

Section 8(a) shall be amended to read: Lessee will be solely responsible for and will defend, indemnify and hold Lessor, its agents, and employees harmless from and against any and all direct claims, costs, and liabilities, including reasonable attorneys' fees and costs, arising out of or in connection with the removal, cleanup or restoration of the property associated with the Lessee's use of Hazardous Materials. Lessee will handle, treat, store and dispose of hazardous materials in full compliance with all applicable laws, rules, regulations and ordinances.

Section 8(d) shall be amended to read: The RF energy radiated by Lessee at the Site shall not exceed that permitted by any applicable law or regulation.

Section 8(e) shall be added as follows: 8(e) The obligations of this section eight shall survive the expiration or other termination of this Agreement.

The first sentence of Section 9 shall be amended as follows: Insurance/Indemnification/Eminent Domain. Lessee shall maintain at its expense commercial general liability insurance listing Lessor as an additional insured covering actions by Lessee providing for a limit of not less than \$1,000,000.00 single limits, bodily injury and/or property damage combined, for damages arising out of bodily injuries to or death of all persons and for damages to or destruction of property, including the loss of use thereof.

Section 10(a) shall be amended to read: Upon Lessor's written consent, which shall not be unreasonably withheld, Lessee may assign this Lease, in part or in whole, including its right to renew, to any person or business entity with a net asset value of \$5,000,000 which is licensed by the Federal Communications Commission.

The following subsection shall be added to Section 10: Section 10(e): Upon Lessor's written consent, which shall not be unreasonably withheld, Lessee may sublet and assign this Lease, or portion thereof, to a third party ("sublessee") provided Lessee pays Lessor [redacted] of any rent collected by Lessee from such sublessee. In no event shall the rental payments to the Landlord under any sublease to a third party be less than [redacted] of the rent due under this lease.

ADDENDUM TO OPTION AND SITE LEASE AGREEMENT, CONTINUED

Section 11(d) shall be added as follows: 11(d) Upon termination or expiration of this Agreement, Lessee shall at its sole expense remove all equipment, facilities and material from the site and return the site to its original condition, including regrading and revegetation.

In witness whereof, the parties have executed this instrument by proper persons thereto duly authorized so to do on the day and year first herein above written.

LESSOR:

Western Museum of Mining and Industry

BY: *C. D. A. Quinn*
ITS: President

6/2/97

LESSEE:

US WEST Communications, Inc.

BY: *Shirley J. Miller*
ITS: Attorney-in-Fact

US WEST Communications Wireless Group

BY: *[Signature]*
ITS: V.P. OPERATIONS & ENGINEERING

EXHIBIT A-1

SITE NUMBER: CSP-183D
SITE NAME: WESTERN MUSEUM OF MINING & INDUSTRY

LEGAL DESCRIPTION, PROPOSED LEASE PARCEL

A PARCEL OF LAND LOCATED IN THE NORTHWEST QUARTER OF SECTION 7, TOWNSHIP 12 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF EL PASO, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THAT CERTAIN TRACT OF LAND DESCRIBED IN DEED RECORDED IN BOOK 2948 AT PAGE 996, RECORDS OF THE EL PASO COUNTY CLERK AND RECORDER, AND CONSIDERING THE SOUTHERLY LINE OF SAID TRACT TO BEAR N. 55°14'48" E. WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO;

TENCE N. 47°16'04" E., A DISTANCE OF 743.71 FEET TO THE POINT OF BEGINNING;

TENCE N. 37°00'00" E., A DISTANCE OF 17.00 FEET;

TENCE S. 53°00'00" E., A DISTANCE OF 40.00 FEET;

TENCE N. 37°00'00" E., A DISTANCE OF 8.50 FEET;

TENCE S. 53°00'00" E., A DISTANCE OF 23.00 FEET;

TENCE S. 37°00'00" W., A DISTANCE OF 34.00 FEET;

TENCE N. 53°00'00" W., A DISTANCE OF 23.00 FEET;

TENCE N. 37°00'00" E., A DISTANCE OF 8.50 FEET;

TENCE N. 53°00'00" W., A DISTANCE OF 40.00 FEET TO THE

POINT OF BEGINNING.

CONTAINS 1,462 SQUARE FEET, OR 0.0336 ACRES, MORE OR LESS.

PREPARED FEBRUARY 10, 1998 BY L.J. LUDEMAN, PLS
4100 E. MISSISSIPPI AVE.
GLENDALE, CO 80246


Owners Initials



Exhibit A - Lessor's Property
Site CSP 183.4

The Lessor's Property, owned by Western Museum of Mining and Industry, a Colorado corporation, is situated at 1025 North Gate Road, El Paso County, Colorado and is more particularly described as follows:

LEGAL DESCRIPTION AS RECITED IN DEED RECORDED IN EL PASO COUNTY CLERK AND RECORDER'S OFFICE IN BOOK 2948 AT PAGE 896 THROUGH 898 (PERIMETER ONLY, VERBATIM):

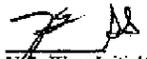
A PORTION OF THE SOUTHWEST ONE-QUARTER (SW1/4) OF SECTION 6 AND THE NORTHWEST ONE-QUARTER (NW1/4) OF SECTION 7, TOWNSHIP 12 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, EL PASO COUNTY, COLORADO, DESCRIBED AS FOLLOWS:

COMMENCING AT THE WEST SECTION CORNER COMMON TO SECTIONS 6 AND 7; THENCE S89°38'20"E. (A BEARING RELATIVE TO THE BEARING SYSTEM OF THE UNITED STATES AIR FORCE ACADEMY (USFA) BOUNDARY SURVEY DRAWING BY R. KEITH HOOK AND ASSOCIATES, INC., DATED OCTOBER 15, 1970 AND TO ALL OTHER BEARINGS HEREIN.) ALONG THE SECTION LINE COMMON TO SAID SECTIONS 6 AND 7, A DISTANCE OF 445.15 FEET TO INTERSECT SAID USFA BOUNDARY AND BEING THE POINT OF BEGINNING OF THE TRACT TO BE DESCRIBED HEREBY;

1. THENCE N40°08'20"E., ALONG SAID USFA BOUNDARY, A DISTANCE OF 33.05 FEET TO USFA BOUNDARY MONUMENT NO. 41 (USFA BDY 41);
2. THENCE N29°10'03"W., ALONG SAID USFA BOUNDARY, A DISTANCE OF 38.90 FEET TO INTERSECT THE SOUTHERLY RIGHT-OF-WAY LINE OF NORTHGATE ROAD (EL PASO COUNTY HIGHWAY NO. 52) AS DESCRIBED IN BOOK 1728 AT PAGE 448 UNDER RECEPTION NO. 102440 OF THE RECORDS OF SAID EL PASO COUNTY;
3. THENCE N69°18'40"E., ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID NORTHGATE ROAD, A DISTANCE OF 408.80 FEET TO A POINT OF CURVE;
4. THENCE NORTH-EASTERLY AND SOUTHEASTERLY ON A CURVE TO THE RIGHT, ALONG THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF NORTHGATE ROAD, HAVING A RADIUS OF 237.94 FEET, THROUGH A CENTRAL ANGLE OF 128°00'00", AN ARC LENGTH OF 531.58 FEET AND A CHORD BEARING S50°40'20"E., A DISTANCE OF 427.72 FEET TO A POINT OF TANGENCY;
5. THENCE S13°18'40"W., ALONG THE WESTERLY RIGHT-OF-WAY LINE OF SAID NORTHGATE ROAD, A DISTANCE OF 180.00 FEET TO A POINT OF CURVE;
6. THENCE SOUTHERLY AND NORTHEASTERLY ON A CURVE TO THE LEFT, ALONG THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF SAID NORTHGATE ROAD, HAVING A RADIUS OF 337.94 FEET, THROUGH A CENTRAL ANGLE OF 128°00'00", AN ARC LENGTH OF 754.97 FEET AND A CHORD BEARING S50°40'20"E., A DISTANCE OF 607.48 FEET TO A POINT OF TANGENCY;
7. THENCE LEAVING THE TANGENT LINE AND THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF SAID NORTHGATE ROAD ON A BEARING OF S54°48'40"W., A DISTANCE OF 1354.68 FEET TO THE NORTHEASTERLY BOUNDARY OF SAID USFA;
8. THENCE N29°23'25"W., ON SAID NORTHEASTERLY USFA BOUNDARY, A DISTANCE OF 587.75 FEET TO USFA BDRY NO. 38;
9. THENCE N06°00'45"E., ON SAID USFA BOUNDARY, A DISTANCE OF 653.42 FEET TO USFA BDY NO. 38;
10. THENCE N40°02'20"E., ON SAID USFA BOUNDARY, A DISTANCE OF 238.75 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED TRACT CONTAINS 26.823 ACRES, MORE OR LESS.

LDL
Owner Initials


U.S. West Initials

6/2/97

Exhibit B - Property (Lease Parcel)
Site CSP 183.4

The Property, owned by Westera Museum of Mining and Industry, a Colorado corporation, is situated at 1025 North Gate Road, El Paso County, Colorado and is more particularly described as follows:

A PARCEL OF LAND LOCATED IN THE NORTHWEST QUARTER OF SECTION 7, TOWNSHIP 12 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF EL PASO, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THIN GERMAN TRACT OF LAND DESCRIBED IN DEED RECORDED IN BOOK 2943 AT PAGE 998, RECORDS OF THE EL PASO COUNTY CLERK AND RECORDER, AND CONSIDERING THE SOUTHERLY LINE OF SAID TRACT TO BEAR N. 33°14'48" E, WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO;

THENCE N. 47°04'00" E., A DISTANCE OF 733.41 FEET TO THE POINT OF BEGINNING;

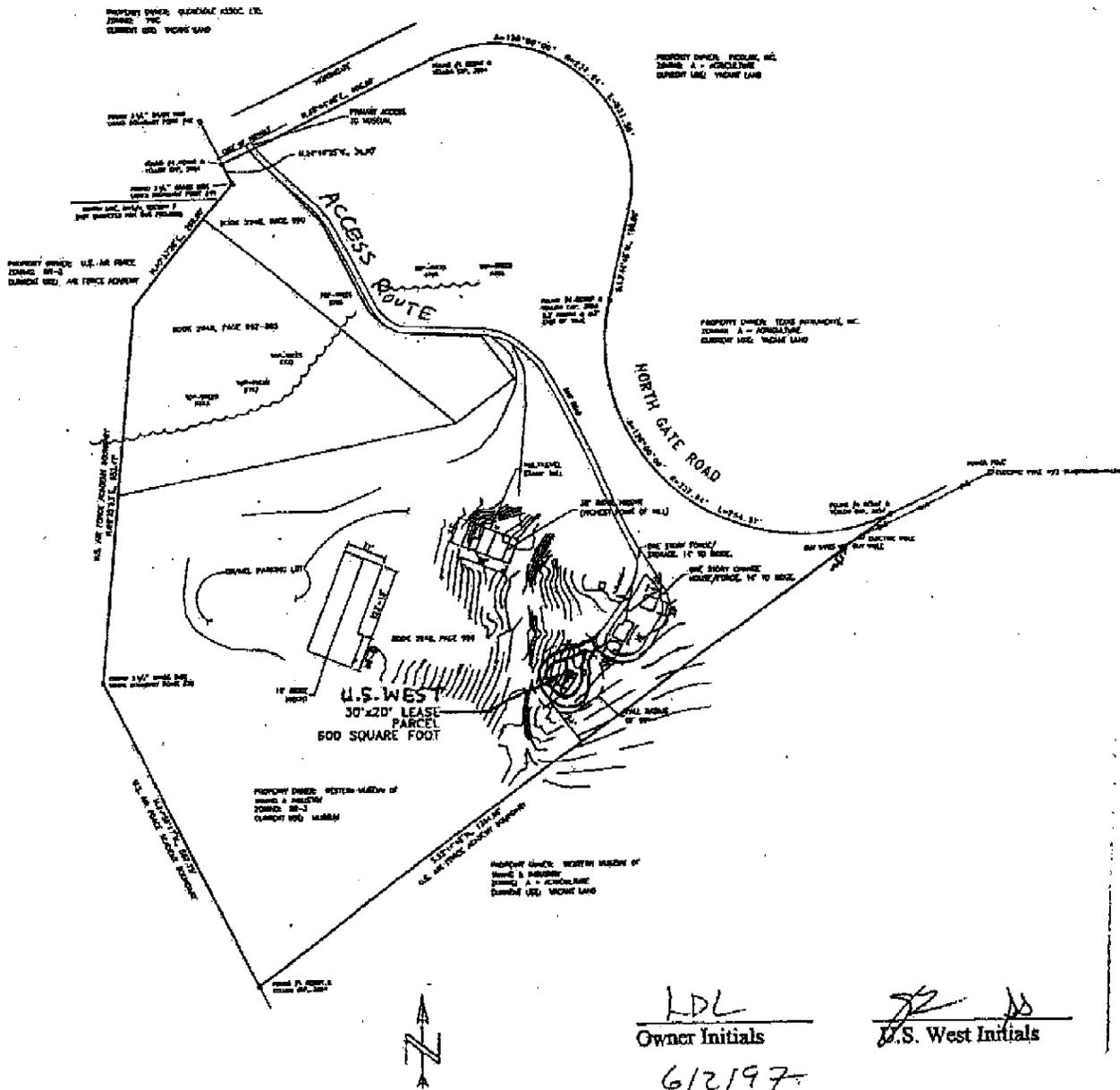
THENCE N. 30°00'00" E., A DISTANCE OF 30.00 FEET TO A POINT;

THENCE S. 80°00'00" E., A DISTANCE OF 20.00 FEET TO A POINT;

THENCE S. 30°00'00" W., A DISTANCE OF 30.00 FEET TO A POINT;

THENCE N. 80°00'00" W., A DISTANCE OF 20.00 FEET TO THE POINT OF BEGINNING.

CONTAINS 600 SQUARE FEET, OR 0.0138 ACRES, MORE OR LESS.



LDL
Owner Initials

U.S. West Initials

6/2/97

FIRST AMENDMENT TO OPTION AND SITE LEASE AGREEMENT

The attached Option and Site Lease Agreement made and entered into this 27th day of May, 1997, by and between Western Museum of Mining and Industry ("Lessor") and U S WEST Wireless, L.L.C., a Delaware limited liability company, ("Lessee") of which this Amendment is made a part, is hereby amended and supplemented as follows:

Exhibit A dated 6/2/97 is amended and supplemented by Exhibit A-1-legal description, lease parcel prepared 2/10/98 by L. J. Ludeman, PLS.
Exhibit B dated 8/25/97 is hereby replaced with 11 x 17 survey copy showing lease parcel and on-site as built.

Witnesseth:

|
|

*Signatures

In witness whereof, the parties hereto have executed this instrument by proper persons thereunto duly authorized so to do on the day and year first herein above written.

LESSOR:

LESSEE:

Western Museum of Mining and Industry

U S WEST Wireless, L.L.C., a
Delaware limited liability company



By: 

By: Linda D. LeMieux

Its: CFO

Its: President

Federal Tax ID or Social Security No.

Qwest Real Estate ID: CSP183

ASSIGNMENT AND ASSUMPTION

THIS ASSIGNMENT AND ASSUMPTION (this "Assignment") is entered into this 25th day of June, 2004, by and between Assignor and Assignee as defined below.

For good and valuable consideration, the receipt and adequacy of which are expressly acknowledged, Assignor and Assignee agree that:

1. Definitions. In this Assignment and Assumption the following terms have the meanings given to them.

- (a) Assignor: Qwest Wireless, LLC, a Delaware limited liability company.
- (b) Assignee: Sprint Spectrum, L.P., a Delaware limited partnership.
- (c) Lessor: Western Museum of Mining & Industry
- (d) Lease: Option and Site Lease Agreement (Site Identification No. CSP183) by and between Western Museum of Mining & Industry, a Colorado nonprofit corporation ("Lessor") and Qwest Wireless, L.L.C., a Delaware limited liability company, successor-in-interest to US West Communications Wireless Group ("Lessee") dated May 27, 1997 for the Site located at 1025 North Gate Road, Colorado Springs, Colorado.

Site Sublease: a) Site License dated September 20, 2001, to the Master Antenna Site License Agreement dated October 6, 1997, between Qwest Wireless, L.L.C., a Delaware limited liability company ("Wireless") and AT&T Wireless Services of Colorado, LLC, d/b/a AT&T Wireless, a Delaware limited liability company, by AT&T Wireless Services, Inc., a Delaware corporation, its manager ("AT&T Wireless") for the Site located at 1025 North Gate Road, Colorado Springs, Colorado.

A copy of the Site Agreement is annexed to this Assignment as Exhibit B-1 and the Site Sublease and those additional agreements, if any, set forth on Exhibit B-2 (collectively, the agreements listed on Exhibits B-1 and B-2 are referred to herein as the "Site Agreement").

- (e) Site: A portion of Landlord's Property more particularly described in the Site Agreement.
- (f) Effective Date: June 25, 2004.

2. Assignment and Delivery of the Premises. Assignor assigns to Assignee, effective as of the Effective Date, all of Assignor's right, title, and interest in the Site Agreement, including (a) the leasehold estate and (b) all rights to easements and licenses which authorize ingress and egress to the property described in the Site Agreement and the placement of utilities and (c) all other rights, privileges, appurtenances and land use approvals, to the extent assignable, owned by Assignor, in connection with the Site. Assignor will deliver possession of the Site to Assignee on the Effective Date. The effectiveness of this Assignment is conditioned upon the Closing of the Asset Purchase Agreement dated March 26, 2004 by and between Assignor and Assignee ("Asset Purchase Agreement"). The terms and conditions of the Asset Purchase Agreement shall govern and control this Assignment.

3. Assumption and Acceptance of the Premises. Assignee assumes and agrees to perform each and every obligation of Assignor under the Site Agreement that arises on or after the Effective Date. Assignee will accept the Site in its condition as of the Effective Date and

acknowledges that it shall have no claim against Landlord for any matters arising prior to the Effective Date.

4. Indemnification by Assignee. Assignee will indemnify Assignor against and hold Assignor harmless from any loss, liability, and expense (including reasonable attorneys' fees and court costs) arising out of (a) any obligation or liability of the assignor under the Site Agreement, arising on or after the Effective Date; and (b) any breach by Assignee of its agreements contained in this Assignment.

5. Indemnification by Assignor. Assignor will indemnify Assignee against and hold Assignee harmless from any loss, liability, and expense (including reasonable attorneys' fees and court costs) arising out of (a) any obligation or liability of the assignor under the Site Agreement, arising before the Effective Date; and (b) any breach by Assignor of its agreements contained in this Assignment.

6. Consent. The effectiveness of this Assignment is conditioned upon Landlord's consent to this Agreement, if required.

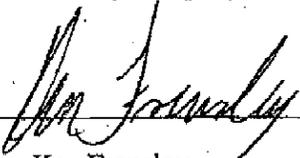
7. Entire Agreement. This Assignment and the Asset Purchase Agreement embodies the entire agreement of Assignor and Assignee with respect to the subject matter of this Assignment, and it supersedes any prior agreements, whether written or oral, with respect to the subject matter of this Assignment. There are no agreements or understandings that are not set forth in this Assignment or the Asset Purchase Agreement. This Assignment may be modified only by a written instrument duly executed by Assignor and Assignee.

8. Binding Effect. The terms and provisions of this Assignment will inure to the benefit of, and will be binding upon, the successors, assigns, personal representatives, heirs, devisees, and legatees of Assignor and Assignee and may be relied upon by Landlord when Landlord executes the Consent set forth below.

Assignor and Assignee have executed this Assignment as of the date first set forth above.

ASSIGNOR:

Qwest Wireless, L.L.C., a Delaware
limited liability company

By:  _____

Name: Ken Frcnsley

Title: Director, Wireless Network

CSP183

Assignor and Assignee have executed this Assignment as of the date first set forth above.

ASSIGNEE:

Sprint Spectrum, L.P.,
a Delaware limited partnership

By: Shannon Nichols

Name: Shannon Nichols

Title: Site Delivery Manager



CONSENT TO SITE LICENSE

This Consent to Site License is made this 29 day of August, 2001 by and between the Western Museum of Mining and Industry, a Colorado corporation ("WMI") and Qwest Wireless, L.L.C., a Colorado limited liability company ("Qwest").

RECITALS:

1. WMI and Qwest are parties to an Option and Site Lease Agreement dated May 27, 1997 (the "Agreement"). Qwest and AT&T Wireless Services, Inc. ("AT&T") are parties to a Master Antenna Agreement dated October 6, 1997. Qwest has requested WMI's consent to permit AT&T to install communication transmitting and receiving antennas, and related equipment on the Site leased by Qwest under the Option and Site Lease Agreement. WMI is willing to consent to the Site License Agreement subject to the terms and conditions hereof.

Now therefore in consideration of mutual covenants and agreements contained herein the parties agree as follows:

- A. WMI hereby consents to Qwest's subleasing a portion of the tower and equipment shelter to AT&T for the express purpose of permitting AT&T to install communications, transmitting and receiving antennas on the monopole, and the related equipment cabinets in the equipment shelter. Notwithstanding this Consent to the License Agreement, Qwest shall remain fully responsible and liable to WMI under the terms of the Option and Site Lease Agreement for all obligations and liabilities of Qwest under the same.
- B. Each month during the remainder of the initial lease term, Qwest shall pay rent to WMI in accordance with Section 10(e) of the Option and Site Lease Agreement in the event that AT&T does not occupy the Site for any or all of the renewal options under the Option and Site Lease Agreement. Rent shall revert to the terms set forth Qwest as of the date that AT&T removes its equipment from the Site. Notwithstanding the foregoing, Qwest is not obligated to renew the Option and Site Lease Agreement. All renewal options thereunder remain wholly subject to Qwest's discretion.

IN WITNESS THEREOF, the parties have executed this Consent to Sublease the date first written.

LESSOR:

Western Museum of Mining and Industry.

BY: [Signature]
TTS: President

LESSEE:

Qwest Wireless, L.L.C.,
A Delaware limited liability company

BY: [Signature]
TTS: Senior Vice President
Operations & Engineering

ADDENDUM TO OPTION AND SITE LEASE AGREEMENT

The attached Option and Site Lease Agreement made and entered into this 27th day of May, 1997, by and between the Western Museum of Mining and Industry, a Colorado corporation ("Lessor") and U S West Communications Wireless Group, a division of U S West Communications, Inc., a Colorado Corporation, ("Lessee") of which this Addendum is made a part, is hereby amended and supplemented as follows:

Witnesseth:

The first "WHEREAS" clause of the lease shall be amended to read: WHEREAS, Lessor is the owner of certain real property including building(s) more particularly described on Exhibit A attached hereto and made a part hereof by this reference ("Lessor's Property"); WHEREAS, Lessee wishes to place Communication Facilities on a portion of Lessor's Property as more particularly described on Exhibit B attached hereto and made a part hereof by this reference (the "Property").

The first sentence of Section 2 shall be amended to read: Option. The option to lease the Property may be exercised by Lessee at any time within the first 18 months of the Date of Agreement ("Option Period") by providing Lessor with written notice of Lessee's intent.

The first sentence of Section 3 shall be amended to read: Permitted Use. The location on the Lessor's Property which Lessee is obtaining the option to lease for the purpose of occupying and installing its Communication Facilities is the 30' x 20' portion of the Property described on Exhibit B as "proposed 30'x20' lease parcel" which shall be referred to as the "Site".

Section 3(a) shall be amended to read: Lessee shall have the right, at its expense, to install, construct, reconstruct and maintain on the Site communication facilities including, without limitation, radio and other communication transmitting and receiving antennas, support mounts, cables, equipment, equipment storage structures and other improvements relating thereto (collectively the "Communication Facilities"). Lessee shall have the right to modify, supplement, replace, upgrade or relocate the Communication Facilities on the Site at any time during the term of the lease so long as said relocation, replacement or upgrade is made for the purpose of improving the operation of its Communication Facilities, with prior written consent of Lessor, which shall not be unreasonably withheld. The Communication Facilities shall be designed in a way that is compatible with the existing mining buildings and structures on the property, and generally in conformance with plans, drawings and projections previously given to Lessor by Lessee.

Section 3(b) shall be amended to read: Lessee shall be entitled to reasonable access to the Site 24 hours a day, seven days per week provided however, except in the case of an emergency, Lessee shall notify Lessor in advance of Lessee's proposed construction, maintenance or repair activities to be performed on the Site in order to coordinate said activities with Lessor's operations. Lessee agrees that access to the Site shall be by the route described as "Access Route" as described on Exhibit B, unless the parties mutually agree in writing that a different access route will be used. If necessary, Lessee shall be entitled to construct an access route on the Property to serve the Communication Facilities.

Section 4 shall be amended to read: Term. This Lease, if executed, shall be for a term of five years ("Lease Term"). And shall commence on the date that the Lessee places its written notice to Lessor in the mailbox, postage paid, return receipt requested of its intent to execute its right to lease the Property together with a check in the amount of the first month's rent. In no event shall Lessee's notice to Lessor be later than 30 days after the issuance of a building permit to construct the Communication Facilities. Lessee shall have a right to renew the Lease Term four additional terms at five year terms each (each being a "Renewal Term").

Section 5(b) shall be amended to read: Lessee shall pay, as additional rent, any increase in real property taxes levied against the Property, which is reasonably attributable to Lessee's use of the site, and Lessor agrees to furnish proof of such increase to Lessee.

Section 7(b) shall be amended to read: Lessor warrants to Lessee the use and quiet enjoyment of the Site. Lessor agrees that it shall not use, nor shall it permit its tenants, Lessees, employees, invitees or agents to use, any portion of the Property in any way which would unreasonably interfere with the operation of the Site by Lessee, provided that continued use by Lessor or Existing Tenants in the same manner as existed at the time the Lease was executed shall not constitute interference with Lessee's operations. The rights of Lessor, its tenants or licensees include specifically, but not by way of limitation, the proposed use by the Friends of the Cumbres and Toltec Railroad, the live steam engine, and the Pikes Peak Antique Machinery Days. Lessor acknowledges that the proposed uses described herein do not physically encroach upon the Site.

Section 8(a) shall be amended to read: Lessee will be solely responsible for and will defend, indemnify and hold Lessor, its agents, and employees harmless from and against any and all direct claims, costs, and liabilities, including reasonable attorneys' fees and costs, arising out of or in connection with the removal, cleanup or restoration of the property associated with the Lessee's use of Hazardous Materials. Lessee will handle, treat, store and dispose of hazardous materials in full compliance with all applicable laws, rules, regulations and ordinances.

Section 8(d) shall be amended to read: The RF energy radiated by Lessee at the Site shall not exceed that permitted by any applicable law or regulation.

Section 8(e) shall be added as follows: 8(e) The obligations of this section eight shall survive the expiration or other termination of this Agreement.

The first sentence of Section 9 shall be amended as follows: Insurance/Indemnification/Eminent Domain. Lessee shall maintain at its expense commercial general liability insurance listing Lessor as an additional insured covering actions by Lessee providing for a limit of not less than \$1,000,000.00 single limits, bodily injury and/or property damage combined, for damages arising out of bodily injuries to or death of all persons and for damages to or destruction of property, including the loss of use thereof.

Section 10(a) shall be amended to read: Upon Lessor's written consent, which shall not be unreasonably withheld, Lessee may assign this Lease, in part or in whole, including its right to renew, to any person or business entity with a net asset value of \$5,000,000 which is licensed by the Federal Communications Commission.

The following subsection shall be added to Section 10: Section 10(e): Upon Lessor's written consent, which shall not be unreasonably withheld, Lessee may sublet and assign this Lease, or portion thereof, to a third party ("sublessee") provided Lessee pays Lessor [redacted] of any rent collected by Lessee from such sublessee. In no event shall the rental payments to the Landlord under any sublease to a third party be less than [redacted] of the rent due under this lease.

March 16, 2004

Via Certified Return Receipt

Western Museum of Mining & Industry
Attn: Linda LeMieux, President
1025 North Gate Road
Colorado Springs, CO 80921

RE: DN63XC091, 1025 Northgate Road, Colorado Springs, CO - Notification by Sprint Spectrum, L.P. ("Sprint")

Dear Ms. LeMieux :

I am writing to you on behalf of Sprint which has recently entered into an agreement with Qwest Wireless, LLC to offer Qwest Wireless customers national cellular telephone service. As a result of this agreement, Qwest intends to assign all of its rights, interest and obligations in the Lease to Sprint or one of its affiliates.

As a result of this assignment, Sprint will be modifying its communication equipment, cables, accessories and any other items necessary to achieve the successful integration of Qwest Wireless users over to Sprint. This activity will involve the installation of additional equipment, cables, accessories and the subsequent maintenance of the facility. It is anticipated that some or all of the existing Qwest Wireless equipment will be removed within twelve months of the Sprint modification. Consistent with the agreement governing the referenced site, we are seeking your documented consent to proceed to make these changes. To assist in the work to be done, we ask that you please return the enclosed form "Confirmation of Consent" to us within five (5) days from your receipt of this letter. To help with the timely return of the signed consent (please see enclosed), we have provided a stamped, self-addressed envelope for its easy mailing.

Sprint appreciates your assistance in the continuing operation of this wireless communications facility.

Thank you for your attention to this matter. If you need any further information or have any questions, please call me at (720) 932-8630 ext 203.

Sincerely,

R.C. Powell
Richard Connor Riley & Associates

CONSENT TO SITE LICENSE

This Consent to Site License is made this 29 day of August, 2001 by and between the Western Museum of Mining and Industry, a Colorado corporation ("WMI") and Qwest Wireless, L.L.C., a Colorado limited liability company ("Qwest").

RECITALS:

1. WMI and Qwest are parties to an Option and Site Lease Agreement dated May 27, 1997 (the "Agreement"). Qwest and AT&T Wireless Services, Inc. ("AT&T") are parties to a Master Antenna Agreement dated October 6, 1997. Qwest has requested WMI's consent to permit AT&T to install communication transmitting and receiving antennas, and relating equipment on the Site leased by Qwest under the Option and Site Lease Agreement. WMI is willing to consent to the Site License Agreement subject to the terms and conditions hereof.

Now therefore in consideration of mutual covenants and agreements contained herein the parties agree as follows:

- A. WMI hereby consents to Qwest's subleasing a portion of the tower and equipment shelter to AT&T for the express purpose of permitting AT&T to install communications, transmitting and receiving antennas on the monopole, and the related equipment cabinets in the equipment shelter. Notwithstanding this Consent to the License Agreement, Qwest shall remain fully responsible and liable to WMI under the terms of the Option and Site Lease Agreement for all obligations and liabilities of Qwest under the same.
- B. Each month during the remainder of the initial lease term, Qwest shall pay rent to WMI in accordance with Section 10(e) of the Option and Site Lease Agreement in the event that AT&T does not occupy the Site for any or all of the renewal options under the Option and Site Lease Agreement. Rent shall revert to the terms set forth Qwest as of the date that AT&T removes its equipment from the Site. Notwithstanding the foregoing, Qwest is not obligated to renew the Option and Site Lease Agreement. All renewal options thereunder remain wholly subject to Qwest's discretion.

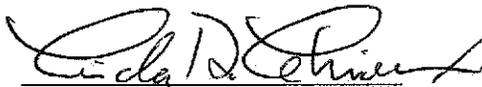
IN WITNESS THEREOF, the parties have executed this Consent to Sublease the date first written.

LESSOR:

Western Museum of Mining and Industry.

BY:

ITS:



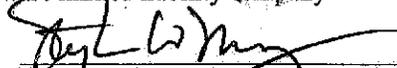
 President

LESSEE:

Qwest Wireless, L.L.C.,
A Delaware limited liability company

BY:

ITS:



 Senior Vice President
 Operations & Engineering

FIRST AMENDMENT TO OPTION AND SITE LEASE AGREEMENT

The attached Option and Site Lease Agreement made and entered into this 27th day of May, 1997, by and between Western Museum of Mining and Industry ("Lessor") and U S WEST Wireless, L.L.C., a Delaware limited liability company, ("Lessee") of which this Amendment is made a part, is hereby amended and supplemented as follows:

Exhibit A dated 6/2/97 is amended and supplemented by Exhibit A-1-legal description, lease parcel prepared 2/10/98 by L. J. Ludeman, PLS.

Exhibit B dated 8/25/97 is hereby replaced with 11 x 17 survey copy showing lease parcel and on-site as built.

Witnesseth:

|
|

*Signatures

In witness whereof, the parties hereto have executed this instrument by proper persons thereunto duly authorized so to do on the day and year first herein above written.

LESSOR:

LESSEE:

Western Museum of Mining and Industry

U S WEST Wireless, L.L.C., a
Delaware limited liability company



By: 

By: Linda D. LeMieux
Its: President

Its: CFO

Federal Tax ID or Social Security No.

ADDENDUM TO OPTION AND SITE LEASE AGREEMENT

The attached Option and Site Lease Agreement made and entered into this 27th day of May, 1997, by and between the Western Museum of Mining and Industry, a Colorado corporation ("Lessor") and U S West Communications Wireless Group, a division of U S West Communications, Inc., a Colorado Corporation, ("Lessee") of which this Addendum is made a part, is hereby amended and supplemented as follows:

Witnesseth:

The first "WHEREAS" clause of the lease shall be amended to read: WHEREAS, Lessor is the owner of certain real property including building(s) more particularly described on Exhibit A attached hereto and made a part hereof by this reference ("Lessor's Property"); WHEREAS, Lessee wishes to place Communication Facilities on a portion of Lessor's Property as more particularly described on Exhibit B attached hereto and made a part hereof by this reference (the "Property").

The first sentence of Section 2 shall be amended to read: Option. The option to lease the Property may be exercised by Lessee at any time within the first 18 months of the Date of Agreement ("Option Period") by providing Lessor with written notice of Lessee's intent.

The first sentence of Section 3 shall be amended to read: Permitted Use. The location on the Lessor's Property which Lessee is obtaining the option to lease for the purpose of occupying and installing its Communication Facilities is the 30' x 20' portion of the Property described on Exhibit B as "proposed 30'x20' lease parcel" which shall be referred to as the "Site".

Section 3(a) shall be amended to read: Lessee shall have the right, at its expense, to install, construct, reconstruct and maintain on the Site communication facilities including, without limitation, radio and other communication transmitting and receiving antennas, support mounts, cables, equipment, equipment storage structures and other improvements relating thereto (collectively the "Communication Facilities"). Lessee shall have the right to modify, supplement, replace, upgrade or relocate the Communication Facilities on the Site at any time during the term of the lease so long as said relocation, replacement or upgrade is made for the purpose of improving the operation of its Communication Facilities, with prior written consent of Lessor, which shall not be unreasonably withheld. The Communication Facilities shall be designed in a way that is compatible with the existing mining buildings and structures on the property, and generally in conformance with plans, drawings and projections previously given to Lessor by Lessee.

Section 3(b) shall be amended to read: Lessee shall be entitled to reasonable access to the Site 24 hours a day, seven days per week provided however, except in the case of an emergency, Lessee shall notify Lessor in advance of Lessee's proposed construction, maintenance or repair activities to be performed on the Site in order to coordinate said activities with Lessor's operations. Lessee agrees that access to the Site shall be by the route described as "Access Route" as described on Exhibit B, unless the parties mutually agree in writing that a different access route will be used. If necessary, Lessee shall be entitled to construct an access route on the Property to serve the Communication Facilities.

Section 4 shall be amended to read: Term. This Lease, if executed, shall be for a term of five years ("Lease Term"). And shall commence on the date that the Lessee places its written notice to Lessor in the mailbox, postage paid, return receipt requested of its intent to execute its right to lease the Property together with a check in the amount of the first month's rent. In no event shall Lessee's notice to Lessor be later than 30 days after the issuance of a building permit to construct the Communication Facilities. Lessee shall have a right to renew the Lease Term four additional terms at five year terms each (each being a "Renewal Term").

Section 5(b) shall be amended to read: Lessee shall pay, as additional rent, any increase in real property taxes levied against the Property, which is reasonably attributable to Lessee's use of the site, and Lessor agrees to furnish proof of such increase to Lessee.

Section 7(b) shall be amended to read: Lessor warrants to Lessee the use and quiet enjoyment of the Site. Lessor agrees that it shall not use, nor shall it permit its tenants, Lessees, employees, invitees or agents to use, any portion of the Property in any way which would unreasonably interfere with the operation of the Site by Lessee, provided that continued use by Lessor or Existing Tenants in the same manner as existed at the time the Lease was executed shall not constitute interference with Lessee's operations. The rights of Lessor, its tenants or licensees include specifically, but not by way of limitation, the proposed use by the Friends of the Cumbres and Toltec Railroad, the live steam engine, and the Pikes Peak Antique Machinery Days. Lessor acknowledges that the proposed uses described herein do not physically encroach upon the Site.

Section 8(a) shall be amended to read: Lessee will be solely responsible for and will defend, indemnify and hold Lessor, its agents, and employees harmless from and against any and all direct claims, costs, and liabilities, including reasonable attorneys' fees and costs, arising out of or in connection with the removal, cleanup or restoration of the property associated with the Lessee's use of Hazardous Materials. Lessee will handle, treat, store and dispose of hazardous materials in full compliance with all applicable laws, rules, regulations and ordinances.

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Section 8(e) shall be added as follows: 8(e) The obligations of this section eight shall survive the expiration or other termination of this Agreement.

The first sentence of Section 9 shall be amended as follows: Insurance/Indemnification/Eminent Domain. Lessee shall maintain at its expense commercial general liability insurance listing Lessor as an additional insured covering actions by Lessee providing for a limit of not less than \$1,000,000.00 single limits, bodily injury and/or property damage combined, for damages arising out of bodily injuries to or death of all persons and for damages to or destruction of property, including the loss of use thereof.

Section 10(a) shall be amended to read: Upon Lessor's written consent, which shall not be unreasonably withheld, Lessee may assign this Lease, in part or in whole, including its right to renew, to any person or business entity with a net asset value of \$5,000,000 which is licensed by the Federal Communications Commission.

The following subsection shall be added to Section 10: Section 10(e): Upon Lessor's written consent, which shall not be unreasonably withheld, Lessee may sublet and assign this Lease, or portion thereof, to a third party ("sublessee") provided Lessee pays Lessor [REDACTED] of any rent collected by Lessee from such sublessee. In no event shall the rental payments to the Landlord under any sublease to a third party be less than fifty percent (50%) of the rent due under this lease.

ADDENDUM TO OPTION AND SITE LEASE AGREEMENT, CONTINUED

Section 11(d) shall be added as follows: 11(d) Upon termination or expiration of this Agreement, Lessee shall at its sole expense remove all equipment, facilities and material from the site and return the site to its original condition, including regrading and revegetation.

In witness whereof, the parties have executed this instrument by proper persons thereunto duly authorized so to do on the day and year first herein above written.

LESSOR:

Western Museum of Mining and Industry

BY: *Coda A. Quinn*
ITS: President
6/2/97

LESSEE:

U S WEST Communications, Inc.

BY: *Shirley Jattler*
ITS: Attorney-in-Fact

U S WEST Communications Wireless Group

BY: *John H. Sommer*
ITS: V.P. OPERATIONS & ENGINEERING

OPTION AND SITE LEASE AGREEMENT

THIS OPTION AND SITE LEASE AGREEMENT (this "Agreement") is entered into this 27th day of May, 1997 ("Date of Agreement") by and between Western Museum of Mining and Industry, a Colorado corporation ("Lessor") and U S WEST COMMUNICATIONS WIRELESS GROUP, a division of U S WEST Communications, Inc., a Colorado Corporation ("Lessee") whose address is 1999 Broadway, Tenth Floor, Denver, Colorado 80202.

WHEREAS, Lessor is the owner of certain real property including building(s) and Lessee wishes to place communications equipment on Lessor's property as more particularly described in Exhibit A attached hereto and made a part hereof by this reference ("Property"); and

WHEREAS, Lessee desires to obtain an option on the Property for the purpose of occupying and installing its Communication Facilities as more specifically set forth below.

WHEREFORE, Lessor and Lessee agree as follows:

1. Lessor for and in consideration of [REDACTED], the receipt whereof is hereby acknowledged, does hereby grant and convey unto Lessee, its successors, assigns, and agents an Option to lease the Property for the Permitted Use as set forth in paragraph three below.

2. Option. The option to lease Lessor's Property may be exercised by Lessee at any time within the first 18 months of the Date of Agreement ("Option Period") by providing Lessor with written notice of Lessee's intent. Lessor agrees that Lessee may extend the Option Period by six additional months by providing Lessor with written notice prior to the expiration of the original Option Period and by paying Lessor, at the time Lessee requests the extension, an additional sum of [REDACTED].

3. Permitted Use. The location on Lessor's Property which Lessee is occupying and installing its facilities shall be referred to as the "Site".

(a) Lessee shall have the right, at its expense, to install, construct, reconstruct and maintain on the Site communication facilities including, without limitation, radio and other communication transmitting and receiving antennas, support mounts, cables, equipment, equipment storage structures and other improvements relating thereto (collectively the "Communication Facilities"). Lessee shall have the right to modify, supplement, replace, upgrade or relocate the Communication Facilities on the Property at any time during the term of the lease so long as said relocation, replacement or upgrade is made for the purpose of improving the operation of its Communication Facilities, with prior written consent of Lessor, which shall not be unreasonably withheld.

(b) Lessee shall be entitled to reasonable access to the Site 24 hours a day, seven days per week, and shall have all additional rights of access, ingress and egress to and from each Site, provided however, except in the case of an emergency, Lessee shall notify Lessor in advance of Lessee's proposed construction, maintenance or repair activities to be performed on the Site in order to coordinate said activities with Lessor's operations.

(c) Lessee shall pay any incremental additional utility charges to the Site incurred as a result of Lessee's Permitted Use. Lessee shall have a right, at its expense, to install or improve utilities within or on the Property to service this Site.

4. Term. This Lease, if executed, shall be for a term of five years ("Lease Term"). And shall commence on the date that the Lessee places its written notice to Lessor in the mailbox, return receipt requested of its intent to execute its right to lease the Property. Lessee shall have a right to renew the Lease Term four additional terms at five year terms each (each being a "Renewal Term").

5. Rent.

(a) Each month during the initial Lease Term Lessee shall pay [REDACTED] ("Lease Payment") to Lessor as Rent. Said rent shall be payable in advance to Lessor on or before the first day of each calendar month. Each additional Lease Renewal Term shall be paid as follows.

Renewal Term 1 - Year 6 - 10	[REDACTED] Month
Renewal Term 2 - Year 11 - 15	[REDACTED] Month
Renewal Term 3 - Year 16 - 20	[REDACTED] Month
Renewal Term 4 - Year 21 - 25	[REDACTED] Month

(b) Lessee shall pay, as additional rent, any increase in real property taxes levied against the site, which is directly attributable to Lessee's use of the site, and Lessor agrees to furnish proof of such increase to Lessee.

6. Due Diligence. During the Option Period and any option extension, Lessee, its agents, engineers, contractors shall have the right to enter upon Lessor's Property to inspect, examine, sample and conduct all engineering tests or studies of the Site, to apply for and obtain all licenses and permits required for the Lessee's Permitted Use from all applicable governmental or regulatory entities, and otherwise do those things on the Site that, in the opinion of Lessee, are necessary to determine the physical condition of the Site, Lessor's title to the Site and the feasibility or suitability of the Site for Lessee's Permitted Use, all at Lessee's expense. Lessee shall not be liable to Lessor or any third party on account of any pre-existing defect or condition on or with respect to the Site, whether or not such defect or condition is disclosed by Lessee's inspection, although Lessee shall be responsible for any damage, loss or destruction to the Site as a result of the actions of its employees, representatives or agents during the due diligence activities.

7. Interference.

(a) Lessee shall not use the Site in any way that interferes with the existing use by: (i) Lessor or (ii) tenants or licensees of Lessor holding rights to such Site on the date of this Agreement ("Existing Tenants").

(b) Lessor warrants to Lessee the use and quiet enjoyment of the Site. Lessor agrees that it shall not use, nor shall it permit its tenants, Lessees, employees, invitees or agents to use, any portion of the Property in any way which would interfere with the operation of Lessee, provided that continued use by Lessor or Existing Tenants in the same manner as existed at the time the Lease was executed shall not constitute interference with Lessee's operations.

8. Environmental Matters.

(a) Lessee will be solely responsible for and will defend, indemnify and hold Lessor, its agents, and employees harmless from and against any and all direct claims, costs, and liabilities, including reasonable attorneys' fees and costs, arising out of or in connection with the cleanup or restoration of the property associated with the Lessee's use of Hazardous Materials.

(b) Lessor will be solely responsible for and will defend, indemnify, and hold Lessee, its agents, and employees harmless from and against any and all direct claims, costs, and liabilities, including reasonable attorneys' fees and costs, arising out of or in connection with the removal, cleanup, or restoration of the property with respect to Hazardous Materials from any and all sources other than those Hazardous Materials introduced to the property by Lessee.

(c) "Hazardous Materials" means asbestos or any hazardous substance, waste or materials as defined in any federal, state, or local environmental or safety law or regulation including, but not limited to, CERCLA.

(d) The obligations of this section eight shall survive the expiration or other termination of this Agreement.

9. Insurance/Indemnification/Eminent Domain. Lessee shall maintain at its expense commercial general liability insurance covering actions by Lessee providing for a limit of not less than \$1,000,000.00 single limits, bodily injury and/or property damage combined, for damages arising out of bodily injuries to or death of all persons and for damages to or destruction of property, including the loss of use thereof. Coverage shall include independent contractor's protection, premises-operations, products/completed operations and contractual liability with respect to the liability assumed by Lessee hereunder. Lessor and Lessee shall look solely to insurance for loss due to any damage which is covered by insurance and neither party's insurance company shall be subrogated to a claim against the other party. In the event Lessee is self insured, Lessee shall supply Lessor with a certificate of self-insurance which complies with the policy limitations set forth above. Each party shall indemnify and defend the other against loss from their negligent acts and that negligent act of their employees agents, licensees, and invitees. The parties shall share in a condemnation award in proportion to their interest in the Property taken.

10. Assignment and Subleasing.

(a) Upon Lessor's written consent, which shall not be unreasonably withheld, Lessee may assign this Lease, in part or in whole, including its right to renew, to any person or business entity which is licensed by the Federal Communications Commission.

(b) Lessee may sublet and assign this Lease, or portion thereof, and its other rights hereunder to any person or business entity which is a parent, subsidiary or affiliate of Lessee without Lessor's consent.

(c) Upon notification to Lessor of any assignment, Lessee shall be relieved of all performance, liabilities and obligations under this Option and Site Lease Agreement.

(d) In the event Lessor elects to permit another communications user the right to use any of Lessor's Property, Lessor agrees to notify Lessee thirty (30) days prior to the issuance of such authority for the purpose of determining whether the third party communications user will interfere with Lessee's use or intended use of the Site. Should Lessee notify Lessor in writing that the third party communications will interfere with Lessee's operations, then Lessor agrees not to permit the third party communications user the right to use the Site. Lessee's consent shall not be unreasonably withheld.

11. Termination. This Option and Site Lease Agreement may be terminated as follows:

(a) by Lessor if Lessee fails to cure a default for payment of amounts due hereunder within thirty (30) days after Lessee's receipt of written notice of default from Lessor;

(b) by the non-defaulting party if the other party defaults (other than a default described in Section 11(a) above) and fails to cure such default within sixty (60) days after written notice of such default is received by the defaulting party from the non-defaulting party; provided, however, that if such default is capable of being cured, the Lease may not be terminated so long as the defaulting party commences appropriate curative action within such sixty (60) day period and thereafter diligently prosecutes such cure to completion as promptly as possible;

(c) Lessee may terminate for cause upon the giving of sixty days' written notice to Lessor if Lessee determines the Property is not appropriate for locating Lessee's communication equipment for technological reasons, including, but not limited to signal interference.

12. Successors and Assigns. This Agreement shall run with the Property and shall be binding upon and inure to the benefit of the parties, their respective successors, personal representatives and assigns.

13. Representation and Warranties. Each party covenants and warrants to the other that (i) it has full right, power and authority to execute this Option and Site Lease Agreement and has the power to grant all rights hereunder; (ii) its execution and performance of this Agreement will not violate any laws, ordinances, covenants, or the provisions of any mortgage, lease or other agreement binding on said party; and (iii) the execution and delivery of this Agreement, and the performance of its obligations hereunder, have been duly authorized by all necessary personnel or corporate officers and do not violate any provisions of law or the party's certificate of incorporation or bylaws or any other arrangement, provision of law or court order or decree.

14. Notices. All notices, requests, demands and other communications hereunder shall be in writing and shall be deemed given if personally delivered, or mailed by certified mail, return receipt requested, to the following addresses:

If to Lessor, to:
Western Museum of Mining and Industry
1025 North Gate Road
Colorado Springs, CO 80921
Attention: Linda Lemieux

If to Lessee, to:
U S WEST Communications, Inc.
C/O U S WEST Business Resources, Inc.
188 Inverness Drive West, Suite 420
Englewood, Colorado 80112
Attention: PSL Manager/PCS Real Estate

with a copy to:

with a copy to:
U S West Communications Wireless Group
12121 Grant, Suite 201
Thornton, Colorado 80241
Attention: Regional Real Estate Manager

15. Miscellaneous.

(a) This Option and Site Lease Agreement shall constitute the entire agreement and understanding of the parties with respect to the Property that is the subject matter thereof and supersedes all offers, negotiations and other agreements with respect thereto. There are no representations or understandings of any kind not set forth herein. Any amendment to this Agreement must be in writing and executed by both parties.

(b) Any claim, controversy or dispute arising out of this Agreement shall be settled by arbitration in accordance with the applicable rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The arbitration shall be conducted in the county where the property is located. There shall be no discovery other than the exchange of information which is provided to the arbitrator by the parties. The arbitrator shall have the authority only to award compensatory damages and shall not have authority to award punitive damages or other noncompensatory damages; the parties hereby waive all rights to and claims for monetary awards other than compensatory damages.

(c) Either party hereto that is represented in this transaction by a broker, agent or commission salesperson (a "Representative") shall be fully and exclusively responsible for the payment of any fee, commission or other compensation owing to such Representative, and shall indemnify and hold the other party harmless from and against any claim to a fee, commission or other compensation asserted by such Representative, including reasonable attorneys' fees and costs incurred in defending such claim.

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

(e) By executing this Agreement, the parties are not establishing any joint undertaking, joint venture or partnership. Each party shall be deemed an independent contractor and shall act solely for its own account.

The parties have entered into this Agreement as of the date first stated above.

LESSOR:

Western Museum of Mining and Industry

BY: *C. Dale D. ...*
ITS: President
6/21/97

Federal Tax I.D. No. [REDACTED]

LESSEE:

U S WEST Communications, Inc.

BY: *Shirley ...*
ITS: Attorney-in-Fact

U S WEST Communications Wireless Group

BY: *[Signature]*
ITS: V.P. OPERATIONS & ENGINEERING

EXHIBIT A-1

**SITE NUMBER: CSP-183D
SITE NAME: WESTERN MUSEUM OF MINING & INDUSTRY**

LEGAL DESCRIPTION, PROPOSED LEASE PARCEL

A PARCEL OF LAND LOCATED IN THE NORTHWEST QUARTER OF SECTION 7, TOWNSHIP 12 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF EL PASO, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THAT CERTAIN TRACT OF LAND DESCRIBED IN DEED RECORDED IN BOOK 2948 AT PAGE 996, RECORDS OF THE EL PASO COUNTY CLERK AND RECORDER, AND CONSIDERING THE SOUTHERLY LINE OF SAID TRACT TO BEAR N. 55°14'48" E. WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO;

THENCE N. 47°16'04" E., A DISTANCE OF 743.71 FEET TO THE POINT OF BEGINNING;

THENCE N. 37°00'00" E., A DISTANCE OF 17.00 FEET;

THENCE S. 53°00'00" E., A DISTANCE OF 40.00 FEET;

THENCE N. 37°00'00" E., A DISTANCE OF 8.50 FEET;

THENCE S. 53°00'00" E., A DISTANCE OF 23.00 FEET;

THENCE S. 37°00'00" W., A DISTANCE OF 34.00 FEET;

THENCE N. 53°00'00" W., A DISTANCE OF 23.00 FEET;

THENCE N. 37°00'00" E., A DISTANCE OF 8.50 FEET;

THENCE N. 53°00'00" W., A DISTANCE OF 40.00 FEET TO THE

POINT OF BEGINNING.

CONTAINS 1,462 SQUARE FEET, OR 0.0336 ACRES, MORE OR LESS.

PREPARED FEBRUARY 10, 1998 BY L.J. LUDEMAN, PLS
4100 E. MISSISSIPPI AVE.
GLENDALE, CO 80246


Owners Initials



Exhibit A - Lessor's Property
Site CSP 183.4

The Lessor's Property, owned by Western Museum of Mining and Industry, a Colorado corporation, is situated at 1025 North Gate Road, El Paso County, Colorado and is more particularly described as follows:

LEGAL DESCRIPTION AS RECITED IN DEED RECORDED IN EL PASO COUNTY CLERK AND RECORDER'S OFFICE IN BOOK 2948 AT PAGE 896 THROUGH 898 (PERIMETER ONLY, VERBATIM):

A PORTION OF THE SOUTHWEST ONE-QUARTER (SW1/4) OF SECTION 6 AND THE NORTHWEST ONE-QUARTER (NW1/4) OF SECTION 7, TOWNSHIP 12 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, EL PASO COUNTY, COLORADO, DESCRIBED AS FOLLOWS:

COMMENCING AT THE WEST SECTION CORNER COMMON TO SECTIONS 6 AND 7; THENCE S89°38'20"E. (A BEARING RELATIVE TO THE BEARING SYSTEM OF THE UNITED STATES AIR FORCE ACADEMY (USAFA) BOUNDARY SURVEY DRAWING BY R. KEITH HOOK AND ASSOCIATES, INC., DATED OCTOBER 15, 1970 AND TO ALL OTHER BEARINGS HEREIN.) ALONG THE SECTION LINE COMMON TO SAID SECTIONS 6 AND 7, A DISTANCE OF 445.15 FEET TO INTERSECT SAID USAFA BOUNDARY AND BEING THE POINT OF BEGINNING OF THE TRACT TO BE DESCRIBED HEREBY;

1. THENCE N40°08'20"E., ALONG SAID USAFA BOUNDARY, A DISTANCE OF 33.05 FEET TO USAFA BOUNDARY MONUMENT NO. 41 (USAFA BDY 41);
2. THENCE N25°10'03"W., ALONG SAID USAFA BOUNDARY, A DISTANCE OF 38.90 FEET TO INTERSECT THE SOUTHERLY RIGHT-OF-WAY LINE OF NORTHGATE ROAD (EL PASO COUNTY HIGHWAY NO. 52) AS DESCRIBED IN BOOK 1728 AT PAGE 449 UNDER RECEPTION NO. 102440 OF THE RECORDS OF SAID EL PASO COUNTY;
3. THENCE N65°19'40"E., ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID NORTHGATE ROAD, A DISTANCE OF 406.80 FEET TO A POINT OF CURVE;
4. THENCE NORTHEASTERLY AND SOUTHEASTERLY ON A CURVE TO THE RIGHT, ALONG THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF NORTHGATE ROAD, HAVING A RADIUS OF 237.94 FEET, THROUGH A CENTRAL ANGLE OF 128°00'00", AN ARC LENGTH OF 531.58 FEET AND A CHORD BEARING S50°40'20"E., A DISTANCE OF 427.72 FEET TO A POINT OF TANGENCY;
5. THENCE S13°19'40"W., ALONG THE WESTERLY RIGHT-OF-WAY LINE OF SAID NORTHGATE ROAD, A DISTANCE OF 160.00 FEET TO A POINT OF CURVE;
6. THENCE SOUTHERLY AND NORTHEASTERLY ON A CURVE TO THE LEFT, ALONG THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF SAID NORTHGATE ROAD, HAVING A RADIUS OF 337.94 FEET, THROUGH A CENTRAL ANGLE OF 128°00'00", AN ARC LENGTH OF 754.87 FEET AND A CHORD BEARING S50°40'20"E., A DISTANCE OF 607.48 FEET TO A POINT OF TANGENCY;
7. THENCE LEAVING THE TANGENT LINE AND THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF SAID NORTHGATE ROAD ON A BEARING OF S54°49'40"W., A DISTANCE OF 1354.68 FEET TO THE NORTHEASTERLY BOUNDARY OF SAID USAFA;
8. THENCE N25°23'25"W., ON SAID NORTHEASTERLY USAFA BOUNDARY, A DISTANCE OF 587.75 FEET TO USAFA BDY NO. 38;
9. THENCE N06°00'45"E., ON SAID USAFA BOUNDARY, A DISTANCE OF 653.42 FEET TO USAFA BDY NO. 38;
10. THENCE N40°02'20"E., ON SAID USAFA BOUNDARY, A DISTANCE OF 236.75 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED TRACT CONTAINS 26.823 ACRES, MORE OR LESS.

LDL
Owner Initials

JS
U.S. West Initials

6/2/97

Exhibit B - Property (Lease Parcel)
Site CSP 183.4

The Property, owned by Western Museum of Mining and Industry, a Colorado corporation, is situated at 1025 North Gate Road, El Paso County, Colorado and is more particularly described as follows:

A PARCEL OF LAND LOCATED IN THE NORTHWEST QUARTER OF SECTION 7, TOWNSHIP 12 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF EL PASO, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THAT CERTAIN TRACT OF LAND DESCRIBED IN DEED RECORDED IN BOOK 2948 AT PAGE 996, RECORDS OF THE EL PASO COUNTY CLERK AND RECORDER, AND CONSIDERING THE SOUTHERLY LINE OF SAID TRACT TO BEAR N. 53°14'48" E. WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO;

THENCE N. 47°04'05" E., A DISTANCE OF 735.41 FEET TO THE POINT OF BEGINNING;

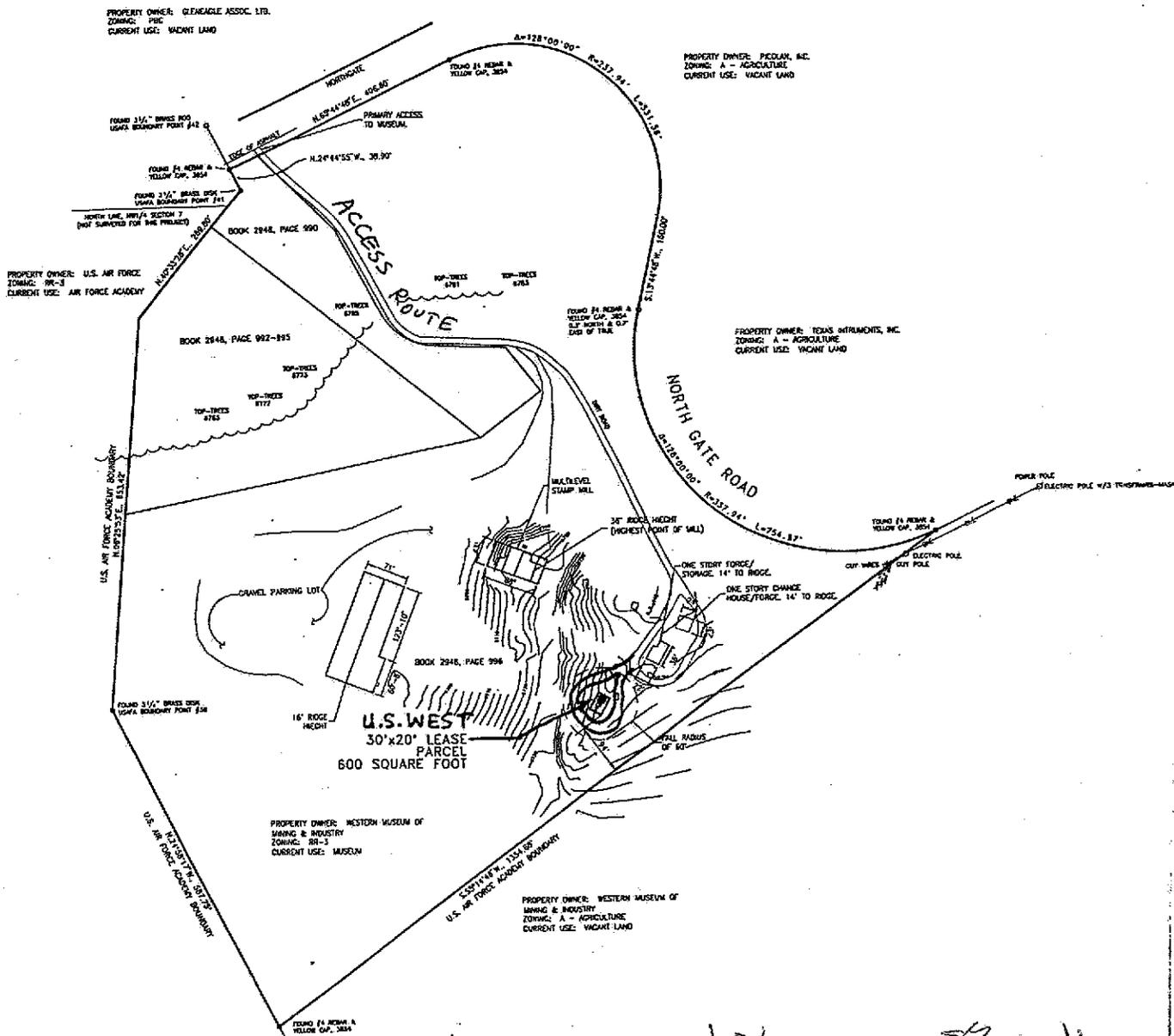
THENCE N. 30°00'00" E., A DISTANCE OF 30.00 FEET TO A POINT;

THENCE S. 60°00'00" E., A DISTANCE OF 20.00 FEET TO A POINT;

THENCE S. 30°00'00" W., A DISTANCE OF 30.00 FEET TO A POINT;

THENCE N. 60°00'00" W., A DISTANCE OF 20.00 FEET TO THE POINT OF BEGINNING.

CONTAINS 600 SQUARE FEET, OR 0.0138 ACRES, MORE OR LESS.



LICENSE AGREEMENT

This License Agreement (this "Agreement") is entered into as of June 25, 2004 (the "Effective Date"), by and between Qwest Wireless, L.L.C., a Delaware limited liability company ("Qwest"), and Sprint Spectrum, L.P., a Delaware limited partnership ("Sprint"). Qwest and Sprint are sometimes referred to individually as a "Party," and together as the "Parties." Capitalized terms not otherwise defined in this Agreement shall have the same meaning as provided for in the Purchase Agreement (as that term is defined below).

RECITALS

WHEREAS, Qwest and Sprint entered into a Private Label PCS Services Agreement (the "Wholesale Agreement"), dated August 3, 2003;

WHEREAS, pursuant to the Wholesale Agreement, Qwest will migrate its wireless telephone customers ("Qwest Customers") onto Sprint's PCS network (the "Migration");

WHEREAS, the target date for completing the Migration as contemplated by the Wholesale Agreement is currently uncertain;

WHEREAS, Qwest and Sprint entered into an Asset Purchase Agreement dated March 26, 2004 (the "Purchase Agreement");

WHEREAS, pursuant to the Purchase Agreement, Sprint has acquired Qwest's interests in certain Site Agreements (as defined in the Purchase Agreement) pertaining to wireless communications facilities, including, but not limited to, those cellular tower sites described in the Site Agreements as set forth in Exhibit 1 (the "Sites");

WHEREAS, pursuant to the Purchase Agreement, Sprint has acquired certain equipment located at the Sites (the "Purchased Equipment") used by Qwest to service the Qwest customers;

WHEREAS, Sprint desires to grant Qwest a nonexclusive and irrevocable right and license to access, maintain and continue operating the Purchased Equipment for the purpose of serving the Qwest Customers until the Migration is completed, all on the terms and subject to the conditions set forth herein; and

WHEREAS, the parties desire that Qwest be able to continue to provide cellular telephone service directly to the Qwest Customers during the Migration and minimize any disruptions that may be attendant to the Migration;

NOW, THEREFORE, in consideration for the mutual promises set forth in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Term and Termination.**

a. The term of this Agreement shall commence on the Effective Date and continue with respect to each Site until its Migration Completion Date (the "Term"), unless sooner terminated as provided herein or by written agreement between the parties. The Migration Completion Date for each Site shall be the earlier of the date (i) when a "hot cut" is completed with respect to such Site or (ii) when all of Qwest's line ranges that are serving Qwest Customers at such Site are transferred to Sprint. In all events, the License with respect to each Site will be subordinate and subject to the relevant Site Agreement and in no event will the License extend beyond Sprint's access rights under any Site Agreement.

b. (1) If by July 1, 2005 (the "Outside Migration Date") the Migration at a Site has not occurred despite the good faith efforts of Qwest and Sprint, but the following conditions are satisfied:

(a) Qwest is still serving Qwest Customers at the Site in question; and

(b) Continued occupancy is permitted at such Site by the Site Agreement and/or Owner as applicable;

then Qwest will be allowed to remain at the Site following the Outside Migration Date, provided Qwest timely enters into a Collocation Agreement consistent with the terms of the Reciprocal Joint Use Agreement between Sprint and U S WEST Communications Wireless Group dated March 14, 1997, as subsequently amended. Qwest's collocation right under this Section 1(b) is not assignable. Nothing herein will be deemed to affect or amend in any respect Sprint's or Qwest's obligations under the Wholesale Agreement. If on the Outside Migration Date either condition listed in subsection (a) or (b) shall not exist, this License will automatically terminate with respect to the Site in question.

(2) If Qwest occupies the Site pursuant to Section 1(b) above, any collocation option applicable to such Site and granted pursuant to the Option Agreement executed in connection with the Purchase Agreement shall automatically terminate effective on the Outside Migration Date.

2. **License.**

a. During the Term, Sprint grants to Qwest a nonexclusive, nonassignable, irrevocable, royalty-free right and license to maintain, use and access the Purchased Equipment for the purpose of providing cellular telephone service to Qwest Customers (the "License"). Sprint makes no warranty of its right title, or authority to grant this license and Qwest accepts the same and the Site on an "as-is" basis.

b. Qwest and Sprint, together, shall secure from the property owner or any superior lease or interest holder any approvals or consents necessary to conduct the activities contemplated by this Agreement at the various Sites. During the Term, Sprint shall not take any action with regard to any of the Purchased Equipment, the Sites or the Site Agreements that has

the effect of disrupting Qwest's service to the Qwest Customers or impairing Qwest's ability to use and enjoy the License. During the Term, Sprint shall not use any of the Sites or the Purchased Assets, or take any other action with respect to the Sites or the Purchased Assets, in violation of this Agreement or of any law, rule, regulation or order of any governmental authority or court.

3. **License Fee.** From the Effective Date of this License until January 1, 2005 (the "License Fee Commencement Date"), no License fee will be payable hereunder. If the Migration Completion Date at any Site has not occurred by the License Fee Commencement Date, then Qwest will on and after such License Fee Commencement Date through the Outside Migration Date be obligated to reimburse Sprint for [REDACTED] of any rental payments and direct occupancy costs due or incurred under the applicable Site Agreement assigned to Sprint, including, but not limited to [REDACTED] of any rental payments attributable to additional space required and obtained by Sprint which is necessary to locate its equipment or is otherwise necessary to accomplish the Migration. The amounts due Sprint under this Section are collectively referred to herein as the "License Fee." Qwest's failure to pay the License Fee within ten days of Sprint's notice of default shall constitute a default under this License and will entitle Sprint to terminate the License with respect to the Site in question without further notice.

4. **Equipment.** Sprint and Qwest agree to the following:

a. During the Term, Sprint shall not access or attempt to access the Purchased Equipment (directly or through any third Party other than Qwest) without prior notice to Qwest personnel as designated on Exhibit 2.

b. During the Term, Qwest shall provide all necessary monitoring of, maintenance for and repairs to the Purchased Equipment, subject to the terms of this Agreement. Such maintenance and repair shall be in accordance with normal industry standards. In the event Qwest deems it is necessary to replace any Purchased Equipment, Qwest may, at its own expense, replace such Purchased Equipment with equipment of equal or superior quality, with reasonable notice to Sprint.

c. During the Term, Sprint shall not perform or attempt to perform any maintenance on the Purchased Equipment (directly or through any third Party other than Qwest) without Qwest's prior written consent.

d. During the Term, Qwest will not access or attempt to access, or perform maintenance upon equipment, other than the Purchased Equipment, at or on the Site that is owned by Sprint (the "Sprint Equipment").

e. During the Term, in the event of a sale or other transfer by Sprint of any of the Purchased Assets or of Sprint's rights under any of the Site Agreements, Sprint shall notify Qwest in writing not less than 30 days prior to such sale or transfer. Any sale or other transfer of the Purchased Assets shall be expressly subject to Qwest's rights under this Agreement.

f. During the Term, Qwest and Sprint shall keep the Purchased Equipment and any equipment owned by the other Party or its affiliate at or on any Site free and clear of all liens, security interest and encumbrances of any kind or nature created by them.

g. Within 60 days following the Migration Completion Date, Qwest will arrange with Sprint to remove and decommission all Qwest-owned Ericsson and Lucent base station transceiver equipment remaining at a Site. Qwest will provide reasonable notice before accessing the Site, and the access will be subject to the terms and conditions of this Agreement, including insurance requirements, notwithstanding termination of the Agreement. Any Ericsson and Lucent base station transceiver equipment and associated power equipment (excluding site generators) remaining on a Site 60 days after the Migration Completion Date which Qwest fails to remove and decommission in accordance with its obligation herein may, at Sprint's option, be considered the property of Sprint and disposed, commercially stored, sold, salvaged or otherwise decommissioned at Qwest's expense. This section 4(g) shall not apply, however, if Qwest has exercised an option to collocate on the Site granted by Sprint under a separate Option Agreement.

5. **Power.** During the Term, Qwest will continue to be the billing customer of record for all power bills associated with the Purchased Equipment and will continue to pay such bills in accordance with its standard practice and procedures. Prior to the expiration or other termination of this Agreement, Qwest will cooperate with Sprint to transfer its account with the power provider and existing meters to Sprint. Sprint may use Qwest's power supply, provided that Sprint compensates Qwest for the actual cost of power consumed, but in an amount no less than [REDACTED] of the total cost of all power supplied to the Site.

6. **Transition.**

a. Sprint may desire to install RF Splitter technology at one or more Sites. Prior to proposing or utilizing RF splitter technology, Sprint, at its own expenses, shall provide to Qwest a study ("Study") showing that using such a RF splitter will not materially disrupt cellular telephone service for Qwest's customers. Sprint, at its own expense, shall participate in such testing ("Testing") of the effectiveness and integrity of the RF splitters as Qwest reasonably deems appropriate. Upon written consent of Qwest, Sprint, at its own expense, may install appropriate RF splitters that will permit the Purchased Equipment to work with Sprint's cellular telephone network. Qwest will either approve any Study or Testing results submitted by Sprint or provide written notice of disapproval accompanied by its reasonable objections within 10 days of submittal. Failure to respond in ten days will be deemed approval.

7. **Indemnity.** Each Party (the "Indemnifying Party") agrees to release, indemnify, defend, protect and hold harmless the other Party (the "Indemnified Party") and each of the Indemnified Party's employees, officers, directors, agents, members, shareholders, parent companies, subsidiaries and other affiliates, from and against, and assumes any and all liability for: (i) any injury, loss or damage to the Indemnified Party or any person, tangible property or facilities of Indemnified Party (including reasonable attorneys' fees and costs) to the extent arising out of or resulting from (a) the acts or omissions, negligent or otherwise, of the Indemnifying Party, its officers, employees, servants, affiliates, agents, contractors, licensees, invitees or vendors, or (b) acts or omissions of the Indemnifying Party constituting a breach of this Agreement and (ii) any

claims, liabilities or damages arising out of any violation by the Indemnifying Party, of any regulation, rule, statute, order or other official action of any local, state or federal governmental agency, court or body in connection with the subject matter of this Agreement.

8. **Insurance.** Each Party shall at all times during the Term, at its own cost and expense, carry and maintain the insurance coverage listed below with insurers having a minimum A.M. Best's rating of A-VII. Each Party shall require its subcontractors and agents to maintain the same insurance.

a. Commercial General Liability insurance covering claims for bodily injury, death, personal injury or property damage (including loss of use) occurring or arising out of the use or occupancy by a Party of any premises in connection with this Agreement, including contractual liability with respect to the liability assumed hereunder. The policy limits of such insurance shall not be less than:

Each Occurrence:	\$ 5,000,000
General Aggregate:	\$10,000,000
Products/Completed Operations:	\$ 5,000,000
Personal & Advertising Injury:	\$ 5,000,000

b. Workers' Compensation insurance, with statutory limits as required in the state(s) of operation, providing coverage for any employee entering onto any premises in connection with this Agreement, even if not required by statute and Employer's Liability insurance with limits of not less than \$1,000,000 per accident.

c. Comprehensive Automobile Liability insurance covering the ownership, operation and maintenance of all owned, non-owned and hired motor vehicles used in connection with this Agreement, with limits of at least \$1,000,000 per occurrence for bodily injury and property damage.

d. The insurance limits required herein may be obtained through any combination of primary and excess or umbrella liability insurance. Upon request by Qwest, Sprint shall forward to Qwest certificate(s) of such insurance, which shall provide that: (a) Qwest (and its affiliates) be named as an additional insured and (b) coverage is primary and not in excess of, or contributory with, any other valid and collectible insurance purchased or maintained by Qwest. Upon request by Sprint, Qwest shall forward to Sprint certificate(s) of such insurance, which shall provide that: (a) Sprint (and its affiliates) be named as an additional insured and (b) coverage is primary and not in excess of, or contributory with, any other valid and collectible insurance purchased or maintained by Sprint.

9. **Dispute Resolution.** In the event of a dispute that may arise between the Parties regarding or related in any manner to this Agreement, the respective general counsels (or their authorized designees) of the Parties shall negotiate in good faith to resolve such dispute. If such dispute cannot be so resolved within a reasonable period of time, such dispute shall be referred to

and finally resolved by arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association. The place of the arbitration shall be Denver, Colorado. The number of arbitrators shall be three (3), with each Party selecting one (1) and the selected arbitrators then selecting the third arbitrator. Each Party shall bear its own expenses of arbitration unless otherwise determined by the arbitrators. Any arbitration award shall be final and binding upon the Parties. The obligation to negotiate or arbitrate shall not be binding upon any Party with respect to requests for preliminary injunctions, temporary restraining orders or other similar temporary procedures in a court of competent jurisdiction when deemed necessary by such court to preserve the status quo or prevent irreparable injury pending resolution by negotiations or arbitration of the actual dispute. It is not the intention of the Parties that such injunctive procedures shall be in lieu of, or cause substantial delay to, any arbitration proceeding commenced under this Section.

10. Miscellaneous.

a. Relationship of the Parties. The relationship between the Parties shall not be that of partners, agents, or joint venturers for one another, and nothing contained in this Agreement shall be deemed to constitute a partnership or agency agreement between them for any purposes, including, but not limited to federal income tax purposes. The Parties, in performing any of their obligations hereunder, shall be independent contractors or independent Parties and shall discharge their contractual obligations at their own risk subject, however, to the terms and conditions hereof.

b. Amendments; Waivers. Except as expressly provided herein, this Agreement may be amended only by agreement in writing of all Parties. No waiver of any provision nor consent to any exception to the terms of this Agreement or any agreement contemplated hereby will be effective unless in writing and signed by the Party to be bound and then only to the specific purpose, extent and instance so provided.

c. Governing Law. This Agreement and the legal relations between the Parties will be governed by and construed in accordance with the laws of the State of Colorado applicable to contracts made and performed in such State and without regard to conflicts of law doctrines unless certain matters are preempted by federal law.

d. No Assignment. Neither this Agreement nor any rights or obligations under it are assignable by one Party without the prior written consent of the other Party. Nothing herein restricts assignment or transfer by Sprint of the Purchased Assets or of its rights under any of the Site Agreements, subject to Section 4(d).

e. Headings. The descriptive headings of the Sections and subsections of this Agreement are for convenience only and do not constitute a part of this Agreement.

f. Counterparts. This Agreement and any amendment hereto or any other agreement delivered pursuant hereto may be executed in one or more counterparts and by different Parties in separate counterparts. All counterparts will constitute one and the same agreement and will become effective when one or more counterparts have been signed by each Party and delivered to the other Party by facsimile or otherwise.

g. Publicity and Reports. Neither Party will issue any press release, publicity statement or other public notice relating to this Agreement, without the prior written consent of the other Party, unless independent legal counsel to the releasing Party, as the case may be, deliver a written opinion to the other Party that a particular action is required by applicable law.

h. Confidentiality. All non-public information disclosed by any Party (or its representatives) whether before or after the date hereof, in connection with the transactions contemplated by, or the discussions and negotiations preceding, this Agreement to any other Party (or its representatives) will be kept confidential by such other Party and its representatives and will not be used by any such Persons other than as contemplated by this Agreement, except to the extent that such information may otherwise be required by Law or to the extent such duty as to confidentiality is waived in writing by the other Party. If this Agreement is terminated, each Party will use all reasonable efforts to return upon written request from the other Party all documents (and reproductions thereof) received by it or its representatives from such other Party (and, in the case of reproductions, all such reproductions made by the receiving Party) that include information not within the above-listed exceptions, unless the recipients provide assurances reasonably satisfactory to the requesting Party that such documents have been destroyed.

i. Successors and Assigns; No Third Party Beneficiaries. This Agreement is binding upon and will inure to the benefit of each Party and their respective successors or assigns, and nothing in this Agreement, express or implied, is intended to confer upon any other Person or Governmental Entity any rights or remedies of any nature whatsoever under or by reason of this Agreement.

j. Notices. Any notice or other communication hereunder must be given in writing and: (a) delivered in person; (b) transmitted by facsimile; (c) delivered via an overnight courier service of national reputation; or (d) mailed by certified or registered mail, postage prepaid, receipt requested as follows:

If to Sprint, addressed to:

Sprint National Lease Management
6450 Sprint Parkway
KSOPHT0101-Z2650
Overland Park, Kansas 66251-26
Facsimile: _____

With a copy to: Sprint PCS
c/o Sprint Corporation
6391 Sprint Parkway
Mailstop: KSOPHT0101-Z2020
Overland Park, Kansas 66251-2020
Attention: Law Department, Real Estate Attorney
Facsimile: [REDACTED]

If to Qwest, addressed to:

Qwest Wireless, L.L.C.
1801 California Street
Denver, Colorado 80202
Attention: Ken Dunn
Facsimile: [REDACTED]

with a copy to:

Qwest Legal Department
1801 California Street, Suite 4900
Denver, Colorado 80202
Attention: John Lines, Esq.
Facsimile: [REDACTED]

or to such other address or to such other Person as either Party has last designated by such notice to the other Party. Each such notice or other communication will be effective: (i) if given by facsimile, when transmitted to the applicable number so specified in this Section and an appropriate answer back is received; (ii) if given by mail, three days after such communication is deposited in the mails with first class postage prepaid, addressed as above; (iii) if given by overnight courier service of national reputation, one day after such communication is deposited with such courier service; or (iv) if given by any other means, when actually received at such address.

k. Expenses. The Parties will each pay their own expenses incident to the negotiation, preparation and performance of this Agreement, including, the fees, expenses and disbursements of their respective investment bankers, accountants and counsel.

l. Representation By Counsel; Interpretation. The Parties each acknowledge that each has been represented by counsel in connection with this Agreement. Accordingly, any rule of Law or any legal decision that would require interpretation of any claimed ambiguities in this Agreement against the Party that drafted it has no application and is expressly waived. The provisions of this Agreement will be interpreted in a reasonable manner to effect the intent of the Parties.

m. Severability. If any provision of this Agreement is held to be unenforceable for any reason, it will be adjusted rather than voided, if possible, to achieve the intent of the Parties. All other provisions of this Agreement will be deemed valid and enforceable to the extent possible.

n. Survival. The following Sections shall survive the expiration or termination of this Agreement: Section 7 (Indemnity), Section 9 (Dispute Resolution), Section 10(g) (Confidentiality) and Section 10(n) (Survival).

IN WITNESS WHEREOF, each of the Parties hereto has caused this Agreement to be executed by its duly authorized officers as of the day and year first above written.

"SPRINT"

Sprint Spectrum, L.P.,

a Delaware limited partnership

By: Shannon Nichols
Name: Shannon Nichols
Its: Site Delivery Manager

"QWEST"

Qwest Wireless, L.L.C.,

a Delaware limited liability company

By: Ken Frensley
Name: Ken Frensley
Its: Director, Wireless Network

CSP183

Exhibit 1

SITES

The Site located at 1025 North Gate Road, Colorado Springs, Colorado.

OPTION AND SITE LEASE AGREEMENT

THIS OPTION AND SITE LEASE AGREEMENT (this "Agreement") is entered into this 27th day of May, 1997 ("Date of Agreement") by and between Western Museum of Mining and Industry, a Colorado corporation ("Lessor") and U S WEST COMMUNICATIONS WIRELESS GROUP, a division of U S WEST Communications, Inc., a Colorado Corporation ("Lessee") whose address is 1999 Broadway, Tenth Floor, Denver, Colorado 80202.

WHEREAS, Lessor is the owner of certain real property including building(s) and Lessee wishes to place communications equipment on Lessor's property as more particularly described in Exhibit A attached hereto and made a part hereof by this reference ("Property"); and

WHEREAS, Lessee desires to obtain an option on the Property for the purpose of occupying and installing its Communication Facilities as more specifically set forth below.

WHEREFORE, Lessor and Lessee agree as follows:

1. Lessor for and in consideration of [REDACTED], the receipt whereof is hereby acknowledged, does hereby grant and convey unto Lessee, its successors, assigns, and agents an Option to lease the Property for the Permitted Use as set forth in paragraph three below.

2. Option. The option to lease Lessor's Property may be exercised by Lessee at any time within the first 18 months of the Date of Agreement ("Option Period") by providing Lessor with written notice of Lessee's intent. Lessor agrees that Lessee may extend the Option Period by six additional months by providing Lessor with written notice prior to the expiration of the original Option Period and by paying Lessor, at the time Lessee requests the extension, an additional sum of [REDACTED].

3. Permitted Use. The location on Lessor's Property which Lessee is occupying and installing its facilities shall be referred to as the "Site".

(a) Lessee shall have the right, at its expense, to install, construct, reconstruct and maintain on the Site communication facilities including, without limitation, radio and other communication transmitting and receiving antennas, support mounts, cables, equipment, equipment storage structures and other improvements relating thereto (collectively the "Communication Facilities"). Lessee shall have the right to modify, supplement, replace, upgrade or relocate the Communication Facilities on the Property at any time during the term of the lease so long as said relocation, replacement or upgrade is made for the purpose of improving the operation of its Communication Facilities, with prior written consent of Lessor, which shall not be unreasonably withheld.

(b) Lessee shall be entitled to reasonable access to the Site 24 hours a day, seven days per week, and shall have all additional rights of access, ingress and egress to and from each Site, provided however, except in the case of an emergency, Lessee shall notify Lessor in advance of Lessee's proposed construction, maintenance or repair activities to be performed on the Site in order to coordinate said activities with Lessor's operations.

(c) Lessee shall pay any incremental additional utility charges to the Site incurred as a result of Lessee's Permitted Use. Lessee shall have a right, at its expense, to install or improve utilities within or on the Property to service this Site.

4. Term. This Lease, if executed, shall be for a term of five years ("Lease Term"). And shall commence on the date that the Lessee places its written notice to Lessor in the mailbox, return receipt requested of its intent to execute its right to lease the Property. Lessee shall have a right to renew the Lease Term four additional terms at five year terms each (each being a "Renewal Term").

5. Rent.

(a) Each month during the initial Lease Term Lessee shall pay [REDACTED] ("Lease Payment") to Lessor as Rent. Said rent shall be payable in advance to Lessor on or before the first day of each calendar month. Each additional Lease Renewal Term shall be paid as follows.

Renewal Term 1 - Year 6 - 10	[REDACTED] Month
Renewal Term 2 - Year 11 - 15	[REDACTED] Month
Renewal Term 3 - Year 16 - 20	[REDACTED] /Month
Renewal Term 4 - Year 21 - 25	[REDACTED] /Month

(b) Lessee shall pay, as additional rent, any increase in real property taxes levied against the site, which is directly attributable to Lessee's use of the site, and Lessor agrees to furnish proof of such increase to Lessee.

6. Due Diligence. During the Option Period and any option extension, Lessee, its agents, engineers, contractors shall have the right to enter upon Lessor's Property to inspect, examine, sample and conduct all engineering tests or studies of the Site, to apply for and obtain all licenses and permits required for the Lessee's Permitted Use from all applicable governmental or regulatory entities, and otherwise do those things on the Site that, in the opinion of Lessee, are necessary to determine the physical condition of the Site, Lessor's title to the Site and the feasibility or suitability of the Site for Lessee's Permitted Use, all at Lessee's expense. Lessee shall not be liable to Lessor or any third party on account of any pre-existing defect or condition on or with respect to the Site, whether or not such defect or condition is disclosed by Lessee's inspection, although Lessee shall be responsible for any damage, loss or destruction to the Site as a result of the actions of its employees, representatives or agents during the due diligence activities.

7. Interference.

(a) Lessee shall not use the Site in any way that interferes with the existing use by: (i) Lessor or (ii) tenants or licensees of Lessor holding rights to such Site on the date of this Agreement ("Existing Tenants").

(b) Lessor warrants to Lessee the use and quiet enjoyment of the Site. Lessor agrees that it shall not use, nor shall it permit its tenants, Lessees, employees, invitees or agents to use, any portion of the Property in any way which would interfere with the operation of Lessee, provided that continued use by Lessor or Existing Tenants in the same manner as existed at the time the Lease was executed shall not constitute interference with Lessee's operations.

8. Environmental Matters.

(a) Lessee will be solely responsible for and will defend, indemnify and hold Lessor, its agents, and employees harmless from and against any and all direct claims, costs, and liabilities, including reasonable attorneys' fees and costs, arising out of or in connection with the cleanup or restoration of the property associated with the Lessee's use of Hazardous Materials.

(b) Lessor will be solely responsible for and will defend, indemnify, and hold Lessee, its agents, and employees harmless from and against any and all direct claims, costs, and liabilities, including reasonable attorneys' fees and costs, arising out of or in connection with the removal, cleanup, or restoration of the property with respect to Hazardous Materials from any and all sources other than those Hazardous Materials introduced to the property by Lessee.

(c) "Hazardous Materials" means asbestos or any hazardous substance, waste or materials as defined in any federal, state, or local environmental or safety law or regulation including, but not limited to, CERCLA.

(d) The obligations of this section eight shall survive the expiration or other termination of this Agreement.

9. Insurance/Indemnification/Eminent Domain. Lessee shall maintain at its expense commercial general liability insurance covering actions by Lessee providing for a limit of not less than \$1,000,000.00 single limits, bodily injury and/or property damage combined, for damages arising out of bodily injuries to or death of all persons and for damages to or destruction of property, including the loss of use thereof. Coverage shall include independent contractor's protection, premises-operations, products/completed operations and contractual liability with respect to the liability assumed by Lessee hereunder. Lessor and Lessee shall look solely to insurance for loss due to any damage which is covered by insurance and neither party's insurance company shall be subrogated to a claim against the other party. In the event Lessee is self insured, Lessee shall supply Lessor with a certificate of self-insurance which complies with the policy limitations set forth above. Each party shall indemnify and defend the other against loss from their negligent acts and that negligent act of their employees agents, licensees, and invitees. The parties shall share in a condemnation award in proportion to their interest in the Property taken.

10. Assignment and Subleasing.

(a) Upon Lessor's written consent, which shall not be unreasonably withheld, Lessee may assign this Lease, in part or in whole, including its right to renew, to any person or business entity which is licensed by the Federal Communications Commission.

(b) Lessee may sublet and assign this Lease, or portion thereof, and its other rights hereunder to any person or business entity which is a parent, subsidiary or affiliate of Lessee without Lessor's consent.

(c) Upon notification to Lessor of any assignment, Lessee shall be relieved of all performance, liabilities and obligations under this Option and Site Lease Agreement.

(d) In the event Lessor elects to permit another communications user the right to use any of Lessor's Property, Lessor agrees to notify Lessee thirty (30) days prior to the issuance of such authority for the purpose of determining whether the third party communications user will interfere with Lessee's use or intended use of the Site. Should Lessee notify Lessor in writing that the third party communications will interfere with Lessee's operations, then Lessor agrees not to permit the third party communications user the right to use the Site. Lessee's consent shall not be unreasonably withheld.

11. Termination. This Option and Site Lease Agreement may be terminated as follows:

(a) by Lessor if Lessee fails to cure a default for payment of amounts due hereunder within thirty (30) days after Lessee's receipt of written notice of default from Lessor;

(b) by the non-defaulting party if the other party defaults (other than a default described in Section 11(a) above) and fails to cure such default within sixty (60) days after written notice of such default is received by the defaulting party from the non-defaulting party; provided, however, that if such default is capable of being cured, the Lease may not be terminated so long as the defaulting party commences appropriate curative action within such sixty (60) day period and thereafter diligently prosecutes such cure to completion as promptly as possible;

(c) Lessee may terminate for cause upon the giving of sixty days' written notice to Lessor if Lessee determines the Property is not appropriate for locating Lessee's communication equipment for technological reasons, including, but not limited to signal interference.

12. Successors and Assigns. This Agreement shall run with the Property and shall be binding upon and inure to the benefit of the parties, their respective successors, personal representatives and assigns.

13. Representation and Warranties. Each party covenants and warrants to the other that (i) it has full right, power and authority to execute this Option and Site Lease Agreement and has the power to grant all rights hereunder; (ii) its execution and performance of this Agreement will not violate any laws, ordinances, covenants, or the provisions of any mortgage, lease or other agreement binding on said party; and (iii) the execution and delivery of this Agreement, and the performance of its obligations hereunder, have been duly authorized by all necessary personnel or corporate officers and do not violate any provisions of law or the party's certificate of incorporation or bylaws or any other arrangement, provision of law or court order or decree.

14. Notices. All notices, requests, demands and other communications hereunder shall be in writing and shall be deemed given if personally delivered, or mailed by certified mail, return receipt requested, to the following addresses:

If to Lessor, to:
Western Museum of Mining and Industry
1025 North Gate Road
Colorado Springs, CO 80921
Attention: Linda Lemieux

If to Lessee, to:
U S WEST Communications, Inc.
C/O U S WEST Business Resources, Inc.
188 Inverness Drive West, Suite 420
Englewood, Colorado 80112
Attention: PSL Manager/PCS Real Estate

with a copy to:

with a copy to:
U S West Communications Wireless Group
12121 Grant, Suite 201
Thornton, Colorado 80241
Attention: Regional Real Estate Manager

15. Miscellaneous.

(a) This Option and Site Lease Agreement shall constitute the entire agreement and understanding of the parties with respect to the Property that is the subject matter thereof and supersedes all offers, negotiations and other agreements with respect thereto. There are no representations or understandings of any kind not set forth herein. Any amendment to this Agreement must be in writing and executed by both parties.

(b) Any claim, controversy or dispute arising out of this Agreement shall be settled by arbitration in accordance with the applicable rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The arbitration shall be conducted in the county where the property is located. There shall be no discovery other than the exchange of information which is provided to the arbitrator by the parties. The arbitrator shall have the authority only to award compensatory damages and shall not have authority to award punitive damages or other noncompensatory damages; the parties hereby waive all rights to and claims for monetary awards other than compensatory damages.

(c) Either party hereto that is represented in this transaction by a broker, agent or commission salesperson (a "Representative") shall be fully and exclusively responsible for the payment of any fee, commission or other compensation owing to such Representative, and shall indemnify and hold the other party harmless from and against any claim to a fee, commission or other compensation asserted by such Representative, including reasonable attorneys' fees and costs incurred in defending such claim.

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

(e) By executing this Agreement, the parties are not establishing any joint undertaking, joint venture or partnership. Each party shall be deemed an independent contractor and shall act solely for its own account.

The parties have entered into this Agreement as of the date first stated above.

LESSOR:

Western Museum of Mining and Industry

BY: *C. D. Lemieux*
ITS: President
6/21/97

Federal Tax I.D. No. XXXXXXXXXX

LESSEE:

U S WEST Communications, Inc.

BY: *Shirley Sattler*
ITS: Attorney-in-Fact

U S WEST Communications Wireless Group

BY: *[Signature]*
ITS: V.P. OPERATIONS & ENGINEERING

EXHIBIT A-1

**SITE NUMBER: CSP-183D
SITE NAME: WESTERN MUSEUM OF MINING & INDUSTRY**

LEGAL DESCRIPTION, PROPOSED LEASE PARCEL

A PARCEL OF LAND LOCATED IN THE NORTHWEST QUARTER OF SECTION 7, TOWNSHIP 12 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF EL PASO, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THAT CERTAIN TRACT OF LAND DESCRIBED IN DEED RECORDED IN BOOK 2948 AT PAGE 996, RECORDS OF THE EL PASO COUNTY CLERK AND RECORDER, AND CONSIDERING THE SOUTHERLY LINE OF SAID TRACT TO BEAR N. 55°14'48" E. WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO;

THENCE N. 47°16'04" E., A DISTANCE OF 743.71 FEET TO THE POINT OF BEGINNING;

THENCE N. 37°00'00" E., A DISTANCE OF 17.00 FEET;

THENCE S. 53°00'00" E., A DISTANCE OF 40.00 FEET;

THENCE N. 37°00'00" E., A DISTANCE OF 8.50 FEET;

THENCE S. 53°00'00" E., A DISTANCE OF 23.00 FEET;

THENCE S. 37°00'00" W., A DISTANCE OF 34.00 FEET;

THENCE N. 53°00'00" W., A DISTANCE OF 23.00 FEET;

THENCE N. 37°00'00" E., A DISTANCE OF 8.50 FEET;

THENCE N. 53°00'00" W., A DISTANCE OF 40.00 FEET TO THE POINT OF BEGINNING.

CONTAINS 1,462 SQUARE FEET, OR 0.0336 ACRES, MORE OR LESS.

PREPARED FEBRUARY 10, 1998 BY L.J. LUDEMAN, PLS
4100 E, MISSISSIPPI AVE.
GLENDALE, CO 80246


Owners Initials



Exhibit A - Lessor's Property
Site CSP 183.4

The Lessor's Property, owned by Western Museum of Mining and Industry, a Colorado corporation, is situated at 1025 North Gate Road, El Paso County, Colorado and is more particularly described as follows:

LEGAL DESCRIPTION AS RECITED IN DEED RECORDED IN EL PASO COUNTY CLERK AND RECORDER'S OFFICE IN BOOK 2848 AT PAGE 896 THROUGH 898 (PERIMETER ONLY, VERBATIM):

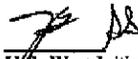
A PORTION OF THE SOUTHWEST ONE-QUARTER (SW1/4) OF SECTION 6 AND THE NORTHWEST ONE-QUARTER (NW1/4) OF SECTION 7, TOWNSHIP 12 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, EL PASO COUNTY, COLORADO, DESCRIBED AS FOLLOWS:

COMMENCING AT THE WEST SECTION CORNER COMMON TO SECTIONS 6 AND 7; THENCE S89°38'20"E. (A BEARING RELATIVE TO THE BEARING SYSTEM OF THE UNITED STATES AIR FORCE ACADEMY (USAFA) BOUNDARY SURVEY DRAWING BY R. KEITH HOOK AND ASSOCIATES, INC., DATED OCTOBER 15, 1970 AND TO ALL OTHER BEARINGS HEREIN.) ALONG THE SECTION LINE COMMON TO SAID SECTIONS 6 AND 7, A DISTANCE OF 445.15 FEET TO INTERSECT SAID USAFA BOUNDARY AND BEING THE POINT OF BEGINNING OF THE TRACT TO BE DESCRIBED HEREBY;

1. THENCE N40°06'20"E., ALONG SAID USAFA BOUNDARY, A DISTANCE OF 33.05 FEET TO USAFA BOUNDARY MONUMENT NO. 41 (USAFA BDY 41);
2. THENCE N25°10'03"W., ALONG SAID USAFA BOUNDARY, A DISTANCE OF 38.80 FEET TO INTERSECT THE SOUTHERLY RIGHT-OF-WAY LINE OF NORTHGATE ROAD (EL PASO COUNTY HIGHWAY NO. 52) AS DESCRIBED IN BOOK 1728 AT PAGE 449 UNDER RECEPTION NO. 102440 OF THE RECORDS OF SAID EL PASO COUNTY;
3. THENCE N69°19'40"E., ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID NORTHGATE ROAD, A DISTANCE OF 408.80 FEET TO A POINT OF CURVE;
4. THENCE NORTH-EASTERLY AND SOUTH-EASTERLY ON A CURVE TO THE RIGHT, ALONG THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF NORTHGATE ROAD, HAVING A RADIUS OF 237.94 FEET, THROUGH A CENTRAL ANGLE OF 128°00'00", AN ARC LENGTH OF 531.56 FEET AND A CHORD BEARING S50°40'20"E., A DISTANCE OF 427.72 FEET TO A POINT OF TANGENCY;
5. THENCE S13°19'40"W., ALONG THE WESTERLY RIGHT-OF-WAY LINE OF SAID NORTHGATE ROAD, A DISTANCE OF 180.00 FEET TO A POINT OF CURVE;
6. THENCE SOUTHERLY AND NORTHEASTERLY ON A CURVE TO THE LEFT, ALONG THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF SAID NORTHGATE ROAD, HAVING A RADIUS OF 337.94 FEET, THROUGH A CENTRAL ANGLE OF 128°00'00", AN ARC LENGTH OF 754.97 FEET AND A CHORD BEARING S50°40'20"E., A DISTANCE OF 607.48 FEET TO A POINT OF TANGENCY;
7. THENCE LEAVING THE TANGENT LINE AND THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF SAID NORTHGATE ROAD ON A BEARING OF S54°49'40"W., A DISTANCE OF 1354.68 FEET TO THE NORTHEASTERLY BOUNDARY OF SAID USAFA;
8. THENCE N25°23'25"W., ON SAID NORTHEASTERLY USAFA BOUNDARY, A DISTANCE OF 587.75 FEET TO USAFA BDY NO. 38;
9. THENCE N06°00'45"E., ON SAID USAFA BOUNDARY, A DISTANCE OF 853.42 FEET TO USAFA BDY NO. 39;
10. THENCE N40°02'20"E., ON SAID USAFA BOUNDARY, A DISTANCE OF 238.75 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED TRACT CONTAINS 26.823 ACRES, MORE OR LESS.

LDL
Owner Initials


U.S. West Initials

6/2/97

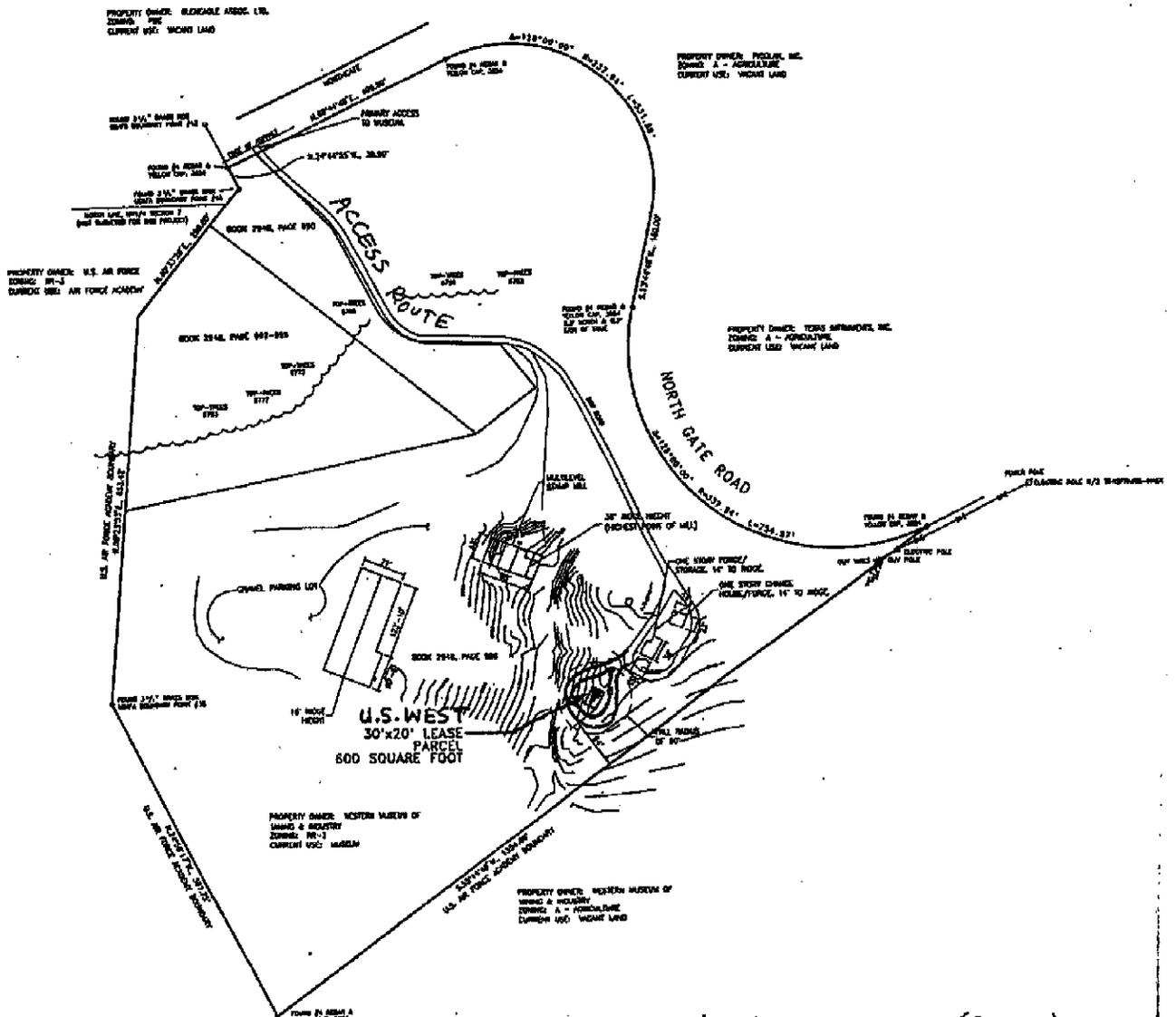
Exhibit B - Property (Lease Parcel)
 Site CSP 183.4

The Property, owned by Western Museum of Mining and Industry, a Colorado corporation, is situated at 1025 North Gate Road, El Paso County, Colorado and is more particularly described as follows:

A PARCEL OF LAND LOCATED IN THE NORTHWEST QUARTER OF SECTION 7, TOWNSHIP 12 SOUTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF EL PASO, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THAT CERTAIN TRACT OF LAND DESCRIBED IN DEED RECORDED IN BOOK 2948 AT PAGE 996, RECORDS OF THE EL PASO COUNTY CLERK AND RECORDER, AND CONSIDERING THE SOUTHERLY LINE OF SAID TRACT TO BEAR N. 59°14'48" E. WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO:

- THENCE N. 47°04'05" E., A DISTANCE OF 735.41 FEET TO THE POINT OF BEGINNING;
 - THENCE N. 30°00'00" E., A DISTANCE OF 30.00 FEET TO A POINT;
 - THENCE S. 60°00'00" E., A DISTANCE OF 20.00 FEET TO A POINT;
 - THENCE S. 30°00'00" W., A DISTANCE OF 30.00 FEET TO A POINT;
 - THENCE N. 60°00'00" W., A DISTANCE OF 20.00 FEET TO THE POINT OF BEGINNING.
- CONTAINS 800 SQUARE FEET, OR 0.0138 ACRES, MORE OR LESS.



LDL
 Owner Initials
 6/2/97

[Signature]
 U.S. West Initials

CONSENT TO SITE LICENSE

This Consent to Site License is made this 29 day of August, 2001 by and between the Western Museum of Mining and Industry, a Colorado corporation ("WMI") and Qwest Wireless, L.L.C., a Colorado limited liability company ("Qwest").

RECITALS:

1. WMI and Qwest are parties to an Option and Site Lease Agreement dated May 27, 1997 (the "Agreement"). Qwest and AT&T Wireless Services, Inc. ("AT&T") are parties to a Master Antenna Agreement dated October 6, 1997. Qwest has requested WMI's consent to permit AT&T to install communication transmitting and receiving antennas, and relating equipment on the Site leased by Qwest under the Option and Site Lease Agreement. WMI is willing to consent to the Site License Agreement subject to the terms and conditions hereof.

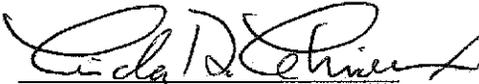
Now therefore in consideration of mutual covenants and agreements contained herein the parties agree as follows:

- A. WMI hereby consents to Qwest's subleasing a portion of the tower and equipment shelter to AT&T for the express purpose of permitting AT&T to install communications, transmitting and receiving antennas on the monopole, and the related equipment cabinets in the equipment shelter. Notwithstanding this Consent to the License Agreement, Qwest shall remain fully responsible and liable to WMI under the terms of the Option and Site Lease Agreement for all obligations and liabilities of Qwest under the same.
- B. Each month during the remainder of the initial lease term, Qwest shall pay rent to WMI in accordance with Section 10(e) of the Option and Site Lease Agreement in the event that AT&T does not occupy the Site for any or all of the renewal options under the Option and Site Lease Agreement. Rent shall revert to the terms set forth Qwest as of the date that AT&T removes its equipment from the Site. Notwithstanding the foregoing, Qwest is not obligated to renew the Option and Site Lease Agreement. All renewal options thereunder remain wholly subject to Qwest's discretion.

IN WITNESS THEREOF, the parties have executed this Consent to Sublease the date first written.

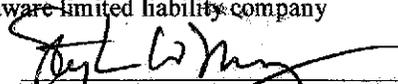
LESSOR:

Western Museum of Mining and Industry.

BY: 
 ITS: President

LESSEE:

Qwest Wireless, L.L.C.,
 A Delaware limited liability company

BY: 
 ITS: Senior Vice President
Operations & Engineering

FIRST AMENDMENT TO OPTION AND SITE LEASE AGREEMENT

The attached Option and Site Lease Agreement made and entered into this 27th day of May, 1997, by and between Western Museum of Mining and Industry ("Lessor") and U S WEST Wireless, L.L.C., a Delaware limited liability company, ("Lessee") of which this Amendment is made a part, is hereby amended and supplemented as follows:

Exhibit A dated 6/2/97 is amended and supplemented by Exhibit A-1-legal description, lease parcel prepared 2/10/98 by L. J. Ludeman, PLS.
Exhibit B dated 8/25/97 is hereby replaced with 11 x 17 survey copy showing lease parcel and on-site as built.

Witnesseth:

|
|

*Signatures

In witness whereof, the parties hereto have executed this instrument by proper persons thereunto duly authorized so to do on the day and year first herein above written.

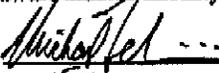
LESSOR:

LESSEE:

Western Museum of Mining and Industry

U S WEST Wireless, L.L.C., a
Delaware limited liability company



By: 

By: Linda D. LeMieux

Its: CFO

Its: President

Federal Tax ID or Social Security No.

OPTION AND SITE LEASE AGREEMENT

THIS OPTION AND SITE LEASE AGREEMENT (this "Agreement") is entered into this 27th day of May, 1997 ("Date of Agreement") by and between Western Museum of Mining and Industry, a Colorado corporation ("Lessor") and U S WEST COMMUNICATIONS WIRELESS GROUP, a division of U S WEST Communications, Inc., a Colorado Corporation ("Lessee") whose address is 1999 Broadway, Tenth Floor, Denver, Colorado 80202.

WHEREAS, Lessor is the owner of certain real property including building(s) and Lessee wishes to place communications equipment on Lessor's property as more particularly described in Exhibit A attached hereto and made a part hereof by this reference ("Property"); and

WHEREAS, Lessee desires to obtain an option on the Property for the purpose of occupying and installing its Communication Facilities as more specifically set forth below.

WHEREFORE, Lessor and Lessee agree as follows:

1. Lessor for and in consideration of [REDACTED] the receipt whereof is hereby acknowledged, does hereby grant and convey unto Lessee, its successors, assigns, and agents an Option to lease the Property for the Permitted Use as set forth in paragraph three below.

2. Option. The option to lease Lessor's Property may be exercised by Lessee at any time within the first 18 months of the Date of Agreement ("Option Period") by providing Lessor with written notice of Lessee's intent. Lessor agrees that Lessee may extend the Option Period by six additional months by providing Lessor with written notice prior to the expiration of the original Option Period and by paying Lessor, at the time Lessee requests the extension, an additional sum of [REDACTED].

3. Permitted Use. The location on Lessor's Property which Lessee is occupying and installing its facilities shall be referred to as the "Site".

(a) Lessee shall have the right, at its expense, to install, construct, reconstruct and maintain on the Site communication facilities including, without limitation, radio and other communication transmitting and receiving antennas, support mounts, cables, equipment, equipment storage structures and other improvements relating thereto (collectively the "Communication Facilities"). Lessee shall have the right to modify, supplement, replace, upgrade or relocate the Communication Facilities on the Property at any time during the term of the lease so long as said relocation, replacement or upgrade is made for the purpose of improving the operation of its Communication Facilities, with prior written consent of Lessor, which shall not be unreasonably withheld.

(b) Lessee shall be entitled to reasonable access to the Site 24 hours a day, seven days per week, and shall have all additional rights of access, ingress and egress to and from each Site, provided however, except in the case of an emergency, Lessee shall notify Lessor in advance of Lessee's proposed construction, maintenance or repair activities to be performed on the Site in order to coordinate said activities with Lessor's operations.

(c) Lessee shall pay any incremental additional utility charges to the Site incurred as a result of Lessee's Permitted Use. Lessee shall have a right, at its expense, to install or improve utilities within or on the Property to service this Site.

4. Term. This Lease, if executed, shall be for a term of five years ("Lease Term"). And shall commence on the date that the Lessee places its written notice to Lessor in the mailbox, return receipt requested of its intent to execute its right to lease the Property. Lessee shall have a right to renew the Lease Term four additional terms at five year terms each (each being a "Renewal Term").

5. Rent.

(a) Each month during the initial Lease Term Lessee shall pay [REDACTED] ("Lease Payment") to Lessor as Rent. Said rent shall be payable in advance to Lessor on or before the first day of each calendar month. Each additional Lease Renewal Term shall be paid as follows.

Renewal Term 1 - Year 6 - 10
Renewal Term 2 - Year 11 - 15
Renewal Term 3 - Year 16 - 20
Renewal Term 4 - Year 21 - 25

(b) Lessee shall pay, as additional rent, any increase in real property taxes levied against the site, which is directly attributable to Lessee's use of the site, and Lessor agrees to furnish proof of such increase to Lessee.

6. Due Diligence. During the Option Period and any option extension, Lessee, its agents, engineers, contractors shall have the right to enter upon Lessor's Property to inspect, examine, sample and conduct all engineering tests or studies of the Site, to apply for and obtain all licenses and permits required for the Lessee's Permitted Use from all applicable governmental or regulatory entities, and otherwise do those things on the Site that, in the opinion of Lessee, are necessary to determine the physical condition of the Site, Lessor's title to the Site and the feasibility or suitability of the Site for Lessee's Permitted Use, all at Lessee's expense. Lessee shall not be liable to Lessor or any third party on account of any pre-existing defect or condition on or with respect to the Site, whether or not such defect or condition is disclosed by Lessee's inspection, although Lessee shall be responsible for any damage, loss or destruction to the Site as a result of the actions of its employees, representatives or agents during the due diligence activities.

7. Interference.

(a) Lessee shall not use the Site in any way that interferes with the existing use by: (i) Lessor or (ii) tenants or licensees of Lessor holding rights to such Site on the date of this Agreement ("Existing Tenants").

(b) Lessor warrants to Lessee the use and quiet enjoyment of the Site. Lessor agrees that it shall not use, nor shall it permit its tenants, Lessees, employees, invitees or agents to use, any portion of the Property in any way which would interfere with the operation of Lessee, provided that continued use by Lessor or Existing Tenants in the same manner as existed at the time the Lease was executed shall not constitute interference with Lessee's operations.

8. Environmental Matters.

(a) Lessee will be solely responsible for and will defend, indemnify and hold Lessor, its agents, and employees harmless from and against any and all direct claims, costs, and liabilities, including reasonable attorneys' fees and costs, arising out of or in connection with the cleanup or restoration of the property associated with the Lessee's use of Hazardous Materials.

(b) Lessor will be solely responsible for and will defend, indemnify, and hold Lessee, its agents, and employees harmless from and against any and all direct claims, costs, and liabilities, including reasonable attorneys' fees and costs, arising out of or in connection with the removal, cleanup, or restoration of the property with respect to Hazardous Materials from any and all sources other than those Hazardous Materials introduced to the property by Lessee.

(c) "Hazardous Materials" means asbestos or any hazardous substance, waste or materials as defined in any federal, state, or local environmental or safety law or regulation including, but not limited to, CERCLA.

(d) The obligations of this section eight shall survive the expiration or other termination of this Agreement.

9. Insurance/Indemnification/Eminent Domain. Lessee shall maintain at its expense commercial general liability insurance covering actions by Lessee providing for a limit of not less than \$1,000,000.00 single limits, bodily injury and/or property damage combined, for damages arising out of bodily injuries to or death of all persons and for damages to or destruction of property, including the loss of use thereof. Coverage shall include independent contractor's protection, premises-operations, products/completed operations and contractual liability with respect to the liability assumed by Lessee hereunder. Lessor and Lessee shall look solely to insurance for loss due to any damage which is covered by insurance and neither party's insurance company shall be subrogated to a claim against the other party. In the event Lessee is self insured, Lessee shall supply Lessor with a certificate of self-insurance which complies with the policy limitations set forth above. Each party shall indemnify and defend the other against loss from their negligent acts and that negligent act of their employees agents, licensees, and invitees. The parties shall share in a condemnation award in proportion to their interest in the Property taken.

10. Assignment and Subleasing.

(a) Upon Lessor's written consent, which shall not be unreasonably withheld, Lessee may assign this Lease, in part or in whole, including its right to renew, to any person or business entity which is licensed by the Federal Communications Commission.

(b) Lessee may sublet and assign this Lease, or portion thereof, and its other rights hereunder to any person or business entity which is a parent, subsidiary or affiliate of Lessee without Lessor's consent.

(c) Upon notification to Lessor of any assignment, Lessee shall be relieved of all performance, liabilities and obligations under this Option and Site Lease Agreement.

(d) In the event Lessor elects to permit another communications user the right to use any of Lessor's Property, Lessor agrees to notify Lessee thirty (30) days prior to the issuance of such authority for the purpose of determining whether the third party communications user will interfere with Lessee's use or intended use of the Site. Should Lessee notify Lessor in writing that the third party communications will interfere with Lessee's operations, then Lessor agrees not to permit the third party communications user the right to use the Site. Lessee's consent shall not be unreasonably withheld.

11. Termination. This Option and Site Lease Agreement may be terminated as follows:

(a) by Lessor if Lessee fails to cure a default for payment of amounts due hereunder within thirty (30) days after Lessee's receipt of written notice of default from Lessor;

(b) by the non-defaulting party if the other party defaults (other than a default described in Section 11(a) above) and fails to cure such default within sixty (60) days after written notice of such default is received by the defaulting party from the non-defaulting party; provided, however, that if such default is capable of being cured, the Lease may not be terminated so long as the defaulting party commences appropriate curative action within such sixty (60) day period and thereafter diligently prosecutes such cure to completion as promptly as possible;

(c) Lessee may terminate for cause upon the giving of sixty days' written notice to Lessor if Lessee determines the Property is not appropriate for locating Lessee's communication equipment for technological reasons, including, but not limited to signal interference.

12. Successors and Assigns. This Agreement shall run with the Property and shall be binding upon and inure to the benefit of the parties, their respective successors, personal representatives and assigns.

13. Representation and Warranties. Each party covenants and warrants to the other that (i) it has full right, power and authority to execute this Option and Site Lease Agreement and has the power to grant all rights hereunder; (ii) its execution and performance of this Agreement will not violate any laws, ordinances, covenants, or the provisions of any mortgage, lease or other agreement binding on said party; and (iii) the execution and delivery of this Agreement, and the performance of its obligations hereunder, have been duly authorized by all necessary personnel or corporate officers and do not violate any provisions of law or the party's certificate of incorporation or bylaws or any other arrangement, provision of law or court order or decree.

14. Notices. All notices, requests, demands and other communications hereunder shall be in writing and shall be deemed given if personally delivered, or mailed by certified mail, return receipt requested, to the following addresses:

If to Lessor, to:
Western Museum of Mining and Industry
1025 North Gate Road
Colorado Springs, CO 80921
Attention: Linda Lemieux

If to Lessee, to:
U S WEST Communications, Inc.
C/O U S WEST Business Resources, Inc.
188 Inverness Drive West, Suite 420
Englewood, Colorado 80112
Attention: PSL Manager/PCS Real Estate

with a copy to:

with a copy to:
U S West Communications Wireless Group
12121 Grant, Suite 201
Thornton, Colorado 80241
Attention: Regional Real Estate Manager

15. Miscellaneous.

(a) This Option and Site Lease Agreement shall constitute the entire agreement and understanding of the parties with respect to the Property that is the subject matter thereof and supersedes all offers, negotiations and other agreements with respect thereto. There are no representations or understandings of any kind not set forth herein. Any amendment to this Agreement must be in writing and executed by both parties.

(b) Any claim, controversy or dispute arising out of this Agreement shall be settled by arbitration in accordance with the applicable rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The arbitration shall be conducted in the county where the property is located. There shall be no discovery other than the exchange of information which is provided to the arbitrator by the parties. The arbitrator shall have the authority only to award compensatory damages and shall not have authority to award punitive damages or other noncompensatory damages; the parties hereby waive all rights to and claims for monetary awards other than compensatory damages.

(c) Either party hereto that is represented in this transaction by a broker, agent or commission salesperson (a "Representative") shall be fully and exclusively responsible for the payment of any fee, commission or other compensation owing to such Representative, and shall indemnify and hold the other party harmless from and against any claim to a fee, commission or other compensation asserted by such Representative, including reasonable attorneys' fees and costs incurred in defending such claim.

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

(e) By executing this Agreement, the parties are not establishing any joint undertaking, joint venture or partnership. Each party shall be deemed an independent contractor and shall act solely for its own account.

The parties have entered into this Agreement as of the date first stated above.

LESSOR:

Western Museum of Mining and Industry

BY: *C. D. Lemieux*
ITS: President
6/2/97

Federal Tax I.D. No. [REDACTED]

LESSEE:

U S WEST Communications, Inc.

BY: *Shirley Sattler*
ITS: Attorney-in-Fact

U S WEST Communications Wireless Group

BY: *[Signature]*
ITS: V.P. OPERATIONS & ENGINEERING

EXHIBIT A-1

**SITE NUMBER: CSP-183D
SITE NAME: WESTERN MUSEUM OF MINING & INDUSTRY**

LEGAL DESCRIPTION, PROPOSED LEASE PARCEL

A PARCEL OF LAND LOCATED IN THE NORTHWEST QUARTER OF SECTION 7, TOWNSHIP 12 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF EL PASO, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THAT CERTAIN TRACT OF LAND DESCRIBED IN DEED RECORDED IN BOOK 2948 AT PAGE 996, RECORDS OF THE EL PASO COUNTY CLERK AND RECORDER, AND CONSIDERING THE SOUTHERLY LINE OF SAID TRACT TO BEAR N. 55°14'48" E. WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO;

THENCE N. 47°16'04" E., A DISTANCE OF 743.71 FEET TO THE POINT OF BEGINNING;

THENCE N. 37°00'00" E., A DISTANCE OF 17.00 FEET;

THENCE S. 53°00'00" E., A DISTANCE OF 40.00 FEET;

THENCE N. 37°00'00" E., A DISTANCE OF 8.50 FEET;

THENCE S. 53°00'00" E., A DISTANCE OF 23.00 FEET;

THENCE S. 37°00'00" W., A DISTANCE OF 34.00 FEET;

THENCE N. 53°00'00" W., A DISTANCE OF 23.00 FEET;

THENCE N. 37°00'00" E., A DISTANCE OF 8.50 FEET;

THENCE N. 53°00'00" W., A DISTANCE OF 40.00 FEET TO THE POINT OF BEGINNING.

CONTAINS 1,462 SQUARE FEET, OR 0.0336 ACRES, MORE OR LESS.

PREPARED FEBRUARY 10, 1998 BY L.J. LUDEMAN, PLS
4100 E. MISSISSIPPI AVE.
GLENDALE, CO 80246


Owners Initials



Exhibit A - Lessor's Property
Site CSP 183.4

The Lessor's Property, owned by Western Museum of Mining and Industry, a Colorado corporation, is situated at 1025 North Gate Road, El Paso County, Colorado and is more particularly described as follows:

LEGAL DESCRIPTION AS RECITED IN DEED RECORDED IN EL PASO COUNTY CLERK AND RECORDER'S OFFICE IN BOOK 2948 AT PAGE 996 THROUGH 998 (PERIMETER ONLY, VERBATIM):

A PORTION OF THE SOUTHWEST ONE-QUARTER (SW1/4) OF SECTION 6 AND THE NORTHWEST ONE-QUARTER (NW1/4) OF SECTION 7, TOWNSHIP 12 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, EL PASO COUNTY, COLORADO, DESCRIBED AS FOLLOWS:

COMMENCING AT THE WEST SECTION CORNER COMMON TO SECTIONS 6 AND 7; THENCE S89°38'20"E. (A BEARING RELATIVE TO THE BEARING SYSTEM OF THE UNITED STATES AIR FORCE ACADEMY (USAFA) BOUNDARY SURVEY DRAWING BY R. KEITH HOOK AND ASSOCIATES, INC., DATED OCTOBER 15, 1970 AND TO ALL OTHER BEARINGS HEREIN.) ALONG THE SECTION LINE COMMON TO SAID SECTIONS 6 AND 7, A DISTANCE OF 445.15 FEET TO INTERSECT SAID USAFA BOUNDARY AND BEING THE POINT OF BEGINNING OF THE TRACT TO BE DESCRIBED HEREBY;

1. THENCE N40°06'20"E., ALONG SAID USAFA BOUNDARY, A DISTANCE OF 33.05 FEET TO USAFA BOUNDARY MONUMENT NO. 41 (USAFA BDY 41);
2. THENCE N25°10'03"W., ALONG SAID USAFA BOUNDARY, A DISTANCE OF 38.90 FEET TO INTERSECT THE SOUTHERLY RIGHT-OF-WAY LINE OF NORTHGATE ROAD (EL PASO COUNTY HIGHWAY NO. 52) AS DESCRIBED IN BOOK 1728 AT PAGE 449 UNDER RECEPTION NO. 102440 OF THE RECORDS OF SAID EL PASO COUNTY;
3. THENCE N65°19'40"E., ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID NORTHGATE ROAD, A DISTANCE OF 408.80 FEET TO A POINT OF CURVE;
4. THENCE NORTH-EASTERLY AND SOUTH-EASTERLY ON A CURVE TO THE RIGHT, ALONG THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF NORTHGATE ROAD, HAVING A RADIUS OF 237.94 FEET, THROUGH A CENTRAL ANGLE OF 128°00'00", AN ARC LENGTH OF 531.56 FEET AND A CHORD BEARING S50°40'20"E., A DISTANCE OF 427.72 FEET TO A POINT OF TANGENCY;
5. THENCE S13°19'40"W., ALONG THE WESTERLY RIGHT-OF-WAY LINE OF SAID NORTHGATE ROAD, A DISTANCE OF 180.00 FEET TO A POINT OF CURVE;
6. THENCE SOUTHERLY AND NORTHEASTERLY ON A CURVE TO THE LEFT, ALONG THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF SAID NORTHGATE ROAD, HAVING A RADIUS OF 337.94 FEET, THROUGH A CENTRAL ANGLE OF 128°00'00", AN ARC LENGTH OF 754.97 FEET AND A CHORD BEARING S50°40'20"E., A DISTANCE OF 607.48 FEET TO A POINT OF TANGENCY;
7. THENCE LEAVING THE TANGENT LINE AND THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF SAID NORTHGATE ROAD ON A BEARING OF S54°49'40"W., A DISTANCE OF 1354.68 FEET TO THE NORTHEASTERLY BOUNDARY OF SAID USAFA;
8. THENCE N25°23'25"W., ON SAID NORTHEASTERLY USAFA BOUNDARY, A DISTANCE OF 587.75 FEET TO USAFA BDRY NO. 38;
9. THENCE N06°00'45"E., ON SAID USAFA BOUNDARY, A DISTANCE OF 853.42 FEET TO USAFA BDY NO. 39;
10. THENCE N40°02'20"E., ON SAID USAFA BOUNDARY, A DISTANCE OF 238.75 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED TRACT CONTAINS 28.823 ACRES, MORE OR LESS.

LDL
Owner Initials


U.S. West Initials

6/2/97

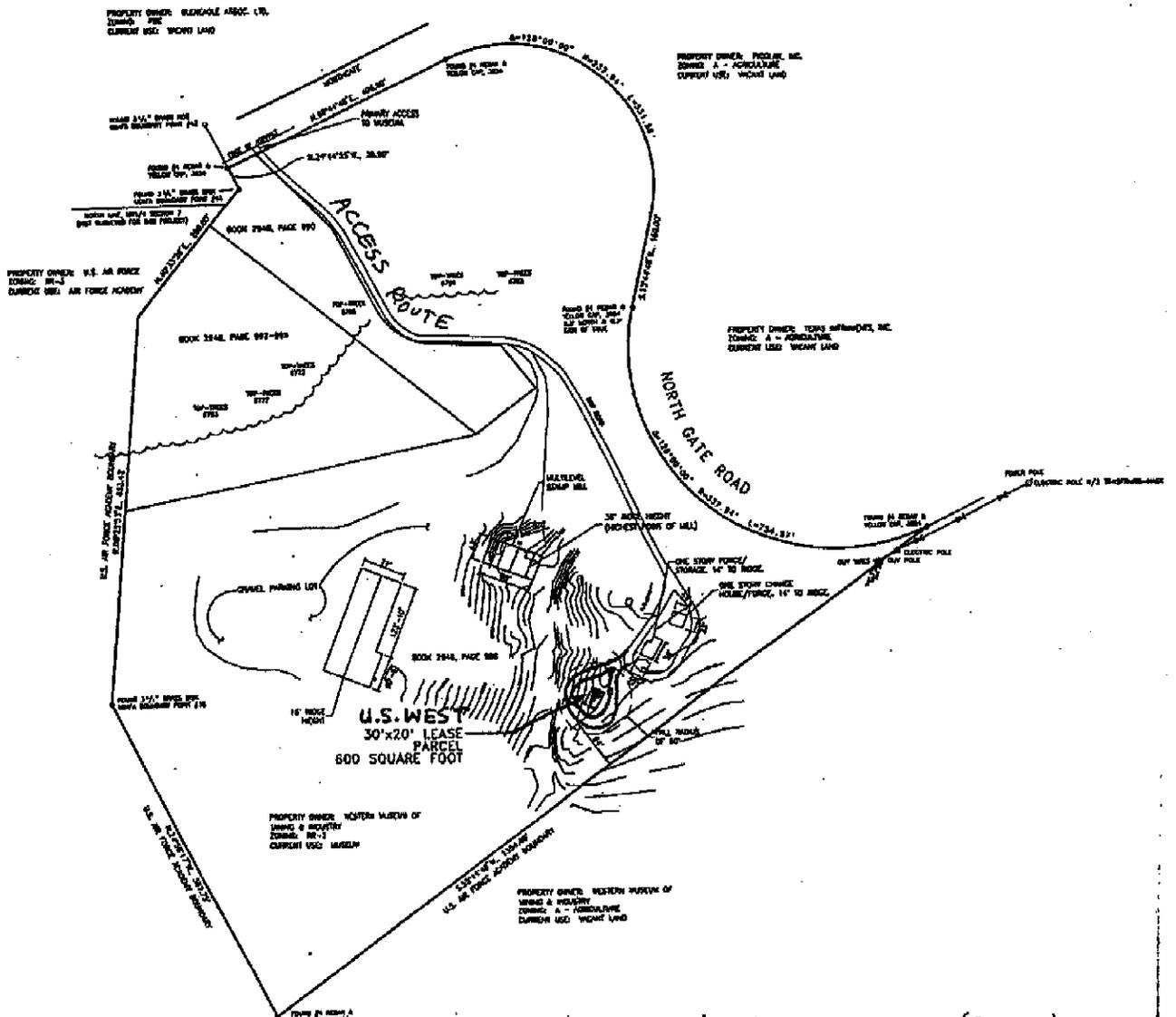
Exhibit B - Property (Lease Parcel)
Site CSP 183.4

The Property, owned by Western Museum of Mining and Industry, a Colorado corporation, is situated at 1025 North Gate Road, El Paso County, Colorado and is more particularly described as follows:

A PARCEL OF LAND LOCATED IN THE NORTHWEST QUARTER OF SECTION 7, TOWNSHIP 12 SOUTH, RANGE 89 WEST OF THE 60TH PRINCIPAL MERIDIAN, COUNTY OF EL PASO, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THAT CERTAIN TRACT OF LAND DESCRIBED IN DEED RECORDED IN BOOK 2946 AT PAGE 996, RECORDS OF THE EL PASO COUNTY CLERK AND RECORDER, AND CONSIDERING THE SOUTHERLY LINE OF SAID TRACT TO BEAR N. 89°14'48" E. WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO;

- THENCE N. 47°04'05" E., A DISTANCE OF 735.41 FEET TO THE POINT OF BEGINNING;
 - THENCE N. 30°00'00" E., A DISTANCE OF 30.00 FEET TO A POINT;
 - THENCE S. 60°00'00" E., A DISTANCE OF 20.00 FEET TO A POINT;
 - THENCE S. 30°00'00" W., A DISTANCE OF 30.00 FEET TO A POINT;
 - THENCE N. 60°00'00" W., A DISTANCE OF 20.00 FEET TO THE POINT OF BEGINNING.
- CONTAINS 800 SQUARE FEET, OR 0.0138 ACRES, MORE OR LESS.



LDL
Owner Initials
6/2/97

[Signature]
U.S. West Initials

ADDENDUM TO OPTION AND SITE LEASE AGREEMENT

The attached Option and Site Lease Agreement made and entered into this 27th day of May, 1997, by and between the Western Museum of Mining and Industry, a Colorado corporation ("Lessor") and U S West Communications Wireless Group, a division of U S West Communications, Inc., a Colorado Corporation, ("Lessee") of which this Addendum is made a part, is hereby amended and supplemented as follows:

Witnesseth:

The first "WHEREAS" clause of the lease shall be amended to read: WHEREAS, Lessor is the owner of certain real property including building(s) more particularly described on Exhibit A attached hereto and made a part hereof by this reference ("Lessor's Property"); WHEREAS, Lessee wishes to place Communication Facilities on a portion of Lessor's Property as more particularly described on Exhibit B attached hereto and made a part hereof by this reference (the "Property").

The first sentence of Section 2 shall be amended to read: Option. The option to lease the Property may be exercised by Lessee at any time within the first 18 months of the Date of Agreement ("Option Period") by providing Lessor with written notice of Lessee's intent.

The first sentence of Section 3 shall be amended to read: Permitted Use. The location on the Lessor's Property which Lessee is obtaining the option to lease for the purpose of occupying and installing its Communication Facilities is the 30' x 20' portion of the Property described on Exhibit B as "proposed 30'x20' lease parcel" which shall be referred to as the "Site".

Section 3(a) shall be amended to read: Lessee shall have the right, at its expense, to install, construct, reconstruct and maintain on the Site communication facilities including, without limitation, radio and other communication transmitting and receiving antennas, support mounts, cables, equipment, equipment storage structures and other improvements relating thereto (collectively the "Communication Facilities"). Lessee shall have the right to modify, supplement, replace, upgrade or relocate the Communication Facilities on the Site at any time during the term of the lease so long as said relocation, replacement or upgrade is made for the purpose of improving the operation of its Communication Facilities, with prior written consent of Lessor, which shall not be unreasonably withheld. The Communication Facilities shall be designed in a way that is compatible with the existing mining buildings and structures on the property, and generally in conformance with plans, drawings and projections previously given to Lessor by Lessee.

Section 3(b) shall be amended to read: Lessee shall be entitled to reasonable access to the Site 24 hours a day, seven days per week provided however, except in the case of an emergency, Lessee shall notify Lessor in advance of Lessee's proposed construction, maintenance or repair activities to be performed on the Site in order to coordinate said activities with Lessor's operations. Lessee agrees that access to the Site shall be by the route described as "Access Route" as described on Exhibit B, unless the parties mutually agree in writing that a different access route will be used. If necessary, Lessee shall be entitled to construct an access route on the Property to serve the Communication Facilities.

Section 4 shall be amended to read: Term. This Lease, if executed, shall be for a term of five years ("Lease Term"). And shall commence on the date that the Lessee places its written notice to Lessor in the mailbox, postage paid, return receipt requested of its intent to execute its right to lease the Property together with a check in the amount of the first month's rent. In no event shall Lessee's notice to Lessor be later than 30 days after the issuance of a building permit to construct the Communication Facilities. Lessee shall have a right to renew the Lease Term four additional terms at five year terms each (each being a "Renewal Term").

Section 5(b) shall be amended to read: Lessee shall pay, as additional rent, any increase in real property taxes levied against the Property, which is reasonably attributable to Lessee's use of the site, and Lessor agrees to furnish proof of such increase to Lessee.

Section 7(b) shall be amended to read: Lessor warrants to Lessee the use and quiet enjoyment of the Site. Lessor agrees that it shall not use, nor shall it permit its tenants, Lessees, employees, invitees or agents to use, any portion of the Property in any way which would unreasonably interfere with the operation of the Site by Lessee, provided that continued use by Lessor or Existing Tenants in the same manner as existed at the time the Lease was executed shall not constitute interference with Lessee's operations. The rights of Lessor, its tenants or licensees include specifically, but not by way of limitation, the proposed use by the Friends of the Cumbres and Toltec Railroad, the live steam engine, and the Pikes Peak Antique Machinery Days. Lessor acknowledges that the proposed uses described herein do not physically encroach upon the Site.

Section 8(a) shall be amended to read: Lessee will be solely responsible for and will defend, indemnify and hold Lessor, its agents, and employees harmless from and against any and all direct claims, costs, and liabilities, including reasonable attorneys' fees and costs, arising out of or in connection with the removal, cleanup or restoration of the property associated with the Lessee's use of Hazardous Materials. Lessee will handle, treat, store and dispose of hazardous materials in full compliance with all applicable laws, rules, regulations and ordinances.

Section 8(d) shall be amended to read: The RF energy radiated by Lessee at the Site shall not exceed that permitted by any applicable law or regulation.

Section 8(e) shall be added as follows: 8(e) The obligations of this section eight shall survive the expiration or other termination of this Agreement.

The first sentence of Section 9 shall be amended as follows: Insurance/Indemnification/Eminent Domain. Lessee shall maintain at its expense commercial general liability insurance listing Lessor as an additional insured covering actions by Lessee providing for a limit of not less than \$1,000,000.00 single limits, bodily injury and/or property damage combined, for damages arising out of bodily injuries to or death of all persons and for damages to or destruction of property, including the loss of use thereof.

Section 10(a) shall be amended to read: Upon Lessor's written consent, which shall not be unreasonably withheld, Lessee may assign this Lease, in part or in whole, including its right to renew, to any person or business entity with a net asset value of \$5,000,000 which is licensed by the Federal Communications Commission.

The following subsection shall be added to Section 10: Section 10(e): Upon Lessor's written consent, which shall not be unreasonably withheld, Lessee may sublet and assign this Lease, or portion thereof, to a third party ("sublessee") provided Lessee pays Lessor fifty percent (50%) of any rent collected by Lessee from such sublessee. In no event shall the rental payments to the Landlord under any sublease to a third party be less than fifty percent (50%) of the rent due under this lease.

ADDENDUM TO OPTION AND SITE LEASE AGREEMENT, CONTINUED

Section 11(d) shall be added as follows: 11(d) Upon termination or expiration of this Agreement, Lessee shall at its sole expense remove all equipment, facilities and material from the site and return the site to its original condition, including regrading and revegetation.

In witness whereof, the parties have executed this instrument by proper persons thereto duly authorized so to do on the day and year first herein above written.

LESSOR:

Western Museum of Mining and Industry

BY: *C. Dale A. Colvin*
ITS: President
6/2/97

LESSEE:

U S WEST Communications, Inc.

BY: *Shirley J. Satter*
ITS: Attorney-in-Fact

U S WEST Communications Wireless Group

BY: *John H. Bonner*
ITS: V.P. OPERATIONS & ENGINEERING