

SITE AGREEMENT

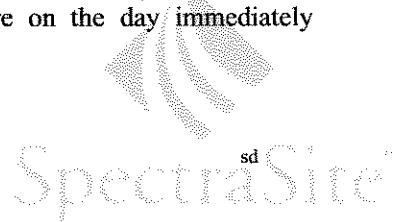
THIS SITE AGREEMENT (the "Site Agreement") is made as of the latter signature date hereof (the "Execution Date"), by and between TOWER ASSET SUB, INC., a Delaware corporation, and its successors and permitted assigns (hereinafter referred to as "SpectraSite") and NEW CINGULAR WIRELESS PCS, LLC, a Delaware limited liability company, d/b/a Cingular Wireless (hereinafter referred to as "User"). Unless otherwise defined herein, capitalized terms shall have the meaning set forth in the Master Site Agreement dated May 15, 2002 between SpectraSite Communications, Inc., a Delaware corporation, and Cingular Wireless LLC together with its members, SBC Wireless LLC, and BellSouth Mobility LLC d/b/a Cingular Wireless (the "MSA"). The parties agree that except as otherwise set forth herein, the terms and conditions of the MSA, as may be amended from time to time, shall govern the relationship of the parties under this Site Agreement and the provisions of the MSA relating to this Site are incorporated herein by reference.

- 1. SpectraSite Site Name/Number: Elsmere/CO-0094
- 2. User Site Name/Number: Constitution & Hwy 24/CO-2062
- 3. Name of User: New Cingular Wireless PCS, LLC, a Delaware limited liability company
- 4. Name of Prime Landlord: D&K Ackers LLC, a Colorado limited liability company
- 5. Date of Prime Lease/License: February 27, 1996
- 6. Site Address: 2870 Marksheffle Road
Colorado Springs, CO 80922
- 7. Site Latitude and Longitude: 38-52-29.64 N; 104-41-10.35 W
- 8. Centerline Antenna Height: 45 feet
- 9. Base Rent:

annually, payable in monthly installments of
due and payable on or before the

first day of each calendar month, subject to : over
the Base Rent payable in the prior year on the anniversary of the License Year.
Notwithstanding the foregoing, if the Site Commencement Date does not occur on the
first day of a calendar month, the first monthly installment of Base Rent shall include
prorated rent from the Site Commencement Date through the last day of the first full
calendar month following the Site Commencement Date. For the purposes of calculating
the annual increases, a License Year consists of a twelve (12) consecutive calendar month
period, provided that the first License Year shall commence on the Site Commencement
Date and expire on the last day of the calendar month in which the Site Commencement
Date occurs unless the Site Commencement Date occurs on the first day of a calendar
month, in which case, the first License Year shall expire on the day immediately
preceding the first anniversary of the Commencement Date.

SpectraSite's Site Name/Number: Elsmere/CO-0094
SpectraSite's CAP ID Number: 105437
User's Site Name/Number: Constitution & Hwy 24/CO-2026



10. Site Commencement Date: the earlier of: (i) the date User commences the installation of its Equipment on the Site; or (ii) sixty (60) days from the Site Agreement Execution Date, (unless User is continuing to diligently pursue an Approval, in which case the date may be up to one hundred twenty [120] days from the Site Agreement Execution Date, depending upon the date of User obtaining the outstanding Approval).
11. Initial Term: shall commence on the Site Commencement Date and shall continue until midnight of the ten (10th) anniversary of the Site Commencement Date (the "Initial Term"), unless the Site Commencement Date occurs on a date other than the first day of a calendar month, then the Initial Term shall expire on the last day of the calendar month in which the tenth (10th) anniversary of the Site Commencement Date occurs.
12. Renewal Term: four (4) five (5) year renewal terms.
13. Site Cost Reimbursement Amount: N/A
14. Reimbursement Payment: N/A
15. Power Distribution Panel Connection Fee: N/A
16. Square Feet of Ground Space: 180 square feet
17. SpectraSite Contact for Emergencies: SpectraSite NOC
1-888-498-3667
18. SpectraSite Address for Payments: SpectraSite Communications, Inc.
PO Box 751760
Charlotte, NC 28275-1760

***USER MUST INCLUDE THE SPECTRASITE SITE NUMBER ON EACH RENT CHECK**

19. User Contact for Emergencies: NOCC
1-800-832-6662
20. Site Specific Provisions:
- (a) SpectraSite Acknowledgement: To the best of our knowledge, this Site is in full compliance with all FCC/FAA regulations and that all filings or applications have been made accurately and in accordance with those regulations.
- (b) User's Billing Address
New Cingular Wireless Lease Administration
c/o Wireless Asset Management
Re: Cell Site #CO 2062 Cell Site Name Constitution & Hwy 24
PO Box 2088
Rancho Cordova, CA 95741-2088
- Federal Tax ID #: _____

SpectraSite's Site Name/Number: Elsmere/CO-0094
SpectraSite's CAP ID Number: 105437
User's Site Name/Number: Constitution & Hwy 24/CO-2026



(c) Notwithstanding anything to the contrary contained herein or in the MSA, with respect to the rights and obligations of the User and of Tower Asset Sub, Inc. with regard to this Site, Tower Asset Sub, Inc. shall be bound by and benefit from the terms of this Site Agreement and the MSA as fully and completely as if Tower Asset Sub, Inc. had executed the MSA in lieu of SpectraSite Communications, Inc.

(d) User Covenants and Warranty: The undersigned User, covenants and warrants to SpectraSite that such User, by its execution of this Site Agreement, has the authority and right to enter into the same and to perform the obligations imposed under such this Site Agreement and the MSA as incorporated herein.

21. Binding Agreement. This Site Agreement shall become valid and binding only upon SpectraSite's execution by its duly authorized representative.

22. The following exhibits are attached hereto and incorporated herein:

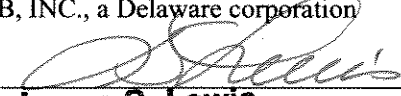
- Exhibit "A" Legal Description of Property, Access and Utility Easement
- Exhibit "A-1" Prime Lease/License Agreement
- Exhibit "B" User's Ground Space - Site Layout Plan and Tower Elevation
- Exhibit "C" User's Collocation Application or Abstract thereof
- Exhibit "D" Notice of Installation of User's Equipment
- Exhibit "E" FCC/FAA Compliance Data



IN WITNESS WHEREOF, the parties hereto have set their hands as of the signature date set forth below.

SPECTRASITE:

TOWER ASSET SUB, INC., a Delaware corporation

By: 
Printed Name: James S. Lewis
Title: Director, Collocation
Signature Date: A Duly Authorized Individual

3/20/05

USER:

NEW CINGULAR WIRELESS PCS, LLC, a Delaware limited liability company, d/b/a Cingular Wireless


By: 
Printed Name: DENNIS NEAL
Title: REAL ESTATE & CONST. MGR.
Signature Date: 3/16/05



EXHIBIT "A"

Site Description

Site Name:	<u>Elsmere</u>	MSA/RSA/MTA/BTA:	<u></u>
Site Number:	<u>CO-0094</u>	Site Address:	<u>2870 Marksheffle Road</u> <u>Colorado Springs, CO</u>

Legal Description of Property:

A PARCEL OF LAND SITUTATED IN THE NORTHEAST ¼ AND SOUTHEAST ¼ OF SECTION 32, TOWNSHIP 13 SOUTH, RANGE 65 WEST OF THE 6TH PRINCIPAL MERIDIAN; FURTHER DESCRIBED AS BEING LOCATED IN LOT 3, AKER’S ACRES SUBDIVISION NO. 1, EL PASO COUNTY, COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 3, THENCE N 90° 00’ 00” E, A DISTANCE OF 315.00 FEET ALONG THE SOUTH LINE OF SAID LOT 3; THENCE N 00° 00’ 00” W, A DISTANCE OF 65.00 FEET TO THE SOUTHEAST CORNER OF THE LEASE PARCEL AND THE TRUE POINT OF BEGINNING:

THENCE S 90° 00’ 00” W, 40.00 FEET;
THENCE N 90° 00’ 00” W, 40.00 FEET;
THENCE N 90° 00’ 00” E, 40.00 FEET;
THENCE S 90° 00’ 00” E, 40.00 FEET TO THE TRUE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL OF LAND CONTAINS 1,600.00 SQUARE FEET, MORE OR LESS.

EASEMENT DESCRIPTION – 20’ INGRESS-EGRESS & UTILITY EASEMENT

AN EASEMENT 20’ IN WIDTH, OVER AND ACROSS A PORTION OF LOT 3, AKER’S SUBDIVISION NO. 1, SITUTATED IN THE NORTHEAST ¼ AND SOUTHEAST ¼ OF SECTION 32, TOWNSHIP 13 SOUTH, RANGE 65 WEST OF THE 6TH PRINCIPAL MERIDIAN, EL PASO COUNTY, COLORADO, SAID EASEMENT BEING 10.00 FEET ON EITHER SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 3, THENCE N 00° 00’ 00” E, A DISTANCE OF 75.00 FEET ALONG THE WEST LINE OF SAID LOT 3 AND THE EAST LINE OF AKER’S DRIVE, A DEDICATED STREET, TO THE TRUE POINT OF BEGINNING OF THIS EASEMENT DESCRIPTION.

THENCE N 90° 00’ 00” E, 275.00 FEET TO A POINT ON THE WEST LINE OF THE LEASE PARCEL, SAID POINT BEING N 00° 00’ 00” W, A DISTANCE OF 10.00 FEET FROM THE SOUTHWEST CORNER OF THE LEASE PARCEL, AND THE POINT OF TERMINUS OF THIS EASEMENT.

SpectraSite’s Site Name/Number: Elsmere/CO-0094
SpectraSite’s CAP ID Number: 105437
User’s Site Name/Number: Constitution & Hwy 24/CO-2026



EXHIBIT "A-1"

Prime Lease/License Agreement

(Subject to redaction)

SpectraSite's Site Name/Number: Elsmere/CO-0094
SpectraSite's CAP ID Number: 105437
User's Site Name/Number: Constitution & Hwy 24/CO-2026

3817 v1



Exhibit A-1

ASSIGNMENT OF LEASES

THIS ASSIGNMENT OF LEASES ("Assignment") is made and entered into effective as of April 25th, 1999, by and between Nextel West Corp., a Delaware corporation, d/b/a Nextel Communications ("Nextel"), Tower Parent Corp., a Delaware corporation and affiliate of Nextel ("Parent Co.") and Tower Asset Sub, Inc., a Delaware corporation and affiliate of Nextel and Parent Co. ("Tower Sub").

WITNESSETH:

WHEREAS, Nextel, Parent Co., Tower Sub and certain other parties designated therein have entered into an Agreement and Plan of Merger dated February 10, 1999, as amended (the "Merger Agreement"), which contemplates, inter alia the sale, conveyance, assignment and transfer of Nextel's tower assets and the lease-back by Nextel of certain ground and/or platform space on such tower assets to continue operation of Nextel's wireless telecommunications business in each such location pursuant to a Master Site Lease Agreement between the parties hereto and the other parties to the Merger Agreement dated of even date herewith (the "Master Lease");

WHEREAS, in connection with the sale of Nextel's leasehold interests in the land and fee simple interests in the tower structures, tower lighting, tower grounding system, and fences and, solely in the cases of sites designated as analog sites, shelters and concrete pads (hereinafter collectively, the "Property") Nextel desires to assign to Parent Co., Parent Co. desires to assign to Tower Sub, and Tower Sub desires to assume all of Nextel's rights to and obligations as lessee under those certain leases (each, a "Prime Lease" and collectively, the "Prime Leases") pursuant to which Nextel derives its leasehold interests in the land and its ownership interests in the tower assets, which Prime Leases are listed on Exhibit A attached hereto and incorporated herein by reference; and

WHEREAS, in connection with the sale of its interests in the Property, Nextel further desires to assign to Parent Co., Parent Co. desires to assign to Tower Sub and Tower Sub desires to assume all of Nextel's rights to and interest in all subleases and sublicenses between Nextel as sublessor or sublicensor and third party sublessees and sublicensees (each individually a "Tenant Lease" and collectively, the "Tenant Leases"), which Tenant Leases are listed on Exhibit A.

NOW, THEREFORE, for and in consideration of the foregoing, the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the parties hereto agree as follows:

- 1. Recitals. The recitals set forth above are incorporated herein by reference and made a part of this Assignment.



2. Assignment and Assumption. Nextel does hereby assign, transfer, set over, and deliver to Parent Co., and Parent Co. does hereby assign, transfer, set over and deliver to Tower Sub all of Nextel's rights, title and interests in and to the Prime Leases, including without limitation all related easements, ancillary agreements and other appurtenant rights pertaining to and running with the real property subject to the Prime Leases, the Property, and the Tenant Leases. Tower Sub does hereby accept, assume and agree to be bound by all the terms and conditions which are the responsibility of the lessee or tenant under each Prime Lease, all the terms and conditions of all related easements and ancillary agreements, and all the terms and conditions which are the responsibility of the sublessor/sublicensor under each Tenant Lease and which arise or are incurred or which are required to be performed from and after the date of this Assignment.

3. Reconveyance. Notwithstanding anything to the contrary contained herein, in the event Nextel exercises its option to re-acquire any Site from Tower Sub pursuant to the terms of the Master Lease, all of Tower Sub's interest therein shall automatically re-convey to Nextel. The parties hereby agree to execute any instrument or other documents required to evidence any such re-conveyance.

4. Further Assurances. The parties hereby agree to perform, execute and/or deliver or cause to be performed, executed and/or delivered any and all such further acts and assurances as may reasonably be required to confirm the transfers pursuant to this Assignment.

5. Counterparts. This Assignment may be executed in two or more counterparts, all of which taken together shall constitute one and the same instrument.

6. Governing Law. This Assignment shall be governed and construed in accordance with the laws of the State of Delaware without reference to its conflicts of laws principles. Notwithstanding the foregoing, to the extent that the law of the state in which the real property subject to the Prime Lease is located is mandatory rather than permissive for the issue in question (such as, by way of example only, with respect to possession) the laws of the state in which the real property is located shall govern.

7. Successors and Assigns. The terms and conditions of this Assignment shall run with the property and shall be binding on and inure to the benefit of the successors and permitted assignees of the respective parties.

[Signatures on next page.]

IN WITNESS WHEREOF, the parties have caused this Assignment to be duly executed and delivered effective as of the date first above written.

NEXTEL WEST CORP.,
a Delaware corporation

By: W. F. Spier [SEAL]
Its: VICE PRESIDENT

TOWER PARENT CORP., a Delaware corporation

By: W. F. Spier [SEAL]
Its: VICE PRESIDENT

TOWER ASSET SUB, INC., a Delaware corporation

By: W. F. Spier [SEAL]
Its: VICE PRESIDENT

EXHIBIT A

PRIME LEASES AND TENANT LEASES ASSIGNED

See the list of Prime Leases and Tenant Leases attached hereto, which is deemed to include all unidentified additional Tenant Leases for the Sites identified therein, if any. If requested, Nextel and Parent Co. shall execute additional documentation pursuant to Section 4 of this Assignment upon the discovery of any such additional Tenant Leases.

CO-0094	D E K Aclens LLC, a Colorado Limited Liability Company	OneCortm Corporation, N.A., a Delaware Corporation	2/27/98		
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Site

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1309

ORIGINAL

Rocky Mountain Area
Site Name: Elsmere
Site Number: CO0941011Z

FIRST AMENDMENT TO LEASE AGREEMENT

Recitals

WHEREAS, Electronic Drive LLC, a Limited Liability Company of Colorado, ("Lessor") and OneComm Corporation, N.A., a Delaware Corporation ("Lessee") have entered into that certain Communications Site Lease ("Lease") dated February 27, 1996, for certain premises located in the State of Colorado, County of El Paso, City of Colorado Springs, commonly known as 2870 Marksheffle Road, Colorado Springs, CO 80922 ("Property"), more particularly described within the Lease;

WHEREAS, the Lessee is now doing business as Nextel Communications, and the address for Lessee pursuant to paragraph 22 "Notices and Communications" has been changed; and

WHEREAS, both parties agree that the fourth five (5) year extension base rent pursuant to paragraph 3,(a) of the Lease is incorrect.

NOW THEREFORE;

1) Paragraph 22 is hereby deleted in its entirety and replaced with:

22. Notices. Any notice or demand required to be given herein shall be made by certified or registered mail, return receipt requested, or reliable overnight courier to the address of the respective parties set forth below:

Lessor: Electronic Drive LLC
7720 Electronic Drive
Colorado Springs, CO 80922
Attention: Daniel Meyer

Lessee: Nextel Communications
4643 S. Ulster, Suite 500
Denver, CO 80237
Attention: Property Administrator

With Copies To: Nextel Communications
1505 Farm Credit Drive
McLean, VA 22102
Attention: Contracts Manager

2) The fourth five (5) year base rent pursuant to paragraph 3,(a) is hereby changed from [redacted] which represents a [redacted]

3) No further modifications to the Agreement are made at this time.

OneComm Corporation, N.A., a
Delaware Corporation d.b.a.
Nextel Communications

By: [Signature]

Printed Name: Mark Dreher

Title: Rocky Mountain Area

Date: 12/2/1996

Electronic Drive LLC,
a Limited Liability Company of Colorado

By: [Signature]

Printed Name: DANIEL L. MEYER

Date: 11-21-96

Tax ID#: [redacted]

SpectraSite

ORIGINAL

FIRST AMENDMENT

THIS AMENDMENT is hereby made a part of and incorporated into the Communications Site Lease ("Lease") between OneComm Corporation, N.A. ("OneComm") and Electronic Drive LLC, a Limited Liability Company of Colorado dated February 27, 1996.

2 (c) During the term of the Lease, any additional amount due to Lessor shall be considered additional rent, such as taxes.

12. Termination by OneComm. (1) OneComm may terminate this Lease for cause upon the giving of one hundred eighty (180) days' written notice to Lessor if any of the following events occur: (a) OneComm fails to obtain or loses any necessary permits, approvals or orders and is thereby unable to use the Premises as a Communications Site; (b) If OneComm determines at any time that the Property is not appropriate for locating OneComm's communication equipment for technological reasons, including, but not limited to, signal interference. (ii) OneComm may terminate this Lease upon the giving of thirty (30) days' written notice if Lessor fails to comply with any material term, condition or covenant of this Lease and does not cure such failure within thirty (30) days after written notice thereof or in the event of a cure which requires in excess of thirty (30) days to complete, if Lessor has not commenced such cure within thirty (30) days of such notice and is not diligently prosecuting said cure to completion. OneComm shall have the right to cure any default by Lessor following such notice and cure period and to deduct the cost of such cure from rent due hereunder upon presentation of an accounting of such costs to Lessor.

13. Termination by Lessor. Lessor may terminate this Lease upon the occurrence of any of the following: (a) failure by OneComm to pay any rent required hereunder when due if such failure shall continue for more than sixty (60) calendar days after delivery to OneComm of notice of such failure to make timely payment; (b) failure by OneComm to comply with any material term, condition or covenant of this Lease, other than the payment of rent, if such failure is not cured within thirty (30) days after written notice thereof to OneComm, or in the event of a cure which requires in excess of thirty (30) days to complete, if OneComm has not commenced such cure within thirty (30) days of such notice and is not diligently prosecuting said cure to completion; or (c) if OneComm becomes insolvent, or makes a transfer in fraud of creditors, or makes an assignment for the benefit of creditors, or files a petition under any section or chapter of the Federal Bankruptcy Code, as amended, or under any similar law or statute of the United States or any state thereof, or is adjudged bankrupt or insolvent in proceedings filed against OneComm thereunder, or if a receiver or trustee is appointed for all or substantially all of the assets of OneComm due to OneComm's insolvency.

15. Warranties and Covenants of Lessor. Lessor warrants and covenants that (a) Lessor has legal right to possession of the Premises and the power and the right to enter into this Lease and that OneComm, upon the faithful performance of all of the terms, conditions and obligations of OneComm contained in this Lease, shall peaceably and quietly hold and enjoy the Premises upon the terms, covenants and conditions set forth in this Lease throughout the term of this Lease and any extensions thereof; (b) Lessor shall deliver the Premises to OneComm in substantially the same condition it existed on the date of execution of this Lease by OneComm and shall maintain the Property in a manner which will not interfere with OneComm's use of the Premises as contemplated hereby; (c) Lessor shall make available to OneComm at the Property, all presently existing utility services required by OneComm for purposes of the operation of OneComm's equipment at the Premises, provided that OneComm may at its own expense (or Lessor may, if OneComm so requests, at OneComm's expense), install any and all additional utilities service facilities which are so required; (d) Lessor shall, during the term hereof, make payment of all real property taxes and general and special assessments levied against the Property and the Premises which it has the duty to pay within the time allowed by the taxing authorities in order to avoid penalty and OneComm shall compensate Lessor for any real property taxes directly attributable to the value of improvements placed upon the Premises by OneComm, provided that OneComm's obligations hereunder shall arise only if Lessor shall promptly provide OneComm, with all notices, levies and assessments and any other documentation from the taxing authority, of taxes due in connection with the Leased Premises reasonably acceptable to OneComm, which substantiate that the amounts demanded by Lessor are directly attributable to OneComm's improvements; and payment required by OneComm hereunder will be made by OneComm before the same becomes delinquent; except that OneComm shall have the right to contest in the name of Lessor any tax levy or assessment for

SpectraSite

which OneComm may be required to reimburse Lessor; and (e) OneComm shall have access to the Premises from the nearest public way at all times and all security gates and access roads (if any) shall be operational.

17. **Liability and Indemnification.** OneComm shall at all times comply with all laws and ordinances and all rules and regulations of municipal, state and federal governmental authorities relating to the installation, maintenance, height, location, use, operation, and removal of improvements authorized herein, and shall fully indemnify Lessor, Intermountain Coach and Intermountain Leasing against any loss, cost or expense under any medical or health claims which may be sustained or incurred by Lessor as a result of the installation, operation or removal of such improvements. Except for the acts of Lessor and Lessor's agents or employees or the acts of Intermountain Coach, Intermountain Leasing, Inc., and agents or employees of Intermountain Coach, Intermountain Leasing and Lessor shall not be liable to OneComm for any loss or damages arising out of personal injuries or property damage on the Premises

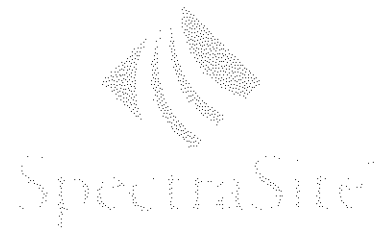
IN WITNESS WHEREOF, the parties hereto have executed this lease addendum as of the day and year first above written.

OneComm Corporation, N.A., a Delaware corporation

By: *Mark W. Dreher*
Title: *Rocky Mountain Area President*
Printed Name: *Mark Dreher*
Date: *4/19/96*

Electronic Drive LLC, a Limited Liability Company of Colorado

By: *Daniel L. Meyer*
Title: *MANAGER*
Printed Name: *DANIEL L. MEYER*
Date: *4-29-96*



CO-0094
Elsmere

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

OneComm Corporation, N.A.
4643 South Ulster Street, Suite 500
Denver, Colorado 80237
Attn: Linda Augustine

J. Patrick Kelly El Paso Cty, CO
07/20/1999 11:02
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099115576



Elsmere, CO Ground Lease

SHORT FORM OF LEASE

THIS SHORT FORM OF LEASE is made and entered into as of this 21 day of February 1999, by and between **ELECTRONIC DRIVE, LLC**, a Limited Liability Company of Colorado ("Lessor") and **OneComm Corporation, N.A.** a Delaware corporation ("OneComm").

WITNESSETH:

That Lessor hereby leases to OneComm and OneComm hereby leases from Lessor a portion of that certain real property in the City of Colorado Springs, County of El Paso, State of Colorado, a legal description of which is shown in Exhibit A attached hereto and incorporated herein by reference, under the terms and conditions of the unrecorded Lease Agreement by and between Lessor and OneComm dated 2-27 1996, and incorporated herein by reference (the "Lease Agreement"), for an initial term of five (5) years, and four (4) subsequent optional extension terms of five (5) years each, with a term commencement date of no later than March 1, 1996, pursuant to the terms of the Lease Agreement. The portion of the real property leased by Lessor to OneComm is that portion depicted on Exhibit B attached hereto and incorporated herein by reference. The Lease agreement provides for access and utility easements during the term of the Lease over Access Areas defined therein and also states, "Any future lease of the Property which permits the installation of communication equipment shall be conditioned upon not interfering with OneComm's operation of the Communications Site." All of the Lessor's covenants under the Lease are intended to and shall inure to the benefit of OneComm and its successors.

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

OneComm Corporation, N.A., a Delaware corporation

ELECTRONIC DRIVE, LLC, a Limited Liability Company of Colorado

By: Mark Dreher
Title: Rocky Mountain Area President
Printed Name: Mark Dreher

By: Daniel L. Meyer
Title: MANAGER
Printed Name: DANIEL L. MEYER

ACKNOWLEDGMENTS

State of Colorado)
County of Denver)

The foregoing instrument was acknowledged before me this 1st day of March 1996 by Mark Dreher as PRESIDENT of OneComm Corporation, N.A., a Delaware corporation.

WITNESS my hand and official seal.

My commission expires: May 18, 1998

Georgia Stovall
Notary Public - Linda Augustine

ORIGINAL

ACKNOWLEDGMENTS CONTINUED

1 COUNTY LOCATED
CO-009A
Elsmere

State of Colorado }
County of El Paso }

The foregoing instrument was acknowledged before me this 27 day of February, 1998, by Daniel L. Meyer as Manager of Electronic Drive LLC, a Limited Liability Company of Colorado.

WITNESS my hand and official seal.

My commission expires: 12-5-96

J. Patrick Kelly
Notary Public



J. Patrick Kelly El Paso Cty, CO 099115576
07/20/1999 11:02
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Rec \$20.00 2 of 4


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EXHIBIT A

DESCRIPTION OF LAND

to the Agreement dated February 27, 1996 by and between Electronic Drive, LLC, a Limited Liability Company of Colorado, as Lessor, and NEXTEL WEST CORP., a Delaware corporation, d/b/a Nextel Communications, as Lessee.

The Land is described and/or depicted as follows:

A PARCEL OF LAND SITUATED IN THE SOUTHEAST 1/4 OF SECTION 32, TOWNSHIP 13 SOUTH, RANGE 65 WEST OF THE 6TH PRINCIPAL MERIDIAN; FURTHER DESCRIBED AS BEING LOCATED WITHIN LOT 3, AKER'S ACRES SUBDIVISION NO. 1, EL PASO COUNTY, COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 3; THENCE N 90° 00' 00" E A DISTANCE OF 315.00 FEET ALONG THE SOUTH LINE OF SAID LOT 3; THENCE N 00° 00' 00" W A DISTANCE OF 65.00 FEET TO THE SOUTHEAST CORNER OF THE LEASE PARCEL AND THE TRUE POINT OF BEGINNING

THENCE S 90° 00' 00" W, 40.00 FEET; THENCE N 00° 00' 00" W, 40.00 FEET; THENCE N 90° 00' 00" E, 40.00 FEET; THENCE S 00° 00' 00" E, 40.00 FEET TO THE TRUE POINT OF BEGINNING. THE ABOVE DESCRIBED PARCEL OF LAND CONTAINS 1,600.00 SQUARE FEET, OR 0.0367 ACRES, MORE OR LESS.

J. Patrick Kelly El Paso Cty, CO

07/20/1999

11:02

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3 of 4

and otherwise known as: 2870 Marksheffle Road, Colorado Springs, CO 80922

APN: _____

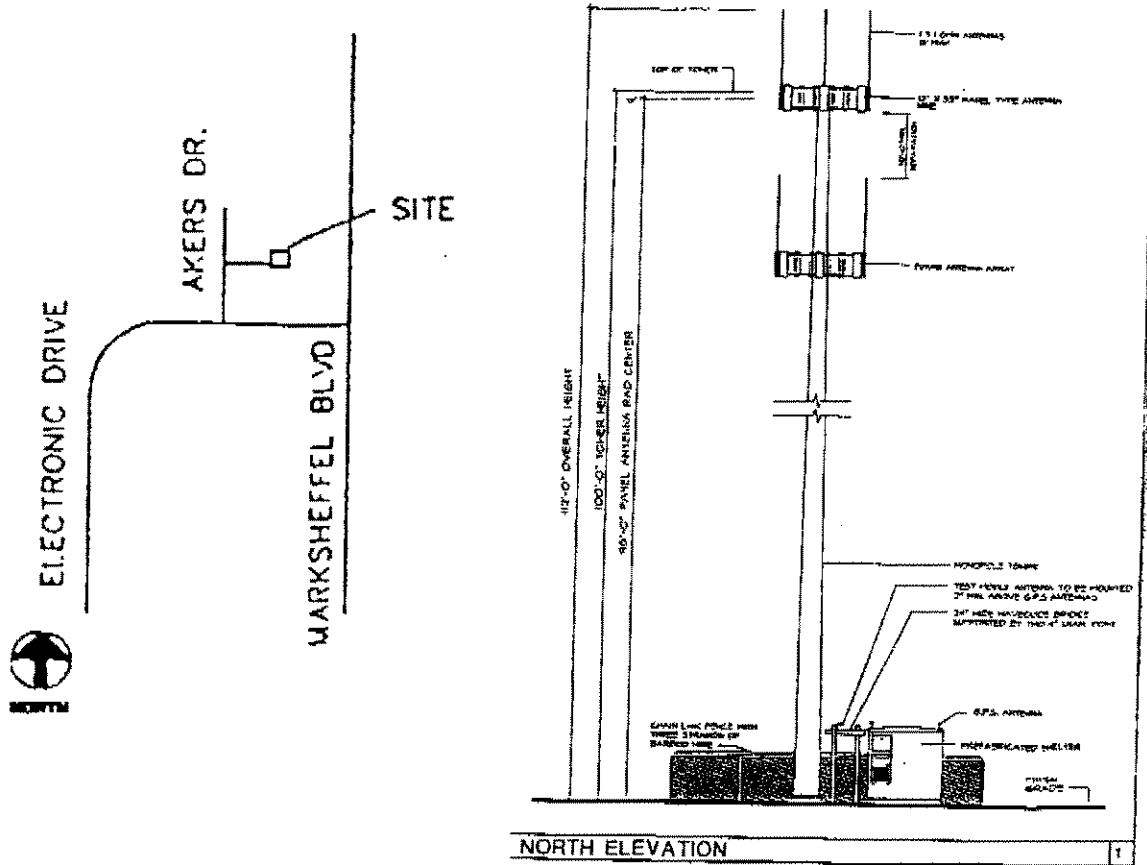
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EXHIBIT B

DESCRIPTION OF PREMISES

to the Agreement dated February 27, 1996 by and between Electronic Drive, LLC, a Limited Liability Company of Colorado, as Lessor, and NEXTEL WEST CORP., a Delaware corporation, d/b/a Nextel Communications, as Lessee.

The Premises are described and/or depicted as follows:



J. Patrick Kelly El Paso Cty, CO
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Notes:

1. This Exhibit may be replaced by a land survey of the Premises once it is received by Lessee.
2. Setback of the Premises from the Land's boundaries shall be the distance required by the applicable governmental authorities.
3. Width of access road shall be the width required by the applicable governmental authorities, including police and fire departments.
4. The type, number and mounting positions and locations of antennas and transmission lines are illustrative only. Actual types, numbers, and mounting positions may vary from what is shown above.

Spect ORIGINAL

ORIGINAL

SITE NAME: ELSMERE
SITE NO. CO0941011Z-1

COMMUNICATIONS SITE LEASE
(Colorado Ground Lease)

Dated February 27, 1996 between OneComm Corporation, N.A. a Delaware corporation ("OneComm"), and having its principal place of business at 4643 South Uister Street, Suite 500, Denver, Colorado 80237 Attn: General Counsel, and ELECTRONIC DRIVE LLC, a Limited Liability Company of Colorado ("Lessor"), having its principal place of business at 7720 Electronic Drive, Colorado Springs, Colorado 80922.

1. **The Property.** Lessor is the record owner of a certain parcel of real property located in the State of Colorado, County of El Paso, City of Colorado Springs, commonly known as 2870 Marksheffle Road, Colorado Springs, Colorado 80922 (the "Property"). A legal description of the Property is contained in Exhibit A to this Lease.

2. **Lease of the Premises.**

(a) **Premises.** Lessor hereby leases to OneComm and OneComm leases from Lessor that portion of the Property generally described as approximately One Thousand Six Hundred (1,600') square feet of ground space, more particularly described as a forty (40') foot by forty (40') foot parcel of land on the Property upon which OneComm shall construct certain communications facilities consisting of one One Hundred foot (100') tower, an eleven foot (11') by twenty foot (20') enclosed equipment shelter, three omni directional or nine panel antennas (the "Premises"). A description of the Premises which may be used for legal purposes is contained in Exhibit B to this Lease. Lessor and OneComm hereby agree that the Premises including any Access Areas (defined herein) may be surveyed by a licensed surveyor at the sole cost of OneComm, and such survey shall after approval by Lessor, which approval shall not be unreasonably withheld then supplement Exhibit B, and become a part hereof and shall control to describe the Premises and Access Areas in the event of any discrepancy between such survey and the description of the boundary of the Premises contained herein.

(b) **OneComm Improvements.** Following the Commencement Date, OneComm shall have the right to construct the Communications Site (defined herein) in accordance with the plans which, after approval by Lessor, be attached as Exhibit B, and such approval by Lessor shall not be unreasonably withheld, which are hereby approved for construction by Lessor. Lessor acknowledges that certain modifications to the Premises not shown on Exhibit B may be required to accommodate construction of the Communications Site which do not require amendment of the building permit (such as orientation of the equipment shelter and tower or the number and type of antennas), which modifications OneComm may complete without further approval by Lessor. OneComm shall obtain the consent of Lessor, which consent shall not be unreasonably withheld, for any modifications required to accommodate the Communications Site not shown in Exhibit B which require an amendment to the building permit. OneComm shall obtain all necessary governmental approvals and permits prior to commencing construction and shall provide Lessor with five (5) days notice prior to the start of construction to permit Lessor to post notices of non-responsibility. All OneComm contractors and subcontractors shall be duly licensed in the state where the Property is located.

(c) During the term of the Lease, any additional amount due to Lessor shall be considered additional rent.

3. **Rent.**

(a) **Base Rent.** OneComm shall pay to Lessor as rent the sum of Five Hundred Fifty Dollars (\$550.00) per month, due and payable on the first day of each month, in advance, commencing on the Commencement Date and continuing during the term with the following increases in the monthly base rent each five year renewal:

- First five (5) year extension base rent will be [REDACTED]
- Second five (5) year extension base rent will [REDACTED]
- Third five (5) year extension base rent will be [REDACTED]
- Fourth five (5) year extension base rent will [REDACTED]

(b) **Utility Charge.** OneComm shall install separate utility meters at the Premises and, when permitted by the serving utilities, OneComm shall be responsible directly to the serving utilities for all utilities required for OneComm's use of the Premises.

(c) **Late Charges.** If any rental amount or other amount due hereunder is not paid when due, said amount shall be subject to a late charge of [REDACTED] All such amounts shall be considered additional rents.

4. **Term of Lease.** This Lease shall be for an initial term of five (5) years. OneComm shall have the right to extend its tenancy beyond the initial term for four (4) additional successive optional extension terms of five (5) years each.

5. **Commencement Date; Governmental Permits.** The initial term of this Lease shall commence on the earlier to occur of the first day of the first month following OneComm's notice to Lessor in writing that OneComm has obtained all permits and approvals necessary for OneComm to be legally entitled to construct the Communications Site for providing radio communications services at the Premises, or March 1, 1996 (the "Commencement Date"). OneComm shall be permitted to occupy the Premises and commence construction of the Communications Site upon receipt of all such permits and approvals and notice to Lessor as required in Section 2. Any such pre-Commencement Date occupancy by OneComm shall be under all the terms and conditions of this Lease and OneComm shall pay any portion of one month's rent due for such occupancy with the first month's rent due hereunder. All payments made to Lessor as rental, from commencement date until the time OneComm has secured all licenses and approvals, shall remain the property of Lessor.

SpectraSite

6. **Use of the Premises.** OneComm shall use the Premises as one of OneComm's radio communications sites (a "Communications Site") comprising OneComm's system (the "System") for providing radio and wireless telecommunications services to the public, including Enhanced Specialized Mobile Radio, Specialized Mobile Radio, short messaging, wireless data and any other radio service which OneComm is legally authorized to provide to the public during the term of this Lease. A Communications Site, for purposes of this Lease, is a site at which radio, telephone and communications equipment is installed and used to send and receive radio signals to and from wireless telephones and other radio devices and to connect those signals to radio, telephone or other communications facilities either directly, by means of cables, or indirectly, by means of transmitting and receiving facilities (including microwave antennas) located at the Communications Site. OneComm shall not use the Premises for any other purposes without the written consent of Lessor.

7. **Easement.** Lessor hereby grants to OneComm for the duration of this Lease, or any extensions thereof, an unimpaired, non-exclusive easement and right of way in and over the access roads shown in Exhibit B (if any) ("Access Road"), the overhead or underground cable and utility runs shown in Exhibit B (if any) ("Service Easement"), the common areas at the Property and all areas necessary to provide physical access by personnel and equipment from the nearest public right of way, and utilities from the nearest service, to or from the Premises (the "Access Areas"). The rights granted to OneComm herein are for the purpose of installing, constructing, maintaining, restoring, replacing, and operating OneComm's equipment located within or on the Premises or such Access Areas, including, in the case of an emergency, the right to temporarily install a fuel powered electrical generator. Such rights shall include the right of ingress and egress, twenty-four (24) hours per day, seven (7) days per week over such Access Areas for access to or from any of OneComm's equipment.

8. **Protections Against Interference.** Lessor will not grant a lease to any party for use of the Property, if such use would interfere with OneComm's operation of the System. Any future lease of the Property which permits the installation of communication equipment shall be conditioned upon not interfering with OneComm's operation of the Communications Site. Without limiting any other remedy in law or equity, OneComm shall have the right to terminate this Lease upon thirty (30) days' written notice in the event its reception or transmission is interfered with by other antenna equipment, or obstacles constructed or operated in OneComm's reception or transmission paths.

9. **Damage and Destruction.** If the Premises are, in whole or in part, damaged or destroyed then: (1) if wholly damaged or destroyed so that all of the Premises are rendered permanently unusable for reconstruction of a Communications Site, this Lease shall then terminate and OneComm shall be liable for the rent only up to the time of such destruction and any rent prepaid by OneComm shall be returned to OneComm; but (2) if only partially destroyed and still usable for construction of a Communications Site, OneComm shall, within a reasonable time, repair the Premises with a fifty percent (50%) reduction of rent which the reduction of rent shall not exceed ninety (90) days from the time of such partial destruction until the Premises are again as fully usable by OneComm as they were before such partial damage or destruction; provided, however, that OneComm shall not be required to rebuild the Communications Site if: (i) such partial damage or destruction shall occur within three (3) months prior to the termination of this Lease; (ii) OneComm continues to pay the rental amounts due hereunder and the Premises are maintained in a safe and sanitary condition; or (iii) such damage and destruction is directly caused by the negligence or misconduct of Lessor. A decision as to whether partially destroyed or partially condemned (for purposes of Section 10) Premises are still usable for reconstruction of a Communications Site, shall be made jointly by Lessor and OneComm, and, if they cannot agree, by an arbitrator reasonably acceptable to both parties.

10. **Condemnation.** If all or part of the Premises is taken by condemnation such that the Premises are no longer usable for reconstruction of a Communications Site, this Lease shall terminate unless OneComm's equipment and improvements can be relocated to another position at the Property acceptable to OneComm and Lessor. If the Premises are wholly or partially condemned, then Lessor shall be entitled to the entire award paid for such condemnation, and OneComm waives any right or claim to any part thereof from Lessor or the condemning authority. OneComm shall nonetheless have the right to claim and recover from the condemning authority, such compensation as may be separately awarded or recoverable by OneComm in OneComm's own right on account of any and all costs or loss to which OneComm might be put in connection with property taken by the condemning authority and removing OneComm's furniture, fixtures, leasehold improvements and equipment to a new location. OneComm shall be entitled only to that portion of the proceeds of condemnation which is directly attributable to the value of OneComm's equipment and improvements and costs of relocation.

11. **Need to Prevent Unsupervised Access.** OneComm's communications equipment is highly sensitive and any entry onto the Premises which could damage or interfere with it must be controlled. Accordingly, although Lessor may have a key to the Premises, Lessor shall not enter the Premises (other than in an emergency) unless it has given OneComm twenty-four (24) hours' actual notice. In case of emergency, Lessor shall make reasonable efforts to notify OneComm prior to entering the Premises.

12. **Termination by OneComm.** OneComm may terminate this Lease for cause upon the giving of one hundred eighty (180) days' written notice to Lessor if any of the following events occur: (a) OneComm fails to obtain or loses any necessary permits, approvals or orders and is thereby unable to use the Premises as a Communications Site; (b) if OneComm determines at any time that the Property is not appropriate for locating OneComm's communication equipment for technological reasons, including, but not limited to, signal interference or (c) Lessor fails to comply with any term, condition or covenant of this Lease and does not cure such failure within thirty (30) days after written notice thereof or in the event of a cure which requires in excess of thirty (30) days to complete, if Lessor has not commenced such cure within thirty (30) days of such notice and is not diligently prosecuting said cure to completion. OneComm shall have the right to cure any default by Lessor following such notice and cure period and to deduct the cost of such cure from rent due hereunder upon presentation of an accounting of such costs to Lessor.

13. **Termination by Lessor.** Lessor may terminate this Lease upon the occurrence of any of the following: (a) failure by OneComm to pay any rent or any other sum required hereunder when due if such failure shall continue for more than sixty (60) calendar days after delivery to OneComm of notice of such failure to make timely payment; (b) failure by OneComm to comply with any term, condition or covenant of this Lease, other than the payment of rent, if such failure is not cured within thirty (30) days after written

notice thereof to OneComm, or in the event of a cure which requires in excess of thirty (30) days to complete, if OneComm has not commenced such cure within thirty (30) days of such notice and is not diligently prosecuting said cure to completion; or (c) if OneComm becomes insolvent, or makes a transfer in fraud of creditors, or makes an assignment for the benefit of creditors, or files a petition under any section or chapter of the Federal Bankruptcy Code, as amended, or under any similar law or statute of the United States or any state thereof, or is adjudged bankrupt or insolvent in proceedings filed against OneComm thereunder, or if a receiver or trustee is appointed for all or substantially all of the assets of OneComm due to OneComm's insolvency.

14. **Exercise of Options to Extend.** OneComm shall have successive options to extend the term as long as OneComm has not been in default during the last six months of this Lease for the successive extension periods set forth in Section 4 of this Lease, on the same terms, covenants and conditions (except as to the number of remaining option terms) as are contained in this Lease. OneComm shall be deemed to have timely exercised each option without further notice to Lessor unless OneComm shall provide written notice to Lessor not less than sixty (60) days prior to the expiration of the then current term of OneComm's intent to terminate the Lease at the end of that term.

15. **Warranties and Covenants of Lessor.** Lessor warrants and covenants that (a) Lessor has legal right to possession of the Premises and the power and the right to enter into this Lease and that OneComm, upon the faithful performance of all of the terms, conditions and obligations of OneComm contained in this Lease, shall peaceably and quietly hold and enjoy the Premises upon the terms, covenants and conditions set forth in this Lease throughout the term of this Lease and any extensions thereof; (b) Lessor shall deliver the Premises to OneComm in substantially the same condition it existed on the date of execution of this Lease by OneComm and shall maintain the Property in a manner which will not interfere with OneComm's use of the Premises as contemplated hereby; (c) Lessor shall make available to OneComm at the Property, all presently existing utility services required by OneComm for purposes of the operation of OneComm's equipment at the Premises, provided that OneComm may at its own expense (or Lessor may, if OneComm so requests, at OneComm's expense), install any and all additional utilities service facilities which are so required; (d) Lessor shall, during the term hereof, make payment of all real property taxes and general and special assessments levied against the Property and the Premises which it has the duty to pay within the time allowed by the taxing authorities in order to avoid penalty and OneComm shall compensate Lessor for any real property taxes directly attributable to the value of improvements placed upon the Premises by OneComm; and (e) OneComm shall have access to the Premises from the nearest public way at all times and all security gates and access roads (if any) shall be operational.

16. **Warranties and Covenants of OneComm.** OneComm warrants and covenants that throughout the term of this Lease, OneComm shall maintain comprehensive liability insurance, naming Lessor as an additional insured, protecting and indemnifying Lessor and OneComm against claims and liabilities for injury, damage to persons or property, or for the loss of life or of property occurring upon the Premises resulting from any act or omission of OneComm, its employees, agents, contractors, and subcontractors. Such insurance shall afford minimum protection of not less than \$1,000,000 for injury to or death of any one person, \$2,000,000 for injury or death of two or more persons, and \$1,000,000 for property damage. OneComm shall furnish Lessor with a certificate indicating the applicable coverage on each anniversary date hereof. OneComm shall maintain the Premises in a clean, safe and sanitary condition throughout the Lease Term.

17. **Liability and Indemnification.** OneComm shall at all times comply with all laws and ordinances and all rules and regulations of municipal, state and federal governmental authorities relating to the installation, maintenance, height, location, use, operation, and removal of improvements authorized herein, and shall fully indemnify Lessor and any tenant or Lessee of Lessor against any loss, cost or expense under any medical or health claims which may be sustained or incurred by Lessor as a result of the installation, operation or removal of such improvements. Except for the acts of Lessor and Lessor's agents or employees Lessor shall not be liable to OneComm for any loss or damages arising out of personal injuries or property damage on the Premises.

18. **Title To and Removal Of OneComm's Equipment.** Title to OneComm's equipment, and all improvements installed at and affixed to the Premises or Property by OneComm shall be and shall remain the property of OneComm. Lessor hereby waives any lien rights it may have or acquire with respect to such property and shall promptly execute any document, required by any supplier, lessor, or lender of such property which waives any rights Lessor may have or acquire with respect thereto. OneComm may, at any time, including any time it vacates the Premises, remove OneComm's improvements, equipment, fixtures, and all of OneComm's personal property from the Premises, but OneComm shall not be required to remove any foundations for the tower or equipment shelter nor any underground cable or conduit.

19. **Holding Over.** If OneComm holds over after this Lease has been terminated, the tenancy shall be month-to-month, subject to the provisions of this Lease. During the holding over period, the rental amount shall double from the last extension term amount.

20. **Surrender.** Upon termination of this Lease, OneComm shall remove the equipment and improvements installed at the Premises by OneComm except as set forth in Section 18, and shall surrender the Premises in as good order and condition as when first occupied by OneComm, ordinary wear and tear and damage by fire or other casualty excepted.

21. **Assignment and Subletting.** OneComm shall not assign or otherwise transfer or encumber all or any part of OneComm's interest in this Lease without Lessor's prior written consent, which Lessor shall not unreasonably withhold. OneComm shall have the right to sublet the Premises to other communication users. OneComm shall pay Lessor a maximum of twenty percent (20%) of rent which is received from future Licensee or Sub-Lessee of OneComm. Notwithstanding the foregoing, OneComm may assign or sublet its interest in this Lease or may assign or sublet the Premises, or any portion thereof, without Lessor's consent, to any entity which controls, is controlled by, or is under the common control with OneComm, or to any entity resulting from any merger or consolidation with OneComm, or to any partner of OneComm or to any partnership in which OneComm is a general partner, or to any person or entity which acquires all of the assets of OneComm as a going concern, or to any entity which obtains a security interest in a substantial portion of OneComm's assets. Lessor hereby consents to: the assignment by OneComm of its rights under this Lease as

collateral security to any entity which provides financing for the purchase of the equipment to be installed at the Premises; and the license of portions of the Premises to communications users similar to OneComm. Any such assignment, subletting or transfer shall not relieve OneComm of its obligations under this Lease. Should Lessor sell, lease, transfer or otherwise convey all or any part of the Property to any transferee other than OneComm, then such transfer shall be subject to this Lease and all of OneComm's rights hereunder and the easement rights of OneComm to the Access Areas.

22. Notices and Other Communications. Every notice required by this Lease shall be delivered either by (i) personal delivery, or (ii) postage prepaid return receipt requested certified mail addressed to the party for whom intended at the addresses appearing in the first paragraph of this lease or at such other address as the intended recipient shall have designated by written notice. A copy of each notice sent to OneComm shall be sent to: Paul B. Albritton, Mackenzie & Albritton, One Post Street, Suite 500, San Francisco, CA 94101.

23. Hazardous Substances. OneComm agrees that it will not use, generate, store or dispose of any Hazardous Material on, under, about or within the Property in violation of any law or regulation. Lessor represents warrants and agrees (1) that neither Lessor nor, to Lessor's knowledge and reasonable belief, any third party has used, generated, stored or disposed of, or permitted the use, generation, storage or disposal of, any Hazardous Material (defined below) on, under, about or within the Property in violation of any law or regulation, and (2) that Lessor will not, and with exercise of reasonable vigilance will not knowingly permit any third party to, use generate, store or dispose of any Hazardous Material on, under, about or within the Property in violation of any law or regulation. Lessor and OneComm each agree to defend, indemnify and hold harmless the other and the other's partners, affiliates, agents and employees against any and all losses, liabilities, claims and/or costs (including reasonable attorney's fees and costs) arising from any breach of any representation, warranty or agreement contained in this Section. As used in this Section, "Hazardous Material" shall mean petroleum or any petroleum product, asbestos, any substance known by the state in which the Property is located to cause cancer and/or reproductive toxicity, and/or any substance, chemical or waste that is identified as hazardous, toxic or dangerous in any applicable federal, state or local law or regulation.

24. Waivers. Any waiver of any right under this Lease must be in writing and signed by the waiving party.

25. Written Agreement to Govern. This Lease is the entire understanding between the parties relating to the subjects it covers. Lessor acknowledges that this Communications Site Lease, once executed by Lessor, constitutes an offer to OneComm which shall not be binding upon the parties until accepted by OneComm's authorized signature below. The said offer shall expire if not accepted and notice of acceptance delivered to Lessor within thirty (30) days of receipt by OneComm of the offer.

26. Attorneys' Fees. The prevailing party in any action or proceeding brought to enforce this Lease shall be entitled to recover its reasonable attorneys' fees, costs, and expenses in connection with such action or proceeding from the other party.



27. **Further Assurances.** In addition to the actions specifically mentioned in this Lease, the parties shall each do whatever may be reasonably necessary to accomplish the transactions contemplated in this Agreement including, without limitation: execution of all applications, permits and approvals required of Lessor for construction of the Communications Site by OneComm; cooperation in obtaining Non-Disturbance Agreements from holders of senior encumbrances on the Property; and execution of a Short Form Lease and a Memorandum of Commencement hereof in form appropriate for recording in the county in which the Premises are situated. All costs associated with the above document preparation and filing fees shall be the sole cost of OneComm.

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

OneComm Corporation, N.A., a Delaware corporation

By: Mark Dreher
Title: Rocky Mountain Area President
Printed Name: Mark Dreher
Date: 3/1, 1996

ELECTRONIC DRIVE, LLC, a Limited Liability Company of Colorado

By: Daniel L. Meyer
Title: MANAGER
Printed Name: DANIEL L. MEYER
Date: Feb. 27, 1996
Federal Tax I.D. No: [REDACTED]

SCHEDULE OF EXHIBITS: Exhibit A (the "Property"); Exhibit B (the "Premises"); Short Form of Lease



Exhibit A

PROPERTY DESCRIPTION - LEASE PARCEL

A PARCEL OF LAND SITUATED IN THE SOUTHEAST 1/4 OF SECTION 32, TOWNSHIP 13 SOUTH, RANGE 65 WEST OF THE 6TH PRINCIPAL MERIDIAN; FURTHER DESCRIBED AS BEING LOCATED WITHIN LOT 3, AKER'S ACRES SUBDIVISION NO. 1, EL PASO COUNTY, COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

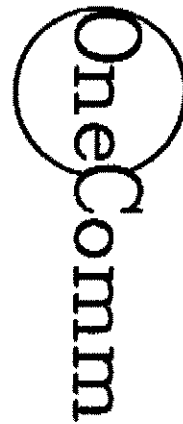
COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 3; THENCE N 90° 00' 00" E A DISTANCE OF 315.00 FEET ALONG THE SOUTH LINE OF SAID LOT 3; THENCE N 00° 00' 00" W A DISTANCE OF 65.00 FEET TO THE SOUTHEAST CORNER OF THE LEASE PARCEL AND THE TRUE POINT OF BEGINNING

THENCE S 90° 00' 00" W, 40.00 FEET; THENCE N 00° 00' 00" W, 40.00 FEET;
THENCE N 90° 00' 00" E, 40.00 FEET; THENCE S 00° 00' 00" E, 40.00 FEET
TO THE TRUE POINT OF BEGINNING. THE ABOVE DESCRIBED PARCEL OF LAND CONTAINS
1,600.00 SQUARE FEET, OR 0.0367 ACRES, MORE OR LESS.



Exhibit B

Page 1 of 3



SITE NAME :

ELSMERE

NEW EQUIPMENT BUILDING WITH NEW 100' MONOPOLE TOWER

SITE NUMBER :

CO. 094

ARCHITECT
KCA
1600 SO. COLORADO BLVD.
SUITE 2700
DENVER, CO 80232
PHONE 303/753-4192
FAX 303/753-4348
CONTACT: MARSHAL A. TONGER

SOILS ENGINEER
E. O. CHURCH
828 E. 17TH AVE.
DENVER, CO 80218
PHONE: 303/753-4482
FAX: 303/753-2577
CONTACT: ED CHURCH

SUBCONTRACTOR
BENT BROWNING CO.
1800 N. W. 10TH AVE.
SUITE 200
DENVER, CO 80218
PHONE: 303/753-4492
FAX: 303/753-4378
CONTACT: BOND BEATT

STRUCTURAL ENGINEER
STRUCTURAL CONSULTANTS
1400 E. HAYWARD
SUITE 300
DENVER, CO 80202
PHONE: 303/759-3134
FAX: 303/753-3801
CONTACT: LOREN LERBYUM

CONSULTANT TEAM

SITE NAME
ELSMERE

SITE NUMBER
CO. 094

SITE ADDRESS
3870 SUPERSTRETEN RD
COLORADO SPRINGS, CO

LANDLORD
DAN WATSON
ELECTRONIC DRIVE LLC
7720 ELECTRONIC DRIVE
COLORADO SPRINGS, CO 80922

APPLICANT
PERSONAL COMP
4441 96 WALTER ST.
SUITE 200
SPRINGFIELD, MO 65807
PHONE: (417) 781-3400
FAX: (417) 781-4231

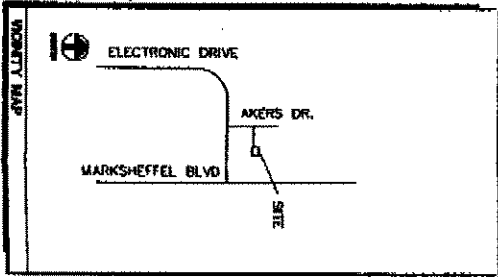
AS-A. DEVELOPER
WALTER B. JENSEN AND ASSOCIATES
1600 W. 17TH AVENUE

SHT. NO.	DESCRIPTION
1-1	NEW TOWER

THE FOLLOWING PARTIES HEREBY APPROVE AND ACCEPT THESE DOCUMENTS AND AGREE TO THE DONATOR TO PROCEED WITH THE CONSTRUCTION DESCRIBED HEREIN. ALL DOCUMENTS ARE SUBJECT TO REVIEW BY THE LOCAL BUILDING DEPARTMENT AND MAY IMPOSE CHANGES OR ADDITIONS.

LANDLORD _____ DATE _____

ONE COMM _____ DATE _____



FOR THE RECORD: THIS DOCUMENT IS THE PROPERTY OF KCA AND IS TO BE RETURNED TO KCA UPON REQUEST. IT IS NOT TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF KCA.

SITE NAME
ELSMERE

SITE NUMBER
CO. 094

PROJECT ADDRESS
3870 SUPERSTRETEN RD
COLORADO SPRINGS
COLORADO 80907

PROJECT TITLE
TITLE SHEET

DRAWN BY
T-1



ELSMERE
CO. 094

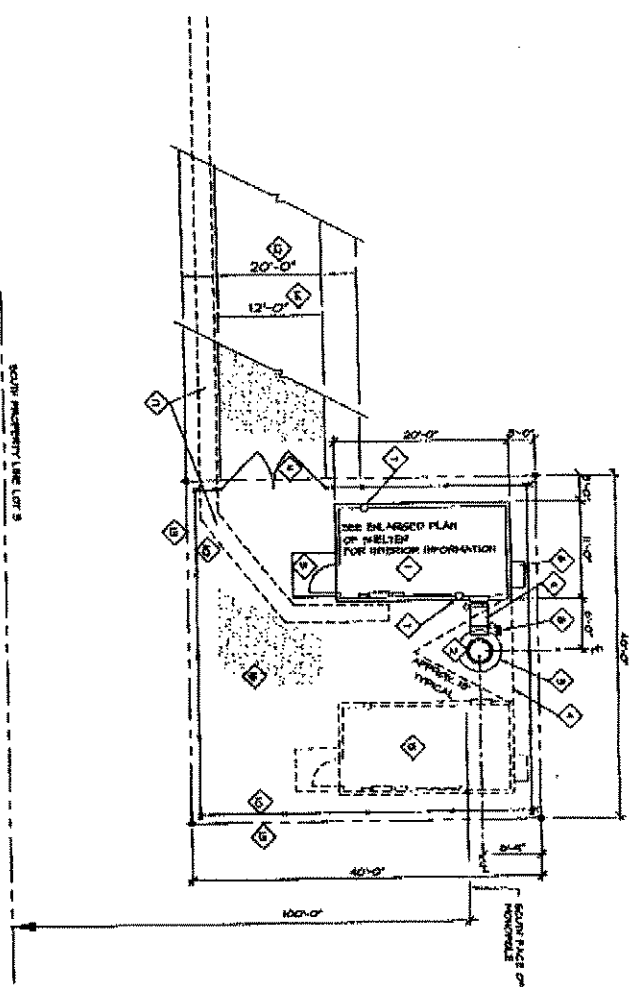
DATE	REVISION



PARISH PARCEL PROPERTY LINE

SCAP PROPERTY LINE LOT 3

ENLARGED ARCHITECTURAL SITE PLAN



- 1. SEE 2.007 MANUFACTURED SHEET FOR THE MANUFACTURING SHOP DRAWINGS FOR HOME-MADE REINFORCING STEEL, MONOPILE AND SHEET PILING FROM SHEET
- 2. CONCRETE FOOTING FOR TOWER, SEE TOWER MANUFACTURING SHOP DRAWINGS FOR HOME INFORMATION
- 3. ANTENNA 2 ANTENNAS AT TOP OF TOWER. SEE TOWER MANUFACTURING SHOP DRAWINGS FOR HOME INFORMATION.
- 4. 17'-0" CONCRETE SLOPE BY GENERAL CONTRACTOR
- 5. A.C. UNIT SUPPLIED BY INSTALLER PER
- 6. 8" x 8" ANTENNAS ON ROOF. PROVIDE 2" MIN. PENETRATION, TOTAL OF 02 SEE A-2 FROM LOCATION
- 7. TWO 2" x 4" ANTENNAS MOUNTED 2' ABOVE GRADE. PROVIDE 2" MIN. PENETRATION, TOTAL OF 04 SEE A-3 FROM THIS SHEET ANTENNA
- 8. 30' HIGH MAST/SLOPE BRIDGE SUPPORTED BY 4" x 4" GALVANIZED STEEL PILES
- 9. 9" DIA. DOWN LINE PILING WITH 04 STAYERS. PROVIDE 2" MIN. PENETRATION, TOTAL OF 08 SEE DETAIL 17'-0" FROM SHEET
- 10. 12" HIGH CORRAL LINE. 54" H. 01 6' LEVEL. SEE DETAIL 17'-0" FROM SHEET
- 11. ACCESS ROAD BRIDGE. SEE SHEET FOR BRIDGE LOCATION
- 12. LEASE LINE. SEE SHEET FOR BRIDGE LOCATION
- 13. DRIVE ACCESS ROAD. SEE SHEET 2, 1, A-2
- 14. SEE SHEET 08, 01 FOR BRIDGE LOCATION
- 15. WIND PROOF EQUIPMENT BUILDING
- 16. WIND PROOF CONCRECT
- 17. 6" DIA. OVER HANGING MASTIC 300 X
- 18. DETERMINE UTILITY THROUGH BLD. DETAIL. REPORT BRIDGE LOCATION IN FIELD WITH PROTECTIVE MARKER

KEYED NOTES

GENERAL NOTES:

- REFER TO SHEET A-2 FOR HOME SITE INFORMATION
- REFER TO SHEET A-3 AND A-4 FOR CONSTRUCTION DETAILS
- MANUFACTURED SHEET BY 1. DESIGN BUILDING SUPPLIER.
- CONTRACTOR TO REFER TO SHOP DRAWINGS FOR HOME INFORMATION

GENERAL NOTES:

- FOR THE 2.007 MANUFACTURED SHEET, THE MANUFACTURING SHOP DRAWINGS FOR HOME-MADE REINFORCING STEEL, MONOPILE AND SHEET PILING FROM SHEET
- CONCRETE FOOTING FOR TOWER, SEE TOWER MANUFACTURING SHOP DRAWINGS FOR HOME INFORMATION
- ANTENNA 2 ANTENNAS AT TOP OF TOWER. SEE TOWER MANUFACTURING SHOP DRAWINGS FOR HOME INFORMATION.
- 17'-0" CONCRETE SLOPE BY GENERAL CONTRACTOR
- A.C. UNIT SUPPLIED BY INSTALLER PER
- 8" x 8" ANTENNAS ON ROOF. PROVIDE 2" MIN. PENETRATION, TOTAL OF 02 SEE A-2 FROM LOCATION
- TWO 2" x 4" ANTENNAS MOUNTED 2' ABOVE GRADE. PROVIDE 2" MIN. PENETRATION, TOTAL OF 04 SEE A-3 FROM THIS SHEET ANTENNA
- 30' HIGH MAST/SLOPE BRIDGE SUPPORTED BY 4" x 4" GALVANIZED STEEL PILES
- 9" DIA. DOWN LINE PILING WITH 04 STAYERS. PROVIDE 2" MIN. PENETRATION, TOTAL OF 08 SEE DETAIL 17'-0" FROM SHEET
- 12" HIGH CORRAL LINE. 54" H. 01 6' LEVEL. SEE DETAIL 17'-0" FROM SHEET
- ACCESS ROAD BRIDGE. SEE SHEET FOR BRIDGE LOCATION
- LEASE LINE. SEE SHEET FOR BRIDGE LOCATION
- DRIVE ACCESS ROAD. SEE SHEET 2, 1, A-2
- SEE SHEET 08, 01 FOR BRIDGE LOCATION
- WIND PROOF EQUIPMENT BUILDING
- WIND PROOF CONCRECT
- 6" DIA. OVER HANGING MASTIC 300 X
- DETERMINE UTILITY THROUGH BLD. DETAIL. REPORT BRIDGE LOCATION IN FIELD WITH PROTECTIVE MARKER

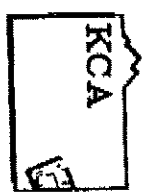
KEYED NOTES

- REFER TO SHEET A-2 FOR HOME SITE INFORMATION
- REFER TO SHEET A-3 AND A-4 FOR CONSTRUCTION DETAILS
- MANUFACTURED SHEET BY 1. DESIGN BUILDING SUPPLIER.
- CONTRACTOR TO REFER TO SHOP DRAWINGS FOR HOME INFORMATION



ELSMERE
CO. 004

NO.	DATE



KEYED NOTES

- REFER TO SHEET A-2 FOR HOME SITE INFORMATION
- REFER TO SHEET A-3 AND A-4 FOR CONSTRUCTION DETAILS
- MANUFACTURED SHEET BY 1. DESIGN BUILDING SUPPLIER.
- CONTRACTOR TO REFER TO SHOP DRAWINGS FOR HOME INFORMATION

17'-0" CONCRETE SLOPE BY GENERAL CONTRACTOR

A.C. UNIT SUPPLIED BY INSTALLER PER

8" x 8" ANTENNAS ON ROOF. PROVIDE 2" MIN. PENETRATION, TOTAL OF 02 SEE A-2 FROM LOCATION

TWO 2" x 4" ANTENNAS MOUNTED 2' ABOVE GRADE. PROVIDE 2" MIN. PENETRATION, TOTAL OF 04 SEE A-3 FROM THIS SHEET ANTENNA

30' HIGH MAST/SLOPE BRIDGE SUPPORTED BY 4" x 4" GALVANIZED STEEL PILES

9" DIA. DOWN LINE PILING WITH 04 STAYERS. PROVIDE 2" MIN. PENETRATION, TOTAL OF 08 SEE DETAIL 17'-0" FROM SHEET

12" HIGH CORRAL LINE. 54" H. 01 6' LEVEL. SEE DETAIL 17'-0" FROM SHEET

ACCESS ROAD BRIDGE. SEE SHEET FOR BRIDGE LOCATION

LEASE LINE. SEE SHEET FOR BRIDGE LOCATION

DRIVE ACCESS ROAD. SEE SHEET 2, 1, A-2

SEE SHEET 08, 01 FOR BRIDGE LOCATION

WIND PROOF EQUIPMENT BUILDING

WIND PROOF CONCRECT

6" DIA. OVER HANGING MASTIC 300 X

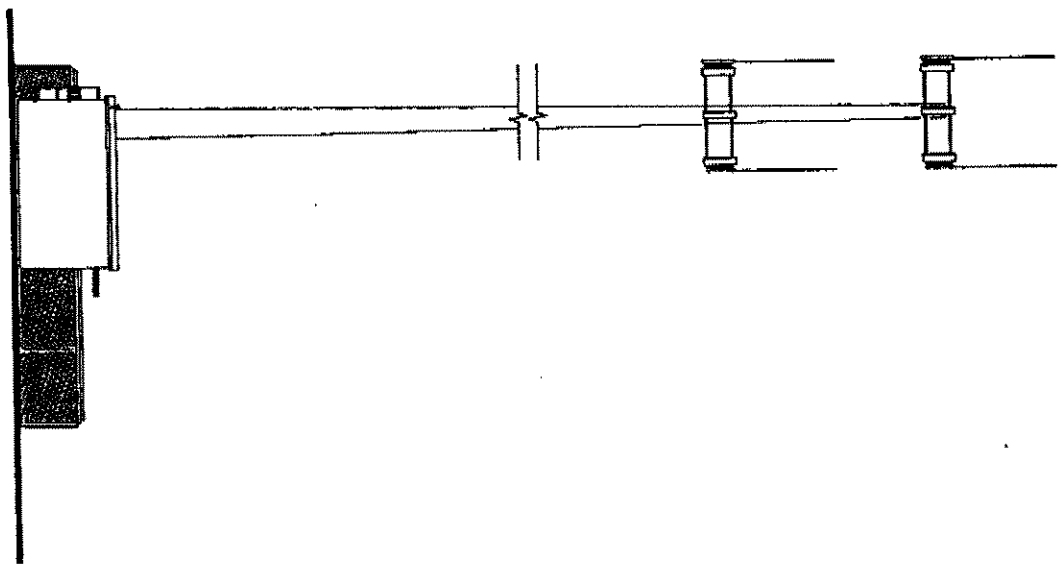
DETERMINE UTILITY THROUGH BLD. DETAIL. REPORT BRIDGE LOCATION IN FIELD WITH PROTECTIVE MARKER

CO. 004

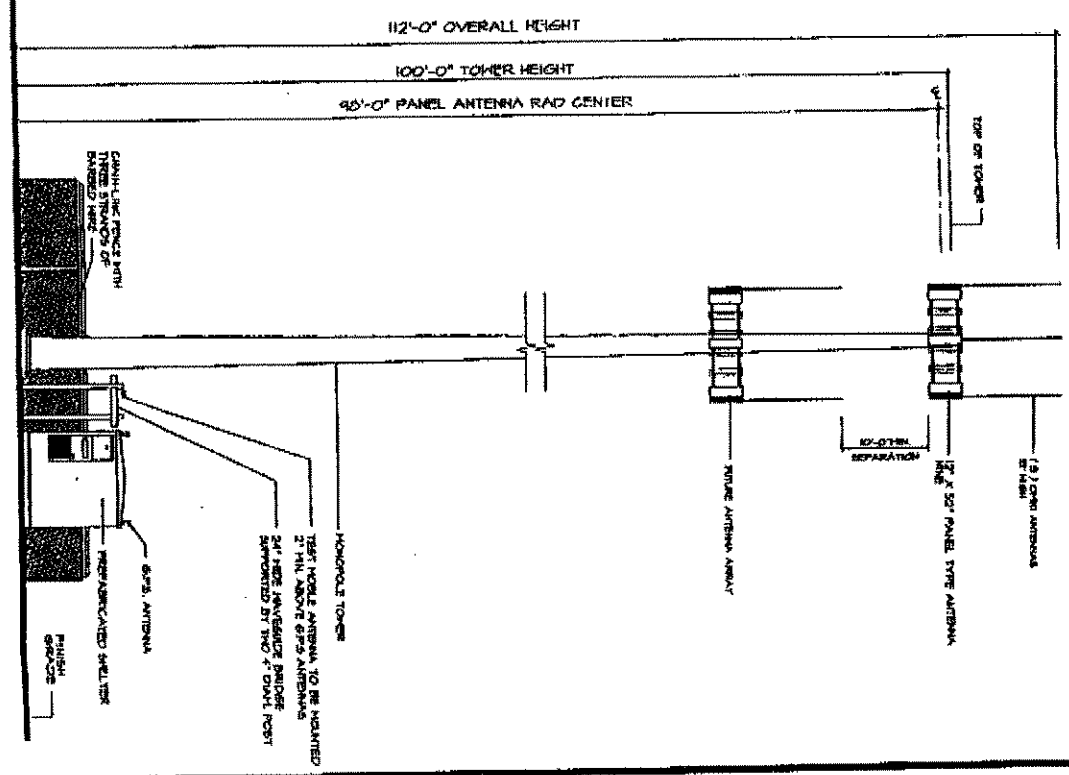
SITE PLAN

A-1

WEST ELEVATION



2 NORTH ELEVATION



1

A-2

WEST ELEVATION

TOWER ELEVATIONS

PREPARED BY

ANDERSON ENGINEERS

1870 MARKET STREET

BOULDER

COLORADO 80501

TEL: 303.440.1000

FAX: 303.440.1001

WWW.ANDERSONENGR.COM

EL SMERE

CO. 004

DATE

SCALE

PROJECT

DESCRIPTION

LOCATION

OWNER

DESIGNER

KCA

NO.	DATE	DESCRIPTION
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		

EL SMERE

CO. 004

OneComm

1000 WEST 10TH AVENUE

DENVER, CO 80202

TEL: 303.733.1000

FAX: 303.733.1001

WWW.ONECOMM.COM

OneComm

EXHIBIT "B"

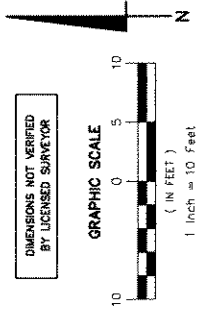
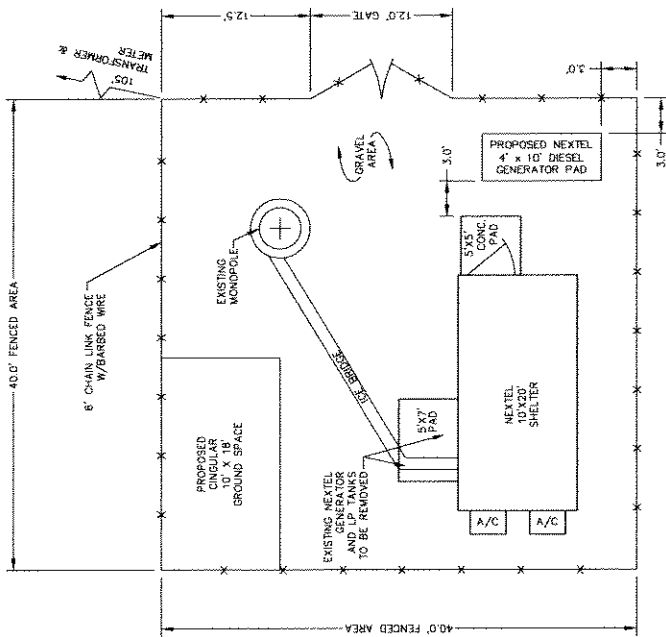
User's Ground Space

See Attached Site Layout Plan and Tower Elevation

SpectraSite's Site Name/Number: Elsmere/CO-0094
SpectraSite's CAP ID Number: 105437
User's Site Name/Number: Constitution & Hwy 24/CO-2026

3817 v1





DIMENSIONS NOT VERIFIED BY LICENSED SURVEYOR

PLAN VIEW

- LEGEND:**
- ⊙ GROUNDING TEST WELL
 - ⊕ GROUNDING TEST W/ WELL
 - GENERATOR RECEPTACLE
 - ⊖ ELECTRICAL SERVICE DISCONNECT
 - ⊕ WATER
 - ⊕ ICE BRIDGE
 - ⊕ ICE BRIDGE
 - ⊕ POWER POLE

NO.	BY	DATE
1	SP	12/16/00
2	SP	12/16/00
3	SP	12/16/00
4	SP	12/16/00
5	SP	12/16/00
6	SP	12/16/00
7	SP	12/16/00
8	SP	12/16/00
9	SP	12/16/00
10	SP	12/16/00
11	SP	12/16/00
12	SP	12/16/00
13	SP	12/16/00
14	SP	12/16/00
15	SP	12/16/00
16	SP	12/16/00
17	SP	12/16/00
18	SP	12/16/00
19	SP	12/16/00
20	SP	12/16/00

MASTER SITE PLAN

SpectraSite
 400 REGENCY FOREST DRIVE
 CARY, NORTH CAROLINA 27511

ELSMERE [CO-0094]

DWR BY	APPROD.	DATE	EXHIBIT PURPOSES ONLY	DRAWING No.
RMA		12/16/00	NOT FOR CONSTRUCTION	SP1



PROPOSED NEXTEL

CARRIER		NEXTEL	
ANTENNA/MOUNT TYPE/CABLE SCHEDULE			
SECTOR	1	2	3
AZIMUTH	0°	120°	240°
CABLE SIZE	7/8"	7/8"	1/2"
NUMBER OF CABLES	3	3	3
ANTENNA TYPE	PANEL	PANEL	PANEL
MOUNT TYPE	PLATFORM W/ HANDRAILS		
ANTENNA MFG.	ANTEL	ANTEL	DECIBEL
ANTENNA MODEL	RWA-80012	RWA-80012	*
NUMBER OF ANTENNAS	3	3	3

* DB848H65E-XY

CARRIER NEXTEL

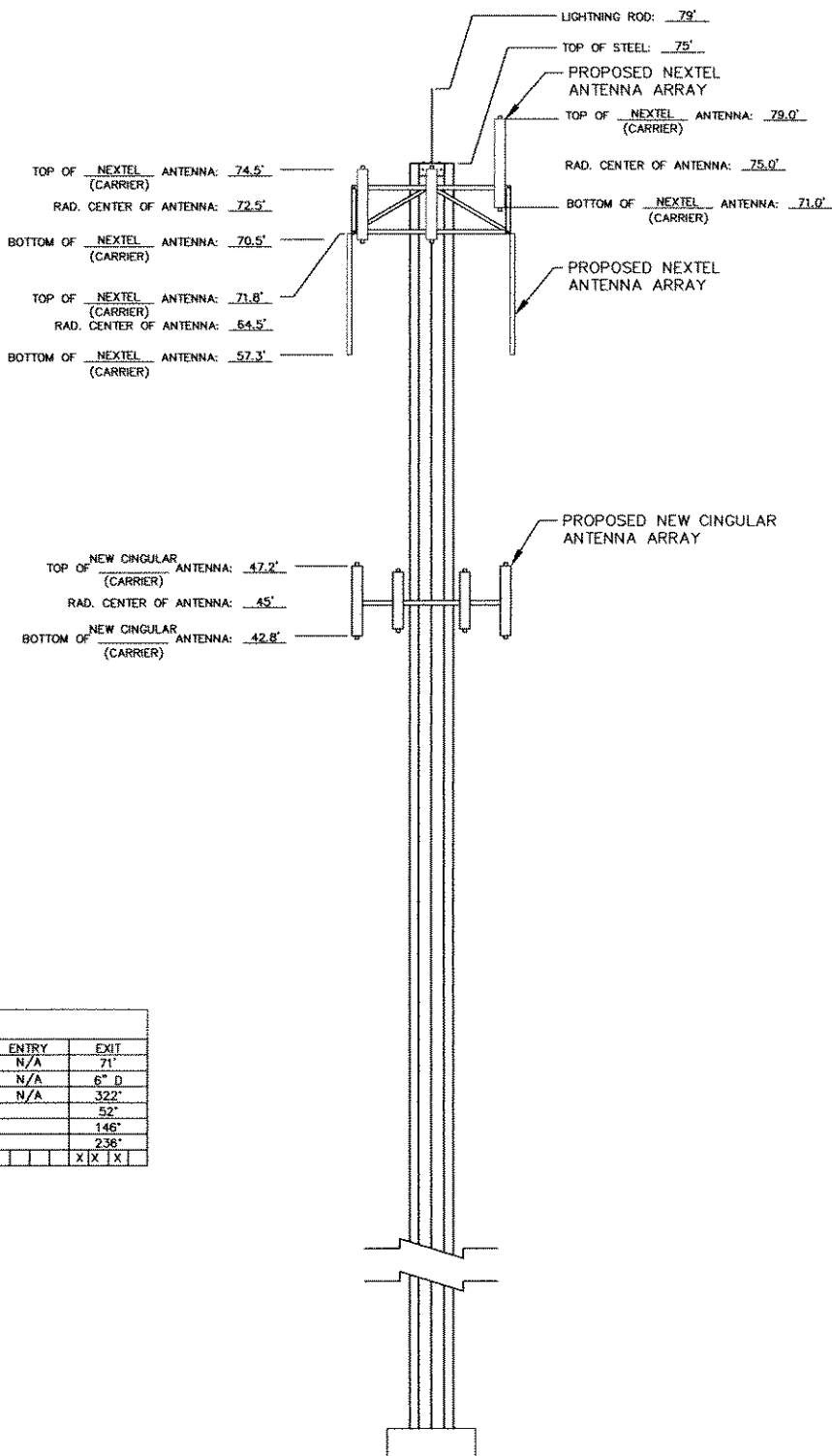
CARRIER		NEXTEL	
ANTENNA/MOUNT TYPE/CABLE SCHEDULE			
SECTOR	1	2	3
AZIMUTH	0°	120°	240°
CABLE SIZE	7/8"	7/8"	7/8"
NUMBER OF CABLES	1	1	1
ANTENNA TYPE	OMNI	OMNI	OMNI
MOUNT TYPE	PLATFORM W/ HANDRAILS		
ANTENNA MFG.	DECIBEL	DECIBEL	DECIBEL
ANTENNA MODEL	DB810KE-XT	DB810KE-XT	DB810KE-XT
NUMBER OF ANTENNAS	1	1	1

PROPOSED NEW CINGULAR

CARRIER		NEW CINGULAR	
ANTENNA/MOUNT TYPE/CABLE SCHEDULE			
SECTOR	1	2	3
AZIMUTH	5°	80°	150°
CABLE SIZE	7/8"	7/8"	7/8"
NUMBER OF CABLES	8	8	8
ANTENNA TYPE	PANEL	PANEL	PANEL
MOUNT TYPE	LOW PROFILE PLATFORM		
ANTENNA MFG.	ARC / ALLGON		
ANTENNA MODEL	(2) PCS-DS-17-06507 / (2) 7263.01		
NUMBER OF ANTENNAS	4	4	4

ENTRY\EXIT PORTS

	ENTRY	EXIT	ENTRY	EXIT	ENTRY	EXIT
HEIGHT (O.C.)	9' 6"	N/A	9' 6"	61' 4"	N/A	71"
SIZE	9"X24"	N/A	9"X24"	6" D	N/A	6" D
	322°	N/A	146°	322°	N/A	322°
AZIMUTH (NORTH = 0°)						52°
						146°
						236°
OCCUPIED (CHECK)	X					X



MONOPOLE TOWER ELEVATION

NOT TO SCALE

DIMENSIONS NOT VERIFIED BY LICENSED SURVEYOR

TOWER INVENTORY INCORPORATED 1/18/05

DWG No.	CO-0094			
DATE:	12/06/00			
REV.	0	10	JTP	ADDED NEW CINGULAR COLLOCATION
DRAWN	QA/GC	9	CNL	REV. NEXTEL RELO/RECO
RMA	KVR	8	JLU	REMOVED AT&T FROM SITE
		NO. BY	REVISION	DATE

SPECTRASITE COMMUNICATIONS
400 REGENCY FOREST DRIVE
CARY, NC 27511

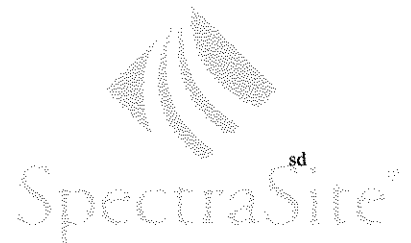
ELSMERE TOWER ELEVATION
CO-0094 SHEET 2 OF 2

EXHIBIT "C"

User's Tower Equipment and Ground Equipment

SpectraSite's Site Name/Number: Elsmere/CO-0094
SpectraSite's CAP ID Number: 105437
User's Site Name/Number: Constitution & Hwy 24/CO-2026

3817 v1





Collocation Application

RETURN THIS APPLICATION TO: (E-MAIL IS PREFERRED)		Date Received by SCI: _____	
SpectraSite Communications, Inc.		Revision Dates: _____	
100 Regency Forest Drive, Suite 400		SCI Site Name: CO-0094	
Cary, NC 27511		SCI Site Number: Elsmere	
Attn: Collocation Management			
e-mail: collocation@spectrasite.com			
office: 919-468-0112			
fax: 919-465-3343			

APPLICANT INFORMATION

Applicant (Carrier): New Cingular Wireless PCS, LLC	Primary Contact Name: Lance Bleyhl
Applicant Site Name: Constitution & Hwy 24	Company Name: Site Development Services
Applicant Site Number: CO-2062	Primary Contact Number: 720-201-7385
Req. Date For Receipt of Agreement: 3/1/05	Primary Contact Fax: 303-428-7487
Proposed Installation Date: 4/1/05	
Proposed ON AIR Date: 4/20/05	
Applicant Legal Entity Name: New Cingular Wireless PCS, LLC, a Delaware limited liability company	Primary Contact Address: 9311 W. 104th Pl Westminster, CO 80021
Notice Address for License: New Cingular Wireless Lease Administration C/O Wireless Asset Mgmt; RE Cell site # CO 2062 Cell site name Constitution & Hwy 24 PO Box 2088, Rancho Cordova, CA 95741-2088	
Billing Address: Same as above	Primary Contact Email: lbleyhl@msn.com

ADDITIONAL CARRIER INFORMATION

Leasing Contact Name/Number: Lance Bleyhl 720-201-7385
RF Contact Name/Number: Vinh Pham 719-339-0041
Legal Review Contact Name/Number: Stephanie Clancy 425-580-8048
Zoning Contact Name/Number: Lance Bleyhl 720-201-7385
Construction Contact Name/Number: John Marshall 719-785-8767
Emergency Contact Name/Number: NOCC 800-832-6662

SPECTRASITE TOWER INFORMATION

Latitude: 38 52 29.64 N	Existing Structure Type: Monopole
Longitude: 104 41 10.35 W	Existing Structure Height (ft AGL): 75'
Site Address: 2870 Marksheffle Rd, Colorado Springs CO 80922	
County: El Paso	State: CO

ANTENNAS

Sector	Sector 1	Sector 2	Sector 3	AUX
Desired Rad Center (ft AGL)	45°	45°	45°	
Antenna Quantity	2/2	2/2	2/2	
Antenna Manufacturer	ARC / Allgon	ARC / Allgon	ARC / Allgon	
Antenna Model	DS-17-06507/7263.01	DS-17-06507/7263.01	DS-17-06507/7263.01	
Weight (lbs per antenna)	9.5 / 16.5	9.5 / 16.5	9.5 / 16.5	
Antenna Dimensions (HxWxD) (in)	48x7.2x2.3 / 52x10.4x2	48x7.2x2.3 / 52x10.4x2	48x7.2x2.3 / 52x10.4x2	
ERP (watts)	50	50	50	
Antenna Gain (dB)	15.2dBd / 13dBd	15.2dBd / 13dBd	15.2dBd / 13dBd	
Orientation/Azimuth (Degrees)	5	80	150	
Mechanical Tilt	0	0	0	
Channels	4	4	4	
Mount Mfg and Model	TBD	TBD	TBD	
Tower Mount Height	65'	65'	65'	
Transmit Frequency (MHz)	869.04-879.99 890.01-890.48 1945-1950	869.04-879.99 890.01-890.48 1945-1950	869.04-879.99 890.01-890.48 1945-1950	
Receive Frequency (MHz)	824.04-834.99 845.01-891.48 1865-1870	824.04-834.99 845.01-891.48 1865-1870	824.04-834.99 845.01-891.48 1865-1870	
# Coax Cables (PER ANTENNA)	2	2	2	
Diameter of Coax Cables (in)	7/8"	7/8"	7/8"	
Type of Service:	GSM850, GSM1900			

Please Note: "AUX" can be used for Microwave, TTA, LNA, or GPS antenna information.



Collocation Application

GROUND SPACE REQUIREMENTS

Equipment Enclosure Type:	2 BTS Cabinets/Number of BTS Cabinets PLUS E911 equipment		
Total Ground Space Dimensions (HxWxD)(ft):	10' x 18'		
Cabinet/BTS/Shelter Dimensions (HxWxD)(ft):	6' x 2.75' x 3'		
Concrete Pad Dimensions (HxWxD)(ft):	7' x 12'		
Cabinet/Shelter Manufacturer/Model:	N/A		

POWER REQUIREMENTS

AC Power:	200 amps 120/240	Required Voltage and Total Amperage:	
Electrical Service Provider:		Electrical Service Telephone Number:	
Is a multi-tenant meter rack present:	Yes No		
How many, if any, empty meter banks are present:			

GENERATOR INFORMATION

Generator Ground Space Requirement (HxWxD)(ft):	N/A	Fuel Type (Natural Gas, Diesel):	N/A
Generator Owner (Applicant/Tenant, SpectraSite):	N/A	Fuel Tank Location:	N/A <u> </u> Attached <u> </u> Separate <u> </u> None
Capacity (KW):	N/A	Fuel Tank Size (Gallons):	N/A
Generator Make:	N/A	Generator Model:	N/A

ADDITIONAL INFORMATION/COMMENTS

--

SITE FEASIBILITY WALK

To confirm your onsite needs and requirements, SpectraSite will schedule a predesign site walk with a Field Support Services Representative. Please indicate whether you desire to schedule an onsite meeting: Yes No

SITE DATA PACKAGE FORMAT

Please confirm how you wish to receive your site data package for this application: Email Compact Disc

- This Collocation Application is subject to SpectraSite Engineering and Real Estate approval.
- Ground lessor consent may be required as a condition to the execution of your lease.
- Modifications to the tower site may be subject to local zoning approval.
- If available, attach manufacturer's equipment specifications for antennas, mounts, cabinets, shelters, etc.
- When requesting ground space, do not include a buffer around your desired physical footprint. SpectraSite, at its sole discretion, will provide a non-exclusive buffer between your installation and other proposed and/or existing tenants to allow for access and maintenance

From our home page you gain instant access to our database of over 20,000 towers and rooftops. **Site Locator** gives you the power to refine your search down to the street level and provides you with site details, digital photos of towers and rooftops, even site and compound drawings.

<http://www.spectrasite.com/web/CorporateSite2001/home.asp>



EXHIBIT "D"

Notice of Installation of User's Equipment

[Date]

SpectraSite Communications, Inc.
100 Regency Forest Drive, Suite 400
Cary, NC 27511

Attn: Collocation Management

RE: Site Agreement between SpectraSite and New Cingular Wireless PCS, LLC, a Delaware limited liability company at:
SpectraSite's Tower #: CO-0094
SpectraSite's Tower Name: Elsmere
SpectraSite's Tower Address: 2870 Marksheffle Road
Colorado Springs, CO 80922

Dear Collocation Management:

Pursuant to Section 6(b) of the Master Site Agreement, this letter serves to advise you that New Cingular Wireless PCS, LLC, a Delaware limited liability company commenced the installation of its Equipment on the Site on the above-referenced property on _____, 200__.

Sincerely,

New Cingular Wireless PCS, LLC, a Delaware limited liability company, d/b/a Cingular Wireless

SpectraSite's Site Name/Number: Elsmere/CO-0094
SpectraSite's CAP ID Number: 105437
User's Site Name/Number: Constitution & Hwy 24/CO-2026

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EXHIBIT "E"
FCC/FAA Compliance Data

2C survey (latitude, longitude, ground elevation) with 1A tolerance for heights** OR
1A survey

*NEPA disclosure from tower owner or manager: Is the tower the subject of a pending environmental review or related proceeding before the FCC involving compliance with Section 106 of the National Historic Preservation Act? Was the tower constructed prior to 3/16/01?

*If the tower was constructed after 3/16/01, the clearance from the State Historic Preservation Officer ("SHPO") must be attached. (If the Cingular antennas increase the height of the structure by more than 10% of the current structure height, or protrude from the structure by more than 20 feet, then the tower owner or Cingular must obtain a new SHPO clearance also.)

*Copy of FAA Form 7460 and 7460-1, if applicable

*Copy of FCC Form 854 and 854R, if applicable

*Verification that FCC Tower Registration number has been posted on the site, if applicable

*Verification of the type of FAA marking and lighting on the structure, if applicable

* 1A tolerances specify that a vertical measurement ("height") is accurate to within plus or minus 3 feet. A 2C tolerance is only accurate to within plus or minus 20 feet on the vertical. FCC and FAA regulations require an accuracy of plus or minus 3 feet.

** Both structure heights and overall structure heights must be provided. The structure height is the height of the antenna structure itself, while the overall height includes any appurtenances added at the top of the structure, such as buildings, flagpoles, antennas, lightning rods, etc.