

SITE AGREEMENT

Site Name: Falcon HS

Sprint Site ID #: DN70XC032C

1. Premises and Use. Owner leases to Sprint Spectrum L.P., a Delaware limited partnership ("Sprint"), the site described below [Check all appropriate boxes]:

- Land consisting of approximately 500 square feet upon which Sprint will construct its:
- base station equipment and Facility Light Pole (as hereinafter defined);
Building interior space consisting of approximately square feet for placement of base station equipment;
Building exterior space consisting of approximately square feet for placement of base station equipment;
Building exterior space for attachment of antennas;
Tower space between the foot and foot level on the tower for attachment of antennas;

as well as space required for cable runs to connect its equipment and antennas in the location(s) shown on Exhibit A attached, together with all necessary non-exclusive easements for vehicular and pedestrian access thereto, for placement of an underground grounding system, and for access to the appropriate source of electric and telephone facilities, in the discretion of Sprint (the "Site"). The Site will be used by Sprint for the purpose of installing, removing, replacing, modifying, maintaining and operating, at its expense, communications service facilities, including, without limitation, antenna and base station equipment, cable, wiring, back-up power sources (including generators and fuel storage tanks), related fixtures and, if applicable to the Site, an antenna support structure (the "Facilities"). Sprint will use the Site in a manner which will not create a physical impediment to the educational or other operations of Owner and will ensure that all equipment is sufficiently and safely enclosed so as not to be readily accessible to students or other third parties. Sprint will have unrestricted access to the Site and the Facilities 24 hours per day, 7 days per week. The Facilities will consist of a light pole to be constructed by Sprint PCS on the Site adjacent to Owner's athletic field (the "Facility Light Pole"). Sprint PCS shall also constructed, adjacent to Owner's athletic field three other light poles (the "Additional Light poles"). The Facility Light Poles and the Additional Light Poles shall be constructed at Sprint PCS' sole cost and expense. Said light poles shall be constructed in accordance with heights and lighting requirements required by Owner and agreed upon by Sprint PCS and shall be constructed in such a way as to provide sufficient lighting for night sporting events at the football stadium located on Owner's property. The Additional Light poles will be conveyed to Owner upon completion of construction and, subject to the terms hereof, shall be used by Owner in its discretion. The parties hereto shall mutually agree, in writing, to the dimensions of the Facility Light Pole and Additional Light Poles prior to the commencement of construction thereof. The location of the Facility Light pole shall be selected by mutual agreement of the parties. Owner agrees that the Facility Light Pole shall be owned by Sprint PCS.

2. Term. This Agreement, including Sprint PCS' obligation to construct the Facility Light Pole and Additional Light Poles and convey them to Owner, is contingent upon receipt of project approval from El Paso County. Upon receipt of project approval from El Paso County, the term of this Agreement (the "Initial Term") is 5 years, commencing on the date that both Owner and Sprint have executed this Agreement ("Lease Commencement Date"). This Agreement will be automatically renewed for 4 additional terms of 5 years each (each a "Renewal Term"), unless Sprint provides Owner with notice of its intention not to renew not less than 90 days prior to the expiration of the Initial Term or any Renewal Term.

3. Rent. Until the date which is 60 days after the issuance of a building permit to Sprint, or if not building permit is required, the date that is 60 days after the date Sprint commences installation of the Facilities at the Site. ("Rent Commencement Date") rent will be a one-time aggregate payment of \$, the receipt of which Owner acknowledges. Thereafter, Sprint will pay rent in advance in equal monthly installments of \$ until increased as set forth herein. Rent for each successive five-year Renewal Term will increase by \$ over the rent in effect for the prior five-year term. Notwithstanding anything contained in this Section, Sprint's obligation to pay rent is contingent upon Sprint's receipt of an IRS approved W-9 form setting forth the tax identification number of Owner or of the person or entity to whom rent checks are to be made payable as directed in writing by Owner. In addition to all other payments to be made to Owner by Sprint PCS hereunder, and as additional consideration for this Agreement, Sprint shall pay to Owner,

the sum of \$ within thirty (30) days after Sprint PCS has received all required governmental approvals necessary to construct the Facilities.

4. Title and Quiet Possession. Owner represents and warrants to Sprint and further agrees that: (a) it is the owner of the property of which the Site is a part; (b) it has the right to enter into this Agreement; (c) the person signing this Agreement has the authority to sign; (d) Sprint is entitled to access the Site at all times and to quiet possession of the Site throughout the Initial Term and each Renewal Term, so long as Sprint is not in default beyond the expiration of any notice or cure period; and (e) Owner will not have unsupervised access to the Site or to the Facilities.

5. Assignment/Subletting. Sprint will have the right to sublease all or any portion of the Site or assign its rights under this Agreement without notice to or consent of Owner.

6. Notices. All notices must be in writing and are effective only when deposited in the U.S. mail, certified mail, return receipt requested and postage prepaid or when sent via overnight delivery service. Notices to Sprint are to be sent to: Sprint Contracts & Performance, Mailstop KSOPHT0101-Z2650, 6391 Sprint Parkway, Overland Park, Kansas 66251-2650, with a copy to: Sprint Law Department, Mailstop KSOPHT0101-Z2020, 6391 Sprint Parkway, Overland Park, Kansas 66251-2020, Attn.: Real Estate Attorney. Notices to Owner must be sent to the address shown underneath Owner's signature.

7. Improvements. Sprint may, at its expense, make improvements on and to the Site as it deems necessary or desirable from time to time for the operation of the Facilities, so long as any such improvements do not create a physical impediment to Owner's educational or other operations and so long as they are architecturally compatible with surrounding structures, as determined by the Owner in its sole discretion. Owner agrees to cooperate with Sprint with respect to obtaining any required zoning or other governmental approvals for the Site, the Facilities and contemplated use thereof. Upon termination or expiration of this Agreement, Sprint may, but is not obligated to, remove the Facilities and will restore the Site to substantially the condition existing on the Lease Commencement Date, except for ordinary wear and tear and casualty loss.

8. Compliance with Laws. Owner represents and warrants to Sprint that Owner's property (including the Site) and all improvements located thereon, are in substantial compliance with building, life/safety, disability and other laws, codes and regulations of applicable governmental authorities. Sprint will substantially comply with all applicable laws relating to its possession and use of the Site.

9. Interference. Sprint will resolve technical interference problems that the Facilities might cause with other equipment located at the Site on the Lease Commencement Date, or any equipment that becomes attached to the Site at any future date when Sprint desires to add additional Facilities to the Site. Likewise, Owner will not permit or suffer the installation of any equipment after the Lease Commencement Date including equipment on any other light pole including the Additional Light Poles, that: (a) results in technical interference problems with the Facilities, or (b) encroaches onto the Site. Owner shall notify Sprint PCS of any additional proposed site installation on any other light pole and obtain a written statement of non-interference from Sprint PCS before permitting such installation, which statement shall not be unreasonably conditioned, withheld or delayed.

10. Utilities. Owner represents and warrants to Sprint that all utilities adequate for Sprint's intended use of the Site are available at or near the Site. Sprint will pay for all utilities used by it at the Site or which need to be extended to the Site. Owner will grant any easement(s) or other instrument(s) reasonably required by Sprint or the utility company in order to provide utility service required by Sprint for its intended use of the Site throughout the Initial Term and each Renewal Term. If there is a loss of electrical service at the Site, Sprint may, at its expense, install and maintain a temporary generator and fuel storage tank at the Site or the property adjacent to the Site at the location depicted in Exhibit A.

11. Termination. Notwithstanding any provision contained in this Agreement to the contrary, Sprint may, in Sprint's sole and absolute discretion and at any time and for any or no reason, terminate this Agreement without further liability by delivering prior written notice to Owner. However, in the event this Agreement is so terminated after Sprint PCS commences construction on the Site, Sprint PCS' obligation to construct the Additional

Owner Initials: MM
Sprint Initials: DS

Site Name: Falcon HS

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Light Poles and to convey said Additional Light Poles to the Owner, shall survive any such termination. For the purposes of this paragraph the phrase "commences construction" shall mean the time when Sprint PCS excavates the foundation of the Site.

12. **Default.** If either party is in default under this Agreement for a period of 30 days following receipt of written notice from the non-defaulting party, the non-defaulting party may pursue any remedies available to it against the defaulting party at law and in equity, including, but not limited to, the right to terminate this Agreement. If a non-monetary default cannot reasonably be cured within a 30-day period, this Agreement may not be terminated if the defaulting party commences action to cure the default within the 30-day period and proceeds with due diligence to fully cure the default.

13. **Indemnity.** Subject to Section 17 hereof, and to the extent permitted by law, Owner and Sprint each indemnifies and agrees to defend the other against and holds the other harmless from any and all costs (including reasonable attorneys' fees) and claims of liability or loss which arise out of the ownership, use and occupancy of the Site by the indemnifying party. This indemnity does not apply to any claims arising from the negligence or intentional misconduct of the indemnified party. The indemnity obligations under this Section will survive termination of this Agreement. Nothing herein shall be construed to waive any rights or defenses available to the Owner pursuant to Article 11, Section 1 of the Colorado Constitution or pursuant to the Colorado Governmental Immunity Act, CRS s24-10-101 et. seq.

14. **Hazardous Substances.** Owner represents and warrants to Sprint that it has no knowledge of any substance, chemical or waste on the Site that is identified as hazardous, toxic or dangerous (collectively, "Substance") in any applicable federal, state or local law or regulation. Sprint will not introduce or use any Substance on the Site in violation of any applicable law. Owner will have sole responsibility for the identification, investigation, monitoring and remediation and cleanup of any Substance discovered at the Site and agrees to indemnify, defend and hold harmless Sprint from any and all costs, damages, claims of liability or loss relating to any Substance present at the Site prior to or on the Lease Commencement Date, unless the presence or release of the Substance is caused by the activities of Sprint.

15. **Subordination and Non-Disturbance.** This Agreement is subordinate to any mortgage or deed of trust of record against the Site as of the Lease Commencement Date. Promptly after this Agreement is fully executed, however, Owner will obtain a non-disturbance agreement in a form reasonably acceptable to Sprint from the holder of any mortgage or deed of trust.

16. **Property Taxes.** Sprint PCS will be responsible for payment of all personal property taxes assessed directly upon and arising solely from its use of the Facilities on the Site. Sprint will pay Owner any increase in Owner's real property taxes that is directly and solely attributable to improvements to the Site made by Sprint. Owner must pay prior to delinquency, all property taxes and assessments attributable to the property of Owner of which the Site is a part. Within 60 days after receipt of evidence of Owner's payment, Sprint will pay to Owner any increase in Owner's real property taxes which Owner demonstrates, to Sprint's satisfaction, is solely attributable to any improvements to the Site made by Sprint.

17. **Insurance.** Sprint will procure and maintain commercial general liability insurance, with limits of not less than [redacted] combined single limit per occurrence for bodily injury and property damage liability, with a certificate of insurance to be furnished to Owner within 30 days after Sprint's receipt of a written request.

18. **Maintenance.** Sprint will be responsible for repairing and maintaining the Facilities and any other improvements installed by Sprint at the Site in a proper operating and reasonably safe condition; provided, however, if any repair or maintenance is required due to the acts or omissions of Owner, its agents, contractors or employees, Owner will promptly reimburse Sprint for

the reasonable costs incurred by Sprint to restore the damaged areas to the condition which existed immediately prior thereto. Owner will maintain and repair all other portions of the property of which the Site is a part in a proper operating and reasonably safe condition.

19. **Miscellaneous.** (a) This Agreement applies to and binds the heirs, successors, executors, administrators and assigns of the parties to this Agreement; (b) this Agreement is governed by the laws of the state in which the Site is located; (c) Owner agrees to promptly execute and deliver to Sprint a recordable Memorandum of Agreement in the form of Exhibit B, attached; (d) this Agreement (including the Exhibits) constitutes the entire agreement between the parties and supersedes all prior written and verbal agreements, representations, promises or understandings between the parties. Any amendments to this Agreement must be in writing and executed by both parties; (e) if any provision of this Agreement is invalid or unenforceable with respect to any party, the remainder of this Agreement or the application of the provision to persons other than those as to whom it is held invalid or unenforceable, will not be affected and each provision of this Agreement will be valid and enforceable to the fullest extent permitted by law; and (f) the prevailing party in any action or proceeding in court or mutually agreed upon arbitration proceeding to enforce the terms of this Agreement is entitled to receive its reasonable attorneys' fees and other reasonable enforcement costs and expenses from the non-prevailing party.

20. **Non-Binding Until Fully Executed.** This Agreement is not and will not be binding on either party until and unless it is fully executed by both parties.

The following Exhibits are attached to and made a part of this Agreement: Exhibits A, B and _____.

OWNER:

Falcon School District #49

By: *Paul Bryant*

Name: Paul Bryant

Title: Board President

Date: July 7, 2005

Taxpayer ID: 84-6001199

Address: 10850 E. Woodmen Road

Falcon, CO 80831

Attn: H. Reitwiesner

Contact Phone Number 719-494-8770

Email address: hreitwiesner@f49.org

See Addendum to Site Agreement for continuation of Owner signatures

SPRINT:

Sprint Spectrum L.P.

By: *Charlotte Schlegel*

Name: Charlotte Schlegel

Title: Site Delivery Specialist

Date: 8-19-05

Sprint Contracts & Performance Hotline: 800-357-7641

Site Name: Falcon HS

Sprint Site ID #: DN70XC032C

**EXHIBIT A
TO SITE AGREEMENT**

Site Description

Site located at 9755 Towner Ave, situated in the City of N/A, County of El Paso, State of Colorado commonly described as follows:

That portion of the Southwest Quarter of Section 25, in Township 12 South, Range 65 West of the 6th P.M.; Beginning at a point in said Southwest Quarter which point lies North 78°05'25" West, said bearing and all others in this description are on the Colorado Coordinate System – Central Zone, a distance of 2,785.22 feet from the Southeast corner of Section 25, thence South 90° West, a distance of 1,563.72 feet; thence North 19°55'32" East, a distance of 1,398.28 feet; thence North 90° East, a distance of 1,087.19 feet; thence South 00° East, a distance of 1,314.57 feet to the point of beginning and containing 40.0 acres more or less.

LESS AND EXCEPT:

A PARCEL OF LAND BEING A PORTION OF THE WEST HALF OF SECTION 25, TOWNSHIP 12 SOUTH, RANGE 85 WEST OF THE SIXTH PRINCIPAL MERIDIAN, EL PASO COUNTY, COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS: THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SECTION 26, TOWNSHIP 12 SOUTH, RANGE 45 WEST, SIXTH PRINCIPAL MERIDIAN BEING MONUMENTED AT THE EAST END BY A 3.25" ALUMINUM CAP STAMPED P.L.S. 12103, AND AT THE WEST END BY A NO. 6 REBAR WITH 2.5" ALUMINUM CAP STAMPED P.L.G. 4842, ASSUMED TO BEAR N59°02'00"W, A DISTANCE OF 2814.11 FEET, AS SHOWN ON A LAND SURVEY PLAT BY W.K CLARK AND ASSOCIATES, DATED AUGUST 13, 1999:

COMMENCING AT THE MOST SOUTHWESTERLY CORNER OF A TRACT OF LAND DESCRIBED IN A DOCUMENT RECORDED IN BOOK 2732 AT PAGE 880 RECORDS OF EL PASO COUNTY COLORADO, SAID POINT BEING THE POINT OF BEGINNING:

THENCE N19°55'48"E, ON THE WESTERLY LINE OF SAID TRACT DESCRIBED IN A DOCUMENT RECORDED IN BOOK 2732 AT PAGE 880, A DISTANCE OF 427.66 FEET TO A POINT ON CURVE;
THENCE ON THE ARC OF A CURVE TO THE LEFT WHOSE CENTER BEARS S70°04'11"E, HAVING A DELTA OF 21°26'32", A RADIUS OF 960.00 FEET AND A DISTANCE OF 359.27 FEET TO A POINT OF COMPOUND CURVE;
THENCE ON THE ARC OF A CURVE TO THE LEFT HAVING A DELTA OF 88°29'08", A RADIUS OF 20.00 FEET AND A DISTANCE OF 30.89 FEET TO A POINT OF TANGENT;
THENCE S89°59'52"E, A DISTANCE OF 381.52 FEET TO A POINT OF CURVE;
THENCE ON THE ARC OF A CURVE TO THE RIGHT HAVING A DELTA OF 25°50'32", A RADIUS OF 300.00 FEET AND A DISTANCE OF 136.31 FEET TO A POINT ON THE SOUTHERLY LINE OF SAID TRACT DESCRIBED IN A DOCUMENT RECORDED IN BOOK 2732 AT PAGE 860;
THENCE N89°59'52"W, ON THE SOUTHERLY LINE OF SAID TRACT DESCRIBED IN A DOCUMENT RECORDED IN BOOK 2732 AT PAGE 860, A DISTANCE OF 620.00 FEET TO THE POINT OF BEGINNING.

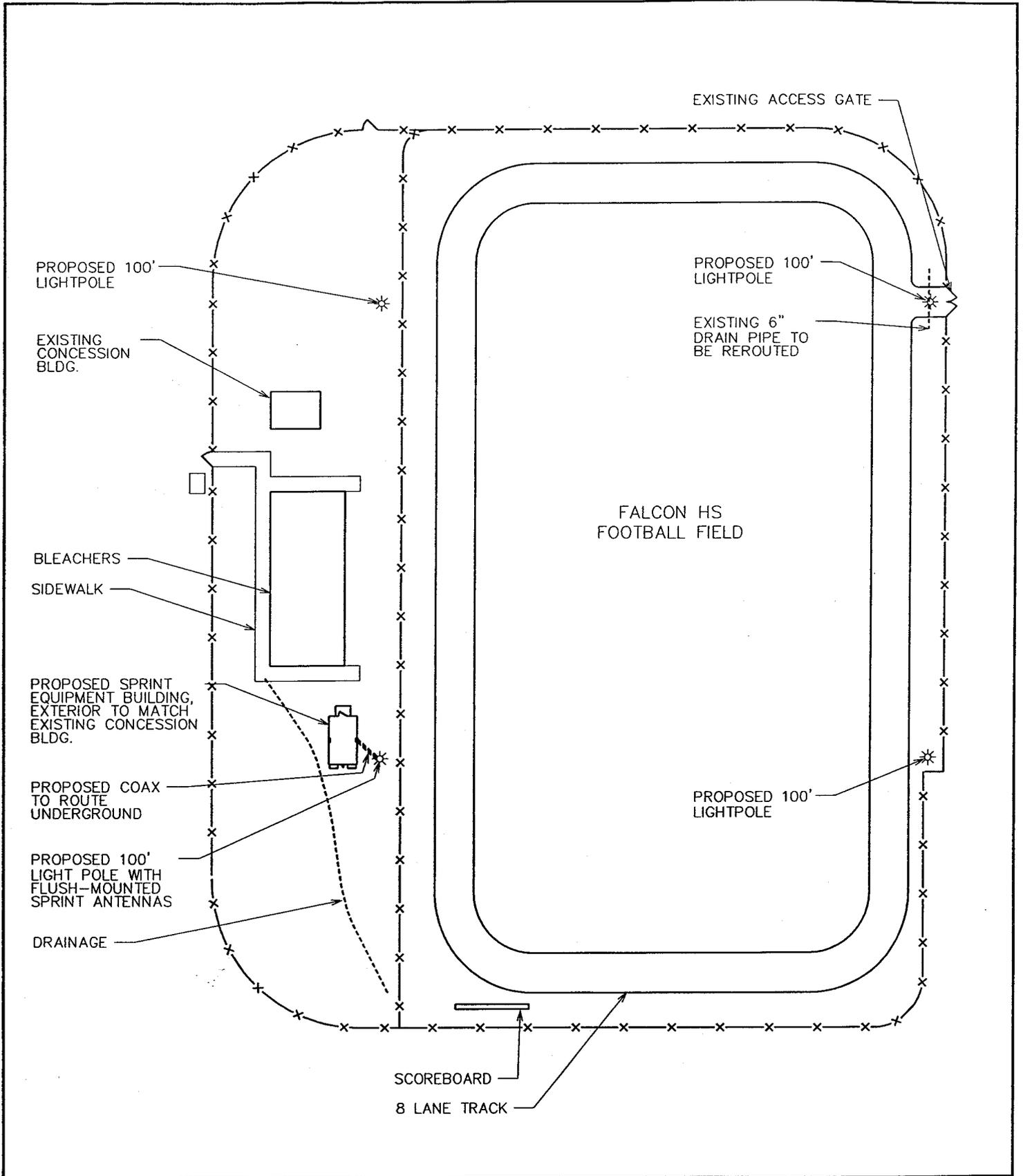
CONTAINING A CALCULATED AREA OF 0.624 ACRES OR 17,176 SQUARE FEET.

Owner Initials: 
Sprint Initials: 

Note: Owner and Sprint may, at Sprint's option, replace this Exhibit with an exhibit setting forth the legal description of the property on which the Site is located or an as-built drawing depicting the Site.

**[Use this Exhibit A for Site Agreement, Option Agreement, and Memorandum of Agreement.]*

Exhibit A-1



Owner Initials: *MM*
 Sprint Initials: *CS*

SEARCH RING NAME
 DN70XC032-C
 FALCON HIGH SCHOOL

PROJECT NO: 8999
 DRAWN BY: RSP
 CHECKED BY: MLP

R RAMAKER & ASSOCIATES, INC.
 180 DALLAS STREET
 SALEM, OREGON 97302
 OFFICE: 503-643-4200
 FAX: 503-643-7999
 WWW.RAMAKER.COM

Sprint
 6580 SPRINT PARKWAY
 OVERLAND PARK, KANSAS 66251

SHEET TITLE
 LEASE EXHIBIT

SHEET NUMBER
 LE-1

Site Name: Falcon HS

Sprint Site ID #: DN70XC032C

**EXHIBIT B
TO SITE AGREEMENT**

Memorandum of Agreement

This Memorandum of Agreement ("Memorandum") dated _____, 20____, evidences that a lease was made and entered into by a Site Agreement (the "Agreement") dated _____, 20____, between Falcon School District 49 ("Owner") and Sprint Spectrum L.P., a Delaware limited partnership ("Sprint").

The Agreement provides in part that Owner leases to Sprint certain real property owned by Owner and located at 9755 Towner Ave, City of N/A County of El Paso, State of Colorado, together with non-exclusive easements for reasonable access thereto, for placement of an underground grounding system, and for access to the appropriate source of electric and telephone facilities (the "Site"). The Site is further described in Exhibit A attached hereto. The term of the Agreement is 5 years commencing on _____, 20____, which term is subject to 4 additional terms of 5 years each that may be exercised by Sprint.

The parties have executed this Memorandum as of the day and year first above written.

OWNER

Falcon School District 49

By: 
Name: Paul Bryant
Title: Board President
Address: 10850 East Woodmen Road
Peyton, CO 80831

Contact Phone Number: 719-494-8770
Email Address: hreitwiesner@d49.org

See Addendum to Memorandum of Option Agreement for continuation of Owner signatures.

SPRINT

Sprint Spectrum L.P.

By: 
Name: Charles Schlegel
Title: Site Delivery Specialist
Address: 5600 N. Riverview Rd
Rosemead, IL 60018

Sprint Contracts & Performance Hotline: 800-357-7641

Attach Exhibit A - Site Description

Owner Initials: 
Sprint Initials: 

Site Name: Falcon HSSprint Site ID #: DN70XC032C

**EXHIBIT A
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Site Description

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CONTAINING A CALCULATED AREA OF 0.624 ACRES OR 17,176 SQUARE FEET.

Owner Initials: 
 Sprint Initials: 

Note: Owner and Sprint may, at Sprint's option, replace this Exhibit with an exhibit setting forth the legal description of the property on which the Site is located or an as-built drawing depicting the Site.

**[Use this Exhibit A for Site Agreement, Option Agreement, and Memorandum of Agreement.]*

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Sprint Site ID #: DN70XC032C

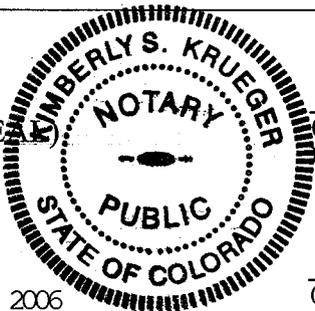
OWNER NOTARY BLOCK:

STATE OF Colorado

COUNTY OF El Paso

The foregoing instrument was (choose one) attested or acknowledged before me this 12 day of August, 20 05, by (choose one) Paul Bryant as ~~an individual~~ Board President, as _____ of _____, a _____ corporation, on behalf of the corporation, or _____, partner or agent on behalf of _____, a _____ partnership.

(AFFIX NOTARIAL SEAL)



(OFFICIAL NOTARY SIGNATURE)
NOTARY PUBLIC STATE OF

Kimberly S. Krueger

My commission expires: May 6, 2006

Kimberly S. Krueger
(PRINTED, TYPED OR STAMPED NAME OF NOTARY)
COMMISSION NUMBER:

STATE OF

COUNTY OF

The foregoing instrument was (choose one) attested or acknowledged before me this _____ day of _____, 20____, by (choose one) _____ as an individual, _____, as _____ of _____, a _____ corporation, on behalf of the corporation, or _____, partner or agent on behalf of _____, a _____ partnership.

(AFFIX NOTARIAL SEAL)

(OFFICIAL NOTARY SIGNATURE)
NOTARY PUBLIC STATE OF

My commission expires:

(PRINTED, TYPED OR STAMPED NAME OF NOTARY)
COMMISSION NUMBER:

Site Name: Falcon HS

Sprint Site ID #: DN70XC032C

SPRINT NOTARY BLOCK:

STATE OF Illinois

COUNTY OF Cook

The foregoing instrument was acknowledged before me this 19th day of August, 2005, by Charles Schlager, as Site Delivery Specialist of Sprint Spectrum L.P., a Delaware limited partnership, who executed the foregoing instrument on behalf of the partnership.

(AFFIX NOTARIAL SEAL)

Sue Morales
(OFFICIAL NOTARY SIGNATURE)
NOTARY PUBLIC STATE OF

My commission expires: 7.16.05

Sue Morales
(PRINTED, TYPED OR STAMPED NAME OF NOTARY)



STATE OF

COUNTY OF

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____, as _____ of Sprint Spectrum L.P., a Delaware limited partnership, who executed the foregoing instrument on behalf of the partnership.

(AFFIX NOTARIAL SEAL)

(OFFICIAL NOTARY SIGNATURE)
NOTARY PUBLIC STATE OF

My commission expires:

(PRINTED, TYPED OR STAMPED NAME OF NOTARY)