

EX-21 4 dex21.htm SUBSIDIARIES OF CROWN CASTLE INTERNATIONAL CORP.

EXHIBIT 21

CROWN CASTLE INTERNATIONAL CORP. SUBSIDIARIES

Crown Castle Operating Company (f/k/a Crown Castle USA Holdings Company), a Delaware corporation
Crown Communication Inc., a Delaware corporation (d/b/a/ Crown Communications, CrownCom)
Crown Castle USA Inc. (f/k/a Crown Network Systems, Inc.), a Pennsylvania corporation
Crown Castle PT Inc., a Delaware corporation
Crown Castle South LLC, a Delaware limited liability company
Crown Castle GT Corp., a Delaware corporation
Crown Castle Operating LLC, a Delaware limited liability company
Crown Castle Australia Holdings Pty Limited, an Australian limited liability company
Crown Castle Australia Pty Ltd (f/k/a CCAL Towers Pty Ltd.), an Australian limited liability company
Crown Castle CA Corp., a Delaware corporation
CC Castle International LLC, a Delaware limited liability company
Crown Castle Towers 05 LLC, a Delaware limited liability company
Crown Castle Towers LLC, a Delaware limited liability company
CC Towers Guarantor LLC, a Delaware limited liability company
CC Towers Holding LLC, a Delaware limited liability company
Crown Atlantic Company LLC, a Delaware limited liability company
Crown Castle GT Company LLC, a Delaware limited liability company
CCGS Holdings LLC, a Delaware limited liability company
Global Signal Operating Partnership, LP, a Delaware limited partnership
Global Signal Holdings III LLC, a Delaware limited liability company
Pinnacle Towers Acquisition LLC, a Delaware limited liability company
Global Signal Acquisitions II LLC, a Delaware limited liability company
Global Signal Acquisitions III LLC, a Delaware limited liability company
Global Signal Holdings V LLC, a Delaware limited liability company
Pinnacle Towers LLC, a Delaware limited liability company

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

THIS FOURTH AMENDMENT TO OPTION AND SITE LEASE AGREEMENT (the "Fourth Amendment") is made effective this 27th day of June, 2012, by and between M. BRUCE COTTRELL AND SKYE M. STEVENS, in joint tenancy (hereinafter referred to as "Lessor") and STC FIVE LLC, a Delaware limited liability company, by and through its Attorney In Fact, **Global Signal Acquisitions II LLC, a** Delaware limited liability company (hereinafter referred to as "Lessee").

RECITALS

WHEREAS, Lessor and US West Communications Wireless Group ("Original Lessee") entered into an Option and Site Lease Agreement and Addendum dated February 17, 1997 (the "Original Agreement") whereby Original Lessee leased certain real property, together with access and utility easements, located in El Paso County, Colorado from Lessor (the "Site"), all located within certain real property owned by Lessor ("Lessor's Property"); and

WHEREAS, the Original Agreement was amended by that certain Amendment to Option and Site Lease Agreement dated April 14, 1997 ("First Amendment"), by that certain Second Amendment to Option and Site Lease Agreement dated February 28, 2003 ("Second Amendment"), and by that certain Third Amendment to Option and Site Lease Agreement dated April 9, 2003 ("Third Amendment") (hereinafter the Original Agreement and all subsequent amendments are collectively referred to as the "Agreement"); and

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

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

WHEREAS, the Agreement had an initial term that commenced on February 17, 1997 and expired on February 16, 2002. The Agreement, as amended, provides for five extensions of

five years each, the first three of which were exercised by Lessee. According to the Agreement, the final extension expires on February 16, 2027; and

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

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

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

2. Term. Section 4 of the Original Agreement, and Section 1 of the Third Amendment, are hereby deleted in their entireties, and the following is inserted in their place:

The initial term of this Agreement shall be for a period of five years commencing on February 17, 1997 ("Commencement Date") and expiring on February 16, 2002 (the "Lease Term"). At the conclusion of the Lease Term, Lessee shall be entitled to extend the Lease Term for nine extensions of five years each, with the final lease extension expiring on February 16, 2047 (each extension is referred to as a "Renewal Term"). The Lease Term shall automatically be extended for each successive Renewal Term unless Lessee notifies Lessor of its intention not to renew at least ninety days prior to the expiration of the then current five year term.

Lessor and Lessee hereby acknowledge that Lessee has exercised the first three Renewal Terms, leaving a balance of six Renewal Terms.

3. Rent. As additional consideration for and in consideration of this Fourth Amendment, on the first day of the second full month following full execution of this Fourth Amendment, the monthly rent shall increase by an amount equal to [REDACTED] per month. As clarification, Lessee and Lessor are currently in the third Renewal Term, as per the Agreement, and the current rent payable to Lessor as of the date of the Letter Agreement (as defined in Section 11 below) is [REDACTED] per month. Rent payable by Lessee to Lessor as set forth herein will increase to [REDACTED] per

month, to be paid monthly throughout the remainder of the third Renewal Term. Following such increase, monthly rent for each Renewal Term shall be paid as follows:

Renewal Term 4 – Year 21-25

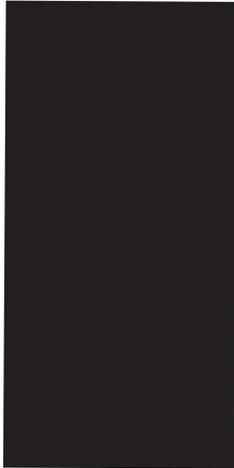
Renewal Term 5 – Year 26-30

Renewal Term 6 – Year 31-35

Renewal Term 7 – Year 36-40

Renewal Term 8 – Year 41-45

Renewal Term 9 – Year 46-50



4. Expansion Option. For and in further consideration of a one-time payment equal to [REDACTED] (“Option Fee”) and during the five (5) year period from the effective date of this Fourth Amendment, Lessee shall have an irrevocable option (“Expansion Option”) to lease up to a maximum of six hundred (600) square feet of real property adjacent to the existing Site at a location as generally depicted on the attached Exhibit A to be determine mutually between the parties as exercised (“Additional Lease Area”) on the same terms and conditions set forth in the Agreement. The Option Fee shall be paid by Lessee to Lessor within sixty (60) days of Lessee’s receipt of this fully-executed Fourth Amendment. If Lessee elects to exercise the Expansion Option, Lessee shall pay the same rent per square foot for the Additional Lease Area as the rent paid per square foot by Lessee for the existing Site at the time Lessee exercises the Expansion Option, and thereafter Renewal Term rent increases as set forth in the Agreement. Lessee may exercise the Expansion Option by providing written notice to Lessor at any time. The parties shall agree upon the specific part of Lessor’s Property that will comprise the Additional Lease Area, and Lessor, in its sole reasonable discretion has final authority to determine what part of Lessor’s Property shall constitute the Additional Lease Area. Within 30 days after Lessee’s exercise of the Expansion Option, Lessor agrees to execute and deliver an amendment to the Agreement, a memorandum of lease and/or amendment, and any other documents necessary to grant and record Lessee’s interest in the Additional Lease Area. Lessee shall be responsible for all costs, including but not limited to surveying costs and

Lessor's reasonable attorney's fees incurred in order to close on the exercise of the Expansion Option, provided that the attorney's fees shall not exceed [REDACTED]. In addition, within 30 days after Lessee's exercise of the Expansion Option, Lessor shall obtain and deliver any documentation necessary to free the Additional Lease Area from any mortgages, deeds of trust, liens or encumbrances.

5. Right of First Refusal. If, during the period of five (5) years from the effective date of this Fourth Amendment, Lessor receives a written offer and is considering accepting the offer from any entity (along with any of its affiliates) that owns and operates towers or other facilities for wireless telecommunications or any entity that is in the business of acquiring Lessor's interest in ground lease and said entity desires to acquire any of the following interests in all or a portion of the Site (for the purposes of this agreement Site shall include the current lease area of approximately 600 square feet of land, as well as any additional lease area added to the Site as a result of Lessee's exercise of its Expansion Option which occurred prior to Lessor's receipt of a written offer): (i) fee title, (ii) a perpetual or other easement, (iii) a lease, (iv) any present or future possessory interest, (v) any or all portions of Lessor's interest in this Agreement including but not limited to the Rent or revenue derived herefrom or other interest in the Agreement, or (vi) an option to acquire any of the foregoing, Lessor shall provide written notice to Lessee of said offer ("Lessor's Notice"). Lessor's Notice shall include the prospective buyer's name, the purchase price being offered, and other consideration being offered, the other terms and conditions of the offer, a due diligence period and the proposed closing date, a copy of the offer or other documentation reflecting all terms and conditions of the offer. Lessee shall have a right of first refusal to purchase, lease or otherwise obtain the offered property interest, at its election and on the same exact terms and conditions as in Lessor's Notice. If Lessee does not exercise its right of first refusal by written notice to Lessor given within thirty (30) days, Lessor may sell the property or otherwise convey the property interest described in the Lessor's Notice. If Lessee declines to exercise its right of first refusal, then the Agreement shall continue in full force and effect and Lessee's right of first refusal shall survive any such conveyance. If Lessee notifies Lessor that it wishes to exercise its Expansion Option, it must close on the transaction in the time period set forth in Lessor's offer, or if no time period is provided therein, within ninety (90) days of Lessee's notice to exercise the Expansion Option.

6. Assignment and Subletting. Notwithstanding anything in the Agreement to the contrary, from and after the date of this Fourth Amendment, Lessee will have the right to modify, alter, add, replace, remove, and maintain wireless communications facilities located within the Site, as well as sublease or license use of the Site without the consent or approval of Lessor. Lessee shall provide written notice to Lessor within sixty (60) days after such sublease or license is fully executed. Notwithstanding the foregoing, any modifications, alterations, additions, replacement, removal and maintenance of facilities located within the Site, must be fully compliant with all local zoning, building, safety and other applicable codes, and must be consistent with all federal regulations including but not limited to those related to radio frequency emissions and FAA regulations. Lessor shall impose comparable requirements on all of its sublessees and/or licensees. Lessor makes no warranty regarding whether Lessee's anticipated uses will comply with any applicable law, and unless the compliance issue was caused by Lessor, Lessee shall indemnify and hold Lessor harmless from any costs, damages, penalties or like payments made or incurred related to the compliance issues referenced herein, regardless of the entity responsible for causing such compliance issues.

7. Attorney's Fees. Irrespective of whether the transaction contemplated by the Letter Agreement is consummated, Lessor and Lessee each will pay its own out-of-pocket expenses. Provided, however, that Lessee shall reimburse Lessor's reasonable attorney's fees incurred in the transaction, up to [REDACTED].

8. Representations, Warranties and Covenants of Lessor. Lessor represents and warrants that Lessor is duly authorized to and has the full right, power and authority to enter into this Fourth Amendment and to perform all of Lessor's obligations under the Agreement, as amended.

9. Notices. Lessee's notice address as amended in Section 4 of the Third Amendment is further amended as follows:

LESSEE'S PRIMARY CONTACT

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

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

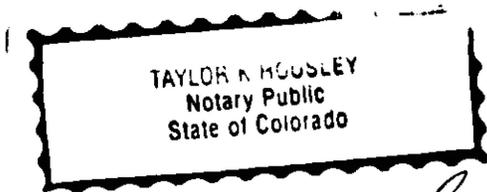
11. Letter Agreement. This Fourth Amendment supersedes that certain letter agreement by and between Lessor and Lessee dated May 1, 2012 ("Letter Agreement"), and in case of any conflict or inconsistency between the terms and conditions contained in the Letter Agreement and the terms and conditions contained in this Fourth Amendment, the terms and conditions in this Fourth Amendment shall control.

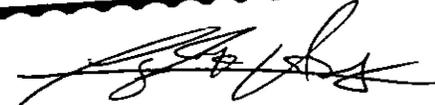
12. Remainder of Agreement Unaffected. In all other respects, the remainder of the Agreement shall remain in full force and effect. Any portion of the Agreement that is inconsistent with this Fourth Amendment is hereby amended to be consistent.

[Signature pages follow]

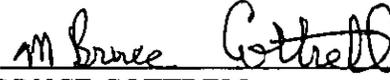
Lessor and Lessee have caused this Fourth Amendment to be duly executed on the day and year first written above.

State Colorado
County El Paso



x 
My Commission Expires
September 6, 2015

LESSOR:

By: 
M. BRUCE COTTRELL

By: 
SKYE M. STEVENS

[Lessee Execution Page Follows]

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

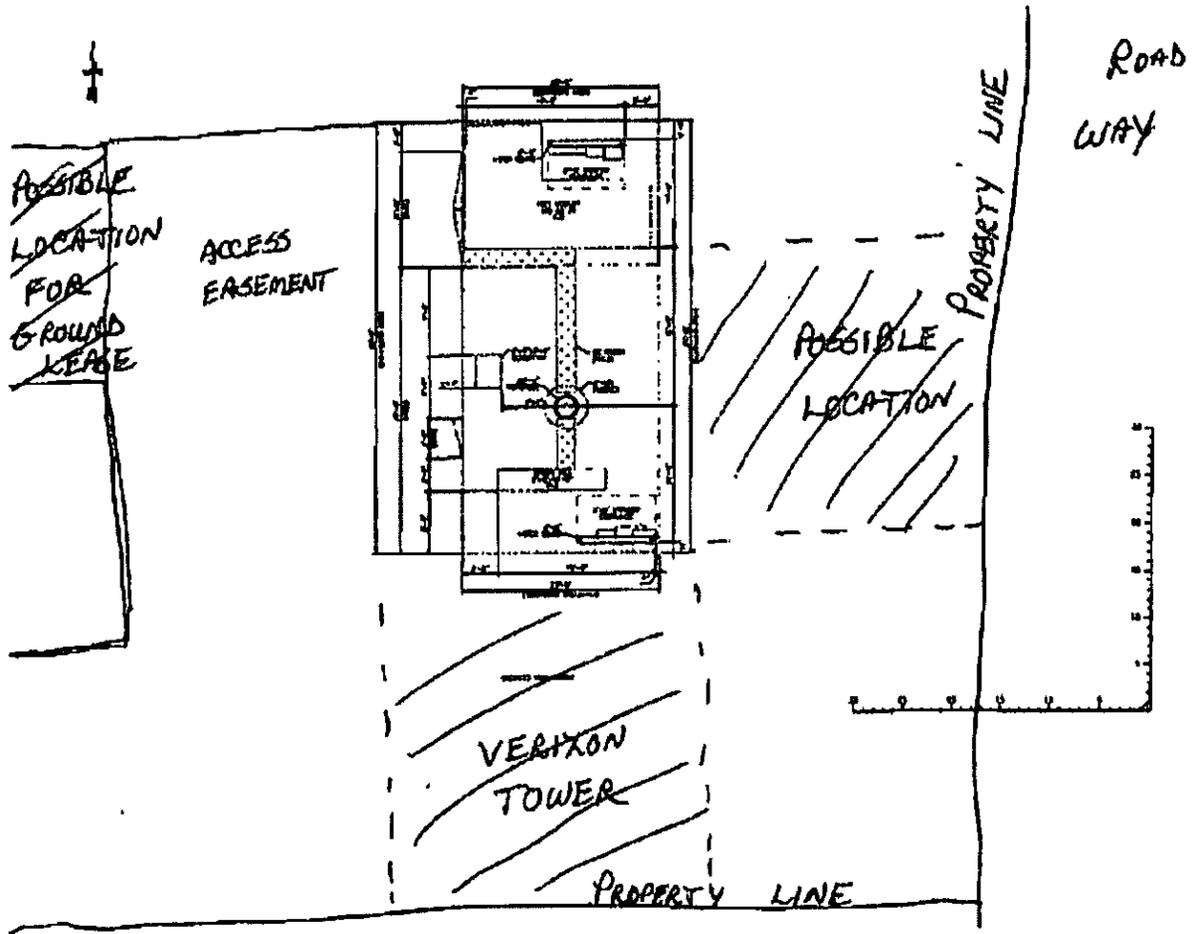
LESSEE:

STC FIVE LLC, a Delaware limited liability company

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

By: *Lisa A. Sedgwick*
Print Name: Lisa A. Sedgwick
Title: RET Manager
6-29-12

EXHIBIT "A"
(Expansion Option)



THIRD AMENDMENT TO OPTION AND SITE LEASE AGREEMENT - CSP186

This Third Amendment to the Option and Site Lease Agreement (this "Third Amendment") is entered into as of APRIL 9, 2003, between Lessor and Lessee. For valuable consideration, Lessor and Lessee agree that:

Definitions

In this Third Amendment the following terms have the meanings given to them.

- (a) Lessor: M. Bruce Cottrell and Skye M. Stevens.
- (b) Lessee: Qwest Wireless, LLC, a Delaware limited liability company, formerly known as US WEST Wireless, LLC.
- (c) Lease: Option and Site Lease Agreement, dated February 17, 1997, between Lessor and U S WEST Communications Wireless Group, a division of U S WEST Communications, Inc., a Colorado corporation, predecessor-in-interest to Lessee; as amended by that certain Amendment to Option and Site Lease Agreement, dated April 14, 1997; and as amended by that Second Amendment to Option Site and Lease Agreement, dated February 28, 2003.
- (d) Property: The land and improvements located at 6135 Templeton Gap Road, Colorado Springs, Colorado.
- (e) Effective Date: April 24, 2003.

Any capitalized term used in this Third Amendment but not defined in this Third Amendment has the meaning given for such term in the Lease.

1. **Amendment to Section 4, Term.** As of the Effective Date, the last sentence of this Section 4 shall be amended and restated to read as follows:

"Lessee shall have the right to renew the Lease Term five (5) additional terms of five years each (each being a "Renewal Term")."

2. **Amendment to Section 5, Rent.** As of the Effective Date, the third sentence and the Renewal Term rent schedule of this Section 5 shall be amended and restated to read as follows:

"Each additional Lease Renewal Term shall be paid as follows:

Renewal Term 1 - Year 6 - 10
8/25/02 through April 24, 2003
April 25, 2003 through Lease Year 10

Renewal Term 2 - Year 11 - 15
Renewal Term 3 - Year 16 - 20
Renewal Term 4 - Year 21 - 25
Renewal Term 5 - Year 26 - 30

3. **Amendment to Section 11, Termination.** As of the Effective Date, Subsection (c) of this Section 11 shall be amended and restated in its entirety to read as follows:

"Lessee may terminate upon 60 days prior written notice, if Lessee determines that the Site is no longer feasible for any of the following reasons: (1) the inability to obtain or retain the necessary governmental approvals or permits, (2) signal interference, inadequate signal coverage or low signal intensity at the Site; (3) continued use of the Site is economically unfeasible; or (4) Lessee otherwise determines, in its sole judgement, that continued use of the Site is infeasible or undesirable. If Lessee terminates this Lease during Renewal Term 1, for one or more of the reasons listed in this paragraph, upon termination of the Lease, Lessee shall pay to Lessor, within ninety (90) days of the date of termination, a sum equal to six (6) months of the then current Rent.

4. Amendment to Section 14, Notices. Lessee's address is hereby modified as follows:

If to Lessee:

Equis Corporation
8350 East Crescent Parkway, Suite 300
Greenwood Village, CO 80111
Attn: Qwest Lease Administration
Fax: 720-554-0798
Property ID# CSP-186

And:

Qwest Corporation
1801 California Street, 49th Floor
Denver, Colorado 80202
Attn: Real Estate Attorney

With a copy to:

Qwest Wireless, LLC
4301 East Colfax Avenue, Room 314
Denver, Colorado 80220
Attn: Regional Real Estate Manager

5. **Confirmation of Lease.** Lessor and Lessee confirm and ratify in all respects, the terms and conditions of the Lease as amended by this Third Amendment.

Lessor and Lessee have executed this Third Amendment on the date first set forth above.

LESSOR:

Skye M. Stevens
Skye M. Stevens

M. Bruce Cottrell
M. Bruce Cottrell

LESSEE:

Qwest Wireless, LLC, a Delaware
limited liability company

By: *Dennis Wigert*

Name: *Dennis Wigert*

Title: *Regional Real Estate Mgr.*

SECOND AMENDMENT TO OPTION AND SITE LEASE AGREEMENT - CSP186

This Second Amendment to the Option and Site Lease Agreement (this "Second Amendment") is entered into as of February 28, 2003, between Lessor and Lessee. For valuable consideration, Lessor and Lessee agree that:

Definitions

In this Second Amendment the following terms have the meanings given to them.

- (a) Lessor: Bruce ^{M.} Cottrell and Skye M. Stevens.
- (b) Lessee: Qwest Wireless, LLC, a Delaware limited liability company, formerly known as U S WEST Wireless, LLC.
- (c) Lease: Option and Site Lease Agreement, dated February 17, 1997, between Lessor and U S WEST Communications Wireless Group, a division of U S WEST Communications, Inc., a Colorado corporation, predecessor-in-interest to Lessee, as amended by that certain Amendment to Option and Site Lease Agreement, dated April 14, 1997 (the "First Amendment").
- (d) Property: The land and improvements located at 6135 Templeton Gap Road, Colorado Springs, Colorado.

Recitals

- (a) The First Amendment, provided Lessor's consent for Lessee to sublease space to [REDACTED] on Lessee's monopole located on the Property (the "Monopole"), which Lessee had the right to construct under the terms of the Lease.
- (b) [REDACTED] never entered into an agreement with Lessee to install [REDACTED] equipment on the Monopole and none of [REDACTED] equipment was ever installed on the Monopole.
- (c) Lessor and Lessee wish to void the agreement allowing [REDACTED] to install equipment on the Monopole.

Any capitalized term used in this Second Amendment but not defined in this Second Amendment, has the meaning given for such term in the Lease.

- 1. **Voiding of Previous Agreement.** Lessee and Lessor hereby agree that [REDACTED] right to install communications transmitting and receiving antennas on the Monopole is hereby null and void and of no further force and effect.
- 2. **Confirmation of Rent.**

Because Lessee never sublet space on the Monopole to [REDACTED] the monthly rent to be paid by Lessee remains as stated in the Lease, prior to the First Amendment. The monthly rent schedule is restated in its entirety as follows:

Initial Term	Lease Years 1 - 5	[REDACTED]
Renewal Term One	Lease Years 6 - 10	[REDACTED]
Renewal Term Two	Lease Years 11 - 15	[REDACTED]
Renewal Term Three	Lease Years 16 - 20	[REDACTED]
Renewal Term Four	Lease Years 21 - 25	[REDACTED]

3. Amendment to Section 14, Notices. Lessee's address is hereby modified as follows:

If to Lessee:

Equis Corporation
8350 East Crescent Parkway, Suite 300
Greenwood Village, CO 80111
Attn: Qwest Lease Administration
Fax: 720-554-0798
Property ID# CSP-186

And:

Qwest Corporation
Attn: Legal - Real Estate
1801 California, Suite 4900
Denver, Colorado 80202

With a copy to:

Qwest Wireless, LLC
4301 East Colfax Avenue, Room 314
Denver, Colorado 80220
Attn: Regional Real Estate Manager

4. Confirmation of Lease. Lessor and Lessee confirm and ratify in all respects, the terms and conditions of the Lease as amended by this Second Amendment.

Lessor and Lessee have executed this Second Amendment on the date first set forth above.

LESSOR:



Skye M. Stevens

LESSEE:

Qwest Wireless, LLC, a Delaware
limited liability company

By: 

Name: Stephen W. Morgan
Title: Senior Vice President
Operations & Engineering

 M. Bruce Cottrell

M. Bruce Cottrell

AMENDMENT TO OPTION AND SITE LEASE AGREEMENT

This Amendment to Option and Site Lease Agreement is made this 14th day of April, 1997 by and between Bruce Cottrell and Skye Stevens, Colorado residents (Lessor) and U S WEST Communications Wireless Group, a division of U S WEST Communications, Inc., a Colorado corporation (Lessee).

RECITALS:

A. Lessor and Lessee are parties to that certain Option and Site Lease Agreement, which includes that certain Addendum attached thereto, all of which are dated as of February 17, 1997 and which are referred to herein collectively as the "Agreement".

B. Lessee has requested Lessor's consent to permit [redacted] to install communication transmitting and receiving antennas and related equipment on the same monopole which Lessee has the right to construct under the terms of the Agreement.

C. Lessor is willing to consent to those additional antennas to be located on the monopole subject to the terms and conditions hereof.

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

1. Lessor hereby consents to Lessee's subleasing of the Site to [redacted] for the express purpose of permitting [redacted] to install communications transmitting and receiving antennas on the monopole provided under the terms of the Agreement. Notwithstanding this consent to sublease, Lessee shall remain fully responsible and liable to Lessor under the terms of the Agreement for all obligations and liabilities of the Lessee thereunder, and shall indemnify Lessor against and hold Lessor harmless from any and all claims, actions, liabilities, losses or damages arising from or related to the negligent acts or omissions of Lessee's sublessees and [redacted]

2. Effective as of the date hereof, Section 5 of the Agreement, Rent, shall be amended in its entirety to read as follows:

"Rent. For the initial five (5) year term is [redacted]

Rent for second five (5) year term is [redacted]

Rent for the third five (5) year term is [redacted]

Rent for the fourth five (5) year term is [redacted]

Rent for the fifth five (5) year term is [redacted]

Provided, however, if Lessee does not sublease, then the Rent shall be as follows:

For the initial five (5) year term is [REDACTED]

Rent for the second five (5) year term is [REDACTED]

Rent for the third five (5) year term is [REDACTED]

Rent for the fourth five (5) year term is [REDACTED]

Rent for the fifth five (5) year term is [REDACTED]

3. Except as expressly modified herein, all other terms and conditions of the Agreement (including the Addendum attached thereto) shall remain in full force and effect.

IN WITNESS THEREOF, the parties have executed this Amendment the date first above written.

M. Bruce Cottrell DDM

U S WEST Communications, Inc.

Alex M. Stevens

Karen Braithwaite

By: Alex M. Stevens

By: KAREN BRAITHWAITE

Its: Owner

Its: Attorney-in-Fact

U S WEST Communications Wireless Group

By: [Signature]

V.P. OPERATIONS & ENGINEERING

Its: _____

OPTION AND SITE LEASE AGREEMENT

THIS OPTION AND SITE LEASE AGREEMENT (this "Agreement") is entered into this 17th day of February, 1997 ("Date of Agreement") by and between Bruce M. Cottrell & Skye M. Stevens ("Lessor") and U S WEST COMMUNICATIONS WIRELESS GROUP, a division of U S WEST Communications, Inc., a Colorado Corporation ("Lessee") whose address is 1999 Broadway, Tenth Floor, Denver, Colorado 80202.

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

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

WHEREFORE, Lessor and Lessee agree as follows:

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

2. Option. The option to lease Lessor's Property may be exercised by Lessee at any time within the first ⁶~~12~~ months of the Date of Agreement ("Option Period") by providing Lessor with written notice of Lessee's intent. Lessor agrees that Lessee may extend the Option Period by six additional months by providing Lessor with written notice prior to the expiration of the original Option Period and by paying Lessor, at the time Lessee requests the extension, an additional sum of [REDACTED] MBC
A-12B

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

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

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

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

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

5. Rent

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

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

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

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

7. Interference

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

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

8. Environmental Matters.

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

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

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

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

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

10. Assignment and Subleasing.

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

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

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

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

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

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

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

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

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

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

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

If to Lessor, to:
Skye Stevens and Bruce Cottrell
6135 Tempelton Gap Road
Colorado Springs, CO 80918-5110

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

with a copy to:

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

15. Miscellaneous.

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

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

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

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

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

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

LESSOR:

Skye Stevens and Bruce Cottrell

BY: Skye M. Stevens
Social Security No. [REDACTED]

BY: M. Bruce Cottrell
Social Security No. [REDACTED]

LESSEE:

U S WEST Communications, Inc.

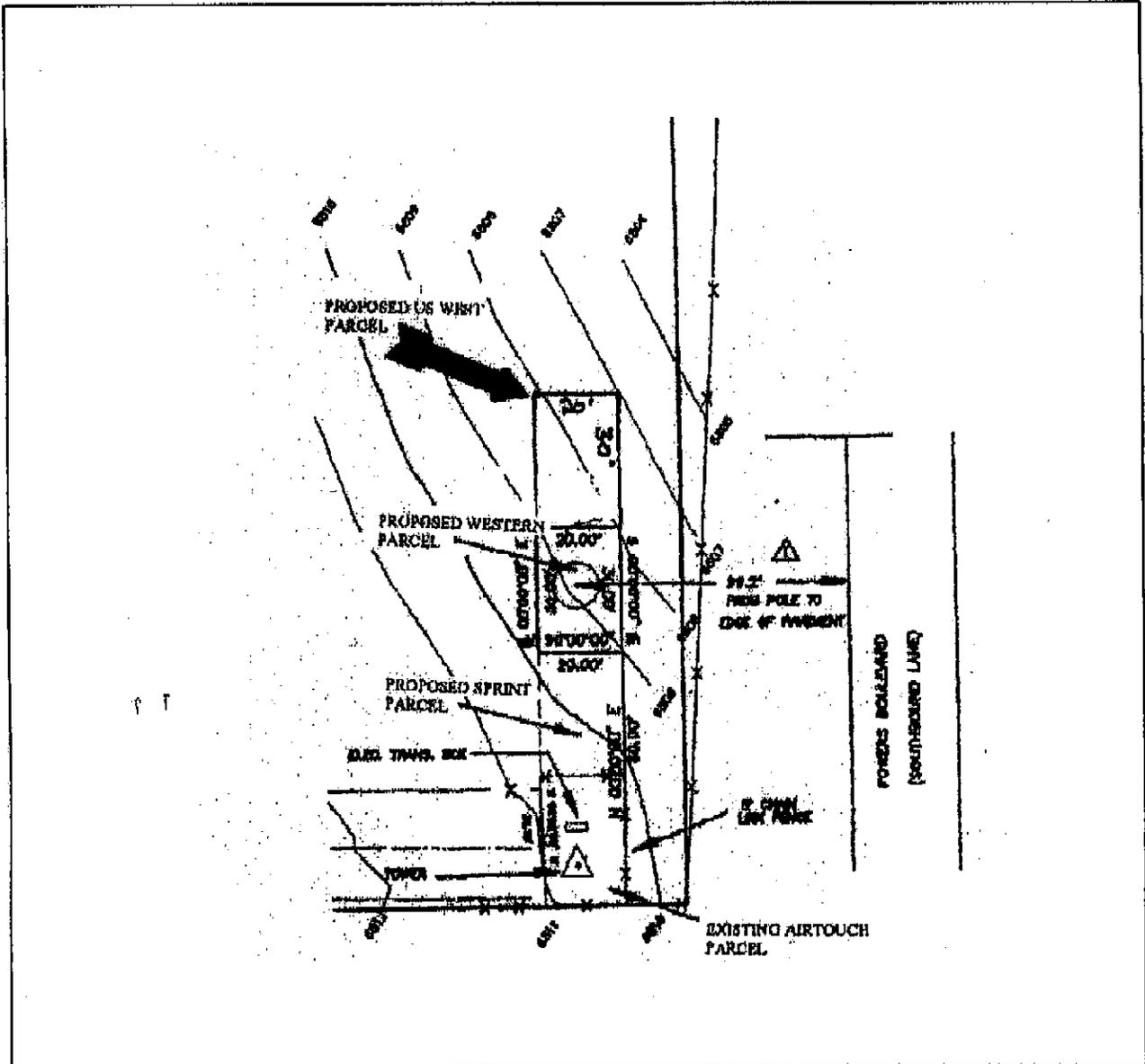
BY: Karin Braathwaite
ITS: Attorney-in-Fact

U S WEST Communications Wireless Group
BY: Michael P. [Signature]
ITS: Director Finance

Exhibit A - Lease Parcel

Site # CSP 186.2

The lease parcel, owned by Bruce M. Cottrell and Skye M. Stevens, is situated at 6135 Telmpelton Gap Road, Colorado Springs, Colorado, and more particularly described as a portion of TRACT IN E2 OF SEC 13-13-66 AS FOLS, COM AT E4 COR OF SD SEC, TH SLY ON E LN THEREOF 260.57 FT FOR POB, CONT SLY ALG LN 295.11, ANG R 90<WLY 738.02 FT, ANG R 90<NLY 295.11 FT, TH ANY R 90, ELY 738.02 FT TO POB, EX ELY 30.0 FT FOR RD BY 3431-799. It is understood by both parties that the representation below is a conceptual sketch of the site and that final site design will be subject to owner's approval.



Owner Initial SMS msc

US West Wireless Initial WJ

EXHIBIT 1
Legal Description

Parent Parcel:

TRACT IN E2 OF SEC 13-13-66 AS FOLS, COM AT E4 COR OF SD SEC, TH SLY ON E LN THEREOF 260.57 FT FOR POB, CONT SLY ALG SD LN 295.11 FT, ANG R 90< WLY 738.02 FT, ANG R 90< NLY 295.11 FT, TH ANG R 90< ELY 738.02 FT TO POB, EX ELY 30.0 FT FOR RD BY 3431-799

Lease Parcel:

A portion of Section 13, Township 13 South, Range 66 West, 6th Principal Meridian, County of El Paso, State of Colorado, being more particularly described as follows;

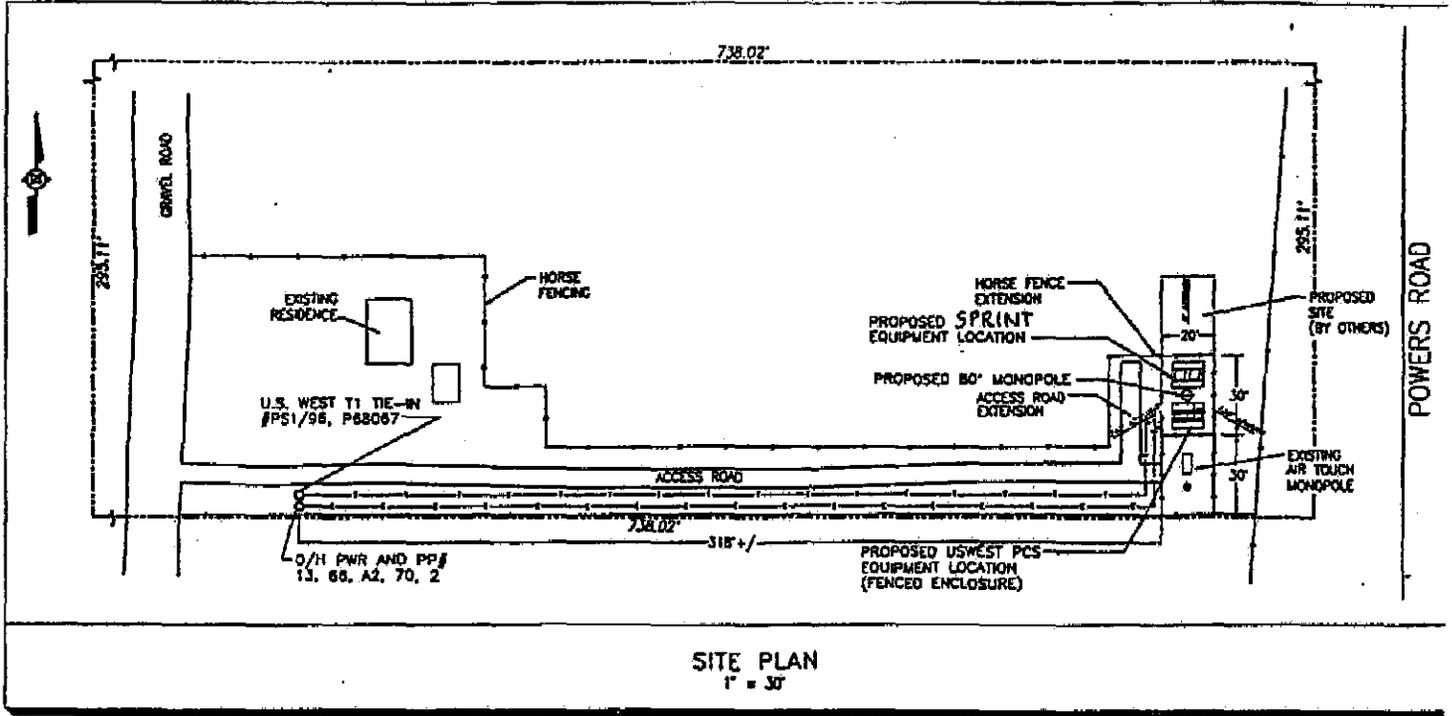
COMMENCING at the southeast corner of a parcel of land described in Book 2798, Page 815, El Paso County Clerk and Recorder's Office;

THENCE N 46°11'58" W a distance of 43.22 feet to the POINT OF BEGINNING;
THENCE S89°50'32"W a distance of 20.00 feet;
THENCE N00°09'28"W a distance of 30.00 feet;
THENCE N89°50'32"E a distance of 20.00 feet;
THENCE S00°09'28"E a distance of 30.00 feet to the POINT OF BEGINNING.

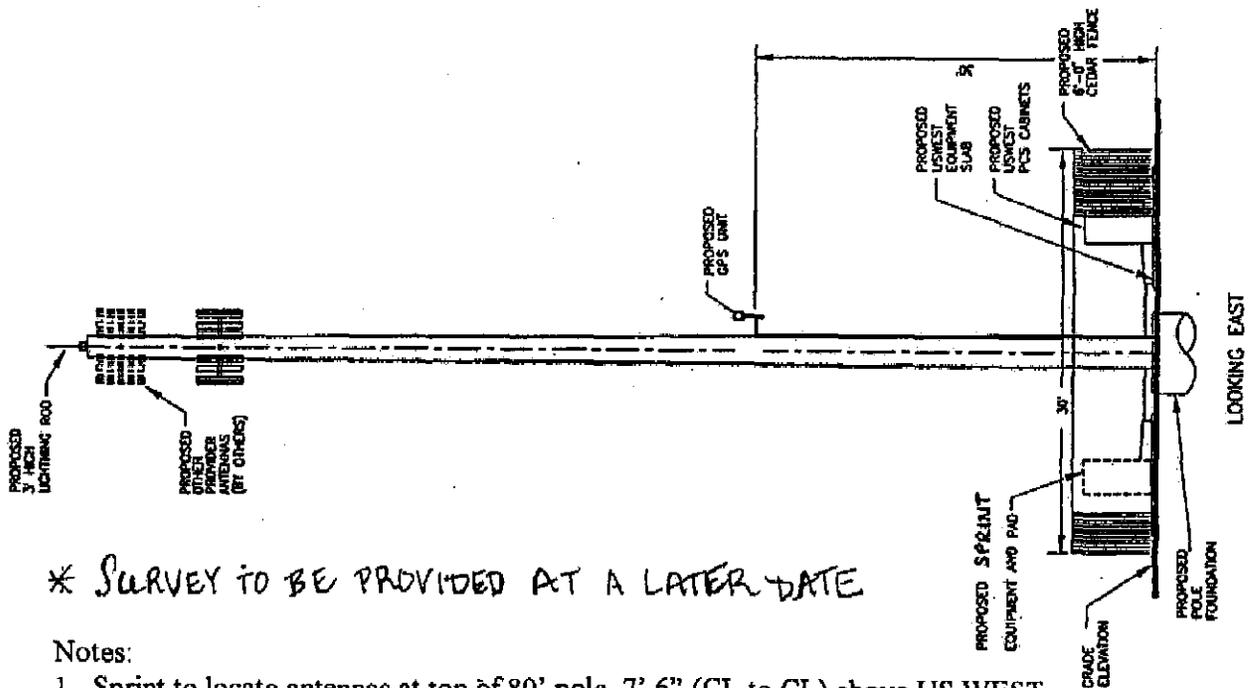
Containing 600 square feet, (0.014 Acres), more or less.

EXHIBIT 2

Description of Facilities - 6135 Templeton Gap Road, Skyline Farms/Stetson Hills



SITE PLAN
1" = 30'



* SURVEY TO BE PROVIDED AT A LATER DATE

Notes:

1. Sprint to locate antennas at top of 80' pole, 7' 6" (CL to CL) above US WEST antennas.
2. Sprint to locate equipment on north side of pole.

EXHIBIT 3
PCS Option and Site Lease Agreement and Attachments/Amendments
(Attached)

ADDENDUM TO OPTION AND SITE LEASE AGREEMENT

The attached Option and Site Lease Agreement made and entered into this 6th day of March, 1997, by and between Bruce M. Cottrell & Skye M. Stevens, ("Lessor") and U S WEST Communications Wireless Group, a division of U S WEST Communications, Inc., a Colorado Corporation, ("Lessee") of which this Addendum is made a part, is hereby amended and supplemented as follows:

Section 10 is amended through the addition of the following language:

10(e). Except as otherwise provided in this Section 10, Lessee may not sublet any portion of the Property without the express written consent of Lessor. Any such subletting shall be on terms and conditions mutually agreed upon in writing by Lessor and Lessee.

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

Lessor:

Skye M. Stevens
vs. Bruce Cottrell

Lessee:

[Signature]