

Exhibit "C"

MULTNOMAH COUNTY OPTION AND SITE LEASE AGREEMENT

THIS OPTION AND SITE LEASE AGREEMENT (this "Agreement") is entered into this _____ day of _____, 1997 ("Date of Agreement") by and between Multnomah County, a Political Subdivision of the State of Oregon ("Lessor") and USWEST COMMUNICATIONS WIRELESS GROUP, a division of USWEST 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 as more particularly described in Exhibit A attached hereto and made a part hereof by this reference ("Property"); and

WHEREAS, Lessee believes that a portion of the building upon the Property consisting of an area of approximately 160 square feet of space located on the roof of the building as more particularly described in Exhibit B attached hereto and made a part hereof by this reference ("Site") is suitable for installation and operation of its Communication Facilities as described below; and

WHEREAS, Lessee desires to obtain an option for lease of the Site 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 this agreement and mutual benefits, the receipt whereof is hereby acknowledged, does hereby grant and convey unto Lessee, its successors, assigns, and agents an Option to lease the Site for the Permitted Use as set forth in Section 3 below.

2. Option. The option to lease Lessor's Site may be exercised by Lessee at any time within the first 18 months of the Date of Agreement ("Option Period") by providing Lessor with written notice of Lessee's intent. Lessor agrees that Lessee may extend the Option Period by six additional months by providing Lessor with written notice prior to the expiration of the original Option Period.

In the event that Lessee has not exercised its option to lease the Site within six months after the Date of Agreement, Lessee shall pay to Lessor upon the first day of each month of its option after said six months, including any extension of its option, the sum of \$100.00. All of such payments shall be applied to Rent payable to Lessor under Section 5 hereof if Lessee shall exercise its option to lease the Site; such payments shall otherwise be non-refundable.

Lessee's exercise of its option to lease the Site shall be in writing, delivered by U.S. Certified Mail, postage prepaid, to Lessor.

3. **Permitted Use.** The location on Lessor's Property upon which Lessee shall be occupying and installing its facilities in the event it exercises its option shall be the "Site", which is more particularly described in Exhibit B, which is attached hereto and made a part hereof by this reference.

(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, with prior written consent of Lessor which shall not be unreasonably withheld, to modify, supplement, replace, upgrade or relocate the Communication Facilities on the Site at any time during the term of the lease so long as said relocation, replacement or upgrade is made for the purpose of improving the operation of its Communication Facilities.

(b) Lessee shall be entitled to reasonable access to the Site during the hours 9:00 AM to 4:30 PM, Monday through Friday, except holidays, for the purpose of exercising its Permitted Use under this Agreement. During other times, Lessee shall be entitled to access to the Site upon reasonable notice to Lessor and at reasonable times. In case of emergency involving Lessee's Communications Facilities, Lessor shall provide access to Lessee upon one hour's notice by Lessee. 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 subject to prior written consent of Lessor, which shall not be unreasonably withheld.

4. **Term.** This Lease, if Lessee exercises its option, 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 Site. Lessee shall have a right to renew the Lease Term for a maximum four additional consecutive terms at five years each beginning at expiration of the Lease Term (each being a "Renewal Term"). Term will automatically renew unless Lessee notifies Lessor by written notice, return receipt requested, of Lessee's intent not to renew the term.

The Lease Term and any Renewal Term of this Agreement shall terminate upon demolition of the building by Lessor or destruction of the building by any other cause. All rights and obligations of either party under this Agreement shall cease upon such termination except such rights and obligations which arose and were enforceable prior to such termination.

5. Rent.

(a) Each month during the initial Lease Term Lessee shall pay five hundred fifty and no/100 dollars (\$550.00) ("Lease Payment") to Lessor as Rent. Said rent shall be payable in advance to Lessor on or before the first day of each calendar month. Rent during additional Lease Renewal Terms shall be paid as follows.

Renewal Term 1 - Year 6-10	\$ <u>650.00</u> /Month
Renewal Term 2 - Year 11-15	\$ <u>750.00</u> /Month
Renewal Term 3 - Year 16-20	\$ <u>850.00</u> /Month
Renewal Term 4 - Year 21-25	\$ <u>1,000.00</u> /Month

(b) Lessee shall pay, as additional rent, any increase in real property taxes levied against the Property, which are directly attributable to Lessee's lease 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, or contractors shall have the right to enter upon Lessor's Property upon notice to Lessor as required in Section 3(b) hereof to inspect, examine, sample and conduct all engineering tests or studies of the 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 including hazardous substances as defined in Section 8(a) on or with respect to the Site. However, Lessor shall rely on Lessee being fully satisfied with Site, if Lessee submits no objections to Site after Lessee's inspection as provided herein. Lessee shall be responsible for any damage, loss or destruction to the Property as a result of the actions of its employees, representatives or agents during such due diligence activities.

7. Interference.

(a) Lessee shall not use the Site in any way that interferes with the existing use of the Property by: (i) Lessor or (ii) tenants or licensees of Lessor holding rights to the Property on the Date of 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 unreasonably 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) "Hazardous Substance" means any pollutant, contaminant, toxic or hazardous waste, dangerous substance, potentially dangerous substance, noxious substance, toxic substance, flammable, explosive, radioactive material, urea formaldehyde foam insulation, asbestos, PCBs, or any other substances the removal of which is required, or the manufacture, preparation, production, generation, use, maintenance, treatment, storage, transfer, handling or ownership of which is restricted, prohibited, regulated or penalized pursuant to any federal, state or local environmental safety law or regulation.

(b) The Lessee shall not use in any way, or permit or suffer the use of the Property or the Site or any part thereof, to either directly or indirectly prepare, produce, generate, manufacture, refine, treat, transport, store, maintain, handle, dispose of, transfer, or process any Hazardous Substance as defined herein, unless it has received the prior written consent of the Lessor, which may not be unreasonably withheld. Notwithstanding the foregoing, Lessee shall be permitted to use, in a legal manner, without further consent from Lessor batteries or diesel-powered generators ordinarily used as back-up power sources for the Communications Facilities, and those Hazardous Substances which are necessary for the construction and installation of the Communications Facilities and the removal of the Communications Facilities at the termination or expiration of the Agreement.

(c) Any substance which the Lessor permits the Lessee to treat, store, transfer, or dispose of must be done in strict compliance with any and all federal, state, county, or municipal statutes or laws now or at any time hereafter in effect.

(d) Lessee shall be solely responsible for and will defend, indemnify and hold Lessor its agents, and employees harmless from and against any claims, costs and liabilities, including reasonable attorneys' fees and costs, arising out of or in connection with the cleanup or restoration of the property which may result from Lessee's use or bringing of Hazardous Substances upon the Site or the Property.

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. 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.

Lessee shall defend, indemnify and hold harmless the Lessor against and from any and all claims, suits, losses or liability arising from the negligent acts or omissions of Lessee, its employees, agents, licensees, contractors and invitees.

If any condemning authority takes the Property or any portion thereof which renders the Site unusable by Lessee for the Permitted Use, this Agreement shall terminate and all further rights and obligations of the parties shall cease as of the date of such termination, except such rights and obligations which arose and were enforceable prior to such termination. Lessor shall be entitled to all proceeds of condemnation and Lessee shall have no claim against Lessor as a result of the condemnation. Lessee shall be free to make a separate claim against the condemning authority for its Communications Facilities and business losses or expenses so long as such claim does not interfere with or reduce Lessor's claim or award.

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 effective assignment as provided in Section 10.(a) above, Lessee shall be relieved of all performance, liabilities and obligations under this Option and Site Lease Agreement except for performance, liabilities and obligations arising prior to such assignment. Lessee shall remain primarily responsible for Lessee's performance, liabilities and obligations under this Option and Site Lease Agreement in the event of assignments made hereunder without consent of Lessor.

(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 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) by Lessee upon sixty (60) days prior written notice.

In the event of termination as a result of default, the non-defaulting party shall be entitled to and may avail itself of any remedies provided in this Agreement or otherwise available to it under law.

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:

Multnomah County

2505 SE 11th Avenue

Portland, OR 97202

Attention: Property Management

If to Lessee, to:

USWEST Communications, Inc.

C/O USWEST Business Resources, Inc.

188 Inverness Drive West, Suite 420

Englewood, Colorado 80112

Attn: PSL Manager/PCS Real Estate with a copy to:

USWEST Communications Wireless Group

1249 NE 145th #105

Seattle, WA 98155

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 and the Site that is the subject matter hereof and supersedes all offers, negotiations and other agreements with respect thereto. There are no representations or understanding of any kind not set forth herein. Any amendment to this Agreement must be in writing and executed by both parties.

(b) 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.

(c) 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. This Agreement shall be interpreted, construed and enforced in accordance with the laws of the State of Oregon.

(d) 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.

(e) Any covenant herein by Lessor to defend, indemnify or hold harmless the Lessee shall be subject to the provisions of the Oregon Tort Claims Act, ORS 30.260-30.300, and within the limits in ORS 30.275.

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

LESSOR:
Multnomah County

BY: Beverly Stein (MR)

ITS: County Chair

Federal Tax I.D. or
Social Security No. 93-6002309

ATTEST: _____

LESSEE:

USWEST Communications, Inc.

BY: Shirley Satter

ITS: Attorney-in-Fact

USWEST Communications Wireless Group

BY: [Signature]

ITS: V.P. OPERATIONS & ENGINEERING

ATTEST: _____

REVIEWED

129BO

By [Signature]

MULTNOMAH COUNTY

Approved as to form
Knapp & Rome, L.L.C.
Legal Counsel for USWC
11/23/02

MULTNOMAH COUNTY OPTION AND SITE LEASE AGREEMENT

EXHIBIT A

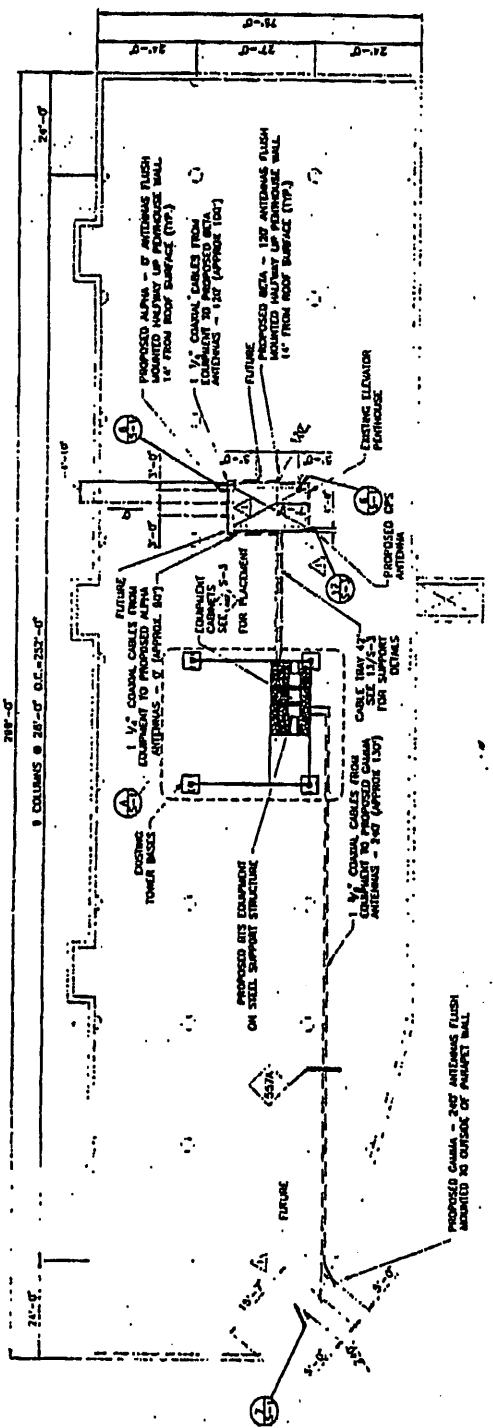
Tax Lot 1 of Block 63, Tibbetts Addition, Portland, Multnomah County, Oregon.

7	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100
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kpff Consulting Engineers
 1115 N. 10th Ave. Ste. 200
 Portland, OR 97228
 503.248.5082
 FAX 503.248.5082
 www.kpff.com



SITE INFORMATION	MULTNOMAH COUNTY BUILDING 2505 SE 11TH AVE PORTLAND, OR 97203 POR-007B
DESIGN TYPE	TYPE A ROOFTOP EQUIPMENT & ANTENNAS
SHEET TITLE	ROOF PLAN
SHEET NUMBER	A-1



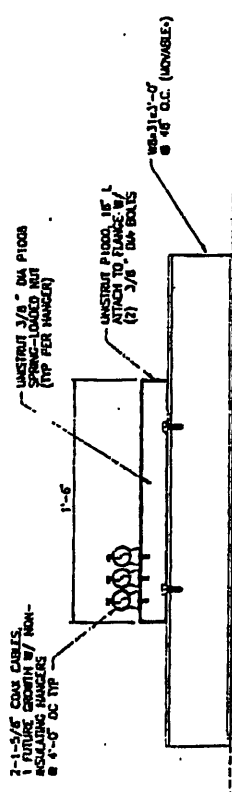
ROOF PLAN
 SCALE: 1" = 15'

NOTES:
 ANTENNA SHOWN TO FAR RIGHT OF EACH
 ANTENNA ARRAY IS FUTURE GROWTH (TYP.)

PCS CDMA CELL SITE EQUIPMENT

APPROXIMATE WEIGHT	APPROXIMATE DIMENSIONS LENGTH x WIDTH x HEIGHT
PCS CDMA MINICELL PRIMARY CABINET	850 LBS 30'x30'x60"
PRIMARY POWER CABINET, WITH FOUR BATTERIES	1100 LBS 30'x31'x60"
PCS CDMA GROWTH CABINET	750 LBS/EACH 30'x22'x60"
COMPACT ANTENNAS CABLE COVER ASSEMBLY	20 LBS 17'x20'x14"

* REPAIRING PLANNED IN
 THE NEAR FUTURE



**557A CABLE SUPPORTS ON ROOF
 (MODIFIED)**

Approved*
Bureau of Planning
City of Portland
 Planner SS
 Date 4/3/97
 *This approval applies only to the requested approval and is subject to additional approval.

Exhibit B