

OPTION AND LEASE AGREEMENT

This Agreement, made this 7th day of APRIL, 2003, between Aldine E. Ward, William T. Ward III and Timothy T. Ward, Sr., with their mailing address located at 2454 Waynoka Road, Colorado Springs, Colorado 80915-1612, Social Security [REDACTED] Timothy T. Ward only), hereinafter collectively designated LESSOR and Verizon Wireless (VAW) LLC, d/b/a Verizon Wireless, with its principal office located at 180 Washington Valley Road, Bedminster, New Jersey 07921, hereinafter designated LESSEE. The LESSOR and LESSEE are at times collectively referred to hereinafter as the "Parties" or individually as the "Party".

LESSOR owns the property located in the County of El Paso, State of Colorado, at 18310 Midway Ranch Road, substantially as described in Exhibit A attached hereto and made a part hereof. The entirety of LESSOR's property is referred to hereinafter as the "Property". LESSEE desires to obtain an option to lease a portion of said Property, with a right-of-way for access and utilities thereto containing approximately one thousand six hundred (1600) square feet. LESSEE's leased portion of the Property and all access and utility rights thereto are hereinafter described as the "Premises" and are substantially as shown in Exhibit B attached hereto and made a part hereof.

NOW THEREFORE, in consideration of the sum of [REDACTED], hereinafter referred to as Option Money, to be paid by LESSEE to the LESSOR, which LESSEE will provide upon its execution of this Agreement, the LESSOR hereby grants to LESSEE the right and option to lease said Premises including a right-of-way for access and utilities thereto, for the term and in accordance with the covenants and conditions set forth herein.

The option may be exercised at any time on or prior to twelve (12) months from the date this Option and Lease Agreement is executed by both Parties. At LESSEE's election and upon LESSEE's prior written notification to LESSOR, the time during which the option may be exercised may be further extended for one (1) additional period of twelve (12) months from the first (1st) anniversary date of the execution of this Option and Lease Agreement by both Parties, with an additional payment of [REDACTED] by LESSEE to LESSOR for the option period so extended. The time during which the option may be exercised may be further extended by mutual agreement in writing. If during said option period, or during the term of the lease, if the option is exercised, the LESSOR decides to subdivide, sell or change the status of the Property or his property contiguous thereto he shall immediately notify LESSEE in writing so that LESSEE can take steps necessary to protect LESSEE's interest in the Premises.

This option may be sold, assigned or transferred by the LESSEE without any approval or consent of the LESSOR to the LESSEE's principal, affiliates, subsidiaries of its principal; to any entity which acquires all or substantially all of LESSEE's assets in the market defined by the Federal Communications Commission in which the Property is located by reason of a merger, acquisition or other business reorganization; or to any entity which acquires or receives an interest in the majority of communication towers of the LESSEE in the market defined by the

Federal Communications Commission in which the Property is located. As to other parties, this Agreement may not be sold, assigned or transferred without the written consent of the LESSOR, which such consent will not be unreasonably withheld or delayed.

Should LESSEE fail to exercise this option or any extension thereof within the time herein limited, all rights and privileges granted hereunder shall be deemed completely surrendered, this option terminated, and LESSOR shall retain all money paid for the option, and no additional money shall be payable by either Party to the other.

LESSOR shall cooperate with LESSEE in its effort to obtain all certificates, permits and other approvals that may be required by any federal, state or local authorities which will permit LESSEE use of the Premises. LESSOR shall take no action which would adversely affect the status of the Property with respect to the proposed use by LESSEE.

The LESSOR shall permit LESSEE, during the option period, free ingress and egress to the Premises to conduct such surveys, inspections, structural strength analysis, subsurface soil tests, and other activities of a similar nature as LESSEE may deem necessary, at the sole cost of LESSEE.

Notice of the exercise of the option shall be given by LESSEE to the LESSOR in writing by certified mail, return receipt requested. Notice shall be deemed effective on the date it is posted. On the date of such notice the following agreement shall take effect:

LEASE AGREEMENT

1. PREMISES. LESSOR owns the Property located in the County of El Paso, State of Colorado, at 18310 Midway Ranch Road substantially as described on Exhibit A attached hereto and made a part hereof. LESSOR hereby leases to LESSEE a portion of the Property being described as a forty foot (40') by forty foot (40') parcel containing approximately one thousand six hundred (1600) square feet, together with the non-exclusive right for ingress and egress, seven (7) days a week twenty-four (24) hours a day, on foot or motor vehicle, including trucks, and for the installation and maintenance of utility wires, poles, cables, conduits, and pipes over, under, or along a twelve foot (12') wide right-of-way extending from the nearest public right-of-way, Midway Ranch Road, to the demised premises. The LESSEE's leased portion of the Property together with the right-of-way for access and utilities thereto are hereinafter collectively referred to as the "Premises" and are substantially as described in Exhibit B attached hereto and made a part hereof.

In the event any public utility is unable to use the aforementioned right-of-way, the LESSOR hereby agrees to grant an additional right-of-way either to the LESSEE or to the public utility at no cost to the LESSEE.

2. SURVEY. LESSOR also hereby grants to LESSEE the right to survey the Property and the Premises, and said survey shall then become Exhibit C which shall be attached hereto and made a part hereof, and shall control in the event of boundary and access discrepancies between it and Exhibit A and/or Exhibit B. Cost for such work shall be borne by the LESSEE.

3. TERM. Beginning at the Commencement Date (as hereinafter defined), this Agreement shall be for an initial term of five (5) years at an annual rental of [REDACTED] to be paid in equal monthly installments of [REDACTED] on the first day of the month, in advance, to LESSOR at 2454 Waynoka Road, Colorado Springs, Colorado 80915-1612, or to such other person, firm or place as the LESSOR may, from time to time, designate in writing at least thirty (30) days in advance of any rental payment date. The term and obligation to pay rent will begin immediately upon the exercise of the option ("Commencement Date").

Beginning at the first anniversary of the Commencement Date and at each subsequent anniversary of the Commencement Date thereafter, the annual rental for each year of this Agreement shall be equal to [REDACTED] of the annual rental payable with respect to the immediately preceding year. For example, the annual rental for the second year of this Agreement shall be equal to [REDACTED], to be paid in equal monthly installments of [REDACTED] on the first day of the month, in advance. All rental payments shall be paid in equal monthly installments on the first day of the month, in advance.

4. EXTENSIONS. This Agreement shall automatically be extended for four (4) additional five (5) year terms unless the LESSEE terminates it at the end of the then current term by giving the LESSOR written notice of the intent to terminate at least six (6) months prior to the end of the then current term.

5. EXTENSION RENTALS. The annual rental for each year of the four (4) additional five (5) year extension terms shall be equal to [REDACTED] of the annual rental payable with respect to the immediately preceding year. All rental payments shall be paid in equal monthly installments on the first day of the month, in advance.

6. ADDITIONAL EXTENSIONS. Intentionally Omitted.

7. USE; GOVERNMENTAL APPROVALS. LESSEE shall use the Premises for the purpose of constructing, maintaining and operating a communications facility and uses incidental and all necessary appurtenances. By way of example and not limitation, LESSEE shall have the right, at its sole option, to install and use at the Premises a generator, of the type and kind determined solely by the LESSEE, in connection with the LESSEE's communications facilities. A security fence consisting of chain link construction or similar but comparable construction may be placed around the perimeter of the Premises at the discretion of LESSEE (not including the access easement). All improvements shall be at LESSEE's expense and the installation of all improvements shall be at the discretion and option of the LESSEE. LESSEE shall have the right to replace, repair, add or otherwise modify its equipment or any portion thereof, whether the equipment is specified or not on any exhibit attached hereto, during the term of this Agreement. LESSEE will maintain the Premises in a good condition reasonable wear and tear excepted. LESSOR will maintain the Property, excluding the Premises, in good condition, reasonable wear and tear excepted. It is understood and agreed that LESSEE's ability to use the Premises is contingent upon its obtaining after the execution date of this Agreement all of the certificates, permits and other approvals that may be required by any federal, state or local authorities as well as

satisfactory soil boring tests which will permit LESSEE use of the Premises as set forth above. LESSOR shall cooperate with LESSEE in its effort to obtain such approvals and shall take no action which would adversely affect the status of the Property with respect to the proposed use by LESSEE. In the event that any of such applications should be finally rejected or any certificate, permit, license or approval issued to LESSEE is canceled, expires, lapses, or is otherwise withdrawn or terminated by governmental authority or soil boring tests are found to be unsatisfactory so that LESSEE in its sole discretion will be unable to use the Property for its intended purposes or the LESSEE determines that the Premises is no longer technically compatible for its intended use, LESSEE shall have the right to terminate this Agreement. Notice of the LESSEE's exercise of its right to terminate shall be given to LESSOR in writing by certified mail, return receipt requested, and shall be effective upon the mailing of such notice by the LESSEE. All rentals paid to said termination date shall be retained by the LESSOR. Upon such termination, this Agreement shall be of no further force or effect except to the extent of the representations, warranties and indemnities made by each party to the other hereunder. Otherwise, all the Parties shall have no further obligations to each other, except as provided in Paragraph 32, "Early Termination".

8. INDEMNIFICATION. Subject to Paragraph 9 below, each Party shall indemnify and hold the other harmless against any claim of liability or loss from personal injury or property damage resulting from or arising out of the use and occupancy of the Premises or the Property by the Party, its servants or agents, excepting, however, such claims or damages as may be due to or caused by the acts or omissions of the other Party, or its servants or agents.

9. INSURANCE. The Parties hereby waive and release any and all rights of action for negligence against the other which may hereafter arise on account of damage to the premises or to property, resulting from any fire, or other casualty of the kind covered by standard fire insurance policies with extended coverage, regardless of whether or not, or in what amounts, such insurance is now or hereafter carried by the Parties, or either of them. These waivers and releases shall apply between the Parties and they shall also apply to any claims under or through either party as a result of any asserted right of subrogation. LESSEE agrees that at its own cost and expense, LESSEE will maintain comprehensive general liability and property liability insurance with liability limits of not less than \$1,000,000 for injury to or death of one or more persons in any one occurrence and \$500,000 for damage or destruction to property in any one occurrence. In the event the Property is developed for commercial or residential purposes, LESSOR shall carry "all risk" property insurance in an amount equal to the value of all then-current or future improvements located on the Property and comprehensive general liability insurance at the minimum limits established for LESSEE. LESSOR may self-insure against any loss or damage which could be covered by a comprehensive general public liability insurance policy. All policies of insurance covering property damage obtained by either Party concerning the Property shall waive the insurer's right of subrogation against the other Party.

10. ANNUAL TERMINATION. Notwithstanding anything to the contrary contained herein, provided LESSEE is not in default hereunder and shall have paid all rents and sums due and payable to the LESSOR by LESSEE, LESSEE shall have the right to terminate this Agreement upon the annual anniversary of this Agreement provided that three (3) months prior notice is given the LESSOR.

11. INTERFERENCE. LESSOR agrees that LESSOR and/or any other tenants of the Property who currently have or in the future take possession of the Property will be permitted to install only such radio equipment that is of the type and frequency which will not cause measurable interference the existing equipment of the LESSEE. The Parties acknowledge that there will not be an adequate remedy at law for non-compliance with the provisions of this paragraph and therefore, LESSEE shall have the right to equitable remedies, such as, without limitation, injunctive relief and specific performance.

12. REMOVAL UPON TERMINATION. LESSEE, upon termination of the Agreement, shall, within ninety (90) days, remove its building(s), antenna structure(s), fixtures and all personal property and otherwise restore the Property to its original condition, reasonable wear and tear excepted. If such time for removal causes LESSEE to remain on the Property after termination of this Agreement, LESSEE shall pay rent [REDACTED] until such time as the removal of the building, antenna structure, fixtures and all personal property are completed.

13. RIGHT OF FIRST REFUSAL. If the LESSOR during the lease term or any extension of the lease term elects to sell all or any portion of the Property, whether separately or as part of the larger parcel of which the Property are a part, the LESSEE shall have the right of first refusal to meet any bona fide offer of sale on the same terms and conditions of such offer. If LESSEE fails to meet such bona fide offer within thirty (30) days after notice thereof from LESSOR, LESSOR may sell the Property or portion thereof to such third person in accordance with the terms and conditions of his offer. For purposes of this Paragraph, any transfer, bequest or devise of the LESSOR's interest in the Property as a result of the death of the LESSOR, whether by will or intestate succession, shall not be considered a sale of the Property for which the LESSEE has any right of first refusal.

14. RIGHTS UPON SALE. Should the LESSOR, at any time during the term of this Agreement, decide to sell all or any part of the Property to a purchaser other than LESSEE, such sale shall be under and subject to this Agreement and LESSEE's rights hereunder, and any sale by the LESSOR of the portion of this Property underlying the right-of-way herein granted shall be under and subject to the right of the LESSEE in and to such right-of-way.

15. QUIET ENJOYMENT. LESSOR covenants that LESSEE, on paying rent and performing the covenants shall peaceably and quietly have, hold and enjoy the Premises.

16. TITLE. LESSOR covenants that LESSOR is seized of good and sufficient title and interest to the Property and has full authority to enter into and execute this Agreement. LESSOR further covenants that there are no other liens, judgments or impediments of title on the Property, or affecting LESSOR's title to the same and that there are no covenants, easements or restrictions which prevent the use of the Premises by the LESSEE as set forth above.

17. INTEGRATION. It is agreed and understood that this Agreement contains all agreements, promises and understandings between the LESSOR and LESSEE and that no verbal or oral agreements, promises or understandings shall be binding upon either the LESSOR or LESSEE in any dispute, controversy or proceeding at law, and any addition, variation or modification to this Agreement shall be void and ineffective unless made in writing and signed by the Parties. In the

event any provision of the Agreement is found to be invalid or unenforceable, such finding shall not effect the validity and enforceability of the remaining provisions of this Agreement. The failure of either Party to insist upon strict performance of any of the terms or conditions of this Agreement or to exercise any of its rights under the Agreement shall not waive such rights and such Party shall have the right to enforce such rights at any time and take such action as may be lawful and authorized under this Agreement, either in law or in equity.

18. GOVERNING LAW. This Agreement and the performance thereof shall be governed, interpreted, construed and regulated by the laws of the state in which the Property is located.

19. ASSIGNMENT. This Agreement may be sold, assigned or transferred by the LESSEE without any approval or consent of the LESSOR to the LESSEE's principal, affiliates, subsidiaries of its principal; to any entity which acquires all or substantially all of LESSEE's assets in the market defined by the Federal Communications Commission in which the Property is located by reason of a merger, acquisition or other business reorganization; or to any entity which acquires or receives an interest in the majority of communication towers of the LESSEE in the market defined by the Federal Communications Commission in which the Property is located. As to other parties, this Agreement may not be sold, assigned or transferred without the written consent of the LESSOR, which such consent will not be unreasonably withheld or delayed. LESSEE may sublet the Premises within its sole discretion, upon notice to LESSOR. Any sublease that is entered into by LESSEE shall be subject to the provisions of this Agreement and shall be binding upon the successors, assigns, heirs and legal representatives of the respective parties hereto.

20. NOTICES. All notices hereunder must be in writing and shall be deemed validly given if sent by certified mail, return receipt requested or by commercial courier, provided the courier's regular business is delivery service and provided further that it guarantees delivery to the addressee by the end of the next business day following the courier's receipt from the sender, addressed as follows (or any other address that the Party to be notified may have designated to the sender by like notice):

LESSOR: Aldine E. Ward, William T. Ward III and Timothy T. Ward, Sr.
2454 Waynoka Road
Colorado Springs, Colorado 80915-1612

LESSEE: Verizon Wireless (VAW) LLC
d/b/a Verizon Wireless
180 Washington Valley Road
Bedminster, New Jersey 07921
Attention: Network Real Estate

Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing.

21. SUCCESSORS. This Agreement shall extend to and bind the heirs, personal representatives, successors and assigns of the Parties hereto.

22. SUBORDINATION AND NON-DISTURBANCE. At LESSOR's option, this Agreement shall be subordinate to any mortgage or other security interest by LESSOR which from time to time may encumber all or part of the Property or right-of-way; provided, however, every such mortgage or other security interest shall recognize the validity of this Agreement in the event of a foreclosure of LESSOR's interest and also LESSEE's right to remain in occupancy of and have access to the Premises as long as LESSEE is not in default of this Agreement. LESSEE shall execute whatever instruments may reasonably be required to evidence this subordination clause. In the event the Property is encumbered by a mortgage or other security interest, the LESSOR immediately after this Agreement is executed, will obtain and furnish to LESSEE, a non-disturbance agreement for each such mortgage or other security interest in recordable form. In the event the LESSOR defaults in the payment and/or other performance of any mortgage or other security interest encumbering the Property, LESSEE, may, at its sole option and without obligation, cure or correct LESSOR's default and upon doing so, LESSEE shall be subrogated to any and all rights, titles, liens and equities of the holders of such mortgage or security interest and the LESSEE shall be entitled to deduct and setoff against all rents that may otherwise become due under this Agreement the sums paid by LESSEE to cure or correct such defaults.

23. RECORDING. Intentionally Omitted.

24. DEFAULT. In the event there is a default by the LESSEE with respect to any of the provisions of this Agreement or its obligations under it, including the payment of rent, the LESSOR shall give LESSEE written notice of such default. After receipt of such written notice, the LESSEE shall have fifteen (15) days in which to cure any monetary default and thirty (30) days in which to cure any non-monetary default, provided the LESSEE shall have such extended period as may be required beyond the thirty (30) days if the nature of the cure is such that it reasonably requires more than thirty (30) days and the LESSEE commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion. The LESSOR may not maintain any action or effect any remedies for default against the LESSEE unless and until the LESSEE has failed to cure the same within the time periods provided in this Paragraph.

25. ENVIRONMENTAL. LESSOR warrants and agrees that neither LESSOR nor, to LESSOR's knowledge, any third party has used, generated, stored or disposed of, or permitted the use, generation, storage or disposal of, any Hazardous Material (as defined below) on, under, about or within LESSOR's Property in violation of any law or regulation. LESSOR and LESSEE each agree that they will not use, generate, store or dispose of any Hazardous Material on, under, about or within LESSOR's Property in violation of any law or regulation. LESSOR and LESSEE each agree to defend and indemnify the other and the other's partners, affiliates, agents and employees against any and all losses, liabilities, claims and/or costs (including reasonable attorneys' fees and costs) arising from any breach of any warranty or agreement contained in this paragraph. "Hazardous Material" shall mean any substance, chemical or waste identified as hazardous, toxic or dangerous in any applicable federal, state or local law or regulation (including petroleum and asbestos).

26. CASUALTY. Intentionally Omitted.

27. CONDEMNATION. In the event of any condemnation of the Property, LESSEE may terminate this Agreement upon fifteen (15) days written notice to LESSOR if such condemnation may reasonably be expected to disrupt LESSEE's operations at the Premises for more than forty-five (45) days. Under the circumstances of a condemnation, LESSEE shall be entitled to and shall receive and retain that part of the award or price paid by the condemning agency, body or entity for the entire Property which is attributable to the improvements, fixtures, betterments, antennas, equipment and all other things of LESSEE situated on the Property which cannot be removed, and including LESSEE's relocation costs, damages and losses. In addition, but not to the exclusion of the foregoing, LESSEE may on its own behalf make a claim in any condemnation proceeding involving the Property for losses related to the improvements, fixtures, betterments, antennas, equipment, and all other things of LESSEE situated on the Property which cannot be removed, along with its relocation costs and its damages and losses (but not for the loss of its leasehold interest). Any notice of termination described herein shall cause this Agreement to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of this Agreement and the Parties shall make an appropriate adjustment as of such termination date with respect to payments due to the other under this Agreement.

28. SUBMISSION OF LEASE. The submission of this Agreement for examination does not constitute an offer to lease the Premises and this Agreement becomes effective only upon the full execution of this Agreement by the Parties. If any provision herein is invalid, it shall be considered deleted from this Agreement and shall not invalidate the remaining provisions of this Agreement. Each of the Parties hereto warrants to the other that the person or persons executing this Agreement on behalf of such party has the full right, power and authority to enter into and execute this Agreement on such Party's behalf and that no consent from any other person or entity is necessary as a condition precedent to the legal effect of this Agreement.

29. APPLICABLE LAWS. LESSEE shall use the Premises as may be required or as permitted by applicable laws, rules and regulations. LESSOR agrees to keep the Property in conformance with all applicable, laws, rules and regulations and agrees to reasonably cooperate with the LESSEE regarding any compliance required by the LESSEE in respect to its use of the Premises.

30. SURVIVAL. The provisions of the Agreement relating to indemnification from one Party to the other Party shall survive any termination or expiration of this Agreement. Additionally, any provisions of this Agreement which require performance subsequent to the termination or expiration of this Agreement shall also survive such termination or expiration.

31. CAPTIONS. The captions contained in this Agreement are inserted for convenience only and are not intended to be part of the Agreement. They shall not affect or be utilized in the construction or interpretation of the Agreement.

32. EARLY TERMINATION. Provided that LESSOR is not in default of any of the terms and conditions of this Agreement, LESSEE shall pay to LESSOR an amount equal to six (6)

include termination under Paragraph 7, "Use, Governmental Approval", Paragraph 10, "Annual Termination" and failure of LESSEE to exercise LESSEE's right to extend this Agreement for any of the four (4) five (5) year extension terms.

IN WITNESS WHEREOF, the Parties hereto have set their hands and affixed their respective seals the day and year first above written.

LESSOR:

Aldine E. Ward

Name: Aldine E. Ward

William T. Ward III

Name: William T. Ward III

Timothy T. Ward, Sr.

Name: Timothy T. Ward, Sr.

LESSEE:

Verizon Wireless (VAW) LLC
d/b/a Verizon Wireless

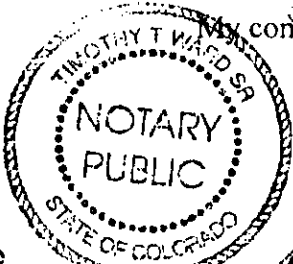
By: [Signature]
Name: Robert F. Swaine
Title: West Area VP, Network

STATE OF COLORADO)
COUNTY OF EL PASO) ss.

The foregoing Option and Lease Agreement was acknowledged before me this 7th day of MARCH, 2003, by Aldine E. Ward.

Witness my hand and official seal.

My commission expires: 11/06/06



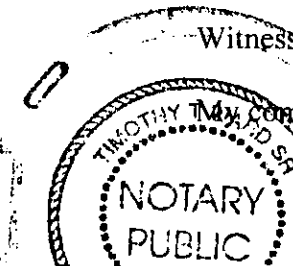
[Signature]
Notary Public

STATE OF COLORADO)
COUNTY OF EL PASO) ss.

The foregoing Option and Lease Agreement was acknowledged before me this 7th day of MARCH, 2003, by William T. Ward III.

Witness my hand and official seal.

My commission expires: 11/06/06



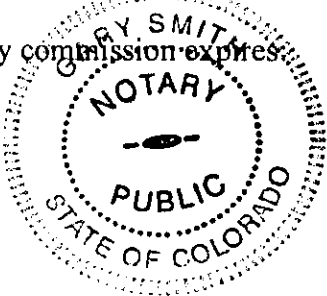
[Signature]
Notary Public

STATE OF COLORADO)
COUNTY OF EL PASO) ss.

The foregoing Option and Lease Agreement was acknowledged before me this 7th day of MARCH, 2003, by Timothy T. Ward, Sr.

Witness my hand and official seal.

My commission expires: 7/10/2005



[Signature]
Notary Public
2454 WYANDORA RD
COLO. SPRS. CO 80915

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

On this 7th day of April, 2007, before me, the undersigned, a Notary Public in and for the State of Arizona, duly commissioned and sworn, personally appeared Robert F. Swaine to me known to be an authorized representative of Verizon Wireless (VAW) LLC, d/b/a Verizon Wireless, the Delaware limited liability company that executed the foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of Robert F. Swaine, West Area VP, Network, of and on behalf of Verizon Wireless (VAW) LLC, d/b/a Verizon Wireless, for the uses and purposes therein mentioned, and on oath stated that he/she is authorized to execute the said instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.



Janet Loeb
Print or Type Name: Janet Loeb
Notary Public in and for the State of AZ, residing at
Maricopa County
My appointment expires: 12/24/06

Exhibit A

(Legal Description of the Property)

THAT PART OR THE NORTHWEST 1/4 AND THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF SECTION 15, TOWNSHIP 17 SOUTH, RANGE 65 WEST OF THE 6TH P.M. LYING WESTERLY OF INTERSTATE HIGHWAY 25 AND THE NORTHERLY 500.0 FEET OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF SAID SECTION 15, EXCEPTING THEREFROM THAT PART AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 15;
THENCE NORTH 00 DEGREES 20 MINUTES 49 SECONDS EAST 1250.77 FEET;
THENCE SOUTH 88 DEGREES 59 MINUTES 13 SECONDS EAST 2556.76 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF INTERSTATE 25 FOR THE POINT OF BEGINNING;
THENCE SOUTH 20 DEGREES 04 MINUTES 13 SECONDS EAST 400.0 FEET;
THENCE NORTH 88 DEGREES 59 MINUTES 13 SECONDS WEST 550.0 FEET;
THENCE NORTH 00 DEGREES 20 MINUTES 49 SECONDS EAST 400.0 FEET;
THENCE SOUTH 88 DEGREES 59 MINUTES 13 SECONDS EAST 550.0 FEET, MORE OR LESS TO THE POINT OF BEGINNING, SUBJECT TO THE RIGHT OF WAY RECORDED IN BOOK 2659 AT PAGE 15.

ALSO THE FOLLOWING TRACT:

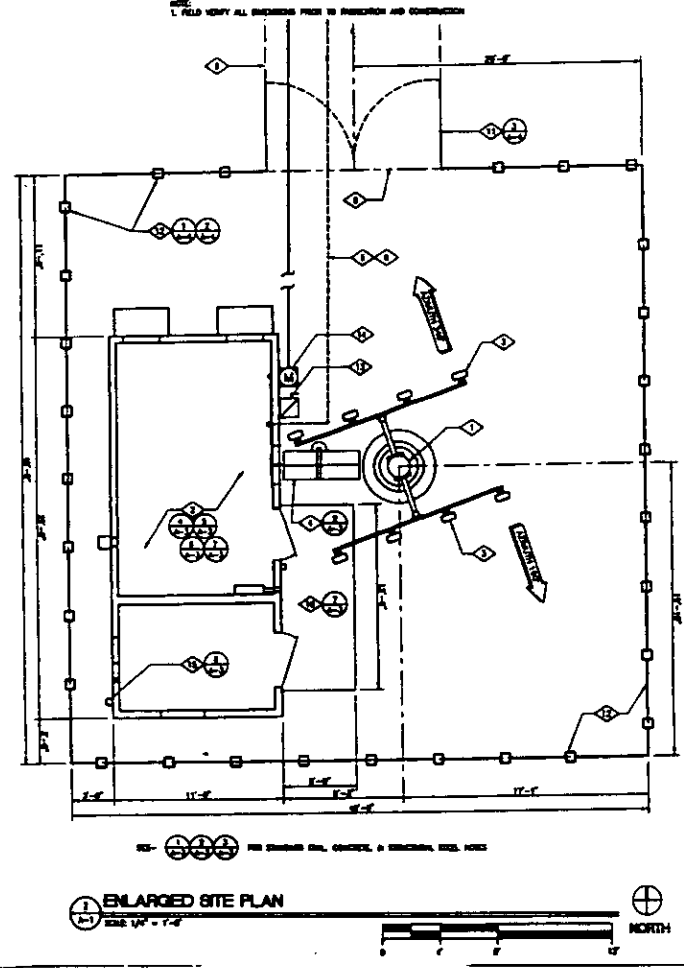
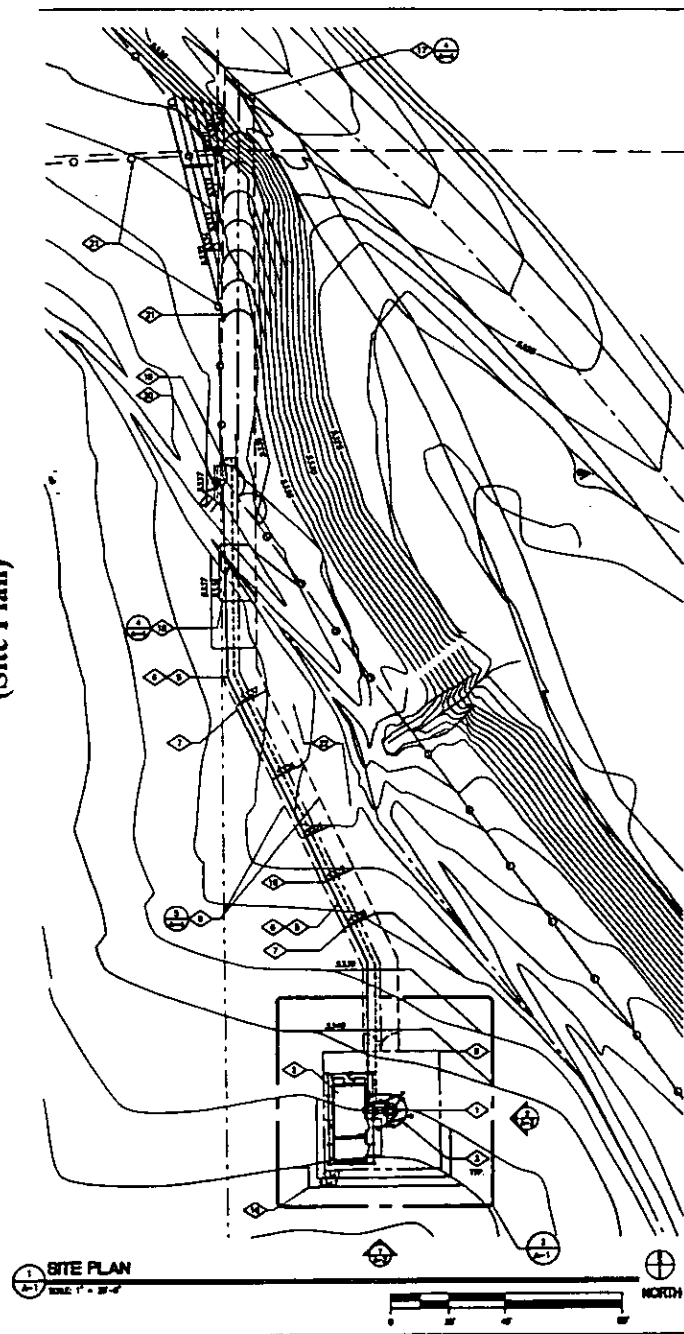
BEGINNING AT THE SOUTHWEST CORNER OF SAID SECTION 15;
THENCE NORTH 00 DEGREES 59 MINUTES 22 SECONDS EAST ALONG THE WEST SECTION LINE 843.09 FEET;
THENCE SOUTH 88 DEGREES 55 MINUTES 45 SECONDS EAST 1250.0 FEET TO THE POINT OF BEGINNING;
THENCE SOUTH 00 DEGREES 59 MINUTES 22 SECONDS WEST 6.0 FEET;
THENCE SOUTH 88 DEGREES 55 MINUTES 45 SECONDS EAST 400.0 FEET;
THENCE NORTH 00 DEGREES 59 MINUTES 22 SECONDS EAST 6.0 FEET;
THENCE NORTH 88 DEGREES 55 MINUTES 45 SECONDS WEST 400.0 FEET TO THE POINT OF BEGINNING AND EXCEPTING THEREFROM A TRACT DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID SECTION 15;
THENCE NORTH 00 DEGREES 59 MINUTES 22 SECONDS EAST ALONG THE WESTERLY SECTION LINE 843.09 FEET;
THENCE SOUTH 88 DEGREES 55 MINUTES 45 SECONDS EAST 1650.0 FEET TO THE POINT OF BEGINNING;
THENCE NORTH 00 DEGREES 59 MINUTES 22 SECONDS EAST 6.0 FEET;
THENCE SOUTH 88 DEGREES 55 MINUTES 45 SECONDS EAST 400.0 FEET, MORE OR LESS TO THE WESTERLY LINE OF TRACT DESCRIBED IN BOOK 2550 AT PAGE 165;
THENCE SOUTHERLY ALONG SAID WESTERLY LINE 6.0 FEET;
THENCE NORTH 88 DEGREES 55 MINUTES 45 SECONDS WEST 400.0 FEET TO THE POINT OF BEGINNING,

EXCEPT ANY PART OF SAID NORTHERLY 500 FEET OF THE SOUTH 1/2 OF THE SW 1/4 OF SECTION 15 LYING WITHIN THE PROPERTY DESCRIBED IN PARCEL B IN THE DEED RECORDED OCTOBER 12, 1984 IN BOOK 3927 AT PAGE 1247,

COUNTY OF EL PASO,
STATE OF COLORADO.

Exhibit B
(Site Plan)



**FIRST AMENDMENT TO
OPTION AND LEASE AGREEMENT**

This First Amendment to Option and Lease Agreement ("Amendment"), made this 1st day of DECEMBER, 2003, between Aldine E. Ward, William T. Ward III and Timothy T. Ward, Sr. (collectively, the "LESSOR") and Verizon Wireless (VAW) LLC d/b/a Verizon Wireless ("LESSEE"). The LESSOR and LESSEE are at times collectively referred to hereinafter as the "Parties" or individually as the "Party".

RECITALS

A. LESSOR owns the property located in the County of El Paso, State of Colorado, at 18310 Midway Ranch Road, substantially as described in Exhibit A attached hereto and made a part hereof. The entirety of LESSOR's property is referred to hereinafter as the "Property". As of April 7, 2003, LESSOR and LESSEE entered into that certain Option and Lease Agreement ("Agreement") pursuant to which LESSEE obtained an option to lease a portion of the Property, with a right-of-way for access and utilities thereto, containing approximately one thousand six hundred (1600) square feet. LESSEE's leased portion of the Property and all access and utility rights thereto are collectively referred to hereinafter as the "Premises".

B. LESSOR and LESSEE desire to modify the Agreement to: (i) amend Exhibit A, "Legal Description of Property", attached to the Agreement to expand and correctly state the legal description of the Property; (ii) amend Paragraph 1, "Premises", of the Agreement to add a second access right-of-way across the Property to LESSEE's leased parcel; (iii) amend Exhibit B, "Site Plan", attached to the Agreement to include a partial depiction of the second access right-of-way across the Property to LESSEE's leased parcel; (iv) amend Exhibit C, "Survey of Property", attached to the Agreement to include a complete survey of the Property and the Premises, including the second access right-of-way across the Property to LESSEE's leased parcel.

In consideration of the mutual covenants contained herein and intending to be legally bound hereby, the Parties hereto agree as follows:

AGREEMENT

1. Exhibit A, "Legal Description of Property", of the Agreement is hereby deleted in its entirety and replaced with the new Exhibit A, "Legal Description of Property", attached hereto and made a part of the Agreement by this reference.

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2. Paragraph 1, "Premises", of the Agreement is hereby deleted in its entirety and replaced by the following:

LESSOR owns the Property located in the County of El Paso, State of Colorado, at 18310 Midway Ranch Road substantially as described on Exhibit A attached hereto and made a part hereof. LESSOR hereby leases to LESSEE a portion of the Property being described as a forty foot (40') by forty foot (40') parcel containing approximately one thousand six hundred (1600) square feet, together with the non-exclusive right for ingress and egress, seven (7) days a week twenty-four (24) hours a day, on foot or motor vehicle, including trucks, and for the installation and maintenance of utility wires, poles, cables, conduits, and pipes over, under, or along a twelve foot (12') wide right-of-way extending north from LESSEE's leased portion of the Property the nearest public right-of-way, Midway Ranch Road. The LESSEE's leased portion of the Property together with the right-of-way for access and utilities thereto are hereinafter collectively referred to as the "Premises" and are substantially as described in Exhibit B attached hereto and made a part hereof.

In the event any public utility is unable to use the aforementioned right-of-way, the LESSOR hereby agrees to grant an additional right-of-way either to the LESSEE or to the public utility at no cost to the LESSEE. In the event LESSEE is unable to use the aforementioned right-of-way to access LESSEE's leased parcel, LESSEE shall have the non-exclusive right for ingress and egress, seven (7) days a week twenty-four (24) hours a day, on foot or motor vehicle, including trucks, and for the installation and maintenance of utility wires, poles, cables, conduits, and pipes along a twelve foot (12') wide right-of-way extending south from LESSEE's leased portion of the Property to the nearest public right-of-way, Midway Ranch Road.

3. Exhibit B, "Site Plan", of the Agreement is hereby deleted in its entirety and replaced with the new Exhibit B, "Site Plan", attached hereto and made a part of the Agreement by this reference.

4. Exhibit C, "Survey of Property", of the Agreement is hereby deleted in its entirety and replaced with the new Exhibit C, "Survey of Property", attached hereto and made a part of the Agreement by this reference.

5. Any capitalized term that is not specifically defined in this Amendment shall have the meaning set forth in the Agreement.

6. Continued Effect. Except as specifically modified by this Amendment, all of the terms and conditions of the Agreement shall remain in full force and effect. The Parties hereby agree and acknowledge that neither Party is in default of the Agreement as of the date of this Amendment, and that the Agreement is in full force and effect. In the event of a conflict between any term or provision of the Agreement and this Amendment, the terms and provisions of this

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Amendment shall control. In addition, except as otherwise stated in this Amendment, all initially capitalized terms will have the same respective defined meaning stated in the Agreement. All captions are for reference purposes only and shall not be used in the construction or interpretation of this Amendment.

IN WITNESS WHEREOF, the Parties hereto have set their hands and affixed their respective seals the day and year first above written.

LESSOR:

Aldine E. Ward

Name: Aldine E. Ward
Date: _____

William T. Ward III

Name: William T. Ward III
Date: _____

Timothy T. Ward, Sr.

~~Name: [Signature]~~
Date: _____

LESSEE:

Verizon Wireless (VAW) LLC
d/b/a Verizon Wireless

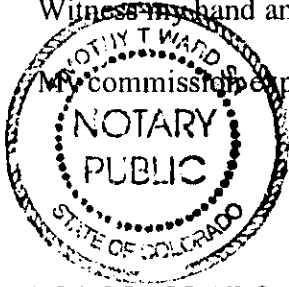
By: [Signature]
Name: Robert F. Swaine
Title: West Area Vice President, Network
Date: 12-1-03

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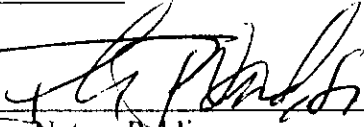
STATE OF COLORADO)
COUNTY OF El Paso) ss.

The foregoing Option and Lease Agreement was acknowledged before me this 11th day of September, 2003, by Aldine E. Ward.

Witness my hand and official seal.



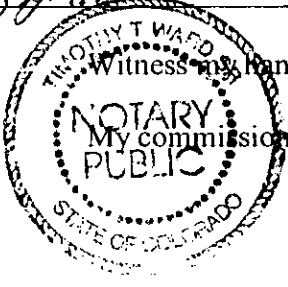
My commission expires:

11/06/06

Notary Public


STATE OF COLORADO)
COUNTY OF El Paso) ss.

The foregoing Option and Lease Agreement was acknowledged before me this 11th day of September, 2003, by William T. Ward III.

Witness my hand and official seal.



My commission expires:

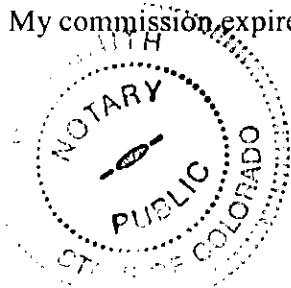
11/06/06

Notary Public

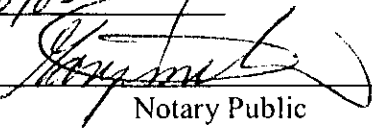
STATE OF COLORADO)
COUNTY OF El Paso) ss.

The foregoing Option and Lease Agreement was acknowledged before me this 11th day of September, 2003, by Timothy T. Ward, Sr.

Witness my hand and official seal.

My commission expires:



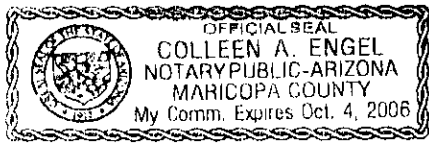
7/10/05

Notary Public

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STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

On this 1st day of November, 2003, before me, the undersigned, a Notary Public in and for the State of Arizona, duly commissioned and sworn, personally appeared Robert F. Swaine to me known to be an authorized representative of Verizon Wireless (VAW) LLC d/b/a Verizon Wireless, the Delaware limited liability company that executed the foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of Verizon Wireless (VAW) LLC d/b/a Verizon Wireless, for the uses and purposes therein mentioned, and on oath stated that he/she is authorized to execute the said instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.



Colleen A. Engel

Print or Type Name: COLLEEN A. ENGEL
Notary Public in and for the State of AZ, residing at
MARICOPA COUNTY
My appointment expires: OCT. 4, 2006

Exhibit A

(Legal Description of the Property)

THAT PART OF THE NORTHWEST 1/4 AND THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF SECTION 15, TOWNSHIP 17 SOUTH, RANGE 65 WEST OF THE 6TH P.M. LYING WESTERLY OF INTERSTATE HIGHWAY 25 AND THAT PART OF THE NORTHERLY 500.0 FEET OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF SAID SECTION 15, LYING WEST OF INTERSTATE HIGHWAY 25, EXCEPTING THEREFROM THAT PART AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 15;
THENCE NORTH 00 DEGREES 20 MINUTES 49 SECONDS EAST 1250.77 FEET;
THENCE SOUTH 88 DEGREES 59 MINUTES 13 SECONDS EAST 2556.76 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF INTERSTATE 25 FOR THE POINT OF BEGINNING;
THENCE SOUTH 20 DEGREES 04 MINUTES 13 SECONDS EAST 400.0 FEET;
THENCE NORTH 88 DEGREES 59 MINUTES 13 SECONDS WEST 550.0 FEET;
THENCE NORTH 00 DEGREES 20 MINUTES 49 SECONDS EAST 400.0 FEET;
THENCE SOUTH 88 DEGREES 59 MINUTES 13 SECONDS EAST 550.0 FEET, MORE OR LESS TO THE POINT OF BEGINNING, SUBJECT TO THE RIGHT OF WAY RECORDED IN BOOK 2659 AT PAGE 15.

ALSO THE FOLLOWING TRACT:

BEGINNING AT THE SOUTHWEST CORNER OF SAID SECTION 15;
THENCE NORTH 00 DEGREES 59 MINUTES 22 SECONDS EAST ALONG THE WEST SECTION LINE 843.09 FEET;
THENCE SOUTH 88 DEGREES 55 MINUTES 45 SECONDS EAST 1250.0 FEET TO THE POINT OF BEGINNING;
THENCE SOUTH 00 DEGREES 59 MINUTES 22 SECONDS WEST 6.0 FEET;
THENCE SOUTH 88 DEGREES 55 MINUTES 45 SECONDS EAST 400.0 FEET;
THENCE NORTH 00 DEGREES 59 MINUTES 22 SECONDS EAST 6.0 FEET;
THENCE NORTH 88 DEGREES 55 MINUTES 45 SECONDS WEST 400.0 FEET TO THE POINT OF BEGINNING AND EXCEPTING THEREFROM A TRACT DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID SECTION 15;
THENCE NORTH 00 DEGREES 59 MINUTES 22 SECONDS EAST ALONG THE WESTERLY SECTION LINE 843.09 FEET;
THENCE SOUTH 88 DEGREES 55 MINUTES 45 SECONDS EAST 1650.0 FEET TO THE POINT OF BEGINNING;
THENCE NORTH 00 DEGREES 59 MINUTES 22 SECONDS EAST 6.0 FEET;
THENCE SOUTH 88 DEGREES 55 MINUTES 45 SECONDS EAST 400.0 FEET, MORE OR LESS TO THE WESTERLY LINE OF TRACT DESCRIBED IN BOOK 2550 AT PAGE 165;
THENCE SOUTHERLY ALONG SAID WESTERLY LINE 6.0 FEET;
THENCE NORTH 88 DEGREES 55 MINUTES 45 SECONDS WEST 400.0 FEET TO THE POINT OF BEGINNING,

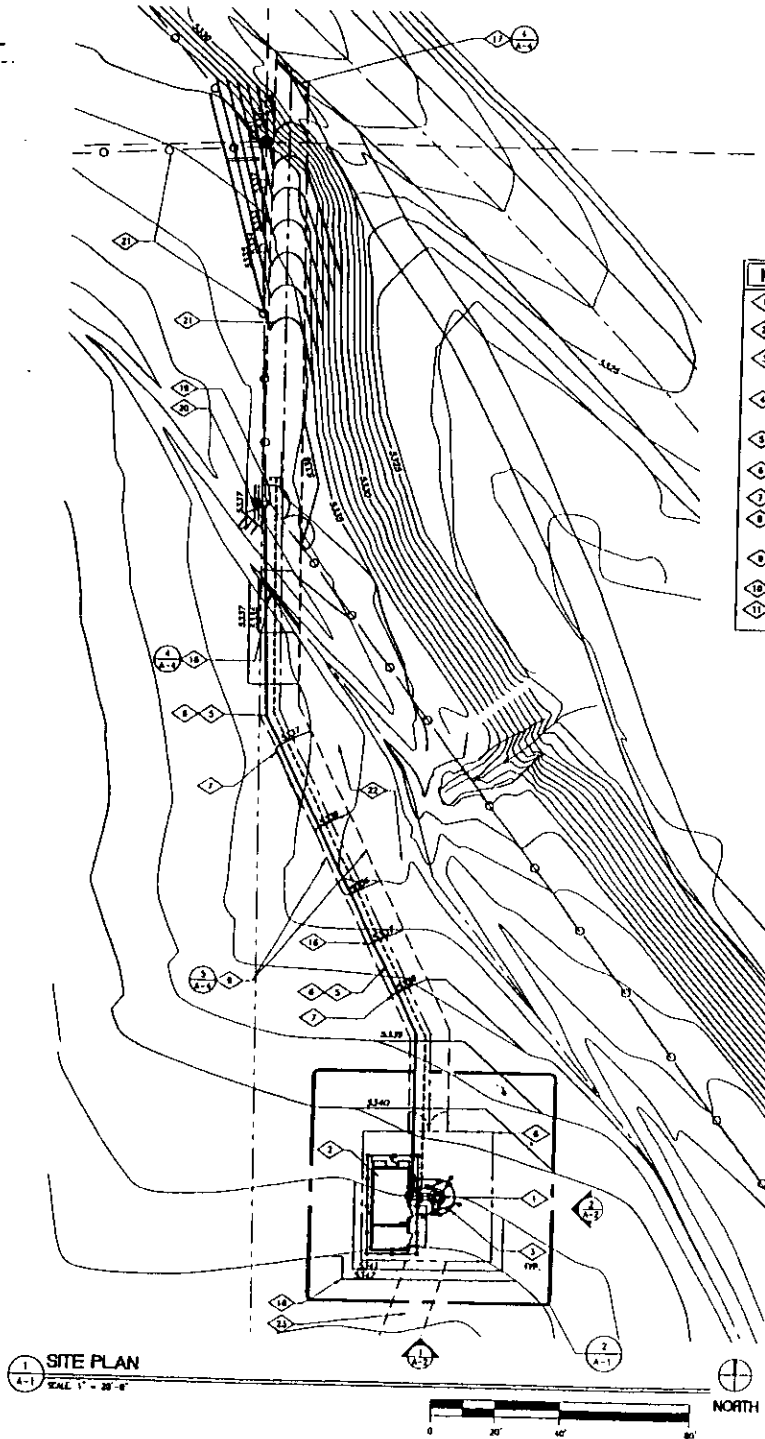
EXCEPT ANY PART OF SAID NORTHERLY 500 FEET OF THE SOUTH 1/2 OF THE SW 1/4 OF SECTION 15 LYING WITHIN THE PROPERTY DESCRIBED IN PARCEL B IN THE DEED RECORDED OCTOBER 12, 1984 IN BOOK 3927 AT PAGE 1247,

A tract of land in that portion of Section 15, Township 17 South, Range 65 West of the 6th P.M., El Paso County, Colorado, more particularly described as follows: Beginning at the Southwest corner of said Section 15, thence North 00 degrees 20 minutes 49 seconds East, 1250.770 feet; thence South 88 degrees 59 minutes 13 seconds East, 2556.761 feet to a point on the Westerly right of way line on Interstate Highway 25; which shall be the point of beginning of the tract to be conveyed herein; thence South 20 degrees 4 minutes 13 seconds East, 400 feet; thence North 88 degrees 59 minutes 13 seconds West, 550 feet; thence North 00 degrees 20 minutes 49 seconds East, 400 feet; thence South 88 degrees 59 minutes 13 seconds East 550 feet more or less to the point of beginning,
County of El Paso,
State of Colorado.

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Exhibit B

(Site Plan)



- LEGEND**
- ⊙ UTIL. POLE
 - GUY WIRE
 - TELE RISER
 - (D) INDICATES DEED INFORMATION BK 2252 PG. 209
 - (M) INDICATES FIELD MEASURED INFORMATION
 - (G) INDICATES GEODETIC BEARING

LATITUDE: 38° 34' 58.23" N
 LONGITUDE: 104° 59' 47.88" W
 COAX LENGTHS: APPROXIMATELY 116'-0"

KEYED NOTES	
1	PROPOSED 80'-0" MONOPOLE (BY OTHERS)
2	PROPOSED VERIZON 11'-8" x 24'-0" EQUIPMENT SHELTER. REFER TO MANUFACTURER'S SPECS AND DETAILS.
3	PROPOSED (8) VERIZON ANTENNAS, (4) PER SECTOR (2) SECTORS MOUNTED TO MONOPOLE WITH ED UNIVERSAL T ARM MOUNTS (ON APPROVED EDUAL) @ 180°, 340° AZIMUTH.
4	PROPOSED COAX ROUTE ALONG PROPOSED ICE BRIDGE FROM PROPOSED VERIZON SHELTER TO NEW MONOPOLE PORT. FIELD VERIFY LOCATION PRIOR TO CONSTRUCTION.
5	PROPOSED U.G. TIE-IN IN PROPOSED 5'-0" UTILITY ROUTE. FIELD VERIFY PRIOR TO CONSTRUCTION.
6	PROPOSED U.G. ELECTRICAL PRIMARY FEEDER IN PROPOSED 5'-0" UTILITY ROUTE. (BY UTILITY CO.)
7	PROPOSED ACCESS GRADING
8	PROPOSED 40'-0" x 40'-0" VERIZON LEASE AREA. PROPOSED LEASE AREA TO INCLUDE 3" OF DRAINAGE AND GEOTEXTILE FABRIC TO EXTEND 1'-0" OUTSIDE OF FENCE LINE.
9	PROPOSED 12'-0" WIDE ACCESS GRADE AND PROMEN GRASS AS DETAIL.
10	PROPOSED SHELTER STUMP
11	PROPOSED (2) 6'-0" W x 8'-0" WOOD CEDAR GATES.
12	PROPOSED 8'-0" HIGH WOOD CEDAR FENCE.
13	PROPOSED MAIN DISCONNECT SWITCH 200A, 14, 120/240V, NEMA 3R
14	PROPOSED UTILITY CO. METER 200A-2P, 5A, FUSED, NEMA 3R
15	PROPOSED OPS ANTENNA MOUNTED ON PROPOSED PREFABRICATED SHELTER.
16	PROPOSED GRADING AT NEW SHELTER FALL CONDITIONS SHOWN WITH CLEAN STRUCTURAL FILL.
17	PROPOSED CULVERT AT MIDWAY RANCH ROAD.
18	PROPOSED CULVERT AT DRAINAGE DITCH AT EXISTING PROPERTY LINE.
19	EXISTING FENCE TO BE REMOVED AND REPLACED WITH (2) NEW 6'-0" DOUBLE SWING ROADWAY GATES. INSTALL PER MANUFACTURER'S SPECIFICATIONS.
20	PROPOSED UTILITY COMPANY POLE W/ TRANSFORMER.
21	EXISTING FENCE TO BE TEMPORARILY REMOVED TO ALLOW FOR GRADING. REPLACE FENCE AFTER GRADING.
22	HYDRO MULCH ALL CUT AREAS WITH NATIVE GRASS. (TEMP)
23	OPTION ACCESS DRIVE.

1 SITE PLAN
 4-1 SCALE 1" = 20'-0"

