

Site: CO-0192 I - Hancock Expressway
Market: Desert Mountain-CO

COMMUNICATIONS SITE LEASE AGREEMENT (GROUND)

This COMMUNICATIONS SITE LEASE AGREEMENT ("Agreement") is dated as of July 14, 2008, by NEXTEL WEST CORP., a Delaware corporation, d/b/a Nextel Communications ("Nextel" or "Tenant") and CONTINENTAL MATERIALS CORPORATION, a Delaware corporation, Owner ("Owner" or "Landlord").

For [REDACTED] paid to Owner, and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **Premises.** Owner owns a parcel of land ("Land") located in the City of Colorado Springs, County of El Paso, State of Colorado, commonly known as 4010 Bradley Road (APN: 6502000117). The Land is more particularly described in Exhibit A annexed hereto. Subject to the provisions of Paragraph 2 below ("Effective Date/Due Diligence Period"), Owner hereby leases to Nextel and Nextel leases from Owner approximately Two Thousand Five Hundred (2,500) square feet of the Land and all access and utility easements necessary or desirable therefor ("Premises"), as may be described generally in Exhibit B annexed hereto.

2. **Effective Date/Due Diligence Period.** This Agreement shall be effective on the date of full execution hereof ("Effective Date"). Beginning on the Effective Date and continuing until the Term Commencement Date as defined in Paragraph 3 below ("Due Diligence Period"), Nextel shall only be permitted to enter the Land for the limited purpose of making appropriate engineering and boundary surveys, inspections, and other reasonably necessary investigations and signal, topographical, geotechnical, structural and environmental tests (collectively, "Investigations and Tests") that Nextel may deem necessary or desirable to determine the physical condition, feasibility and suitability of the Premises. In the event that Nextel determines, during the Due Diligence Period, that the Premises are not appropriate for Nextel's intended use, or if for any other reason, or no reason, Nextel decides not to commence its tenancy of the Premises, then Nextel shall have the right to terminate this Agreement without penalty upon written notice to Owner at any time during the Due Diligence Period and prior to the Term Commencement Date. Owner and Nextel expressly acknowledge and agree that Nextel's access to the Land during this Due Diligence Period shall be solely for the limited purpose of performing the Investigations and Tests, and that Nextel shall not be considered an owner or operator of any portion of the Land, and shall have no ownership or control of any portion of the Land (except as expressly provided in this Paragraph 2), prior to the Term Commencement Date.

3. **Term.** The term of Nextel's tenancy hereunder shall commence upon the start of construction of the Tenant Facilities (as defined in Paragraph 6 below) or eighteen (18) months following the Effective Date, whichever first occurs ("Term Commencement Date") and shall terminate on the fifth anniversary of the Term Commencement Date ("Term") unless otherwise terminated as provided herein. Tenant shall have the right to extend the Term for five (5) successive five (5) year periods ("Renewal Terms") on the same terms and conditions as set forth herein. This Agreement shall automatically be extended for each successive Renewal Term unless Tenant notifies Landlord of its intention not to renew prior to commencement of the succeeding Renewal Term.

4. **Rent.**

(a) Within fifteen (15) business days following the Term Commencement Date and on the first day of each month thereafter, Tenant shall pay to Landlord as rent [REDACTED] per month ("Rent"). Rent for any fractional month at the beginning or at the end of the Term or Renewal Term shall be prorated. Rent shall be payable to Landlord at 200 South Wacker Drive, Suite 4000, Chicago, IL 60606; Attention: Joe Sum. All of Tenant's monetary obligations set forth in this Agreement are conditioned upon Tenant's receipt of an accurate and executed W-9 Form from Landlord.

(b) Rent shall increase on each anniversary of the Term Commencement Date by an amount equal to [REDACTED] of the Rent then in effect for the previous year.

5. **Use.** From and after the Term Commencement Date, the Premises may be used by Tenant for any lawful activity in connection with the provision of communications services, and Tenant shall have the ongoing right to perform such Investigations and Tests as Tenant may deem necessary or desirable. Landlord agrees to cooperate with Tenant, at no out of pocket expense to Landlord,

in making application for and obtaining all licenses, permits and any and all other necessary approvals that may be required for Tenant's intended use of the Premises.

6. Facilities; Utilities; Access.

(a) Tenant has the right to construct, erect, maintain, test, replace, remove, operate and upgrade on the Premises communications facilities, including without limitation an antenna tower or pole and foundation, utility lines, transmission lines, an air conditioned equipment shelter(s), electronic equipment, transmitting and receiving antennas, microwave dishes, antennas and equipment, a power generator and generator pad, and supporting equipment and structures therefor ("Tenant Facilities"). In connection therewith, Tenant has the right to do all work necessary to prepare, maintain and alter the Premises for Tenant's business operations and to install transmission lines connecting the antennas to the transmitters and receivers. All of Tenant's construction and installation work shall be performed at Tenant's sole cost and expense and in a good and workmanlike manner. Tenant shall hold title to the Tenant Facilities and all of the Tenant Facilities shall remain Tenant's personal property and are not fixtures. Tenant has the right to remove the Tenant Facilities at its sole expense on or before the expiration or earlier termination of this Agreement, and Tenant shall repair any damage to the Premises caused by such removal. Upon the expiration or earlier termination of this Agreement, Tenant shall remove the Tenant Facilities from the Land, but is not required to remove any foundation more than one (1) foot below grade level.

(b) Tenant shall pay for the electricity it consumes in its operations at the rate charged by the servicing utility company. Tenant shall have the right to draw electricity and other utilities from the existing utilities on the Land or obtain separate utility service from any utility company that will provide service to the Land. In connection therewith, Landlord hereby grants to the local telephone, power and utility companies (as appropriate) non-exclusive rights to locate, construct, install, operate, maintain, repair, replace, alter, extend, and/or remove cables and lines on, over, under and across a portion of Landlord's Property as necessary or desirable therefor. Landlord agrees to sign such documents or easements, at no cost to Tenant or the utility companies, as may be required by said utility companies to provide such service to the Premises. Any easements necessary for such power or other utilities will be at locations reasonably acceptable to Landlord and the servicing utility company.

(c) Tenant, Tenant's employees, agents and contractors shall have access to the Premises without notice to Landlord twenty-four (24) hours a day, seven (7) days a week, at no charge. Landlord grants to Tenant, and Tenant's agents, employees and contractors, a non-exclusive right and easement for pedestrian and vehicular ingress and egress across the Land, and such right and easement may be described generally in Exhibit B.

(d) Landlord shall maintain all access roadways from the nearest public roadway to the Premises in a manner sufficient to allow pedestrian and vehicular access at all times under normal weather conditions. Landlord shall be responsible for maintaining and repairing such roadways, at its sole expense, except for any damage caused by Tenant's use of such roadways. Notwithstanding the foregoing, Tenant may construct an access road to the Premises ("Access Road"), across the Land as more fully described in Exhibit B, if Tenant reasonably determines such Access Road is necessary for Tenant's ingress to and egress from the Premises. Tenant shall be responsible for maintaining and repairing such Access Road until the expiration or earlier termination of this Agreement, at its sole expense, less reasonable wear and tear or loss by casualty or other causes beyond Tenant's reasonable control. Landlord shall be responsible for any damages to the Access Road caused by use of the Access Road by Landlord, or Landlord's agents, employees, licensees, invitees or contractors, and shall be responsible for maintaining and repairing the Access Road from and after the expiration or earlier termination of this Agreement, which costs shall be Landlord's sole responsibility.

7. Interference.

(a) Tenant shall operate the Tenant Facilities in compliance with all Federal Communications Commission ("FCC") requirements including those prohibiting interference to communications facilities of Landlord or other lessees or licensees of the Land, provided that the installation and operation of any such facilities predate the installation of the Tenant Facilities.

(b) Subsequent to the installation of the Tenant Facilities, Landlord will not, and will not permit its lessees or licensees to, install new equipment on or make any alterations to the Land or property contiguous thereto owned or controlled by Landlord, if such modifications are likely to cause interference with Tenant's operations. In the event interference occurs, Landlord agrees to use

best efforts to eliminate such interference in a reasonable time period. Landlord's failure to comply with this paragraph shall be a material breach of this Agreement.

8. **Taxes.** If personal property taxes are assessed, Tenant shall pay any portion of such taxes directly attributable to the Tenant Facilities. Except as provided immediately below, Landlord shall pay when due all real property taxes, assessments and deferred taxes on the Land. If any increase to Landlord's real property taxes is the direct result of Tenant's improvements on the Premises, then Tenant shall reimburse the Landlord that proportionate share of such tax increase provided that as a condition of Tenant's obligation to pay such tax increases: (i.) Landlord provides to Tenant the documentation from the taxing authority, reasonably acceptable to Tenant, indicating that the increase is due to Tenant's improvements, and (ii.) Landlord files a timely protest with the appropriate taxing authority, and consents to Tenant's intervention and prosecution of the same (the cost of such appeal to be borne by the parties on a pro rata basis). Landlord and Tenant shall cooperate with each other in the protest of any such assessment by (A) providing each other with information regarding the relative valuation of their property, and (B) allowing each other to participate in any proceeding related to the tax protest. Nothing in this paragraph shall be construed as limiting either party's right to contest, appeal or challenge any tax assessment.

9. **Waiver of Landlord's Lien.**

(a) Landlord waives any lien rights it may have concerning the Tenant Facilities, all of which are deemed Tenant's personal property and not fixtures, and Tenant has the right to remove the same at any time without Landlord's consent.

(b) Landlord acknowledges that Tenant has entered into a financing arrangement including promissory notes and financial and security agreements for the financing of the Tenant Facilities ("Collateral") with a third party financing entity (and may in the future enter into additional financing arrangements with other financing entities). In connection therewith, Landlord (i) consents to the installation of the Collateral; (ii) disclaims any interest in the Collateral, as fixtures or otherwise; and (iii) agrees that the Collateral shall be exempt from execution, foreclosure, sale, levy, attachment, or distress for any Rent due or to become due and that such Collateral may be removed at any time without recourse to legal proceedings.

10. **Termination.** This Agreement may be terminated without further liability on thirty (30) days prior written notice as follows: (i) by either party upon a default of any covenant or term hereof by the other party, which default is not cured within sixty (60) days of receipt of written notice of default, except that this Agreement shall not be terminated if the default cannot reasonably be cured within such sixty (60) day period and the defaulting party has commenced to cure the default within such sixty (60) day period and diligently pursues the cure to completion; provided that the grace period for any monetary default is ten (10) days from receipt of written notice; or (ii) by Tenant if it does not obtain or maintain any license, permit or other approval necessary for the construction and operation of the Tenant Facilities; or (iii) by Tenant if Tenant is unable to occupy and utilize the Premises due to an action of the FCC, including without limitation, a take back of channels or change in frequencies; or (iv) by Tenant if any environmental report for the Land reveals the presence of any Hazardous Material after the Term Commencement Date; or (v) by Tenant if Tenant determines that the Premises are not appropriate for its operations for economic or technological reasons, including, without limitation, signal interference; or (vi) by Tenant if the Landlord fails to deliver to Tenant an executed memorandum of agreement or non-disturbance and attornment agreement pursuant to Paragraphs 19(g) and (h) below.

11. **Destruction or Condemnation.** If the Premises or Tenant Facilities are damaged, destroyed, condemned or transferred in lieu of condemnation, Tenant may elect to terminate this Agreement as of the date of the damage, destruction, condemnation or transfer in lieu of condemnation by giving notice to Landlord no more than forty-five (45) days following the date of such damage, destruction, condemnation or transfer in lieu of condemnation. If Tenant chooses not to terminate this Agreement, Rent shall be reduced or abated in proportion to the actual reduction or abatement of use of the Premises. Landlord will not be liable for any condemnation value to Tenant, so long as condemnation is not a result of negligence or willful act or omission of Landlord. This does not limit in any way Tenant's right to seek a separate condemnation award.

12. **Insurance.**

(a) Tenant, at Tenant's sole cost and expense, shall procure and maintain commercial general liability ("CGL") insurance covering bodily injury and property damage with a combined single limit of at least One Million and 00/100 Dollars (\$1,000,000.00) per occurrence. Subject to the standard exclusions and limitations of CGL policies, such insurance shall insure, on an

occurrence basis, against all liability of Tenant, its employees and agents arising out of or in connection with Tenant's use of the Premises, all as provided for herein. Within thirty (30) days following the Effective Date, Tenant shall provide Landlord with a certificate of insurance ("COI") evidencing the coverage required by this Paragraph 12. Alternatively, Tenant shall have the option of providing Landlord with evidence of such coverage electronically by providing to Landlord a Uniform Resource Locator ("URL") link to access Tenant's memorandum of insurance ("MOI") website in order for Landlord to review the coverage required by this Paragraph 12.

(b) Landlord, at Landlord's sole cost and expense, shall procure and maintain CGL insurance covering bodily injury and property damage with a combined single limit of at least One Million and 00/100 Dollars (\$1,000,000.00) per occurrence. Subject to the standard exclusions and limitations of CGL policies, such insurance shall insure, on an occurrence basis, against all liability of Landlord, its employees and agents arising out of or in connection with Landlord's use, occupancy and maintenance of the Land and Landlord's property located thereon. Within thirty (30) days following the Effective Date, Landlord shall provide Tenant with a COI evidencing the coverage required by this Paragraph 12. Alternatively, Landlord shall have the option of providing Tenant with evidence of such coverage electronically by providing to Tenant a URL link to access Landlord's MOI website in order for Tenant to review the coverage required by this Paragraph 12.

(c) Each party shall be named as an additional insured on the other's policy.

13. Waiver of Subrogation. Landlord and Tenant release each other and their respective principals, employees, representatives and agents, from any claims for damage to any person or to the Land or the Premises or to the Tenant Facilities or any other property thereon caused by, or that result from, risks insured against under any insurance policies carried by the parties and in force at the time of any such damage. Landlord and Tenant shall cause each insurance policy obtained by them to provide that the insurance company waives all right of recovery by way of subrogation against the other in connection with any damage covered by any policy. Neither Landlord nor Tenant shall be liable to the other for any damage caused by any of the risks insured against under any insurance policy required by Paragraph 12.

14. Liability and Indemnity. Landlord and Tenant shall each indemnify, defend and hold the other harmless from and against all claims, losses, liabilities, damages, costs, and expenses (including reasonable attorneys' and consultants' fees, costs and expenses) (collectively "Losses") arising from the indemnifying party's breach of any term or condition of this Agreement or from the negligence or willful misconduct of the indemnifying party or its agents, employees or contractors in or about the Land. The duties described in this Paragraph 14 shall apply as of the Effective Date of this Agreement and survive the termination of this Agreement.

15. Assignment and Subletting. Tenant may assign this Agreement, or sublet or license the Premises or any portion thereof, which shall be evidenced by written notice thereof to Landlord within a reasonable period of time thereafter. Upon assignment, Tenant shall be relieved of all future performance, liabilities, and obligations under this Agreement, provided that the assignee assumes all of Tenant's obligations herein. Landlord may assign this Agreement, which assignment may be evidenced by written notice to Tenant within a reasonable period of time thereafter, provided that the assignee assumes all of Landlord's obligations herein, including but not limited to, those set forth in Paragraph 9 ("Waiver of Landlord's Lien") above. This Agreement shall run with the Land and shall be binding upon and inure to the benefit of the parties, their respective successors, personal representatives, heirs and assigns. Notwithstanding anything to the contrary contained in this Agreement, Tenant may assign, mortgage, pledge, hypothecate or otherwise transfer without notice or consent its interest in this Agreement to any financing entity, or agent on behalf of any financing entity to whom Tenant (i) has obligations for borrowed money or in respect of guaranties thereof, (ii) has obligations evidenced by bonds, debentures, notes or similar instruments, or (iii) has obligations under or with respect to letters of credit, bankers acceptances and similar facilities or in respect of guaranties thereof.

16. Warranty of Title and Quiet Enjoyment. Landlord warrants that: (i) Landlord owns the Land in fee simple, has rights of access thereto from the nearest public roadway, which Tenant is legally permitted to use, and the Land and access rights are free and clear of all liens, encumbrances and restrictions except those of record as of the Effective Date; and (ii) Landlord covenants and agrees with Tenant that Tenant may peacefully and quietly enjoy the Premises and such access thereto, provided that Tenant is not in default hereunder after notice and expiration of all cure periods.

17. Repairs. Tenant shall repair any damage to the Premises or Land caused by the negligence or willful misconduct of Tenant. Except as set forth in Paragraph 6(a) above, upon expiration or termination hereof, Tenant shall repair the Premises to substantially the

condition in which it existed upon start of construction, reasonable wear and tear and loss by casualty or other causes beyond Tenant's reasonable control excepted.

18. Hazardous Material.

(a) As of the Effective Date of this Agreement: (1) Tenant hereby represents and warrants that it shall not use, generate, handle, store or dispose of any Hazardous Material in, on, under, upon or affecting the Land in violation of any Environmental Law (as defined below), and (2) Landlord hereby represents and warrants that (i) it has no knowledge of the presence of any Hazardous Material located in, on, under, upon or affecting the Land in violation of any Environmental Law; (ii) no notice has been received by or on behalf of Landlord from, and Landlord has no knowledge that notice has been given to any predecessor owner or operator of the Land by, any governmental entity or any person or entity claiming any violation of, or requiring compliance with any Environmental Law for any environmental damage (or the presence of any Hazardous Material) in, on, under, upon or affecting the Land; and (iii) it will not permit itself or any third party to use, generate, handle, store or dispose of any Hazardous Material in, on, under, upon, or affecting the Land in violation of any Environmental Law.

(b) Without limiting Paragraph 14, Landlord and Tenant shall each indemnify, defend and hold the other harmless from and against all Losses (specifically including, without limitation, attorneys', engineers', consultants' and experts' fees, costs and expenses) arising from (i) any breach of any representation or warranty made in this Paragraph 18 by such party; and/or (ii) environmental conditions or noncompliance with any Environmental Law (as defined below) that result, in the case of Tenant, from operations in or about the Land by Tenant or Tenant's agents, employees or contractors, and in the case of Landlord, from the ownership or control of, or operations in or about, the Land by Landlord or Landlord's predecessors in interest, and their respective agents, employees, contractors, tenants, guests or other parties. The provisions of this Paragraph 18 shall apply as of the Effective Date of this Agreement and survive termination of this Agreement.

(c) "Hazardous Material" means any solid, gaseous or liquid wastes (including hazardous wastes), regulated substances, pollutants or contaminants or terms of similar import, as such terms are defined in any Environmental Law, and shall include, without limitation, any petroleum or petroleum products or by-products, flammable explosives, radioactive materials, asbestos in any form, polychlorinated biphenyls and any other substance or material which constitutes a threat to health, safety, property or the environment or which has been or is in the future determined by any governmental entity to be prohibited, limited or regulated by any Environmental Law.

(d) "Environmental Law" means any and all present or future federal, state or local laws, rules, regulations, codes, ordinances, or by-laws, and any judicial or administrative interpretations thereof, including orders, decrees, judgments, rulings, directives or notices of violation, that create duties, obligations or liabilities with respect to: (i) human health; or (ii) environmental pollution, impairment or disruption, including, without limitation, laws governing the existence, use, storage, treatment, discharge, release, containment, transportation, generation, manufacture, refinement, handling, production, disposal, or management of any Hazardous Material, or otherwise regulating or providing for the protection of the environment.

19. Miscellaneous.

(a) This Agreement constitutes the entire agreement and understanding between the parties, and supersedes all offers, negotiations and other agreements concerning the subject matter contained herein. Any amendments to this Agreement must be in writing and executed by both parties.

(b) Both parties represent and warrant that their use of the Land and their real and personal property located thereon is in compliance with all applicable, valid and enforceable statutes, laws, ordinances and regulations of any competent government authority.

(c) If any provision of this Agreement is invalid or unenforceable with respect to any party, the remainder of this Agreement or the application of such provision to persons other than those as to whom it is held invalid or unenforceable, shall not be affected and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

(d) This Agreement shall be binding on and inure to the benefit of the successors and permitted assignees of the respective parties.

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

Landlord:

CONTINENTAL MATERIALS CORPORATION
200 South Wacker Drive, Suite 4000
Chicago, IL 60606
Attn: Joe Sum
Phone: (312) 541-7222

With a copy to:

Transit Mix Concrete
444 East Costilla
Colorado Springs, CO 80903
Attn: Gerald Hermans
Phone: (719) 475-0700

Tenant:

NEXTEL WEST CORP.
1255 Treat Boulevard, Suite 800
Walnut Creek, CA 94597
Attn: Property Services
Phone: 800.275.9084

With a copy to:

Nextel Communications, Inc.
2001 Edmund Halley Drive
Reston, VA 20191-3436
Attn: Contracts Manager - Legal

Landlord or Tenant may from time to time designate any other address for this purpose by written notice to the other party. All notices hereunder shall be deemed received upon actual receipt or refusal to accept delivery.

(f) This Agreement shall be governed by the laws of the State of Colorado.

(g) Landlord agrees to execute and deliver to Tenant a Memorandum of Agreement in the form annexed hereto as Exhibit C and acknowledges that such Memorandum of Agreement will be recorded by Tenant in the official records of the County where the Land is located.

(h) In the event the Land is encumbered by a mortgage or deed of trust, Landlord agrees to obtain and deliver to Tenant an executed and acknowledged non-disturbance and attornment instrument for each such mortgage or deed of trust in a recordable form reasonably acceptable to both parties.

(i) Landlord agrees to fully cooperate with Tenant (including obtaining and/or executing necessary documentation) to clear any outstanding title issues that could adversely affect Tenant's interest in the Premises created by this Agreement.

(j) In any case where the approval or consent of one party hereto is required, requested or otherwise to be given under this Agreement, such party shall not unreasonably delay or withhold its approval or consent.

(k) Each of the parties hereto represent and warrant that they have the right, power, legal capacity and authority to enter into and perform their respective obligations under this Agreement.

(l) Both parties took part in the negotiation of this Agreement and agree that legal concepts intended to construe the Agreement against the drafter will not apply against either party.

(m) In the event of any breach or default by either party, the other party shall be entitled to all rights and remedies provided for in this Agreement and/or available at law, in equity, by statute or otherwise, all of which rights and remedies shall be cumulative (and not exclusive).

(n) The captions and headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provision of this Agreement.

(o) All Recitals set forth above, and all Riders and Exhibits annexed hereto, form material parts of this Agreement and are hereby incorporated herein by this reference.

(p) This Agreement may be executed in duplicate counterparts, each of which shall be deemed an original.

20. **Supplier Diversity.** Nextel is committed to equal employment and vendor diversity. As part of this commitment, it is the policy of Nextel that small business concerns, veteran-owned small business concerns, HUBZone small business concerns, women-owned small business concerns, small disadvantaged business concerns (including 8(a) business concerns) and historically black colleges and universities and minority institutions ("Diverse Suppliers," as further defined below) shall have the maximum practicable opportunity to participate in performance of contracting between Nextel and its vendors. The term "Diverse Supplier(s)" shall mean and be defined as set forth in Federal Acquisition Regulation Part 19 and 13 C.F.R. Part 121. In addition, "Historically black colleges and universities," as included in the definition of "Diverse Suppliers" for purposes of this Agreement, shall mean and include institutions determined by the Secretary of Education to meet the requirements of 34 C.F.R. Section 608.2; any nonprofit research institution that was an integral part of such a college or university before November 14, 1986; and "Minority institutions," as included in the definition of "Diverse Suppliers" for purposes of this Agreement, shall mean institutions meeting the requirements of Section 1046(3) of the Higher Education Act of 1965 (20 U.S.C. §1135d-5(3)); and also Hispanic-serving institutions as defined in Section 316(b)(1) of such Act (20 U.S.C. §1059c(b)(1)). Landlord shall confirm in the space below whether or not Landlord reasonably believes it qualifies as a Diverse Supplier.

SIGNATURES ON FOLLOWING PAGE

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date of the last signature below.

LANDLORD:

CONTINENTAL MATERIALS CORPORATION,
a Delaware corporation, Owner

By: _____

Name: Joseph J. Sum

Title: Vice President

Date: JULY 8, 2005

Tax I.D.: 36-2274391

Diverse Supplier: ☐ Yes ☒ No

TENANT:

NEXTEL WEST CORP.,
a Delaware corporation, d/b/a Nextel Communications

By: _____

Name: Alan Woydziak

Title: Director, Site Development

Date: July 14, 2005

STATE OF ILLINOIS

COUNTY OF COOK

On JULY 8, 2005, before me, ANNEMARIE NUSEKABEL Notary Public, personally appeared Joseph J. Sum, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacity, and that by their signature on the instrument, the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Annemarie B. Nusekabel (SEAL)
Notary Public



My commission expires: 8-22-08

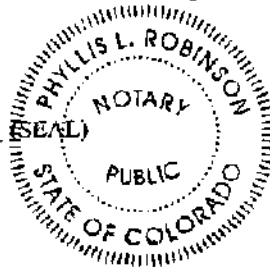
STATE OF COLORADO

COUNTY OF DOUGLAS

On 7/14/05, before me, PHYLLIS L. ROBINSON, Notary Public, personally appeared Alan Woydziak, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacity, and that by their signature on the instrument, the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Phyllis L. Robinson
Notary Public



My commission expires: 9/25/05

EXHIBIT A

DESCRIPTION OF LAND

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to the Agreement dated July 14, 2005, by and between CONTINENTAL MATERIALS CORPORATION, a Delaware corporation, Owner, as Landlord, and NEXTEL WEST CORP., a Delaware corporation, d/b/a Nextel Communications, as Tenant.

The Land is described and/or depicted as follows (metes and bounds description):

APN: 6502000117

A WRITTEN DESCRIPTION OF THE LAND WILL BE PRESENTED HERE OR ATTACHED HERETO

PARCEL I:

THE NORTH ONE-HALF OF THE NORTHEAST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER OF SECTION 2, TOWNSHIP 15 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, EXCEPT THAT PART OF THE NORTHERLY 30 FEET THEREOF LYING WITHIN A PUBLIC ROAD, ALSO KNOWN AS VACANT LAND, WITH ALL ITS APPURTENANCES, COUNTY OF EL PASO, STATE OF COLORADO

PARCEL II:

THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER AND THAT PART OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER LYING SOUTHERLY FROM THE EMBANKMENT ALONG MAIN CANAL OF THE FOUNTAIN VALLERY LAND AND IRRIGATION COMPANY AS EXISTING ON JULY 5, 1919 (20 FEET ALONG SAID EMBANKMENT BEING RESERVED FOR ROAD) ALL IN SECTION 2, TOWNSHIP 15 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF EL PASO, STATE OF COLORADO

PARCEL III:

A PART OF SECTION 3, TOWNSHIP 15 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF EL PASO, STATE OF COLORADO, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTH LINE AND 1815.88 FEET WEST OF THE NORTHEAST CORNER OF THE SOUTH ONE-HALF OF THE NORTHEAST ONE-QUARTER OF SAID SECTION 3;
THENCE SOUTH 43°14'53" EAST, A DISTANCE OF 2281.17 FEET TO THE WESTERLY LINE OF COLORADO STATE HIGHWAY NO. 83;
THENCE SOUTH 39°25'03" WEST, AND ALONG THE WESTERLY LINE A DISTANCE OF 235.4 FEET TO A POINT OF CURVE;
THENCE ALONG SAID WESTERLY LINE ON A CURVE TO THE LEFT HAVING A RADIUS OF 239.98 FEET AND A CENTRAL ANGLE OF 39°05'00". AN ARC DISTANCE OF 163.7 FEET TO A POINT OF TANGENT;
THENCE SOUTH 00°20'03" WEST, AND ALONG SAID WESTERLY LINE AND ALONG SAID TANGENT A DISTANCE OF 571.1 FEET;
THENCE SOUTH 36°55'41" WEST, AND ALONG SAID WESTERLY LINE A DISTANCE OF 62.73 FEET TO THE NORTH RIGHT OF WAY OF BRADLEY ROAD;
THENCE NORTH 89°46'18" WEST, AND ALONG SAID NORTH LINE A DISTANCE OF 497.53 FEET TO THE EASTERLY RIGHT OF WAY LINE OF ATCHISON, TOPEKA, AND SANTA FE RAILROAD;
THENCE NORTH 36°19'33" WEST AND ALONG SAID EASTERLY LINE A DISTANCE OF 3,015.89 FEET;
THENCE NORTH 53°40'27" EAST AND ALONG SAID EASTERLY LINE A DISTANCE OF 25.00 FEET;
THENCE NORTH 36°19'33" WEST AND ALONG SAID EASTERLY LINE A DISTANCE OF 210.26 FEET TO THE NORTH LINE OF THE SOUTH ONE-HALF OF THE NORTHWEST ONE-QUARTER OF SAID SECTION 3;
THENCE SOUTH 89°58'07" EAST AND ALONG SAID NORTH LINE A DISTANCE OF 1070.62 FEET TO THE POINT OF BEGINNING;

INITIALS
<i>[Signature]</i>

EXHIBIT A

DESCRIPTION OF LAND

(page 2 of 3)

ALSO A PART OF THE SOUTHWEST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER OF THE SOUTHWEST ONE-QUARTER OF SECTION 2, TOWNSHIP 15 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF EL PASO, STATE OF COLORADO DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EAST LINE AND 30.00 FEET NORTH OF THE SOUTHEAST CORNER OF SAID SOUTHWEST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER OF THE SOUTHWEST ONE-QUARTER;
THENCE NORTH 00°35'41" WEST ALONG SAID EAST LINE A DISTANCE OF 538.12 FEET;
THENCE NORTH 45°3'41" WEST A DISTANCE OF 132.94 FEET TO THE NORTH LINE OF SAID SOUTHWEST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER OF THE SOUTHWEST ONE-QUARTER;
THENCE SOUTH 89°27'08" WEST AND ALONG SAID NORTH LINE A DISTANCE OF 85.74 FEET TO THE EASTERLY LINE OF COLORADO STATE HIGHWAY NO. 83;
THENCE ALONG SAID EASTERLY LINE ON A CURVE TO THE RIGHT HAVING A CHORD BEARING SOUTH 10°14'54" EAST AND A RADIUS OF 310.03 FEET, A CENTRAL ANGLE OF 00°20'53", AND ARC DISTANCE OF 1.88 FEET TO A POINT OF COMPOUND CURVE;
THENCE ALONG SAID EASTERLY LINE ON A CURVE TO THE RIGHT HAVING A RADIUS OF 309.77 FEET AND A CENTRAL ANGLE OF 15°20'00", AN ARC DISTANCE OF 82.9 FEET;
THENCE SOUTH 31°57'33" WEST AND ALONG SAID EASTERLY LINE A DISTANCE OF 555.6 FEET; THENCE SOUTH 36°24'57" EAST AND ALONG SAID EASTERLY LINE A DISTANCE OF 99.56 FEET TO THE NORTH RIGHT OF WAY LINE OF BRADLEY ROAD;
THENCE NORTH 89°21'57" EAST AND ALONG SAID NORTH LINE A DISTANCE OF 417.51 FEET TO THE POINT OF BEGINNING, EXCEPTING THEREFROM THE FOLLOWING PROPERTY, TO WIT:
COMMENCING AT THE POINT OF INTERSECTION OF THE NORTHERLY RIGHT OF WAY LINE OF BRADLEY ROAD WITH THE NORTHEASTERLY RIGHT OF WAY LINE OF THE AT & SF RAILROAD;
THENCE NORTHWESTERLY ON SAID RAILROAD RIGHT-OF-WAY, A DISTANCE OF 445.84 FEET TO THE POINT OF BEGINNING;
THENCE CONTINUE NORTHWESTERLY ON SAID RIGHT-OF-WAY LINE A DISTANCE OF 800.00 FEET;
THENCE ANGLE RIGHT 90°00'00" NORTHEASTERLY, A DISTANCE OF 300.00 FEET;
THENCE ANGLE RIGHT 90°00'00" SOUTHEASTERLY A DISTANCE OF 800.00 FEET;
THENCE ANGLE RIGHT 90°00'00" SOUTHWESTERLY TO THE POINT OF BEGINNING,
COUNTY OF EL PASO, STATE OF COLORADO

PARCEL IV

PART OF THE SE¼ OF THE NORTHWEST¼ AND OF THE NORTH ¼ OF THE NORTHEAST¼ OF THE SOUTHWEST ¼ OF SECTION 2 IN TOWNSHIP 15 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF THE NORTH ¼ OF THE NORTHEAST ¼ OF THE SOUTHWEST ¼ OF THE SAID SECTION 2;
THENCE WEST ALONG THE SOUTH LINE OF THE NORTH ¼ OF THE NORTHEAST ¼ OF THE SOUTHWEST ¼ OF SAID SECTION 2 TO THE SOUTHWEST CORNER OF THE NORTH ¼ OF THE NORTHEAST ¼ OF THE SOUTHWEST ¼ OF THE SAID SECTION 2;
THENCE NORTH ALONG THE WEST LINE OF THE EAST ¼ OF THE SOUTHWEST ¼ AND THE WEST LINE OF THE EAST ¼ OF THE NORTHWEST ¼ OF SAID SECTION 2 A DISTANCE OF 1238.2 FEET;
THENCE NORTH 83°11' EAST 887.6 FEET;
THENCE NORTH 75°03' EAST 275 FEET;
THENCE NORTH 41°24' EAST 56 FEET;

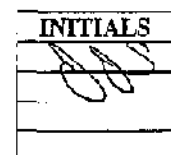
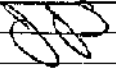


EXHIBIT A

DESCRIPTION OF LAND

(page ~~2~~₃ of 3)

THENCE SOUTH 00°29' WEST 995 FEET;
THENCE SOUTH 25°41' EAST 351.1 FEET TO THE INTERSECTION WITH THE EAST LINE OF THE NORTH
¼ OF THE NORTHEAST¼ OF THE SOUTHWEST ¼ OF SAID SECTION 2;
THENCE SOUTH ALONG THE EAST LINE OF THE NORTH ¼ OF THE NORTHEAST ¼ OF THE
SOUTHWEST ¼ OF THE SAID SECTION 2 A DISTANCE OF 167.2 FEET TO THE PLACE OF BEGINNING;
EXCEPT THAT PORTION OF SAID TRACT LYING NORTH OF THE MAIN CANAL OF THE FOUNTAIN
MUTUAL IRRIGATION COMPANY, SUCCESSOR TO THE FOUNTAIN VALLEY LAND AND IRRIGATION
COMPANY,
COUNTY OF EL PASO, STATE OF COLORADO

INITIALS


Drawn by: Perry Carroll
Date: April 5, 2005
Address: 4010 Bradley Road
Colorado Springs, CO 80911
APN: 6502000117

EXHIBIT B

Market: DMA
SITE #: CO-0182 I
SITE Name: Hancock Expressway

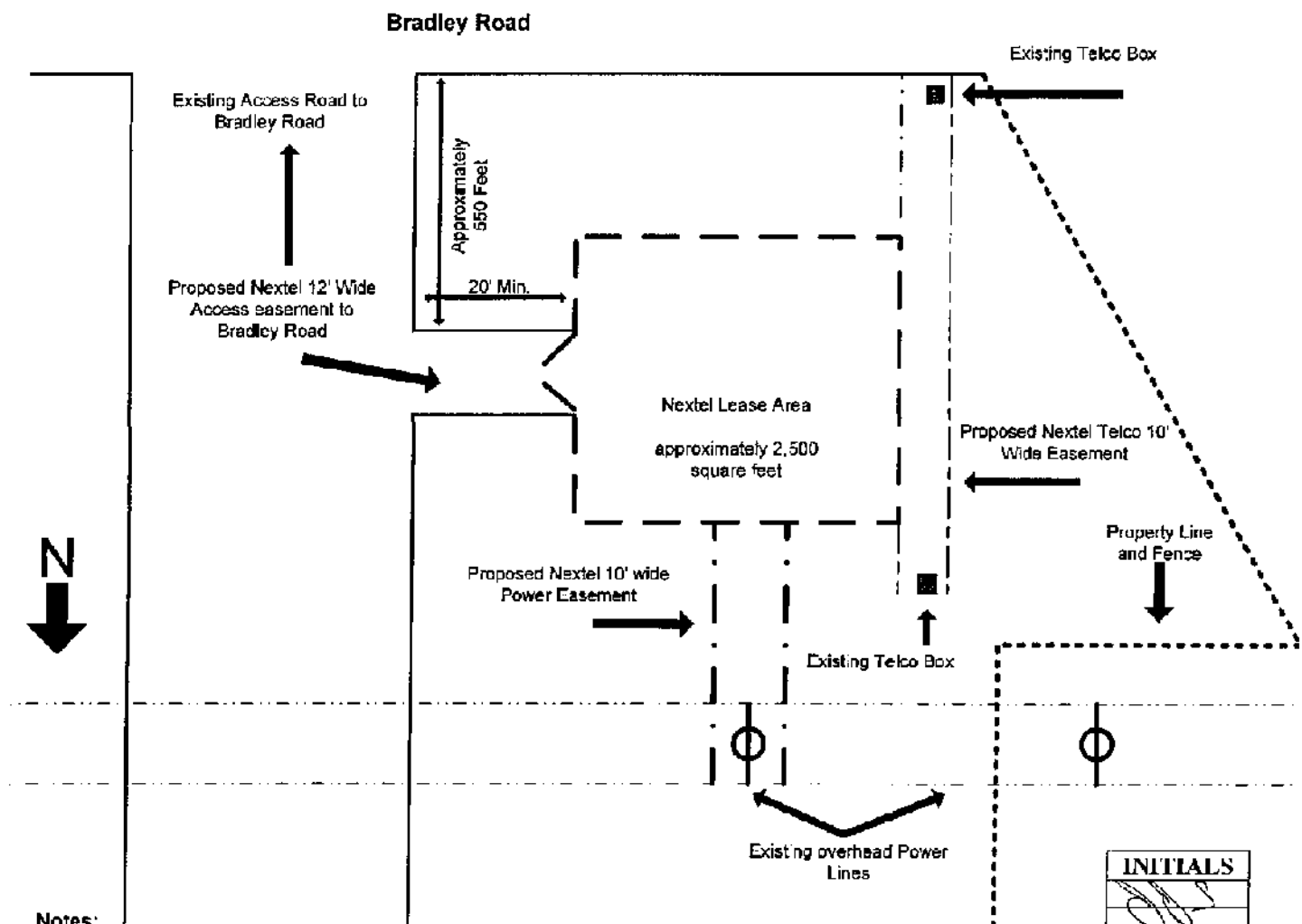
Drawing Not to Scale

DESCRIPTION OF PREMISES

to the Agreement dated July 14, 2005, by and between CONTINENTAL MATERIALS CORPORATION, a Delaware corporation, Owner, as Landlord and NEXTEL WEST CORP., a Delaware corporation, d/b/a Nextel Communications, as Tenant.

The Premises are described and/or depicted as follows:

A DRAWING OF THE PREMISES WILL BE PRESENTED HERE OR ATTACHED HERETO



Notes:

1. Tenant may replace this Exhibit with a survey of the Premises once Tenant receives it.
2. The Premises shall be setback from the Property's boundaries as required by the applicable governmental authorities.
3. The access road's width will be the width required by the applicable governmental authorities, including police and fire departments.
4. Without in any way limiting Paragraph 6 (or Tenant's right to make future changes), Tenant intends to initially install up to twelve (12) antennas, fifteen (15) coaxial cables, one (1) TTA per sector and three (3) GPS signal units and connections. The type, number, mounting positions and locations of antennas and transmission lines are illustrative only. The actual types, numbers, mounting positions and locations may vary from what is shown above.
5. The location of any utility easement is illustrative only. The actual location will be determined by the servicing utility company in compliance with all local laws and regulations.

INITIALS
[Signature]

EXHIBIT C

to the Agreement dated July 14, 2005, by and between CONTINENTAL MATERIALS CORPORATION, a Delaware corporation, Owner, as Landlord, and NEXTEL WEST CORP., a Delaware corporation, d/b/a Nextel Communications, as Tenant.

**RECORDED AT REQUEST OF, AND
WHEN RECORDED RETURN TO:**

Nextel West Corp.
1255 Treat Boulevard, Suite 800
Walnut Creek, CA 94597
Attn: Property Services

**MEMORANDUM OF AGREEMENT
CO-0192 I / Hancock Expressway
APN: 6502000117**

This MEMORANDUM OF AGREEMENT is entered into on _____, 200____, by CONTINENTAL MATERIALS CORPORATION, a Delaware corporation, Owner, with an address at 4010 Bradley Road, Colorado Springs, CO, 80911 (hereinafter referred to as "Owner" or "Landlord") and NEXTEL WEST CORP., a Delaware corporation, d/b/a Nextel Communications, with an office at 333 Inverness Drive South, Englewood, Colorado 80112 (hereinafter referred to as "Nextel" or "Tenant").

1. Landlord and Nextel entered into a Communications Site Lease Agreement ("Agreement") dated as of _____, 200____, effective upon full execution of the parties ("Effective Date") for the purpose of Nextel undertaking certain Investigations and Tests and, upon finding the Land appropriate, for the purpose of installing, operating and maintaining a communications facility and other improvements. All of the foregoing is set forth in the Agreement.

2. The term of Nextel's tenancy under the Agreement is for five (5) years commencing on the start of construction of the Tenant Facilities or eighteen (18) months following the Effective Date, whichever first occurs ("Term Commencement Date"), and terminating on the fifth anniversary of the Term Commencement Date with five (5) successive five (5) year options to renew.

3. The Land that is the subject of the Agreement is described in Exhibit A annexed hereto. The portion of the Land being leased to Tenant and all necessary access and utility easements (the "Premises") are set forth in the Agreement.

In witness whereof, the parties have executed this Memorandum of Agreement as of the day and year first written above.

LANDLORD:

CONTINENTAL MATERIALS CORPORATION,
a Delaware corporation,
Owner

By: EXHIBIT ONLY - DO NOT EXECUTE

Name: Joseph J. Sum 

Title: Vice President

Date: JULY 8, 2005

TENANT:

NEXTEL WEST CORP.,
a Delaware corporation,
d/b/a Nextel Communications

By: EXHIBIT ONLY - DO NOT EXECUTE

Name: Alan Woydziak

Title: Director, Site Development

Date: _____



STATE OF _____

COUNTY OF _____

On _____, before me, _____, Notary Public, personally appeared **Joseph J. Sum**, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacity, and that by their signature on the instrument, the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Notary Public (SEAL)

My commission expires: _____

STATE OF COLORADO

COUNTY OF DOUGLAS

On _____, before me, _____, Notary Public, personally appeared **Alan Woydziak**, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacity, and that by their signature on the instrument, the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Notary Public (SEAL)

My commission expires: _____

**RECORDED AT REQUEST OF, AND
WHEN RECORDED RETURN TO:**
Nextel West Corp.
1255 Treat Boulevard, Suite 800
Walnut Creek, CA 94597
Attn: Property Services

**MEMORANDUM OF AGREEMENT
CO-0192 I / Hancock Expressway
APN: 6502000117**

This MEMORANDUM OF AGREEMENT is entered into on July 14, 2005, by CONTINENTAL MATERIALS CORPORATION, a Delaware corporation, Owner, with an address at 4010 Bradley Road, Colorado Springs, CO, 80911 (hereinafter referred to as "Owner" or "Landlord") and NEXTEL WEST CORP., a Delaware corporation, d/b/a Nextel Communications, with an office at 333 Inverness Drive South, Englewood, Colorado 80112 (hereinafter referred to as "Nextel" or "Tenant").

Landlord and Nextel entered into a Communications Site Lease Agreement ("Agreement") dated as of July 14, 2005, effective upon full execution of the parties ("Effective Date") for the purpose of Nextel undertaking certain Investigations and Tests and, upon finding the Land appropriate, for the purpose of installing, operating and maintaining a communications facility and other improvements. All of the foregoing is set forth in the Agreement.

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3. The Land that is the subject of the Agreement is described in Exhibit A annexed hereto. The portion of the Land being leased to Tenant and all necessary access and utility easements (the "Premises") are set forth in the Agreement.

In witness whereof, the parties have executed this Memorandum of Agreement as of the day and year first written above.

LANDLORD:

CONTINENTAL MATERIALS CORPORATION,
a Delaware corporation,
Owner

By: Joseph J. Sum

Name: Joseph J. Sum

Title: Vice President

Date: JULY 8, 2005

TENANT:

NEXTEL WEST CORP.,
a Delaware corporation,
d/b/a Nextel Communications

By: Alan Woydziak

Name: Alan Woydziak

Title: Director, Site Development

Date: July 14, 2005

STATE OF ILLINOIS

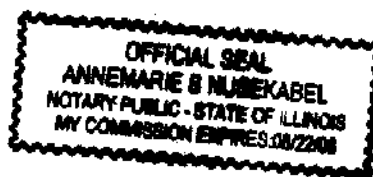
COUNTY OF COCK

On JULY 8, 2005, before me, ANNEMARIE NUSEKABEL Notary Public, personally appeared Joseph J. Sum, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacity, and that by their signature on the instrument, the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Annemarie B. Nusekabel (SEAL)
Notary Public

My commission expires: _____



STATE OF COLORADO

COUNTY OF DOUGLAS

On 7/14/05, before me, PHYLLIS L. ROBINSON, Notary Public, personally appeared Alan Wovdzial, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacity, and that by their signature on the instrument, the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Phyllis L. Robinson
Notary Public

My commission expires: 9/25/05

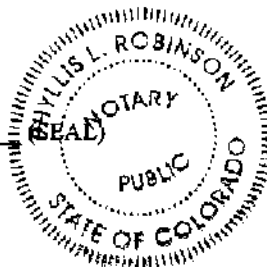


EXHIBIT A

DESCRIPTION OF LAND

(page 1 of 3)

to the Agreement dated July 14, 2005, by and between CONTINENTAL MATERIALS CORPORATION, a Delaware corporation, Owner, as Landlord, and NEXTEL WEST CORP., a Delaware corporation, d/b/a Nextel Communications, as Tenant.

The Land is described and/or depicted as follows (metes and bounds description):

APN: 6502000117

A WRITTEN DESCRIPTION OF THE LAND WILL BE PRESENTED HERE OR ATTACHED HERETO

PARCEL I:

THE NORTH ONE-HALF OF THE NORTHEAST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER OF SECTION 2, TOWNSHIP 15 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, EXCEPT THAT PART OF THE NORTHERLY 30 FEET THEREOF LYING WITHIN A PUBLIC ROAD, ALSO KNOWN AS VACANT LAND, WITH ALL ITS APPURTENANCES, COUNTY OF EL PASO, STATE OF COLORADO

PARCEL II:

THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER AND THAT PART OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER LYING SOUTHERLY FROM THE EMBANKMENT ALONG MAIN CANAL OF THE FOUNTAIN VALLERY LAND AND IRRIGATION COMPANY AS EXISTING ON JULY 5, 1919 (20 FEET ALONG SAID EMBANKMENT BEING RESERVED FOR ROAD) ALL IN SECTION 2, TOWNSHIP 15 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF EL PASO, STATE OF COLORADO

PARCEL III:

A PART OF SECTION 3, TOWNSHIP 15 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF EL PASO, STATE OF COLORADO, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTH LINE AND 18' 5.88 FEET WEST OF THE NORTHEAST CORNER OF THE SOUTH ONE-HALF OF THE NORTHEAST ONE-QUARTER OF SAID SECTION 3;
THENCE SOUTH 43°14'53" EAST, A DISTANCE OF 2281.17 FEET TO THE WESTERLY LINE OF COLORADO STATE HIGHWAY NO. 83;
THENCE SOUTH 39°25'03" WEST, AND ALONG THE WESTERLY LINE A DISTANCE OF 235.4 FEET TO A POINT OF CURVE;
THENCE ALONG SAID WESTERLY LINE ON A CURVE TO THE LEFT HAVING A RADIUS OF 239.98 FEET AND A CENTRAL ANGLE OF 39°05'00", AN ARC DISTANCE OF 183.7 FEET TO A POINT OF TANGENT;
THENCE SOUTH 00°20'03" WEST, AND ALONG SAID WESTERLY LINE AND ALONG SAID TANGENT A DISTANCE OF 571.1 FEET;
THENCE SOUTH 36°55'41" WEST, AND ALONG SAID WESTERLY LINE A DISTANCE OF 62.73 FEET TO THE NORTH RIGHT OF WAY OF BRADLEY ROAD;
THENCE NORTH 89°46'18" WEST, AND ALONG SAID NORTH LINE A DISTANCE OF 497.53 FEET TO THE EASTERLY RIGHT OF WAY LINE OF ATCHISON, TOPEKA, AND SANTA FE RAILROAD;
THENCE NORTH 36°19'33" WEST AND ALONG SAID EASTERLY LINE A DISTANCE OF 3,015.89 FEET;
THENCE NORTH 53°40'27" EAST AND ALONG SAID EASTERLY LINE A DISTANCE OF 25.00 FEET,
THENCE NORTH 36°19'33" WEST AND ALONG SAID EASTERLY LINE A DISTANCE OF 210.26 FEET TO THE NORTH LINE OF THE SOUTH ONE-HALF OF THE NORTHWEST ONE-QUARTER OF SAID SECTION 3;
THENCE SOUTH 99°59'07" EAST AND ALONG SAID NORTH LINE A DISTANCE OF 1070.62 FEET TO THE POINT OF BEGINNING;

STANDARD GROUND LEASE

PAGE 10

Revised 10/15/2004

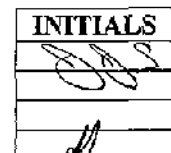


EXHIBIT A

DESCRIPTION OF LAND

(page 2 of 3)

ALSO A PART OF THE SOUTHWEST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER OF THE SOUTHWEST ONE-QUARTER OF SECTION 2, TOWNSHIP 15 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF EL PASO, STATE OF COLORADO DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EAST LINE AND 30.00 FEET NORTH OF THE SOUTHEAST CORNER OF SAID SOUTHWEST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER OF THE SOUTHWEST ONE-QUARTER;
THENCE NORTH $00^{\circ}35'41''$ WEST ALONG SAID EAST LINE A DISTANCE OF 538.12 FEET;
THENCE NORTH $45^{\circ}3'41''$ WEST A DISTANCE OF 132.94 FEET TO THE NORTH LINE OF SAID SOUTHWEST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER OF THE SOUTHWEST ONE-QUARTER;
THENCE SOUTH $89^{\circ}27'08''$ WEST AND ALONG SAID NORTH LINE A DISTANCE OF 85.74 FEET TO THE EASTERLY LINE OF COLORADO STATE HIGHWAY NO. 83;
THENCE ALONG SAID EASTERLY LINE ON A CURVE TO THE RIGHT HAVING A CHORD BEARING SOUTH $10^{\circ}14'54''$ EAST AND A RADIUS OF 310.03 FEET, A CENTRAL ANGLE OF $00^{\circ}20'53''$, AND ARC DISTANCE OF 1.88 FEET TO A POINT OF COMPOUND CURVE;
THENCE ALONG SAID EASTERLY LINE ON A CURVE TO THE RIGHT HAVING A RADIUS OF 309.77 FEET AND A CENTRAL ANGLE OF $15^{\circ}20'00''$, AN ARC DISTANCE OF 82.9 FEET;
THENCE SOUTH $31^{\circ}57'33''$ WEST AND ALONG SAID EASTERLY LINE A DISTANCE OF 555.6 FEET; THENCE SOUTH $35^{\circ}24'57''$ EAST AND ALONG SAID EASTERLY LINE A DISTANCE OF 99.56 FEET TO THE NORTH RIGHT OF WAY LINE OF BRADLEY ROAD;
THENCE NORTH $89^{\circ}21'57''$ EAST AND ALONG SAID NORTH LINE A DISTANCE OF 417.51 FEET TO THE POINT OF BEGINNING; EXCEPTING THEREFROM THE FOLLOWING PROPERTY, TO WIT:
COMMENCING AT THE POINT OF INTERSECTION OF THE NORTHERLY RIGHT OF WAY LINE OF BRADLEY ROAD WITH THE NORTHEASTERLY RIGHT OF WAY LINE OF THE AT & SF RAILROAD;
THENCE NORTHWESTERLY ON SAID RAILROAD RIGHT-OF-WAY, A DISTANCE OF 445.84 FEET TO THE POINT OF BEGINNING;
THENCE CONTINUE NORTHWESTERLY ON SAID RIGHT-OF-WAY LINE A DISTANCE OF 803.00 FEET;
THENCE ANGLE RIGHT $90^{\circ}00'00''$ NORTHEASTERLY, A DISTANCE OF 300.00 FEET;
THENCE ANGLE RIGHT $90^{\circ}00'00''$ SOUTHEASTERLY A DISTANCE OF 800.00 FEET;
THENCE ANGLE RIGHT $90^{\circ}00'00''$ SOUTHWESTERLY TO THE POINT OF BEGINNING.
COUNTY OF EL PASO, STATE OF COLORADO

PARCEL IV

PART OF THE SE $\frac{1}{4}$ OF THE NORTHWEST $\frac{1}{4}$ AND OF THE NORTH $\frac{1}{4}$ OF THE NORTHEAST $\frac{1}{4}$ OF THE SOUTHWEST $\frac{1}{4}$ OF SECTION 2 IN TOWNSHIP 15 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF THE NORTH $\frac{1}{4}$ OF THE NORTHEAST $\frac{1}{4}$ OF THE SOUTHWEST $\frac{1}{4}$ OF THE SAID SECTION 2;
THENCE WEST ALONG THE SOUTH LINE OF THE NORTH $\frac{1}{4}$ OF THE NORTHEAST $\frac{1}{4}$ OF THE SOUTHWEST $\frac{1}{4}$ OF SAID SECTION 2 TO THE SOUTHWEST CORNER OF THE NORTH $\frac{1}{4}$ OF THE NORTHEAST $\frac{1}{4}$ OF THE SOUTHWEST $\frac{1}{4}$ OF THE SAID SECTION 2;
THENCE NORTH ALONG THE WEST LINE OF THE EAST $\frac{1}{4}$ OF THE SOUTHWEST $\frac{1}{4}$ AND THE WEST LINE OF THE EAST $\frac{1}{4}$ OF THE NORTHWEST $\frac{1}{4}$ OF SAID SECTION 2 A DISTANCE OF 1235.2 FEET;
THENCE NORTH $83^{\circ}11'$ EAST 887.5 FEET;
THENCE NORTH $75^{\circ}03'$ EAST 275 FEET;
THENCE NORTH $41^{\circ}24'$ EAST 56 FEET;

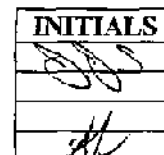


EXHIBIT A
DESCRIPTION OF LAND
(page ~~2~~³ of 3)

THENCE SOUTH 00°29' WEST 995 FEET;
THENCE SOUTH 25°41' EAST 351.1 FEET TO THE INTERSECTION WITH THE EAST LINE OF THE NORTH
½ OF THE NORTHEAST ¼ OF THE SOUTHWEST ¼ OF SAID SECTION 2;
THENCE SOUTH ALONG THE EAST LINE OF THE NORTH ½ OF THE NORTHEAST ¼ OF THE
SOUTHWEST ¼ OF THE SAID SECTION 2 A DISTANCE OF 167.2 FEET TO THE PLACE OF BEGINNING;
EXCEPT THAT PORTION OF SAID TRACT LYING NORTH OF THE MAIN CANAL OF THE FOUNTAIN
MUTUAL IRRIGATION COMPANY, SUCCESSOR TO THE FOUNTAIN VALLEY LAND AND IRRIGATION
COMPANY,
COUNTY OF EL PASO, STATE OF COLORADO

INITIALS
<i>JS</i>
<i>JS</i>
<i>JS</i>