

Site Name: Keebler/Colorado SPGS/CSP209
BUN: 877103

By: (initials) HL Date 8/13/07 Dr. J
BUN: 877103 License 1614B

FIRST AMENDMENT TO OPTION
AND SITE LEASE AGREEMENT

THIS FIRST AMENDMENT TO OPTION AND SITE LEASE AGREEMENT ("Amendment") is made effective this 2nd day of August, 2007, by and between Samuel H. Leeper ("Lessor") who has a mailing address of 425 W. Fillmore, Colorado Springs, CO 80907 and STC Five LLC, a Delaware limited liability company ("Lessee"), successor in interest to Sprint Spectrum, L.P., a Delaware limited partnership, successor in interest to Qwest Wireless, LLC, a Delaware limited liability company, successor in interest to U S WEST WIRELESS, L.L.C., a Delaware limited liability company, by and through its attorney in fact, Global Signal Acquisitions II LLC, a Delaware limited liability company, by Global Signal Services LLC, a Delaware limited liability company, its Manager, with its principal place of business located at 2000 Corporate Drive, Canonsburg, Pennsylvania 15317-8564.

WHEREAS, Sam Leeper, Michael Leeper, and Charles Padgett and Lessee's predecessor in interest, U S WEST WIRELESS, L.L.C., entered into an Option and Site Lease Agreement dated February 1, 1998 ("Option and Site Lease Agreement"), whereby Lessee's predecessor in interest leased certain real property located in the El Paso County, Colorado (the "Site") from Sam Leeper, Michael Leeper and Charles Padgett, all located within certain real property owned by Lessor (the "Parent Parcel"); and

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

WHEREAS, the Option and Site Lease Agreement has an original term (including all extension terms) that will terminate on January 31, 2023 ("Original Term") and Lessor and Lessee desire to amend the terms of the Option and Site Lease Agreement to provide for additional terms beyond the Original Term.

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

1. Defined Terms. Any capitalized terms not defined herein shall have the meaning ascribed to them in the Option and Site Lease Agreement.
2. Right to Notice. If during the option period or term of the Option and Site Lease Agreement, Lessor receives an offer from any entity that desires to acquire any of the following interests in all or a portion of the Site: (i) fee title, (ii) a perpetual or other easement, (iii) a lease, (iv) any or all portions of Lessor's interest in this

Option and Site Lease Agreement including but not limited to the rent or revenue derived herefrom, whether separately or as part of the sale, transfer, grant, assignment, lease or encumbrance of the Parent Parcel or other interest in the Lease, or (v) an option to acquire any of the foregoing, Lessor shall provide written notice to Lessee no later than thirty (30) days prior to the Lessor accepting said offer.

3. Delete and Replace Sections or Sentences.

(a) The second sentence of Section 5 of the Option and Site Lease Agreement is being amended by deleting the following:

“Lessee shall have a right to renew the Lease Term for four (4) additional terms of five year terms for each term (each being a “Renewal Term”). The Lease Term and each subsequent Renewal Term will automatically renew unless Lessee notifies Lessor in writing, of Lessee’s intent not to renew on or before the expiration of its current Lease Term or Renewal Term.”

and inserting the following in lieu thereof:

“This Agreement will be automatically renewed for ten (10) additional terms (each a “Renewal Term”) of five (5) years each, unless Lessee provides Lessor written notice of Lessee’s intent not to renew on or before the expiration of its current Lease Term or Renewal Term.”

(b) Section 6(a) of the Option and Site Lease Agreement is being amended by adding the following:

“Renewal Term 5 - Year 26-30
Renewal Term 6 - Year 31-35
Renewal Term 7 - Year 36-40
Renewal Term 8 - Year 41-45
Renewal Term 9 - Year 46-50
Renewal Term 10 - Year 51-55



3. Lessee’s Option to Expand the Site. During the option or term of this Option and Site Lease Agreement, Lessee shall have the irrevocable option (the “Option”) to lease an additional six hundred (600) square feet adjacent to the Site (the “Expansion Space”) at a location to be mutually agreed upon by Lessor and Lessee and on the same terms and conditions as set forth in this Option and Site Lease Agreement. Lessee shall pay the same rent per square foot for the Expansion Space that Lessee is then paying to Lessor for the Site at the time Lessee provides written notice to Lessor of its election to exercise the Option. Lessee may elect to exercise the Option for less than the entire Expansion Space and may exercise the Option as many times as it wishes; provided, however, the maximum amount of space taken cannot exceed the Expansion Space. The parties further agree, upon

exercise of the Option, to prepare, execute, and record such instruments, including an amendment to this Option and Site Lease Agreement, as may be necessary to memorialize Lessee's interest in the Expansion Space.

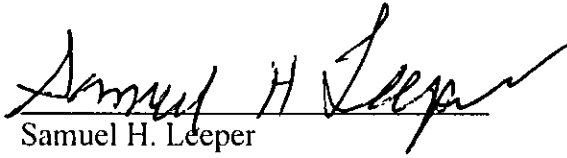
4. Signing Bonus. In consideration of Lessor's extension of the term of the Option and Site Lease Agreement beyond the Original Term, Lessee shall, within thirty (30) days from the full execution of this Amendment and a memorandum of lease and/or amendment, pay Lessor the sum of [REDACTED]
5. Notice. The parties agree and acknowledge that all notices provided to Lessee pursuant to the Option and Site Lease Agreement shall be sent to the following address:

STC Five LLC
C/o Crown Castle International Corp.
E. Blake Hawk, General Counsel
Attn: Real Estate Department
2000 Corporate Drive
Canonsburg, PA 15317-8567

6. Ratification. Lessor and Lessee agree that any and all actions or inactions that have occurred or should have occurred prior to the date of this Amendment are approved and ratified by the parties, and the parties agree that no breaches or defaults exist as of the date of this Amendment.
7. Remainder of Option and Site Lease Agreement Unaffected. In all other respects, the remainder of the Option and Site Lease Agreement and all amendments thereto shall remain in full force and effect. Any portion of the Option and Site Lease Agreement and all amendments thereto that are inconsistent with this Amendment are hereby amended to be consistent.
8. Letter Agreement. In the event of any inconsistency or conflict between the terms of this Amendment and that certain Letter Agreement by and between Sam Leeper and Lessee dated May 31, 2007, this Amendment will govern and control. In the event Lessor (as defined in this Amendment) includes any individual or entity that was not a party to the Letter Agreement, such individual or entity agrees to be bound by the obligations, representations, and warranties set forth in the Letter Agreement.

**Remainder of page left intentionally blank.
Signatures and Acknowledgements to follow.**

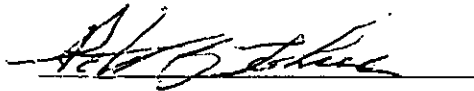
LESSOR:
Samuel H. Leeper


Samuel H. Leeper

STATE OF COLORADO
COUNTY OF EL PASO

Personally appeared before me, the undersigned authority in and for the said county and state, on this 20th day of July, 2007, within in my jurisdiction, the within named **Samuel H. Leeper** who acknowledged that he executed the above and foregoing instrument. He is personally known to me or has produced _____ (type of identification) as identification.

My Commission Expires Nov 15, 2009. Witness my hand and official seal.



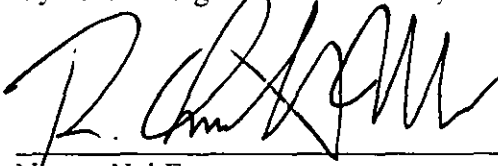
Notary Public

Sprint:

STC FIVE LLC, a Delaware limited liability company

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

By: Global Signal Services LLC, Its Manager



R.Christopher Mooney
Director, Land Acquisition Operations

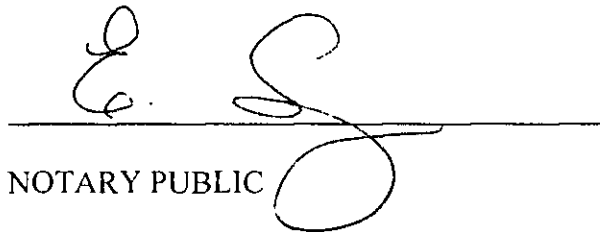
Name: ~~Hal Frazer~~
Title: ~~Director, Land Acquisitions~~

STATE OF TEXAS
COUNTY OF HARRIS

C. Mooney

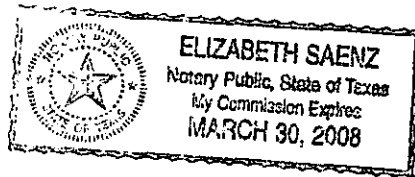
PERSONALLY appeared before me, the undersigned authority in and for the said county and state, on this 3rd day of August 2007, within my jurisdiction, the within named ~~Hal Frazer~~, who acknowledged that he is Director, Land Acquisitions of Global Signal Services LLC, a Delaware limited liability company, and as its act and deed he executed the above and foregoing instrument, after first having been duly authorized by said company so to do. He is personally known to me or has produced _____ (type of identification) as identification.

IN WITNESS WHEREOF, I have hereunto set my hand and notarial seal.



NOTARY PUBLIC

My Commission Expires:



OPTION AND SITE LEASE AGREEMENT

THIS OPTION AND SITE LEASE AGREEMENT (this "Agreement") is entered into this _____ day of December 1997 ("Date of Agreement") by and between Sam Leeper and Michael Leeper and Charles Padgett, individuals ("Lessor") and U S WEST WIRELESS, L.L.C., a Delaware limited liability company ("Lessee").

WHEREAS, Lessor is the owner of certain real property located at 225 Main Street, Colorado Springs, Colorado, including building(s) as more particularly described in Exhibit A attached hereto and made a part hereof by this reference ("Property"); and

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

WHEREFORE, Lessor and Lessee agree as follows:

OPTION

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

2. Option. The option to lease Lessor's Property may be exercised by Lessee at any time within the first 18 months of the date of Agreement ("Option Period") by providing Lessor with written notice of Lessee's intent. Lessor agrees that Lessee may, at its sole discretion, extend the Option Period by six additional months by providing Lessor with written notice prior to the expiration of the original Option Period and by paying Lessor, at the time Lessee requests the extension, a sum of [REDACTED]

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

LEASE

The lease provisions contained in paragraphs 4-15 of this Agreement shall become effective upon Lessee's exercise of its option pursuant to Paragraph 2 above ("Effective Date").

4. Permitted Use. The location on Lessor's Property which Lessee is occupying and installing its facilities shall be referred to as the "Site," which is more particularly described in Exhibit B attached hereto and made a part hereof by this reference.

a. Lessee shall have the right, at its expense, to install, construct, reconstruct and maintain on the Site communication facilities including, without limitation, radio and other storage structures and other improvements relating thereto (collectively the "Communication Facilities"). Lessee shall have the right to modify, supplement, replace, upgrade or relocate the Communication Facilities on the Property at any time during the term of the lease so long as said relocation, replacement or upgrade is made for the purpose of improving the operation of its Communication Facilities.

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

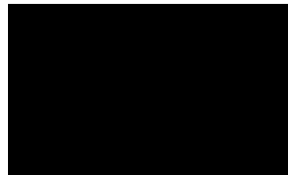
c. Lessee shall pay any incremental additional utility charges to the Site incurred as a result of Lessee's Permitted Use. Lessee shall have the right, at its expense, to install or improve utilities within or on the Property to service this Site.

5. Term. This Lease, if executed, shall be for a term of five years ("Lease Term") from the Effective Date. Lessee shall have a right to renew the Lease Term for four (4) additional terms of five year terms for each term (each being a "Renewal Term"). The Lease Term and each subsequent Renewal Term will automatically renew unless Lessee notifies Lessor in writing, of Lessee's intent not to renew on or before the expiration of its current Lease Term or Renewal Term.

6. Rent.

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

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



b. Payment of rent shall be made payable to and sent to Lessor's address as first set forth above.

c. Lessee shall pay, as additional rent, any increase in real property taxes levied against the Site, which are directly attributable to Lessee's use and improvement of the

Site, and Lessor agrees to furnish proof of such increase to Lessee.

7. Interference.

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

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

8. Environmental Matters.

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

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

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

d. The obligations of this Section 8 shall survive the expiration or other termination of this Agreement.

9. Insurance/Indemnification/Eminent Domain. Lessee shall maintain at its expense commercial general liability insurance covering actions by Lessee providing for a limit of not less than \$1,000,000.00 single limits, bodily injury and/or property damage combined, for damages arising out of bodily injuries to or death of all persons and for damages to or destruction of property, including the loss of use thereof. Coverage shall include independent contractor's protection, premises-operations, products/completed operations and contractual liability with respect to the liability assumed by Lessee hereunder. Lessor and Lessee shall look solely to insurance for loss due to any property damage which is covered by insurance and neither party's insurance company shall be subrogated to a claim against the other party. Each party shall

indemnify and defend the other against loss from their negligent acts and the negligent acts of their employees, agents, licensees and invitees. The parties shall share in a condemnation award in proportion to their interest in the Property taken.

10. Assignment and Subleasing.

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

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

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

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

11. Termination. This Agreement may be terminated as follows:

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

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

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

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

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

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

If to Lessor, to:

Sam Leeper
425 W. Filmore
Colorado Springs, CO 80907

If to Lessee, to:

U S WEST WIRELESS, L.L.C.
c/o U S WEST Communications Group Real Estate Services
8200 East Belleview, Suite 500
Englewood, Colorado 80111
Attention: PSL Manager/Wireless

with a copy to:

U S WEST Communications Wireless Group
4301 E. Colfax Avenue, Suite 314
Denver, CO 80225
Attention: Regional Real Estate Manager

15. Miscellaneous.

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

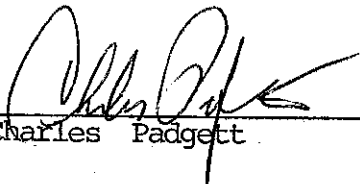
b. Any claim, controversy or dispute arising out of this Agreement shall be settled by arbitration in accordance with the applicable rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The arbitration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

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

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

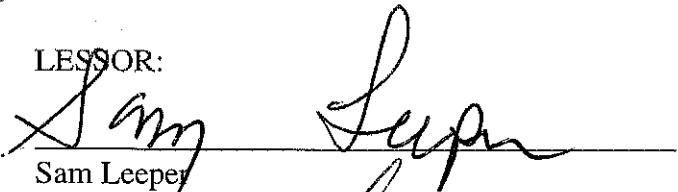
e. By executing this Agreement, the parties are not establishing any joint undertaking, joint venture or partnership. Each party shall be deemed an independent contractor and shall act solely for its own account.

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



Charles Padgett

LESSOR:



Sam Leeper

SSN# [REDACTED]



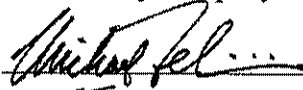
Michael Leeper

Michael Leeper

SSN# [REDACTED]

LESSEE:

U S WEST WIRELESS, L.L.C., a Delaware
limited liability company

By: 

Its: CFO

EXHIBIT A

The address of the "Property" is as follows:

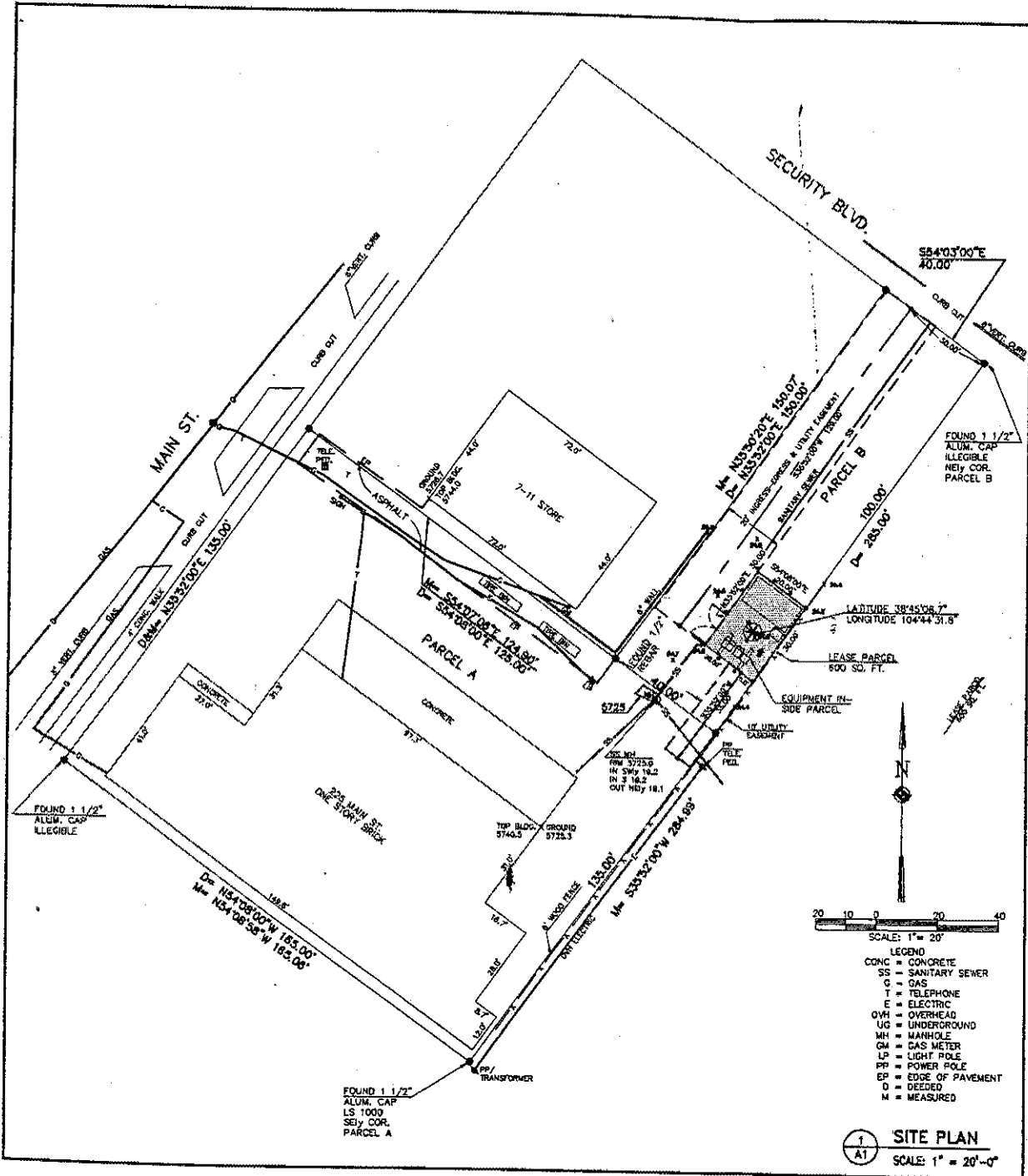
225 Main Street, Colorado Springs, Colorado 80911

and more particularly described as follows:

PARCEL A: THAT PORTION OF BLOCK 14, SECURITY, COLORADO, ADDITION NO. 6, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE WESTERN MOST CORNER OF SAID BLOCK 14, THENCE NORTHEASTERLY, ALONG AND IDENTICAL WITH THE SOUTHERLY LINE OF MAIN STREET, A DISTANCE OF 350.00 FEET TO THE SOUTHWEST CORNER OF A TRACT OF LAND LEASED TO THE HUMBLE OIL AND REFINING COMPANY AND RECORDED IN BOOK 1812 AT PAGE 67 UNDER RECEPTION NO. 157980 OF SAID RECORDS FOR THE POINT OF BEGINNING; THENCE ANGLE RIGHT 90 DEGREES 00 SOUTHEASTERLY ALONG THE SOUTHWESTERLY LINE OF SAID HUMBLE OIL TRACT AND ITS SOUTHEASTERLY EXTENSION, A DISTANCE OF 145.00 FEET; THENCE ANGLE RIGHT 90 DEGREES 00 MINUTES SOUTHWESTERLY, A DISTANCE OF 135.00 FEET; THENCE ANGLE RIGHT 90 DEGREES NORTHWESTERLY, A DISTANCE OF 165.00 FEET TO INTERSECT THE SOUTHERLY LINE OF MAIN STREET AT A POINT 135.00 FEET SOUTHERLY THEREON FROM THE POINT OF BEGINNING, THENCE ANGLE RIGHT 90 DEGREES 00 MINUTES NORTHEASTERLY ON SAID SOUTHERLY LINE, 135.00 FEET TO THE POINT OF BEGINNING.

PARCEL B: A PART OF BLOCK 14, SECURITY, COLORADO, ADDITION NO. 6, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE MOST SOUTHERLY CORNER OF THE TRACT OF LAND LEASED TO HUMBLE OIL AND REFINING COMPANY AND RECORDED IN BOOK 1812 AT PAGE 67 UNDER RECEPTION NO. 157980; THENCE NORTHEASTERLY ALONG SOUTHEASTERLY LINE OF SAID HUMBLE OIL TRACT A DISTANCE OF 150 FEET; THENCE ANGLE RIGHT ALONG SOUTHWESTERLY LINE OF SECURITY BOULEVARD A DISTANCE OF 40 FEET; THENCE ANGLE RIGHT SOUTHWESTERLY AND PARALLEL TO THE SOUTHEASTERLY LINE OF SAID HUMBLE OIL TRACT A DISTANCE OF 150 FEET; THENCE ANGLE 90 DEGREES RIGHT; NORTHWESTERLY A DISTANCE OF 40 FEET TO POINT OF BEGINNING.

ALL ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK W AT PAGE 48, IN EL PASO COUNTY, COLORADO.



LEGAL DESCRIPTION - PARCEL A

THAT PORTION OF BLOCK 14, SECURITY, COLO. COLORADO, MORE PARTICULARLY DESCRIBED AS WESTERNMOST CORNER OF SAID BLOCK 14; THENCE WITH THE SOUTHERLY LINE OF MAIN STREET, CORNER OF A TRACT OF LAND LEASED TO IF RECORDED IN BOOK 1812 AT PAGE 87 UNDER THE POINT OF BEGINNING; THENCE ANGLE RIGHT THE SOUTHWESTERLY LINE OF SAID HUMBOLDT A DISTANCE OF 185.00 FEET; THENCE ANGLE SOUTHWESTERLY, A DISTANCE OF 135.00 FEET; THENCE ANGLE RIGHT 90 DEGREES 00 MINUTE SOUTHWESTERLY, A DISTANCE OF 165.00 FEET TO THE POINT OF BEGINNING.

LEGAL DESCRIPTION - PARCEL B:

A PART OF BLOCK 14, SECURITY, COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS: CORNER OF THE TRACT OF LAND LEASED TO IF RECORDED IN BOOK 1812 AT PAGE 87 UNDER NORTHEASTERLY ALONG THE SOUTHEASTERLY LINE OF 150 FEET; THENCE ANGLE RIGHT ALONG TO BOULEVARD, A DISTANCE OF 40.00 FEET; THE PARALLEL TO THE SOUTHEASTERLY LINE OF 5 FEET; THENCE ANGLE 90 DEGREES LEFT, NOF POINT OF BEGINNING. ALL ACCORDING TO THE PLAT THEREOF, RECOF COUNTY, COLORADO.

LEGAL DESCRIPTION - LEASE PARCEL

A PARCEL OF LAND SITUATED IN A PORTION OF PORTION OF BLOCK 14, SECURITY, COLORADO, OF COLORADO, MORE PARTICULARLY DESCRIBED: COMMENCING AT THE NORTHEASTERLY CORNER 35°52'00" WEST ALONG THE SOUTHEASTERLY L 100.00 FEET TO THE TRUE POINT OF BEGINNING WEST ALONG THE SOUTHEASTERLY LINE OF SA THENCE NORTH 54°08'00" WEST A DISTANCE C EAST A DISTANCE OF 30.00 FEET; THENCE SC FEET TO THE TRUE POINT OF BEGINNING. CONTAINING 600 SQUARE FEET.

LEGAL DESCRIPTION - 20' INGRESS-EASEMENT

AN EASEMENT, 20.00 FEET IN WIDTH, OVER AN PARCEL B, BEING A PORTION OF BLOCK 14, SE OF EL PASO, STATE OF COLORADO, BEING 10.0 DESCRIBED CENTERLINE:

COMMENCING AT THE NORTHEASTERLY LINE OF SOUTHWESTERLY RIGHT-OF-WAY LINE OF SECU 54°03'00" WEST ALONG THE NORTHEASTERLY L SOUTHWESTERLY RIGHT-OF-WAY LINE OF SAID FEET TO THE TRUE POINT OF BEGINNING; THEN 129.00 FEET TO THE POINT OF TERMINUS, FRO THE ABOVE-DESCRIBED LEASE PARCEL BEARS FEET.

LEGAL DESCRIPTION - 10' UTILITY EASEMENT

AN EASEMENT, 10.00 FEET IN WIDTH, OVER AN DESCRIBED PARCELS A AND B, BEING A PORTION ADDITION NO. 8, COUNTY OF EL PASO, STATE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT THE SOUTHEASTERLY CORNER THENCE NORTH 54°08'00" WEST ALONG THE SC PARCEL A DISTANCE OF 5.00 FEET TO THE TR 35°32'00" WEST A DISTANCE OF 35.00 FEET TO

NOTES

NOTICE: ACCORDING TO COLORADO LAW YOU UPON ANY DEFECT IN THIS SURVEY WITHIN THE DEFECT, IN NO EVENT MAY ANY ACTION BASED COMMENCED MORE THAN TEN YEARS FROM THE HEREON.

SET 5/8" REBAR WITH PLASTIC CAPS, PLS 109 PARCEL. S54°08'00"E 165.00'

BASIS OF BEARINGS - ASSUMED ALONG THE S THE SOUTHWESTERLY CORNER, BEING A 1 1/2" ALU SOUTHEASTERLY CORNER, BEING A 1 1/2" ALU

BENCHMARK - FIMS MONUMENT SE09 - 2" DIA SE09" ON THE SE COR. OF THE CONCRETE BAS OF 226 MAIN ST., ABOUT 3' NORTH OF THE NC WEST OF THE WEST CURB LINE OF SECURITY B.

11 6 1989

BOOK PAGE
5683 1275

Case No. H707295X
LEGAL DESCRIPTION

EXHIBIT "A"

PARCEL A: THAT PORTION OF BLOCK 14, SECURITY, COLORADO, ADDITION NO. 6, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE WESTERN MOST CORNER OF SAID BLOCK 14, THENCE NORTHEASTERLY, ALONG AND IDENTICAL WITH THE SOUTHERLY LINE OF MAIN STREET, A DISTANCE OF 350.00 FEET TO THE SOUTHWEST CORNER OF A TRACT OF LAND LEASED TO THE HUMBLE OIL AND REFINING COMPANY AND RECORDED IN BOOK 1812 AT PAGE 67 UNDER RECEPTION NO. 157980 OF SAID RECORDS FOR THE POINT OF BEGINNING; THENCE ANGLE RIGHT 90 DEGREES 00 SOUTHEASTERLY ALONG THE SOUTHWESTERLY LINE OF SAID HUMBLE OIL TRACT AND ITS SOUTHEASTERLY EXTENSION, A DISTANCE OF 165.00 FEET; THENCE ANGLE RIGHT 90 DEGREES 00 MINUTES SOUTHWESTERLY, A DISTANCE OF 135.00 FEET; THENCE ANGLE RIGHT 90 DEGREES NORTHWESTERLY, A DISTANCE OF 165.00 FEET TO INTERSECT THE SOUTHERLY LINE OF MAIN STREET AT A POINT 135.00 FEET SOUTHERLY THEREON FROM THE POINT OF BEGINNING, THENCE ANGLE RIGHT 90 DEGREES 00 MINUTES NORTHEASTERLY ON SAID SOUTHERLY LINE, 135.00 FEET TO THE POINT OF BEGINNING,

PARCEL B: A PART OF BLOCK 14, SECURITY, COLORADO, ADDITION NO. 6, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE MOST SOUTHERLY CORNER OF THE TRACT OF LAND LEASED TO HUMBLE OIL AND REFINING COMPANY AND RECORDED IN BOOK 1812 AT PAGE 67 UNDER RECEPTION NO. 157980; THENCE NORTHEASTERLY ALONG SOUTHEASTERLY LINE OF SAID HUMBLE OIL TRACT A DISTANCE OF 150 FEET; THENCE ANGLE RIGHT ALONG SOUTHWESTERLY LINE OF SECURITY BOULEVARD A DISTANCE OF 40 FEET; THENCE ANGLE RIGHT SOUTHWESTERLY AND PARALLEL TO THE SOUTHEASTERLY LINE OF SAID HUMBLE OIL TRACT A DISTANCE OF 150 FEET; THENCE ANGLE 90 DEGREES RIGHT; NORTHWESTERLY A DISTANCE OF 40 FEET TO POINT OF BEGINNING,

ALL ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK X AT PAGE 68, IN EL PASO COUNTY, COLORADO.

11 6 1989

01873676

1989 NOV-6 PM 3:18

BOOK PAGE
5683 1274

Filed for record the _____
El Paso County Clerk & Recorder

RECORDED

STATE DOCUMENTARY

Warranty Deed

NOV 6 '89

FEES \$ 27.50

10-

KNOW ALL MEN BY THESE PRESENTS, That DEAN EARHART AND RETA A. EARHART
of the County of Multnomah and State of Oregon for the
consideration of One dollar and other good and valuable considerations
(\$ 1.00) dollars in hand paid hereby sell and convey to
SAM LEEPER AND MICHAEL LEEPER AND CHARLES PADGETT
whose legal address is (including road or street address if applicable)
225 Main Street Security, Colorado 80911
"in Joint Tenancy" of the County of EL PASO and State of COLORADO
the following Real Property situated in the County of EL PASO
and State of Colorado, to wit:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART THEREOF.

9750

with all its appurtenances and warrant(s) the title to the same, subject to conditions, covenants, restrictions, easements, rights of way, reservations of record, if any, and general taxes and assessments for 1989 and subsequent years. This deed is subject to a first deed of trust executed on March 27, 1975, XXXX and recorded July 30, 1975, in Book 2767 at Page 48, together with Modification, Assignment of Lease and Spreading Agreement pertaining thereto redorded in Book 2772 at Page 616, records of El Paso County, Colo. for the use of First Bank Mortgage Corp. Signed and delivered this 31st day of November, 1989.

Dean Earhart
DEAN EARHART

Reta A. Earhart
RETA A. EARHART

STATE OF OREGON SS The foregoing instrument was acknowledged before me
County of MULTNOMAH
this 31st day of November, 1989
by Dean Earhart and Reta A. Earhart



Robert H. Hart, Jr.
ROBERT H. HART, JR.
NOTARY PUBLIC

STATE OF _____ SS The foregoing instrument was acknowledged before me
County of _____
this _____ day of _____, 19____
by _____ as _____ President
and _____ as _____ Secretary of
_____ a corporation.

Witness my hand and official seal.
My commission expires _____

NOTARY PUBLIC
* IF JOINT TENANCY IS NOT DESIRED,
STRIKE PHRASE BETWEEN ASTERISKS.