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BOOK 363 PAGE 792
OF 612 INSTR 2362

Paul C.

AGREEMENT

NOW ON THIS 1st day of November, 2007, this Agreement entered into by and between **Jessen Systems, LLC**, hereinafter referred to as **Jessen**, and **SBA Towers II, LLC**, hereinafter referred to as **SBA**.

WHEREAS, on April 7, 2003, *Alan Jessen, Glen Jessen, Gary Jessen, and Betty Jean Jessen*, entered into an Option and Ground Lease Agreement with *Nextel WIP Lease Corporation*, for purposes of leasing property for a tower, a copy of which Lease is attached hereto as Exhibit "A" and incorporated herein as if fully set forth; and

WHEREAS, on or about June 4, 2003, a First Amendment of said Option and Ground Lease Agreement was entered into which specifically provided the correct legal description of the location of the Ground Lease and Option which First Amendment, including attachments, are attached hereto as Exhibit "B" and incorporated herein as if fully set forth; and

WHEREAS, a Second Amendment to said Option and Ground Lease Agreement was entered into on October 9, 2003, a copy of which Second Amendment is attached hereto as Exhibit "C" and incorporated herein as if fully set forth; and

WHEREAS, *Nextel WIP Lease Corporation* assigned their interest in said Option and Ground Lease to *Wireless Solutions, LLC* which Assignment of Lease was dated November 21, 2003 and filed of record on November 15, 2004 in Book 320, Page 133, and

WHEREAS, a Third Amendment to said Option and Ground Lease Agreement was entered into on January 5, 2003, a copy of which Third Amendment is attached hereto as Exhibit "D" and incorporated herein as if fully set forth; and

WHEREAS, *Wireless Solutions, LLC* assigned their interest in the Option and Ground Lease to *Wireless Land, L.P.* on February 28, 2004 and filed of record on May 20, 2004 in Book 312, Page 277, and

WHEREAS, *Wireless Land, L.P.* assigned their interest in the Option and Ground Lease to *SBA Towers II, LLC* on December 13, 2006 and which was filed of record on March 23, 2007 in Book 354, Page 484; and

WHEREAS, Jessen and SBA are entering into this Agreement to confirm that the lease rights of SBA apply to the property as described in the First Amendment to the Option and Ground Lease Agreement previously identified and attached hereto as Exhibit "B".

NOW, THEREFORE, THE PARTIES HEREBY AGREE AS FOLLOWS:

1. **Leasehold Rights.** The leasehold rights of SBA with Jessen pursuant to the Option and Ground Lease Agreement previously identified applies to the property set forth on the attached Exhibit "B" identified as First Amendment to Option and Ground Lease Agreement, including the attachments thereto. Any legal descriptions contained in any assignments or filings inconsistent with the descriptions set forth in Exhibit "B" are void and of no effect.
2. **Other Terms & Conditions.** All other terms and conditions of the Option and Ground Lease Agreement originally entered into between Jessen and Nextel WIP Lease Corporation which has been assigned to SBA remain in full force and effect.
3. **Representations.** The parties hereto represent and warrant that they have the authority to execute this Agreement.

JESSEN SYSTEMS, LLC

BY: Gary Jessen
Gary Jessen, Authorized Representative

SUBSCRIBED and sworn to before me this 1st day of October, 2007.

Marlene M. Hull
Notary Public



3

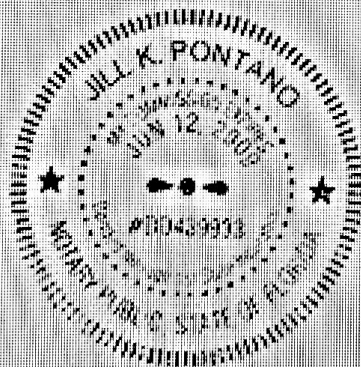
SBA TOWERS II, LLC

BY: [Signature]
Authorized Representative

Thomas P. Hunt
Senior Vice President and
General Counsel

SUBSCRIBED and sworn to before me this 15th day of ~~October~~, November, 2007.

[Signature: Jill K. Pontano]
Notary Public



**ATTACHMENT
to "Agreement"**

The Southeast Quarter of Section 25, Township 17, Range 7 East of the 6th P.M., Saunders County, Nebraska; EXCEPT: That part of the Northwest Quarter of the Southeast Quarter of Section 25, Township 17 North, Range 7 East of the Sixth Principal Meridian, Saunders County, Nebraska; described as beginning at the Northwest Corner of the Southeast Quarter of Section 25; thence N90-00-00E (assumed bearing), on the North line of the Southeast Quarter, a distance of 983.99 feet; thence S00-00-13W, a distance of 328.50 feet; thence S90-00-00W, on a line parallel to the North line of the Southeast Quarter, a distance of 984.01 feet to a point on the West line of the Southeast Quarter, thence N00-00-27E, on the west line of the Southeast Quarter, a distance of 328.50 feet to the point of beginning.

AND ALSO EXCEPT: That part of the North 1/2 of the Southeast 1/4 of Section 25, all in T17N, R7E, of the 6th P.M., Saunders County, Nebraska, more particularly described as follows: Commencing at the center of said Section 25; thence N90-00-00E (assumed bearing) along the North line of said Southeast 1/4 for 983.92 feet to the point of beginning; thence continuing N90-00-00E along said North line for 281.00 feet; thence N00-00-00E along said North line 704.04 feet; thence S00-22-13E 309.55 feet; thence S00-00-00E 19.00 feet; thence S90-00-00W 985.04 feet; thence N00-00-00W 328.54 feet to the point of beginning.

Freemont, NE
NE09694-A

OPTION AND GROUND LEASE AGREEMENT

THIS OPTION AND GROUND LEASE AGREEMENT ("Agreement") is made this 7th day of April, 2003, by and between Alan Jessen, Glen Jessen, Gary Jessen, and Betty Jean Jessen ("Optionor") and Nextel WIP Lease Corp., a Delaware corporation, d/b/a Nextel Partners ("Optionee").

1. OPTION TO LEASE

1. Grant of Option. Optionor is the owner of a parcel or parcels of real property located in the State of Nebraska as more particularly described in Exhibit "A" annexed hereto (the "Parent Parcel"). For good and valuable consideration and the mutual promises herein set forth, Optionor hereby gives and grants unto Optionee and its assigns, an exclusive and irrevocable option to lease a certain portion or portions of the Parent Parcel (the "Property"), together with easements for ingress, egress and utilities for the duration of this Agreement (collectively, the "Easement"). The Property together with the Easement are collectively the "Premises" and are more particularly described and/or depicted on Exhibit "B" attached hereto. Optionor agrees and acknowledges that Optionee may at Optionee's sole cost and expense have a metes and bounds survey prepared of the Premises and that the legal description of the Premises as shown on the survey shall thereafter become the legal description of the Premises.

2. Option Initial Term. The initial term of this Option shall be for twelve (12) months from the date this Option is executed by Optionee ("Option Initial Term").

3. Consideration for Option. Consideration for the Initial Term of the Option granted hereunder shall be Six Hundred and No/100 Dollars (\$600.00) ("Option Consideration"). Payment of the Option Consideration shall be made by Optionee to Glen Jessen at 2242 Gaeth Avenue, Freemont, NE 68025, and shall be credited in full to the first year's rental payment due Optionor if this Option is exercised by Optionee.

4. Extension of Option. This Option can be extended at the discretion of Optionee for two (2) additional period(s) of six (6) months each ("Option Renewal Term(s)") by Optionee paying additional consideration of Six Hundred and No/100 Dollars (\$600.00) ("Option Extension Consideration") prior to the expiration of the then existing term of this Option. All Option Extension Consideration shall be paid to Glen Jessen at the address in paragraph 3 above, and shall be credited in full to the first year's rental payment due Optionor if this Option is exercised by Optionee.

5. Optionor's Representations and Warranties. As an inducement for Optionee to enter into and be bound by the terms of this Option, Optionor represents and warrants to Optionee and Optionee's successors and assigns that:

(a) Optionor has good and marketable title to the Premises free and clear of all liens and encumbrances other than those liens and encumbrances shown on Exhibit "C" attached hereto. Optionee may at Optionee's sole cost and expense procure an abstract of title or a commitment to issue a policy of title insurance on the Premises. In the event that Optionee objects to any defect or cloud on title to the Premises, Optionee may declare this Option to be void and of no further force or effect whereupon this Option shall become null and void and there shall be no further liability of Optionee to Optionor; and

(b) Optionor has the authority to enter into and be bound by the terms of this Option;

and

(c) There are no pending or threatened administrative actions including bankruptcy or insolvency proceedings under state or federal law, suits, claims or causes of action against Optionor or which may otherwise affect the Premises; and

(d) The Premises are not presently subject to an option, lease or other contract which may adversely affect Optionor's ability to fulfill its obligations under this Option and Optionor covenants that it shall not grant an option or enter into any contract which will adversely affect Optionee's Intended Use of the Premises until this Option expires or is terminated by Optionee.

These representations and warranties of Optionor shall survive the exercise of the Option and the termination or expiration of the term of this Agreement.

6. **Taxes.** Any ad valorem taxes or other special assessment taxes attributable to the Premises during the Initial Term and any Renewal Term of the Option shall be paid by Optionor.

7. **Liquidated Damages.** In the event the closing does not occur due to a default or breach of this Option by Optionee, Optionor's damages shall be fixed and liquidated to the sums paid by Optionee to Optionor as consideration for this Option. Optionor hereby expressly waives any other remedies it may have for a breach of this Option by Optionee including specific performance and damages for breach of contract.

8. **Inspections and Investigations.** Optionor hereby grants to Optionee, its officers, agents, employees and independent contractors the right and privilege to enter upon the Premises at any time after the date of this Option, to perform or cause to be performed test borings of the soil, environmental audits, engineering studies and to conduct a survey of the Premises. Optionor shall provide Optionee with any necessary keys or access codes to the Premises if needed for ingress and egress, and Optionee shall not unreasonably interfere with Optionor's use of the Premises in conducting these activities.

9. **Further Acts.** Optionor shall cooperate with Optionee in executing any documents necessary to protect Optionee's rights under this Option or Optionee's use of the Premises and to take such action as Optionee may reasonably require to effect the intent of this Option. Optionor hereby irrevocably appoints Optionee or Optionee's agent as Optionor's agent to file applications on behalf of Optionor with federal, state and local governmental authorities which applications relate to Optionee's intended use of the Premises including but not limited to land use and zoning applications.

II. LEASE AGREEMENT

10. **Exercise of Option.** Upon the tender of written notice of Optionee's intent to exercise the Option, the terms of this Agreement applying to the lease of the Premises shall govern the relationship of the parties and this Agreement shall thereafter be referred to as the "Lease." Optionor shall thereafter be referred to as Lessor and Optionee shall thereafter be referred to as Lessee. The date of the written notice to exercise the Option shall constitute the commencement date of the Lease ("Commencement Date").

11. **Use.** The Premises may be used by Lessee for the transmission and receipt of wireless communication signals in any and all frequencies and the construction and maintenance of towers, antennas, or buildings, and related facilities and activities ("Intended Use"). Lessor agrees to cooperate with Lessee in obtaining, at Lessee's expense, all licenses and permits required for Lessee's use of the Premises (the "Governmental Approvals"). Lessee may construct additional improvements, demolish and reconstruct improvements, or restore replace and reconfigure improvements at any time during the Initial Term or any Renewal Term of this Lease.

12. Initial Term. The term of this Lease shall be five (5) years commencing on the Commencement Date and terminating on the fifth (5th) anniversary of the Commencement Date ("Initial Term").

13. Renewal Terms. Lessee shall have the right to extend this Lease for five (5) additional five (5) year terms ("Renewal Terms"). Each Renewal Term shall be on the same terms and conditions as set forth in this Lease except that Rent shall increase as provided in Paragraph 14 (c). This Lease shall automatically be renewed for each successive Renewal Term unless Lessee notifies Lessor in writing of Lessee's intention not to renew the Lease at least thirty (30) days prior to the expiration of the Initial Term or the Renewal Term which is then in effect.

14. Consideration

(a) During the Initial Term, Lessee shall pay Lessor the sum of Seven Thousand and Two Hundred and No/100 Dollars (\$7,200.00) per annum to be paid in equal monthly installments of Six Hundred and No/100 (\$600.00) as rent ("Rent"). Rent shall be payable on the first day of each month in advance to Glen Jessen, 2242 Gault Avenue, Fremont, NE 68025;

(b) If this Lease is terminated at a time other than on the anniversary of the Commencement Date, Rent shall be prorated as of the date of termination ("Termination Date"), and in the event of termination for any reason other than nonpayment of Rent, all Rents paid in advance of the Termination Date for that period after the Termination Date shall be refunded to Lessee; and

(c) In the event that Lessee elects to renew this Lease as provided in Paragraph 13, Rent during each Renewal Term shall increase by fifteen percent (15%) over the Rent payable during the immediately preceding term.

(d) The parties acknowledge that Lessee may damage Lessor's crops on the Property while constructing and operating the Tower Facilities. As consideration for such anticipated damage, Lessee agrees to pay Lessor a one-time sum of \$500.00 in consideration thereof, which sum shall be due and payable upon commencement of construction of the Tower Facilities, to Glen Jessen at the address in paragraph 14(a) above.

15. Lessor's Representations and Warranties. Lessor represents and warrants that (i) Lessee's Intended Use of the Premises as a site for the transmission and receipt of wireless communication signals; for the construction and maintenance of towers, antennas or buildings; and related facilities is not prohibited by any covenants, restrictions, reciprocal easements, servitudes, subdivision rules or regulations; (ii) there are no easements, licenses, rights of use or other encumbrances on the Premises which will interfere with or constructively prohibit Lessee's Intended Use of the Premises; and (iii) Lessor further represents and warrants that the execution of this Lease by Lessor will not cause a breach or an event of default of any other agreement to which Lessor is a party.

16. Conditions Subsequent. In the event that Lessee's Intended Use of the Premises is actually or constructively prohibited through no fault of Lessee then, without limiting any other remedy in law or equity, Lessee shall have the option to terminate this Lease and Lessee shall be entitled to a refund from Lessor of Rent paid in advance to Lessor which sums were paid prior to the date upon which Lessee gives Lessor notice of its intent to terminate this Lease pursuant to this paragraph.

17. Interference. Lessor shall not use, nor shall Lessor permit its lessees, licensees, invitees or agents to use any portion of adjacent real property owned by Lessor in any way which interferes with Lessee's Intended Use of the Premises. Such interference shall be deemed a material breach of this Lease.

by Lessor and Lessor shall have the responsibility to terminate said interference. In the event any such interference does not cease or is not promptly rectified, Lessor acknowledges that continuing interference will cause irreparable injury to Lessee, and Lessee shall have the right, in addition to any other rights that it may have at law or in equity, to bring action to enjoin such interference or to terminate this Lease immediately upon notice to Lessor.

18. Improvements; Utilities; Access.

(a) Lessee shall have the right, at Lessee's sole cost and expense, to erect and maintain on the Premises improvements, personal property and facilities, including without limitation, towers, a structural tower base, radio transmitting and receiving antennas, communications equipment, an equipment cabinet or shelter and related facilities (collectively the "Tower Facilities"). The Tower Facilities shall remain the exclusive property of the Lessee throughout the term and upon termination of this Lease. Lessor grants Lessee the right to clear all trees, undergrowth, or other obstructions and to trim, cut, and keep trimmed and cut all tree limbs which may interfere with or fall upon the Tower Facilities or Premises. Lessor grants Lessee a non-exclusive easement in, over, across and through other real property owned by Lessor as reasonably required for construction, installation, maintenance, and operation of the Tower Facilities. In the event that the tower to be constructed by Lessee on the Premises is a guyed tower, Lessor also grants Lessee an easement in, over, across and through Lessor's real property during the Initial Term and any Renewal Term of this Lease for the installation and maintenance of and reasonable access to the guy wires and guy wire anchors. Lessee shall ensure that the guy anchor wires are protected for the first twenty feet (20') above ground. Upon termination of the Lease for any reason, the Tower Facilities shall be removed by Lessee to a depth of three (3) feet below grade.

(b) Lessee shall have the right to install power, telco, and any other utilities on the Property, at Lessor's expense, and to improve present utilities on the Premises (including but not limited to the installation of emergency power generators). Lessee shall have the right to permanently place utilities on (or to bring utilities across or under) the Premises and the Tower Facilities. In the event that utilities necessary to serve the equipment of Lessee or the equipment of Lessee's licensee(s) or sublessee(s) cannot be located within the Premises, Lessor agrees to cooperate with Lessee and to act reasonably to allowing the location of utilities on the Parent Parcel or other real property owned by Lessor without requiring additional compensation from Lessee or Lessee's licensee(s) or sublessee(s). Lessor shall, upon Lessee's request, execute a separate written easement to the utility company providing the service or Lessee in a form which may be filed of record evidencing this right.

(c) Lessor represents and warrants to Lessee that Lessee shall at all times during this Lease enjoy ingress, egress, and access from the Premises to an open and improved public road which presently exists and which shall be adequate to service the Premises and the Tower Facilities. If no such public road exists or ceases to exist in the future, Lessor will grant an appropriate easement to Lessee, Lessee's sublessees and assigns so that Lessee may, at its own expense, construct a suitable private access drive to the Premises and the Tower Facilities. To the degree such access is across other property owned by Lessor, Lessor shall execute an easement evidencing this right and Lessor shall maintain access to the Easement in a free and open condition so that no interference is caused to Lessee by other leasees, licensees, invitees or agents of the Lessor which may utilize the Easement.

19. Termination. Except as otherwise provided herein, this Lease may be terminated, without any penalty or further liability upon written notice as follows:

(a) 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 (without, however, limiting any other rights available to the parties pursuant to any other provisions hereof); provided, that if

the defaulting party commences good faith efforts to cure the default within such period the cure period may be extended upon mutual agreement, in writing, of the parties hereto;

(b) Upon thirty (30) days' written notice by Lessee to Lessor if Lessee is unable to obtain or maintain through no fault of Lessee any license, permit or other Governmental Approval necessary to the construction and operation of the Tower Facilities or Lessee's business; or

(c) By Lessee for any reason upon written notice from Lessee to Lessor.

20. **Subleases.** Lessee at its sole discretion shall have the right, without any need to obtain the consent of Lessor, to license or sublease all or a portion of the Premises and the Tower Facilities to others whose business includes the provision of wireless communication services. Lessee's licensee(s) and sublessee(s) shall be entitled to modify the Tower and to erect additional improvements on the Premises including but not limited to antennas, dishes, cabling, additional storage buildings or equipment shelters as are reasonably required for the operation and maintenance of the communications equipment to be installed on the Premises by said licensee(s) and sublessee(s). Lessee's licensee(s) and sublessee(s) shall be entitled to all rights of ingress and egress to the Premises and the right to install utilities on the Premises as if said licensee or sublessee were the Lessee under this Lease.

21. **Taxes.** Lessee shall pay any personal property taxes assessed on, or any portion of such taxes attributable to, the Tower Facilities. Lessor shall pay when due all real property taxes and all other fees and assessments attributable to the Premises. Lessee shall pay as additional Rent any increase in real property taxes levied against Premises which are directly attributable to Lessee's use of the Premises (but not, however, taxes attributable to periods prior to the Commencement Date such as roll-back or greenbelt assessments) if Lessor furnishes proof that such increase to Lessee. In the event that Lessor fails to pay when due any taxes affecting the Premises or the Easement, Lessee shall have the right but not the obligation to pay such taxes and deduct the full amount of the taxes paid by Lessee on Lessor's behalf from future installments of Rent. Lessor agrees to provide to Lessee a copy of any notice, assessment or billing relating to any real or personal property taxes for which Lessee is responsible under this Lease within thirty (30) days of receipt of same by Lessor. Lessee shall have no obligation to make payment of any real or personal property taxes until Lessee has received notice, assessment or billing relating to such payment in accordance herewith. Lessee shall have the right, at its sole option, and at its sole cost and expense, to appeal, challenge or seek modification of any real or personal property tax assessment or billing for which Lessee is wholly or partly responsible for payment under this Lease. Lessor shall reasonably cooperate with Lessee in filing, prosecuting and perfecting any appeal or challenge to real or personal property taxes as set forth herein, including but not limited to executing consent to appeal or other similar document.

22. **Damage or Destruction.** If the Premises or the Tower Facilities are destroyed or damaged so as to hinder the effective use of the Tower Facilities in Lessee's judgment, Lessee may elect to terminate this Lease as of the date of the damage or destruction by so notifying the Lessor. In such event, all rights and obligations of Lessee to Lessor shall cease as of the date of the damage or destruction and Lessee shall be entitled to the reimbursement of any Rent prepaid by Lessee.

23. **Condemnation.** If a condemning authority takes all of the Premises, or a portion sufficient in Lessee's determination, to render the Premises in the opinion of Lessee unsuitable for the use which Lessee was then making of the Premises, this Lease shall terminate as of the date the title vests in the condemning authority. Lessor and Lessee shall share in the condemnation proceeds in proportion to the values of their respective interests in the Premises (which for Lessee shall include, where applicable, the value of its Tower Facilities, moving expenses, prepaid rent and business relocation expenses). A sale of all or part of the Premises to a purchaser with the power of eminent domain in the face of the

exercise of eminent domain power shall be treated as a taking by condemnation for the purposes of this paragraph.

24. Insurance. Lessee, at Lessor's sole cost and expense, shall procure and maintain on the Premises and on the Tower Facilities, bodily injury and property damage insurance with a combined single limit of at least One Million and 00/100 Dollars (\$1,000,000.00) per occurrence. Such insurance shall insure, on an occurrence basis, against liability of Lessee, its employees and agents arising out of or in connection with Lessee's use of the Premises and Tower Facilities. Lessee is to provide to Lessor annually a certificate of insurance.

25. Environmental Compliance. Lessor represents, warrants and agrees (1) 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 contaminants, oils, asbestos, PCBs, hazardous substances or wastes as defined by federal, state or local environmental laws, regulations or administrative orders or other materials the removal of which is required or the maintenance of which is prohibited, regulated or penalized by any federal, state or local government authority ("Hazardous Materials") on, under, about or within the Parent Parcel and/or Easement in violation of any law or regulation, and (2) that Lessor will not, and will not permit any third party to use, generate, store or dispose of any Hazardous Materials on, under, about or within the Parent Parcel and/or Easement in violation of any law or regulation. Lessee agrees that it will not use, generate, store or dispose of any Hazardous Material on, under, about or within the Premises in violation of any law or regulation. This Lease shall at the option of Lessee terminate and be of no further force or effect if Hazardous Materials are discovered to exist on the Parent Parcel and/or Easement through no fault of Lessee after Lessee takes possession of the Premises and Lessee shall be entitled to a refund of all the consideration paid in advance to Lessor under this Lease.

26. Environmental Indemnities.

(a) Lessor, its heirs, grantees, successors, and assigns shall indemnify, defend, reimburse and hold harmless Lessee from and against any and all environmental damages arising from the presence of Hazardous Materials upon, about or beneath the Parent Parcel and/or Easement, or migrating to or from the Parent Parcel and/or Easement, or arising in any manner whatsoever out of the violation of any environmental requirements pertaining to the Parent Parcel and/or Easement and any activities thereon, which conditions exist or existed prior to or at the time of the execution of this Lease or which may occur at any time in the future through no fault of Lessee.

(b) Lessee, its heirs, grantees, successors, and assigns shall indemnify, defend, reimburse and hold harmless Lessor from and against environmental damages caused by the presence of Hazardous Materials on the Premises arising solely as the result of Lessee's activities after the execution of this Lease.

(c) Notwithstanding the obligation of Lessor to indemnify Lessee pursuant to this Lease, Lessor shall, upon demand of Lessee, and at Lessor's sole cost and expense, promptly take all actions to remediate the Parent Parcel and/or Easement which are required by any federal, state or local governmental agency or political subdivision or which are reasonably necessary to mitigate environmental damages or to allow full economic use of the Premises, which remediation is necessitated from the presence upon, about or beneath the Parent Parcel and/or Easement of a Hazardous Material. Such actions shall include but not be limited to the investigation of the environmental condition of the Parent Parcel and/or Easement, the preparation of any feasibility studies, reports or remedial plans, and the performance of any cleanup, remediation, containment, operation, maintenance, monitoring or actions necessary to restore the Parent Parcel and/or Easement to the condition existing prior to the introduction of Hazardous Material upon, about or beneath the Parent Parcel and/or Easement notwithstanding any

lesser standard of remediation allowable under applicable law or governmental policies.

(d) The duties and indemnifications in this paragraph shall survive expiration or earlier termination of this Lease.

27. **Notices.** All notices, requests, demands and other communications hereunder shall be in writing and shall be deemed given if personally delivered or mailed, certified mail, return receipt requested, or via a nationally recognized overnight delivery service to the following addresses or to such other addresses as may be specified in writing at any time during the term of this Lease:

If to Lessor, to:

Name: Gary Jenson

Address: 1762 Austin Lane
Freemont, NE 68025

Attention: Gary Jenson

Phone: (402) 721-9611

Fax: ()

Federal I.D. or Social Security No.: 505-50-9054

If to Lessee, to:

Nextel Partners

4500 Carillon Point

Kirkland, WA 98033

Attention: Lease Administrator

With a copy to:

Nextel Partners

6750 Westown Parkway Suite #115

West Des Moines, Iowa 50266

Attention: Project Manager

28. **Title and Quiet Enjoyment.** Lessor warrants and represents that (i) it has the full right, power, and authority to execute this Lease; (ii) it has good and marketable fee simple title to the Premises free and clear of any liens and encumbrances or mortgages; and (iii) the Premises constitutes a legal lot that may be leased without the need for any subdivision or platting approval. Lessor covenants that Lessee shall have the quiet enjoyment of the Premises during the term of this Lease. Lessor shall indemnify Lessee from and against any loss, cost, expense or damage including attorneys fees associated with a breach of the foregoing covenant of quiet enjoyment. In the event that Lessor fails keep the Premises free and clear of any liens and encumbrances, Lessee shall have the right but not the obligation to satisfy such lien or encumbrance and deduct the full amount paid by Lessee on Lessor's behalf from future installments of Rent. Lessor further warrants that the Property is in compliance with all current State Historical Preservation Office (SHPO) requirements. Lessor agrees to indemnify and hold harmless Lessee from any and all claims and/or notices of non-compliance brought against Lessor for any breach by Lessor of this warranty, and Lessor agrees to allow Lessee to continue to quietly enjoy the use of Lessor's Property while Lessor remedies any such non-compliance. Should Lessee's use of the Property become compromised due to any breach of the warranty contained in this subparagraph, Lessor

acknowledges that Lessee shall be substantially harmed and Lessee will seek to recover from Lessor any damages Lessee may sustain.

29. Assignment. Any sublease, license or assignment of this Lease that is entered into by Lessor or Lessee shall be subject to the provisions of this Lease. Lessee may assign this Lease without the consent of Lessor. Additionally, Lessee may mortgage or grant a security interest in this Lease and the Tower Facilities, and may assign this Lease and the Tower Facilities to any such mortgagees or holders of security interests including their successors and assigns (hereinafter collectively referred to as "Secured Parties"). If requested, Lessor shall execute such consent to leasehold financing as may reasonably be required by Secured Parties. Lessor agrees to notify Lessee and Lessee's Secured Parties simultaneously of any default by Lessee and to give Secured Parties the same right to cure any default as Lessee except that the cure period for any Secured Party shall not be less than ten (10) days after the receipt of the default notice. If a termination, disaffirmance or rejection of the Lease pursuant to any laws (including any bankruptcy or insolvency laws) by Lessee shall occur, or if Lessor shall terminate this Lease for any reason, Lessor will give to the Secured Parties prompt notice thereof and Lessor will give the Secured Parties the right to enter upon the Premises during a thirty (30)-day period commencing upon the Secured Party's receipt of such notice for the purpose of removing any Tower Facilities. Lessor acknowledges that the Secured Parties shall be third-party beneficiaries of this Lease. Lessor may assign the Lease without the prior written consent of Lessee, provided that such assignee agrees to be bound by the terms hereby and fully assume all obligations of Lessor hereunder.

30. Successors and Assigns. This Lease shall run with the Premises and shall be binding upon and inure to the benefit of the parties, their respective heirs, successors, personal representatives and assigns.

31. Waiver of Lessor's Lien. Lessor hereby waives any and all lien rights it may have, statutory or otherwise, in and to the Tower Facilities or any portion thereof, regardless of whether or not same is deemed real or personal property under applicable laws.

32. Waiver of Incidental and Consequential Damages. Neither party will assert any claim whatsoever against the other party for loss of anticipatory profits or any other indirect, special, incidental or consequential damages incurred as a result of such party's respective operations or use of or on the Parent Parcel and/or Easement.

33. Indemnification. Except to the extent due to Lessor's acts or omissions, or that of Lessor's agents, employees, lessees, contractors, or invitees, Lessee will indemnify and save Lessor harmless from and against all claims, actions, damages, liability expenses in connection with loss of life, personal injury, and/or damage to property, arising from any act or omission of Lessee, their agents, employees, occupants, servants, guests, or licensees.

34. Miscellaneous.

(a) The substantially prevailing party in any litigation arising hereunder shall be entitled to its reasonable attorney's fees and court costs, including appeals, if any.

(b) Each party agrees to furnish to the other, within ten (10) days after request, such truthful estoppel information as the other may reasonably request.

(c) This Lease constitutes the entire agreement and understanding of Lessor and Lessee with respect to the subject matter of this Lease, and supersedes all offers, negotiations and other agreements. There are no representations or understandings of any kind not set forth herein. Any

amendments to said Lease must be in writing and executed by Lessor and Lessee.

(d) If either Lessor or Lessee is represented by a real estate broker in this transaction, that party shall be fully responsible for any fees due such broker and shall hold the other party harmless from any claims for commission by such broker.

(e) Lessor agrees to cooperate with Lessee in executing any documents necessary to protect Lessee's rights under this Lease or Lessee's use of the Premises, including but not limited to affidavits relating to title curative measures and subordination and non disturbance agreements and to take any further action which Lessee may reasonably require as to effect the intent of this Lease.

(f) This Lease shall be construed in accordance with the laws of the state in which the Premises is situated.

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

(h) Simultaneous with the execution of this Lease, Lessor shall execute and deliver to Lessee a Memorandum of Lease, which Lessee may file of record in the property records in the county in which the Premises are located, which sets forth the names and addresses of Lessor and Lessee, the legal description of the Parent Parcel and the Premises, the duration of the Initial Term and the quantity and duration of the Renewal Terms.

(i) In the event the Premises is encumbered by a mortgage or deed of trust, Lessor agrees to obtain and furnish, within thirty (30) days written request by Lessee, a non-disturbance agreement to the effect that Lessee and Lessee's sublessees or licensees will not be disturbed in the occupancy of the Premises by any foreclosure; provided that the rights and interests of Lessee under this Lease shall be subject and subordinate to such mortgage or deed of trust.

(j) Lessee may obtain title insurance on its interest in the Premises and Basement, and Lessor shall cooperate by executing documentation required by the title insurance company.

(k) Lessor hereby irrevocably appoints Lessee or Lessee's agent as Lessor's agent to file applications on behalf of Lessor with federal, state and local governmental authorities which applications relate to Lessee's intended use of the Premises including but not limited to land use and zoning applications.

(l) This Lease may be executed in two or more counterparts, all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by the each of the parties, it being understood that all parties need not sign the same counterpart.

(m) Lessor will not, during the term of this Lease together with any extensions thereof, enter into any other lease, license, or other agreement for a similar purpose as set forth herein, on or adjacent to the Property.

34. **Confidentiality.** Lessor shall not disclose to any third party the Option Consideration or Rent payable by Lessee under this Lease and shall treat such information as confidential, except that Lessor may disclose such information to prospective buyers, prospective or existing lenders, to Lessor's affiliates and attorneys, or as may be required by law or as may be necessary for the enforcement of Lessor's rights under this Lease. Lessor acknowledges that the disclosure of such information to any

other parties may cause Lessee irreparable harm, and in the event of such disclosure, as an additional remedy, Lessor shall have the right to terminate this Lease upon giving thirty (30) days written notice thereof to Lessor.

IN WITNESS WHEREOF, Optionor and Optionee have executed this Option and Lease as of the date affixed to their signatures below.

OPTIONOR/LESSOR:

Alan Jessen
Alan Jessen

Glen Jessen
Glen Jessen

Gary Jessen
Gary Jessen

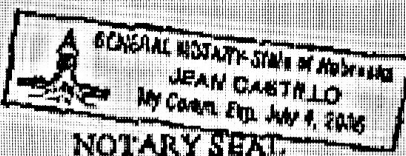
Betty Jean Jessen
Betty Jean Jessen

State of NEBRASKA

County of Dodge

Before me, Jean Castillo the undersigned, a Notary Public for the State, personally appeared Alan Jessen, Glen Jessen, Gary Jessen, and Betty Jean Jessen, who are personally known to me (or proved to me on the basis of satisfactory evidence) to be the individuals whose names are subscribed to the within instrument and acknowledged to me that they executed the same as their free and voluntary act, for the uses and purposes therein mentioned.

WITNESS my hand and official seal, this 28 day of March, 2003.



Signature

Jean Castillo

My commission expires:

7-4-05

4.30. 2007 1:54PM

No. 8617 P. 15

OPTIONER/LESSEE:

Nxtel WIP Lease Corp., a Delaware
corporation, d/b/a Nxtel Partners

By:

Name: Denise J. Swerland

Title: Assistant Secretary

Date: 4-7-03

State of Washington

County of King

Before me, DEBRA L. RUFFLE the undersigned, a Notary Public for the State,
personally appeared Denise J. Swerland who is the Assistant Secretary of Nxtel WIP Lease Corp. a
Delaware corporation, d/b/a Nxtel Partners, personally known to me to be the person whose name is
subscribed to the within instrument and acknowledged to me that she executed the same in her authorized
capacity, and that by her signature on the instrument, the entity upon behalf of which she acted, executed
the instrument.

WITNESS my hand and official seal, this 7th day of April, 2003.

Signature Debra L. Ruffle

NOTARY SEAL

My commission expires: 3-24-04

EXHIBIT "A"

DESCRIPTION OF PARENT PARCEL

The Parent Parcel is described and/or depicted as follows:

The Southeast Quarter (SE $\frac{1}{4}$) of Section 25, Township 17 North, Range 7 East of the 6th P.M., Saunders County, Nebraska, excepting that part of the North Half of the Southeast Quarter of Section 25, Township 17 North, Range 7 East of the 6th P.M., Saunders County, Nebraska, described as commencing at the Northeast corner of the North Half of the Southeast Quarter of Section 25; thence N 90-00-00 W (assumed bearing) on the North line of the North Half of the Southeast Quarter, a distance of 672.96 feet to the point of beginning; thence continuing N 90-00-00 W, on the North line of the North Half of the Southeast Quarter, a distance of 704.04 feet; thence S 00-00-00 E, a distance of 309.54 feet; thence S 90-00-00 E, on a line parallel to the North line of the North Half of the Southeast Quarter, a distance of 706.04 feet; thence N 00-22-13 W, a distance of 309.55 feet to the point of beginning.

EXHIBIT "B"

DESCRIPTION OR DEPICTION OF PREMISES

an approximately _____' x _____' tract of land, together with easements for ingress, egress and utilities described or depicted as follows:

Lessor Initials: AS
Lessor Initials: AS
Lessor Initials: AS
Lessor Initials: AS
Lessee Initials: AS

Notes:

1. This Exhibit may be replaced by a land survey of the Premises once it is received by Lessee.
2. Width and locality of access road shall be the width required by the applicable governmental authorities and utility providers, including police and fire departments.

1:55PM

No. 8617 P. 18

EXHIBIT "C"

LIENS AND ENCUMBRANCES
[Pursuant to Paragraph 5(a) above]

Site Name: Fremont South
WFL 376 ID: NR1087 / Jessen

FIRST AMENDMENT TO OPTION AND GROUND LEASE AGREEMENT

This First Amendment to Option and Ground Lease Agreement (the "Amendment") is made by and between Alan Jessen, Gary Jessen, Betty Jean Jessen, and the Estate of Glen Jessen (deceased May 16, 2003) ("Optionor") and Nextel WFL Lease Corp., a Delaware corporation, d/b/a Nextel Partners ("Optionee").

WHEREAS, on April 7, 2003, Optionee and Optionor entered into an Option and Ground Lease Agreement (the "Agreement") whereby Optionee was granted an Option to lease certain portions of the real property located in Saunders County, Nebraska (the "Premises"); and

WHEREAS, the parties desire to amend the descriptions of the Parent Parcel and Premises, and replace Exhibits A and B to the Agreement accordingly.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree to be legally bound by this Amendment as follows:

1. Exhibit A and Exhibit B to the Agreement are hereby deleted in entirety and replaced and superseded by "Exhibit A-Revised" and "Exhibit B-Revised" attached hereto.
2. Paragraphs 3, 4, 14(a), and 14(d) are hereby revised to reflect the payee as: Gary Jessen, 1762 Austin Lane, Fremont, NE 68025.
3. Paragraph 27 changed to "Social Security No: 505-50 9054"
4. All other terms and conditions of the Agreement remain unchanged and in full force and effect.
5. The parties hereto represent and warrant that they have the authority to execute this Amendment.

EFFECTIVE this 4th day of June, 2003.

OPTIONOR:

By: Alan Jessen
Alan Jessen

By: Gary Jessen
Gary Jessen

By: Betty Jean Jessen
Betty Jean Jessen

ESTATE OF GLEN JESSEN

By: Sharyl Jessen
Is: Co-Personal Representative
Sharyl Jessen

By: Charles Jessen
Is: Co-Personal Representative
Charles Jessen

OPTIONEE:

NEXTEL WFL LEASE CORP., d/b/a Nextel Partners

By: Dennis J. Swerland

Name: Dennis J. Swerland

Title: Assistant Secretary



1:56PM

No. 8617 P. 20

Site Name: Fremont South
NPT Site ID: NB108P / Jessen

Exhibit A-Revised

DESCRIPTION OF PARENT PARCEL

PARENT TRACT:

THE WEST HALF (1/2) OF THE SOUTHWEST QUARTER OF SECTION 29, TOWNSHIP 17, RANGE 8, SAUNDERS COUNTY, NEBRASKA, EXCEPT THAT PART OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 29, TOWNSHIP 17 NORTH, RANGE 8 EAST OF THE SIXTH PRINCIPAL MERIDIAN, SAUNDERS COUNTY, NEBRASKA, DESCRIBED AS BEGINNING AT THE SOUTHWEST CORNER OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 29: THENCE N00°00'00"E (ASSUMED BEARING), ON THE WEST LINE OF THE WEST HALF OF THE SOUTHWEST QUARTER, A DISTANCE OF 1281.40 FEET; THENCE S30°51'48"E, A DISTANCE OF 1275.27 FEET TO A POINT ON THE EAST LINE OF THE WEST HALF OF THE SOUTHWEST QUARTER; THENCE S00°11'23"W, ON THE EAST LINE OF THE WEST HALF OF THE SOUTHWEST QUARTER, A DISTANCE OF 481.00 FEET TO THE SOUTHEAST CORNER THEREOF; THENCE N80°44'15"W, ON THE SOUTH LINE OF THE WEST HALF OF THE SOUTHWEST QUARTER, A DISTANCE OF 987.58 FEET TO THE POINT OF BEGINNING.

Initials

aj
Alan Jessen

gj
Gary Jessen

bjg
Betty Jean Jessen

sj
Sheryl Jessen

gj
Gordon Jessen
Gordon Jessen Jr.

ds
Denise Swerlund

Site Name: Fremont South
NFI Site ID: NE1087/Jessen

Exhibit B-Revised

DESCRIPTION OR DEPICTION OF PREMISES

LEASE AREA TRACT

A TRACT OF LAND BEING LOCATED IN THE SOUTHWEST QUARTER OF SECTION 29, TOWNSHIP 17 NORTH, RANGE 8 EAST, SAUNDERS COUNTY, NEBRASKA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 29; THENCE S02°16'56"E ON THE WEST LINE OF SAID SOUTHWEST QUARTER A DISTANCE OF 451.75 FEET; THENCE N87°43'04"E A DISTANCE OF 383.00 FEET TO THE POINT OF BEGINNING OF SAID TRACT OF LAND; THENCE N02°16'56"W A DISTANCE OF 100.00 FEET; THENCE N87°43'04"E A DISTANCE OF 100.00 FEET; THENCE S02°16'56"E A DISTANCE OF 100.00 FEET; THENCE S87°43'04"W A DISTANCE OF 100.00 FEET TO THE POINT OF BEGINNING. CONTAINS 10.000 SQUARE FEET OR 0.23 ACRES MORE OR LESS.
END OF DESCRIPTION

ACCESS EASEMENT TRACT

A 20 FOOT WIDE STRIP OF LAND IN THE SOUTHWEST QUARTER OF SECTION 29, TOWNSHIP 17 NORTH, RANGE 8 EAST, SAUNDERS COUNTY NEBRASKA, THE CENTERLINE OF WHICH IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 29, THENCE S02°16'56"E ON THE WEST LINE OF SAID SOUTHWEST QUARTER A DISTANCE OF 401.75 FEET; THENCE N87°43'04"E A DISTANCE OF 18.95 FEET TO THE POINT OF BEGINNING OF THE CENTERLINE TO BE DESCRIBED; THENCE N87°43'04"E A DISTANCE OF 398.45 FEET; THENCE S02°16'56"E A DISTANCE OF 30.00 FEET TO THE TERMINUS POINT OF SAID CENTERLINE.
END OF DESCRIPTION

Initials

Alan Jessen

Gary Jessen

Betty Jean Jesse

Shary Jessen

Garden Jessen

Denise Sverlane

Site Name: Fremont South
NPI Site ID: NE108P / Jessen

SECOND AMENDMENT TO OPTION AND GROUND LEASE AGREEMENT

This Second Amendment to Option and Ground Lease Agreement (the "Amendment") is made by and between Alan Jessen, Gary Jessen, Betty Jean Jessen, and the Estate of Glen Jessen (deceased 5/16/03, 2003) ("Optionor") and Nextel WIP Lease Corp., a Delaware corporation, d/b/a Nextel Partners ("Optionee").

WHEREAS, on April 7, 2001, Optionee and Optionor entered into an Option and Ground Lease Agreement, as amended by that First Amendment to Option and Ground Lease dated as of June 4, 2003 (the "Agreement"), whereby Optionee was granted an Option to lease certain portions of the real property located in Saunders County, Nebraska (the "Premises"); and

WHEREAS, Optionor also leases portions of the Parent Parcel to a third party ("Tenant") for the sole purpose of crop cultivation; and

WHEREAS, Optionee has made arrangements directly with the Tenant to reimburse such Tenant for any crop damage caused by Optionee in exercising Optionee's rights under the Agreement, and the parties desire to amend the Agreement accordingly.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree to be legally bound by this Amendment as follows:

1. Paragraph 14 (d) is deleted in its entirety.
2. All other terms and conditions of the Agreement remain unchanged and in full force and effect.
3. The parties hereto represent and warrant that they have the authority to execute this Amendment.

EFFECTIVE this 9th day of August, 2003.
October

OPTIONOR:

By: Alan Jessen
Alan Jessen
By: Gary Jessen
Gary Jessen
By: Betty Jean Jessen
Betty Jean Jessen

ESTATE OF GLEN JESSEN

By: Sharyl Jessen
Its: Co-Personal Representative
Sharyl Jessen
By: Glen Jessen
Its: Co-Personal Representative
Glen Jessen
Glen Jessen

OPTIONEE:

NEXTEL WIP LEASE CORP., d/b/a Nextel
Partners

By: Denise J. Swerland
Name: Denise J. Swerland
Title: Assistant Secretary

THIRD AMENDMENT TO OPTION AND GROUND LEASE AGREEMENT

Site Name: Proponent South
Site ID #: NE108

This Third Amendment to Option and Ground Lease Agreement (the "Amendment") is made by and between Alan Jessen, Gary Jessen, and Betty Jean Jessen ("Optionor") and Wireless Land, L.P., a Texas limited partnership ("Optionee").

WHEREAS, on February 1, 2004 Optionor and Optionee, through a Memorandum of Assignment of Ground Lease from Wireless Solutions, LLC a Nevada limited liability company (Assignor) to Wireless Land, L.P., a Texas Limited Partnership (Assignee), as amended by that First and Second Amendment to Option and Ground Lease dated as of June 4, 2003 (the "Agreement"), whereby Optionee was granted an Option to lease certain portions of the real property located in Saunders County, Nebraska (the "Premises"); and

WHEREAS, Optionor desires to amend the Lease as follows, effective as of the date of this Amendment.

1. Amend the Lease to be made between Jessen Systems, LLC, a Nebraska limited liability company ("Optionor") and Wireless Land, L.P., a Texas limited partnership ("Optionee").
2. Paragraphs 3, 4, and 14(a) are hereby revised to reflect the payee as: Jessen Systems, LLC and mailed to c/o Gary Jessen, 1762 Austin Lane, Fremont, NE 68025.
3. Paragraph 27 changed to "Jessen Systems, LLC" and changed "Federal ID No. 72-1580032".

Reviso "If to Lessee to:" Wireless Land, LP, 2718 Fairmount Street, Dallas, TX 75201, attn: Lease Administrator.

4. All other terms and conditions of the Agreement remain unchanged and in full force and effect.
5. The parties hereto represent and warrant that they have the authority to execute this Amendment.

EFFECTIVE this day of January, 2005

OPTIONOR:

By: Alan Jessen
Alan Jessen

By: Gary Jessen
Gary Jessen

By: Betty Jean Jessen
Betty Jean Jessen

By: Carl R. Jessen
Carl R. Jessen

By: Amy H. Tordy
Amy H. Tordy

OPTIONEE:

WIRELESS LAND, L.P. a Texas
limited partnership

By: Stephen Rogers
Name: Stephen Rogers

Title: President

