

AGREEMENT FOR TOWER SPACE AND APPURTENANCES

Agreement made this day of _____, 200____ between the **City of Lincoln, Nebraska, a municipal corporation**, hereinafter "City" and **Verizon Wireless (VAW) LLC d/b/a Verizon Wireless**, hereinafter "Verizon Wireless".

1. Description of Premises. CITY grants to Verizon Wireless a license to occupy and use a certain parcel of real property and Tower situated thereon, located at Roper Park, Lincoln, NE, County of Lancaster (the Tower and the real property are, collectively, the "Property", and the specific portions of the Property occupied by Verizon Wireless exclusively are the "Premises"), all as shown on the attached Exhibit A which is incorporated herein by this reference.

2. Term of Agreement. The primary term ("Primary Term") of this License will be for ten years, and will commence upon execution of this Agreement by both parties (the "Commencement Date").

This Agreement may thereafter be renewed for three (3) additional terms (each a "Renewal Term") of five years each on the same terms and conditions herein. The Agreement shall automatically renew for the first Renewal Term, unless Verizon Wireless provides the City with a notice of intention not to renew not less than ninety (90) days prior to the expiration of the Initial Term. The second and third Renewal Terms shall require the mutual consent of Verizon Wireless and the City. The City represents that at the time it enters into this Agreement it has no present intention not to renew this Agreement for the second and third Renewal Terms.

The parties agree that this Agreement is irrevocable until it expires or terminates as provided herein.

3. Use of Premises. The Premises will be used for the purpose of installing, constructing, maintaining, repairing, operating, altering, inspecting, expanding, adding to and removing Verizon Wireless's communications equipment, including, but not limited to, the following:

a. Any and all antennas, dishes and/or grids as Verizon Wireless may deem appropriate, within a single eight-foot vertical area on the Tower with the centerline being at approximately 88 feet.

b. Transmission lines and mounting and grounding hardware.

c. One concrete pad and one communications compound ("Communications Compound") containing, without limitation, telecommunications equipment consisting of base station cabinets, wireless communication equipment, switches, power supplies, batteries, and accessories.

d. An emergency generator, if required by Verizon Wireless, (or other back up power source) to be located, at Verizon Wireless's option, for Verizon Wireless's use, within the Communications Compound, adjacent to the Communications Compound or within a separate area adjacent to the Communications Compound. The fuel tank for the generator (gasoline, diesel, butane, propane, LPG or other) may be located either inside or outside the Communications Compound, in accordance with applicable building codes.

e. Verizon Wireless shall have 24-hour 7 day a week access to the Premises. CITY 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. CITY shall be responsible for maintaining and repairing such roadway, at its sole expense, except for any damage caused by Verizon Wireless's use of such roadways.

For the purposes of this Agreement, all of Verizon Wireless's equipment, antennas, dishes, lines, switches, power supplies, batteries, Communications Compound, generator, generator shelter, accessories, and necessary appurtenances will be referred to herein collectively as the "Communications Facility." The concrete pad and Communications Facility shall be installed by Verizon Wireless.

Verizon Wireless shall submit the building plans to CITY who shall have fifteen (15) calendar days to accept or reject such plans and deliver such notice to Verizon Wireless in writing. Should the CITY fail to respond in writing to Verizon Wireless within such fifteen (15) day period, such plans shall be deemed approved. As soon as reasonably possible after CITY approves the building plans, Verizon Wireless shall construct and install, at Verizon Wireless's cost, the Communications Facility at the location depicted on Exhibit A, in accordance with the approved plans and specifications shown on Exhibit B. The Communications Facility may be installed by Verizon Wireless or by any of Verizon Wireless's agents or contractors. Verizon Wireless may make alterations to the Communications Facility from time to time as Verizon Wireless determines to be necessary or desirable, subject to the approval process described above, which approval will not be unreasonably withheld. Notwithstanding the foregoing, Verizon Wireless may repair, replace or install additional equipment without the prior written consent of the CITY to the extent such equipment will be located within the shelter on the Communications Compound.

Verizon Wireless may, at its own cost and expense, install, maintain and operate on the Tower or on the Premises, only the equipment necessary for the operation of the Communications Facility in accordance with the plans approved by CITY, as such plans may be amended from time to time for technological or capacity changes. Any damage to the Premises caused by the erection, operation and maintenance of the Communications Facility shall be at Verizon Wireless's sole expense. Verizon Wireless may run transmission lines between Verizon Wireless's equipment and Verizon Wireless's antennas, dishes and grids.

All work to be performed on the Premises and any easement area shall be performed in a good and workmanlike manner, and in accordance with all applicable

governmental laws, ordinances, regulations and codes. Verizon Wireless shall obtain all permits necessary for such construction. Any contractor performing work on the Premises shall furnish a payment bond, with corporate surety licensed to do business in the State of Nebraska, in the full amount of the cost of such improvements, showing CITY as the beneficiary thereon. All such contractors shall carry statutory worker's compensation insurance and liability insurance with limits of not less than One Million Dollars (\$1,000,000).

4. Other Licenses and Permits. Verizon Wireless shall secure from the proper governmental authorities all licenses and permits required by law for the erection, maintenance and operation of the structures and appurtenances thereto including the Communications Compound, before construction of the Communications Facility.

5. Ownership of Tower. The ownership of the real property and Tower is in the CITY. CITY shall bear all risk of loss and responsibility to maintain the real property and Tower. If the Tower is destroyed or extensively damaged within any term of this Agreement, the Tower may be replaced by CITY at its expense. If the City does not choose to replace the Tower in a timely manner, Verizon Wireless may terminate this Agreement. The City shall bear no obligation or responsibility for any losses to the Communication Facility if the Tower is destroyed by an act of nature or by acts beyond the City's control.

6. Fees. Verizon Wireless shall pay to CITY a license fee to occupy and use the Premises ("License Fee"). Beginning on the Commencement Date and continuing thereafter for the duration of the Primary Term, if applicable, and any Renewal Term, the annual License Fee shall be \$23,000 payable in twelve equal monthly installments of \$1916.66 in advance on or before the first day of each and every calendar month. The annual License Fee in each succeeding year of the Primary Term and any Renewal Term, if applicable, shall be **103%** of the License Fee in effect during the immediately preceding lease year, paid monthly (the "Percentage Increase") (for example, and by way of illustration only, if the Percentage Increase of 103% is used and the prior year's License Fee was \$1000, the next year's License Fee would be \$1030). The License Fee for any period during the term of this Agreement that is less than one (1) year will be prorated. All payments shall be made payable to and mailed to the following address:

City of Lincoln
City Treasurer
575 S. 10th
Lincoln, NE, 68508

7. Access to CITY Property. It is acknowledged that the Tower and appurtenances thereto are constructed on CITY property which is a vital part of CITY's operations. Verizon Wireless shall operate their appurtenances to the Tower thereto on the licensed Premises in such a manner so that the operation does not interfere with CITY's current operations on its property nor will it interfere with access to the property by CITY personnel, agents or contractors. Verizon Wireless agrees to comply with any rules, regulations, and procedures that may be adopted by CITY from time to time to provide reasonable security

measures to protect the Premises and CITY. CITY retains the right to use the Property at any time in connection with the need of CITY to provide service to its customers. CITY will endeavor to do so in such a manner so as to not interfere with Verizon Wireless's use of the Premises. CITY retains the right to use the Property in any ways that do not interfere with Verizon Wireless's uses.

8. Taxes. Since the real property is owned and used by a governmental entity (CITY), it is potentially tax exempt. Verizon Wireless shall be responsible for and pay all taxes before any penalties or interest that shall accrue on the Communications Facilities, as an additional license fee, if taxes are subsequently levied against the Communications Facilities. Verizon Wireless will be responsible for payment of all personal property taxes assessed directly upon and arising solely from its possession or use of the Communications Facility or Premises. Verizon Wireless shall have the right, at its sole option, and at its sole cost and expense, to appeal, challenge or seek modification of any personal property tax assessment or billing for which Lessee is wholly or partly responsible for payment under this Agreement.

9. Payment of Utilities. Verizon Wireless shall have the right to draw telco, electricity and other utilities from the existing utilities on the Property or obtain separate utility service from any utility company that will provide service to the Premises (including a standby power generator for Verizon Wireless's exclusive use). Verizon Wireless shall fully and promptly pay for all utility service of every kind furnished to the licensed Premises throughout the license term. CITY shall not be liable for any damage to equipment or loss of revenue to Verizon Wireless resulting from the interruption of utility services unless due to the negligent or intentional acts of City. All fees due under this Agreement shall continue notwithstanding any interruption of power or other required utility facilities, except for the willful act or negligence of CITY.

10. Maintenance of Licensed Premises. CITY will maintain the Tower in a proper operating and safe condition. All costs associated with the maintenance and repair of the Tower, including painting, will be paid by CITY, unless the damage to the Tower is caused by Verizon Wireless, in which case Verizon Wireless shall repair such damage or, at Verizon Wireless's option, reimburse CITY for the costs and expenses incurred by CITY to repair the damage.

Verizon Wireless shall, throughout the term of this license, at its own cost and expense, keep and maintain the Communications Facilities and all appurtenances thereto including all constructed improvements in good, sanitary, lawful and neat order, condition and repair, excluding any of CITY's property and equipment from the licensed Premises, and Non-Antenna Appurtenances. Any landscaping of the Premises required as a result of the installation of Verizon Wireless's Communications Facilities or required by the City of Lincoln or any other appropriate governmental authority, including all necessary maintenance, shall be done by the CITY and Verizon Wireless shall reimburse the CITY for its proportionate share of all such reasonable expenses. Neither Verizon Wireless nor any other party shall be allowed to display any signage or advertisement on the Tower, on any building within the Premises or anywhere on the Premises, except as required by law. Verizon Wireless shall take all reasonable necessary

measures and precautions to prevent unauthorized persons access to the Premises, buildings located on the Premises and to the Tower.

11. Liability. CITY shall not be liable for damage to Verizon Wireless's improvements or for any loss or damage to any vehicles parked upon the licensed Premises, except for the negligent or willful act of CITY. Verizon Wireless shall at all times during the term of this license keep in full force and effect, a commercial general liability policy with Two Million Dollars (\$2,000,000.00) combined single limit coverage for bodily injury and property damage, naming CITY as an additional insured on such policy. The CITY may adjust the required amounts of such insurance during the term of the Agreement in conjunction with changes in the amounts recoverable under state law, but in no event in an amount greater than Five Million Dollars (\$5,000,000.00) without the agreement of Verizon Wireless. Verizon Wireless shall furnish CITY with a certificate of such insurance policy which shall contain a provision for thirty (30) days written notice of cancellation to CITY. Any contractor or subcontractor performing work on the Premises for or on behalf of Verizon Wireless shall carry statutory workers' compensation insurance, comprehensive general liability and automobile insurance with limits of not less than One Million Dollars (\$1,000,000.00).

12. Modular Building. Verizon Wireless may erect, at its own cost and expense, one modular building on the Premises, which shall be maintained, repaired and secured by Verizon Wireless. The modular building must be constructed according to the applicable laws and regulations of the State of Nebraska. The plans for and location of the modular equipment building on the Premises must be approved in advance by CITY before the same can be placed on the Premises, such approval to be obtained in the manner set forth in paragraph 3 above. At the time this Agreement is terminated, Verizon Wireless shall have ninety (90) days thereafter to remove the modular building from the Premises. The City and Verizon Wireless may choose to jointly develop a building which may be used by other providers, as determined by the City.

13. Indemnification. To the fullest extent permitted by law, Verizon Wireless shall indemnify and Hold Harmless the City, its officers, agents and employees from and against claims, damages, losses and expenses, including but not limited to reasonable attorneys' fees, arising out of or resulting from Verizon Wireless's use and occupation of the Premises, that results in any claim for damage whatsoever, including without limitation, any bodily injury, sickness, disease, death, or any injury to or destruction of tangible or intangible property, including any loss of use resulting therefrom that is caused in whole or in part by Verizon Wireless or anyone directly or indirectly employed by Verizon Wireless, or anyone for whose acts any of them may be liable. This section shall not require Verizon Wireless to indemnify or Hold Harmless the City for any losses, claims, damages, and expenses arising out of or resulting from the negligence or willful acts of the City. The City shall indemnify and hold Verizon Wireless harmless, to the extent allowed by Nebraska law, from and against any loss, damage, or injury caused by, or on behalf of, or through the fault of the City. Nothing in this Agreement shall require either party to indemnify the other party against such other party's own willful acts or negligence.

14. Assignment, Renting or Leasing Space. Verizon Wireless shall have the right to sublicense or assign its rights under this Agreement to any party affiliated, under common control or otherwise related to Verizon Wireless, successor legal entities or any party acquiring substantially all the assets of Verizon Wireless in the market in which the Premises is located (the "Control Group") without the consent of CITY. Verizon Wireless may sublicense or assign its rights under this Agreement to any other entity with CITY's consent, which will not be unreasonably withheld, delayed or conditioned; provided, however, such assignment or sublicense shall not relieve Verizon Wireless of any of its liability or responsibility hereunder. Notwithstanding anything to the contrary contained in this Agreement, Verizon Wireless may assign, mortgage, pledge, hypothecate or otherwise transfer without consent its interest in this Agreement to any financing entity, or agent on behalf of any financing entity to whom Verizon Wireless (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.

15. Events of Default. Default shall occur if any one or more of the following events shall happen:

a. Verizon Wireless shall default in the punctual payment of the License Fee and such default shall continue for thirty (30) days after receipt of written notice from CITY; or

b. If either party shall neglect or fail to perform or observe any of the material provisions of this Agreement, and such failure is not cured within thirty (30) days after receipt of written notice thereof from the other party, the other party may, at its option, 1) cure the failure at the defaulting party's expense, or 2) terminate this Agreement. If any such default cannot reasonably be cured within thirty (30) days, the defaulting party will not be deemed to be in default under this Agreement if it commences curing such default within the thirty (30) day period and thereafter diligently pursues such cure to completion.

16. Environmental Laws. Verizon Wireless warrants and agrees that it will conduct its activities on the property in compliance with all applicable environmental laws. CITY represents, warrants and agrees that it has in the past and will in the future conduct its activities on the property in compliance with all applicable environmental laws and that the property is free of hazardous substance as of the date of this Agreement.

CITY shall be responsible for, and shall promptly conduct any investigation and remediation as required by any applicable law, of all spills or other releases of hazardous substance, that have occurred or which may occur on the property caused or attributable to the actions of the CITY. To the extent permitted by Nebraska law, CITY agrees to defend, indemnify and hold Verizon Wireless harmless from and against any and all claims, causes of action, demands and liability including, but not limited to, damages, costs, expenses, assessments, penalties, fines, losses, judgments and attorneys fees that Verizon Wireless may suffer due to the existence or discovery of any hazardous substance on the property or the

migration of any hazardous substance to other properties or releases into the environment to the extent the same are not otherwise directly attributable to Verizon Wireless's activities on the Premises; and/or arising from any breach of any representation, warranty or agreement contained in this paragraph.

Verizon Wireless agrees to defend, indemnify and hold CITY harmless from and against any and all claims, causes of action, demands and liability including, but not limited to, damages, costs, expenses, assessments, penalties, fines, losses, judgments and attorneys fees that CITY may suffer due to the existence or discovery of any hazardous substance on the property or the migration of any hazardous substance to other properties or releases into the environment directly attributable to Verizon Wireless's activities on the property.

The indemnification in this section specifically include without limitation costs incurred in connection with any investigation of site conditions or any cleanup, remedial, removal or restoration work required by any governmental authority.

17. Nebraska Law. This Agreement shall be construed and enforced in accordance with the laws of the State of Nebraska and any legal action brought in respect thereto shall be brought either in the state courts of the State of Nebraska located in Lincoln, Nebraska, or if applicable, in the United States District Court located in Lincoln, Nebraska.

18. Binding Effect. This Agreement shall inure to the benefit and be binding upon CITY and Verizon Wireless, their respective successors or assigns.

19. Interference. Verizon Wireless shall at all times pertinent hereto be responsible for the proper operation of its equipment located on the Premises and shall make certain that the same complies with all pertinent laws, rules and regulations of any applicable governmental authority. In the event that Verizon Wireless's equipment causes measurable interference with any of CITY's equipment or to any communications facilities of a third party including the public that existed on the Premises prior to the date of this Agreement, Verizon Wireless, upon notice received of the measurable interference, shall take all steps necessary to correct and eliminate the interference as soon as possible and shall take all necessary precautions and corrective action needed to prevent the reoccurrence of the interference.

Notwithstanding the foregoing, the parties intend to be bound by the principles, rules and regulations governing interference as promulgated by the Federal Communications Commission ("FCC"). CITY will not use, and will not allow its tenants to use, the Tower or property in any manner which will limit, impair or restrict the use or operations of the Communications Facility or allow any use which could cause any destructive or conflicting interference with the Communications Facility. If any measurable interference shall result from the operation of any transmitters, equipment, antennae, dishes or other equipment or devices to the Communications Facility, then CITY shall immediately cause such operations to cease until such interference is eliminated, provided that to do so would not jeopardize, compromise, limit, impair, or otherwise interfere with CITY's use of its Property. If CITY is unable to cure such

interference within thirty (30) days of Verizon Wireless's demand, in addition to all rights at law and/or in equity, Verizon Wireless may terminate this Agreement without penalty.

20. Additional Licenses. Verizon Wireless acknowledges the right and authority of CITY to grant and lease or license additional licenses for telecommunications equipment and appurtenances thereto of other users on CITY's Tower so long as such grant and lease or license does not interfere with Verizon Wireless's use of the Premises.

21. Entire License Agreement. This Agreement contains the entire understanding of the parties hereto with respect to the conditions of this Agreement and supersedes all prior agreements and understandings between the parties with respect to such subject matter. The representations, warranties, undertakings, or promises, whether oral, implied, written, or otherwise, have been made by either party hereto to the other unless expressly stated in this Agreement or unless mutually agreed to in writing between the parties hereto after the date hereto, and neither party has relied on any verbal representation, agreements, or undertakings not expressly set forth herein.

22. 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 sent by overnight carrier, to the following addresses:

CITY: City of Lincoln
City Treasurer
575 S. 10th
Lincoln, NE, 68508

With a copy to: Steven Huggenberger
Assistant City Attorney
575 S. 10Th / Room 4201
Lincoln, Nebraska 68508

Verizon Wireless: Verizon Wireless (VAW) LLC
d/b/a Verizon Wireless
180 Washington Valley Road
Bedminster, NJ 07921
Attn: Network Real Estate

A party may change its address to which any notice or demand may be given by thirty (30) days advance written notice thereof to the other party.

23. Contingencies. This Agreement and Verizon Wireless's obligations hereunder are expressly contingent upon the following:

a. Verizon Wireless's satisfaction with the status of title to the Premises and, at Verizon Wireless's option and its expense, Verizon Wireless's receipt of a licensehold title insurance policy insuring its license interest in the Premises, in form and substance satisfactory to Verizon Wireless. CITY shall execute the standard form of title company affidavit in order to enable Verizon Wireless to obtain title insurance on the Premises free and clear of all exceptions other than those which have been disclosed in writing to Verizon Wireless and which do not interfere with Verizon Wireless's use of the Premises; and

b. Verizon Wireless's satisfaction, within the first year of the Agreement, in its sole and absolute discretion, with the feasibility of engineering, installing, constructing and operating the Communication's Facility; and Verizon Wireless's receipt of all necessary or appropriate building and construction permits and all licenses, permits, approvals and consents from all applicable governmental authorities necessary or appropriate for Verizon Wireless to use and operate the Communications Facility on the Premises.

Verizon Wireless is hereby given the right to survey, soil test, radio coverage test, and to conduct any other investigations needed to determine if the surface and location of the Premises are suitable for Verizon Wireless's use intended by this Agreement.

24. Termination. In addition to other rights to terminate contained herein, Verizon Wireless may terminate this Agreement at any time by notice to CITY without further liability if:

a. Verizon Wireless does not obtain all permits or other approvals (collectively, "approval") required from any governmental authority or any easements required from any third party to operate the Communications Facility, or if any such approval is canceled, expires or is withdrawn or terminated; or

b. CITY fails to have proper ownership of the Premises or authority to enter into this Agreement; or

c. Verizon Wireless is no longer able to operate the Communications Facility due to an action by the FCC, such as a takeback in channels or change in frequencies.

Upon termination, all prepaid License Fees will be retained by CITY unless such termination is due to CITY's failure of proper ownership or authority, or such termination is a result of CITY's default. Additionally, upon termination or non-renewal Verizon Wireless must remove its antenna arrays and platforms that it owns from the Tower within ninety (90) days after the expiration of this Agreement. Failure to so remove the antenna arrays and platforms will, at the City's option, 1) result in the same being owned by CITY; or 2) result in the same being removed by the City at Verizon Wireless's cost.

25. Waiver of CITY's Lien.

a. CITY waives any lien rights it may have concerning the Communications Facility which is deemed Verizon Wireless's personal property and not fixtures, and Verizon Wireless has the right to remove the same at any time without CITY's consent.

b. CITY acknowledges that Verizon Wireless has entered into a financing arrangement including promissory notes and financial and security agreements for the financing of the Communications Facilities (the "Collateral") with a third party financing entity (and may in the future enter into additional financing arrangements with other financing entities). In connection therewith, CITY (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 License Fees due or to become due and that such Collateral may be removed at any time without recourse to legal proceedings.

26. Warranty of Title and Quiet Enjoyment.

a. CITY warrants that: (i) CITY owns the real property in fee simple and owns the Tower and has rights of access thereto, no additional ground lease, easement or consent is required from any third party for use of, or access to, the Property; (ii) the Property is free and clear of all liens, encumbrances and restrictions that would prohibit or interfere with Verizon Wireless's permitted use; (iii) CITY has full right to make and perform this Agreement; and (iv) CITY covenants and agrees with Verizon Wireless that upon Verizon Wireless paying the License Fees and observing and performing all the terms, covenants and conditions on Verizon Wireless's part to be observed and performed, Verizon Wireless may peacefully and quietly enjoy the Premises. CITY agrees to indemnify and hold harmless Verizon Wireless from any and all claims on Verizon Wireless's leasehold interest.

b. CITY further warrants that the Tower and real property are in compliance with all current State Historical Preservation Office (SHPO) requirements. CITY agrees to indemnify and hold harmless Verizon Wireless from any and all claims and/or notices of non-compliance brought against CITY for any breach by CITY of this warranty, and CITY agrees to allow Verizon Wireless to continue to quietly enjoy the use of the Premises while CITY remedies any such non-compliance, or at Verizon Wireless's option, it may terminate this Agreement.

27. Tower Marking and Lighting Requirements. CITY acknowledges that it, and not Verizon Wireless, shall be responsible for compliance with all Tower marking and lighting requirements of the Federal Aviation Administration ("FAA") and the FCC. CITY shall indemnify and hold Verizon Wireless harmless from any fines or other liabilities caused by CITY's failure to comply with such requirements. Should Verizon Wireless be cited by either the FCC or FAA because the Tower is not in compliance and, should CITY fail to cure the conditions of noncompliance within the time frame allowed by the citing agency, Verizon Wireless may either terminate this Agreement immediately on notice to CITY or proceed to cure

the conditions of noncompliance at CITY's expense, which amounts may be deducted from the License Fees.

28. Miscellaneous. (a) 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; (b) This Agreement shall be binding on and inure to the benefit of the successors and permitted assignees of the respective parties; (c) CITY acknowledges that a Memorandum of Agreement in the form annexed hereto as Exhibit C will be recorded by Verizon Wireless in the official records of the County where the Premises is located. CITY agrees to sign all necessary and appropriate documents to facilitate the filing of the Memorandum of Agreement. In the event the Property is encumbered by a mortgage or deed of trust, CITY agrees to obtain and furnish to Verizon Wireless a non-disturbance and attornment instrument for each such mortgage or deed of trust; (d) 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 condition, delay or withhold its approval or consent; and (e) This Agreement may be executed in duplicate counterparts, each of which shall be deemed an original.

29. Flags. In the event that the first provider at this site discontinues providing flags for this flagpole tower application, then Verizon Wireless shall continuously provide the flags to be used at this location on the flagpole tower. Whenever the Verizon Wireless is notified by the City that the existing flag shall be replaced, they shall immediately replace the flag.

[SIGNATURES APPEAR ON NEXT PAGE]

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.

CITY OF LINCOLN, NEBRASKA

By: _____
Mayor Coleen Seng

Date: _____

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

By: *H. Bower*

Name: Howard H. Bower
Title: Midwest Area Vice President - Network

Date: 2/27/06

ACKNOWLEDGMENTS

STATE OF NEBRASKA)

COUNTY OF LANCASTER)

I, the undersigned, a notary public in and for the State and County aforesaid, do hereby certify that Coleen J. Seng, as Mayor for the City of Lincoln, known to me to be the same person whose name is subscribed to the foregoing Agreement, appeared before me this day in person and acknowledged that, pursuant to her authority, she signed the said Agreement as her free and voluntary act for the uses and purposes therein stated.

Given under my hand and seal this ____ day of _____, 200__.

Notary Public

My commission expires _____

STATE OF INDIANA)

COUNTY OF HAMILTON)

I, the undersigned, a notary public in and for the State and County aforesaid, do hereby certify that Howard H. Bower, the Midwest Area Vice President - Network of Verizon Wireless (VAW) LLC d/b/a Verizon Wireless, known to me to be the same person whose name is subscribed to the foregoing Agreement, appeared before me this day in person and acknowledged that, pursuant to his authority, he signed the said Agreement as his free and voluntary act on behalf of the named corporation, for the uses and purposes therein stated.

Given under my hand and seal this 27th day of February, 2006.

Tamara L. Grant

Notary Public

My commission expires Jul 12 08

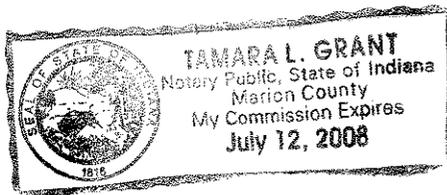


EXHIBIT A

PROPERTY:

Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11 and 12, Block 35, Lincoln Heights, Lincoln, Lancaster County, Nebraska, together with the vacated East-West alley.

PREMISES:

To be described and replaced upon survey

ACCESS AND UTILITY EASEMENTS:

To be described and replaced upon survey

SITE ADDRESS:

3425 N. 8th St., Lincoln, NE 68521

SITE PLAN

(See Attached)

EXHIBIT B

SITE: Townes Site #: _____ FCC REGISTRATION # _____

TENANT NAME: Verizon Wireless (VAW) LLC d/b/a Verizon Wireless

ANTENNA INFORMATION

FCC Call Letters: KNLH675 Type of Modulation or other Emissions: _____

Type of antenna: Panel Make: Antel

Model: BXA-185060/12_2FP # of antennas 3 Weight: lbs. Each Height: 14.88 lbs

Usage: Transmit only _____ Receive only _____ Transmit & Receive XX

Effective Radiated Power; _____

Operating Frequency: TX: 1945-1950 MHz

RX: 1865-1870 MHz

Mounting Height & Mounting Orientation: Mounting height at 88' with azimuths of 0°, 120°, 240°

Transmission line Mfg. & Type No: LUCENT- MOD 4.0

Outside Diameter: _____ Length: _____

TENANT'S Equipment:

Building or Cabinet: (Underline One)

Size: _____

Type: _____

Location: As depicted on attached drawing

Transmitted Rated Power of BTS: _____

Amount of Land required for building or cabinet: _____

Is Emergency Power provided by LANDLORD: _____ YES XX NO

NOTE: THIS EXHIBIT B SHALL BE REPLACED WITH APPROVED PLANS AND SPECIFICATIONS PURSUANT TO SECTION 3 OF THIS AGREEMENT.

EXHIBIT C

Memorandum of Agreement

CLERK: Please return this document to:
Verizon Wireless (VAW) LLC d/b/a Verizon Wireless

STATE OF NEBRASKA
COUNTY OF LANCASTER

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement is entered into on this ____ day of _____, 200 ____, by and between City of Lincoln, Nebraska, a municipal corporation, with an office at City Treasurer, 575 S. 10th, Lincoln, NE, 68508, (hereinafter referred to as "Grantor"), and Verizon Wireless (VAW) LLC d/b/a Verizon Wireless with an office at 180 Washington Valley Road, Bedminster, NJ 07921 (hereinafter referred to as "Grantee").

1. Grantor and Grantee entered into an AGREEMENT FOR TOWER SPACE AND APPURTENANCES ("Agreement") on the ____ day of _____, 200 ____, for the purpose of installing, operating and maintaining a radio communications facility and other improvements. All of the foregoing are set forth in the Agreement.
2. The initial term of the Agreement is for (ten) 10 years commencing on _____, 200 ____, ("Commencement Date"), and ending on the tenth (10th) anniversary of the Commencement Date, with three (3) additional five (5) year options to renew.
3. The Property which is the subject of the Agreement is described in Exhibit A annexed hereto. The portion of the Property being licensed to Grantee (the "Premises") is described in Exhibit B annexed hereto.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Agreement as of the day and year first above written.

GRANTOR:
CITY OF LINCOLN

GRANTEE:
VERIZON WIRELESS (VAW) LLC d/b/a
VERIZON WIRELESS

By: _____

By: _____

Name: _____

Name: Howard H. Bower

Title: _____

Title: Midwest Area Vice President - Network

Date: _____

Date: _____

STATE OF NEBRASKA)

COUNTY OF LANCASTER)

I, the undersigned, a notary public in and for the State and County aforesaid, do hereby certify that Coleen J. Seng, as Mayor for the City of Lincoln, known to me to be the same person whose name is subscribed to the foregoing Agreement, appeared before me this day in person and acknowledged that, pursuant to her authority, she signed the said Agreement as her free and voluntary act for the uses and purposes therein stated.

Given under my hand and seal this ____ day of _____, 200__.

Notary Public

My commission expires _____

STATE OF INDIANA)

COUNTY OF HAMILTON)

I, the undersigned, a notary public in and for the State and County aforesaid, do hereby certify that Howard H. Bower, the Midwest Area Vice President - Network of Verizon Wireless (VAW) LLC d/b/a Verizon Wireless, known to me to be the same person whose name is subscribed to the foregoing Agreement, appeared before me this day in person and acknowledged that, pursuant to his authority, he signed the said Agreement as his free and voluntary act on behalf of the named corporation, for the uses and purposes therein stated.

Given under my hand and seal this ____ day of _____, 200__.

Notary Public

My commission expires _____

EXHIBIT A

To the Memorandum of Agreement between City of Lincoln, Nebraska, a municipal corporation,
as Licensor, and Verizon Wireless

DESCRIPTION OF PROPERTY

Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11 and 12, Block 35, Lincoln Heights, Lincoln, Lancaster
County, Nebraska, together with the vacated East-West alley.

EXHIBIT B

To the Memorandum of Agreement between City of Lincoln, Nebraska, a municipal corporation, as Licensor, and Verizon Wireless, as Licensee.

DESCRIPTION OF PREMISES

A 25 foot by 45 foot Lease Area and a 10 foot wide Utility Easement situated in Lots 11 and 12, Block 25, and Lots 2, 3, and 4. Block 35, LINCOLN HEIGHTS ADDITION TO LINCOLN NEBRASKA, Lancaster County, Nebraska, more particularly described as follows:

Commencing at the Intersection of 9th Street and Groveland Street, as streets presently exist (fnd. 5/8" Iron Bar), said point bears South 88°27'10" West, a distance of 329.55 feet (330.00' platted) from the intersection of 10th Street and Groveland Street, as streets presently exist (fnd. 5/8" Iron Bar), and bears North 01°31'49" West, a distance of 329.80 feet (330.00' platted) from the intersection of 9th Street and Judson Street, as streets presently exist (fnd. 5/8" Iron Bar); thence North 82°21'47" West, a distance of 404.74 feet to the POINT OF BEGINNING of said 25 foot by 45 foot Lease Area, said point bears North 24°46'48" East, a distance of 217.64 feet from an existing telecommunications tower (flag pole); thence South 88°19'56" West, a distance of 5.00 feet to a point hereafter referred to as Point "A"; thence continuing South 88°19'56" West, a distance of 20.00 feet; thence North 01°40'04" West, a distance of 45.00 feet; thence North 88°19'56" East, a distance of 25.00 feet; thence South 01°40'04" East, a distance of 45.00 feet to the POINT OF BEGINNING. Containing 1,125 square feet, more or less.

Together with a 10 foot wide Utility Easement, lying 5.00 feet on each side of the following described centerline:

BEGINNING at aforesaid Point "A"; thence South 01°32'50" East, a distance of 15.22 feet; thence South 88°19'56" West, a distance of 39.97 feet; thence South 01°17'08" West, a distance of 194.81 feet; thence South 88°11'43" West, a distance of 41.40 feet; thence North 03°33'25" West, a distance of 15.01 feet to the POINT OF TERMINATION. Containing 3,064 square feet, more or less.

RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:

STINSON MORRISON HECKER LLP
1201 Walnut, Suite 2600
Kansas City, Missouri 64106
Attention: Catherine A. Huntley
Site Name: (LINQ Townes)

(Space above this line for Recorder's use.)

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement is entered into on this ____ day of _____, 200 ____, by and between City of Lincoln, Nebraska, a municipal corporation, with an office at City Treasurer, 575 S. 10th, Lincoln, NE, 68508, (hereinafter referred to as "Grantor"), and Verizon Wireless (VAW) LLC d/b/a Verizon Wireless with an office at 180 Washington Valley Road, Bedminster, NJ 07921 (hereinafter referred to as "Grantee").

1. Grantor and Grantee entered into an AGREEMENT FOR TOWER SPACE AND APPURTENANCES ("Agreement") on the ____ day of _____, 200 ____, for the purpose of installing, operating and maintaining a radio communications facility and other improvements. All of the foregoing are set forth in the Agreement.
2. The initial term of the Agreement is for (ten) 10 years commencing on _____, 200 ____, ("Commencement Date"), and ending on the tenth (10th) anniversary of the Commencement Date, with three (3) additional five (5) year options to renew.
3. The Property which is the subject of the Agreement is described in Exhibit A annexed hereto. The portion of the Property being licensed to Grantee (the "Premises") is described in Exhibit B annexed hereto.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Agreement as of the day and year first above written.

GRANTOR:

CITY OF LINCOLN

GRANTEE:

VERIZON WIRELESS (VAW) LLC d/b/a
VERIZON WIRELESS

By: _____

Name: _____

Title: _____

Date: _____

By:  _____

Name: Howard H. Bower

Title: Midwest Area Vice President - Network

Date: 2/27/06

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STATE OF NEBRASKA)

COUNTY OF LANCASTER)

I, the undersigned, a notary public in and for the State and County aforesaid, do hereby certify that Coleen J. Seng, as Mayor for the City of Lincoln, known to me to be the same person whose name is subscribed to the foregoing Agreement, appeared before me this day in person and acknowledged that, pursuant to her authority, she signed the said Agreement as her free and voluntary act for the uses and purposes therein stated.

Given under my hand and seal this ____ day of _____, 200__.

Notary Public

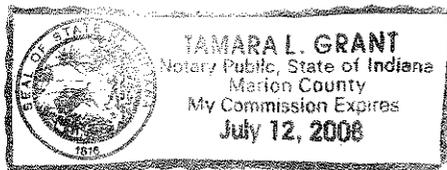
My commission expires _____

STATE OF INDIANA)

COUNTY OF HAMILTON)

I, the undersigned, a notary public in and for the State and County aforesaid, do hereby certify that Howard H. Bower, the Midwest Area Vice President - Network, of Verizon Wireless (VAW) LLC d/b/a Verizon Wireless known to me to be the same person whose name is subscribed to the foregoing Agreement, appeared before me this day in person and acknowledged that, pursuant to her authority, she signed the said Agreement as her free and voluntary act on behalf of the named corporation, for the uses and purposes therein stated.

Given under my hand and seal this 27th day of February, 2006.



Tamara L. Grant
Notary Public

My commission expires JUL 12 '06

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