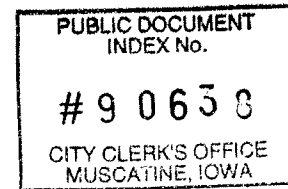


SITE NAME: Downtown Muscatine, IA  
SITE NUMBER: 127784  
ATTY/DATE: Edmund Carroll 12/1/08



**FIRST AMENDMENT**  
**TO**  
**LEASE AGREEMENT**

This First Amendment to Lease Agreement is made this 4<sup>th</sup> day of December 2008 ("First Amendment") between **IOWA RSA NO. 4 LIMITED PARTNERSHIP** d/b/a Verizon Wireless, by GTE Wireless of the Midwest Incorporated, its General Partner (hereinafter referred to as the "Lessee"), with its principal office located at One Verizon Way, Mail Stop 4AW100, Basking Ridge, NJ 07920 (telephone number: 866-862-4404), and the **CITY OF MUSCATINE, IOWA**, an Iowa municipal corporation (hereinafter referred to as the "Lessor").

**FIRST:** This First Amendment is an amendment to a certain Lease Agreement between Lessor and Lessee dated September 21, 2000 (the "Lease"). For the mutual benefit of both parties, Lessor and Lessee have agreed to allow Lessee to modify its Facilities and the Leased Space by adding an ice bridge and concrete pad and generator on the Property and related improvements to the Leased Space. Unless the context requires otherwise, capitalized terms used herein shall have the meanings set forth or as referenced in the Lease.

**SECOND:** The annual rent, as described in the Lease, is increased by Six Thousand and 00/100 dollars (\$6,000) above the current annual rent payment obligation that exists prior to the execution of this First Amendment. The increase to the annual rental shall commence on the date of execution by both parties either on (i) the first day of the month in which this First Amendment is fully executed (if it is fully executed on or between the first and fifteenth day of the month), or (ii) the first day of the month following the month in which this Amendment is fully executed (if it is fully executed on or between the sixteenth and last day of the month). Lessor and Lessee acknowledge and agree that additional rental payment shall not actually be sent by Lessee until thirty (30) days after the full execution of the First Amendment. By way of illustration of the preceding sentence, if the date of the full execution is January 1, Lessee shall send to the Lessor the rental payments for January 1 and February 1 by February 1.

Upon agreement of the parties, Lessee may pay rent by electronic funds transfer and in such event, Lessor agrees to provide to Lessee bank routing information for such purpose upon request of Lessee.

**THIRD:** The second WHEREAS section of the Lease is hereby deleted in its entirety and replaced with the following:

WHEREAS, Lessee desires to lease a portion of the Property for (a) the placement and operation of Lessee's communications equipment situated on Lessor's communications tower (the "Tower") more particularly described on **Exhibit "B"** attached hereto and made a part hereof; (b) the placement and operation of Lessee's communications equipment and related improvements situated in the basement of Lessor's police station building (the "Building") in the room referred to and shown on **Exhibit "E-1"** attached hereto and made a part hereof; and (c) the placement and operation of Lessee's communications equipment and related improvements situated on the exterior space adjoining the Building shown on **Exhibit "C-2"** attached hereto and made a part hereof (all

of such communications equipment and related improvements of Lessee are collectively, the "Facilities"); and

**FOURTH:** Section 1 of the Lease is hereby deleted in its entirety and replaced with the following:

1. **PREMISES.** Lessor hereby leases to Lessee a portion of the Property to install and operate its Facilities, which portion consists of (a) space on the Tower at the centerline of 160 feet (the "Tower Space"); (b) approximately 400 square feet in a room in the basement of the Building referred to and shown on **Exhibit "E-1"** (the "Interior Space"); and (c) a 4 feet by 8 feet parcel of land and the designated space for Lessee's other improvements shown on **Exhibit "C-2"** (the "Exterior Space"), together with the non-exclusive right (the "Ingress Right of Way") for ingress and egress from a public right-of-way, seven (7) days a week, twenty four (24) hours a day (subject to the advance notice, escort and supervision procedures of Section 10 of the Lease), over the Property and in and through the Building to and from the Leased Space (as hereinafter defined) for the purpose of installation, operation and maintenance of communications equipment; the right and sufficient space for the installation and maintenance of wires, cables, conduits and pipes (the "Cabling Space") running between or amid the Interior Space, Exterior Space and Tower Space and either shown on the exhibits hereto or previously determined during the Initial Term; and the right to install, maintain, replace and repair wires, cables, conduits and pipes over, under and along an existing right of way (the "Utilities Right of Way") extending from the nearest public right-of-way to and from the Leased Space. The Tower Space, Interior Space, Exterior Space, Ingress Right of Way, Cabling Space and Utilities Right of Way are hereinafter collectively referred to as the "Leased Space" and are either shown on **Exhibit "C-1"** through **Exhibit "C-3,"** and **Exhibit "E-1,"** through **Exhibit "E-3"** attached hereto and made a part hereof or have been previously determined during the Initial Term. If there are not sufficient electric and telephone utility sources located within the Building, Lessor agrees to grant Lessee or the local utility provider the right to install such utilities on, over and/or under the Property and through the Building necessary for Lessee to operate its communications facility, provided the location of such utilities shall be reasonably designated by Lessor. Further, in the event any public utility is unable to use the Utilities Right of Way, the Lessor hereby agrees to grant an additional right of way as reasonably designated by Lessor either to the Lessee or to the public utility at no cost to the Lessee. Lessor also hereby grants to Lessee the right to survey the Property and the Leased Space, and said survey shall then become **Exhibit "C-4"** which shall be attached hereto and made a part hereof, and shall control in the event of boundary and access discrepancies between it and **Exhibit "A."** Cost for such work shall be borne by the Lessee.

**FIFTH:** Section 4(a) of the Lease is hereby deleted in its entirety and replaced with the following:

4(a) Commencement Date. The Lease term shall begin on the date when Lessee commences the installation of its Facilities on the Tower (the "Commencement Date"), and shall continue for a period of five (5) years thereafter (the "Initial Term"), as more specifically set forth on **Exhibit "D-1"** attached hereto and incorporated herein by reference. This Lease shall **automatically** be extended for five (5) additional five (5) year Renewal Terms unless Lessee terminates it at the end of the then current term by giving Lessor written notice of the intent to terminate at least six (6) months prior to the end of the then current term.

**SIXTH:** Section 26 of the Lease is hereby deleted in its entirety and replaced with the following:

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

Lessor: **CITY OF MUSCATINE, IOWA**  
City Hall  
215 Sycamore  
Muscatine, Iowa 52761-3899  
Attention: City Administrator

Lessee: **IOWA RSA NO. 4 LIMITED PARTNERSHIP** d/b/a Verizon Wireless  
One Verizon Way  
Mail Stop 4AW100  
Basking Ridge, NJ 07920  
Attention: Network Real Estate

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

**SEVENTH:** Exhibit "C" to the Lease is hereby deleted in its entirety and replaced with Exhibit "C-1" through Exhibit "C-4" attached hereto.

**EIGHTH:** Exhibit "D" to the Lease is hereby deleted in its entirety and replaced with Exhibit "D-1" attached hereto.

**NINTH:** Exhibit "E-1 through "E-3" are hereby added to the Lease.

**TENTH:** In all other respects the Lease is hereby ratified and affirmed without change and shall remain in full force and effect except as specifically modified by this First Amendment.

IN WITNESS WHEREOF, the parties have set their hands and affix their respective seals the day and year first above written.



**LESSOR:**

**CITY OF MUSCATINE, IOWA**

By: Richard W. O'Brien  
Richard W. O'Brien  
Its Mayor

Date: December 4, 2008

By: A. J. Johnson  
A. J. Johnson  
Its City Clerk

Date: December 4, 2008

**LESSEE:**

**IOWA RSA NO. 4 LIMITED**

**PARTNERSHIP** d/b/a Verizon Wireless,  
By GTE Wireless of the Midwest Incorporated,  
its General Partner

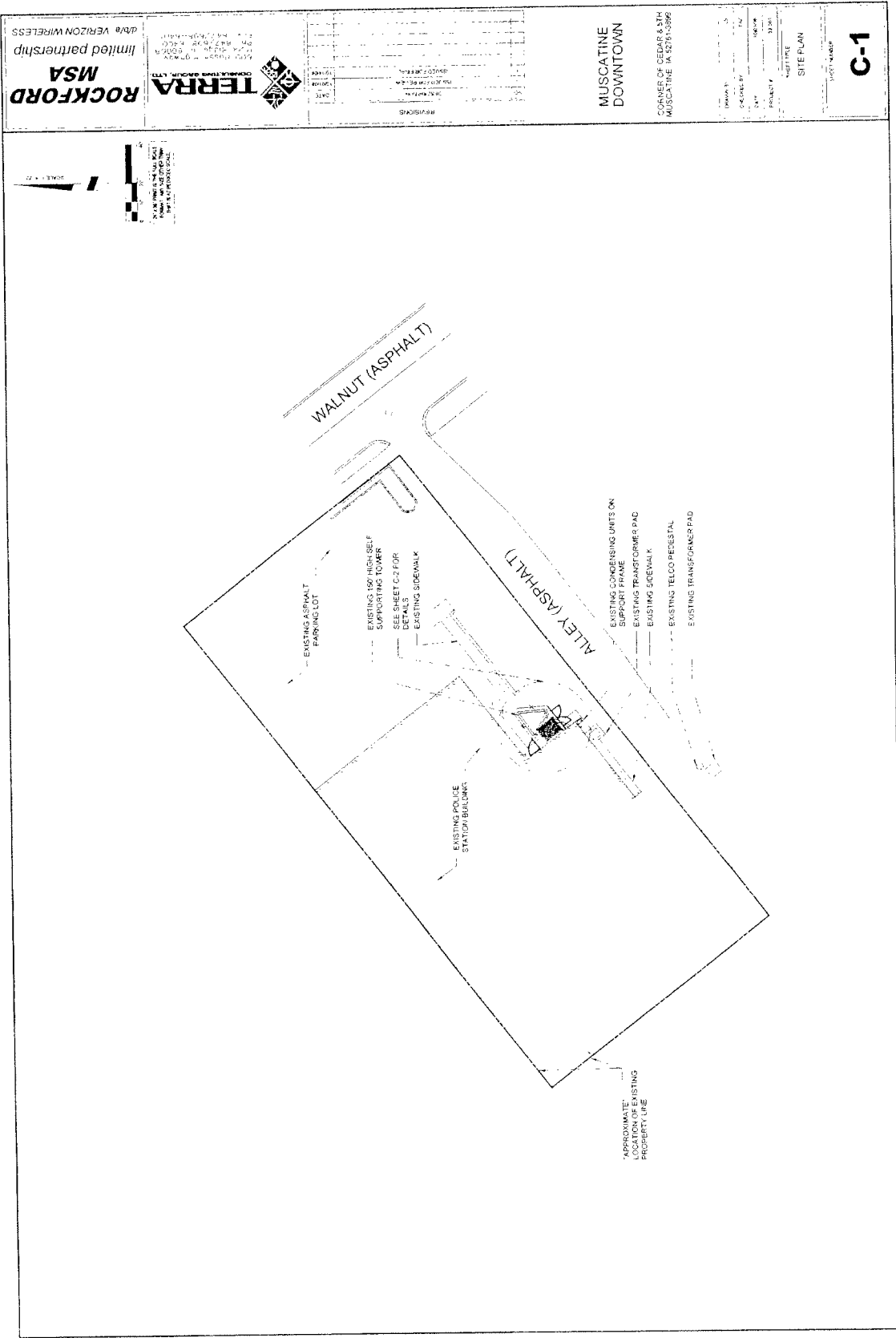
By: Beth Ann Drohan  
Beth Ann Drohan

Its: Midwest Area Vice President - Network

Date: 12/17/08

**EXHIBIT “C-1”**

See attached.



limited partnership  
MSA  
ROCKFORD

limited partnership  
MSA  
ROCKFORD



DATE: 10/10/08  
PROJECT: 100108  
SHEET: 100108

MUSCATINE  
DOWNTOWN

CORNER OF CEDAR & 5TH  
MUSCATINE IA 52751-3896

PROJECT # 100108  
SHEET # 100108  
SITE PLAN

C-1

**EXHIBIT “C-2”**

See attached.

limited partnership  
MSA  
ROCKFORD



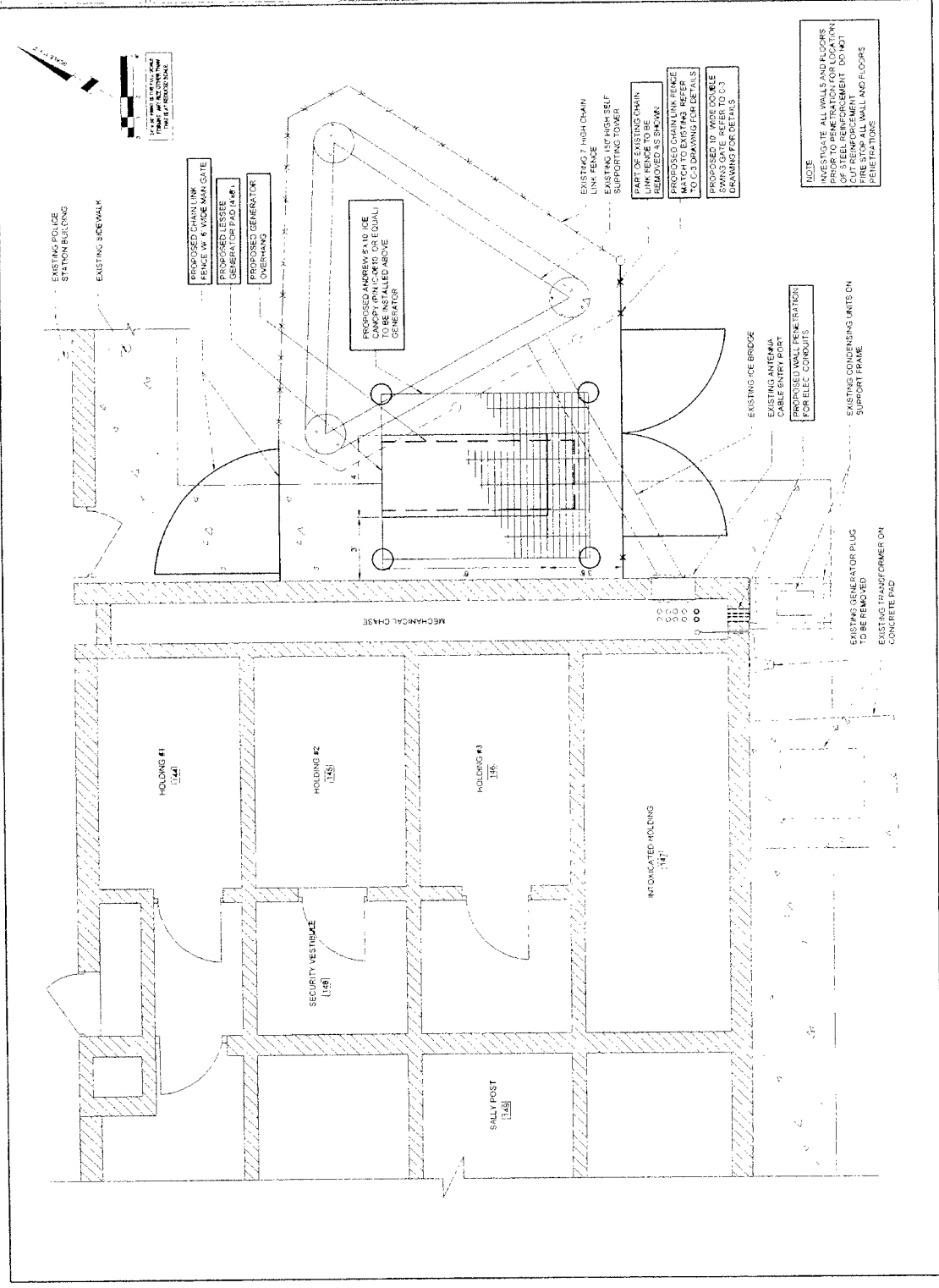
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| 1   | ISSUED FOR PERMIT | 10/1/01 |
| 2   | REVISIONS         |         |
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MUSCATINE  
DOWNTOWN

CORNER OF CEDAR & 5TH  
MUSCATINE, IA 52601-3889

|             |             |
|-------------|-------------|
| DATE        | 10/1/01     |
| BY          | W. J. M. M. |
| CHECKED BY  | W. J. M. M. |
| APPROVED BY | W. J. M. M. |
| SCALE       | 1" = 10'    |
| SHEET NO.   | 1           |

C-2



NOTE  
INVESTIGATE ALL WALLS AND FLOORS  
PRIOR TO PENETRATION FOR LOCATION  
OF WALL PENETRATION. DO NOT  
CUT REINFORCEMENT  
FIRE STOP ALL WALL AND FLOORS  
PENETRATIONS

**EXHIBIT “C-3”**

See attached.

limited partnership  
**ROCKFORD MSA**  
 DATA VERIZON WIRELESS

**TERRA**  
 CONSULTING GROUP, LTD.

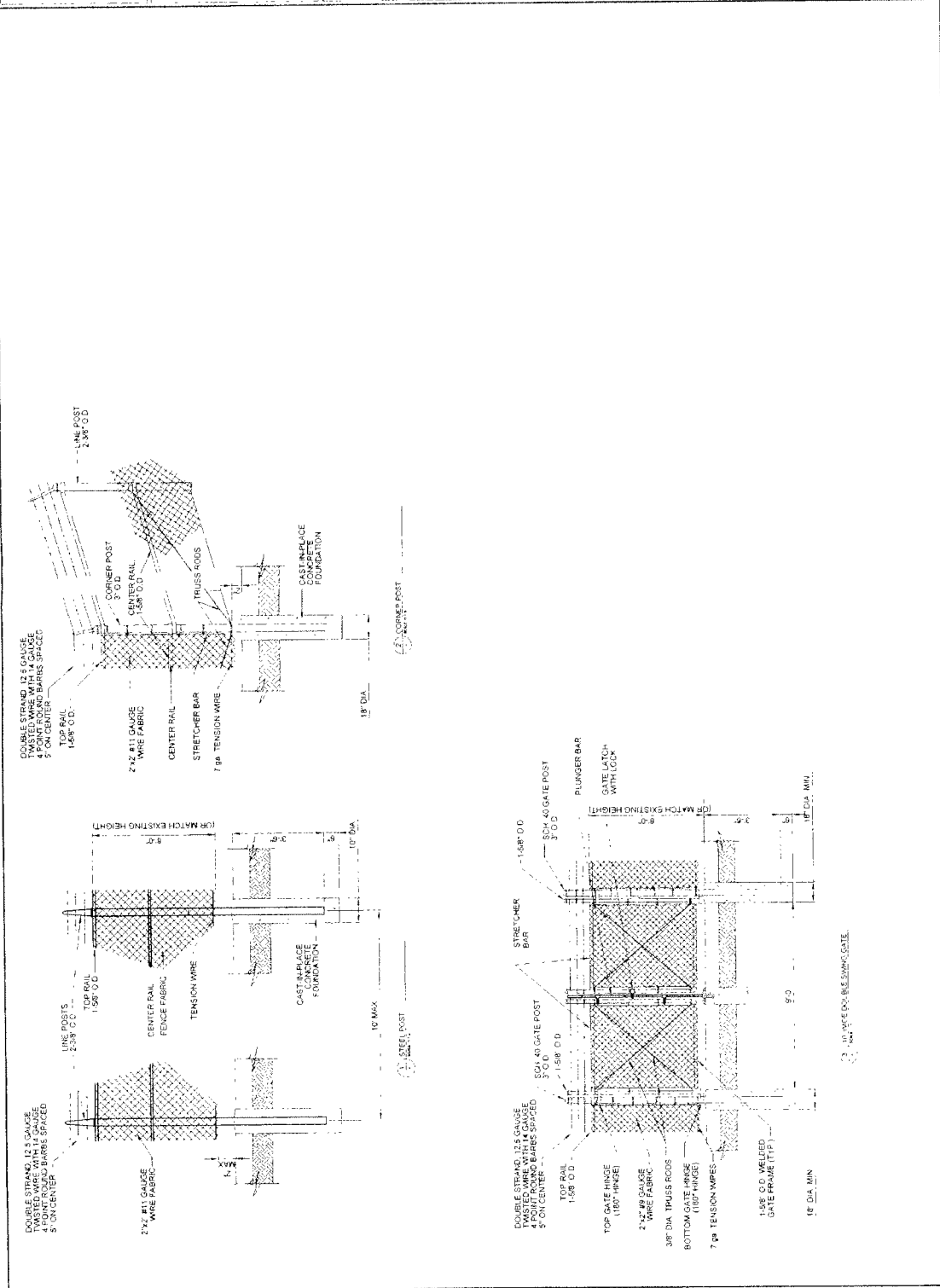


| NO. | DATE     | DESCRIPTION       |
|-----|----------|-------------------|
| 1   | 10/10/00 | ISSUED FOR PERMIT |
| 2   | 10/10/00 | REVISION          |

**MUSCATINE  
 DOWNTOWN**

CORNER OF CEDAR & 5TH  
 MUSCATINE, IA 52601-3899

|                      |      |
|----------------------|------|
| DRAWN BY             | DATE |
| CHECKED BY           | DATE |
| DESIGNED BY          | DATE |
| PROJECT NO.          | DATE |
| SHEET NO.            | DATE |
| SITE WORK<br>DETAILS |      |
| C-3                  |      |



**EXHIBIT “C-4”**

(Survey, if obtained by Lessee, to be attached)

**EXHIBIT “D-1”**  
(Initial Term)

November 20, 2000 through November 19, 2005

**EXHIBIT “E-1”**

See attached.



**EXHIBIT “E-2”**

See attached.

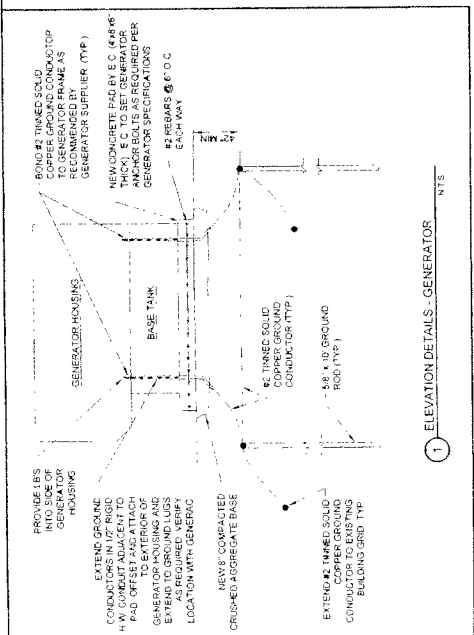
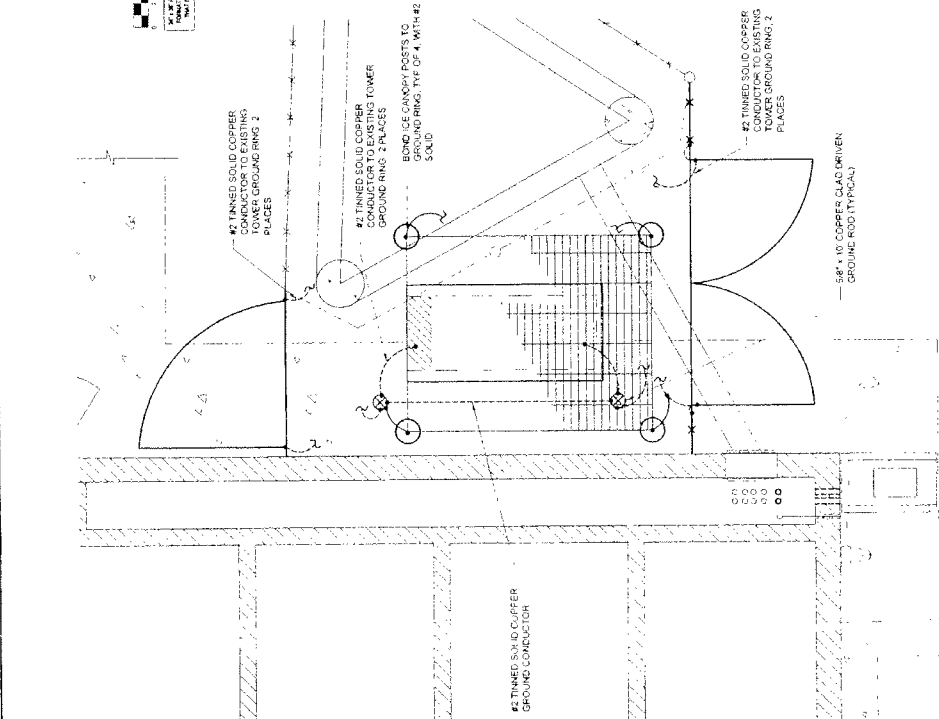
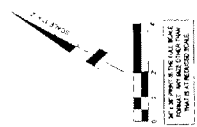
| PERSON           | DATE                                              |
|------------------|---------------------------------------------------|
| DESIGNED BY      | 10/14/04                                          |
| CHECKED BY       | 10/14/04                                          |
| APPROVED BY      | 10/14/04                                          |
| PROJECT NO.      | 04-001                                            |
| PROJECT NAME     | MUSCATINE DOWNTOWN                                |
| PROJECT LOCATION | CORNER OF CEDAR & 5TH<br>MUSCATINE, IA 52551-3899 |

**MUSCATINE  
 DOWNTOWN**

CORNER OF CEDAR & 5TH  
 MUSCATINE, IA 52551-3899

**GROUNDING PLAN**

**E-2**



**1 ELEVATION DETAILS - GENERATOR**

NTS

**EXHIBIT “E-3”**

See attached.

**ROCKFORD MSA**  
limited partnership  
data Verizon Wireless

**TERRA**  
COMMERCIAL BUILDING, LTD.  
1000 N. 10TH AVE.  
SUITE 100  
MUSCATINE, IA 52761-0899  
TEL: 563-241-1000  
FAX: 563-241-1000

**MUSCATINE DOWNTOWN**

CORNER OF CEDAR & 5TH  
MUSCATINE, IA 52761-0899

**ELECTRICAL DETAILS**

PROJECT: 1000 N. 10TH AVE.  
SHEET: 1000  
DATE: 10/1/10

**E-3**

