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| | Individual's Name | | | |

Wireless Services Facilities Option to Lease & Non-Exclusive Lease Agreement

Iowa City Community School District West High

THIS LEASE AGREEMENT (this "Lease") is effective as of the Execution Date hereinafter specified, between the Iowa City Community School District, a governmental subdivision of the State of Iowa, by the President of the Board of Directors, with offices at 1725 North Dodge Street, Iowa City, Iowa 52245, ("Landlord"), and New Cingular Wireless PCS, LLC, a Delaware limited liability company, with its principal offices at 12555 Cingular Way, Suite 1300, Alpharetta, Georgia 30004, ("Tenant;" use of the term "tenant" without capitalization shall indicate a third-party tenant other than Tenant).

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1. Option to Lease Premises: If Tenant desires to acquire from Landlord, and Landlord is willing to grant Tenant, an Option to Lease, the Parties shall affix their initials below (if no Option to Lease is intended, the Parties shall each write "no" in the spaces below, in which case this Paragraph 1 and its subparagraphs are rendered moot):

Tenant: Rum
Landlord: M.S.

and such Option shall comprise the following terms:

(a) In consideration of the payment of Five Thousand Dollars (\$5,000.00) ("Option Fee") and other good and valuable consideration paid by Tenant to Landlord, the receipt and sufficiency of which is hereby acknowledged by Landlord, Landlord hereby grants to Tenant an option to lease the use of a portion of the West High School property together with easements for access and utilities, described and depicted in Exhibit "B" attached hereto (collectively, the "Premises"), which Premises are located upon and within Landlord's real property described in Exhibit "A" (the "Property"), subject to the provisions of this Lease, on the terms and conditions set forth herein (the "Option"). The Premises shall be as compact as possible to accommodate only the Tenant's infrastructure. The Option shall be for an initial term of 12 months, commencing on the Execution Date specified hereinafter and ending at 12:00 AM on the Three Hundred Sixty Fifth (365th) day thereafter, (the "Option Period"). The Option Period may be extended by Tenant for an additional 12 months upon written notice to Landlord and a one-time additional non-refundable payment of the sum of Five Thousand Dollars (\$5,000.00) ("Additional Option Fee") at any time prior to the end of the Option Period. Tenant shall not commence any business use of the Premises during any option period. Tenant may not sell, assign or transfer the option to any third party, provided, however, that Tenant may assign or transfer the option to its parent company, any subsidiary or affiliate of it or its parent company or to any successor-in-interest or entity acquiring fifty-one percent (51%) or more of its stock or assets, if Landlord provides prior written approval of such assignment or transfer and the successor or affiliate agrees to assume all of Tenant's duties, liabilities, and obligations in this Lease.

(b) At such time, if ever, that Tenant determines to exercise this option, Tenant shall pay to Landlord a one-time non-refundable payment in the amount of One Thousand Six Hundred Dollars (\$1,600.00) ("Option Exercise Fee").

(c) During the Option Period or the extension thereof, and during the term of this Lease, Landlord agrees to reasonably cooperate with Tenant in obtaining, at Tenant's sole expense, all licenses and permits or authorizations required for Tenant's use of the Premises from all applicable government and/or regulatory entities (the "Governmental Approvals") including appointing Tenant as agent for all conditional-use permit applications and zoning change applications, provided, however, that it shall not be Landlord's obligation to obtain Governmental Approvals on behalf of Tenant nor shall Landlord be obligated to expend public funds or utilize public resources in the course of such cooperation. Each such application shall be subject to Landlord's prior review and approval which may be granted or withheld in Landlord's reasonable discretion. Landlord agrees to cooperate with and to allow Tenant, at no cost to Landlord, to obtain a title report, zoning approvals and variances, conditional-use permits, perform surveys, soil tests, and other engineering procedures or environmental investigations on, under and over the Property, necessary to determine that Tenant's use of the Premises will be compatible with Tenant's engineering specifications, system design, operations and Governmental Approvals. Tenant shall conduct such activities so as to avoid interference with Landlord's operations and shall immediately cease any and all such activities at Landlord's request. During the Option Period and the extension thereof, Tenant may exercise the Option by so notifying Landlord in writing, at Landlord's address as specified hereinafter.

(d) If Tenant exercises the Option, the terms and conditions of the Wireless Services Facilities Non-Exclusive Lease Agreement (the "Lease") are as specified below.

2. **Non-Exclusive Lease Term.** The initial term of this non-exclusive Lease shall be five (5) years (the "Term") commencing on the date that Tenant exercises the Option ("Commencement Date"), and terminating at Midnight on the last day of the month in which the fifth anniversary of the Commencement Date shall have occurred.

3. **Permitted Uses; Changes in Use:**

(a) **Permitted Uses:**

(1) Tenant shall obtain, at Tenant's expense, all Governmental Approvals and may (prior to or after the Commencement Date) obtain a title report, perform environmental and other surveys, soil tests, and other engineering procedures on, under and over the Property, necessary to determine that Tenant's use of the Premises will be compatible with Tenant's engineering specifications, system design, operations and Governmental Approvals. Landlord agrees to reasonably cooperate with Tenant, where required, to perform such procedures or obtain Governmental Approvals, provided, however, that it shall not be Landlord's obligation to obtain Governmental Approvals on behalf of Tenant nor shall Landlord be obligated to expend public funds or utilize public resources in the course of such cooperation. If necessary, Tenant has the right to immediately terminate this Lease with no further obligations except removal of its equipment, restoration of the Premises and Property, as of the Commencement Date of this Lease, and payment of the due or delinquent rent to the date of

termination if Tenant notifies Landlord of unacceptable results of any title report, Governmental Approvals, environmental survey or soil tests prior to Tenant's construction of the Tower (as defined below) on the Premises.

(2) Tenant recognizes that Landlord's primary activity at the Property and Premises is the operation of a public high school in accordance with Iowa law and that disruption of Landlord's operation resulting directly or indirectly from Tenant's use of the Premises would be contrary to the public interest and detrimental to Landlord's fundamental public purpose. Accordingly, Tenant shall at all times during the Term of this Lease conduct all its activities so as to avoid disruption of Landlord's operations undertaken either before or after the Commencement Date and Tenant shall immediately cease any and all such activities at Landlord's written request if in Landlord's reasonable judgment, the activities disrupt Landlord's operations; provided, however, Landlord acknowledges that Tenant's operation of its Antenna Facilities in compliance with this Lease and otherwise as permitted herein is not a disruptive activity and is not subject to the foregoing right.

(3) The parties acknowledge that there is an existing light pole located on the Property (the "Existing Tower"). Landlord and Tenant have agreed that Tenant, at its sole expense, shall dismantle the Existing Tower and replace it with a new light pole (the "Tower") in accordance with plans and specifications mutually agreeable to Landlord and Tenant and on a timeline mutually agreeable to Landlord and Tenant. Tenant shall dismantle the Existing Tower and, at Landlord's direction either (i) place the dismantled Existing Tower on the Property at a location requested by Landlord and reasonably acceptable to Tenant; (ii) move the dismantled Existing Tower to another property owned by Landlord within the School District; or (iii) dispose of the Existing Tower. If Landlord does not request that Tenant dispose of the Existing Tower, then Landlord shall continue to own the Existing Tower, and thereafter, Tenant shall have no responsibility with respect to the Existing Tower. The Premises may be used by Tenant only for the construction of the Tower and the transmission and reception of wireless communication signals utilizing analog and/or digital PCS or cellular based technology without limitation as to frequencies, and for the construction, maintenance, repair or replacement or upgrading of related facilities, antennas, equipment and related activities ("Antenna Facilities"), subject to the "Prohibited Changes in Uses" provision below. The Antenna Facilities shall be neutral in color so as to minimize their aesthetic impact on the Tower. The parties acknowledge and agree that the Tower shall be owned by Tenant during the Term, and Tenant shall be responsible for commercially reasonable maintenance and repair of the Tower during the Term. During the Term, Tenant may remove its Antenna Facilities from the Tower, but Tenant shall have no right to remove the Tower from the Property. Upon the expiration or termination of this Lease, Tenant shall execute the documents necessary to transfer ownership of the Tower to Landlord, unless Landlord elects to have Tenant remove the Tower at Tenant's expense. In the event Landlord desires to have the Tower removed, Landlord shall provide Tenant with at least thirty (30) days' notice prior to the end of the Term. Landlord acknowledges and agrees that Tenant shall have the right to modify, supplement and upgrade the Antenna Facilities on the Tower and within the Premises during the Term subject to the "Prohibited Changes in Uses"

provision below. Further, the parties acknowledge and agree that (i) Landlord shall purchase lights to be installed on the Tower, which lights shall be the property of Landlord; (ii) Tenant shall install the lights on the Tower pursuant to written specifications provided by Landlord to Tenant, but at Tenant's expense; and (iii) Landlord and Tenant shall enter into a separate lease agreement related to Landlord's use of the Tower during the Term for the lights, and such lease shall provide that Landlord shall be responsible for all expense related to providing power for the operation of the lights and all costs and expenses related to the maintenance of the lights, but shall be charged no more than a nominal amount for rent by Tenant, and such lease shall remain in effect for the duration of this Lease unless the Landlord chooses to cease using the Tower for the lights.

(b) Prohibited Changes in Uses:

(1) Tenant acknowledges that the Premises is a valuable commercial location for wireless service providers ("WSPs"), and that Landlord is entitled to additional compensation if additional WSPs wish to co-locate antennae. The Tenant's use of the Premises shall be as compact as possible to accommodate only the Tenant's infrastructure. Tenant may enter into co-location or tower sharing agreements with respect to the Tower provided such agreements are subject to and otherwise consistent with the provisions of this Lease and Tenant requires any such co-locator to first enter into a separate ground lease with Landlord on terms satisfactory to Landlord. Violation of this provision by Tenant shall constitute a default hereunder.

(2) Tenant shall not make any change in the Antenna Facilities as specified in Exhibits "B" and "C" that would result in an increase in the number of antennas beyond six (6) or increase the height of Tenant's antennae beyond eight (8) feet or increase the coaxial cables beyond the original number and size thereof specified in Exhibits "B" and "C," nor shall Tenant significantly alter the overall aesthetic impact of the Tower or Tenant's Antenna Facilities on the Premises, without renegotiation of this Lease and the payment of additional rent to Landlord to be agreed upon by the Parties; if the Parties cannot agree upon additional rent, no such increase shall be permitted and the original terms of the Lease shall continue in full force and effect.

(3) Tenant shall not initially construct or subsequently make any change in the Antenna Facilities as specified in Exhibit "B" and "C" that would produce noise emanating from the Antenna Facilities at the Premises above fifty-five decibels (55 dB), which is the "Neighborhoods – During waking hours" standard established by the Environmental Protection Agency. This provision is specifically applicable to intermittent use of backup power supplies.

(c) Assignment; Sub-Leasing:

(1) Assignment: Tenant may not assign, or otherwise transfer all or any part of its interest in the Antenna Facilities or the Tower or this Lease or in the Premises without the prior written consent of Landlord; provided, however, that Tenant may assign its interest to its parent company, any subsidiary or affiliate of it or its parent company or to any successor-in-interest or entity acquiring fifty-one percent (51%) or more of its stock or assets. Upon assignment, Tenant shall be relieved of all future performance, liabilities, and obligations under this Agreement, provided that the assignee assumes all of Tenant's obligations herein, and the successor in interest shall undertake all such duties, liabilities and obligations. Landlord may assign this Lease, which assignment may be evidenced by written notice to Tenant within a reasonable period of time thereafter, provided that the assignee assumes all of Landlord's obligations herein.

(2) Sub-Leasing: Tenant may sublet, sub-lease or otherwise share the Antenna Facilities or the Premises as specified in Exhibit "B" and "C" provided such sublease is subject to and otherwise consistent with the provisions of this Lease and Tenant requires any co-locator to first enter into a separate ground lease with Landlord on terms satisfactory to Landlord. Violation of this provision by Tenant shall constitute a default hereunder.

(d) Tenant may, upon written notice to Landlord, mortgage or grant a security interest in this Lease and the Antenna Facilities, and may assign this Lease and the Antenna Facilities to any mortgagees or holders of security interests, including their successors or assigns, (hereinafter collectively referred to as "Mortgagees"), provided such Mortgagees agree to be bound by the terms and provisions of this Lease. In such event, Landlord shall execute such consent to leasehold financing as may reasonably be required by Mortgagees. Landlord agrees to notify Tenant and Tenant's Mortgagees simultaneously of any default by Tenant and to give Mortgagees the same right to cure any default as Tenant or to remove any property of Tenant or Mortgagee located on the Premises, subject to the repair provisions applicable to Tenant under paragraph 7(a), below, except that the cure period for any Mortgagee shall not be less than thirty (30) days after receipt of the default notice, as provided in Section 5 of this Lease. All such notices to Mortgagees shall be sent to Mortgagees at the address specified by Tenant upon entering into a financing agreement. Failure by Landlord to give a Mortgagee such notice shall not diminish Landlord's rights against Tenant, but shall preserve all rights of Mortgagee to cure any default and to remove any property of Tenant or Mortgagee located on the Premises as provided in this Lease.

4. Rent.

(a) Tenant shall pay Landlord, as Rent, One Thousand Six Hundred Dollars (\$1,600.00) per month ("Rent"). Rent shall be payable in advance beginning on the Commencement Date for the remainder of the month in which the Commencement Date falls and for the following month, and thereafter Rent will be payable monthly in advance on the first

day of each month for the following month to the Landlord at Landlord's address specified in Section 11 below. For the purpose of this Lease, all references to "month" shall be deemed to refer to a calendar month. If the Commencement Date does not fall on the first day of the month, then Rent for the period from the Commencement Date to the last day of the following month shall be prorated based on the actual number of days remaining in the month from the Commencement Date.

(b) Beginning on the first (1st) annual anniversary of the Commencement Date, and each annual anniversary thereafter, annual Rent shall be increased by a factor consisting of five percent (5%). The initial term and all extensions shall be collectively referred to herein as the "Term."

(c) If this Lease is terminated at a time other than on the last day of a month, Rent shall be prorated as of the date of termination for any reason other than a default by Tenant, and all prepaid Rents shall be refunded to Tenant within thirty (30) days of such termination.

(d) In the event a Rent payment is more than ten (10) days late, Landlord shall provide written notice to Tenant of such delinquency. A Rent payment which is not received by Landlord by the first day of the month for which payment in advance is due shall be delinquent and shall immediately be subject to a five percent (5%) administrative charge which Landlord may waive, in Landlord's sole discretion, for good cause shown. An additional five percent (5%) administrative charge shall be applied to a Rent payment for each month of delinquency after the first month of delinquency.

5. Renewal and Termination.

(a) Renewal:

(1) This Lease may be extended for three additional five-year terms ("Renewal Term") for a total of 20 (twenty) years. Each Renewal Term shall be on the same terms and conditions as set forth herein, including but not limited to the annual rental increases hereinbefore specified.

(2) This Lease shall renew for each successive Renewal Term unless Tenant gives Landlord at least sixty (60) days' notice of non-renewal prior to the expiration of the term or any Renewal Term, or unless Landlord gives Tenant (i) at least three hundred sixty-five (365) days' written notice of non-renewal prior to the expiration of the Term or any Renewal Term or (ii) at least one hundred eighty (180) days' written notice of non-renewal prior to the expiration of the Term or any Renewal Term and permits Tenant to place, for a period not to exceed one hundred eighty (180) days following termination, temporary transmission and reception facilities on the Property at a location mutually acceptable to Landlord and Tenant, or on another property owned by Landlord within the School District, stating that continued use of the Premises by Tenant is incompatible with Landlord's operations for a bona fide reason other

than that Landlord intends to displace Tenant and lease the site to a competing third party tenant on terms significantly more favorable to the Landlord than the terms of this Lease. The placement of such temporary transmission and reception facilities shall be subject to the terms and conditions of this Lease. If Tenant disputes that Landlord has such a bona fide reason not to renew the Lease, the dispute shall be subject to binding arbitration in accordance with the rules of the American Arbitration Association at a cost to be shared by the parties unless otherwise allocated by the arbitrator.

(3) If Tenant remains in possession of the Premises at the expiration of this Lease or any Renewal Term without a written agreement, such tenancy will be deemed a month-to-month tenancy under the same terms and conditions of this Lease.

(b) Termination: This Lease may be terminated for any of the following reasons:

(1) upon thirty (30) days written notice by Landlord for failure to cure a material default for payment of amounts due under this Lease within that 30-day period;

(2) upon thirty (30) days written notice by either party if the other party defaults and fails to cure such default within that 30-day period, or such longer period as may be required to diligently complete a cure commenced within that 30-day period;

(3) upon ninety (90) days written notice by Tenant, if it is unable to obtain or maintain any license, permit or Governmental Approval necessary to the construction of the Tower or construction and/or operation of the Antenna Facilities or Tenant's business; provided, however, that Tenant shall have the affirmative duty to obtain or maintain such license, permit or approval in good faith and shall not voluntarily forfeit such license, permit or approval primarily for the purpose of availing itself of this provision to cause premature termination;

(4) upon ninety (90) days written notice by Tenant if the Premises are or become unacceptable under Tenant's design or engineering specifications for its Antenna Facilities or the communications system to which the Antenna Facilities belong;

(5) immediately upon written notice by Tenant if the Premises, Tower, or the Antenna Facilities are destroyed or damaged so as in Tenant's reasonable judgment to substantially and adversely affect the effective use of the Antenna Facilities. In such event, all rights and obligations of the parties shall cease as of the date of the damage or destruction, and Tenant shall be entitled to the reimbursement of any Rent prepaid by Tenant. If Tenant elects to continue this Lease, then all Rent shall abate until the Premises, Tower, and/or Antenna Facilities are restored to the condition existing immediately prior to such damage or destruction or for 60 days, whichever is the shorter period. In the event of such damage or destruction, upon the prior written approval of Landlord, Tenant may place temporary transmission and reception facilities on the Premises or surrounding property to the extent reasonably feasible until such time as the

reconstruction of the Premises, Tower, and/or Antenna Facilities are completed or Tenant is able to activate replacement facilities at another location, subject to the provisions herein regarding permissible and prohibited uses, payment of rent, and interference, and other terms and conditions as agreed upon by the parties;

(6) at the time title of the Property transfers to a condemning authority, pursuant to a taking of all or a portion of the Property, sufficient in Tenant's determination to render the Premises unsuitable for Tenant's use. Landlord and Tenant shall each be entitled to pursue their own separate awards with respect to such taking. Sale of all or part of the Property to a purchaser with the power of eminent domain in the face of the exercise of the power, shall be treated as a taking by condemnation;

(7) Landlord shall also have the right to terminate this Lease within sixty (60) days written notice to Tenant if any of the following occur and Tenant fails to cure (i) Tenant's use unreasonably interferes with the Landlord's operations or equipment or property at the site, provided, however, Landlord acknowledges that Tenant's operation of its Antenna Facilities in compliance with this Lease and otherwise as permitted herein is not a disruptive activity and is not subject to the foregoing right; (ii) Tenant fails to maintain or repair the Tower or its Antenna Facilities equipment at the site in a commercially reasonable manner; or (iii) if Tenant discontinues use of the equipment for a period of ninety (90) days;

(8) upon thirty (30) days written notice to Tenant, except in the event of a public emergency where such notice is impracticable, Landlord shall be able to temporarily interrupt operation of the Antenna Facilities in the event of an immediate threat to public health and/or safety, as discerned by an independent third party or by arbitration or by judgment or by a governmental agency decision;

(9) immediately upon notice of Tenant's or any successor's bankruptcy or any general assignment of Tenant's or successor's assets for the benefit of Tenant's or successor's creditors, in which case Tenant or successor shall either immediately affirm the Lease and continue to pay rent, or reject the Lease, cease operations and remove all of Tenant's or successor's property from the Premises; this provision is designed to avail Landlord of the bankruptcy code commercial lease safe harbor.

(10) Termination initiated by Tenant for any reason not the fault of Landlord shall require Tenant to pay a non-refundable Termination Fee equal to one year's current rent.

6. Interference.

(a) "Electronic" Interference.

(1) Tenant shall not use the Premises in any way which interferes with the use of the Property by Landlord now or in the future, or tenants or licensees of Landlord with rights to the Property prior to Tenant's use. Tenant further represents to Landlord that its proposed use of the Premises shall not interfere with the Landlord's communications facilities or services, if any, which communications facilities or services are in place as of the Commencement Date or which may be constructed from time to time during the term of this Lease, or with Landlord's tenant's communications facilities or services, whose rights are previous to Tenant's rights. In the event Tenant's interference with Landlord's use does not cease promptly, the parties acknowledge that continuing interference may cause irreparable injury and, therefore, Landlord shall have the right, in addition to any other rights that it may have at law or equity, to bring a court action to enjoin such interference or to terminate this Lease immediately upon written notice.

Tenant's right to have communication facilities on the Property is nonexclusive. The Landlord shall retain the right to lease space to other communications companies or other parties, provided that future communications companies or other parties do not unreasonably interfere with Tenant's use.

(2) Landlord agrees that any other tenant or third party acquiring rights subsequent to Tenant's shall not be permitted to engage in any activity that generates unreasonable electronic interference with Tenant's operations being conducted in accordance with this Lease, and further agrees that Landlord and/or Tenant may each pursue any and all action against such tenant or third party as they may deem necessary to make Landlord and/or Tenant whole, including but not limited to reimbursement to Landlord and/or Tenant of attorney fees incurred by Landlord and/or Tenant, as a consequence of such electronic interference. In the event Tenant detects such interference, Tenant shall notify Landlord and Landlord shall notify the tenant or third party of Tenant's complaint and relevant provisions of any lease or other agreement between the Landlord and the tenant or third party. However, Tenant acknowledges that Landlord shall not have the duty to detect, prevent, mediate or compel remediation of electronic interference with Tenant's operations that may be caused by any other tenant or third party. Any dispute shall be resolved exclusively between Tenant and the other tenant or third party or parties allegedly causing the interference, all without cost to or further involvement of Landlord.

(b) "Structural" Interference:

Tenant shall not engage in any construction on the Property which results in structural interference with the use of the Property by Landlord or tenants or licensees of Landlord with rights to the Property prior to Tenant's use. Landlord agrees that any other tenant or third party acquiring rights subsequent to Tenant's shall not be permitted to engage in any construction that results in unreasonable structural interference with Tenant's operations being conducted in accordance with this Lease, and further agrees that Landlord and/or Tenant may each pursue any and all action against such tenant or third party as they may deem necessary to make Landlord

and/or Tenant whole, including but not limited to reimbursement to Landlord and/or Tenant of attorney fees incurred by Landlord and/or Tenant, as a consequence of such structural interference. In the event Tenant detects such interference, Tenant shall notify Landlord and Landlord shall notify the tenant or third party of Tenant's complaint and relevant provisions of any lease or other agreement between the Landlord and the tenant or third party. However, Tenant acknowledges that Landlord shall not have the duty to detect, prevent, mediate or compel remediation of structural interference with Tenant's operations that may be caused by any other tenant or third party. Any dispute shall be resolved exclusively between Tenant and the other tenant or third party or parties allegedly causing the interference, all without cost to or further involvement of Landlord.

7. Improvements; Utilities; Access.

(a) Tenant shall have the right, at its expense, to erect and maintain the Tower as set forth in Exhibit "C" and Tenant's Antenna Facilities which shall be initially configured generally as set forth in Exhibit "C." Landlord shall have the authority to review and approve the detailed plans and specifications, including installation plans and schedules, for the Tower and the Antenna Facilities. Such approval shall not be unreasonably withheld, conditioned or delayed. Upon completion of the initial installation, Tenant shall provide Landlord with "as built" drawings showing that the initial installation was accomplished in compliance with Exhibit "C." Tenant shall have the right to replace or upgrade the Antenna Facilities at any time during the term of this Lease subject to the "Permitted Uses; Changes in Uses" hereinabove. Except as provided in Section 3(d) of this Lease, Tenant shall cause all construction to occur lien-free and in compliance with all applicable laws and ordinances. The Antenna Facilities shall remain the exclusive property of Tenant. Tenant shall use, maintain and keep its Antenna Facilities in a commercially reasonable manner during the time covered by this Lease. Tenant, at its sole expense, shall promptly remove the Antenna Facilities upon termination of this Lease and shall restore the Property in the same manner as of the Commencement Date of this Lease, reasonable wear and tear excepted; provided that Tenant shall execute the documents necessary to transfer ownership of the Tower to Landlord, unless Landlord elects to have Tenant remove the Tower, at Tenant's expense, by giving Tenant notice of such election at least thirty (30) days prior to such termination. Subject to Sections 3(a)(3) and 3(b)(2) of this Lease, the configuration of any upgrades to the Premises shall be subject to the Landlord's review and approval, which approval shall not be unreasonably withheld, conditioned or delayed. Tenant shall repair, at its expense, any damage to Landlord's property, during the installation, maintenance or operation of the Tower and/or Antenna Facilities. The Tenant shall maintain and operate the Tower and the Antenna Facilities in accordance with all applicable laws, including FCC rules and regulations. Landlord shall have the right to remove the Antenna Facilities at the termination of this Lease, if Tenant fails to remove the Antenna Facilities within sixty (60) days after the termination of this Lease, and Tenant shall pay any such actual and documented removal costs.

(b) Tenant, at its expense, shall use appropriate means of restricting access to the Antenna Facilities, including but not necessarily limited to the construction of a fence, subject to Landlord's approval and approval by applicable regulatory agencies.

(c) Tenant shall pay any additional utilities charges due to Tenant's use. Tenant shall have the right to install utilities, at Tenant's expense, and to improve the present utilities on the Premises (including, but not limited to, the installation of emergency power generators). Tenant agrees to screen the Antenna Facilities using materials of a color and design to be approved by the Landlord, subject to municipal ordinances and regulations. Upon termination of this Lease, Tenant shall be required to repair the site and restore the surface of the structure where the Antenna Facilities were attached to its original condition or as near to its original condition as is reasonably practicable as of the Commencement Date of this Lease, reasonable wear and tear excepted. Tenant's utilities shall be separately metered.

(d) As partial consideration for Rent paid under this Lease, Landlord hereby grants Tenant an easement ("Easement") for ingress, egress, and access (including access as described in Section 1) to the Property and Premises adequate to construct the Tower and Antenna Facilities and service the Premises at all times during the term of this Lease or any Renewal Term. Upon prior written notice, Landlord shall have the right, at Landlord's expense, to relocate the Easement to Tenant, provided such new location shall not materially interfere with Tenant's operations. Any Easement provided shall have the same term as this Lease.

(e) In the event of a bona fide emergency Tenant shall have immediate access to the Premises. Landlord and Tenant will each provide the other with the name, address and telephone number of a person to contact in the event of an emergency. Otherwise, Tenant shall provide Landlord with 24 hours' notice of Tenant's need to access the Premises and Tenant shall be obliged to comply with reasonable restrictions imposed by Landlord to promote public safety.

(f) Prior to commencement of the construction of the Tower and Tenant's Antenna Facilities on the Premises, Tenant shall provide Landlord with a detailed project schedule subject to Landlord's approval which shall not be unreasonably delayed, conditioned or denied. Significant deviations from said project schedule shall be cleared with Landlord.

(g) Due to the possible presence of students and staff in the vicinity of the Premises and Tenant's Antenna Facilities, Tenant shall have the affirmative duty to do such background checks and other investigation sufficient to assure that all vendors, employees, contractors and other persons coming onto the Premises or Property are not on the Iowa Sexual Offender List or any similar list of any other state.

(h) If Landlord should need to sandblast, paint or otherwise maintain Landlord's property, it shall coordinate such efforts with Tenant and cooperate with Tenant so that it does not cause undue interference with Tenant's Antenna Facilities.

(i) In the event installation of the Antenna Facilities shall cause Landlord to relocate, reconstruct or modify any portion of its facilities to maintain the current usefulness of such portion or to comply with laws or governmental regulations, including but not limited to obstruction lighting, vents, personnel access facilities, or cathodic protection system, Tenant shall pay for such reasonable costs.

(j) Connections to the Landlord's facilities, if any, shall be accomplished in accordance with commonly accepted industry standards by qualified personnel subject to Landlord's approval, which shall not be unreasonably withheld.

(k) If Landlord is approached by a company asserting it is an agent or representative of Tenant and requests to renegotiate the terms of this Lease in a manner that would have the effect of reducing the amount of rent to be paid to Landlord, Landlord shall provide written notice to Tenant of such contact and Landlord's desire to cease such renegotiations. If Tenant does not cause such attempted renegotiations to cease within thirty (30) days following Tenant's receipt of Landlord's notice, any continued efforts by Tenant or its agent or representative to renegotiate the terms of this Lease in a manner that would have the effect of reducing the amount of rent to be paid to Landlord shall be sufficient cause, in Landlord's sole discretion, to either terminate this Lease or consent to such renegotiation subject to Landlord's underlying right to declare the Lease to be terminated at any time thereafter.

(l) Tenant shall have the affirmative duty to annually inspect the Tower and its Antenna Facilities for structural soundness, health (emissions) and other safety factors and certify annually that the Tower and its Antenna Facilities comply with all state and federal safety standards for such Tower and Antenna Facilities. As part of this obligation, Tenant shall assure that the Tower and its Antennae Facilities are in compliance with the Americans with Disabilities Act, if applicable.

(m) Tenant shall comply with all applicable laws and reasonable rules and regulations established by Landlord relating to use of the Property and the Premises, including those set forth on Exhibit "F"; provided, however, to the extent such rules and regulations established by Landlord are inconsistent with the terms of this Lease, the terms of this Lease shall govern.

8. Taxes. Tenant shall pay all fees, assessments, personal property taxes and real property taxes assessed on, or any portion of such taxes directly attributable to the Tower or Antenna Facilities owned by Tenant or Tenant's business carried on in the Premises. Landlord shall pay when due all other real property taxes and all other fees and assessments attributable to the Property, if any. In the event that Landlord fails to pay said real property taxes, then Tenant shall have the right, but not the obligation, to pay said taxes and to deduct them from Rent amounts due under this Lease.

9. Insurance and Subrogation.

(a) Tenant will provide Commercial General Liability Insurance in an aggregate amount of \$5,000,000 and name Landlord as an additional insured on the policy. Tenant may satisfy this requirement by obtaining an appropriate endorsement to any master policy of liability insurance Tenant may maintain.

(b) Each party will keep in force for the duration of the Lease a policy covering damages to its property at the Premises. The amount of coverage shall be sufficient to replace the damaged property, loss of use and comply with any ordinance or law requirements. Tenant shall have the right to self-insure for the foregoing risks.

(c) Landlord and Tenant hereby mutually release each other (and their successors or assigns) from liability and waive all right of recovery against the other for any loss or damage covered by their respective first party property insurance policies for all perils insured thereunder. In the event of such insured loss, neither party's insurance company shall have a subrogated claim against the other. The foregoing provisions shall apply to the extent permitted by the applicable policies of insurance and to the extent of recovery thereunder.

10. **Hold Harmless.** Tenant agrees to defend, indemnify and hold harmless Landlord from claims, loss, damages, judgments and expenses of any kind, including reasonable attorneys' fees, incurred by Landlord and arising directly or indirectly from the construction, installation, use, maintenance, repair or removal of the Tower and/or the Antenna Facilities or the negligence or intentional act or omission of Tenant, its employees or agents, except for claims arising from the negligence or intentional acts of Landlord, its employees, agents or independent contractors. To the extent permitted by applicable law, Landlord agrees to defend, indemnify and hold Tenant harmless from claims, loss, damages, judgments and expenses of any kind, including reasonable attorneys' fees, incurred by Tenant and arising from the negligence or intentional acts of Landlord, its employees or agents, except to the extent attributable to the negligent or intentional act or omission of Tenant, its employees, agents or independent contractors. Except for the indemnity obligations set forth in this Lease, and otherwise notwithstanding anything to the contrary in this Lease, Tenant and Landlord each waives any claims that each may have against the other with respect to consequential, incidental or special damages, however caused, based on any theory of liability.

11. **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:

If to Tenant, to:

New Cingular Wireless PCS, LLC

Attn: Network Real Estate Administration

Re: Cell Site #: DESMIA1519; Cell Site Name: Sunset Benton (IA)

Fixed Asset #: 10147505

12555 Cingular Way, Suite 1300
Alpharetta, GA 30004

With a copy to:
New Cingular Wireless PCS, LLC
Attn: Legal Department
Re: Cell Site #: DESMIA1519; Cell Site Name: Sunset Benton (IA)
Fixed Asset #: 10147505
15 E. Midland Avenue
Paramus, NJ 07652

If to Landlord, to:
Superintendent
Iowa City Community School District
1725 North Dodge Street
Iowa City, Iowa 52245

12. Quiet Enjoyment, Title and Authority. To the best of its knowledge and to the extent permitted by law, Landlord covenants and warrants to Tenant that (i) Landlord has full right, power and authority to execute this Lease; (ii) it has good and unencumbered title to the Premises free and clear of any liens or mortgages, except those disclosed to Tenant which will not interfere with Tenant's rights to or use of the Premises; (iii) execution and performance of this Lease will not violate any laws, ordinances, covenants, or the provisions of any mortgage, lease, or other agreement binding on Landlord; and (iv) that no additional ground lease or easement is required from any third party for access to the Premises.

To the extent permitted by law, Landlord covenants that at all times during the term of this Lease, except as provided in this Lease, Tenant's quiet enjoyment of the Premises or any part thereof shall not be disturbed as long as Tenant is not in default beyond any applicable grace or cure period.

13. Environmental Laws. Tenant represents, warrants and agrees that it will conduct its activities on the Property in compliance with all applicable Environmental Laws (as defined in Exhibit "D"). To the best of its knowledge, Landlord 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 Substances (as defined in Exhibit "D"), excluding those substances which may be customarily found on school property (for example, oil in school buses, computers in school buildings), as of the Execution Date of this Lease.

Landlord shall be responsible for, and shall promptly conduct any investigation and remediation as required by any Environmental Laws or common law, of all spills or other releases of Hazardous Substances, not caused by Tenant, that have occurred or which may occur

on the Property. Tenant shall have no liability for (i) Hazardous Substances on the Property prior to the Commencement Date or (ii) any violation of Environmental Laws by Landlord or third parties. Tenant agrees to defend, indemnify and hold Landlord harmless from and against any and all claims, causes of action, demands and liability arising from Tenant's activities on the Property, including, but not limited to, damages, costs, expenses, assessments, penalties, fines, losses, judgments and attorney's fees that Landlord may suffer due to the existence or discovery of any Hazardous Substance on the Property caused by Tenant or the migration of any Hazardous Substance caused by Tenant to other properties or release into the environment. Tenant's obligation under this section shall survive the expiration or termination of this Lease.

Tenant shall be responsible for, and shall promptly conduct any investigation and remediation as required by any Environmental Laws or common law, of all spills or other releases of Hazardous Substances, caused by Tenant, that occur on the Property during the Term. Landlord shall have no liability for (i) Hazardous Substances on the Property caused by Tenant or (ii) any violation of Environmental Laws by Tenant or its employees, agents, and contractors. To the extent permitted by law, Landlord agrees to defend, indemnify and hold Tenant harmless from and against any and all claims, causes of action, demands and liability arising from Landlord's activities on the Property, including, but not limited to, damages, costs, expenses, assessments, penalties, fines, losses, judgments and attorney's fees that Tenant may suffer due to the existence or discovery of any Hazardous Substance on the Property not caused by Tenant or the migration of any Hazardous Substance not caused by Tenant to other properties or release into the environment caused by Landlord, arising from Landlord's activities during this Lease and from all activities on the Property prior to the commencement of this Lease.

14. **FCC Emissions Limits and Standards:** Tenant shall at all times locate or relocate its equipment, and operate its equipment, in accordance with all FCC limits and standards for electronic generation of emissions deemed hazardous to human health.

15. **Successors and Assigns.** This Lease shall run with the Property, and shall be binding upon and inure to the benefit of the parties, their respective successors, personal representatives and assigns, provided their interests in the Property were created in accordance with the terms of this Lease.

16. **Subordination of Landlord's Lien.** Landlord hereby subordinates to the first Mortgagee of Tenant any and all lien rights it may have, statutory or otherwise, concerning the Antenna Facilities or any portion thereof which shall be deemed personal property for the purposes of this Lease, regardless of whether or not the same is deemed real or personal property under applicable laws, and Landlord gives said Mortgagee the right to remove all or any portion of the same from time to time, whether before or after a default under this Lease, in Mortgagee's sole discretion and without Landlord's consent. As of the Execution Date, the laws of the State of Iowa do not permit Landlord to encumber the Property with a mortgage. However, in the event the law changes during the Term, and the Property is encumbered by a mortgage, the Landlord shall request that the holder of each such mortgage execute a non-disturbance

agreement, to be prepared by Tenant, and cooperate with Tenant toward such end to the extent that such cooperation does not cause Landlord additional financial liability or expense.

17. Miscellaneous.

(a) The substantially prevailing party in any litigation or arbitration arising hereunder shall be entitled to its reasonable attorneys' 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 the understanding of the parties, and supersedes all offers, negotiations and other agreements. There are no representations or misunderstandings of any kind not set forth. Any amendments to this Lease must be in writing and executed by both parties.

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

(e) Each party agrees to cooperate with the other in executing any documents (including a Memorandum of Lease substantially in the form as attached in Exhibit "E") necessary to protect its rights or use of the Premises. The Memorandum of Lease may be recorded in place of this Lease, by either party.

(f) This Lease shall be construed in accordance with the laws of the State of Iowa, and exclusive jurisdiction shall vest in the Iowa District Court for Johnson, County, Iowa, or the Federal District Court for the Southern District of Iowa.

(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. The parties intend that the provisions of this Lease be enforced to the fullest extent permitted by applicable law. Accordingly, the parties shall agree that if any provisions are deemed not enforceable, they shall be deemed modified to the extent necessary to make them enforceable.

(h) The persons who have executed this Lease represent and warrant that they are duly authorized to execute this Lease in their individual or representative capacity as indicated.

(i) The submission of this document for examination does not constitute any offer to lease or a reservation of or option for the Premises and shall become effective only upon execution by both Tenant and Landlord.

(j) This Lease may be executed in any number of counterpart copies, each of which shall be deemed an original, but all of which together shall constitute a single instrument.

(k) The parties understand and acknowledge that Exhibit "A" (the legal description of the Property), Exhibit "B" (the Premises location within the Property) and Exhibit "C" (the site plan) may be attached to the Lease in preliminary form. Accordingly, the parties agree that upon preparation of final, more complete exhibits, Exhibits "A", "B" and/or "C", as the case may be, which may have been attached hereto in preliminary form, will be replaced with such final, more complete exhibit(s) as may be mutually agreed by the Parties.

(l) No modification, amendment, waiver or release of any provision of this Lease or of any right, obligation, claim or cause of action arising hereunder shall be valid or binding for any purpose whatsoever unless in writing and duly executed by the party against whom the same is sought to be asserted.

(m) To the best of its knowledge, Landlord has determined that Landlord's Property affected by this Lease is not subject to reversion to any donor because the property is no longer being used for a specified purpose.

(n) Tenant shall reimburse Landlord up to **Three Thousand Dollars (\$3,000)** for attorney fees and costs, and other costs, associated with the drafting, negotiation and execution of this Lease. Landlord shall provide Tenant an invoice or other documentation evidencing the fees and costs, and Tenant shall reimburse Landlord within thirty (30) days of its receipt of such documentation.

The Execution Date of this Lease is the Dec 18th day of 2012,
2012.

[SIGNATURES NEXT PAGE]

LANDLORD: Iowa City Community School District, Iowa, a governmental subdivision of the State of Iowa, by the President of the Board of Directors.

By: *Marta Swesey*
Name: Marta Swesey
Board President

ATTEST

By: *Craig Hunsel*
Name: Craig Hunsel
Board Secretary

TENANT: New Cingular Wireless PCS, LLC, a Delaware limited liability company
By AT&T Mobility Corporation, its Manager

By: *Ronald L. Mitchell*
Name: Ronald L. Mitchell
Title: Real Estate & Construction Manager

[NOTARY CERTIFICATIONS NEXT PAGE]

STATE OF IOWA :
:SS
COUNTY OF JOHNSON :

On this date: December 18, 2012, before me, the undersigned, a Notary Public in and for the said State, personally appeared Marla Swesas and Craig Hansel, to me personally known, who being by me duly sworn, did say that they are the Board President and Board Secretary, respectively, of the Iowa City Community School District, a governmental subdivision of the State of Iowa, executing the within and foregoing instrument to which this is attached, that no seal has been procured by the Iowa City Community School District; that the instrument was signed on behalf of the Iowa City Community School District by authority of its Board of Directors; and that Marla Swesas and Craig Hansel, as such officers, acknowledged the execution of the foregoing instrument to be the voluntary act and deed of the Iowa City Community School District, by it and by them voluntarily executed.



[Signature]
Notary Public in and for said State.

STATE OF Minnesota :
:SS
COUNTY OF Ramsey :

On this date 11/20/2012, before me, the undersigned, a Notary Public in and for the said State, personally appeared Ronald Mitchell, to me personally known, who, being by me duly sworn, did say that he/she as the authorized representative of AT&T Mobility Corporation, Manager of New Cingular Wireless PCS, LLC, a Delaware limited liability company, executed the foregoing instrument on behalf of the limited liability company, and that he/she as such officer acknowledged execution of the instrument to be the voluntary act and deed of the limited liability company, by it and by him/her voluntarily executed.



[Signature]
Notary Public in and for said State.

EXHIBIT "A"

Legal description of the Property:

The East one-half of the Northeast Quarter of Section 18, Township 79 North, Range 6, West of the 5th P.M. containing 80 acres more or less.

EXHIBIT "B"

Description of Premises Within the Property:

PROPOSED LEASE AREA LEGAL DESCRIPTION:

That part of the East Half of the Northeast Quarter of Section 18, Township 79 North, Range 6 West, Johnson County, Iowa, described as follows:

Commencing at the southeast corner of said East Half of the Northeast Quarter; thence South 89 degrees 16 minutes 06 seconds West, along the south line of said East Half of the Northeast Quarter, a distance of 383.97 feet; thence North 00 degrees 43 minutes 54 seconds West a distance of 499.71 feet to the point of beginning of the lease area to be described; thence North 59 degrees 57 minutes 36 seconds East a distance of 37.00 feet; thence North 30 degrees 02 minutes 24 seconds West a distance of 20.00 feet; thence South 59 degrees 57 minutes 36 seconds West a distance of 37.00 feet; thence South 30 degrees 02 minutes 24 seconds East a distance of 20.00 feet to the point of beginning.

PROPOSED ACCESS AND UTILITY EASEMENT DESCRIPTION:

A 26.00 foot wide easement for ingress, egress and utility purposes over, under and across the East Half of the Northeast Quarter of Section 18, Township 79 North, Range 6 West, Johnson County, Iowa, the centerline of said easement is described as follows:

Commencing at the southeast corner of said East Half of the Northeast Quarter; thence South 89 degrees 16 minutes 06 seconds West, along the south line of said East Half of the Northeast Quarter, a distance of 383.97 feet; thence North 00 degrees 43 minutes 54 seconds West a distance of 499.71 feet; thence North 59 degrees 57 minutes 36 seconds East a distance of 37.00 feet; thence South 30 degrees 02 minutes 24 seconds East a distance of 3.45 feet; thence North 59 degrees 57 minutes 36 seconds East a distance of 13.00 feet to the point of beginning of the centerline to be described; thence North 30 degrees 02 minutes 24 seconds West a distance of 21.00 feet to a point hereinafter referred to as Point "A"; thence continue North 30 degrees 02 minutes 24 seconds West a distance of 10.00 feet and said centerline there terminating.

TOGETHER WITH

A 20.00 foot wide easement for ingress, egress and utility purposes over, under and across said East Half of the Northeast Quarter of Section 18, Township 79 North, Range 6 West, Johnson County, Iowa, the centerline of said easement is described as follows:

Commencing at the above described Point "A"; thence North 58 degrees 27 minutes 43 seconds East a distance of 24.37 feet; thence northerly a distance of 98.31 feet along a tangential curve concave to the west, said curve has a radius of 43.00 feet, a central angle of 130 degrees 59

minutes 44 seconds; thence North 72 degrees 32 minutes 01 seconds West, tangent to curve a distance of 66.72 feet; thence North 63 degrees 40 minutes 48 seconds West a distance of 391.31 feet; thence North 59 degrees 24 minutes 42 seconds West a distance of 92.42 feet; thence North 33 degrees 40 minutes 25 seconds West a distance of 99.02 feet; thence North 69 degrees 57 minutes 21 seconds West a distance of 237.11 feet; thence northwesterly a distance of 46.91 feet along a tangential curve concave to the northeast, said curve has a radius of 40.00 feet, a central angle of 67 degrees 11 minutes 17 seconds; thence North 02 degrees 46 minutes 04 seconds West, tangent to curve, a distance of 154.84 feet; thence North 11 degrees 27 minutes 17 seconds West a distance of 130.94 feet; thence northwesterly 97.56 feet along a tangential curve, concave to the southwest, said curve has a radius of 115.00 feet, a central angle of 48 degrees 36 minutes 16; thence North 60 degrees 03 minutes 33 seconds West, tangent to curve a distance of 51.17 feet, thence northwesterly a distance of 62.73 feet along a tangential curve concave northeast, said curve having a radius of 60.00 feet, a central angle of 59 degrees 54 minutes 08 seconds; thence North 00 degrees 09 minutes 24 seconds West, tangent to curve a distance of 207.51 feet; thence northeasterly 79.14 feet along a tangential curve concave southeast, said curve has a radius of 210.00 feet, a central angle of 21 degrees 35 minutes 37 seconds; thence North 21 degrees 26 minutes 12 seconds East tangent to curve a distance of 240.02 feet; thence northerly 156.50 feet along a tangential curve, concave to the west, said curve has a radius of 190.00 feet, a delta of 47 degrees 11 minutes 32; thence North 25 degrees 45 minutes 19 seconds West, tangent to curve a distance of 30.18 feet; thence northerly 93.52 feet along a tangential curve, concave to the east, said curve has a radius of 210.00 feet a central angle of 25 degrees 30 minutes 57; thence North 00 degrees 14 minutes 22 seconds West, tangent to curve a distance of 306.37 feet to the south right of way line of Melrose Avenue and said centerline there terminating.

The sidelines shall be prolonged or shortened to terminate on said south right if way line of Melrose Avenue.

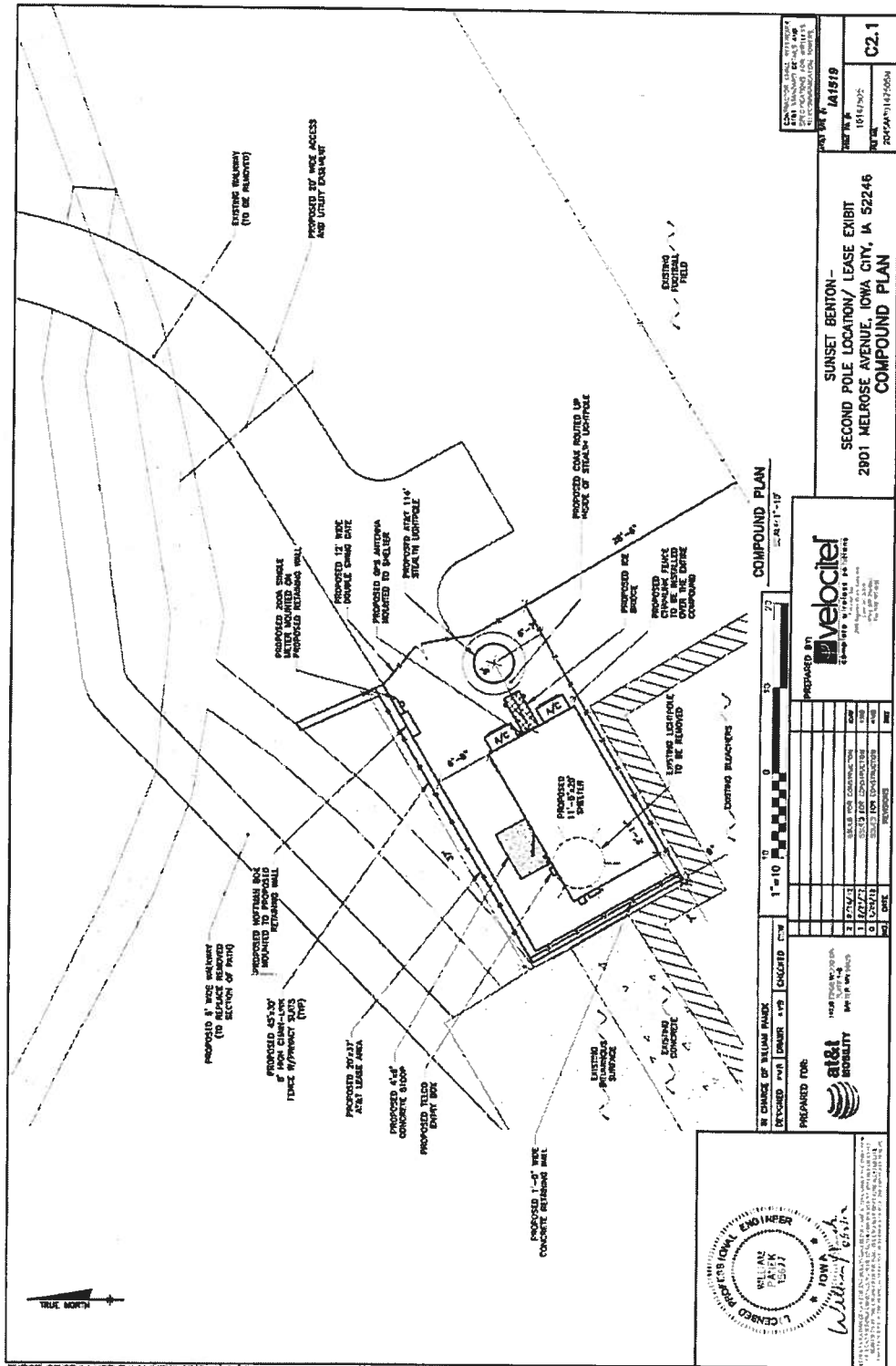
PROPOSED UTILITY EASEMENT DESCRIPTION:

A 5.00 foot wide easement for utility purposes over, under and across the East Half of the Northeast Quarter of Section 18, Township 79 North, Range 6 West, Johnson County, Iowa, the centerline of said easement is described as follows:

Commencing at the southeast corner of said East Half of the Northeast Quarter; thence South 89 degrees 16 minutes 06 seconds West, along the south line of said East Half of the Northeast Quarter, a distance of 383.97 feet; thence North 0 degrees 43 minutes 54 seconds West, a distance of 499.71 feet; thence North 59 degrees 57 minutes 36 seconds East, a distance of 37.00 feet; thence North 30 degrees 02 minutes 24 seconds West, a distance of 20.00 feet; thence South 59 degrees 57 minutes 36 seconds West, a distance of 5.24 feet to the Point of Beginning of the centerline to be described; thence North 64 degrees 52 minutes 46 seconds West, a distance of 121.00 feet; thence North 76 degrees 14 minutes 22 seconds West, a distance of 131.50 feet and said centerline there terminating.

Exhibit “C”

Site Plan



| | |
|------------------|---|
| DATE: 10/14/2012 | PROJECT: 2801 MELROSE AVENUE, IOWA CITY, IA 52246 |
| DATE: 10/14/2012 | PROJECT: 2801 MELROSE AVENUE, IOWA CITY, IA 52246 |
| DATE: 10/14/2012 | PROJECT: 2801 MELROSE AVENUE, IOWA CITY, IA 52246 |

**SUNSET BENTON -
SECOND POLE LOCATION/ LEASE EXHIBIT
2801 MELROSE AVENUE, IOWA CITY, IA 52246
COMPOUND PLAN**

velocitel
Engineering & Construction Services
1000 W. 14th Street, Suite 100
Iowa City, IA 52242
563.241.1111
www.velocitel.com

COMPOUND PLAN
SCALE: 1"=10'

| NO. | DATE | DESCRIPTION | BY | CHKD. |
|-----|----------|------------------------|-----|-------|
| 1 | 10/14/12 | ISSUE FOR CONSTRUCTION | WAC | WAC |
| 2 | 10/14/12 | ISSUE FOR CONSTRUCTION | WAC | WAC |
| 3 | 10/14/12 | ISSUE FOR CONSTRUCTION | WAC | WAC |
| 4 | 10/14/12 | ISSUE FOR CONSTRUCTION | WAC | WAC |

PREPARED FOR:
at&t
BROADBAND

PREPARED BY:
WILLIAM C. ROY
IOWA ENGINEER
NO. 15317

WILLIAM C. ROY
IOWA ENGINEER
NO. 15317

at&t BROADBAND

WILLIAM C. ROY
IOWA ENGINEER
NO. 15317

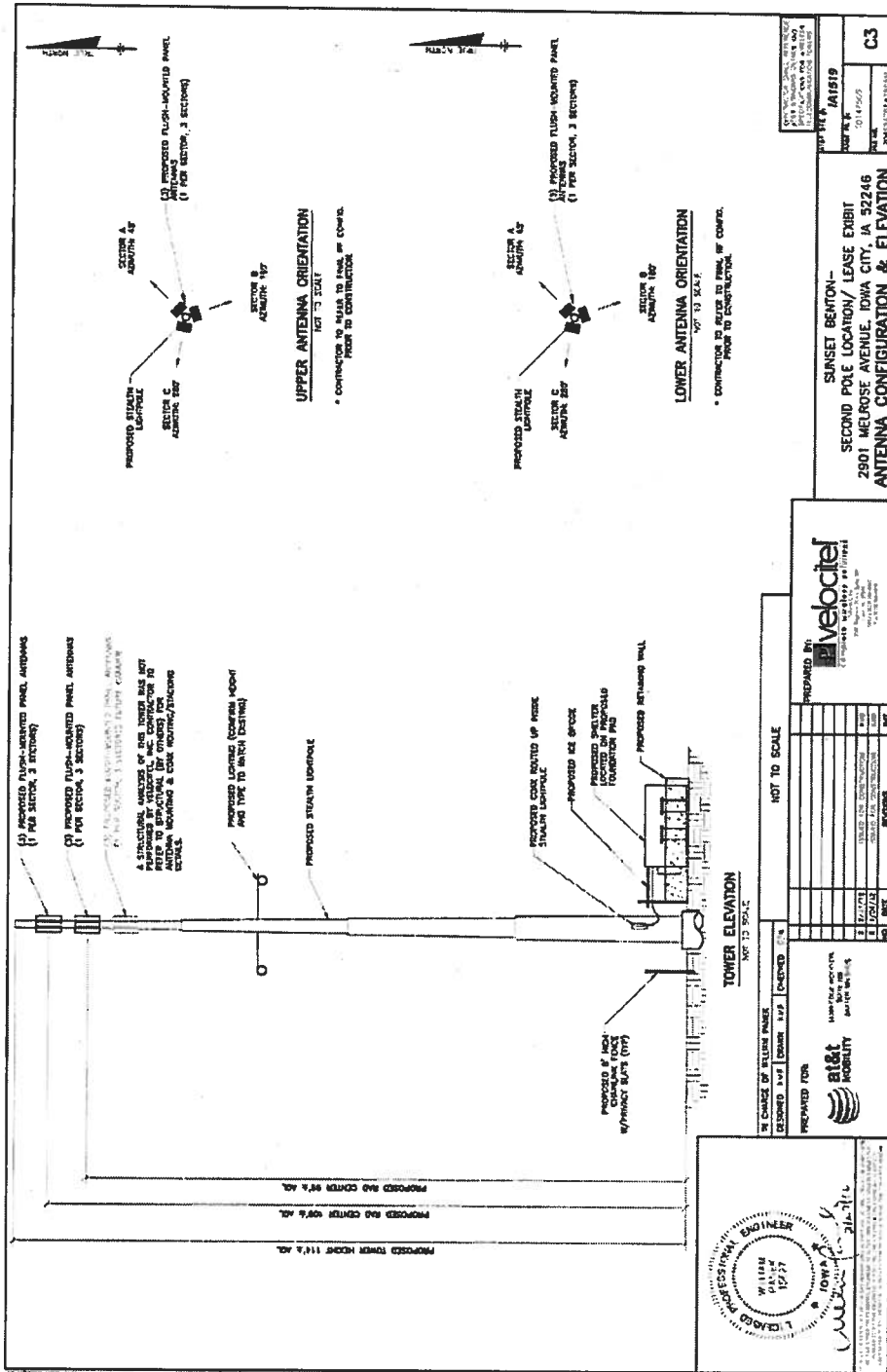


EXHIBIT "D"

As used in this Lease, "Environmental Laws" means all federal, state and local environmental laws, rules, regulations, ordinances, judicial or administrative decrees, orders, decisions, authorizations or permits, including, but not limited to, the Resource Conservation and Recovery Act, 42 U.S.C. §§ 6901, et seq., the Clean Air Act, 42 U.S.C. §§ 7401, et seq., the Federal Water Pollution Control Act, 33 U.S.C. §§ 1251, et seq., the Emergency Planning and Community Right to Know Act, 42 U.S.C. §§ 1101, et seq., the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§ 9601, et seq., the Toxic Substances Control Act, 15 U.S.C. §§ 2601, et seq., the Oil Pollution Control Act, 33 U.S.C. §§ 2701, et seq., the Hazardous Materials Transportation Act, 49 U.S.C. §§ 1801, et seq., the Safe Drinking Water Act, 42 U.S.C. §§ 300f, et seq., and state laws, or any other comparable local, state or federal statute or ordinance pertaining to the environment or natural resources and all regulations pertaining thereto.

As used in this Lease, "Hazardous Substance" means any hazardous substances as defined by the Comprehensive Environmental Response, Compensation and Liability Act, as amended from time to time; any hazardous waste as defined by the Resource Conservation and Recovery Act of 1976, as amended from time to time; any and all material or substance defined as hazardous pursuant to any federal, state or local laws or regulations or order; and any substance which is or becomes regulated by any federal, state or local governmental authority; any oil, petroleum products and their by-products.

EXHIBIT "E"

Memorandum of Lease

To the Wireless Services Facilities Option to Lease & Non-Exclusive Lease Agreement with an Execution Date of the _____ day of _____, 2012, between the Iowa City Community School District, Landlord, and New Cingular Wireless PCS, LLC, Tenant.

After recording, please return to:

Kristy M. Latta
Ahlers & Cooney, P.C.
100 Court Avenue, Suite 600
Des Moines, IA 50309-2231
Telephone: 515-243-7611

Site Identification: _____

Market: _____

Memorandum of Lease between Iowa City Community School District, ("Landlord") and New Cingular Wireless PCS, LLC, ("Tenant")

A Wireless Services Facilities Option to Lease & Non-Exclusive Lease Agreement between Iowa City Community School District, ("Landlord") and New Cingular Wireless PCS, LLC, ("Tenant") was made regarding the following premises:

See attached Exhibit A

The date of execution of the Wireless Services Facilities Option to Lease & Non-Exclusive Lease Agreement was the _____ day of _____, 2012. Subject Lease is for a term of five (5) years and will commence on the Commencement Date, defined in the Lease as the date that Tenant exercises the Option, and shall terminate at midnight on the last day of the month in which the 5th anniversary of the Commencement Date shall have occurred. Tenant shall have the right to extend this Lease for three additional five-year terms subject to the terms and conditions of the Lease.

IN WITNESS WHEREOF, the parties hereto have respectively executed this Memorandum of Lease on the _____ day of _____, 20__.

LANDLORD: Iowa City Community School District

By: _____
Name: _____
Board President

ATTEST

By: _____
Name: _____
Board Secretary

TENANT: New Cingular Wireless PCS, LLC, a Delaware limited liability company
By: AT&T Mobility Corporation
Its: Manager

By: _____
Name: _____
Title: _____

[NOTARY CERTIFICATIONS NEXT PAGE]

STATE OF IOWA :
 :SS
COUNTY OF JOHNSON :

On this date: _____, before me, the undersigned, a Notary Public in and for the said State, personally appeared _____ and _____, to me personally known, who being by me duly sworn, did say that they are the Board President and Board Secretary, respectively, of the Iowa City Community School District, a governmental subdivision of the State of Iowa, executing the within and foregoing instrument to which this is attached, that no seal has been procured by the Iowa City Community School District; that the instrument was signed on behalf of the Iowa City Community School District by authority of its Board of Directors; and that _____ and _____, as such officers, acknowledged the execution of the foregoing instrument to be the voluntary act and deed of the Iowa City Community School District, by it and by them voluntarily executed.

Notary Public in and for said State.

STATE OF _____ :
 :SS
COUNTY OF _____ :

On this date _____, before me, the undersigned, a Notary Public in and for the said State, personally appeared _____, to me personally known, who, being by me duly sworn, did say that he/she as the authorized representative of AT&T Mobility Corporation, Manager of New Cingular Wireless PCS, LLC, a Delaware limited liability company, executed the foregoing instrument on behalf of the limited liability company, and that he/she as such officer acknowledged execution of the instrument to be the voluntary act and deed of the limited liability company, by it and by him/her voluntarily executed.

Notary Public in and for said State.

EXHIBIT "A"

Legal description of the Property:

The East one-half of the Northeast Quarter of Section 18, Township 79 North, Range 6, West of the 5th P.M. containing 80 acres more or less.

Description of Premises Within the Property:

PROPOSED LEASE AREA LEGAL DESCRIPTION:

That part of the East Half of the Northeast Quarter of Section 18, Township 79 North, Range 6 West, Johnson County, Iowa, described as follows:

Commencing at the southeast corner of said East Half of the Northeast Quarter; thence South 89 degrees 16 minutes 06 seconds West, along the south line of said East Half of the Northeast Quarter, a distance of 383.97 feet; thence North 00 degrees 43 minutes 54 seconds West a distance of 499.71 feet to the point of beginning of the lease area to be described; thence North 59 degrees 57 minutes 36 seconds East a distance of 37.00 feet; thence North 30 degrees 02 minutes 24 seconds West a distance of 20.00 feet; thence South 59 degrees 57 minutes 36 seconds West a distance of 37.00 feet; thence South 30 degrees 02 minutes 24 seconds East a distance of 20.00 feet to the point of beginning.

PROPOSED ACCESS AND UTILITY EASEMENT DESCRIPTION:

A 26.00 foot wide easement for ingress, egress and utility purposes over, under and across the East Half of the Northeast Quarter of Section 18, Township 79 North, Range 6 West, Johnson County, Iowa, the centerline of said easement is described as follows:

Commencing at the southeast corner of said East Half of the Northeast Quarter; thence South 89 degrees 16 minutes 06 seconds West, along the south line of said East Half of the Northeast Quarter, a distance of 383.97 feet; thence North 00 degrees 43 minutes 54 seconds West a distance of 499.71 feet; thence North 59 degrees 57 minutes 36 seconds East a distance of 37.00 feet; thence South 30 degrees 02 minutes 24 seconds East a distance of 3.45 feet; thence North 59 degrees 57 minutes 36 seconds East a distance of 13.00 feet to the point of beginning of the centerline to be described; thence North 30 degrees 02 minutes 24 seconds West a distance of 21.00 feet to a point hereinafter referred to as Point "A"; thence continue North 30 degrees 02 minutes 24 seconds West a distance of 10.00 feet and said centerline there terminating.

TOGETHER WITH

A 20.00 foot wide easement for ingress, egress and utility purposes over, under and across said East Half of the Northeast Quarter of Section 18, Township 79 North, Range 6 West, Johnson County, Iowa, the centerline of said easement is described as follows:

Commencing at the above described Point "A"; thence North 58 degrees 27 minutes 43 seconds East a distance of 24.37 feet; thence northerly a distance of 98.31 feet along a tangential curve concave to the west, said curve has a radius of 43.00 feet, a central angle of 130 degrees 59 minutes 44 seconds; thence North 72 degrees 32 minutes 01 seconds West, tangent to curve a distance of 66.72 feet; thence North 63 degrees 40 minutes 48 seconds West a distance of 391.31 feet; thence North 59 degrees 24 minutes 42 seconds West a distance of 92.42 feet; thence North 33 degrees 40 minutes 25 seconds West a distance of 99.02 feet; thence North 69 degrees 57 minutes 21 seconds West a distance of 237.11 feet; thence northwesterly a distance of 46.91 feet along a tangential curve concave to the northeast, said curve has a radius of 40.00 feet, a central angle of 67 degrees 11 minutes 17 seconds; thence North 02 degrees 46 minutes 04 seconds West, tangent to curve, a distance of 154.84 feet; thence North 11 degrees 27 minutes 17 seconds West a distance of 130.94 feet; thence northwesterly 97.56 feet along a tangential curve, concave to the southwest, said curve has a radius of 115.00 feet, a central angle of 48 degrees 36 minutes 16; thence North 60 degrees 03 minutes 33 seconds West, tangent to curve a distance of 51.17 feet, thence northwesterly a distance of 62.73 feet along a tangential curve concave northeast, said curve having a radius of 60.00 feet, a central angle of 59 degrees 54 minutes 08 seconds; thence North 00 degrees 09 minutes 24 seconds West, tangent to curve a distance of 207.51 feet; thence northeasterly 79.14 feet along a tangential curve concave southeast, said curve has a radius of 210.00 feet, a central angle of 21 degrees 35 minutes 37 seconds; thence North 21 degrees 26 minutes 12 seconds East tangent to curve a distance of 240.02 feet; thence northerly 156.50 feet along a tangential curve, concave to the west, said curve has a radius of 190.00 feet, a delta of 47 degrees 11 minutes 32; thence North 25 degrees 45 minutes 19 seconds West, tangent to curve a distance of 30.18 feet; thence northerly 93.52 feet along a tangential curve, concave to the east, said curve has a radius of 210.00 feet a central angle of 25 degrees 30 minutes 57; thence North 00 degrees 14 minutes 22 seconds West, tangent to curve a distance of 306.37 feet to the south right of way line of Melrose Avenue and said centerline there terminating.

The sidelines shall be prolonged or shortened to terminate on said south right of way line of Melrose Avenue.

PROPOSED UTILITY EASEMENT DESCRIPTION:

A 5.00 foot wide easement for utility purposes over, under and across the East Half of the Northeast Quarter of Section 18, Township 79 North, Range 6 West, Johnson County, Iowa, the centerline of said easement is described as follows:

Commencing at the southeast corner of said East Half of the Northeast Quarter; thence South 89 degrees 16 minutes 06 seconds West, along the south line of said East Half of the Northeast Quarter, a distance of 383.97 feet; thence North 0 degrees 43 minutes 54 seconds West, a distance of 499.71 feet; thence North 59 degrees 57 minutes 36 seconds East, a distance of 37.00 feet; thence North 30 degrees 02 minutes 24 seconds West, a distance of 20.00 feet; thence South 59 degrees 57 minutes 36 seconds West, a distance of 5.24 feet to the Point of Beginning of the centerline to be described; thence North 64 degrees 52 minutes 46 seconds West, a distance of 121.00 feet; thence North 76 degrees 14 minutes 22 seconds West, a distance of 131.50 feet and said centerline there terminating.

EXHIBIT "F"

AT&T Cell Tower at West High

1. Pre-construction meeting with contractors and the district representatives.
2. Detailed project schedule signed off by the Building Administrator at West High.
3. Copy of the construction permit(s) required.
4. Project directory of all contractors that will be working on this project.
5. Certificate of liability insurance that provides for the following coverage and in the following amounts for each contractor on the project:
 - (i) Commercial liability insurance with limits of One Million Dollars (\$1,000,000) for any one occurrence and in the aggregate amount of Two Million Dollars (\$2,000,000) and
 - (ii) Employer's Liability insurance in an amount of \$500,000 per accident, per person, policy limit
6. Copy of your company's safety program as well as any subcontractors.
7. If a confined space entry is required during the project, we will need a copy of the companies confined space program. Also a copy of certification of training for any entrants.
8. A statement that indicates no asbestos materials were specified or used in the construction of this project signed by the architect
9. **Mandatory Background Checks.** The company shall participate in the District's background check process for any persons providing products or performing services on District property. The company must complete and submit the background check form, provided by the District, for each such individual, at least two weeks prior to that individual providing products or performing services on District property. The cost of each background check, approximately \$25, must be paid by the company to the District at the time the company submits the background check form. The District will provide to the company a badge for each individual approved through the background check process. The badge will include the name of the individual authorized to provide products or perform services on District property, the name of the company, and the school-year for which the authorization is valid. This badge, along with a government-issued photo identification, must be shown to District personnel upon request. The background check process must be repeated each school year. No persons who are not approved by the District shall be permitted to provide any products to, or perform any services for, the District on District property. Contracts with companies who fail to comply with these requirements will be subject to immediate termination at the sole discretion of the District.

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