

LICENSE  
AGREEMENT

THIS LICENSE AGREEMENT (this "Agreement") is made this \_\_\_\_\_ day of \_\_\_\_\_, 2005 by the City of Lincoln, a municipal corporation, whose address is 555 S. 10th, Lincoln, Nebraska 68508 (hereinafter "Licensor" or "CITY") and Verizon Wireless (VAW) LLC d/b/a Verizon Wireless, (hereinafter "Verizon Wireless" or "Licensee").

RECITALS

- A. Licensor owns property located at Antelope Park, in the City of Lincoln, State of Nebraska (Licensor's Property).
- B. Licensee is a provider of telecommunications services and is co-locating on a structure owned by a third party (the "Tower"), but the land upon which it is erected is owned by the Licensor herein and leased to said third party. In order to access Licensee's equipment to provide such services, Licensee desires to acquire additional ground space adjacent to the aforementioned structure, (the "Premises").
- C. Licensor is willing to grant to Licensee the right to use the Premises upon the terms and conditions set forth herein. A legal description of the Licensor's Property and the Premises are attached as **Exhibit A** and **Exhibit B**, respectively.

NOW, THEREFORE, in consideration of the terms and conditions set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

AGREEMENT

1. License. For the License Fee hereinafter set forth, and subject to the provisions contained herein, Licensor hereby grants to Licensee, a license (the "License") for the use of the Premises as a Communications Facility.

2. License Fee and Period. For and in consideration of the sum of one thousand \_ Dollars (\$1000.00) per month and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged (the "License Fee") Licensor grants to Licensee a license to use and occupy the Premises for a term of five years (the "Initial Term"), unless sooner terminated pursuant to the terms of this License Agreement. The License shall commence upon the execution of this agreement. This Agreement may thereafter be renewed for four (4) additional terms (each a "Renewal Term") of five years each on the same terms and conditions herein. The Agreement shall automatically renew for the each 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 then current term. The annual rent in each succeeding year of the Initial Term, and any Renewal Term if applicable, shall be **103%** of the Rent 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 Rent was \$1000, the next year's rent would be \$1030. The License Fee for any period during the term of this License 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

3. Building Plans. Verizon Wireless shall submit building plans for construction of its Communications Facility, which when approved shall be attached hereto and incorporated herein as **Exhibit C**, 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 B**, the Site Plan, in accordance with the approved plans and specifications shown on **Exhibit C**. 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.

4. Representations and Warranties.

a) Licensor represents that to Licensor's knowledge, no Hazardous Materials are or have been used, generated, stored or disposed of on the Easement in violation of any federal, state or local law or regulation by Licensor or any third party. "Hazardous Materials" shall mean asbestos or any hazardous substance, waste or materials defined in any federal, state or local environmental or safety law or regulation including, but not limited to, CERCLA.

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

5. 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 its 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.

6. 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 thereon, 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.

7. 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.

8. Maintenance of Licensed Premises. 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 on 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, required by the

City of Lincoln or any other appropriate governmental authority shall be done at the sole cost and expense of Verizon Wireless, including all necessary maintenance. 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.

9. 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 Three Million Dollars (\$3,000,000.00) 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 provide such insurance policy shall not be canceled without first having given CITY thirty (30) days written notice of such cancellation. 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).

10. 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 or the same, together with all equipment therein, shall become the property of CITY. The City and Verizon Wireless may choose to jointly develop a building which may be used by other providers, as determined by the City.

11. 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 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 Article shall require either party to indemnify the other party against such other party's own willful misconduct.

12. Assignment, Renting or Leasing Space. Verizon Wireless shall have the right to sublicense or assign its rights under this License to any party affiliated, under common control or otherwise related to Verizon Wireless its principal, affiliates, subsidiaries of its principal or to any entity which acquires all or substantially all of its assets in the market defined by the Federal Communications Commission in which the Property is located by reason of a merger, acquisition or other business reorganization without the consent of CITY. Verizon Wireless may sublicense or assign its rights under this License 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. Licensee may sublicense the Premises within its sole discretion, upon notice to the City. 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.

13. 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 License 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 License. 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 License if it commences curing such default within the thirty (30) day period and thereafter diligently pursues such cure to completion.

14. 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 Licensor's 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 Licensor's 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 Licensor's Property or the migration of any hazardous substance to other properties or release into the environment arising 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 Premises or the migration of any hazardous substance to other properties or release into the environment directly attributable to Verizon Wireless's activities on the Premises.

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.

15. Nebraska Law. This license 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.

16. Binding Effect. This Agreement shall inure to the benefit and be binding upon Verizon Wireless, its successors or assigns.

17. 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.

18. Entire License Agreement. This license contains the entire understanding of the parties hereto with respect to the conditions of this license 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 license 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.

19. 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 dba 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 written notice thereof to the other party.

20. Contingencies. This License 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 Premise.

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 License.

21. Termination. In addition to other rights to terminate contained herein, Verizon Wireless may terminate this License 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 License Agreement; or

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

d. Notwithstanding anything to the contrary herein contained, provided Licensee is not in default, Licensee shall have the right to terminate this Agreement upon each annual anniversary of the Agreement, provided three (3) month's prior notice is given to Licensor.

Upon termination, all prepaid 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.

22. 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 Lessor'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 Rent due or to become due and that such Collateral may be removed at any time without recourse to legal proceedings.

23. Warranty of Title and Quiet Enjoyment.

a. CITY warrants that: (i) CITY owns the real property in fee simple 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 Fee 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.

Site No. LIN005 Antelope Park

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.

24. 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 D** will be recorded by Verizon Wireless in the official records of the County where the Licensor's Property is located. CITY agrees to sign all necessary and appropriate documents to facilitate the filing of the Memorandum of Agreement. In the event the Licensor's 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; (e) This Agreement may be executed in duplicate counterparts, each of which shall be deemed an original; (f) upon full execution, this Agreement will terminate the parties' License Agreement dated May 9, 2001.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above set forth.

**LICENSOR: City of Lincoln**

By: \_\_\_\_\_  
Coleen Seng  
Mayor of the City of Lincoln  
Date: \_\_\_\_\_, 2005.

**LICENSEE:  
Verizon Wireless (VAW) LLC d/b/a Verizon Wireless**


By:  \_\_\_\_\_  
Howard H. Bower  
Its: Midwest Area Vice President-Network  
Date: 9/12, 2005.

Exhibit A

Description of Property

Lot 4, Perkins Subdivision of the East Half of the Northwest Quarter and the Southwest Quarter of the Northwest Quarter of Section 31, Township 10 North, Range 7 East of the 6<sup>th</sup> P.M., Lincoln, Lancaster County, Nebraska, together with Railroad Right of Way Except that part deeded to the County of Lancaster, Nebraska filed August 20, 1908 in Book 145, Page 313 in the office of the Register of Deeds, Lancaster County, Nebraska and Except all that part of Lot 4 lying South of the Railroad Right of Way.



**Exhibit B**

**Description of Premises**

A 16 foot by 41 foot Lease Area, situated in the Northeast Quarter of the Northwest Quarter of Section 31, Township 10 North, Range 7 East of the 6<sup>th</sup> P.M., Lancaster County, Nebraska, more particularly described as follows:

COMMENCING at the Northwest corner of Lot 12, Block 7 of Zehrunge and Ames Addition to Lincoln, Nebraska as shown in Plat Book 2, Page 159 (Found 5/8" Iron Bar), said point bears North 02°06'13" West, a distance of 128.15 feet (128 feet, plat) from the Southwest corner of said Lot 12 (Found 1" Iron Pipe); thence North 88°00'46" East, a distance of 132.31 feet to the POINT OF BEGINNING of said 16 foot by 41 foot Lease Area, said point bears South 28°10'32" West, a distance of 24.64 feet from the center of an existing telecommunications tower; thence North 30°30'23" West, a distance of 41.00 feet; thence North 59°29'37" East, a distance of 16.00 feet; thence South 30°30'23" East, a distance of 41.00 feet; thence South 59°29'37" West, a distance of 16.00 feet to the POINT OF BEGINNING. Containing 656 square feet, more or less.

Together with the right of vehicular and pedestrian ingress and egress and an easement for utilities across Licensor's Property to the Premises from the nearest public right-of-way.

Site No. LIN005 Antelope Park

Exhibit C

Building Plans

To be provided

DRAFTED BY  
AND RETURN TO:  
Moss & Barnett (JDL)  
4800 Wells Fargo Building  
90 South Seventh Street  
Minneapolis, MN 55402-4129  
(Site Name: **LINQ Antelope Park LIN005**)

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

**MEMORANDUM OF LICENSE AGREEMENT**

THIS MEMORANDUM OF LICENSE AGREEMENT ("Memorandum") evidences that a Licensee Agreement ("License") was entered into as of \_\_\_\_\_, 2005, by and between the City of Lincoln, Nebraska, a municipal corporation ("LICENSOR"), and Verizon Wireless (VAW) LLC, d/b/a Verizon Wireless ("LICENSEE"), for certain real property located at 2740 "A" Street, City of Lincoln, in the County of Lancaster, State of Nebraska, within the property of LICENSOR which is described in Exhibit "A" attached hereto ("LICENSOR's Property"), together with a right of access and to install and maintain utilities, for an initial term of five (5) years commencing as provided for in the License, which term is subject to Licensee's rights to extend the term of the License for four (4) terms of five (5) years each.

IN WITNESS WHEREOF, LICENSOR and LICENSEE have duly executed this Memorandum as of the day and year written below.

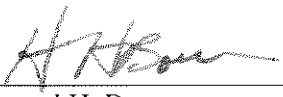
**LICENSOR:**

City of Lincoln

By: \_\_\_\_\_  
Name: Coleen Seng  
Its: Mayor  
Date: \_\_\_\_\_, 2005.

**LICENSEE:**

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

By:  \_\_\_\_\_  
Howard H. Bower  
Its Midwest Area Vice President-Network  
Date: 9/12, 2005.

**LICENSOR ACKNOWLEDGMENT**

STATE OF NEBRASKA )  
 ) SS.  
COUNTY OF LANCASTER )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2005, before me, the undersigned, a Notary Public in and for the State of Nebraska, duly commissioned and sworn, personally appeared Coleen Seng, to me known to be the Mayor of the City of Lincoln, that executed the foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of the city for the uses and purposes therein mentioned, and on oath stated that she is authorized to execute the said instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

Print or Type Name: \_\_\_\_\_  
Notary Public in and for the State of Nebraska  
My appointment expires: \_\_\_\_\_

**LICENSEE ACKNOWLEDGMENT**

STATE OF INDIANA )  
 ) SS.  
COUNTY OF HAMILTON )

On this 12 day of Sept., 2005, before me, the undersigned, a Notary Public in and for the State of Indiana, duly commissioned and sworn, personally appeared Howard H. Bower, to me known to be an authorized representative of Verizon Wireless (VAW) LLC d/b/a Verizon Wireless, the limited liability company that executed the foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of the limited liability company for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute the said instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

*Diane S. Brash*  
Print or Type Name: Diane S Brash  
Notary Public in and for the State of Indiana  
My appointment expires: 11-15-2012

**Exhibit "A"**

**(Legal Description)**

**Page 1 of 1**

Lot 4, Perkins Subdivision of the East Half of the Northwest Quarter and the Southwest Quarter of the Northwest Quarter of Section 31, Township 10 North, Range 7 East of the 6<sup>th</sup> P.M., Lincoln, Lancaster County, Nebraska, together with Railroad Right of Way Except that part deeded to the County of Lancaster, Nebraska filed August 20, 1908 in Book 145, Page 313 in the office of the Register of Deeds, Lancaster County, Nebraska and Except all that part of Lot 4 lying South of the Railroad Right of Way.