

LEASE AGREEMENT

THIS LEASE AGREEMENT ("Lease") entered into as of this ___ day of _____, 2010, by and between the City of Overland Park, Kansas, a municipal corporation ("Lessor") and Verizon Wireless (VAW) LLC d/b/a Verizon Wireless ("Lessee"). Lessor and Lessee are sometimes referred to herein individually as a "Party" or collectively as the "Parties".

I. Background

- A. Lessor is the owner in fee simple of a parcel of land located at 11099 West 135th Street, Overland Park, Kansas, (the "Land"). The Land is legally described on the attached Exhibit A.
- B. Lessee is a wireless communications provider that offers products and services for wireless communications.
- C. Lessee desires to construct a 150' communications tower on the Land (the "Tower"), to transfer ownership of the Tower to the Lessor upon completion and to subsequently lease from Lessor Tower antenna space, cable runs to connect equipment to antennas and ground space on the Land for Lessee to place an equipment cabinet to house Lessee's equipment on the Land.
- D. Lessee further desires to lease from Lessor the right to utilize, during the term of the Lease, a twenty (20) foot wide roadway for ingress and egress, extending from the Tower to 135th Street.
- E. This is a non-exclusive Lease. Lessee agrees and acknowledges that Lessor may, from time to time, at its option, offer for rent to other Lessees, space on the Tower and ancillary ground shelter area without the consent of Lessee.
- F. Accordingly, the Parties are entering into this Lease on the terms and conditions set forth herein.

II. Terms

In consideration of the mutual covenants contained in this Lease, the Parties agree as follows:

- A. Leased Premises.
 - 1. Lessor leases to Lessee, Tower antenna space, cable runs to connect equipment to antennas and an 18' x 36' area of ground space for placement of an equipment building, together with a non-exclusive easement for ingress, egress and utilities over the Land as more fully

described and depicted in the plans attached hereto as Exhibit B (collectively referred to as the "Premises").

2. This Lease is not a franchise pursuant to K.S.A. 12-2001 et seq., nor is it a permit or license to use any public right of way other than the Premises described herein. Any such franchise, permit or license if applicable must be obtained separately from Lessor.
3. In the event any Court or Governmental Authority of competent jurisdiction orders, decrees or otherwise requires Lessor to limit, restrict or cease operating the Premises as a communications facility or operating the Premises as a communications facility becomes economically not viable for Lessor, this Lease shall immediately terminate without further liability to either Lessor or Lessee. Lessee shall immediately remove any equipment, antennas or personal property in accordance with the terms of this Lease.

B. Lease Term.

1. This Lease shall be effective as of the date of execution by both Parties, provided, however, the initial term shall be for ten (10) years and shall commence based on the date Lessee commences installation of the equipment on the Premises. In the event Lessee commences installation of equipment between the 1st and 15th of the month, the Lease shall commence on the 1st of that month, and if such date falls between the 16th and 31st of the month, then the Lease shall commence on the 1st day of the following month (either of the foregoing being the "Commencement Date"). Lessor and Lessee agree that they shall acknowledge in writing the Commencement Date. Lessor and Lessee further acknowledge and agree that initial Rent payment(s) shall not actually be sent by Lessee until its receipt of the written acknowledgement confirming the Commencement Date as required by this Lease.
2. This Lease shall automatically be extended for one (1) additional five (5) year term unless Lessee terminates it at the end of the initial ten (10) year term by giving Lessor written notice of the intent to terminate at least six (6) months prior to the end of such term.
3. If at the end of the one (1) five (5) year extension term this Lease has not been terminated by either Party by giving to the other written notice of an intention to terminate it at least three (3) months prior to the end of such term, this Lease shall continue in force upon the same covenants, terms and conditions for a further term of one (1) year and for one (1) year terms thereafter until terminated by either Party by giving to the other written notice of its intention to so terminate at least three (3) months prior to the

end of the then current term. The initial term and all extensions shall be collectively referred to herein as the "Term".

C. Rent.

1. Lessee shall pay Lessor as rent for the Premises each month during the initial year of this Lease the sum of One Thousand Eight Hundred Thirty-Eight Dollars and No/100 (\$1,838.00) ("Rent"). The Rent shall be paid prior to the fifth (5th) day of each calendar month in advance. In consideration for Lessee's agreement herein to construct the Tower and then convey the same to Lessor, the monthly Rent shall be abated for the first seventy-two (72) months following the Commencement Date (the "Abatement Period") and Lessee shall have no obligation to pay any Rent payments during the Abatement Period notwithstanding anything to the contrary provided in this Lease.
2. Except with respect to Rent payments made pursuant to paragraph C.6, all Rent shall be paid by Lessee to Lessor at the address herein set forth: City Clerk, City of Overland Park, 8500 Santa Fe, Overland Park, Kansas 66212.
3. Lessee shall pay Lessor a late payment charge equal to five percent (5%) of the Rent amount for any month where the Rent payment has not been timely made. Any Rent payment received after the due date shall be deemed late and subject to the provisions of this paragraph.
4. Commencing on the first (1st) annual anniversary of the Commencement Date, and on each annual anniversary of the Commencement Date thereafter during the Term, monthly Rent for each such additional year shall be increased by an amount equal to three percent (3%) of the monthly Rent payable with respect to the immediately preceding year.
5. Rent and all other consideration to be paid or provided by Lessee to Lessor shall constitute Rent and shall be paid or provided without offset.
6. At Lessee's request, Lessor agrees to provide Lessee information necessary to allow Lessee to make all Rent payments through direct deposit or similar paperless transfer of funds.
7. If this Lease is terminated at a time other than the last day of the month, Rent shall be prorated as of the date of termination and, in the event of termination for any reason other than Lessee's default, all prepaid rents shall be refunded to the Lessee.

D. Use of Premises

1. Prior to the Commencement Date and in compliance with the terms and conditions of the Right of Entry Agreement between the Parties dated August 25, 2010, Lessee may, with at least twenty four (24) hour advanced notice to Lessor's representative and with the permission of and at times permitted by the Lessor, at Lessee's sole cost and expense, enter upon the Premises and conduct such studies as Lessee deems necessary to determine the site suitability for Lessee's intended use. These studies may include surveys, soil tests, environmental evaluations, radio wave propagation measurements, field strength test and such other analyses and studies as Lessee deems necessary or desirable, provided that such tests may not cause any harmful interference or otherwise damage any other equipment, structures or operations on the Premises, including use of the Premises by Lessor or any of Lessor's assignees or lessees.
2. Lessee shall use the Premises for the construction, maintenance repair and operation of a communications facility and for no other purpose. Lessee shall, at its expense, comply with all present and future federal, state, and local laws, ordinances, rules and regulations (including but not limited to laws and ordinances relating to health, safety, radio frequency emissions, and radiation) in connection with the use, operation, maintenance, construction and/or installation on the Premises.
3. Lessor shall provide Lessee with twenty-four (24) hour, seven (7) day a week, year around access to the Premises, provided that the Lessee shall give the Lessor telephonic notice at telephone number 913-895-6300 (or such other telephone number as Lessor may provide to Lessee in writing with at least thirty (30) days written notice) prior to its accessing the Premises; provided, however, in the event Lessee needs to work on or access its equipment on the Tower, it shall provide the Lessor at least twenty-four (24) hours advance telephonic notice. Notwithstanding the foregoing, in the event access is required due to an emergency, Lessee will provide Lessor as much telephonic notice as reasonably practicable under the circumstances.

E. Construction of Tower, Attachment of Antennas, Construction of Ground Equipment, Improvements, Removal

1. Lessee shall construct at its cost, the Tower on the Premises according to the location, size and specifications contained within the final construction drawings as approved in writing by Lessor.
2. Lessee agrees that all construction by Lessee as contemplated by this Lease, including but in no way limited to Lessee's construction of the Tower, will be done in a good and workmanlike manner in accordance with the approved plans and specifications unless otherwise approved in writing by Lessor, and in compliance with the Construction Management

Provisions set forth in Exhibit C. Upon completion of the Tower, Lessee shall convey unencumbered ownership of the Tower to Lessor by a bill of sale, in the form attached hereto as Exhibit D.

3. Lessee shall attach its antennas on the Tower at centerline heights of 145' and 135', as well as construct the necessary ground equipment and ancillary support facilities and structures needed to perform the expressed intended purpose of this Lease. Lessee shall also provide and install any landscaping or aesthetic improvements in accordance with the initial construction plans as approved by Lessor; provided, however, Lessor shall maintain such landscaping and improvements which are located outside of Lessee's 18' x 36' area of ground space.
4. Prior to commencing any additional construction, improvement, alteration or installation, Lessee shall submit plans and specifications for such work to Lessor for Lessor's written approval, such approval not to be unreasonably withheld or delayed. No improvement, construction, installation or alteration shall be commenced until plans for such work have been approved by the Lessor and all necessary permits have been properly issued.

Such plans shall include: Fully dimensioned site plans that are drawn to scale and show (i) the proposed location of the antennas, equipment shelter/cabinets, driveway and parking areas, (ii) the proposed clearing and landscaping, (iii) the proposed type and height of fencing, (iv) the proposed color of all structures, including fencing, (v) the proposed type of construction material for all structures, including fencing, and any other details that the Lessor may request.

5. Prior to commencing construction referenced above, Lessee shall provide Lessor with the name of the contractor that will be constructing the Tower and the improvements, or performing the installation or alterations. The contractor is subject to the prior written approval of Lessor, such approval not to be unreasonably withheld or delayed. The Tower and all improvements shall be constructed in a workmanlike manner without the attachment of any liens to the Premises and shall be completed in compliance with all applicable laws, rules, ordinances and regulations.
6. Lessee or Lessee's general contractor shall, prior to commencing any construction on the Premises, post a payment bond assuring that the Tower and any improvements will be constructed without the attachment of any construction liens. Prior to commencing any construction on the Premises, either Lessee or Lessee's general contractor shall also post a performance bond, the terms of which shall be mutually satisfactory to both Parties and the amount of which shall be sufficient to insure completion of the construction of the improvements as reflected in the initial construction plans approved by Lessor.

7. Upon completion of the initial construction and conveyance of the Tower pursuant to paragraph E.2, the Premises and Tower shall be the property of Lessor. Lessee shall remove Lessee's equipment, antennas and personal property upon expiration or termination of the Lease by its terms. Such removal shall be done in a workmanlike and careful manner and without interference or damage to any other equipment, structures or operations on the Premises, including use of the Premises by Lessor or any of Lessor's assignees or other lessees. If, however, Lessee requests permission not to remove all or a portion of the improvements, and Lessor consents to such non-removal, title to the affected improvements shall thereupon transfer to Lessor and the same thereafter shall be the sole and entire property of Lessor, and Lessee shall be relieved of its duty to otherwise remove the same. All other alterations, improvements and structures located or constructed on the Premises, including Lessee's equipment shelter (but excluding Lessee's equipment inside its equipment shelter, other movable equipment and trade fixtures), shall become the property of Lessor upon termination of the Lease, except that Lessor may, by written notice to Lessee, require Lessee to remove all such improvements upon termination of the Lease. Should the Lessee fail to remove Lessee's facilities from the Premises within thirty (30) days after the termination or expiration of the Lease, Lessor may remove and store Lessee's facilities at Lessee's sole cost and expense. If Lessee does not claim Lessee's facilities, and provided Lessor has given Lessee sixty (60) days written notice, Lessee's facilities shall be deemed to be abandoned.
8. Upon removal of the improvements (or portions thereof) as provided above, Lessee shall restore the affected area of the Premises to the same condition as on the Commencement Date, reasonable wear and tear and insured casualty damages excepted.
9. All costs and expenses for the removal and restoration to be performed by Lessee pursuant to this section shall be borne by Lessee, and Lessee shall hold Lessor harmless from any portion thereof.
10. No improvements or modifications to the Premises shall be made without the Lessor's consent. Such consent by the Lessor shall not be unreasonably withheld or delayed. Moreover, any such improvements or modifications are subject to the conditions set forth in paragraphs D.2 through D.6, above.

F. Use by Other Lessees

1. Lessee shall cooperate with any existing or future lessee on the Tower in connection with their location and placement of their antennas and other facilities on the Tower and in constructing the ancillary support facilities. If the location and placement cannot be agreed to after a good faith effort

has been made, Lessor shall make a final resolution that binds both Lessee and the current or future lessees; provided, however, that in no event shall Lessee be required to move its antennas from the location and height originally constructed by Lessee, or to relocate its equipment on the ground space.

2. Current and future lessees shall be solely responsible for the cost of location and placement of their equipment onto the Tower and in constructing the ancillary support facilities, including any support buildings. The current or future lessees shall also be responsible for any liabilities that arise from their use of the Tower. Lessee agrees not to interfere with the use and or operation of any other lessee. Lessor agrees to take all reasonable steps necessary to ensure that all current and future lessees do not interfere with the use and operation of the Premises by Lessee.
3. Lessor may elect at any time to rent space on the Tower to another lessee. Lessee shall cooperate with Lessor in connection with Lessor's location and placement of future lessee's antennas and other facilities on the Tower and into the ancillary support facilities. If the location and placement cannot be agreed to, Lessor shall make the final resolution and plan, which shall bind both Lessee and Lessor as outlined in paragraphs F.1 and F.2, above; provided however, that in no event shall Lessee be required to move its antennas from the location and height originally constructed by Lessee or to relocate its equipment on the ground space. The collection of rent from any other lessee shall in no way alter Lessee's responsibility under this Lease to pay its Rent.
4. Lessor or Lessee may require any future lessee on the Tower to obtain an interference study to indicate whether the future lessee's intended use of the Tower will interfere with Lessor's or Lessee's use of the Tower. In the event that such a study indicates that any future lessee's use will potentially interfere with Lessor's or Lessee's use of the Tower, Lessor or Lessee may require the future lessee, at the future lessee's expense (as appropriate), to relocate the future lessee's antenna and other equipment so as to minimize the interference.
5. Lessee shall operate the Lessee's facilities in a manner that will not cause interference to Lessor and other lessees or licensees of the Land and Tower, provided that their installations predate that of the Lessee's facilities. In the event any after-installed Lessee's equipment causes such interference, and after Lessor has notified Lessee in writing of such interference, Lessee will take all steps necessary to correct and eliminate the interference, including but not limited to, at Lessee's option, powering down such equipment and later powering up such equipment for intermittent testing (as approved by Lessor). In no event will Lessor be entitled to terminate this Lease or relocate the equipment as long as the

interference has been eliminated and is not continuing, and provided Lessee is making a good faith effort to remedy the interference issue.

6. Subsequent to the installation of the Lessee's facilities, Lessor shall not permit itself, its lessees or licensees to install new equipment on the Land, or property contiguous thereto owned or controlled by Lessor, if such equipment is believed to cause interference with Lessee's operation. In the event interference occurs, Lessor shall take all reasonable action necessary to eliminate such interference. In the event Lessor fails to resolve the interference, Lessee's sole remedy is termination of this Lease.
- G. Net Lease. The Parties agree that this is a net Lease intended to assure Lessor the Rents are reserved on an absolute net basis.
- H. Signs\Graffiti. Lessee may place signs on the Premises subject to applicable governmental regulations; however, Lessee shall first obtain the Lessor's written consent to design, size and location. Lessor at any time may enter the Premises and undertake any activities necessary to abate or remove graffiti located therein.
- I. Maintenance. Lessee shall, at its expense, maintain its own, equipment and other personal property on the Premises and keep the same in good working order, condition and repair. Lessee shall keep the portion of the Premises occupied by it free of debris and anything of a dangerous, noxious or offensive nature or which would create a hazard or undue vibration, heat, noise or interference. Lessor shall, at its sole expense, maintain all common areas on the Premises. Lessor may require Lessee to submit to an annual inspection of its improvements, equipment, fixtures and personal property placed on the Premises by Lessee. As a part of the annual inspection, Lessee, may be required to make reasonable repairs, at its cost, for damage to the Premises, equipment or personal property, attributable to Lessee's use.
- J. Access. Lessor and its agents shall have the right to enter the Premises at reasonable times and upon reasonable notice to examine, inspect and use the Premises; provided, however, that neither Lessor nor its agents will remove, relocate, modify, alter or otherwise tamper with Lessee's equipment on the Premises, unless emergency circumstances dictate otherwise.
- K. Utilities.
 1. Lessee shall be responsible for obtaining any utility service to the Premises that it desires. Lessee shall pay the utility provider directly all charges for utilities to the Premises during the Term of the Lease.
 2. Lessee may install an emergency power generator within the Lessee's equipment shelter on the Premises in accordance with the plans and

specifications approved by Lessor pursuant to paragraphs E.1 and E.4 of this Lease.

- L. License Fees. Lessee shall pay, as they become due and payable, all fees, charges, taxes and expenses required for licenses and/or permits required for or occasioned by Lessee's use of the Premises.
- M. Governmental Approvals. This Lease is contingent upon Lessee's obtaining and maintaining all necessary governmental approvals, permits or licenses that are necessary.
- N. Default and Lessor's Remedies. It shall be a default; if Lessee defaults in the payment or provision of Rent or any other sums to Lessor when due, and does not cure such default within fifteen (15) days after written notice from Lessor specifying the default complained thereof; or if Lessee defaults in the performance of any other covenant or condition of this Lease and does not cure such other default within thirty (30) days after written notice from Lessor specifying the default complained of; or if Lessee abandons or vacates the Premises; or if Lessee is adjudicated as bankrupt or makes any assignment for the benefit of creditors; or if Lessee becomes insolvent.

In the event of a default, Lessor shall have the right, at its option, in addition to and not exclusive of any other remedy Lessor may have by operation of law, without any further demand or notice, to re-enter the Premises and eject all persons therefrom, and either (a) declare this Lease at an end, in which event Lessee shall immediately vacate the Premises (and proceed as set forth in paragraph C.7) and pay Lessor a sum of money equal to the total of (i) the amount of the unpaid Rent and additional Rent accrued through the date of termination and (ii) liquidated damages equal to the lesser of (A) one (1) year's Rent for the then-current term, or (B) the amount of unpaid Rent reserved for the balance of the then-current term or (b) without terminating this Lease, relet the Premises, or any part thereof, for the account of Lessee upon such terms and conditions as Lessor may deem advisable, and any monies received from such reletting shall be applied first to the expenses of such reletting and collection, and if a sufficient sum shall not be thus realized to pay such sums and other charges, Lessee shall pay Lessor any deficiency monthly, notwithstanding that Lessor may have received rental in excess of the rental stipulated in this Lease in previous or subsequent months, and Lessor may bring an action therefore as such monthly deficiency shall arise.

No re-entry and taking of possession of the Premises by Lessor shall be construed as an election or waiver on Lessor's part to terminate this Lease, regardless of the extent of renovations and alterations by Lessor, unless a written notice of such intention is given to Lessee by Lessor. Notwithstanding any reletting without termination, Lessor may at any time thereafter elect to terminate this Lease for such previous breach.

If suit shall be brought by Lessor for recovery of possession of the Premises, for the recovery of any Rent or additional Rent or any other amount due under the provisions of this Lease, or because of the breach of any other covenant, the Lessee shall pay to the Lessor all expenses incurred therefore, including reasonable attorney fees, if Lessor prevails in its recovery action.

For purposes of this Lease, "abandons or vacates" means, at any time during the term of this Lease Lessee moves from or ceases to occupy the Premises, relinquishing or giving up with the intent, express or implied, to never again resume any interest or right created by this Lease. Removal of equipment or antennas, without replacing the same in a reasonable time, shall be deemed an external act of Lessee's intent to abandon or vacate.

- O. Cure by Lessor. In the event of any default of this Lease by Lessee, the Lessor may at any time after written notice, and the expiration of any cure period(s), cure the default for the account of and at the expense of the Lessee. If Lessor is compelled to pay or elects to pay any sum of money or to do any act which will require the payment of any sum of money or is compelled to incur any expense in instituting, prosecuting or defending any action to enforce the Lessor's rights under this Lease, the sums so paid by Lessor, with all interest, costs (including but not limited to actual attorney's fees) and damages shall be deemed to be additional Rent and shall be due from the Lessee to Lessor on the first day of the month following the thirtieth (30th) day after the date on which Lessee receives Lessor's written invoice for respective expenses incurred, provided the Lessor's payment, performance or enforcement of rights is due to Lessee's breach of the Lease.
- P. Damage or Destruction. If the Tower or any portion of the Tower is destroyed or damaged so as to materially hinder effective use of the Tower through no fault or negligence of Lessee, Lessee may elect to terminate this Lease upon thirty (30) days' written notice to Lessor. In such event, Lessor and Lessee shall proceed as set forth in paragraph E.7, above. This Lease (and Lessee's obligation to pay rent) shall terminate upon Lessee's fulfillment of the obligations set forth in the preceding sentence, at which termination Lessee shall be entitled to the reimbursement of any Rent prepaid by Lessee. Lessor shall have no obligation to repair any damage to any portion of the Premises.
- Q. Condemnation. In the event the Premises are taken by eminent domain, this Lease shall terminate as of the date title to the Premises vests in the condemning authority. In the event a portion of the Premises is taken by eminent domain so as to materially hinder effective use of the Premises by Lessee, either Party shall have the right to terminate this Lease as of said date of title transfer, by giving thirty (30) days' written notice to the other Party. In the event of any taking under the power of eminent domain, Lessee shall not be entitled to any portion of the reward paid to Lessor for the taking and the Lessor shall receive full amount of such award. Lessee shall hereby expressly waive any right or claim to any portion thereof although all damages, whether awarded as compensation for

diminution in value of the leasehold or to the fee of the Premises, shall belong to Lessor. Lessee shall have the right to claim and recover from the condemning authority, but not from Lessor, such compensation as may be separately awarded or recoverable by Lessee on account of any and all damage to Lessee's business and any costs or expenses incurred by Lessee in moving/removing its equipment, personal property, and leasehold improvements.

R. Indemnity and Insurance

1. Disclaimer of Liability: Except as otherwise provided by law, Lessor shall not at any time be liable for injury or damage occurring to any person or property from any cause whatsoever arising out of Lessee's construction, maintenance, repair, use, operation, condition or dismantling of the Premises or Tower, except to the extent attributable to the negligent or intentional act or omission of Lessor, its employees, agents or independent contractors.
2. Indemnification: Except to the extent attributable to the negligent or intentional act or omission of Lessor, its employees, agents or independent contractors, Lessee shall indemnify and hold harmless Lessor and its employees, agents, and contractors (hereinafter referred to as "Indemnitees"), from and against:
 - (a) Any and all liability, obligation, damages, penalties, claims, liens, costs, charges, losses and expenses (including, without limitation, reasonable fees and expenses of attorneys, expert witnesses and consultants), which may be imposed upon, incurred by or be asserted against the Indemnitees by reason of any act or omission of the Lessee's employees, agents, contractors or subcontractors, resulting in the personal injury, bodily injury, sickness, disease or death to any person or damage to, loss of or destruction of tangible or intangible property, and unauthorized use of any trademark, trade name, copyright, patent, service mark or any other right of any person, firm or corporation, which may arise out of or be in any way connected with Lessee's construction, installation, operation, maintenance, or use of the Premises or the failure by Lessee to comply with any applicable federal, state or local statute, ordinance or regulation.
 - (b) Any and all liabilities, obligations, damages, penalties, claims, liens, costs, charges, losses and expenses (including, without limitation, reasonable fees and expenses of attorneys, expert witnesses and other consultants), which are imposed upon, incurred by or asserted against the Indemnitees by reason of any claim or lien arising out of work, labor, materials or supplies provided or supplied to the Lessee, its contractors or subcontractors, for the Lessee's, contractor's or subconstrator's installation, construction, operation,

maintenance, or use of the Premises, and, upon the written request of Lessor, the Lessee shall cause such claim or lien covering Lessor's property to be discharged or bonded within thirty (30) days following such request.

- (c) Any and all liability, obligation, damages, penalties, claims, liens, costs, charges, losses and expenses (including, without limitation, reasonable fees and expenses of attorneys, expert witnesses and consultants), which may be imposed upon, incurred by or be asserted against the Indemnitees by reason of any financing or securities offering by Lessee or its affiliates for violations of the common law or any laws, statutes, or regulations of the State of Kansas or United States, including those of the Federal Securities and Exchange Commission, whether by Lessee or otherwise.
3. Defenses of Indemnitees: In the event any action or proceeding shall be brought against the Indemnitees by reason of any matter for which the Indemnitees are indemnified hereunder, Lessee shall, upon notice from any of the Indemnitees, at its sole cost and expense, resist and defend the same with legal counsel; provided however, that Lessee shall not admit liability in any such matter on behalf of the Indemnitees without the written consent of Indemnitees and provided further that Indemnitees shall not admit liability for, nor enter into any compromise or settlement of, any claim for which they are indemnified hereunder, without the prior written consent of Lessee, which consent shall not be unreasonably denied.
 4. Notice: Each Party shall give the other Party prompt notice of the making of any claim or the commencement of any action, suit or other proceeding covered by the provisions of this paragraph.
 5. Insurance: During any term of the Lease, Lessee shall maintain, or cause to be maintained, in full force and effect and at its sole cost and expense, the following types and limits of insurance:
 - (a) Worker's compensation insurance meeting applicable statutory requirements and employer's liability insurance with minimum limits of One Hundred Thousand Dollars (\$100,000) for each accident, One Hundred Thousand Dollars (\$100,000) for each employee (disease) and Five Hundred Thousand Dollars (\$500,000) minimum disease policy limit.
 - (b) Commercial general liability insurance with limits of at least One Million Dollars (\$1,000,000) as the combined single limit for each occurrence of bodily injury, personal injury and property damage. The policy shall provide blanket contractual liability insurance and shall include coverage for products and completed operations liability, independent contractor's liability; coverage for property

damage from perils of explosion, collapse or damage to underground utilities, commonly known as XCU coverage.

- (c) Automobile liability insurance covering all owned, hired and nonowned vehicles in use by Lessee, its employees and agents, with personal protection insurance and property protection insurance to comply with the provisions of state law with minimum limits of One Million Dollars (\$1,000,000) as the combined single limit for each occurrence for bodily injury and property damage.
 - (d) At the start of and during the period of construction or installation, property coverage (builders risk) covering cables, materials, machinery and supplies of any nature whatsoever which are to be used in or incidental to the installation on the Tower. Upon completion of the installation on the Tower, Lessee shall substitute for the foregoing insurance policies of fire, extended coverage and vandalism and malicious mischief insurance on its personal property. The amount of insurance at all times shall be representative of the insurable values installed or constructed.
 - (e) Business interruption insurance coverage in an amount sufficient to cover such loss of revenues, for the period of time which it would take, under normal circumstances, to repair or replace that part(s) of the Premises which is damaged and caused the loss of revenue.
 - (f) All policies shall be written on an occurrence basis.
 - (g) The coverage amounts set forth above may be met by a combination of underlying and umbrella policies so long as in combination the limits equal or exceed those stated.
6. Additional Insureds: All policies, except for fire, extended coverage and vandalism and malicious mischief, business interruption and worker's compensation policies/employer's liability, shall name Lessor as an additional insured (herein referred to as to the "Additional Insureds"). Lessor will be named as Additional Insured on Lessee's coverage with respect to indemnification contained in this Lease, subject to standard policy provisions and exclusions.
7. Evidence of Insurance: Certificates of Insurance for each insurance policy required to be obtained by Lessee in compliance with this paragraph, shall be filed and maintained with Lessor annually during the term of the Lease. Lessee shall immediately advise Lessor of any claim or litigation that may result in liability to Lessor.
8. Cancellation of Policies of Insurance: The Certificate of Insurance shall contain the following:

At least thirty (30) days prior written notice shall be given to Lessor by the insurer of any intention not to renew such policy or to cancel or replace same.

9. Insurance Companies: All insurance shall be effected under valid and enforceable policies, insured by insurers licensed to do business by the State of Kansas or surplus line carriers on the State of Kansas Insurance Commissioner's approval list of companies qualified to do business in the State of Kansas.
 10. Contractors: Lessee shall require that each and every one of its contractors and their subcontractors who perform work on the Premises to carry, in full force and effect, worker's compensation, comprehensive general liability and automobile liability insurance coverage's of the type which Lessee is required to obtain under the terms of this paragraph with appropriate limits of insurance.
 11. Review of Limits: Once during each calendar year during the term of this Lease, Lessor may review the insurance coverage's to be carried by Lessee. If Lessor and Lessee mutually agree that higher limits of coverage are necessary to protect the interest of Lessor or the Additional Insureds, or that Lessee has failed to comply with the insurance requirements as stated in the Lease, Lessee shall obtain the additional limits of insurance, at its sole cost and expense.
- S. Hazardous Substance Indemnification. Lessee represents and warrants, that its use of the Premises herein will not generate any hazardous substance, and it will not store, use or dispose on the Premises nor transport to or over the Premises any hazardous substance in violation of any applicable law. "Hazardous substance" shall be interpreted broadly to mean any substance or material defined or designated as hazardous or toxic waste, hazardous or toxic material, hazardous or toxic or radioactive substance, or other similar term by any federal, state or local environmental law, regulation or rule presently in effect or promulgated in the future, as such laws, regulations or rules may be amended from time to time; and it shall be interpreted to include, but not limited to, any substance which after release into the environment will or may reasonably be anticipated to cause sickness, death or disease.
- T. Acceptance of Premises. By taking its possession of the Premises, Lessee accepts the Premises in the condition existing as of the Commencement Date.
- U. Estoppel Certificate. Lessor and Lessee shall, at any time and from time to time upon not less than ten (10) business days prior request by either Party, deliver to the requesting Party a statement in writing certifying that (a) the Lease is unmodified and in full force (or if there have been modifications, that the Lease is in full force as modified and identifying the modifications); (b) the dates to which Rent and other charges have been paid; (c) so far as the person making the

certificate knows, whether either Party is in default under any provision of the Lease; and (d) such other factual matters as either Party may reasonably request.

- V. 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 if delivered by a nationally recognized courier services, to the following addresses:

**To Lessor: City Clerk
 8500 Santa Fe Drive
 Overland Park, KS 66212**

**With Copy To: Vicki Irey
 Director of Information Technology
 8500 Antioch Road
 Overland Park, KS 66212**

**Tammy M. Owens
Senior Assistant City Attorney
8500 Santa Fe Drive
Overland Park, KS 66212**

**If to Lessee: Verizon Wireless (VAW) LLC
 d/b/a Verizon Wireless
 180 Washington Valley Road
 Bedminster, New Jersey 07921
 Attention: Network Real Estate**

- W. Assignment and Subletting. Lessee shall not assign this Lease in whole or in part, or sublet all or any part of the Premises without the Lessor's prior written consent, except Lessee may assign to (i) any person or business entity which is parent, subsidiary or affiliate of Lessee; (ii) any person or business entity that controls or is controlled by or under common control with Lessee; (iii) any person or business entity that is merged or consolidated with Lessee or purchases a majority or controlling interest in the ownership or assets of Lessee; or (iv) any entity that purchases a majority of Lessee's communications facilities in the market defined by the Federal Communications Commission in which the Premises is located by reason of a merger, acquisition or other business reorganization. Consent by Lessor to any other assignment or subletting shall not constitute a waiver of the necessity of such consent to any subsequent assignment or subletting. This prohibition against any assignment or subletting shall be construed to include a prohibition against any subletting or assignment by operation of law. If this Lease is assigned, or if the Premises or any part thereof is sublet or occupied by anyone other than Lessee, Lessor may collect Rent, including additional Rent, from the assignee, sublessee or occupant and

apply the net amount collected to the Rent, and other obligations of Lessee hereunder reserved, but no such assignment, subletting, occupancy or collection shall be deemed a waiver or release of Lessee from the further performance by Lessee of the covenants on the part of Lessee hereunder contained. Notwithstanding any assignment or sublease, Lessee shall remain fully liable on this Lease and shall not be released from performing any of the terms, covenants and conditions of this Lease unless Lessee is released from such liability in writing by Lessor.

Any person or entity to which this Lease is assigned pursuant to the provisions of the Bankruptcy Code, 11 USC sections 101, et seq., shall be deemed without further act to have assumed all of the obligations of Lessee arising under this Lease on and after the date of such assignment. Any such assignee shall, upon demand, execute and deliver to Lessor an instrument confirming such assumption. Any monies or other considerations payable or otherwise to be delivered in connection with such assignment shall be paid to Lessor, shall be the exclusive property of Lessor, and shall not constitute property of the Lessee or of the estate of Lessee within the meaning of the Bankruptcy Code. Any monies or other considerations constituting Lessor's property under the preceding sentence not paid or delivered to Lessor shall be held in trust for the benefit of Lessor and be promptly paid to Lessor.

- X. Successors and Assigns. This Lease shall run with the Land and be binding on and inure to the benefit of the Parties, their respective heirs, personal representatives, successors and assigns.
- Y. Non-Waiver. Failure of either Party to insist on strict performance of any of the conditions, covenants, terms or provisions of this Lease or to exercise any of its rights hereunder shall not waive such rights, but either Party shall have the right to enforce such rights at any time and take such action as might be lawful or authorized hereunder, either in law or equity. The receipt of any sum paid by Lessee to Lessor after a breach of this Lease shall not be deemed a waiver of such breach unless expressly set forth in writing.
- Z. Taxes
 - 1. Lessee shall pay all real and personal property taxes and assessments for Lessee's improvements located on the Premises, including but not limited to real and personal property taxes if any, which become due and payable during the term of this Lease; provided, however, Lessor shall require any other providers to share and pay, on a pro rata basis with Lessee, the foregoing taxes. Lessee will be provided with a yearly statement for its share of said taxes. All such payments shall be made, and evidence of all such payments shall be provided to Lessor, at least ten (10) days prior to the delinquency date for the payment. Lessee shall pay all taxes on its personal property on the Premises.

2. Lessee shall indemnify Lessor from any and all liability, obligation, damages, penalties, claims, liens, costs, charges, losses and expenses (including, without limitation, reasonable fees and expenses of attorneys, expert witnesses and consultants), which may be imposed upon, incurred by or be asserted against Lessee in relation to the taxes owed or assessed on the Premises directly resulting from the use\occupancy of the Premises by Lessee.
3. If the methods of taxation in effect at the Commencement Date of the Lease are altered so that in lieu of or as a substitute for any portion of the property taxes and special assessments now imposed on property there is imposed a tax on or against the rentals payable by Lessee to Lessor, Lessee shall pay those amounts in the same manner as provided for the payment of real and personal property taxes.
4. In the event Lessor leases additional space on the Premises to another Lessee, any taxes due pursuant to paragraph Z.1 above shall be divided between Lessee and any other lessee(s) on a pro rata basis.

AA. Miscellaneous

1. To promote co-location and to reduce the proliferation of wireless telecommunications towers, all Lessees on the Tower will be encouraged by Lessor to consider the Premises as a "collocation site" with other wireless telecommunications companies for the purpose of allowing each other to locate in the future on any sites in and around the City of Overland Park, Kansas.
2. Lessor and Lessee represent that each, respectively, has full right, power, and authority to execute this Lease.
3. This Lease constitutes the entire agreement and understanding of the Parties and supersedes all offers, negotiations, and other agreements of any kind with respect to the subject matter hereof. There are no representations or understandings of any kind not set forth herein. Any modification of or amendment to this Lease must be in writing and executed by both Parties.
4. This Lease shall be construed in accordance with the laws of the State of Kansas.
5. If any term of this Lease is found to be void or invalid, such finding shall not affect the remaining terms of this Lease, which shall continue in full force and effect.
6. Lessee, upon paying the Rent and otherwise being in compliance with the terms of this Lease, shall peaceably and quietly have, hold and enjoy the Premises.

7. To the extent permitted by law and as long as Lessee is not in default of this Lease, Lessor hereby waives any and all lien rights it has or may have, statutory or otherwise, concerning Lessee's facilities and equipment on the Premises, all of which shall be deemed personal property and not fixtures for the purposes of this Lease, regardless of whether or not the same is deemed real or personal property under applicable law and Lessee has the right to remove same at any time without Lessor's consent.
8. Lessor acknowledges that Lessee may have entered into financing arrangement including promissory notes and financial and security agreements for the financing of the Lessee's 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, so long as Lessee is not in default, Lessor (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.
9. In any case where the approval or consent of one Party hereto is required, requested or otherwise to be given under the Lease, such Party shall not unreasonably delay, condition or withhold its approval or consent.
10. All Riders and Exhibits annexed hereto form material parts of this Lease and are incorporated herein by reference.
11. This Lease may be executed in duplicate counterparts, each of which shall be deemed an original, but all of which together shall constitute a single instrument.
12. Lessor hereby agrees to provide to Lessee certain documentation (the "Rental Documentation") evidencing Lessor's interest in, and right to receive payments under, this Lease, including, without limitation: (i) documentation, acceptable to Lessee in Lessee's reasonable discretion, evidencing Lessor's good and sufficient title to and/or interest in the Property and right to receive Rent payments and other benefits hereunder; (ii) a complete and fully executed Internal Revenue Service Form W-9, or equivalent, in a form acceptable to Lessee, for any party to whom rental payments are to be made pursuant to this Lease; and (iii) other documentation requested by Lessee in Lessee's reasonable discretion. From time to time during the Term of this Lease and within thirty (30) days of a written request from Lessee, Lessor agrees to provide updated Rental Documentation in a form reasonably acceptable to Lessee. The Rental Documentation shall be provided to Lessee in accordance with the provisions of and at the address given in paragraph V. Delivery of Rental

Documentation to Lessee shall be a prerequisite for the payment of any rent by Lessee and notwithstanding anything to the contrary herein, Lessee shall have no obligation to make any Rent payments until Rental Documentation has been supplied to Lessee as provided herein.

Within fifteen (15) days of obtaining an interest in the Property or this Lease, any assignee(s), transferee(s) or other successor(s) in interest of Lessor shall provide to Lessee Rental Documentation in the manner set forth in the preceding paragraph. From time to time during the Term of this Lease and within thirty (30) days of a written request from Lessee, any assignee(s) or transferee(s) of Lessor agrees to provide updated Rental Documentation in a form reasonably acceptable to Lessee. Delivery of Rental Documentation to Lessee by any assignee(s), transferee(s) or other successor(s) in interest of Lessor shall be a prerequisite for the payment of any Rent by Lessee to such party and notwithstanding anything to the contrary herein, Lessee shall have no obligation to make any Rent payments to any assignee(s), transferee(s) or other successor(s) in interest of Lessor until Rental Documentation has been supplied to Lessee as provided herein.

[Signature Page Follows]

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

LESSOR:

City of Overland Park, Kansas

Carl Gerlach, Mayor

Date:_____

Attest:

Marian Cook, City Clerk

Date:_____

Approved As To Form:

Tammy M. Owens

Senior Assistant City Attorney

Date:_____

LESSEE:

Verizon Wireless (VAW) LLC

d/b/a Verizon Wireless

By:_____

Beth Ann Drohan

Area Vice President Network

Date:_____

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF KANSAS)
) ss.
COUNTY OF JOHNSON)

BE IT REMEMBERED, that on this ____ day of _____, 20____, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came _____, President of _____, LLC, a limited liability company duly organized and existing under and by virtue of the laws of _____; who is personally known to me to be the President and who is personally known to me to be the same person who executed as such officer the within instrument on behalf of said limited liability company, and such person duly acknowledged the execution of the same to be the act and deed of said limited liability company.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal the day and year last above written.

Notary Public

My Appointment Expires:

EXHIBIT A

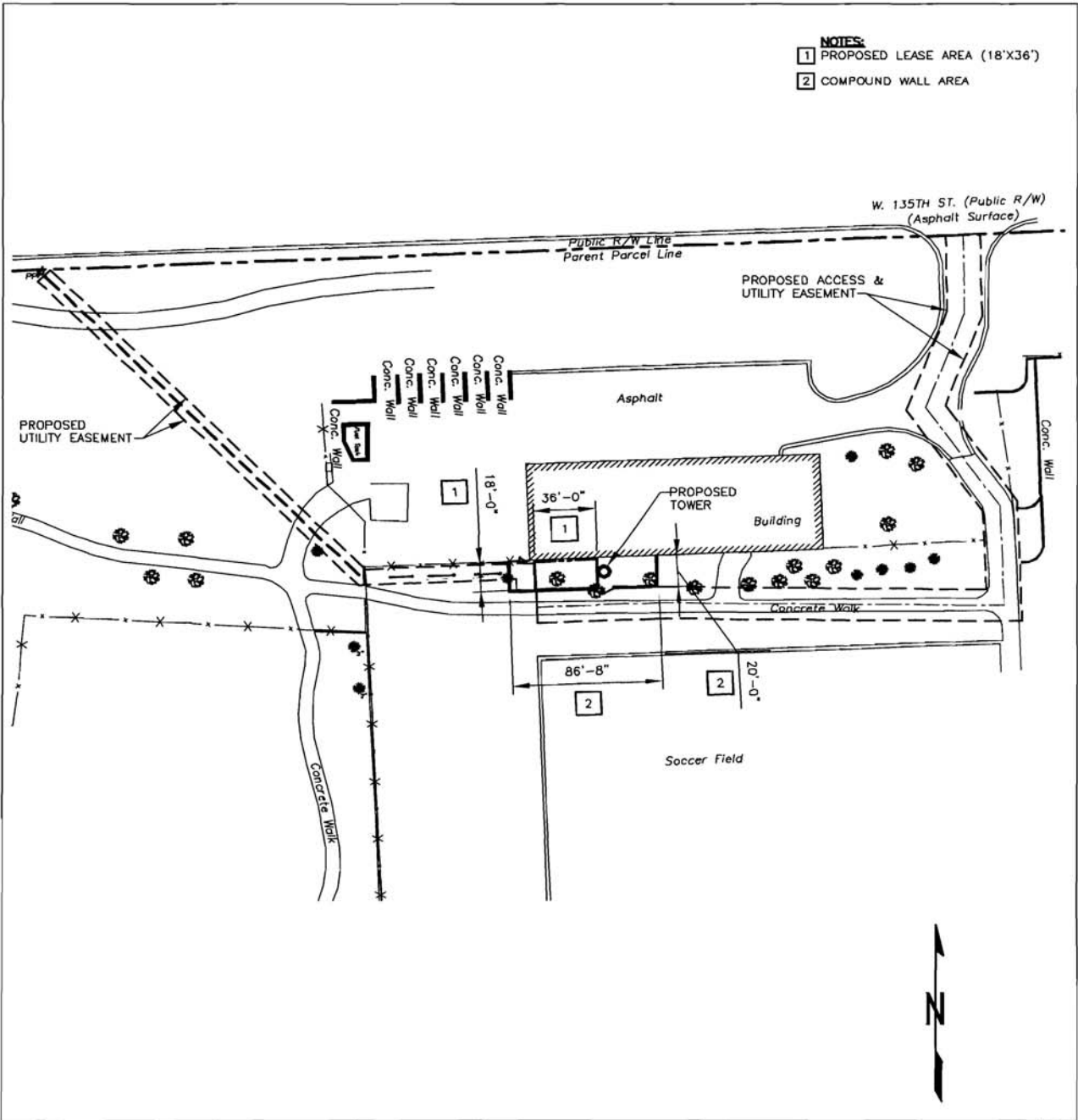
Legal Description of Land

Lot 1, OVERLAND PARK COMMUNITY PARK, in Johnson County, Kansas, EXCEPT that part platted as OVERLAND PARK COMMUNITY PARK, SECOND PLAT.

EXHIBIT B

Site Plans for Lessee's Premises and Equipment

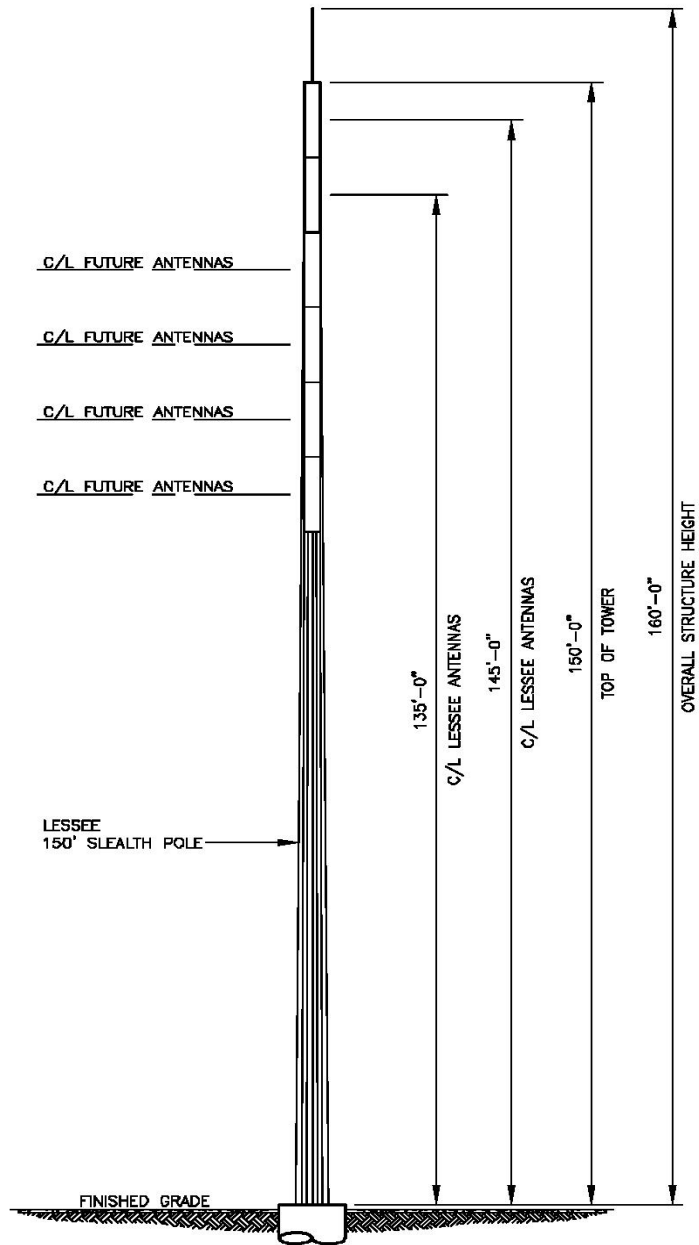
See Attached



- NOTES:**
- 1 PROPOSED LEASE AREA (18'X36')
 - 2 COMPOUND WALL AREA

| | | | |
|----------------------|----------|--|----------|
| LEASE EXHIBIT | | | 1 |
| LESSOR | | KCYC HUSKY | |
| | INITIALS | DATE | |
| LESSOR | | | |
| LESSEE | | | |
| LESSEE | | 10515 WEST 135TH STREET OVERLAND PARK, KANSAS 66213 | |
| REV | DATE | DESCRIPTION | RKT |
| A | 05/10/10 | ISSUED FOR LEASE EXHIBIT | RKT |
| B | 09/21/10 | ISSUED FOR LEASE EXHIBIT | RKT |





LEASE EXHIBIT

1

| LESSOR | | |
|----------|------|--|
| INITIALS | DATE | |
| LESSOR | | |
| LESSEE | | |
| | | |

| KCYC HUSKY | | | |
|-----------------------------|----------|--------------------------|-----|
| LESSEE | | | |
| 10515 WEST 135TH STREET | | | |
| OVERLAND PARK, KANSAS 66213 | | | |
| REV | DATE | DESCRIPTION | |
| B | 09/21/10 | ISSUED FOR LEASE EXHIBIT | RKT |
| C | 10/26/10 | ISSUED FOR LEASE EXHIBIT | RKT |



8500 W. 110th Street, Suite 300
 Overland Park, Kansas 66210
 Phone 913-438-7700
 Fax 913-438-7777

EXHIBIT C

Construction Management Provisions

- (1) Lessor's representative(s) may visit the Construction site at intervals appropriate to the stage of the operations of Lessee and Lessee's contractor (1) to become generally familiar with and to keep the Lessor informed about the progress and quality of the portion of the construction completed, (2) to endeavor to guard the Lessor against defects and deficiencies in the Construction, and (3) to determine in general if the Construction is being performed in a manner indicating that the Construction, when fully completed, will be in accordance with the approved plans and specifications. However, such representative(s) will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Construction. Such representative(s) will neither have control over or charge of, nor be responsible for, the Construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Construction, since these are solely the Lessee's rights and responsibilities.
- (2) Lessor will not be responsible for the failure of the Lessee to perform the Construction in accordance with the requirements of the approved plans and specifications. The Lessor will not have control over or charge of and will not be responsible for acts or omissions of Lessee, Lessee's Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Construction.
- (3) Lessor's representative(s) will have authority to reject construction that does not conform to the approved plans and specifications. Whenever the Lessor's representative(s) considers it necessary or advisable, the Lessor's representative(s) will have authority to require inspection or testing of the construction at the expense of Lessee. However, neither this authority nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Lessor or Lessor's representative(s) to the Lessee, Lessee's Contractor, Subcontractors, material and equipment suppliers, their agents or employees, or other persons or entities performing portions of the Construction.
- (4) If the Lessee hires any contractor to perform any work on the Lessor's property, the Lessee shall require that the contractor meet the insurance requirements contemplated in this Agreement and shall further require that the Lessor be named as an additional insured on the insurance policy. In addition, the Lessee shall require that the contractor indemnify and hold harmless the Lessor as provided in Section II R.

EXHIBIT D

BILL OF SALE

This Bill of Sale is made on the ____ day of _____, 20____, by Verizon Wireless (VAW) LLC d/b/a Verizon Wireless ("Verizon Wireless") whose principal place of business is 180 Washington Valley Road, Bedminster, New Jersey 07921, to the City of Overland Park, Kansas ("Transferee") with its principal location at 8500 Santa Fe Drive, Overland Park, Kansas 66212.

WITNESSETH:

WHEREAS, Verizon Wireless wishes to convey to Transferee a certain tower and other equipment specified on Exhibit A attached hereto (collectively the "Tower") located at 11099 West 135th Street, Overland Park, Kansas.

NOW, THEREFORE, in exchange for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Verizon Wireless hereby sells, transfers, sets over and assigns to Transferee ownership of the Tower, free and clear of all liens and encumbrances.

Verizon Wireless warrants it has good title to said property, full authority to sell and transfer the same, and that said property is sold free of all liens, claims and encumbrances. Verizon Wireless warrants it will defend and indemnify Transferee from any adverse claims with regard to the foregoing warranties. VERIZON WIRELESS MAKES NO OTHER REPRESENTATION OR WARRANTY, EITHER EXPRESS OR IMPLIED, AS TO THE TOWER OTHER THAN EXPRESSLY SET FORTH HEREIN.

All terms and provisions set forth herein shall inure to the benefit of and shall bind Verizon Wireless and Transferee and their respective successors and assigns.

IN WITNESS WHEREOF, Verizon Wireless has caused this Bill of Sale to be signed by its proper official as of the day and year first above written.

Signed under seal this ____ day of _____, 20____.

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

Witness

Beth Ann Drohan
Area Vice President Network

Date: _____