

RESOLUTION #4-21-2014B

A resolution modifying the current lease agreement on terms of rent and duration of lease with Iowa Wireless and giving the Mayor and City Administrator authority to execute upon completion of finalized lease agreement.

Motion made by \_\_\_\_\_, seconded by \_\_\_\_\_ to \_\_\_\_\_  
Resolution #4-21-2014B.

Resolution #4-21-2014B. \_\_\_\_\_ on April 21, 2014, by the following roll call vote:

YES:

NO:

ABSTAIN:

ABSENT:

MOUNT VERNON CITY COUNCIL  
MOUNT VERNON, IOWA

\_\_\_\_\_  
James L. Moore, Mayor

ATTEST:

\_\_\_\_\_  
Sue Ripke  
Asst. Administrator/City Clerk

Site: IA-0064 Mount Vernon WT

## AMENDMENT TO WATER TOWER SITE LEASE WITH OPTION

THIS AMENDMENT TO WATER TOWER SITE LEASE WITH OPTION, (this "Amendment") is effective upon the execution hereof, ("Effective Date"), between the City of Mount Vernon ("Landlord"), and Iowa Wireless Services, LLC d/b/a i wireless, a Delaware Limited Liability Company ("Tenant") Landlord and Tenant hereby agree to amend the Water Tower Site Lease with Option, dated June 15, 1998, by and between Landlord and Tenant (the "Lease") as follows:

1. **Rent Increase.** Paragraph 2(c)(i) of the Lease shall be amended and updated to increase the base rent to \$19,800.00 per year, paid monthly in advance as set forth in the Lease. The increase base Rent shall become due and payable upon execution and delivery of this Amendment and shall be prorated for any partial year.
2. **Renewal Terms.** The Lease signed June 15, 1998 by and between Landlord and Tenant shall be extended for five years, effective May 1, 2014 and shall expire at Midnight on April 30, 2019. Tenant shall have the right to extend the lease for up to four (4) additional five-year terms thereafter. The terms and conditions set forth in the original Lease shall remain in full force and affect. Rent for each renewal term shall be increased by fifteen percent (15%) of the rent paid over the preceding term.
3. **Miscellaneous.** Except as expressly modified hereby, the terms and provisions of the Water Tower Site Lease With Option dated June 15, 1998 shall remain in full force and effect. Each of the parties represents and warrants that it has the right, legal capacity and authority to enter into and perform its respective obligations under this Amendment.

EXECUTED as of this \_\_\_\_ day of April, 2014.

**LANDLORD:**

City of Mount Vernon, Iowa  
Tax ID: 42-6005002

By: \_\_\_\_\_

Its: Mayor

By: \_\_\_\_\_

Its: Michael Breimer  
City Administrator

**TENANT:**

Iowa Wireless Services, LLC,  
a Delaware limited liability company

By: \_\_\_\_\_

Name: J. Craven Shumaker

Its: CEO and President

ACKNOWLEDGMENT

STATE OF IOWA )  
 )  
COUNTY OF LINN ) ss:

On this \_\_\_\_ day of April 2014, before me, a Notary Public personally appeared James Moore and Michael Beimer, to me personally known, who being by me duly sworn, did say that they are the Mayor and City Administrator of Mount Vernon, Iowa executing the foregoing instrument, that no seal has been procured by the corporation; that the instrument was signed on behalf of the City of Mount Vernon; and that as such officer acknowledged execution of the instrument to be the voluntary act and deed of the incorporated City by it and by them voluntarily executed.

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

\_\_\_\_\_  
NOTARY PUBLIC in and for the  
State of Iowa  
My commission expires: \_\_\_\_\_

ACKNOWLEDGMENT

STATE OF IOWA )  
 )  
COUNTY OF POLK ) ss:

On this \_\_\_\_ day of April 2014, before me, a Notary Public personally appeared J. Craven Shumaker, to me personally known, who being by me duly sworn, did say that he is the President and CEO of Iowa Wireless Services, LLC, the Tenant of the foregoing instrument, that no seal has been procured by the Tenant; that the instrument was signed on behalf of the Tenant by the authority of its Board of Directors; and that as such officer he acknowledged the execution to be the free and voluntary act and deed of said Tenant for the uses and purposes therein mentioned; and on oath, stated that he was authorized to execute said instrument.

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

\_\_\_\_\_  
NOTARY PUBLIC in and for the  
State of Iowa  
My commission expires: \_\_\_\_\_

**From:** Shawna Johnson [<mailto:shawna@grinnellgroup.com>]

**Sent:** Thursday, April 17, 2014 10:48 AM

**To:** 'Mike Beimer'

**Subject:** RE: Amendment to water tower lease-Iowa Wireless Service/updates, LLC

Good Morning Mr. Beimer,

Please present \$1650.00 per month to the board for their approval. Iowa Wireless' goal is to be a good tenant and appreciates the city's concerns regarding the market rate. A rent of \$1650.00 will put income above market rate for the city and should be quite acceptable. Once the council approves, please let me know as I will still need to get final approval from Iowa Wireless' CEO. Once those two items are in place we can get the executable lease out for signatures.

Let me know if you have any questions!

Thank you,

Shawna Johnson

515-333-6059

[Shawna@grinnellgroup.com](mailto:Shawna@grinnellgroup.com)

ORIGINAL

Site: IA-0064A- Water Tower  
Market: Des Moines, MTA

## Water Tower Site Lease with Option

THIS WATER TOWER SITE LEASE WITH OPTION (this "Lease") is effective this 15<sup>th</sup> day of June, 1998, between City of Mount Vernon ("Landlord"), and Iowa Wireless Services, LP ("Tenant").

### 1. Option to Lease.

A. In consideration of the payment of Five Hundred Dollars (\$500.00) (the "Option Fee") by Tenant to Landlord, Landlord hereby grants to Tenant an option to lease the use of a portion of the real property described in attached Exhibit A (the "Property"), on the terms and conditions set forth herein (the "Option"). The Option shall be for an initial term, commencing on the date hereof and ending at 12:00AM on the \_\_\_ day of December, 1998, (the "Option Period"). The Option Period may be extended by Tenant for an additional 6 months upon written notice to Landlord and payment of the sum of Five Hundred Dollars (\$500.00) ("Additional Option Fee") at any time prior to the end of the Option Period.

B. During the Option Period and any extension thereof, and during the term of this Lease, Landlord agrees to cooperate with Tenant in obtaining, at Tenant's 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, and 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, soils 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. During the Option Period and any extension thereof, Tenant may exercise the Option by so notifying Landlord in writing, at Landlord's address in accordance with Section K hereof, using the form of Notification attached hereto as Exhibit F.

### 2. Terms of Lease.

If Tenant exercises the Option, then, subject to the following terms and conditions, Landlord hereby leases to Tenant without the necessity of the parties executing any additional lease instruments, certain space on the water tower, and within the water tower (the "Tower") located on the Property sufficient for placement of Antenna Facilities (as defined below). The location and orientation of Tenant's space on the water tower and within the water tower, together with all necessary space and easements for access and utilities, is generally described and depicted in attached Exhibit B (collectively referred to hereinafter as the "Premises").

The Premises is located at the Water Tower in Memorial Park, Mount Vernon, Iowa.

A. **Term.** The initial term of this Lease shall be five years commencing on the exercise of the option by or on behalf of Tenant, (the "Commencement Date"), and terminating at Midnight on the last day of the month in which the fifth annual anniversary of the Commencement Date shall have occurred.

B. **Permitted Use.** The Premises may be used by Tenant for, among other things, the transmission and reception of radio communication signals and for the installation, maintenance, repair or replacement of related facilities, towers, antennas, equipment or buildings and related activities. 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 (at no cost to Landlord), where required, to perform such procedures or obtain Governmental Approvals. If necessary, Tenant has the right to immediately terminate this Lease if Tenant notifies Landlord of unacceptable results of any title report, governmental approvals, environmental survey or soil tests prior to Tenant's installation of the Antenna Facilities (as defined below) on the Premises.

C. **Rent.**

(i) Tenant shall pay Landlord, as Rent, Six Hundred Dollars (\$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 fifth day of each month for the following month to City of Mount Vernon at Landlord's address specified in Section K 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 fifth 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 from the Commencement Date to the last day of the following month.

(ii) 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 Rent shall be refunded to Tenant.

D. **Renewal.** Tenant shall have the right to extend this Lease for two additional, five-year terms ("Renewal Term"/year terms ("Renewal Term"). Each Renewal Term shall be on the same terms and conditions as set forth herein, except that rent shall be increased by fifteen percent (15%) of the rent paid over the preceding term.

This Lease shall automatically renew for each successive Renewal Term unless Tenant shall notify Landlord, in writing, of Tenant's intention not to renew this Lease, at least 60 days prior to the expiration of the term or any Renewal Term.

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

E. Interference. Tenant shall not use the Premises in any way which interferes with the use of the Property by Landlord, or lessees or licensees of Landlord, with rights in the Property prior in time to Tenant's (subject to Tenant's rights under this Lease, including without limitation, non-interference). Similarly, Landlord shall not use, nor shall Landlord permit its tenants, licensees, employees, invitees or agents to use, any portion of the Property in any way which interferes with the operations of Tenant. Such interference shall be deemed a material breach by the interfering party, who shall, upon written notice from the other, be responsible for terminating said interference. In the event any such interference does not cease promptly, the parties acknowledge that continuing interference may cause irreparable injury and, therefore, the injured party shall have the right, in addition to any other rights that it may have at law or in equity, to bring a court action to enjoin such interference or to terminate this Lease immediately upon written notice.

F. Improvements; Utilities; Access.

Tenant shall have the right, at its expense, to erect and maintain on the Premises improvements, personal property and facilities necessary to operate its digital PCS system, limited to 6 (six) radio transmitting and receiving antennas and tower and bases, an electronic equipment shelter, and related cables and utility lines (collectively the "Antenna Facilities"). The Antenna Facilities shall be initially configured generally as set forth in Exhibit C. Tenant shall use a hatch mount for the antennas and paint mounted equipment with the same paint and color as the existing water tower. Tenant shall have the right to replace or upgrade the Antenna Facilities for a digital PCS system at any time during the term 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 have the right to remove the Antenna Facilities upon termination of this Lease and shall remove all facilities constructed by it on the premises if required to do so by Landlord. The request to remove shall be given by Landlord in writing to Tenant within 30 days after the termination of this Lease and Tenant shall have 60 days thereafter to complete removal of its facilities. If the Tenant has not removed facilities within the 60 day period, Landlord has the option to remove the facilities with cost of this removal paid by the Tenant.

(ii) Tenant, at its expense, may use any and all appropriate means of restricting access to the Antenna Facilities.

(iii) Tenant shall, at Tenant's expense, keep and maintain the Antenna Facilities now or hereafter located thereon in commercially reasonable condition and repair during the term of this Lease, normal wear and tear excepted. Upon termination of this Lease, the Premises shall be returned to Landlord in good, usable condition, normal wear and tear excepted.

(iv) 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 shall, wherever practicable, install separate meters for utilities used on the Property. In the event separate meters are not installed, Tenant shall pay the periodic charges for all utilities attributable to Tenant's use. Tenant shall have the right to install necessary conduit and sleeving from the tower to the point of connection within the Tower. Landlord shall diligently correct any variation, interruption or failure of utility service.

(v) 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 1B of the Option to Lease) to the Premises adequate to install and maintain structures, facilities, equipment and utilities, which include, but are not limited to the installation of power and telephone service cable, and to service the Premises and the Antenna Facilities at all times during the term of this Lease or any Renewal Term. Upon prior written notice, provided Tenant's Antenna Facilities remain fully functional and continue to transmit at full power, Landlord shall have the right, at Landlord's sole expense, to relocate the Easement to Tenant, provided such new location shall not materially interfere with Tenant's operations. Any Easement provided hereunder shall have the same term as this Lease.

(vi) Tenant shall have 24-hours-a-day, 7-days-a-week access to the Premises at all times during the term of this Lease and any Renewal Term.

G. Termination. Except as otherwise provided herein, this Lease may be terminated, without any penalty or further liability as follows:

(i) 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 thirty (30) day period;

(ii) upon thirty (30) days written notice by either party if the other party defaults and fails to cure or commence curing 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;

(iii) upon ninety (90) days written notice by Tenant, if it is unable to obtain, maintain, or otherwise forfeits or cancels any license, permit or Governmental Approval necessary to the installation and/or operation of the Antenna Facilities or Tenant's business;

(iv) upon ninety (90) days written notice by Tenant if the Property, Tower or the Antenna Facilities 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;

(v) immediately upon written notice if the Premises, the building in which the Premises are located, or the Antenna Facilities are destroyed or damaged, other than by Tenant, so as 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 continue until the Premises and/or Antenna Facilities are restored to the condition existing immediately prior to such damage or destruction.

(vi) 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.

(vii) Immediately upon written notice in the event that Tenant determines the existence of a violation of any environmental law or a condition that requires remediation under any environmental laws that existed as of and/or prior to the Commencement Date, or which may be the basis for assertion of any third party claims. If Tenant elects to continue this Lease, Landlord shall be responsible for taking all actions necessary to investigate and remediate said contamination in accordance with Landlord's obligations as set out in Paragraph M.

(viii) upon 365 days written notice by Landlord after the initial term of the lease and the first five (5) year extension of the lease.

H. Taxes. Tenant shall pay any personal property taxes assessed on, or any portion of such taxes attributable to, the Antenna Facilities. Landlord shall pay when due all real property taxes and all other fees and assessments attributable to the Property and the Tower. 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 deduct them from Rent amounts due under this agreement.

I. Insurance and Subrogation.

(i) Tenant will provide Commercial General Liability Insurance in an aggregate amount of \$1,000,000 and name Landlord as an additional insured on the policy or policies. Tenant may satisfy this requirement by obtaining appropriate endorsement to any master policy of liability insurance Tenant may maintain.

(ii) 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.

J. Hold Harmless. Tenant agrees to hold Landlord harmless from claims arising from the installation, use, maintenance, repair or removal of the Antenna Facilities, except for claims arising from the negligence or intentional acts of Landlord, its employees, agents or independent contractors, and except for claims released under the provision of Section I (ii) of this Agreement.

K. 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: Iowa Wireless Services, LP  
Attn.: PCS Lease Coordinator  
312 8th Street, Suite 410  
Des Moines, Iowa 50309  
Phone: (515) 258-7000  
Fax: (515) 258-7100

If to Landlord to: City of Mount Vernon Iowa  
213 1st Street  
Mount Vernon, IA 52314  
Phone: (319) 895-8752  
Fax (319) 895-6108

L. Quiet Enjoyment, Title and Authority. 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 Property and the Tower 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; and (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.

Landlord covenants that at all times during the term of 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.

M. 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 attached Exhibit D). 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 Substance (as defined in attached Exhibit D) as of the 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 Substance, not caused solely by Tenant, that have occurred or which may occur on the Property.

Tenant agrees to defend, indemnify and hold Landlord 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 attorney's fees that Landlord may suffer due to the existence or discovery of any Hazardous Substance on the Property or the migration of any Hazardous Substance to other properties or release into the environment arising solely from Tenant's activities on the Property.

Landlord agrees to defend, indemnify and hold Tenant harmless from and against any all claims, causes of action, demands and liability 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 or the migration of any Hazardous Substance to other properties or released into the environment, that relate to or arise from Landlord's activities during this Lease and from all activities on the Property prior to the commencement of this Lease.

The indemnifications 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.

N. Assignment and Subleasing. Tenant may assign this Lease upon written notice to Landlord, to any person controlling, controlled by, or under common control with Tenant, or any person or entity that, after first receiving FCC or state regulatory agency approvals, acquires Tenant's radio communications business and assumes all obligations of Tenant under this Lease. Upon such assignment, Tenant shall be relieved of all liabilities and obligations hereunder and Landlord shall look solely to the assignee for performance under this Lease and all obligations hereunder. Tenant may not sublease the Premises. Tenant may otherwise assign this Lease upon written approval of Landlord, which approval shall not be unreasonably delayed or withheld.

Additionally, Tenant may, upon 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, 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 G of this Lease. All such notices to Mortgagees shall be sent to Mortgagee at the address specified by Tenant upon entering into a financing agreement. Failure by Landlord to give 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 Section P of this Lease.

O. 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.

P. Waiver of Landlord's Lien. Landlord hereby waives 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 Tenant and 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 Tenant's and/or Mortgagee's sole discretion and without Landlord's consent.

Q. Miscellaneous.

(i) The substantially prevailing party in any litigation arising hereunder shall be entitled to its reasonable attorneys' fees and court costs, including appeals, if any.

(ii) Each party agrees to furnish to the other, within ten (10) days after request, such truthful estoppel information as the other may reasonably request.

(iii) This Lease constitutes the entire agreement and understanding of the parties, and supersedes all offers, negotiations and other agreements. There are no representations or understandings of any kind not set forth herein. Any amendments to this Lease must be in writing and executed by both parties.

(iv) 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 party harmless from any claims for commission by such broker.

(v) Each party agrees to cooperate with the other in executing any documents (including a Memorandum of Lease in substantially the form attached to 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.

(vi) This Lease shall be construed in accordance with the laws of the state in which the Property is located.

(vii) 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.

(viii) 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.

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

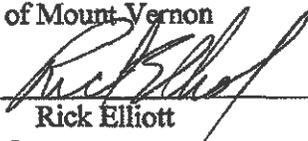
(x) This Lease may be executed in any number of counterpart copies, each of which shall be deemed an original, but all of which together shall constitute a single instrument.

(xi) 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 this Lease in preliminary form. Accordingly, the parties agree that upon the 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, may be replaced by Lessee with such final, more complete exhibit(s).

The Execution Date of this Lease is the 15th day of June, 1998.

LANDLORD:

City of Mount Vernon

By:   
Rick Elliott

Its: Mayor

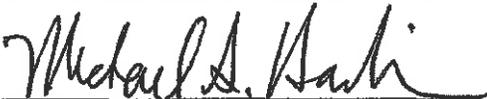
By:   
Michael R. Beimer

Its: City Administrator

Tax ID #: 42-6005002

TENANT:

Iowa Wireless Services, LP  
by INS Wireless, Inc., as General Partner

By:   
Michael S. Haskins

Its: Vice-President of Operations

ACKNOWLEDGMENT

STATE OF IOWA )  
 ) ss:  
COUNTY OF LINN )

On this 15th day of June, 1998, before me, a Notary Public personally appeared Rick Elliott and Michael R. Beimer, to me personally known, who being by me duly sworn, did say that they are the Mayor and City Administrator of the corporation executing the foregoing instrument, that the seal affixed thereto is the seal of the corporation; that the instrument was signed and sealed on behalf of the corporation by the authority of its Articles on Incorporation and they acknowledged the execution to be the free and voluntary act and deed of said corporation for the uses and purposes therein mentioned; and on oath, stated that they were authorized to execute said instrument.

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



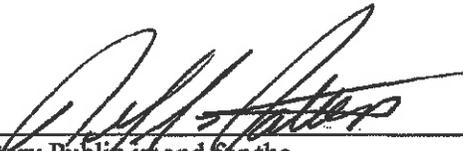
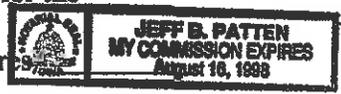
*Kimberly S Heady*  
\_\_\_\_\_  
Notary Public in and for the  
State of Iowa  
My commission expires: 2-11-99

ACKNOWLEDGMENT

STATE OF IOWA )  
 ) ss:  
COUNTY OF POLK )

On this 19<sup>th</sup> day of June, 1998, before me, a Notary Public personally appeared Michael S. Haskins, to me personally known, who being by me duly sworn, did say that he is the Vice-President of Operations, of INS WIRELESS, INC., The General Partner of IOWA WIRELESS SERVICES, LP, a Delaware limited partnership, executing the foregoing instrument, that no seal has been procured by the corporation; that the instrument was signed on behalf of the corporation as General Partner of IOWA WIRELESS SERVICES, LP, a Delaware limited partnership, by the authority of the Corporation's Board of Directors; and that as such officer acknowledged execution of the instrument to be the voluntary act and deed of the corporation and limited partnership by it and by them voluntarily executed.

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

  
\_\_\_\_\_  
Notary Public in and for the  
State of Iowa  
My commission expires 

**EXHIBIT A**

**Legal Description**

To the Water Tower Site Lease with Option dated the 15th day of June, 1998, between City of Mount Vernon as Landlord, and Iowa Wireless Services, LP as Tenant.

**The Property is legally described as follows:**

Tax Parcel ID#: 56344000

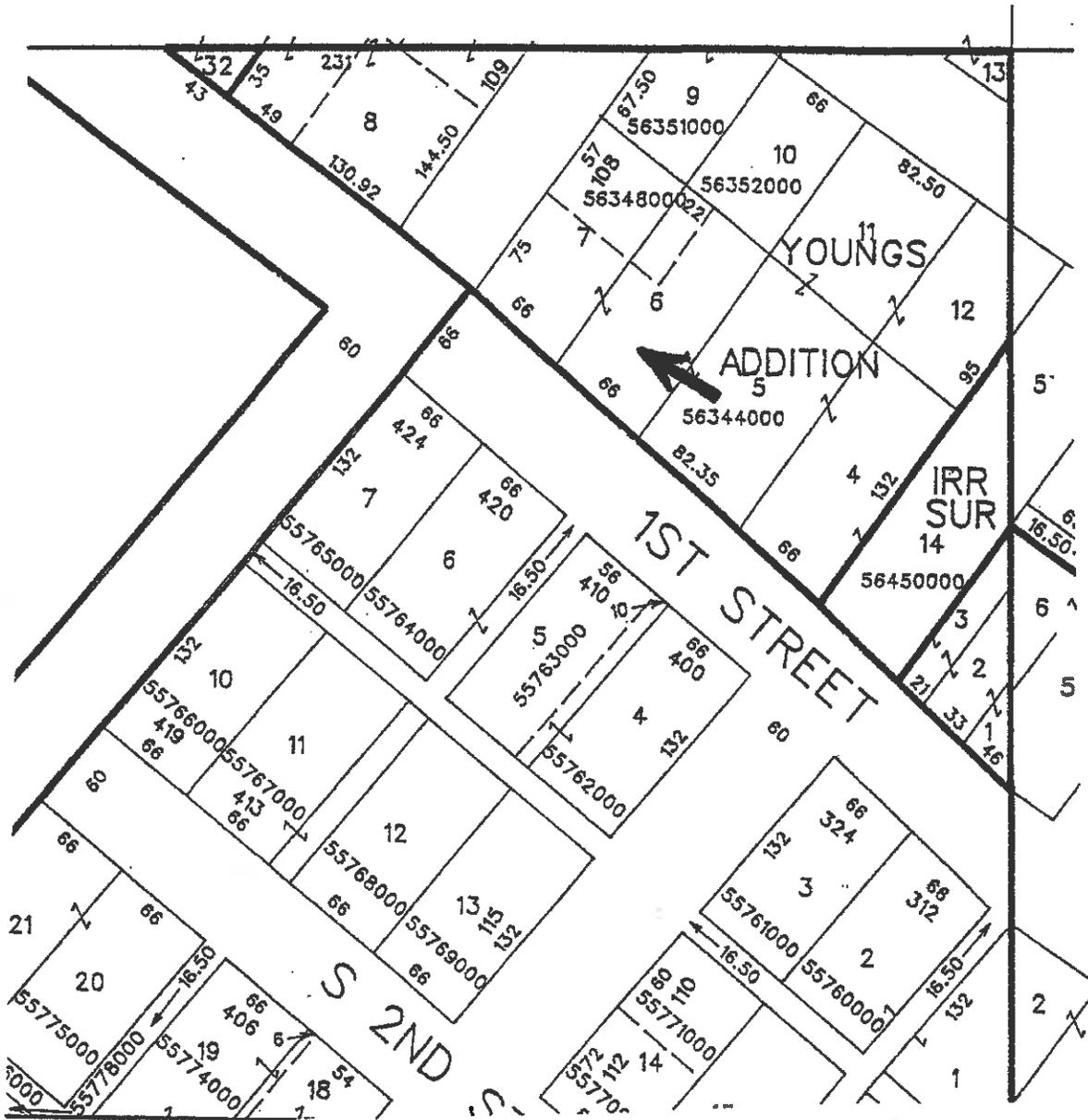
Lots 4,5,6 and 7 Youngs Addition to the City of Mount Vernon, Linn County, Iowa, according to the recorded plat thereof.

**EXHIBIT B**

**Premises Location Within the Property**

To the Water Tower Site Lease with Option dated the 15th day of June 1998, between City of Mount Vernon, as Landlord, and Iowa Wireless Services, LP, as Tenant.

The location of the Premises within the Property is more particularly described and depicted as follows:



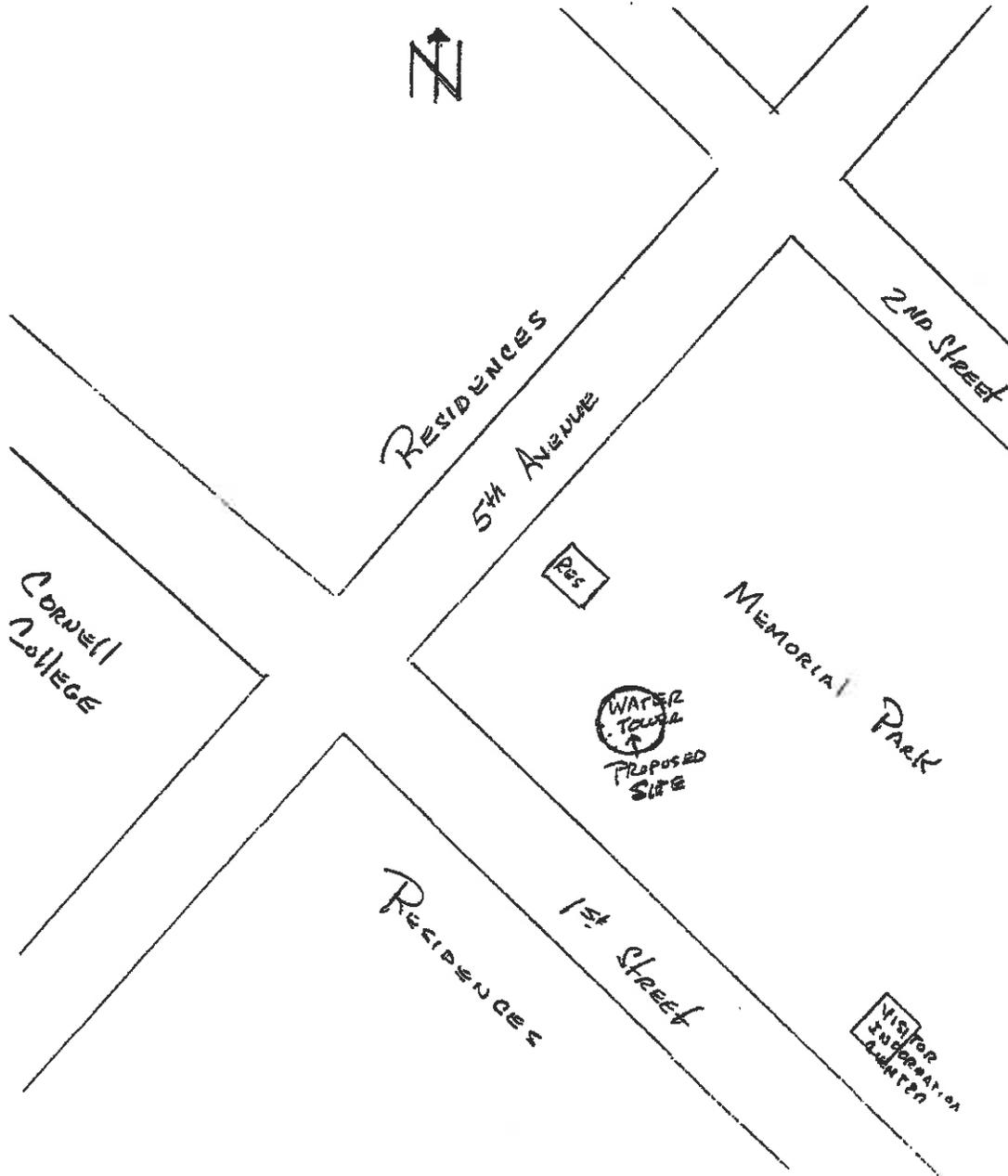
**This exhibit will be replaced.**

### EXHIBIT C

#### Site Plan

To the Water Tower Site Lease with Option dated the 15th day of June, 1998, between City of Mount Vernon as Landlord, and Iowa Wireless Services, LP as Tenant.

#### Site Plan and Equipment



This exhibit will be replaced.

## EXHIBIT D

### Environmental Laws

To the Water Tower Site Lease with Option dated the 15th day of June, 1998, between City of Mount Vernon as Landlord, and Iowa Wireless Services, LP as Tenant.

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; including, but not limited to, any asbestos, polychlorinated biphenyls (PCBs), flammable substances, explosives, radioactive materials, solid wastes, oil, petroleum products and their by-products.