Verizon Wireless Site Name: Ditch Road
GL Market: 100028
Location No.: 129905

AMENDMENT TO LAND LEASE AGREEMENT

This Amendment to Land Lease Agreement ("Amendment") is entered into this 9th day of June, 2006, by and between Trustee of Washington Township, Marion County, Indiana, hereinafter designated LESSOR, and GTE Mobilnet of Indiana Limited Partnership d/b/a Verizon Wireless, hereinafter designated LESSEE.

RECITALS:

WHEREAS, LESSOR and LESSEE entered into a Land Lease Agreement dated March 21, 2002 ("Lease"), whereby LESSOR leased certain real estate and granted certain easements for ingress/egress and utilities to LESSEE. A Memorandum of the Lease was recorded May 15, 2002, in the Marion County Recorder's Office as Instrument Number 2002-0092021; and

WHEREAS, LESSEE desires to lease additional real estate from LESSOR for the installation of an emergency electrical power generator ("Generator") and associated communications equipment; and

WHEREAS, LESSOR desires to lease additional real estate to LESSEE; and

WHEREAS, LESSOR desires to connect to LESSEE'S Generator during power outages for emergency purposes only.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements herein, and for other valuable consideration the receipt and sufficiency is acknowledged, it is hereby agreed as follows:

1. Exhibit "A" to the Lease is hereby supplemented with the Gouloff-Jordan survey dated July 22, 2004, Project Number 20040196, a copy of which is attached hereto as Exhibit "A-1" and made a part hereof so as to include an additional 10' x 15' lease area and legal description thereof which is being granted to LESSEE in addition to the lease area and access and utility easement areas described in Exhibit "A" to the Lease.

2. LESSOR will be allowed to connect to LESSEE'S Generator during power outages for emergency purposes only, so long as LESSEE continues to operate LESSEE'S communication facility at the Premises.

3. Magtech Services' Construction Drawing sheets E-1 and E-2, attached hereto as Exhibit "B" are hereby added and made part of the Lease to illustrate the location of the proposed Generator and the proposed connections from LESSOR'S building to the Generator.4.

4. LESSEE'S rental obligation under Paragraph 3, Term, of the Lease is increased by Nine Hundred Dollars ($900.00) per year payable in equal monthly installments. Said rental increase shall be prorated for any partial rental year. The increased rental obligation shall commence upon the first (1st) day of the month following the date this Amendment To Land Lease Agreement is executed by the parties or the first (1st) day of the month following the date LESSEE is granted a building permit by the governmental agency charged with issuing such permits, whichever event occurs last.

5. LESSOR acknowledges LESSEE does not in any way warrant the reliability of the Generator or its ability to produce electrical power for LESSOR'S use.

6. LESSOR waives all claims against LESSEE for any damage to LESSOR or third parties resulting from any failure of the Generator or LESSOR'S use of the Generator or its electricity.

7. LESSOR agrees to indemnify and hold LESSEE, its servants and agents, harmless from any liability for damage to any person or any property as may be due to or caused by any failure of the Generator or the LESSOR'S use of the Generator and its electricity.

8. LESSOR agrees and acknowledges all of the equipment, fixtures and personal property of the LESSEE, including the Generator, shall remain the personal property of the LESSEE and the LESSEE shall have the right to remove the same, whether or not said items are considered fixtures and attachments to real property under applicable law.

9. All other terms, provisions and conditions set out in the Lease, and not specifically amended herein, shall be and remain the same as provided for in said Lease.

IN WITNESS WHEREOF, the parties have executed this Amendment to Land Lease Agreement on the date indicated above.

LESSOR:

TRUSTEE OF WASHINGTON TOWNSHIP,
MARION COUNTY, INDIANA

By: _____

Printed: Gwendolyn M. Horth
Title: Trustee

LESSEE:

GTE MOBILNET OF INDIANA LIMITED
PARTNERSHIP d/b/a VERIZON WIRELESS,
BY GTE WIRELESS OF THE MIDWEST INC.,
ITS GENERAL PARTNER.

By: _____

Printed: Howard H. Bower
Title: Midwest Area Vice President – Network

STATE OF INDIANA)
)SS
COUNTY OF Marion)

Before me, a Notary Public in and for said County and State, personally appeared **Gwendolyn M. Horth**, Trustee of Washington Township, Marion County, Indiana, who acknowledged execution of the foregoing for and on behalf of LESSOR, and who, having been duly sworn, stated that the representations therein contained are true.

Witness my hand and Notarial Seal this 27 day of September, 2005.

Signature: Diane Cope

Printed: Diane Cope

County of Residence: Hendricks
My Commission Expires: 2/9/07

STATE OF INDIANA)
)SS
COUNTY OF HAMILTON)

Before me, a Notary Public in and for said County and State, personally appeared **Howard H. Bower** of GTE Wireless of the Midwest Incorporated, who acknowledged execution of the foregoing for and on behalf of LESSEE, and who, having been duly sworn, stated that the representations therein contained are true.

Witness my hand and Notarial Seal this 9th day of June, 2006

Signature: Tamara L. Grant

Printed:

TAMARA L. GRANT
Notary Public, State of Indiana
Marion County
My Commission Expires
July 12, 2008

County of Residence:
My Commission Expires:

This Document Prepared By:
Jeffrey L. Stayte, #23466-49
Clark, Quinn, Moses, Scott & Grahn, LLP
One Indiana Square, Suite 2200
Indianapolis, IN 46204
(317) 637-1321

J:\WPDATA\VERIZON\Sites A-L\ditch road\Gen Add Amd\First Amd To Land Lease.Ditch Road..doc

Exhibit "A-1"

(Survey by Gouloff-Jordan, dated July 22, 2004,
Project Number 20040196, attached hereto)

SHEET:	SURVEY
PROJ.NO:	20040196
DATE:	07-22-2004
SCALE:	1" = 5'

DRAWN BY:	CHKED BY:
MJC	TCG

REVISIONS	
DATE:	DESC.

GOULOFF - JORDAN
SURVEYING AND DESIGN, INC.
1133 BROADWAY, FORT WAYNE, IN 46802
PH (260) 424-5362 FAX (260) 424-4916

GENERATOR ADDITION SITE SURVEY
FOR VERIZON WIRELESS
SITE NAME: DITCH ROAD

LOCATED IN THE NORTHEAST QUARTER OF SECTION 21, TOWNSHIP 17 NORTH, RANGE 3 EAST WASHINGTON TOWNSHIP, MARION COUNTY, INDIANA

ACAD DWG : 20040196

EXHIBIT "A-1"

Exhibit "B"

(Construction Drawings by Magtech Services Inc.
Sheets E-1 and E-2, attached hereto)

PANEL "A"

PANEL TYPE: NQOD

MOUNTING	MAIN BREAKER	VOLTAGE	MAIN BUS RATING	LOCATION
SURFACE	200 A	120/240 V, 1ø, 3W	200 A	LAUNDRY

DESCRIPTION	BKR FRM	BKR	CKT. NO.	KILOWATTS A	KILOWATTS B	CKT. NO.	BKR	BKR FRM	DESCRIP
FURNACE ①	–	1P-20	1			2	1P-20	–	APPLIANCE
FURNACE ①	–	1P-20	3			4	1P-20	–	LIFT STATION
LIGHTING ①	–	1P-20	5			6	1P-20	–	LIFT STATION
LIGHTING ①	–	1P-20	7			8	1P-20	–	SPARE
DRYER ②③	–	30 2P	9			10	30 2P	–	DRYER
---	–		11			12		–	---
A/C CONDENSER ①	–	30 2P	13			14	30 2P	–	A/C CONDEN
---	–		15			16		–	---
---	–		17			18		–	---
---	–		19			20		–	
---	–		21			22		–	---
---	–		23			24		–	---
---	–		25			26		–	---
---	–		27			28	100 2P	–	PANEL "B"
---	–		29			30		–	---
CONNECTED TOTAL				21.8	24.7	TOTAL DEMAND KW			
CONTINUOUS X 1.25				–	–	NON-COINCIDENT KW			
NON-CONTINUOUS				–	–	NET DEMAND KW			
PHASE DEMANDS				15.0	17.0	DEMAND AMPS			

① CIRCUITS TRANSFERED FROM EXISTING PANEL "C"

② INTERLOCK DRYER CONTROL WITH AUTOMATIC TRANSFER SWITCH SUCH THAT DRYERS DO NOT OPERTATE WHEN GENERATOR OPERATE

PANEL "B"

PANEL TYPE: NQOD

MOUNTING	MAIN BREAKER	VOLTAGE	MAIN BUS RATING	LOCATION
SURFACE	100 A	120/240 V, 1ø, 3W	100 A	MECH/ELEC

DESCRIPTION	BKR FRM	BKR	CKT. NO.	KILOWATTS A	KILOWATTS B	CKT. NO.	BKR	BKR FRM	DESCRIP
FURNACE ①	–	1P-20	1			2	1P-20	–	APPLIANCE
FURNACE ①	–	1P-20	3			4	1P-20	–	APPLIANCE
LIGHTING ①	–	1P-20	5			6	1P-20	–	APPLIANCE
LIGHTING ①	–	1P-20	7			8	1P-20	–	SPARE
OVERHEAD DOOR ①	–	20 2P	9			10	20 2P	–	OVERHEAD D
---	–		11			12		–	---
OVERHEAD DOOR ①	–	20 2P	13			14	20 2P	–	OVERHEAD D
---	–		15			16		–	---
OVERHEAD DOOR ①	–	20 2P	17			18	20 2P	–	OVERHEAD D
---	–		19			20		–	---
---	–		21			22		–	---
---	–		23			24		–	---
---	–		25			26		–	---
---	–		27			28		–	---
---	–		29			30		–	---
CONNECTED TOTAL				7.86	8.48	TOTAL DEMAND KW			
CONTINUOUS X 1.25				–	–	NON-COINCIDENT KW			
NON-CONTINUOUS				–	–	NET DEMAND KW			
PHASE DEMANDS				8	6	DEMAND AMPS			

① CIRCUITS TRANSFERED FROM EXISTING PANEL "D"

General Notes:

1. SCHEDULE: THE CONSTRUCTION OF THE SITE REQUIRES A CERTAIN SEQUENCE OF EVE TO MINIMIZE CONSTRUCTION TIME REQUIRED UNTIL AVAILABILITY OF CELLULAR TELEPH SERVICE.
2. GENERATOR PAD LOCATION: THE GENERAL CONTRACTOR SHALL VERIFY THAT THE CONC GENERATOR PAD IS LOCATED CORRECTLY WITH RESPECT TO THE EXISTING FENCE POS EXISTING EQUIPMENT SHELTERS/PADS, TOWER ETC. CONTRACTOR SHALL NOTIFY MAGT SERVICES IMMEDIATELY OF ANY DISCREPANCIES. CONTRACTOR SHALL ALSO NOTIFY MA SERVICES AND VERIZON WIRELESS IF THE PROPOSED GENERATOR CONCRETE PAD IS LOCATED "ON TOP" OF ANY EXISTING UTILITIES (POWER OR TELCO).
3. UTILITIES: THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE EXCAVATION AND PROP BACK FILLING OF TRENCHES REQUIRED FOR UNDERGROUND CONDUITS.
4. HERBICIDE: AFTER PLACEMENT AND COMPACTING OF FILL AROUND THE CONCRETE PAD BEFORE PLACEMENT OF LIMESTONE SURFACE, A HERBICIDE SHALL BE SPRAYED AND A WEED BARRIER (EQUAL TO MIRAFI-500X) SHALL BE PLACED OVER ALL DISTURBED ARE BEFORE AGGREGATE IS REPLACED.
5. TRASH REMOVAL: THE CONTRACTOR SHALL REMOVE ALL TRASH AS CREATED BY HIMSEL AND HIS SUBCONTRACTORS AND ALSO BY OTHER CONTRACTORS INCLUDING CABLE REE CARDBOARD BOXES, AND PACKAGING. THE CONTRACTOR SHALL REMOVE ALL TRASH A AND DEBRIS IN A TIMELY MANNER WHEN CONSTRUCTION IS COMPLETE. FAILURE TO K THE SITE FREE OF TRASH AND DEBRIS WILL RESULT IN A $1000.00 REDUCTION IN THE CONTRACT AMOUNT.
6. FINAL CLEAN UP: UPON COMPLETION OF ALL WORK BY THE GENERAL CONTRACTOR AN ALL OTHER CONTRACTORS ON THIS PROJECT, THE GENERAL CONTRACTOR SHALL WET THE FLOOR OF THE SHELTER CLEAN AND DUST FREE WHEN WORK IS COMPLETE. THE CONTRACTOR IS ALSO RESPONSIBLE FOR THE REMOVAL OF ALL CONSTRUCTION RELAT EXCESS MATERIALS FROM INSIDE THE SHELTER.
7. CONTRACTOR SHALL PROVIDE AND MAINTAIN A PORTABLE TOILET ON SITE DURING THE DURATION OF THE CONSTRUCTION PROJECT (IF REQUESTED BY VERIZON WIRELESS).
8. CONTRACTOR SHALL BE PERMITTED TO USE VERIZON WIRELESS PORTABLE GENERATOR USE ON SITE DURING CONSTRUCTION IN THE EVENT OF POWER OUTAGES.
9. CONTRACTOR SHALL PROVIDE AND INSTALL ALL CONDUIT, WIRE AND CABLE FOR ELECT FEED, BLOCK HEATER, ALARMS, AND GROUNDING REQUIRED FOR INSTALLATION OF NEW GENERATOR.
10. INDIANA UTILITY PROTECTION SERVICE: CONTACT IUPS (800) 382-5544 IN INDIANA O (800) 428-5200 OUTSIDE INDIANA 48 HOURS PRIOR TO DIGGING. EXISTING BELOW G UTILITY, GROUNDING, AND CONDUIT ROUTING IS NOT KNOWN. IT IS THE CONTRACTORS RESPONSIBILITY TO LOCATE ALL UNDERGROUND ENTITIES WITHIN THE AREA OF CONSTRUCTION PRIOR TO EXCAVATING FOR NEW CONCRETE GENERATOR PAD FOUNDATI AND ASSOCIATED CONDUITS. ANY DAMAGE AND DOWNTIME BY THE CONTRACTOR OR H SUB-CONTRACTORS TO EXISTING OPERATIONS DURING CONSTRUCTION ARE THE RESPONSIBILITY OF THE CONTRACTOR.
11. CONTRACTOR IS RESPONSIBLE FOR ANY DAMAGE TO EXISTING PAVED, CONCRETE, OR G PARKING AREAS AND DRIVES. CONTRACTORS SHALL PHOTOGRAPH AND VIDEOTAPE EXI PARKING AREAS AND DRIVES PRIOR TO CONSTRUCTION. ANY DAMAGE CAUSED DURING CONSTRUCTION SHALL BE REPLACED TO EXISTING OR BETTER CONDITION AT NO ADDITI COST.
12. GRADE AND RE-SEED ALL AREAS DISTURBED DURING CONSTRUCTION PER SOIL PROTECTION CHART (THIS SHEET) TO MATCH EXISTING SURROUNDINGS AFTER WORK IS COMPLETE OR AS WEATHER PERMITS WITH APPROVAL FROM THE PROPERTY OWNER.

MAGTECH SERVICES INC
A SUBSIDIARY OF FORTUNE DIVERSIFIED INC.
1715 MAGNAVOX WAY, FORT WAYNE, INDIANA 46804
(260) 436-3000 • (260) 436-2402 FAX

CERTIFICATION:
No. 13931
STATE OF INDIANA
PROFESSIONAL ENGINEER

RELEASE DATE	
04-05-04	PRELIMINARY SITE PLAN/OWNER APPROVAL
05-08-05	CONSTRUCTION DRAWINGS

REVISIONS NO.	DATE	

THIS DRAWING IS COPYRIGHTED AND IS THE SOLE PROPERTY OF THE OWNER. IT IS PRODUCED SOLELY FOR USE BY THE OWNER AND ITS AFFILIATES. REPRODUCTION OR USE OF THIS DRAWING AND/OR THE INFORMATION CONTAINED IN IT IS FORBIDDEN WITHOUT THE WRITTEN PERMISSION OF THE OWNER.

DRAWN BY: DJH

CHECKED BY: DJH

SITE NAME:

DITCH ROAD GENERATOR ADDITION

LOCATION #

129905

PROJECT #

2004078757

SITE ADDRESS:

8404 NORTH DITCH ROAD
INDIANAPOLIS, IN 46260

SHEET TITLE:

GENERATOR LOCATION PLAN AND NOTES

A&E PROJECT No.:

001-0557

SHEET NUMBER:

E-1

DO NOT SCALE DRAWINGS

DRAWING NAME = 0557AX-X DRAWING NAME = 0557AE-1

EXHIBIT "B" pg. 1

oundation

ILITY OF THE G.C. TO VERIFY THAT THE
MILY WHITE IN COLOR AFTER PLACEMENT

ite Section

SCALE

MAGTECH
SERVICES INC
A SUBSIDIARY OF FORTUNE DIVERSIFIED INC.
1713 MAGNAVOX WAY, FORT WAYNE, INDIANA 46804
(260) 436-0868 • (260) 436-3402 FAX

CERTIFICATION:

RELEASE DATE	
04-05-04	PRELIMINARY SITE PLAN/OWNER APPROVAL
05-06-05	CONSTRUCTION DRAWINGS

REVISIONS NO.	DATE	

THIS DRAWING IS COPYRIGHTED AND IS THE SOLE PROPERTY OF THE OWNER. IT IS PRODUCED SOLELY FOR USE BY THE OWNER AND ITS AFFILIATES. REPRODUCTION OR USE OF THIS DRAWING AND/OR THE INFORMATION CONTAINED IN IT IS FORBIDDEN WITHOUT THE WRITTEN PERMISSION OF THE OWNER.

DRAWN BY: DJH

CHECKED BY: DJH

SITE NAME:

DITCH ROAD GENERATOR ADDITION

LOCATION #

129905

PROJECT #

2004078757

SITE ADDRESS:

8404 NORTH DITCH ROAD
INDIANAPOLIS, IN 46260

SHEET TITLE:

RISER DIAGRAM AND DETAILS

A&E PROJECT No.:

001-0557

SHEET NUMBER:

E-2

DO NOT SCALE DRAWINGS

DRAWING NAME = 0557AE-2 DRAWING NAME = 0557AX-X

EXHIBIT "B" pg. 2