

SJC CONTRACT NO:
2008-0025

Date of Contract / Agreement: February 13, 2008

Scheduled Destroy Date: _____

Certificate of Liability: YES _____ or NO X
(Insurance)

Contract / Agreement on file: ORIGINAL X or COPY _____

Contract / Agreement Name: Verizon Wireless Amended Contract

Description: Site Lease @ 10758 South Redwood Rd

Comments: See Contract # 2005-0037 for previous Agreement.

Set-Up By: Craig Vally

Date: 3-17-08

Site Name: SAL BINGHAM

FIRST AMENDMENT TO SITE LEASE

This FIRST AMENDMENT TO SITE LEASE ("Amendment") is made this 13th day of February, 2008, by and between South Jordan City ("Landlord") and Verizon Wireless (VAW) LLC d/b/a Verizon Wireless ("Tenant").

RECITALS

A. This Amendment pertains to that certain Site Lease dated October 6, 1998, together with all exhibits, amendments and addenda thereto (collectively, the "Agreement") for the lease of certain premises ("Premises") located at 10758 S. Redwood Rd., County of Salt Lake, State of Utah, on Premises legally described as set forth on Exhibit "A" to the Agreement.

B. Verizon Wireless (VAW) LLC d/b/a Verizon Wireless has succeeded to the Tenant's interest of AirTouch Communications, Inc., d/b/a AirTouch Cellular, under the Agreement.

C. The parties desire to amend the Agreement to extend the term and amend certain other provisions of the Agreement as set forth below.

NOW, THEREFORE, in consideration of the foregoing and mutual covenants herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed as follows:

AGREEMENT

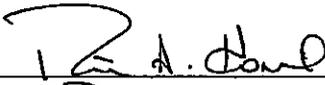
1. Recitals. The foregoing recitals are incorporated herewith as if fully set forth herein.
2. Term. The Agreement currently provides, in Section two (2) that the Agreement expires on the Agreement's tenth (10th) year on October 6, 2008, and that there are zero (0) renewal terms. That Agreement section will be amended to provide that the remaining term of the Agreement will be two (2) renewal terms of five (5) years each.
3. Renewal Rent. Section 4 of the Agreement is hereby deleted in its entirety. Effective October 1, 2007 (the "Effective Date"), Tenant shall pay Landlord annual rent in the amount of Nineteen Thousand Four Hundred Twenty-Nine and 01/100 Dollars (\$19,429.01). On each subsequent annual anniversary of the Effective Date, the annual rent payable to Landlord shall increase to an amount equal to one hundred six percent (106%) of the annual rent payable with respect to the immediately preceding year.
4. Notice. The following address shall be substituted for in its entirety and replace the Tenant's address in Section 13 of the Agreement:

Tenant: Verizon Wireless (VAW) LLC
d/b/a Verizon Wireless
180 Washington Valley Road
Bedminster, New Jersey 07921
Attn: Network Real Estate

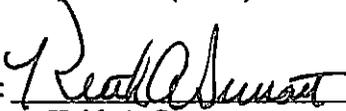
5. Right to Relocate. Section 8 of the Agreement is hereby deleted in its entirety.

6. Full Force and Effect. Except as expressly amended herein the Agreement is unmodified and remains in full force and effect. In the event of a conflict between the terms of the Agreement and this Amendment, the terms of this Amendment shall be controlling. In addition, except as otherwise stated in this Amendment, all initially capitalized terms will have the same respective defined meaning stated in the Agreement. All captions are for reference purposes only and shall not be used in the construction or interpretation of this Amendment.

LANDLORD: South Jordan City

By: 
Name: Ricky A. Hoast
Title: CITY MANAGER
Date: December 12, 2007

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

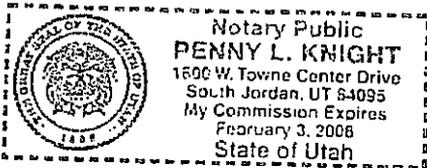
By: 
Keith A. Surratt
West Area Vice President - Network
Date: 2/13/08

LANDLORD ACKNOWLEDGEMENT

STATE OF Utah)
COUNTY OF Salt Lake) ss.

On this 12 day of December, 2007, before me, a Notary Public in and for the State of Utah, personally appeared Ricky A. Aberst, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who executed this instrument, on oath stated that He/She was authorized to execute the instrument, and acknowledged it as the City Manager of South Jordan City, to be the free and voluntary act and deed of said party for the uses and purposes mentioned in the instrument.

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



Penny L. Knight
NOTARY PUBLIC in and for the State of Utah,
residing at West Jordan
My appointment expires Feb 3, 2008
Print Name Penny L. Knight

TENANT ACKNOWLEDGMENT

STATE OF ARIZONA)
) SS.
COUNTY OF MARICOPA)

On this 13th day of February, 2008, before me, the undersigned, a Notary Public in and for the State of Arizona, duly commissioned and sworn, personally appeared Keith A. Surratt to me known to be an authorized representative of Verizon Wireless (VAW) LLC d/b/a Verizon Wireless, the limited liability company that executed the foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of Verizon Wireless (VAW) LLC d/b/a Verizon Wireless, for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute the said instrument.

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



Janet Loeb
Print or Type Name: JANET LOEBS
Notary Public in and for the State of AZ,
residing at MARICOPA COUNTY
My appointment expires: 12/24/2010

EXHIBIT "A"
LEGAL DESCRIPTION

A portion of the land situated in the County of Salt Lake, State of Utah, described as follows:

BEGINNING at a point North 00°03'10" East 533.76 feet along the Section line (basis of bearing) and North 89°56'50" West 33.0 feet from the monument found marking the South Quarter corner of Section 15, Township 3 South, Range 1 West, Salt Lake Base and Meridian, and running thence South 89°58'35" West 1290.49 feet, more or less, and following an old existing fence line and row of trees to a point on the Easterly boundary line of the Salt Lake County Equestrian Park property described in Book 2730 at page 174; thence North 791.69 feet, more or less, along said line and a concrete lined irrigation ditch to a point of intersection with an old existing fence line; thence North 89°58'34" West 1217.01 feet, more or less, along said fence line to the East line of the Utah and Salt Lake Canal; thence Northeasterly along said line, North 17°53'57" East 548.16 feet, more or less, to the Southerly boundary line of Mountain Farms Plat 3 and an existing fence line; thence North 89°59'47" East (equals East on the subdivision plat) 2340.24 feet along said fence and the Southerly boundary line of Mountain Farms Plat 2, Plat 2 and Plat 1 to the Westerly right of way line of Redwood Road (1700 West Street); thence South 00°03'10" West 522.81 feet, more or less, along said line to the Northerly line and common boundary with the property described in Book 4452 at page 325; thence North 89°58'34" West 241.44 feet along said line and also on line with an old existing fence line and row of trees; thence South 238.52 feet, more or less, to the Southerly line and common boundary with the property described in Book 5934 at page 1772; thence East 241.22 feet, more or less, along said line to the Westerly right of way line of Redwood Road; thence South 00°03'10" West 552.21 feet along said right of way to the point of beginning.