

**SECOND AMENDMENT TO  
LAND LEASE AGREEMENT/CELL TOWER  
CENTENNIAL HILLS PARK**

THIS SECOND AMENDMENT TO LAND LEASE AGREEMENT/CELL TOWER (this "Amendment"), dated as of April 2, 2008 (the "Effective Date"), by and between the undersigned parties, shall be deemed to amend that certain Land Lease Agreement/Cell Tower (Centennial Hills Park) dated as of September 22, 2005 (the "Lease") and the First Amendment dated as of March 15, 2007 by and between the City of Las Vegas, a municipal corporation of the State of Nevada (the "Lessor") and Crown Castle MU, LLC, a Delaware limited liability company formally known as Mountain Union Telecom, LLC (the "Lessee"). Unless otherwise defined in this Amendment, the defined terms used herein shall have the meaning ascribed to them in the Lease.

**WHEREAS**, Lessee has leased public land located within the boundaries of Centennial Hills Park, located in the vicinity of Buffalo Drive and Wittig Avenue, Las Vegas, NV ("Premises"); and

**WHEREAS**, Lessor understands and accepts that Lessee's primary business is the leasing, subleasing and licensing to its subtenants, licensees, and customers of telecommunications facilities and space on the tower and in the building space located on the Premises; and

**WHEREAS**, Lessor and Lessee have agreed to amend the Lease subject to the terms and conditions set forth this Amendment, and for good and valuable consideration.

**NOW, THEREFORE**, the Lease is hereby amended as follows:

1. Paragraph 41.1 ("Additional Lessee Obligations") shall be deleted in its entirety and the following shall be inserted in its place:

Lessee agrees to provide, at Lessee's sole cost and expense within ninety (90) days of the Effective Date of this Amendment, one (1) Soil Reliever Model 72 (16 in/400mm depth Machine) and one (1) 10'6"X18' storage pod (the "Capital Improvement"). The specifications are detailed in Exhibit "A" to this Amendment. In the event that Lessee's expenditures on the Capital Improvements exceed the sum of Twenty Five Thousand and No/100 Dollars (\$25,000.00), then any amount over said \$25,000 shall be deducted from the Rent as described in Section 5.3 above.

2. The parties reaffirm the Lease and agree and acknowledge that, except as expressly amended hereby, the Lease remains in full force and effect according to its terms. In the event of any conflict between the terms of the Lease and this Amendment, the terms of this Amendment shall govern.

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IN WITNESS WHEREOF, the parties have caused this Second Amendment to Lease to be executed as of the Effective Date set forth above.

**LESSOR:  
CITY OF LAS VEGAS**

**LESSEE:**  
Crown Castle MU LLC  
A Delaware limited liability company

By: [Signature]  
Name: Oscar B. Goodman  
Title: Mayor

By: [Signature]  
Name: David J. Tanczos  
Title: Vice President  
National Site Development

Approved as to form  
[Signature] 3/14/08  
John S. Ridilla Date  
Deputy City Attorney

STATE OF  
  
COUNTY OF

Attest: By [Signature]  
BEVERLY K. BRIDGES, CMC, City Clerk

I, Stacey Campbell, a Notary Public in and for the aforesaid State and County, do hereby certify that Oscar B. Goodman personally appeared before me this day and that by the authority duly given and on behalf of City of Las Vegas the foregoing instrument was signed and executed by him for the purposes therein expressed.

WITNESS my hand and notarial seal this the 3<sup>rd</sup> day of April, 2008.  
[Signature]  
Notary

My Commission Expires:

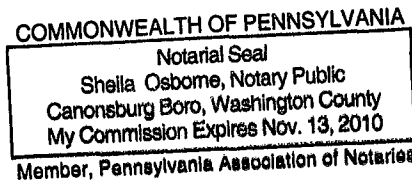
COMMONWEALTH OF PENNSYLVANIA  
  
COUNTY OF WASHINGTON



I, Sheila Osborne, a Notary Public in and for the aforesaid Commonwealth and County, do hereby certify that David J. Tanczos personally appeared before me this day and that by the authority duly given and on behalf of Crown Castle MU, LLC the foregoing instrument was signed and executed by him for the purposes therein expressed.

WITNESS my hand and notarial seal this the 4<sup>th</sup> day of March, 2008.  
[Signature]  
Notary

My Commission Expires: 11/13/10



**EXHIBIT "A"**

**SOIL RELIEVER AND STORAGE POD SPECIFICATIONS**

(1) Soil Reliever 16 in/400mm Depth Machine – Model 72

Machine Wight (with P.T.O. and top link)	1,985 lbs (900kg)
Working Width	72 in. (1.83 m)
Working Depth (adjustable)	1-16 in. (25-400mm)
Hole Spacing	3-6 in. (75-150mm)
Productivity	38,000 sq. ft./hr (3,530 sq. m/hr)
Recommended Tractor Size	45 HP
Recommended Lift Capacity	2,800 lbs. (1270 kg)
Recommended Counter Weight	300-500 lbs. (135-225kg)
Recommended P.T.O. Speed	450-500 R.P.M.
Actual Working Speed @ 400 P.T.O. R.P.M. (varies with hole spacing)	.08-1.5 M.P.H.
Lift System	Standard 3 Point
Warranty	24 months

Southern Green, Inc. (225-654-9888 or 800-888-9883 – 21126 Plank Rd. Zachary, LA 70791) may be able to assist in the ordering of the soil reliever.

(1) 10'6"X18' Container with Premium Doors on 1 End

includes patented tri-cam locking lock system if purchased from Mobile Mini Inc.

Mobile Mini, Inc.(702-699-5668 – 3101 Westwood Drive Las Vegas, NV 89109) may be able to assist in the ordering of the storage pod.

**\*\*Please let them know you are purchasing these items for the City of Las Vegas so that you are quoted the same prices the City pays.**

**Lessee will need to coordinate the delivery of the equipment with Ray Montoya, Park Maintenance Supervisor, at 702-249-4934.**