ACCESS AGREEMENT

THIS ACCESS AGREEMENT (the "Agreement") is made and entered into this ___day of _____, 2024, (the "Effective Date") by and between Cellco Partnership, a Delaware general partnership d/b/a Verizon Wireless (the "Operator") and The City of Council Bluffs, a municipal corporation (the "Owner"), which owns the land and the improvements thereon (together, the "Property") having an addresses of 1 Arena Way, Council Bluffs, Pottawattamie County, Iowa 51501.

1. Grant. Owner hereby grants to Operator a non-exclusive license to install, construct, replace, maintain, repair, operate, inspect, augment and remove, at Operator's sole option and expense, certain wires, fibers, cables, conduit, lock-boxes, building entrance facilities, and other appurtenant fixtures and equipment (the "Facilities"), over, under, across and along the Property, as may be necessary or useful in such locations as provided on Exhibit A attached hereto for distributing communications services to Operator's communication facility located at the Property (the "Communications Facility"). With proper and reasonable notice, Owner shall allow Operator access to the Property at all times for the foregoing purposes. Notwithstanding the preceding, failure of providing reasonable notice shall not be an incurable default. Operator agrees that it shall use commercially reasonable efforts to minimize any interference with the tenants or use of the property and shall at no time unreasonably inhibit or restrict access to any portion of the Property.

2. Installation. Prior to the commencement of Operator's initial installation of the Facilities at the Property, Operator shall prepare and deliver to Owner plans and specifications (the "Plans") of the Facilities. Owner hereby approves the Plans, which are attached hereto as Exhibit A, and construction of the Facilities as shown on the Plans shall be performed in a manner consistent with generally accepted construction standards. Owner acknowledges that Operator may have a contractor or utility provider perform the installation of the Facilities. Upon the expiration of this Agreement, Operator shall remove from the Property those components of the Facilities (other than any underground conduit or vaults) that Owner requests Operator remove, within ninety (90) days after such request.

3. Operator Obligations. Operator shall comply with all applicable laws, codes ordinances, statutes, governmental rules and regulations. Operator shall keep the Facilities in good order and repair, and shall promptly repair all damage to the building, equipment, piping, wiring, concrete, or asphalt caused by Operator, other than ordinary wear and tear. The Facilities shall belong to Operator, shall be there at the sole risk of Operator and Owner shall not be liable for damage thereto or loss thereof, except in the event of Owner's negligence or willful misconduct. Operator shall be responsible for, and shall also indemnify, hold harmless and defend Owner against, the satisfaction or payment of any liens for any provider of work, labor, material or services claiming by, through or under Operator.

4. Term. Unless sooner terminated, the term of this Agreement shall commence on the Effective Date and shall be concurrent with the Intelligent Core Network License Agreement between Operator and ATC Indoor DAS, LLC for the Communications Facility at the Property ("Communications Facility License") and shall automatically expire upon the expiration or earlier

termination of the Communications Facility License. Operator shall have the right to terminate this Agreement at any time upon sixty (60) days prior written notice to Owner.

5. Damage to Property. Operator, at Operator's cost, will repair and restore all portions of the Property damaged by Operator, its employees or contractors to its condition immediately prior to such damage (whether such damage is caused during construction, repair, removal or otherwise).

6. Assignment. With approval of Mayor of Council Bluffs, this Agreement may be sold, assigned or transferred by Operator to (a) any entity in which the Operator directly or indirectly holds an equity or similar interest; (b) any entity which directly or indirectly holds an equity or similar interest in the Operator; or (c) any entity directly or indirectly under common control with the Party. In addition, Operator may, with approval or consent of Mayor of Council Bluffs, assign this Agreement to (i) any entity which acquires all or substantially all of Operator's assets in the market defined by the FCC in which the Property is located by reason of a merger, acquisition or other business reorganization or (ii) any person or entity that is in the business of owning, managing or operating communications facilities. As to other parties, this Agreement may not be sold, assigned or transferred without the written consent of the other Party, which such consent will not be unreasonably withheld, delayed or conditioned. No change of stock ownership, partnership interest or control of Operator or transfer upon partnership or corporate dissolution of either Party shall constitute an assignment hereunder. Operator may sublet the Premises in Operator's sole discretion.

7. Insurance; Indemnification; Waiver of Consequential Damages.

Operator shall indemnify and hold Owner harmless against any claim of liability or loss or bodily injury or property damage resulting from or arising out of the acts or omissions of Operator or its agents in connection with the use and occupancy of the Property in connection with the Facilities, excepting claims or damages as may be due or caused by the acts or omissions of the Owner or its agents. Operator shall procure and maintain throughout the term of this Agreement commercial general liability insurance, with limits of one million dollars ($1,000,000) per occurrence for bodily injury, (including death), or for damage or injury to or destruction of property (including the loss of use thereof). Operator agrees to include Owner as an additional insured as its interest may appear under this Agreement on the commercial general liability insurance. Owner agrees that Operator may self-insure. The Parties waive and release any and all rights of action for negligence against the other which may arise on account of damage to the Property, resulting from any fire, or other casualty of the kind covered by standard fire insurance policies with extended coverage, regardless of whether or not, or in what amounts, such insurance is now or hereafter carried by the Parties, or either of them. These waivers and releases shall apply between the Parties and to any claims under or through either Party as a result of any asserted right of subrogation. All policies of insurance covering property damage obtained by either Party concerning or including the Property shall waive the insurer's right of subrogation against the other Party. The foregoing notwithstanding, whether the cause of any damage, loss or liability is insurable, insured or not insured, foreseen or unforeseen, in no event shall either Party be responsible or liable to the other Party for anticipatory profits or any indirect, special, incidental or consequential damages of any kind or nature arising directly or indirectly in connection with the construction, use or operation of the Property or the

exercise of any rights related thereto, whether based on an action or claim in contract or tort, including negligence, strict liability or otherwise.

7. Notices. All notices under this Agreement shall be written and given by certified mail, return receipt requested, or nationally recognized overnight courier service (except for communications with Owner's local contact (but not default notices), which may be by telephone and/or email), to the respective address set forth below (or as may subsequently be provided):

To Operator:

Cellco Partnership
d/b/a Verizon Wireless
180 Washington Valley Road
Bedminster, New Jersey 07921
Attn: Network Real Estate

with a copy to:

Basking Ridge Mail Hub
Attn: Legal Intake
One Verizon Way
Basking Ridge, NJ 07920

To Owner:

The City of Council Bluffs
Attn: Mark Howard, CIO
209 Pearl Street
Council Bluffs, Iowa 51503
E: mhoward@councilbluffs-ia.gov
P: 712-890-5330

8. Modification; Waiver; Scope of Agreement; Governing Law. This Agreement constitutes the entire agreement between Owner and Operator with respect to and supersedes all other agreements relating to, the subject matter contained herein. This Agreement can be modified or changed only by a written instrument signed by both parties. A party's waiver of enforcement of any of the terms or conditions of this Agreement will be effective only if in writing. This Agreement is governed by and shall be interpreted under the laws of the state in which the Property is located, without regard to its choice-of-law provisions. If either party institutes any legal action or brings any other type of enforcement action in connection with this Agreement, then the prevailing party shall be entitled to recover, from the unsuccessful party, its reasonable attorneys' fees connection with such action.

9. Default. Should either party default in the performance of material provision of this Agreement and fail to correct same within thirty (30) days after having received written notice specifying nature of such default, unless such default is of a nature that it cannot be completely cured within thirty (30) days, if a cure is not commenced within such time and thereafter diligently pursued to completion, then the non-defaulting party may terminate this Agreement and may pursue all other remedies available to it at law and/or equity.

10. **Miscellaneous.** This Agreement shall bind and benefit the parties and their respective successors and assigns. Owner represents, warrants and covenants to Operator that: (a) the person executing this Agreement on behalf of Owner has the full right, power and authority to enter into and execute this Agreement and perform its obligations hereunder on Owner's behalf; (b) no consent from any other person or entity is necessary as a condition precedent to the legal effect of this Agreement; and (c) there are no covenants, easements, restrictions or agreements binding on Owner or the Property that prevent the use of the Property by Operator as set forth in this Agreement. Owner agrees to indemnify and hold Operator harmless from any loss or liability arising out of, or in connection with, any breach of any of the representations, warranties or covenants made by Owner in this paragraph.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives as of the date first written above.

OPERATOR

Cellco Partnership
d/b/a Verizon Wireless

By: _____
Name: _____
Title: _____
Date: _____

OWNER

The City of Council Bluffs

By: _____
Name: _____
Title: _____
Date: _____

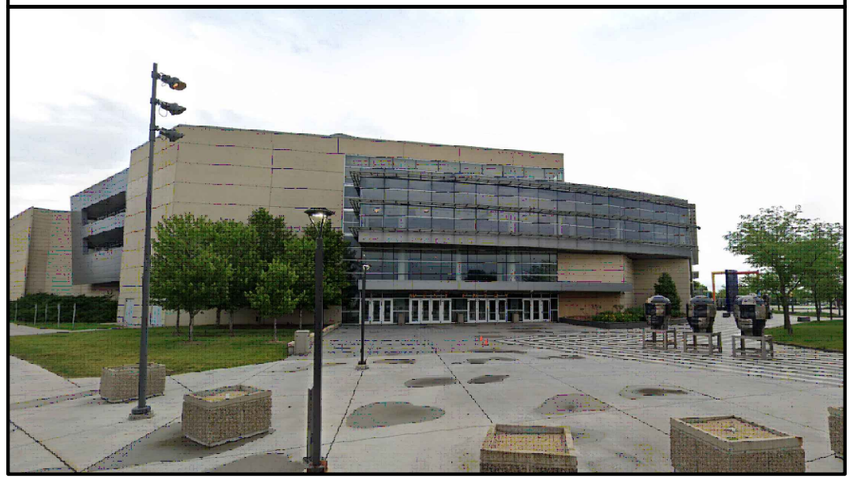
EXHIBIT "A"

The Plans

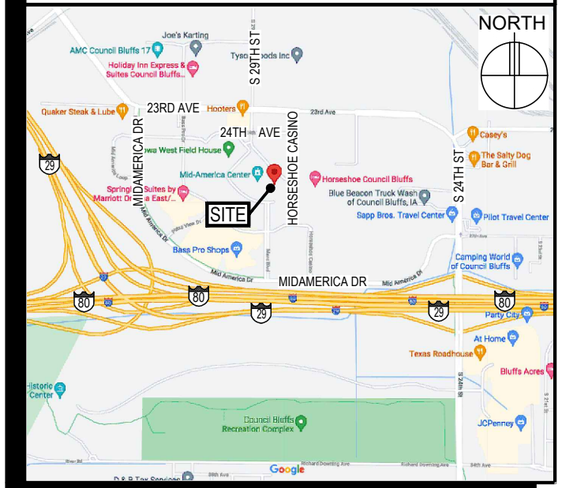
verizon

OMA MIDAMERICA CENTER IBS DUAL CONDUIT

SITE PHOTO



VICINITY MAP



LOCATION SCAN

GENERAL NOTES

1. In the event that Special Inspections are not performed in compliance with the contract terms, bid specifications and/or specified form, the General Contractor will be liable for all damages, construction performance, failures, and corrective actions related to the same.
2. The following general notes shall apply to drawings and govern unless otherwise noted or specified.
3. The work delineated in these drawings and described in the specifications shall conform to codes, standards and regulations that have jurisdiction in the state of IOWA , and the city of COUNCIL BLUFFS.
4. Requirements and regulations pertaining to R.F. safety codes and practices must be incorporated in the work even though they may not be listed individually and separately in either the drawings or the specifications.
5. Compare field conditions with drawings. Any discrepancies shall be directed to the Designer/Engineer for clarification prior to fabrication and/or construction. Submit necessary shop drawings prior to fabrication for approval by the Designer/Engineer. No information or details on these sheets may be used without the permission of the owner, or the Designer/Engineer.
6. Do not scale drawings!
7. Unless otherwise shown or noted, typical details shall be used where applicable.
8. Details shall be considered typical at similar conditions.
9. Safety measures: The contractor shall be solely and completely responsible for the conditions of the job site, including safety of the persons and property and for independent engineering reviews of these conditions. The job site review is not intended to include review of the adequacy of the contractor's safety measures.
10. Within these plans and specifications, "Owner" implies VERIZON WIRELESS.
11. The work is the responsibility of the general contractor unless noted otherwise.
12. The terms "contractor" and "g.c." refer to the owner's general contractor and the general contractor's sub-contractors. It is the general contractor's responsibility to determine the division of work among sub-contractors.
13. The general contractor is responsible in obtaining necessary public and private underground utility locate services prior to start of excavating / construction.

PROJECT INFORMATION

SITE NAME:	OMA MIDAMERICA CENTER IBS DUAL CONDUIT
PROJECT NUMBER:	VZ-00341052.C
SITE ADDRESS:	1 ARENA WAY COUNCIL BLUFFS, IA 51501
COUNTY:	POTTAWATTAMIE
LATITUDE:	N 41° 14' 14.17"
LONGITUDE:	W 95° 53' 21.3"

LICENSED PROFESSIONAL ENGINEER
JOSHUA HERZOG 20456
IOWA

I hereby certify that this engineering document was prepared by me or under my direct personal supervision and that I am a duly licensed Professional Engineer under the laws of the State of Iowa.

04-19-2024
(signature) (date)

Printed or typed name: Joshua Herzog

License number: P20456

My license renewal date is December 31, 2024

Pages or sheets covered by this seal:
T-1, A-1, A-2, AND A-3

SHEET INDEX

SHEET	SHEET DESCRIPTION
T-1	PROJECT INFORMATION, MAPS, DIRECTIONS, AND SHEET INDEX
A-1	OVERALL SITE PLAN & NOTES
A-2	DETAILS & PHOTOS
A-3	PHOTOS

ISSUE SUMMARY

REV	DESCRIPTION	SHEET OR DETAIL
A	ISSUED FOR REVIEW	ALL
B	ISSUED FOR REVIEW	ALL
0	ISSUED FOR BID / CONSTRUCTION	ALL
1	ISSUED FOR BID / CONSTRUCTION	ALL

CONTACTS

LESSOR:	AMERICAN TOWER 10 PRESIDENTIAL WAY WOBURN, MA 01801 MATT SELLERS (219) 309-8070 matthew.sellers@americantower.com
ADDITIONAL LESSORS:	CITY OF COUNCIL BLUFFS (LAND & BLDG OWNER) MARK HOWARD, CIO mhoward@councilbluffs-ia.gov 712/890-5330
LESSEE:	VERIZON WIRELESS 10801 BUSH LAKE ROAD BLOOMINGTON, MN 55438 CONSTRUCTION DEPT (952) 946-4700
DESIGNER:	DESIGN 1 OF EDEN PRAIRIE LLC 9973 VALLEY VIEW ROAD EDEN PRAIRIE, MN 55344 (952) 903-9299
FIBER PROVIDER:	ONE FIBER - michell.blodgett@verizonwireless.com, (402) 200-9830

VZW DEPARTMENTAL APPROVALS

JOB TITLE	NAME	DATE
CONSTRUCTION MANAGER	STEVE COLLIN	10/12/2023
PROJECT MANAGER	WENDY VERHULST	10/12/2023

LESSOR / LICENSOR APPROVAL

SIGNATURE	PRINTED NAME	DATE

LESSOR / LICENSOR: PLEASE CHECK THE APPROPRIATE BOX BELOW

☐ NO CHANGES. ☐ CHANGES NEEDED. SEE COMMENTS ON PLANS.

HERZOG ENGINEERING
1334 81ST AVE NE
SPRING LAKE PARK, MN 55432
(612) 844-1234
WWW.HERZOGENGINEERING.COM

LICENSED PROFESSIONAL ENGINEER
JOSHUA HERZOG 20456
IOWA

HE #: 241023
04-19-2024

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9973 VALLEY VIEW RD.
EDEN PRAIRIE, MN 55344
(952) 903-9299
WWW.DESIGN1EP.COM

verizon
10801 BUSH LAKE ROAD
BLOOMINGTON, MN 55438
(952) 946-4700

PROJECT
VZ-00341052.C
LOC. CODE: 265499

OMA MIDAMERICA CENTER IBS
DUAL CONDUIT
1 ARENA WAY
COUNCIL BLUFFS, IA 51501

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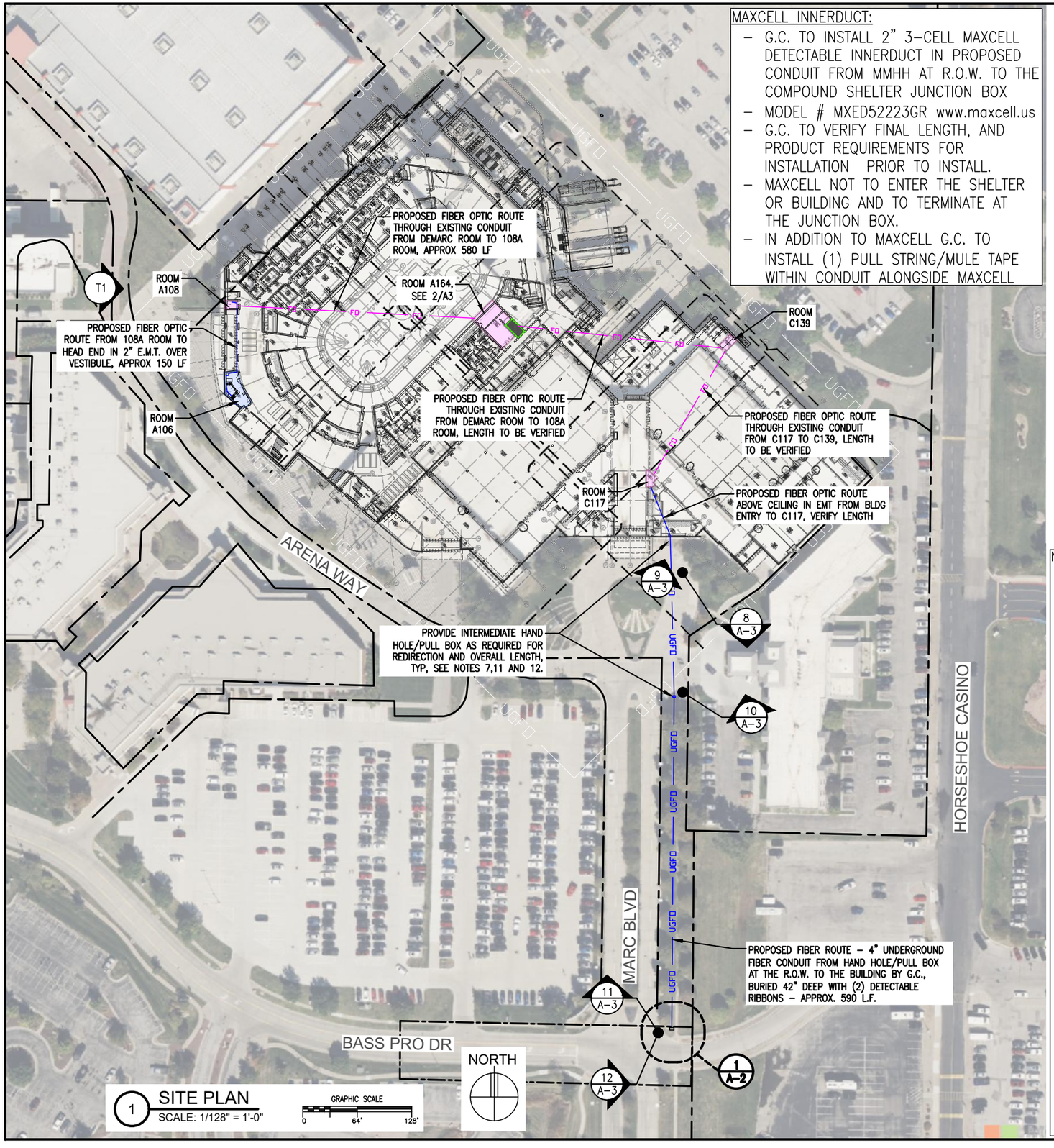
CONTACTS
ISSUE SUMMARY
SHEET INDEX
DEPARTMENTAL APPROVALS
LESSOR APPROVAL
PROJECT INFORMATION
VICINITY MAP & LOC. SCAN
GENERAL NOTES

DRAWN BY:	TRB
DATE:	8-18-23
CHECKED BY:	TRB
REV. A	9-12-23
REV. B	10-12-23
REV. 0	1-26-24
REV. 1	4-19-24

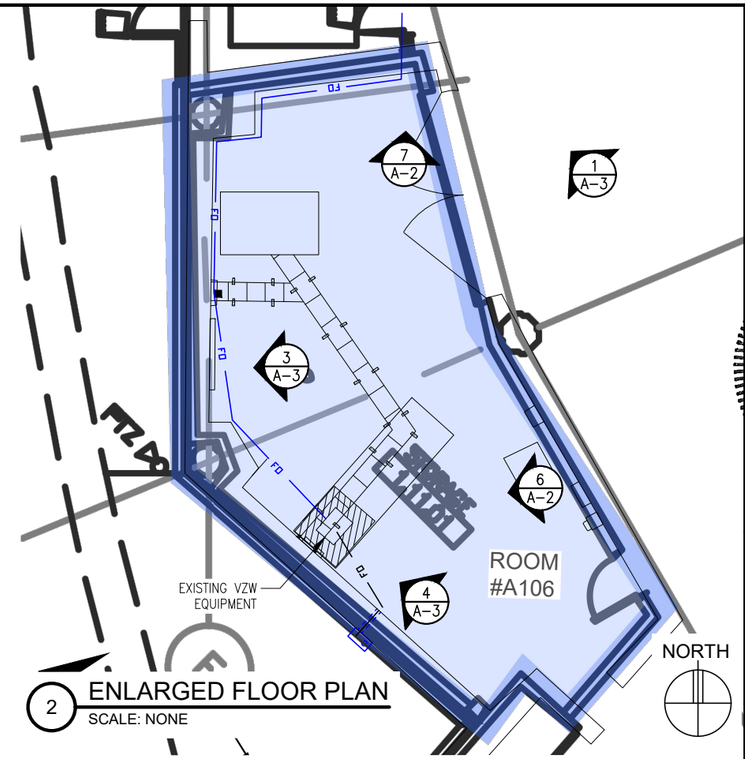
T-1

MAXCELL INNERDUCT:

- G.C. TO INSTALL 2" 3-CELL MAXCELL DETECTABLE INNERDUCT IN PROPOSED CONDUIT FROM MMHH AT R.O.W. TO THE COMPOUND SHELTER JUNCTION BOX
- MODEL # MXED52223GR www.maxcell.us
- G.C. TO VERIFY FINAL LENGTH, AND PRODUCT REQUIREMENTS FOR INSTALLATION PRIOR TO INSTALL.
- MAXCELL NOT TO ENTER THE SHELTER OR BUILDING AND TO TERMINATE AT THE JUNCTION BOX.
- IN ADDITION TO MAXCELL G.C. TO INSTALL (1) PULL STRING/MULE TAPE WITHIN CONDUIT ALONGSIDE MAXCELL



1 SITE PLAN
SCALE: 1/128" = 1'-0"
GRAPHIC SCALE 0 64' 128'



2 ENLARGED FLOOR PLAN
SCALE: NONE

NOTE:

1) CONTRACTOR TO COORDINATE PUBLIC AND PRIVATE UTILITY LOCATES PRIOR TO CONSTRUCTION START. NOTIFY THE DESIGNER AND THE VZW CONSTRUCTION ENGINEER IMMEDIATELY OF ANY UTILITY LINE ISSUES.
2) EXISTING UNDERGROUND UTILITY LOCATIONS ARE APPROXIMATE AND NOT ALL UTILITIES ARE SHOWN. CONTRACTOR IS RESPONSIBLE TO NOT DAMAGE UNDERGROUND UTILITIES AND MUST CONDUCT BOTH PUBLIC AND PRIVATE UTILITY LOCATES BEFORE EXCAVATING.
3) A SURVEY WAS NOT PERFORMED ON THIS PROJECT. THE EXISTING SITE LAYOUT SHOWN IS BASED ON INFORMATION PROVIDED BY OTHERS AND THE DESIGNER MAKES NO WARRANTY, EXPRESSED OR IMPLIED, OF THE ACCURACY OF THE INFORMATION AND THE PERFORMANCE OF THE PREVIOUSLY COMPLETED CONSTRUCTION AS SHOWN ON THESE DOCUMENTS.
4) PRIOR TO CONSTRUCTION COMMENCEMENT, CONTRACTOR SHALL VERIFY EXISTING CONDITIONS, PENETRATIONS, CONDUIT SIZES LOCATIONS AND TYPES. CONTRACTOR TO VERIFY PROPERTY AND R.O.W. LINE LOCATIONS.
5) CONTRACTOR TO PROVIDE & INSTALL SCHED. 40 PVC CONDUIT, (SCHEDULE 80 PVC UNDER ROADS AND DRIVES), 4" INSIDE DIAMETER WITH LARGE SWEEP 90 ELBOWS, MULE TAPE AND TRACE WIRE, (MINIMUM OF 36" BELOW GRADE). PROVIDE 2 DETECTABLE RIBBONS OVER TRENCHED CONDUITS. DIRECTIONAL BORE CONDUITS TO BE 4" SDR-11 HDPE.
6) CONTRACTOR TO PROVIDE AND INSTALL EXPANSION JOINT SLEEVE CONNECTIONS TO PREVENT DIFFERENTIAL MOVEMENT AT UTILITY CONNECTIONS. INSTALL PER MANUFACTURER'S SPECIFICATIONS AND RECOMMENDATIONS.
7) CONTRACTOR TO PROVIDE HAND HOLES/PULL BOXES. SIZE TO BE 24"x36"x24" DEEP AND "TRAFFIC RATED" IN PAVED, DRIVABLE AREAS. PROVIDE PEA GRAVEL BASE AND FLOOR FOR HAND HOLES/PULL BOXES.
8) FIBER TYPE SHALL BE OSP RATED PER FIBER PROVIDER. CONFIRM FIBER TYPE PRIOR TO CONSTRUCTION COMMENCEMENT.
9) CONTRACTOR SHALL RESTORE AREAS, INCLUDING LANDSCAPE, DISTURBED BY CONSTRUCTION TO PRE-CONSTRUCTION CONDITIONS OR BETTER.
10) DIRECTION BORING IS TO BE USED AS FIRST PREFERENCE WHENEVER POSSIBLE
11) A HAND HOLE/PULL BOX IS TO BE INSTALLED A MAXIMUM OF EVERY 500 LF OF EVERY CONDUIT SEGMENT
12) A HAND HOLE/PULL BOX IS REQUIRED AT EVERY SECOND 90° TURN WHEN UTILIZING DIRECTION BORING. IF HAND TRENCHED, THEN EVERY THREE TURNS MUST HAVE ONE HAND HOLE.

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WWW.HERZOGENGINEERING.COM

LICENSED PROFESSIONAL ENGINEER
JOSHUA HERZOG 20456
IOWA

HE #: 241023
04-19-2024

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verizon
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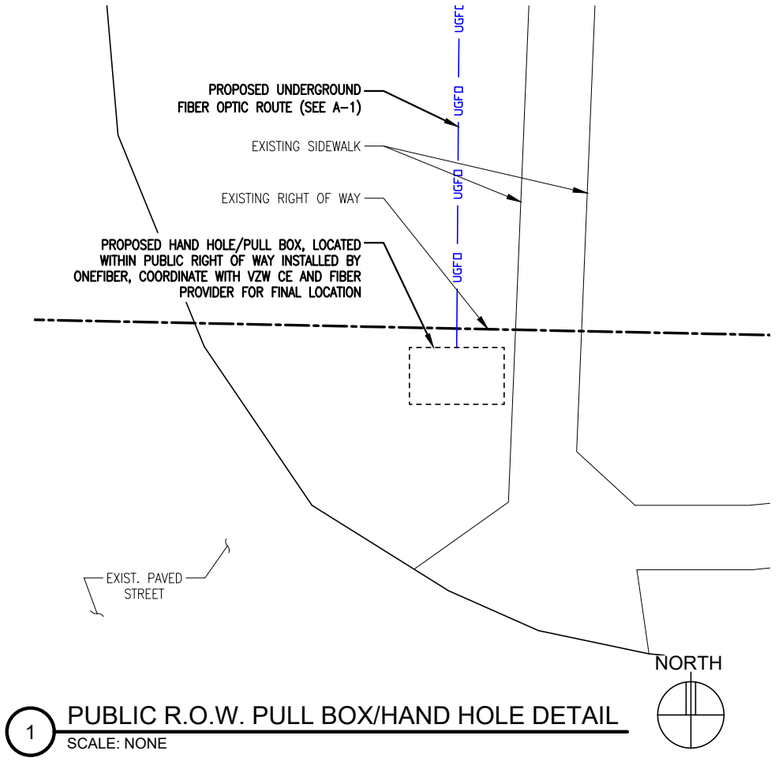
PROJECT
VZ-00341052.C
LOC. CODE: 265499

OMA MIDAMERICA CENTER IBS
DUAL CONDUIT
1 ARENA WAY
COUNCIL BLUFFS, IA 51501

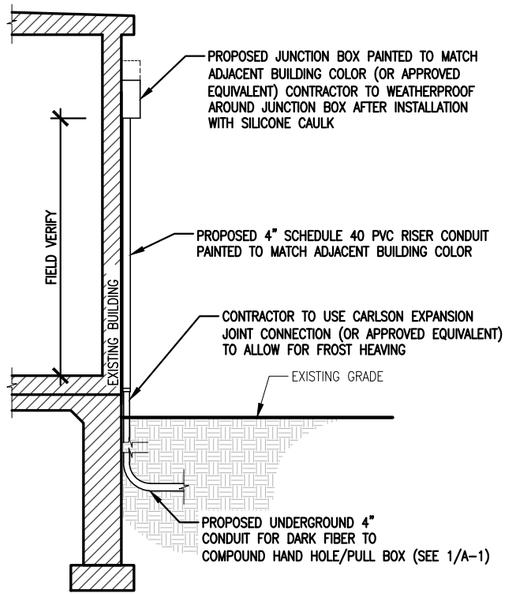
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SITE PLAN
COMPOUND PLAN

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DATE:	8-18-23
CHECKED BY:	TRB
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REV. B	10-12-23
REV. 0	1-26-24
REV. 1	4-19-24

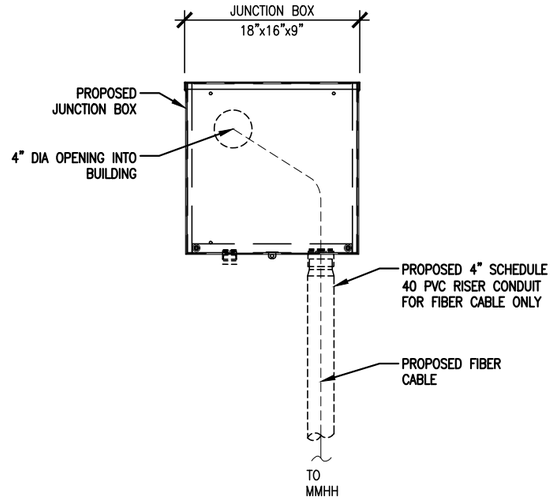
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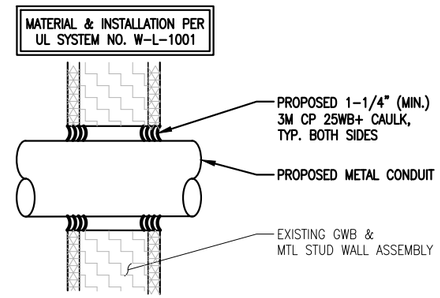
1 PUBLIC R.O.W. PULL BOX/HAND HOLE DETAIL
SCALE: NONE

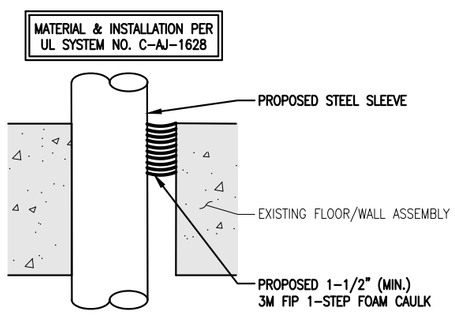


2 TYP. BUILDING CONDUIT DETAIL
SCALE: NONE

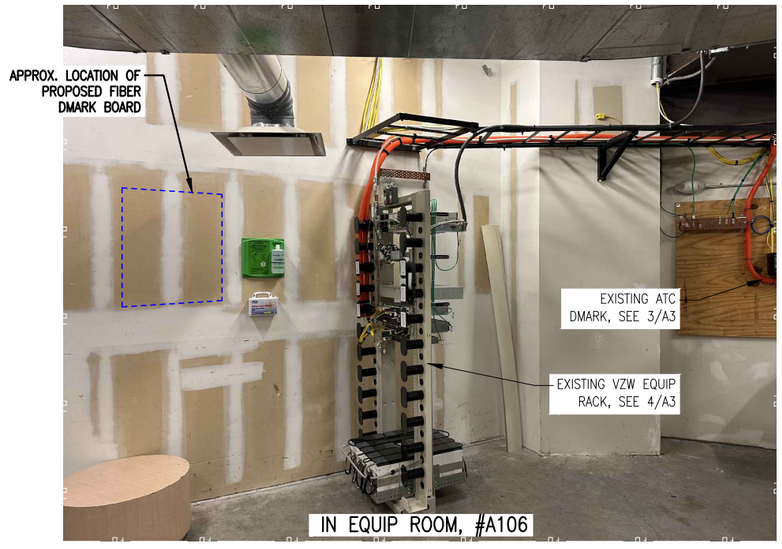


3 PROPOSED JUNCTION BOX/GROUNDING DETAIL (TYP.)
SCALE: NONE





4 TYP. PENETRATION DETAIL
SCALE: NONE



6 PHOTO VZW EQUIP
VIEW: LOOKING SOUTHWEST



7 PHOTO - FIBER ROUTE
VIEW: LOOKING NORTH

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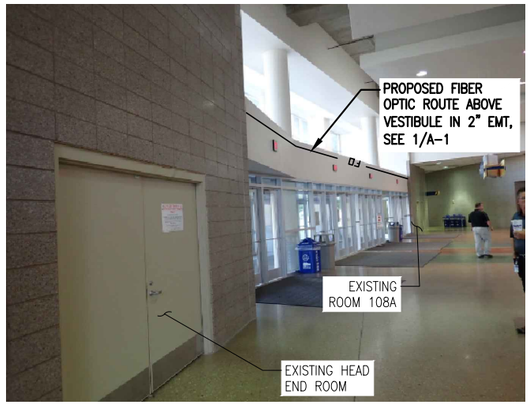
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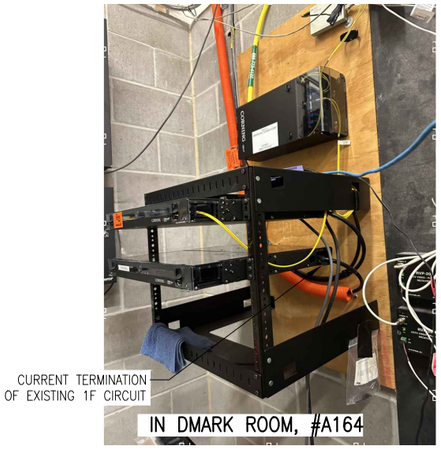
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HAND HOLE/PULL BOX DETAIL
ENLARGED FLOOR PLANS
PHOTO

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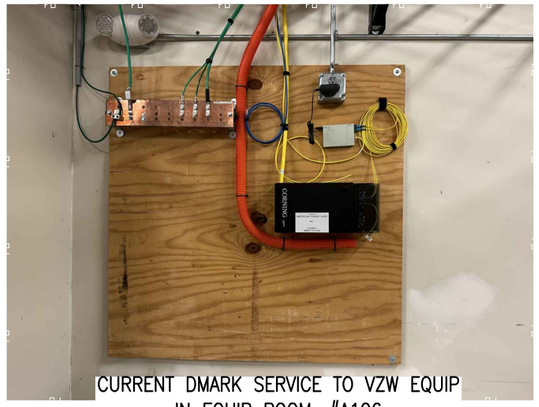
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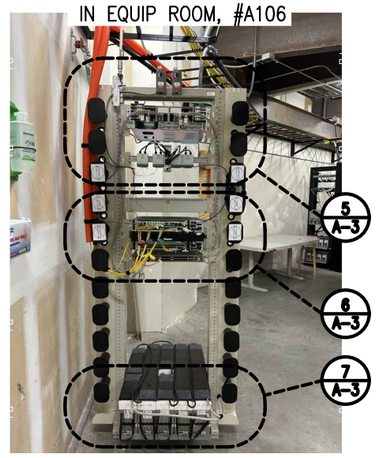
1 PHOTO - FIBER ROUTE
VIEW: LOOKING NORTH



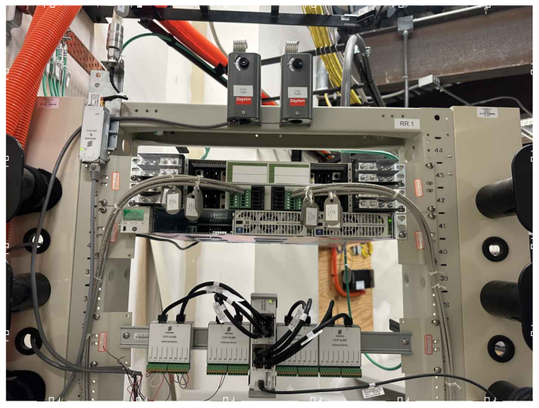
2 PHOTO - ONEFIBER
VIEW: LOOKING NORTHEAST



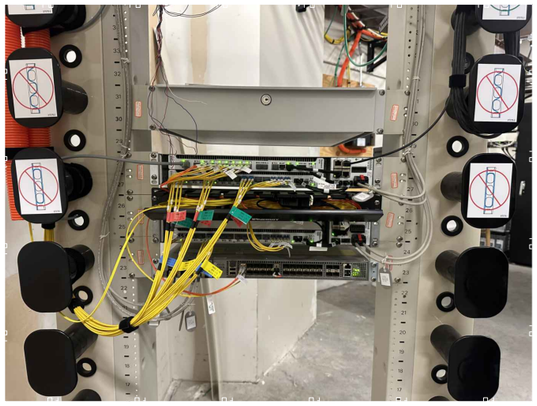
3 PHOTO - ATC DMARK
VIEW: LOOKING WEST



4 PHOTO - VZW RACK
VIEW: LOOKING NORTHWEST



5 PHOTO - VZW RACK
VIEW: LOOKING NORTHWEST



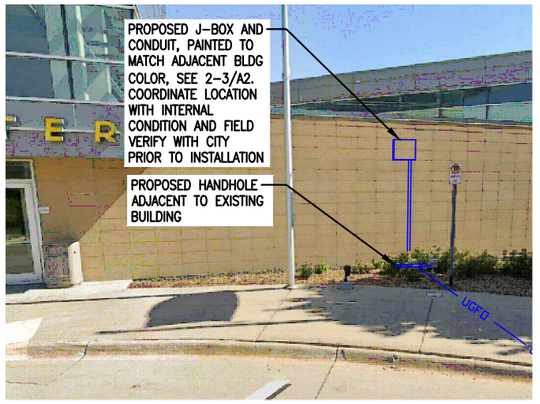
6 PHOTO - VZW RACK
VIEW: LOOKING NORTHWEST



7 PHOTO - VZW RACK
VIEW: LOOKING NORTHWEST



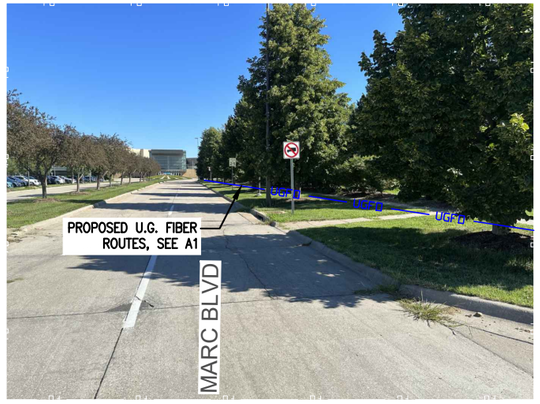
8 PHOTO - FIBER ROUTE
VIEW: LOOKING SOUTH



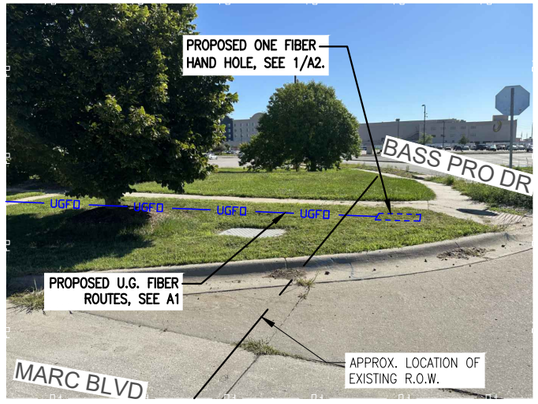
9 PHOTO - FIBER ROUTE
VIEW: LOOKING NORTHEAST



10 PHOTO - FIBER ROUTE
VIEW: LOOKING NORTHWEST



11 PHOTO - FIBER ROUTE
VIEW: LOOKING NORTH



12 PHOTO - FIBER ROUTE
VIEW: LOOKING EAST

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SHEET CONTENTS:
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