

Site Agreement

This Site Agreement ("Agreement") is entered into this 30th day of October, 2003, by and between the City of Lawrence, Kansas, a municipal corporation ("Owner"), and Verizon Wireless (VAW) LLC, a Delaware limited liability company, d/b/a Verizon Wireless, its successors and assigns ("Tenant"), and provides for the granting and leasing of certain property interests on the following terms:

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. **PROPERTY.** The property interests hereby leased and granted by Owner ("Property") shall include the following:

- ☐ Real property comprised of approximately 486 square feet;
- ☐ Space sufficient for the installation and maintenance of wires, cables, conduit and pipes to connect the equipment building and antennas located on the Tower, only as approved in writing by Owner;
- ☐ Non-exclusive easements over, under or along Owner's Property sufficient for the installation and maintenance of utility lines and cables from the nearest public right of way to the Property, only as approved in writing by Owner;
- ☐ Non-exclusive easement across Owner's Property hereinafter defined, for access (the "Access Easement"), only as approved in writing by Owner; and
- ☐ a portion of space on Owner's water tower (the "Tower") located on the Property, only as approved in writing by Owner

in, under or upon the Owner's real property ("Owner's Property") described in Exhibit "A" attached hereto and subject to the specifications and location as generally shown and described on Exhibit "B".

2. **TERM.** The initial term of this Agreement shall be five (5) years commencing on the first (1st) day of the month following the date this Agreement is executed by the parties or the first (1st) day of the month following the date Tenant is granted a building permit by the

governmental agency charged with issuing such permits, whichever event occurs last (the "Commencement Date").

3. **RENT.** Tenant's obligation to pay rent shall arise on the Commencement Date. Thereafter, Tenant shall pay Owner rent monthly, in advance, on the first (1st) day of each calendar month. The monthly rent for the initial term shall be One Thousand Seven Hundred and No/100 Dollars (\$1,700.00) ("Initial Monthly Rent"), together with any applicable sales tax. Commencing on the first annual anniversary of the Commencement Date, and for each annual anniversary thereafter during the initial term and any Option Periods (as defined below), the annual rental amount shall be increased by three percent (3%) of the annual rent for the immediately preceding year.
4. **OPTION TERMS.** Tenant may extend the term of the Agreement for two (2) additional successive five (5) year option periods (individually, an "Option Period" and collectively, the "Option Periods"). Tenant shall have elected to extend the term for each successive Option Period unless it gives Owner written notice of its intention not to extend at least sixty (60) days prior to the expiration of the then-current term.
5. **USE.** Tenant may use the Property for the transmission and reception of communications signals and the installation, maintenance, operation, repair and replacement of its communication facilities, fixtures and related equipment, cables, accessories and improvements (collectively the Communications Facility") as described in Exhibit "B". Minor modifications to the Communications Facility, such as replacement of antennas, coaxial cable or base station equipment, shall not require the Owner's approval. Major modifications to the Communications Facility such as relocation or expansion of the equipment or structures (including the addition of antennas and/or cables) will require prior written consent of the Owner and may require Owner's approval as a land use regulator. Tenant shall be solely responsible for installing, maintaining, operating and repairing the Communications Facility on the Property and may subcontract qualified professionals to perform such services, all at Tenant's sole cost and expense. All earth, turf, shrubbery, trees, sidewalks, paving, fences, public improvements or improvements of any kind injured, damaged or removed by Tenant, or Tenant's contractors or agents, in the installation, repair, and/or maintenance of the Communications Facility shall be fully repaired or replaced within a reasonable time by Tenant, at its sole cost and expense, and to the satisfaction of the Owner. Tenant shall comply with all applicable federal, state and local laws, rules, statutes and regulations, relating to its use of the Communication Facility on the Property. It is understood and agreed that Tenant's ability to use the

Property is contingent upon its obtaining, after the execution date of this Agreement, all of the certificates, permits, and other approvals (collectively the "Governmental Approvals") that may be required by any Federal, State or Local authorities, as well as satisfactory soil boring tests which will permit Tenant use of the Property as set forth above. In the event that any of such applications for such Governmental Approvals should be finally rejected or Tenant determines that such Governmental Approvals may not be obtained in a timely manner, or any Governmental Approvals issued to Tenant are canceled, expire, lapse, or are otherwise withdrawn or terminated by a governmental authority, or soil boring tests are found to be unsatisfactory so that Tenant, in its sole discretion, will be unable to use the Property for its intended purposes or the Tenant determines that the Property is no longer technically compatible for its intended use, Tenant shall have the right to terminate this Agreement. Notice of the Tenant's exercise of its right to terminate shall be given to Owner in writing by certified mail, return receipt requested, and shall be effective upon receipt of the notice as shown on the return receipt. All rentals paid to said termination date shall be retained by the Owner.

6. ***INTERFERENCE.*** Tenant warrants that its use of the Property will not interfere with any existing radio frequency users on the Property as long as the existing radio frequency users operate and continue to operate within the frequencies existing as of the date of this Agreement and in accordance with all applicable laws and regulations. If at any time during the term of this Agreement, Tenant's use of the Property interferes with any existing radio frequency user's operations, and after Owner has notified Tenant of such interference, Tenant shall take all necessary actions to discontinue the interference. Tenant's use of the Property shall in all matters be subordinate to the Owner's and/or any governmental entity's use of the Property for any public purposes. Tenant shall relocate or adjust its Communication Facility or adjust its operations to accommodate the Owner's use within a reasonable time when such relocation or adjustment is requested by the Owner to accommodate the Owner's use, or any governmental entity's use, of the Property for public purposes; provided, however, in the event Owner requires such relocation or adjustment more than one (1) time during the term of this Agreement, immediately Tenant shall have the option to instead terminate this Agreement effective as of the date such relocation or adjustment was to have taken effect. Any relocation or adjustment shall be at the sole cost and expense of the Tenant.

If any interference with Owner's or any other governmental entity's use cannot be eliminated within three (3) days of written notice thereof, Tenant agrees to suspend operations (transmissions) at the site while the

interference problems are studied and a means found to mitigate them. If said interference cannot be eliminated, then this Agreement will be terminated, and Tenant shall remove its building and equipment from Owner's Property.

Owner shall cause all subsequent users of the Tower to first coordinate with Tenant to ensure that their frequencies and antenna locations will be compatible with Tenant's and to agree to a clause similar to this Paragraph 6 herein.

7. **TENANT'S ACCESS TO PROPERTY.** Owner shall provide Tenant with access to the Property in accordance with the procedures outlined in this Paragraph 7 twenty-four (24) hours a day, seven (7) days a week, for the purpose of installing and maintaining said Communications Facility and the equipment therein. It is agreed that only authorized engineers, employees or properly authorized contractors or persons under their direct supervision will be permitted to enter said premises. To obtain access to the Property, Tenant's authorized person or persons shall sign in at Owner's Kaw Water Treatment Plant, 720 West 3rd Street, Lawrence, Kansas. An employee of Owner shall accompany Tenant's authorized person or persons to the Property and provide them access to the Communications Facility. In the event this procedure shall be discontinued or no longer be available, Owner shall provide an alternative procedure to allow Tenant access to the Property twenty-four (24) hours a day, seven (7) days a week.

8. **TOWER COMPLIANCE.** Owner covenants that it will keep the Tower in good repair as required by all federal, state, county and local laws. Owner shall also comply with all rules and regulations enforced by the Federal Communications Commission with regard to the lighting, marking and painting of towers.

No materials may be used in the installation of the antennas or transmission lines that will cause corrosion or rust or deterioration of the Tower structure or its appurtenances.

Tenant's antenna(s) on the Tower may be identified by a marking fastened securely to its bracket on the Tower and all transmission lines may be tagged at the conduit opening where they enter Tenant's equipment space.

9. **PROPERTY TAXES.** Tenant shall pay all personal property taxes assessed against the Property as a result of Tenant's use or ownership of the Communications Facility. Owner is a municipal corporation and is

exempt from the payment of real property taxes, and Tenant shall be responsible for any real property taxes assessed against the Property as a result of the use or development of the Property by Tenant.

Owner shall provide to Tenant a copy of any notice, assessment or billing relating to real estate taxes for which Tenant is responsible under this Agreement upon receipt of the same by Owner. Tenant shall have no obligation to make payment of any real estate taxes until Tenant has received the notice, assessment or billing relating to such payment as set forth in the preceding sentence. Should any such taxes or assessments be levied or assessed directly against, and be paid by, Owner, Tenant shall reimburse Owner for the full amount thereof within thirty (30) days of receipt of Owner's notice to Tenant of its payment of such taxes and assessments.

Tenant shall have the right, at its sole option and at its sole cost and expense, to appeal, challenge or seek modification of any tax assessment or billing for which Tenant is wholly or partially responsible for payment under this Agreement. Owner shall reasonably cooperate with Tenant in filing, prosecuting and perfecting any appeal or challenge to such taxes as set forth in the preceding sentence, including but not limited to, executing any consent to appeal or other similar documents.

10. **LIENS.** Tenant shall not allow any mechanic's or materialmen's liens to be placed on the Property as a result of its activity on the Property. Tenant shall provide to the Owner, or shall cause its contractors to provide to the Owner, performance and payment bonds to assure timely performance of and payment for the work to be performed on the Property.
11. **UTILITIES.** Payment for electric service and for telephone or other utility services used or consumed by the Tenant on the Property shall be Tenant's responsibility. Owner agrees to cooperate with Tenant in its efforts to connect, at Tenant's expense, the Communications Facility to existing utility services.
12. **REMOVAL OF COMMUNICATIONS FACILITY.** All personal property and trade fixtures of Tenant shall be removed by Tenant within ninety (90) days of the termination of this Agreement unless Owner gives Tenant express written consent to leave any such personal property and trade fixtures on the Property beyond such ninety (90) day period. On or before the Commencement Date, Tenant shall provide Owner a Five Thousand and No/100 Dollars (\$5,000.00) escrow payment ("Escrow Funds") to be held until such time as Tenant's personal property and trade fixtures are

removed to the satisfaction of Owner. The Escrow Funds shall be held, administered and distributed as provided by the terms of the Escrow Agreement to be entered into by and between Owner and Tenant of even date herewith, a copy of which is attached hereto as Exhibit "C".

Owner agrees and acknowledges that all of the equipment, fixtures and personal property of the Tenant shall remain the personal property of the Tenant and the Tenant shall have the right to remove the same, whether or not said items are considered fixtures and attachments to real property under applicable law.

13. **INSURANCE.** Tenant, at its sole cost and expense, shall procure and maintain, until such date as all equipment and installations of Tenant have been removed by Tenant from the Property, comprehensive general liability and property liability insurance insuring Tenant against liability for personal injury, death or damage to personal property arising out of use of the Property by Tenant, with a minimum combined single limit of One Million and No/100 Dollars (\$1,000,000.00). Such insurance shall provide that the insurer shall provide Owner with at least thirty (30) days prior written notice of the cancellation of such policy for any reason. On or before the Commencement Date, and annually thereafter, Tenant shall provide Owner with an insurance certificate evidencing that Tenant maintains the insurance required by this Agreement. Owner agrees that Tenant may self-insure against any loss or damage which could be covered by a comprehensive general public liability insurance policy; provided, however, Tenant or its parent company maintains a minimum net worth of at least Twenty-Five Million Dollars (\$25,000,000.00). The parties hereby waive any and all rights of action for negligence against the other which may hereafter 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 they shall also apply 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 their property shall waive the insurer's right of subrogation against the other party.

Owner warrants and represents to the Tenant that Owner maintains either private insurance or self-insurance, in aggregate amounts, pursuant to the limits set forth in the Kansas Tort Claims Act to provide coverage against claims for liability for bodily injury, death, and property damage arising out of its ownership, use and management of the Property and Water

Storage Facility and fire and extended coverage on the Property and Water Storage Facility.

14. **TERMINATION.** Notwithstanding anything to the contrary contained herein, provided Tenant is not in default hereunder and shall have paid all rents and sums due and payable to the Owner by Tenant, Tenant shall have the right to terminate this Agreement upon the annual anniversary of this Agreement provided that ninety (90) days prior written notice is given the Owner.

Owner shall have the right to terminate this Agreement upon one hundred eighty (180) days prior written notice to Tenant if, in the sole discretion of Owner, it becomes necessary to do so for reasons other than leasing space on the Tower to a company or companies which are in competition with Tenant.

15. **INDEMNITY.** Owner and Tenant each indemnify the other against, and hold the other harmless from and against any and all costs (including reasonable attorney's fees and expenses) and claims, actions, damages, obligations, liabilities and liens which arise out of (a) the breach of this Agreement by the indemnifying party; or (b) the use and/or occupancy of the Property, or the balance of the Owner's Property, by such indemnifying party. This indemnity shall not apply to any claims, actions, damages, obligations, liabilities and liens arising from any negligent or intentional misconduct of the indemnified party and shall survive the termination of this Agreement.

16. **HAZARDOUS SUBSTANCES.** Owner warrants that Owner has no knowledge of any substance, chemical, or waste on the Owner's Property that is identified as hazardous, toxic or dangerous in any applicable federal, state or local law or regulation. Further, Owner will be responsible for all obligations of compliance with any and all environmental and industrial hygiene laws, including any regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene conditions or concerns as may now or at any time hereafter be in effect, that are or were in any way related to activity now conducted in, on, or in any way related to the Property, unless such conditions or concerns are caused by Tenant.

17. **CASUALTY.** If any portion of the Owner's Property is damaged by any casualty and such damage adversely affects Tenant's use of or access to the Property, this Agreement shall terminate as of the date of the casualty if Tenant gives written notice of the same within thirty (30) days after the

occurrence of such casualty. Notwithstanding the foregoing all rental shall abate during the period following such casualty where Tenant is unable to use the Property for its intended purpose.

18. **CONDEMNATION.** If a condemning authority takes any portion of the Owner's Property and such taking adversely affects Tenant's use of or access to the Property, this Agreement shall terminate as of the date the title vests in the condemning authority, if Tenant gives written notice of the same within thirty (30) days after Tenant receives notice of the taking. The parties shall be entitled to make claims in any condemnation proceeding for the value of their respective interests in the Owner's Property, or Property, as applicable.
19. **QUIET ENJOYMENT.** Tenant, upon paying the rent, shall peaceably and quietly have, hold and enjoy the Property. At Owner's option, this Agreement shall be subordinate to any mortgage or other security interest by Owner which from time to time may encumber all or part of the Property or right-of-way; provided, however, every such mortgage or other security interest shall recognize the validity of this Agreement in the event of a foreclosure of Owner's interest and also Tenant's right to remain in occupancy of and have access to the Property as long as Tenant is not in default of this Agreement. Tenant shall execute whatever instruments may reasonably be required to evidence this subordination clause. In the event the Property is encumbered by a mortgage or other security interest, the Owner immediately after this Agreement is executed will obtain and furnish to Tenant a non-disturbance agreement for each such mortgage or other security interest in recordable form. In the event the Owner defaults in the payment and/or other performance of any mortgage or other security interest encumbering the Property, Tenant, may, at its sole option and without obligation, cure or correct Owner's default and upon doing so, Tenant shall be subrogated to any and all rights, titles, liens and equities of the holders of such mortgage or security interest and the Tenant shall be entitled to deduct and setoff against all rents that may otherwise become due under this Agreement the sums paid by Tenant to cure or correct such defaults.
20. **DEFAULT.** Except as expressly limited hereby, Owner and Tenant shall each have such remedies for the default of the other party hereto as may be provided at law or equity following written notice of such default and failure to cure the same within fifteen (15) days for monetary defaults and thirty (30) days for any other default; provided, however, such thirty (30) day period for any other default shall be extended beyond thirty (30) days if the nature of the cure is such that it reasonably requires more than thirty (30) days and if the defaulting party commences to cure within such

thirty (30) day period and thereafter diligently pursues such cure to completion.

21. **MISCELLANEOUS.**

- a. Owner represents and warrants that Owner has full authority to enter into and sign this Agreement and has good and marketable title to the Owner's Property.
- b. This Agreement supersedes all prior discussions and negotiations and contains all agreements and understandings between the Owner and Tenant. This Agreement may only be amended in writing signed by all parties. Exhibits "A", "B" and "C" are incorporated into this Agreement by reference.
- c. The terms and conditions of this Agreement shall extend to and bind the heirs, personal representatives, successors and assigns of Owner and Tenant.
- d. The failure of either party to insist upon strict performance of any of the terms or conditions of this Agreement or to exercise any of its rights under the Agreement shall not waive such rights and such party shall have the right to enforce such rights at any time and take such action as may be lawful and authorized under this Agreement, either in law or in equity.
- e. Upon written notice by Tenant to Owner, this Agreement may be sold, assigned or transferred by the Tenant without any requirement of approval or consent of the Owner to the Tenant's principal, affiliates, or subsidiaries of its principal or affiliates. Tenant shall provide the notice required hereunder within thirty (30) days of such sale, assignment or transfer. As to all other parties, Tenant shall not assign, sell or transfer this Agreement or sublet any portion of the Property without Owner's written consent, which consent shall not be unreasonably withheld.
- f. Notices shall be in writing and sent by United States Mail, postage prepaid, certified or registered with return receipt requested, or by any nationally recognized overnight courier service to the address set forth beneath the signature of each party below. Any such notice shall be deemed effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing.

- g. This Agreement shall be construed in accordance with the laws of the State of Kansas.
- h. If any term of this Agreement is found to be void or invalid, such validity shall not affect the remaining terms of this Agreement, which shall continue in full force and effect.
- i. Owner agrees to execute a Memorandum of this Site Agreement which Tenant may record with the appropriate Recording Officer. The date set forth in the Memorandum is for recording purposes only and bears no reference to commencement of either term or rent payments.
- j. The provisions of the Agreement relating to indemnification from part to the other party shall survive any termination or expiration of this Agreement. Additionally, any provisions of this Agreement which require performance subsequent to the termination or expiration of this Agreement shall also survive such termination or expiration.

IN WITNESS WHEREOF, the parties hereto bind themselves to this Agreement on the day and year first written above.

[Signature Page Follows]

OWNER

CITY OF LAWRENCE, KANSAS

By: Mike Wildgen
Mike Wildgen, City Manager
Date: _____

City Hall
P.O. Box 708
Lawrence, Kansas 66044

TENANT:

**VERIZON WIRELESS (VAW) LLC,
d/b/a VERIZON WIRELESS**

By: Robert F. Swaine
Robert F. Swaine, West Area Vice President – Network
Date: 8-1-03

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

EXHIBIT A

Owner's Property

LEGAL DESCRIPTION: Parent Parcel as Provided

Beginning 656.5 feet East of the Southwest corner of the North Half of the Southwest Quarter of Section 36, Township 12 South, Range 19 East of the 6th P.M., in Douglas County, Kansas; thence East 333.5 feet; thence North 653.07 feet; thence West 333.5 feet; thence south 653.07 feet; which lies North of the South line of Stratford Road continued West from West Hills in the City of Lawrence, in Douglas County, Kansas, to the West line of the above described real estate except such part thereof as has heretofore been conveyed to the City of Lawrence.

LEGAL DESCRIPTION: Proposed Lease Area

A 15.42 foot by 31.50 foot Lease Area situated in the North Half of the Southwest Quarter of Section 36, Township 12 South, Range 19 East of the 6th P.M., in Douglas County, Kansas, more particularly described as follows:

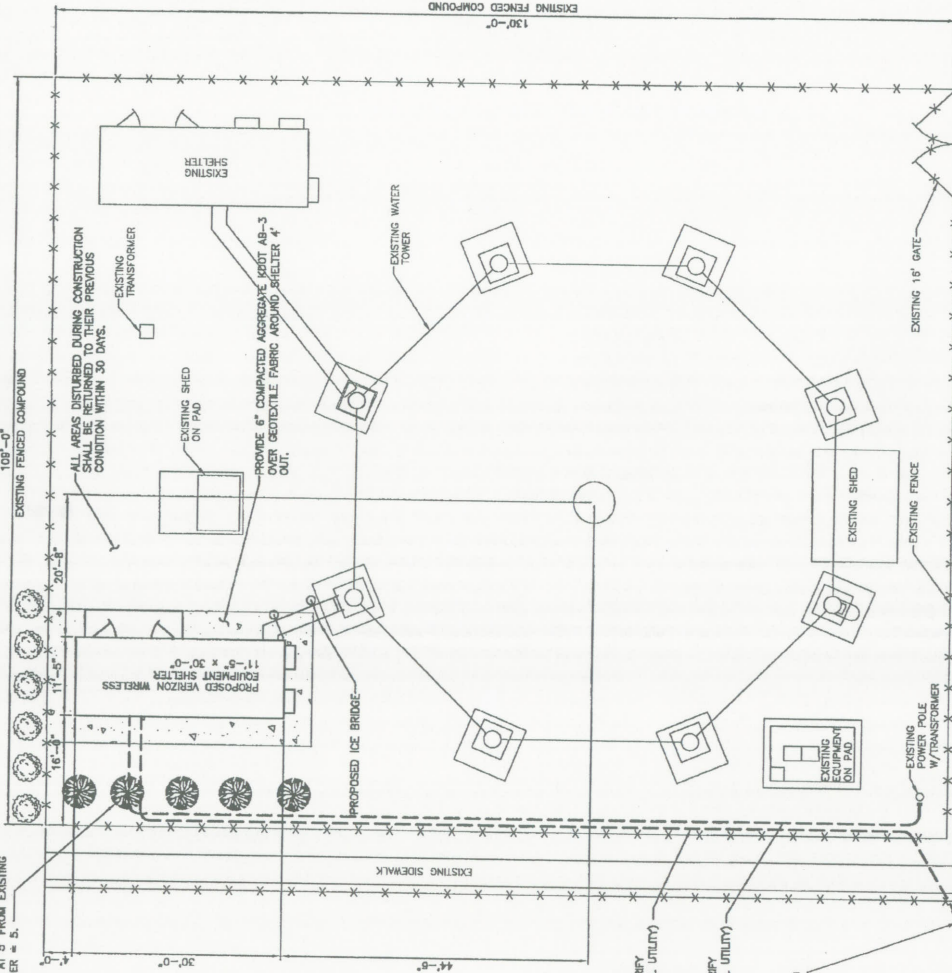
COMMENCING at the Northwest corner of the Southwest Quarter of said Section 36 (fnd. aluminum monument; thence South 01°25'32" East along the West line of said Southwest quarter, a distance of 1319.76 feet; thence North 88°08'50" East along the South line of the North Half of said Southwest Quarter, a distance of 656.50 feet; thence North 01°37'34" West, a distance of 574.54 feet; thence North 88°24'01" East, a distance of 26.38 feet to the POINT OF BEGINNING of said 15.42 foot by 31.50 foot Lease Area, said point being 33.21 feet West, and 42.09 feet North of the center of an existing water tower; thence North 88°24'01" East, a distance of 15.42 feet; thence North 01°35'59" West, a distance of 31.50 feet; thence South 88°24'01" West, a distance of 15.42 feet; thence South 01°35'59" East, a distance of 31.50 feet to the POINT OF BEGINNING. Containing 486 square feet, more or less.

EXHIBIT B

Site Plans

See Attached Site Plans

AUSTRIAN PINE (PINUS NIGRA) AT 5' FROM EXISTING FENCE & 7' O.C. TOTAL NUMBER = 5.



2" PVC FOR TELCO (APPROX LENGTH = 150') CONTRACTOR SHALL FIELD VERIFY CONNECTION POINT WITH LOCAL UTILITY)

3" PVC FOR POWER (APPROX LENGTH = 120') CONTRACTOR SHALL FIELD VERIFY CONNECTION POINT WITH LOCAL UTILITY)

0' 4' 8' 16' 24'



KANSAS ONE CALL SYSTEM, INC.

CALL BEFORE YOU DIG - DRILL - BLAST 800-344-7233 (DIG-SAFE) (316) 687-3753 (TAX)

THE UTILITIES AS SHOWN ON THIS SET OF DRAWINGS WERE DEVELOPED FROM THE RECORD DRAWINGS PROVIDED BY THE UTILITY COMPANIES. IT IS NOT IMPLIED NOR INTENDED TO BE THE COMPLETE INVENTORY OF UTILITIES IN THIS AREA. IT IS THE CONTRACTOR'S RESPONSIBILITY TO LOCATE AND VERIFY THE LOCATION OF ALL UTILITIES (WHETHER SHOWN OR NOT) AND PROTECT THEM FROM ANY DAMAGE CAUSED BY CONTRACTOR'S ACTIVITIES.

ENLARGED SITE PLAN

REV	DATE	REVISION DESCRIPTION	DESIGN
A	12/04/02	ISSUED FOR REVIEW	RCT
B	01/20/03	PER CITY COMMENTS	RCT
C	05/28/03	ISSUED FOR CONSTRUCTION	RCT
D			
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Y			
Z			

verizon wireless

10720 NALL AVE. SUITE 400
OVERLAND PARK, KS 66211
PHONE (913) 344-2800



SELECTIVE SITE CONSULTANTS, INC.
A Full-Service Engineering & Construction Quality Management Firm

6500 W. 110th Street, Suite 200
Overland Park, Kansas 66150
Phone: 913-438-7700
Fax: 913-438-7777

KANSAS PROFESSIONAL ENGINEER
9970

KANSAS PROFESSIONAL ENGINEER
9250

KANSAS PROFESSIONAL ENGINEER
L-03-01 - A01

JAYHAWK
VERIZON WIRELESS SITE L-03-01
ENLARGED SITE PLAN

1815 STRATFORD
LAWRENCE, KANSAS 66044

DRAWING NUMBER
L-03-01 - A01

REV
0

EXHIBIT C

Escrow Agreement

ESCROW AGREEMENT

This Escrow Agreement is entered into this 30th day of October, 2003 by and between the **CITY OF LAWRENCE, KANSAS** (the "City"), and **VERIZON WIRELESS (VAW) LLC, d/b/a Verizon Wireless** ("Verizon Wireless"), its successors and assigns, and provides for the following:

RECITALS:

1. The City is granting and leasing certain Property to Verizon Wireless for the installation, maintenance, and operation of a Communications Facility pursuant to the Site Agreement between the City and Verizon Wireless dated October 30, 2003 ("the Site Agreement");
2. Under the terms of the Site Agreement, Verizon Wireless agrees to remove all personal property and trade fixtures within ninety (90) days of the termination of the Site Agreement unless the City gives Verizon Wireless express written consent to leave any such personal property and trade fixtures;
3. Under the terms of the Site Agreement, Verizon Wireless agrees to make a payment to the City to be held until such time as Verizon Wireless' personal property and trade fixtures are removed;

NOW THEREFORE, in consideration of the foregoing and the mutual covenants hereinafter set forth, the parties hereto agree as follows:

1. **Creation of Account.** There is hereby created and established with the City the following special and separate account to be held by the City and designated as the VERIZON WIRELESS COMMUNICATIONS FACILITY REMOVAL ACCOUNT (the "Verizon Wireless Account").
2. **Deposit to Verizon Wireless Account.** Concurrently with the execution and delivery of this Agreement, and pursuant to the provisions of the Site Agreement, Verizon Wireless herewith deposits with the City, and the City acknowledges receipt and deposit into the Verizon Wireless Account, an interest-bearing account, the sum of Five Thousand and No/100 Dollars (\$5,000.00) (the "Escrow Funds"). The Escrow Fund shall be invested by the City in accordance with K.S.A. § 12-1675, et. seq., as amended.
3. **Creation of Lien and Application of Escrow Funds.** Verizon Wireless is hereby given an express lien on and security interest in the Verizon Wireless Account, and all earnings thereon, until used and applied or returned in accordance with this Agreement. The principal and earnings on the Verizon Wireless Account are hereby pledged and assigned and shall be applied solely for

the payment of the costs incurred by the City for the removal of the Communications Facility upon the termination of the Site Agreement referenced above if Verizon Wireless fails to timely remove the Communications Facility as provided in the Site Agreement. Within thirty (30) days following the removal of the Communications Facility, including complete removal of the shelter foundation and any grading and seeding work required thereby, whether by Verizon Wireless within the period specified in the Site Agreement or by the City following said period, any sums remaining in the Verizon Wireless Account shall be returned to Verizon Wireless.

4. **Amendments to Agreement.** This Agreement is made for the benefit of the City and Verizon Wireless, and it shall not be repealed, revoked, altered or amended without the written consent of the City and Verizon Wireless.

5. **Termination.** This Agreement shall terminate when the Communications Facility has been removed pursuant to the terms of the Site Agreement.

6. **Notices.** Except as otherwise provided herein, it shall be sufficient service of any notice, request, complaint, demand to be given to or filed with the following parties if the same is duly mailed by first class, certified or registered mail addressed:

To the City at:

City of Lawrence, Kansas
City Hall
6 East Sixth Street
P.O. Box 708
Lawrence, KS 66044
Attention: City Manager

To Verizon Wireless at:

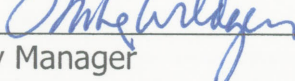
Verizon Wireless (VAW) LLC,
d/b/a Verizon Wireless
180 Washington Valley Road
Bedminster, New Jersey 07921
Attention: Network Real Estate

6. **Successors and Assigns.** All of the covenants, promises, and agreements in this Agreement contained by or on behalf of the City or Verizon Wireless shall be binding upon and inure to the benefit of their respective successors and assigns whether so expressed or not.

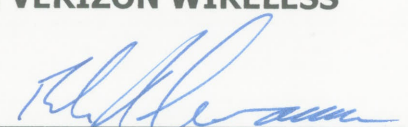
7. **Governing Law.** This Agreement shall be governed by the applicable law of the State of Kansas.

IN WITNESS WHEREOF, the parties hereto have each caused this Agreement to be executed as of the date first above written.

CITY OF LAWRENCE, KANSAS

By: 
Mike Wildgen, City Manager
Date: _____
City Hall
P.O. Box 708
Lawrence, Kansas 66044

**VERIZON WIRELESS (VAW) LLC,
d/b/a VERIZON WIRELESS**

By: 
Robert F. Swaine, West Area Vice President – Network
Date: 8-1-03
Verizon Wireless (VAW) LLC,
d/b/a Verizon Wireless
180 Washington Valley Road
Bedminster, New Jersey 07921
Attention: Network Real Estate