

Market: _____
Cell Site Number: KS5520 _____
Cell Site Name: _____
Fixed Asset Number: 10048693 _____

FIRST AMENDMENT TO SITE AGREEMENT

This AMENDMENT TO SITE AGREEMENT (this "Amendment") is entered into this 9th day of September, 2009, between the City of Lawrence, Kansas, a municipal corporation ("Owner") and New Cingular Wireless PCS, LLC, a Delaware limited liability company on behalf of itself and its affiliates, successors and assigns formerly known as Southwestern Bell Wireless, LLC, as general partner of the Kansas City SMSA Limited Partnership d/b/a/Cingular Wireless ("Tenant").

RECITALS

WHEREAS, Owner and Tenant (or Tenant's predecessor) entered into that certain Site Agreement dated November 29, 2004 (the "Site Agreement") whereby Tenant leased a portion of land from Owner to be used for the Tenant's Communication Facility (as defined in the Site Agreement); and

WHEREAS, Owner and Tenant wish to modify the Site Agreement to allow Tenant to lease additional property from Owner to add a natural gas emergency power generator; and

WHEREAS, Owner and Tenant wish to fully acknowledge the continued validity of the Site Agreement with the Tenant as Tenant thereunder, the Owner as Owner thereunder, and to modify the Site Agreement as provided herein.

For good and valuable consideration, the parties agree as follows:

1. Section 1 entitled "Property" on Page 1 of the Site Agreement is hereby amended to add a paragraph thereto which shall read as follows:

Owner agrees to allow Tenant to install a natural gas emergency power generator and a concrete pad sufficient to support said generator, and any accessories necessary to the operation of said generator (the "Generator") comprised of approximately 44 square feet of real property, to be located within the Owner's Property. The location of the Generator is more specifically set forth in Exhibit D attached hereto and incorporated herein by reference.

2. The Site Agreement is hereby amended to add an Exhibit D – Specification for Generator, said Exhibit being attached to this Amendment and incorporated herein by reference.

3. Owner acknowledges that the current tenant to the Site Agreement is Southwestern Bell Wireless, LLC, as general partner of the Kansas City SMSA, Limited Partnership, d/b/a Cingular Wireless. Tenant hereby assumes all obligations and rights under the Site Agreement and agrees to be bound by the Site Agreement.
4. Section 21 entitled "Miscellaneous" on pages 9 and 10 of the Site Agreement is hereby amended to modify the notice requirements in subsection (f) and subsection (f) shall read as follows:

All notices, requests, demands and communications hereunder will be given by first class certified or registered mail, return receipt requested, or by a nationally recognized overnight courier, postage prepaid, to be effective when properly sent and received, refused or returned undelivered. Notices will be addressed to the parties as follows:

If to Tenant: New Cingular Wireless PCS, LLC
 Attn: Network Real Estate Administration
 Re: Cell Site #: KS5520; Cell Site Name: KU
 Fixed Asset No: _____
 6100 Atlantic Boulevard
 Norcross, Georgia 30071

With a copy to: New Cingular Wireless PCS, LLC
 Attn: Legal Department
 Re: Cell Site #: KS5520; Cell Site Name: KU
 Fixed Asset No: _____
 15 East Midland Ave.
 Paramus, NJ 07652

If to Landlord: City Manager
 City of Lawrence
 6 East 6th Street, P.O. Box 708
 Lawrence, KS 66044

Either party hereto may change the place for the giving of notice to it by thirty (30) days prior written notice to the other as provided herein.

5. In consideration for executing this Amendment, Tenant agrees to pay Owner an additional Three Hundred and Fifty-Two and No/100 Dollars (\$352.00) per month in Rent, which will increase total Rent due under the Site Agreement to Two Thousand Two Hundred and Sixty-Five and No/100 (\$ 2,265.00) per month together with any applicable sales tax, pursuant to Section 3 entitled "Rent" on Page 2 of the Site Agreement, such rental increase to begin on the first day of the month after this Amendment is executed by both parties. 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 in Section 4 of the Site Agreement), the

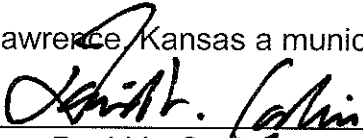
annual rent amount shall be increased by three (3%) of the annual rent for the immediately preceding year.

6. Except as set forth above, all other terms and provisions of the Site Agreement shall remain in full force and effect.
7. This Amendment may be executed in two or more counterparts, all of which shall be considered as one document.
8. If any term of this Amendment is found to be void or invalid, such validity shall not affect the remaining terms of this Amendment, which shall continue in full force and effect.
9. The above stated recitals are incorporated into this Amendment by this reference.

IN WITNESS WHEREOF, Owner and Tenant have caused this Amendment to be executed and effective as of the date first above written.

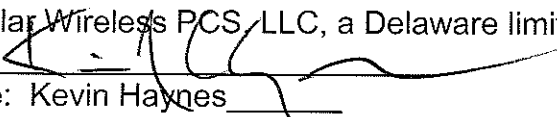
OWNER

City of Lawrence, Kansas a municipal corporation

By: 
Print Name David L. Corliss
Its: City Manager
Date: 9.11.09

TENANT

New Cingular Wireless PCS, LLC, a Delaware limited liability company

By: 
Print Name: Kevin Haynes
Its: AVP Southwest Region C&E
Date: 8.3.09

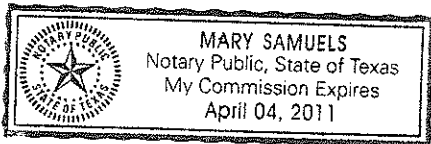
[ACKNOWLEDGMENTS APPEAR ON THE NEXT PAGE]

TENANT ACKNOWLEDGMENT

STATE OF Texas)
) ss:

COUNTY OF Dallas)

On the 10th day of August, 2009, before me personally appeared Kenn S Haynes, and acknowledged under oath that he is the AVP Southwest Region CSE of New Cingular Wireless PCS, LLC, the _____ named in the attached instrument, and as such was authorized to execute this instrument on behalf of the _____.



Mary Samuels
Notary Public: Mary Samuels
My Commission Expires: April 04, 2011

OWNER ACKNOWLEDGMENT

STATE OF Kansas)
) ss
COUNTY OF Douglas)

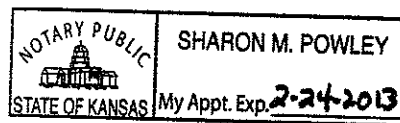
BE IT REMEMBERED, that on this 11th day of September, 2009, before me, the undersigned, a Notary Public in and for the County and State aforesaid came David L. Corliss, City Manager of the **City of Lawrence, Kansas**, who is personally known to me to be the same person who executed the within and foregoing instrument of writing, and duly acknowledged the execution of the same.

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

Sharon M. Powley
Notary Public

My Commission Expires:

February 24, 2013



CORPORATE ACKNOWLEDGMENT

STATE OF _____)

) SS:

COUNTY OF _____)

I CERTIFY that on _____, 200____,
_____[name of representative] personally came before
me and acknowledged under oath that he or she:

(a) is the _____ [title] of _____ [name of corporation], the corporation named in the attached instrument,

(b) was authorized to execute this instrument on behalf of the corporation and

(c) executed the instrument as the act of the corporation.

Notary Public: _____
My Commission Expires: _____

PROJECT INFORMATION

SCOPE OF WORK:	GENERATOR ADDITION
SITE ADDRESS:	1815 STRATFORD LAWRENCE, KANSAS 66044
LATITUDE:	N/A
LONGITUDE:	N/A
JURISDICTION:	N/A
PROPOSED USE:	TELECOMMUNICATIONS FACILITY

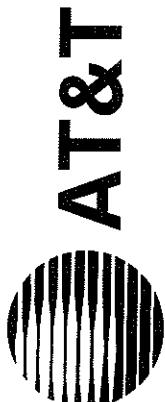
DRAWING INDEX

KS6363-01	TITLE SHEET SURVEY
KS6363-02	SITE PLAN
KS6363-03	DETAIL SHEET
KS6363-04	ELECTRICAL PLAN

RESPONSIBLE

1	MLO
1	MLO
0	MLO
0	MLO

NOTES



AT&T WIRELESS SERVICES, INC.

892 Woods Mill Road
Ballwin, Missouri 63011
Phone: 636-519-6200
Fax: 636-519-6208

SITE NUMBER: KS-5520
SITE NAME: KU

A/E DOCUMENT REVIEW STATUS

STATUS	CODE	1	Accepted-With or no comments, construction may proceed					
		2	Not Accepted					
Acceptance does not constitute approval of design details, calculations, analysis, test methods or materials developed or selected by the contractor. The contractor shall remain solely responsible for full compliance with contractual obligations.								
		Revised		ENG	CONST			
By							Date	

AT&T APPROVAL

RF _____ Date _____

CONST _____ Date _____

OWNER APPROVAL

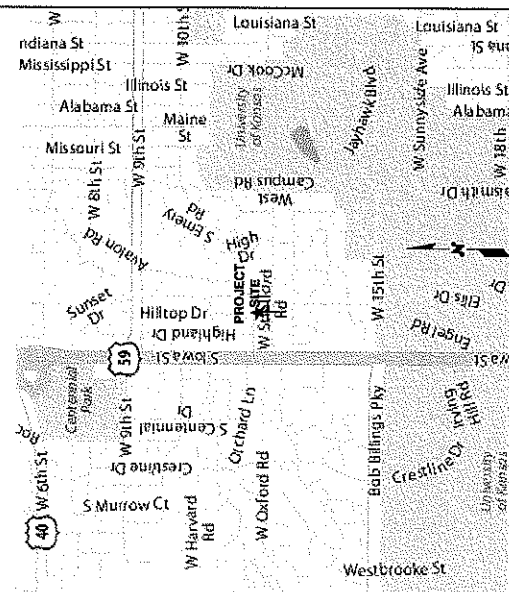
Date: _____

APPLICABLE BUILDING CODES AND STANDARDS

LOCAL BUILDING CODE -- AS ADOPTED
NATIONAL ELECTRICAL CODE -- AS ADOPTED
UNIFORM MECHANICAL CODE -- AS ADOPTED
NATIONAL FIRE PROTECTION ASSOCIATION -- AS ADOPTED
OCCUPATIONAL SAFETY AND HEALTH STANDARDS (OSHA)
APPLICABLE AMENDMENTS TO STANDARD CODES ADOPTED AND
ISSUED BY THE LOCAL JURISDICTION

VICINITY MAP

DIRECTION: FROM SSC OFFICE AT: WEST 110th STREET TO I-435, I-435 WEST TO SR 10, CONTINUE ON SR 10 WEST TO US 59 (IOWA ST.), TURN NORTH ON US 59 (IOWA ST.) TO STRAITFORD ROAD. TURN EAST ON STRAITFORD ROAD TO SITE, ON LEFT SIDE OF ROAD.



AT&T WIRELESS SERVICES, INC.
10920 AMBASSADOR DRIVE, SUITE 200
KANSAS CITY, MISSOURI 64153

**KU
KS5520**

225 WTR TWR SUNSET DR.
LAWRENCE, KANSAS 66044

SELECTIVE SITE CONSULTANTS, INC.

Site Analysis, Engineering and Construction Quality Assurance Company
5500 W. 119th St., Suite 300
Overland Park, Kansas 66210
Phone: 913-438-7700
Fax: 913-438-7777

	NO.	DATE	REASONS	BY	CHK APP'D	DRAWN	JAY
I	07/07/08	RESERVED FOR CONSTRUCTION				JAY	MLO
O	01/13/08	ISSUED FOR CONSTRUCTION				JAY	MLO
D	01/07/08	REVISED ADDRESS				JAY	MLO
C	10/21/08	MOVED GENERATOR PER OWNER				JAY	MLO
B	06/13/08	ISSUED FOR CONSTRUCTION				JAY	MLO
N							
No.		DATE	REASONS			BT	CHK APP'D
SCALE AS SHOWN			DESIGNED: JAY				

DESIGNED: JIM	REVISIONS
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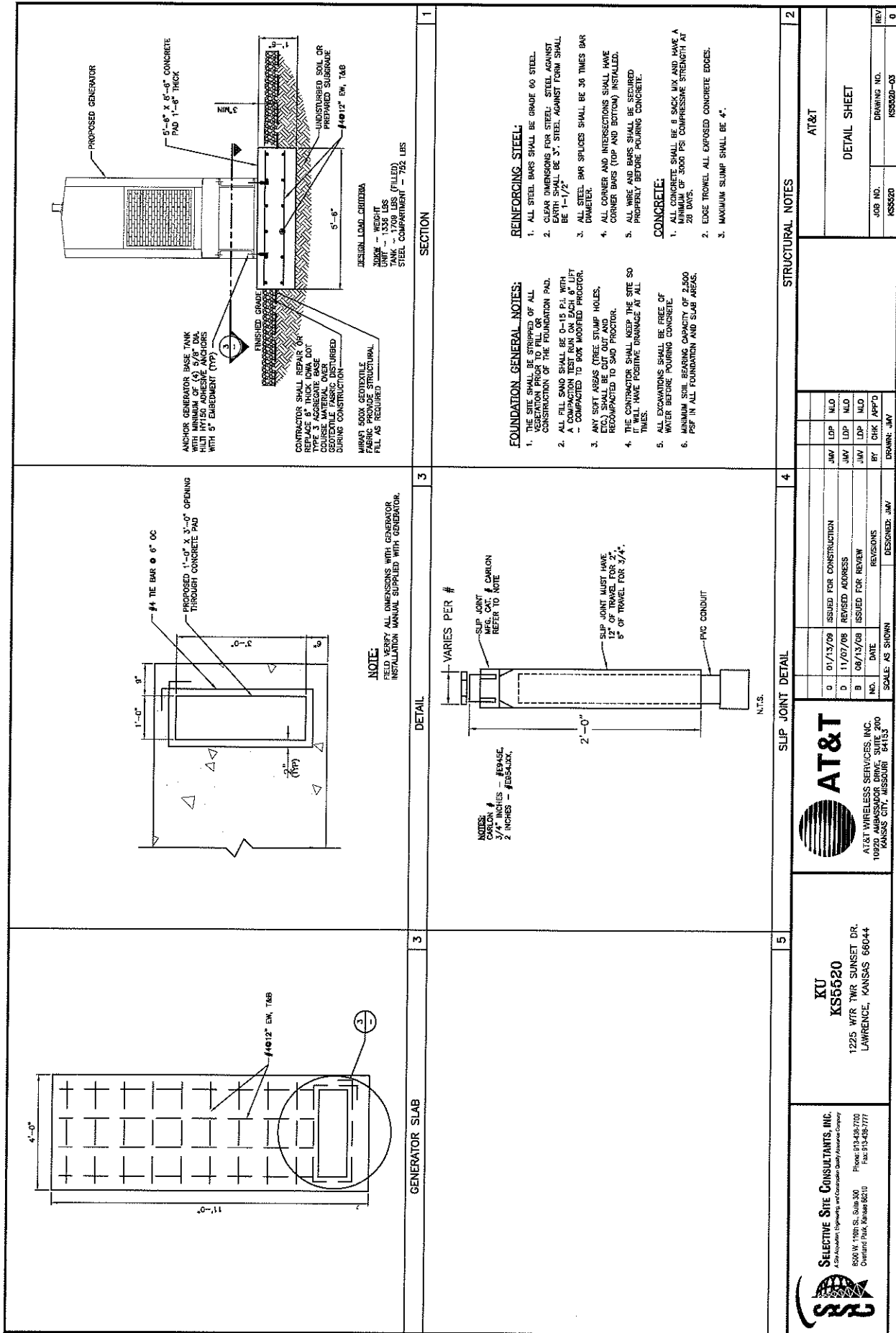
UNITED STATES GOVERNMENT

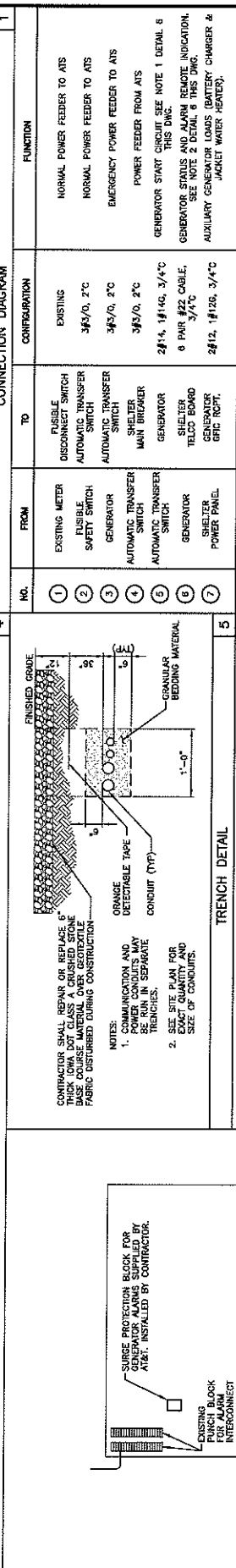
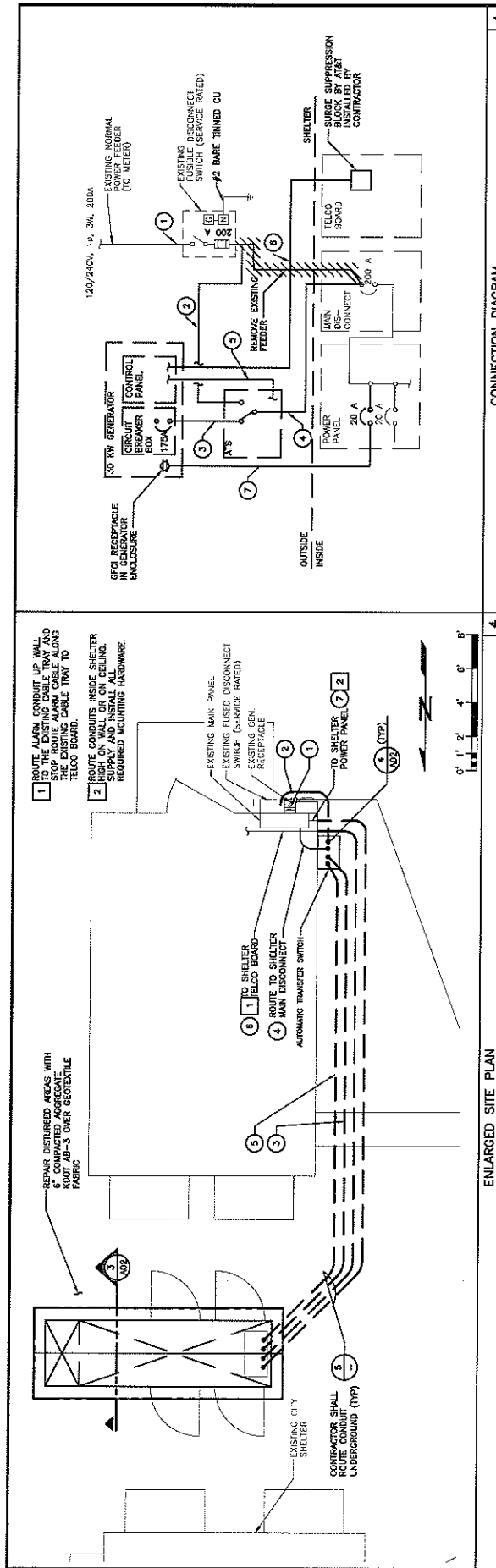
AT&T

TITLE SHEET

JOB NO. KS5520	DRAWING NO. KS5520-T01
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[illegible]





CIRCUIT SCHEDULE		2
NOTES: 1. THESE CONDUCTORS SHALL CONNECT TO POINTS 178 AND 183 IN THE REMOTE SWITCH AT THE TERMINAL BLOCK LABELED "GENERATOR REMOTE SWITCH" IN THE CONNECTION PANEL. POINTS 178 AND 183 SHALL BE CONNECTED TO THE TERMINAL BLOCK LABELED "GENERATOR REMOTE SWITCH" IN THE AC CONNECTION PANEL. 2. CONTRACTOR SHALL INSTALL SURGE SUPPRESSION BLOCK ON THE SHELTER TELCO BOND. SUPPRESSION BLOCK PROVIDED BY VERIZON WIRELESS. SUPPLY AND INSTALL WIRING FROM THE SURGE SUPPRESSOR TO THE TERMINALS "C" AND "NC" ON RELAYS K1, K2, K3, K4 AND K5 AT THE GENERATOR REMOTE ANNUNCIATOR PANEL.	1. ALL ELECTRICAL WORK SHALL CONFORM TO REQUIREMENTS OF THE NATIONAL ELECTRICAL CODE AS A MINIMUM STANDARD. 2. GENERATOR, BASE TANK AND AUTOMATIC TRANSFER SWITCH SHALL BE FURNISHED BY OWNER AND INSTALLED BY THE CONTRACTOR. ALL OTHER MATERIAL & EQUIPMENT SHALL BE CONTRACTOR FURNISHED & INSTALLED. 3. GENERATOR AND ITS INSTALLATION SHALL BE IN ACCORDANCE WITH MANUFACTURERS' INSTRUCTIONS. 4. ALL CONDUIT SHALL BE RIGID GALVANIZED STEEL (RGS). 5. RECONNECT EXISTING COMMERCIAL POWER FAIL RELAY IN SHELTER TO MONITOR UTILITY POWER SOURCE IN NEW AUTOMATIC TRANSFER SWITCH.	

 SELECTIVE SITE CONSULTANTS, INC. (An Equal Opportunity Employer, a 601 Connecticut Quality Network Company) 8500 W. 110th St., Suite 300 Phone 813-438-7209 Overland Park, Kansas 66212 Fax 813-438-7777		KU KS5520 1225 WTR TWR SUNSET DR. LAWRENCE, KANSAS 66044		CIRCUIT SCHEDULE NOTES		GENERAL NOTES		AT&T		AT&T	
				0 01/13/76 ISSUED FOR CONSTRUCTION		6		JAN'76 MLO		AT&T	
				1 11/07/76 REVISED ADDRESS				JAN'76 MLO			
				2 10/21/76 MOVED GENERATOR PER OWNER				LDP'76 MLO		ELECTRICAL PLAN	
				3 08/13/76 ISSUED FOR REVIEW				JAN'76 MLO			
				NO. DATE REVISIONS				BY CHK APP'D		JOB NO. DRAWING NO.	
				SCALE: AS SHOWN				DESIGNED: JMY		KS5520-04	