

Site Name/Number: KS5152 Kasold

FIRST AMENDMENT TO AGREEMENT TO LEASE OF
CITY OF LAWRENCE, KANSAS PROPERTY

THIS AMENDMENT TO LEASE AGREEMENT ("Amendment") is made this 7th day of September 2004, by and between the City of Lawrence, Kansas, a Municipal Corporation ("City"), and Southwestern Bell Wireless, LLC, d/b/a Cingular Wireless, as general partner of the Kansas City SMSA Limited Partnership ("Tenant").

WITNESSETH:

WHEREAS, City and Tenant are parties to that certain agreement dated August 10, 1998 (the "Lease"), the terms of which are incorporated herein by reference, whereby Tenant leases from City certain space on real property commonly known as 6th & Kasold Water Tower (the "Leased Property"), which is more particularly described in the Lease, upon which Tenant owns, operates and maintains a telecommunications facility; and

WHEREAS, the parties agree to modify certain terms and conditions of the Lease as provided herein.

NOW THEREFORE, for and in consideration of the agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, the undersigned, agreeing to be legally bound, covenant and agree as follows:

1. **Amended Lease Terms.** Incorporated herein are certain supplemental Lease terms which are more fully set forth in the Rider(s) A and B attached to and forming a part of this Amendment. Except as may be expressly modified by Rider(s), the terms and conditions contained in the Lease shall remain unchanged and shall be deemed to continue in full force and effect for so long as the Lease is in effect.
2. **Capitalized Terms.** Capitalized terms not otherwise defined herein shall have the meanings set forth in the Lease.
3. **Control.** If there is any inconsistency between the terms of the Lease and the terms of this Amendment, the terms of this Amendment shall control.
4. **Counterparts.** This Amendment may be executed in two or more counterparts, all of which shall be considered as one document.
5. **Authority.** The individual or individuals that execute this Amendment represent and warrant that he/she/they have full authority to do so.

IN WITNESS WHEREOF, the undersigned have executed this Amendment the day and year first above written.

CITY:
City of Lawrence, Kansas
a Municipal corporation

TENANT:
Southwestern Bell Wireless, LLC,
d/b/a Cingular Wireless
as general partner of the
Kansas City SMSA limited partnership

Signed: Mike Wilcoxon

Name: MIKE WILCOXON

Title: City Manager

Rider(s) Attached: _____

City's Initials: ML
Tenant's Initials: mw

Signed: Mike Utt
Doug Peltier
Real Estate and Construction Manager-KS/MO
Central Region

RIDER A: DESCRIPTION OF ADDITIONAL EQUIPMENT

Paragraph 3 of the Lease is modified by including the following additional equipment as part of Tenant's permitted equipment installed on the Leased Property, or by modifying the existing equipment installed thereon:

Installation of five (5) additional runs of 7/8" coax. See drawing attached.

City's Initials:

Tenant's Initials: AW

CITY OWNED ELECTRICAL CONDUIT
(RELOCATED BY G.C.)

THREADED ROD ASSY

COAX TO BE SECURED
TO BRACKET WITH TY-RAPS

NO PROJECTIONS INSIDE
OF HATCHED AREA

EXISTING LADDER

CITY OWNED COAX
(RELOCATED BY G.C.)

PROPOSED COAX
EXPANDING BRACKET
7 BRACKETS EVENLY
SPACED

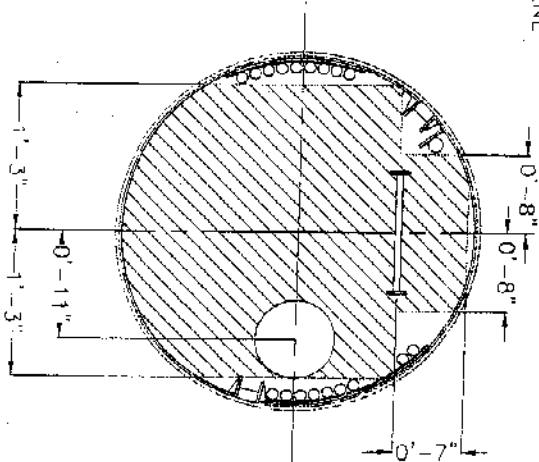
EXISTING 8" ϕ
OVERFLOW DRAIN

SECTION THRU ACCESS TUBE

N.T.S.

STRUCTURAL STEEL NOTES:

1. ALL STEEL WORK SHALL BE SHOWN IN ACCORDANCE WITH THE PROJECT SPECIFICATIONS AND IN ACCORDANCE WITH AISC A588 UNLESS OTHERWISE NOTED.
2. ALL WELDING SHALL BE PERFORMED USING E70XX ELECTRODES AND WELDING SHALL CONFORM TO AISC. WHERE FIELD AND END JOINTS ARE SHOWN, THE WELD SHALL BE TOUGHENED UP.
3. SPOT WELDING SHALL BE USED FOR BRACING TOP (C/L) & CONNECTING AND SHALL HAVE MINIMUM OF TWO SPOTS UNLESS NOTED OTHERWISE.
4. ALL WELDING TO BE HOT DIPPED GALVANIZED.



SECTION THRU ACCESS TUBE

N.T.S.

DRAWING TITLE
ACCESS TUBE SECTION

SITE ADDRESS
SITE ID: KS 4817

KASOLD SITE

OWNER

cingular
WIRELESS

13075 MANCHESTER ROAD
DES PERES, MISSOURI 63131
PHONE: 314-636-9000 FAX: 314-636-2304

SHEET

A-1

ISSUED

7/04

REVISIONS

NO.	DATE	REVISION
1	7/04	ISSUED

RIDER B: INCREASE IN RENT OF LEASED PROPERTY

The Lease is modified by amending the rent of the Leased Property as follows:

Per paragraph 5 of the Agreement for Lease of City of Lawrence, Kansas Property, rent will increase from \$1,150 per month to \$1,500 per month for the remainder of the First Option Period. The rent for the Second Option Period, should Tenant elect pursuant to Paragraph 5 of the Agreement to extend the term of the Agreement, shall be \$1,725 per month.

City's Initials: MAJ

Tenant's Initials: MAJ