Site Agreement

This Site Agreement ("Agreement") is entered into this 29th day of November ______, 2004, by and between the City of Lawrence, Kansas, a municipal corporation ("Owner"), and Southwestern Bell Wireless, LLC, as general partner of the Kansas City SMSA Limited Partnership d/b/a Cingular Wireless, on behalf of itself and its, affiliates, 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:

- PROPERTY. The property interests hereby leased and granted by Owner ("Property") shall include the following:
 - [] Real property comprised of approximately <u>240</u> 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, which approval shall not be unreasonably denied, delayed, or conditioned;
 - [] 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, which approval shall not be unreasonably denied, delayed, or conditioned; 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 <u>Exhibit "A"</u> attached hereto and subject to the specifications and location as generally shown and described on <u>Exhibit "B"</u>.

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.
- USE. Tenant may use the Property for the transmission and reception of 5. 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 or if such relocation or adjustment impairs Tenant's ability to use the Property as a Communications Facility, 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.

- TENANT'S ACCESS TO PROPERTY. Owner shall provide Tenant with 7. 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 It is agreed that only authorized engineers, equipment therein. 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 In the event this procedure shall be Communications Facility. 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. 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, and registering, if required.

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. Tenant may also utilize any markings required by federal, state, or local laws.

9. **PROPERTY TAXES.** Tenant shall pay all personal property taxes assessed against Tenant's Communications Facility location on 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 allocate real estate taxes among the different tenants of the Tower.

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.
- 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. Tenant shall install a separate meter to record Tenant's electrical usage.
- 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.

INSURANCE. Tenant, at its sole cost and expense, shall procure and 13. 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. 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 These waivers and releases shall apply parties, or either of them. 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.

Either party may also terminate this Agreement upon seven (7) days prior notice if the other party fails to cure a breach as provided in Section 20.

- 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. The indemnity obligations in this Section 15 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. Owner shall notify Tenant immediately if Hazardous Substances are discovered on the Property, and Tenant shall have the right to terminate this Agreement immediately upon notice to Owner if Hazardous Substances are discovery on the Property.

- 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.
- QUIET ENJOYMENT. Tenant, upon paying the rent, shall peaceably and quietly have, hold and enjoy the Property. At Owner's option, this 19. 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 Tenant shall execute whatever is not in default of this Agreement. 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) days 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. Owner and Tenant also represent and warrant that the execution of this Agreement will not violate any other agreement to which they are a party or any order, decree, or judgment of any judicial or administrative entity.
- 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.
- 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:_	Thite boldyen
Mike Wildgen,	, City Manager ()

City Hall P.O. Box 708

Lawrence, Kansas 66044

TENANT:

SOUTHWESTERN BELL WIRELESS, LLC, as general partner of the Kansas City SMSA Limited Partnership d/b/a Cingular Wireless

_ /							
Da	- Dallatia)	. //			l – - 1 - 1 - 1	Manager.	1/0/1100
12011	I Pelibliet	יתם עגר	STELICTION	ana kea	LECTATA	Manager	K C / M/ 1
Our	,		JU 44401	ana nca	Lotate	manauci.	ハンババス

Date: 11/17/04

Cingular Wireless

13075 Manchester Road, Suite 100N

St. Louis, Missouri 63131

Attention: Network Real Estate

With a copy to:

Cingular Wireless 6100 Atlantic Boulevard Norcross, GA 30071 Attention Network Lease Administration

With a copy to:

Cingular Wireless 17330 Preston Road, Suite 100A Dallas, TX 75252 Legal Department

EXHIBIT A

Owner's Property

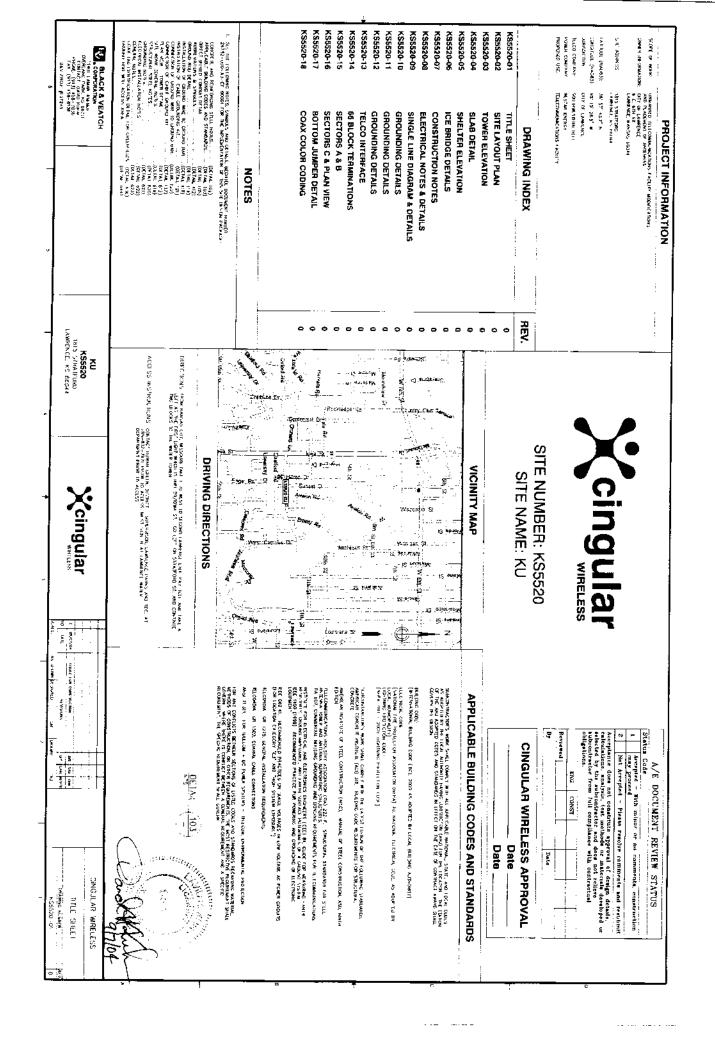
LEGAL DESCRIPTION: Parent Parcel as Provided

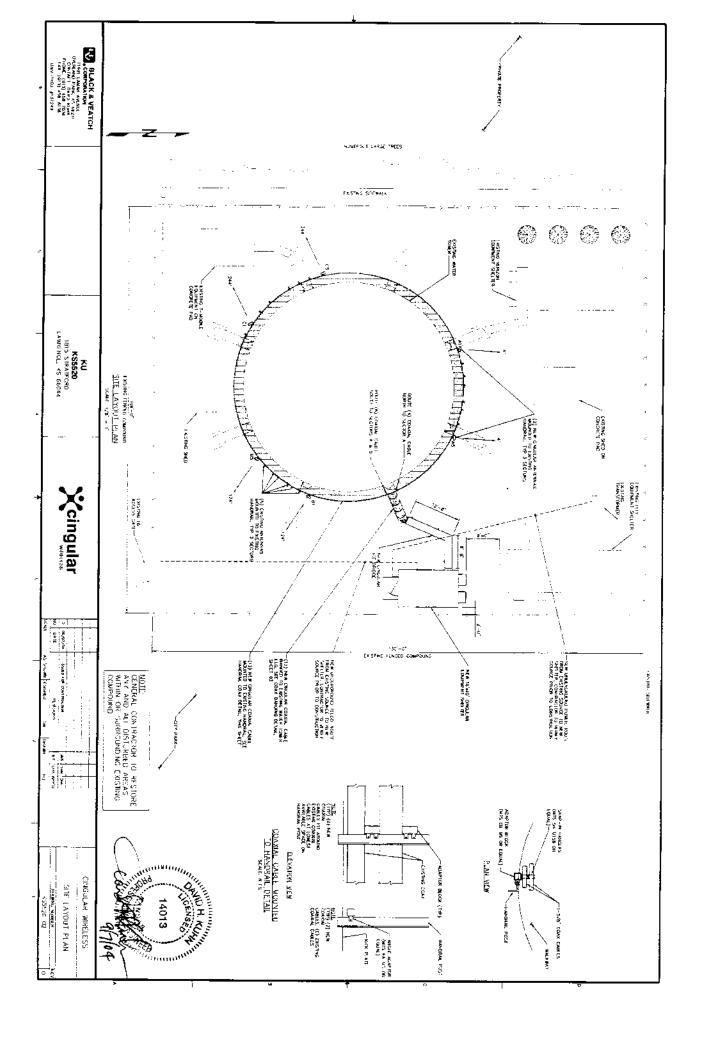
Beginning 656.5 feet East of the Southwest corner of the North Half of the Southwest Quarter of Section 36, Township 12 South, Range 19 East of the 6th P.M., in Douglas County, Kansas; thence East 333.5 feet; thence North 653.07 feet; thence West 333.5 feet; thence south 653.07 feet; which lies North 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.

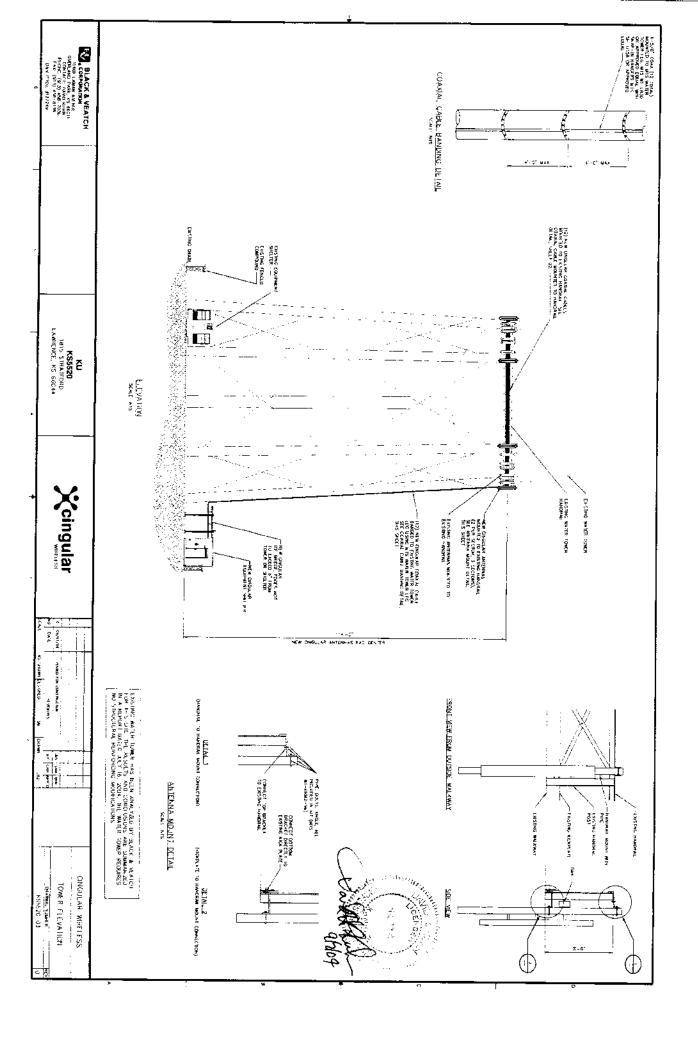
EXHIBIT B

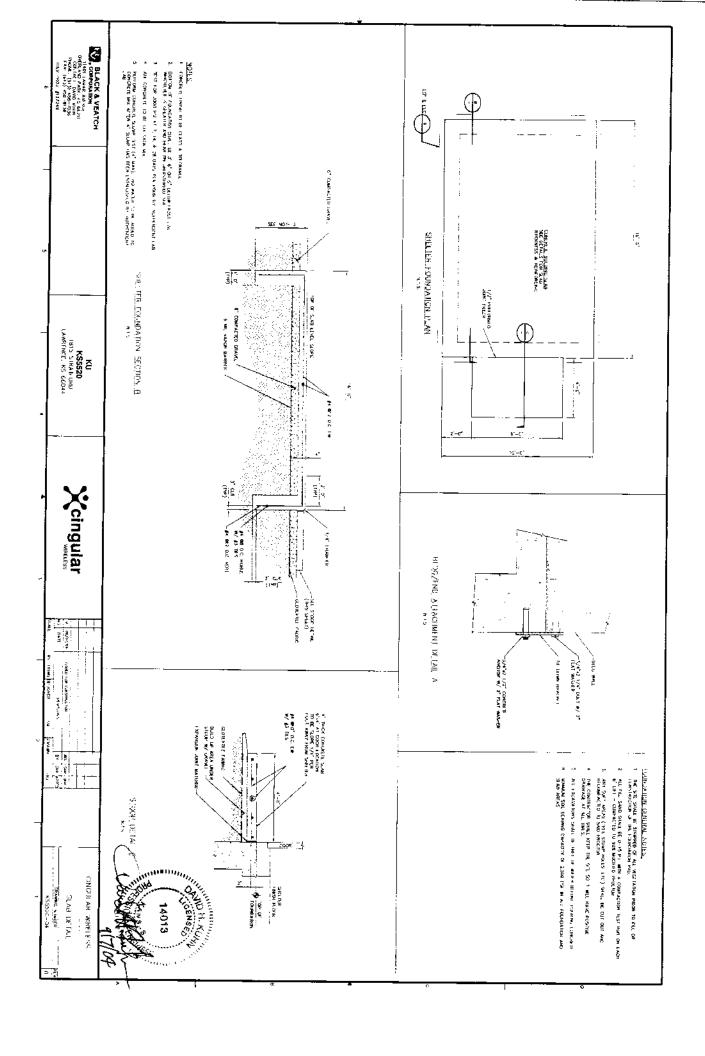
Site Plans

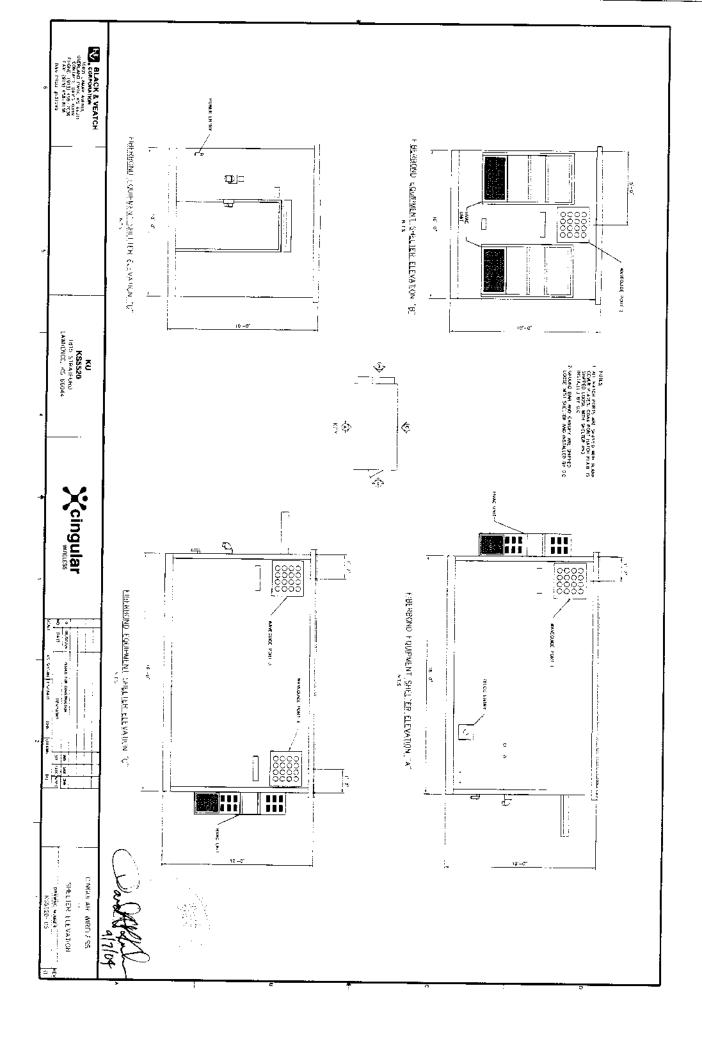
See Attached Site Plans

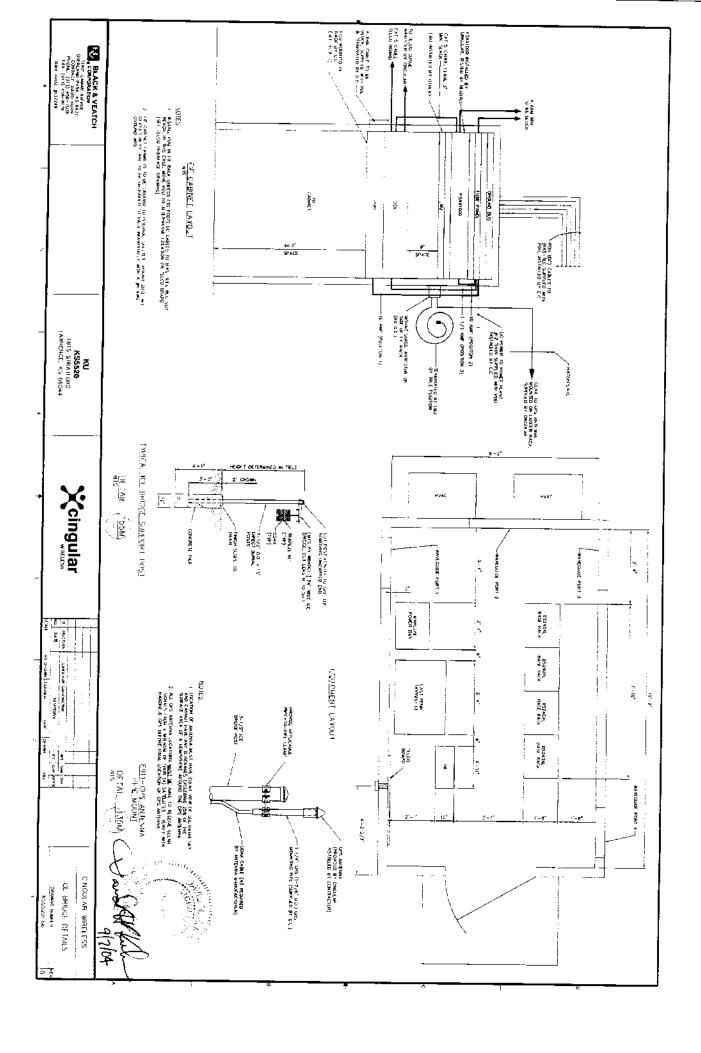






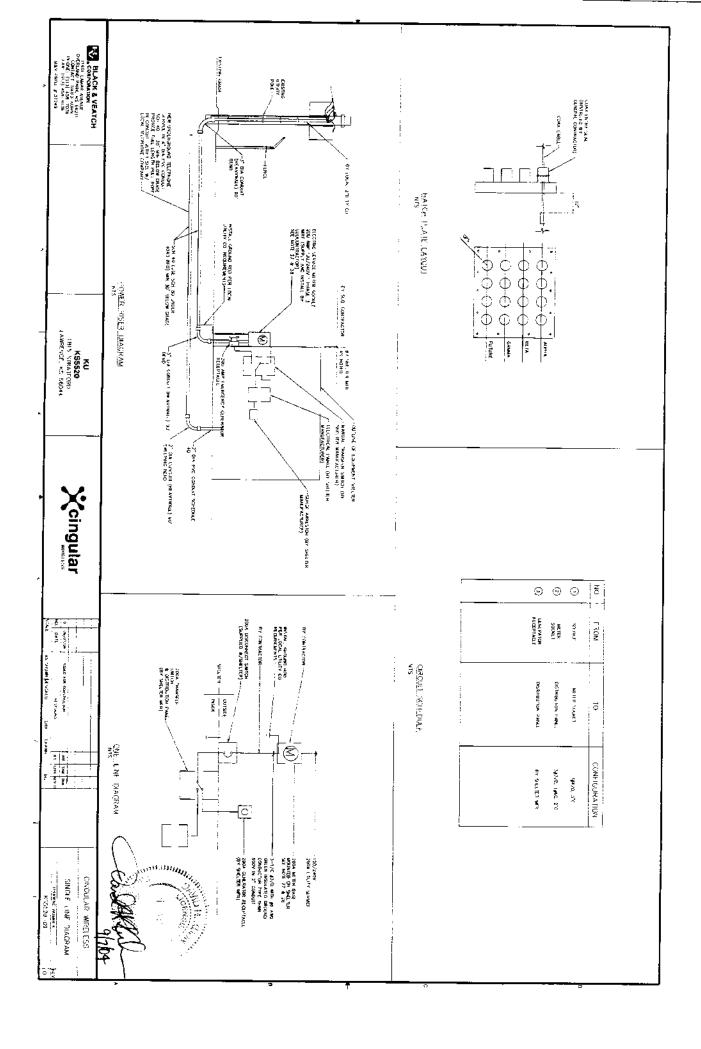


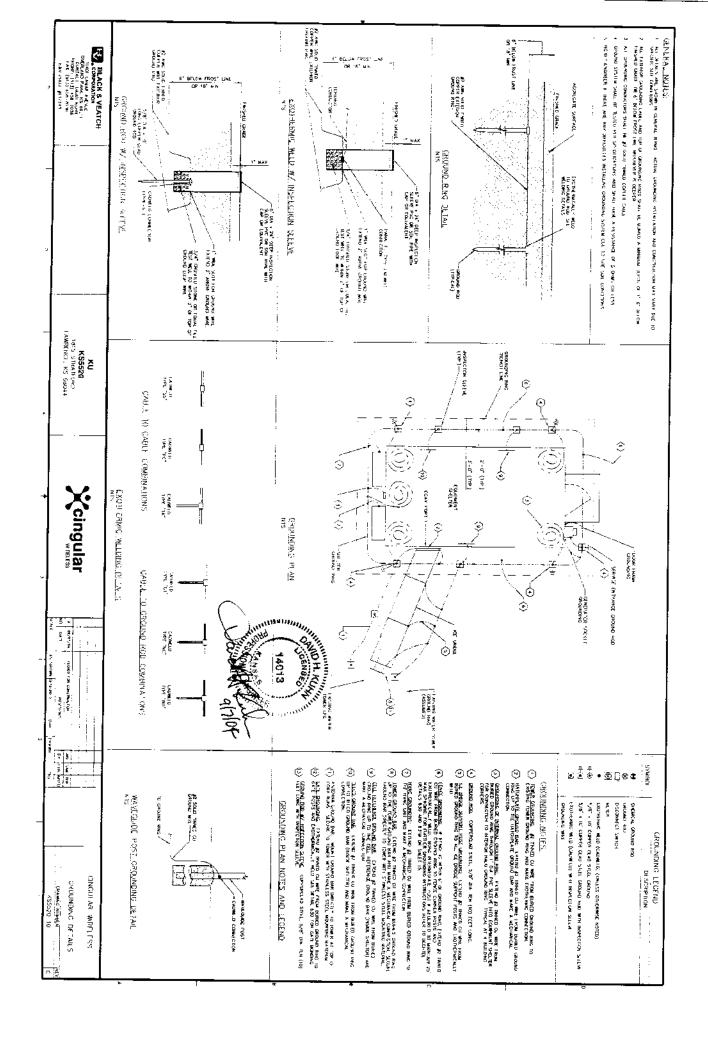


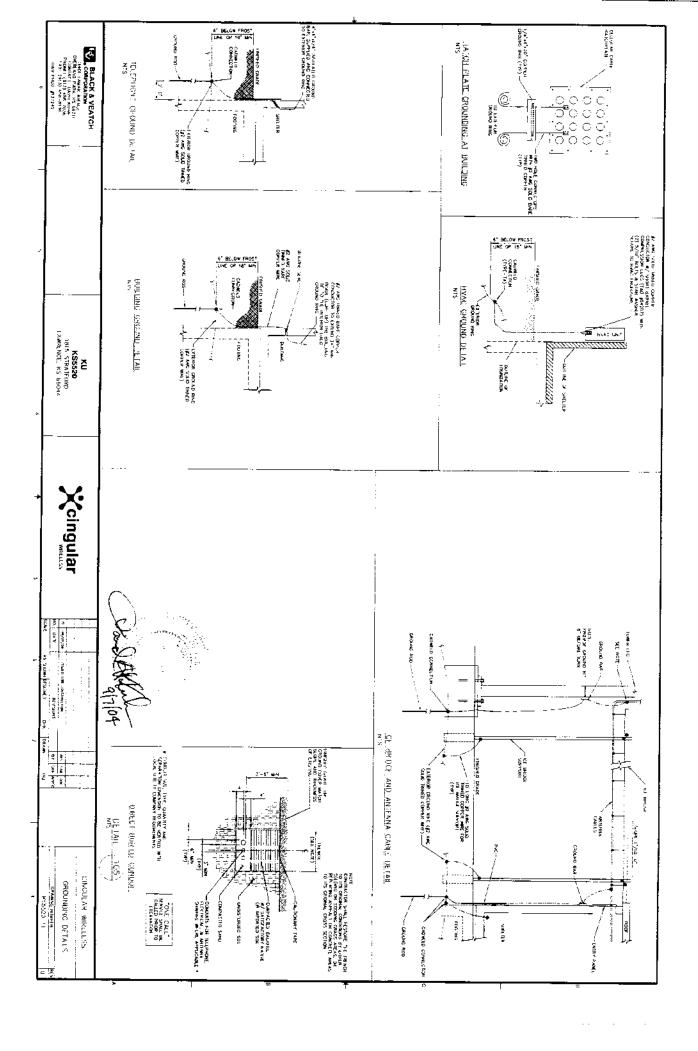


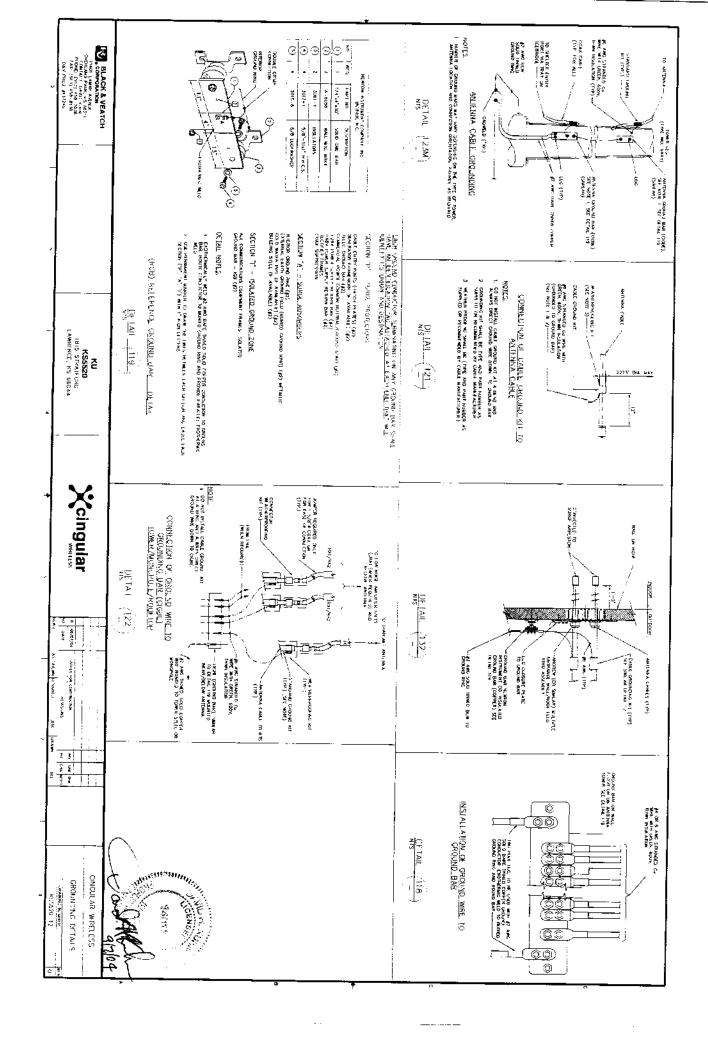
BLACK & VEATCH INCOLORANGE AND	0): [A4] (630) N45	A INTERPACTURAL CONCEPT ON THE CONTROL DIMENSION INC. ***ETALLATION OF CONCERT (CONSIGNATION OF CONSIGNATION OF CONCERT (CONSIGNATION OF CONSIGNATION OF CONSIGNATION OF CONSIGNATION OF CONCERT (CONSIGNATION OF CONSIGNATION OF CONSIGNATI	AND BOTH OF THE STANDARD STATE AND BOTH STANDARD	NOT SHAPE WAS SHAPE AND THE WAS SHAPE OF THE STATE OF THE	BY ACK INCOME. BY A WARREN WAS A WARRANT OF A WARREN WAR WITH THE WARREN WARRANT WARRANT OF THE WAY AND THE WAY AN	STRUCTURAL STOP ACKS.	DETAIL (619)	LIMBIG CONSTRUCTOR . TRESSON COMPRO, MESCURES, IF ACQUIRED LIMBIG CONSTRUCTOR . SHALL SHE IN CORRESSIONAL WITH THE LOCAL UNDITINES FOR ENDROW AND STEELING CONTROL.	AND THE STATE OF T	III, THE SUB-GRACE SHALL BE COMPACTED AND BROWGHT TO A SMOOTH DEFENDED CAPE CAPE LICENSES.	THE STATE OF		COMES CHIQUES 6. SUBCOMMISCIAL DIALI MANAZE DISTUABANCE TO EXISTRIC STELLIMANTE DISTUABANCE TO EXISTRIC STELLIMANTE DISTUABANCE.	AT DEADS AND ALL ANYWOOD OF CONTRACT, DWALL AND ALL ANY DECOMINANT ANY DEADS AND ALL ANY INDEPENDE AND ALL AND ALL ANY AND ALL AND ALL ANY AND ALL AND	4 In MCCCOMMERC RELIEF STRUCK, DEBINS, SHOCK, STORING AND CHARLES. ALL LIVER SHALL BE MAJORED SHOWN IN SECULOR OF THE ANGLE SHALL BE STRUCK. BLOCKED OF THE ANGLE SHALL BE STRUCK. BLOCKED AND CHARLES. AND THE STRUCK BEHAVIOR SHALL BE STRUCKED AND CHARLES. AND THE STRUCK BEHAVIOR SHALL BE STRUCKED. SHALL BE AND CHARLES. A PROPERTY OF THE STRUCK BEHAVIOR SHALL BE STRUCKED. A PROPERTY OF THE STRUCK BEHAVIOR SHALL BE STRUCKED. A PROPERTY OF THE STRUCK BEHAVIOR SHALL BE STRUCKED. A PROPERTY OF THE STRUCK BEHAVIOR SHALL BE STRUCKED. A PROPERTY OF THE STRUCK BEHAVIOR SHALL BE STRUCKED. A PROPERTY OF THE STRUCK BEHAVIOR SHALL BE STRUCK BE STRU	I ALL SIE WORK SHALL BE AN INDICATED DIF THE DRAWINGS AND PROJECT SPECIFICATIONS.	THE STANSING PROPERTY OF THE STANSING ASSESSMENT OF THE STANSING PROPERTY OF THE STANSING PROPER	2. ALL LOUSING ACTIVE SCHEE, WATER, CASS FLUCTURE, AND CHARL LITERATES AND ARREST CONTINUES OF THE ARRAY SHAPE, WATER AREA CONTINUES OF THE ARRAY SHAPE, AND ARREST CONTINUES OF THE AREA CONTINUES OF	10 the Start of Construction of the common structs from
KU KS5520 1815 STRATICHED AMPLICAL AS GEDAA									#15 All.— (192)		INTERIOR CONTROLLE AND THE CON	5. A CHAMPER MAY SHALL BE PROMOTO AT ALL FEPOXED EDGES OF COMORTE, LING, IN ACLADIDACE MAY AND INSTEAD OF COMMERCE FEBOARDS OF THE PROMOTOR FEBOARDS OF THE PROMOTOR FEBOARDS OF THE PROMOTOR FEBOARDS OF THE PROMOTOR FEB	Stational and Stationary 3/4 III	CAST JOANS, THE CHOIND TO FAIGHT ON ME ATMENT ON NOT	COMMONET EXPORTED TO JUNETUS AND	4 HE PULLOWING INHIBUTE CONSTRUCTION SHALL BE PROVIDED FOR REINFLINGS SILES UNITED SHOWED CONTRACTOR CONSTRUCTION SHALL BE PROVIDED FOR REINFLINGS SILES	A HANGROOM SHEET SHALL COMESHA OF ASIES AND BE CLASS AT AND ALL MODERN AND DESCRIPTION OF SHEET SHALL CHASHA SHEET	COMPRETE A 1975 AND THE TREATMENT OF STREET, THE PROPERTY OF CAST THE TREATMENT OF CAST	I. ALL CONDESS WORK CAPALLUS IN ALCOHOMING WITH THE AC SON, AU 518, AC 355, ACRE
Cingular Optional action of the process Optional action Opt				DETAIL (623)	COMPACTOR SENIORS (ON EXPERIMENTAL OF CHARLES ON SITY)	13 STREAM TO THE SHAFT OF THE SHAFT SHEET STREAM SHAFT SHAFT SHIP SHAFT SHEET SHAFT	1) SURVAMENTURE STAND, LANGUE AND TROUBLES STANDE OF ALL SEASO MATERIALS SEALS AS LECTURE AND THE PHART THE ANALYSIS OF AN INC. AND AN INC. AND ANALYSIS OF ANALYSIS AND ANALYSIS OF A PROPERTY DESCRIPTION OF THE ANALYSIS AND ANALYSIS OF A PROPERTY DESCRIPTION OF THE ANALYSIS AND ANALYSIS OF A PROPERTY DESCRIPTION OF THE ANALYSIS AND ANALYSIS OF A PROPERTY DESCRIPTION OF THE ANALYSIS AND ANA	(ii) Subsolibra for usus, photical absent minod artes, pantaphy, quints, tantiquenta and sociatoris, and research other select the resource of functional artists. In the control of the darker in the comment.	SMECHINACTOR AND EXPORE AN ATTEMATIC ACCIONAL POPE AND TO ARREST AND THE COMPACTOR SMECHINACTOR WALL REVIEWS AT THE THORNER AND THE PROPER AND THE COMPACTOR SMECHINACTOR WALL REVIEWS AND ALL REVIEWS AND ALL REVIEWS AND THE COMPACTOR SMECHINACTOR WALL REVIEWS AND ALL REVIEWS AND ALL REVIEWS AND THE COMPACTOR AND TH	I SE DE SECONO CONTRACTO CONTRACTO DE DESCRIÇÃO AS SOUME ON RECORDANCE, DEL B. E. DE SECONO CONTRACTO DE DESCRIÇÃO DE SECONO DE LA TRACTO O ORDENSO. DE B. E. DE SECONO CONTRACTO DE DESCRIÇÃO DE SECONO DE LA CONTRACTO DE DESCRIÇÃO DE B. E. DE SECONO CONTRACTO DE DESCRIÇÃO DE LA CONTRACTOR DEL CONTRACTOR DE LA	THE CLET SUPPLIES WHEN HE DE PROCNET BEATTHES DATA MAL HE SUPPLIED FOR THE	PRIMARY S. AND LIBOR NECESSARY TO COMPLIE ALL INSTALLATIONS AS MOICHTEO ON THE	A DRAWANC PROVIDED HER ARE NOT TO SCALE AND ARE INCLINED TO SHOW OUTLINE ONLY.	SACENTIFIED OF SECURITY STANDARD STORM THE RESIDENCE THE THREE WEST THE SECURITY OF THE SECURI	COSES, MOLALIDAS, ANE CARMANDES AUTOMACIOS TALLI ISSAE, ALL ARROSONATE MOTOES AND COMPTY AND ALL LANGUE MOMENCES. MOLES REQUIATIONS, AND LANGUE ORDINATE MOTOES AND AUTOMACI PLANGUES OF THE MEDIAN OF THE MEDIAN CONTRACT OF THE MED	THE ATTRIBUTED AND INSTALLED SAME IS IN CIRCL ACCIDENTAL WITH ALL ADDRESS.	The Chapter at the small production of the Chapter and the Chapter and the Chapter at the Chapte	CONTRACTOR - BICATEL CONTRACTOR - CONTRACTOR (CONVENIENTER) (MRAN CONVENIENT CONTRACTOR CRA - Incluse Convenient Convenienter CRA - Incluse Convenienter CRA - Inclus	I FOR THE PURPOSE OF CONSTRUCTION CHANNING. THE FIG. COMMO DELINATIONS SHOWS WITH A
CINCLLAR WIRELESS CONSTRUCTION NOTES	14013	ABBREYATIONS & SYMBOLS (12M)	FINE CONTRACTOR CONTRACTOR		THE STATE OF THE S			A A A A	(\$/\$) soon deduce on seve		THE STREET	LIBER TO BE CENTRALLED			OCC ON CONTON INTER NOTE OF SCHOOL INTERNATION INTERNATION OF SCHOOL INTERNATION OF SCH	CAN CREATED CHECKING (HA_O)	TOWN ANTENA DELIVER BY		

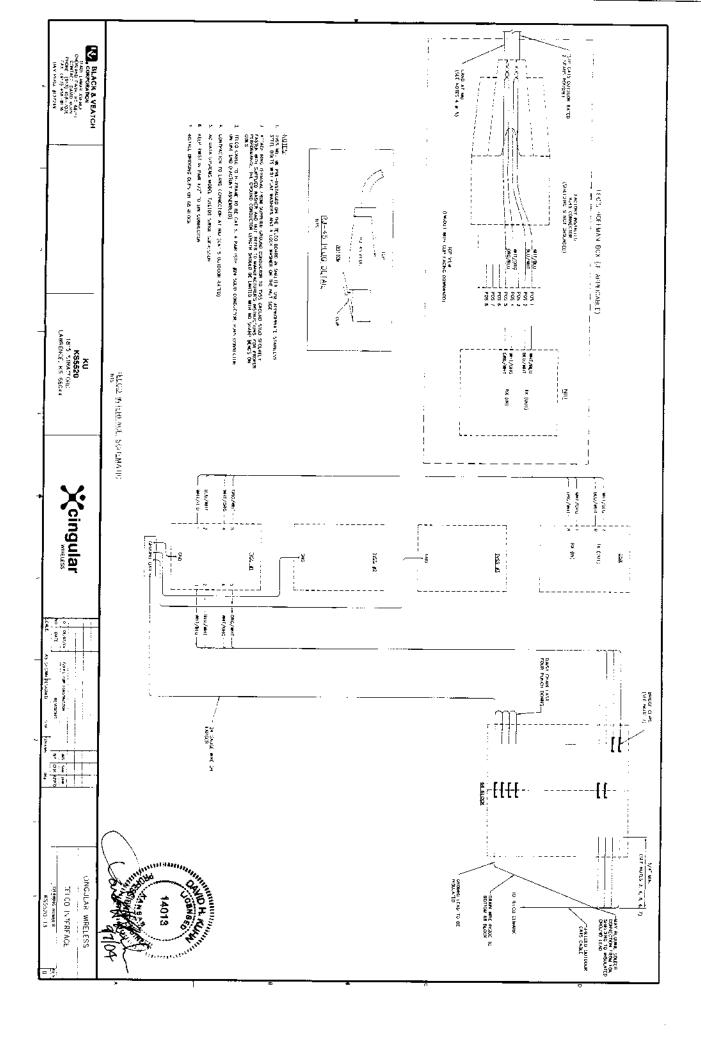
17 SALVANZED STEEL INTERMEDIATE METALLIC COMPOUT (NIC) SHALL BE USED FOR OUTDOOK LOCATIONS ABOVE (MALE.) IN LIGHT HEART HEART WEIGHT COMBUT HOUSE THE FLESS SHALL SELVED INSCORS AND COLUMNIES, ARREST WEIGHT COLUMN OF HITCHILTS IN REPORT THE MEMORPHICAL COMMUNICATION OF THE PROPERTY OF THE MEMORPHICAL THE RESERVE OF THE AND THE PROPERTY OF THE PR SE ELECTRICAL METALLIC TERMO (THT), CLECTRICAL HOMMETALLIC TERMO (THT), OR INGO HOMETALLIC CONDUCT (RICA) PAC, SCHICOLET, AD) SHALL ME USED FOR CONCEALLY HOUSEN LOCATIONS IS CLUBERA, WENTER BOAKS (EVE) OR ROBE MONOCHALD COMPART (LL. MICH EVE MILLIONE 43, MENUE PRE, MENUE PRE M 14 BACHWAY AND CARLE TRAY SHALL BE USED BY LAMICED FOR ELECTRICAL USE IN ACCORDING MIT MINA, NO. ANNALLE, AND MEC. OTH FOR AN ELVEN DIRECTORS (MODEL AND ELECTRONS THE THEORY OF THE STANDARD SHIDN WOLLYNDSIN NO BEST CARRYLES, 3000 N., JAND JOSE MANY SHATLAR I. STILD FREE ARELICO LORE LILLOTHICAL LITTLE N CONTROL WAS THE WAS SHALL OF THAT TO BE COMPRESSION THAT AND ASSESSED FOR THE SUPPLINATION (MEMBALMI LINGUMED MERIOD LECKTED MEXICAS SMALL SK SINGLE CHALLECON (JW AND ON LANGLIN, EGO V. ON RESISTING TOAK OF THEM 2 GEFEN MEM AND CLOSES IN SIMMORED CHAPTER AND THAT ON P. (AF THE MEM PLAY) LINGUARMY, IN THE ORY LANGLED THAT HIS CONTINUOUS OF AND SMALL STATE AND LINES OF THE ACCOMPANY WITH MENA OF AND JUST, AND NEC. WHENAVY OF HOMES AND SCHEEGE CONCENTRATE AND WINDOWS SHALL SELECTED FOR STREAMS AND WINDOWS SHALL SELECTED FOR STREAMS. ALL PICHTH AND GRICKHING CIDENECTIONS SHALL BE CRIMP STYLL CONVENDED WHAT LIVES AND POMER, CAMERE, AND COMPREHEN CHECAPO MERRICIN IN TURNIO DEI COMBUTE SULLE, DE SANGE COMPANIO (ANT AND SE LOUTE DO TO (CELT AND AND SE SANGE), CONSO E SIMBILIARI FORMAR CARLE CANTE PER DO TO (CELT AND AND SE SANGE), CONSO E SIMBILIARI FORMAR AND INDUMANY SYSTEM MISSE, CANESS PROFEREZ, ANDRIGO COMBUTE SULLE DE SANGE LOCANOM AND INDUMANY SYSTEM MISSE, CANESS PROFEREZ, ANDRIGO COMBUTE SULLE DE SANGE ALL ELECTRICAL COMPORTERTS SHALL BE SELVEN, LARKED WHILL HEAVED, DANNESS BE L'EVALUABLE MEL COMPORTATION, PORTE DE ALACET PARTIE, MEL COMPORTATION, PORTE DE ALACET PARTIE, PORTE DES LARGES DE L'EVALUABLE MEL COMPORTATION, PORTE DE ALACET PARTIE DE SELVEN DE L'EVALUABLE DE L'E CAULTS SHALL NOT BE HOUTED THROUGH LACEDA-STELL CARE THAY HUNGS STADE ASPRES ANOTHER OF DRUG CHAINES IN THORSE HAVE THE TIMES SAFANE AT IN PANCHAGANDS (O MUMBERS) AND INTERVAL SINCULT MELANDES (ORIGINT O HOMBING), SINCULTO CARRET LABELED WITH LINGUANTS LABANCOO PLASTIC LABELED. The state of each power some part conductor (i.e., and), decorated and it consists and call lower or limits who is seen call the major of the consists and call lower or limits and a horizon of consists of the set of the major of the set of t ALL ELECTRICAL WARR SHALL BE PERSONED IN ACCORDANCE WITH THE FRODER STATEMENT AND APPLICANCE CHARLOUNG ACCORDANCE SHALL BE SHALL BE SHALL BELLEN SHE CHARLOUNG SHIPMENT AND ACCORDANCE AND ADDRESS OF ACCORDANCE AND ADDRESS OF ACCORDANCE AND ADDRESS OF ACCORDANCE AND ADDRESS AC BLACK & VEATCH at the conditional \mathcal{C} and the second and the second condition as required by the second seconds. WEING, PACCHAY AND SUPPORT HE BROCK AND MAILTHAIS FAMIL COMPLY METH FIG. PLOUBERGINGS OF THE NEC AND ELECTRIA THOU LANGE AVENUE OWEN AND VARIE SHALL CONTRACT UNITED THOSE PROPERTY (STATE AND ALLESS K\$5520 1805 STRAIFURD LAWRENCE, KS 66644 BY HOMELHITE MEDELINOSE SMICH AND DEDUCES ON METHOD FOR DATE OF THE DATE OF STATE OF THE DATE OF SMICH AND DEDUCES SHALL HELL DIRECTED HIMA OF 3. DATE 26. INSTALL PLASTIC LABEL ON THE METER CENTER TO SHOW "CHICALIAN MINISTERS" POSITION 26. THE STRUCTURE MALE WITH A WID DRIVEN BY STAFF ADDITIONAL AND DESCRIPTION OF A DRIVEN CHARGES OF THE ACT POWER DISTRIBUTION PARKETS. 24. HE HE RELEPHALE, SHALL HAT CAR EXCLIDE HE SHALL HE SHEWHITH, PHIST-CHARLE, LH-SHE-CHARGING, SHALL HET CAR EXCLIDE HE SHA JAD HEMA (O. L. JAD HERD) HEMA I KAR DETTHE BETTER NEDGAS, OR METABER PROTECTED (MP. CR. BETTER) DUTINGUES. 21 COMPOSITY CHANCES, REMINAL DODGS, JANCERO DODGS, AND PART BOSSON SHALL BE DAN MANAGED CHE FOR PRODUCCURATED SHEET STREET, SHALL WELT OF EXCELLE US, AND LAFTER MAINE 1 (OR HEITHR) PURSONS OF MANA SER (OR RECTURE) DUTINOSES. CINCAL INSTALLATION POLES (CONT) THE ADDOMINATION OF THE PROPERTY INCOMES AND THE DEPARTMENT OF THE SALES AND SHOULDED THE ADDITIONAL THE SALES AND SHOULDED TO SALES AND ADDITIONAL THE SALES AND SHOULDED TO SALES AND SALES AND SHOULDED TO SALES AND DI IMI 622M) Xcingular 1. rs MAINTEN ON CONTRA 19 SHAPE CONDUCTORS WITH THE WITH CHANNEL CHANNEL CONTROL OF SHAPE CHANNEL CHA IN BOND ALL METALLE CONCETS WITHIN & FF OF MAN GROUND WHILS WITH 1-82 AND THE PLATED COPPER CHOUNTS WITHIN & FF OF MAN GROUND WHILS WITH 1-82 AND THE RELIGIOUS CHARGED CONFICENCIES SHALL BE CHARG WITH A COMPAGNIC PRESSTANT IS APPRIND AND CADAR CONDICT (I.C. COMMETAN BY CA PAST) SAME OF USED ON ALL COMPRESSION AND BOILED (BROWN) CONNECTANS THE PROPERTY OF THE PROPERTY O 13. CHEST SHARE HAVING CREEPINGS MAY HE REPLAYED BY EXPERIMENT WEST AND AREA OF EXPERIMENT. $\mathcal{U}_{\mathcal{A}}$ is distant convenience when evals (in Figure & February Share of February Spectrum) and the second spectrum of the second WITH 43, BOIDS CAN BY ME MOUTCHON SIGNAMENT CHICALICAN WITH BE MADDED AND THE BOLD CHICALICAN SIGNAMENT CHICALICAN SIGNAMENT OF THE WOOLE CHIC ON THE PER BOARDBOOM OF THE DEPOYOR BY THEIR SENDENCE OF SHARE SENDENCE OF SHARE SHARE SENDENCE OF THE OF THE SENDENCE OF SHARE SHARE SHARES. IT. EXCEPTIONS METERS REPORTED TAKEN AND WELL OF CHAPTER OF THE CH The segocharation is regarded from Preheat and lake of columber of deciding conditional formula. The segocharation of paradition of the removal and lake of columbers. SHON SHIONGROUND OTHER ALUMPANA CONJUCTOR OF CORPER CLAD STELL CONDUCTOR SHALL NOT BE USED FOR SPOUNDING CONFIGUROUS COMPTE OR CHECK TOWN TOWN THE CRUSHING COMPTE OR THE WASTER GROUND BAN CHAPTER THE WESTER TOWN THE CRUSHING CONTROL OF THE CENTROL OF COMPTE OR CHECK TOWN THE OWN THE CRUSHING CONTROL OF THE CRUSH OF INC. SUBCOMMENCEOR SHALL PURHAMMENT FALL, OF POTENTIAL RESULTING TO CANTINE PROPERTY TO BE AND THE LEVEL OF POTENTIAL RESULTING THE SIGNAL OF SHALL PURHASIN AND REAL AND THE LEVEL OF SHALL PROPERTY AND RESULT SHALL SHALL PROPERTY. AND REAL PROPERTY OF STORAGE OF REAL. SHOULD HIND, SHOLL HE AS AND SOLICI THINED COPPER LINCESS DEFERMENT AND THE MALEKETHOSE GROUND HARS AND THE CONNECTIONS OF THE DROWN SHALL NOT BE CONNECTIONS ON THE PRINTINGS OF THE CHOCKED BY THE CONNECTIONS OF THE CHOCKED BY THE CHOCKED BY THE CHOCKED BY THE CONNECTIONS OF THE CHOCKED BY THE CH AL THOMBO FITCHMAK SUPILIA (ARTHUME LETETHMO CONCOUNTS A LEG BECOM GANGE DE LANGE CONCOUNTS AL LE BECOM GANGE DE LANGE CONCOUNTS AL LE BECOM GANGE DE LANGE CONCOUNTS AND ALL HOLL HOLL HOLL THOMBOUR CONTOURNES AND AND CONTOURNES AND ILLIA COMMAT AND "RAY SHALL BE GRAMMED BRIEFINDS COCKNETTE WITH WITH UPSED BOMERNO FITHINGS OR BY ROMBING ACROSS BY DOCKNETHATE WITH A AND CLAPKER MINE ULL APPROVAD CROMBING THAL CONDAT CLAMPS. 8 E DETA:) - - 621 CLECIKICAL NOTES & OFFARS CINCULAR WIRELESS PHANKS MINNER



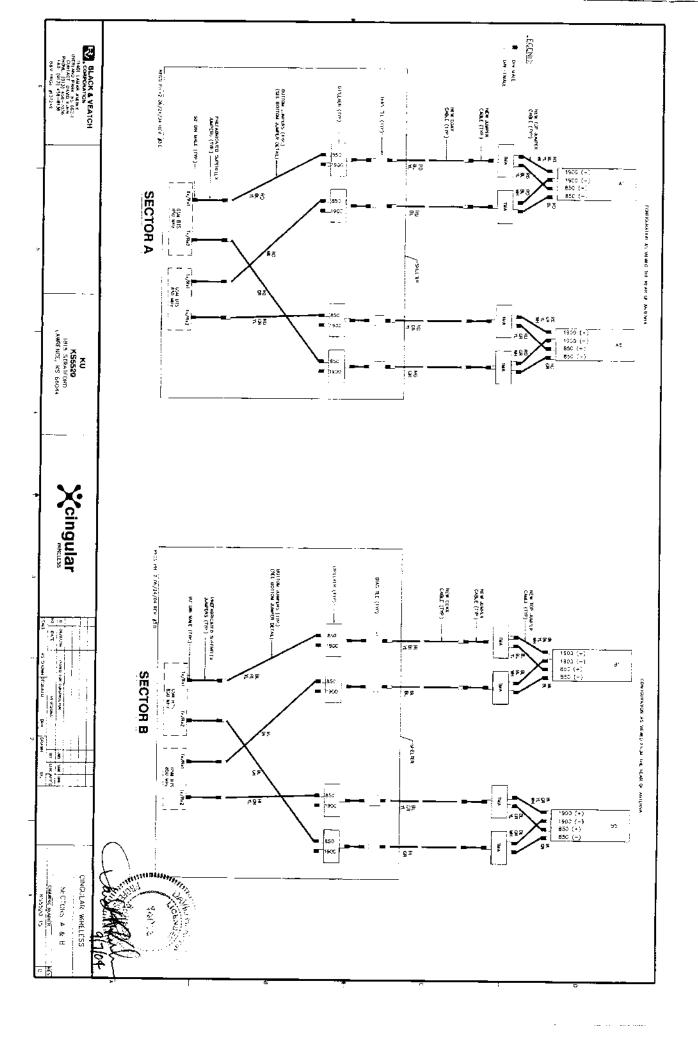


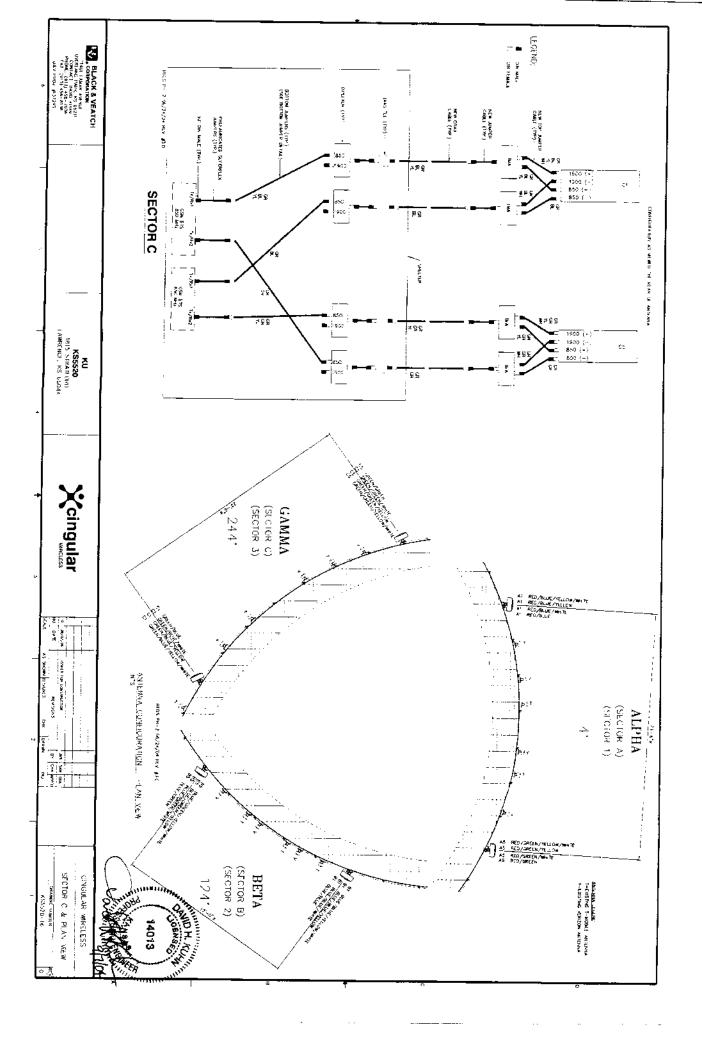


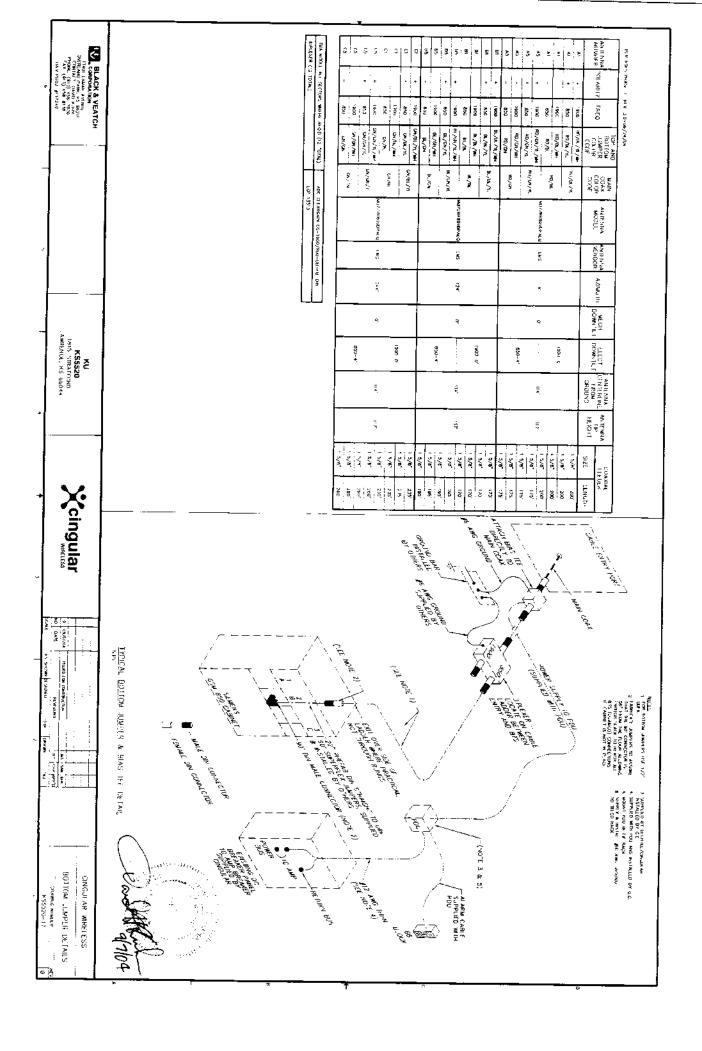




KU KS5520 1815 SIRATKONU LAMPERICU, KS 60034				2 6 2		25 M 25 S		E 25 75	E 4 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5			2 A 2 S		10 A; 09		3. √ €	· A -50	30 -)4 - 04	4 45-01	~ F.Q	1 71 00	THF(-) (5)
	NIS NIS	* HENCIES RECITE PUNCTIONN RESPONSELTE	\		U TOOROUT IN	LINA FAIL	. (-48) -0:01 Minute	(-48) RECT MAJOR	(48) RECT CRITICAL	BUNIN 144	PP MAJOR	OP FIRST ALARM	HIGH IT MP	HEAT/SMOKE DUTCOT	J'NE SYS TROUDLE	L_L	AMS 20G FICH LEW	TWR DEACON FAIL	TWR PCS REPOHING	EMERCENCY CALL	NJ40 ACC	
Xcingular where	A 81.00K	VEN YEROMOTISA VEN YEROMOTISA	\ \ \ \	24 W C/ COMPONENT		22 41-45 GENERATOR FAIL	* * * * * * * * * * * * * * * * * * *	TWINN THE STATE OF	F HONN MAN TO IN IN IN	IN AL M M/M WINGS 3	ž G	THE ALCOHOLD W/W MINOR 2		HOVEW M/M WE'RE	- 1 ···	WOLDSDOUGH IN THE PROPERTY OF	6 M - 29 (-46) NCCI MINOR	¬		3 AT-23 IBHARNAISA	1 AL 24 SUBUL ARM SICK	POS ALARM & COLOR 7
BO D. OF THE CAMBRA AND THE CAMBRA A			j	\	IG FAIL		NT-H	İ]		- 1		MIN OR	MAJOR	CRITICAL		SICK	* Y
1																						







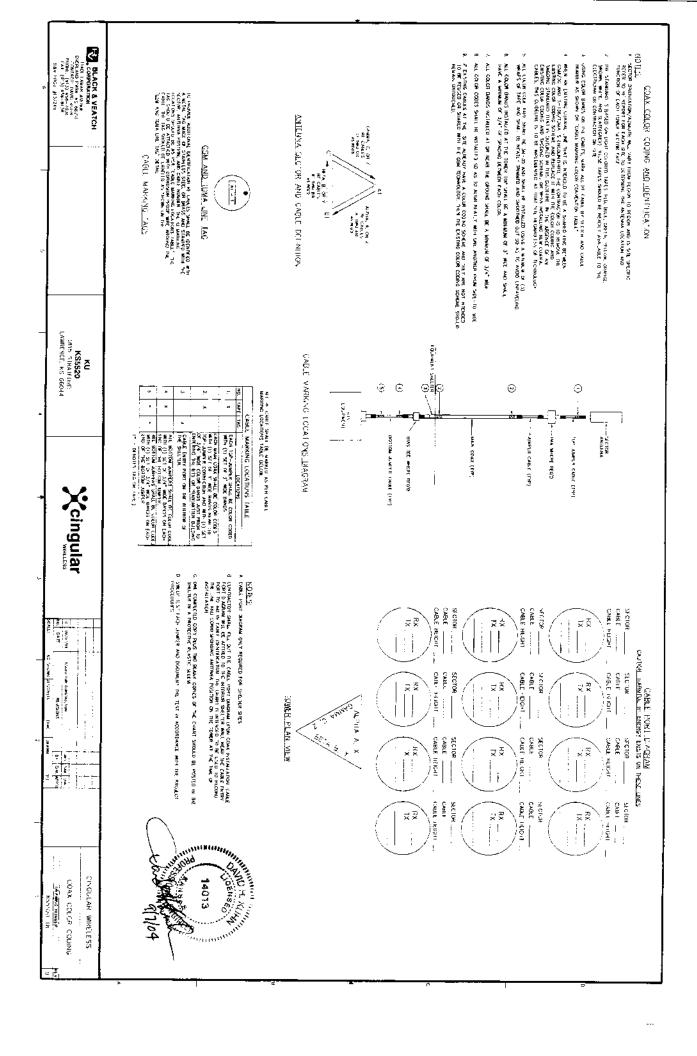


EXHIBIT C

Escrow Agreement

This Escrow Agreement is entered into this day of, 2004 by and between the CITY OF LAWRENCE, KAN and SOUTHWESTERN BELL WIRELESS, LLC, as general Kansas City SMSA Limited Partnership d/b/a Cin ("Cingular Wireless"), its successors and assigns, and provides for the control of t	NSAS (the "City"), partner of the
RECITALS:	
1. The City is granting and leasing certain Property to Cingula installation, maintenance, and operation of a Communications to the Site Agreement between the City and Cingular Wireless d ("the Site Agreement");	Facility nursuant

- 2. Under the terms of the Site Agreement, Cingular 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 Cingular Wireless express written consent to leave any such personal property and trade fixtures;
- 3. Under the terms of the Site Agreement, Cingular Wireless agrees to make a payment to the City to be held until such time as Cingular 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 CINGULAR WIRELESS COMMUNICATIONS FACILITY REMOVAL ACCOUNT (the "Cingular Wireless Account").
- 2. **Deposit to Account.** Concurrently with the execution and delivery of this Agreement, and pursuant to the provisions of the Site Agreement, Cingular Wireless herewith deposits with the City, and the City acknowledges receipt and deposit into the Cingular Wireless Account, an interest-bearing account, the sum of Five Thousand and No/100 Dollars (\$5,000.00) (the "Escrow Funds)
- 3. **Creation of Lien and Application of Escrow Funds.** Cingular Wireless is hereby given an express lien on and security interest in the Account, and all earnings thereon, until used and applied or returned in accordance with this Agreement. The principal and earnings on the 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 Cingular 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 Cingular Wireless within the period specified in the Site Agreement or by the City following said period, any sums remaining in the Cingular Wireless Account shall be returned to Cingular Wireless.

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

Cingular Wireless 6100 Atlantic Boulevard Norcross, GA 30071 Attention: Network Real Estate

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

8. 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: (FOR EXHIBIT ONLY)	
Mike Wildgen, City Manager	
Date:	
City Hall	· · ·
P.O. Box 708	
Lawrence, Kansas 66044	

SOUTHWESTERN BELL WIRELESS, LLC, as general partner of the Kansas City SMSA Limited Partnership, d/b/a Cingular Wireless

By:_(FOR EXHIBIT ONLY)
Doug Pelletier, Construction and Real Estate Manager - KS/MO
Date:
Southwestern Bell Wireless, LLC
d/b/a Cingular Wireless
6100 Atlantic Boulevard
Norcross, GA 30071
Attention: Network Real Estate