

Site Name: City of Lawrence, Kansas - Stratford Water Tower

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

Rec'd. 5-26-05
Pymt. is sent in monthly
to Ed. They are not set
up in M.R.

THIS FIRST AMENDMENT TO AGREEMENT TO LEASE OF CITY OF LAWRENCE, KANSAS PROPERTY ("Amendment") is made this 9th day of May, 2006 ("Amendment Effective Date"), by and between the City of Lawrence, Kansas, a Municipal Corporation ("City"), and T-Mobile Central LLC, a Delaware limited liability company, as successor in interest to VoiceStream Kansas City, Inc., f/k/a APT Kansas City, Inc. ("Tenant").

WITNESSETH:

WHEREAS, City and Tenant are parties to an Agreement for the Lease of City of Lawrence, Kansas Property dated June 13, 1997 (collectively, the "Agreement"), the terms of which are incorporated herein by reference, whereby Tenant leases from City certain space on the Property located at 1815 Stratford Road, Lawrence, Kansas, and commonly known as the Stratford Water Tower, which is more particularly described in the Agreement, upon which Tenant owns, operates and maintains a telecommunications facility; and

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

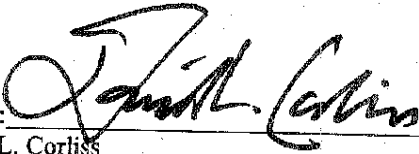
NOW THEREFORE, for and in consideration of the agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, the undersigned, agreeing to be legally bound, covenant and agree as follows:

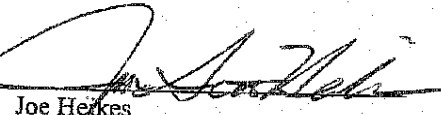
1. **Amended Agreement Terms.** Incorporated herein are certain supplemental Agreement terms which are more fully set forth in the Rider(s) A and B attached to and forming a part of this Amendment. Except as may be expressly modified by Rider(s), the terms and conditions contained in the Agreement shall remain unchanged and shall be deemed to continue in full force and effect for so long as the Agreement is in effect.
2. **Capitalized Terms.** Capitalized terms not otherwise defined herein shall have the meanings set forth in the Agreement.
3. **Control.** If there is any inconsistency between the terms of the Agreement 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:
T-Mobile Central LLC,
a Delaware limited liability company

Signed: 
David L. Corliss
Interim City Manager

Signed: 
Joe Herkes
Director, Engineering and Operations

Rider(s) Attached: A and B.

City's Initials: 
Tenant's Initials: _____

RIDER A: DESCRIPTION OF ADDITIONAL EQUIPMENT

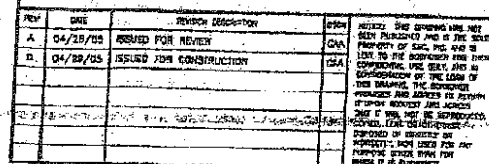
Paragraph 3 of the Agreement is modified by including the following additional equipment as part of Tenant's permitted equipment installed on the leased portion of the Property:

Installation of a generator and automatic transfer switch set on a concrete pad conforming to the specifications of the attached drawing. [INSERT APPROVED ENGINEERING DRAWING.]

City's Initials:

Tenant's Initials:





1 GAS METER LOCATION IS APPROXIMATE. CONTRACTOR SHALL BE RESPONSIBLE FOR TERMINATING THE METER RISER WITHIN A 10FT RADIUS OF THE INDICATED LOCATION. COORDINATE WITH GAS COMPANY FOR EXACT LOCATION.

T-Mobile
USA, INC.

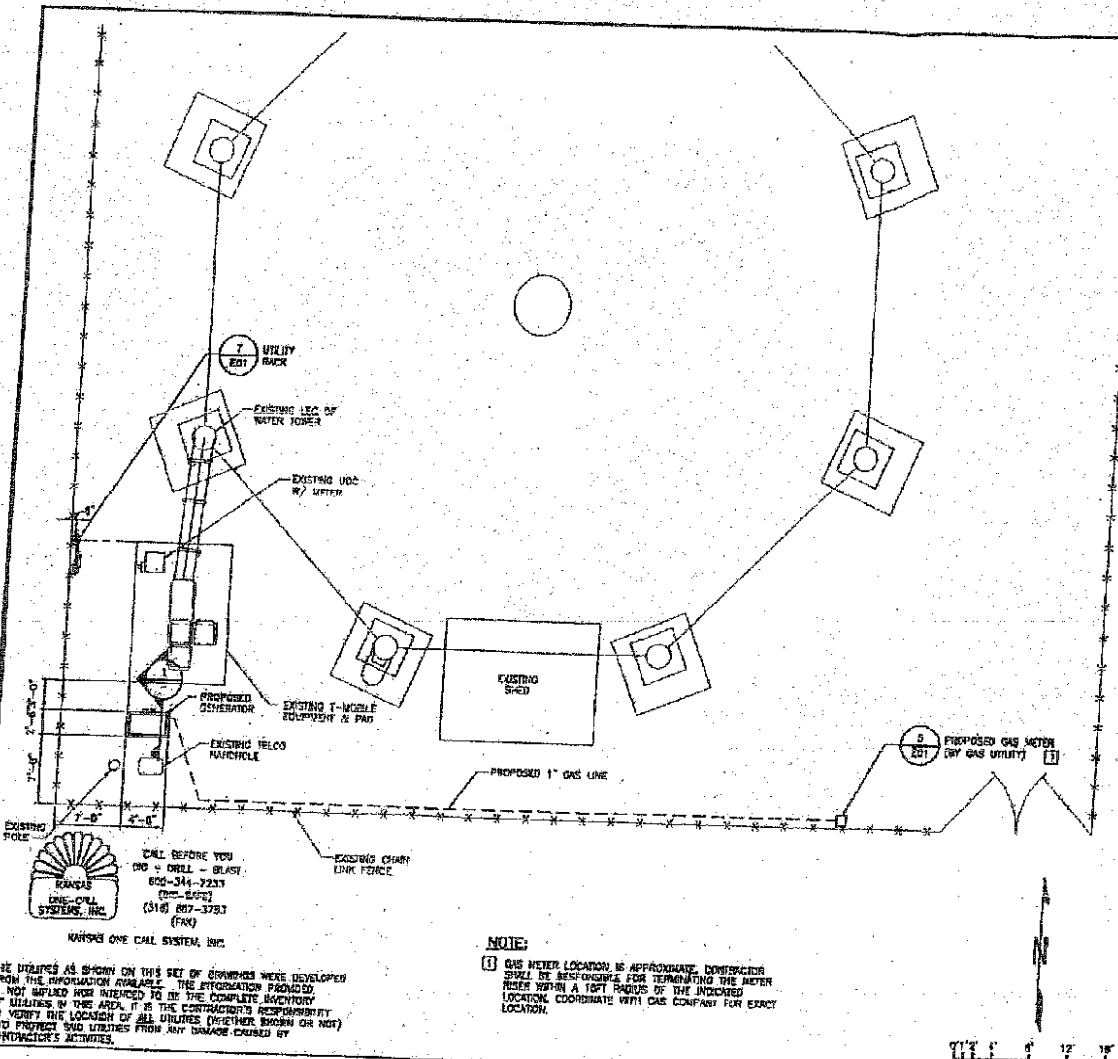


8557 W. 110th Street, Suite 300
Overland Park, Kansas 66210
Phone: 913-435-7700
Fax: 913-435-7777

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Exhibit to Elder A
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Exhibit to Rider A
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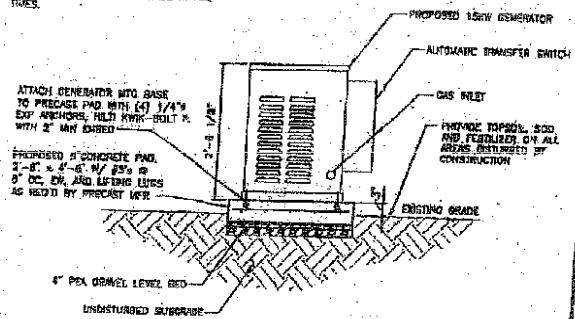


GENERAL NOTES:

1. GENERATOR AND AUTOMATIC TRANSFER SWITCH SHALL BE FURNISHED BY T-MOBILE.
2. CONTRACTOR SHALL PICK UP AND DELIVER GENERATOR AND AUTOMATIC TRANSFER SWITCH FROM T-MOBILE'S WAREHOUSE.
3. CONTRACTOR SHALL SET GENERATOR ON FOUNDATION.

SLAB PLACEMENT NOTES:

1. MINIMUM SOIL BEARING CAPACITY OF 2,500 PSF IN ALL SUB AREAS. ANY SOFT AREAS IN SUBGRADE SHALL BE RECOMPACTED (BY HAND).
2. THE CONTRACTOR SHALL KEEP THE SITE SO IT WILL HAVE POSITIVE DRAINAGE AT ALL TIMES.



SECTION

REINFORCING STEEL:

1. ALL STEEL BARS SHALL BE GRADE 60 STEEL.
2. CLEAR COVERINGS FOR STEEL BARS AGAINST FORM SHALL BE 1-1/2\"
3. ALL STEEL BAR SPICES SHALL BE 35 TIMES BAR DIAMETER.
4. ALL CORNER AND INTERSECTIONS SHALL HAVE CORNER BARS (TOP AND BOTTOM) INSTALLED.
5. ALL WARS AND BARS SHALL BE SECURED PROPERLY BEFORE POURING CONCRETE.
6. REBAR SHALL BE 1/4\"

CONCRETE:

1. CONCRETE SHALL BE FC = 4,000 PSI.
2. EXPOSE THROUGH ALL EXPOSED CONCRETE EDGES.
3. MAXIMUM SLAB THICKNESS SHALL BE 4\"

Administrative Approval	
Case No. SP-03-26-00	Date: 4-17-08
Planner Initials: SLQ	# of Sheets: 1
CC/PS approved original on SP-03-26-00	
Released to Bldg. Inspection 4-22-08	

NOTE:

1. GAS METER LOCATION IS APPROXIMATE. CONSIDER SIZE OF RESTROOMS FOR LOCATING THE METER WITHIN A 10FT RADIUS OF THE INDICATED LOCATION. COORDINATE WITH GAS COMPANY FOR EXACT LOCATION.

SITE PLAN

REV	DATE	REVISION DESCRIPTION	BY
A	04/28/03	ISSUED FOR REVIEW	DAK
B	04/28/03	ISSUED FOR CONSTRUCTION	DAK



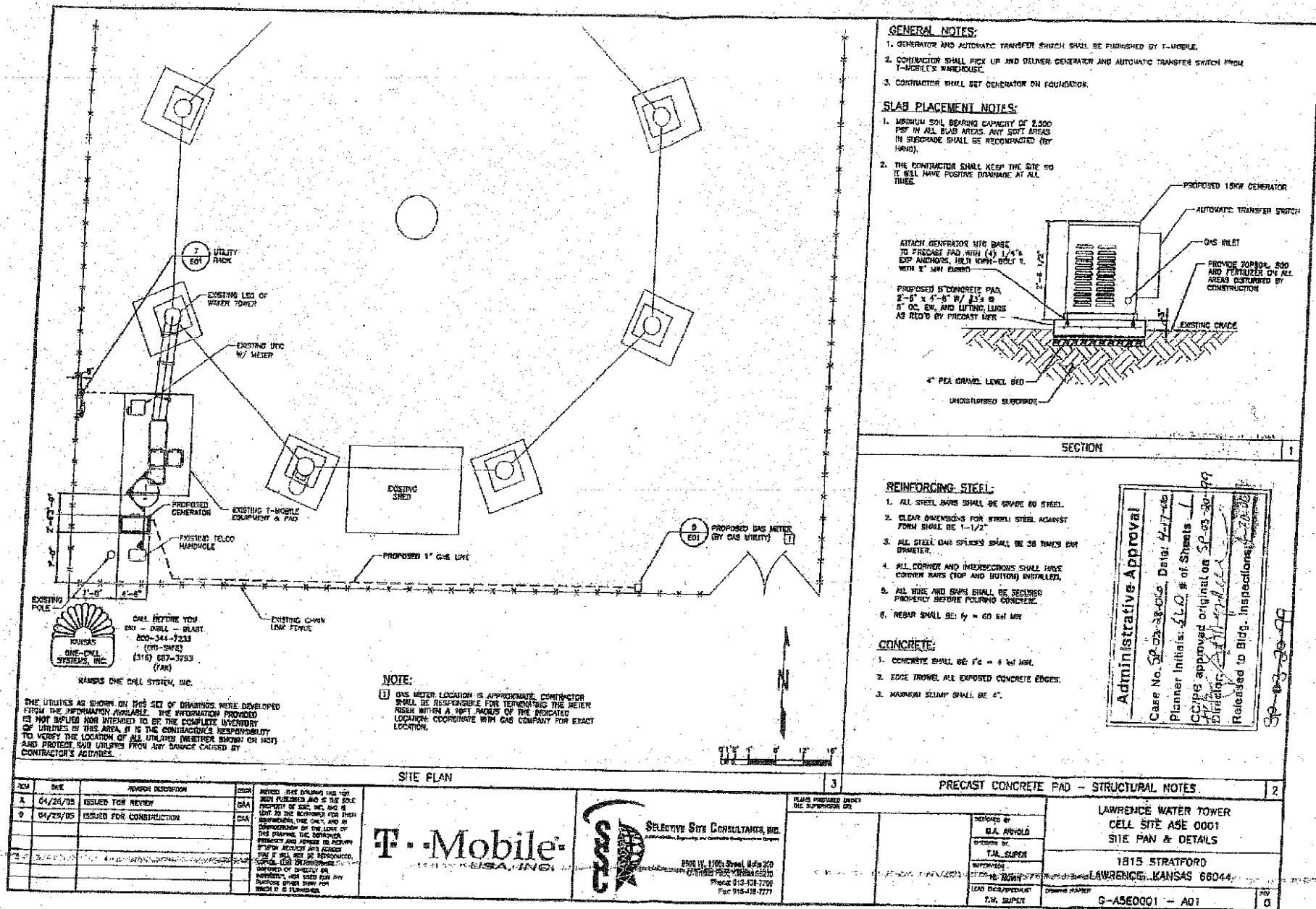
Selective Site Consultants, Inc.
1501 N. 11th Street, Suite 200
Olathe, Kansas 66061
Phone: 816-537-1111

PRECAST CONCRETE PAD - STRUCTURAL NOTES

LAWRENCE WATER TOWER
CELL SITE ASE 0001
SITE PLAN & DETAILS

1815 STRATFORD
LAWRENCE, KANSAS 66044

Exhibit to Rider A
11-0-0



FILE COPY

Exhibit to Rider A
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