

AMENDMENT TO TOWER LEASE AGREEMENT

THIS AMENDMENT TO TOWER LEASE AGREEMENT (hereinafter "Amendment") is made as of the ____ day of _____, 2012, by and between **SBA TOWERS II LLC**, a Florida limited liability company (hereinafter "Licensor"), and **SEDGWICK COUNTY EMERGENCY COMMUNICATIONS**, a Kansas governmental agency (hereinafter "Licensee").

WHEREAS, M and P Rentals Partnership and Licensee entered into a Tower Lease Agreement dated July 31, 1996 (the "Agreement") pursuant to which Licensee leases a portion of the tower site located at 23101 West 23rd Street, Goddard, KS 67052; and

WHEREAS, M and P Rentals Partnership and Wichita Towers, LLC, a Kansas limited liability company entered into an Assignment and Assumption of Leases dated August 5, 2005; and

WHEREAS, Wichita Towers, LLC and Licensor entered into an Assignment and Assumption of Ground Lease and a Bill of Sale and Assignment dated May 1, 2008; and

WHEREAS, Licensor and Licensee desire and intend to amend and supplement the Agreement as provided herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto covenant, agree and bind themselves to the following modifications to the Agreement:

1. **Subparagraphs A. and D. to Paragraph I.** of the Agreement are hereby deleted in their entirety and replaced with the following:

A. Antennas, dishes and coax lines to be placed on Licensor's tower in position designated by Licensor's engineer, all as more particularly described on Exhibit A attached hereto and made a part hereof.

D. Licensee to provide an equipment building (approximately 11.5' x 21'), a generator pad (approximately 6' x 10'), and a propane tank pad (approximately 10' x 19'), to be located on land adjacent to the tower.

2. **Paragraph VII** of the Agreement is hereby amended to increase Licensee's rent as follows:

The current monthly rent shall be increased by One Thousand Nine Hundred Fifty and No/100 Dollars (\$1,950.00) effective the date this Amendment is last executed by both parties, partial month to be prorated. Rent, including any and all rent increases, will be escalated in accordance with the Agreement.

3. **Paragraph X** of the Agreement is hereby amended to reflect Licensor's current notice and rental payment addresses and Licensee's current notice address as follows:

LICENSOR'S NOTICE ADDRESS:

SBA Towers II LLC
5900 Broken Sound Parkway N.W.
2nd Floor
Boca Raton, FL 33487-2797
Attn: Site Administration
RE: KS10843-A-02 / Goddard

PAYMENT ADDRESS:

SBA Towers II LLC
P. O. Box 933730
Atlanta, GA 31193-3730
Attn: Accounts Receivable
RE: KS10843-A-02 / Goddard

LICENSEE'S NOTICE ADDRESS:

Sedgwick County Emergency Communications
714 N Main Street
Wichita, KS 67203-3790

4. **Paragraph XI.** is deleted in its entirety and replaced with the following:

The current term of this agreement shall be extended through and expire on July 30, 2020. Licensee shall renew this Lease for three (3) additional five (5) year terms, and the Lease will automatically renew for such terms.

5. **Tower Enhancement.** Licensor and Licensee agree and acknowledge the tower requires modification and reinforcement prior to the installation of Licensee's Equipment. The cost of this modification will be a shared expense between Licensor and Licensee (75% to Licensor and 25% funded by Licensee's radio contractor Cassidian Communications). Licensee's portion of the shared costs shall be funded via a Purchase Order in the amount of \$22,405.00 issued to Licensor by Cassidian Communications. Installation of Licensee's equipment on the tower will be at the Licensee's sole cost and expense. All work on tower, foundation and installation of Licensee's Equipment will be performed in accordance with the structural analysis performed by Licensor or one of its affiliates or subsidiaries.

6. The Agreement is hereby amended to include the following additional terms and conditions:

Upon Licensee's installation of a temporary or permanent generator at the premises, (i) Licensor and Licensee acknowledge that Licensee must comply with all applicable laws and regulations concerning the installation, operation, maintenance and removal of Licensee's generator and/or back up power supply including but not limited to obtaining any and all necessary government approvals and permits and (ii) Licensee agrees to indemnify, defend and hold harmless Licensor for any and all costs, claims, administrative orders, causes of action, fines and penalties which arise out of Licensee's installation, operation, maintenance and removal of Licensee's generator and/or back up power supply used solely by Licensee, and (iii) Upon request of Licensor, Licensee agrees to provide Licensor with all relevant information concerning the Licensee's generator and/or back up power supply necessary for Licensor to comply with any reporting obligations for which Licensor, but not Licensee, is responsible as a result of statute or regulation.

7. **Public Safety Interference.** As of the Commencement Date, Licensor and Licensee are aware of the publication of FCC Final Rule, Private Land Mobile Services; 800 MHz Public Safety Interference Proceeding, *Federal Register*: November 22, 2004 (Volume 69, Number 224), Rules and Regulations, Page 67823-67853 ("**Final Rule**"). Claims of Interference made by or against users which are public safety entities shall be in compliance with the Final Rule as and when effective, or otherwise in accordance with FCC Rules and Regulations.

8. **Emergency Access to tower.** Licensor and Licensee acknowledge that the purpose of this License Agreement shall be to provide the necessary public safety and emergency wireless communications services to first responders and emergency personnel, including but not limited to, law enforcement, fire department, emergency medical services, etc. In the event of emergency, whether declared by the Licensee or the State of Kansas under the authority vested by the Emergency Preparedness For Disasters Act, K.S.A. 48-904, *et. seq.*, or declared by the United States of America, any federal agency or any branch of the U.S. military forces, and irrespective of any undeclared emergency, whether national, state or local, Licensor shall use best efforts to grant priority access to Licensee over all users of the Site, to access area at or near the Shelter, Equipment or Easement thereto.

9. Capitalized terms not defined in this Amendment will have the meaning ascribed to such terms in the Agreement.

10. This Amendment will be governed by and construed and enforced in accordance with the laws of the state in which the Premises are located without regard to principles of conflicts of law.

11. Except as specifically set forth in this Amendment, the Agreement is otherwise unmodified and remains in full force and effect and is hereby ratified and reaffirmed. In the event of any inconsistencies between the Agreement and this Amendment, the terms of this Amendment shall take precedence.

12. This Amendment shall be effective as of the date last executed by both parties.

IN WITNESS WHEREOF, Licensor and Licensee have executed this Amendment to Tower Lease Agreement as of the date and year first above written.

Signed and acknowledged in the presence of:

LICENSOR: SBA TOWERS II LLC,
a Florida limited liability company

Print Name: _____

Name: Jason Silberstein
Title: Senior Vice President, Property Management

Print Name: _____

Date: _____

STATE OF FLORIDA }
 }
COUNTY OF PALM BEACH }

BEFORE ME, a Notary Public of the aforesaid State and County, personally appeared Jason Silberstein, to me personally known (or proved by sufficient evidence) who, being by me duly sworn (or affirmed) did say that he is the Senior Vice President, Property Management of **SBA Towers II LLC**, a Florida limited liability company described herein and that the instrument was signed on behalf of the Company, by authority of the Company and that he acknowledged this instrument to be the free act and deed of the Company.

WITNESS MY HAND and Notarial Seal on this _____ of _____, 2012.

Notary Public



Site ID: KS10843-A-02
Site Name: Goddard

Licensee Site ID:
Licensee Site Name:

Signed and acknowledged in the presence of:

**LICENSEE: SEDGWICK COUNTY
EMERGENCY COMMUNICATIONS**

Print Name: _____

Name: Tim R. Norton
Title: Chairman, Sedgwick County Board of Commissioners

Print Name: _____

Date: _____

ATTEST:

KELLY ARNOLD, County Clerk

**EXHIBIT A
 ANTENNA AND EQUIPMENT LIST**

Equipment must be installed, routed and stacked pursuant to FDH Structural Analysis dated April 12, 2012.

Antennas: Four (4) Total
 Quantity: Two (2) Two (2)
 Type: Omni Omni
 Manufacturer: Sinclair Sinclair
 Model: SC412-HF2LDF (E5765) SC412-H2LDF (ES765)
 Dimensions: 251.5" x 5" 251.5" x 5"
 Weight: 79 lbs. 79 lbs.
 Mounting: Two (2) each at the following approximate height levels:
 Base of the antenna: 399.5' 424.5'
 Centerline of the antenna: 410' 435'
 Tip of the antenna: 420.5' 445.5'
 Orientation: ___°; ___° & ___°
 Downtilt: 0°
 Mount Type/Weight: Sinclair/SMK345-A7/130 lbs., per Structural Analysis.
Cable: Four (4) Total
 Number of Lines: Two (2) Two (2)
 Type: AVA-7-50 Coax AVA5-50 Coax
 Size: 1 5/8" 7/8"

Dishes: Two (2) Total
 Quantity: One (1) One (1)
 Manufacturer: Andrew Andrew
 Model: HPX10-59 HPX6-59
 Dimensions: 10' 6'
 Weight: 575 lbs. 320 lbs.
 Mount: @ 155' @ 105'
 Orientation: 278° 148°
 Mount Type: Pipe Mounts, per Structural Analysis.
Cable:
 Number of lines: Two (2)
 Type: EW52

Tower Top Amplifiers:
 Quantity: Two (2)
 Manufacturer: Spectra
 Model: ATS8TMA18/9
 Dimensions/Weight: 22" x 9" x 13.5" / 21 lbs.
 Mounting: At approximately the 425' height level
Cable:
 Number of lines: Two (2)
 Size: 1/2"

GPS Receiver: N/A

Ground Space Requirements:
 Licensee provided Shelter/Pad:
 Dimensions: 11.5' x 21' 6' x 10' 10' x 19'
 Type: Shelter Generator pad Propane pad

Transmitter: N/A

Transmitter Cabinet: N/A



Site ID: KS10843-A-02
Site Name: Goddard

Licensee Site ID:
Licensee Site Name:

Frequencies:

Transmit: 854.0625, 854.3875, 854.9875 (data radio), 855.2875,
856.2625, 856.4625, 856.7375, 856.9625, 857.2625,
857.4625, 857.7375, 857.9625, 858.2625, 858.4625,
858.6875, 858.7375, 858.9625, 859.2625, 859.4625,
859.7375, 859.9625 MHz
Receive: 809.0625, 809.3875, 809.9875 (data radio), 810.2875,
811.2625, 811.4625, 811.7375, 811.9625, 812.2625,
812.4625, 812.7375, 812.9625, 813.2625, 813.4625,
813.6875, 813.7375, 813.9625, 814.2625, 814.4625,
814.7375, 814.9625 MHz

ERP:

N/A

Transmitter Operating Power:

N/A

Generator:

Quantity: One (1)
Power: 45 KW
Fuel Type: Propane
Location: Within Licensee's lease area