

**AMENDED LEASE AGREEMENT
CELLULAR ANTENNA JANWAL WATER TANK**

THIS AMENDED LEASE AGREEMENT, made this 10th day of November, 2003, by and between THE CITY OF ANNAPOLIS (hereinafter referred to as "Lessor"), a municipal corporation of the State of Maryland, and SOUTHWESTERN BELL MOBILE SYSTEMS, LLC (d/b/a) Cingular Wireless (hereinafter referred to as "Lessee").

RECITALS

WHEREAS, Lessor is constructing and on completion will own, maintain and operate an Elevated Water Tank (hereinafter referred to as "Water Tank") located at 206 Janwal Street in the City of Annapolis (hereinafter referred to as "Property"); and

WHEREAS, Lessor presently owns and operates an existing water tank (hereinafter referred to as "Existing Water Tank") on the same Property, and has entered into a lease agreement with Lessee, dated December 1, 1992 (hereinafter referred to as the "Existing Agreement"), pursuant to which Lessee has leased space for, constructed and operates a communications facility.

WHEREAS, the term of the Existing Agreement extends through December 14, 2012, provided, however, that the Existing Agreement provides in pertinent part that if the Existing Water Tank is removed from the City water system, then the Existing Agreement shall terminate with no continuing obligation by either party; and

WHEREAS, upon completion of the Water Tank, Lessor intends to remove the Existing Water Tank from the City water system, then dismantle and remove the Existing Water Tank, and pursuant to this Lease; and

WHEREAS, the parties desire to enter into an amended lease agreement by which Lessee may relocate Lessee's communication facility to the Water Tank (hereinafter referred to as "Cell Site") at the Property in consideration of certain rental payments and other terms and provisions set forth herein; and

WHEREAS, the City Council hereby finds that the portion of the Property to be leased, described below as "Premises", is not needed for exclusive public use;

WHEREAS the parties seek to minimize any service interruptions to Lessee's customers during the transition from the Existing Water to the Water Tank; and

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WHEREAS, Lessor is willing to lease the Premises to Lessee for the purposes, and in accordance with the terms and conditions set forth in this Lease.

NOW THEREFORE, in consideration of the mutual covenants and promises herein contained, Lessor leases to Lessee and Lessee leases from Lessor, the Premises described below under the terms and conditions set forth herein:

1. Premises.

A. Lessor leases to Lessee those portions of the Water Tank shown on Exhibit A hereto (hereinafter referred to as "the Premises") to install Lessee's antennas and appurtenant transmission lines, together with the non-exclusive right and license to: (1) use adjoining and adjacent land located on the Property as reasonably required during construction, installation, maintenance and any renovation of the Cell Site, power lines and cables; (2) use any existing driveway and approach for ingress and egress to and from the Premises for the operation and maintenance of the Cell Site; (3) construct, erect, install, operate, locate and maintain aerial and or underground communications cables from the Premises over, across and through the Property upon and to the nearest available utility poles or sources; and (4) erect, construct or make improvements, alterations or additions to the Premises ("Lessee's Changes") as appropriate for Lessee's use, subject to the terms and conditions of paragraph B hereof.

B. Lessor will allow Lessee to make reasonably appropriate alterations to the Premises in order to accomplish Lessee's Changes, in accordance with plans and specifications approved in advance by Lessor, such approval not to be unreasonably delayed or withheld, in accordance with Lessor's laws, rules, regulations, directives and requirements applicable to such alterations.

C. Any right granted under this Lease shall be exercised without interference with Lessor's municipal operations or the use of the Property by Lessor or by any other lessee. In exercising any right granted under this Lease, Lessee must apply for necessary permits as required by law and satisfy all applicable requirements of law.

2. Term.

A. The initial term of this Lease shall be five (5) years, commencing upon the earliest of thirty (30) days after all required building permits are issued to Lessee or the day on which Lessee begins construction of the Cell Site (hereinafter referred to as "Commencement Date"). For purposes of the preceding paragraph, construction shall be considered to have begun when Lessee: (a) disturbs the Property or any structure thereon in any way in connection with the installation of Lessee's Changes, or (b) delivers equipment or materials to the Property. This initial five-year term is hereinafter referred to as "Initial Term."

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A. After Lessee has obtained necessary permits and approvals therefor, Lessee, at its sole cost and expense, may construct and install antennas and communication equipment at the Water Tank in accordance with plans, drawings and specifications submitted for review and approved by Lessor as specified in Sections 1B and 4 pursuant to applicable City laws, rules, and regulations. All construction,

5. Improvements.

Within a reasonable period after the execution of this Lease, Lessee shall file applications for all permits and approvals required for the construction of the Cell Site and/or the use and occupancy of the Premises, including but not limited to zoning permits (such as by way of example, but not limited to conditional use or special exceptions). Construction of the Cell Site shall be in accordance with plans, drawings and specifications prepared or provided by Lessee for such permits and approvals by Lessor as specified in Section 1B. Lessee shall provide any additional plans, drawings, engineering or designs necessary to satisfy all requirements for permits and approvals.

4. Variance, Permits and Site Specifications.

Prior to the Commencement Date of this Lease, Lessee shall have reasonable access to the Property and Water Tank, authorized by and coordinated with Lessor's Department of Public Works, for the purposes of undertaking any necessary tests, studies, and inspections that Lessee may wish to perform to insure the Property can accommodate Lessee's proposed use. Lessor, in its sole discretion, may require that studies (including but not limited to engineering analyses) be performed, at Lessee's expense, with emphasis on potential communications and land use interference issues related to Lessee's proposed use of the Premises. Those studies shall include an assessment of the impact on public safety radio communications (transmission and reception) which assessment may involve federal, state and/or local government agencies. Lessee shall use its best efforts to resolve any interference or other issues promptly after a request to do so by Lessor and prior to the Commencement Date. Lessee assumes any and all risks of every nature, type and description, directly or indirectly associated with its access to or presence upon the Premises pursuant to this paragraph or the access to, or presence upon the Premises of Lessee's employees, agents, officers and/or contractors. The provisions of paragraph 11 shall fully apply to any claim, loss, etc. related to (or alleged to be related to) any such presence upon or access to the Property and Water Tank.

3. Feasibility.

B. Lessee shall have the option to renew this Lease for up to three (3) additional five (5) year periods upon the same terms and conditions contained herein (each of which is hereinafter referred to as a "Renewal Term"). Lessee's right to renew shall be deemed requested and exercised automatically unless Lessee gives written notice to the Lessor of its election not to renew not later than six months prior to the expiration of the then Initial or Renewal Term.

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During the Initial Term and any Renewal Term of this Lease, Lessee shall pay to Lessor yearly base rent in the amount of Thirty-three Thousand Two Hundred Thirty Dollars (\$33,230) due and payable on July 1st of each year, commencing on the Commencement Date and prorated for any partial year. The amount of the yearly base rent shall increase, effective July 1st next following the Date of Commencement and July 1st of each year thereafter, by five percent (5%) of the previous yearly base rent. The yearly base rent shall be in addition to and shall not be reduced by any other cost or expense agreed to be paid pursuant to this Lease by Lessee.

7. Rent.

B. Lessee shall further be responsible for restoring the Premises (and any other portion of the Property which has been damaged, modified or altered by or on behalf of Lessee) as nearly as is reasonably possible to their condition as existed immediately prior to the Commencement Date, reasonable wear and tear excepted, at Lessee's sole cost and expense.

A. Throughout the Term of this Lease and any renewals thereof, ownership of the Cell Site improvements described herein shall vest in Lessee. Upon expiration or termination of this Lease, Lessee shall, within a reasonable period not to exceed thirty (30) days and at its own expense, remove and dismantle all Cell Site improvements and any and all of Lessee's other equipment.

6. Ownership and Removal of Improvements/Termination.

B. The parties recognize that, during construction of the Water Tank, one sector of Lessee's equipment on the Existing Water Tank will be blocked by the Water Tank. To minimize service interruption to Lessee's customers, the parties agree that Lessee may place a temporary antenna installation at the Property to cover the blocked sector. The temporary installation shall be configured as set forth in Exhibit A to this Amended Lease Agreement. Lessee shall remove the temporary antenna installation within a reasonable time after the Existing Water Tank has been removed. During the transition from the Existing Water Tank to the Water Tank, Lessee may operate its equipment either tank in such a manner to minimize blockage. Lessee shall remove its equipment from the Existing Water Tank prior to demolition of that tank.

installation and operations shall meet all applicable rules, regulations and codes of the FCC, FAA and City of Annapolis. Lessor agrees to cooperate with Lessee in any applications or submissions required to permit construction and operation of the Cell Site as described herein. Lessee has the responsibility of carrying out the terms of FAA authorization and its FCC license with respect to supporting structures, and lighting requirements. Lessee agrees to correct any observed deficiencies in said construction, installation and operations to meet all applicable rules, regulations or codes at its sole expense upon receipt of notice advising of the deficiency.

8. Maintenance, Taxes and Utilities.

A. Lessee shall at all times during the Initial Term and any Renewal Term of this Lease, at its own expense, maintain the Premises in proper and safe operating condition and maintain all equipment, improvements, buildings, systems and subsystems thereon in a proper and safe condition and will repair any damage or unacceptable condition caused by any waste, misuse, actions, omissions, or neglect by Lessee, its agents, servants, invitees, or any third person unless such damage is caused by the acts or omissions of Lessor, its agents, servants or invitees.

B. Lessee shall leave no debris, trash or rubbish on the Property.

C. Lessee shall be responsible for payment of all utility costs as they shall apply to its improvements, equipment and buildings, including but not limited to electricity costs.

D. Lessee shall be responsible for payment within thirty (30) days of reasonable proof of same from Lessor, of any applicable taxes or assessments against the property owned by Lessee and allocable (on a pro rata basis) to the Premises, including but not limited to property taxes. Lessee shall be responsible for the payment of all taxes levied upon the leasehold improvements on the Premises. Lessee shall pay any and all taxes that relate to the Property which are assessable as a result of this Lease Agreement. If this Lease shall result in taxes being levied against the Property because of the installation, maintenance or use of Lessee's improvements on the Lessor's property, these taxes shall be paid by Lessee and any such tax liability incurred by the Lessor shall be paid or reimbursed by Lessee. Lessee shall be entitled to appeal any such increase payable by it.

9. Interference.

A. Lessee shall not place or operate any communication system or equipment at, on or near the Property, which in its placement or operation, interferes with any communication system or equipment of Lessor or any other governmental agency. In the event of such interference and upon notification by Lessor, Lessee shall immediately cease operation of such communication system or equipment until the placement and operation of Lessee's communication system and equipment no longer interfere with the communication system or equipment of Lessor or other governmental agency. Lessee's failure to immediately cease operation of such communication system or equipment that interferes with any such communication system or equipment following such notification by the Lessor shall be deemed a breach of this Lease and terminate Lessee's right to possession of the Premises.

B. Lessee acknowledges that this Lease does not preclude the placement of other communication systems or equipment on the Property (other than the Leased Premises), and that as of the date hereof such other systems or equipment may exist on the Property. Lessee agrees to reasonably cooperate with Lessor and other parties concerning

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B. If Lessee shall fail or neglect to keep or perform any one of the terms of this Lease, and such failure or neglect continues for more than thirty (30) days (or such period as may reasonably be required to correct the default with exercise of due diligence if such cure is begun within the thirty (30) day period) after written notice from Lessor specifying the default, then at the option of Lessor, Lessee's right of possession shall thereupon terminate and Lessor may pursue any legal remedies available to Lessor. Where this Lease or any law grants a right or imposes a duty without the requirement of such notice or opportunity to cure (for instance, in the case of interference under Section 9 hereof), the provisions of this paragraph shall not apply.

A. If the rent or any other payment due from Lessee hereunder shall remain unpaid thirty (30) days after it becomes due and payable, Lessee shall pay a late charge upon the unpaid balance equal to 1.5% per month until paid.

12. Defaults.

Lessee shall at its sole expense, fully indemnify, defend and hold harmless Lessor and, in their capacity as such, Lessor's employees, officers and agents from and against any and all claims, suits, actions, liability, damages, judgments, attorney's fees and losses from personal injury or property damage (including loss of use of the Premises or other property), which may arise out of (or, with regard to the duty to defend, be alleged to arise out of): (a) Lessee's presence upon, use of or lease of the Premises or of the Property; (b) any act or omission by Lessee, its officers, agents, employees or contractors at or near the Property; or (c) Lessee's operations on the Premises or the Property.

11. Hold Harmless/Indemnification.

Lessor agrees that Lessee shall have free access to the Property and to the Premises for the purpose of installing the communication equipment, and during the continuation of this Lease free ingress and egress is hereby granted to Lessee for the purpose of maintenance and repair of its equipment. It is agreed that only authorized engineers or employees of the Parties, FCC Inspectors, or persons under their direct supervision will be permitted to enter the Premises.

10. Access.

the operation and placement of such other communication systems or equipment not inconsistent with this Lease, provided that such communication systems and equipment of others do not interfere with Lessee's equipment. After the placement of any such other communication systems or equipment on the Property, Lessee shall not alter its communication system or equipment, in its placement or operation, in a manner that interferes with the communication system or equipment, in its placement or operation, of such other parties.

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B. The foregoing notwithstanding, notification of interference pursuant to paragraph 9A above may be given verbally provided the same is confirmed in writing within a reasonable time thereafter as set forth in this paragraph.

Cingular Wireless
7150 Standard Drive
Hanover, MD 21076
Attn: Property Management

With a copy to:

Cingular Wireless LLC
6100 Atlantic Boulevard
Norcross, Georgia 30071
Attn: Network Real Estate Administration

Lessee:

City Attorney
Office of Law
160 Duke of Gloucester Street
Annapolis, Maryland 21401

With a copy to:

City of Annapolis
Finance Director
160 Duke of Gloucester Street
Annapolis, Maryland 21401

Lessor:

A. All notices required by the provisions of this Lease shall be in writing, postage and fees prepaid with the U.S. Postal Service for delivery by First Class, Registered, Certified or Express Mail to:

14. Notices.

Lessee shall at all times during the Term hereof and at Lessee's sole cost and expense maintain in effect Workmen's Compensation Insurance and Personal Injury and Property Damage Liability Insurance, adequate to protect Lessor against liability for injury or death to any person in connection with the use, operation and condition of the Premises, in an amount not less than One Million Dollars (\$1,000,000.00) of combined single limit Personal Injury and Property Damage coverage. Such policy shall cover the entire Premises and name Lessor as an additional insured. A Certificate of Insurance, naming the Lessor as additional insured, shall be filed with the City Attorney annually for the duration of this Lease.

13. Insurance.

C. Nothing in this paragraph shall be construed to limit any other remedy or governmental enforcement rules, regulations or codes Lessor may have as a result of any breach hereof.

The captions at the beginning of each section of the Lease are asserted only as a matter of convenience or reference purposes.

19. Captions.

This Lease shall be governed and construed in accordance with the laws of the State of Maryland.

18. Governing Law.

Nothing in this Lease shall be construed to preclude Lessor from leasing to any other party, including any other communications entity, the Property or any part thereof, excluding the leased Premises, for any purpose including, but limited to, use as a communications system site. However, Lessor shall incorporate in each agreement with any party entered into and related to the Property by it subsequent to this Lease a covenant not to interfere with Lessee's rights and privileges under this Lease.

17. Nonexclusive.

If all or any part of the Premises, or if all or any part of the parcel or access right of way to the Premises is taken by eminent domain or other action by jurisdictions having the legal right to take said lands, and if said taking in the sole opinion of Lessee renders the Premises unusable for its intended purpose hereunder then, at Lessee's option, this Lease may be declared null and void and of no further force and effect and there will be no further payment of rents except that which may have been due and payable at the time of said taking. In the event of a partial taking and Lessee, in its sole discretion, wishes to maintain its operation, Lessor shall reduce the rental on the Premises by an amount proportionate to the part of the Premises taken by eminent domain or other such legal action.

16. Condemnation.

This Lease may be sold, assigned, or transferred by Lessee at any time without the consent of Lessor to Lessee's parent company or any subsidiary or affiliate of Lessee or its parent company, or to any successor-in-interest or entity acquiring all or substantially all of its stock, ownership upon Lessee delivering a written notice to Lessor not later than thirty (30) days from any such sale, assignment or transfer. Any other sale, assignment, or transfer of Lessee's interest in whole or in part in this Lease shall only be upon the prior written consent of Lessor, which consent may be withheld at Lessor's discretion.

15. Sale, Assignment or Transfer.

This Lease has been authorized according to the requirements of the Annapolis City Charter by Ordinance O-14-03.

25. Legislation.

Upon the Commencement Date, the Existing Agreement dated December 15, 1992 shall be terminated with no continuing obligations from either thereunder.

24. Termination of Existing Agreement.

The provisions of this Lease shall be binding upon and inure to the benefit of the parties hereto and each of their respective representatives, successors and assigns.

23. Benefit and Burden.

B. Notwithstanding any other provisions of this Lease, either party, at its sole and absolute discretion, shall have the right to terminate this Lease at any time, for any reason or for no reason with one hundred ninety (180) days prior written notice to the other.

A. If the Water Tower is destroyed or removed from the City water system, this Lease shall terminate with no continuing obligation by either Party.

22. Termination.

The provisions of this Lease are severable and if any provision, clause, sentence, section or part hereof is held illegal, invalid, unconstitutional or inapplicable to any person or circumstances, such paragraph shall be stricken and the balance shall remain in fact provided Lessee has the right to remain in possession of the Property at the rent as set forth herein.

21. Severability.

This Lease contains the entire agreement between the parties hereto and any agreement (written or oral) hereafter or heretofore made shall not operate to change, modify, terminate or discharge this Lease in whole or in part unless such agreement is reduced to writing and signed by each of the parties hereto.

20. Entire Agreement.

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Shawn C. Spencer, City Attorney
Date 11/10/07

Approved as to form and legal sufficiency:

By: Jay A. Miller
Jay A. Miller, Executive Director, Networks

Kenn McFadden

LESSEE: SOUTHWESTERN BELL
MOBILE SYSTEMS, LLC,
a Delaware Limited Liability Company,
d/b/a Cingular Wireless

ATTEST:

By: Ellen O. Moyer
Ellen O. Moyer, Mayor

Deborah Heinbuch
Deborah Heinbuch, City Clerk

LESSOR: CITY OF ANNAPOLIS

ATTEST:

WITNESS the hands and seals of the parties hereto on the date first above written.

2IN STRUCTURE
1 NO. M-6 FOR
DISTRIBUTION SIZE
10 NO. C-4

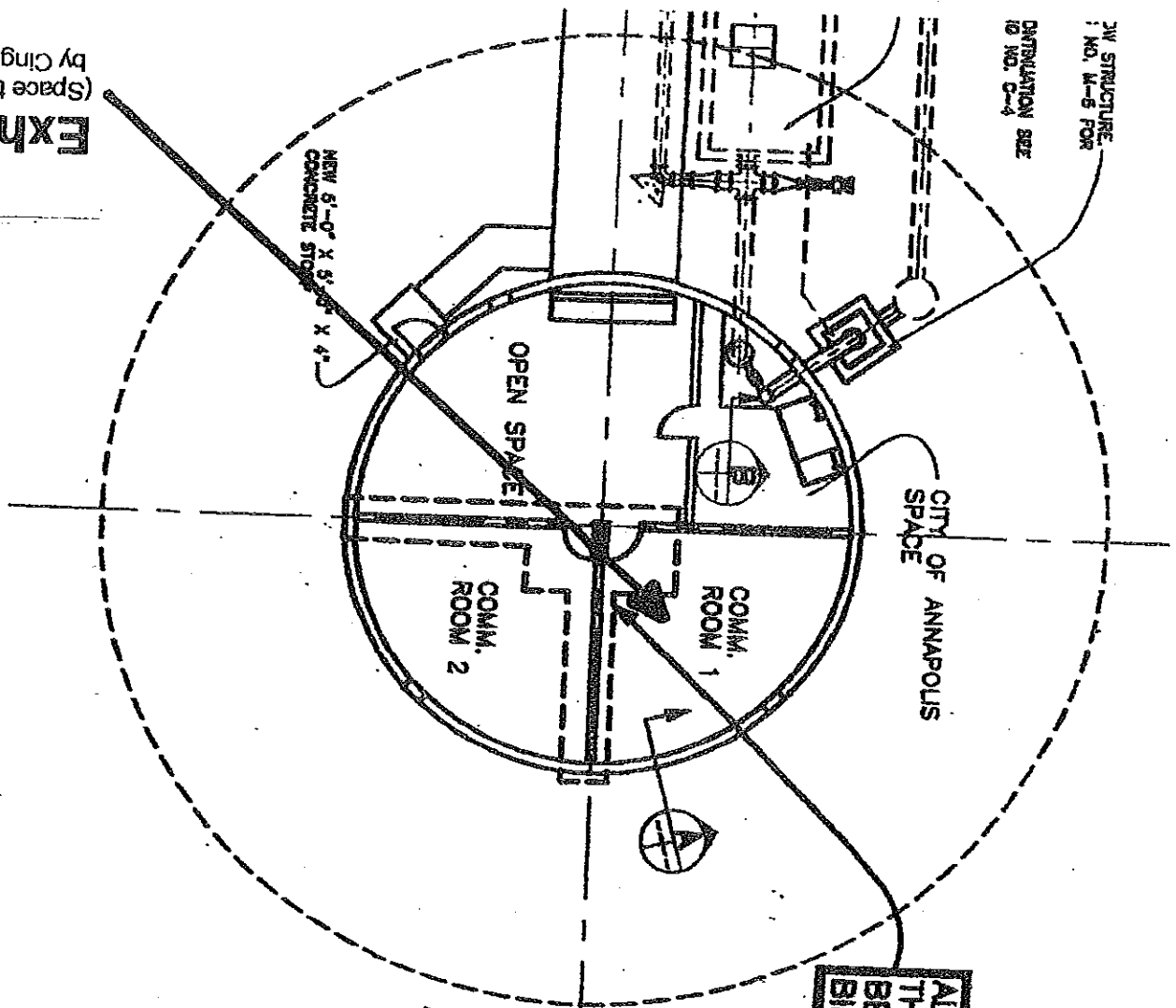


Exhibit A
(Space to be occupied
by Cingular Wireless)

FOUNDATION PLAN
SCALE: 1/8" = 1'-0"

**ALL WORK INSIDE
THIS AREA SHALL
BE INCLUDED IN
BID ITEM 1 ***

* TYPICAL FOR ALL ARCHITECTONICAL,
STRUCTURAL, MECHANICAL AND
ELECTRICAL FLOOR PLANS.

Interior Column Spine
 $A = \pi R^2 = 1,601 \text{ ft}^2$
 $\frac{1}{4}A = 415 \text{ ft}^2$
*Say 400 ft² for
each corner company*

GENERAL NOTES

1. LIVE LOADS AT WATER STORAGE PIC

WIND	35 P
EARTHQUAKE	ZONE 2
ROOF	100 I
SNOW	25 P
STAIRS	N/A
BALKANITS	100 I

PLUS CONCENTRATED LOADS PER A.I.
LIVE LOADS AT COMMUNICATIONS RO

ROOF	125 I
FLOOR	150 I
2. CONCRETE FLOORS IN COMM. ROOMS BE 8" THICK REINFORCED WITH #4 WIRE BARRER OVER 2" CONCRETE

FOUNDATION NOTES

1. FOR RECONSTRUCTION, PRESENTED PROPOSED BY HILL-CANNON ENGINEERS THE ELEVATED WATER STORAGE TANK FOUNDATION EXISTING FOR A BAZAR BELOW ELEVATION 82.00.
2. PLACE A 3" THICK CONCRETE WORK DISTURBANCE OF THE NATURAL SOIL
3. COMPACTED FILL FOR SLAB SUPPORT BE ON BETTER AND SHALL BE FILL SOIL OF THE IDENTIFIED PROCTOR (A)
4. REPLACEMENT FOR UNSTABLE WATER SHALL BE LEAN (2000 PSI) CONCRETE IN THE GEOTECHNICAL ENGINEERING ENGINEERING ASSOCIATES, INC., DATA
5. REPLACEMENT FOR UNSTABLE FILL THROUGH NEW GRADE SHALL BE ASHT CLASS 3000 AS SPECIFIED IN SPEC
6. ONE-STORY STRUCTURES WITHIN THE BELOW GRADE WALLS SHALL BE REDESIGNED FOR A BEARING CAPACITY BY HILL-CANNON ENGINEERING ASSOCIATES SHALL BEAR ON NATURAL FILL PLACED IN THE FIELD. CONSULTANT TO VERIFY THAT THE DESIGN SPECIFICATIONS AND THE BEEN ACHIEVED.

HORIZONTAL DIAMETER OF
GATE VALVE