

FIRST AMENDMENT TO WIRELESS SERVICE FACILITY
LAND LEASE AGREEMENT

This First Amendment to the Wireless Service Facility Land Lease Agreement is made and entered into on this 7th day of September 2004 by and between City of Redlands, a municipal corporation ("Landlord") and Sprint PCS Assets, L.L.C., a Delaware limited liability company formerly known as Cox PCS Assets L.L.C. (SPCS) ("Tenant"), collectively the "Parties."

AMENDMENT

1. The second full paragraph on the first page of the Wireless Service Facilities Land Lease Agreement of February 3, 2004 is hereby amended to read as follows:

"PREAMBLE

- A. Landlord, for and in consideration of the rent to be paid by Tenant and for the covenants and provisions to be kept and performed by Tenant under this Lease, hereby leases to Tenant for Tenant's sole use, and the Tenant agrees to lease from Landlord approximately 1,290 square feet of property located at City's California Street Grove (APN 292-064-02) in Redlands, California 92373 and more particularly described in the attached legal description Exhibit "A" (the "Property") and plan of development of the area to be leased as set forth in Exhibit "B" (the "Site").
- B. The Parties further understand and agree that any changes to the Property and Site to be identified in any new and/or revised Exhibits "A" and "B" to the Wireless Service Facility Land Lease Agreement are subject to final

approval by the City of Redlands Citrus Commission which will then forward its recommendation to the Planning Commission for Tenant to submit with its application to the Planning Commission for the Conditional Use Permit for the Wireless Service Facility.

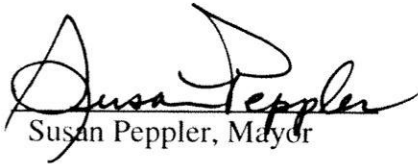
- C. If the Parties need to change the location of the Wireless Service Facility Site within the City's California Street Grove (APN 292-064-02) with the preparation of new and/or revised Exhibits "A" and "B" said change in location can be made upon the mutual consent of the Parties with final approval of said new location within the Grove being made by either Tenant's Director of Site Delivery or Site Development Manager and with Landlord's staff's assistance by the Landlord's City Manager with the concurrence of the City Attorney. Any new location selected in the City's Grove shall be confirmed by use of a Memorandum of Understanding signed by Tenant's Director of Site Delivery or Site Development Manager and by Landlord's City Manager, as to the changed location, with the newly revised Exhibits "A" and "B" to be attached. The Memorandum of Understanding and the new Exhibits shall all be attached to the Lease, the License (Exhibit D hereto) and the Memorandum of Lease (Exhibit E hereto) without the necessity of any further Amendment to this Lease, and the Exhibits provided in the Memorandum of Understanding shall thereafter control the description of the Site..

D. The proposed Site is to be used for an antenna support structure and communication equipment for a personal communications Wireless Service Facility (WSF), using stealth treatment, as required pursuant to the Redlands Municipal Code.”

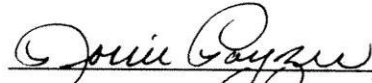
2. No other amendments or changes to the February 3, 2004 Lease are made. All other terms and conditions of that Lease remain in full force and effect.

WHEREFORE, the parties have executed this Amendment on the 7th day of September 2004.

LANDLORD
CITY OF REDLANDS
a municipal corporation

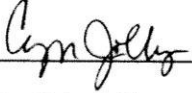

Susan Peppler, Mayor

ATTEST:


Lorrie Poyzer, City Clerk

TENANT

SPRINT PCS ASSETS, LLC.

By: 
Cynthia Jolly

Title: Site Delivery Manager