

FACILITIES LEASE

THIS FACILITIES LEASE made and entered into this day by and between the CITY OF CAMAS, a municipal corporation of the State of Washington, hereinafter referred to as "City", and SPRINT SPECTRUM, L.P., a Delaware limited partnership, hereinafter referred to as "Lessee",

WITNESSETH:

Section 1. GRANT OF LEASE: For and in consideration of the payment unto them by Lessee of the monies hereinafter specified and the performance by Lessee of the covenants and obligations herein provided to be kept and performed by Lessee, the City does hereby grant unto Lessee a lease to erect, maintain and operate an antenna tower and base together with a supporting outbuilding for the housing of electronic equipment related to the antenna tower (collectively hereinafter referred to as "antenna facility") on real property more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein. Said antenna facility shall be constructed, maintained, and operated in accordance with plans and specifications submitted to the Public Works Director.

Section 2. TERM: The term of this Facilities Lease shall be for a period of five (5) years, commencing on the 1st day of May, 1999, and terminating on the 30th day of April, 2004, subject however to automatic extension as hereinafter provided, and further subject however to termination as hereinafter provided.

This agreement shall be automatically renewed for four (4) additional terms of five (5) years each, unless Lessee provides owner notice of intention not to renew not less than ninety (90) days prior to the expiration of the initial term or any renewal term.

Section 3. PAYMENT OF FEES: Lessee covenants and agrees to pay to the City as compensation for the lease granted hereunder the following:

- a. The sum of One Hundred and NO/100 Dollars (\$100.00) upon execution of this Facilities Lease Agreement.
- b. Commencing on a date which is thirty (30) days after issuance of a building permit and continuing on the 1st day of each month thereafter during the term of this Lease and any renewals thereof, a base monthly rental fee of \$500.00. Said monthly fee shall be adjusted annually in accordance with the provisions of subsection (c) of this section.
- c. On each anniversary date of this Lease, the monthly fee shall be increased three percent from the monthly fee for the preceding year.

Section 4. USE OF PREMISES: Lessee represents that it has been granted all necessary licenses and permits by the Federal Communications Commission and other regulatory authorities, and covenants and agrees that it will use the subject premises solely for the purpose of erecting and maintaining the aforescribed antenna facility and for such other uses normally incident thereto. Lessee further covenants and agrees that it will not use or allow the use of the subject premises or any part thereof for any purpose which shall be unlawful or a nuisance, or contrary to any permits or licenses held by Lessee from any regulatory agency, nor contrary to any law, ordinance or regulation of any public authority.

The lease granted hereunder to Lessee is non-exclusive, and the City shall have the right to permit other uses of the subject premises so long as such uses do not interfere with the transmitting and receiving signals of Lessee.

Lessee further covenants and agrees that any antennas placed by Lessee shall not be taller than the highest point on the reservoir (the peak of the roof), that all antennas shall be painted the same color as the reservoir, and that Lessee will comply with the landscaping requirements of Camas Municipal Code 18.71.110. Lessee further covenants and agrees that it shall be Lessee's responsibility to protect Lessee's equipment when City paints or performs maintenance on the reservoir. City agrees to provide prior notice to Lessee of any painting or maintenance.

Section 5. INDEMNIFICATION: Lessee agrees to indemnify and hold the City harmless against and from any and all claims by or on behalf of any person, firm, or corporation arising from the conduct or management of or from any work or thing whatsoever done by Lessee or its agents, contractors, servants or employees in or about the subject premises. Lessee will further indemnify and hold the City harmless against and from any and all claims arising from any breach or default on the part of Lessee in the performance of any covenants or agreements on the part of Lessee to be performed, pursuant to the terms of this Lease Agreement, or arising from any act or negligence of Lessee or any of its agents, contractors, servants or employees occurring during the term of this agreement in or about the subject premises, and from and against all costs, attorney's fees, expenses, and liabilities incurred in and about any such claim or action or proceeding brought thereon. In case any action or proceeding be brought against the City by reason of any such claim, the City may, at its option, require that Lessee resist or defend such action or proceeding at Lessee's own cost and expense and by counsel reasonably satisfactory to the City.

Section 6. LIABILITY INSURANCE: Lessee agrees to carry liability insurance

protecting itself and the City from any claims of persons for injuries to life, person, or property by reason of anything done or permitted to be done or suffered or omitted to be done by Lessee, or its agents, employees, servants, or contractors, in and about the occupation of the subject premises. Said policy of liability insurance shall be in a minimum amount of \$1,000,000.00 and shall name the City as an additional insured.

Section 7. MAINTENANCE OF PREMISES: The antenna facility shall be erected and maintained at the sole expense of Lessee and at Lessee's sole risk. Lessee further covenants and agrees to make all necessary repairs for damage to existing City facilities caused by Lessee's construction, maintenance, or use of the antenna facility on the subject premises. Neither party shall be liable to the other for loss arising out of damage to or destruction of the subject premises when such loss is caused by fire or any of the risks or perils which are included within a standard form of fire insurance with extended coverage. All such claims for any and all loss, however caused, are hereby waived. The absence of such liability shall exist whether or not the damage or destruction is caused by the negligence of either the City or Lessee or by any of their respective agents, servants or employees. It is the intention and agreement of the parties that each party shall fully provide its own insurance protection at its own expense, and that each party shall look to its own respective insurance carrier for reimbursement of any such loss, and further, that the insurance carriers involved shall not be entitled to subrogation under any circumstances against any party to this agreement. Neither party shall have any interest or claim in the other's insurance policy or policies, or the proceeds thereof, unless specifically covered therein as a joint insured.

Section 8. UTILITIES: Lessee shall have the right to install utilities on the subject premises, or at its option to improve the present utilities on the premises. Such installation shall be done at Lessee's sole expense, and Lessee further agrees to pay any utility charges as are incurred by them in the use and occupation of said premises and not to allow such charges to become a lien on the premises. Lessee further agrees to hold the City harmless from payment of the expenses provided herein. Upon expiration or termination of this agreement, the City, at its option, may require Lessee to remove or cause to be removed all such utilities installed by Lessee.

Section 9. FIRE AND OTHER CASUALTY: It is understood and agreed that in case of destruction of the subject premises or a part thereof by fire or other casualty to the extent that said premises become unusable, either party hereto may, at its election, terminate this Lease by written notice to the other party. In the event that this Lease is terminated pursuant to this section, Lessee shall not be held liable for rental fees for the premises for the balance of the term nor for damages for such breach, and all unearned monthly license fees shall be returned to Lessee. If the parties agree to repair said damages, Lessee shall be entitled to an abatement of the rent, or a fair and just proportion thereof, according to the nature of the damage sustained, until the premises have been restored and are fit for their intended use.

Section 10. CONDEMNATION: If the premises or any part thereof shall be taken or acquired by any entity having the right of eminent domain, either under said right or by purchase without the exercise of said right, the City may, at its option, terminate this agreement without paying any consideration to Lessee, except that any unearned monthly rental fee in the City's

possession shall be refunded and Lessee shall be liable for rent only to the date of such termination. No part of any award allocable to the real property shall belong to Lessee, but Lessee shall retain the right to claim damages from the condemning authority for the loss of business, moving costs, and loss of value to trade fixtures.

Section 11. DEFAULT: The occurrence of any of the following shall, at the option of the City, and without notice or demand on Lessee, constitute an event of default hereunder:

- a. Failure to pay any lease fee installment within ten (10) days after the same becomes due.
- b. Failure of Lessee to observe or perform any of Lessee's covenants and agreements hereunder.
- c. Lessee becoming insolvent or being adjudicated a bankrupt or making an assignment for the benefit of creditors.
- d. Institution by or against Lessee of any bankruptcy, insolvency, reorganization, debt adjustment or liquidation proceeding, provided however, that Lessee shall have ninety (90) days to obtain dismissal of any involuntary petition in bankruptcy before being deemed to be in default.
- e. Seizure or levy of any legal or governmental process upon the property placed by Lessee upon the subject premises.

Section 12. REMEDIES: Whenever an event of default shall exist and shall not have been remedied within thirty (30) days after written notice setting forth the specific breach of this Lease Agreement has been given by the City to Lessee, then the City may, at its option, cancel

and terminate this Lease Agreement. The remedy provided hereunder shall be in addition to any other remedies available to the City under law, and may be exercised singularly, concurrently, or successively.

Section 13. ATTORNEYS' FEES: In case suit or action is instituted to enforce compliance with any of the terms of this Lease, or to collect the payments which may become due hereunder, the prevailing party shall be entitled to reimbursement from the other party for such sum as the Court shall adjudge reasonable as attorneys' fees in such suit, and in the event any appeal is taken from any judgment or decree in such suit or action, the prevailing party shall be entitled to reasonable attorneys' fees as may be determined for such appeal. In the event that the City requires the services of an attorney to enforce any provision or covenant of this contract as a result of the default of Lessee, Lessee shall pay and discharge all costs and expenses including reasonable attorneys' fees incurred by the City in enforcing such provision or covenant even though no suit or action is instituted.

Section 14. ASSIGNMENT: It is agreed that no assignment or contract for assignment of this agreement and/or no contract by Lessee to sell the subject thereof or any part thereof shall be valid unless the same be consented to by the City in writing, which consent shall not be arbitrarily unreasonably withheld, provided however, that Lessee may make an assignment of its interest hereunder for security purposes, and provided further, that Lessee shall have the right to sublease or assign its rights under this agreement to any of its subsidiaries, affiliates, or successor legal entities or to any entity acquiring substantially all of the assets of Lessee.

Section 15. WAIVER: No assent, expressed or implied by the City to any breach of

Lessee's covenants or agreements shall be deemed or taken to be a waiver of any succeeding breach of the same or different covenants.

Section 16. REPRESENTATIONS: Lessee has inspected the subject premises and has found the same to be to its satisfaction, and it agrees that no promises, representations, statements or warranties, expressed or implied, shall be binding upon the City unless expressly contained herein. Lessee expressly acknowledges that it has placed no reliance whatsoever upon any representations by the City as to the fitness of the subject premises for an antenna facility.

Section 17. LIENS: Lessee shall not permit any lien or encumbrance of any kind to be placed upon the premises which are the subject of this Lease. Lessee agrees that in the event any lien is filed against the property due to the acts or failure to act of Lessee, that Lessee will, within thirty (30) days, either discharge such lien or post a bond.

Section 18. DELIVERING UP PREMISES ON TERMINATION: At the expiration of the term of this Lease or upon any sooner termination thereof, Lessee will quit and deliver up the subject premises in the same order and condition as when Lessee entered, ordinary wear and tear, fire or other casualty excepted. Lessee further agrees upon termination of this agreement that all additions and improvements to the subject premises will be removed at Lessee's sole expense.

Section 19. ABANDONMENT: Upon abandonment of the premises by Lessee without the written consent of the City, the City may forthwith take control of the premises including the equipment and structures placed thereon by Lessee. Such entry and control by the City shall not release Lessee from the obligations herein, and Lessee shall nevertheless remain liable and continued bound unless the City, at the City's sole election, shall terminate this agreement, and in

that event cancellation shall be effected and the City and Lessee shall be released from all obligations hereunder.

Section 20. TERMINATION:

20.1. Termination by Lessee: Lessee may terminate this agreement at any time by notice to Lessor without further liability if Lessee does not obtain all permits or other approvals (collectively "approval") required from any governmental authority or any easements required from any third party to operate the PCS system, or if any such approval is canceled, expires, or is withdrawn or terminated, or if Lessor fails to have proper ownership at the site or authority to enter into this agreement. Upon termination, all prepaid rent will be retained by Lessor unless such termination is due to Lessor's failure of proper ownership or authority, or such termination is a result of Lessor's default. Lessee shall be required to give sixty (60) days prior written notice of any such termination.

20.2. Termination by Lessor: City reserves the right to terminate this lease at any time without cause. Prior to any such termination, City shall provide Lessee with sixty (60) days written notice of termination. In the event of termination under this subsection, City agrees to use its best efforts, in cooperation with Lessee, to relocate the PCS facility to a comparable site.

Section 21. NOTICES: Any notice required by the terms of this Lease to be given by one party to the other shall be sufficient if it is in writing and deposited in the U.S. mails, certified mail, return receipt requested, with postage fully prepaid, addressed to the appropriate party at its last known address. Any such notice shall be deemed conclusively to have been delivered to the addressee thereof forty-eight (48) hours, exclusive of Sundays and legal holidays,

after the deposit thereof in said U.S. Mail.

Section 23. INTEGRATION: This Lease sets forth the entire agreement between the parties. Any and all prior agreements, warranties or representations made by either party are superseded by this agreement. Any changes or additions to this agreement shall be made by separate document in writing and shall be signed by both parties.

DATED this _____ day of _____, 1999.

CITY OF CAMAS

LESSEE

By: _____

Mayor

By: _____

Sprint Spectrum L. P.
Mike Todd
Director Site Development

Site Name WATER TANK

Site Description

Site I. D. PO33XC138-A

Site situated in the City of Camas, County of Clark, State of Washington commonly described as follows:

Tax Parcel Number 085145 001

Legal Description:

BEGINNING at the Northeast corner of Section 10, Township 1 North, Range 3 East, Willamette Meridian, Clark County, Washington; thence West 200 feet; thence South 16°55' West, to a point 337.31 feet South and 309.21 feet West of beginning; thence East 189.21 feet to the Southeast corner of that tract sold to J.H. VanBuskirk; thence North to the center of County Road; thence Northeasterly along the center of County Road to the East line of said Section 10; thence North to beginning.

ALSO BEGINNING at a point that is 403.5 feet South and 286.8 feet West of the Northeast corner of Section 10, Township 1 North, Range 3 East, Willamette Meridian, and running thence West 80 feet; thence along the existing fence on the North side, West 20.31 feet; thence North parallel with the East of said Section 10, a distance of 403.5 feet, more or less, to the North side of Section 10, a distance of 187.11 feet to a point which is 200 feet West of the Northeast corner of said Section 10; thence in a Southwesterly direction following the East line of Tax Lot 18 in said Section 10 to a line running North and South that is parallel to the East line of said Section 10, a distance of 286.8 feet West; thence South parallel with the East line of said Section 10 to the point of beginning.

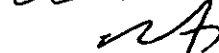
EXCEPT any portion within N.W. 18th Avenue and N.W. 18th Avenue Loop.

Sketch of Site:

Owner Initials

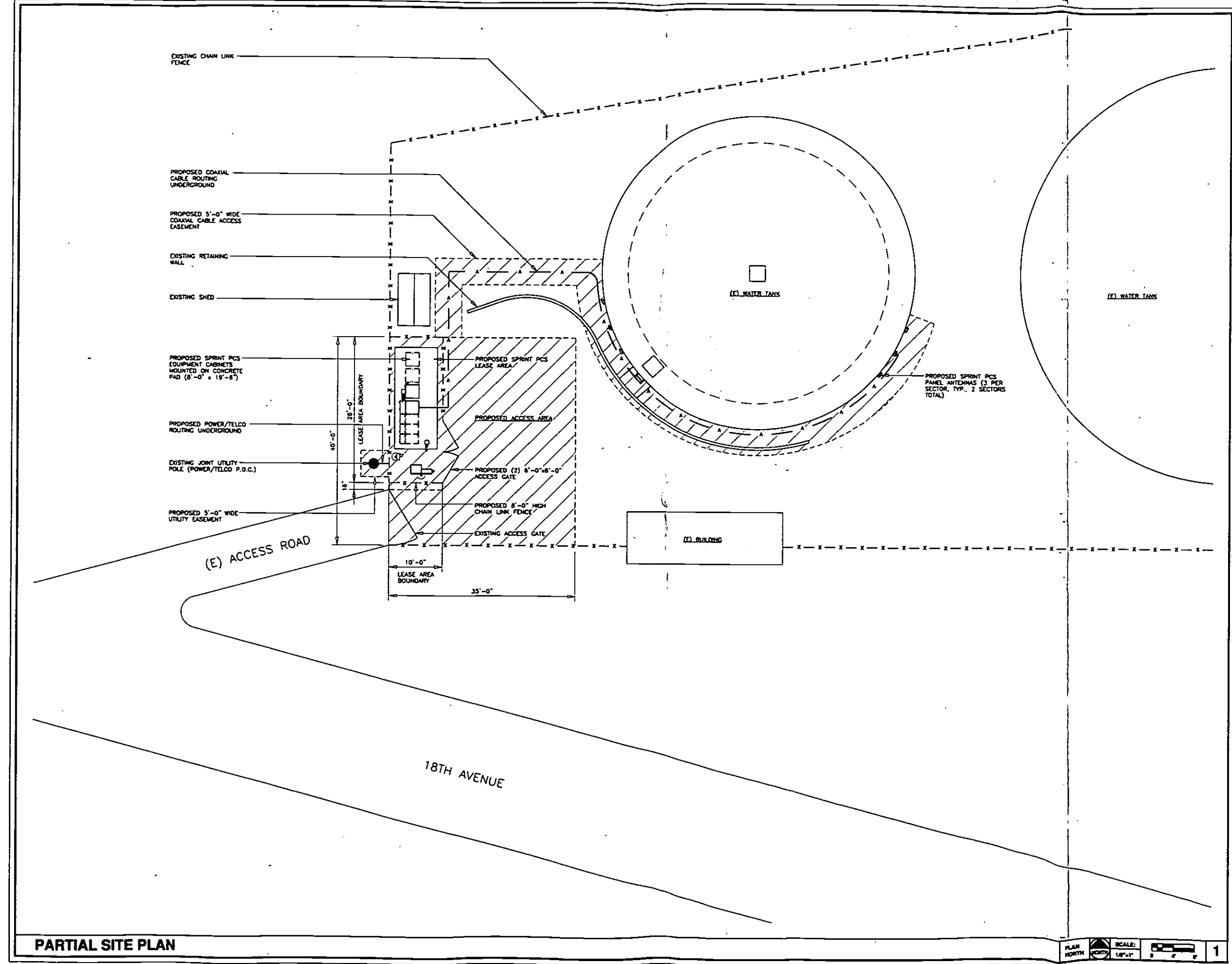


SSLP Initials





Note: Owner and SSLP may, at SSLP's option, replace this Exhibit with an exhibit setting forth the legal description of the property on which the Site is located and/or an as-built drawing depicting the Site.

*[Use this Exhibit A for PCS Site Agreement, Memorandum of PCS Site Agreement, Option Agreement and Memorandum of Option Agreement.]



PARTIAL SITE PLAN

PLAN NORTH  SCALE: 1/8"=1'  1



Sprint PCS™
4683 CHABOT DRIVE, SUITE 100
PLEASANTON, CA 94588

PROJECT INFORMATION:
CAMAS
PO33xc138
18TH STREET & FARGO WATER TANKS
CAMAS, WA 98607
CLARK COUNTY

CURRENT ISSUE DATE:
1/15/98

ISSUED FOR:
EXHIBIT B

REV.	DATE	DESCRIPTION	BY
1	1/15/98	ISSUED FOR EXHIBIT B	HT

PLANS PREPARED BY:

DELTA GROUPS
ENGINEERING, INC.
CONSULTING ENGINEERS
5990 STONEMIDGE DRIVE, SUITE 119
PLEASANTON, CA 94588
TEL 925-468-0115 FAX 925-468-0350

CONSULTANT:

DRAWN BY: HT CHK.: APV.:

LICENSURE:

SHEET TITLE:
SITE PLAN

SHEET NUMBER: **B1** REVISION: **1**
998148