Site Name: Camas Watertank **Site ID #: PO33XC138**

AMENDMENT NO. 1 TO FACILITIES LEASE

This Amendment No. 1 to Facilities Lease (this "**Amendment**"), effective as of the date last signed below ("**Effective Date**"), amends a certain Facilities Lease between Sprint Spectrum Realty Company, L.P., successor in interest to Sprint Spectrum L.P. ("**Lessee**"), and City of Camas ("**Lessor**"), dated May 1, 1999 (the "**Agreement**").

BACKGROUND

WHEREAS, the original agreement and installation provided for six (6) antenna locations along with a ground support area

WHEREAS, Lessee desires to maintain the antenna facilities on the Site by replacing and upgrading the antennas and other equipment, as more particularly described in Exhibit B-1 annexed hereto

WHEREAS, the Lessor allows for maintenance of the existing antenna facility as long as there is no expansion or added antenna facilities, and Lessee and Lessor desire to modify the provisions of the Agreement as provided below.

AGREEMENT

For good and valuable consideration the receipt and sufficiency of which are acknowledged, Lessor and Lessee agree as follows:

1. **Modification to the Antenna Facilities.** Exhibit B to the Agreement is hereby amended to include the modifications identified on Exhibit B-1, a copy of which is attached and made a part hereof. Exhibit B-1 supplements Exhibit B to the Agreement, and shall not be deemed to supersede or otherwise modify Exhibit B or any part thereof except to the extent specifically set forth in Exhibit B-1. Upon full execution of this Amendment, Lessee shall obtain permits required to do all work necessary to prepare, maintain and alter the Site to install or otherwise modify the Antenna Facilities, all as more fully described and contemplated in Exhibit B-1

2. **Frequency Use**. Provided that any frequencies used by Lessee will not cause interference with the properly licensed and permitted pre-existing frequencies in use or in operation at the Antenna Facilities and notwithstanding anything to the contrary contained herein, Lessee may operate the Antenna Facilities at any frequencies for which it has all requisite permits, leases or licenses.

3. **Notice Address**. The notice addresses in Section 21 of the Agreement or referenced therein for the party or parties listed below are hereby deleted in their entirely and replaced with the following:

To Lessor:	City of Camas 616 Northeast Fourth Avenue Camas, Washington 98607
To Lessee:	Sprint/Nextel Property Services Sprint Site ID: PO33XC138 Mailstop KSOPHT0101-Z2650 6391 Sprint Parkway Overland Park, Kansas 66251-2650

With a mandatory copy to: Sprint/Nextel Law Department
Sprint Site ID: PO33XC138
Mailstop KSOPHT0101-Z2020
6391 Sprint Parkway
Overland Park, Kansas 66251-2020
Attn.: Real Estate Attorney

4. **General Terms and Conditions**.

a. All capitalized terms used in this Amendment, unless otherwise defined herein, will have the same meaning as the terms contained in the Agreement.

b. In case of any inconsistencies between the terms and conditions contained in the Agreement and the terms and conditions contained in this Amendment, the terms and conditions herein will control. Except as set forth below, all provisions of the Agreement are ratified and remain unchanged and in full force and effect.

c. This Amendment may be executed in duplicate counterparts, each of which will be deemed an original.

d. Each of the parties represents and warrants that it has the right, power, legal capacity and authority to enter into and perform its respective obligations under this Amendment.

*****SIGNATURES ON FOLLOWING PAGE*****

The parties have executed this Amendment as of the Effective Date.

Lessor:
City of Camas

By: _____

Printed Name: Scott Higgins

Title: Mayor

Date: November 5, 2012
(Date must be completed)

Lessee:
Sprint Spectrum Realty Company, L.P., successor in interest to Sprint Spectrum L.P.

By: _____

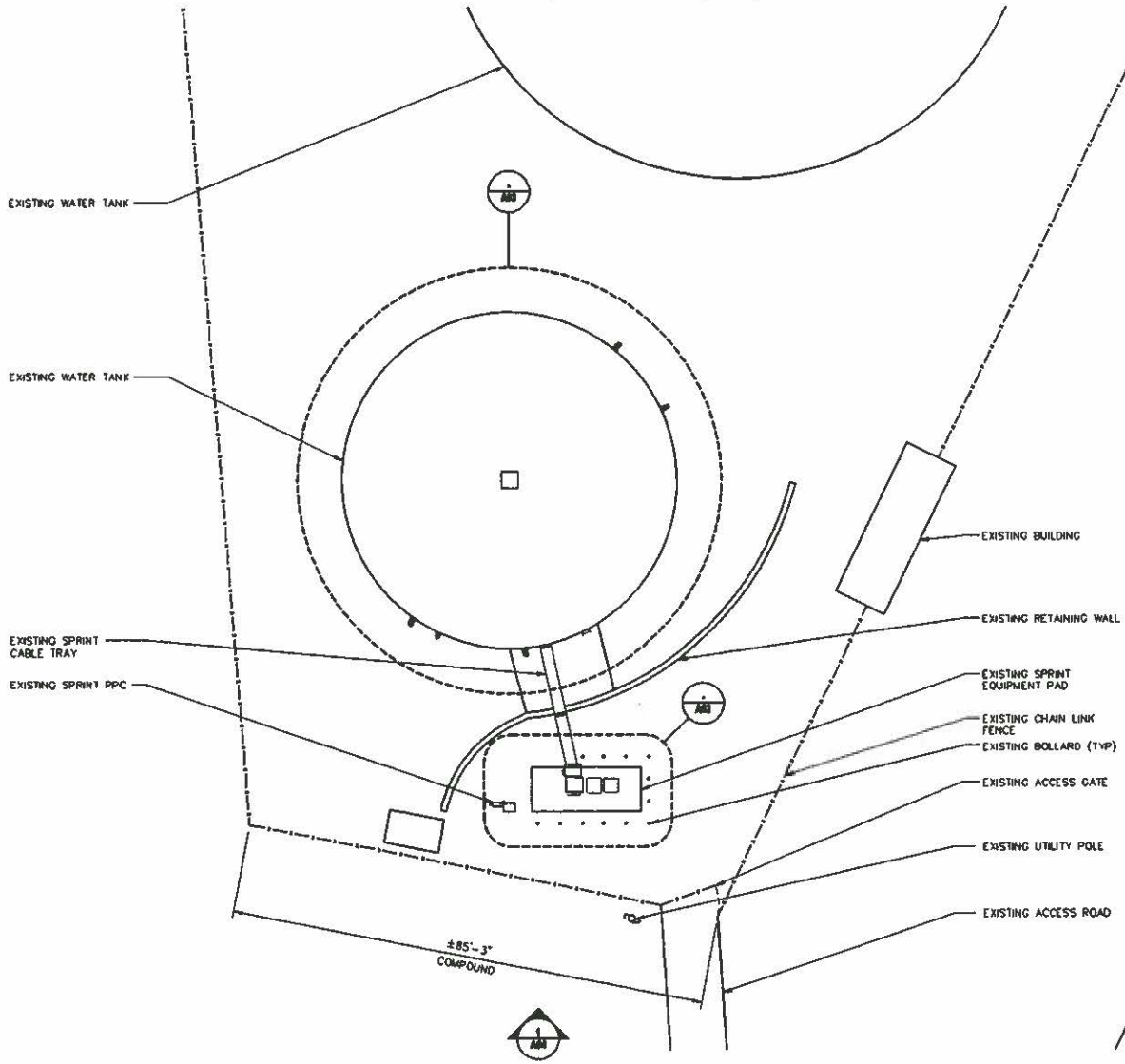
Printed Name: Brian C. Kooyman

Title: Manager Real Estate

Date: 11/16/12
(Date must be completed)

Exhibit B-1

[see attached]



NOTE
CONTRACTOR TO OBTAIN A STRUCTURAL ANALYSIS AND SIGNED AND SEALED CONSTRUCTION DRAWINGS PRIOR TO CONSTRUCTION.

1 COMPOUND PLAN - EXISTING

11x17 SCALE: 1" = 20' | 24x36 SCALE: 1" = 10'

Sprint

REV.	DATE	REVISION DESCRIPTION	DRAWN BY	CHKD. BY
B	04-03-12	REVISED PER CLIENT COMMENTS	KAZ	JMH
A	03-15-12	INITIAL SUBMISSION - NOT FOR CONSTRUCTION	KAZ	JMH

PRELIMINARY
NOT FOR CONSTRUCTION

PROJECT NUMBER: 332.3065

SITE INFORMATION:
2822 NW 16TH STREET
CAMAS, WA 98607
CLARK COUNTY

PO33XC138

DESIGN TYPE: SITE MODIFICATION

DRAWN BY: KAZ | CHECKED BY: | DATE: 03-08-12

SHEET TITLE: COMPOUND PLAN

SHEET NUMBER: A01 | REV: B

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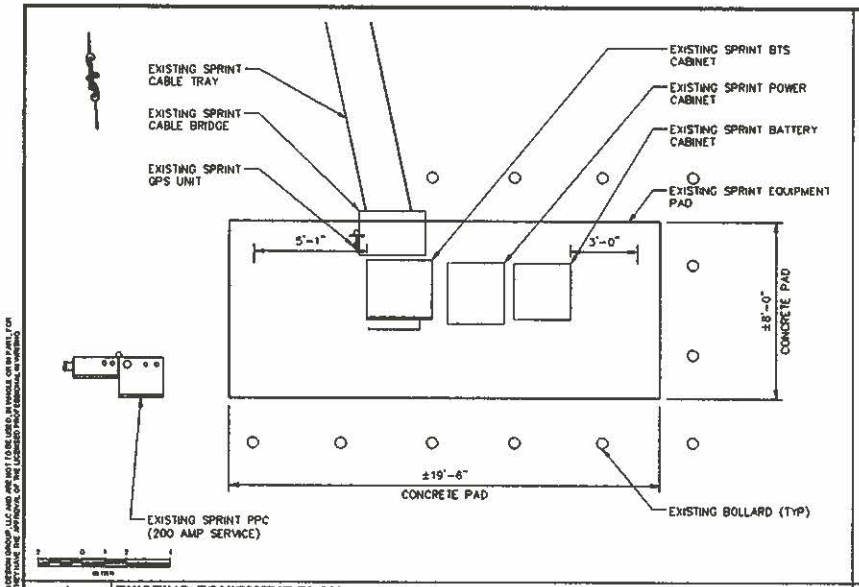
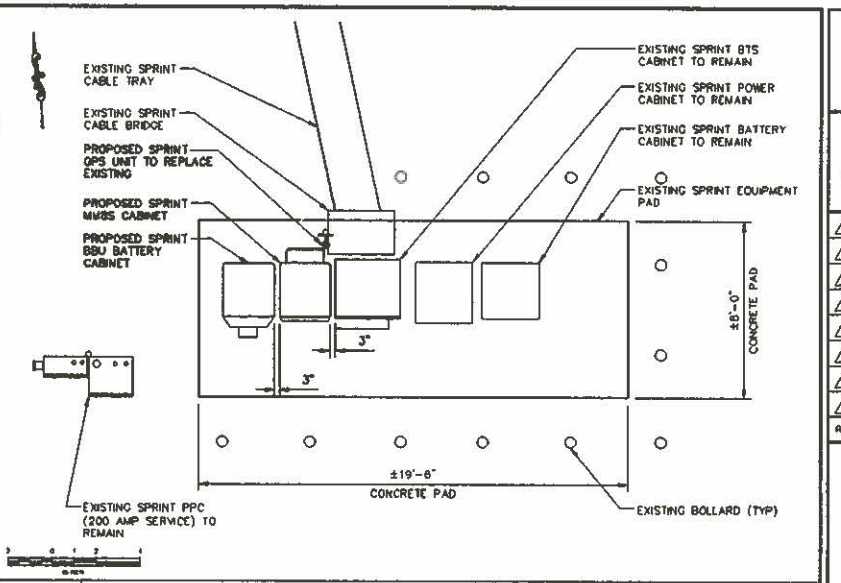


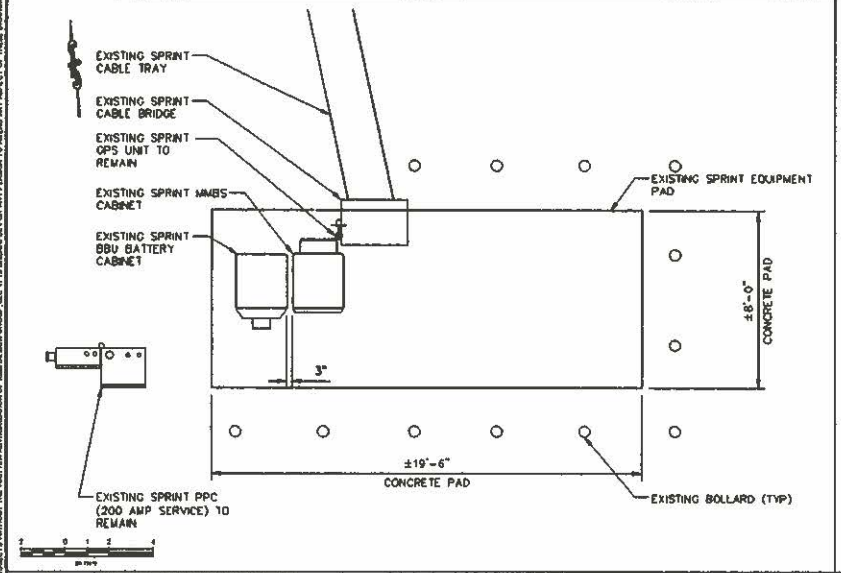
1 **EXISTING EQUIPMENT PLAN**

11x17 SCALE: 3/16" = 1'-0" | 24x36 SCALE: 3/8" = 1'-0"



2 **INTERIM EQUIPMENT PLAN**

11x17 SCALE: 1/4" = 1'-0" | 24x36 SCALE: 1/2" = 1'-0"



3 **FINAL EQUIPMENT PLAN**

11x17 SCALE: 1/4" = 1'-0" | 24x36 SCALE: 1/2" = 1'-0"

NOTE:
CONTRACTOR TO OBTAIN A STRUCTURAL ANALYSIS AND SIGNED AND SEALED CONSTRUCTION DRAWINGS PRIOR TO CONSTRUCTION.

Sprint

REV.	DATE	REVISION DESCRIPTION	DRAWN BY	CHKD BY
B	09-13-12	REVISED PER CLIENT COMMENTS	KAZ	JAS
A	09-13-12	INITIAL SUBMISSION NOT FOR CONSTRUCTION	KAZ	JAS

PRELIMINARY
NOT FOR CONSTRUCTION

PROJECT NUMBER:
332.3065

SITE INFORMATION:
2822 NW 18TH STREET
CAMAS, WA 98607
CLARK COUNTY

PO33XC138

DESIGN TYPE:
SITE MODIFICATION

DRAWN BY:	CHECKED BY:	DATE:
KAZ		03-06-12

SHEET TITLE:
EQUIPMENT PLANS

SHEET NUMBER: A02 | REV: B

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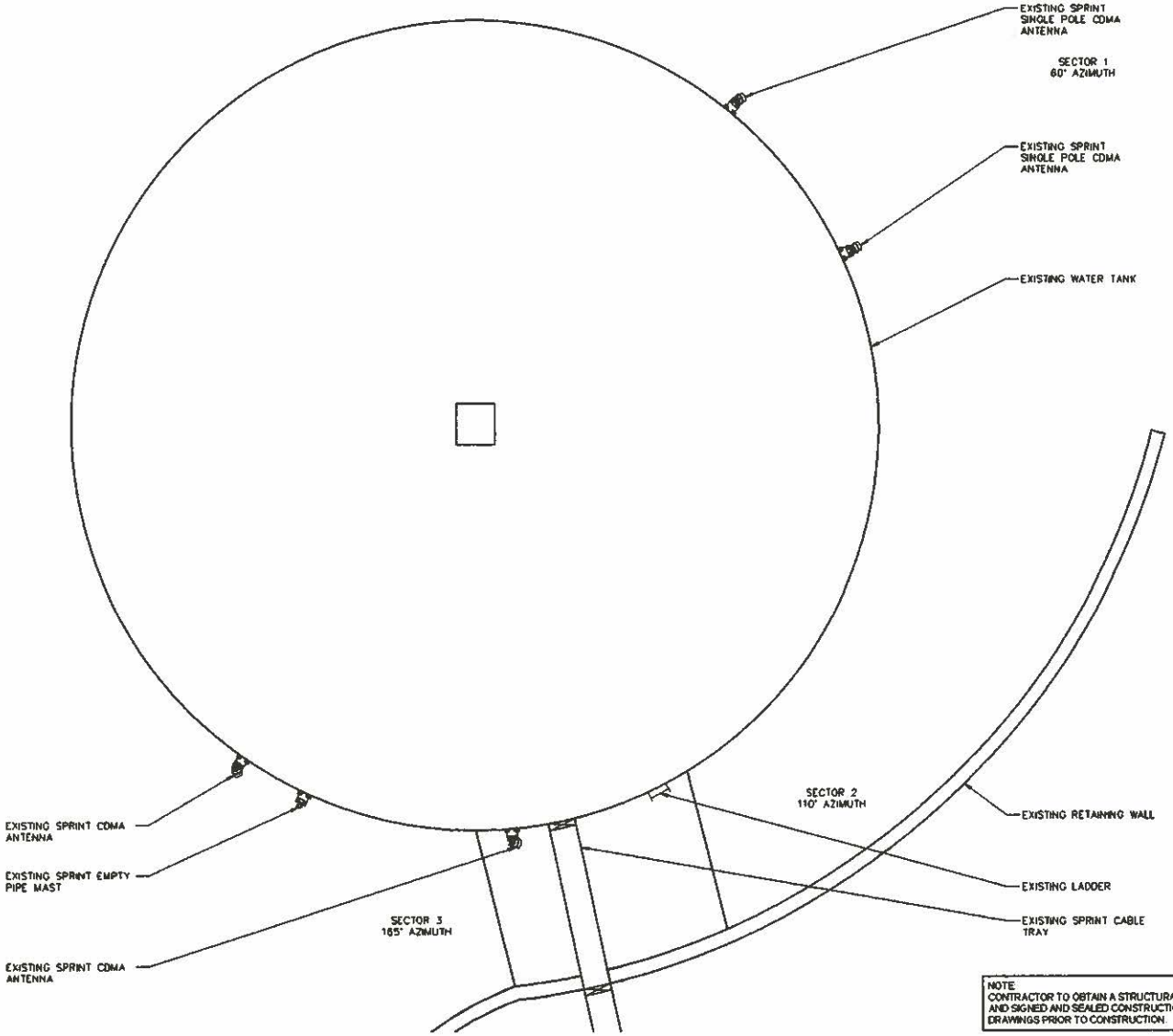

NOTE
CONTRACTOR TO OBTAIN A STRUCTURAL ANALYSIS AND SIGNED AND SEALED CONSTRUCTION DRAWINGS PRIOR TO CONSTRUCTION.

1 EXISTING ANTENNA PLAN (ALL SECTORS)

11x17 SCALE: 1/8" = 1'-0" | 24x36 SCALE: 1/4" = 1'-0"

Sprint

REV	DATE	REVISION DESCRIPTION	DRAWN BY	CHKD BY
B	04/05/12	REVISED PER CLIENT COMMENTS	KAZ	JRD
A	03/19/12	INITIAL SUBMISSION NOT FOR CONSTRUCTION	KAZ	JRD

PRELIMINARY
NOT FOR CONSTRUCTION

PROJECT NUMBER:
332.3065

SITE INFORMATION:
2822 NW 18TH STREET
CAMAS, WA 98607
CLARK COUNTY

PO33XC138

DESIGN TYPE:
SITE MODIFICATION

DRAWN BY:	CHECKED BY:	DATE:
KAZ		03-08-12

SHEET TITLE:
EXISTING ANTENNA PLAN (ALL SECTORS)

SHEET NUMBER: A03

REV: B

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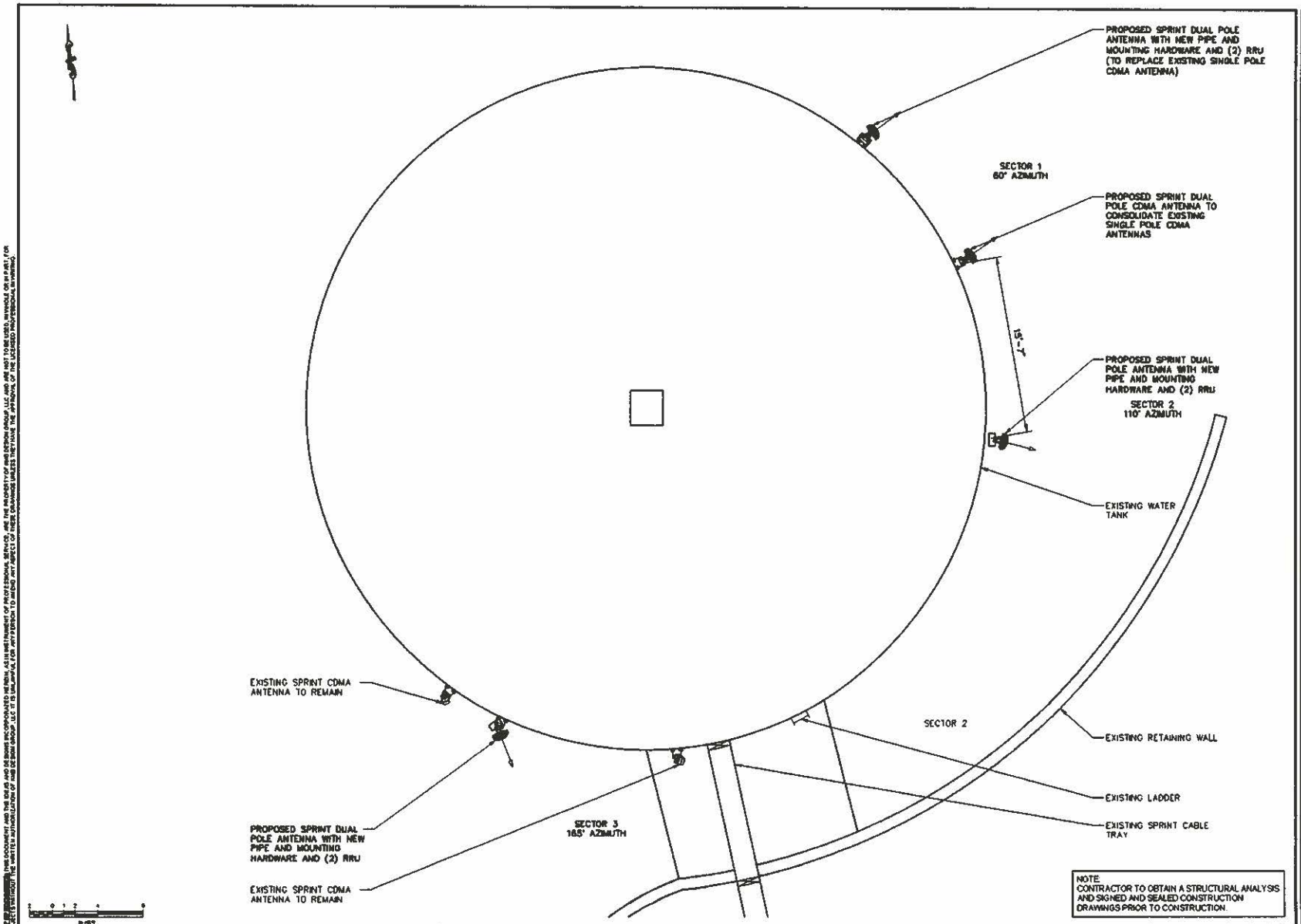

1 INTERIM ANTENNA PLAN (ALL SECTORS)

11x17 SCALE: 1/8" = 1'-0" | 24x36 SCALE: 1/4" = 1'-0"

Sprint

REV.	DATE	REVISION DESCRIPTION	DRAWN BY	CHKD BY
B	03-08-12	REVISED PER CLIENT COMMENTS	KAZ	JNG
A	02-29-12	INITIAL SUBMISSION NOT FOR CONSTRUCTION	KAZ	JNG

PRELIMINARY
NOT FOR CONSTRUCTION

PROJECT NUMBER:
332.3065

SITE INFORMATION
2822 NW 18TH STREET
CAMAS, WA 98607
CLARK COUNTY

PO33XC138

DESIGN TYPE:
SITE MODIFICATION

DRAWN BY:	CHECKED BY:	DATE:
KAZ		03-08-12

SHEET TITLE:
INTERIM ANTENNA PLAN (ALL SECTORS)

SHEET NUMBER: A03A

REV: B

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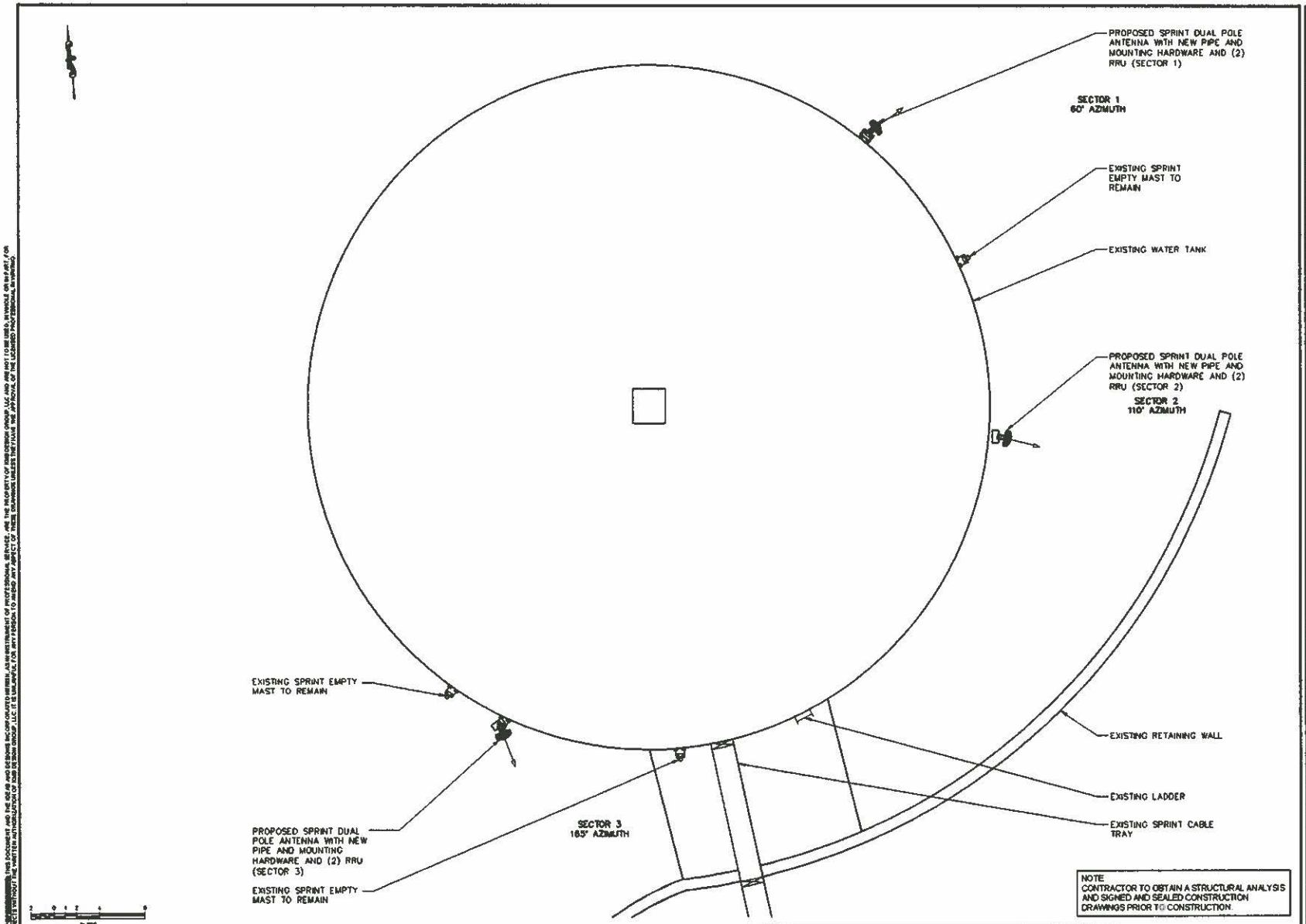

1 FINAL ANTENNA PLAN (ALL SECTORS)

11x17 SCALE: 1/8" = 1'-0" | 24x36 SCALE: 1/4" = 1'-0"

Sprint

REV.	DATE	REVISION DESCRIPTION	DRAWN BY	CHKD BY
B	04/05/12	REVISED PER CLIENT COMMENTS	KJS	JRS
A	03/13/12	INITIAL SUBMISSION NOT FOR CONSTRUCTION	KAZ	JRS

PRELIMINARY
NOT FOR CONSTRUCTION

PROJECT NUMBER: 332.3065

SITE INFORMATION:
2822 NW 18TH STREET
CAMAS, WA 98607
CLARK COUNTY

PO33XC138

DESIGN TYPE: SITE MODIFICATION

DRAWN BY:	CHECKED BY:	DATE:
KAZ		03-06-12

SHEET TITLE: FINAL ANTENNA PLAN (ALL SECTORS)

SHEET NUMBER: A03B | REV: B

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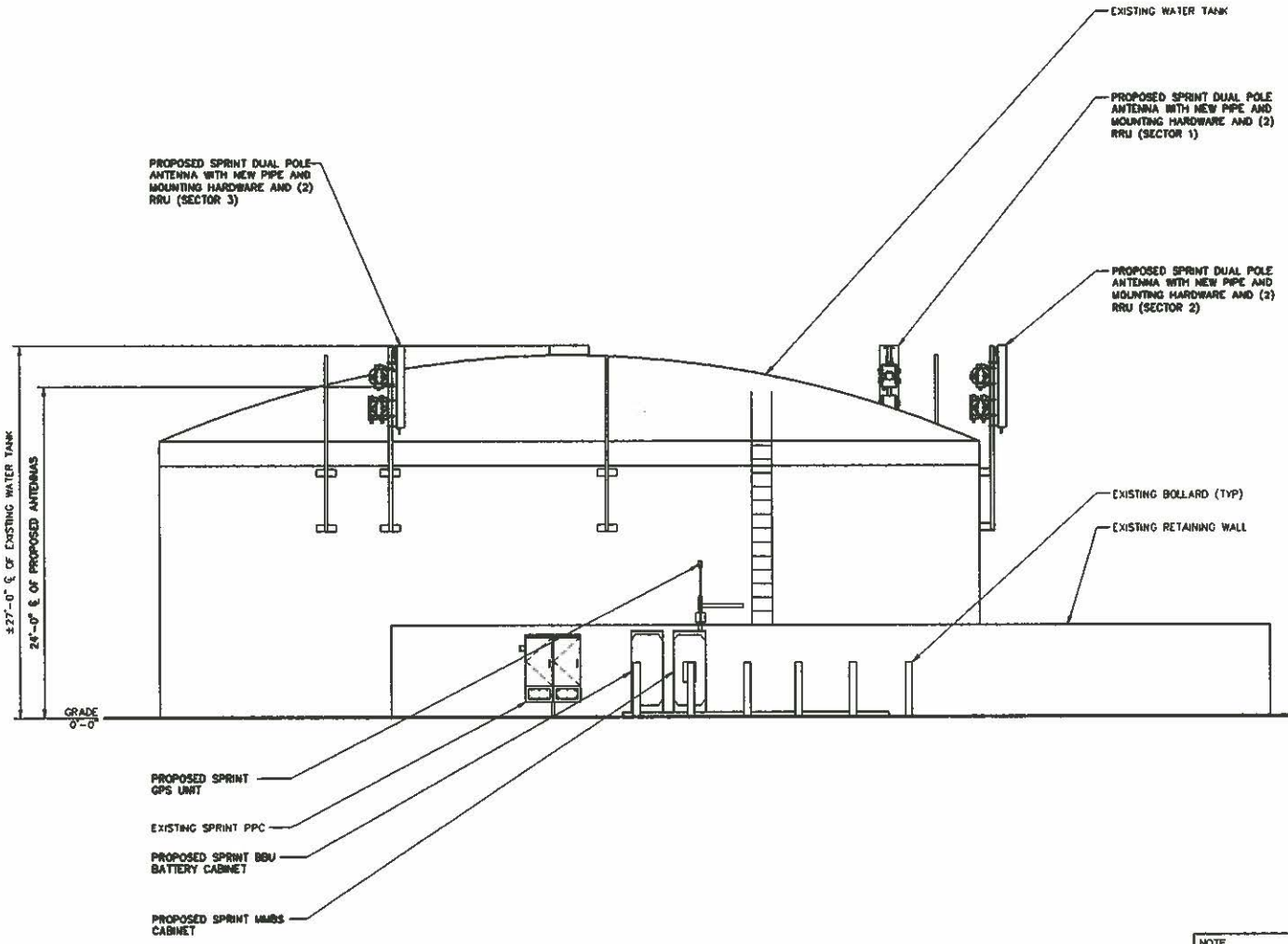

NOTE:
CONTRACTOR TO OBTAIN A STRUCTURAL ANALYSIS AND SIGNED AND SEALED CONSTRUCTION DRAWINGS PRIOR TO CONSTRUCTION.

1 SOUTH ELEVATION

11x17 SCALE: 1/8" = 1'-0" | 24x36 SCALE: 1/4" = 1'-0"

Sprint

REV.	DATE	REVISION DESCRIPTION	DRAWN BY	CHKD BY
B	03-08-12	REVISED PER CLIENT COMMENTS	KAZ	JAB
A	02-16-12	INITIAL SUBMISSION NOT FOR CONSTRUCTION	KAZ	JAB

PRELIMINARY

PROJECT NUMBER: 332.3065

SITE INFORMATION:
2822 NW 18TH STREET
CAMAS, WA 98607
CLARK COUNTY

PO33XC138

DESIGN TYPE: SITE MODIFICATION

DRAWN BY: KAZ | CHECKED BY: | DATE: 03-08-12

SHEET TITLE: ELEVATION

SHEET NUMBER: A04 | REV.: B

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