

## FIRST AMENDMENT TO WIRELESS TELECOMMUNICATIONS SITE LEASE

THIS FIRST AMENDMENT TO WIRELESS TELECOMMUNICATIONS SITE LEASE ("First Amendment") is effective as of the last date of the party to sign below ("Effective Date"), by and between The City of Oregon City, Oregon ("Landlord"), and T-Mobile West LLC, a Delaware limited liability company as successor in interest to T-Mobile West Corporation ("Tenant") (Collectively the "Parties").

### Recitals

The Parties hereto recite, declare and agree as follows:

A. Landlord and Tenant entered into a WIRELESS TELECOMMUNICATIONS SITE LEASE, dated March 29, 2006 (the "Lease") for leased premises (the "Premises") located at 18847 Boynton St., Oregon City, OR 97045 (the "Property").

B. Landlord and Tenant desire to enter into this First Amendment in order to modify and amend certain provisions of the Lease.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant covenant and agree as follows:

1. Landlord Consent. Landlord hereby grants Tenant the right and consents to Tenant's expansion of the Premises and the installation of equipment as described and depicted in Exhibit "C-1", which is attached hereto and by this reference incorporated herein, which equipment shall be considered part of the "Antenna Facilities" under the Lease.

2. Rent and Costs. The Rent that Tenant pays Landlord will be increased by Six Hundred Dollars (\$600.00) per month as of thirty (30) days from the date of commencement of construction for the modification of the additional equipment. Thereafter, Rent shall be payable in accordance with the terms of the Lease. The parties hereby agree that, as of the date of this First Amendment, there are no payment obligations of Tenant under the Lease, including but not limited to the payment of Rent, or other costs or fees, that are overdue; and that any future charges payable under the Lease by Tenant shall be billed by Landlord to Tenant within twelve (12) months from the date the charges were incurred or due; otherwise the charges shall be deemed time-barred, waived and released by Landlord. The increased rent amount shall be subject to the annual 4% increase as described in the Lease.

3. Tenant's Notice Address. Tenant's notice addresses in the Lease are deleted in their entirety and replaced with the following:

If to Tenant:

T-Mobile USA, Inc.  
12920 S.E. 38<sup>th</sup> Street  
Bellevue, WA 98006  
Attn.: Lease Compliance  
Site No. PO01132A

4. Landlord Obligations. Notwithstanding anything to the contrary contained in the Lease, Landlord shall be responsible, at its sole cost and expense, for maintaining all portions of the Property in good order and condition and in compliance with all applicable laws, including without limitation, the roof, any support structure owned by Landlord, HVAC, plumbing, elevators, landscaping, and common areas.

5. Terms; Conflicts. The terms and conditions of the Lease are incorporated herein by this reference, and capitalized terms used in this First Amendment shall have the same meanings such terms are given in the Lease. Except as specifically set forth herein, this First Amendment shall in no way modify, alter or amend the remaining

terms of the Lease, all of which are ratified by the parties and shall remain in full force and effect. To the extent there is any conflict between the terms and conditions of the Lease and this First Amendment, the terms and conditions of this First Amendment will govern and control.

6. Approvals. Landlord represents and warrants to Tenant that the consent or approval of no third party, including, without limitation, a lender, is required with respect to the execution of this First Amendment, or if any such third party consent or approval is required, Landlord has obtained any and all such consents or approvals.

7. Authorization. The persons who have executed this First Amendment represent and warrant that they are duly authorized to execute this First Amendment in their individual or representative capacity as indicated.

8. Signatures. This Amendment may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute a single instrument. Signed facsimile and electronic copies of this Amendment shall legally bind the parties to the same extent as original documents.

IN WITNESS WHEREOF, the Parties have executed this First Amendment on the day and year first written above.

Landlord:  
The City of Oregon City, Oregon

Tenant:  
**T-Mobile West LLC, a Delaware limited liability company**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

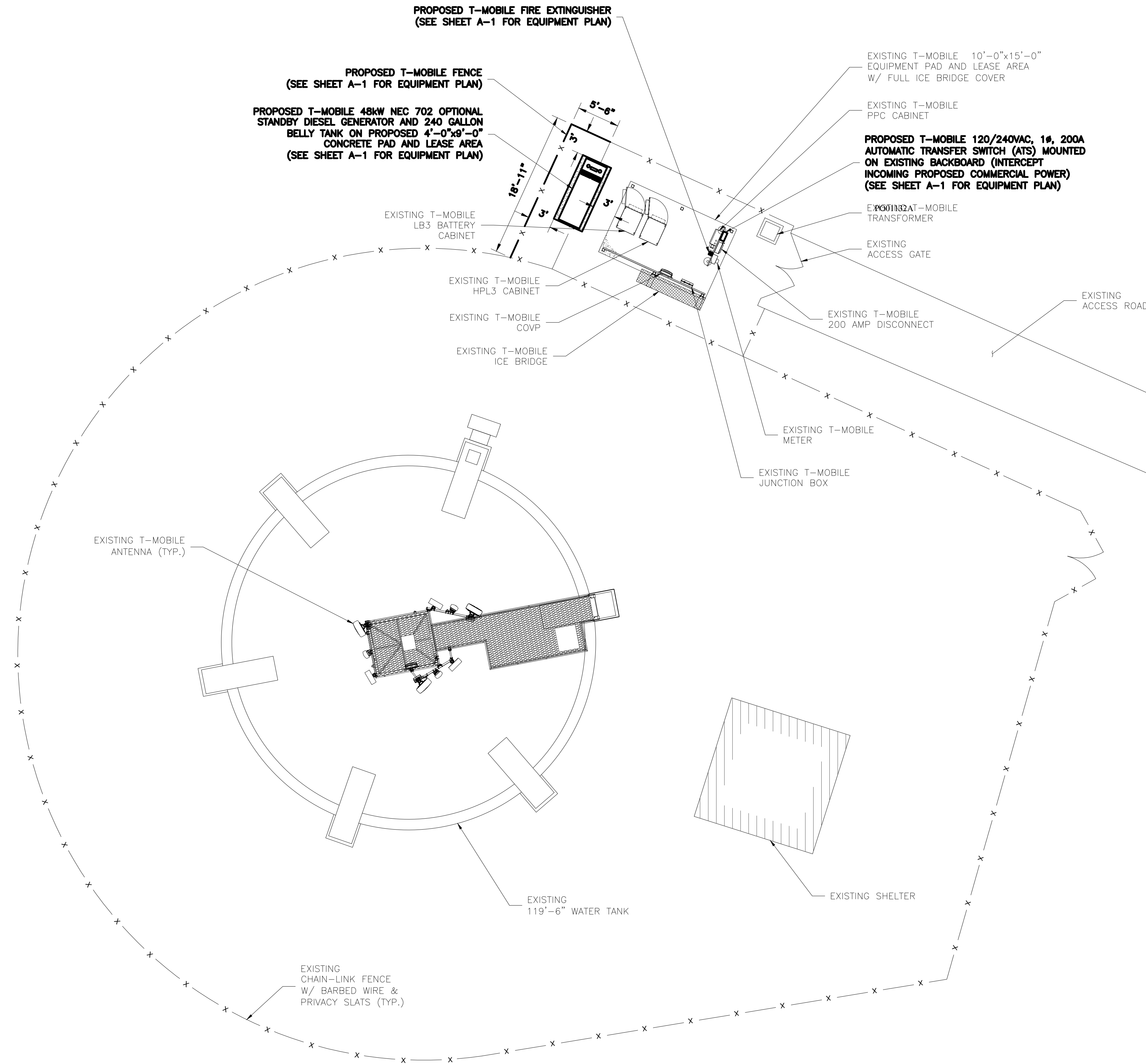
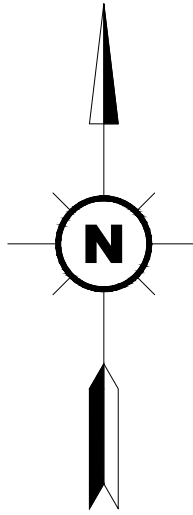
Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

# Exhibit C-1

T-Mobile Site No: PO01132A  
Site address: 18847 Boynton



## GENERAL NOTES

1. THE CONTRACTOR SHALL COMPLY WITH ALL APPLICABLE CODES, ORDINANCES, LAWS AND REGULATIONS OF ALL MUNICIPALITIES, UTILITIES COMPANY OR OTHER PUBLIC AUTHORITIES.
2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL PERMITS AND INSPECTIONS THAT MAY BE REQUIRED BY ANY FEDERAL, STATE, COUNTY OR MUNICIPAL AUTHORITIES.
3. THE CONTRACTOR SHALL NOTIFY THE CONSTRUCTION MANAGER, IN WRITING, OF ANY CONFLICTS, ERRORS OR OMISSIONS PRIOR TO THE SUBMISSION OF BIDS OR PERFORMANCE OF WORK. MINOR OMISSIONS OR ERRORS IN THE BID DOCUMENTS SHALL NOT RELIEVE THE CONTRACTOR FROM RESPONSIBILITY FOR THE OVERALL INTENT OF THESE DRAWINGS.
4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING ALL EXISTING SITE IMPROVEMENTS PRIOR TO COMMENCING CONSTRUCTION. THE CONTRACTOR SHALL REPAIR ANY DAMAGE CAUSED AS A RESULT OF CONSTRUCTION OF THIS FACILITY.
5. THE SCOPE OF WORK FOR THIS PROJECT SHALL INCLUDE PROVIDING ALL MATERIALS, EQUIPMENT AND LABOR REQUIRED TO COMPLETE THIS PROJECT. ALL EQUIPMENT SHALL BE INSTALLED IN ACCORDANCE WITH THE MANUFACTURER'S RECOMMENDATIONS.
6. THE CONTRACTOR SHALL VISIT THE PROJECT SITE PRIOR TO SUBMITTING A BID TO VERIFY THAT THE PROJECT CAN BE CONSTRUCTED IN ACCORDANCE WITH THE CONTRACT DOCUMENTS.
7. THE FACILITY IS UNMANNED AND NOT FOR HUMAN HABITATION. (THERE IS NO HANDICAP ACCESS REQUIRED).
8. THE FACILITY IS UNMANNED AND DOES NOT REQUIRE POTABLE WATER OR SANITARY SERVICE.
9. THE PROPOSED DEVELOPMENT DOES NOT INCLUDE OUTDOOR STORAGE OR ANY SOLID WASTE RECEPTACLES.
10. THE PROPOSED DEVELOPMENT DOES NOT INCLUDE STREET SIGNS OF ANY TYPE. NO SIGNS WILL BE POSTED EXCEPT THOSE REQUIRED.
11. NO SIGNIFICANT NOISE, SMOKE, DUST OR ODOR WILL RESULT FROM THIS FACILITY.
12. ELEVATIONS REFER TO THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD 88).



T-MOBILE WEST LLC  
830 NORTHEAST HOLLADAY STREET  
PORTLAND, OREGON 97232



7543 WOODLEY AVENUE SUITE 201  
VAN NUYS, CALIFORNIA 91406

**SAC: KAYLEE GREER WALDO**  
**T-MOBILE: JAKE WARREN**  
**A&E: TRISTRAM HOKENSON**

SCHEDULE OF REVISIONS		
REV. NO.	DATE	DESCRIPTION OF CHANGES
6		
5		
4		
3		
2		
1		
0	05-13-2022	FINAL CDs
A	04-12-2022	PRELIMINARY CDs

<b>DRAWN BY:</b>	SA
<b>CHECKED BY:</b>	SP
<b>SCALE:</b>	NOTED
<b>JOB NO:</b>	19W0133.001

**DRAWING TITLE:**

**COMPOUND PLAN**

**DRAWING SHEET:**

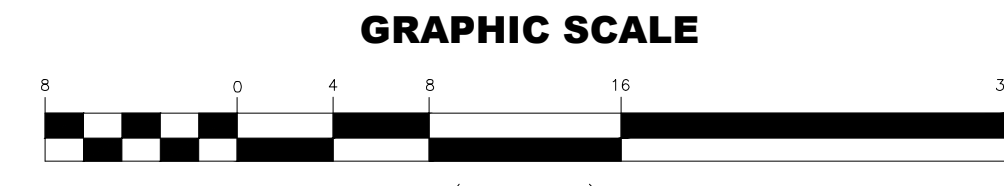
**S-1**

**PO01132A**  
**OREGON CITY**  
**18851 BOYNTON STREET**  
**OREGON CITY, OR 97045**

**SHEET NO. 5 OF 15**

**TRISTRAM HOKENSON, P.E.**  
OREGON PROFESSIONAL ENGINEER  
LICENSE # 96778PE / EXPIRATION 06/30/2023

**1**  
**S-1** **COMPOUND PLAN**  
SCALE: 1/8"=1'-0"



(SCALE BASED ON FULL SIZE 24"x36" SHEETS ONLY)  
(DO NOT USE SCALE ON OTHER SIZED DRAWINGS)