



City Council Workshop Agenda Monday, May 01, 2023, 4:30 PM Council Chambers, 616 NE 4th AVE

NOTE: The City welcomes public meeting citizen participation. TTY Relay Service: 711. In compliance with the ADA, if you need special assistance to participate in a meeting, contact the City Clerk's office at (360) 834-6864, 72 hours prior to the meeting so reasonable accommodations can be made (28 CFR 35.102-35.104 ADA Title 1)

To observe the meeting (no public comment ability)

- go to www.cityofcamas.us/meetings and click "Watch Livestream" (left on page)

To participate in the meeting (able to public comment)

- go to <https://us06web.zoom.us/j/83054648980>

(public comments may be submitted to publiccomments@cityofcamas.us)

CALL TO ORDER

ROLL CALL

PUBLIC COMMENTS

WORKSHOP TOPICS

1. [Library Staffing Reorganization](#)
[Presenter: Connie Urquhart, Library Director](#)
[Time Estimate: 15 minutes](#)
2. [City of Camas 2023 First Quarter Financial Performance Presentation](#)
[Presenter: Cathy Huber Nickerson, Finance Director](#)
[Time Estimate: 15 minutes](#)
3. [Sprint/T-Mobile Lower Prune Hill Lease Amendment & Renewal](#)
[Presenter: Rob Charles, Utilities Manager](#)
[Time Estimate: 5 minutes](#)
4. Staff Miscellaneous Updates
Presenter: Doug Quinn, City Administrator
Time Estimate: 10 minutes

COUNCIL COMMENTS AND REPORTS

PUBLIC COMMENTS

CLOSE OF MEETING



Staff Report

May 1, 2023 Council Workshop Meeting

Library Staffing Reorganization

Presenter: Connie Urquhart, Library Director

Time Estimate: 15 minutes

| Phone | Email |
|--------------|--------------------------|
| 360.817.7201 | curquhart@cityofcamas.us |

BACKGROUND: When the City renegotiated its Library union contract, a request was made by the bargaining unit for the City to perform a salary study at that time. Because the Library was embarking on an extensive community engagement process as part of its strategic plan, it made an agreement to delay one year and to exact the salary study at the beginning of 2023. This is noted in the Library's section of the 2023-2024 Fiscal Biennium Budget document.

SUMMARY: Staff will provide results of the salary study, along with recommendations for a staffing reorganization based on the community engagement and strategic planning process. A short presentation will cover the new staffing structure, its benefits and how it aligns with community need, and next steps. Key changes include:

- Reclassification of two Library Aides to Library Assistants (part-time positions).
- Reclassification of two Library Associates to Library Coordinators (full-time positions).
- Reconciliation of one position currently paid under market value.

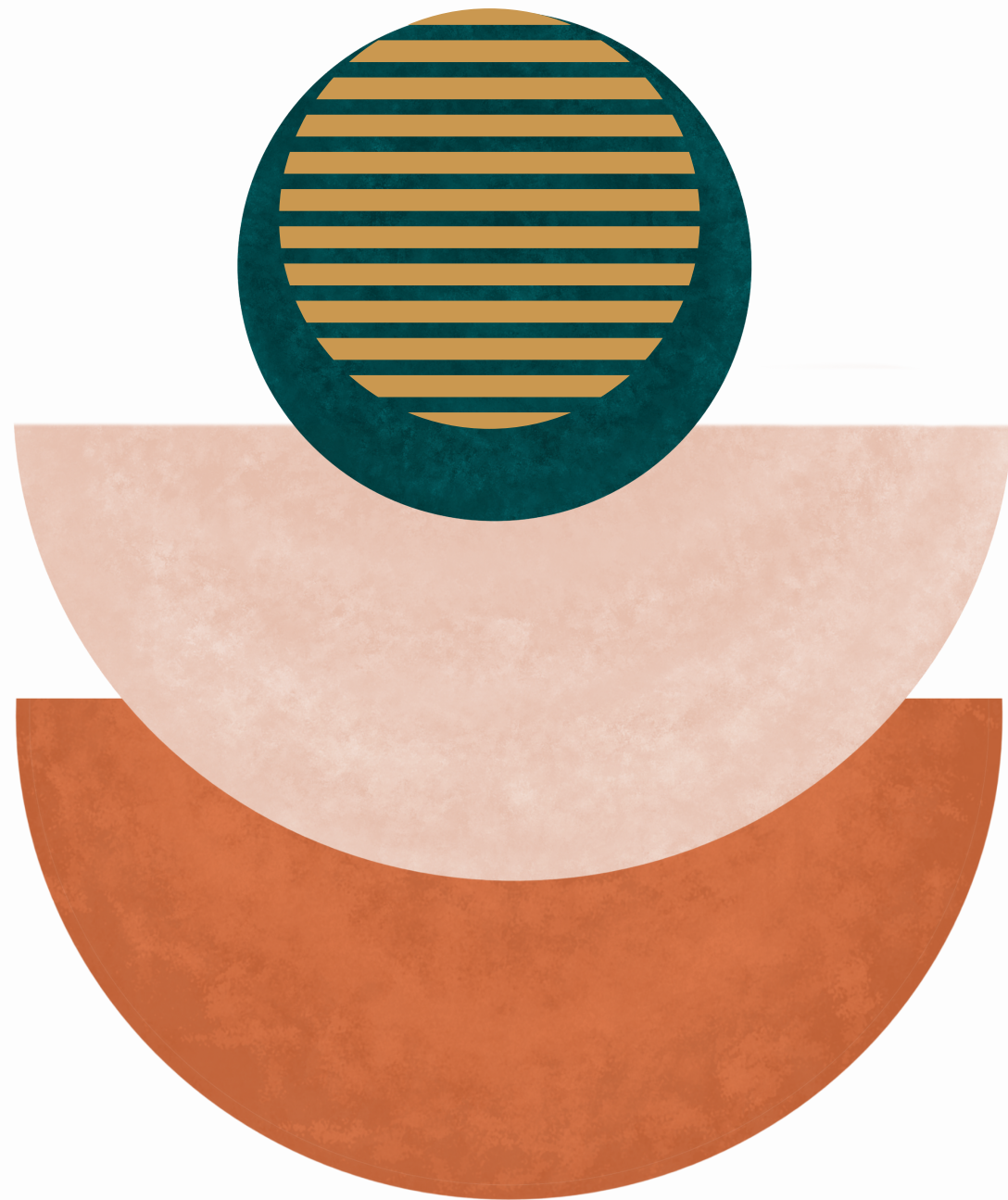
No new positions will be added.

BENEFITS TO THE COMMUNITY: The new structure allows the Library to reflect the needs of the community as discovered in last year's community engagement process. The new structure also incorporates the Library's mission and strategic goals that was crafted with the community's input in mind. For a visual to see how this applies, please reference the attached slides.

In addition, the improved staffing structure plans for succession, providing more opportunities for entry-level staff to move up and for the City to retain talent. Finally, this reorganization allows for long-range planning, without adding any new positions.

BUDGET IMPACT: Change to 2023 budget will be included in the Spring Omnibus for \$23,500. Change to 2024 budget is \$49,115.

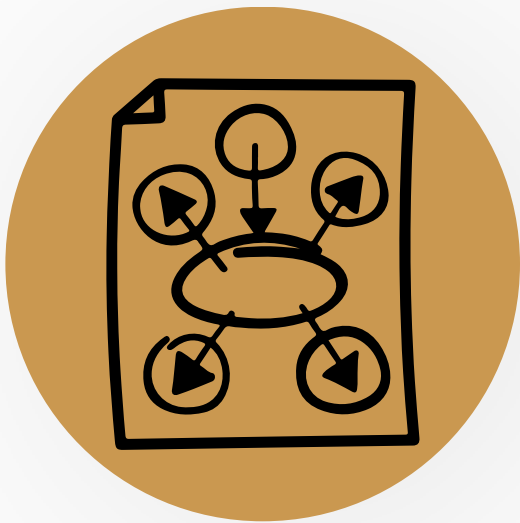
RECOMMENDATION: This is for Council's information only.



LIBRARY STAFFING REORGANIZATION

CAMAS CITY COUNCIL PRESENTATION

OVERVIEW



COMMUNITY ALIGNMENT

CONSIDERATIONS OF THE
CURRENT STRATEGIC PLAN,
RECENT COMMUNITY
ENGAGEMENT, AND LIBRARY
MISSION STATEMENT



ADDITIONAL BENEFITS

RETAINING STRONG
EMPLOYEES FOR LONG-RANGE
PLANS



MARKET STUDY

RESULTS OF A RECENT
MARKET STUDY



NEXT STEPS

COUNCIL'S DECISION POINTS

COMMUNITY NEED



COMMUNITY INPUT

- More programs, especially for young children.
- More and varied resources, specifically books.
- Increased/better communication about events.
- Make using the Library convenient and easy.



STRATEGIC GOALS

- Remove barriers.
- Focus on early literacy.
- Build or strengthen partnerships.
- Encourage lifelong learning at every age.



MISSION

The Camas Public Library is dedicated to serving our community with

- Meaningful connections,
- Engaging enrichment, and
- Pathways to knowledge.

ALIGNMENT



COMMUNITY INPUT

- More programs, especially for young children.
PROGRAMS
- More and varied resources, specifically books.
CONTENT DELIVERY
- Increased/better communication about events.
USER EXPERIENCE (UX) **OUTREACH**
- Make using the Library convenient and easy.
UX



STRATEGIC GOALS

- Remove barriers.
UX **OUTREACH**
- Focus on early literacy.
CONTENT DELIVERY **PROGRAMS**
- Build or strengthen partnerships.
OUTREACH
- Encourage lifelong learning at every age.
PROGRAMS **CONTENT DELIVERY**



MISSION

- The Camas Public Library is dedicated to serving our community with
- Meaningful connections,
OUTREACH **PROGRAMS**
 - Engaging enrichment, and
UX **PROGRAMS**
 - Pathways to knowledge.
PROGRAMS **CONTENT DELIVERY**

PROGRAMS

LIBRARY COORDINATOR

LIBRARY ASSOCIATE

(1)*

(1)

- Early Lit
- K-5/6
- Teen
- Adult
- Major events

MANAGED
BY LIBRARY
DIRECTOR

ADMINISTRATION

- Library Director
- Technology & Collections Manager
- Administrative Support Assistant
- Library Assistant (2)

OUTREACH

LIBRARY COORDINATOR

LIBRARY ASSOCIATE

(1)*

(1)

- Offsite Storytimes
- School Visits
- Community Events
- Community Organizations
- Volunteers

*Library Coordinator is the revised title with two new positions reclassified from Library Associate. The previous title was Programming & Outreach Coordinator.

UX

LIBRARY COORDINATOR

LIBRARY ASSOCIATE

(1)*

(1)

- Communications and PR
- Gallery
- Displays
- Graphics
- Some Tech Projects
- Take-homes
- Improving patron experience

MANAGED BY
TECHNOLOGY
&
COLLECTIONS
MANAGER

CONTENT DELIVERY

CIRCULATION SERVICES SPECIALIST

LIBRARY ASSOCIATE

LIBRARY AIDES

(1)

(1)

(5)

- Service Desk
- Shelving, Check-ins
- Cataloging
- Interlibrary Loan
- Processing
- Mending
- Weeding

ADDITIONAL BENEFITS

SUCCESSION PLANNING

THREE COORDINATOR
POSITIONS ALLOWS FOR
LEADERSHIP EXPERIENCE
PRIOR TO MANAGEMENT
OPPORTUNITIES



LONG-RANGE PLANNING

THIS REORGANIZATION
ALLOWS US TO LEAN INTO
OUR STRENGTHS FOR
MANY YEARS TO COME.



RETAIN TALENT

FOUR STEPPING STONES
(TWO ADDITIONAL
COORDINATORS AND TWO
ASSISTANTS) RATHER THAN
A FLATTER STRUCTURE
PROVIDE ASPIRATIONAL
GOALPOSTS



NO ADDITIONAL STAFF NEEDED AT THIS TIME

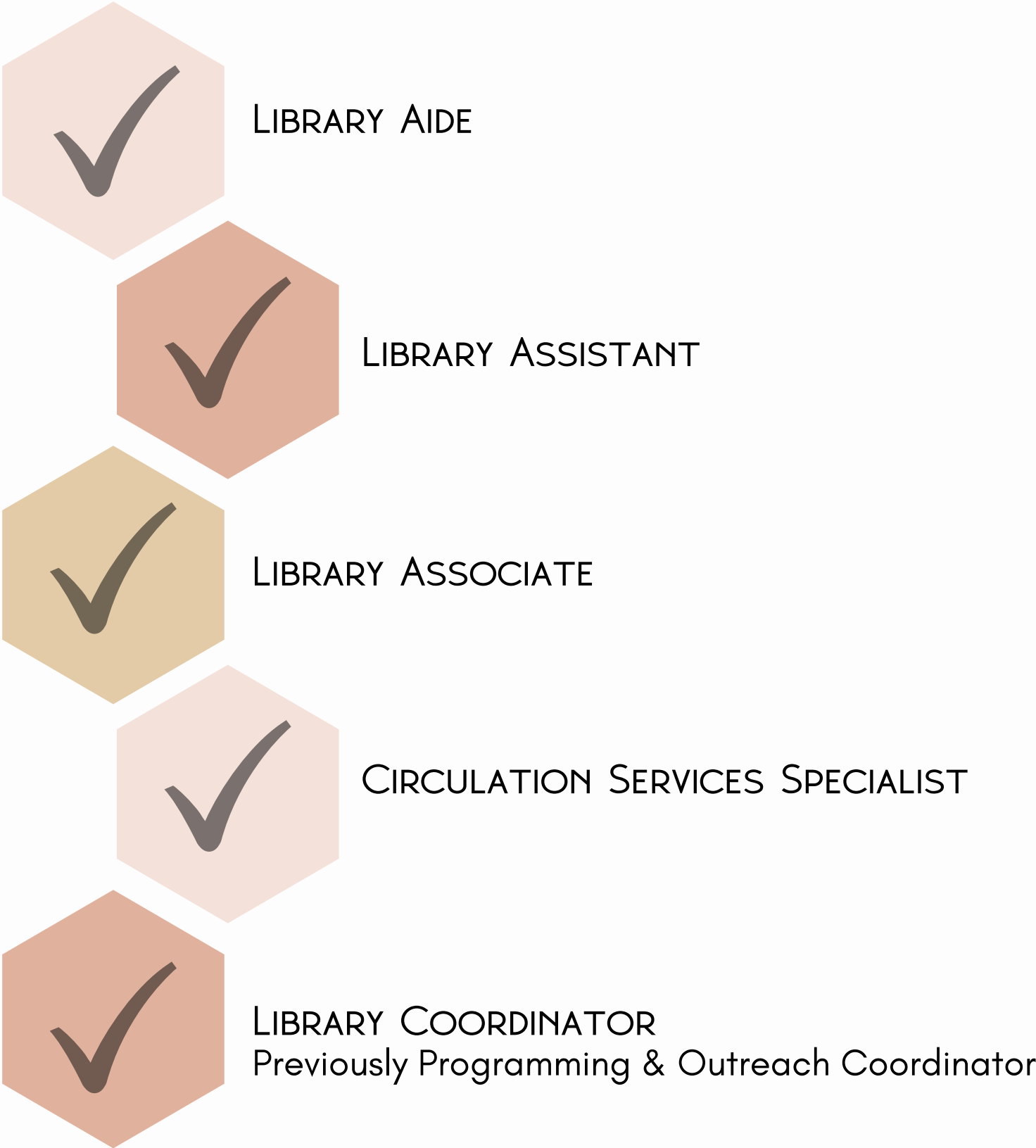
POSITIONS ARE RECLASSIFIED,
NOT ADDED.



MARKET STUDY

SALARY WITHIN APPROPRIATE RANGE

NEEDS ADJUSTMENT
CURRENTLY PAID UNDER MARKET



NEXT STEPS

1

COST

- 2023 increase: \$23,500
- Change to 2024 budget: \$49,115
- Annual increase to salaries & wages: 5%

2

NEXT STEPS

- Job Title Revision Resolution on May 15.
- Cost for four reclassifications and increasing Administrative Support Assistant to market value will be included in Spring Omnibus.
- Effective June 1.





Staff Report

May 1, 2023 Council Workshop Meeting

City of Camas 2023 First Quarter Financial Performance Presentation (available at the Meeting)

Presenter: Cathy Huber Nickerson, Finance Director

Time Estimate: 15 minutes

| Phone | Email |
|--------------|-----------------------|
| 360.817.1537 | chuber@cityofcamas.us |

BACKGROUND: This presentation is to review the financial performance of the City from the perspective of budget to actual, investment performance and status of short- and long-term debt. The presentation will also provide an economic overview both nationally and regionally to provide context as well as provide the outlook for the next quarter.

SUMMARY: The City of Camas' first quarter performance overall was in line with budget revenues due to a pick-up in construction both residential and commercial. In addition, retail sales from e-commerce and the new voted sales tax boosted sales tax receipts. Maintained revenue with spending constraints (new staffing on hold) has enabled the City to maintain or increase fund balances.

BENEFITS TO THE COMMUNITY: This presentation provides the City Council with financial information to aid decision making for the current fiscal year and beyond. Better decision-making benefits the community by stabilizing tax, fee and rate setting.

POTENTIAL CHALLENGES: The presentation is designed to look at current trends in the context of national and regional influences to provide possible decision points for the Council and Administration to pivot. An example would be, in a possible downturn, the City Administration may choose to slow spending until better economic information is available. On the other hand, if the City received strong economic news, the City Administration may choose to move forward with deferred projects or hirings. The challenge is clearing understanding the trends as temporary or longer term.

BUDGET IMPACT: This agenda item provides financial context for City Council considerations.

RECOMMENDATION: Information only.

City of Camas 2023 Financial Review



Item 2.



Agenda

Item 2.

GENERAL ECONOMY DURING FIRST QUARTER OF 2023

HIGHLIGHTS

REVENUE

EXPENDITURES

INVESTMENTS

DEBT

FUND BALANCE PROJECTION

OUTLOOK

2023 1st Qtr Economic Summary

**2023 1st Qtr
Comparison
to 2022 4th Qtr**

Avg. Mortgage Rate
LOWER
6.32% v. 6.48%

Unemployment
STABLE
3.5% v. 3.5%

Item 2.

Retail Sales(% change
yr.) **LOWER**
2.8% v. 5.2%

CPI (national)
LOWER
5.0% v. 6.4%

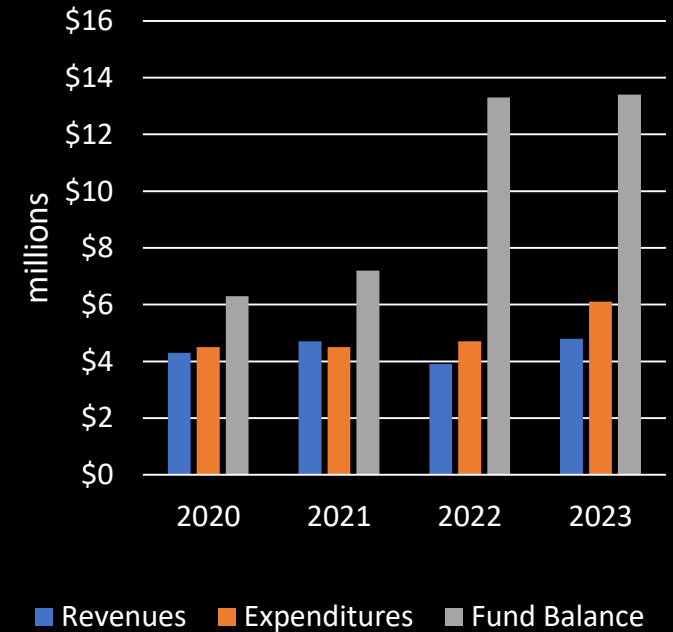
Avg. Gas Prices
HIGHER
\$3.43 v. \$3.35

- Potential banking crisis was a large scare in March
- Central banks are near the end of the tightening cycles
- Mortgage rates are moderating
- Locally, revenues slowed especially with residential housing



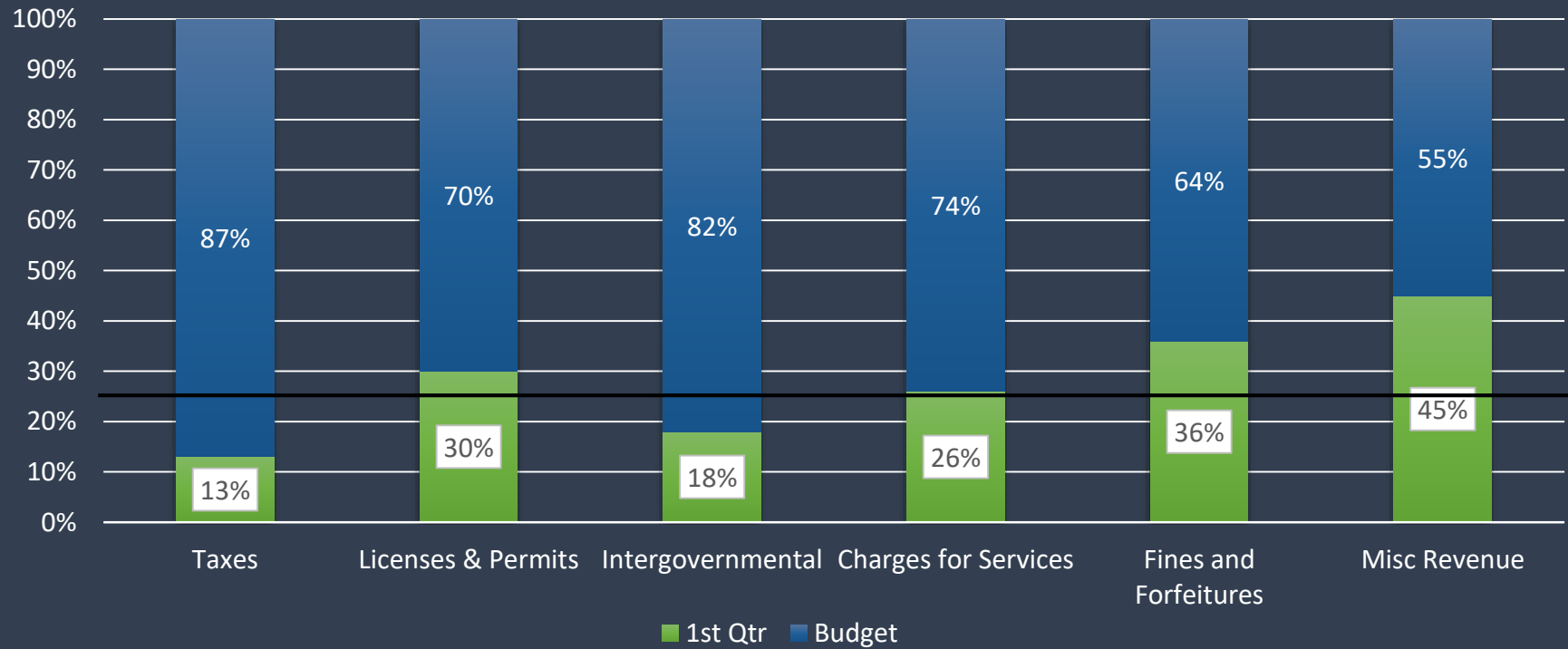
General Fund Highlights

| | 2020 First Quarter | 2021 First Quarter | 2022 First Quarter | 2023 First Quarter |
|--|--|--|---|--------------------------|
| Net revenues (less transfers) | \$4,274,750 | \$4,671,108 | \$3,936,247 | \$4,830,335 |
| Net expenditures (less transfers) | \$4,494,255 | \$4,502,446 | \$4,726,094 | \$6,081,476 |
| Net Cash Flow | (\$219,505) | \$168,662 | (\$789,847) | (\$1,251,141) |
| % of Budget Spent | 23% | 21% | 16% | 21% |
| General Fund Balance | \$6,341,216 | \$7,149,620 | \$13,300,235 | \$13,361,775 |
| Overall Cash and Investments for All Funds | \$84,969,628 Includes Bond Proceeds | \$84,052,390 Includes Bond Proceeds | \$103,954,969 Includes Bond Proceeds | \$100,084,031 |

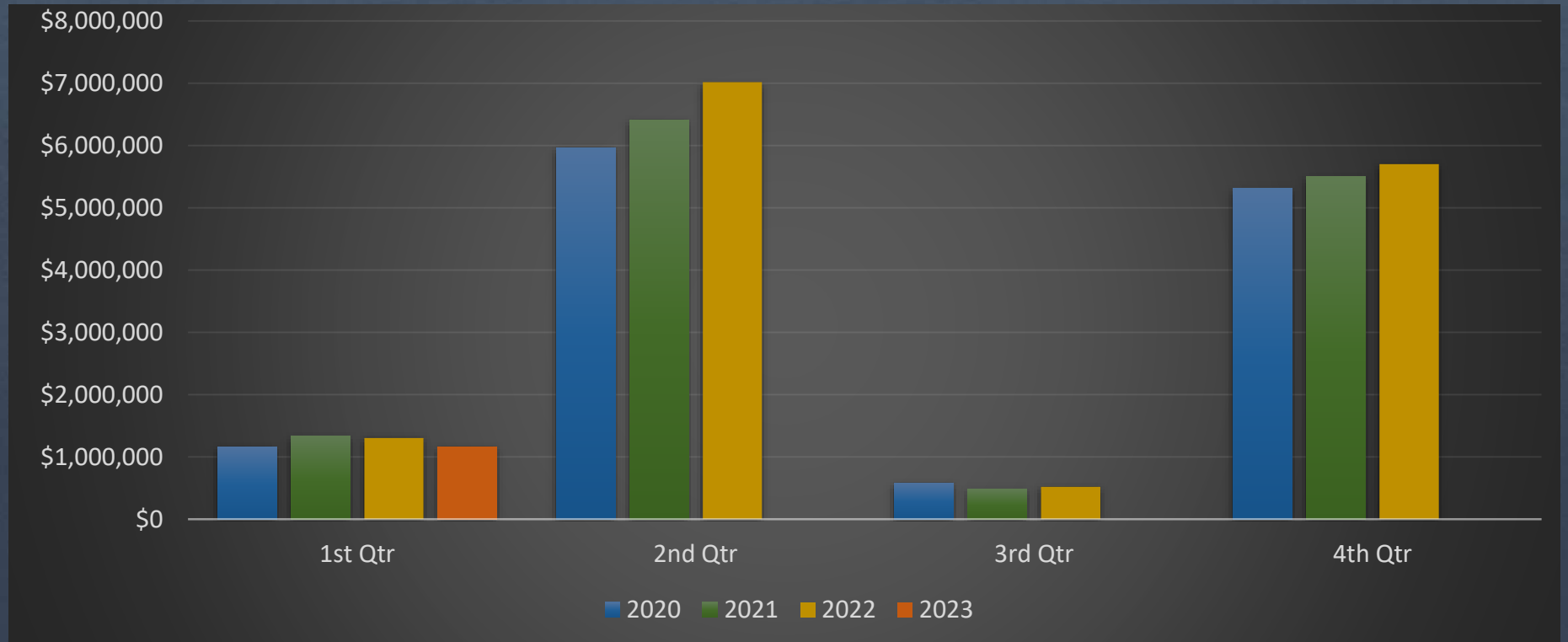


This table illustrates the cash flow of the General Fund.

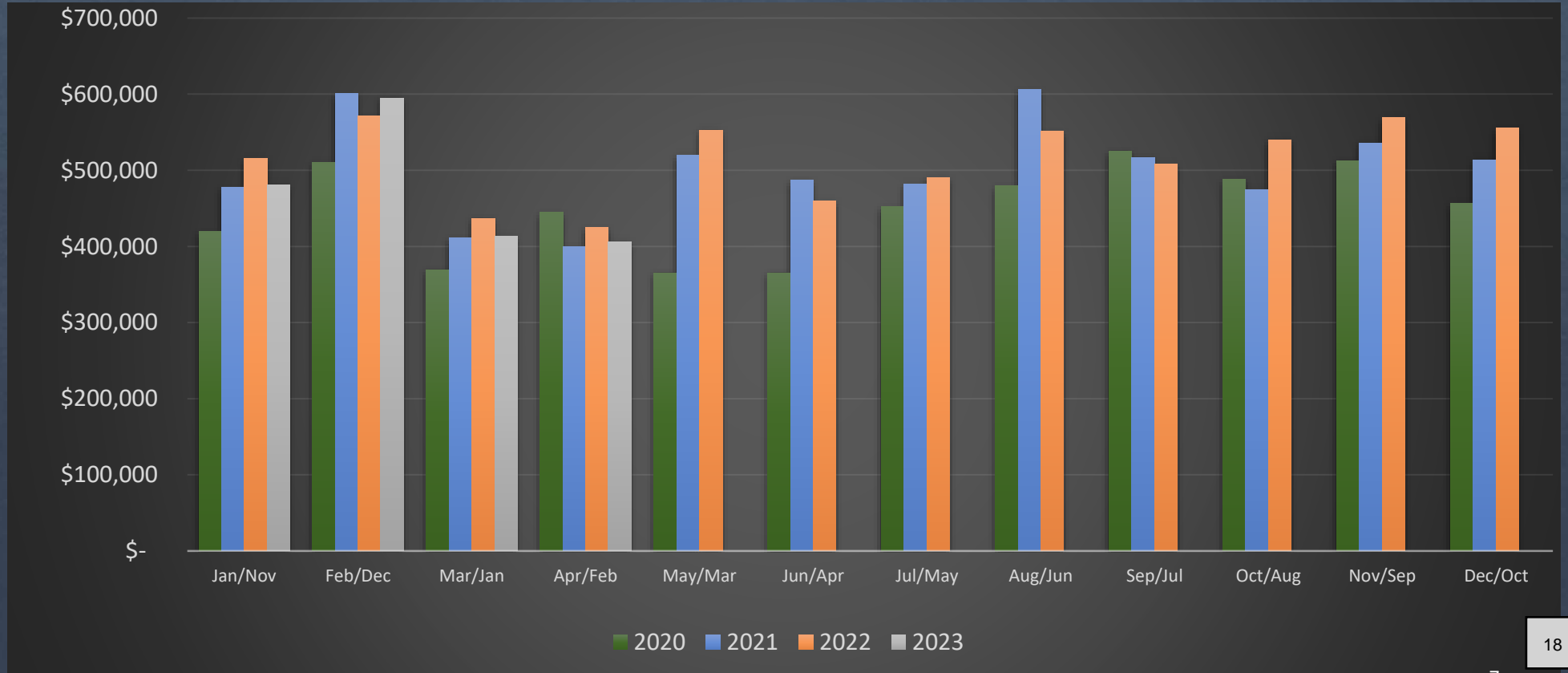
General Fund Revenues



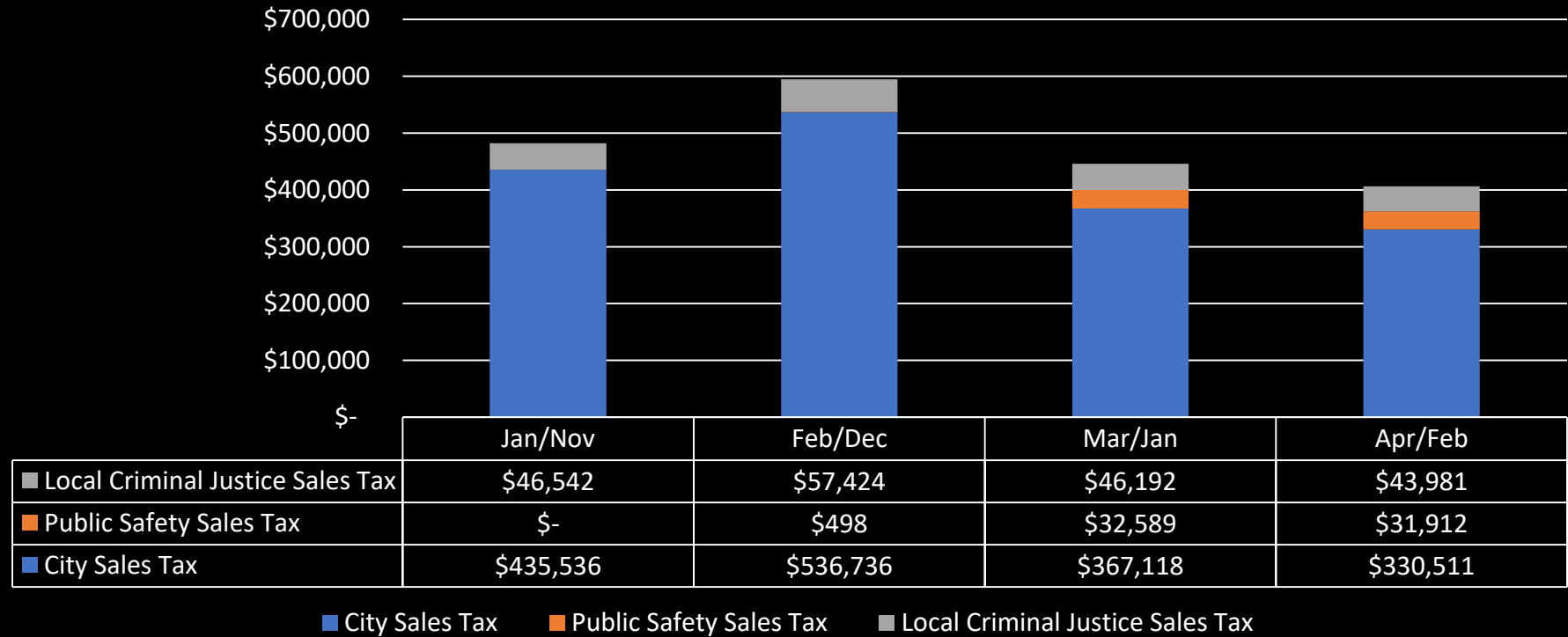
Property Tax Collections



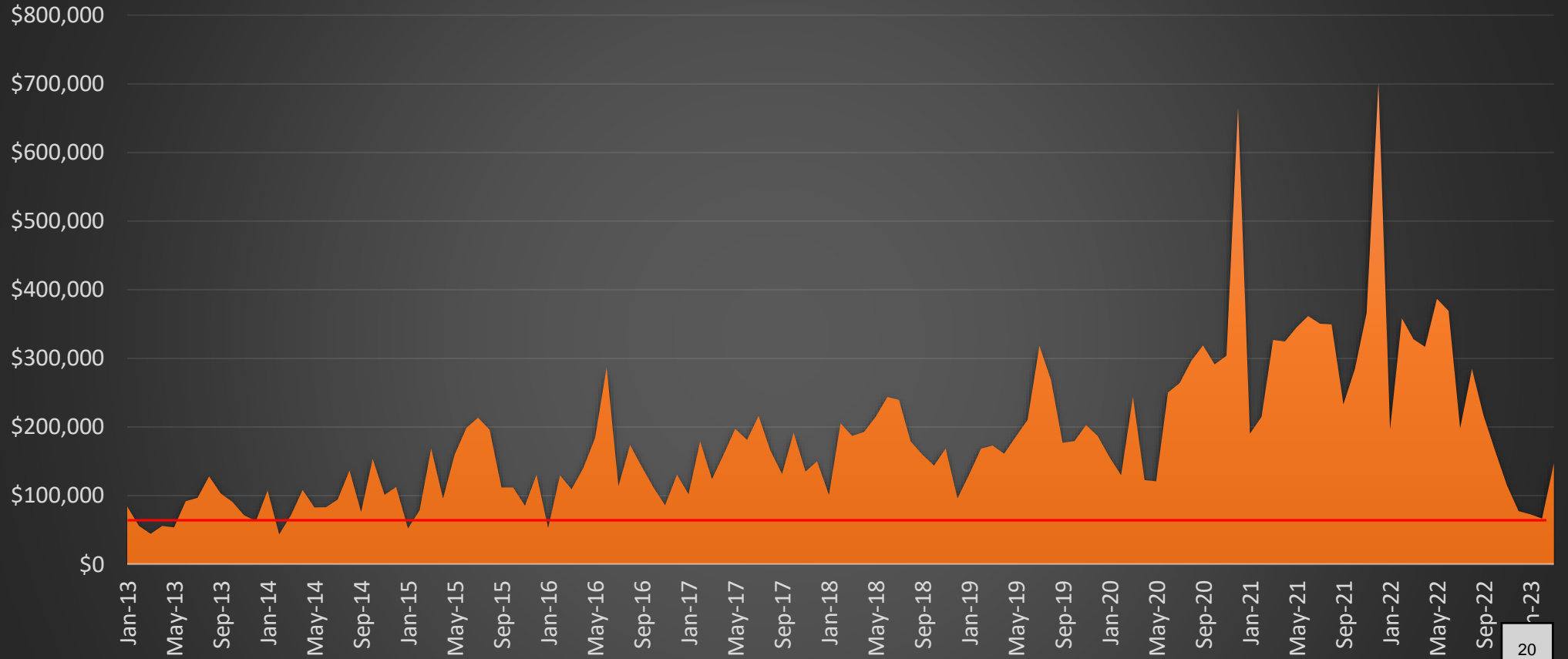
Sales and Use Tax



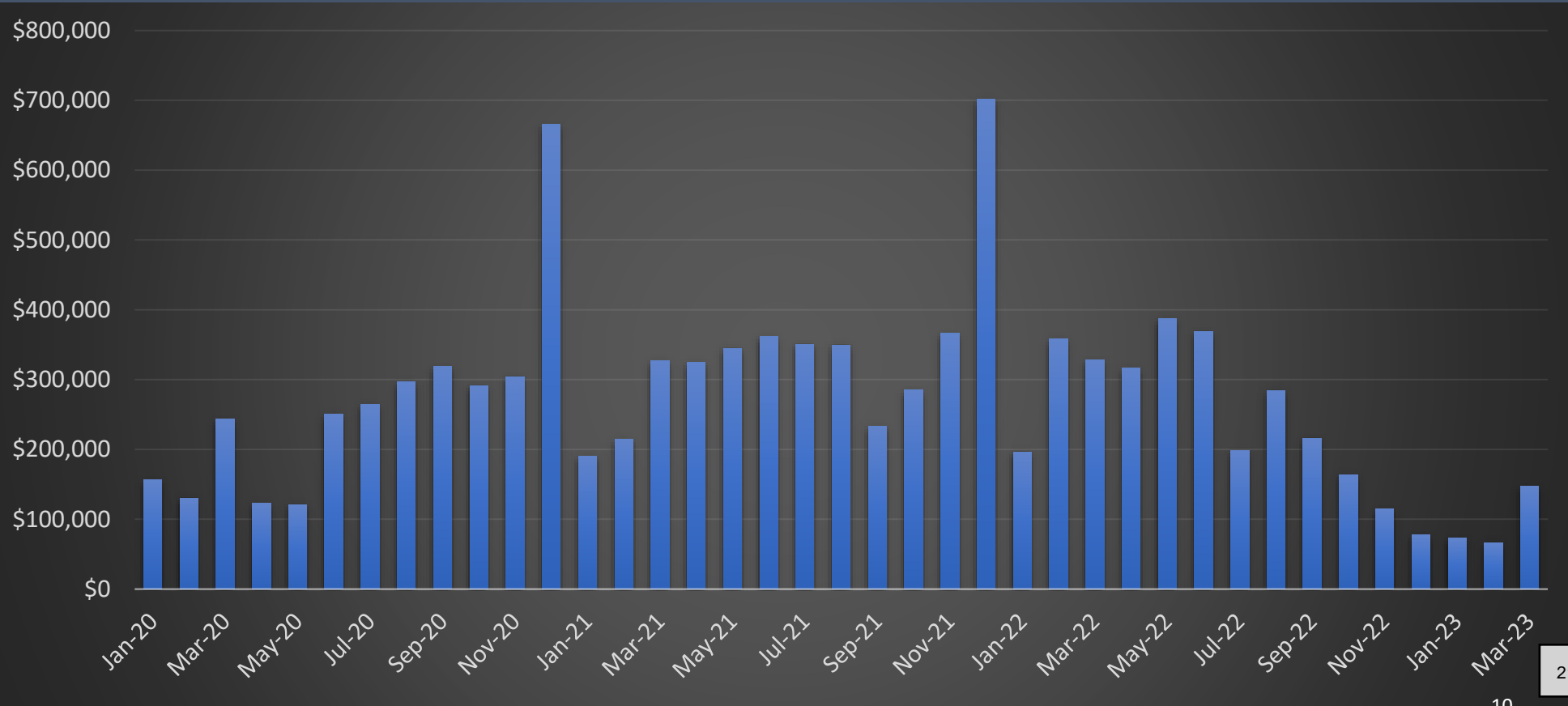
Sales and Use Tax Breakdown



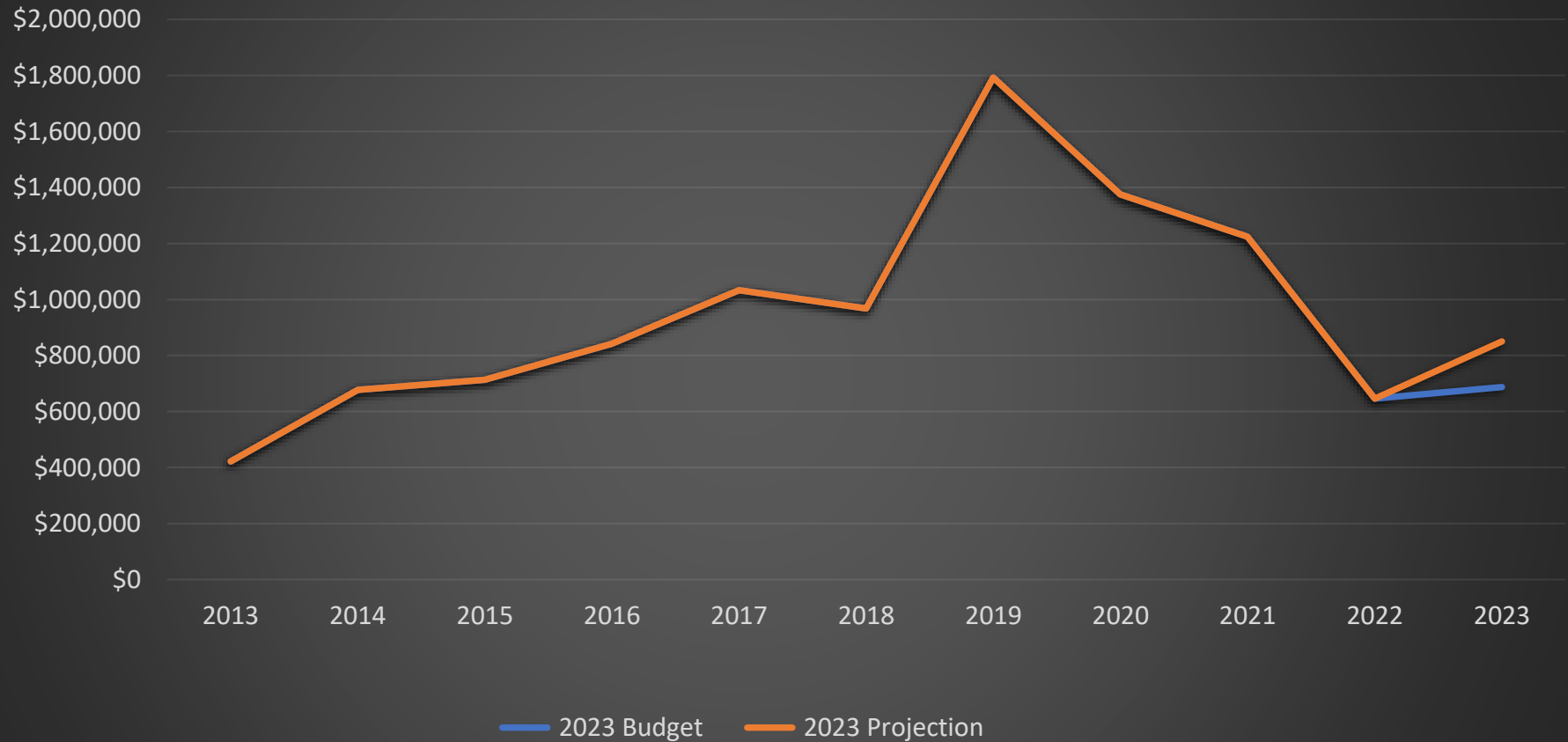
Real Estate Excise Tax



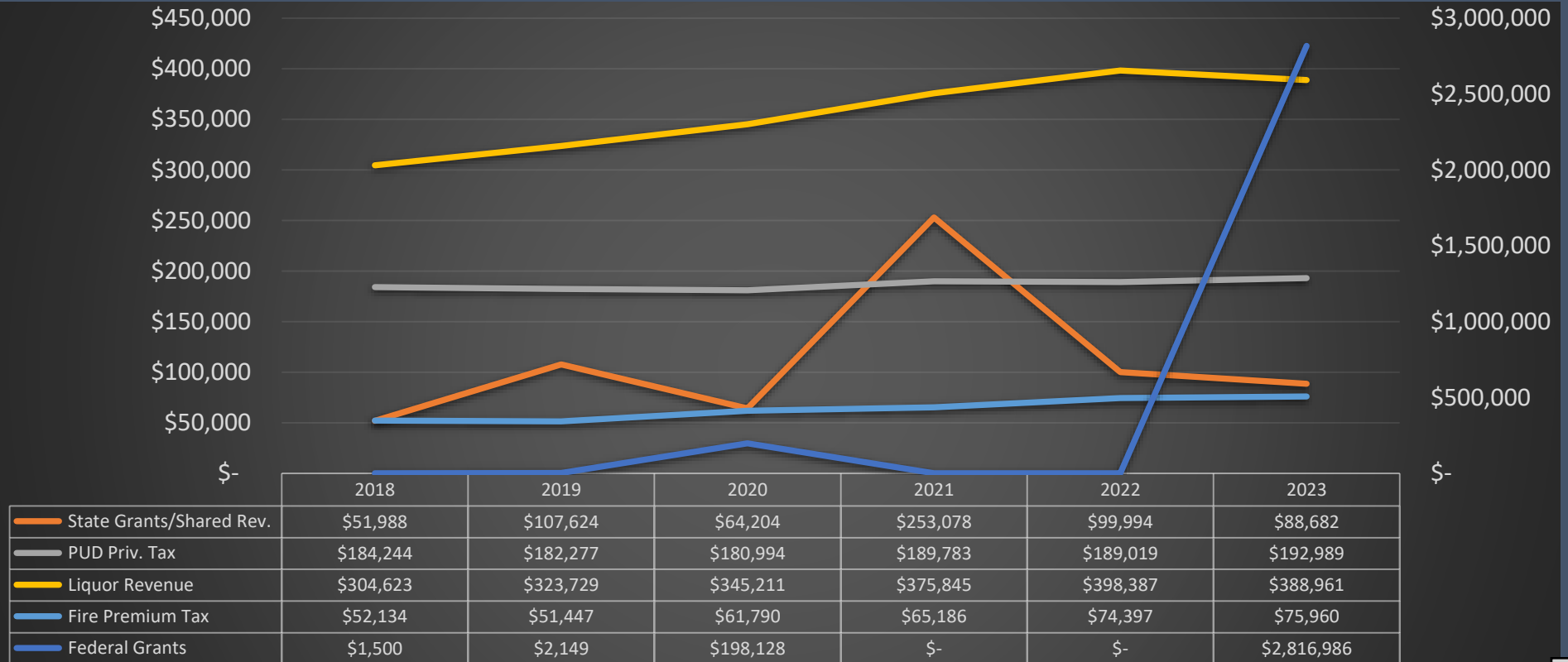
Real Estate Excise Tax



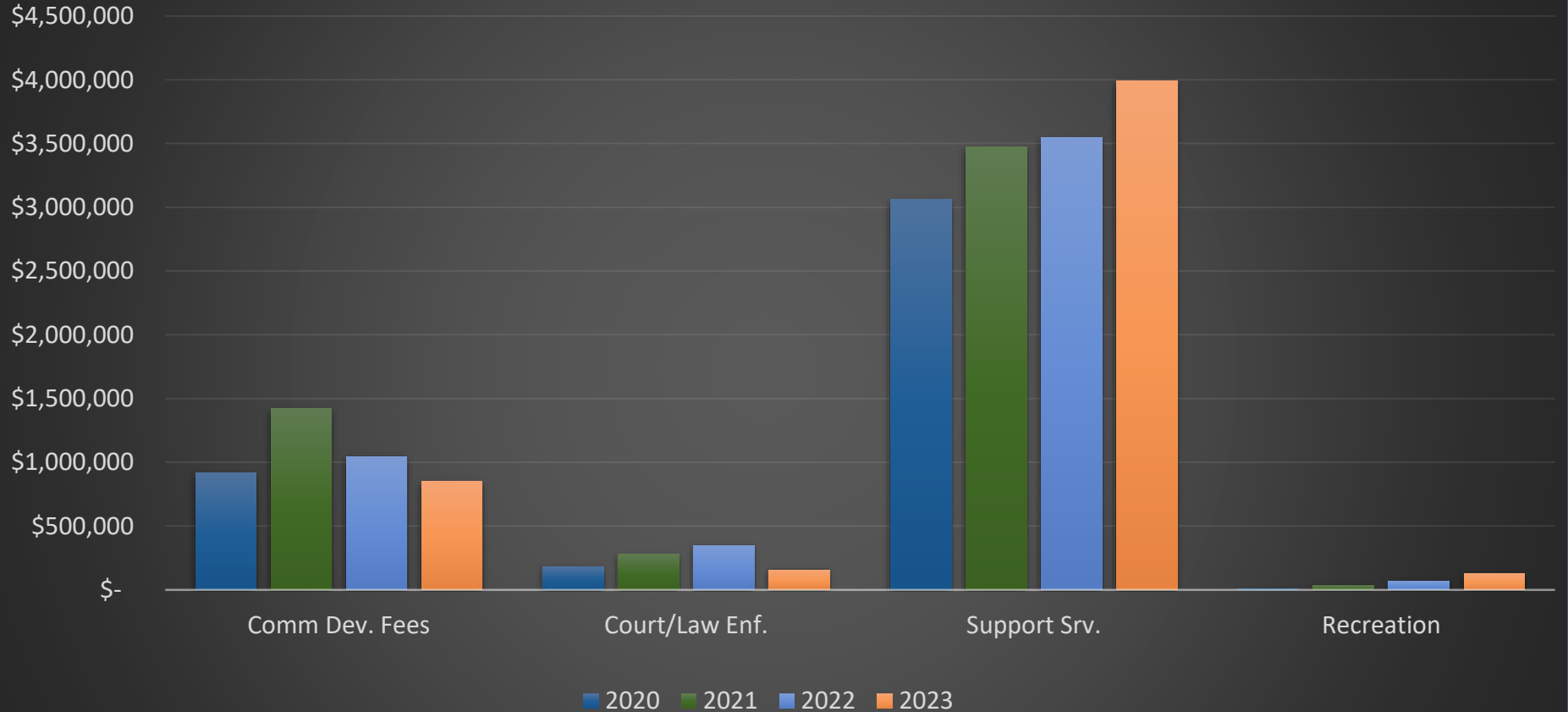
Building Permits



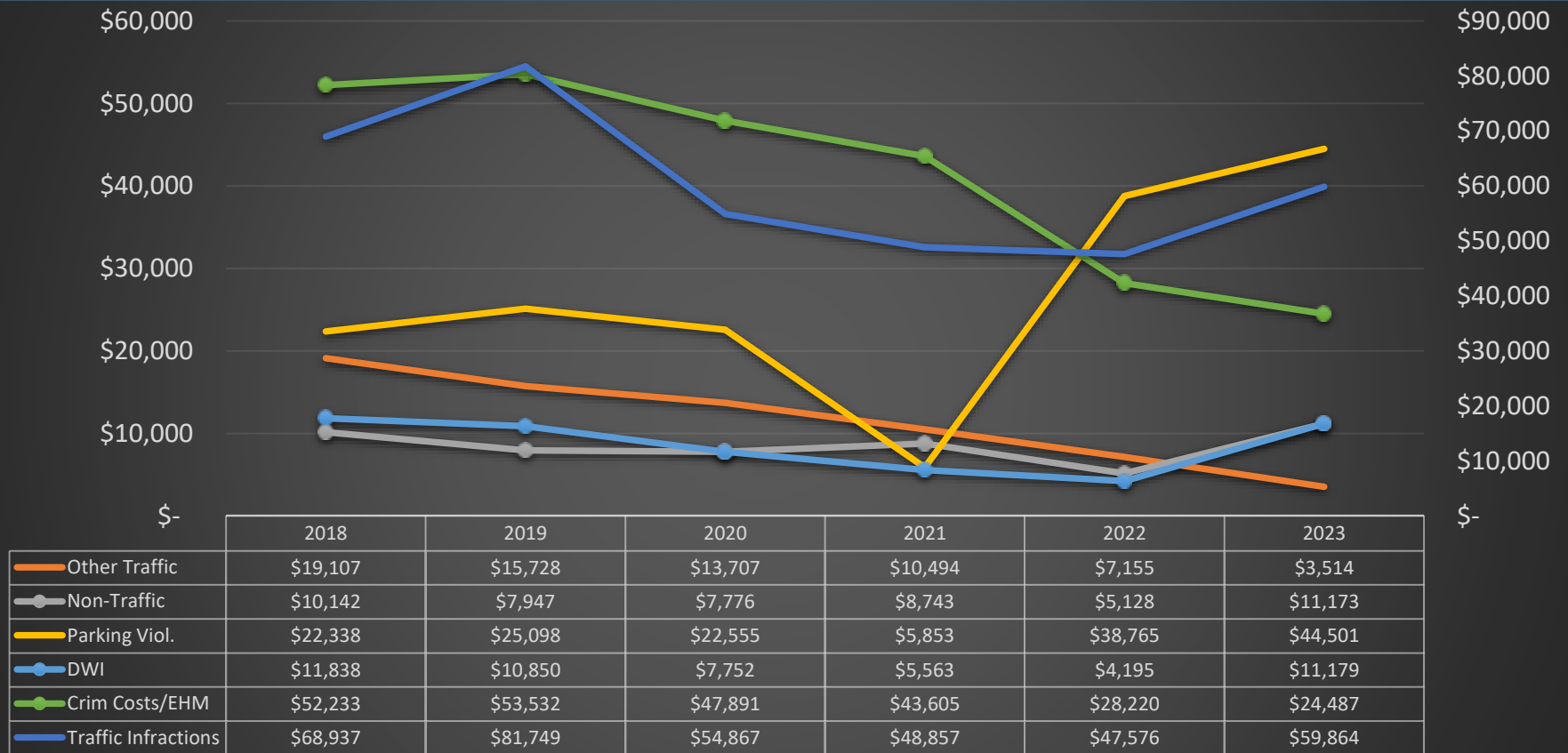
Intergovernmental



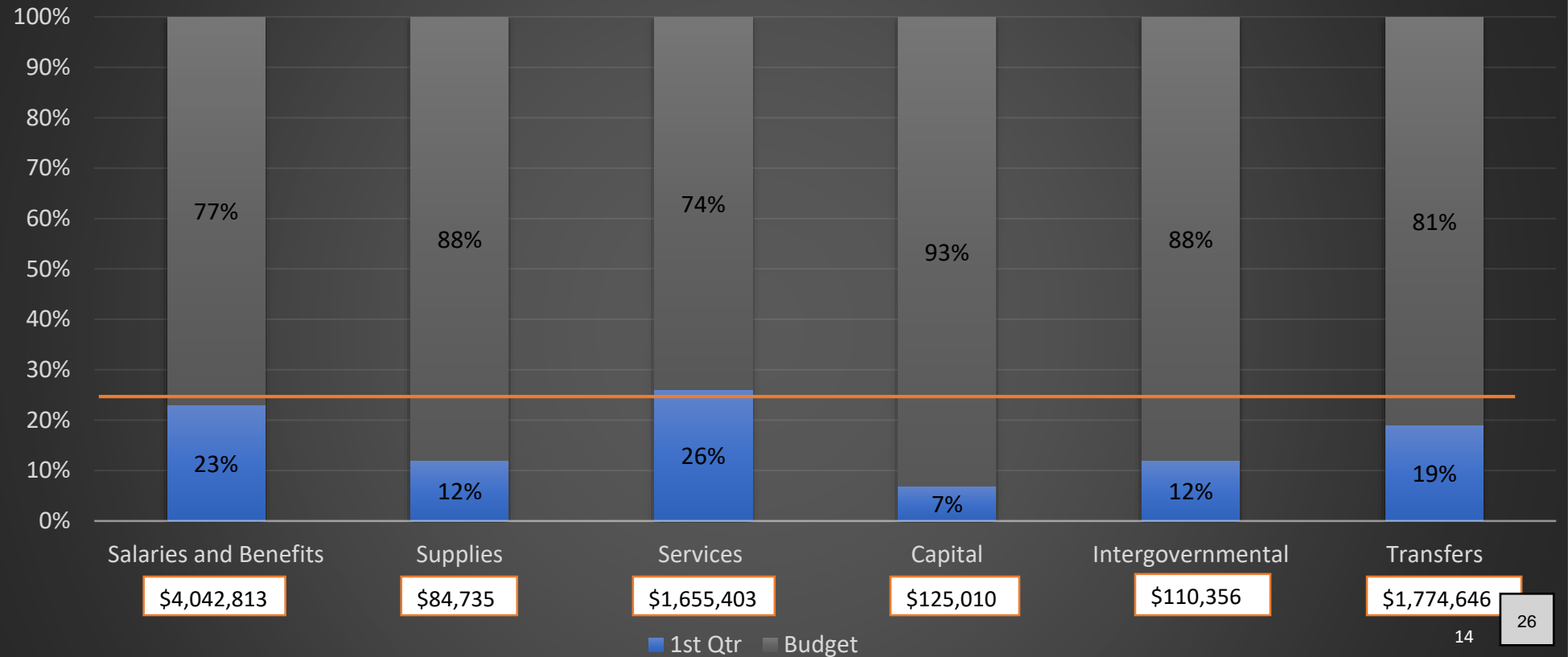
Charges for Services



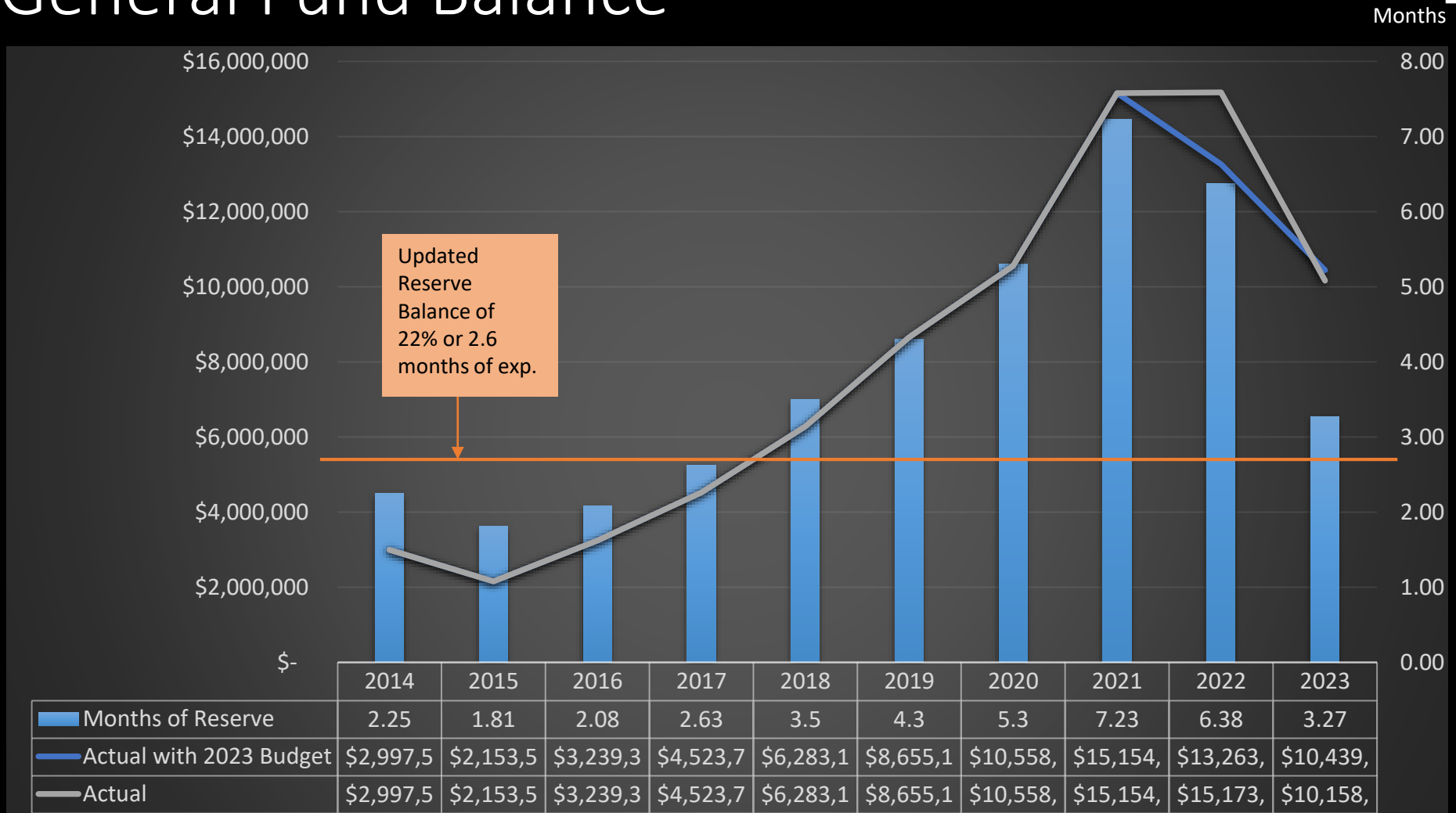
Fines and Forfeitures



General Fund Expenditures



General Fund Balance



2023 Budget Considerations

Item 2.



Monitor revenue collections



Hold continues for hirings until June (governmental funds)

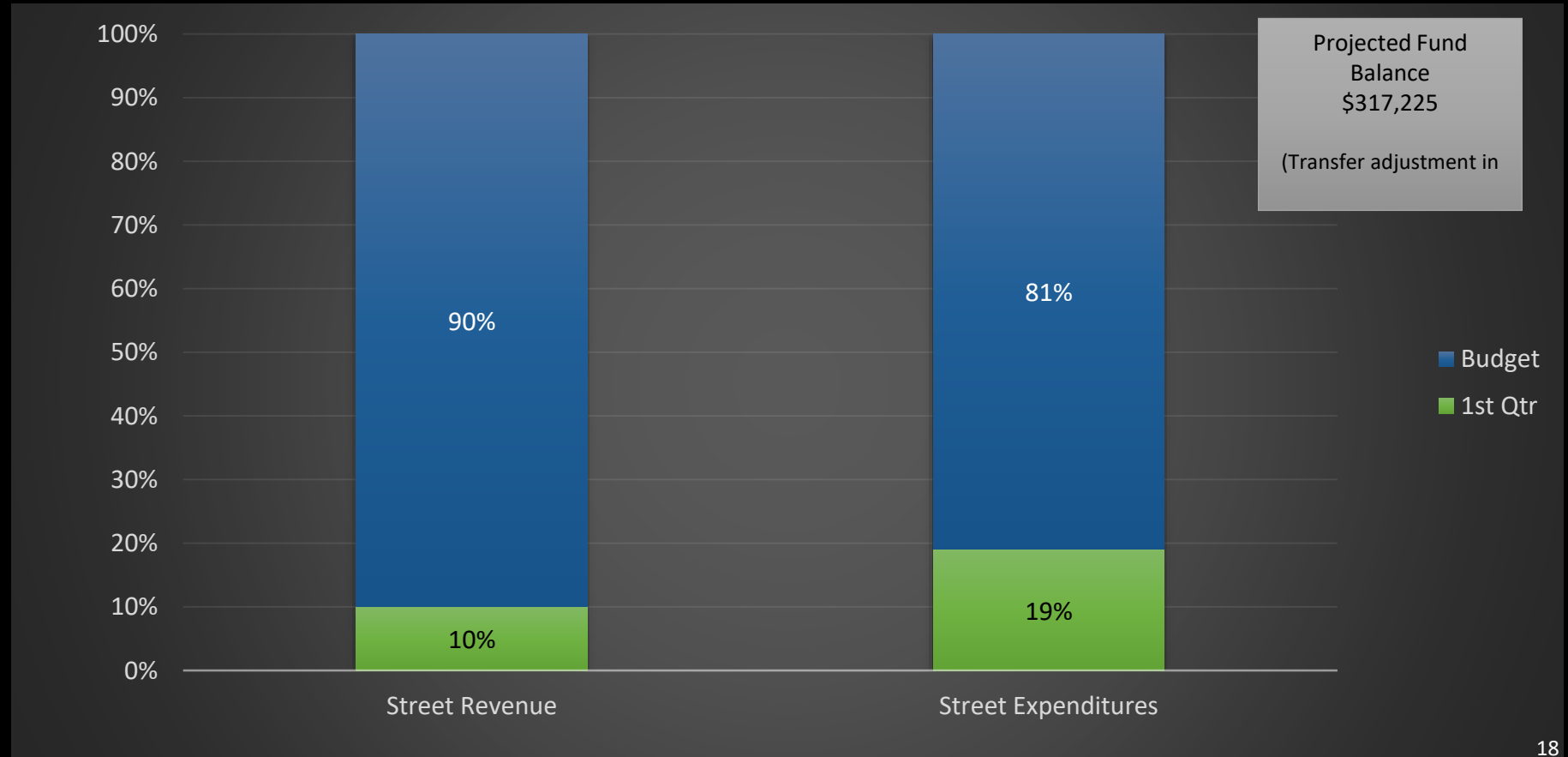


Spring Omnibus delayed until June

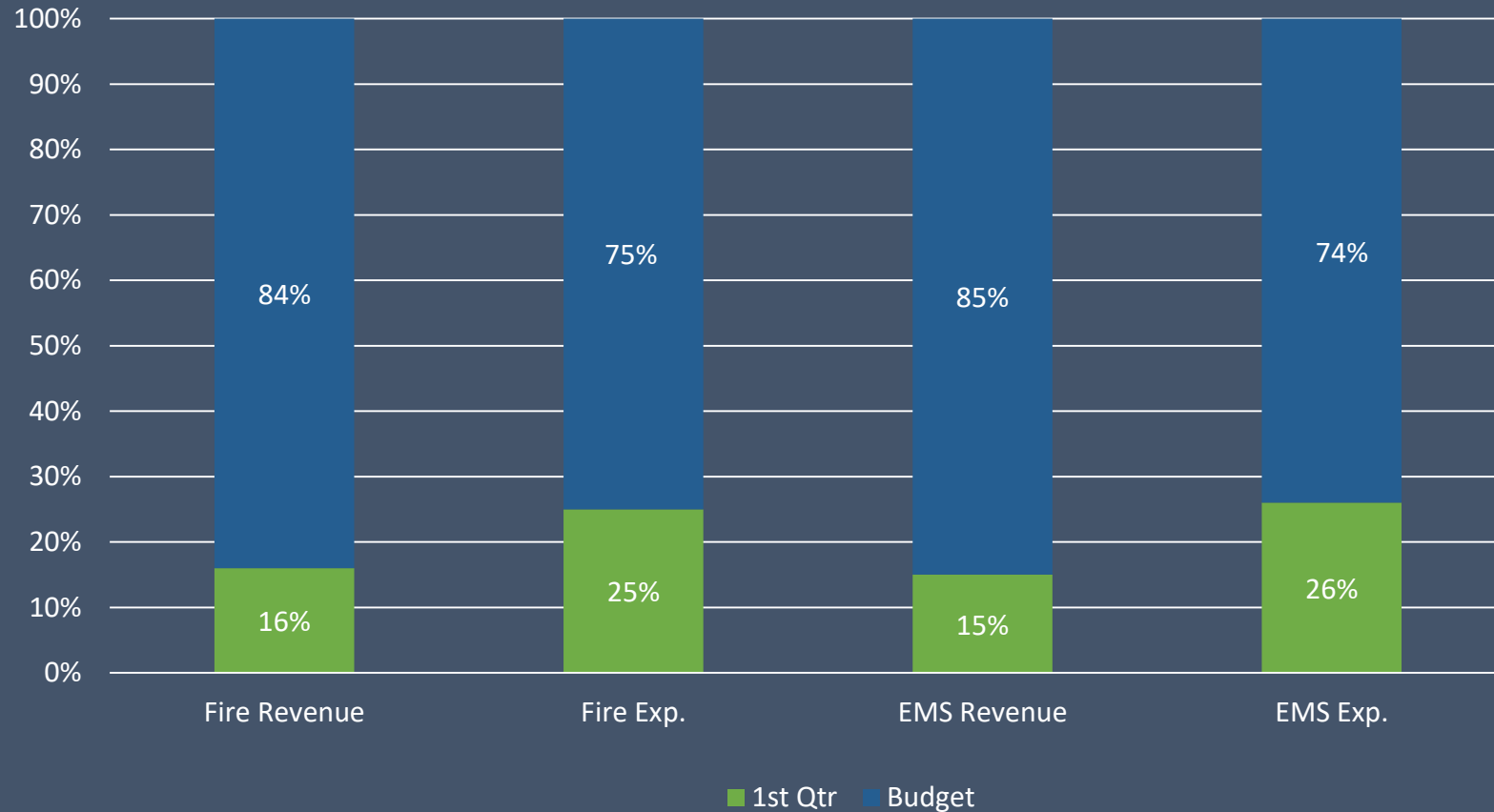


CWFD Interlocal agreement with Washougal in negotiations

Streets



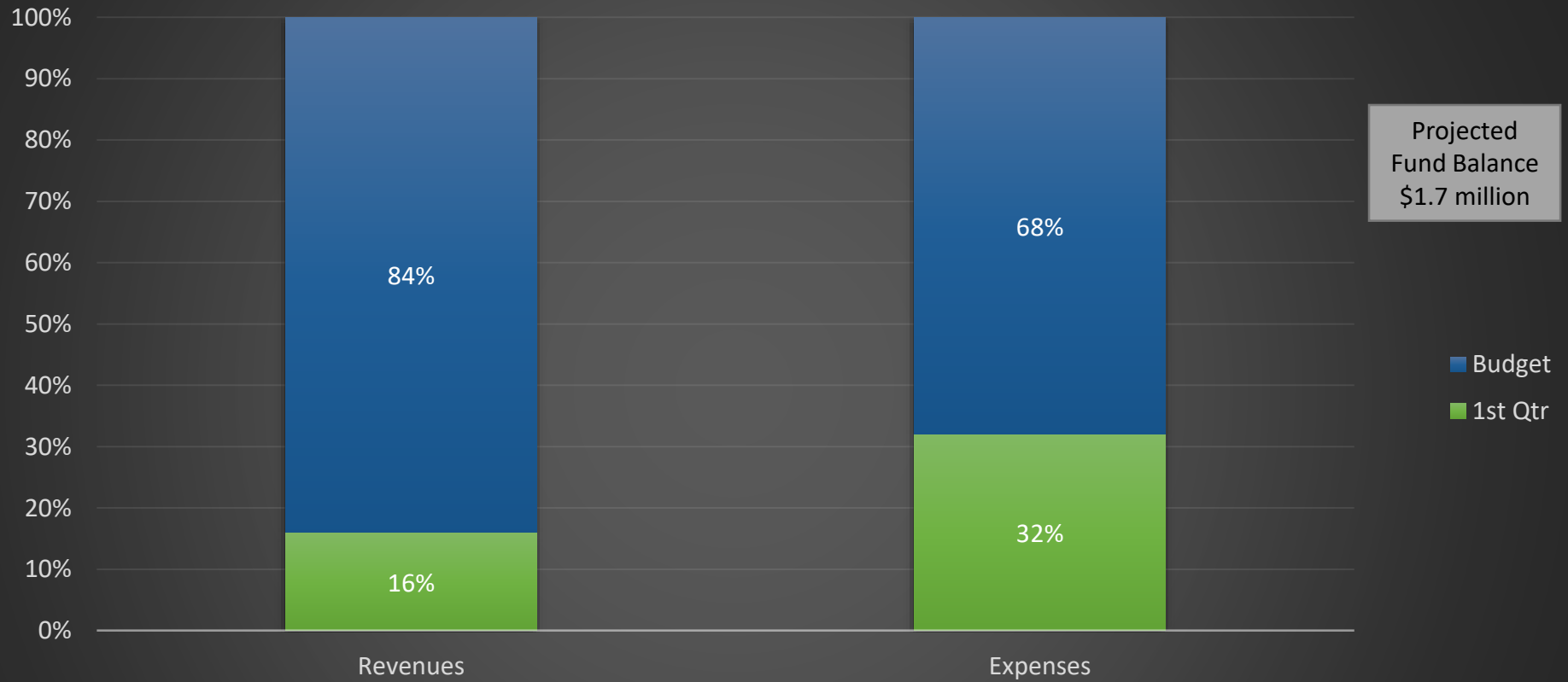
Camas/Washougal Fire and EMS



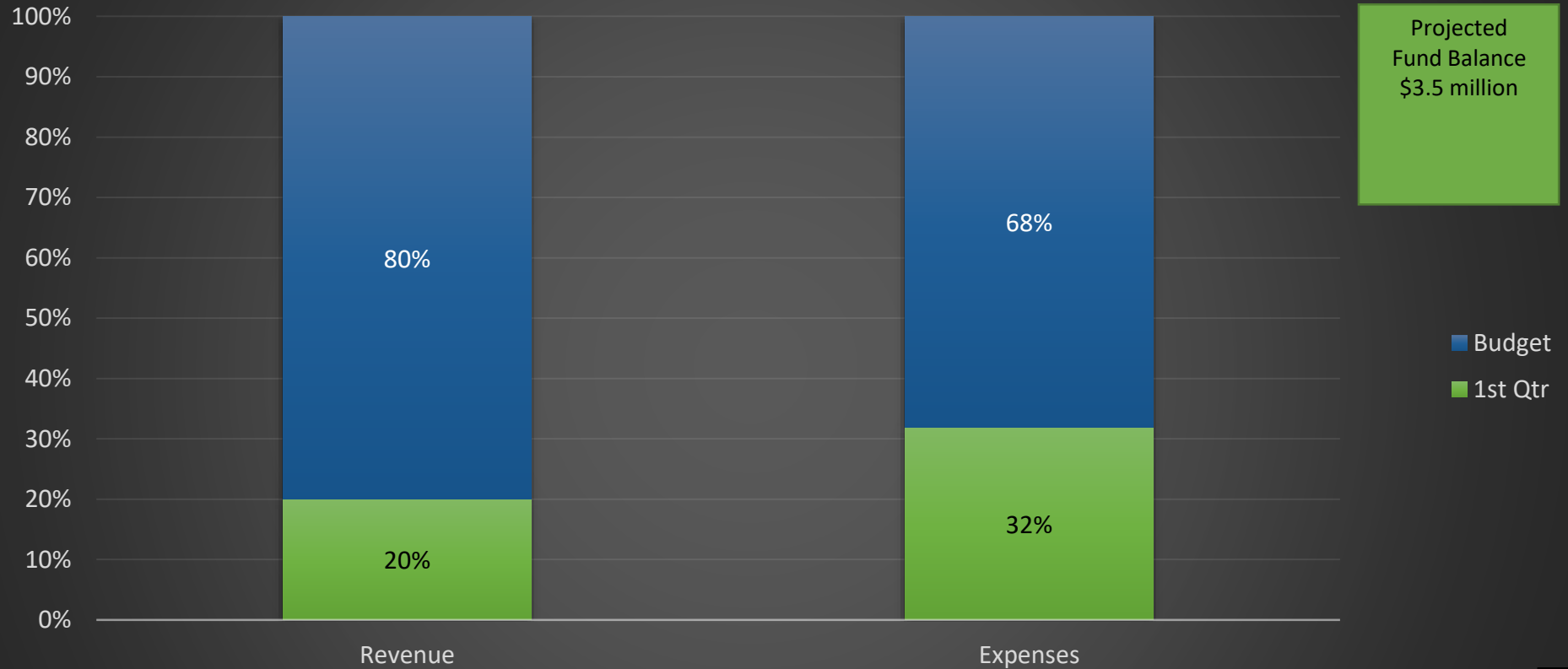
Projected
Fund Balance
\$744,868

(Washougal
Contribution in May)

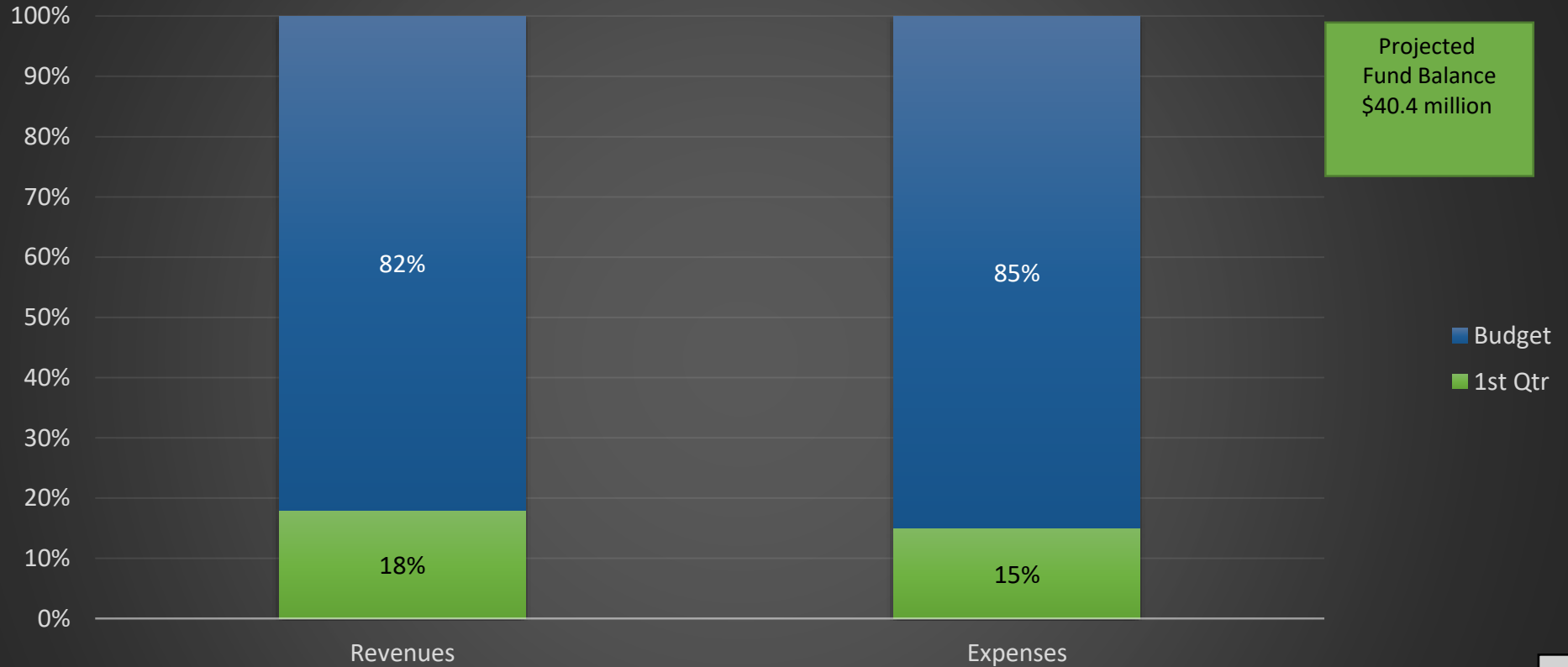
Storm Water



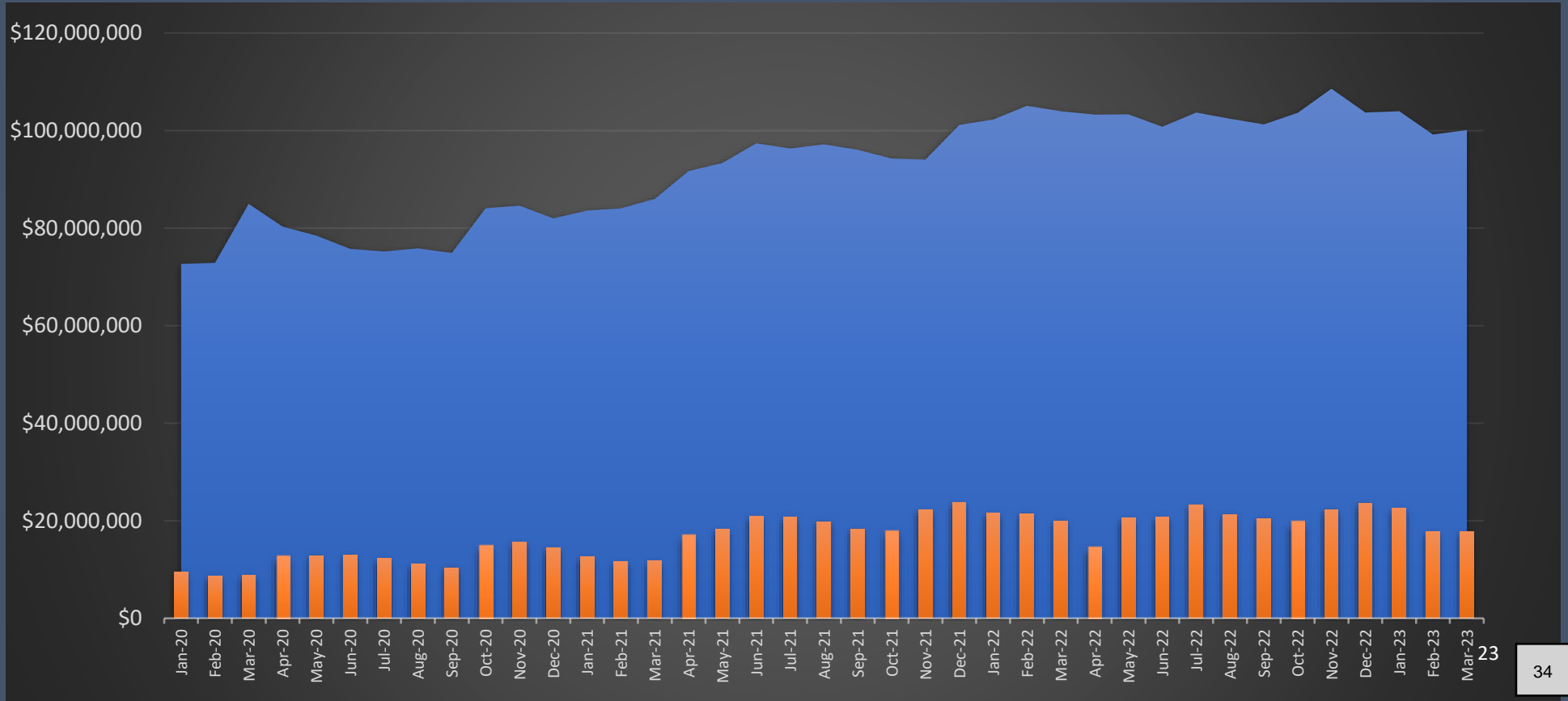
Solid Waste



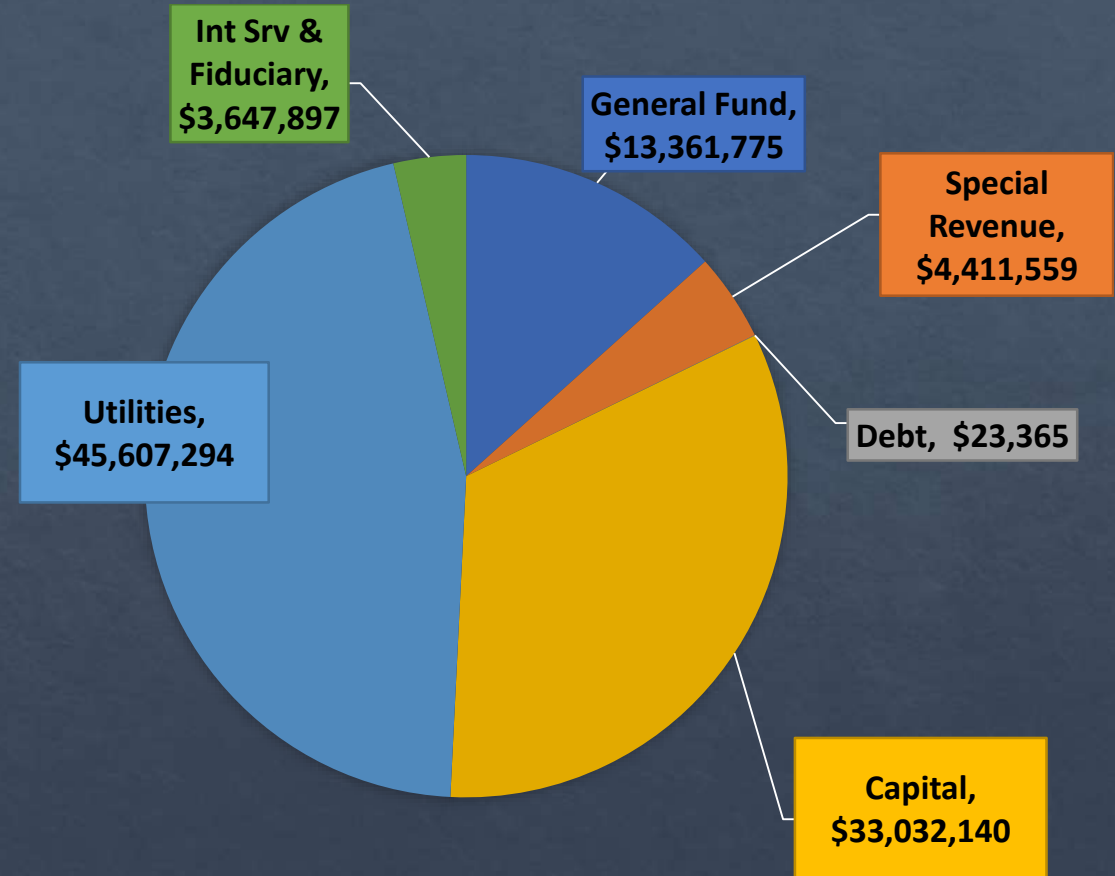
Water/Sewer



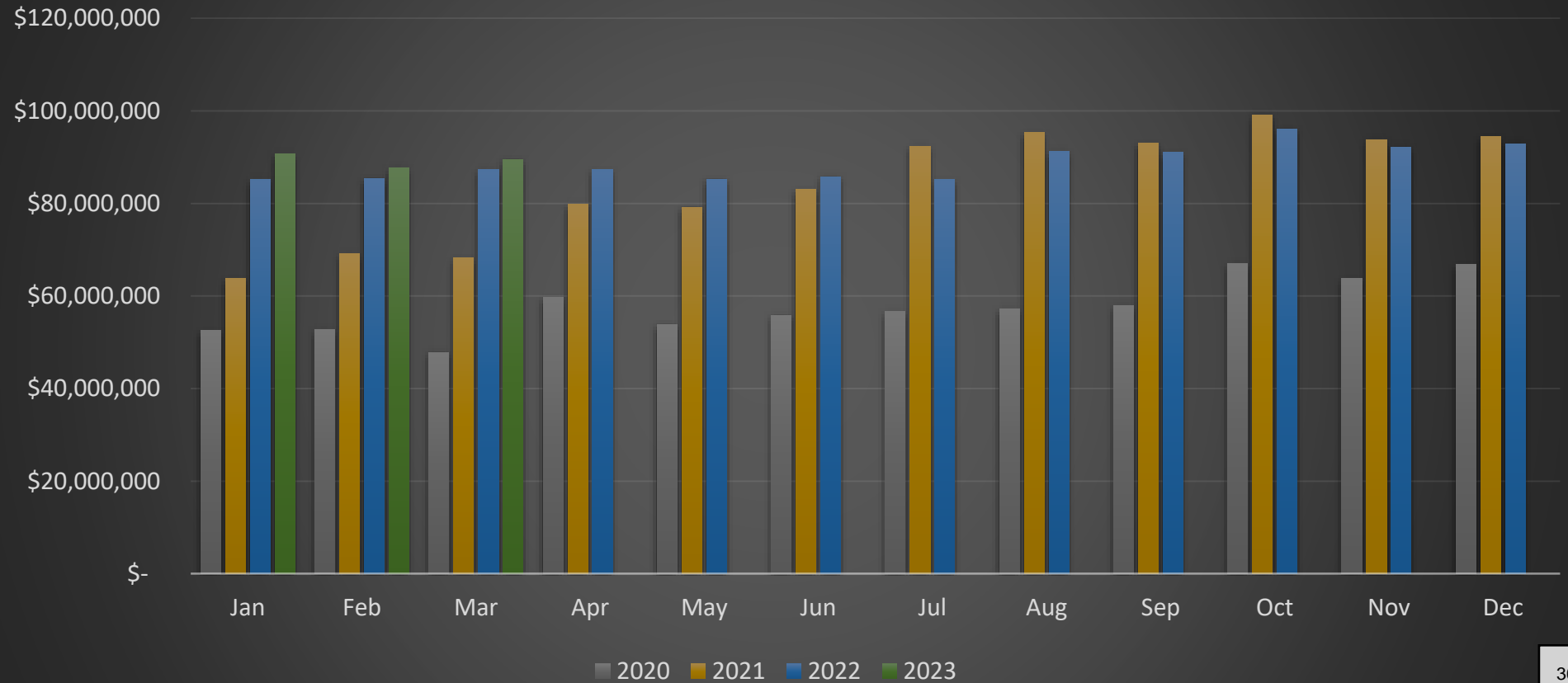
Cash and Cash Equivalent Assets



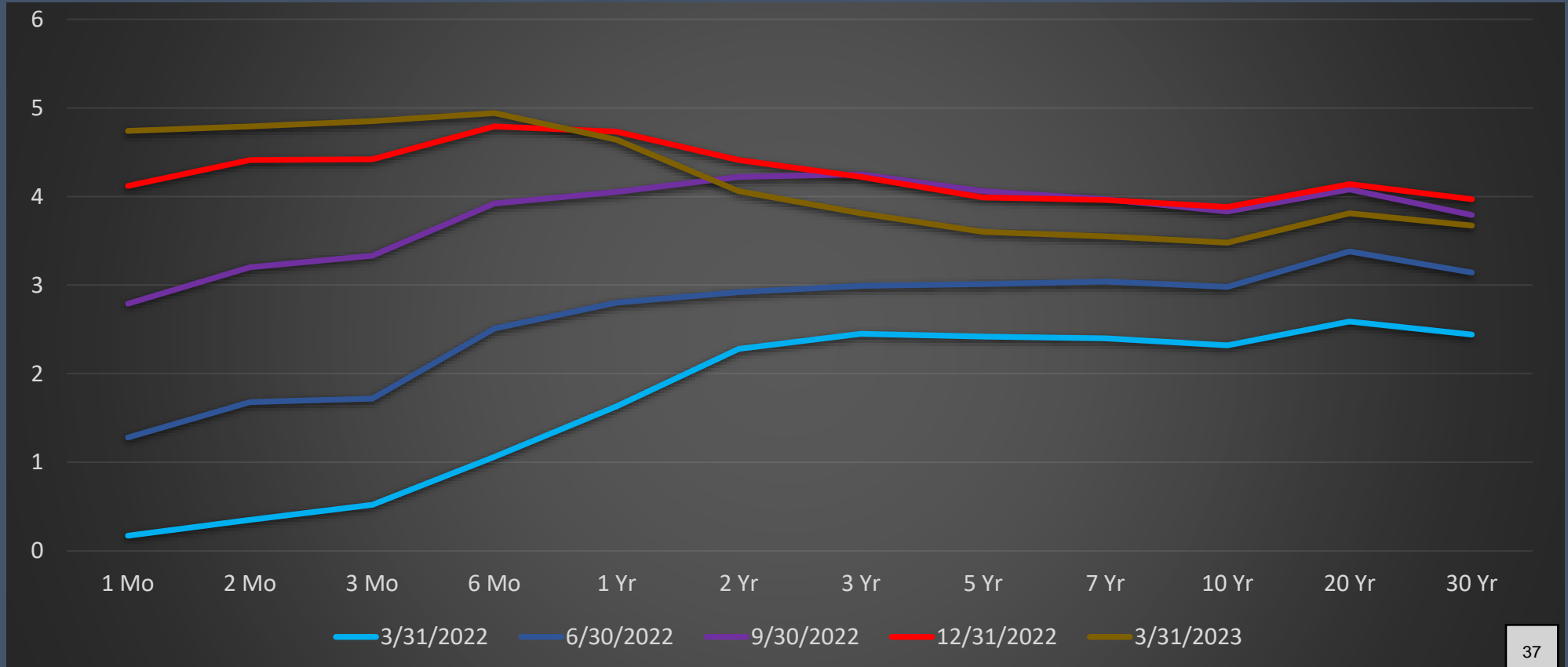
Fund Composition of Investment Portfolio



Investment Portfolio Balance



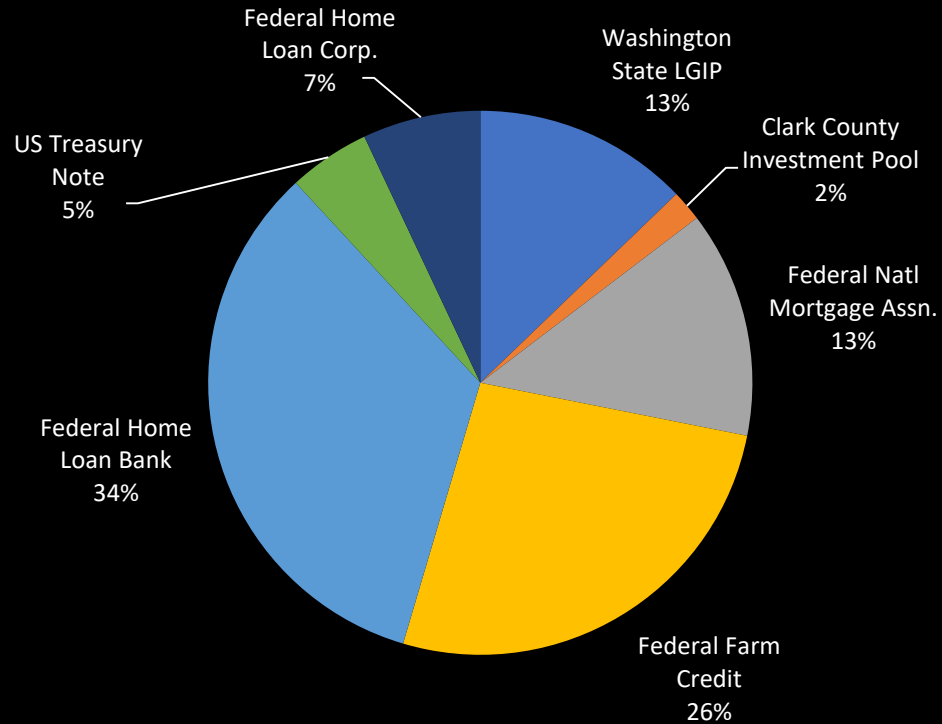
Yield Curve - Interest Rates



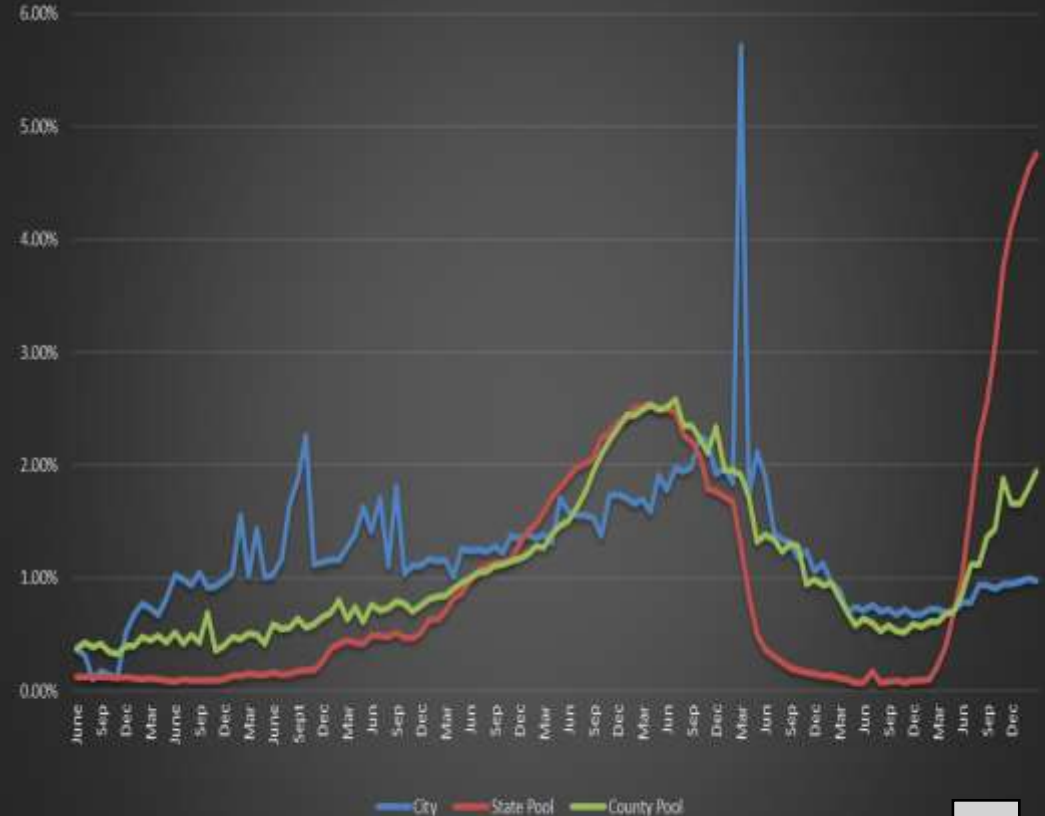
Investment Portfolio

Item 2.

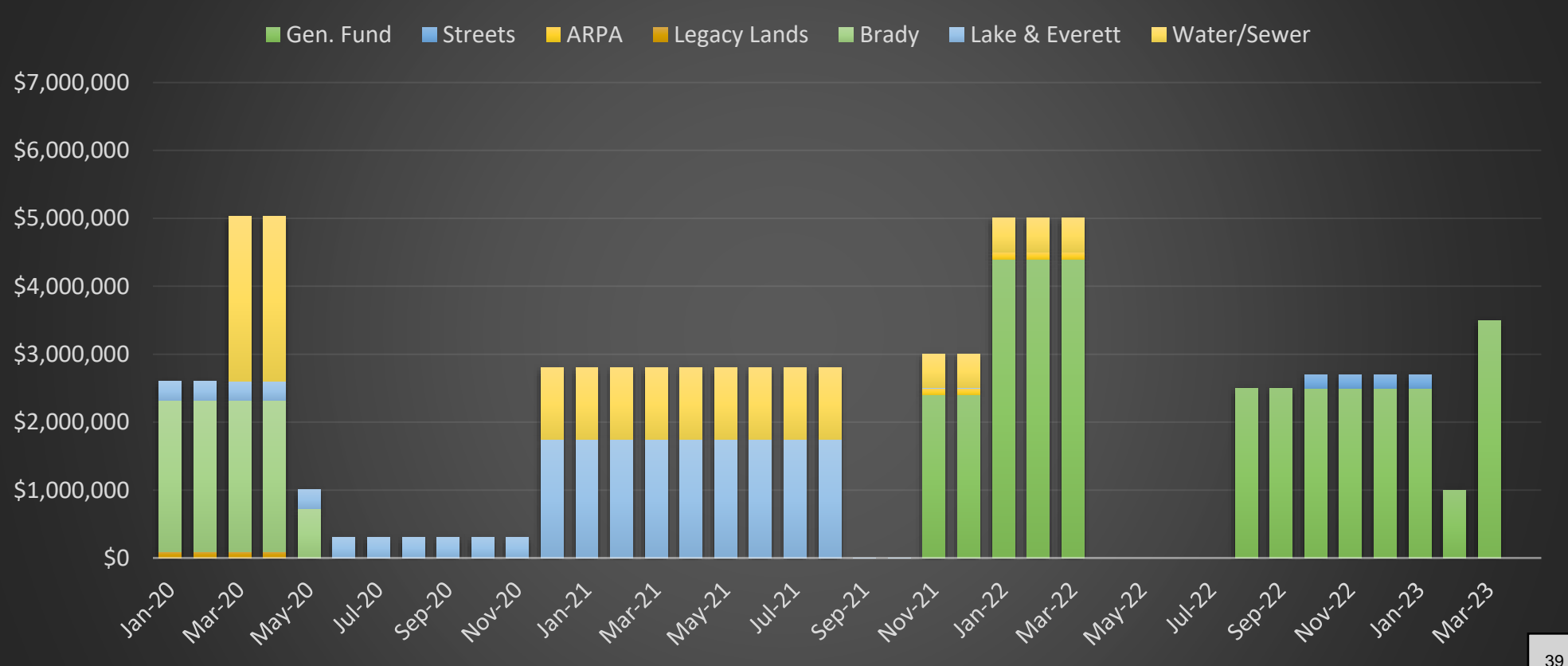
Portfolio Structure



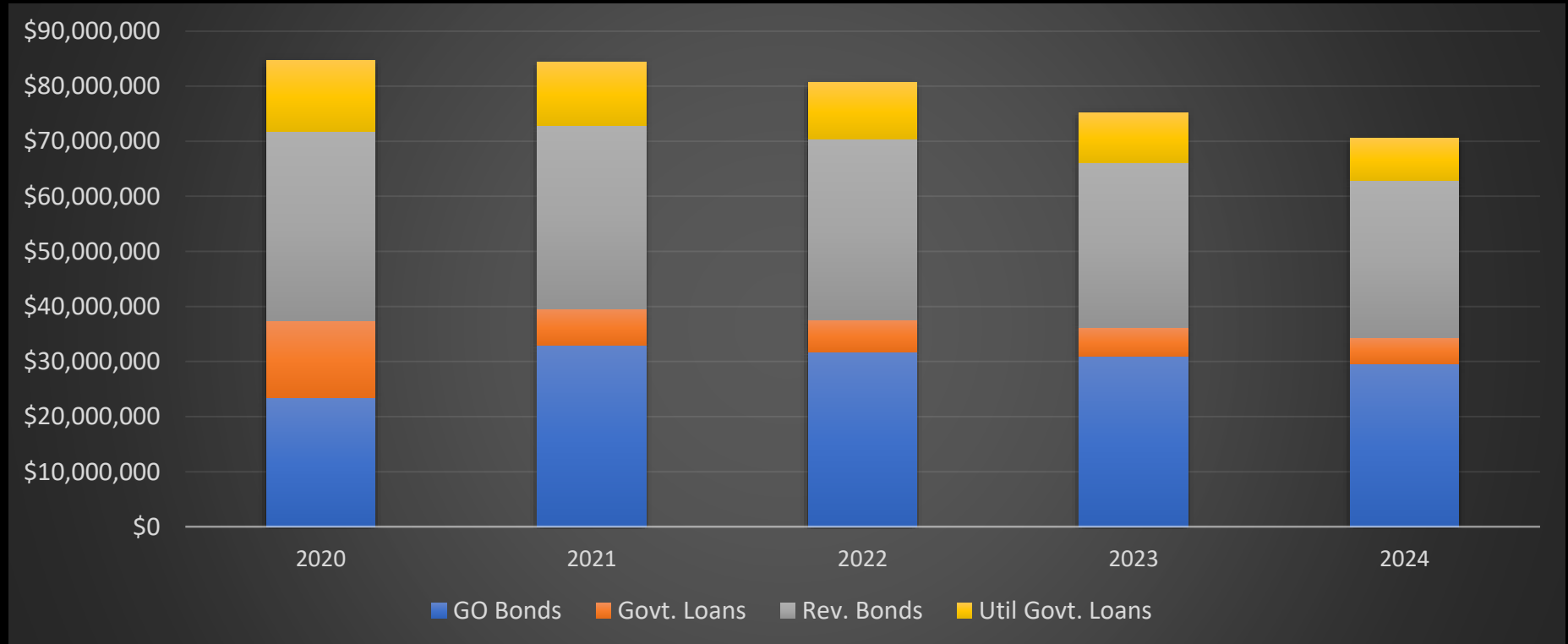
Portfolio Performance 2013-2023



Line of Credit



Debt Outstanding

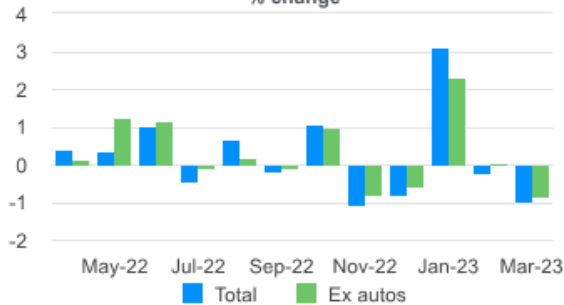


City may be issuing \$15,000,000 for transportation, parks and facilities in May

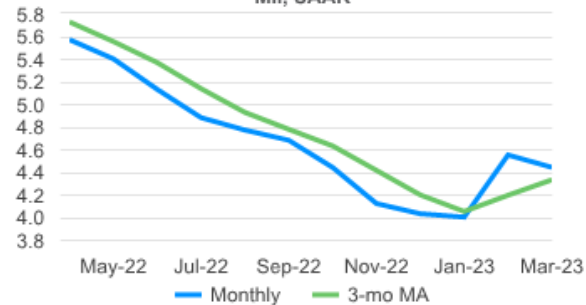
Outlook

- Jobless claims trended higher
- Conference Board Leading Economic Index declined again March – pointing to the impending economic slowdown
- Housing continues to feel the weight of elevated mortgage rates
- Locally – watch on REET, Sales Tax, and Building Permits

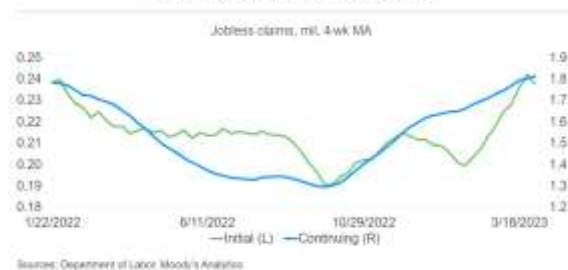
Retail Sales
% change



Existing Home Sales
Mil, SAAR



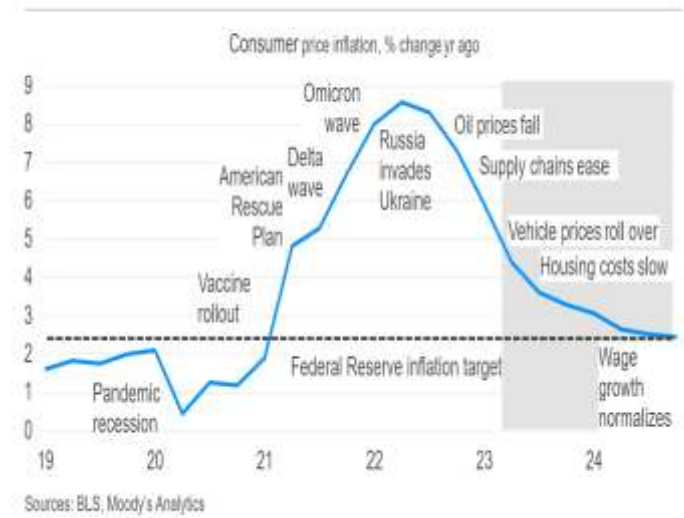
Revisions Show U.S. Labor Market Cooling



New Single-Family Houses Sold
Ths, SAAR



U.S. Inflation Is Headed Back to the Fed's Target



Sources: BLS, Moody's Analytics



Questions



Staff Report

May 1, 2023 Council Workshop Meeting

Sprint/T-Mobile Lower Prune Hill Lease Amendment/Renewal

Presenter: Rob Charles, Utilities Manager

Time Estimate: 5 minutes

| Phone | Email |
|--------------|-------------------------|
| 360.817.7003 | Rcharles@cityofcamas.us |

BACKGROUND: An existing 500,000 gallon reservoir at the Lower Prune Hill site north of NW 18th Loop has reached the end of its useful life and will be demolished in the fall/winter 2023 and replaced with a larger tank by the summer/fall of 2024. Sprint/T-Mobile have existing infrastructure on the 500,000 gallon tank which the City has requested be moved to another existing reservoir on the site.

SUMMARY: The existing lease on the site needs to be renewed due to the change in equipment and to update lease terms with the relocation of Sprint/T-Mobile's equipment. The amended lease agreement has been reviewed by the City's attorney. Sprint/T-Mobile will have infrastructure removed from the 500,000 gallon tank and relocated to the second, adjacent reservoir on site prior to the City's new reservoir and booster station construction.

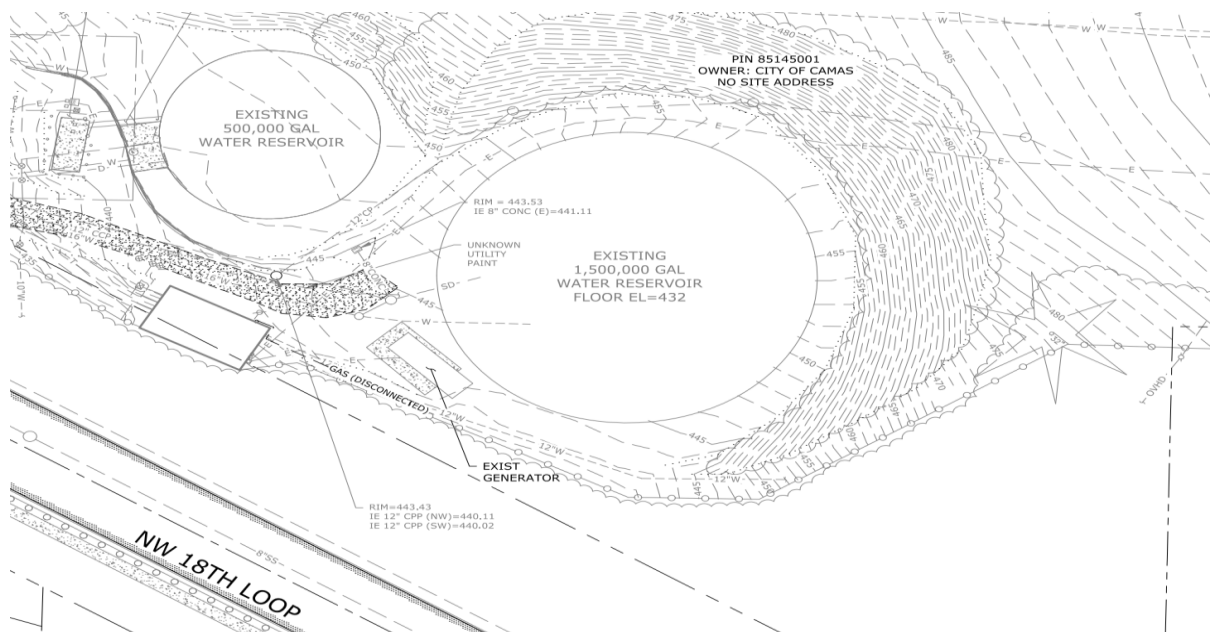


Figure 1: Existing Lower Prune Hill Reservoir site layout

BUDGET IMPACT: The updated lease terms require that Sprint/T-Mobile pay the City \$2,300 per month for use of the site, which is on par with revenue collected for cell equipment at other

City sites. The lease amendment will extend for 10 years, with two five (5) year extensions extending the lease out until 2043. Either party can cancel the lease at any time with 60 day notice prior to any of the lease renewal periods.

RECOMMENDATION: Staff recommends this item be placed on the May 15th, 2023 Regular Council Meeting Consent Agenda for Council's consideration.

SECOND AMENDMENT TO AND REINSTATEMENT OF FACILITIES LEASE

THIS SECOND AMENDMENT TO AND REINSTATEMENT OF FACILITIES LEASE (“**Second Amendment**”) is entered into effective on the date of the last party to execute this Second Amendment (“**Effective Date**”), by and between City of Camas (“**LESSOR**”), and Sprint Spectrum Realty Company, LLC (formerly a limited partnership), successor in interest to Sprint Spectrum LLC (formerly a limited partnership) (“**LESSEE**”).

RECITALS

WHEREAS, LESSOR and LESSEE (or their predecessors in interest) entered into that certain **Facilities Lease** dated May 1, 1999 as amended by **Amendment No. 1 to Facilities Lease** dated November 16, 2012 (“**Agreement**”), whereby LESSOR leased to LESSEE certain premises described therein, together with all other space and access and utility easements pursuant to the terms of the Agreement (collectively, the “**Site**”), that are a portion of the property located at 600 NW 18th Loop, Camas, WA (“**Property**”);

WHEREAS, LESSOR and LESSEE hereby affirm that, as of the date hereof: (i) no breach or default by LESSOR or Lessee occurred; and (ii) the Lease, and all the terms, covenants, conditions, provisions and agreements thereof, except as expressly modified by this Second Amendment, are in full force and effect, with no defenses or offsets thereto;

WHEREAS, LESSOR and LESSEE desire to reinstate and extend the Agreement and add additional renewal terms to the Agreement; and

WHEREAS, LESSOR and LESSEE, in their mutual interest, wish to amend the Agreement on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the foregoing Recitals which are incorporated herein by this reference, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, LESSOR and LESSEE hereby agree as follows:

1. Extension of Term of Agreement. The parties agree that the term of the Agreement shall be extended to April 30, 2033 (“**Extended Term**”). Such Extended Term shall be deemed to have automatically commenced on the same terms and conditions of the Agreement (except as modified herein), immediately upon the expiration of the final term contemplated by the Agreement.

2. Renewal Terms. Upon the expiration of the Extended Term, and notwithstanding anything to the contrary in the Agreement, LESSEE shall have the right to renew the term of the Agreement for up to two (2) additional and successive five (5) year periods (each a “**Renewal Term**”). Each Renewal Term shall automatically commence, on the same terms and conditions of the Agreement, without further action by LESSEE or LESSOR, unless (i) the Agreement is sooner terminated in accordance with its terms or (ii) Either LESSEE provides LESSOR or LESSOR provides LESSEE with written notice of its intention not to renew at least sixty (60) days prior to the expiration of the Extended Term or of any **Renewal Term**.

3. Rent. The amount of rent payable during the Extended Term and each Renewal Term shall be as follows, notwithstanding any different rental rates or escalation factors set forth in the Agreement:

(a) From and after May 1st, 2023 (the “**Extended Term Commencement Date**”), LESSEE shall pay LESSOR or designee, as rent, two thousand three hundred dollars and 00/100 (\$2,300.00) per month (“**Rent**”). Prior to the Extended Term Commencement Date, the Rent amount shall

be as set forth in the Agreement. Where duplicate Rent payment would occur, a corollary credit shall be applied by LESSOR for any prepayment of Rent by LESSEE applicable to the month that contains the Extended Term Commencement Date. Thereafter, Rent will be payable monthly in advance by the fifth (5th) day of each month to LESSOR at LESSOR's address as provided below. Notwithstanding the foregoing or anything to the contrary contained in the Agreement as amended by this Amendment (the "**Lease**"), further additions, upgrades or modifications to the Antenna Facilities shall not require LESSOR consent or an increase in Rent or the payment of any other additional charges or fees. The parties hereby agree that, as of the date of this Amendment, there are no payment obligations of LESSEE 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 LESSEE shall be billed by LESSOR to LESSEE 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 LESSOR.

(b) For any Renewal Terms, Rent shall be adjusted, effective on the first day of each Renewal Term, to an amount equal to three percent (3%) of the Rent in effect immediately prior to the adjustment date.

4. Notices. All notices, requests, demands and communications under the Lease will be given by first class certified or registered mail, return receipt requested, or by a nationally recognized overnight courier, postage prepaid. Notices will be addressed to the parties as follows:

LESSOR:

City of Camas
Attn: Utilities Manager
11608 NE 107th St.
Camas, WA 98662

LESSEE:

Sprint Property Services
Sprint Site ID: PO33XC138
Mailstop KSOPHD0101-Z2650
6220 Sprint Parkway
Overland Park, Kansas 66251-2650

With a mandatory copy to:
Sprint Law Department
Attn: Real Estate Attorney
Sprint Site ID: PO33XC138
Mailstop KSOPHD0101-Z2020
6220 Sprint Parkway
Overland Park, Kansas 66251-2020

Either party hereto may change the place for the giving of notice to it by not less than thirty (30) days' prior written notice to the other as provided herein.

5. Required Consents. LESSOR represents and warrants that LESSOR has obtained all required consents in connection with entering into this First Amendment (including, without limitation, all

master LESSOR, lender and secured party consents, if applicable). If any other consent, authorization or approval of LESSOR is required or requested by LESSEE from time to time under the Lease, such approval, consent or authorization shall not be unreasonably withheld, conditioned or delayed.

6. **Recording of Documents.** LESSOR approves and agrees to cooperate with the recording of the Memorandum of Lease Amendment and Restatement attached hereto as **Schedule II** and incorporated herein (together with such changes therein as may be required to comply with local law and requirements) in the recording jurisdiction where the Property is located.

7. **Supplemental Terms and Conditions.** The Agreement is amended to incorporate all the provisions set forth on **Schedule I** attached hereto and hereby incorporated by reference herein. The provisions set forth on said Schedule supplement and affirm LESSEE's rights under the Agreement, and shall not be construed to limit or waive, any of the rights of LESSEE under the Agreement.

8. **Other Terms and Conditions Remain.** In the event of any inconsistencies between the Agreement and this Second Amendment, the terms of this Second Amendment shall govern and control. Except as expressly set forth in this Second Amendment, the Agreement otherwise is unmodified and remains in full force and effect in accordance with its terms and conditions.

9. **Miscellaneous.** LESSOR acknowledges that: (a) LESSOR has read and understands this Second Amendment and the underlying Agreement and (b) LESSOR has been advised and is informed that if LESSOR does not enter into this Second Amendment, the underlying Agreement between LESSOR and LESSEE, including any termination or non-renewal provisions therein, will remain in full force and effect in accordance with its terms. LESSOR hereby acknowledges that LESSEE's facilities and use of the Site as of the Effective Date are in conformity with the Agreement. This Second Amendment may be executed in multiple counterparts. Signatures hereon sent by facsimile, e-mail or other electronic means shall be treated as original signatures.

IN WITNESS WHEREOF, the parties have caused their properly authorized representatives to execute and deliver this Second Amendment effective as of the Effective Date.

LESSOR:**City of Camas**

By: _____

Print Name: _____

Title: _____

Date: _____

LESSEE:**Sprint Spectrum Realty Company, LLC, a
Delaware limited liability company**

By: _____

Print Name: **Eamon O'Leary**Title: **Sr Area Director**Date: **4.12.23**

TMO
Legal

Digitally
signed by
TMO Legal
Date:
2023.04.04
08:31:23
+04'00'



TMO Signatory Level: L04/L05

SCHEDULE I

Second Amendment to and Reinstatement of Facilities Lease Agreement

1. Improvements.

(a) **Equipment Relocation & Modification.** LESSEE shall relocate its existing Antenna Facility to accommodate LESSOR'S plans to demolish and replace the existing south water reservoir on the property. LESSOR shall be required to remove its existing Antenna Facility from the south reservoir. LESSEE shall be permitted to relocate its Antenna Facility to the north reservoir as shown in the attached Exhibit B-2 which is incorporated herein by this reference. LESSEE'S relocated Antenna Facility depicted on Exhibit B-2 shall include a 416 square foot leased Premises for ground equipment and space on the north water reservoir for its antennas and ancillary equipment. Exhibit B and Exhibit B-1 is deleted in its entirety and shall no longer have any effect. All references in the Agreement to Exhibit B shall also apply to this Exhibit B-2.

(b) **Use of Premises.** The following shall replace Section 4. USE OF PREMISES of the Facilities Lease in its entirety:

LESSEE may update or replace the Antenna Facility from time to time with 60 day notification to LESSOR provided that the replacement facilities are in their same location within the Leased Space and not greater in number or size or different in type, color or shape or height than the existing facilities. In the event that technological or engineering changes warrant an alternative design that does not meet the above design criteria, LESSOR may approve an alternative design for the Antenna Facility provided that the appearance of the antennas and equipment is compatible with the existing facilities. Tenant must submit an application to the City of Camas Planning Department for either a minor or major modification when replacing or adding antennas or equipment. LESSEE shall submit to LESSOR a written request for any such change and any supplemental materials as may be requested, for LESSOR's evaluation and approval. Except as may be required by FAA or FCC requirements, no lights or signs may be installed on the Premises or as part of the Antenna Facility. LESSEE further agrees to monitor the Antenna Facility for fire, smoke, intrusion, and A/C power failure by LESSEE's 24-hour electronic surveillance system. In connection therewith, LESSEE has the right to do all work necessary to prepare and maintain the Premises for LESSEE's business operations and to install transmission lines connecting the antennas to the transmitters and receivers, after sufficient notice, review and approval by the LESSOR. All of LESSEE's construction and installation work shall be performed at LESSEE's sole cost and expense and in a good and workmanlike manner, in the determination of LESSOR. LESSEE shall be responsible for obtaining and maintaining any permits or licenses required for its work, including land use permits. LESSOR shall also submit a construction schedule to LESSOR for the LESSOR's approval.

(c) **Liens:** The following shall replace Section 17. LIENS of the Facilities Lease in its entirety:

LESSEE shall keep the premises free and clear of all liens, including mechanic's, materialmen's, or other liens for work or labor done, and liens for services, materials, appliances and power performed, contributed, furnished or used or to be used in or about the premises, or in connection with any operations of LESSEE, or any alteration, improvement, repair, or addition which LESSEE

may make, permit, or cause to be made or any work or construction by, for, or permitted by LESSEE on or about the premises. LESSEE shall not be responsible for liens caused by LESSOR's activities on the premises.

Nothing in this lease shall be deemed or construed in any way as constituting the consent or request of LESSOR, express or implied, by inference or otherwise, to any contractor, subcontractor, laborer, or materialman, for the performance of any labor or the furnishing of any materials for any specific improvement, alteration to, or repair of the premises or any part thereof, nor as giving LESSEE any right, power, or authority to contract for or permit the rendering of any services or the furnishing of any materials that would give rise to the filing of any lien against the premises or any part thereof.

In the event that any lien, charge, or order for the payment of money described as the responsibility of LESSEE in this section is filed against LESSOR or any portion of the premises, LESSOR shall, at its own cost and expense, cause the same to be discharged of record or bonded within sixty (60) days after notice from LESSOR to LESSEE, in the manner provided herein, of the filing thereof; and Lessee shall indemnify and save harmless LESSOR against and from all costs, liabilities, suits, penalties, claims, and demands, including reasonable counsel fees, resulting therefrom.

2. Access to Leased Space. LESSEE shall have reasonable access to the Leased Space 24 hours a day, 7 days a week. Lessee will be provided 24 hour 7 days a week access to the site through a control pad with a specific access code, or other similar type of access control, provided by the city. LESSOR retains and reserves the right to access the Leased Space at all times. LESSEE, its agents, independent contractors, or sub-contractors shall, upon leaving the Leased Space, ensure that the Leased Space is in the condition as required pursuant to Section 7 of the Facilities Lease.

3. Termination. The following shall replace Section 20. TERMINATION of the Facilities Lease in its entirety. Except as may otherwise be expressly provided in this Schedule, the Lease may be terminated, without any penalty or further liability as follows:

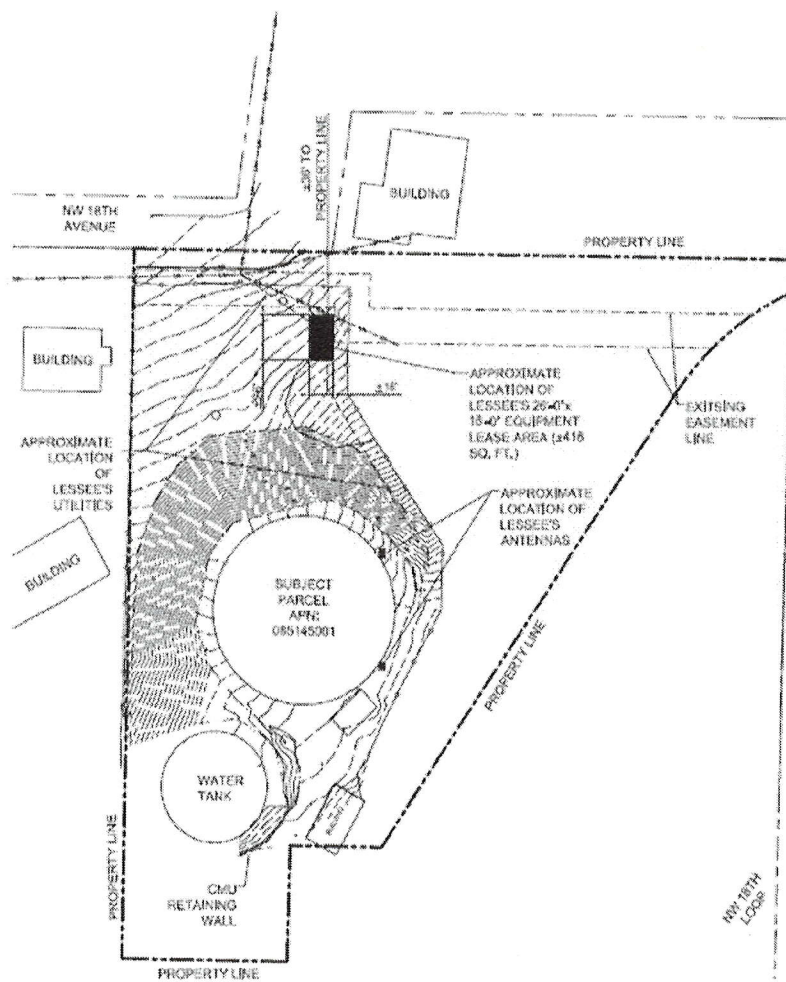
(a) upon thirty (30) days' written notice by LESSEE if LESSEE determines that the Property or the Antenna Facilities are inappropriate or unnecessary for LESSEE's operations for economic or technological reasons; or

(b) by LESSEE, as of an annual anniversary of the Commencement Date or Effective Date, provided LESSEE provides LESSOR written notice of such termination at least ninety (90) days prior to such annual anniversary.

(c) upon three hundred sixty (360) days' written notice by LESSOR, for any reason as determined by the City in its reasonable discretion.

The foregoing termination rights are in addition to any other termination rights of LESSEE set forth in the Agreement.

EXHIBIT B-2
(PAGE 1 OF 1)



SCHEDULE II

Second Amendment to and Reinstatement of Facility Lease

Memorandum of Facility Lease Agreement and Reinstatement

MEMORANDUM OF LEASE AMENDMENT AND REINSTATEMENT

This Memorandum of Lease ("Memorandum") dated as of _____ is entered into between City of Camas ("LESSOR") and Sprint Spectrum Realty Company, LLC, a Delaware limited liability company ("LESSEE") regarding a portion of the property.

See Attached Exhibit "A" incorporated herein for all purposes

The Lease is for a term of ten (10) years which term commenced on May 1st, 2023, and will expire at midnight on April 30, 2033. LESSEE shall have the right to extend this Lease for two (2) additional and successive five-year terms.

This Memorandum is solely for the purpose of giving constructive notice of the Lease. In the event of a conflict between the terms of the Lease and this Memorandum, the terms of the Lease shall control.

LESSOR: City of Camas

By: _____ [NOT FOR EXECUTION]

Printed Name: _____

Title: _____

Date: _____

LESSEE: Sprint Spectrum Realty Company, LLC, a Delaware limited liability company

By: _____ [NOT FOR EXECUTION]

Printed Name: _____

Title: _____

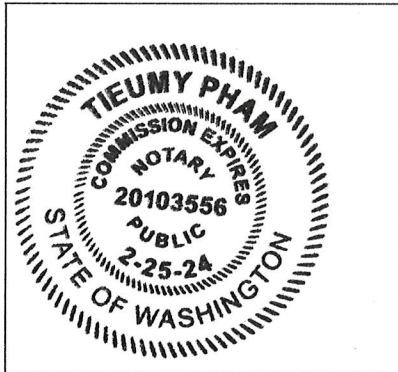
Date: _____

[Notary block for LESSEE]

State of Washington)
County of King) ss.

I certify that I know or have satisfactory evidence that Eamon O'Leary is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath, stated that he/she was authorized to execute the instrument and acknowledged it as the Sr. Director of Sprint Spectrum Realty Company, LLC, a Delaware limited liability company, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: 04.12.2023



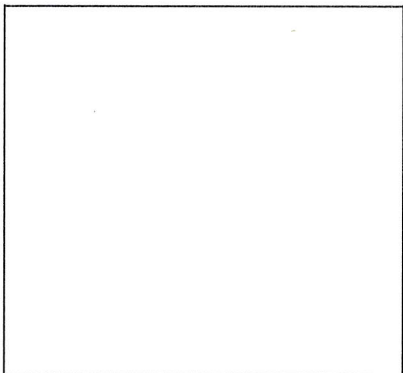
Tieumy Pham
Notary Public
Print Name TIEUMY PHAM
My commission expires 02.26.24

[Notary block for LESSOR]

State of _____)
) ss.
County of _____)

I certify that I know or have satisfactory evidence that _____ is
the person who appeared before me, and said person acknowledged that he/she signed this instrument,
on oath stated that he/she was authorized to execute the instrument and acknowledged it as the
_____ of, to be the free and voluntary act of such
party for the uses and purposes mentioned in the instrument.

Dated: _____



Notary Public
Print Name _____
My commission expires _____

Memorandum of Lease Amendment and Restatement**Exhibit A - Legal Description**

The Property is legally described as follows:

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 $16^{\circ}55'$ 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 line of said Section 10; thence East following the North line of said 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 10 286.8 feet West thereof; 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.

MEMORANDUM OF LEASE AMENDMENT AND RESTATEMENT

This Memorandum of Lease ("Memorandum") dated as of _____ is entered into between City of Camas ("LESSOR") and Sprint Spectrum Realty Company, LLC, a Delaware limited liability company ("LESSEE") regarding a portion of the property.

See Attached Exhibit "A" incorporated herein for all purposes

The Lease is for a term of ten (10) years which term commenced on May 1st, 2023, and will expire at midnight on April 30, 2033. LESSEE shall have the right to extend this Lease for two (2) additional and successive five-year terms.

This Memorandum is solely for the purpose of giving constructive notice of the Lease. In the event of a conflict between the terms of the Lease and this Memorandum, the terms of the Lease shall control.

LESSOR: City of Camas

By: _____

Printed Name: _____

Title: _____

Date: _____

LESSEE: Sprint Spectrum Realty Company, LLC, a Delaware limited liability company

By: _____

Printed Name: **Eamon O'Leary**

Title: **Sr Area Director**

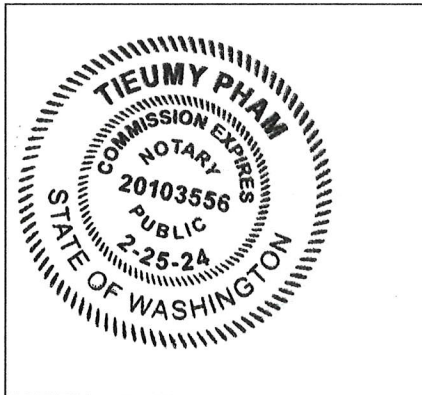
Date: **4-12-23**

[Notary block for LESSEE]

State of Washington)
County of King) ss.

I certify that I know or have satisfactory evidence that Eamon O'Leary is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as the Sr. Director of Sprint Spectrum Realty Company, LLC, a Delaware limited liability company, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: 04.12.2023



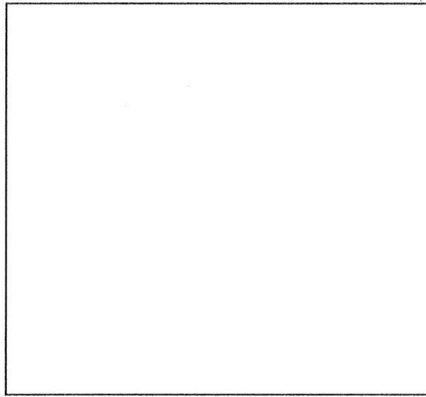
Tieumy Pham
Notary Public
Print Name TIEUMY PHAM
My commission expires 02.25.24

[Notary block for LESSOR]

State of _____)
) ss.
 County of _____)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as the _____ of, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: _____



 Notary Public

Print Name _____

My commission expires _____

Memorandum of Lease Amendment and Restatement

Exhibit A - Legal Description

The Property is legally described as follows:

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 $16^{\circ}55'$ 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 line of said Section 10; thence East following the North line of said 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 10 286.8 feet West thereof; 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.

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.

Facilities Lease

Page 2

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

Facilities Lease

Page 4

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,

Facilities Lease

Page 10

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

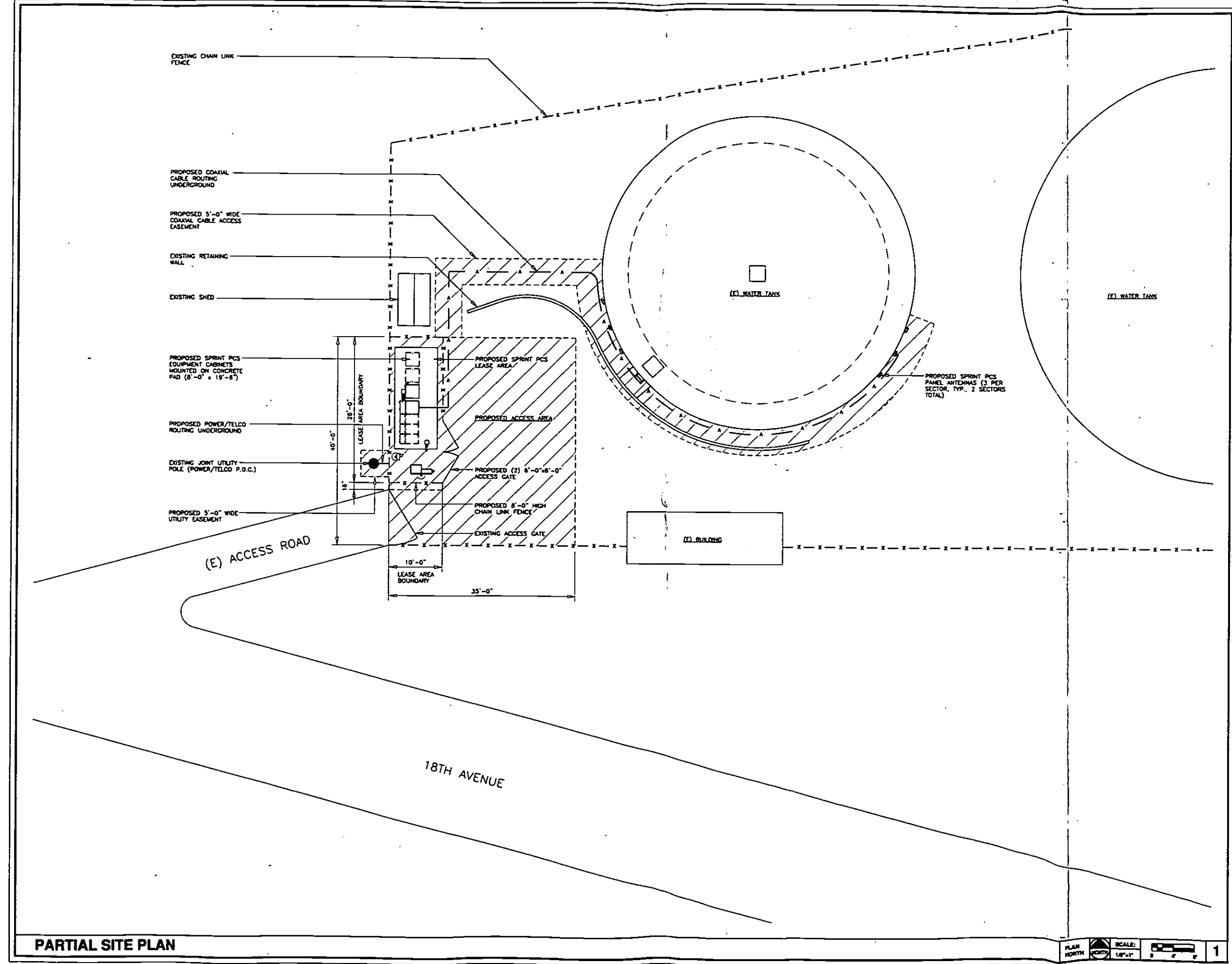


SSLP Initials



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'-0"
1

Sp Item 3.
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 925-468-0355

CONSULTANT:

DRAWN BY: HT
CHK.:
APV.:

LICENSURE:

SHEET TITLE:
SITE PLAN

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

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 entirety 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: _____

Title: _____

Date: _____



Scott Higgins

Mayor

November 5, 2012
(Date must be completed)

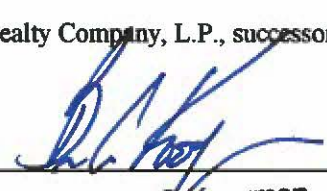
Lessee:
Sprint Spectrum Realty Company, L.P., successor in interest to Sprint Spectrum L.P.

By: _____

Printed Name: _____

Title: _____

Date: _____



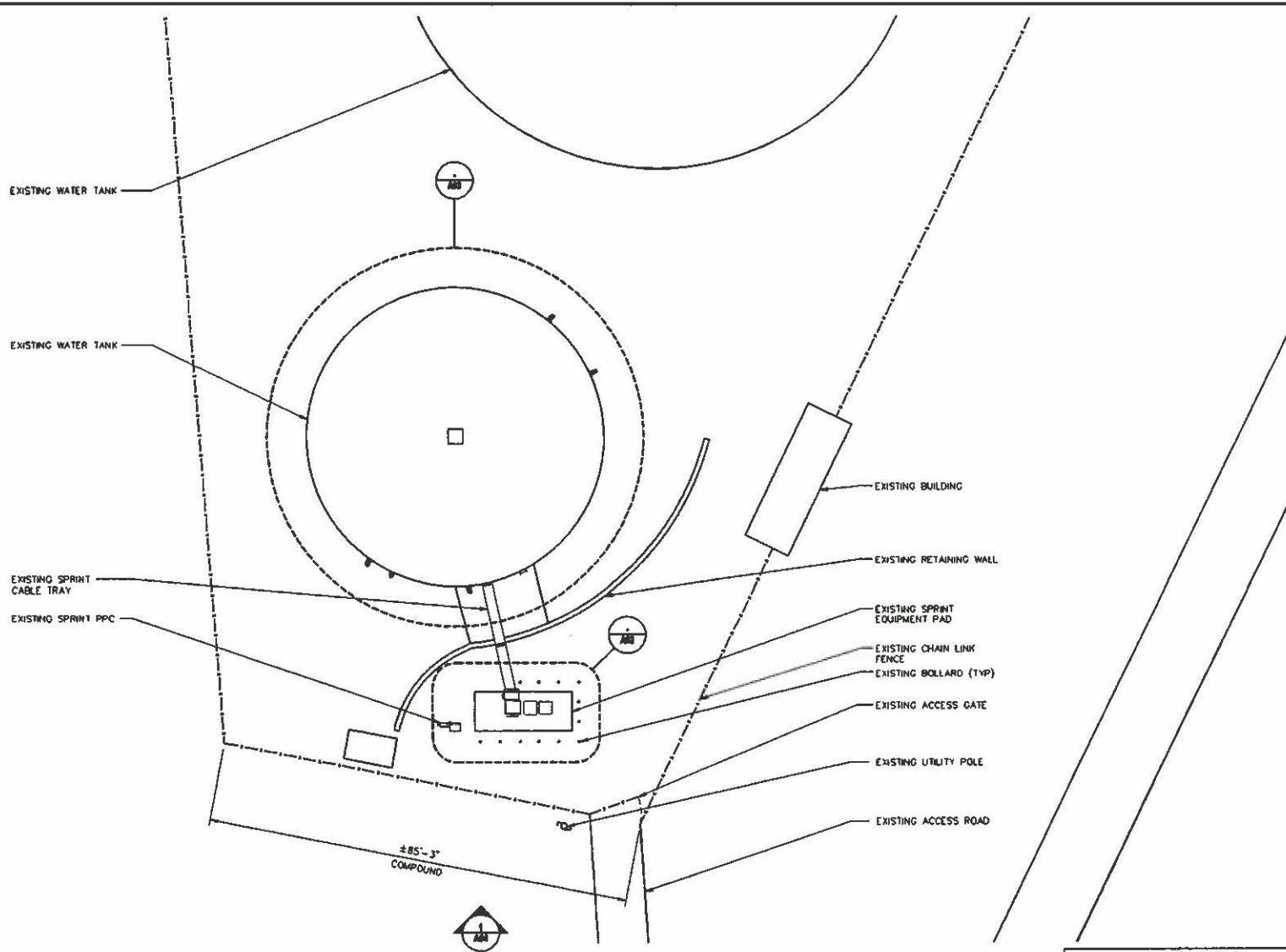
Brian C. Kooyman
Manager Real Estate

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' | |



| | | | | |
|---|----------|--|----------------|---------------|
|  | | | | |
|  | | | | |
|  | | | | |
|  | | | | |
|  | | | | |
|  | | | | |
|  | | | | |
|  | | | | |
|  | 04-05-18 | ADDED PER CUMT COMPLETION | WJZ | JMP |
|  | 05-15-12 | INITIAL SUBMISSION NOT FOR COMPLETION | WJZ | JMP |
| REV. | DATE | REVISION DESCRIPTION | DESIGNED BY | CHECKED BY |

PRELIMINARY

PROJECT NUMBER: 332.3065

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

PO33XC138

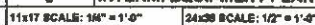
| | | |
|-------------------|------------|----------|
| DESIGN TYPE | | |
| SITE MODIFICATION | | |
| DEFINITION BY | CHECKED BY | DATE |
| KAZ | | 03-08-12 |

SHEET TITLE: COMPOUND PLAN









| | |
|--------------|-----|
| SHEET NUMBER | REV |
| A01 | B |



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



Sprint®

| | | | | |
|---|----------|---|----------|----------|
|  | | | | |
|  | | | | |
|  | | | | |
|  | | | | |
|  | | | | |
|  | | | | |
|  | 0400 12 | ADDED FOR COURT COMMENTS | NOT | YES |
|  | 05 13 13 | PTIAL ENCLASSED NOT FOR CONSTRUCTION | NOT | YES |
| REV | DATE | REVISION DESCRIPTION | DRAWN BY | CHECK BY |

B



| Project Name | Start Date | End Date | Status |
|--------------|------------|------------|-------------|
| Project A | 2023-01-01 | 2023-03-31 | Completed |
| Project B | 2023-04-01 | 2023-06-30 | In Progress |
| Project C | 2023-07-01 | 2023-09-30 | Planned |

[illegible]

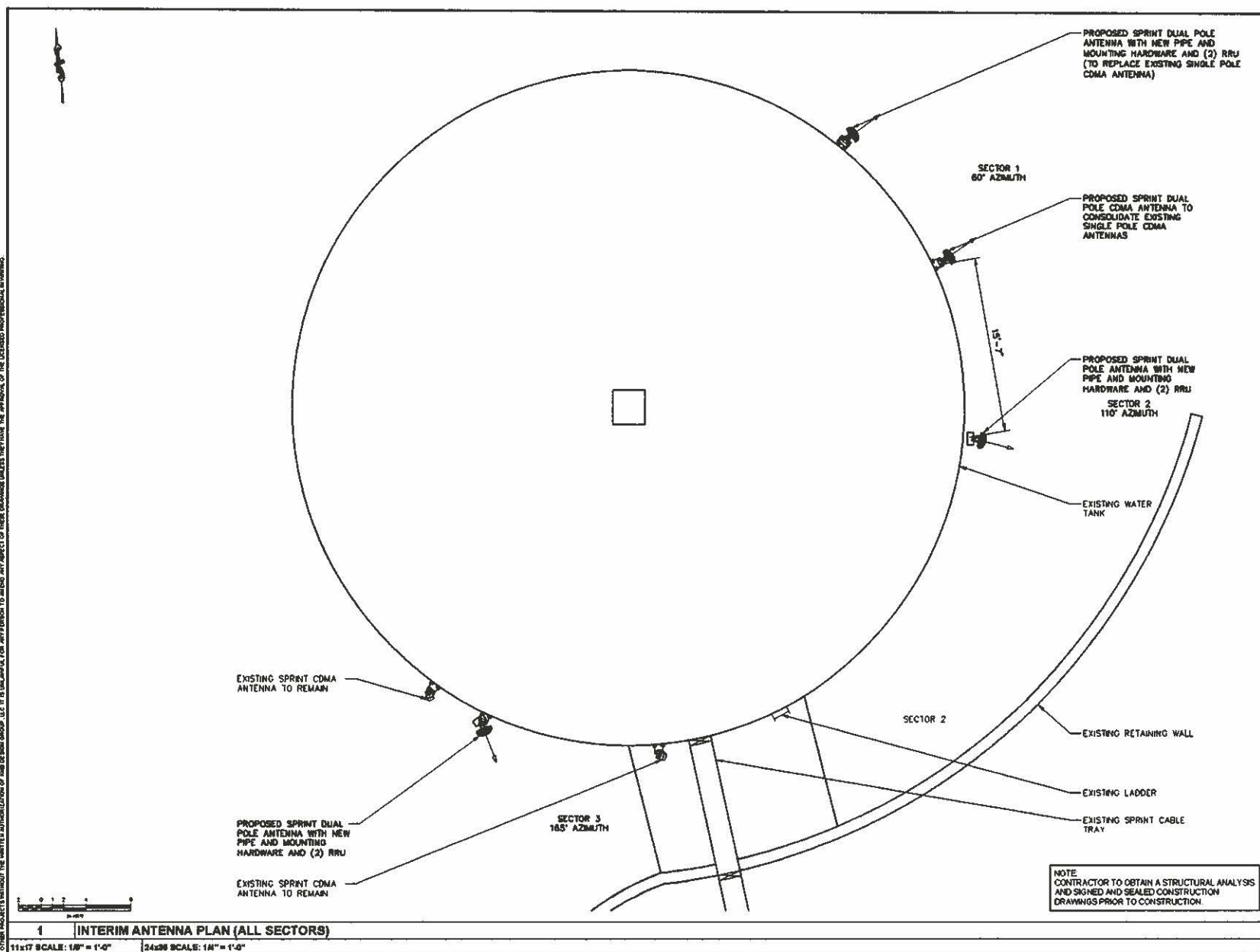
2822 NW 18TH STREET
CAMAS, WA 98607
CLARK COUNTY
PO33XC138




















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

EXISTING ANTENNA
PLAN (ALL SECTORS)

ADD D

[illegible]



| | | | | |
|---|--|--|--|--|
|  | | | | |
|  | | | | |
|  | | | | |
|  | | | | |
|  | | | | |
|  | | | | |
|  | | | | |
|  | | | | |
|  | | | | |
|  | | | | |
|  | | | | |
|  | | | | |
|  | | | | |
|  | | | | |
|  | | | | |
|  | | | | |
|  | | | | |
|  | | | | |
|  | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |

PRELIMINARY

PROJECT NUMBER
332.3065

NOTE AND ORIGINATOR
**2822 NW 18TH STREET
CAMAS, WA 98607
CLARK COUNTY
PO33XC138**

| | | |
|-------------------|-------------|----------|
| DESIGN TYPE: | | |
| SITE MODIFICATION | | |
| DRAWN BY: | CHECKED BY: | DATE |
| KAZ | | 03-08-12 |

INTERIM ANTENNA
PLAN (ALL SECTORS)

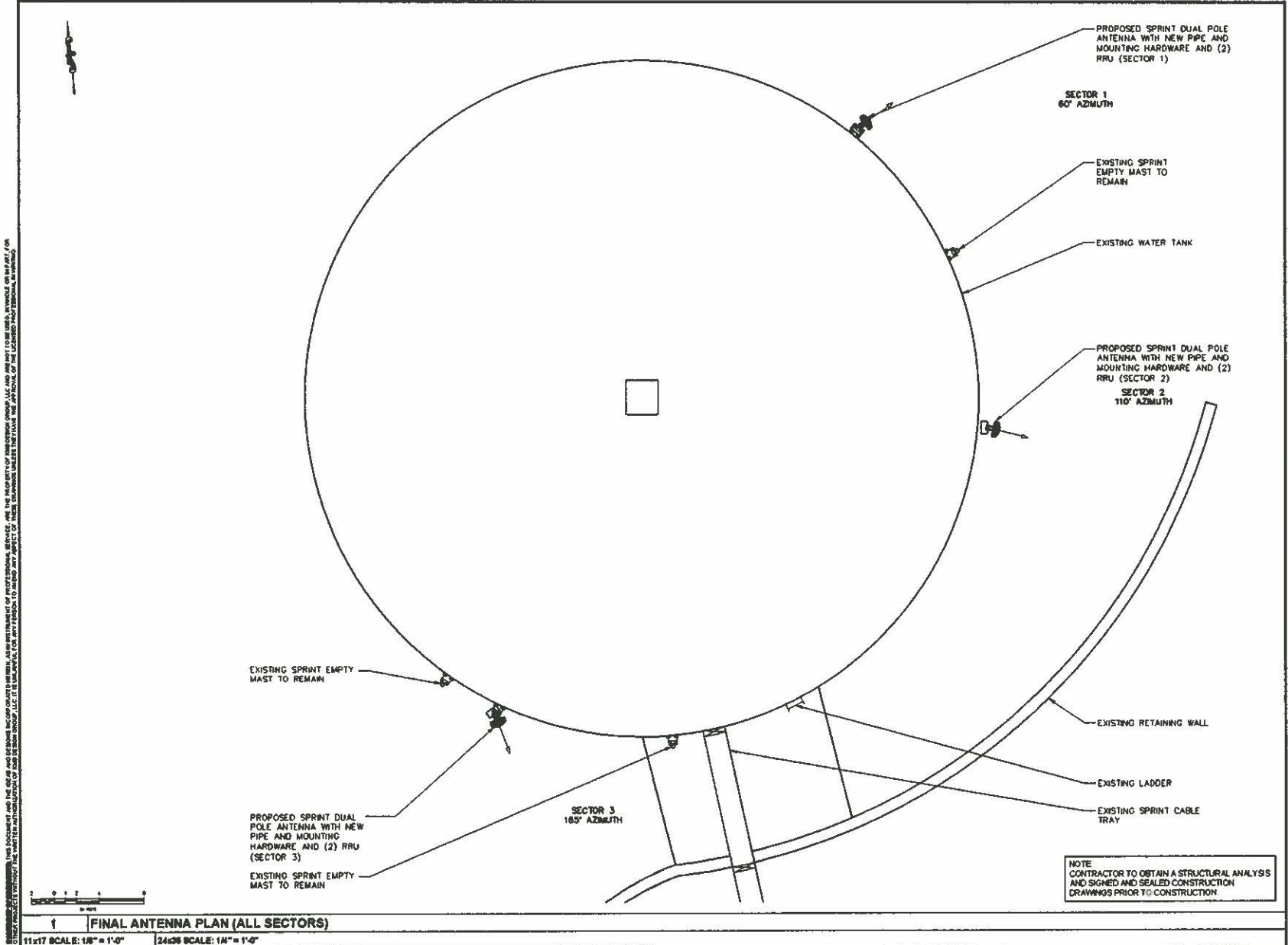
| | |
|--------------|-----|
| SHEET NUMBER | REV |
| A03A | B |

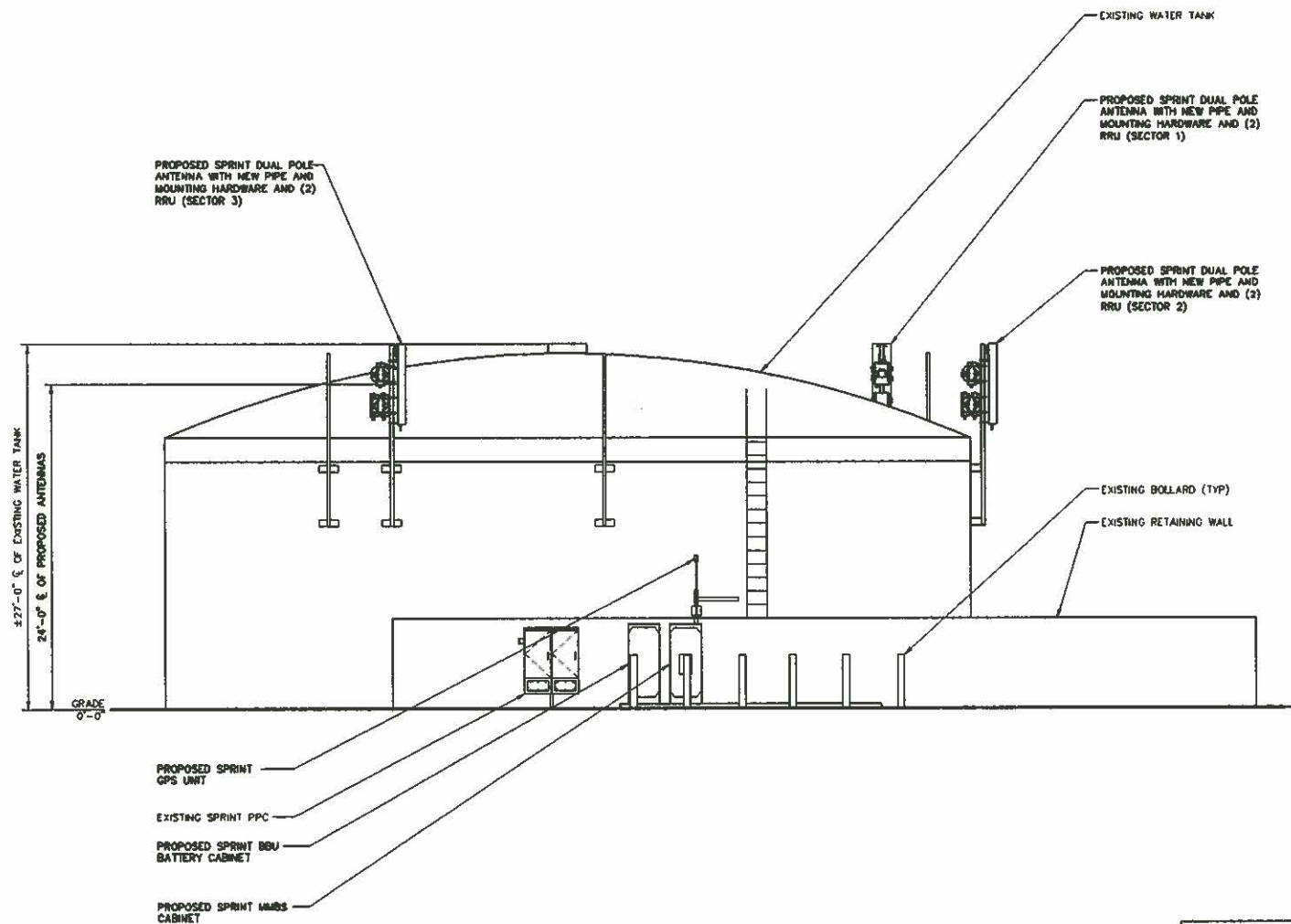


| △ | | | | |
|------|----------|--|----------|------------|
| △ | | | | |
| △ | | | | |
| △ | | | | |
| △ | | | | |
| △ | 04-05-12 | REVISED PER CLIENT COMMENTS | AKB | JMO |
| △ | 06-10-12 | REVISED SUBMITTAL SET FOR CONSTRUCTION | AKB | JMO |
| REV. | DATE | REVISION DESCRIPTION | DRAWN BY | CHECKED BY |

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: KAZ | CHECKED BY: AKB |
| DATE: 03-08-12 | |
| SHEET TITLE: FINAL ANTENNA PLAN (ALL SECTORS) | |
| SHEET NUMBER: A03B | REV: B |





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

SOUTH ELEVATION

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

[illegible]

PRELIMINARY

RESEARCH

332.3065

GET INFORMATION

2822 NW 18TH STREET
CAMAS, WA 98607
CLARK COUNTY

PO33XC138

RENTON, WASH.

SITE MODIFICATION

DATE: _____

KAZ

03-08-12

2000

ELEVATION

WHAT'S NEW

A04

B