

SITE LEASE AGREEMENT

THIS LEASE is entered into this _____ day of _____, 2018, by and between the City of Camas, Washington, a Municipal Corporation (hereinafter "City") and Sprint Spectrum L.P., a Delaware limited partnership, whose address is 6391 Sprint Parkway, Overland Park, Kansas 66212 (hereinafter "Tenant").

City is the owner in fee simple of a parcel of land located in the City, legally described on the attached Exhibit A (the "Premises"). Tenant desires to lease space on and air space above the Premises as described below for the installation and operation of certain equipment which includes requisite antennas, and connecting cables and appurtenances (collectively, "Equipment") for use in connection with its wireless telephone communications service ("Service").

In consideration of their mutual covenants, the parties agree as follows:

1. **Leased Premises.** City leases to Tenant and Tenant leases from City, on a non-exclusive basis, a portion of the Premises described as an approximately 20' x 30' parcel of land as legally described in attached Exhibit A, together with space on the existing water tower for the installation of antennas and associated equipment, and together with necessary space and rights for access and utilities, described and depicted in attached Exhibit B. Tenant may locate its Equipment on the Premises in the manner as described specifically in the attached Exhibit C. Tenant may not add Equipment in addition to that shown on Exhibit C other than as may be approved in writing by the City, which approval will not be unreasonably withheld..

2. **Term.** This Lease shall be five (5) years and shall commence on the date of execution by the City (the "Commencement Date") and shall end at 12:00 a.m. (midnight) on the fifth (5th) anniversary of the Commencement Date. This Lease may be renewed for one (1) additional five-year term upon giving written notice to the City no more than six (6) months before and no later than three (3) months before the end of the current five-year term. The City may refuse to renew (i) in the event of breach of the Lease during the preceding term beyond all applicable notice and cure periods, or (ii) any other reason determined by the City in its reasonable discretion. Any such refusal shall be in writing and shall be received by Tenant at least sixty (60) days prior to expiration of the then current five-year term.

3. **Rent.**

(a) Within fifteen (15) days of the Commencement Date and on the first day of each month thereafter, Tenant shall pay to City as rent two thousand and 00/100 DOLLARS (\$_2,000.00) ("Rent") per month. Rent for any fractional month at the beginning or at the end of the Term or Renewal Term, if any, shall be prorated. Rent shall be payable to the City at 616 NE 4th Avenue, Camas, Washington 98607; Attention: City Finance Department. Tenant shall pay the City a late payment charge equal to five percent (5%) of the amount due for any payment not paid when due. Any amounts not paid when due shall also bear interest until paid at the lesser of the rate of two percent (2%) per month or the highest rate permitted by law.

(b) The Rent shall be increased by three percent (3%) per year throughout the Term of this Lease and Renewal Terms (if any). Each 3% increase shall become effective January 1st of

each calendar year, commencing on January 1, 2018.

4. Permitted Use of Premises.

(a) Tenant shall use that portion of the Premises leased herein for the installation, operation, and maintenance of its Equipment to provide Service. The Equipment and Premises may not be used for cable television services.

(b) Tenant shall, at its expense, comply with all applicable present and future federal, state, and local laws, ordinances, rules and regulations (including laws and ordinances relating to zoning, aesthetics, landscaping, fencing, permits, removal and abandonment, screening, health, radio frequency emissions, other radiation and safety) in connection with the provision of Service and the use, operation, maintenance, construction and/or installation of Equipment on the Premises. Tenant shall obtain all required governmental approvals, authorizations, licenses and permits at Tenant's expense. City agrees to reasonably cooperate with Tenant in obtaining, at Tenant's expense, including reimbursement of City's reasonable attorney, administrative and other related fees, any licenses and permits required by Tenant's use of the Premises. Said cooperation shall in no way infer any special consideration or deviation from the land use and building construction permit approval process of the City that is applicable to the intended use of the Premises by Tenant.

(c) Tenant shall remove the Equipment from the Premises within thirty (30) days following the termination of the Lease. Upon removal of the Equipment, Tenant shall restore the Premises to the reasonable satisfaction of the City, reasonable wear and tear and loss by casualty excepted. All costs and expenses for the removal and restoration to be performed by Tenant shall be borne by Tenant. If, however, Tenant requests permission not to remove all or a portion of the improvements, and City consents to such non-removal, title to the affected improvements shall thereupon transfer to City and the same thereafter shall be the sole and entire property of City, and Tenant shall be relieved of its duty to otherwise remove same.

(d) The City reserves the right to use the property for such purposes as it shall desire including, but not limited to, constructing or installing structures and facilities on the property, or developing, improving, repairing or altering the property. In furtherance of such rights, the Tenant will, upon the City's demand and at the Tenant's sole cost and expense, remove, repair, relocate, change, or reconstruct the Equipment as set forth below. City will provide no less than ninety (90) days prior written notice to Tenant of such requirement to remove, repair, relocate, change, or reconstruct the Equipment. In the event that either: (i) Tenant and City cannot agree on an alternate location for Tenant's Equipment on the Property using commercially reasonable best efforts within such ninety (90) day period, or (ii) Tenant decides not to remove, repair, change or reconstruct the Equipment within such ninety (90) day period, then either party may thereafter terminate this Lease upon ninety (90) days prior written notice to the other party. Tenant shall have the right to install on the Premises temporary communications facilities, including a cell on wheels ("COW") and/or telescoping, guyed or functionally equivalent pole or tower and associated equipment: (x) during any removal, repair, change, or reconstruction pursuant to this section, or (y) until such time as Tenant is commercially operational at the new, alternate Equipment location pursuant to a relocation under this section.

5. Relocation. In the event City desires to redevelop, modify, remodel or in any way alter the Property and/or any improvements located thereon ("Redevelopment"), City shall in good

faith use its best efforts to fully accommodate Tenant's continuing use of the Premises. Should any proposed Redevelopment necessitate the permanent relocation of the Tenant's Equipment, Tenant and City shall use best efforts to find a mutually acceptable alternate location for the Tenant's Equipment on the Premises. Tenant shall relocate or make the necessary alterations, at Tenant's sole cost, expense and risk; provided, however, that City has provided Tenant with no less than ninety (90) days prior written notice of City's proposed Redevelopment. In the event that Tenant and City cannot agree on an alternate location for Tenant's Equipment on the Property using best efforts, within ninety days (90) days following receipt of the notice of Redevelopment, then either party may thereafter terminate this Lease upon ninety (90) days prior written notice to the other party. If the parties agree on an acceptable alternate location for Tenant's Equipment, Tenant and City agree to use their best efforts to amend this Lease to document the new, alternate Equipment location, and from and after the date Tenant begins installation of its Equipment at such new location, such new location shall be deemed the Premises (or part thereof, as applicable) herein. Tenant shall have the right to install on the Premises temporary communications facilities, including a cell on wheels ("COW") and/or telescoping, guyed or functionally equivalent pole or tower and associated equipment, until the Equipment is relocated and operational at the on the Premises until such time as Tenant is commercially operational at the new, alternate Equipment location. Such temporary use by Tenant will not impede City's use of property and access to City facilities. In addition, such temporary use will be limited for 90 days unless approved by the City in writing, which approval will not be unreasonably withheld, conditioned or delayed.

6. **Restoration.** In the event that Tenant causes damage of any kind during the course of installing, operating or maintaining the Equipment, including damage to the premises caused by cutting, boring, jack hammering, excavation or other work, and including latent damage not immediately apparent at the time of the work, Tenant shall repair the damage and/or restore the right-of-way to the extent caused by such damage at its sole cost and expense, without delay or interruption and within the reasonable time period following receipt of written notice by the City of such damage. Restoration of the premises shall be to a condition, which is equivalent to or better than the condition of the premises prior to commencing the installation, operation or maintenance of the Equipment and to a condition satisfactory to the City. Restoration of the right-of-way surface shall either include six inches (611) of crushed surfacing top course and three inches (3") of asphalt, class AB", or be replaced to the original condition, at the City's sole discretion. Whenever part of a square or slab or existing concrete sidewalk or driveway is cut or damaged, the entire square or slab shall be removed and replaced. All materials and compacting shall be in accordance with the "Standards and Specifications for Road, Bridge, and Municipal Construction," as amended.

7. **Improvements.** Tenant may update or replace the Equipment from time to time with City approval provided that the replacement facilities are not greater in number or size or different in type, color or shape or height than the existing facilities. Any change in Equipment location on the Premises will be approved in writing by City. 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. Subject to the foregoing, Tenant may change the Equipment configuration specified in attached Exhibit C with the prior written approval of City. Tenant shall submit to City a written request for any such change and any supplemental materials as may be requested, for City's evaluation and approval. City shall have thirty (30) days after receipt of all requested materials in which to respond to such request and unless City so notifies Tenant to the contrary such approval shall be deemed granted. Notwithstanding the foregoing, in the event of an Equipment outage emergency or damaged Equipment, Tenant may exchange such equipment for similar equipment without prior approval of the City, but upon prior written notice to City. 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 Equipment. Tenant further agrees to monitor the Equipment for fire, smoke, intrusion, and A/C power failure by Tenant's 24-hour electronic surveillance system. In connection therewith, Tenant has the right to do all work necessary to prepare and maintain the Premises for Tenant's business operations and to install transmission lines connecting the antennas to the transmitters and receivers, after reasonable notice to the City. All of Tenant's construction and installation work shall be performed at Tenant's sole cost and expense and in a good and workmanlike manner, in the reasonable determination of the City. Tenant shall also submit a construction schedule to the City for the City's approval, which approval shall not be unreasonably delayed or withheld.

8. **Premises Access.** Tenant shall have reasonable access to the Premises 24 hours a day, 7 days a week. Except in an emergency, Tenant shall provide advance notice to City of intent to access the Premises by any of Tenant's agents, independent contractors, or sub-contractors 72 hours in advance. In the event of emergency, Tenant shall provide as much prior notice as reasonably possible under the circumstances.

City retains and reserves the right to access the Premises at all times and shall be provided with a key to any buildings located thereon. Tenant, its agents, independent contractors, or sub-contractors shall, upon leaving the Premises, ensure that the Premises are in the condition as required pursuant to Section 10 herein.

9. **Utilities.** Tenant shall, at its expense, separately meter charges for the consumption of electricity and other utilities associated with its use of the Premises and shall timely pay all costs associated therewith.

10. **Maintenance.** Tenant shall, at its own expense, maintain the Premises and Equipment on or attached to the Premises in a safe condition, in good repair and in a manner reasonably suitable to City. Additionally, Tenant shall keep the Premises free of debris, graffiti and anything of a dangerous, noxious or offensive nature or which would create a hazard or undue vibration, heat, noise or any interference with City services. Tenant shall have sole responsibility for the maintenance, repair, and security of its Equipment and leasehold improvements, and shall keep the same in good repair and condition during the Lease term. New and replacement equipment (e.g. antennas, cabinets) are not considered normal maintenance within this provision. See Section 7 of this agreement for requirements. Tenant or its agents, independent contractors, or sub-contractors shall provide their own restroom facilities.

11. **Compliance with Laws.** Tenant's use of the Premises is subject to its obtaining all certificates, permits, zoning, and other approvals that may be required by any federal, state or local authority. Tenant shall erect, maintain and operate its Equipment in accordance with applicable site standards, statutes, ordinances, rules and regulations now or hereinafter in effect as may be issued by the Federal Communications Commission, the City, or any other federal, state or other governing bodies. Tenant specifically waives any right to claim that any aspect of this Lease is contrary to any provision of any local, state or federal law (including the Telecommunications Act of 1996) in effect as of the date of this Agreement. In addition, Tenant specifically acknowledges that all or a portion of the premises is right-of-way subject to City's regulatory authority. Nothing herein shall be deemed to limit, impair or affect City's authority to franchise or otherwise permit usage of rights-of-way pursuant to its regulatory authority.

12. **Lease Subject to Future Ordinances.** Tenant acknowledges that the City may

develop rules, regulations, ordinances and specifications for the use of the right-of-way and City property which shall govern Tenant's Equipment and activities hereunder as if they were in effect at the time this Lease was executed by the City and Tenant covenants and agrees to be bound by same provided that such rules, regulations, ordinances and specifications are applicable to all communications users of the Premises in a non-discriminatory manner.

13. **Interference.** Tenant shall not use the Premises in any way, which interferes with the use of the Premises by City, lessees, licensees, or other entities authorized by the City with rights to the Premises prior in time to Tenant's and in compliance with the requirements of FWCC 22-972 as it now exists or is hereafter amended. For the purposes of this Agreement, Tenant's rights to the Premises commenced on June 24, 1994. City shall have the right pursuant to FWCC 22-971 to grant rights for co-location of other telecommunications facilities on the Premises.

In addition, with regard to lessees or licensees whose operations commence after installation of the Equipment hereunder, Tenant shall not make any change in its operations that causes or is intended to cause material interference with such lessees or licensees. All operations by Tenant shall be in compliance with all FCC requirements.

14. **Termination.**

(a) Except as otherwise provided herein, this Lease may be terminated, without penalty to or further liability, as follows:

(i) Upon thirty (30) days written notice by either party for failure to cure a default or breach, including non-payment of amounts due under this Lease, within that 30-day period; or such longer period as may be required to diligently complete a cure commenced within the 30-day period;

(ii) Upon ninety (90) days written notice by Tenant that the Premises are or become unusable, in Tenant's sole discretion, under Tenant's design or engineering specifications for its Equipment or the communications system to which the Equipment belongs;

(iii) Upon thirty (30) days written notice by City if Tenant abandons or, vacates the Premises or Equipment, however, it is hereby understood that the Premises and Equipment will be unmanned and unoccupied by Tenant's employees and such use of the Premises shall not be deemed an abandonment or vacation; or if Tenant becomes the subject of a bankruptcy proceeding and the bankruptcy proceeding is not vacated within 120 days;

(iv) Upon one hundred eighty (180) days written notice by City, for any reason as determined by the City in its reasonable discretion, including reasons involving public health, safety or welfare;

(v) Immediately, upon written notice by City, in the event of an emergency involving risk of imminent harm to public health, safety or welfare, as determined by the City in its sole discretion.

(vi) Upon thirty (30) days written notice by City, if Tenant fails to comply with all applicable federal, state, and local laws, including, without limitation, all governmental codes, ordinances, resolutions, standards and polices as now existing or hereafter adopted or

amended, including, without limitation, all requirements of the FCC and the Federal Aviation Administration (FAA). City shall provide Tenant with notice of such failure and Tenant will have the opportunity to cure such failure within the timeframes set forth in subparagraph (i) above.

(vii) Upon thirty (30) days written notice by Tenant of a court decision described in Section 26(g) of this Lease below, and Tenant elects to terminate this Lease as a consequence of such court decision. If Tenant elects to terminate pursuant to this subsection, Tenant agrees that neither it, its successors, heirs or assigns will seek to enter into another Site Lease Agreement with the City of Camas for the Premises for a period of three (3) years from the date termination is effective, and Tenant waives any claim against the City arising out of any refusal to enter into a new lease should Tenant terminate under this subsection.

(viii) Upon ninety (90) days written notice by Tenant for any or no reason as determined by the Tenant in its sole discretion, provided that Tenant pays an early termination fee equal to the amount of nine (9) months of the Rent in effect as of the date of such termination notice; and

(ix) as otherwise set forth in this Agreement.

(b) In the event of any termination under this Section, Tenant shall pay City all monies due as rent and/or penalties, including attorney and collection fees and any other damages incurred by City as a result of such termination. In addition Tenant shall, at its sole expense, return the Premises to the same condition as prior to this Lease (normal wear and tear excepted), and shall remove all Equipment.

(c) No re-entry and taking of possession of the Premises by City shall be construed as an election on City's part to terminate this Lease, regardless of the extent of renovations and alterations by City, unless a written notice of such intention is given to Tenant by City. Notwithstanding any re-letting without termination, City may at any time thereafter elect to terminate this Lease for such previous breach.

15. Indemnity and Insurance.

(a) Disclaimer of Liability: City shall not, at any time, be liable for injury or damage occurring to any person or property from any cause whatsoever arising out of Tenant's construction, installation, maintenance, repair, use, operation, condition or dismantling of the Premises or Tenant's Equipment and Tenant expressly assumes all such risk, except to the extent caused by the sole negligence or willful misconduct of City.

(b) Indemnification and Hold Harmless: Tenant shall, at its sole cost and expense, indemnify and hold harmless City and its officers, boards, commissions, employees, agents, attorneys, and contractors from and against any and all liability, damages, and claims, (including, without limitation, reasonable fees and expenses of attorneys, expert witnesses and consultants), which may be asserted by reason of any act or omission of Tenant, its employees, agents, or contractors or which may be in any way connected with the construction, installation, operation, maintenance, repair, use, condition or dismantling of the Premises or Tenant's Equipment except to the extent claims arise from the sole negligence or willful misconduct of City and its officers, boards, commissions, employees, agents, attorneys and contractors.

(c) Insurance: During the term of this Lease, Tenant shall maintain in full force and

effect and at its sole cost and expense, and except for Workers' Compensation Insurance naming City, its officers, boards, commissions, employees and agents as additional insureds, the following types and limits of insurance:

(i) Comprehensive commercial general liability insurance with minimum limits of Two Million Dollars (\$2,000,000) per occurrence and Five Million Dollars (\$5,000,000) in the annual aggregate.

(ii) Comprehensive automobile liability insurance with combined single minimum limits of Two Million Dollars (\$2,000,000) per occurrence and Five Million Dollars (\$5,000,000) in the annual aggregate.

(iii) Worker's compensation insurance and such other insurance as may be required by law.

(d) Evidence of Insurance: Certificates of insurance for each insurance policy required by this Lease, along with written evidence of payment of required premiums, shall be filed and maintained with City prior to commencement of the term of this Lease and thereafter.

(e) Cancellation of Policies of Insurance: Should any of the described policies be cancelled before the expiration date thereof, the issuing insurer will mail written notice in accordance with the policy provisions to the certificate holder named within the stated time frames of 30 days, except for reason of non-payment of premium at 10 days. Failure to do so shall impose no obligation or liability of any kind upon the insurer, its agents or representatives.

(f) Deductibles: All insurance policies may be written with commercially reasonable deductibles.

(g) License: All insurance policies shall be with insurers licensed to do business in the State of Washington and with a rating of A-N unless waived by the City.

(h) Defense of City: In the event any action or proceeding shall be brought against the City resulting from Tenant's operations hereunder, Tenant shall, at Tenant's sole cost and expense, resist and defend the same provided, however, that Tenant shall not admit liability in any such matter on behalf of the City without the written consent of City.

Nothing herein shall be deemed to prevent City from cooperating with Tenant and participating in the defense of any litigation with City's own counsel. Tenant shall pay all reasonable expenses incurred by City in response to any such actions, suits or proceedings. These expenses shall include all out-of-pocket expenses such as attorney fees and shall also include the reasonable value of any services rendered by the City's attorney, and the actual expenses of City's agents, employees, consultants and expert witnesses, and disbursements and liabilities assumed by City in connection with such suits, actions or proceedings.

16. **Holding Over.** Any holding over after the expiration of the term hereof, with the consent of the City, shall be construed to be a tenancy from month to month and shall otherwise be on the terms, covenants and conditions herein specified.

17. **Acceptance of Premises.** Tenant accepts the Premises in the condition existing as of

the Commencement Date. City makes no representation or warranty with respect to the condition of the Premises and City shall not be liable for any latent or patent defect in the Premises.

18. **Notices.** All notices, requests, demands, and other communications hereunder shall be in writing and shall be deemed given if personally delivered or mailed, certified mail, return receipt requested; to the following addresses:

If to City, to: Mayor
616 NE 4th Avenue
Camas, WA 98607

With copy to: City Attorney
430 NE Everett Street
Camas, WA 98607

If to Tenant, to: Sprint Property Services
Sprint Site ID: PO80XC001
Mailstop KSOPHT0101-Z2650
6391 Sprint Parkway
Overland Park, Kansas 66251-2650

With a mandatory copy to:
Sprint Site ID: PO80XC001
Mailstop KSOPHT0101-Z2020
6391 Sprint Parkway
Overland Park, Kansas 66251-2020
Attn.: Real Estate Attorney

(a) **Contact for Emergencies.** Emergency 24-hour contact number(s) must be provided and/or displayed on Tenants building or equipment, and Tenant shall immediately provide updated contact information in the event of any change thereof.

Tenant Contact for Emergencies: NOCC (866) 400-6040 (local)
Tenant Contact for Emergencies: NOCC (866) 400-6040 (national)

19. **Subleasing or Assignment.** Tenant may not assign this Lease or sublet the Premises or Equipment, in whole or in part, without the prior written consent of City, which may not be unreasonably withheld. City may inquire into the qualifications and financial stability of a potential assignee or sub-lessee and reasonably request any information related to such inquiry and may also condition such approval upon the financial, legal and technical expertise of a proposed assignee or sub-lessee and upon the resolution of any compliance obligation under the Lease. If the City has not responded to a request to assign or sublet with a decision within forty five (45) days, City approval shall be deemed given. City hereby consents to the sublease of a portion of the Premises to the City of Portland. Notwithstanding anything to the contrary contained herein, Tenant may, however, without City approval, assign its rights under this Lease in whole or in part to any entity controlling, controlled by or under common control with Tenant, or to any entity acquiring substantially all of the assets of Tenant; or mortgage or grant a security interest in this Lease and the Equipment. Tenant agrees to provide notice of such assignment within a reasonable period of time following such

assignment.

20. **Successors and Assigns.** Subject to Section 18, this Lease shall be binding upon and inure to the benefit of the parties, and their respective permitted successors and assigns.

21. **Non-Waiver.** Failure of City to insist on strict performance of any of the conditions, covenants, terms or provisions of this Lease or to exercise any of its rights hereunder shall not waive such rights, but City shall have the right to specifically enforce such rights at any time and take such action as might be lawful or authorized, either in law or equity. Damages are not an adequate remedy for breach. The receipt of any sum paid by Tenant to City after a breach of this Lease shall not be deemed a waiver of such breach unless expressly set forth in writing by the City.

22. **Taxes.** Tenant shall pay all personal property taxes (or payments in lieu of taxes) and assessments for the Premises, if any, which become due and payable during the term of this Lease attributable to the Equipment or Tenant's use of the Premises.

23. **Quiet Enjoyment, Title and Authority.** City represents to Tenant that:

(a) City has authority to execute this Lease;

(b) City has title to the Premises free and clear of any encumbrances, liens or mortgages, except those encumbrances, liens and mortgages and matters of record, and these and any other matters disclosed and/or otherwise apparent to Tenant;

(c) There is legal ingress and egress to the Premises from a right-of-way that tenant is authorized to use; and

(d) Execution and performance of this Lease will not violate any laws or agreements binding on City;

(e) City covenants and agrees with Tenant that upon Tenant paying the Rent and observing and performing all the terms, covenants and conditions on Tenant's part to be observed and performed, Tenant may peacefully and quietly enjoy the Premises.

24. **Condemnation.** In the event the Premises are taken in whole or in part by any entity by eminent domain, this Lease shall terminate as of the date title to the Premises vests in the condemning authority. Tenant shall not be entitled to any portion of the award paid and the City shall receive the full amount of such award. Tenant hereby expressly waives any right or claim to any portion thereof. However, Tenant shall have the right to claim and recover from the condemning authority, other than the City, such other compensation as may be separately awarded or recoverable by Tenant. If this lease terminates due to condemnation, Tenant shall promptly remove all of its Equipment from the Premises.

25. **Alteration, Damage or Destruction.** If the Premises or any portion thereof is altered, destroyed or damaged so as to materially hinder effective use of the Equipment through no fault or negligence of Tenant, Tenant may elect to terminate this Lease upon thirty (30) days written notice to City. In such event, Tenant shall promptly remove the Equipment from the Premises and shall restore the Premises to the same condition as existed prior to this Lease, excepting reasonable wear and tear and loss by casualty. This Lease (and Tenant's obligation to pay rent) shall terminate

upon Tenant's fulfillment of the obligations set forth in the preceding sentence and its other obligations hereunder, at which termination Tenant shall be entitled to the reimbursement of any Rent prepaid by Tenant. City shall have no obligation to repair any damage to any portion of the Premises.

26. Miscellaneous.

(a) City and Tenant respectively represent that their signatory is duly authorized and has full right, power, and authority to execute this Lease.

(b) With the exception of applicable and future laws, ordinances, rules, and regulations this Lease constitutes the entire agreement and understanding of the parties and supersedes all offers, negotiations, and other agreements of any kind. Except as previously set forth, there are no representations or understandings of any kind not set forth herein. Any modification of or amendment to this Lease must be in writing and executed by both parties.

(c) This Lease shall be construed in accordance with the laws of the State of Washington.

(d) Section captions and headings are intended solely to facilitate the reading thereof. Such captions and headings shall not affect the meaning or interpretation of the text herein.

(e) If the methods of taxation in effect at the Commencement Date of the Lease are altered so that in lieu of or as a substitute for or in addition to any portion of the property taxes and special assessments, if any, now imposed on Equipment, there is imposed a tax upon or against the rentals payable by Tenant to City, Tenant shall also pay those amounts.

(f) Tenant shall be responsible for obtaining all necessary approvals, authorizations and agreements from any party or entity required for Tenant's use of the Premises and it is acknowledged and agreed that the City is making no representation, warranty or covenant whether any of the foregoing approvals, authorizations or agreements are required or have been obtained by Tenant from any person or entity. City agrees to reasonably cooperate with Tenant in obtaining, at Tenant's expense, any necessary approvals, authorizations and agreements required by Tenant's use of the Premises. The City will not incur any liability for any consequential damages that may occur in obtaining approvals.

(g) If any term of this Lease is found to be void or invalid, such invalidity shall not affect the remaining terms of this Lease, which shall continue in full force and effect. In the event that a court of competent jurisdiction determines void or invalid any term of any other Lease, where such term is substantially equivalent to a term of this Lease, the City may, at its sole option and within 30 days of notice thereof by Tenant: (i) determine that such judicial determination shall not affect the terms of this Lease, which shall continue in full force and effect; (ii) determine that a term of this Lease is invalid, but severable, and that such invalidity shall not affect the remaining terms of this Lease, which shall continue in full force and effect; or (iii) terminate this Lease pursuant to Section 14 (a) (vii) above.

(h) This Agreement may be enforced at both law and equity. Damages are not an adequate remedy for breach.

27. Landlord and Tenant acknowledge that space at the Premises was previously leased between Landlord and Tenant under the terms and conditions of that certain Communications Site Lease dated June 24, 1994, as amended by that certain Amendment No. 1 dated January 4, 1999, as amended by that certain Amendment No. 2 dated January 13, 2002, as amended by that certain Amendment No. 3 dated September 28, 2004 (collectively, the "Terminated Lease"). Landlord and Tenant hereby irrevocably agree to terminate their respective rights and obligations under the Terminated Lease effective as of the Commencement Date of this Lease and thereafter, the terms and conditions of the Lease shall be the sole instrument governing the lease of space by Tenant at the Premises.

28. **Legislative Changes.** In the event that any federal, state or local governmental entity adopts a law, ordinance, or regulation, or amends existing laws, ordinances, or regulations, and the new or amended law, ordinance, or regulation would limit, impair, or affect any of the parties' rights or obligations under this Agreement, Tenant agrees that (except for changes authorized under Section 12 above) the provisions of this Lease contract shall remain lawful and binding and enforceable on the parties, and Tenant waives any rights to claim otherwise.

DATED the effective date set forth above.

CITY OF CAMAS

By: _____
Mayor
616 NE 4th Avenue
Camas, WA 98607

TENANT

Sprint Spectrum L.P.,
a Delaware limited partnership

By:  _____

STATE OF WASHINGTON)
) ss.
COUNTY OF _____)

On this ____ day of _____, 2017, personally appeared _____, to me known to be the _____ of the City of Camas that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed, of said corporation, for the uses and purposes therein mentioned, and on oath stated that he/she was authorized to execute said instrument.

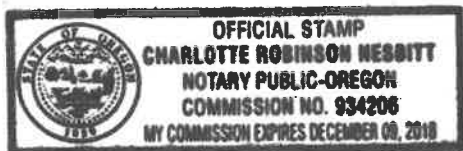
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

Notary Public in and for the State of
Washington, Residing at _____
My appointment expires: _____

STATE OF OREGON)
) ss.
COUNTY OF Washington)

On this 20 day of March, 2018, personally appeared Jeff Borrenk, to me known to be the Mkt. Mgr of the limited partnership that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed, of said corporation, for the uses and purposes therein mentioned, and on oath stated that he/she was authorized to execute said instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.



Charlotte R. Hessitt
Notary Public in and for the State of
Oregon, Residing at _____
My appointment expires: 12/9/18

EXHIBIT A
(legal description)

EXHIBIT "A"

The following described real estate, situated in the County of Clark, State of Washington:

Beginning at the Northeast corner of the West half of the Northwest Quarter of the Northeast Quarter of the Northeast Quarter, in Section Nine (9), Township One (1) North, Range Three (3) East of the Willamette Meridian; thence South $8^{\circ}15'$ West 28.88 feet to the true point of beginning, said point being on the South line of County Road No. 128; thence from said beginning point South $8^{\circ}15'$ West along the East line of said West half of the Northwest Quarter of the Northeast Quarter of the Northeast Quarter of Section Nine (9), 446.4 feet; thence South $89^{\circ}55'$ West and parallel to the North line of said Section Nine (9), 150 feet; thence North $8^{\circ}15'$ East and parallel to the East line of said West half of the Northwest Quarter of the Northeast Quarter of the Northeast Quarter of Section Nine (9), 290.40 feet; thence North $89^{\circ}55'$ East and parallel to the North line of said Section Nine (9), 138.88 feet; thence North $8^{\circ}15'$ East and parallel to the East line of said West half of the Northwest Quarter of the Northeast Quarter of the Northeast Quarter of said Section Nine (9), 156.88 feet to a point 20 feet South of the North line of said Section Nine (9); thence North $89^{\circ}55'$ East and parallel to the North line of said Section Nine (9), 28.88 feet to the point of beginning.

SUBJECT TO Easement, if any, for perpetual right of way for the erecting and operation of electric power transmission facilities.

EXHIBIT B

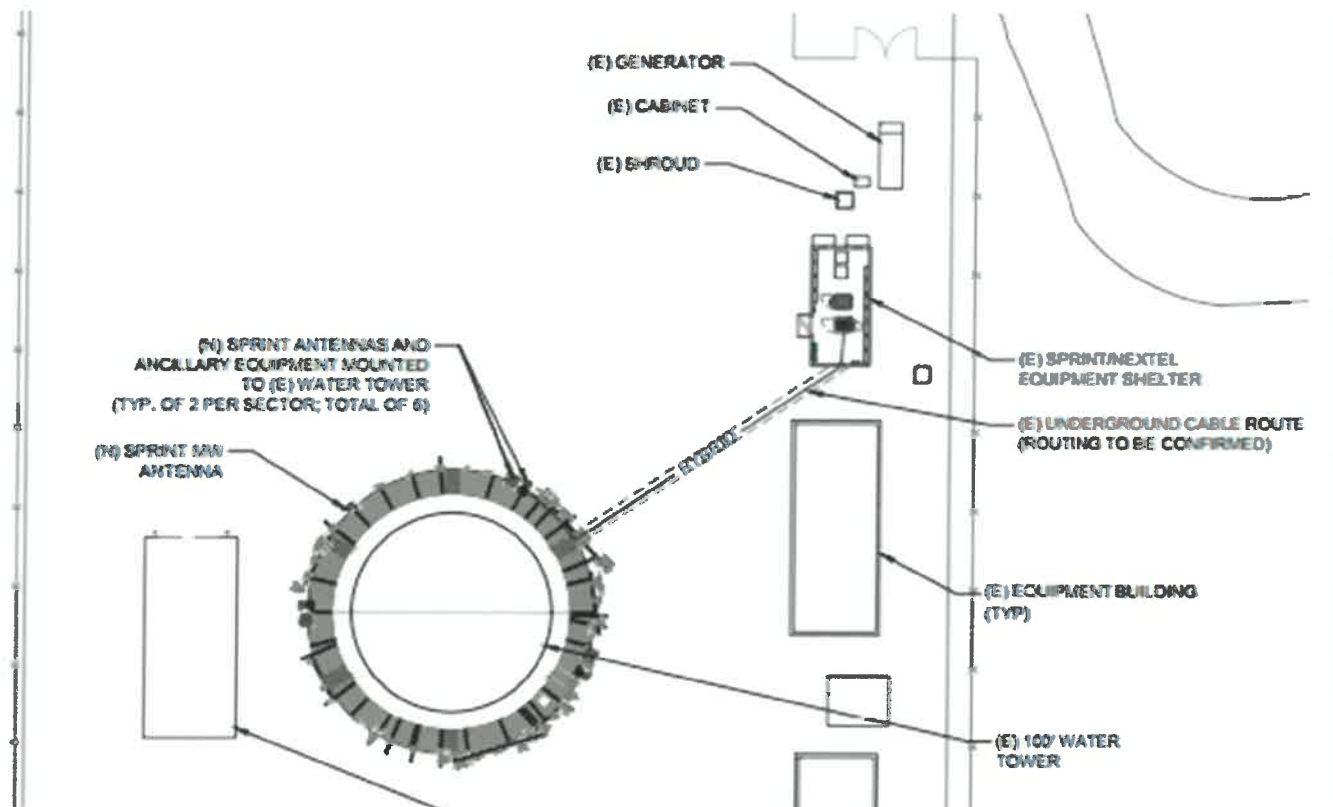


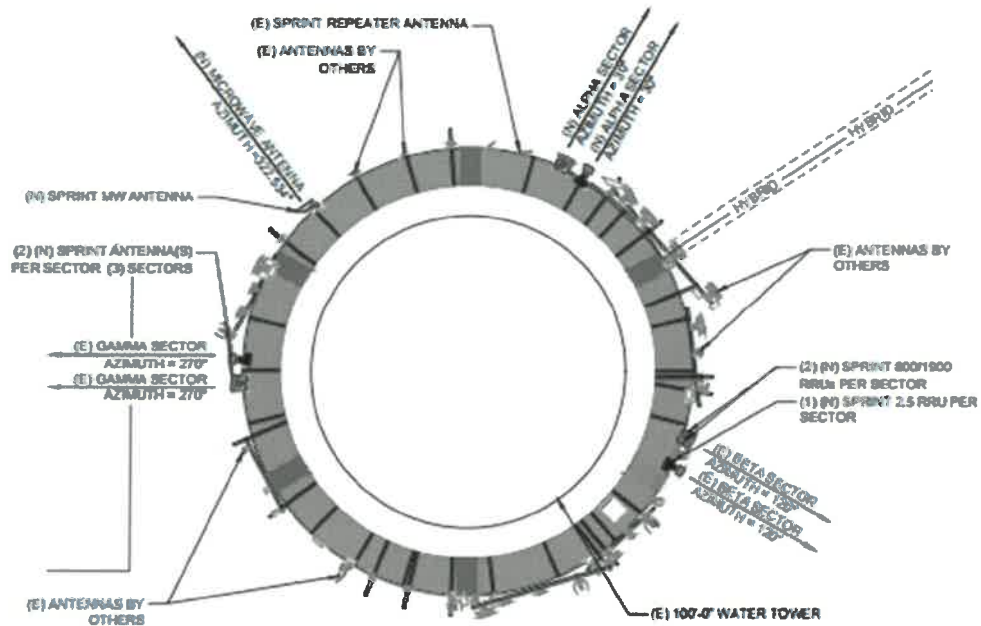
EXHIBIT C
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EXHIBIT C
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