

RESOLUTION NO. 1789

A RESOLUTION AUTHORIZING THE MAYOR TO SIGN THE FIRST AMENDMENT TO PCS SITE AGREEMENT WITH SPRINT SPECTRUM L.P.

THE TROUTDALE CITY COUNCIL FINDS AS FOLLOWS:

1. The City entered into a lease agreement ("Agreement") for placement of cell phone equipment on the top exterior of Water Reservoir #2 located at 24451 Stark Street with Majorco, doing business as Sprint Telecommunications Venture. This space is not needed for public use, and it is convenient to lease that space.
2. The Agreement was approved by the City Council via Resolution No. 1232 on March 26, 1996, with an initial Commencement Date of April 25, 1996.
3. The terms of the Agreement called for an initial term of five (5) years and an automatic renewal term of five (5) years which will expire on April 24, 2006. Following the first Renewal Term, the Agreement may be renewed for two (2) additional Renewal Terms (each for five years) upon mutual agreement of both parties and upon such terms and conditions that the parties may agree.
4. Sprint Spectrum L.P. has asked to amend the Agreement to provide for the two (2) additional renewal periods of five (5) years, with an increase in rent of 20% at the beginning of each renewal term.

NOW THEREFORE BE IT RESOLVED BY THE COUNCIL OF THE CITY OF TROUTDALE

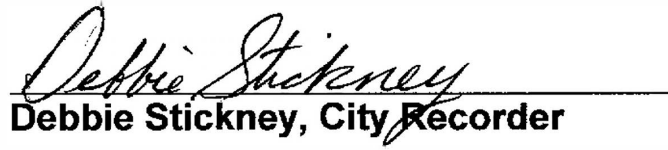
Section 1. The City Council approves and the Mayor is authorized to sign the "First Amendment to PCS Site Agreement" with Sprint Spectrum L.P. which is attached hereto as Attachment A and made a part hereof.

Section 2. This resolution is effective immediately upon adoption.

YEAS: 7
NAYS: 0
ABSTAINED: 0


Paul A. Thalhøfer, Mayor

Date January 11, 2006


Debbie Stickney, City Recorder

Adopted: January 10, 2006

FIRST AMENDMENT TO PCS SITE AGREEMENT

THIS FIRST AMENDMENT TO PCS SITE AGREEMENT ("Amendment") is made effective as of the 11th day of January, 2006 ("Effective Date"), by and between **The City of Troutdale** ("Lessor") and **Sprint Spectrum L.P.** ("Lessee").

BACKGROUND

Pursuant to a PCS Site Agreement dated April 26, 1996 ("Agreement"), Lessor leased to Lessee a portion of certain real property located at 24451 Stark Street, Troutdale, Multnomah County, Oregon, as more particularly described in Exhibit A to the Agreement (the "Site").

The Agreement is scheduled to expire on April 24, 2006, subject to two additional Renewal Terms of five years each, each subject to the mutual agreement upon the terms and conditions by both parties. Lessor and Lessee desire to extend the term of the Agreement as set forth herein. Words and phrases having a defined meaning in the Agreement shall have the same respective meanings when used herein unless otherwise expressly stated.

AGREEMENT

The parties agree as follows:

1. **Renewal Term:** The Agreement shall be extended for one (1) additional 5-year term ("Renewal Term"), commencing on April 25, 2006 ("Renewal Term Commencement Date") and expiring on April 24, 2011.

2. **Renewal Options:** Commencing on April 25, 2011, this Agreement will be renewed for one (1) additional term of 5 years ("Renewal Term"), upon the mutual agreement of both parties.

3. **Rent:** Effective on the Renewal Term Commencement Date, the annual rent amount will be increased to Twelve Thousand Nine Hundred Sixty dollars (\$12,960.00), payable in advance in annual installments.. Rent for each successive Renewal Term will increase by 20% over the rent in effect for the prior 5-year term. Rent shall be payable to Lessor at the following address: 104 Southeast Kibling Avenue, City, Hall, Troutdale, OR 97060, or as Lessor may otherwise direct from time to time in writing at least 60 days prior to any rental payment due date.

4. **Notices:** Section 6 of the Agreement is amended by deleting the entire provision and substituting the following in its place:

All notices, requests, demands or other communications with respect to the Agreement, whether or not herein expressly provided for, shall be in writing and shall be deemed to have been duly delivered either three (3) business days after being mailed by United States first-class certified or registered mail, postage prepaid, return receipt requested; or the next business day

after being deposited with an overnight courier service for next-day delivery to the parties at the following addresses (such addresses may be changed by either party by giving written notice thereof to the other):

Lessor: City of Troutdale
Attn: Director of Public Works
104 SE Kibling Ave.
Troutdale, OR 97060


Lessee: Sprint Contracts & Performance
Site ID: PO03XC035A
Mailstop KSOPHT0101-Z2650
6391 Sprint Parkway
Overland Park, Kansas 66251-2650

with a copy to: Sprint Law Department
Attn: Sprint PCS Real Estate Attorney
Mailstop KSOPHT0101-Z2020
6391 Sprint Parkway
Overland Park, Kansas 66251-2020

5. **Reaffirmation; Intention to be Bound.** Except as provided in this Amendment, each and every term, condition and agreement contained in the Agreement will remain in full force and effect. The parties reaffirm that the representations and warranties made by each of the parties in the Agreement are true and accurate as of the Effective Date. The parties executing this Amendment, on behalf of themselves, their assigns and successors, hereby acknowledge and reaffirm their intention to be bound by the terms and conditions of the Agreement.

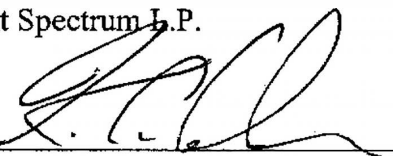
The parties have caused this Amendment to be executed as of the Effective Date.

LESSOR:
City of Troutdale

By: 
Name: Paul Fealhofer
Title: Mayor

Date: January 11, 2006

LESSEE:
Sprint Spectrum L.P.

By: 
Name: Kevin C. Arburn
Title: Senior Property Specialist, Contracts & Performance

Date: August 10, 2005