

FIRST AMENDMENT TO PCS SITE AGREEMENT

THIS FIRST AMENDMENT TO PCS SITE AGREEMENT (this "First Amendment") is entered into this 12 day of February, 2021, by and between W. LYNN BARNES, OR HIS SUCCESSOR-IN-INTEREST, TRUSTEE OF THE W. LYNN BARNES REVOCABLE LIVING TRUST DATED OCTOBER 30, 2013 ("Owner"), with a mailing address of 92884 Applegate Trail, Junction City, Oregon 97448, and STC FIVE LLC, a Delaware limited liability company, by and through GLOBAL SIGNAL ACQUISITIONS II LLC, a Delaware limited liability company, its attorney in fact (collectively, "Lessee"), with a mailing address of 2000 Corporate Drive, Canonsburg, Pennsylvania 15317.

RECITALS

WHEREAS, W. Lynn Barnes ("Original Owner") and Sprint Spectrum L.P., a Delaware limited partnership ("Original Lessee") entered into a PCS Site Agreement dated May 28, 1999 (the "Agreement"), a memorandum of which was recorded in the official records of Lane County, Oregon (the "Official Records") on October 4, 1999 at Instrument No. 99084523, whereby Original Lessee leased certain real property, together with access and utility easements, located in Lane County, Oregon from Original Owner (the "Site"), all located within certain real property owned by Original Owner (the "Property"); and

WHEREAS, W. Lynn Barnes, or his successor-in-interest, trustee of the W. Lynn Barnes Revocable Living Trust dated October 30, 2013, is currently the lessor under the Agreement as the current owner of the Property, as more fully set forth in the Bargain and Sale Deed recorded in the Official Records on June 22, 2017 at Instrument No. 2017-029910; and

WHEREAS, STC Five LLC is currently the lessee under the Agreement as successor in interest to Original Lessee; and

WHEREAS, the Site may be used for the purpose of constructing, maintaining and operating a communications facility, including tower structures, equipment shelters, cabinets, meter boards, utilities, antennas, equipment, any related improvements and structures and uses incidental thereto; and

WHEREAS, the Agreement had an initial term that commenced on May 28, 1999, and expired on May 27, 2004. The Agreement provided for four (4) extensions of five (5) years (each extension is referred to as a "Renewal Term"), all of which were exercised by Lessee. According to the Agreement, the final Renewal Term expires on May 27, 2024; and

WHEREAS, Owner and Lessee desire to amend the Agreement on the terms and conditions contained herein.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are acknowledged, Owner and Lessee agree as follows:

1. Recitals; Defined Terms. The parties acknowledge the accuracy of the foregoing recitals. Any capitalized terms not defined herein shall have the meanings ascribed to them in the

Agreement. All references to the defined term "SSLP" in the Agreement are hereby deleted and "Lessee" is inserted in its place.

2. Term. The second sentence of Section 2 of the Agreement, and only that sentence, is hereby deleted and the following is inserted in its place:

This Agreement will be automatically renewed for nine (9) additional terms (each a "Renewal Term") 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 of any Renewal Term.

Owner and Lessee hereby acknowledge that Lessee has exercised the first four (4) Renewal Terms, leaving a balance of five (5) Renewal Terms, with the final Renewal Term expiring on May 27, 2049.

3. Rent. On the first (1st) day of the second (2nd) full month following full execution of this First Amendment, the monthly rent shall increase to One Thousand Five Hundred and 00/100 Dollars (\$1,500.00) per month. Following such increase, the monthly rent shall continue to adjust pursuant to the terms of Section 4 of this First Amendment.

4. Rent Escalation. Commencing on May 28, 2022 and every year thereafter (each an "Adjustment Date"), the monthly rent shall increase by an amount equal to three percent (3%) of the monthly rent in effect for the month immediately preceding the Adjustment Date. Such Rent escalations shall replace any rent escalations currently in the Agreement.

5. Assignment/Subletting. Lessee will have the right to sublease or license use of the Site without the consent or approval of Owner; provided that such sublease or license shall not exceed the permitted use granted by the Agreement nor exceed the boundaries of the Site.

6. Revenue Share. In addition to the rent currently paid by Lessee to Owner pursuant to the Agreement, as further consideration for the right to exclusively use and lease the Site, if, after full execution of this First Amendment, Lessee subleases, licenses or grants a similar right of use or occupancy in the Site to an unaffiliated third party not already a subtenant on the Site (each a "Future Subtenant"), Lessee agrees to pay to Owner thirty percent (30%) of the rental, license or similar payments actually received by Lessee from such Future Subtenant (excluding any reimbursement of taxes, construction costs, installation costs, or revenue share reimbursement) (the "Additional Rent") within thirty (30) days after receipt of said payments by Lessee. Lessee shall have no obligation for payment to Owner of such share of rental, license or similar payments if not actually received by Lessee. Non-payment of such rental, license or other similar payment by a Future Subtenant shall not be an event of default under the Agreement. Lessee shall have sole discretion as to whether, and on what terms, to sublease, license or otherwise allow occupancy of the Site. There shall be no express or implied obligation for Lessee to sublease, license or otherwise allow occupancy of the Site. Notwithstanding anything in this paragraph to the contrary, the parties agree and acknowledge that revenue derived from subtenants and any successors and/or assignees of such subtenants who commenced use and/or sublease of the Site prior to execution of this First Amendment shall be expressly excluded from the Additional Rent and Owner shall have no right to receive any portion of such revenue, including Sprint and Point One Navigation, Inc.

7. Conditional Signing Bonus. Lessee will pay to Owner a one-time amount of Twenty-Six Thousand and 00/100 Dollars (\$26,000.00) for the full execution of this First Amendment (and any applicable memorandum of amendment) ("Conditional Signing Bonus"). Lessee will pay to Owner the Conditional Signing Bonus within sixty (60) days of the full execution of this First Amendment. In the event that this First Amendment (and any applicable memorandum of amendment) is not fully executed by both Owner and Lessee for any reason, Lessee shall have no obligation to pay the Conditional Signing Bonus to Owner.

8. Right of First Refusal. If Owner receives an offer that it intends to accept from any person or entity that owns towers or other wireless telecommunications facilities (or is in the business of acquiring Owner's interest in the Agreement) to purchase fee title, an easement, a lease, a license, or any other interest in the Site, or Owner's interest in the Agreement, or an option for any of the foregoing, Owner shall provide written notice to Lessee of said offer, and Lessee shall have a right of first refusal to acquire such interest, including all of Owner's right, title and interest in the Agreement, on the same terms and conditions in the offer, excluding any terms or conditions that are (i) not imposed in good faith; or (ii) directly or indirectly designed to defeat or undermine Lessee's possessory or economic interest in the Site. If Owner's notice covers portions of the Property beyond the Site, Lessee may elect to acquire an interest in only the Site, including all of Owner's right, title and interest in the Agreement, and the consideration shall be pro-rated on an acreage basis. Owner's notice shall include the prospective buyer's name, the purchase price and/or other consideration being offered, the other terms and conditions of the offer, the due diligence period, the proposed closing date and, if a portion of the Property is to be sold, leased or otherwise conveyed, a description of said portion. If the Owner's notice shall provide for a due diligence period of less than sixty (60) days, then the due diligence period shall be extended to be sixty (60) days from exercise of the right of first refusal and closing shall occur no earlier than fifteen (15) days thereafter. If Lessee does not exercise its right of first refusal by written notice to Owner given within thirty (30) days, Owner may convey the property as described in the Owner's notice. If Lessee declines to exercise its right of first refusal, then the Agreement shall continue in full force and effect and Lessee's right of first refusal shall survive any such conveyance. Lessee shall have the right, at its sole discretion, to assign the right of first refusal to any person or entity, either separate from an assignment of the Agreement or as part of an assignment of the Agreement. Such assignment may occur either prior to or after Lessee's receipt of Owner's notice and the assignment shall be effective upon written notice to Owner.

9. Owner's Cooperation. If requested by Lessee, Owner will execute, at Lessee's sole cost and expense, all documents required by any governmental authority in connection with any development of, or construction on, the Site, including documents necessary to petition the appropriate public bodies for certificates, permits, licenses and other approvals deemed necessary by Lessee in Lessee's absolute discretion to utilize the Site for the purpose of constructing, maintaining and operating communications facilities, including without limitation, tower structures, antenna support structures, cabinets, meter boards, buildings, antennas, cables, equipment and uses incidental thereto. Owner agrees to be named applicant if requested by Lessee. Owner shall be entitled to no further consideration with respect to any of the foregoing matters.

10. Condemnation. If Owner receives notice of a proposed taking by eminent domain of any part of the Site or the easements, Owner will notify Lessee of the proposed taking within five (5) days of receiving said notice and Lessee will have the option to: (i) declare the Agreement

null and void and thereafter neither party will have any liability or obligation thereunder; or (ii) remain in possession of that portion of the Site and easements that will not be taken, in which event there shall be an equitable adjustment in rent on account of the portion of the Site and easements so taken. With either option Lessee shall have the right to pursue all available remedies at law or equity.

11. Notices. Lessee's notice address stated in the Agreement is amended as follows:

Lessee: STC Five LLC
c/o Crown Castle USA Inc.
Attn: Legal - Real Estate Department
2000 Corporate Drive
Canonsburg, PA 15317
Phone: (724) 416-2000

12. Ratification.

a) Owner and Lessee agree that Lessee is the current lessee under the Agreement, the Agreement is in full force and effect, as amended herein, and the Agreement contains the entire agreement between Owner and Lessee with respect to the Site.

b) Owner agrees that any and all actions or inactions that have occurred or should have occurred prior to the date of this First Amendment are approved and ratified and that no breaches or defaults exist as of the date of this First Amendment.

c) Owner represents and warrants that Owner is duly authorized and has the full power, right and authority to enter into this First Amendment and to perform all of its obligations under the Agreement as amended.

d) Owner agrees to provide such further assurances as may be requested to carry out and evidence the full intent of the parties under the Agreement as amended hereby, and ensure Lessee's continuous and uninterrupted use, possession and quiet enjoyment of the Site under the Agreement as amended hereby.

e) Owner acknowledges that the Site, as defined, shall include any portion of the Property on which communications facilities or other Lessee improvements exist on the date of this First Amendment.

13. IRS Form W-9. Owner agrees to provide Lessee with a completed IRS Form W-9, or its equivalent, upon execution of this First Amendment and at such other times as may be reasonably requested by Lessee. In the event the Site is transferred, the succeeding owner shall have a duty at the time of such transfer to provide Lessee with a completed IRS Form W-9, or its equivalent, and other related paper work to effect a transfer in the rent to the new owner. Owner's failure to provide the IRS Form W-9 within thirty (30) days after Lessee's request shall be considered a default and Lessee may take any reasonable action necessary to comply with IRS regulations including, but not limited to, withholding applicable taxes from rent payments.

14. Remainder of Agreement Unaffected. The parties hereto acknowledge that except as expressly modified hereby, the Agreement remains unmodified and in full force and effect. In the event of any conflict or inconsistency between the terms of this First Amendment and the Agreement, the terms of this First Amendment shall control. The terms, covenants and provisions of this First Amendment shall extend to and be binding upon the respective executors, administrators, heirs, successors and assigns of Owner and Lessee. This First Amendment may be executed simultaneously or in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement.

15. Survey. Lessee reserves the right, at its discretion and at its sole cost, to obtain a survey ("Survey") specifically describing the Site and any access and utility easements associated therewith. Lessee shall be permitted to attach the Survey as an exhibit to this First Amendment and any related memorandum for recording, which shall update and replace the existing description, at any time prior to or after closing of this First Amendment.

16. Recordation. Lessee, at its cost and expense, shall have the right to record a memorandum of this First Amendment ("Memorandum") in the Official Records at any time following the execution of this First Amendment by all parties hereto. In addition, Lessee shall have the right in its discretion, to record a notice of agreement, affidavit or other form to be determined by Lessee without Owner's signature in form and content substantially similar to the Memorandum, to provide record notice of the terms of this First Amendment.

17. Electronic Signatures. Each party agrees that the electronic signatures of the parties included in this First Amendment are intended to authenticate this writing and to have the same force and effect as manual signatures. As used herein, "electronic signature" means any electronic sound, symbol, or process attached to or logically associated with this First Amendment and executed and adopted by a party with the intent to sign such First Amendment, including facsimile or email electronic signatures.

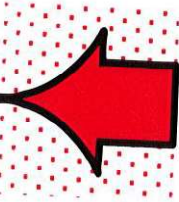
[Execution Pages Follow]

This First Amendment is executed by Owner as of the date first written above.

OWNER:

W. LYNN BARNES, OR HIS SUCCESSOR-IN-
INTEREST, TRUSTEE OF THE W. LYNN
BARNES REVOCABLE LIVING TRUST
DATED OCTOBER 30, 2013

By: Gerald Barnes
Print Name: Gerald Barnes
Print Title: Trustee



[Lessee Execution Page Follows]

This First Amendment is executed by Lessee as of the date first written above.

LESSEE:

STC FIVE LLC,
a Delaware limited liability company

By: GLOBAL SIGNAL ACQUISITIONS II
LLC,
a Delaware limited liability company
Its: Attorney In Fact

By: Melanie Webb
Print Name: Melanie Webb
Print Title: Senior Transaction Manager

FOSTER PEPPER & SHEFELMAN LLP
ATTORNEYS AT LAW



September 30, 1999

Direct Phone
(503) 221-1361

Direct Facsimile
(800) 601-6904

E-Mail
JOHNR@fooster.com

Tressa Sutton
SBA, Inc.
One Town Center Road, 3rd Floor
Boca Raton, Florida 33486

Re: Sprint Spectrum L.P.; Barnes
Site I.D.: PO33XC163B

Dear Ms. Sutton:

Enclosed is the original, executed PCS Site Agreement concerning the above-referenced site, the Memorandum of which has been sent to the Oregon Title Insurance Company for recording. The title insurance policy has also been ordered and will be forwarded directly to you.

If you have any questions concerning the enclosed document or otherwise in this matter, please do not hesitate to contact me.

Very truly yours,



Randal A. Johnson

RAJ:cbs
Enclosure
cc: Peter Fisher
Kim Jensen

101 SW MAIN
STREET
Fifteenth Floor
PORTLAND
Oregon
97204-3223

Telephone
(503) 221-0607
Facsimile
(503) 221-1510
Website
WWW.FOSTER.COM

ANCHORAGE
Alaska

BELLEVUE
Washington

PORTLAND
Oregon

SEATTLE
Washington

SPOKANE
Washington

PCS SITE AGREEMENT

COPY

Site Name Barnes

Site I. D. PO33XC163B

1. Premises and Use. Owner leases to Sprint Spectrum L.P., a Delaware limited partnership ("SSLP"), the site ("Site") described below:

[Check appropriate box(es)]

- ☒ Land consisting of approximately 1,600 square feet upon which SSLP will construct its ☒ equipment base station and ☒ antenna structure;
- ☐ Building interior space consisting of approximately _____ square feet;
- ☐ Building exterior space for attachment of antennas;
- ☐ Building exterior space for placement of base station equipment;
- ☐ Tower antenna space between the _____ foot and _____ foot level on the Tower;
- ☐ Space required for cable runs to connect PCS equipment and antennas,

in the location(s) ("Site") shown on Exhibit A, together with a non-exclusive easement for reasonable access thereto and to the appropriate, in the discretion of SSLP, source of electric and telephone facilities, at locations mutually agreed to by Owner and SSLP. The Site will be used by SSLP for the purpose of installing, removing, replacing, modifying, maintaining and operating, at its expense, a personal communications service system facility ("PCS"), including, without limitation, antenna equipment, cable wiring, back-up power sources (including generators and fuel storage tanks), related fixtures and, if applicable to the Site, an antenna structure. SSLP will use the Site in a manner which will not unreasonably disturb the occupancy of Owner's other tenants. SSLP will have access to the Site twenty-four (24) hours per day, seven (7) days per week.

2. Term. The term of this Agreement (the "Initial Term") is five years, commencing on the date ("Commencement Date") both SSLP and Owner have executed this Agreement. This Agreement will be automatically renewed for four additional terms (each a "Renewal Term") of five years each, unless SSLP provides Owner notice of intention not to renew not less than 90 days prior to the expiration of the Initial Term or any Renewal Term.

3. Rent. Until the earlier of (a) that date which is 30 days after the issuance of a building permit, or (b) the first day of the month following the commencement of the physical preparation of the Site or the easements thereto, or (c) the first anniversary of the date that both parties sign this Agreement, the rent will be a one-time aggregate payment of \$100.00, the receipt of which Owner acknowledges. Thereafter, until the earlier of (a) that date which is thirty (30) days after the issuance of a building permit, or (b) the first day of the month following the commencement of the physical preparation of the Site or the easements thereto, or (c) the second anniversary of the date that both parties sign this Agreement, the rent will be a one-time aggregate payment of \$100.00. Thereafter, rent will be paid in equal monthly installments of \$450.00 (until increased as set forth herein), partial months to be prorated, in advance. Rent for each Renewal Term will be the annual rent in effect for the final year of the Initial Term or prior Renewal Term, as the case may be, increased by twenty percent (20%).

4. Title and Quiet Possession. Owner represents and agrees (a) that it is the Owner of the Site; (b) that it has the right to enter into this Agreement; (c) that the person signing this Agreement has the authority to sign; (d) that SSLP is entitled to access to the Site at all times and to the quiet possession of the Site throughout the Initial Term and each Renewal Term so long as SSLP is not in default beyond the expiration of any cure period; and (e) that Owner will not have unsupervised access to the Site or to the PCS equipment except in an emergency.

5. Assignment/Subletting. SSLP may assign or transfer this Agreement or sublet all or any portion of the Site to an affiliated entity without the prior written consent of Owner. All other assignments, transfers, or subletting may be made with the prior written consent of Owner, which consent will not be unreasonably withheld, conditioned, or delayed. Any assignment or subletting will not release SSLP from its obligation under this Agreement.

6. Notices. All notices must be in writing and are effective only when deposited in the U.S. mail, certified and postage prepaid, or when sent via overnight delivery, to the address set forth below, or as otherwise required by law.

7. Improvements. SSLP may, at its expense, make such improvements on the Site as it deems necessary from time to time for the operation of the PCS system. Owner agrees to cooperate with SSLP with respect to obtaining any required zoning approvals for the Site and such improvements. Upon termination or expiration of this Agreement, SSLP may remove its equipment and improvements (other than electrical and telephone lines) and will restore the Site to substantially the condition existing on the Commencement Date, except for ordinary wear and tear and casualty loss.

8. Compliance with Laws. Owner represents that Owner's property (including the Site), and all improvements located thereon, are in substantial compliance with building, life/safety, disability and other laws, codes and

regulations of applicable governmental authorities. SSLP will substantially comply with all applicable laws relating to its possession and use of the Site.

9. Interference. SSLP will resolve technical interference problems with other equipment located at the Site on the Commencement Date or any equipment that becomes attached to the Site at any future date when SSLP desires to add additional equipment to the Site. Likewise, Owner will not permit or suffer the installation of any future equipment which (a) results in technical interference problems with SSLP's then existing equipment or (b) encroaches onto the Site. SSLP shall install and maintain _____ antenna(s) upon any tower constructed by SSLP for Owner at Owner's expense provided that: (a) the operation of Owner's antenna(s) will not interfere with SSLP's use of the Site (b) the tower is capable of bearing the weight of the additional antenna(s), (c) installation will be done in accordance with plans and specifications approved by SSLP, (d) the antenna(s) will be mounted at least 10 feet from SSLP's equipment, (e) the antenna(s) are for Owner's internal communication needs, and (f) Owner agrees to remove the antenna(s) upon expiration or termination of the Agreement. Owner shall have reasonable supervised access to the Site.

10. Utilities. SSLP will pay for all utilities used by it at the Site. Owner will cooperate with SSLP in SSLP's efforts to obtain utilities from any location provided by Owner or the servicing utility, including signing any easement or other instrument reasonably required by the utility company.

11. Termination. SSLP may terminate this Agreement at any time by notice to Owner without further liability if SSLP 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 Owner fails to have proper ownership of the Site or authority to enter into the Agreement, or, following the Initial Term, if SSLP, in its sole discretion, determines that it will be unable to use the Site. Upon termination, all preparation will be retained by Owner unless such termination is due to Owner's failure of proper ownership or authority, or such termination is a result of Owner's default. Termination by SSLP shall not relieve SSLP from all obligations accrued under this Agreement prior to the date of such termination.

12. Default. If either party is in default under this Agreement for a period (a) 10 days following receipt of notice from the non-defaulting party with respect to a default which may be cured solely by the payment of money, (b) 30 days following receipt of notice from the non-defaulting party with respect to a default which may not be cured solely by the payment of money, then, in either event, the non-defaulting party may pursue any remedy available to it against the defaulting party under applicable law, including, but not limited to, the right to terminate this Agreement. If the non-monetary default may not reasonably be cured within a 30 day period, this Agreement may not be terminated if the defaulting party commences action to cure the default within such 30 day period and proceeds with due diligence to fully cure the default.

13. Indemnity. Owner and SSLP each indemnifies the other against a holds the other harmless from any and all costs (including reasonable attorneys' fees) and claims of liability or loss which arise out of the reasonable use and/or occupancy of the Site by the indemnifying party. This indemnity does not apply to any claims arising from the sole negligence or intentional misconduct of the indemnified party. The indemnity obligations under this Paragraph will survive termination of this Agreement.

14. Hazardous Substances. Owner represents that it has no knowledge of any substance, chemical or waste (collectively, "substance") on the Site that is identified as hazardous, toxic or dangerous in any applicable federal, state or local law or regulation. SSLP will not introduce or use any such substance on the Site in violation of any applicable law.

15. Subordination and Non-Disturbance. This Agreement is subordinate to any mortgage or deed of trust now of record against the Site. However, promptly after the Agreement is fully executed, Owner will use diligent effort to obtain a non-disturbance agreement reasonably acceptable to SSLP from the holder of any such mortgage or deed of trust.

16. Taxes. SSLP will be responsible for payment of all personal property taxes assessed directly upon and arising solely from its use of the communications facility on the Site. SSLP will pay to Owner any increase in real property taxes attributable solely to any improvements to the Site made by SSLP within sixty (60) days after receipt of satisfactory documentation indicating calculation of SSLP's share of such real estate taxes and payment of the real estate taxes by Owner. Owner will pay when due all other real estate taxes and assessments attributable to the property of Owner of which the Site is a part.

17. **Insurance.** SSLP will procure and maintain commercial general liability insurance, with limits of not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage liability, with a certificate of insurance to be furnished to Owner. Such policy will provide that cancellation will not occur without at least 30 days prior written notice to Owner. Each party hereby waives its right of recovery against the other for any loss or damage covered by any insurance policies maintained by the waiving party. Each party will cause each insurance policy obtained by it to provide that the insurance company waives all rights of recovery against the other party in connection with any damage covered by such policy.

18. **Maintenance.** SSLP will be responsible for repairing and maintaining the PCS system and any other improvements installed by SSLP at the Site in a proper operating and reasonably safe condition; provided, however if any such repair or maintenance is required due to the acts of Owner, its agents or employees, Owner shall reimburse SSLP for the reasonable costs incurred by SSLP to restore the damaged areas to the condition which existed immediately prior thereto. Owner will maintain and repair all other portions of the property of which the Site is a part in a proper operating and reasonably safe condition.

19. **Miscellaneous.** (a) This Agreement applies to and binds the heirs, successors, executors, administrators and assigns of the parties to this Agreement; (b) This Agreement is governed by the laws of the State in which the Site is located; (c) If requested by SSLP, Owner agrees promptly to execute and deliver to SSLP a recordable Memorandum of this Agreement in the form of Exhibit B; (d) This Agreement (including the Exhibits) constitutes the entire agreement between the parties and supersedes all prior written and verbal agreements, representations, promises or understandings between the parties. Any amendments to this Agreement must be in writing and executed by both parties; (e) If any provision of this Agreement is invalid or unenforceable with respect to any party, the remainder of this Agreement or the application of such provision to persons other than those as to whom it is held invalid or unenforceable, will not be affected and each provision of this Agreement will be valid and enforceable to the fullest extent permitted by law; and (f) The prevailing party in any action or proceeding in court or mutually agreed upon arbitration proceeding to enforce the terms of this Agreement is entitled to receive its reasonable attorneys' fees and other reasonable enforcement costs and expenses from the non-prevailing party.

The following Exhibits are attached to and made a part of this Agreement: Exhibits A and B.

OWNER:

W. Lynn Barnes
W. Lynn Barnes

S.S./Tax No.: 543-14-0266

Ethelma A. Barnes
Ethelma A. Barnes

S.S./Tax No.: 54405-4148

Address: 25294 W. Hwy 99 E
Halsey, Oregon 97348

Date: 5-24-99

SPRINT SPECTRUM L.P., a Delaware limited partnership

Mike Todd
By: Mike Todd
Its: Site Development Director, Western Region
Address: 4683 Chabot Drive, Suite 100, Pleasanton, CA 94588-275

Date: 5/28/99

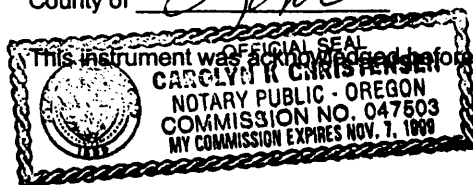
Attach Exhibit A - Site Description and Exhibit B - Memorandum of PCS Site Agreement

OWNER NOTARY BLOCK:

STATE OF OREGON

County of Linn

)
) ss.
)



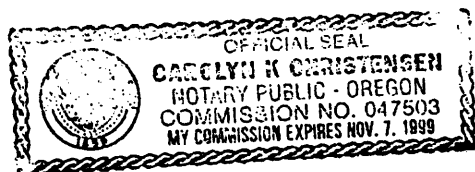
This instrument was acknowledged before me on the 24 day of May, 1999 by W. Lynn Barnes.

[Signature]
Notary Public for Oregon
My Commission Expires: 11-7-99

STATE OF OREGON

County of Linn

)
) ss.
)



This instrument was acknowledged before me on the 24 day of May, 1999 by Ethelma A. Barnes.

[Signature]
Notary Public for Oregon
My Commission Expires: 11-7-99

SPRINT SPECTRUM L.P. NOTARY BLOCK:

STATE OF _____

COUNTY OF _____

)
) ss.
)

The foregoing instrument was acknowledged before me this _____ day of _____, 1999, by _____, the _____ of Sprint Spectrum, L.P., a Delaware limited partnership, who executed the foregoing instrument on behalf of such limited partnership.

(AFFIX NOTARIAL SEAL)

(OFFICIAL NOTARY SIGNATURE)
NOTARY PUBLIC—STATE OF _____

My commission expires:

See Attached
(PRINTED, TYPED OR STAMPED NAME OF NOTARY)
COMMISSION NUMBER: _____

SPRINT SPECTRUM L.P. NOTARY BLOCK:

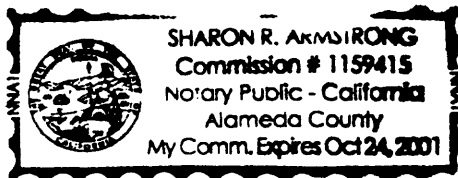
STATE OF CALIFORNIA

COUNTY OF ALAMEDA

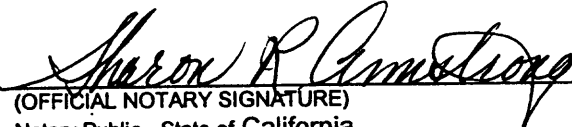
The foregoing instrument was acknowledged before me this 1st day of June, 1999, by Mike Todd who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity and that by his signature on the instrument the person or the entity upon behalf of which the person acted, executed the instrument.

Witness my hand and official seal.

(AFFIX NOTARIAL SEAL)



My commission expires:
October 24, 2001


(OFFICIAL NOTARY SIGNATURE)
Notary Public - State of California

Sharon R. Armstrong
(PRINTED, TYPED OR STAMPED NAME OF NOTARY)

COMMISSION NUMBER: 1159415

EXHIBIT A

Site Name Barnes

Site Description

Site I. D. PO33XC163B

Legal Description:

Site located on property situated in the City of Junction City, County of Lane, State of Oregon described as follows:

Beginning at the Northeast corner of the Donation Land Claim No. 51 in Township 16 South, Range 5 West of the Willamette Meridian; and running thence West 4 chains to the Southwest corner of Lot 4 in Section 15 of said township and range; thence North 3.83 chains; thence North 69° 30' East 2 chains; thence South 55° East 2.50 chains; thence South 35° 10' East 4.00 chains; thence South 16° 30' East 6.30 chains; thence South 46° 40' East 6 chains; thence South 9° West 5.60 chains; thence South 38° West 7.11 chains; thence North 36° West 4.90 chains; thence North 17.73 chains to the place of beginning, in Lane County, Oregon.

ALSO: The William Wilson Donation Land Claim No. 51, Notification No. 5123 in Township 16 South, Range 5 West of the Willamette Meridian, in Lane County, Oregon, excepting therefrom the South 1/2 thereof.

ALSO EXCEPTING THEREFROM that certain tract conveyed to Portland, Eugene & Eastern Railway Company by deed recorded October 22, 1912 in Book 99, Page 124, Lane County Oregon Deed Records, in Lane County, Oregon.

ALSO EXCEPTING THEREFROM:

Beginning at the intersection of the North line of the William Wilson Donation Land Claim No. 51, Township 16 South, Range 5 West of the Willamette Meridian with the center line of the Territorial Road No. 155, running thence West 900 feet, along the North line of said Donation Land Claim; thence South 875 feet; thence East 600 feet to the center line of said road; thence Northeasterly along said road center line 931 feet more or less to the place of beginning, in Lane County, Oregon.

FURTHER EXCEPTING THEREFROM that portion lying within Applegate Trail Road and that portion described in the deed to Lane County for the widening of Applegate Trail Road, recorded September 9, 1965, Reel 273D, Reception No. 18075, Lane County Records.

Sketch of Site:

Owner Initials

W. J. B.

SSLP Initials

E. G. B. [Signature]

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.]



4683 CHABOT DRIVE, SUITE 100
PLEASANTON, CA 94588

1980 IFC INFORMATION: 3

07062
BARNES
B033XC163B

92864 APPELCAITE TRAIL
JUNCTION CITY, OR 97448

CONCURRENT ISSUE DATE:

5/3/95

ISSUED FOR:

ZONING

DATE: _____
DESCR: _____

2	05/03/99	ISSUE ZONA
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04/02/99	04/02/99
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01/25/99	PLANS PREPARED BY: JAS
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1000

2701 NW Vande...

Portland, Or. 97210
503 274 7800

CONSULTANT: _____

DRAWN BY: _____

UNCLASSIFIED

10

REGISTRATION

5715

10

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SITE F

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SHEET NUMBER: _____

3
