

Site Name: BND OVERTURF

FIRST AMENDMENT TO
OVERTURF BUTTE LEASE AND COLLOCATION AGREEMENT

This FIRST AMENDMENT TO OVERTURF BUTTE LEASE AND COLLOCATION AGREEMENT ("Amendment") is made this ____ day of _____, 20____, by and between Verizon Wireless (VAW) LLC d/b/a Verizon Wireless, ("Verizon Wireless") and the City of Bend (the "City").

RECITALS

A. This Amendment pertains to that certain Overturf Butte Lease and Collocation Agreement dated January 26, 2006, together with all exhibits, amendments and addenda thereto (collectively, the "Agreement") for the lease of certain premises ("Premises") located at T17S, R12E, WM Sec 31, TL 400, County of Deschutes, State of Oregon, on property legally described as set forth on Exhibit "A" to the Agreement, and attached hereto as Exhibit "A" and made a part hereof.

B. The parties desire to amend the Agreement to amend the access to the Premises.

NOW, THEREFORE, in consideration of the foregoing and mutual covenants herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed as follows:

AGREEMENT

1. Recitals. The foregoing recitals are incorporated herewith as if fully set forth herein.
2. Exhibit A. Verizon Wireless' access to the Premises shall be amended, as depicted on Exhibit A attached hereto. Exhibit A of the Agreement is deleted and replaced with Exhibit A attached hereto and incorporated herein.
3. Full Force and Effect. Except as expressly amended herein the Agreement is unmodified and remains in full force and effect. In the event of a conflict between the terms of the Agreement and this Amendment, the terms of this Amendment shall be controlling. In addition, except as otherwise stated in this Amendment, all initially capitalized terms will have the same respective defined meaning stated in the Agreement. All captions are for reference purposes only and shall not be used in the construction or interpretation of this Amendment.

CITY OF BEND

VERIZON WIRELESS (VAW) LLC
d/b/a Verizon Wireless

By: _____
Harold A. Anderson
City Manager

By: _____
Keith A. Surratt
West Area Vice President - Network

Date: _____

Date: _____

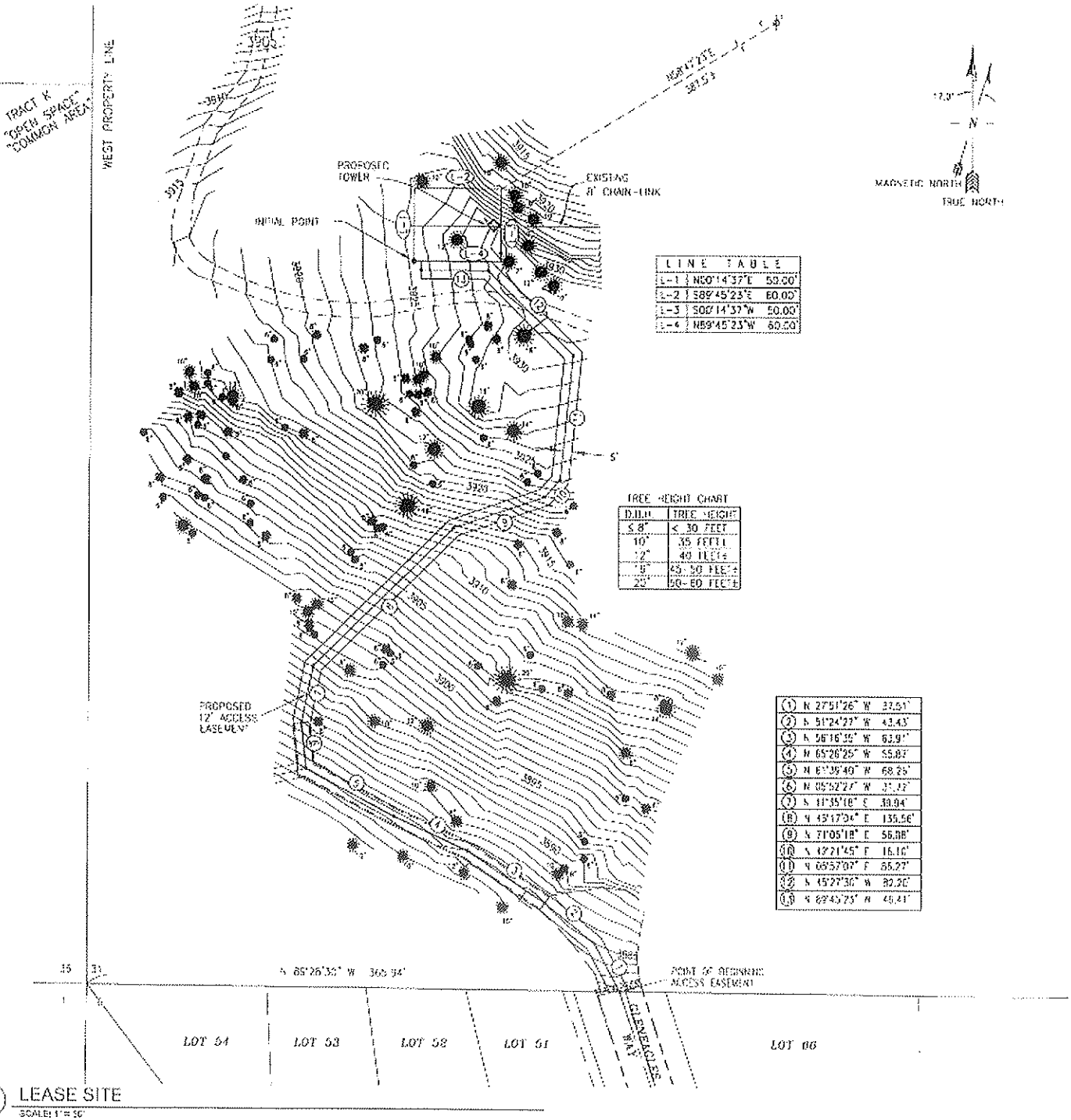
EXHIBIT "A"
1 of 2
LEGAL DESCRIPTION

See Attached

EXHIBIT "A"
2 of 2
DESCRIPTION OF PREMISES

See Attached

A1



LINE TABLE

L-1	N50°14'37"E	53.00'
L-2	S89°45'23"E	60.00'
L-3	S00°14'37"W	50.00'
L-4	N89°45'23"W	60.00'

TREE HEIGHT CHART

D.B.H.	TREE HEIGHT
5.0"	< 30 FEET
10"	35 FEET
12"	40 FEET
18"	45-50 FEET
24"	50-60 FEET

①	N 27°31'26" W	37.51'
②	S 51°24'27" W	43.43'
③	N 50°16'35" W	63.91'
④	N 65°26'25" W	55.83'
⑤	N 61°39'40" W	68.25'
⑥	N 85°52'27" W	31.13'
⑦	S 11°35'10" E	39.04'
⑧	N 45°17'04" E	155.50'
⑨	N 71°05'18" E	56.88'
⑩	N 42°21'45" E	16.16'
⑪	N 68°57'07" E	35.27'
⑫	N 45°27'36" W	82.50'
⑬	N 62°45'25" N	46.41'

2 LEASE SITE
SCALE: 1" = 50'

8 A2

