

**AMENDMENT NO. 3
ANTENNA LEASE AGREEMENT
T-MOBILE WEST LLC
2711 Log Cabin Rd. SW
Olympia, Washington 98501
SE05158A / Log Cabin**

THIS Amendment No. 3 is effective as of the date of the last authorizing signature below. The parties to this Amendment No. 3 are the CITY OF OLYMPIA, a Washington municipal corporation ("Olympia"), and T-MOBILE WEST LLC, a Delaware limited liability company, successor in interest to Western PCS BTA I Corporation, a Delaware corporation ("Lessee"). Olympia and Lessee are sometimes referred to collectively as the "Parties" and each individually as a "Party".

RECITALS

- A. On October 19, 2005, Olympia and Lessee entered into an Antenna Lease Agreement for the Log Cabin Storate Tank located at 2711 Log Cabin Road SW, Olympia, Washington (the "Lease Agreement"). Note: the Log Cabin Storage Tank is sometimes referred to as the Boulevard Road Storage Tank.
- B. The term of the Lease Agreement was to run through October 31, 2010, with the opportunity to negotiate an additional five year term. The Parties acknowledge that the Lease Agreement expired by its terms and Lessee was a month-to-month tenant beginning November 1, 2010.
- C. On December 13, 2016, Olympia and Lessee entered into Amendment No. 1 to extend the term of the Lease Agreement through October 31, 2021, and to increase the Basic Rent. Following execution of Amendment No. 1, Lessee ceased to be a month-to-month tenant and resumed tenancy under the terms of the Lease Agreement, as Amended.
- D. On February 24, 2022, Olympia and Lessee entered into an Amendment No. 2 to extend the term through October 31, 2022 and increase the Basic Rent.
- E. Section 23 of the Lease Agreement (Holding Over) provides:

Any holding over after the expiration of the term hereof, with the consent of Olympia, shall be construed to be a tenancy from month to month at two times the rents herein specified (prorated on a monthly basis) and shall otherwise be for the term and on the conditions herein specified, so far as applicable.
- F. With the original term of the Lease Agreement having expired on October 31, 2022, and with Olympia having consented, pursuant to Section 23 of the Lease Agreement, Lessee became a

tenant from month to month as of November 1, 2022, with applicable terms of the Lease Agreement still in effect.

- G. The Parties now wish to amend the Lease Agreement a third time to extend the term, increase the Basic Rent amount, and make other changes, as set forth below. The Parties intend that this Amendment No. 3 is effective nunc pro tunc to October 31, 2022, and that, with this Amendment, the Parties will be bound by the Lease Agreement, as amended by Amendment No. 1, Amendment No. 2, and this Amendment and that the term of the Lease is as provided in the Lease Agreement, as amended by this Amendment No. 3, such that Lessee is not a tenant from month to month.
- H. In addition, Olympia is planning certain work on the Log Cabin (Boulevard Road) Water Storage Tank, which will necessitate the temporary removal and relocation of Lessee's equipment from the storage tank, to a temporary alternate location. After Olympia's work on the storage tank, Lessee's equipment is to be returned to the storage tank, as provided in the Lease Agreement. The Parties wish to amend the Lease Agreement to allow for and facilitate the temporary removal and relocation of Lessee's equipment for Olympia's planned work on the storage tank, and the return of the equipment to the storage tank after completion of that work.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. Item 3 of the Lease Agreement, and amended by Amendment No. 1 and Amendment No. 2, is hereby amended as follows:

Lessee shall pay rent to Olympia in the sum of Twenty-five Thousand Four Hundred Twenty-seven and 98/100 (\$25,427.98) to cover the one year time period November 1, 2022 through October 31, 2023. Lessee shall make payment to the Director of Finance and Budget at Olympia City Hall, 601 4th Avenue East, Olympia, WA 98507 ("Basic Rent"). Such payment shall be made within thirty days of the effective date of this Amendment No. 3.

In addition to the Basic Rent, Lessee shall also pay to the Olympia Director of Finance applicable leasehold excise taxes, if any, assessed pursuant to RCW 82.29A and OMC 3.36, at the same time as the Basic Rent. If any Basic Rent payment is not received by Olympia as set forth in the Lease Agreement, as amended, the past due amount shall bear interest at the rate of twelve percent (12%) per annum, or any portion thereof, until paid in full.

2. Section 6 of the Lease Agreement, as amended by Amendment No. 1 and Amendment No. 2, is hereby amended as follows:

The term of the Lease Agreement shall commence November 1, 2022 and shall run through October 31, 2023 during which time the Olympia will develop new master lease language for

Lessee's consideration, in anticipation of the Parties entering into a new lease agreement. No additional extension of the term of this Lease Agreement will occur. If Olympia and the Lessee do not enter into a new Lease Agreement within thirty (30) days prior to the expiration of this Lease Agreement, Olympia shall provide written notification to the Lessee that the Lessee shall remove all of its equipment and personal property whatsoever from the Property within sixty (60) days of the end of the term of the Lease Agreement, or sixty (60) days from the date of Olympia's written notification, whichever is later.

3. Section 2a of the Lease Agreement is hereby amended as follows:

This Lease Agreement does not grant to Lessee any zoning or land use approvals for the uses mentioned herein. Lessee shall obtain any and all land use and zoning approvals as are necessary for its operation, including but not limited to, permits for buildings, structures, towers, and antennas. Olympia agrees, at no cost to Olympia, to cooperate (by signing as property owner for all applications and/or permits that are required by governmental agencies) with Lessee in making applications for and obtaining all license, permits, and any other necessary approvals that may be required for Lessee's intended use of the Area as provided in the Agreement. Lessee may access through the Property the Leased Area to install, operate, and maintain its Antenna Facilities. Lessee shall request access to the Property 24 hours in advance through Public Works Dispatch (360.753.8333). In the event of an emergency, should the Lessee need access to the Property outside of normal business hours, the Lessee shall contact Public Works Dispatch (360.753.8333). Olympia may charge Lessee for whatever expense, including employees' wages, that Lessee may incur in providing after-hours access to the Lessee.

4. Section 17 of the Lease Agreement is hereby amended as follows:

In addition to termination under section 7 herein, Olympia may terminate this Lease Agreement after written notice of Lessee of its intent to do so given at least sixty (60) days prior to such termination. Such termination shall be permitted in the event Olympia has a need to use the Property. Lessee may terminate this Lease Agreement with at least sixty (60) days written notice. Such termination shall also be permitted in the event Lessee wishes to terminate this Lease Agreement. Lessee shall also be permitted to terminate this Lease with sixty (60) days written notice in the event that Lessee cannot receive and transmit 360 degrees from the area as defined in Section 1 for reasons beyond Lessee's control. In this event, Lessee shall be entitled to a pro rata refund of Basic rent less any damages it may have used the Property.

5. Temporary Relocation of Antenna Facilities. The Lease Agreement is hereby amended to provide for the temporary relocation of Lessee's Equipment from Olympia's water tank to an alternate location at the Property, as described in Exhibit "A" attached to this Amendment No. 3 and made a part hereof. Said relocation is subject to the following conditions, unless otherwise agreed to in writing by the Parties: (i) Lessee shall remove equipment from the

tank by June 9, 2023; (ii) Olympia estimates that the water tank work will be completed by December 31, 2024. Olympia agrees to provide quarterly progress reports to the Lessee; (iii) Olympia will notify the Lessee in writing when Lessee may re-install on the tank. Lessee shall relocate the Antenna Facilities to the tank one hundred twenty (120) days after receipt of the notification; (iv) Olympia and the Lessee have agreed that the Antenna Facilities will be relocated to a temporary tower to be constructed by the Lessee at the location shown on Exhibit "A"; and (v) during such removal and relocation process, Lessee's primary relocation contact for coordination efforts with Olympia shall be: Bree Soncrant, bree.soncrant@taec.net; 206.714.7101, PropertyManagement@T-Mobile.com. Upon relocation of that portion of Lessee's existing Antenna Facilities to the alternate location, such alternate location includes and is part of the definition of "Premises" under the Lease.

6. The Parties hereby ratify and reaffirm the Lease Agreement. The Parties hereby confirm that the Lease Agreement, as amended by Amendment No. 1, Amendment No. 2, and this Amendment No. 3 remains in effect.
7. All remaining provisions of the Lease Agreement as previously amended not here amended or supplemented remain as written in said Lease Agreement as previously amended, and continue in full force and effect.
8. Each Party hereto represents and warrants to the other that all necessary corporate authorizations required for execution and performance of this Amendment No. 3 have been given and that the undersigned officer of each Party is duly authorized to execute this Amendment No. 3 and bind the Party for which it signs.

IN WITNESS WHEREOF, the Parties, having read the foregoing and intending to be legally bound hereby, have caused this Amendment No. 3 to be executed by their duly authorized representatives as of the date(s) written below.

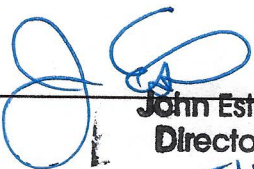
CITY OF OLYMPIA

By: _____
Steven J. Burney
City Manager
Date of Signature: _____

APPROVED AS TO FORM:

Michael M. Young
Deputy City Attorney

T-MOBILE WEST LLC

By: 
Name **John Estes**
Title **Director**
Date of Signature: **5/18/23**



TMO Signatory Level: L06

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CITY OF OLYMPIA ACKNOWLEDGMENT

STATE OF WASHINGTON)
) ss.
COUNTY OF THURSTON)

On the ____ day of _____ 2023, before me, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Steven J. Burney, to me known to be the City Manager of the City of Olympia, a municipal corporation, who executed the foregoing instrument and acknowledged the said instrument to be the free and voluntary act and deed of said municipal corporation for the uses and purposes therein mentioned and on oath states that he/she/they is/are authorized to execute the said instrument.

WITNESS my hand and official seal the day and year first above written.

Signature

Print Name

NOTARY PUBLIC in and for the State of

Residing at

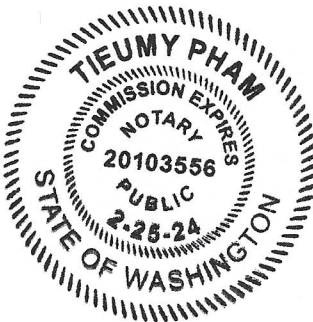
My appointment expires:

LESSEE ACKNOWLEDGMENT

STATE OF Washington)
) ss.
COUNTY OF King)

On the 18th day of May 2023, before me, a Notary Public in and for the State of _____, duly commissioned and sworn, personally appeared John Estes, to me known to be the Director a Delaware limited liability corporation, who executed the foregoing instrument and acknowledged the said instrument to be the free and voluntary act and deed of said limited liability corporation for the uses and purposes therein mentioned and on oath states that he is authorized to execute the said instrument.

WITNESS my hand and official seal the day and year first above written.



Signature

Print Name

NOTARY PUBLIC in and for the State of

Residing at

My appointment expires:

EXHIBIT "A"
Temporary Tower Location (Map)

