

CITY OF OLYMPIA

GROUND LEASE AGREEMENT

Elliott Water Storage Tank

3700 - 20th Avenue NW, Olympia, WA 98501

Carrier: New Cingular Wireless PCS, LLC

This non-exclusive Lease Agreement ("Lease") is effective as of the date of the last authorizing signature affixed hereto (the "Commencement Date"), by and between the **City of Olympia**, herein referred to as "Lessor", "Olympia" and "City", and **New Cingular Wireless PCS, LLC**, a Delaware limited liability company, herein referred to as "Lessee".

IT IS HEREBY MUTUALLY AGREED BETWEEN THE PARTIES AS FOLLOWS:

1. Property, Area, and Antenna Facilities

Olympia hereby grants to Lessee the non-exclusive right to occupy a portion of the Elliott Avenue Water Storage Tank Site, the legal description for which is shown on the attached Exhibit A1, The Property Legal Description, Exhibit A, The Area Lease Legal Description, and Exhibit B, The Area Lease Map which shall hereafter be called "the Property." Provided, however, that Lessee's use shall be limited as shown on the attached Exhibits A and B, which shall hereafter be called "the Area."

2. Permitted Use

A. Occupancy and use of the Area shall be limited to construction, maintenance, repairs, operation and removal of the outdoor equipment cabinets and ancillary support equipment which have been authorized by a building permit from Olympia under Olympia Municipal Code (OMC) 16.04, and a use permit from Olympia under OMC 11.02.080 and reviewed in accordance with Chapters 18.44 or 18.46, where applicable. ***Construction and modification of equipment shall comply with the City of Olympia Engineering Design and Development Standards pursuant to OMC Chapter 11.12.***

In non-emergency cases, no removal of any of Lessee's equipment which is attached to or inside any facilities of the City, such as, without limitation, water tanks, towers, structures or buildings, may occur without giving the City 30 days advance notice and an opportunity to determine whether the removal may damage any City property. If the City determines that the removal may damage City property, the City may prohibit the removal or require the lessee to take measures to avoid damage in order to perform the removal. The same requirements shall apply to Lessee's equipment located within any trenches that are jointly occupied by any facilities of the City or any other company or person. In case of a "tier 1 emergency", Lessee shall be permitted to immediately access the Area without being required to provide notice to the City, provided that Lessee shall submit to the City, no later than fifteen (15) days after the emergency, a written report describing the emergency and the reason(s) why immediate

access was required. In case of a "tier 2" emergency, Lessee shall be permitted to access the Area upon prior written notice to the City. As used herein, (i) "tier 1 emergency" means a situation in which there is an imminent threat of injury to person or property, or loss of life; and (ii) "tier 2 emergency" means a situation in which there is an Equipment failure that renders Lessee unable to provide its service from the Area.

B. "Ground Equipment" shall include, but is not limited to, equipment installed on the permitted ground leased Area, and includes but is not limited to such items as switches, power supplies, batteries, equipment shelter, generator, generator shelter, accessories, and necessary appurtenances. The Ground Equipment may be referred to as the "Equipment" (see attached Exhibit D, Equipment). Said Equipment shall be considered Lessee's personal property and not fixtures, regardless of how it is attached to Olympia's Property. Any upgrade or other alteration to the "Equipment" that would result in an increase from the original leased square footage occupied by the Lessee's Equipment on the Area, as depicted in the Exhibit A, the Area, Exhibit B, and Exhibit D, Equipment, shall be subject to review and approval by Olympia prior to installation, which approval shall not be unreasonably withheld, delayed or conditioned, and may be subject to an adjustment to the rent based on the pricing structure under Exhibit E, Pricing Structure, and the annual escalation under Section 3.B, Rent Adjustment, payable by Lessee hereunder.

C. Any other use of the Area shall cancel this Lease. This Lease 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 operations, 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 application for and obtaining all licenses, permits, and any and all necessary approvals that may be required for Lessee's intended use of the Area as provided in this Lease. Olympia grants Lessee reasonable access through the Property to the Area twenty-four (24) hours a day, seven (7) days a week and for utilities necessary to operate the Equipment.

D. Lessee shall provide City with as-built drawings of the Equipment and improvements installed on the leased premises, which show the actual location of all Ground Equipment within thirty (30) days of the Commencement Date of this Lease and within thirty (30) days of completion of any material alterations to the Equipment thereafter. Said drawings shall be accompanied by a complete and detailed inventory of all Equipment actually placed on the leased premises.

3. Compensation.

A. Rent.

Lessee shall pay rent ("Rent") to Olympia in the amount of Eleven Thousand Eight Hundred Ninety-five and 00/100 Dollars (\$11,895.00) annually, the calculation for which is attached hereto as Exhibit E, Pricing Structure, the first annual payment to be made within thirty (30) days of the Commencement Date. Thereafter, the Rent shall be due and payable annually on or before January 1 of each year, subject to the annual adjustment set forth in Section 3.B, Rent Adjustment. Partial years at the

beginning and end of the term of this Lease shall be prorated. Payment shall be made to the Director of Finance and Budget at Olympia City Hall, 601 4th Avenue East Olympia, WA 98507.

Rent amount is based on a) Ground Area: square footage, and b) Utility, Electrical and Conduit Runs: linear feet which is shown on the attached Exhibit C, Conduit Lease Area, and will increase as Lessee expands beyond the Area's leased footprint.

B. Rent Adjustment.

The annual Rent shall be increased on January 1st of each year by an amount of **four percent (4%)**. Any additional changes in square footage of the leased Area, and/or Utility, Electrical and Conduit Runs shall be amended in the Exhibit E, Pricing Structure, to reflect the increases in Rent amount.

C. Late Charge.

In the event the Lessee fails to make any payment of Rent or any other payment due hereunder within ten (10) business days of the due date, the City shall be entitled to a late fee from the Lessee, the City shall be entitled to collect from the Lessee a late charge equal to ten percent (10%) of the past due amount. Acceptance of late rent payments or any other payments by the City from the Lessee after any breach by the Lessee shall not constitute a waiver of any such breach or any other breach.

D. Leasehold Excise Tax.

In addition to such annual Rent, Lessee shall also pay to Olympia, to the Director of Finance and Budget as set forth above, leasehold excise taxes assessed pursuant to RCW 82.29A and OMC Chapter 3.36, if applicable. Lessee shall pay all personal property taxes, leasehold taxes, other taxes and assessments, if any, assessed on, or any portion of, the Equipment and Lessee's improvements made to the Property.

E. Failure to Pay.

Any failure to pay Rent or any amount due in Section 3.A or 3.B, or any other amount to be paid by Lessee under the terms of this Lease, within thirty (30) days of Lessee's receipt of written notice that such amounts are past due shall be considered a breach of contract and shall entitle the City to pursue all remedies legally available, including the right to terminate this Lease.

F. Assignment and Sublease.

No assignment, transfer, or sublease (including those deemed approved pursuant to Section 17A) shall release Lessee from Lessee's obligations under this Lease or alter the liability of Lessee to pay the Rent and to perform all other obligations to be performed by Lessee hereunder. As a condition to Olympia's approval, any potential assignee otherwise approved by Olympia shall assume all obligations of Lessee under this Lease and shall be jointly and severally liable with Lessee for the payment of Rent and performance of all terms, and conditions of this Lease.

4. Disclaimer of Liability and Indemnity.

A. Olympia shall not at any time be liable for injury or damage occurring to any person or property from any cause whatsoever arising out of or in any way related to Lessee's construction, maintenance, repair, use, operation or dismantling of the Area or its Equipment, except to the extent that any such injury or damage arises out of the negligence, or any willful or intentional acts of Olympia, its employees, or agents.

B. Lessee shall defend, indemnify and hold harmless Olympia, its officers, agents, employees, from any and all claims, lawsuits, actions, damages or costs, (including but not limited to reasonable attorneys' fees), or liability whatsoever which arises from Lessee's use of the Property, Area and Equipment. The foregoing promise shall include, but not be limited to, claims of radio, television, or microwave interference, antitrust violations and anticompetitive acts, liability due to falling objects such as antennas, attachments of equipment and lines on the Property, and liability due to any other condition of plaintiff's equipment, facilities or operations that arise out of Lessee's use and/or occupancy of the Property, Area and Equipment. This obligation shall survive expiration or termination of this Lease. Lessee shall not be responsible to defend, indemnify or hold harmless Olympia for the solely negligent acts or omissions or willful misconduct of Olympia, its employees or agents.

In the event that Lessee fails or refuses to accept Olympia's tender of any claim or lawsuit, said tender having been made subject to this Section 4, and said refusal is subsequently determined by a court having jurisdiction to have been a wrongful refusal on the part of the Lessee, then Lessee shall indemnify Olympia for all of Olympia's costs for defense of the action and all costs of recovering under this indemnification clause, including attorneys' fees, and any damages, liability and/or settlements for which a reasonableness determination is made.

C. Lessee specifically and expressly waives any immunity that may be granted it under the Washington State Industrial Insurance Act, Title 51 RCW. Further, the indemnification obligation under this Lease shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable to or for any third party under the workers' compensation acts, disability benefits acts, or other employee benefits acts. Lessee's duty to defend, indemnify and hold Olympia harmless shall include, as to all claims, demands, losses and liability to which it applies, Olympia's personnel-related costs, reasonable attorneys' fees, court costs and all other claim-related expenses.

THE PARTIES HERETO CERTIFY THAT THE WAIVER IN Section 4C ABOVE WAS MUTUALLY NEGOTIATED BY THE PARTIES.

D. Lessee shall be liable to Olympia for any damage or loss caused by Lessee's agents, employees, or representatives to the Property.

E. In the event any action or proceeding shall be brought against the City of Olympia or its agents, officers or employees by reason of any matter for which the same are indemnified hereunder, the Lessee shall, upon notice from Olympia, at the Lessee's sole cost and expense, defend the same with

legal counsel reasonably selected by the Lessee; provided however, that the Lessee shall not admit liability for, nor enter into any compromise or settlement of, any such matter on behalf of Olympia without Olympia's prior written consent.

F. Each party shall give each other prompt notice of the making of any claim or the commencement of any action, suit or other proceeding covered by this Section. Olympia shall cooperate with Lessee in the defense of any action subject to the defense, indemnification and hold harmless provisions hereof, and may participate in the defense of any litigation with Olympia's own legal counsel.

G. Except for indemnification pursuant to this Section 4 and Section 12, neither party shall be liable to the other, or any of their respective agents, representatives or employees for any lost revenue, lost profits, loss of technology, rights or services, incidental, punitive, indirect, special or consequential damages, loss of data, or interruption or loss of use of service, even if advised of the possibility of such damages, whether under theory of contract, tort, strict liability or otherwise.

H. Nothing in the preceding paragraphs of Section 4 shall be construed to create any additional liability to any third party. Rather the preceding provisions are solely for the purpose of allocating risk and liability between the parties to this Lease.

5. Insurance.

While this Lease is in effect or while any Equipment is located on the Property, Lessee shall maintain in effect and pay for a policies of insurance in according with OMC 11.10.220 as follows:

Comprehensive general liability insurance, written on an occurrence basis, with limits not less than:

1. \$3,000,000.00 for bodily injury or death to each person;
2. \$3,000,000.00 for property damage resulting from any one accident; and
3. \$5,000,000.00 per occurrence.

Automobile liability for owned, non-owned and hired vehicles with a limit of \$3,000,000.00 for each person and \$3,000,000.00 for each accident;

Worker's compensation within statutory limits and employer's liability insurance with limits of not less than \$1,000,000.00; however, Lessee may self-insure this coverage in accordance with statutory requirements in the State of Washington.

Comprehensive form premises, operations, explosions and collapse hazard, underground hazard and products completed hazard with limits of not less than \$3,000,000.00;

Olympia and its agents, officers and employees shall be as additional insureds under such policies.

Lessee shall deliver to Olympia a certificate evidencing such insurance coverage upon execution of this Lease, and that coverage shall not be terminated without sixty (60) days written notice to Olympia .

6. Security.

A. Pursuant to OMC 11.10.250, Lessee shall obtain a performance bond (the "fund") for the benefit of the City in the amount of Twenty Thousand and No/100 Dollars (\$20,000.00), or such lesser amount as deemed necessary by the Community Planning and Development Director, which fund shall be maintained at the sole expense of the Lessee so long as any of the Lessee's Equipment is located upon the City's Property.

B. The fund shall serve as security for the full and complete performance of this Lease, including any costs, expenses, damages, or loss the City pays or incurs, including civil penalties, because of any failure attributable to the Lessee to comply with this Lease or the codes, ordinances, rules, regulations, or permits of the City.

C. Before any sums are withdrawn from the fund, the City shall give thirty (30) days written notice to the Lessee:

1. Describing the default to be remedied, or the damages, costs or expenses, which the City has incurred by reason of Lessee's default;
2. Providing a reasonable opportunity for Lessee to first remedy the existing or ongoing default, if applicable;
3. Providing a reasonable opportunity for Lessee to pay any monies due the City before the City withdraws the amount thereof from the fund, if applicable; and
4. That the Lessee will be given an opportunity to review the default described in the notice with the City's representative or designee.

D. Lessees shall replenish the security fund within fourteen (14) days after written notice from the City that there is a deficiency in the amount of the fund.

7. Term and Renewal.

The term of this Lease is approximately five (5) years, commencing on the date this Lease is fully executed by both parties and expiring on December 31, 2023, unless sooner terminated as provided herein. In the event Lessee wishes to extend this Lease at the end of the initial five (5) year term, Lessee shall give notice to Olympia at least one hundred eighty (180) days before expiration of the then current initial term. The decision to extend this Lease shall be within the sole but reasonable discretion of Olympia, in accordance with the terms of Olympia Municipal Code 11.08.060. Notwithstanding anything stated herein to the contrary, Lessee may not extend this Lease, unless it is in full compliance with all terms and conditions contained herein. Unless Lessee wishes to extend this same Lease, it shall comply with the terms of Olympia Municipal Code 11.08.020.

8. Amendment.

Lessor hereby delegates authority to those staff members who hold the positions designated in this Section to authorize amendments to Exhibits "A," "B," and "C" as necessary for the proper administration of this Lease. All amendments to this Lease must be in written form, signed by the authorized representative for both parties, dated, and filed with each party prior to taking effect.

LESSOR: **CITY OF OLYMPIA**
 ATTN: Water Resources Line of Business Director
 Public Works Department
 P.O. Box 1967
 Olympia, WA 98507-1967

9. Breach.

A. In the event Lessee shall violate any term or condition of this Lease, Olympia shall give notice in writing to Lessee to cease the violation and comply with the terms of this Lease. Lessee shall be deemed to be in default of this Lease if Lessee fails to cease the violation and comply within: (i) thirty (30) days of receipt of such written notice as to any monetary default, and (ii) sixty (60) days of receipt of such written notice as to any non-monetary default; provided, however, that Lessee shall have such extended periods as may be required beyond the sixty (60) day cure period to cure any non-monetary default if the nature of the cure is such that it reasonably requires more than sixty (60) days to cure, and Lessee commences the cure within the sixty (60) day period and thereafter continuously and diligently pursues the cure to completion. Lessee shall notify the City in writing within the sixty (60) days curing period if Lessee is unable to complete the corrective action to cure any non –monetary default within the timeline stated above. If Lessee fails to cure the breach within the cure periods set forth herein above, Olympia may terminate this Lease and reenter the Area upon prior written notice to Lessee. Olympia's failure to use remedies provided herein shall not constitute a waiver by Olympia. Olympia may not maintain any action or effect any remedies for default against Lessee unless and until Lessee has failed to cure the breach within the time periods provided in this Section.

B. In the event there is a breach by Olympia with respect to any of the provisions of this Lease or Olympia's obligations under it, Lessee shall give Olympia written notice of such breach. After receipt of such notice, Olympia shall have sixty (60) days in which to cure any such breach; provided, however, that Olympia shall have such extended periods as may be required beyond the sixty (60) day cure period to cure any default if the nature of the cure is such that it reasonably requires more than sixty (60) days to cure, and Olympia commences the cure within the sixty (60) day period and thereafter continuously and diligently pursues the cure to completion. If Olympia fails to cure the breach within the cure period set forth herein above, Lessee shall have the right to all remedies available to it at law and in equity, including but not limited to the right to terminate this Lease upon written notice thereof to Olympia. Lessee's failure to use remedies provided herein shall not constitute a waiver by Lessee. Lessee may not maintain any action or effect any remedies for default against Olympia unless and until Olympia has failed to cure the breach within the time periods provided in this Section.

10. Condition of Property upon Termination.

Subject to Sections 12 and 14, upon termination of this Lease, Lessee shall return the Area to Olympia in good, undamaged, useable condition, normal wear and tear excepted, and shall remove all above-ground Equipment from the Property within forty-five (45) days after the effective termination date. Lessee shall be liable to Olympia for any unpaid annual Rent as of the date of termination of this Lease.

11. Notice.

Any notice required to be given under this Lease shall be deemed given three (3) days subsequent to deposit of such notice(s), properly addressed, in the United States mail, postage prepaid, sent by registered or certified mail, return receipt requested, or by a nationally recognized courier service.

TO LESSOR: **CITY OF OLYMPIA**
 ATTN: Public Works Department
 601 4th Avenue East
 Olympia, WA 98507-1967

TO LESSEE: **NEW CINGULAR WIRELESS PCS, LLC**
 Attn: Network Real Estate Administration
 RE: Cell Site: WA6229 Evergreen College
 Fixed Asset #: 10013346
 575 Morosgo Drive NE
 Atlanta, GA 30324

With a copy to: **NEW CINGULAR WIRELESS PCS, LLC**
 Attn: Legal Department
 RE: Cell Site: WA6229 Evergreen College
 Fixed Asset #: 10013346
 208 S. Akard Street
 Dallas, TX 75202-4206

The copy sent to Lessee's Legal Department is an administrative step that alone does not constitute legal notice. Either party hereto may change the place for the giving of notice to it by thirty (30) days prior written notice to the other as provided herein.

12. Alteration.

Lessee shall not make any alterations, additions, or improvements in the Area, which are not within the usual and customary method of installation of its Equipment, without first obtaining the consent of Olympia in writing, which consent shall not be unreasonably withheld, conditioned or delayed. All alterations, additions, and improvements to the Area shall be at the sole cost and expense of Lessee and shall become the Property of Olympia, excluding Lessee's Equipment, and be surrendered with the Property as a part thereof at the termination of this Lease, without disturbance, molestation, or injury, including but not limited to all foundations and utilities. At the City's discretion, all above-ground

alterations, additions and improvements, and Equipment shall be removed by the Lessee within ninety (90) days after the termination of this Lease and Lessee's receipt of Olympia's written request to remove such improvements.

13. Cooperation

Olympia will cooperate with Lessee's efforts to obtain utilities, electrical power, and telephone services necessary to operate Lessee's Equipment.

If Lessee shall perform work in the Property with the consent of Olympia, Lessee agrees to comply with all applicable laws, ordinances, rules, regulations and Engineering Design and Development Standards of the City of Olympia and any other authorized applicable governmental authority.

Lessee shall have the right to alter, replace, enhance and upgrade the Equipment at the Area at any time during the term of this Lease with equipment that is of similar or smaller size in share or number, upon prior written notice to Olympia; provided, however, that such changes shall not cause measureable interference with existing facilities or operations at the Property. For other alterations, including but not limited to an increase in the height of the Equipment, increase in the use of ground space on site, or the substitution of substantially larger equipment, the Lessee must satisfy requirements set forth in Section 2, Permitted Use of this Lease and Olympia will approve such alterations, with such approval not to be unreasonably withheld, conditioned or delayed.

14. Ownership and Removal of Improvements.

All foundations, utilities, landscaping and all other improvements, including fixtures, except Lessee's Equipment, shall become the property of Olympia upon expiration or termination of this Lease. In the event that Olympia requires removal of such above-ground improvements and restoration upon the expiration or earlier termination of this Lease, such removal and restoration shall be accomplished at the sole expense of Lessee and completed within ninety (90) days after the termination of this Lease and Lessee's receipt of written notice from Olympia requiring removal of the improvements. In the event Equipment is left upon the Property after expiration or termination of this Lease, it shall become the property of Olympia if not removed by Lessee upon thirty (30) days written notice from Olympia. If such time for removal causes Lessee to remain on the Premises at the termination of this Lease, Lessee shall pay rent at the then existing monthly rate or on the existing monthly prorated basis if based upon a longer payment term, until such time as the removal of the building, antenna structure, fixtures, and all personal property are completed.

15. Interference with Other Users. (intentionally deleted)

16. Hazardous Substances.

Olympia represents that it has no knowledge of any substance, chemical, or waste (hereafter called "Hazardous Substance") on the Property that is identified as hazardous, toxic, or dangerous in any applicable federal, state, or local law or regulation. Lessee shall not introduce any such Hazardous Substance on the Property in violation of any applicable law. Lessee represents warrants and agrees

that its use of the Area and the Property shall be in compliance with all applicable state and federal environmental laws. Lessee will be solely responsible for and shall defend, indemnify, and hold Olympia, its agents and employees harmless from and against any and all direct claims, costs, and liabilities, including reasonable attorneys' fees and costs, arising out of or in connection with the cleanup or restoration of the Property associated with the introduction by Lessee to the Property of such Hazardous Substance(s). Olympia will be solely responsible for and will defend, indemnify, and hold Lessee, its agents and employees harmless from and against any and all direct claims, costs, and liabilities, including reasonable attorneys' fees and costs, arising out of or in connection with the removal, cleanup, or restoration of the Property with respect to Hazardous Substances from any and all sources other than those Hazardous Substances introduced to the Property by Lessee. The obligations of this Section 16 shall survive the expiration or other termination of this Lease.

17. Assignment; Sublease.

A. Lessee shall not assign or transfer this Lease or sublease all or any portion of the Area either in whole or in part, either by involuntary sale or by voluntary sale, merger, consolidation; nor shall title thereto, either legal or equitable, or any right or property interest therein pass to or vest in any entity without the prior written consent of Olympia, which consent shall not be unreasonably withheld, conditioned or delayed; Lessee shall promptly notify Olympia of any proposed change in, or transfer of, or acquisition by any other party of control of the Lessee. Any such assignment, transfer, or sublease shall make this Lease subject to cancellation unless and until Olympia shall have consented thereto.

B. Notwithstanding the foregoing, this Lease shall not be assigned or sublease if Lessee is in violation of any provision thereof.

C. Notwithstanding anything contained herein to the contrary, this Lease may be sold, assigned or transferred by the Lessee without approval or consent of Olympia to the Lessee's, affiliates, subsidiaries of its principal or to any entity which acquires all or substantially all of Lessee's assets in the market, defined by the Federal Communications Commission in which the Property is located, by reason of a merger, acquisition or other business reorganization. Lessee shall notify Olympia within sixty calendar days (60) after the conclusion of such activities. No change of stock ownership, partnership interest or control of Lessee or transfer upon partnership or corporate dissolution of Lessee shall constitute an assignment hereunder.

18. Venue.

In the event of suit to enforce the terms and conditions of this Lease, venue shall be in the Superior Court in Thurston County, Washington. Washington law shall apply, and the prevailing party shall be awarded costs and reasonable attorney's fees.

19. Liens.

By law, no lien may attach to public property. If Lessee has work performed on the Property, Lessee shall inform all of its contractors, subcontractors, suppliers, materialmen, laborers, and others who may have a lien against private property that they are prohibited from claiming a lien on City property.

20. Termination.

In addition to termination under Section 9 herein, Lessor may terminate this Lease after written notice to Lessee of its intent to do so given at least one hundred eighty (180) days prior to such termination; provided there is a bona fide threat of public health and safety hazard to the public caused or contributed to by Lessee's continued use of the Area (as permitted herein). Lessee may terminate this Lease with six (6) months written notice. Such termination shall be permitted in the event Lessee wishes to terminate this Lease at any time for any reason.

21. Right of Entry.

Olympia, and its agents, officers, and employees, may enter the Area (excluding the interior of the equipment shelter, unless accompanied by a representative of the Lessee) upon twenty-four (24) hours prior written notice to Lessee for the purpose of conducting inspection for compliance with this Lease or to conduct other business; provided, however, that in no event will Olympia modify, remove, relocate or otherwise tamper with the Equipment. In the event of an emergency, Olympia's agents, officers, and employees may enter the Area without notice to Lessee. Olympia shall be liable for any damage to the Equipment caused by Olympia or its duly authorized agents, officers and employees.

22. Whole Agreement.

This Lease contains the whole and entire agreement between the parties as to the transaction contained herein, and supersedes all offers, negotiations and other agreements concerning the subject matter contained herein. Both parties have read this Lease, understand its contents, and have opportunity to consult with their respective attorneys regarding it. Any amendments to this Lease must be in writing and executed by both parties.

23. Maintenance and Security.

A. Lessor shall maintain the Property (except for the Equipment and those parts of the Area Lessee has exclusive use and control of), including the water tank and access to the Area, in good repair and tenable condition during the term of this Lease. Olympia has no responsibility for maintenance of or security for the Equipment placed upon the Property by Lessee.

B. Lessee shall have the right to install private utilities, at Lessee's expense, and to improve the present utilities on the Property (including, but not limited to, the installation of emergency power generators). Lessee shall install separate meters for utilities it uses on the Property.

C. Lessee shall, at its own expense, maintain those parts of the Area Lessee has exclusive use and control of and its Equipment in a safe condition, in good repair and in a manner reasonably acceptable to Olympia. Additionally, Lessee shall keep those parts of the Area it has exclusive use and control of

free of debris and anything of a dangerous, noxious or offensive nature or which would create a hazard, or any undue vibration, heat or noise. Lessee shall have the responsibility for the maintenance, repair and security of its Equipment and leasehold improvements. Lessee's Equipment shall, at all times, be painted, at Lessee's expense, the same color as the underlying City property to which its Equipment is attached, or other color as Olympia may specify. Any tree pruning or cutting that Lessee deems is reasonably required for installation and/or maintenance of the Area Lessee and/or Lessee's Equipment shall require Lessee to obtain permission from Olympia, and shall follow best management practices in accordance with City Code.

D. In the event that Olympia desires to make water tank repairs, or conduct maintenance or painting of the Property, Olympia agrees to provide thirty (30) days written notice to Lessee. Lessee agrees to accommodate Olympia by taking whatever action is necessary to secure the improvements of Lessee, or to remove them temporarily, if necessary, in order for Olympia to make repairs and do the maintenance. Olympia will use its best efforts to speedily take care of any work that requires Lessee to remove or otherwise disable its Equipment. If Lessee is required to temporarily remove all or any of its Equipment or disable its operations to accommodate Olympia's repair or maintenance work, Olympia agrees to permit Lessee to place and operate temporary transmission and reception facilities on the Property in a mutually acceptable location until such time as Lessee is able to relocate its Equipment back to the Area and/or recommence operations therefrom; use and operation of such temporary facilities will be governed by all of the terms and conditions of this Lease, including Rent. Olympia agrees that the Rent shall be abated until Lessee's use of the Area and right to operate its Equipment therefrom is restored, unless Lessee places and operates temporary transmission and reception facilities on the Property.

E. Olympia may require an annual site visit to discuss the general conditions of "The Area". If a site visit is needed, a mutually agreed upon date and time will be determined. The Lessee and any subleasee must post onsite a 24 hour emergency phone number.

24. Warranty of Title and Quiet Enjoyment.

Olympia warrants that: (i) Olympia owns the Property in fee simple and has rights of access thereto and the Property is free and clear of all liens, encumbrances, and restrictions affecting Lessee's use; (ii) Olympia has full right to make and perform this Lease; and (iii) Olympia covenants and agrees with Lessee that upon Lessee paying the Rent and observing and performing all the terms, covenants, and conditions on Lessee's part to be observed and performed, Lessee may peacefully and quietly enjoy the Property subject to this Lease. If Olympia sells or transfers all or any portion of the Property affecting the Property, any such sale, hypothecation, or transfer of all or any portion of the Property shall be made subject to the terms, provisions, and conditions of this Lease.

25. Holding Over.

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 Rent, or two hundred percent (200%)

herein specified (prorated on a monthly basis) and shall otherwise be for the term and on the conditions herein specified, so far as applicable.

26. Acceptance of Area.

Lessee is currently in possession of the Area and has been since June 1, 2002; Lessee accepts the Area in the condition existing as of the date it took exclusive possession thereof. Except as provided elsewhere in this Lease, Olympia makes no representation or warranty with respect to the Area's fitness for Lessee's particular purpose. Lessee shall, upon not less than forty-five (45) days prior request by Olympia, deliver to Olympia an estoppel statement in writing certifying that (a) this Lease is unmodified and in full force (or if there have been modifications, that the Lease is in full force as modified and identifying the modifications); (b) the dates to which Rent and other charges have been paid; (c) so far as the person making the certificate knows, Olympia is not in default under any provisions of the Lease; and (d) such other factual matters as Olympia may reasonably request.

27. Successors and Assigns.

This Lease shall be binding upon and inure to the benefit of the parties, their respective successors, personal representatives and assigns.

28. Non-Waiver.

Failure of either party to insist on strict performance of any of the conditions, covenants, terms or provisions of this Lease or to exercise any of their respective rights hereunder shall not waive such rights, but such party shall have the rights to enforce such rights at any time and take such action as might be lawful or authorized hereunder, either in law or equity. The receipt of any sum paid by Lessee to Olympia after a breach of this Lease shall not be deemed a waiver of such breach unless expressly set forth in writing.

29. Miscellaneous.

A. Olympia, and Lessee represent that each, respectively, has full right, power and authority to execute this Lease.

B. 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.

C. Over the term of the Lease, the Lessee will give reasonable consideration to adopting, installing and using new technologies on the Property which would reduce the footprint, height, width and/or area occupied by its equipment.

D. The Property houses critical structures and infrastructure necessary for the delivery of safe drinking water and fire suppression water. Any risks to such associated with the installation and operation of the Lessee's Equipment on or around the infrastructure must be minimized. The City's ability to operate and maintain its infrastructure must not be impeded or compromised in any way. In

the event Lessee's Equipment or actions conflict with these purposes, this Lease may be terminated at any time.

[SIGNATURES ON FOLLOWING PAGES]

Approved as to form:

for
W Dale Kammer
City Attorney

LESSOR:

CITY OF OLYMPIA

By: _____

Name: Steve R. Hall

Title: City Manager

Date: _____

STATE OF WASHINGTON)

) ss.

COUNTY OF THURSTON)

On this _____ day of _____ 20____, before me personally appeared _____
to me known to be the _____ for _____, that executed the
within and foregoing instrument, and acknowledged the 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 seal the day and year first above written.

Print Name: _____

NOTARY PUBLIC in and for the State
of _____, residing at _____.
My commission expires _____.

Date: March 15, 2018
Project: Elliot Tank AT&T Lease

EXHIBIT "A"
AT&T LEASE SITE

A 12 foot by 20 foot area and a 2.5 foot wide trench contained within the parcel (Elliot Tank Site) described as follows:

Overall Water Tank Parcel

The North 850 feet of the South 910 feet of that part of Government Lot 5 and the Northwest quarter of the Northwest quarter of Section 9, Township 18 North, Range 2 West, W.M., lying westerly of a line described by beginning at a point on the South line of said Lot 5, 270 feet East of its Southwest corner; running thence North 910 feet to the terminus of said line.

AT&T LEASE AREA

COMMENCING at the Northwest quarter of Section 9; thence South 4°22'35" East, 1558.84 feet to the Northwest corner of the Lease area and the **POINT OF BEGINNING**;

Thence South 87°50'27" East, 12 feet;
Thence South 2°41'47" West, 20 feet;
Thence North 87°50'27" West, 12 feet;
Thence North 2°41'47" East, 20 feet to the **POINT OF BEGINNING**;

TOGETHER with a 2.5 foot wide utility trench, being 1.25 feet on each side of the following described centerline;

COMMENCING at the Northwest corner of said Lease area; Thence South 2°41'47" West, 17 feet to the **POINT OF BEGINNING** of said centerline;
Thence South 58°41'57" West 3.38 feet;
Thence North 87°50'27" West 7.40 feet;
Thence North 55°11'00" West 7.82 feet to the **POINT OF TERMINUS** of said trench centerline;
The **POINT OF TERMINUS** bears South 51°27'55" West 22.37 feet from the Northwest corner of said lease area.



EXHIBIT A1
ELLIOTT TANK LEASE SITE
Area Lease Legal Description

**Section 09 Township 18 Range 2W Quarter NW NW
& SW NW BLA993119OL TR A Document 3321816**

EXHIBIT B

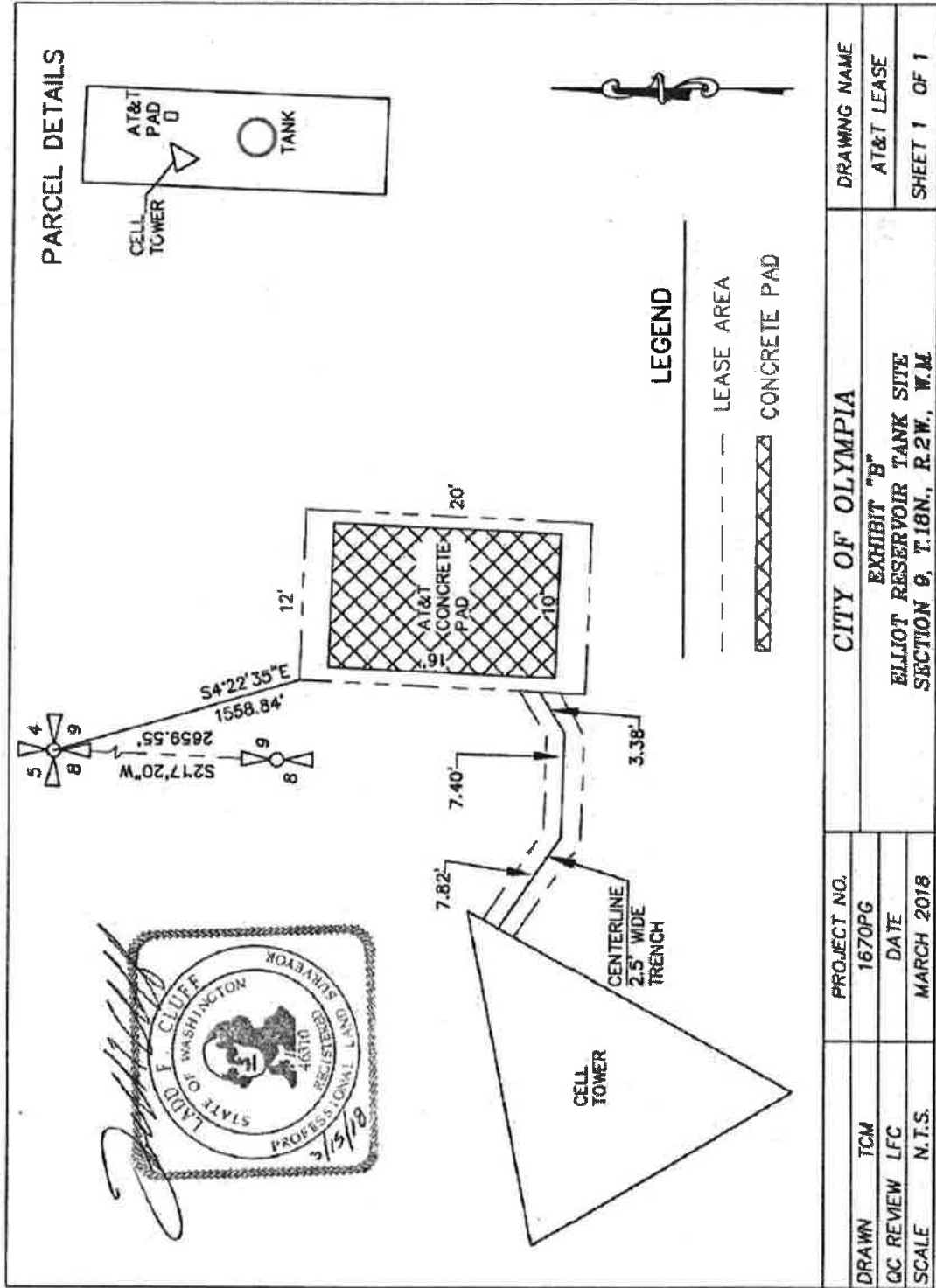


EXHIBIT C

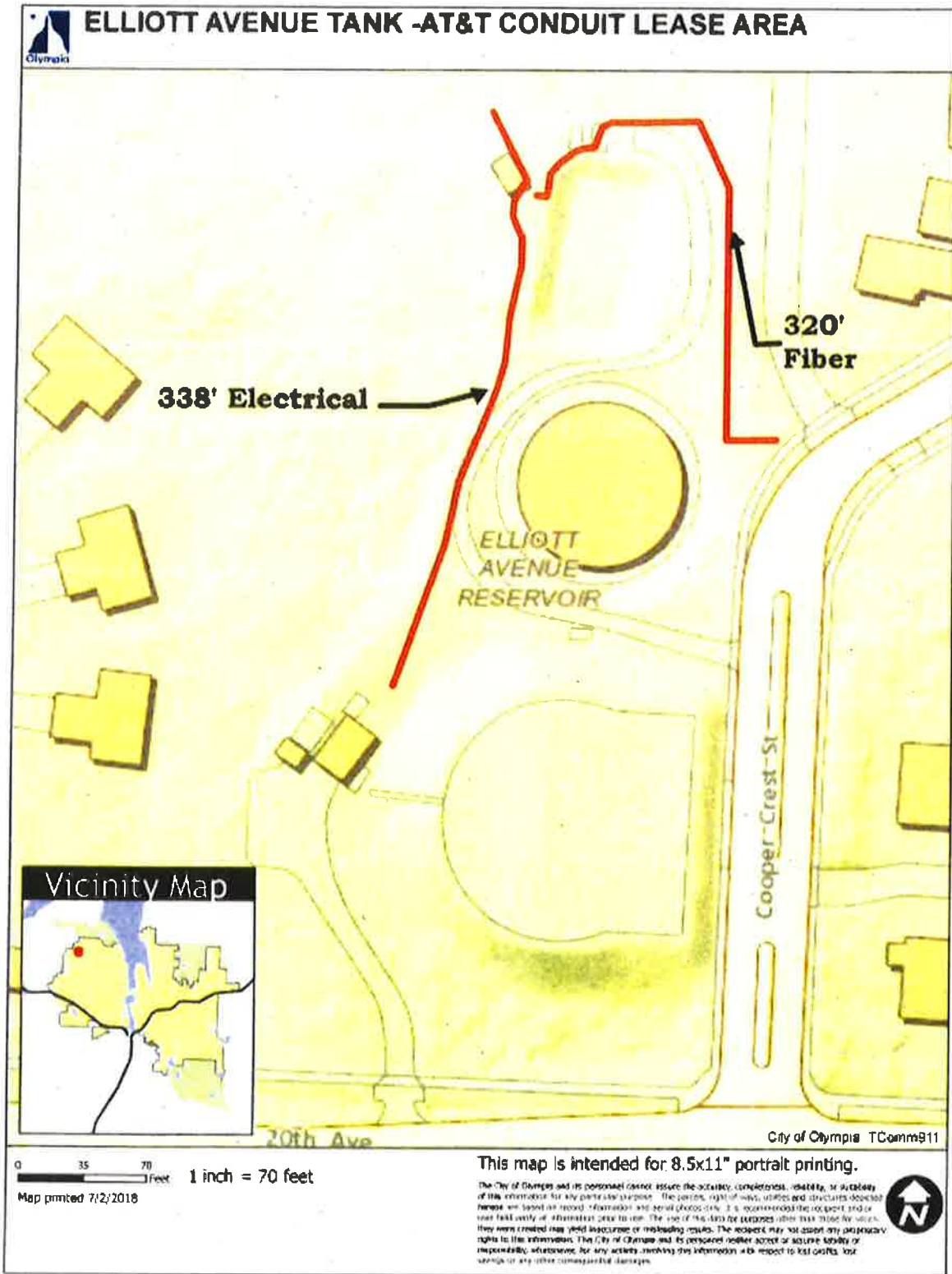


EXHIBIT D

EQUIPMENT

Ground Space and Equipment		
Ground facility description and size (concrete pad with fencing and gate, building, etc.)	List equipment (Generator, control box, etc.)	Others
12' x 20' Lease area (contain a 16' x 10' Concrete Pad). No Fencing. Outdoor equipment cabinets.	Outdoor equipment cabinets and ancillary support equipment	

EXHIBIT E

PRICING STRUCTURE

(Insert rent list: # of antenna, ground space square footage, etc.)

Ground Facility and Equipment			
Ground Facility (SF)	Unit Cost per SF	List equipment (Generator, control box, etc.)	Annual Ground Facility Rent
(12' x 20') 240'	\$33.11		\$7,947.00

Sub-total: \$7,947.00

Utility, Electrical and Conduit Runs		
Quantity (LF)	Cost per LF	Annual Utility Easement Rent
658	\$6.00	\$3,948.00

Sub-total: \$3,948.00

Total Annual Rent Amount:

\$11,895.00