

Site Name: **OLY WARD LAKE**

FIRST AMENDMENT TO LEASE AGREEMENT

This FIRST AMENDMENT TO LEASE AGREEMENT ("Amendment") is made this _____ day of _____, 2023, by and between the City of Olympia ("Olympia") and Cellco Partnership d/b/a Verizon Wireless ("Lessee").

RECITALS

A. This Amendment pertains to that certain Lease Agreement dated November 6, 2012 (the "Lease") for the lease of a certain area ("Area") located at 2711 Log Cabin Road SE, Olympia, County of Thurston, State of Washington 98501, on property legally described as set forth on Exhibit "A" to the Lease and attached hereto and made a part hereof.

B. Cellco Partnership d/b/a Verizon Wireless has succeeded to Lessee's interest of Verizon Wireless (VAW) LLC d/b/a Verizon Wireless under the Lease.

C. The parties desire to temporarily relocate the use and operation of Lessee's Antenna Facilities in conjunction with Olympia's planned tank work at the Property, as more fully described below.

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. Temporary Relocation of Antenna Facilities The Lease is hereby amended to provide for the temporary relocation of Lessee's Antenna Facilities from Olympia's water tank to an alternate location at the Property, as described in Exhibit "B" attached hereto 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 the Lessee may re-install its Antenna Facilities on the tank. Lessee shall relocate the Antenna Facilities to the tank 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 "B"; and (v) during such removal and relocation process, Lessee's primary relocation contact for coordination efforts with Olympia shall be Travis J. Nichols (Email: travis.nichols@verizonwireless.com; Mobile: 425.531.5224).

Upon relocation of that portion of Lessee's existing Antenna Facilities to the alternative location, such alternative location includes and is part of the definition of "Premises" under the Lease.

3 Notice. Section 8 of the Lease is hereby amended to include the current notice address of Lessee, as follows:

Cellco Partnership d/b/a Verizon Wireless
180 Washington Valley Road
Bedminster, New Jersey 07921
Attention: Network Real Estate
(Site: OLY WARD LAKE)

4. Full Force and Effect. Except as expressly amended herein the Lease is unmodified and remains in full force and effect. In the event of a conflict between the terms of the Lease and this Amendment, the terms of this Amendment are controlling. In addition, except as otherwise stated in this Amendment, all initially capitalized terms have the same respective defined meaning stated in the Lease. All captions are for reference purposes only and may not be used in the construction or interpretation of this Amendment.

OLYMPIA: City of Olympia

By: _____
Steven J. Burney, City Manager

Date: _____

Approved as to Form.

Michael M. Young
Deputy City Attorney

LESSEE: Cellco Partnership d/b/a Verizon Wireless

By: Bryan Adams

Name: Bryan Adams

Title: Sr Manager-RE/Regulatory

Date: 5/17/2023

[illegible]

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

My appointment expires:

STATE OF WASHINGTON)
) ss.
COUNTY OF King)

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

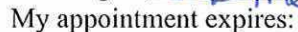


EXHIBIT "A"
LEGAL DESCRIPTION

THAT EAST 200 FEET OF THE NORTH 200 FEET OF THAT PORTION OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 30, TOWNSHIP 18 NORTH, RANGE 1 WEST, WILLAMETTE MERIDIAN, IN THURSTON COUNTY, STATE OF WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTH LINE OF THE SOUTH HALF OF THE SOUTHWEST QUARTER OF SECTION 30, TOWNSHIP 18 NORTH, RANGE 1 WEST, WILLAMETTE MERIDIAN, WHICH IS 30 FEET EAST OF THE NORTHWEST CORNER OF SAID ABOVE MENTIONED SUBDIVISION, AND BEING ON THE EAST LINE OF THE BOULEVARD ROAD; THENCE SOUTH AND PARALLEL TO THE WEST LINE OF SAID SUBDIVISION 30 FEET TO THE TRUE POINT OF BEGINNING OF THIS DESCRIPTION, SAID POINT BEING ON THE EASTERLY RIGHT OF WAY LINE OF BOULEVARD ROAD; THENCE SOUTHERLY AND PARALLEL TO THE WEST LINE OF SAID SUBDIVISION 400 FEET; THENCE EAST AND PARALLEL TO THE NORTH LINE OF SAID SUBDIVISION 544.50 FEET; THENCE NORTH AND PARALLEL TO THE WEST LINE OF SAID SUBDIVISION 400 FEET TO A POINT 30 FEET SOUTH OF THE NORTH LINE OF SAID SUBDIVISION; THENCE WEST 544.50 FEET TO THE POINT OF BEGINNING.

APN: 11830330200

EXHIBIT "B"
ALTERNATE AREA DESCRIPTION & ANTENNA FACILITIES

