

Market: Seattle/Oregon/No. Id.  
Cell Site Number: SD81  
Cell Site Name: Clise Park  
Fixed Asset Number: 10098217  
Reference Number of  
Prior Recorded Documents: N/A

## FIRST AMENDMENT TO TELECOMMUNICATIONS SITE LEASE AGREEMENT

THIS FIRST AMENDMENT TO TELECOMMUNICATIONS SITE LEASE AGREEMENT ("**Amendment**"), dated as of the latter of the signature dates below, is by and between City of Mercer Island, a municipal corporation, having a mailing address of 9611 SE 36th Street, Mercer Island, WA 98040 ("**Lessor**") and New Cingular Wireless PCS, LLC, a Delaware limited liability company, successor in interest to GTE Wireless of the Pacific Incorporated, having a mailing address of 12555 Cingular Way, Suite 1300, Alpharetta, GA 30004 ("**Lessee**").

WHEREAS, Lessor and Lessee entered into a Telecommunications Site Lease Agreement dated April 23, 2004, whereby Lessor leased to Lessee certain Premises, therein described, that are a portion of the Property commonly known as Clise Park, between SE 39<sup>th</sup> Street and SE 40<sup>th</sup> Street, Mercer Island, Washington 98040 ("**Agreement**"); and

WHEREAS, Lessor and Lessee desire to amend the Agreement to increase the size of the Premises; and

WHEREAS, Landlord and Tenant desire to adjust the rent in conjunction with the modifications to the Agreement contained herein; and

WHEREAS, Lessor and Lessee desire to amend the Agreement to modify the notice section thereof; and

WHEREAS, Lessor and Lessee desire to amend the Agreement to permit Lessee to add, modify and/or replace equipment in order to be in compliance with any current or future federal, state or local mandated application, including but not limited to emergency 911 communication services; and

WHEREAS, Lessor and Lessee, in their mutual interest, wish to amend the Agreement as set forth below accordingly.

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lessor and Lessee agree as follows:

1. **Lease of Premises.** Lessor agrees to increase the size of the Premises leased to Lessee to accommodate Lessee's needs. Upon the execution of this Amendment, Lessor leases to Lessee the Premises as more completely described on attached Exhibit B-2. Lessor's execution of this Amendment will signify Lessor's approval of Exhibit B-2. Exhibit B-2 hereby amends Exhibit B-1 to the Agreement.

2. **Rent.** Commencing on the first day of the month following the date that Tenant commences construction of the modifications set forth in this Amendment, Rent shall be increased by [REDACTED] per month, subject to further adjustments as provided in the Agreement. Upon Tenant's vacation of additional space, Rent will revert to the original rate, subject to adjustments as provided in the Agreement, upon thirty (30) days' prior written notice to Landlord.

3. **Notices.** Section 11 of the Agreement is hereby deleted in its entirety and replaced with the following:

**NOTICES.** All notices, requests, demands and communications hereunder will be given by first class certified or registered mail, return receipt requested, or by a nationally recognized overnight courier, postage prepaid, to be

effective when properly sent and received, refused or returned undelivered. Notices will be addressed to the parties as follows:

If to LESSOR:	City of Mercer Island 9611 SE 36 <sup>th</sup> Street Mercer Island, WA 98040	If to LESSEE:	New Cingular Wireless PCS, LLC Attn: Network Real Estate Administration Re: Cell Site # SD81 Cell Site Name: Clise Park Fixed Asset #: 10098217 12555 Cingular Way, Suite 1300 Alpharetta, GA 30004
With a copy to:	Parks and Recreation Director City of Mercer Island 8236 SE 24 <sup>th</sup> Street Mercer Island, WA 98040	With copy to:	New Cingular Wireless PCS, LLC Attn: Legal Department Re: Cell Site # SD81 Cell Site Name: Clise Park Fixed Asset #: 10098217 P.O. Box 97061 Redmond, WA 98073-9761 16331 NE 72nd Way, RTC1 Redmond, WA 98052
		(U.S. Mail)	
		(overnight courier)	

The copy sent to the Legal Department is an administrative step which 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.

4. **Emergency 911 Service.** In the future, without the payment of additional rent and at a location mutually acceptable to Lessor and Lessee, Lessor agrees that Lessee may add, modify and/or replace equipment in order to be in compliance with any current or future federal, state or local mandated application, including but not limited to emergency 911 communication services.

5. **Memorandum of Lease.** Either party will, at any time upon fifteen (15) days prior written notice from the other, execute, acknowledge and deliver to the other a recordable Memorandum of Lease substantially in the form of the Attachment 1. Either party may record this memorandum at any time, in its absolute discretion.

6. **Other Terms and Conditions Remain.** In the event of any inconsistencies between the Agreement and this Amendment, the terms of this Amendment shall control. Except as expressly set forth in this Amendment, the Agreement otherwise is unmodified and remains in full force and effect. Each reference in the Agreement to itself shall be deemed also to refer to this Amendment.

7. **Capitalized Terms.** All capitalized terms used but not defined herein shall have the same meanings as defined in the Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be effective as of the last date written below.

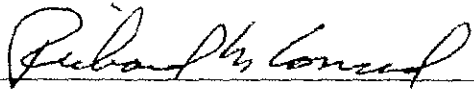
**LESSOR:**

City of Mercer Island,  
a Washington municipal corporation

**LESSEE:**

New Cingular Wireless PCS, LLC,  
a Delaware limited liability company

By: AT&T Mobility Corporation  
Its: Manager

By:  \_\_\_\_\_

Print Name: Richard M. Conrad

Its: City Manager

Date: 12-22-2011

By:  \_\_\_\_\_

Print Name: Roy J. Willy

Its: Sr. Project Manager

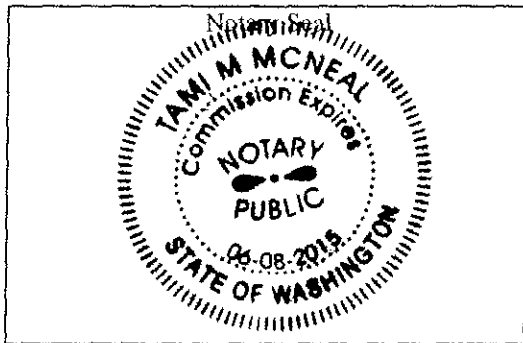
Date: 12-29-11

**FOR LESSOR SIGNATURES IN WASHINGTON STATE**

STATE OF WASHINGTON                    )  
  )     SS.  
COUNTY OF KING                    )

I certify that I know or have satisfactory evidence that Richard M. Conrad is the person who appeared before me, and said person acknowledged that said person signed this instrument, on oath stated that said person was authorized to execute the instrument and acknowledged it as the City Manager of the City of Mercer Island, a municipal corporation, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: 12/22/11



Tami M. McNeal  
(Signature of Notary)

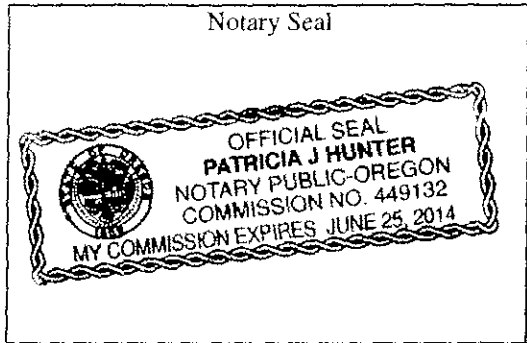
Tami M. McNeal  
(Legibly Print or Stamp Name of Notary)  
Notary Public in and for the State of Washington

My appointment expires: 6/8/15

**FOR LESSEE SIGNATURES IN OREGON STATE**

STATE OF OREGON                    )  
  )        SS.  
COUNTY OF DESCHUTES         )

This instrument was acknowledged before me on Dec 29<sup>th</sup>, 2011, by Roy J. Willy as Sr. Project Manager of AT&T Mobility Corporation.



*Patricia J. Hunter*  
(Signature of Notary)

Patricia J. Hunter  
(Legibly Print or Stamp Name of Notary)  
Notary Public in and for the State of Oregon

My Commission expires: 6/25/2014

**EXHIBIT B-2**

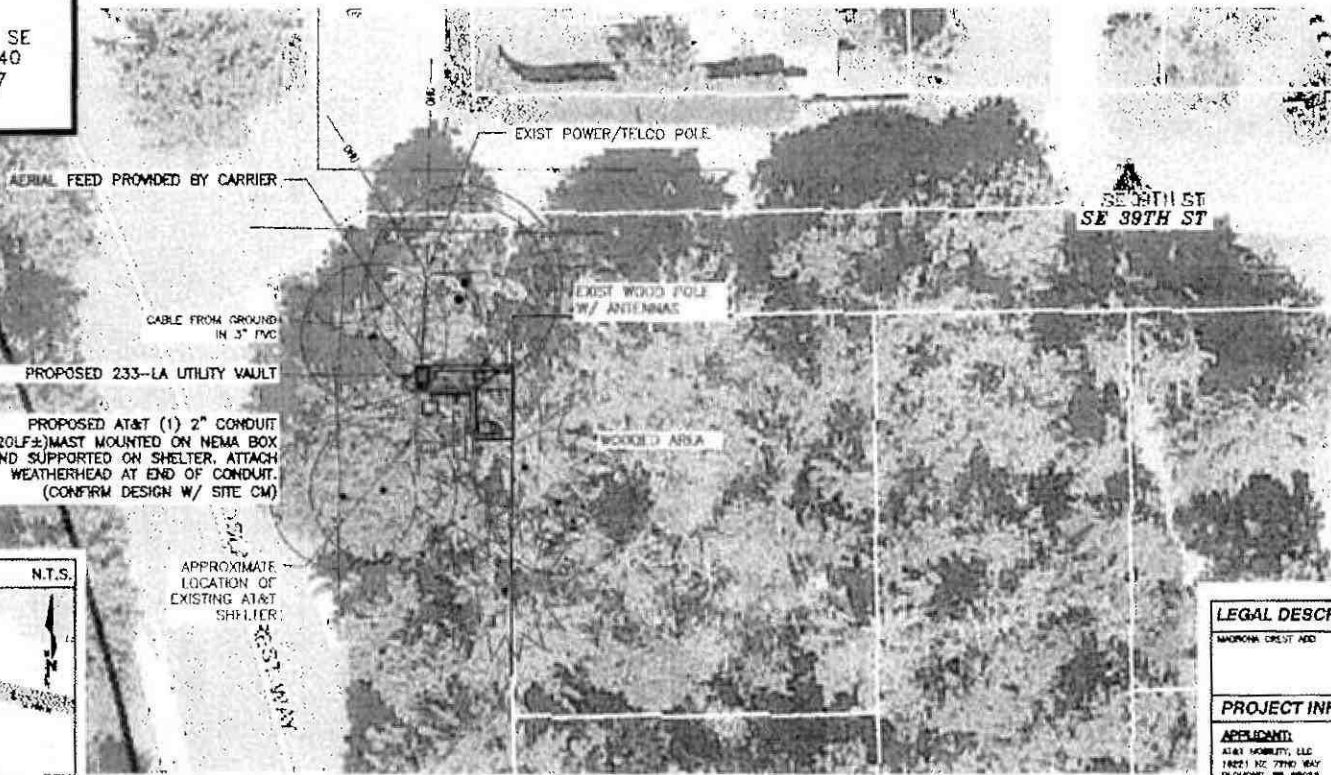
**DESCRIPTION OF PREMISES**

Page 1 of 2

to the First Amendment to Telecommunications Site Lease Agreement dated DECEMBER 29, 2011,  
by and between City of Mercer Island, as Lessor, and New Cingular Wireless PCS, LLC, as Lessee.

SEE ATTACHED DRAWINGS

**CLISE PARK**  
SE 39TH ST & 84TH AVE SE  
MERCER ISLAND, WA 98040  
FA #10098217



NOTE: THIS PLAN REPRESENTS PROPOSED WORK FOR THIS SITE. CONSTRUCTION, INCLUDING PROPOSED IMPROVEMENTS, MAY VARY BASED ON ACTUAL FIELD CONDITIONS AND REQUIREMENTS OF THE LEG. CHECK WITH SITE CM FOR LANDLORD'S CONSENT OF DRAWINGS AND CONDUIT ROUTES PRIOR TO START OF CONSTRUCTION.

**LEGAL DESCRIPTION**  
MORNING CREST ADD

**PROJECT INFORMATION**  
**APPLICANT:** AT&T MOBILITY, LLC  
18221 NE 79TH WAY  
REDMOND, WA 98052  
CONTACT: SANDRA SHANLI  
PH: (425) 753-2122

**LAND OWNER:** CITY OF MERCER ISLAND  
8511 SE 39TH ST  
MERCER ISLAND WA 98040

**PROJECT CONSULTANTS:** VELOCITEL, INC.  
8025 SW MILLIKEN COURT  
SUITE 311, SUITE 2112  
REDMOND, OR 97070  
OFFICE: 503-897-7131  
FAX: 503-897-1027

**TOWER OWNER:** N/A

**CODE INFORMATION:** CONDUIT CLASSIFICATION: R-B4  
BUILDING CODE: IRC 2009  
CONSTRUCTION TYPE: TELECOMMUNICATIONS  
JURISDICTION: MERCER ISLAND

**SITE LOCATION:** (BASED ON NAV 83)  
LATITUDE: 47° 34' 30.48"  
LONGITUDE: -122° 13' 56.74"

**PERMIT SPECIALIST:** JIM BARTA (503) 327-8448  
NOTE: PROPOSED TO INSTALL (1) 4" CONDUIT (C/D/P) HAVE INSULATED OR HEAT SHIELD AND SUPPORTED ON BRACKET AT EACH WEATHERHEAD AT END OF CONDUIT. (CONFIRM DESIGN W/ SITE CM)

**PROPRIETARY INFORMATION**  
THE INFORMATION CONTAINED IN THIS SET OF CONSTRUCTION DOCUMENTS IS PROPRIETARY TO AT&T MOBILITY. ANY USE OR DISCLOSURE OTHER THAN THAT WHICH RELATES TO AT&T MOBILITY IS STRICTLY PROHIBITED.

**APPROVAL/SIGN OFF OF CONSTRUCTION DRAWINGS**

CONTRACT GROUP	IGN DET	DATE	SIGNATURE	AT&T SIGN OFF	DATE	SIGNATURE
PROJECT MANAGER				COMPLIANCE		
SITE ACQUISITION				OPERATIONS		
LANDLORD'S REPRESENTATIVE				CONSTRUCTION		
CONSTRUCTION COORDINATOR						
OWNER						

DRAWERS SHALL CAREFULLY PLACE INITIALS ADJACENT TO EACH REDLINE NOTE AS DRAWINGS ARE BEING REVIEWED

**DRAWING INDEX**

DWG. NO.	DRAWING DESCRIPTION
T-1	TITLE SHEET AND OVERALL SITE PLAN
G-1	GENERAL NOTES
C-1	EXISTING CONDITIONS
C-2	CONDUIT ROUTE LAYOUT
C-3	SCHEMATIC & CONSTRUCTION DETAILS
C-4	233-LA UTILITY VAULT DETAIL

**velocitel**  
complete wireless solutions

4004 KRUSE WAY PL.  
BLOG 4004, SUITE #220  
LAKE OSWEGO, OR 97035  
503-636-2900 (MARN)  
503-636-2501 (FAX)

FA #: 10098217  
CLISE PARK  
SOUTHEAST 89TH STREET & 84TH  
AVENUE SE, SOUTHEAST  
MERCER ISLAND, WA 98040

**at&t**  
MOBILITY

AT&T MOBILITY CORP.  
1801 NE 28TH AVE  
REDMOND, WA 98002

NO.	DATE	REVISIONS	BY	CHK/APP'D
1	10/24/11	REV. SCHEMATIC, NOTES AND OVERALL SITE PLAN	KEB	HEB
2	10/18/11	ISSUED FOR PERMIT	HEB	JCC/JCC

**AT&T FIBER PROJECT**

**TITLE SHEET AND OVERALL SITE PLAN**

JOB #	DATE	REV
10098217	1-1	1

SCALE: AS SHOWN  
DESIGNED BY: DILL HL  
DRAWN BY: VT





**BENCHMARK**

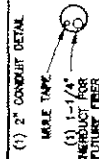
TOP OF BRASS DISK IN  
SIDEWALK, EAST SIDE OF  
ISLAND CREST WAY,  
APPROXIMATELY 100' SOUTH  
OF THE BUILDING PER  
CONJUGAL PLANS, INCLUDED IN  
TELECOMMUNICATIONS SITE  
LEASE AGREEMENT  
ELEVATION: 290.79

**NOTE**

BOUNDARY INFORMATION SHOWN  
HEREON WAS CALCULATED FROM A  
COMPARISON OF FOUND  
MONUMENTS AND RECORD DATA.  
THIS IS NOT A BOUNDARY  
SURVEY.

**TREE TABLE**

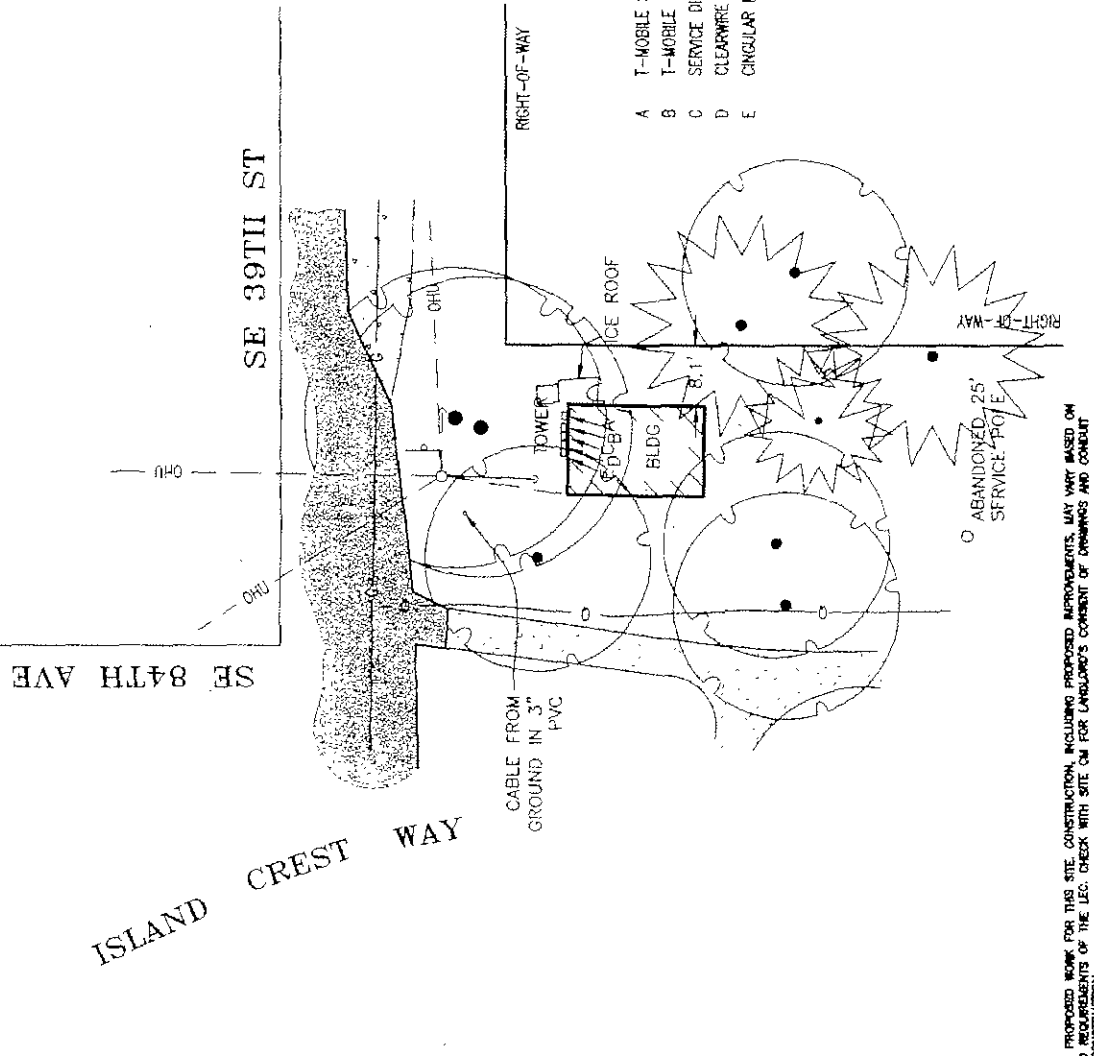
NO.	TRUNK SIZE	TYPE	Ø GRIP
139	7" 16" 16"	DECIDUOUS	40"
140	18"	DECIDUOUS	40"
141	40"	CONIFER	30"
142	24"	CONIFER	20"
143	32"	CONIFER	30"
149	16"	DECIDUOUS	30"
189	10"	DECIDUOUS	30"
190	20"	DECIDUOUS	30"
191	24"	DECIDUOUS	30"



(1) 2" CONDUIT DETAIL  
WIRE TAP  
1-1/4" CONDUIT  
INSTALL THIS DETAIL ON ALL CONDUIT RUNS

**LEGEND**

- G- GASLINE
- OHU- OVERHEAD UTILITIES
- O- UNDERGROUND OIL
- S- SIGN
- ☉ TREE NUMBER, SEE TABLE
- CONCRETE
- GRAVEL
- ASPHALT



CONDUIT ROUTE LAYOUT

NO.	DATE	BY	CHKD BY	DATE	BY	CHKD BY	DATE	BY	CHKD BY	DATE
1	10/27/11									
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50	10/27/11									

AT&T FIBER PROJECT

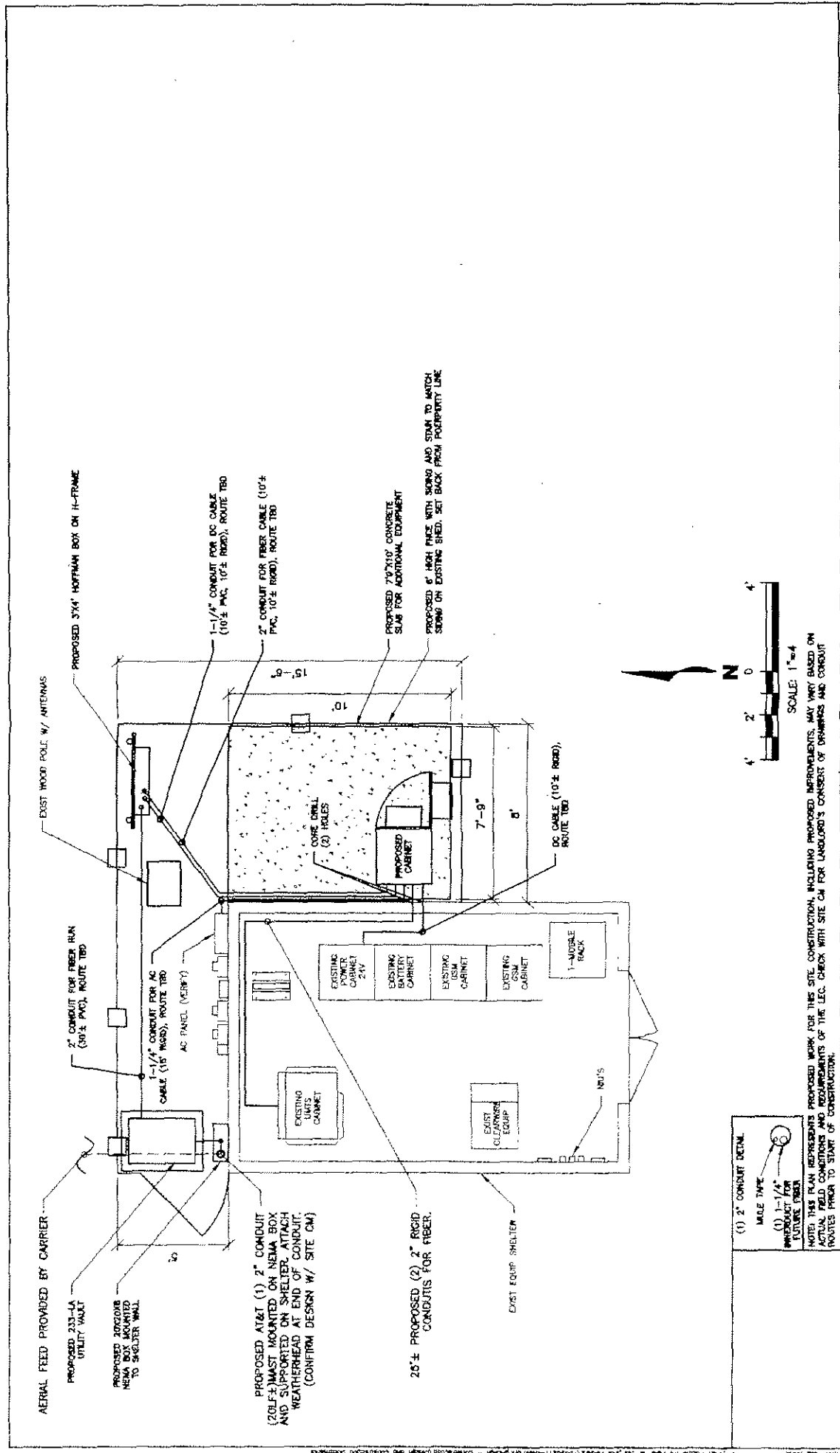
FA #: 10098217  
CLUSE PARK  
SOUTHHEAT 8TH STREET & 84TH  
AVENUE, SOUTH SEAST  
MERCEER COUNTY, VA 24604



4004 KRUSE WAY PL  
BLOG 4004, SUITE #220  
LAKE OSWEGO, OR 97035  
800-836-2800 (MAIN)  
503-636-2501 (FAX)

**velocitel**  
COMPLETE WIRELESS SOLUTIONS

IT IS THE POLICY OF VELOCITEL TO PROVIDE THE BEST SERVICE TO OUR CUSTOMERS. WE ARE COMMITTED TO EXCELLENCE IN EVERYTHING WE DO. WE ARE PLEDGED TO THE HIGHEST STANDARDS OF INTEGRITY AND ETHICAL BEHAVIOR. WE ARE DEDICATED TO THE SUCCESS OF OUR CUSTOMERS AND TO THE WELL-BEING OF OUR EMPLOYEES. WE ARE COMMITTED TO THE PROTECTION OF THE ENVIRONMENT AND TO THE WELFARE OF THE COMMUNITY.



<p>AT&amp;T FIBER PROJECT</p> <p>DATE: 12/15/11          DRAWN BY: J. W. WILSON          CHECKED BY: M. W. WILSON          SCALE: AS SHOWN</p>		<p>CONDUIT ROUTE LAYOUT</p> <p>JOB # 10098217</p> <p>DATE 12/15/11</p>
<p>FA # 10098217</p> <p>CLISE PARK</p> <p>SOUTHEAST 30TH STREET &amp; 84TH AVENUE SOUTHEAST</p> <p>MICROTOWER ISLAND, WA 98040</p>		<p>AT&amp;T MOBILITY</p> <p>AT&amp;T MOBILITY CORP.          1800 HE 33RD WAY          FORT WORTH, TX 76102</p>
<p>4004 KRUSE WAY FL. BLDG 4004, SUITE #220          LAKE OSMEGO, OR 97035          503-436-2500 (PHONE)          503-436-2501 (FAX)</p>		<p>CONDUIT ROUTE LAYOUT</p> <p>DATE 12/15/11</p> <p>BY J. W. WILSON</p> <p>SCALE 1"=4'</p>

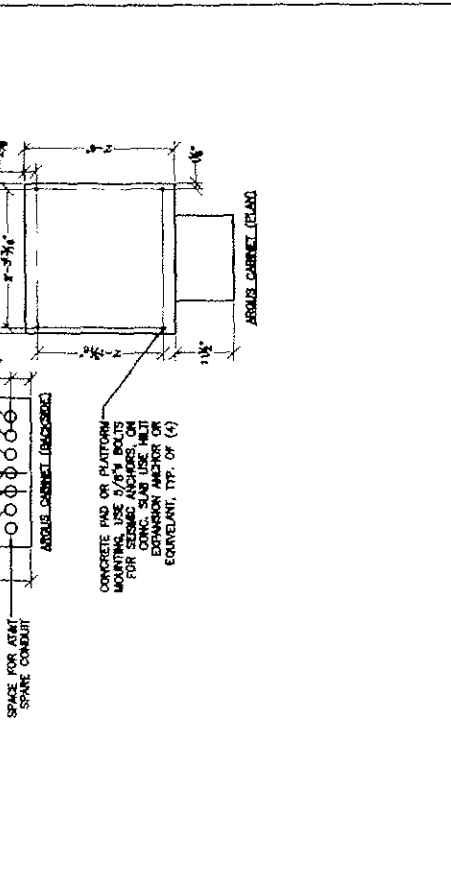
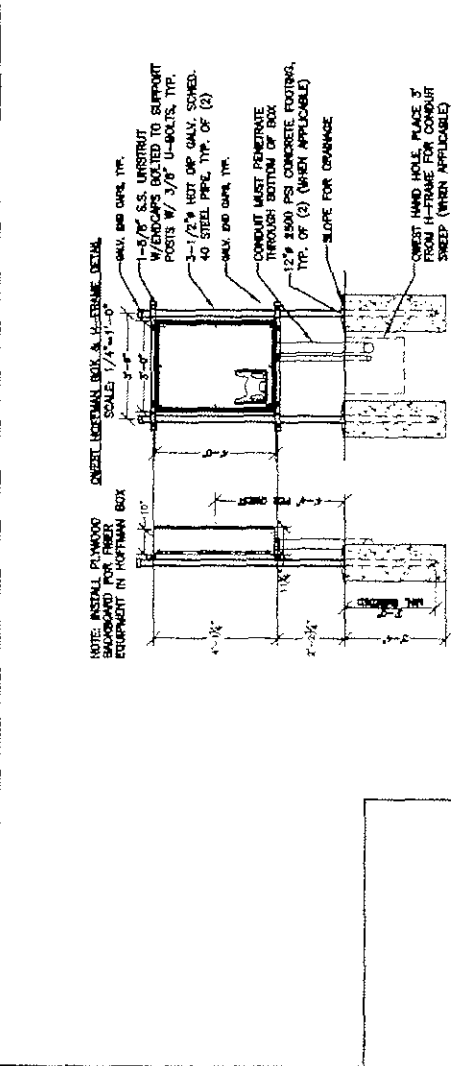
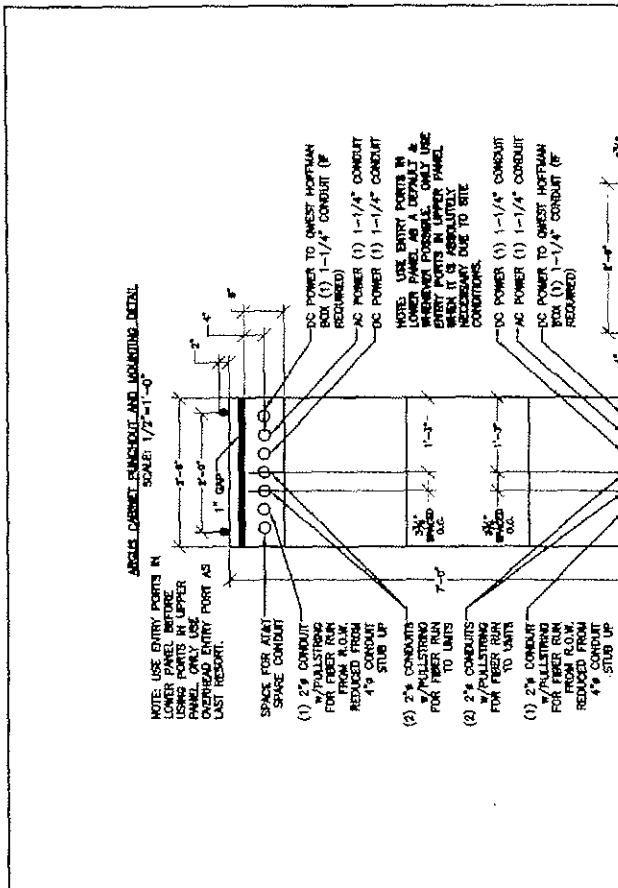
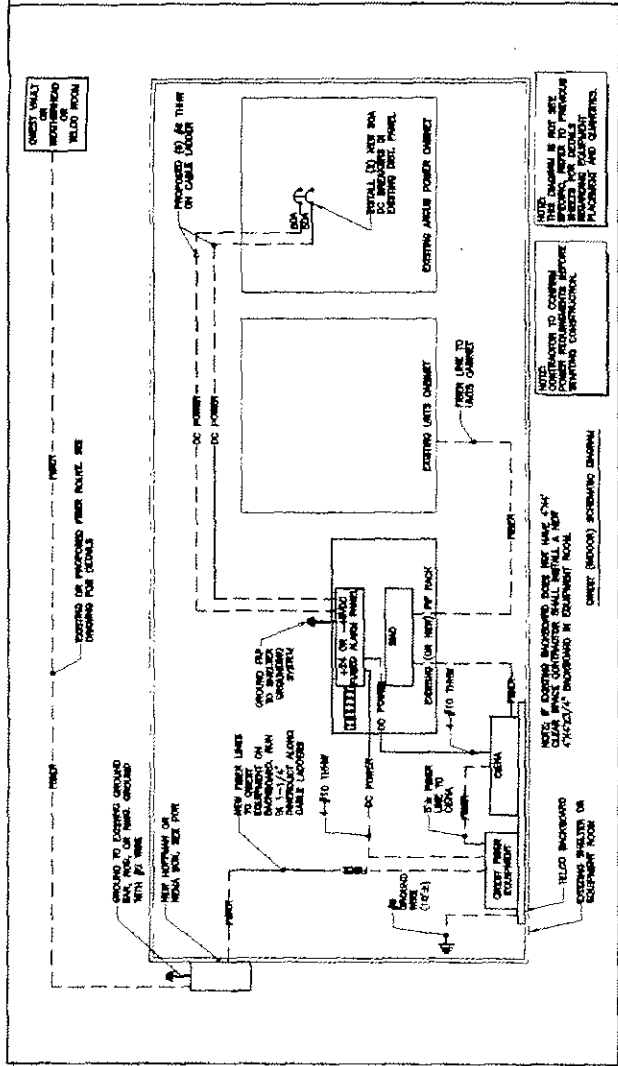
(1) 2" CONDUIT DETAIL

SCALE: 1"=4'

NOTE: THIS PLAN REPRESENTS PROPOSED WORK FOR THIS SITE CONSTRUCTION, INCLUDING PROPOSED IMPROVEMENTS, MAY VARY BASED ON THE LATEST CONSTRUCTION PERMITS OF THE DEC. CHECK WITH SITE CALL LOGGERS' CORP. OF DIMENSIONS AND CONDUIT ROUTES PRIOR TO START OF CONSTRUCTION.

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 complete wireless solutions

4004 KRUSE WAY FL.  
 BLDG 4004, SUITE #220  
 LAKE OSMEGO, OR 97035  
 503-436-2500 (PHONE)  
 503-436-2501 (FAX)



**4004 KRUSE WAY PL.**  
 BLDG 4004, SUITE #220  
 LAKE OSWEGO, OR 97036  
 503-638-2500 (MAIN)  
 503-638-2501 (FAX)

**FA # 10098217**  
**CLUSE PARK**  
 SOUTHWEST 30TH STREET & 84TH  
 AVENUE SOUTHWEST  
 MEYER ISLAND, WA 98040

Complete wireless solutions

AT&T MOBILITY COMPANY  
 10000000000  
 PUNJAB, WA 98040

**SCHMATIC & CONSTRUCTION DETAILS**

**AT&T FIBER PROJECT**

DATE: 08/12/11  
 DRAWN BY: J. H. HARRIS  
 CHECKED BY: J. H. HARRIS  
 PROJECT NO: 10098217

SCALE: 1/4" = 1'-0"



## TELECOMMUNICATIONS SITE LEASE AGREEMENT

THIS TELECOMMUNICATIONS SITE LEASE AGREEMENT ("Agreement") is entered into this 23<sup>rd</sup> day of April 2004, between the City of Mercer Island, a Washington municipal corporation ("Lessor"), and Pacific Bell Wireless Northwest, LLC, a Delaware limited liability company, dba Cingular Wireless ("Lessee").

1. Leased Premises. Subject to the following terms and conditions, Lessor leases to Lessee one of the following described premises:

Clise Park Premises: (a) No more than two hundred fifty five (255) square feet of underground space for Lessee's exclusive use as necessary for an underground vault and cable runs described in Section 3; (b) No more than ten (10) square feet of ground space plus air space above for Lessee's exclusive use as necessary for a 110 foot laminate pole, the antenna facilities described in Section 3, and mounting hardware; and (c) Additional ground space for Lessee's non-exclusive use for landscaping as required by Lessor's Department of Development Services, on the real property commonly known as Clise Park, between SE 39<sup>th</sup> Street and SE 40<sup>th</sup> Street, Mercer Island, Washington ("Clise Park Premises" or "Property"). Lessee's use of the Property shall be limited to that portion of the Property, legally described in attached Exhibit "A" and as further depicted in attached Exhibit "B", together with an access and utility easement in form and content acceptable to Lessor (collectively referred to as the "Premises"); or

Intersection Premises: (a) No more than two hundred fifty five (255) square feet of ground space, air above such ground space and underground space for Lessee's exclusive use as necessary for a 110 foot wood laminate pole, the antenna facilities, mounting hardware, above ground brick equipment cabinet building and underground cable runs as more particularly described in Section 3; and (b) Additional ground space for Lessee's non-exclusive use for landscaping as required by Lessor's Department of Development Services, on the real property commonly known as those portions of the 84<sup>th</sup> Ave SE and 39<sup>th</sup> Street SE rights of way south of the asphalt portion of SE 39<sup>th</sup> Street and east of the asphalt portion of Island Crest Way, Mercer Island, Washington ("Intersection Premises" or "Property"). Lessee's use of the Property shall be limited to that portion of the Property, legally described in attached Exhibit "A" and as further depicted in attached Exhibit "B", together with an access and utility easement in form and content acceptable to Lessor (collectively referred to as the "Premises").

Lessee agrees to select the Intersection Premises unless a legal challenge is commenced against such location during the applicable statute of limitations time period. In the event of such a legal challenge, Lessee may locate its facilities in the Clise Park Premises. "Legal challenge" means any administrative or judicial appeal or action affecting the timing or cost of installing, operating or maintaining Cingular's Antenna Facilities.

2. Lease Term. The term of this Agreement shall be five (5) years commencing with the date Lessee commences construction of its mobile/wireless communications facilities on the Premises ("Commencement Date") and terminating on the fifth anniversary

of the Commencement Date ("Term") unless otherwise terminated as provided in Paragraph 7. At its option, the Lessee may renew the Agreement for three (3) five (5) year periods ("Renewal Terms"), provided all terms of this Agreement are fully satisfied. Lessee shall notify the Lessor in writing of its desire to renew the Agreement one (1) year prior to the expiration date of the Term. If Lessee desires to exercise its right to renew this Agreement beyond the first Renewal Term, Lessee must provide written notice to Lessor not less than one hundred and twenty (120) days before the expiration date of the prior Renewal Term.

3. Permitted Use – Antenna Facilities.

(a) The Premises may be used by Lessee solely for the permitted purposes, of installing, operating and maintaining no more than three (3) antennas mounted on a 110' tall wood laminate pole. Each antenna measures 56" high x 8" wide x 2.75" deep. In the Clise Park Premises, a buried electronic equipment cabinet approximately 8'x 14' is permitted as more particularly described in Exhibit "B". In the Intersection Site, an above ground brick equipment cabinet building measuring approximately 12' x 18' is permitted as more particularly described in Exhibit B-1 and following administrative design review and approval of the above ground structure and building materials by the Development Services Department. Lessee shall submit a landscaping plan to the City's Development Services Group for review and approval providing for landscaping to screen the equipment cabinet building to the maximum extent possible from Island Crest Way, 84<sup>th</sup> Avenue SE and SE 39<sup>th</sup> Street (collectively "Antenna Facilities"). Lessee shall not add to, alter or modify the Antenna Facilities without the prior review and approval of the Lessor, which approval will not be unreasonably withheld. Lessee's use of the Premises shall be nonexclusive and the Lessor reserves the right to use the Premises, for all lawful purposes

(b) The installation and operation of the Antenna Facilities shall be subject to all restrictions and conditions of the Mercer Island Land Use Code and Lessee is responsible for obtaining all necessary permits and approvals and paying all associated fees prior to commencing construction of the Antenna Facilities. The Antenna Facilities shall remain the exclusive property of Lessee and are not deemed fixtures.

(c) Lessee shall remove the Antenna Facilities, at Lessee's sole cost, on or before expiration of the Term or Renewal Terms. Within 90 days following the cancellation or termination of this Agreement prior to the expiration of the Term or Renewal Term, Lessee shall, remove all of Lessee's equipment and the Antenna Facilities and shall surrender the Premises to Lessor in the same or better condition as existed at the Commencement Date of this Agreement, less ordinary wear and tear and other casualty beyond the control of Lessee.

(d) Lessee shall pay any additional utilities charges due to Lessee's use at the rate charged by the servicing utility company. Lessee shall have the right to install utilities after obtaining all necessary permits and approvals, at Lessee's expense, and to improve the present utilities on the Premises. Lessee shall obtain Lessor's prior consent, which shall not be unreasonably withheld, conditioned or delayed, before installing new utilities or improving the current utilities on the Property. In the event of an emergency or power outage, Lessee has the right to use a standby power generator on the Property until primary power is restored.

(e) Access for construction, routine maintenance and repair and other non-emergency visits shall only be during business hours (defined as Monday through Friday, 7:00 am to 7:00 p.m.). In the event of an emergency, Lessee may access the Premises twenty-four (24) hours per day, seven (7) days per week. Access shall be by foot for repair and maintenance unless City authorizes access by motor vehicle in writing; provided that during construction or in the case of emergency, Lessee may access the Premises by motor vehicle.

4. Rent.

(a) Within 30 days of the Commencement Date and on the first day of each month thereafter, Lessee shall pay to Lessor as rent [REDACTED] per month ("Rent"). Rent for any fractional month at the beginning or at the end of the Term or Renewal Term shall be prorated. Rent shall be payable to Lessor at 9611 SE 36th street, Mercer Island, WA 98040-3732, Attention: City Manager.

(b) Renewal Term. The Rent shall be increased at the commencement of each Renewal Term by [REDACTED] over the Rent in effect for the previous Term or Renewal Term.

(c) Additional Consideration. As additional consideration for this Agreement, within thirty (30) days after the Commencement Date, Lessee shall reimburse Lessor for all of Lessor's costs and expenses to negotiate and execute this Agreement, including attorney's and consultants' fees and the time expended by the City staff and City Attorney's Office. The parties stipulate that [REDACTED] shall be paid by Lessee to Lessor in full compensation for its costs and expenses incurred in negotiating this Agreement and Lessee agrees that no further documentation shall be required from Lessor to substantiate such costs and expenses.

5. Site Acceptance. Lessee will be deemed to have accepted the Premises at the time Lessee commences installation of the Antenna Facilities pursuant to this Agreement. Conducting feasibility and cost assessment and other inspections on the Premises or Property is not deemed to be acceptance.

Acceptance of the Premises by Lessee is conclusive evidence that Lessee accepts the Premises as suitable for the purpose for which it is licensed, accepts the Premises and any structure on the Premises "AS IS", and with all faults, and waives all claims against Lessor in respect of defects in the Premises or the Property and its structures and appurtenances, and their suitability for any permitted purpose.

Lessee shall have the right, after reasonable notice to Lessor, following full execution of this Agreement, to enter upon the Premises for the purpose of conducting appropriate engineering tests, other reasonably necessary tests and after obtained all necessary permits and paying all associated fees, constructing the Antenna Facilities.

6. Non-Interference. Lessee shall not use the Premises in any way that materially interferes with the use of the Property by Lessor, or lessees or licensees of Lessor, with installations that predate the Antenna Facilities. With respect to lessees or licensees whose operations commence after installation of the Antenna Facilities, Lessee shall not make any change in its operations that causes or is intended to cause material interference with such lessees or licensees. All operations of Lessee shall be in compliance with all Federal Communications Commission ("FCC") requirements and other applicable laws and regulations.

Lessor shall have the right to permit co-location of other telecommunications equipment on the Property and Lessee consents to the same. In the event that any collocation results in interference with Lessee's operations, and provided that Lessee's actions have not contributed to such interference, Lessor agrees to take reasonable steps to encourage the interfering party to eliminate such interference. In the event that the interference is not eliminated within thirty (30) days of notice to Lessor by Lessee, Lessee may terminate this Agreement upon thirty (30) days prior written notice to Lessor.

For the purposes of this provision, "Interference" may include, but is not limited to, any other use on the Lessor's property that causes material electronic, physical obstruction or interference with, or degradation of, the Lessee's communications uses and/or wireless signals. Any level of discernible or measurable signal degradation or other interference is deemed as material in nature and will fall within this section.

7. Termination. This Agreement may be terminated, without any penalty or further liability, on sixty (60) days written notice as follows:

(a) By either party on default of any covenant or term hereof by the other party, which default is not cured within sixty (60) days following receipt of notice of default.

(b) By Lessee if any certificate, permit, license or approval affecting Lessee's ability to use the Premises in the manner originally intended by Lessee is rejected through no fault of Lessee and after Lessee has used reasonable efforts to maintain such approvals, or if any previously issued certificate, permit, license or approval is cancelled, expires, lapses, or is otherwise withdrawn or terminated by the applicable governmental agency through no fault of Lessee and after Lessee has used reasonable efforts to maintain such approvals.

(c) By Lessee if the Premises are or become unacceptable to Lessee under Lessee's design or engineering specification for its Antenna Facilities or for the communications system to which the Antenna Facilities belong or if Lessee elects to terminate this Agreement pursuant to Paragraph 6 due to interference.

(d) By Lessor, for reasons involving public health, safety, or welfare. In addition, if the public's health, safety or welfare is endangered by the operations of the Antenna Facilities and Lessee fails to discontinue its operations as soon as is reasonably possible after receipt of notice thereof, and thereafter Lessee is unable to cure the conditions causing the endangerment as soon as practicable but no longer than thirty (30) days after receipt of such notice, Lessor may immediately terminate this Agreement.



(e) Immediately, in the event of an emergency, as determined by Lessor in its reasonable discretion.

(f) By Lessor, if Lessee fails to comply with all applicable federal, state and local laws, including, without limitation, all governmental codes, ordinances, resolutions, standards and policies as now existing or hereafter adopted or amended, including, without limitation, all requirements of the FCC and the Federal Aviation Administration (FAA).

(g) By either party pursuant to Paragraph 16, "Relocation", of this Agreement.

(h) This Lease may also be terminated by Lessee without further liability on thirty (30) days prior written notice if Lessee determines that the Premises are not appropriate for its operations for economic or environmental reasons.

In the event of any termination under this Paragraph, Lessor may recover all monies due as of the date of termination including rent, and the party which is not in default may recover damages, attorneys' fees and collections costs incurred as a result of such termination. In addition Lessee shall, at its sole expense, return the Premises to the same or better condition than existed on the Commencement Date (normal wear and tear, and causality beyond Lessee's control, excepted), and shall remove the Antenna Facilities.

8. Taxes. Lessee shall pay all personal property taxes, other taxes and assessments, if any, assessed on, or any portion of, the Antenna Facilities or Lessee's use of the Premises. Lessor shall pay, when due, all real property taxes and all other fees and assessments attributable to the Premises. However, Lessee shall reimburse Lessor, as additional Rent, any increase in real property taxes levied against the Premises (excluding any additional taxes that relate to the period prior to the Commencement Date, i.e., roll-back taxes) which is directly attributable to Lessee's use of the Premises, and Lessor agrees to furnish proof, from the taxing authority, of such increase to Lessee.

9. Insurance and Subrogation. Lessee shall maintain throughout the Term and any Renewal Term of this Agreement, a policy of liability insurance covering the Lessee, which shall name the Lessor as an additional insured, in amounts of no less than the following, in such form acceptable to Lessor and with such carriers having a rating acceptable to Lessor, and with deductibles as are ordinary and reasonable in keeping with industry standards:

(a) Comprehensive General Liability. Combined single limit of not less than Two Million Dollars (\$2,000,000.) per occurrence and Three Million Dollars (\$3,000,000) in the annual aggregate.

(b) Comprehensive Automobile Liability: Combined single limit of not less than Two Million Dollars (\$2,000,000) per occurrence and Three Million Dollars (\$3,000,000) in the annual aggregate.

(c) Lessor may review the limits for the insurance policies required by this Agreement at the beginning of any Renewal Term. Policy limits shall be adjusted to proper and reasonable limits as circumstances warrant, as reasonably determined by Lessor, but in no event shall such policy limits be reduced below those stated above.

Lessor shall maintain liability insurance coverage through the Washington Cities Insurance Authority risk pool.

10. Indemnity and Hold Harmless.

(a) Disclaimer of Liability. Lessor shall not, at any time, be liable for injury or damage occurring to any person or property from any cause whatsoever arising out of Lessee's construction, installation, maintenance, repair, use, operation, condition or dismantling of the Premises or the Antenna Facilities and Lessee expressly assumes all such risk.

(b) Lessee agrees to indemnify and hold Lessor and Lessor's officers, employees, agents, Council members, contractors, commissioners and invitees harmless from any and all liability, damages or claims, (including without limitation, reasonable fees and expenses of attorneys, expert witnesses and consultants), arising or alleged to arise from any act or omission of Lessee, its employees, agents, contractors, or subcontractors or which may be in any way connected with the construction, installation, use, maintenance, repair or removal of the Antenna Facilities or use of the Premises, except to the extent attributable to the sole negligent acts or omissions of Lessor, its employees, agents or independent contractors.

(c) Lessor agrees to indemnify and hold Lessee harmless from any and all claims for physical injury, loss, damage or liability, costs or expenses arising from the sole negligence of Lessor or its employees or agents related to the Antenna Facilities or use of the Premises.

(d) The obligations described in this Paragraph shall survive the expiration or termination of this Agreement.

11. Notices. All notices, requests, demands and other communications hereunder shall be in writing and shall be deemed given if personally delivered or mailed, certified mail, return receipt requested, or sent by overnight carrier to the following addresses, or such other address as a party may from time to time advise in writing:

If to Lessor, to:

City of Mercer Island  
9611 SE 36th Street  
Mercer Island, Washington 98040

With a copy to:

Parks and Recreation Director  
City of Mercer Island  
8236 SE 24<sup>th</sup> Street  
Mercer Island, WA 98040

If to Lessee, to;

Lessee:

Cingular Wireless Lease Administration  
6100 Atlantic Boulevard  
1<sup>st</sup> Floor  
Mail Code: GAN02  
Norcross, GA 30071

with a copy to:

Counsel - West Region  
Cingular Wireless  
3345 Michelson Drive, Suite 100  
Irvine, CA 92612

and with a copy to:

Cingular Wireless  
2445 – 140<sup>th</sup> Avenue NE,  
Suite 202  
Bellevue, WA 98005  
Attn: Property Manager

12. Quiet Enjoyment, Title and Authority. Lessor represents and warrants to Lessee that:

- (a) Lessor has full right, power, and authority to execute this Agreement;
- (b) Lessor has good and marketable title to the Premises free and clear of any liens or mortgages except those matters which are of public record as of the Commencement Date.

13. Environmental Laws. Lessee represents, warrants and agrees that its use of the Premises and the Property shall be in compliance with all environmental laws, including those described in Exhibit "C" ("Environmental Laws"). "Hazardous Substances" means asbestos or any hazardous substance, waste or material as defined in any federal, state or local environmental or safety law or regulation including, but not limited to, CERCLA.

Lessor represents that it has no actual knowledge of Hazardous Substance on the Property. Lessee shall not introduce or use any such substance on the Property in violation of any applicable laws.

Lessor shall be responsible for, and shall promptly conduct, any investigation and remediation as required by any Environmental Laws or common law, of all spills or other releases of Hazardous Substance, not caused by Lessee, that have occurred or which may occur on the Property and which were caused by Lessor.

Lessee agrees to defend, indemnify and hold Lessor harmless from and against any and all claims, causes of action, demands and liabilities including, but not limited to, damages, costs, expenses, assessments, penalties, fines, losses, judgments and attorneys' fees that Lessor may suffer due to the existence or discovery of any Hazardous Substance on the Property or the migration of any Hazardous Substance to other properties or released into the environment, that are caused by or result from Lessee's activities on the Property.

Lessor agrees to defend, indemnify and hold Lessee harmless from and against any and all claims, causes of action, demands and liability including, but not limited to, damages, costs, expenses, assessments, penalties, fines, losses, judgments and attorneys' fees that Lessee may suffer due to the existence or discovery of any Hazardous Substance on the

Property or the migration of any Hazardous Substance to other properties or released into the environment, that are caused by or result from Lessor's activities on the Property.

The indemnifications in this section specifically include costs incurred in connection with any investigation of Premises conditions or any cleanup, remedial, removal or restoration work required by any governmental authority.

The provisions of this Paragraph will survive the expiration or termination of this Agreement.

14. Assignment and Subleasing. Lessee may not assign, or otherwise transfer all or any part of its interest in this Agreement or in the Premises without the prior written consent of Lessor; provided, however, that Lessee may assign its interest to its parent company, any subsidiary or affiliate of it or its parent company or to any successor-in-interest or entity acquiring [REDACTED] or more of its stock or assets, subject to any financing entity's interest, if any, in this Agreement as set forth in Paragraph 20 below, subject to the assignee assuming all of Lessee's obligations herein. Lessor may assign this Agreement upon written notice to Lessee, subject to the assignee assuming all of Lessor's obligations herein. Notwithstanding anything to the contrary contained in this Agreement, Lessee may assign, mortgage, pledge, hypothecate or otherwise transfer without consent its interest in this Agreement to any financing entity, or agent on behalf of any financing entity to whom Lessee (i) has obligations for borrowed money or in respect of guaranties thereof, (ii) has obligations evidenced by bonds, debentures, notes or similar instruments, or (iii) has obligations under or with respect to letters of credit, bankers acceptances and similar facilities or in respect of guaranties thereof.

15. Successors and Assigns. This Agreement shall run with the Property and shall be binding on and inure to the benefit of the parties, and, subject to Paragraph 14, their respective permitted successors, personal representatives and assigns.

16. Relocation. In the event Lessor desires to redevelop, modify, remodel or in any way alter the Property and/or any improvements located thereon ("Redevelopment"), Lessor shall in good faith use its best efforts to fully accommodate Lessee's use of the Premises. Should any proposed Redevelopment necessitate the relocation of the Antenna Facilities, Lessee and Lessor shall use best efforts to find a mutually acceptable alternate location for the Antenna Facilities. Lessee shall relocate or make the necessary alterations, at Lessee's sole cost, expense and risk; provided, however that Lessor has provided Lessee with no less than one hundred twenty (120) days prior written notice of Lessor's proposed Redevelopment. In the event that Lessee and Lessor cannot agree on an alternative location for the Antenna Facilities on the Property using best efforts, either party may terminate this Lease, the effective termination date being ninety (90) days after Lessee's receipt of Lessor's notice of the proposed Redevelopment and such termination shall be Lessee's sole remedy. If the parties agree on an acceptable alternate location for the Antenna Facilities, Lessor and Lessee agree to use their best efforts to amend this Agreement to document the new, alternate Antenna Facilities location, and from and after the date Lessee begins installation of its Antenna Facilities at such new location, such new location shall be deemed the Premises (or part thereof, as applicable) herein.

17. Restoration. In the event that Lessee causes damage of any kind during the course of installing, operating or maintaining Antenna Facilities, including damage to the Property caused by ingress, egress, cutting, boring, jack hammering, excavation or other work, and including latent damage not immediately apparent at the time of the work, Lessee shall repair the damage and restore the Property at its sole cost and expense, without delay or interruption and within the reasonable time period prescribed by Lessor. Restoration of the Property shall be to a condition that is equivalent to or better than the condition of the Property prior to commencing the installation, operation or maintenance of the Antenna Facilities and to a condition reasonably satisfactory to Lessor. Whenever part of a square or slab or existing concrete sidewalk or driveway is cut or damaged by Lessee, the entire square or slab shall be removed and replaced. All materials and compacting shall be in accordance with the "Standards and Specifications for Road, Bridge, and Municipal Construction," as amended.

18. Maintenance.

(a) Lessee shall, at its own expense, maintain the Premises and Antenna Facilities on or attached to the Premises in a safe condition, in good repair and in a manner suitable to Lessor subject to *force majeure* or unless affected by destruction which is not the result of Lessee's activities or operations. Additionally, Lessee shall keep the Premises free of debris and anything of a dangerous, noxious or offensive nature or which would create a hazard or undue vibration, heat, noise or any interference with Lessee services. Lessee shall have sole responsibility for the maintenance, repair, and security of its Antenna Facilities and leasehold improvements. Any tree pruning or cutting that is required for installation and/or maintenance of the Premises and Antenna Facilities shall require the Lessee to obtain a Tree Trimming/Cutting Permit from the Lessor. All tree work shall be done at the direction of the City Arborist to insure that best management practices are followed.

(b) Lessee shall not be required to make any repairs to the Premises or Property (except as otherwise set forth herein) unless such repairs shall be necessitated by reason of the act, default or neglect of Lessee, its agents, employees, contractors, or invitees. Lessee is required to make all necessary repairs to the Antenna Facilities.

19. Compliance with Laws. Lessee's use of the Premises is subject to its obtaining all certificates, permits, zoning, and other approvals that may be required by any federal, state or local authority. Lessee shall erect, maintain and operate its Antenna Facilities in accordance with applicable Premises standards, statutes, ordinances, rules and regulations now or hereinafter in effect as may be issued by the Federal Communications Commission, the City of Mercer Island or any other federal, state or other governing bodies. Lessee specifically waives any right to claim that any aspect of this Agreement is contrary to any provision of any local, state or federal law (including the Telecommunications Act of 1996, ESSB 6676 or Titles 35 and 35A of the Revised Code of Washington) in effect as of the date of this Agreement.

20. Waiver of Lessor's Lien. Lessor waives any lien rights it may have concerning the Lessee Facilities which are deemed Lessee's personal property and not fixtures, and Lessee has the right to remove the same at any time without Lessor's consent.

21. Miscellaneous.

(a) Any claim, controversy, or dispute arising out of this Agreement shall be submitted to binding arbitration in accordance with the applicable rules of the American Arbitration Association. Any award entered by the arbitrator may be entered in any court having jurisdiction thereof. The arbitration shall be conducted in King County.

(b) Each party agrees to furnish to the other, within twenty (20) business days after request, such truthful estoppel information as the other may reasonably request.

(c) This Agreement constitutes the entire agreement and understanding of the parties, and supersedes all offers, negotiations and other agreements. There are no representations or understandings of any kind not set forth herein. Any amendments to this Agreement must be in writing and executed by both parties.

(d) If either party is represented by a real estate broker in this transaction, that party shall be fully responsible for any fee due such broker, and shall hold the other party harmless from any claims for commission by such broker.

(e) Each party agrees to cooperate with the other in executing any documents necessary to protect its rights or use of the Premises, including but not limited to, a Memorandum of Lease, easement agreements, and attornment to and non-disturbance agreement from any existing or future mortgagee or ground lessor, assuring that Lessee may remain in possession of the Premises without reduction in its rights under this Agreement should Lessor default under said mortgage or ground lease. Such documents shall be commercially reasonable in content and in form suitable for recordation. Each party may record a Memorandum of Agreement in place of this Agreement.

(f) This Agreement shall be construed in accordance with the laws of King County and the State of Washington.

(g) If any term of this Agreement is found to be void or invalid, such invalidity shall not affect the remaining terms of this Agreement, which shall continue in full force and effect.

(h) The parties agree that the terms and conditions of this Agreement are privileged information, and that such information will be treated in full confidence and will not be revealed to other persons, firms or organizations, except as otherwise required pursuant to the Washington State Public Disclosure Act, Chapter 42.17 Revised Code of Washington and any other applicable law, discovery request or court order.


(i) In any case where the approval or consent of one party hereto is required, requested or otherwise to be given under this Agreement, such party shall not unreasonably delay or withhold its approval or consent.

(j) If the Premises or the Antenna Facilities are damaged, destroyed, condemned or transferred in lieu of condemnation, Lessee may elect to terminate this Agreement as of the date of the damage, destruction, condemnation or transfer in lieu of condemnation by giving notice to Lessor no more than forty-five (45) days following the date of such damage, destruction, condemnation or transfer in lieu of condemnation. If Lessee chooses not to terminate this Agreement, Rent shall be reduced or abated in proportion to the actual reduction or abatement of use of the Premises.

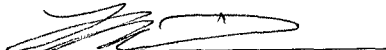
The Execution Date of this Lease is the date first written above.

LESSOR:

CITY OF MERCER ISLAND, a municipal corporation.


  
By: Richard M. Conrad, City Manager

Approved as to form:

  
By: Londi K. Lindell, City Attorney

LESSEE:

Pacific Bell Wireless Northwest, LLC,  
a Delaware limited liability company,  
dba Cingular Wireless

  
By: E. Don MacLeod  
Its: Director Network Operations

STATE OF WASHINGTON )  
 ) ss:  
COUNTY OF KING )

On this 23<sup>rd</sup> day of April 2004, before me personally appeared Richard M. Conrad, known to me to be the City Manager of the City of Mercer Island, a Washington municipal corporation that executed the within and 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 stated that he was authorized to execute said instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

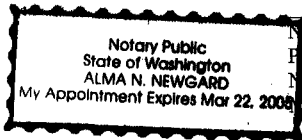


Eileen Robinson  
Notary Signature  
Printed Name: Eileen Robinson  
NOTARY PUBLIC in and for the State of Washington  
My commission expires: 1-29-08

STATE OF WASHINGTON )  
 ) ss:  
COUNTY OF KING )

On this 24 day of April 2004, before me personally appeared E. Don MacLeod, the Director Network Operations of Cingular Wireless, who on oath stated that he executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of Pacific Bell Wireless Northwest, LLC, a Delaware limited liability company, dba Cingular Wireless, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.



Alma N. Newgard  
Notary Signature  
Printed Name: ALMA N. NEWGARD  
NOTARY PUBLIC in and for the State of Washington  
My commission expires: March 22, 2005



## EXHIBIT A

to the Site Lease Agreement dated April 23, 2004 between the City of Mercer Island, a Washington municipal corporation, as Lessor, and Pacific Bell Wireless Northwest, LLC, a Delaware limited liability company, dba Cingular Wireless ("Lessee").

### Legal Description

#### **Clise Park Premises**

Approximately Two Hundred Fifty-Five square feet (255 sq. ft.) of Lot 1, Block 7, MADRONA CREST ADDITION, according to the Plat thereof recorded in Volume 42 of Plats, Page 12, records of King County, Washington.

#### **Intersection Premises**

Proposed site lies within the easterly right-of-way of Island Crest Way, South of Southeast 39<sup>th</sup> Street, Mercer Island, King County, Washington.

## EXHIBIT B-1

To the Site Lease Agreement dated April 23, 2004, between the City of Mercer Island, a Washington municipal corporation, as Lessor, and Pacific Bell Wireless Northwest, LLC, a Delaware limited liability company, dba Cingular Wireless ("Lessee").

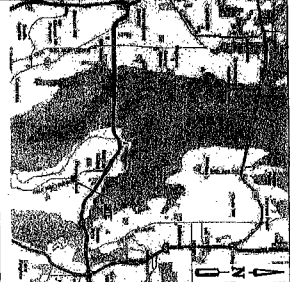
The location of the Premises (including easements) within the Property is more particularly depicted in the drawings that follow:

# cingular <sup>SM</sup>

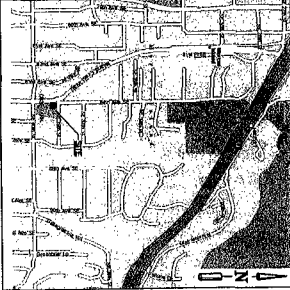
## WIRELESS

**CENTRAL MERCER**  
 SE 39TH ST. & 84TH AVENUE  
 MERCER ISLAND, WASHINGTON  
 WA-625-01

VICINITY MAP



GENERAL LOCATION MAP



**PROJECT INFORMATION**

**APPLICANT:**  
 CINGULAR WIRELESS, LLC  
 ONE BUILDING OF SOUTHWEST BELL  
 WHEELHURST, NORTHWEST TOWER 1  
 1000 WEST 20TH AVENUE  
 BOULDER, CO 80502  
 PHONE: (303) 440-9999

**PROJECT ARCHITECT:**  
 CINGULAR WIRELESS, LLC  
 2445 140TH NE, STE. 200  
 BELLEVUE, WA 98005  
 PHONE: (206) 835-6100

**GENERAL CONTRACTOR:**  
 THE HALL CORPORATION  
 1717 NORTH OCEAN PARKWAY  
 SUITE #100  
 SEASIDE, CA 94134  
 PHONE: (415) 423-0716

**DESIGN ENGINEER:**  
 GED JAMES ENGINEERS  
 1300 WEST 10TH STREET  
 SEATTLE, WA 98141  
 PHONE: (206) 278-4277

**LOCAL JURISDICTION:**  
 ZONING DEPARTMENT, P&Z  
 (BUILDING CODE BOOK) P&Z  
 500 UNIVERSITY AVENUE  
 SEASIDE, WA 98134  
 PHONE: (206) 278-4277

**LAND OWNER:**  
 SOUTHWEST BELL  
 1717 NORTH OCEAN PARKWAY  
 SUITE #100  
 SEASIDE, WA 98134  
 PHONE: (415) 423-0716

**ADVISORY CONSULTANT:**  
 WALK HELLON  
 CONTRACTOR  
 1720 26TH STREET SE  
 SEASIDE, WA 98134  
 PHONE: (206) 531-4032

**ADVISORY CONSULTANT:**  
 INTERSTATE CONSULTANTS  
 1720 26TH STREET SE  
 SEASIDE, WA 98134  
 PHONE: (206) 531-4032

**ZONING:**  
 P&Z  
 500 UNIVERSITY AVENUE  
 SEASIDE, WA 98134  
 PHONE: (206) 278-4277

**SITE LOCATION:**  
 SE 39TH STREET AND 84TH AVENUE  
 MERCER ISLAND, WA 98040

**DATE:** 10/20/01

**PROJECT DESCRIPTION:**  
 INSTALLATION OF WIRELESS COMMUNICATIONS EQUIPMENT AND ANTENNAS AT THE ABOVE ADDRESS FOR THE PURPOSES OF PROVIDING WIRELESS COMMUNICATIONS SERVICES TO THE PUBLIC. THE PROPOSED ANTENNAS WILL BE INSTALLED ON THE EXISTING BUILDING AND WILL BE SUBJECT TO THE LOCAL ZONING REGULATIONS AND PERMITS REQUIRED.

**DRIVING DIRECTIONS**

SEE MAPS: FROM BELLEVUE TAKE I-520 SOUTH TO I-520 WEST, PROCEED ON I-520 WEST TO EAST 7th AVENUE CENTER MAIL, CONTINUE SOUTH ON 7th AVENUE TO SE 39TH STREET, TURN LEFT ON SE 39TH ST. GO EAST 1/2 MILE TO 84TH AVENUE. TURN RIGHT ON 84TH AVENUE TO THE PROJECT SITE.

**APPROVAL/SIGN OFF OF CONSTRUCTION DRAWINGS**

CONSULTANT NAME	DATE	SIGNATURE
CONSTRUCTION COORDINATOR		
LANDOWNER'S REPRESENTATIVE		
PROJECT MANAGER		
PROJECT ARCHITECT		
ZONING		
REMARKS:		

**DRAWING INDEX**

- | NO.  | DESCRIPTION                            |
|------|--|
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| 1-3  | GENERAL NOTES (IF APPLICABLE)          |
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| 3-3  | BLANKED SITE PLAN (IF APPLICABLE)      |
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| 3-41 | BLANKED SITE PLAN (IF APPLICABLE)      |
| 3-42 | BLANKED SITE PLAN (IF APPLICABLE)      |
| 3-43 | BLANKED SITE PLAN (IF APPLICABLE)      |
| 3-44 | BLANKED SITE PLAN (IF APPLICABLE)      |
| 3-45 | BLANKED SITE PLAN (IF APPLICABLE)      |
| 3-46 | BLANKED SITE PLAN (IF APPLICABLE)      |
| 3-47 | BLANKED SITE PLAN (IF APPLICABLE)      |
| 3-48 | BLANKED SITE PLAN (IF APPLICABLE)      |
| 3-49 | BLANKED SITE PLAN (IF APPLICABLE)      |
| 3-50 | BLANKED SITE PLAN (IF APPLICABLE)      |

**LEGAL DESCRIPTION**

SEE SHEET 1-1 FOR LOCAL JURISDICTION

1707 REGISTERED ARCHITECT  
*W. Mark Robinson*  
 STATE OF WASHINGTON

**PROPRIETARY INFORMATION**

THE INFORMATION CONTAINED IN THIS SET OF DRAWINGS IS THE PROPERTY OF CINGULAR WIRELESS, LLC. IT IS TO BE USED ONLY FOR THE PROJECT AND SITE SPECIFICALLY IDENTIFIED HEREIN. NO PART OF THIS INFORMATION IS TO BE REPRODUCED, COPIED, OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, WITHOUT THE WRITTEN PERMISSION OF CINGULAR WIRELESS, LLC.

REVISED (8) FINAL  
 CONSTRUCTION DOCUMENTS

NOV 29 2004  
 THROUGH CINCULAR

# cingular <sup>SM</sup>

## WIRELESS

2445 140TH NE #202 BELLEVUE, WA 98005

**H H A L L**  
 ARCHITECTS  
 1717 NORTH OCEAN PARKWAY  
 SUITE #100  
 SEASIDE, CA 94134  
 PHONE: (415) 423-0716

NO.	DESCRIPTION	DATE
1	PERMITS	10/20/01
2	PERMITS	10/20/01
3	PERMITS	10/20/01
4	PERMITS	10/20/01
5	PERMITS	10/20/01
6	PERMITS	10/20/01
7	PERMITS	10/20/01
8	PERMITS	10/20/01
9	PERMITS	10/20/01
10	PERMITS	10/20/01
11	PERMITS	10/20/01
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14	PERMITS	10/20/01
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48	PERMITS	10/20/01
49	PERMITS	10/20/01
50	PERMITS	10/20/01

DATE: 10/20/01

PROJECT NO: 20

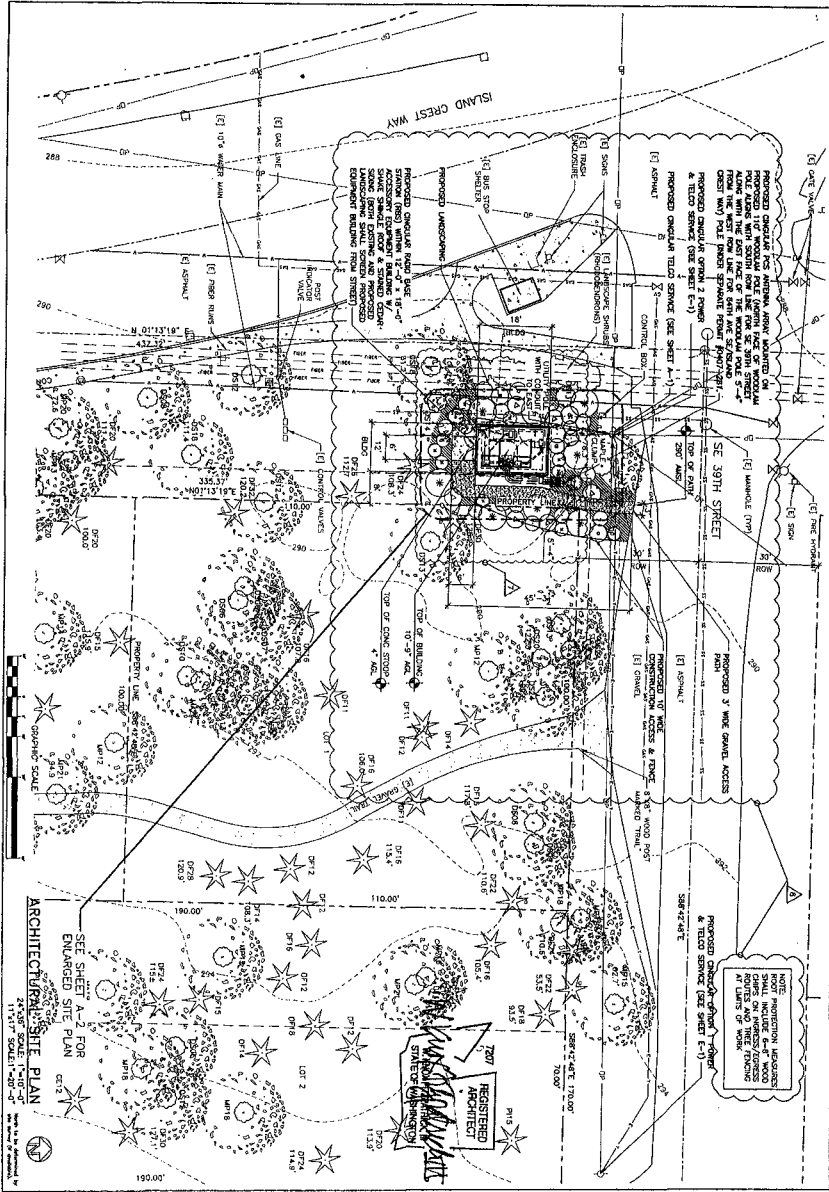
SHEET NUMBER: 1-1

DATE: 10/20/01

1707 REGISTERED ARCHITECT  
*W. Mark Robinson*  
 STATE OF WASHINGTON







SHEET NUMBER  
**A-1-1**

SHEET TITLE  
**LANDSCAPE SITE PLAN**

WA STATE  
 01  
 SE CENTRAL JURISDICTION  
 35  
 LICENSE NUMBER  
 WA

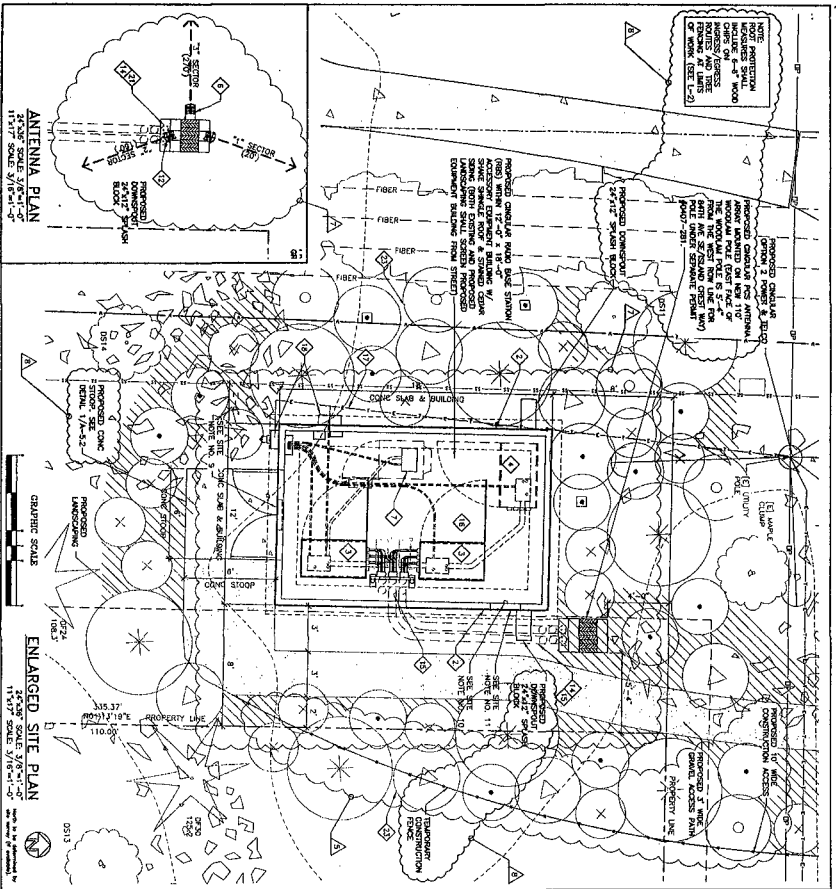
REVISIONS:

NO.	DATE	DESCRIPTION
1	01/11/11	ISSUE FOR PERMITS
2	01/11/11	ISSUE FOR PERMITS
3	01/11/11	ISSUE FOR PERMITS
4	01/11/11	ISSUE FOR PERMITS
5	01/11/11	ISSUE FOR PERMITS
6	01/11/11	ISSUE FOR PERMITS
7	01/11/11	ISSUE FOR PERMITS
8	01/11/11	ISSUE FOR PERMITS
9	01/11/11	ISSUE FOR PERMITS
10	01/11/11	ISSUE FOR PERMITS
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15	01/11/11	ISSUE FOR PERMITS
16	01/11/11	ISSUE FOR PERMITS
17	01/11/11	ISSUE FOR PERMITS
18	01/11/11	ISSUE FOR PERMITS
19	01/11/11	ISSUE FOR PERMITS
20	01/11/11	ISSUE FOR PERMITS

707 REGISTERED ARCHITECT  
 JOHN D. DAVIS ARCHITECTS  
 1111 1st Ave. Suite 200  
 Seattle, WA 98101  
 PH: (206) 461-2916  
 FX: (206) 461-2919

**cingular**<sup>SM</sup>  
 WIRELESS

2445 140TH NE #202 BELLEVUE, WA 98005



**CONSTRUCTION PLAN REVED NOTES**

- 1. ALL DIMENSIONS UNLESS OTHERWISE SPECIFIED ARE IN FEET AND INCHES.
- 2. ALL DIMENSIONS UNLESS OTHERWISE SPECIFIED ARE IN FEET AND INCHES.
- 3. ALL DIMENSIONS UNLESS OTHERWISE SPECIFIED ARE IN FEET AND INCHES.
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- 19. ALL DIMENSIONS UNLESS OTHERWISE SPECIFIED ARE IN FEET AND INCHES.
- 20. ALL DIMENSIONS UNLESS OTHERWISE SPECIFIED ARE IN FEET AND INCHES.

**SITE NOTES**

1. ALL DIMENSIONS UNLESS OTHERWISE SPECIFIED ARE IN FEET AND INCHES.
2. ALL DIMENSIONS UNLESS OTHERWISE SPECIFIED ARE IN FEET AND INCHES.
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20. ALL DIMENSIONS UNLESS OTHERWISE SPECIFIED ARE IN FEET AND INCHES.

**COAX LENGTH SCHEDULE**

SECTION	LENGTH	# COAX	DIAMETER
SECTION 1*	150'	2	1.5/8"
SECTION 2*	120'	2	1.5/8"
SECTION 3*	120'	2	1.5/8"

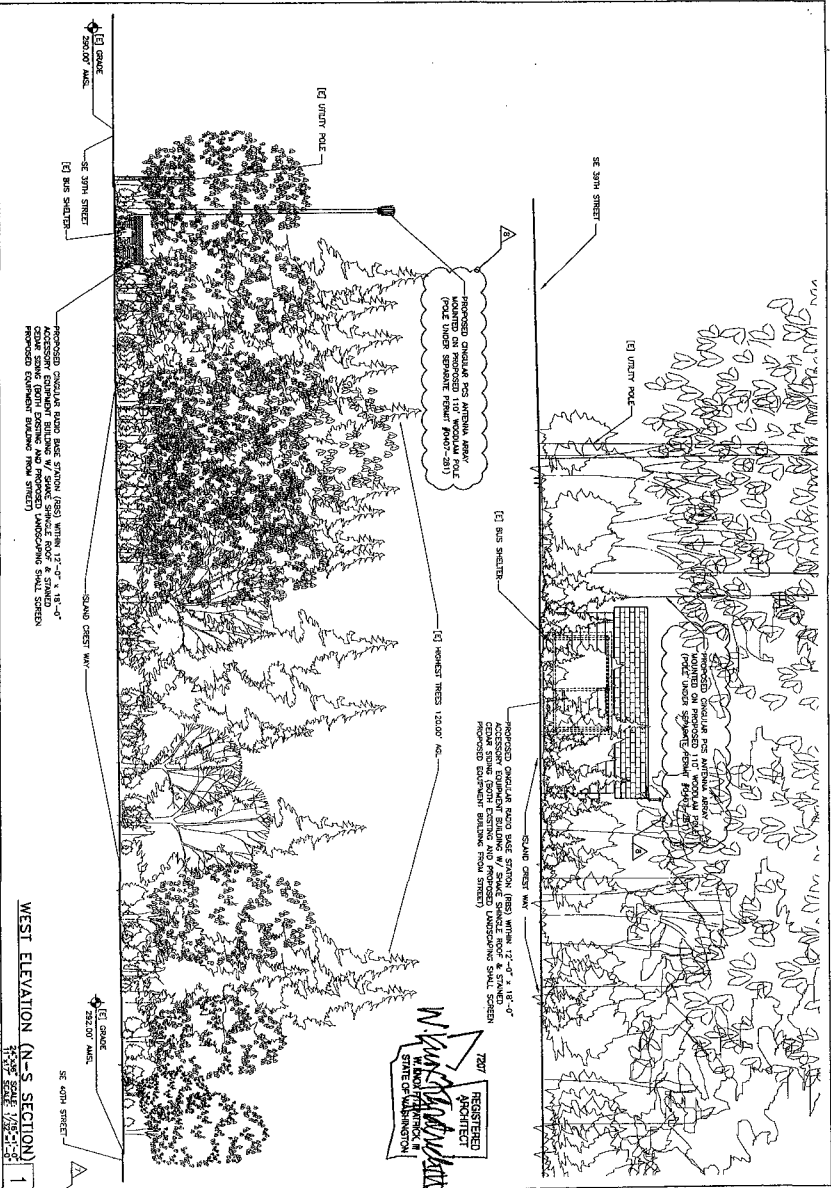
**HALL**  
REGISTERED PROFESSIONAL ENGINEER  
1010 1st Avenue  
Seattle, WA 98101  
Lic. No. 141-2142  
Lic. No. 141-2143

**cingular**<sup>SM</sup>  
WIRELESS

2445 140th NE #202 BELLEVUE, WA 98005

SHEET NUMBER  
**A-2**

DATE: 08-21-03  
DRAWN BY: JAC  
CHECKED BY: JAC  
REVISIONS:  
NO. DATE BY DESCRIPTION



**WEST ELEVATION (N-S SECTION)**

1  
SHEET TITLE  
A-3

DATE: 01-11-11  
 SHEET NO.: 31  
 GENERAL LOCUS:  
 SE 30TH & 44TH AVE SE  
 MERCER COUNTY, WA

NO.	DESCRIPTION
1	PROPOSED CHANGING ROOM (RCS) WITHIN 12'-0" x 18'-0" (SEE PLAN FOR DIMENSIONS)
2	PROPOSED CHANGING ROOM (RCS) WITHIN 12'-0" x 18'-0" (SEE PLAN FOR DIMENSIONS)
3	PROPOSED CHANGING ROOM (RCS) WITHIN 12'-0" x 18'-0" (SEE PLAN FOR DIMENSIONS)
4	PROPOSED CHANGING ROOM (RCS) WITHIN 12'-0" x 18'-0" (SEE PLAN FOR DIMENSIONS)
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50	PROPOSED CHANGING ROOM (RCS) WITHIN 12'-0" x 18'-0" (SEE PLAN FOR DIMENSIONS)

DATE: 01-11-11  
 DRAWN BY: JLS  
 CHECKED BY: JLS & JLS

REGISTERED ARCHITECT  
 JAMES L. SHERMAN  
 1111 1/2 AVENUE SE  
 SUITE 100  
 BELLEVUE, WA 98005  
 PH: (206) 451-0288  
 FX: (206) 451-0289

REGISTERED ARCHITECT  
 JAMES L. SHERMAN  
 1111 1/2 AVENUE SE  
 SUITE 100  
 BELLEVUE, WA 98005  
 PH: (206) 451-0288  
 FX: (206) 451-0289

REGISTERED ARCHITECT  
 JAMES L. SHERMAN  
 1111 1/2 AVENUE SE  
 SUITE 100  
 BELLEVUE, WA 98005  
 PH: (206) 451-0288  
 FX: (206) 451-0289

2445 140TH NE #202 BELLEVUE, WA 98005





## EXHIBIT C

To the Site Lease Agreement dated April 23, 2004, between the City of Mercer Island, a Washington municipal corporation, as Lessor, and Pacific Bell Wireless Northwest, LLC, a Delaware limited liability company, dba Cingular Wireless ("Lessee").

### Environmental Laws

As used in this Lease, "Environmental Laws" means all federal, state and local environmental laws, rules, regulations, ordinances, judicial or administrative decrees, orders, decisions, authorizations or permits, including, but not limited to, the Resource Conservation and Recovery Act, 42 U.S.C. §§ 6901, et seq., the Clean Air Act, 42 U.S.C. §§ 7401, et seq., the Federal Water Pollution Control Act, 33 U.S.C. §§ 1251, et seq., the Emergency Planning and Community Right to Know Act, 42 U.S.C. §§ 1101, et seq., the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§ 9601, et seq., the Toxic Substances Control Act, 15 U.S.C. §§ 2601, et seq., the Oil Pollution Control Act, 33 U.S.C. §§ 2701, et seq., and Washington or any other comparable local, state or federal statute or ordinance pertaining to the environment or natural resources and all regulations pertaining thereto.

As used in this Lease, "Hazardous Substance" means any hazardous substances as defined by the Comprehensive Environmental Response, Compensation and Liability Act, as amended from time to time; any hazardous waste as defined by the Resource Conservation and Recovery Act of 1976, as amended from time to time; any and all material or substance defined as hazardous pursuant to any federal, state or local laws or regulations or order; and any substance which is or becomes regulated by any federal, state or local governmental authority; any oil, petroleum products and their by-products.