

## TELECOMMUNICATIONS SITE LEASE AGREEMENT

THIS TELECOMMUNICATIONS SITE LEASE AGREEMENT ("Agreement") is entered into this 19th day of November 2010, between the City of Mercer Island, a Washington, a Washington municipal corporation ("Lessor"), and T-Mobile West Corporation, a Delaware corporation ("Lessee").

1. Leased Premises. Subject to the following terms and conditions, Lessor leases to Lessee a portion of the air and approximately four hundred (400) square feet of equipment space for a proposed underground utility vault located within the right of way of Island Crest Way, on the real property commonly known as Island Crest ("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 a utility easement in form and content reasonably acceptable to Lessor (collectively referred to herein as the "Premises").

2. Lease Term. The term of this Agreement shall be five (5) years commencing on the date this Agreement is fully executed ("Commencement Date") and terminating on the fifth anniversary of the Commencement Date ("Term") unless otherwise terminated as provided in Paragraph 7 (the "Initial Term"). At its option, Lessee may renew the Agreement for up to five (5) 5-year periods (each a "Renewal Term" and collectively, the "Renewal Terms"), provided Lessee is not in default hereunder. This Agreement shall automatically renew for each successive Renewal Term unless Lessee notifies Lessor, in writing, of Lessee's intention not to renew this Agreement, at least ninety (90) days prior to the expiration of the Initial Term or any Renewal Term. If Lessee shall remain in possession of the Premises at the expiration of this Agreement or any Renewal Term without a written agreement, such tenancy shall be deemed a month-to-month tenancy under the same conditions of this Agreement.

3. Permitted Use – Antenna Facilities.

(a) The Premises may be used by Lessee solely for the permitted purposes, of installing, operating, enhancing, maintaining and removing an underground vault to house communications equipment (equipment space) located within the right of way of Island Crest Way, more particularly described in Exhibit "B" ("Antenna Facilities"). Lessee may add to, alter or modify the Antenna Facilities within the underground vault only upon prior written notice to Lessor provided such modifications are otherwise within compliance with the terms of this Agreement and applicable laws, rules and regulations. All other modifications may not be made without the prior review and approval of the Lessor which shall not be unreasonably withheld. Lessee's use of the Property shall be nonexclusive and the Lessor reserves the right to use the Property (exclusive of the Premises which shall be for Lessee's exclusive use during the term of this Agreement), 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 fees directly related thereto 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 ninety (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 of electrical power 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.

(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 or motor vehicle.

#### 4. Rent.

(a) Within twenty (20) days of the Commencement Date and on the first day of each month thereafter, Lessee shall pay to Lessor as rent one thousand one hundred forty and no/100 (\$1,140.00) dollars 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) Annual Rent Increases. The monthly Rent shall be increased on each anniversary of the Commencement Date by four percent (4%) over the monthly Rent paid during the previous lease year.

(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 actual and reasonable 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 three thousand five hundred dollars and no/100 (\$3,500.00) 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.

(a) Lessor agrees to cooperate with Lessee in obtaining, at Lessee's expense, all licenses and permits or authorizations required for Lessee's use of the Premises (as defined below) from all applicable government and/or regulatory entities (including, without limitation,

zoning and land use authorities, and the Federal Communications Commission ("FCC") ("Governmental Approvals"), including all land use and zoning permit applications, and Lessor agrees to cooperate with and to allow Lessee, at no cost to Lessor, to obtain a title report, zoning approvals and variances, land-use permits, and Lessor expressly grants to Lessee a right of access to the Property to perform surveys, soils tests, and other engineering procedures or environmental investigations on the Property necessary to determine that Lessee's use of the Premises will be compatible with Lessee's engineering specifications, system design, operations and Governmental Approvals. 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.

(b) 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 (subject to as otherwise expressly set forth herein) 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.

6. Non-Interference.

(a) 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 prior existing operations. All operations of Lessee shall be in compliance with all FCC requirements and other applicable laws and regulations.

(b) Lessor shall have the right to permit co-location of other telecommunications equipment on the Property and Lessee consents to the same.

(c) 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 6.

7. Termination. In addition to as otherwise set forth herein, this Agreement may be terminated, without any penalty or further liability, on sixty (60) days written notice as follows:

(a) Unless otherwise set forth herein, 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. For purposes of this section 7(d), reasons involving public health, safety or welfare shall be deemed to mean a final determination by the FCC that facilities substantially similar to the Antenna Facilities as operated by Lessee pose an imminent threat to the general public.

(e) 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) within any applicable grace or cure period.

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

In the event of any termination under this Section, Lessee shall pay Lessor all monies due as of the date of termination, including rent, attorneys' and collection fees. 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 casualty 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 Property. 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 or AM Best's rating of A- VII, and with deductibles as are ordinary and reasonable in keeping with industry standards as reasonably determined by Lessee:

(a) Commercial 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 One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) 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 or increased by greater than twenty percent (20%)

(d) Lessee may satisfy the insurance requirements set forth herein through a combination of primary and underlying umbrella policies.

10. Indemnity and Hold Harmless.

(a) Disclaimer of Liability. Unless otherwise set forth herein, Lessor shall not, at any time, be liable for injury or damage occurring to any person or property caused by 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 for physical injury, loss, damage or liability, costs or expenses) to the extent caused by the maintenance, construction, installation, repair, negligent use or negligent operation of the Antenna Facilities and the equipment of Lessee to be installed upon the antenna support structure that the Antenna Facilities serve, by Lessee or its employees, contractors or agents on the Property and from Lessee's breach of any representation or warranty as set forth herein.

(c) Lessor agrees to indemnify and hold Lessee and Lessee's officers, employees, agents, contractors, and invitees harmless from any and all liability, damages or claims, (including without limitation, reasonable fees and expenses of attorneys, expert witnesses and consultants) for physical injury, loss, damage or liability, costs or expenses to the extent caused by the negligence of Lessor or its employees, contractors or agents on the Property and from Lessor's breach of any representation or warranty as set forth herein.

(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  
Attn: City Attorney  
9611 SE 36th Street  
Mercer Island, Washington 98040

If to Lessee, to;

T-Mobile USA, Inc.  
12920 SE 38<sup>th</sup> Street  
Bellevue, WA 98006  
Attn: PCS Lease Administrator / SE03440

**With a copy to:**

Attn: Legal Dept. / SE03440

T-Mobile West Corporation  
19807 North Creek Parkway N  
Bothell, WA 98011  
Attn: Lease Administration / SE03440

**With a copy to:**

Attn: Legal Dept. / SE03440

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, restrictions or mortgages except those matters which are of public record as of the Commencement Date; and
- (c) There is direct legal ingress and egress to the Premises for Lessee's use for vehicles and pedestrians from a public right-of-way. Subject to Section 6 of this Agreement, Lessee shall have quiet enjoyment of the Premises during the Term of this Agreement and any Renewal Terms.

13. Environmental Laws.

(a) 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.

(b) Lessor represents and warrants that it has no actual knowledge of Hazardous Substance on the Property and that its use of the Property shall be in compliance with all Environmental Laws. Lessee shall not introduce or use any such substance on the Property in violation of any applicable laws.

(c) 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, its agents, contractors or employees.

(d) 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 release of any Hazardous Substance on the Property or the migration of any Hazardous Substance to other properties or released into the environment, to the extent caused by Lessee's activities on the Property.

(e) 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 release 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.

(f) 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.

(g) The provisions of this section will survive the expiration or termination of this Agreement with respect to acts or events occurring prior thereto.

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 which shall not be unreasonably withheld, conditioned or delayed; provided, however, that Lessee may assign its interest to its parent company, any subsidiary or affiliate of it or its parent company, affiliate or subsidiary of it or its parent company or to any successor-in-interest or entity acquiring fifty-one percent (51%) 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. Upon such assignment, Lessee shall be relieved of all liabilities and obligations accruing thereafter hereunder and Lessor shall look solely to the assignee for performance under this Agreement and all such obligations hereunder provided such assignee is of substantially similar financial strength or credit worthiness as Lessee.

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 Section 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 continued 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 eighty (180) 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 expiration of the one hundred eighty (180) day notice period referenced above 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 accomplish the relocation in a manner that does not interrupt Lessee's services provided from the Property and to thereafter 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. Lessor's right to relocate Lessee pursuant to this Section 16 shall be limited to a single relocation at Lessee's expense every ten (10) years. Any additional relocations requested during any ten (10) year period shall be performed by Lessee but at the sole cost and expense of Lessor which shall be recouped by Lessee through abatement of Rent payments.

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 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 in a manner reasonably satisfactory to the Lessor.

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 commercially reasonable manner 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 (excepting Hazardous Substances which are addressed in Section 13 above) 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. Except as otherwise expressly set forth herein, 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 Lessor which shall not be unreasonably withheld, conditioned or delayed. 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 except to the extent damaged by Lessor, its agents, employees or contractors; such damage to be repaired by Lessor at Lessor's expense.

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.

(a) 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.

(b) Lessor acknowledges that Lessee has entered into a financing arrangement including promissory notes and financial and security agreements for the financing of the Lessee Facilities (the "Collateral") with a third party financing entity (and may in the future enter into

additional financing arrangements with other financing entities). In connection therewith, Lessor (i) consents to the installation of the Collateral subject to Lessee obtaining all necessary permits and approvals and paying all associated fees. (ii) disclaims any interest in the Collateral, as fixtures or otherwise; and (iii) agrees that the Collateral shall be exempt from execution, foreclosures, sale, levy, attachment, or distress for any Rent due or to become due and that such Collateral may be removed at any time without recourse to legal proceedings.

21. Miscellaneous.

(a) 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.

(b) 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.

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

(d) 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.

(e) 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, and any other applicable law, discovery request or court order.

(f) 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.

(g) 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.

(h) The persons who have executed this Agreement represent and warrant that they are duly authorized to execute this Lease in their individual or representative capacity as indicated.

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

LESSOR:

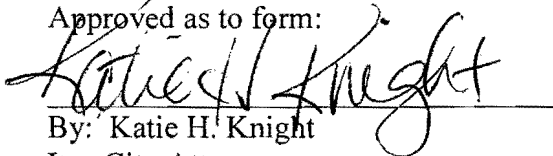
**CITY OF MERCER ISLAND,  
a Washington municipal corporation**



By: Richard M. Conrad

Its: City Manager

Approved as to form:



By: Katie H. Knight

Its: City Attorney

LESSEE:

**T-Mobile West Corporation,  
a Delaware corporation**

 11/19/10

By: Kantiya Lanba

Its: Area Director of Engineering and Operations

STATE OF WASHINGTON )

) ss:

COUNTY OF KING )

On this 19<sup>th</sup> day of November 2010, 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 s/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 M. ROBINSON**

**NOTARY PUBLIC**

**STATE OF WASHINGTON**

**COMMISSION EXPIRES JAN. 29, 2014**

*Eileen M. Robinson*

Printed Name: Eileen M. Robinson

NOTARY PUBLIC in and for the State of Washington

My commission expires: 1-29-2014

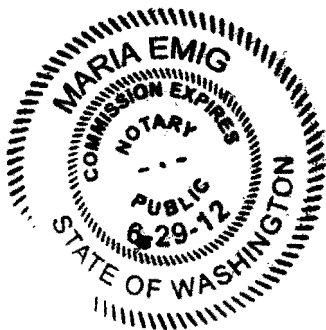
STATE OF Washington )

) ss:

COUNTY OF King )

On this 19<sup>th</sup> day of November 2010, before me personally appeared \_\_\_\_\_ 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 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.



*Maria Emig*

Printed Name: Maria Emig

NOTARY PUBLIC in and for the State of Washington

My commission expires: 6/29/12

## EXHIBIT A

to the Site Lease Agreement dated November 19, 2010 between the City of Mercer Island, a Washington municipal corporation, as Lessor, and T-Mobile West Corporation, a Delaware corporation, as Lessee.

### Legal Description

Subject property lies within Right of Way of Island Crest Way, being a portion of the southwest quarter of Section 18, Township 24 North, Range 5 East, W.M., located in City of Mercer Island, County of King, State of Washington; EXCEPT county roads.

## EXHIBIT B

To the Site Lease Agreement dated November 19, 2010, between the City of Mercer Island, a Washington municipal corporation, as Lessor, and T-Mobile West Corporation, a Delaware corporation, as Lessee.

The location of the Premises (including easements) described as Island Crest Way PSE, Site No. WASEA572, within the Property is more particularly depicted in the drawings that follow:

**LATITUDE 47° 33' 44.57" N      LONGITUDE 122° 13' 20.51" W**

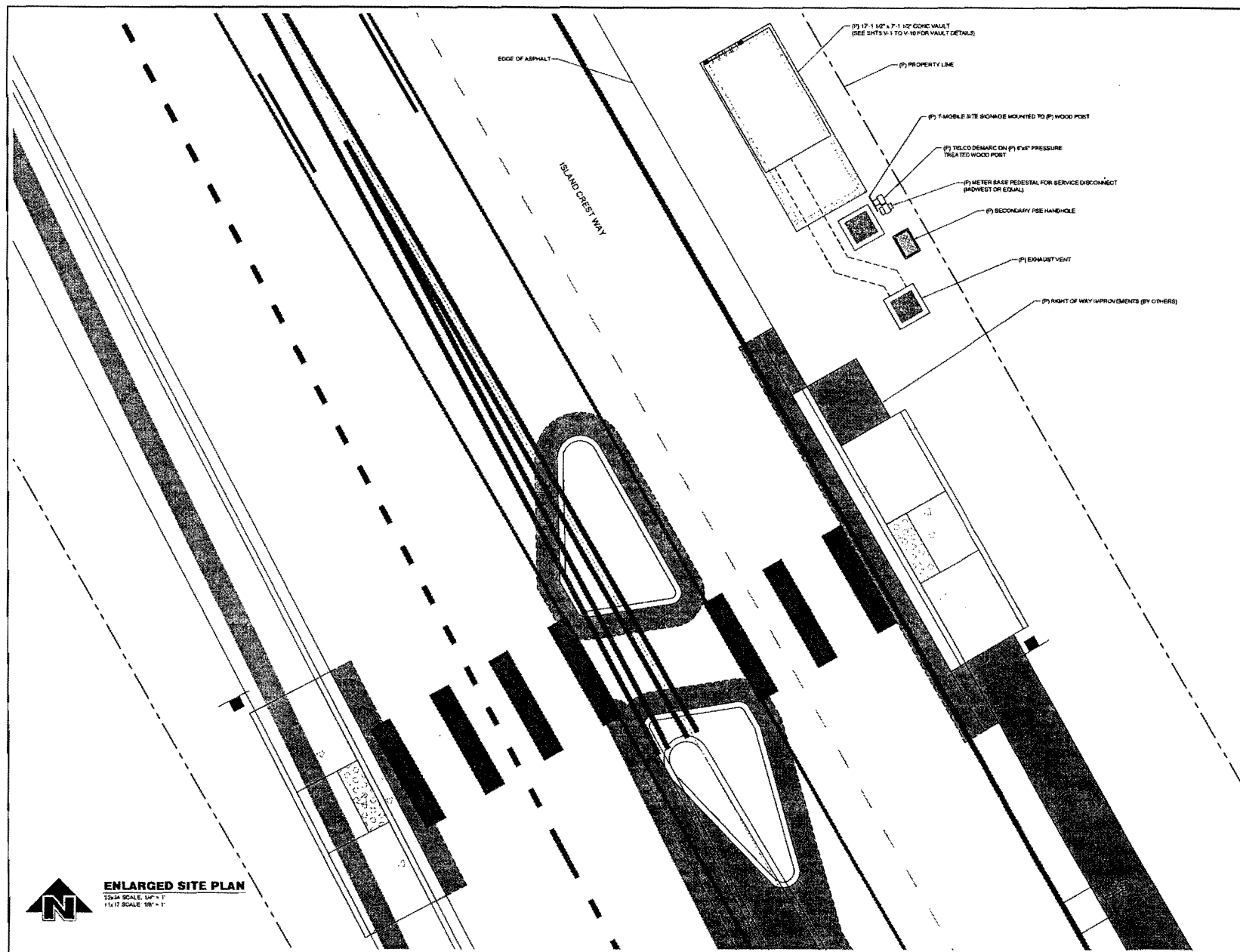
# T-1











**ENLARGED SITE PLAN**  
 1/4\"/>

**T-Mobile**

18407 NORTHCREST DRIVE N  
 SOTHELL, WA 98011  
 OFFICE (425) 396-7600

**PROJECT INFORMATION:**

**SOUTH ISLAND CREST/PSE  
 SE03440A**

**ISLAND CREST WAY PUBLIC ROW  
 MERCER ISLAND, WA 98040**

**ISSUED FOR:**

**BUILDING PERMIT**

**REVISION HISTORY:**

NO.	DATE	DESCRIPTION	CHK.	APPV.
			BY:	BY:
1	10/21/2010	VAULT LOCATION REVISED	BJT	LC
2	04/21/2010	REV PER CITY COMMENT: ADD DETAILED REV GALLONS, TO WELLHEAD AND BORE HOLE	BJT	LC
3	04/21/2010	REV PER CITY COMMENT	BJT	LC
4	07/22/2010	ANTENNA ATTACHMENT DETAIL ON A-1 PROVIDED	BJT	LC
5	7/14/2010	ADD UPDATED SURVEY UPDATE ANTENNA TYPE, UPDATE TREE PROTECTION	BJT	LC
6	7/13/2010	CIVIL SHEETS ADDED	BJT	LC
7	6/23/2010	ADD A-1.2 SITE PLAN W/ (P) ROW IMPROVEMENTS	BJT	LC
8	3/12/2010	ISSUED FOR VARIANCE	BJT	LC

**PLANS PREPARED BY:**

**B. J. THOMAS, P.E.**  
 7607 80TH AVE NE  
 MARYSVILLE, WA 98270  
 206-851-1106

**DRAWN BY: CHK. BY: APPV. BY:**

AS, AAL BJT AM

**LICENSURE:**



**EQUIPMENT:**

WIRELESS COMMUNICATIONS FACILITY W/ANTENNAS  
 LOCATED ON A 80' ABL WOOD OLIVE/LAM POLE WITH BTS  
 EQUIPMENT IN AN US V-1

**DRAWING INFORMATION:**

DO NOT SCALE DRAWINGS! CONTRACTOR MUST VERIFY ALL  
 DIMENSIONS AND ADVISE CONSULTANTS OF ANY ERRORS  
 AND OMISSIONS. ALL PREVIOUS REVISIONS OF THIS DRAWING  
 ARE SUPERSEDED BY THE LATEST REVISION. THE  
 INFORMATION CONTAINED IN THIS SET OF DOCUMENTS IS  
 PROPRIETARY BY NATURE. ANY USE OR DISCLOSURE  
 OTHER THAN WHICH IS RELATED TO NAMED CLIENT IS  
 STRICTLY PROHIBITED.

**DRAWING TITLE:**

**ENLARGED SITE PLAN WITH  
 PROPOSED RIGHT OF WAY  
 IMPROVEMENTS SHOWN**

**DRAWING NUMBER:**

**A-1.3**

## EXHIBIT C

To the Site Lease Agreement dated November 19, 2010, between the City of Mercer Island, a Washington municipal corporation, as Lessor, and T-Mobile West Corporation, a Delaware corporation, as 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.