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Antenna Lease Agreement

THIS ANTENNA LEASE AGREEMENT, herein referred to as "Lease", is made and entered into this 12th day of April, 2000 by and between the City of Port Angeles, Lessor, herein referred to as "City", and VoiceStream PCS BTA I Corporation, a Delaware corporation, as agent for Cook Inlet ~~Western Wireless~~ ^{VoiceStream} PV/SS PCS, L.P., a Delaware limited partnership, herein referred to as "Lessee."

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IT IS HEREBY MUTUALLY AGREED BETWEEN THE PARTIES AS FOLLOWS:

1. **PROPERTY.** Port Angeles hereby grants a nonexclusive lease to Lessee for property located on the following described property situated in Clallam County, State of Washington, to wit:

Lot 11, Block 154, Townsite of Port Angeles, Clallam County, Washington.
Situated in the County of Clallam, State of Washington,

which shall hereafter be called "the Property", provided, however, that Lessee's use shall be limited to the area as shown on the attached Exhibit A, which shall hereafter be called "the Area."

2. **USE.** The use of the Area shall be limited to construction, maintenance, and operation of a Personal Communication System (PCS) facility as described in the attached Exhibit B, together with associated equipment used by Lessee. Said items shall be considered "the Antenna Facility". Any other use of said area shall cancel this Lease Agreement. The City grants Lessee reasonable access to the Area twenty-four (24) hours a day, seven (7) days a week and for utilities necessary to operate Lessee's facility.

3. **TERM.** The term of this Lease Agreement shall commence August 1, 2000 and shall run for five (5) years terminating on July 31, 2005. The City and Lessee agree to enter into two five (5) year renewal terms of this Lease, provided that Lessee shall notify the City no less than 180 days, or more than 210 days, prior to the expiration of each five year term of its desire to renew the Lease.

4. **RENT.** Lessee shall pay rent in advance to the City annually in the sum of Nine Thousand Dollars (\$9,000.00). The rent shall be due and payable annually on the anniversary of the commencement date, subject to the adjustment as set forth in Section 5. Payment shall be made payable to the City of Port Angeles and sent or delivered to the Property Manager at the City of Port Angeles, 321 E. 5th Street, Port Angeles, Washington, 98362.

5. **RENT ADJUSTMENT.** On each annual anniversary date, a new annual rent will be established. Failure on the part of the City to establish a new annual rent by the anniversary date shall not preclude the City from doing so within 60 days of the anniversary date and from collecting such back rent from Lessee. At the City's option, the new annual rent will be established using one of the following two methods of adjustment:

a. The rent schedule will be adjusted annually on the anniversary date based on an annual 4% increase or the preceding calendar year's "Consumer Price Index, All Urban Consumers, US City Average" (CPI), whichever is higher. In the event the CPI ceases to be published, the City may substitute such other comparable cost of living index as then may be in publication by a comparable governmental agency.

OR

b. At the beginning of each five year renewal term, the Lessee's rent will be adjusted to reflect market rent. If the Lessee does not agree with the City's adjusted market rent, the Lessee may submit an appraisal done by an independent and licensed appraiser at Lessee's expense. Such appraisal must be submitted within 60 calendar days of notification of the adjusted market rent to be considered by the City. The City will accept or reject the Lessee's appraisal of the market rent based on information available to the City. The City's acceptance or rejection of the Lessee's appraisal is final, and the City shall notify the Lessee of its decision in writing. If Lessee fails to timely submit an appraisal, the adjusted market rent is due as determined by the City and as provided in this Lease.

6. LEASEHOLD EXCISE TAX. The Lessee shall pay in advance, together with annual rent, the required Washington State leasehold excise tax as set forth in Chapter 82.29A RCW as now or hereafter amended, which tax is currently 12.84%.

7. FAILURE TO PAY. Any failure to pay rent or any amount due in Section 4 or 5, or any other amount to be paid by Lessee under the terms of this agreement, shall be considered a breach of contract and shall entitle the City to pursue all remedies legally available, including the right to terminate this lease.

8. LATE CHARGE.

a. In the event the Lessee fails to make any payment of rent or any other payment due hereunder upon the date due, the City shall be entitled to collect from the Lessee a late charge equal to six percent (6%) of the delinquent payment.

b. Any payment of rent or other payments received after the date due under this Lease shall be subject to an additional charge of the highest interest rate per month permitted by RCW 19.52.020. Acceptance of late rent payments or any other payments by the City from the Lessee after any breach by the Lessee shall not constitute a waiver of any such breach or any other breach.

9. TERMINATION.

a. In the event Lessee shall violate any term or condition of this Lease and Lessor has given notice in writing to Lessee to cease the violation and comply with the terms of this Lease and Lessee has failed to do so within thirty (30) days of such written notice, Lessor may terminate this Lease and reenter the Property.

b. Lessor may terminate this Lease without cause upon one year's written notice.

c. Lessee may terminate this Lease without cause upon eighteen (18) months written notice.

d. Lessee may terminate this Lease upon one hundred twenty (120) days written notice in the event that Lessee cannot receive and transmit 360 degrees from the Area as defined in Section 1 for reasons beyond Lessee's control. In this event, Lessee shall be entitled to a pro rata refund of rent less any damages it may have caused the Property.

e. Except as otherwise provided herein, this Lease may be terminated, without any penalty or further liability immediately upon written notice, if the Property or the Antenna Facilities are destroyed or damaged so as in Lessee's reasonable judgment to substantially and adversely affect the effective use of the Antenna Facilities. In such event, all rights and obligations of the parties shall cease as of the date of the damage or destruction, but Lessee shall not be entitled to the reimbursement of any rent prepaid by Lessee.

f. Except as otherwise provided herein, upon termination of this Lease, Lessee will return the Property to Lessor in good, useable condition, normal wear and tear excepted. Lessee shall be liable to Lessor for any deficiency in the rent and associated leasehold tax for the remainder of the five (5) year term or any renewal term. Lessor's failure to use remedies provided herein shall not constitute a waiver by Lessor. In the event of termination of this Lease, Lessee shall remove the Antenna Facilities from the Property within thirty (30) days of termination, except that, at the City's option, ownership of the pole or tower shall transfer to the City.

10. **INDEMNITY.** Lessee shall defend, indemnify, and hold harmless the City, its officers, agents, employees, and volunteers from any and all claims, costs, lawsuits (including but not limited to reasonable attorneys fees), damages, actions, or liability whatsoever which may arise from Lessee's use of said property, or from the conduct of Lessee's business, or from any activity, work or thing done, permitted, or suffered by Lessee in or about the Property. The foregoing promise shall include, but not be limited to, claims of radio, television, or microwave interference, antitrust violations and anti-competitive acts, and liability due to falling objects such as antennas or attachments of equipment and lines on the licensed premises. Lessee shall not be responsible for the sole negligence or misconduct of the City's agents, officers, employees, and volunteers.

11. **INSURANCE.** The Lessee shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the Lessee's operation and use of the leased Premises.

A. Minimum Scope of Insurance

Lessee shall obtain insurance of the types described below:

1. Commercial General Liability insurance shall be written on Insurance Services office (ISO) occurrence form CB 00 01 and shall cover premises and contractual liability. The City shall be named as an additional insured on Lessee's Commercial General Liability insurance policy using ISO Additional Insured-Managers or Lessors of Premises Form CG 20 11 or a substitute endorsement providing equivalent coverage.
2. Property insurance shall be written on an all risk basis.

B. Minimum Amounts of Insurance

Lessee shall maintain the following insurance limits:

1. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate.
2. Property insurance shall be written covering the full value of Lessee's property and improvements with no coinsurance provisions.

C. Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions for Commercial General Liability insurance:

1. The Lessee's insurance coverage shall be primary insurance as respect the City. Any Insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the Lessee's insurance and shall not contribute with it except for claims and injuries due to the sole negligence or misconduct of the City.
2. The Lessee's insurance shall be endorsed to state that coverage shall not be canceled, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City.

D. Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.

E. Verification of Coverage

Lessee shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Lessee.

F. Waiver of Subrogation

Lessee and Landlord hereby release and discharge each other from all claims, losses and liabilities arising from or caused by any hazard covered by property insurance on or in connection with the premises or said building. This release shall apply only to the extent that such claim, loss or liability is covered by insurance.

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

TO LESSOR: City of Port Angeles
Attn: Property Manager
321 E. 5th Street
P.O. Box 1150
Port Angeles, WA 98362-0217

TO LESSEE: VoiceStream PCS BTA I Corporation
as agent for Cook Inlet Western Wireless PV/SS PCS, L.P.
Attn: PCS Leasing Administrator
3650 - 131st Avenue SE, Suite 400
Bellevue, WA 98006

WITH ADDITIONAL COPY TO: LEGAL DEPARTMENT AT SAME ADDRESS

13. RESTRICTIONS ON USE

- a. Lessee shall conform to and comply with all applicable laws and regulations of any public authority affecting the Property, the Area or the Antenna Facility and shall assume any costs of such compliance, including any fines or penalties.
- b. This Lease does not grant to Lessee any zoning or land use approvals for the uses mentioned herein. Lessee shall obtain any and all land use and zoning approvals as are necessary for its operations, including but not limited to, permits for buildings, structures, towers, and antennas.
- c. Lessee shall not allow debris or refuse to accumulate on the Property.
- d. Lessee shall not place any advertising or other signs on the Antenna Facility without the express written permission of the City, which permission shall not be unreasonably withheld, conditioned, or delayed for signs required by any regulatory agency.
- e. The color of any poles or towers that are part of the Antenna Facility shall be subject to approval by the City.

14. ALTERATION & ADDITIONS. Lessee shall not make any alterations, additions, or improvements in the area except for routine maintenance, without first obtaining the written consent of the City. All alterations, additions, and improvements shall be at the sole cost and expense of Lessee and shall become the property of the City, excluding antenna equipment, cabinets, and related equipment, and shall remain in and be surrendered with

the Property without disturbance, molestation, or injury at the termination of this Lease. The City will cooperate with Lessee's efforts to obtain utilities, electrical power, and telephone services necessary to operate Lessee's Antenna Facility. If Lessee shall perform work in the Property with the consent of the City, Lessee agrees to comply with all laws, ordinances, rules, and regulations of the City and any other authorized authority. Lessee shall be liable to the City for any damage or loss caused by its agents, employees, or representatives to the Property and to any other property owned by the City.

15. ADDITIONAL RIGHTS TO THE PROPERTY. Lessee shall not allow a co-locator to use the Area without the City's consent, which consent shall not be unreasonably withheld, conditioned or delayed. Lessee agrees to work in good faith to allow all prospective co-locators to locate their facilities on Lessee's tower pursuant to a reasonable sublease, provided that such co-locator's facilities shall not interfere with Lessee's facilities. In the event City decides to withhold such consent, the City shall provide Lessee notice via a written explanation within ten (10) days, of such decision. If the City does consent, a co-locator's equipment placement in the Area shall be limited to Lessee's tower or monopole structure (excluding cables and related appurtenances) and co-locator's ground space needs shall only be met through obtaining a ground lease with the City.

16. OPERATION OF EQUIPMENT. Lessee shall install, operate, and maintain the Antenna Facility in accordance with all applicable laws and regulations so as not to cause interference with any other radio, communication device, computer, or television transmitting or receiving equipment, located on the Property with rights of use prior in time to those of Lessee under this Lease.

17. UTILITIES AND IMPROVEMENTS. The City has no responsibility for maintenance or for security for the improvements placed upon the Area by Lessee. Lessee shall have the right to install private utilities, at Lessee's expense, and to improve the present utilities on the premises (including, but not limited to, the installation of emergency power generators). Lessee shall provide for the installation of separate meters for utilities used on the Area.

18. HAZARDOUS SUBSTANCES. The City represents that it has no knowledge of any substance, chemical, or waste (collectively, "substance") on the Property that is identified as hazardous, toxic, or dangerous in any applicable law or regulation (collectively referred to as "Hazardous Substances"). Neither Lessee nor the City shall introduce any such substance on the Property in violation of any applicable law or regulation. The parties will defend, indemnify, and hold the each other, their agents and employees harmless from and against any and all claims, costs, and liabilities, including reasonable attorneys' fees and costs arising out of or in connection with the cleanup or restoration of the Property associated with the indemnitor's use of such Hazardous Substances. The obligation of this section shall survive the expiration or other termination of this Lease.

19. ASSIGNMENT. Lessee shall not assign or transfer this Lease or sublet all or any portion of the Area, without the City's prior written consent, which consent may be withheld or granted at the City's sole discretion, provided, however, that Lessee may

assign or sublet with the City's prior written consent to any party controlling, controlled by, or under common control with Lessee or to any party which acquires substantially all of the assets of Lessee. Prior to such assignment, Lessee shall give written notice to the City of the names and address of such assignee.

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

21. SUCCESSION. This Lease applies to and binds the heirs, successors, executors, administrators, and assigns of the parties to this Lease.

22. NON-ATTACHMENT. Lessee shall not cause or allow any lien to attach to the Property.

23. ENTRY. The City, its agents, officers, employees, and volunteers, may enter the Property at any time for the purpose of conducting inspection for compliance with this Lease or to conduct other business associated with the operation of the Antenna Facilities.

24. COMPATIBLE USE BY CITY. The City reserves the right to use the Property for purposes and in a manner that are compatible and do not interfere with Lessee's operation.

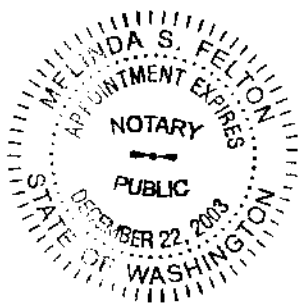
25. MISCELLANEOUS.

- a. The substantially prevailing party in any litigation arising hereunder shall be entitled to its reasonable attorney's fees and court costs, including appeals, if any.
- b. This Lease 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 Lease must be in writing and executed by both parties.
- c. If any term of this Lease is found to be void or invalid, such invalidity shall not affect the remaining terms of this lease, which shall continue in full force and effect. The parties shall agree that if any provisions are deemed not enforceable, they shall be deemed modified to the extent necessary to make them enforceable.
- d. The persons who have executed this Lease, represent and warrant that they are duly authorized to execute this lease in their individual or representative capacity as indicated.

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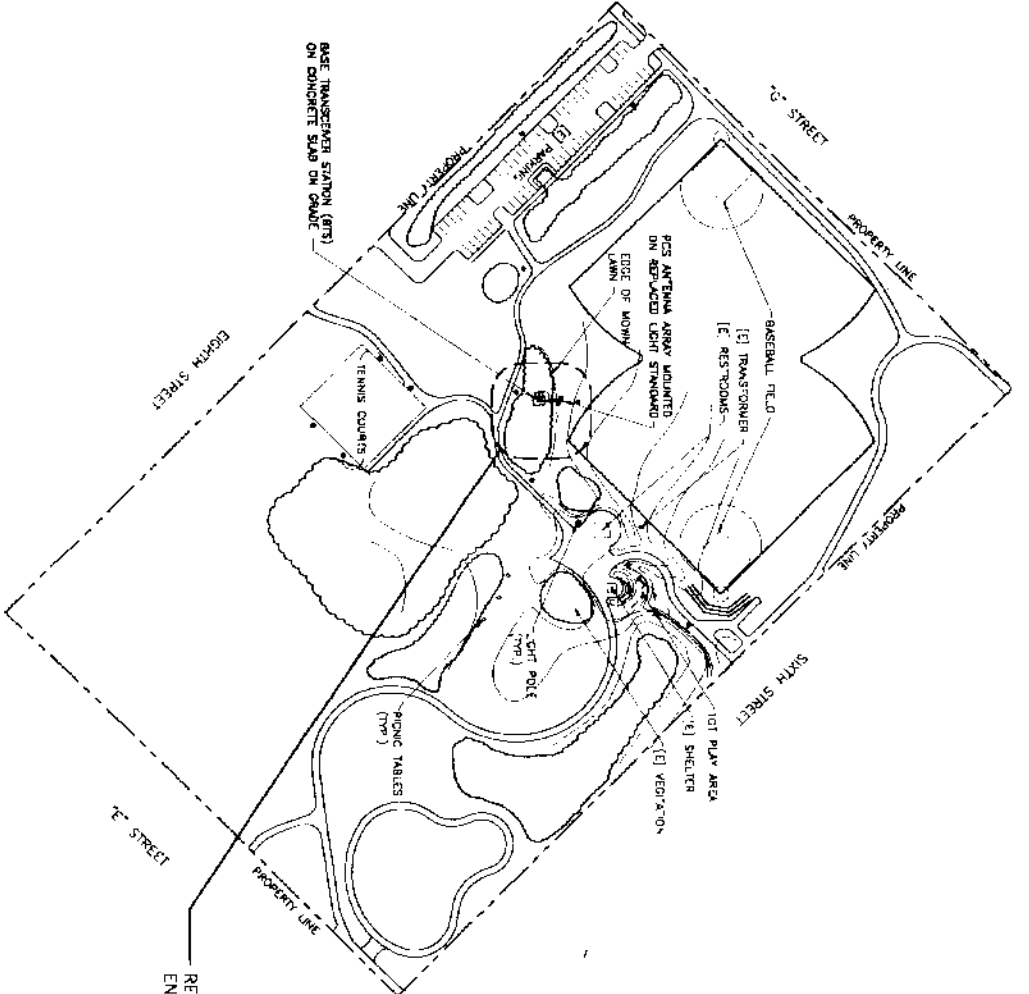
GIVEN unto my hand and official seal this 12th day of April, 2000.



A:\VOICESTREAM.SP.wpd

Melinda S. Felton
NOTARY PUBLIC in and for the State of Washington,
residing at: Belleme, WA
My commission expires: 12-22-03

Melinda S. Felton



REFER TO SHEET 0-2 FOR ENLARGED SITE PLAN

ARCHITECTURAL SITE PLAN

DATE SCALE: 1"=40'-0"
 11/17/98 SCALE: 1"=100'-0"

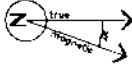
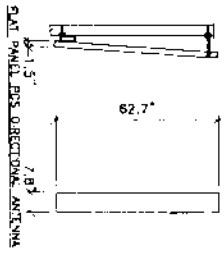


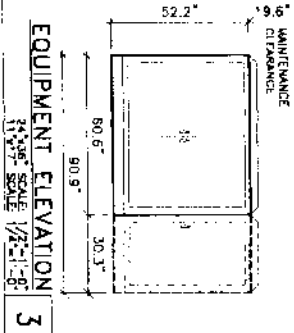
Exhibit "A"
 Page 1 of 2

M. Kay Filipek II Architect & Associates, Inc. 13816 NE 17th Street Shoreline, WA 98148 Phone: (206) 415-8092 Fax: (206) 415-3298	
DATE:	11-10-98
DRAWN BY:	JMK
CHECKED BY:	JMK
REVISIONS:	
DATE:	11-10-98
BY:	JMK
DESCRIPTION:	
PROJECT:	
SITE NUMBER:	SE-6115-C
SHANT PARK 6th & 7th ST. PORT ANGELES, WA	
<h1 style="font-size: 2em;">a-1</h1>	

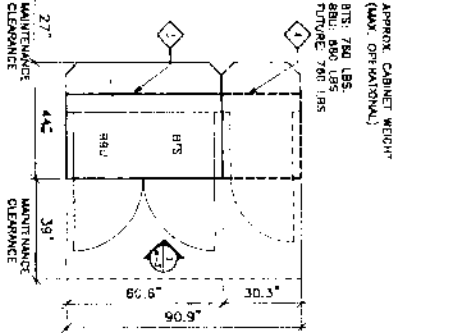
19807 NORTH CREEK PARKWAY NORTH, BOTHELL, WA. 98011



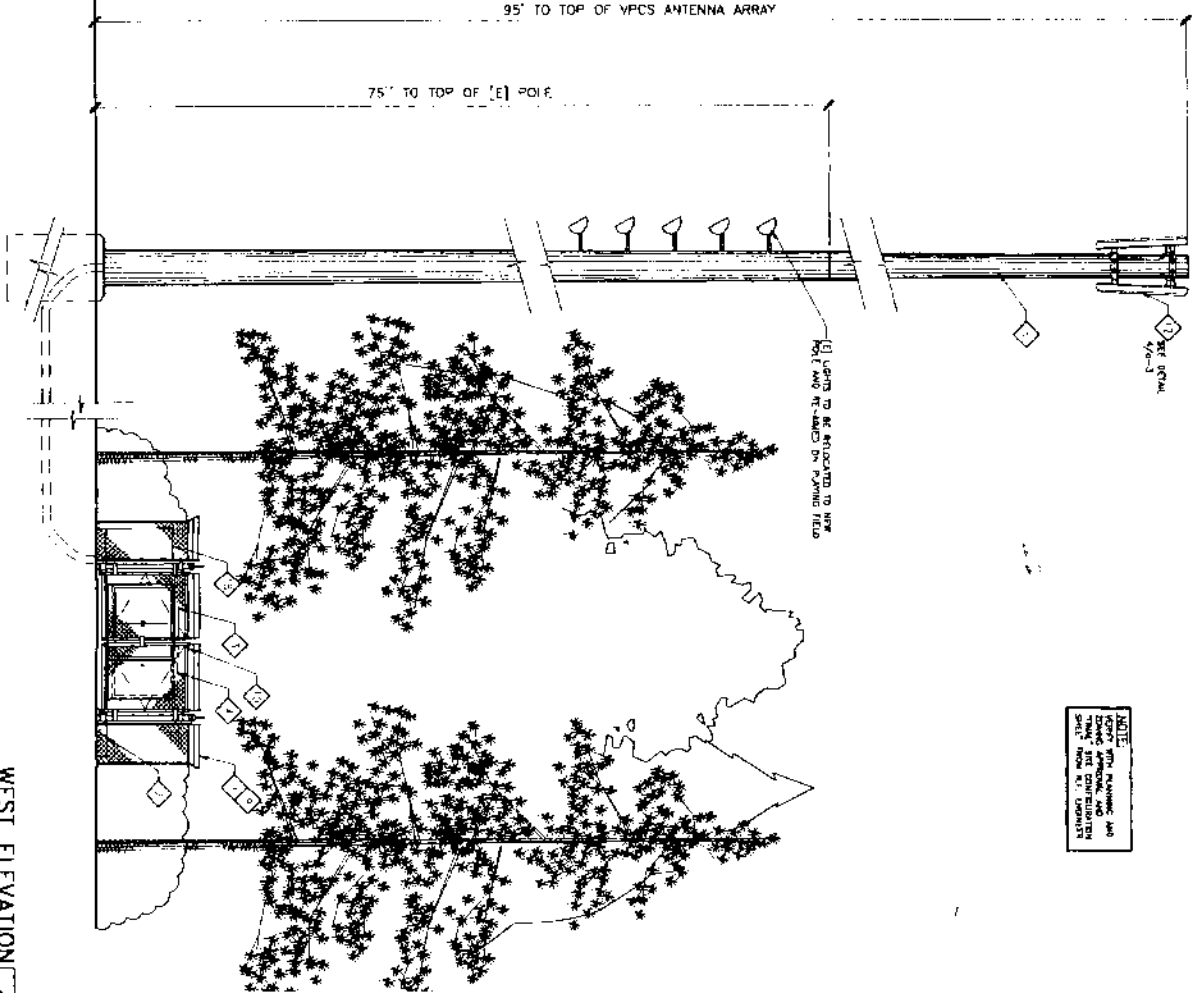
ANTENNA DETAIL
SCALE 1/8"=1'-0"
DATE 11/17/05



EQUIPMENT ELEVATION
SCALE 1/8"=1'-0"
DATE 11/17/05



EQUIPMENT PLAN
SCALE 1/8"=1'-0"
DATE 11/17/05



WEST ELEVATION
SCALE 1/8"=1'-0"
DATE 11/17/05

NOTE:
FOR PLACING AND
ORIENTING ANTENNA,
SEE SHEET 11/17/05
DATE 11/17/05

CONSTRUCTION PLAN - FIELD NOTES

- ◆ SITE VISIT ON 11/17/05
- ◆ POWER AND ANTENNA SYSTEMS TO BE INSTALLED AT THIS LOCATION
- ◆ CONSTRUCTION SHALL BE COMPLETED BY 11/30/05
- ◆ THE ANTENNA SHALL BE ORIENTED AS SHOWN ON SHEET 11/17/05
- ◆ THE ANTENNA SHALL BE MOUNTED ON THE TOWER AS SHOWN ON SHEET 11/17/05
- ◆ THE ANTENNA SHALL BE MOUNTED ON THE TOWER AS SHOWN ON SHEET 11/17/05
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SYMBOLS & ABBREVIATIONS

—	TELEPHONE
—	POWER
—	BROADBAND WIRE
—	COAXIAL CABLE
—	ANTENNA
▲	ANTENNA MARK NO.
⊕	CENTRINE
[E]	DE-ST-NC
[N]	NEW
W/	WITH
PRO	PROVIDED BY OWNER
11/17/05	DIGITAL NUMBER
11/17/05	SHEET NUMBER
11/17/05	VERIFY IN FIELD

NOTE:
POLE FOUNDATION SHALL BE
DESIGNED BY OTHERS &
APPROVED BY LICENSED
ENGINEER.

VOICESTREAM WIRELESS

19807 NORTH CREEK PARKWAY NORTH, BOTHELL, WA 98011

2005-11-01-05

DATE: 11-01-05

DESIGN BY: JMK

CHECKED BY: MNI

REVISIONS:

NO.	DESCRIPTION	DATE
1	ISSUED FOR PERMIT	11/17/05
2	ISSUED FOR PERMIT	11/17/05

SITE NUMBER: SE-6115-C

SHANE PARK

RD # 4 S. ST.

PORT ANGELES, WA

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