

AMENDMENT NO. 2 – VERIZON LEASE AT EDUCATION HILL

DATED: [____], 20__ (“Effective Date”)

BETWEEN: CITY OF REDMOND, a Washington municipal corporation

AND: Seattle SMSA Limited Partnership d/b/a Verizon Wireless

By written Lease dated **January 14, 2016**, and Amendment 1, dated May 31, 2022, City of Redmond (hereinafter referred to as “City”), and **Seattle SMSA Limited Partnership d/b/a Verizon Wireless** (“Lessee”), executed a lease for wireless telecommunication facilities on and adjacent to the Education Hill Water Storage Facility located at **17100-104th Street, Redmond Washington** (hereinafter referred to as the “**Facility**”). The parties hereby agree to amend the Lease consistent with the terms contained in this Amendment No. 2 (“**Amendment**”) as follows.

RECITALS

WHEREAS, Lease expires on May 31, 2026; and

WHEREAS, Lessee desires to extend its lease term for additional five-year periods; and

WHEREAS, Lessee and the City now wish to amend the terms of the Lease to modify the use of the Facility as set forth herein.

NOW, THEREFORE, the City and Lessee agree as follows:

AGREEMENT

1. Specific Terms.

a. References.

Except as otherwise expressly set forth in this Second Amendment, all references to Sections and/or Exhibits are the Section and/or Exhibits as set forth in the Lease.

b. Amendment to Section 12 – Term.

Section 12 is deleted and replaced by the following:

The revised lease commencement date will be January 1, 2026. The term of the Lease (“Term”) is hereby amended and extended for two 5-year periods, commencing January 1, 2026, and ending December 31, 2035.

At the end of the second five-year period, Landlord hereby grants the Tenant the option (“Option”) to extend the Term of the Lease for up to four (4) additional periods of five (5) years each (“Option Periods”).

Tenant shall make a request at least one hundred twenty (120) days in advance of the end of the current term to exercise an option. The Landlord shall be deemed to have accepted the request, and the Lease shall be automatically extended without further action of the parties unless the Landlord shall give written notice to the Tenant at least ninety (90) days prior to the end of the Term stating that the Landlord elects not to accept the Option.

c. Amendment to Section 23 – Insurance.

Section 23 – Insurance is deleted and replaced by the following:

Section 23 – Insurance.

Lessee shall procure and maintain for so long as Lessee has its Telecommunication Facilities on the Property, insurance against claims for injuries to persons, death, or damages to property which may arise from or in connection with the exercise of the rights, privileges and authority granted hereunder to Lessee, its agents, representatives, or employees. Lessee shall require that every subcontractor maintain substantially similar insurance coverage with substantially similar policy limits as required of Lessee. Lessee shall provide an insurance certificate from insurers with a current A.M. Best rating of not less than A:XII, together with an endorsement copy listing the City, its officers, elected and appointed officials, agents, employees, representatives, engineers, consultants and volunteers as additional insureds, under the Commercial General Liability, Automobile Liability and Comprehensive Form policies and shall provide to the City for its inspection prior to the commencement of any work or installation of any facilities pursuant to this Lease, such insurance certificate which shall evidence:

- A.** Commercial general liability insurance, inclusive of umbrella, written on an occurrence basis with limits not less than:
 - i. \$5,000,000.00 for bodily injury or death to each person;
 - ii. \$2,000,000.00 for property damage resulting from any one accident;
and
 - iii. \$2,000,000.00 for all other types of liability
- B.** Automobile liability for owned, non-owned and hired vehicles with a limit of \$2,000,000.00 for each person and \$2,000,000.00 for each accident;

- C. Worker's compensation within statutory limits and employer's liability insurance with limits of not less than \$1,000,000.00; and
- D. Comprehensive Form premises-operations, explosions and collapse hazard, and products completed hazard with limits of not less than \$2,000,000.00.
- E. Umbrella or excess liability insurance in the amount of \$10,000,000.00.
- F. The liability insurance policies required by this Section shall be maintained by Lessee throughout the term of this Lease, and such other period of time during which Lessee is operating without a Facilities Lease or is engaged in the removal of its Telecommunications Facilities. Failure to maintain such insurance shall be grounds for Lease cancellation. Payment of deductibles and self-insured retentions shall be the sole responsibility of Lessee and must be declared to and approved by the City. The insurance certificate required by this Section shall contain a clause stating that coverage shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability. Lessee's insurance shall be primary insurance with respect to the City, its elected and appointed officers, officials, employees, agents, representatives, engineers, consultants, and volunteers. Any insurance maintained by the City, its elected and appointed officers, officials, employees, consultants, agents, representatives, engineers, and volunteers shall be in excess of Lessee's insurance and shall not contribute with Lessee's insurance. Lessee's maintenance of insurance shall not be construed to limit the liability of Lessee to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or equity. Further, Lessee's maintenance of insurance policies required by this Lease shall not be construed to excuse unfaithful performance by Grantee.
- G. In addition to the coverage requirements set forth in this Section, Lessee must notify the City of any cancellation or reduction in said coverage. Within thirty (30) days after receipt by the City of said notice, and in no event later than fifteen (15) days prior to said cancellation or intent not to renew, Lessee shall obtain and furnish to the City a replacement insurance certificate meeting the requirements of this Section.

d. **Amendment to Section 39 – Notice.**

Any notice or information required or permitted to be given to the parties under this Lease may be sent to the following addresses unless otherwise specified:

For City:
City of Redmond
Real Property – Finance Dept.
MS 3NFN
PO Box 97010
Redmond, Washington 98073-9710

Email: realproperty@redmond.gov

For Lessee:
Seattle SMSA Limited Partnership
DBA Verizon Wireless
Attn: Network Real Estate
180 Washington Valley Rd
Bedminster NJ 07921

Email:

2. **General Terms.**

- a. **Full Force and Effect.** Except as specifically set forth in this Amendment, all terms and conditions of the Lease will remain in full force and effect as written.
- b. **Authority.** Each of the parties represent and warrant that they have the right, power, legal capacity, and authority to enter into and perform their respective obligations under this Amendment.
- c. **Counterpart.** This Amendment may be executed in duplicate counterparts, each of which shall be deemed on original.
- d. **Capitalized Terms.** Unless defined differently herein, all capitalized terms in this Amendment have the same meaning as in the Lease.
- e. **Section References.** Except as otherwise expressly set forth in this Amendment, all references to sections are the sections as set forth in the Lease.
- f. **Binding Effect.** This Amendment shall be binding on the parties, and their respective successors and assigns. This Amendment was negotiated by the parties with legal representation, and any rule of construction or interpretation otherwise requiring this Amendment to be construed or interpreted against a party shall not apply.
- g. **Further Action.** The parties shall execute and timely deliver all documents, provide all information, and take all actions as may be necessary or appropriate to achieve the purposes of this Amendment.
- h. **Severability.** If any one or more provisions of this Amendment is held by a court of competent jurisdiction to be unconstitutional or invalid, that decision shall not

affect the validity of the remaining portion(s) of this Amendment and the remainder shall remain in full force and effect.

- i. **Recitals.** The recitals to this Amendment are material to the terms and conditions of this Amendment. The parties acknowledge the accuracy of the information recited therein and incorporate said information as part of this Amendment.

CITY OF REDMOND

Seattle SMSA Limited Partnership d/b/a
Verizon Wireless, _____ a limited
liability company

By: _____

By: _____

Name: Angela Birney

Name: _____

Title: Mayor

Title: _____

Date: _____

Date: _____

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

I certify that I know or have satisfactory evidence that ANGELA BIRNEY is the person who appeared before me, and that he/she acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as the MAYOR of the CITY OF REDMOND to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated this _____ day of _____, 20__.

Notary Signature: _____

Printed Name: Cheryl D. Xanthos

Notary Public for the State of Washington

Residing In: _____

My Commission Expires: _____

STATE OF _____)
) ss.
COUNTY OF _____)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and that he/she acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as the _____, of _____ to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated this _____ day of _____, 20__.

Notary Signature: _____

Printed Name: _____

Notary Public for the State of Washington

Residing In: _____

My Commission Expires: _____