

TELECOMMUNICATIONS FACILITIES LEASE AGREEMENT

THIS TELECOMMUNICATIONS FACILITIES LEASE AGREEMENT (this “**Lease**”) is dated and made effective as of the last party to sign (“Effective Date”) by and between the **City of Redmond** (“City”), a Washington municipal corporation, and **Crown Castle GT Company LLC** (“**Lessee**”), a Delaware limited liability company, having a place of business at 2000 Corporate Drive, Canonsburg, Pennsylvania 15317, collectively the “parties”, pursuant to Chapter 12.14 of the Redmond Municipal Code (“**RMC**”) and for the mutual benefits to be derived.

RECITALS

WHEREAS, the parties previously executed a Facilities Lease for Telecommunications Facilities dated June 19, 1998 (“**Original Agreement**”), for the lease of a certain portion of real property located at Redmond Fire Station No. 14 (“**Facility**”) located at 5021 264th Avenue NE, Redmond, Washington 98053 (“**Property**”), for the purpose of Lessee constructing, maintaining, managing, and operating a wireless communication tower, which will expire on June 18, 2023.

NOW, THEREFORE, in consideration of the City consenting to Lessee to continue operating a wireless telecommunications facility on the Premises, together with other good and valuable considerations as set forth herein, as well as the promises contained herein, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Location of Facilities

Telecommunications Facilities, as defined in Section 2 below, are located on a portion of the Property (“Premises”), as legally described in **Exhibit A**, further described in **Exhibit B**, and as illustrated by the site plans in **Exhibit C**, all of which are attached and incorporated by this reference, for the purposes of providing a wireless communications system.

2. Authority Granted

Lessee is hereby authorized to operate Lessee’s Telecommunications Facilities, install necessary supporting equipment, and construct necessary improvements at the Property, subject to Lessee obtaining required development permits and authorizations from the City and King County. Subject to non-substantive changes resulting from the development review process(es), the original and any subsequent installation of ground space equipment, Lessee’s facilities and supporting equipment and improvements (collectively, the “**Telecommunications Facilities**”), shall be no more extensive than, and substantially in compliance with the written descriptions as contained in **Exhibit B** and **Exhibit C**. No substantive expansions, additions to or modifications or relocation of any of the described and depicted Telecommunications Facilities shall be permitted without Lessee first having received prior authorization from the City through an amendment to this Lease. Written determination by the City granting or denying any proposed amendment to this Lease shall not be unreasonably withheld, conditioned, or delayed. The City may charge additional rent if the ground space or number of antennas is increased in any such amendment.

3. Rights Granted

Nothing contained within this Lease shall infringe upon the City's right to use the Property upon which Telecommunications Facilities are installed for any purposes the City shall so desire. Further, nothing contained herein shall convey any ownership right, privilege, title, or interest in the Property to Lessee. This Lease merely authorizes Lessee to use and occupy that portion of the Property, as depicted in **Exhibit C** (Site Plans), for the limited purposes stated herein. This Lease shall not be deemed to constitute any warranty of title.

4. Installation and Removal of Lessee's Improvements

All improvements installed by Lessee, excluding Lessee's Telecommunications Facilities, but including buildings, landscaping and all other affixed improvements shall become the property of the City upon expiration or termination of this Lease if not removed by Lessee within ninety (90) days after expiration of this Lease and Lessee shall, within thirty (30) days of written request, execute any documents to further confirm conveyance of title if so requested by the City. Provided, however, that the City may require Lessee to remove the same at its sole cost and expense within ninety (90) days after the termination or expiration of this Lease. In the event the City requires Lessee to remove any such improvements, the same shall be accomplished within ninety (90) days after notice from the City to Lessee of the requirement of removal. During installation and removal of Telecommunications Facilities, Lessee shall comply with RMC Chapter 6.36. Prior to the commencement of installation or removal construction, Lessee shall obtain approval of its landscaping and construction plans from the City, and, if necessary, a Right-of-Way Use Permit pursuant to RMC Section 12.14.810, which approval will not be unreasonably withheld or delayed.

5. Access

Lessee shall have at all times the right of ingress and egress to and from the Premises, over and across the City's property adjacent to the Premises; provided however, that such right will not in any manner unreasonably interfere with the City's use of the Property or adjacent property, and this right of ingress and egress shall terminate ninety (90) days after the termination or expiration of this Lease. However, except in the event of emergency as specified in Section 7, Lessee shall give three (3) days' advance written notice to the City prior to commencement of any maintenance or repair of its Telecommunications Facilities located upon the Premises. Provided further, that access to a secured site shall be coordinated at least seventy-two (72) hours in advance through the Parks and Recreation Department during regular business hours and the Redmond Police Department at all other times. For the purposes of this Section, a "secured site" shall mean any site which is gated, fenced, locked, or which otherwise has physically limited or restricted access imposed by the City.

The City shall, upon request of Lessee, provide a list of emergency telephone numbers known to the City of the other lessees at the Facility site.

6. City Work

If at any time the City determines that the Premises must be entered to perform work and the work to be performed is in an area near or adjacent to the Telecommunications Facilities, upon request by the City, Lessee shall shut down portions of the Telecommunications Facilities that are

in close proximity to the City's work in accordance with applicable law for the duration that personnel will be performing work near or adjacent to the Telecommunications Facilities. The City will endeavor to contact Lessee at least five (5) working days in advance of any scheduled work which will require a shutdown request. The parties will use good faith efforts to coordinate their schedules, to minimize the down time for the Telecommunications Facilities, and to schedule the down time outside of Lessee's customers' peak periods of usage if it is reasonable to do so under the circumstances.

7. Emergency Work

In the event of any emergency at the Premises, the City shall notify the Lessee of the need to shut off power to the Telecommunications Facilities. Lessee shall ensure that the Telecommunications Facilities are properly labeled to include an emergency contact phone number, which is readily accessible to the City. The City will endeavor to notify Lessee as soon as possible of any emergency that requires Lessee to turn off the Telecommunications Facilities.

In the event of any emergency in which any of the Telecommunications Facilities located in, above, or under any public way or City-owned property breaks, are damaged, or if Lessee's construction area is otherwise in such a condition as to immediately endanger the property, life, health, or safety of any individual, Lessee shall immediately take the proper emergency measures to repair its facilities, to cure or remedy the dangerous conditions for the protection of property, life, health, or safety of individuals without first applying for and obtaining any permit or other authorization as required by this Lease. However, this shall not relieve Lessee from the requirement of notifying the City of the emergency work and obtaining any permits necessary for this purpose after the emergency work. Lessee shall notify the City by telephone immediately upon learning of the emergency or as soon thereafter as reasonably practicable and shall apply for all required permits not later than the second succeeding day during which the Redmond City Hall is open for business.

8. Dangerous Conditions, Authority for City to Abate

Whenever construction, installation, or excavation of the Telecommunications Facilities authorized by this Lease has caused or contributed to a condition that appears to substantially impair the lateral support of the adjoining public way, street, or public place, or endangers the public, street, utilities, or City-owned property, the Parks Director or their respective designee may direct Lessee, at Lessee's own expense, to take reasonable action to protect the public, adjacent public places, City-owned property, streets, utilities, and public ways. Such action may include compliance within a prescribed time in accordance with this lease.

In the event that Lessee fails or refuses to promptly take the actions directed by the City, or fails to fully comply with such directions, or if emergency conditions exist which require immediate action, the City may enter upon the property and take such actions as are reasonably necessary to protect the public, the adjacent streets, utilities and public ways, to maintain the lateral support thereof, or actions regarded as necessary safety precautions; and Lessee shall be liable to the City for the costs thereof. The provisions of this Section shall survive the expiration, revocation, or termination by other means of this Lease for so long as the Telecommunications Facilities are on the Premises.

9. Term and Renewal

The term of this Lease commences on June 19, 2023. The rights granted under this Lease shall have a term of five (5) years (“**Initial Term**”).

After the Initial Term, unless the City gives written notice to Lessee that a renewal application will be required, or that this Lease will not be renewed or extended by the City, such notice being received at least one hundred twenty (120) days prior to the end of this Lease’s current term, Lessee shall have the right to extend this Lease for additional five (5) year terms (each a “Renewal Term”), the additional successive Renewal Terms shall be deemed to have occurred automatically without action by either party. Either party shall have the right to not renew for any Renewal Term by providing written notice to the other party at least one hundred twenty (120) days prior to expiration of the then-current Initial Term or any Renewal Term. If, at least one hundred twenty (120) days prior to the expiration of the second Renewal Term, the City gives written notice to Lessee that a renewal application will be required, if Lessee desires to renew this Lease, then Lessee shall file an application for renewal at least thirty (30) days before expiration of this Lease. The renewal application shall include the following:

- A. The information required pursuant to RMC Section 12.14.300;
- B. Any information required pursuant to this Lease;
- C. All deposits or charges required pursuant to RMC Chapter 12.14; and
- D. The renewal fee required for filing a telecommunications lease application to recover City costs.
- E. Recognizing that the City is under no obligation to grant a renewal of this Lease, the City shall consider and take action on renewal applications within one hundred twenty (120) days after receiving a complete application. When such action is taken the City shall issue a written determination denying, granting, or granting with conditions that are reasonably necessary to ensure compliance with RMC Chapter 12.14 or any other such criteria as the City Council may choose to apply. This Lease may not be renewed by the City if there has been an uncured breach of this Lease during the preceding term and shall not be renewed until any ongoing violations or defaults in Lessee’s performance of this Lease or of the requirements of RMC Chapter 12.14 and any other lawful applicable regulations relating to the use and management of City property, have been cured, or a plan detailing the corrective action to be taken by Lessee has been approved by the City.

10. Consideration

The annual rental fee (“Annual Rent”) for the Premises shall be **Thirty-Four Thousand One Hundred Eighty-Five and No/100 Dollars (\$34,185.00)** per year, plus applicable leasehold tax, except as modified below.

10.1. First Year Rent

In the first year of this Lease, Annual Rent shall be paid in full within thirty (30) days after the Effective Date of this Lease. Annual Rent for each year after the first shall be paid in full each year on or within thirty (30) days after June 19th.

10.2. Annual Escalation

After the first year, the Annual Rent shall be increased by the greater of four percent (4%) or the published CPI-U for Seattle-Tacoma-Bellevue, April reporting month, available from the United States Bureau of Labor Statistics, or its equivalent, and rounded upward to the nearest \$10.00. The City will provide an invoice showing prior year rate, escalation rate, calculated rent increase, rent due, leasehold tax due, and total amount invoiced.

10.3. Late Fees

Any Annual Rent payment received more than thirty (30) days after its due date shall include a late payment penalty at the lesser of five percent (5%) per month, or the highest rate permitted by law, of the outstanding balance, provided; however, the City agrees to provide written notice to Lessee before assessing a late payment penalty and that no late payment penalty shall apply if Lessee makes such payment within five (5) business days after receipt of such notice.

10.4. Renegotiation of Financial Consideration

Should Lessee request to renegotiate the financial consideration of this Lease after the commencement of the Initial Term, Lessee shall pay the City a renegotiation fee equal to six (6) months of the then current Annual Rent. This provision shall not apply should there be a need to change the rent due to a change in the leasehold area to change the equipment installed on the Premises by Lessee or subtenants.

11. Licenses, Fees, and Taxes

Prior to constructing any improvements upon the Premises, Lessee shall obtain a business license from the City pursuant to RMC Chapter 5.04 and submit a Telecommunications Business Registration as required by RMC Section 5.75.030. Further, Lessee shall pay promptly, and before they become delinquent, all taxes on all merchandise, personal property and improvements owned or placed by Lessee on the Premises; shall pay all license fees and public utility charges related to the conduct of Lessee's business on the Premises; shall pay for all permits, licenses and zoning approvals relating to the conduct of business on the Premises by Lessee; shall pay the leasehold tax levied by RCW Chapter 82.29A and RMC Chapter 3.34, unless documentation of exemption is provided to the City; and shall pay any other tax, including utility taxes and business license fees imposed by the City on the Telecommunications Facilities provided that such taxes and fees are consistently applied to other similar tenants and uses.

12. Reimbursement of City Expenses

Lessee shall be subject to all review, inspection, supervision, and permit fees associated with activities undertaken through the authority granted in this Lease or under the laws of the City.

Where the City reasonably incurs costs and expenses in connection with the preparation of this Lease or amendments to this Lease with Lessee including but not limited to attorneys, consultants, City Staff, and the City Attorney's Office that exceed the lease application fee, Lessee shall reimburse the City directly for any and all reasonable costs after receiving an invoice documenting said costs and expenses in sufficient detail to demonstrate that they were reasonably related to the preparation of this Lease.

In addition to the above, Lessee shall promptly reimburse the City for any and all costs the City reasonably incurs in response to any emergency caused by the Telecommunications Facilities.

Lessee shall, within thirty (30) days after written demand, reimburse the City upon submittal by the City of an itemized billing by project of costs associated with Lessee's proportionate share of all actual, identified expenses reasonably incurred by the City in planning, constructing, installing, repairing, altering, or maintaining any City facility as the result of the presence of Lessee's Telecommunications Facilities. Such costs and expenses shall include but not be limited to Lessee's proportionate cost of City personnel assigned to oversee or engage in any work.

The time of City employees shall be charged at their respective rate of salary, including overtime if applicable, plus benefits and overhead. Any other costs will be billed proportionately on an actual cost basis. All billings will be itemized so as to specifically identify the costs and expenses for each project for which the City claims reimbursement pursuant to Section 12. A charge for the actual costs incurred in preparing the billing may also be included in said billing. The billing may be on an annual basis or sooner, but the City shall provide Lessee with the City's itemization of costs at the conclusion of each project for information purposes. Lessee shall be entitled to a credit for amounts paid with its application.

13. Utilities

Lessee shall provide its own utility services, either by agreement between Lessee and existing user or users, or by obtaining a separate meter for electricity or other utilities to be placed in Lessee's name.

13.1. Utility Easement

The City agrees to grant Lessee a utility easement on the Property to serve the Telecommunications Facilities, if such an easement is necessary. However, the location of any such utility easement shall require the City's written approval and consent. Such approval by the City should not be unreasonably withheld, conditioned, or delayed. The City hereby approves of the utility plans described in Exhibit B, and as illustrated by the site plans in Exhibit C, all of which are attached and incorporated by this reference.

13.2. Utility Service Changes

Any expansion, relocation, or change of a utility service serving the Telecommunications Facilities shall require review, approval, and written consent of the City. Written consent may be in the form of an amendment to this Lease, establishment of an easement(s), and/or permission by license or permit, for use of the Premises, if not anticipated by this Lease. Approval by the City

of an amendment, permission, license, or permit should not be unreasonably withheld, conditioned, or delayed.

14. City's Collocation

City shall have the right to collocate wireless communications equipment at the wireless communications facility (the "Facility") located on the Premises solely for City's use in connection with police, fire, rescue, and emergency broadcasting systems, if space is available and subject to the provisions of this Section. City's written request to collocate shall be submitted to Lessee along with the information usually required by Lessee (the "Collocation Request"). Lessee, in its sole discretion, shall determine the availability of space at the Facility and send City written notice regarding such availability. If City exercises its right to collocate pursuant to this Section, City shall execute and deliver to Lessee the Tower License Agreement template in use at that time. City and Lessee agree to expeditiously execute said Tower License Agreement in the form presented. Lessee agrees that City shall be entitled to utilize the Facility without paying a Basic Monthly Consideration as defined in the Tower License Agreement.

15. Business Purpose

Lessee shall conduct and carry on in the Facility only the business for which the Telecommunications Facility is leased and shall not use the Facility for any additional or illegal purposes. Lessee agrees that no stock of goods will be carried, or anything done in or about the Facility which will increase the present rate of insurance.

16. Alterations

As provided in Section 2 hereof, Lessee shall not make any substantive expansions, material alterations, additions, relocation, modification, or improvements to said Premises without the prior review and authorization from the City through an amendment to this Lease. Lessee shall submit to the City a written request for any change and any supplemental materials as may be requested for the City's evaluation and approval. The City shall have thirty (30) days after receipt of all requested materials in which to respond to such request. All modifications to the Telecommunications Facilities requires a lease amendment; provide that lease amendments for substantive changes shall be reviewed and approved or denied by the City Council, while lease amendments for non-substantive changes shall be reviewed and approved or denied by the Parks Director or designee.

17. Lights, Signs and Symbols

All lights, signs or symbols placed on the Telecommunications Facility by Lessee shall be subject to the prior approval of the City, which approval should not be unreasonably withheld, conditioned, or delayed, provided that the City approval shall not be required for signs required by law. In the event Lessee shall place lights, signs or symbols on the Premises in locations which were not approved by the City during the plan review, , except those required by law that do not require approval, the City may demand the immediate removal of such lights, signs or symbols, and the refusal of Lessee to comply with such demand within a period of seventy-two (72) hours after receipt of written notice will constitute a breach of this Lease, thereby entitling the City to remove the lights, signs or symbols and seek reimbursement from Lessee pursuant to Section 12

above. Any lights, signs or symbols placed upon the Premises shall be so placed upon the understanding and agreement that Lessee will remove the same within ninety (90) days after the termination or expiration of this Lease and repair any resulting damage or injury to the Premises. If such lights, signs, or symbols are not so removed upon termination by Lessee, then the City may have the same removed at Lessee's expense.

18. Compliance with All Applicable Laws

Lessee agrees to comply with all present and future federal, state, and local laws, ordinances, rules, and regulations in connection with its construction on the Premises or Property, its use of the Premises or Property, and in performing any and all work upon the Premises or Property. This Lease is subject to ordinances of general applicability enacted pursuant to the City's police powers. Lessee further agrees to save and hold the City harmless from damage, loss or expense arising out of the said use or work, unless caused by the City's sole negligence or misconduct, and to remove all liens or encumbrances arising as a result of said use or work. Lessee shall, at its own expense, maintain the Premises and the Telecommunications Facilities in a safe condition, in good repair and in a manner reasonably suitable to the City. Lessee further agrees to monitor for fire, smoke, intrusion, and A/C power failure on the Premises. Additionally, Lessee shall keep the Premises and Property 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 City services. Lessee shall have sole responsibility for the maintenance, repair and security of its equipment and leasehold improvements, and shall keep the same in good repair and condition during the Lease term.

19. Permits and Licenses

This Lease is for operating and maintaining an existing telecommunication facility. In the event that Lessee desires to make substantive changes to the existing facility, an Amendment to the Lease will be necessary, along with the Lessee obtaining all required governmental permits, licenses, and approvals on the Premises prior to commencing construction of any new or additional Telecommunications Facilities until commencement of this Lease or amendments, and issuance of all necessary governmental permits, licenses, and approvals. If Lessee is unable to obtain such permits, licenses and approvals, Lessee choose to cancel the amendment and continue to operate the facility as is, or may cancel this Lease and obtain a pro rata refund of any rents paid without further obligation by giving thirty (30) days prior written notice to the City. Any holding over after the expiration of the term thereof, with the consent of the City, shall be construed to be a tenancy from month to month and shall otherwise be on the terms, covenants and conditions herein specified. Lessee accepts the Premises in the condition existing as of the Effective Date. The City makes no representation or warranty with respect to the condition of the Premises and the City shall not be liable for any latent or patent defect in the Premises.

20. Cancellation

In the event that Lessee determines that the Premises is unsuitable for the intended purpose based upon initial or future engineering or technological requirements, Lessee reserves the right to cancel this Lease upon one hundred twenty (120) days' written notice to the City, unless a different notice period is specified elsewhere in this Lease. In such event, no prepaid rent shall be

refundable and Lessee's rights and obligations, except for restoration, as specified in Section 41, indemnification, as specified in Section 24, and maintenance of insurance, as specified in Section 23, and removal of all liens and encumbrances as specified in Section 18 shall cease.

21. Interference

The City may have previously entered into leases with other lessees that predate the Original Agreement ("senior lessees") to lease space on the Property for senior lessees' equipment and antenna facilities. Lessee acknowledges that the City is leasing the Property for the purposes of transmitting and receiving telecommunication signals from the Premises. The City, however, is not in any way responsible or liable for any interference with Lessee's use of the Premises which may be caused by the use and operation of City-operated electronics equipment or any senior lessee's electronics equipment, even if caused by new technology. In the event that any senior lessee's activities or electronics equipment existing as of the Effective Date of this Lease interfere with Lessee's use of the Premises, and Lessee cannot work this interference out with the other senior lessees, Lessee may, upon thirty (30) days' notice to City, terminate this Lease and restore the Premises and Property to its original condition, reasonable wear and tear excepted and subject to complying with Section 20 and the Sections referenced therein. In such event, Lessee shall be entitled to a pro rata refund of all pre-paid rent. Lessee shall cooperate with all other users to identify the causes of and work towards the resolution of any electronic interference problem. In addition, Lessee agrees to eliminate any interference caused to City facilities or to radio or television equipment or surrounding residences in the vicinity of the subject property by Lessee's facilities at Lessee's own expense and without imposition on City equipment. The City has the right to grant rights for use of other telecommunications facilities on the Property and the City agrees that it will use reasonable efforts to protect Lessee from interference from subsequent users of the Property through appropriate lease terms.

22. Relocation of the Telecommunications Facilities

Within one hundred twenty ninety (120) days following written notice from the City, Lessee shall, at its own expense, temporarily remove, relocate, change or alter the position of the Telecommunications Facilities upon the Property whenever the Parks Director or their respective designee shall have determined that such removal, relocation, change or alteration is reasonably necessary for construction, alteration, repair, maintenance, installation, or improvement for the operations of the City or other governmental entity in or upon the Property. Any removal, relocation, change or alternations shall be at Lessee's own expense. When such a notice is given by the City, the City shall grant a lease amendment without further application; provided, however that a fee for the review and approval of the alternative location and/or relocation back to the Premises shall be assessed to, and paid by, Lessee. In the event that a suitable alternative location for the Telecommunications Facilities cannot be located, Lessee shall have the right to terminate this Lease upon thirty (30) days written notice to the City and shall be entitled to a pro rata refund of all pre-paid rent and subject to complying with Section 20, 21 and the Sections referenced therein. Notwithstanding the foregoing, the City agrees that relocation or temporary removal shall not be required more than one (1) time during any five (5) year period unless required in the event of an emergency.

23. Insurance

Lessee shall carry and maintain for so long as Lessee has Telecommunications 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, 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:
 - (1) \$2,000,000.00 for bodily injury or death and for property damage resulting from any one accident; and
 - (2) \$2,000,000.00 general aggregate.
- B. Automobile liability for owned, non-owned and hired vehicles with a limit of \$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.
- D. Umbrella or excess liability insurance in the amount of \$10,000,000.00.
- E. The liability insurance policies required by this Section shall be maintained by Lessee throughout the term of this Lease, and extending through the term when the Lessee 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 Lessee.

- F. 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.

24. Indemnification and Waiver

- A. Lessee hereby releases, covenants not to bring suit and agrees to indemnify, defend, and hold harmless the City, its elected and appointed officers, officials, employees, agents, engineers, consultants, volunteers, and representatives from any and all claims, costs, judgments, awards, or liability to any person arising from injury, sickness, or death of any person or damage to property:
- (1) For of which the negligent acts or omissions of Lessee, its agents, servants, officers, or employees in performing the activities authorized by this Lease are the proximate cause;
 - (2) By virtue of Lessee's exercise of the rights granted herein;
 - (3) By virtue of the City's permitting Lessee's use of the City's public ways or other public property;
 - (4) Based upon the City's inspection or lack of inspection of work performed by Lessee, its agents and servants, officers, or employees in connection with work authorized on the Facility or property over which the City has control, pursuant to this Lease or pursuant to any other permit or approval issued in connection with this Lease;
 - (5) Arising as a result of the negligent acts or omissions of Lessee, its agents, servants, officers or employees in barricading, instituting trench safety systems or providing other adequate warnings of any excavation, construction, or work upon the Facility, in any public way, or other public place in performance of work or services permitted under this Lease; and
 - (6) Based upon radio frequency emissions or radiation emitted from Lessee's equipment located upon the Facility, regardless of whether Lessee's equipment complies with applicable federal statutes and/or FCC regulations related thereto.
- B. Lessee's indemnification obligations pursuant to Subsection A of this Section shall include assuming potential liability for actions brought against the City by Lessee's own employees and the employees of Lessee's agents, representatives, contractors, and subcontractors even though Lessee might be immune under Title 51 RCW from

direct suit brought by such an employee. It is expressly agreed and understood that this assumption of potential liability for actions brought by the aforementioned employees is with respect to claims against the City arising by virtue of Lessee's exercise of the rights set forth in this Lease. The obligations of Lessee under this Subsection B have been mutually negotiated by the parties hereto, and Lessee acknowledges that the City would not enter into this Lease without Lessee's waiver thereof. To the extent required to provide this indemnification and this indemnification only, Lessee waives its immunity under Title 51 RCW as provided in RCW 4.24.115.

- C. Inspection or acceptance by the City of any work performed by Lessee at the time of completion of construction shall not be grounds for avoidance of any of these covenants of indemnification. Provided that Lessee has been given prompt written notice by the City of any such claim, said indemnification obligations shall also extend to claims which are not reduced to a suit and any claims which may be compromised prior to the culmination of any litigation or the institution of any litigation. In the event any action or proceeding shall be brought against the City resulting from Lessee's operations hereunder, Lessee shall, at Lessee's sole cost and expense, resist and defend the same provided, however, that the Lessee shall not admit liability in any such matter on behalf of the City without the written consent of City. Nothing herein shall be deemed to prevent the City from cooperating with Lessee and participating in the defense of any litigation with the City's own counsel at the City's sole cost and expense. The City has the right to defend or participate in the defense of any such claim, and has the right to approve any settlement or other compromise of any such claim.
- D. In the event that Lessee refuses the tender of defense in any suit or any claim, said tender having been made pursuant to this Section, and said refusal is subsequently determined by a court having jurisdiction (or such other tribunal that the parties shall agree to decide the matter), to have been a wrongful refusal on the part of Lessee, then Lessee shall pay all of the City's costs for defense of the action, including all reasonable expert witness fees, reasonable attorneys' fees, the reasonable costs of the City, and reasonable attorneys' fees of recovering under this Subsection.
- E. The obligations of Lessee under the indemnification provisions of this Section shall apply regardless of whether liability for damages arising out of bodily injury to persons or damages to property were caused or contributed to by the concurrent negligence of the City, its officers, agents, or employees. The provisions of this Section, however, are not to be construed to require Lessee to hold harmless, defend or indemnify the City as to any claim, demand, suit, or action which arises out of the sole negligence or misconduct of the City or its employees, agents, tenants, representatives, or invitees. In the event that a court of competent jurisdiction determines that this Lease is subject to the provisions of RCW 4.24.115, the parties agree that the indemnity provisions hereunder shall be deemed amended to provide that Lessee's obligation to indemnify the City hereunder shall extend only to the extent of Lessee's negligence.

- F. Notwithstanding any other provisions of this Section, Lessee assumes the risk of damage to its Telecommunications Facilities located in the public ways and upon City-owned property from activities conducted by the City, its officers, agents, employees, and contractors, except to the extent any such damage or destruction is caused by or arises from the sole negligence, any willful or malicious action on the part of the City, its officers, agents, employees, representatives, or contractors. Lessee releases and waives any and all such claims against the City, its officers, agents, employees, and contractors. Lessee further agrees to indemnify, hold harmless and defend the City against any claims for damages, including, but not limited to, business interruption damages and lost profits, brought by or under users of Lessee's Telecommunications Facilities as the result of any interruption of service due to damage or destruction of Lessee's Telecommunications Facilities caused by or arising out of activities conducted by the City, its officers, agents, employees, except to the extent any such damage or destruction is caused by or arises from the sole negligence or any willful or malicious actions on the part of the City, its officers, agents, employees, representatives, or contractors.
- G. The provisions of this Section shall survive the expiration, revocation, or termination of this Lease.

25. Covenant Not to Bring Suit

The rents, fees, and other in-kind compensation, if any, provided for in this Lease are a result of mutual negotiations between the parties. Lessee acknowledges and covenants not to bring suit with respect to the amount of said rents, fees or in-kind compensation seeking to recover all or any portion of the same, and hereby waives any and all such claims against the City and its elected or appointed officials and releases the City and its elected or appointed officials from any and all claims solely related to payment of rents, fees and/or in-kind services provided for under this Lease.

26. Restoration Bond

Before undertaking any of the work, installation, improvements, construction, repair, relocation, or maintenance authorized by this Lease, Lessee shall furnish a performance bond written by a corporate surety acceptable to the City equal to at least one hundred fifty percent (150%) of the estimated cost of completing or removing the Telecommunications Facilities and other improvements and restoring the public ways and City-owned property to its pre-construction condition ordinary wear and tear excepted. Said bond shall be required to remain in full force until sixty (60) days after completion of the construction and/or improvements and shall warrant all such restoration work for a period of one (1) year. The purpose of this bond is to guarantee completion or removal of the Telecommunications Facilities which are partially completed and/or non-conforming and other improvements installed by Lessee and to fully restore the public ways and City-owned property to its pre-construction condition ordinary wear and tear excepted.

27. Security Fund

Before undertaking any of the work, installation, improvements, construction, repair, relocation or maintenance authorized by this Lease, Lessee shall establish a permanent security fund in the amount of Fifty Thousand and 00/100 Dollars (\$50,000.00) with the City to guarantee the full and complete performance of the requirements of this Lease, the requirements of RMC Chapter 12.14, and to guarantee payment of any costs, expenses, damages, or loss the City pays or incurs, including civil penalties, because of any failure attributable to Lessee to comply with the codes, ordinances, rules, regulations, or permits of the City. Prior to withdrawal of any funds from the security fund, the City shall comply with the provisions of RMC Section 12.14.640 as that section presently exists or is hereafter amended. Provided that Lessee may provide, in lieu of a cash security deposit to the City, an unconditional letter of credit made out to the City, or bond, in the amount of Fifty Thousand and 00/100 Dollars (\$50,000.00) to secure performance under this Lease. The letter of credit shall be in a form acceptable to the City Attorney.

28. Incorporation of RMC Chapter 12.14

RMC Chapter 12.14, as it now exists or may hereafter be amended, is hereby incorporated in full by this reference. In the event any provision of this Lease conflicts with the provisions of RMC Chapter 12.14, the provisions of this Lease shall prevail.

29. Holdover

Within ninety (90) days after this Lease expires, or is revoked or terminated for any cause, Lessee shall remove the Telecommunications Facilities from the Premises and Property. If Lessee shall, with the written consent of the City, holdover after the expiration of the term of this Lease, the holdover tenancy shall be on a month-to-month basis, which tenancy may be terminated by the provision of thirty (30) days advance written notice by the party seeking termination of the tenancy to the other party. During such tenancy, Lessee agrees to pay the City the annual rate of rental, prorated on a monthly basis, and further agrees to be bound by all of the terms, covenants, agreements, and conditions as herein specified, so far as applicable.

30. Revocation, Forfeiture, and Termination

The rights granted under this Lease may be revoked or forfeited as provided in RMC Section 12.14.690 as said Section presently exists or is hereafter amended if Lessee fails to cure the breach within thirty (30) days after receipt of written notice from the City and such period will be extended so long as Lessee commences to cure the default and diligently pursues to completion. Provided that the City may elect in lieu of the above and without any prejudice to any of its other legal rights and remedies, to obtain an order from the superior court having jurisdiction compelling Lessee to comply with the provisions of this Lease and to recover reasonable damages, rent, attorney and collection fees, court costs, attorney's fees upon appeal of any judgment or ruling, and other costs and expenses incurred by the City by reason of Lessee's failure to comply. No re-entry and taking of possession of the Premises by the City shall be construed as an election on City's part to terminate this Lease, regardless of the extent of renovations and alterations by the City, unless a written notice of such intention is given to Lessee by the City. Notwithstanding any

re-letting without termination, City may at any time thereafter elect to terminate this Lease for such previous breach if not timely cured to completion.

31. Non-Release of Obligations upon Termination

No termination, default, forfeiture, or cancellation of this Lease shall release Lessee from any liability or obligation with respect to any matter occurring prior to such termination, default, forfeiture or cancellation, nor shall termination, default, forfeiture or cancellation release Lessee from its obligation and liability as described in Section 4 herein to remove its facilities and equipment and restore the Facility to its original condition ordinary wear and tear and damage from casualty excepted.

32. City's Removal of Lessee's Property

In the event that this Lease is revoked, forfeited, or otherwise terminated and Lessee fails to remove its improvements from the leased premises within ninety (90) days thereafter, the City shall have the right, but not the obligation, after giving thirty (30) days' notice to Lessee, to remove therefrom all of the Telecommunications Facilities, and may store the same in any place selected by the City, including, but not limited to, a public warehouse at the expense and risk of Lessee. If the City removes the Telecommunications Facilities as provided under this Section, it shall immediately provide Lessee written notice of such removal and notice of Lessee's right to redeem the property after payment of any sums due the City, including the City's costs of removal and storage. If within thirty (30) days of such written notice Lessee does not redeem the property, the City shall have the right to sell such stored property. If such property is sold as provided herein, the proceeds of such sale shall be applied first to the cost of the sale, second to the payment of the charges for storage, if any, and third to the payment of any other sums of money which may then be due from Lessee to the City under any terms hereof. The balance, if any, shall be paid to Lessee.

33. Fire and Other Casualty

In the event the Premises is destroyed or damaged by fire, earthquake, or other casualty to such an extent as to render the same untenable by Lessee in whole or in a substantial part, Lessee shall have the option to terminate this Lease immediately without further liability for rents due hereunder. If Lessee chooses to terminate this Lease as provided in this Section, Lessee shall be entitled to a refund of any prepaid rent for the applicable Lease term, less the portion of the rent, prorated daily, that represents the amount of the term that has expired prior to termination of this Lease by Lessee. The City shall have no obligation to repair any damage to any portion of the Facility.

34. Condemnation

In the event of the taking of the Premises by condemnation or otherwise by any governmental, state, or local authority, this Lease shall be deemed cancelled as of the time of taking possession by said authority. Lessee shall have no claim to nor shall be entitled to any portion of any condemnation or other award for damages to the Premises received by the City. However, Lessee shall have the right to pursue its own separate award from the condemning authority.

35. Modification, Waiver

No waiver, alteration, amendment, or modification of any of the provisions of this Lease shall be binding unless in writing and signed by duly authorized representatives of both parties. Notwithstanding anything herein to the contrary, it is agreed that amendments to this Lease may be approved and executed by the Mayor on behalf of the City.

36. Assignment

This Lease shall run with the property and shall be binding on and inure to the benefit of the parties, their respective successors, personal representatives and permitted assigns. Lessee will not assign or transfer this Lease or sublet all or any portion of the leased premises without the prior written consent from the City, which consent will not be unreasonably be withheld, delayed, or conditioned; provided, however, the City may inquire into the qualifications and financial stability of a potential assignee or sublessee and reasonably request any information related to such inquiry and may also condition such approval upon the financial, legal and technical expertise of a proposed assignee or sublessee and upon the resolution of any compliance obligation under this Lease. The terms and conditions of this Lease shall be binding on any sublessee or assignee. In the event of a sublease, the City shall be entitled to forty percent (40%) of any revenue received by Lessee from any sublessee ("Sublessee Rent") which shall be payable to the City within thirty (30) days after receipt by Lessee. This Sublessee Rent is in addition to the Annual Rent paid by Lessee to the City. Notwithstanding the foregoing, Lessee may assign or sublet, without 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 stock or assets of Lessee.

37. Non-Waiver of Breach

The failure of the City to insist upon strict performance of any of the covenants and agreements of this Lease, or to exercise any option herein conferred in any one or more instances, shall not be construed to be a waiver or relinquishment of any such covenant, agreement or option, or any other covenant, agreement, or option.

38. Cancellation of Prior Leases and Agreements

This Lease supersedes all previous leases and agreements between the parties with respect to the subject matter hereof, and any such agreements are hereby cancelled.

39. Notice

Any notice or information required or permitted to be given to the parties under this Lease may be sent to the below found addresses, unless otherwise specified. If notice is required to be in writing, the notice will be effective on the earlier of personal delivery, or five (5) days after being mailed, postage prepaid, to the following, unless otherwise specified in here:

If to the City:	City of Redmond Finance Dept – Real Property MS: 3NFN PO Box 97010
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	Redmond, WA 98073-9710 realproperty@redmond.gov 425-556-2425
If to Lessee:	Crown Castle GT Company LLC General Counsel Attn: Legal – Real Estate Dept. 2000 Corporate Drive Canonsburg, PA 15317

40. Attorneys' Fees

If a suit or other action is instituted in connection with any controversy arising out of this Lease, the substantially prevailing party shall be entitled to recover all of its costs and expenses, including such sum as the court may judge reasonable for costs, expenses, and attorneys' fees upon appeal of any judgment or ruling.

41. Restoration of Property

Lessee shall, after installation, construction, relocation, maintenance, removal, or repair of the Telecommunications Facilities restore any other public and private property improvements, fixtures, structures, facilities, rights-of-way and City-owned property which may be disturbed or damaged by the work, to at least the same condition immediately prior to any such installation, construction, relocation, maintenance, removal or repair, reasonable wear and tear and damage from casualty excepted. The Parks Director or their respective designee shall have final approval of the condition of such property after restoration. All survey monuments which are to be disturbed or displaced by such work shall be referenced, replaced, and restored, as per WAC 332-120, as the same now exists or may hereafter be amended, and per all pertinent federal, state, and local standards and specifications, including, but not limited to, the City of Redmond Benchmark System's second order, first class specifications. The provisions of this Section shall survive the expiration, revocation, or termination by other means of this Lease. All work by Lessee pursuant to this Section shall be performed in accordance with City of Redmond Public Works Construction standards and warranted for a period of one (1) year.

42. Non-Severability

Each term and condition of this Lease is an integral part of the consideration given by each party and as such, the terms and conditions of this Lease are not severable. If any section, sentence, clause, or phrase of this Lease should be held to be invalid or unconstitutional by a court of competent jurisdiction, this Lease shall terminate unless suitable replacement terms can be agreed to by the parties.

43. Merger

Except for the terms and conditions of applicable and future laws, ordinances, rules, regulations and other City land use approvals, authorizations or permits or related communications, this Lease constitutes the entire understanding and agreement between the parties as to the subject matter herein and no other agreements or understandings, written or otherwise, shall be binding upon the parties upon execution of this Lease.

44. Hazardous Substances

The City represents that it has no actual knowledge of any substance, chemical, or waste (collectively, "Hazardous Substance") on the Facility that is identified as hazardous, toxic, or dangerous in any federal, state, or local environmental or safety law or regulation. Lessee shall not introduce or use any such substance on the leased premises in violation of any applicable law or regulation, nor shall Lessee allow any of its agents, contractors, or any other person under its control to do the same.

Lessee will be solely responsible for and will defend, indemnify, and hold the City, its agents, and employees harmless from and against any and all direct 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 Lessee's use, storage, or disposal of Hazardous Substances or the use, storage, or disposal of such substances by Lessee's agents, contractors, or other persons acting under Lessee's control.

The City will be solely responsible for and will defend, indemnify, and hold Lessee, its agents, and employees harmless from and against any and all direct claims, costs, and liabilities, including reasonable attorneys' fees and costs arising out of or in connection with the removal, cleanup, or restoration of the property associated with the City's use of Hazardous Substances.

45. Miscellaneous

- A. The City and Lessee respectively represent that its signatory is duly authorized and has full right, power, and authority to execute this Lease.
- B. This Lease shall be construed in accordance with the laws of the State of Washington. Venue for any dispute related to this Lease shall be the United States District Court for the Western District of Washington, or King County Superior Court.
- C. Section captions and headings are intended solely to facilitate the reading thereof. Such captions and headings shall not affect the meaning or interpretation of the text herein.
- D. Where the context so requires, the singular shall include the plural and the plural includes the singular.
- E. If the methods of taxation in effect at the commencement date of this Lease are altered so that in lieu of or as a substitute for or in addition to any portion of the

property taxes and special assessments, if any, now imposed on Lessee's equipment, there is imposed a tax upon or against the rentals payable by Lessee to the City, Lessee shall also pay those amounts.

- F. Lessee shall be responsible for obtaining all other necessary approvals, authorizations and agreements from any party or entity and it is acknowledged and agreed that the City is making no representation, warranty, or covenant whether any of the foregoing approvals, authorizations or agreements are required or have been obtained by Lessee from any person or entity.
- G. This Lease may be enforced at both law and equity.
- H. This Lease may be executed in duplicate counterparts, each of which shall be deemed an original. Signed, scanned, and emailed copy and electronic copies of this Lease shall legally bind the parties to the same extent as original documents.
- I. There are no third-party beneficiaries to this Lease.
- J. All exhibits annexed hereto form material parts of this Lease.
- K. Lessee acknowledges that it, and not the City, shall be responsible for the Premises and Telecommunications Facilities compliance with all marking and lighting requirements of the FAA and the FCC. Lessee shall indemnify and hold the City harmless from any fines or other liabilities caused by Lessee's failure to comply with such requirements. Should Lessee or the City be cited by either the FCC or FAA because the Telecommunications Facilities are not in compliance, and should Lessee fail to cure the conditions or noncompliance within the timeframe allowed by the citing agency, and fails to cure within thirty (30) days after receipt of written notice, then the City may either terminate this Lease immediately on notice to Lessee or proceed to cure the conditions of noncompliance at Lessee's expense.

[SIGNATURES ON FOLLOWING PAGE(S)]

IN WITNESS WHEREOF, this Lease is executed as of the latest date it is fully executed by both parties.

CITY OF REDMOND,
a Washington municipal corporation

CROWN CASTLE GT COMPANY LLC,
a Delaware limited liability company

By: _____

By: _____

Angela Birney, 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 she acknowledged that she signed this instrument, on oath stated that 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__.

<div style="border: 3px double black; padding: 10px; text-align: center;">Notary Seal</div>	Notary Signature:	_____
	Printed Name:	_____
	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 said person 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 the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated this _____ day of _____, 20__.

<div style="border: 3px double black; padding: 10px; text-align: center;">Notary Seal</div>	Notary Signature:	_____
	Printed Name:	_____
	Notary Public for the State of	_____
	Residing In:	_____
	My Commission Expires:	_____

EXHIBIT A

Legal Description

Lot 2 of King County Short Plan No. 485025, according to the plat thereof recorded under Recording 8602050714 subject to easements and restrictions of record.

EXHIBIT B

Description of Telecommunications Facilities

Existing

Tenant	Quantity	Description
AT&T	1	Standby generator, with self contained fuel tank
AT&T	1	ATS equipment
AT&T		Antennas attached to existing monopole
T-Mobile	4	Cabinets inside Crown fenced area
T-Mobile	9	Antennas attached to existing monopole
Crown Castle	1	Concrete pad and secure fenced compound
Crown Castle	1	Monopole

Proposed Under Pending Lease

	Square Feet (SF)	Quantity	Total SF
Ground Lease Area			
5' x 7' concrete pad	35.00	1	35.00
Power Protective Cabinet		1	
Generator Plug		1	
Radio Cabinet 2' 10" x 2' 9"		1	
H-Frame		1	
OPS Unit		1	
200 amp Meter		1	
Telco Fiber Enclosure		1	
Fiber NID		1	
Ice Bridge from Cabinet to base of Tower		1	
Monopole			
Fujitsu TAQ8025-B604 RRH		3	
Fujitsu TAO8025-B605 RRH		3	
Commscope RR-FA2 Large Stabilizer			
Commscope XP-2040 Crossover Plate		3	
Commscope WC-PK8-DSH Antenna Platform		1	
JMA Wireless WX08FR0665-21 Antenna		3	
MO4 Mounting Bracket		3	
Raycap RIDIC-9181-PF-48 DC Surge Protector OVP		1	

EXHIBIT C

Site Plan of Telecommunications Facilities

Pages T-1, A-1, A-2, and E-1 from the DISH Wireless approved Construction Plans set (total 4 pages) Survey signed and sealed 6/18/2021.

