

## **WIRELESS TELECOMMUNICATIONS FACILITY LEASE AGREEMENT**

**THIS LEASE AGREEMENT (“Agreement”)** is made and entered into as of the last date signed below (the **“Effective Date”**) by and between the **City of Redmond**, a Washington municipal corporation (**“City”**) and **DISH Wireless L.L.C.**, a Colorado limited liability company having a place of business at 9601 S. Meridian Blvd., Englewood, Colorado 80112 (**“Lessee”**), pursuant to Chapter 12.14 of the Redmond Municipal Code (**“RMC”**) and for the mutual benefits to be derived.

### **RECITALS**

**WHEREAS**, on June 19, 1998, the City and **GTE Wireless of the Pacific**, a Delaware corporation entered into a Facilities Lease for Telecommunications Facilities (the **“Prime Lease”**) at Redmond Fire Station No. 14 located at 5021 264<sup>th</sup> Avenue NE, Redmond, Washington, as more fully described on Exhibit A (hereinafter referred to as the **“Premises”**) for the purpose of constructing, maintaining, managing and operating a wireless communication tower (the **“Communications Facility”**) to engage in the active co-location of wireless communication provider facilities, and uses incidental thereto, together with certain easements for access and utilities; and subsequently on April 1, 2000, **GTE Wireless of the Pacific** assigned/transferred their telecommunication facility tower to **Crown Castle International**. Crown Castle International subsequently assigned/transferred its rights to **Crown Castle GT Company LLC** (hereinafter referred to as **“Crown”**); and

**WHEREAS** Lessee is in the business of operating wireless communication facilities, and has subleased from Crown the Premises and the Communications Facility located on the Premises (collectively referred to herein as the **“Site”**); and

**WHEREAS** a Master License Agreement (**“License”**) between Crown and Lessee was entered on November 13, 2020, whereby Lessee, among other things, grants Lessee the right to co-locate wireless communication facilities and equipment (Lessee Facilities) on the Site; and

**WHEREAS** Lessee desires to use the Site consistent with the general purposes set forth in the Prime Lease, and in such a manner consistent with the nature and type of use permitted by the Prime Lease; and

**NOW, THEREFORE**, in consideration of the City consenting to Lessee co-locating on the Site, 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**

Lessee is hereby authorized to install the equipment described in its Facilities Lease Application (**“Lessee’s Equipment”**) on and adjacent to a portion of the Redmond Fire Department Station 14 (**“Facility”**), for the purposes of providing a wireless communications system. The location of said facility is 5021 264<sup>th</sup> Avenue NE, Redmond WA 98503. Such location

("Property") is more particularly described in **Exhibit A**, which is attached and incorporated herein by this reference.

## **2. Authority Granted and Use**

In addition to Lessee's Equipment, Lessee is authorized to install all necessary supporting improvements, subject to Lessee obtaining required development permits and authorizations from the City. This agreement does not grant Lessee the right to install a monopole on the Property. Subject to non-substantive changes resulting from the development review process(es), the original and any subsequent installation of ground space equipment, Lessee's Equipment and supporting improvements (collectively the "Lessee's Telecommunications Facilities"), shall be no more extensive than, and substantially in compliance with the written descriptions as contained in **Exhibit B**, and as illustrated by the site plan in **Exhibit C**, both of which exhibits are attached hereto and hereby incorporated in full by this reference. No substantive expansions, additions to or modifications or relocation of any of the described and depicted Lessee's 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. No rent will be charged for additional Lessee Equipment as long as it is contained within the fenced area of the ground lease.

Without limiting the foregoing, Lessee shall comply with all rules, regulations, requirements, and orders of the Federal Communications Commission ("FCC") governing or applying to Lessee's use and/or operation of equipment on the Site. This Agreement shall also serve as a limited and revocable license for access to the Premises under the terms set forth in the underlying Prime Lease.

## **3. Rights Granted**

Nothing contained within this Lease shall infringe upon the City's right to use the Facility upon which Lessee's Telecommunication Facilities are installed for any purposes the City shall so desire. Further, nothing contained herein shall convey any right, privilege, title, or interest in the Facility to Lessee.

## **4. Installation and Removal of Lessee's Equipment**

All improvements installed by Lessee, excluding Lessee's Equipment, but including buildings, landscaping and all other affixed improvements shall become the property of the City upon expiration or termination of the Lease if not removed by Lessee after 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 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 Lessee's Telecommunications Facilities, Lessee shall comply with RMC Section 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 should not be unreasonably withheld or delayed.

## **5. Access**

Lessee shall have at all times the right of ingress and egress to and from the Facility, over and across the City's property adjacent to the Facility; provided however, that such right will not in any manner interfere with the City's use of the Facility or adjacent property, and this right of ingress and egress shall terminate concurrently 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 Facility. Provided further, that access to a secured site shall be coordinated at least 72 hours in advance through the Public Works 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 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 Facility must be entered to perform work and the work to be performed is in an area near or adjacent to Lessee's Equipment, upon request by the City, the Lessee shall shut down Lessee's Equipment that is in close proximity to the City's work for the duration that personnel will be performing work near or adjacent to Lessee's Equipment. 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 Lessee's Equipment, 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 Facility, the City shall notify the Lessee of the need to shut off power to the Telecommunications Facilities. Lessee shall ensure that any switches for turning off the Lessee's Equipment are properly labeled, include an emergency contact phone number, and are readily accessible to the City. The City will endeavor to notify the Lessee as soon as possible of any emergency that requires the City to turn off Lessee's Equipment. In the event that the Lessee is unavailable to shut off the power, the City will complete the shutoff.

In the event of any emergency in which any of Lessee's 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. Sublessee shall notify the City by telephone immediately upon learning of the emergency 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 Lessee's 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 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 Lessee's Telecommunication Facilities are on the Facility.

## **9. Term**

The rights granted under this Agreement shall be effective upon the full execution of the parties hereto. The initial term of this Agreement will commence the earlier of the first day of the month following: (a) construction start, or (b) the first day of the month following sixty (60) days after the full execution of this agreement ("**Commencement Date**") and lasting a period of five years.

The rights granted under this Lease shall have a term of five (5) years commencing on the Commencement Date. The term shall automatically be extended for up to two (2) additional consecutive terms of five (5) years each (each a "Renewal Term") unless Lessee delivers written notice to the City at least one hundred twenty (120) days prior to the expiration of the then current term that Lessee is not renewing the Lease. This agreement will expire on upon the expiration (or earlier termination) of the Prime Lease. Upon expiration or termination of this Agreement, Lessee shall remove all Lessee Facilities located, or installed, on the Site.

After the second Renewal Term, Lessee may request in writing that Lessor agree to extend the term of the Lease for an additional five (5) year period. Lessee may make such request at lease

one hundred twenty (120) days in advance of the end of the term. Lessor shall be deemed to have accepted the request and the Lease shall be automatically extended without further action of the parties unless Lessor shall give written notice to Lessee at least one hundred twenty (120) days prior to the end of the term, stating that Lessor elects not to extend the Lease.

## **10. Consideration**

The Annual Rental Fee (“**Annual Rent**”) for the Facility shall be **Five Thousand and Forty and no/100 Dollars (\$5,040.00)** if Lessee executes this Agreement within the calendar year 2023, except as modified below. If Lessee executes this lease within the calendar year 2024, the first year’s Annual Rent shall be **Five Thousand Two Hundred Fifty and no/100 Dollars (\$5,250.00)** except as modified below.

Annual Rent shall be paid in full within thirty (30) calendar days receipt of the Lessor’s invoice. Invoices will be sent forty-five (45) days prior to the anniversary of the Commencement Date of the Lease. Any Annual Rent payment received more than thirty (30) days after its due date shall include a late payment penalty at the lesser of 2% per month or the highest rate permitted by law; 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.

After the first year, the Annual Rent shall be increased by four percent (4%), rounded up to the nearest Ten and no/100 Dollars (\$10.00), unless a different fee is negotiated.

Should Lessee request to renegotiate the financial terms of the Lease prior to the Commencement Date of the fourth renewal term, Lessee shall pay City a renegotiation fee equal to three months of the then current Annual Rent. The provisions shall not apply should Lessee request to increase rent due to the increase in square footage or a change in the usage of the Premises by Lessee.

## **11. Licenses, Fees, and Taxes**

Prior to constructing any improvements upon the Facility, 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 Facility; shall pay all license fees and public utility charges related to the conduct of Lessee's business on the Facility; shall pay for all permits, licenses and zoning approvals relating to the conduct of business on the Facility 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 City; and shall pay any other tax, including utility taxes and business license fees imposed by the City on Lessee’s Equipment 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 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 Lessee's 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 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. Furthermore, Lessee's proportionate share of such costs assessed pursuant to this Section 12 shall not exceed fifteen thousand dollars (\$15,000.00) unless the City demonstrates the actual expenses exceed fifteen thousand dollars (\$15,000.00).

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 this 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.

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. 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. Business Purpose**

Lessee shall conduct and carry on in the Facility only the business for which the 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.

#### **14. Alterations**

As provided in Section 2 hereof, Lessee shall not make any substantive expansions, material alterations, additions, relocation, to said Facility without the prior review and authorization from the City through an amendment to this Lease. Lessee shall submit to City a written request for any change and any supplemental materials as may be requested for City's evaluation and approval. City shall have sixty (60) days after receipt of all requested materials in which to respond to such request and unless City so notifies Lessee to the contrary such approvals shall be deemed granted.

#### **15. Lights, Signs, and Symbols**

All lights, signs or symbols placed on the Facility by Lessee shall be subject to the prior approval of the City, which approval should not be unreasonably withheld, conditioned, or delayed. In the event Lessee shall place lights, signs or symbols on the Facility in locations which were not approved by the City during the plan review, 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 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 11 above. Any lights, signs or symbols placed upon the Facility shall be so placed upon the understanding and agreement that Lessee will remove the same within 90 days after the termination or expiration of this Lease and repair any resulting damage or injury to the Facility. 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.

#### **16. 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 Facility or Property, its use of the Facility or Property, and in performing any and all work upon the Facility 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 Facility and Lessee's Telecommunication Facilities in a safe condition, in good repair and in a manner suitable to the City. Lessee further agrees to monitor for fire, smoke, intrusion, and A/C power failure on the Facility. Additionally, Lessee shall keep the Facility 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.

## **17. Permits and Licenses**

This Lease is contingent upon Lessee's obtaining all required governmental permits, licenses, and approvals to locate on the Facility and offer Lessee's proposed services. Lessee shall not commence construction of any of Lessee's Telecommunication Facilities until commencement of this Lease and issuance of all necessary governmental permits, licenses, and approvals. If Lessee is unable to obtain such permits, licenses and approvals, Lessee 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 Facility in the condition existing as of the Effective Date. City makes no representation or warranty with respect to the condition of the Facility, or the premises and City shall not be liable for any latent or patent defect in the Facility or the premises.

## **18. Cancellation**

In the event that Lessee determines that the Facility 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 42, indemnification, as specified in Section 25, and maintenance of insurance, as specified in Section 24, and removal of all liens and encumbrances as specified in Section 16 shall cease.

## **19. Interference**

The City may have previously entered into leases with other lessees ("senior lessees") to lease space on the Facility for senior lessees' equipment and antenna facilities. Lessee acknowledges that the City is leasing the Facility for the purposes of transmitting and receiving telecommunication signals from the Facility. The City, however, is not in any way responsible or liable for any interference with Lessee's use of the Facility 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 Facility, 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 Facility and Property to its original condition, reasonable wear and tear excepted and subject to complying with Section 21 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.



## **20. Indemnification**

- A. Lessee releases, covenants not to bring suit, and agrees to indemnify, defend, and hold harmless Lessor, its officers, officials (appointed and elected), employees, agents, volunteers and representatives from any and all claims, costs, judgments, awards, or liability to any person, for injury or death of any person, or damage to property caused by or arising out of any acts or omissions of Lessee, its agents, servants, officers, subcontractor, or employees in the performance of this Agreement and any rights granted within this Agreement. Further, Lessee shall indemnify, defend, and hold harmless Lessor, its officers, officials (appointed and elected), employees, agents, volunteers, and representatives from any and all claims, costs, judgments, awards, or liability to any person arising from radio frequency emissions or radiation emitted from Lessee's facilities located on the Premises, regardless of whether Lessee's equipment complies with applicable federal statutes and/or FCC regulations related thereto. These indemnification obligations shall extend to claims that are not reduced to a suit and any claims that may be compromised, with Lessee's prior written consent, prior to the culmination of any litigation or the institution of any litigation.
- B. Lessor shall promptly notify Lessee of any claim or suit and request in writing that Lessee indemnify Lessor. Lessee may choose counsel to defend Lessor subject to this Section 5(b). Lessor's failure to so notify and request indemnification shall not relieve Lessee of any liability that Lessee might have, except to the extent that such failure prejudices Lessee's ability to defend such claim or suit. In the event that Lessee refuses the tender of defense in any suit or any claim, as required pursuant to the indemnification provisions within this Agreement, 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, Lessee shall pay all of Lessor's reasonable costs for defense of the action, including all expert witness fees, costs, and attorney's fees, and including costs and fees incurred in recovering under this indemnification provision. If separate representation to fully protect the interests of both parties is necessary, such as a conflict of interest between Lessor and the counsel selected by Lessee to represent Lessor, then upon the prior written approval and consent of Lessee, which shall not be unreasonably withheld, Lessor shall have the right to employ separate counsel in any action or proceeding and to participate in the investigation and defense thereof, and Lessee shall pay the reasonable attorney fees and expenses of such separate counsel, except that Lessee shall not be required to pay the fees and expenses of separate counsel on behalf of Lessor for Lessor to bring or pursue any counterclaims or interpleader action, equitable relief, restraining order or injunction. Lessor's fees and expenses shall include all out-of-pocket expenses, such as consultants and expert witness fees, and shall also include the reasonable value of any services rendered by the counsel retained by Lessor but shall not include outside attorneys' fees for services that are unnecessarily duplicative of services provided to Lessor by Lessee. Each party agrees to cooperate and to cause its employees and agents to cooperate with the other party in the defense of any such claim and the relevant records of each party shall be available to the other party with respect to any such defense.

- C. Except to the extent that damage or injury arises from the sole negligence or willful misconduct of Lessor, its officers, officials, employees or agents, the obligations of Lessee under the indemnification provisions of this Section 5 shall apply. Notwithstanding the proceeding sentence, to the extent the provisions of RCW 4.24.115 are applicable, the parties agree that the indemnity provisions hereunder shall be deemed amended to conform to said statute and liability shall be allocated as provided therein.
- D. Notwithstanding any other provisions of this Section 5, Lessee assumes the risk of damage to its Facilities located upon the Site from activities conducted by Lessor, its officers, agents, employees, volunteers, elected and appointed officials, and contractors, except to the extent any such damage or destruction is caused by or arises from any solely negligent, willful misconduct, or criminal actions on the part of Lessor, its officers, agents, employees, volunteers, or elected or appointed officials, or contractors. In no event shall either party be liable to the other party for any indirect, incidental, special, consequential, exemplary, or punitive damages, including (by way of example and not limitation) lost profits, lost revenue, loss of goodwill, or loss of business opportunity in connection with its performance or failure to perform under this Agreement. Each party releases and waives any and all such claims against the other party, its officers, agents, employees, volunteers, or elected or appointed officials, or contractors. Lessee further agrees to indemnify, hold harmless and defend Lessor against any claims for damages, including, but not limited to, business interruption damages, lost profits and consequential damages brought by users of Lessee's Facilities as the result of any interruption of service due to damage or destruction of Lessee's Facilities caused by or arising out of activities conducted by Lessor, its officers, agents, employees, or contractors.
- E. The provisions of this Section 20 shall survive the expiration, revocation, or termination of this Agreement.

## **21. Insurance**

Lessee shall procure and maintain for the Term and so long as Lessee has its Lessee Facilities on the Site, 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 as provided herein. 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 Lessor, 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 Lessor for its inspection prior to the commencement of any work or installation of any facilities pursuant to this Agreement, 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 to each person;
  - (2) \$2,000,000.00 for property damage resulting from any one accident; and
  - (3) \$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;
- 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 Agreement, and such other period of time during which Lessee is operating without an Agreement or is engaged in the removal of its Lessee Facilities. Failure to maintain such insurance shall be grounds for Agreement cancellation. Payment of deductibles and self-insured retentions shall be the sole responsibility of Lessee and must be declared to and approved by the Lessor, which approval shall be limited to ensuring the deductibles and retentions comply with the terms of this Agreement. 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 Lessor, its elected and appointed officers, officials, employees, agents, representatives, engineers, consultants, and volunteers. Any insurance maintained by the Lessor, 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 Lessor's recourse to any remedy available at law or equity. Further, Lessee's maintenance of insurance policies required by this Agreement shall not be construed to excuse unfaithful performance by Lessee.
- G. In addition to the coverage requirements set forth in this Section, Lessee must notify Lessor of any cancellation or reduction in said coverage. Within thirty (30) days after receipt by the Lessor 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 Lessor a replacement insurance certificate meeting the requirements of this Section.

## **22. Restoration Bond**

Before undertaking any of the work authorized by this Agreement, Lessee shall furnish a performance bond written by a corporate surety acceptable to the Lessor equal to at least 150% of

the estimated cost as approved by Lessor of completing or removing Lessee Facilities and other improvements and restoring the public ways and Lessor-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 Lessee 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.

### **23. Security Fund**

Before undertaking any of the work, installation, improvements, construction, repair, relocation or maintenance authorized by this Agreement, Lessee shall establish a permanent security fund in the amount of **Fifty Thousand Dollars (\$50,000)** with the Lessor to guarantee the full and complete performance of the requirements of this Agreement, the requirements of the Redmond Municipal Code (“RMC” ) Chapter 12.14, and to guarantee payment of any costs, expenses, damages, or loss the Lessor 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, Lessor 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 Lessor, an unconditional letter of credit made out to the Lessor, or bond, in the amount of **Fifty Thousand Dollars (\$50,000)** to secure performance under this Agreement. The letter of credit shall be in a form acceptable to the City Attorney.

### **24. 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 Agreement conflicts with the provisions of RMC Chapter 12.14, the provisions of this Agreement shall prevail.

### **25. Restoration of Lessor Property**

Lessee shall, after installation, construction, relocation, maintenance, removal, or repair of Lessee 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 excepted. The Public Works Director or 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 Agreement. All work by Lessee pursuant to this

Section shall be performed in accord with City of Redmond Public Works Construction standards and warranted for a period of one (1) year.

## **26. Notices**

All notices must be in writing and shall be valid upon receipt when delivered by nationally recognized courier service, signed receipt requested, or by First Class United States mail, certified, return receipt requested, addressed as follows:

Lessor: City of Redmond  
Finance Dept – Real Property MS: 3NFN  
PO Box 97010  
Redmond, WA 98073-9710  
425-556-2425

If hand delivered:  
City of Redmond  
Finance Dept. – Real Property MS: 3NFN  
15670 NE 85<sup>th</sup> Street  
Redmond, WA 98073

Lessee: DISH Wireless L.L.C.  
Attn: Lease Administration  
5701 South Santa Fe Drive  
Littleton, CO 80120

The parties may substitute recipient's names and addresses by giving at least thirty (30) days' notice. Rejection or refusal to accept delivery of any notice, or the inability to deliver any notice because of a changed address of which no notice was given, shall be deemed to be receipt of any such notice.

## **27. Governing Law**

This Agreement shall be governed by and construed in accordance with the law of the State of Washington. Venue for any dispute related to this Franchise shall be the United States District Court for the Western District of Washington, or King County Superior Court.

## **28. Counterparts**

This Agreement may be executed in one or more counterparts, which together shall constitute a single instrument.

**29. Entire Agreement**

This Agreement contains a complete statement of all the arrangements between the parties with respect to its subject matter, and cannot be amended, modified, or terminated except in a written document executed by all the parties.

**30. Severability**

The invalidity of any provision or portion of a provision of this Agreement shall not affect the validity of any other provision of this Agreement or the remaining portion of the applicable provision.

\*\*\*SIGNATURES ON FOLLOWING PAGE\*\*\*

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

DISH Wireless L.L.C.  
a Colorado limited liability company

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

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

Angela Birney, Mayor

Dave Mayo

Date: \_\_\_\_\_

Title: Executive Vice President

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\_\_.

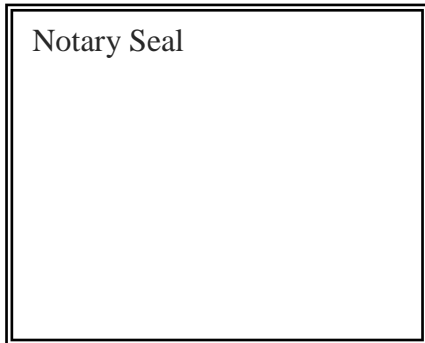
<div>Notary Seal</div>	Notary Signature:	_____
	Printed Name:	_____
	Notary Public for the State of Washington	
	Residing In:	_____
	My Commission Expires:	_____



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 they are 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 \_\_\_\_\_  
Residing In: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

**EXHIBIT A**  
**LEGAL DESCRIPTION**

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

**EXHIBIT B**  
**TO FACILITIES LEASE FOR TELECOMMUNICATIONS FACILITIES SITE**

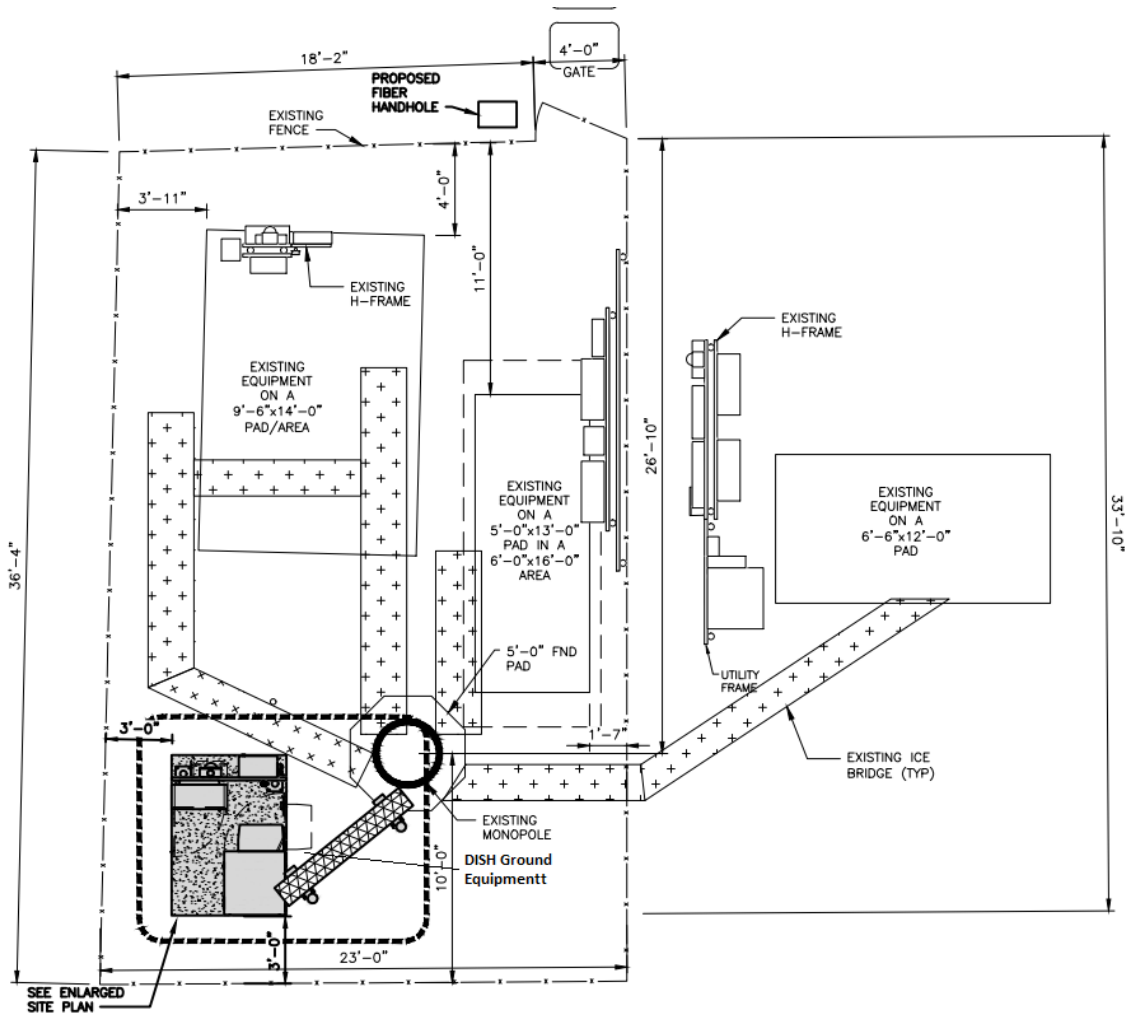
*(Written description of Lessee's Telecommunications Facilities)*

Fire Station 14 – Crown Castle Monopole  
SESEA00134B

	<b>Square Feet (SF)</b>	<b>Quantity</b>	<b>Total SF</b>
<b>Ground Lease Area</b>			
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	
<b>Monopole</b>			
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

*(Illustrated Site Plan of Lessee's Telecommunications Facilities from pages A-1 and A-3 of the Lessee's approved permitted construction plans set)*



# EXHIBIT C

(continued)

