

RESOLUTION NO. 2014-515

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MILL CREEK, WASHINGTON, APPROVING A REAL PROPERTY OPTION AND LEASE AGREEMENT WITH T-MOBILE WEST CORPORATION FOR A CELLULAR TRANSMISSION TOWER AND EQUIPMENT SHEDS LOCATED ON CITY PROPERTY ADJACENT TO THE MILL CREEK SPORTS PARK**

---

WHEREAS, RCW 35A.11.020 vests in the City Council the authority to lease and manage real property owned by the City; and

WHEREAS, T-Mobile West Corporation ("T-Mobile") has requested that the City lease to it certain real property owned by the City and located adjacent to the Mill Creek Sports Park because of the site's ability to meet T-Mobile's service and signal strength needs; and

WHEREAS, following investigation and examination of various issues related to such request, including site necessity and availability and impacts to City operations and facilities, the City Council authorized City staff to enter into negotiations with T-Mobile on the terms and conditions of such lease; and

WHEREAS, the City and T-Mobile completed negotiations and present for City Council approval a Site Lease With Option ("Tower Lease"), attached to this Resolution as **Exhibit A**; and

WHEREAS, the City Council finds that the Tower Lease will not interfere with City operations or facilities, will result in a steady revenue stream to the City for up to 30 years, contains appropriate terms and conditions protecting the City and its facilities, and includes security for removal of T-Mobile's cellular facilities as the conclusion or non-renewal of the Tower Lease; and

WHEREAS, the City Council finds that it is in the City and public interest to approve the Tower Lease;


NOW, THEREFORE, the City Council of the City of Mill Creek, Washington resolves as follows:

Section 1. The Tower Lease, attached and incorporated hereto as **Exhibit A**, is approved.

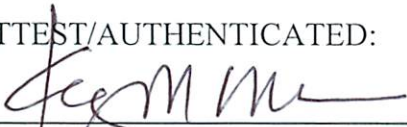
Section 2. The City Manager is authorized to execute the Tower Lease and its related documents, and is authorized to take such other administrative, management, and enforcement action as may be called for during the term of the Tower Lease.

Adopted this 2nd day of September, 2014, by a vote of 7 for, 0 against,  
and 0 abstaining.

APPROVED:

  
MAYOR PAM PRUITT

ATTEST/AUTHENTICATED:

  
CITY CLERK KELLY M. CHELIN

APPROVED AS TO FORM:

  
CITY ATTORNEY SHANE MOLONEY

FILED WITH THE CITY CLERK: 9/2/14

PASSED BY THE CITY COUNCIL: 9/2/14

EFFECTIVE DATE: 9/2/14

RESOLUTION NO.: 2014-515

**SITE LEASE WITH OPTION  
BETWEEN  
CITY OF MILL CREEK AND T-MOBILE WEST LLC**

THIS SITE LEASE WITH OPTION ("Lease") is made by and between the City of Mill Creek, a Washington municipal corporation ("Landlord"), and T-Mobile West LLC, a Delaware limited liability company ("Tenant") on the Effective Date set forth below.

**I. Option to Lease**

1.1 In consideration of the payment of **Twenty-Thousand and no/100 dollars (\$20,000.00)** ("Option Fee") by Tenant to Landlord within forty five (45) days of the full execution hereof, Landlord hereby grants to Tenant an option to lease a portion of the real property which Landlord represents and warrants that it owns and which is described in the attached **Exhibit A** ("Property"), a portion of which Landlord grants an option to lease to Tenant for wireless communications facilities more particularly described in the attached **Exhibit B, Exhibit B-2 and Exhibit C** (collectively the "**Leased Premises**"), said option to be exercised on the terms and conditions set forth herein ("Option"). The Property is more commonly known as the Mill Creek Sports Park, with an address of 13901 North Creek Drive, Mill Creek, Washington, 98012, with a tax account number of 280531-001-025-00. The Option shall be for an initial term of six (6) months, commencing on the Effective Date ("Option Period"). The Option Period may be extended by Tenant for up to one (1) additional six (6) month period ("Option Extension") upon written notice to Landlord together with payment of **Twelve Thousand and no/100 dollars (\$12,000.00)** ("Additional Option Fee") for the requested Option Extension; such notice and payment to be made in accordance with Section 12 below at any time prior to the end of the Option Period.

1.2 During the Option Period and the Option Extension, if any,, Landlord and Tenant agree to cooperate with each other in good faith, and Landlord will not interfere with Tenant's efforts to secure other licenses and permits or authorizations that relate to other property. At Tenant's sole discretion and expense, Tenant may take all actions necessary to perform all studies and obtain all licenses, permits and/or authorizations required for Tenant's use of the Leased Premises, including approvals from all applicable government and/or regulatory entities (including without limitation all zoning and land use authorities and the Federal Communications Commission ("FCC")) (collectively "Governmental Approvals"), title reports, soil tests, environmental investigations, and other engineering information or procedures (collectively "Tests") on the Leased Premises deemed necessary or appropriate by Tenant to evaluate the suitability of the Leased Premises for the uses contemplated under this Lease. Tenant shall notify Landlord by both email and phone at least three (3) business days in advance of any access to the Leased Premises or Property for any Tests on the Leased Premises. All access for Test purposes must be taken from State Route 527 or the adjacent property to the north. Tenant is responsible for obtaining any necessary construction easements for accessing the Leased Premises from the property to the north. Access is not permitted from or across any improved

T-Mobile's Site No. and Name: SE01808D / Mill Creek Town Center/Sports Park

City's Site Name: Town Center/Sports Park

MILL CREEK – 2014 T-MOBILE TOWER LEASE – 1

portion of the Property. Within thirty (30) days of the Effective Date, Tenant shall provide to Landlord the insurance required by Section 11, or such lesser insurance as Landlord may agree to.

1.3 Tenant shall promptly restore, repair, and, if required by Landlord, replace any damage to the Leased Premises or Property caused by, or resulting from, the Tests, including but not limited to the replacement and repair of any fence, sidewalk, curb, paved driveway or walking path, landscaping and vegetation damaged during the Tests, and further including the remediation or restoration of any environmental damage, harm, release, or disposal. If in the course of any Tests performed by the Tenant there is damage caused to the Property or the public right of way adjacent to the Property, and if such damage in the opinion of the Landlord creates a public safety threat or hazard, Tenant shall repair such damage or restore such property within twenty-four (24) hours at Tenant's sole expense. Tenant hereby indemnifies Landlord for all of Tenant's actions and all damages arising therefrom during the Option Period and the Option Extension, if any.

1.4 Exercise of Option. If Tenant determines in its sole discretion to exercise the Option, Tenant shall timely deliver to Landlord notice of such decision pursuant to Sections 1 (Option) and 12 (Notices) (hereinafter, "Exercise of the Option"). Within thirty (30) days of the Exercise of the Option, Tenant will deliver the first annual Rent (as defined below) payment pursuant to Section 4. The final location, boundaries and legal description of the Leased Premises, which shall be that portion of the Property sufficient for placement of the Antenna Facilities together with necessary space and easements for access and utilities, are described and depicted in the attached **Exhibit B, Exhibit B-1, Exhibit B-2 and Exhibit C**. The Leased Premises will comprise approximately 1,450 square feet.

## II. Lease Terms

2. Term. The initial term of this Lease shall be five (5) years commencing on the date of Exercise of the Option pursuant to Section 1.4 ("Commencement Date"), and terminating at midnight on the last day of said 5-year initial term ("Initial Term").

3. Renewal. Tenant shall have the right to extend the Initial Term for up to five (5) additional and successive five-year terms (each a "Renewal Term") on the same terms and conditions as set forth herein. This Lease shall automatically renew for each successive Renewal Term on the applicable anniversary of the Commencement Date unless Tenant notifies Landlord in writing pursuant to Section 12 of Tenant's intention not to renew this Lease, such notice to be received by Landlord not more than ninety (90) nor less than thirty (30) days prior to the expiration of the Initial Term or any then-pending Renewal Term, as applicable.

3.1 Holdover. If Tenant shall remain in possession of the Leased Premises at the expiration of this Lease, such tenancy shall be deemed a month-to-month tenancy under the same terms and conditions of this Lease; provided however that: (i) the Rent (as defined below) payable for each holdover month shall be paid in advance to Landlord in the amount of 1/9th of the immediately preceding annual Rent, (ii) the maximum holdover period shall not exceed

ninety (90) days, and (iii) Tenant shall have vacated the Leased Premises and Landlord shall have the right to sole possession of the Leased Premises on or before the expiration of the holdover period.

4. Rent. From and after the Commencement Date, Tenant shall pay Landlord or designee, as rent, the sum of **forty-eight thousand and no/100 dollars (\$48,000.00)** per year ("Rent"). The first payment of Rent shall be paid within thirty (30) days of the Exercise of the Option. Thereafter, Rent will be payable annually on or before the annual anniversary of the Commencement Date to Landlord at the address specified in Section 12. If this Lease is terminated for any reason (other than a default by Tenant) at a time other than the last day of the year, Rent shall be prorated as of the date of termination and a prorated refund of prepaid Rent shall be made to Tenant within thirty (30) days. Landlord, its successors, assigns and/or designee, if any, will submit to Tenant any documents required by Tenant in connection with the payment of Rent, including without limitation, an IRS Form W-9. At the commencement of each Renewal Term, Rent shall be adjusted to an amount equal to one hundred sixteen percent (116%) of the Rent of the prior Initial Term or Renewal Term, as the case may be.

5. Permitted Use. The Leased Premises may be used by Tenant exclusively for the transmission, amplification and reception of radio communication signals and for the construction, installation, operation, maintenance, repair, removal, modification or replacement of related facilities, including, without limitation, tower and base, antennas, microwave dishes, equipment shelters and/or cabinets, and related cables, utility lines, base radios, batteries, an emergency backup generator, and a location based system as may be required by any county, state or federal agency/department ("Antenna Facilities"). Landlord and Tenant agree that the Antenna Facilities shall include a monopole built to a height that shall not exceed one hundred eighty feet (180') above grade, to be painted a color to match the existing vegetation on site ("Monopole"), along with screened equipment located at the base of the Monopole within the Leased Premises, which can include equipment shelter buildings. The initial installation of the Antenna Facilities shall strictly conform to the descriptions, plans, specifications and drawings submitted to and approved by Landlord prior to construction and any modifications thereto shall be in conformance herewith. Landlord shall review and approve the initial construction drawings prior to the start of construction of the Antenna Facilities ("Initial Construction Drawings") which depict the placement of the Antenna Facilities within the legal description described on **Exhibit B** and the surveyed Antenna Facility area depicted on the **Exhibit C**. Such approval may be evidenced by a signature of the appropriate party of Landlord on the front page of the Initial Construction Drawings. After the initial construction of the Antenna Facilities is complete, so long as the equipment is screened, Tenant shall have the right to add to, remove and/or modify its equipment contained within its equipment shelter building, or located on a slab-on-grade, without Landlord approval. Notwithstanding the foregoing, any subsequent construction or alteration of the Antenna Facilities that is located on the Monopole (and visible when viewed from the ground level) shall require the prior written approval of Landlord (such approval shall not be unreasonably withheld, conditioned or delayed, provided however, in no event shall approval be conditioned on the payment of additional Rent) unless such installations involve the replacement of prior existing equipment and the replacement equipment is of the same size or smaller, is located in the same area, and is painted in the same manner as the equipment being replaced. All construction is contingent upon Tenant, and any collocators or

subtenants, obtaining all necessary permits and design review required by the City of Mill Creek Municipal Code and compliance with all other applicable laws and regulations.

6. Interference. Tenant shall not use nor allow use of the Leased Premises in any way which interferes with the use of the Property by Landlord or Landlord's prior existing lessees or licensees or with the use of the Property by Landlord's, invitees or guests as a Sports Park. Landlord shall not use nor allow its lessees, licensees, invitees or guests to use the Property in any way which materially interferes with the physical access of Tenant to the Leased Premises or use or operation of the Antenna Facilities as permitted hereunder. In case of such interference, the complaining party shall immediately notify the other party in writing, who shall make all reasonable efforts to promptly correct the interference. Should said party be unsuccessful in correcting the interference within a reasonable period of time (not to exceed forty-eight (48) hours) after receipt of written notice, said party shall be deemed to be in breach of this Lease in accordance with Section 9. In the event any such interference does not cease within such forty-eight (48) hour time period, the parties acknowledge that continuing interference may cause irreparable injury and, therefore, the injured party shall have the right, in addition to any other rights that it may have at law or in equity, to bring a court action to enjoin such interference or to terminate this Lease immediately upon written notice.

7. Improvements; Utilities; Access.

7.1 Tenant shall have the right, at its expense, to erect and maintain on the Leased Premises the Antenna Facilities as set forth in Section 5. Tenant shall cause all construction to occur lien-free and in compliance with all applicable laws, ordinances, and land use regulations and permits obtained prior to initial installation of the Antenna Facilities, and as such laws, ordinances and land use regulations may change from time to time. The Antenna Facilities shall remain the exclusive property of Tenant and shall not be considered fixtures. Tenant shall have the right to remove the Antenna Facilities and perform restoration work as described below at any time during the Lease and a duty to remove the Antenna Facilities within thirty (30) days of the expiration or the earlier termination of the Lease.

7.2 Tenant, at its expense, may use appropriate means of restricting access to the Leased Premises and Antenna Facilities, including the construction of a fence after obtaining a permit for such construction from Landlord which will not be unreasonably withheld, conditioned or delayed.

7.3 Tenant shall, at Tenant's expense, keep and maintain the Antenna Facilities in commercially reasonable condition and repair during the term of this Lease, normal wear and tear excepted.

7.4 Tenant shall have the right to install utilities, at Tenant's expense, and to improve the present utilities on the Leased Premises or as allowed by the License as defined in Section 7.5, including but not limited to installation of emergency power generators. Landlord agrees to use reasonable efforts in assisting Tenant to acquire necessary utility service. Tenant shall install separate meters for all utilities to the Leased Premises.

7.5 As partial consideration for Rent paid under this Lease, Landlord hereby grants Tenant for the term of this Lease a non-exclusive license ("License") on, under and across the Property, as shown on **Exhibit B-1**, for ingress, egress, utilities and access, including access for the purposes described in Section 1 to the Leased Premises ("License Area"). The License Area shall be adequate to install and maintain utilities, including but not limited to the installation of power and telephone service cables, and to service the Leased Premises and the Antenna Facilities during the Lease. Landlord does not grant, nor shall Tenant use, any area on the Property outside of the License Area shown on **Exhibit B-1** for ingress, egress, utilities and access, and Landlord and Tenant both agree that Tenant shall not have access to the Antenna Facilities through the developed portion of Landlord's Property, which shall include the ballfields and parking area accessed via North Creek Drive. Access for construction of the Antenna Facilities shall be via State Route 527 or from the adjacent property to the north for which Tenant has an easement which expires in 2015. Once the easement for access on the property to the north expires, all access for maintenance or modifications shall be via SR 527. Notwithstanding the foregoing, if Tenant discovers the License Area creates an undue hardship for construction, access or maintenance of the Antenna Facilities, Tenant shall notify Landlord in writing and Landlord shall work with Tenant to provide additional access as reasonably necessary. The License provided hereunder shall have the same term as this Lease and is revocable only as expressly set forth herein during such time.

7.6 To the extent within Landlord's control, Tenant shall have 24-hours-a-day, 7-days-a-week access to the Leased Premises at all times during the Lease in accordance with the License.

7.7 In connection with its negotiating a separate construction access easement agreement with the property located directly north of the Property, Tenant shall have the right to construct a curb-cut and paved driveway from State Route 527 adjacent to the Leased Premises as shown on **Exhibit B-2** attached hereto ("Driveway"), and shall repair and restore any damage caused to the existing asphalt walking path by such work. Said improvements shall be within the scope of the License Area. Tenant will be the primary user of the Driveway and shall assume responsibility for the maintenance thereof. The foregoing notwithstanding, Tenant shall have no responsibility to maintain or repair the remainder of Landlord's walking path on the Property, except to the extent such path is damaged by Tenant. Upon expiration or earlier termination of this Lease, such improved Driveway shall not be required to be removed by Tenant but shall be turned over to Landlord in reasonably good condition and thereafter owned by Landlord whereupon Tenant shall have no further liability for the maintenance or removal thereof. In addition, Landlord will maintain the existing asphalt walking path following any required repair and restoration.

7.8 Tenant will not cut, damage, or remove any existing trees on the Property, except those trees specifically designated for removal as shown on **Exhibit C**. Tenant will work with an ISA certified arborist to prepare all construction plans to avoid damaging surrounding trees. Tenant will be fully liable for damage caused to trees not designated for removal, including treble damages pursuant to RCW 64.12.030, plus any attorneys' fees and costs incurred by Landlord to collect such damages.

8. Termination. Except as otherwise provided herein, this Lease may be terminated, without any penalty or further liability, as follows:

8.1 Upon thirty (30) days written notice by Landlord if Tenant fails to cure a default in payment of Rent or Additional Rent within such thirty (30) day period.

8.2 Upon thirty (30) days written notice by Tenant if Tenant determines any unacceptable results of any Tests prior to or following installation of Antenna Facilities, or if Tenant does not obtain, maintain, or otherwise forfeits or cancels any required license (including without limitation an FCC license), permit or any other Governmental Approval necessary to the installation and/or operation of the Antenna Facilities.

8.3 Upon thirty (30) days written notice by Tenant if Tenant determines that the Leased Premises or Antenna Facilities are inappropriate or unnecessary for Tenant's operations for economic or technological reasons.

8.4 Upon thirty (30) days written notice by Tenant if the Leased Premises or Antenna Facilities are destroyed or damaged so as in the Tenant's reasonable judgment to substantially and adversely affect the effective use of the Antenna Facilities, in which case the provisions of Sections 8.6 and 11.3 shall apply.

8.5 At the time title to the Leased Premises or Property transfers to a condemning authority pursuant to a taking of all or a portion on the Property sufficient in Tenant's determination to render the Leased Premises unsuitable for Tenant's use. Landlord and Tenant shall each be entitled to pursue their own separate awards with respect to such taking. Sale of all or part of the Property to a purchaser with the power of eminent domain in the face of the exercise of the power shall be treated as a taking by condemnation.

8.6 Unless otherwise agreed to by Landlord and Tenant in writing, in the event of termination or expiration of this Lease for any reason, and including any filing for bankruptcy, declaration of insolvency, and/or assignment for the benefit of creditors, Tenant shall within ninety (90) days remove the Antenna Facilities and all other improvements and possessions from the Leased Premises, and leave the Leased Premises and Property in a safe, neat, and clean condition. As security for such removal and restoration, Tenant shall maintain a removal and restoration bond or other security device reasonably acceptable to Landlord and Tenant in the amount of Twenty Thousand and 00/100 Dollars (\$20,000.00) until such removal and restoration has been completed to the standards set forth herein, and shall be provided to Landlord within thirty (30) days of the Commencement Date. Said security may be used by Landlord to remove and dispose of the Antenna Facilities and all other equipment on the Leased Premises and/or Property, and/or to restore Property to a safe, clean, and neat condition if Tenant fails to do so as required herein. Any unexpended portion of such security amount shall be promptly returned to Tenant. In the event Landlord exercises its option to use the security to mitigate Tenant's default and Tenant's failure to cure within the applicable notice, grace and cure periods, Tenant shall remain liable for any damages and costs that exceed the portion of the security used.



9. Default and Right to Cure. Unless otherwise specifically set forth herein to the contrary, and without waiving any other rights granted to it at law or in equity, each party shall have the right, but not the obligation, to terminate this Lease on written notice pursuant to Section 12 hereof, specifying the failure or performance of default, to take effect within thirty (30) days, if the other party fails to perform any covenant or commits a material breach of this Lease and fails to diligently pursue a cure thereof to its completion during such thirty (30) day period.

10. Taxes. During the entire term of this Lease, Tenant shall timely pay all taxes, assessments, liens and license fees ("Taxes") levied, assessed or imposed by any authority having jurisdiction to tax or assess any such liens, to the extent caused by Tenant's use of the Leased Premises, and all Taxes on Tenant's personal property located on the Leased Premises. Tenant acknowledges that Landlord is a public agency and that the Property on which the Leased Premises is located is exempt from real property taxes. In lieu of real property taxes, if the Washington State Department of Revenue ceases to assess Tenant directly, Tenant shall pay to Landlord any Washington Leasehold Excise Tax if required to do so by RCW Chapter 82.29A ("Additional Rent"). The current tax rate is twelve and eighty-four hundredths percent (12.84%) of the gross rental rate, which amount shall be paid as Additional Rent along with each payment of Rent as provided in Section 4. In the event that the Washington Leasehold Excise Tax rate is increased or decreased by revision to the statute, Tenant shall pay the adjusted rate along with the Rent payment next due following notification by Landlord of the change. In the event that additional Washington Leasehold Excise Tax is imposed by tax audit or other tax inquiry by any governmental agency, then Tenant shall pay the amount imposed within thirty (30) days after notice thereof from Landlord.

11. Insurance, Casualty Loss, and Indemnification.

11.1 Coverage Types and Limits. Tenant shall maintain the following insurance at its sole cost and expense: (1) Commercial General Liability insurance with a combined single limit of at least \$2,000,000.00 and general aggregate limit per occurrence, \$4,000,000.00 aggregate, and product-completed operations aggregate limit of \$1,000,000.00; provided that Landlord may increase such limits from time to time by not less than three hundred sixty-five (365) days written notice provided such increase is not in excess of thirty percent (30%) during any single five (5) year term. (2) Special Form (ISO CP 10 30 or equivalent) property insurance in an amount sufficient to cover not less than ninety percent (90%) of the full replacement cost, as the same may exist from time to time, of all of the Antenna Facilities and Tenant's personal property, fixtures, equipment and other Tenant improvements. (3) Workers' Compensation Insurance in coverage and amounts as required by Washington State. (4) Employers Liability coverage with a limit of at least \$1,000,000.00.

11.2 Coverage Requirements. The policies in Section 11.1 are each subject to the following requirements. The amount of any deductible or self-insured retention shall be the sole responsibility of Tenant and shall be in commercially reasonable amounts, as reasonably determined by Tenant but provided to Landlord in writing promptly following receipt of a written request from Landlord. The policies shall not contain any non-standard exclusions or endorsements. The Commercial General Liability and Employee Liability policies shall name Landlord as an additional insured (ISO CG 20 26 endorsement or equivalent), and shall insure

Tenant's activities and those of Tenant's employees, officers, contractors, agents, servants, and employees with respect to the Leased Premises and Property against loss, damage or liability for personal injury, bodily injury including death, and loss or damage to property, including contractual liability assumed under this Lease up to the policy limits. The policies shall be written on an occurrence basis, shall be primary and noncontributory with any liability insurance carried by Landlord to the extent claims arise from or are caused by Tenant's or its employees', officers', contractors', agents', servants' or employees' negligent acts and omissions or violation of the terms of this Lease, and shall provide that the insurance company has a duty to defend all insureds under the policy. The policies shall be with companies rated A-VII or better in A.M. Best's Insurance Guide, and that are authorized to transact business in the State of Washington. No policy shall be canceled or reduced in coverage below the requirements set forth herein, and each policy shall provide that it is not subject to cancellation or such a reduction in coverage, except after thirty (30) days' prior written notice to Landlord. Tenant shall deliver to Landlord within thirty (30) days of the Effective Date and annually thereafter, certificates of insurance and copies of all endorsements required by this Section 11. In no event shall the limit of such policies be considered as limiting the liability of Tenant under this Lease.

11.3 Casualty Loss. Notwithstanding anything to the contrary herein, (i) Tenant shall be solely responsible for any casualty loss of the Antenna Facilities and all other equipment, fixtures, or improvements on the Leased Premises or as allowed by this Lease; and (ii) Tenant shall promptly repair, replace or remove, at its sole expense, the Antenna Facilities and all other equipment on the Leased Premises following any casualty loss. In no event may Tenant accept insurance proceeds or other compensation for such casualty loss without repairing, replacing, or removing said Antenna Facilities, equipment, fixtures or improvements from the Property.

11.4 Waiver of Subrogation. Landlord and Tenant each waive any right of subrogation against each other for losses or damage covered by insurance. Each party shall provide notice to their insurance carrier or carriers of this mutual waiver of subrogation, and shall cause its respective insurance carriers to waive all rights of subrogation against each other. The insurance policies required by this Section 11 shall contain an express waiver of any right of subrogation by each insurance company against the non-procuring party and its officers, officials, employees, and agents.

11.5 Tenant shall defend, indemnify, and hold Landlord harmless from and against all liability, damages, penalties, costs, and expenses, including attorney's fees, for personal injury, bodily injury (including death) and property damage to the extent directly caused by Tenant and/or its agents, contractors or employees. Landlord shall defend, indemnify, and hold Tenant harmless from and against all liability, damages, penalties, costs, and expenses, including attorney's fees, for personal injury, bodily injury (including death) and property damage to the extent directly caused by Landlord, its agents, contractors or employees. Landlord and Tenant specifically and expressly waive their respective immunity under the Washington State Industrial Insurance Act, Title 51 RCW. Tenant's indemnity obligations shall not be limited by any limitation on the amount or type of damages, compensation, or benefits payable to or for any third party under the Worker Compensation Acts, Disability Benefit Acts or other employee benefit acts.

11.6 Tenant shall not be responsible to Landlord, or any third-party, for any claims, costs or damages, including fines and penalties, attributable to any pre-existing violations of applicable codes, statutes or other regulations governing the Property.

11.7 Notwithstanding the foregoing, this indemnification shall not extend to indirect, special, incidental or consequential damages, including, without limitation, loss of profits, income or business opportunities to the indemnified party or anyone claiming through the indemnified party. The indemnifying party's obligations under this Section 11 are contingent upon (i) its receiving prompt written notice of any event giving rise to an obligation to indemnifying the other party and (ii) the indemnified party's granting it the right to control the defense and settlement of the same. Notwithstanding anything to the contrary in this Lease, the parties confirm that the provisions of this Section 11 have been mutually negotiated and shall survive the expiration or termination of this Lease.

12. Notices. All notices, requests, demands and other communications shall be in writing and are effective three (3) days after deposit in the U.S. mail, certified and postage paid, or upon receipt if personally delivered or sent by next-business-day delivery via a nationally recognized overnight courier to the addresses set forth below.

**If to Tenant:**

T-Mobile USA, Inc.  
12920 SE 38th Street  
Bellevue, WA 98006  
Attn: Lease Compliance/SE01808D

**If to Landlord:**

City of Mill Creek  
Attn: Public Works Director  
15728 Main Street  
Mill Creek, WA 98012

With a Copy to:  
City Attorney  
15728 Main Street  
Mill Creek, WA 98012

13. Quiet Enjoyment, Title and Authority. During the Initial Term and any Renewal Terms, Landlord represents and warrants that: (i) Landlord has full right, power and authority to execute and perform this Lease; (ii) Landlord has good and unencumbered fee title to the Property free and clear of any liens or mortgages, except those disclosed in writing to Tenant and which will not interfere with Tenant's rights to or use of the Premises; (iii) execution and performance of this Lease will not violate any laws, ordinances, covenants, or the provisions of any mortgage, lease, or other agreement binding on Landlord; and (iv) Tenant's quiet use and enjoyment of the

Leased Premises and the rights and privileges granted herein shall not be disturbed by Landlord as long as Tenant is not in default of this Lease.

14. Environmental Laws. Landlord represents that it has no actual knowledge of any substance, chemical or waste on the Leased Premises that is identified as hazardous, toxic or dangerous in any applicable federal, state or local law or regulation ("Hazardous Substance"). Landlord and Tenant shall not knowingly release, dispose of, introduce or use any Hazardous Substance in violation of any applicable law. Each party agrees to defend, indemnify and hold harmless the other from and against any and all administrative and judicial actions, rulings, claims, causes of action, demands and liability including but not limited to damages, costs, expenses, assessments, penalties, fines, losses, judgments and reasonable attorney fees that the indemnitee may suffer or incur due to the existence of, or due to the release, introduction or disposal of, any Hazardous Substance into the environment that relate to or arise from the indemnitor's activities. The indemnifications in this Section 14 specifically include, without limitation, costs incurred in connection with any investigation of site conditions or any cleanup, remedial, removal or restoration work required by any governmental authority. This Section 14 shall survive the termination or expiration of this Lease.

15. Assignment and Subleasing.

15.1 Tenant may assign or transfer this Lease to another entity, and shall provide notice to Landlord within thirty (30) days of such transfer. Prior to the effective date of such assignment or transfer, Tenant shall remedy all outstanding defaults and/or past due obligations under the Lease, unless Landlord agrees otherwise. Notwithstanding the foregoing however, Tenant shall be relieved of all future liabilities and obligations accruing hereunder after such assignment provided such assignee agrees in writing to assume all such future liabilities and obligations in writing and is, in Landlord's reasonable determination, of sufficient financial strength or credit worthiness to maintain the facility as of the date of assignment, whereupon Landlord shall look solely to such assignee for performance under this Lease and all such future obligations and liabilities hereunder. Notwithstanding the foregoing, nothing herein shall be interpreted to release Tenant (or any of its successors-in-interest) from any obligation or liability accrued by it prior to the effective date of the assignment to the applicable assignee.

15.2 Tenant may sublease or license portions of the Antenna Facilities Leased Premises, and License Area for the purpose of collocating other wireless carrier's equipment on the Monopole and within the Leased Premises. Any such sublease that is entered into by Tenant shall be subject to this Lease.

15.3 Landlord shall have the right to assign or otherwise transfer this Lease and the License upon written notice to Tenant except for the following: any assignment or transfer of this Lease which is separate and distinct from a transfer of Landlord's entire right, title and interest in the Leased Premises, shall require the prior written consent of Tenant which shall not be unreasonably withheld. Upon Tenant's receipt of (i) an executed deed or assignment, and (ii) an IRS Form W-9 from assignee, and subject to Tenant's consent, if required, Landlord shall be relieved of all liabilities and obligations accruing thereafter hereunder and Tenant shall look solely to assignee for performance under this Lease and all such future obligations hereunder.

15.4 Additionally, notwithstanding anything to the contrary above, Landlord and Tenant may, upon notice to the other, grant a security interest in this Lease (and as regards the Tenant, in the Antenna Facilities), and may collaterally assign this Lease (and as regards the Tenant, in the Antenna Facilities) to any mortgagees or holders of security interests, including their successors or assigns (collectively "Secured Parties"). In such event, Landlord or Tenant, as the case may be, shall execute such consent to leasehold financing as may reasonably be required by Secured Parties.

16. Successors and Assigns. The Lease shall run with the land. The Lease and the License shall be binding upon and inure to the benefit of the parties, their respective successors, personal representatives and assigns.

17. Waiver of Landlord's Lien. Landlord hereby waives any and all lien rights it may have, statutory or otherwise, concerning the Antenna Facilities or any portion thereof, which shall be deemed personal property for the purposes of this Lease, whether or not the same is deemed real or personal property under applicable laws, and Landlord gives Tenant and Secured Parties the right to remove all or any portion of the Antenna Facilities from time to time, whether before or after a default under this Lease, in Tenant's and/or Secured Party's sole discretion and without Landlord's consent. Tenant shall give Landlord ten (10) days written notice prior to removal of any significant external physical improvements on the Leased Premises, including the Antenna Facilities, equipment, building(s), Monopole, or fencing, and obtain all required permits.

18. Miscellaneous.

18.1 The prevailing party in any litigation arising hereunder shall be entitled to reimbursement from the other party of its reasonable attorneys' fees and court costs, including appeals, if any.

18.2 This Lease constitutes the entire agreement and understanding of the parties and supersedes all prior offers, negotiations and other agreements with respect to the subject matter and property covered by this Lease. Any amendments to this Lease shall be in writing and executed by both parties.

18.3 This Lease shall not be recorded, but a Memorandum of Lease in substantially the form attached as **Exhibit D** may be recorded in place of this Lease by either party upon thirty (30) days prior written notice providing a copy of such memorandum.

18.4 Landlord and Tenant agree to reasonably cooperate with the other in executing documents required under this Lease. The party requesting execution shall pay the costs of the other party in doing so. In the event the Leased Premises is encumbered by a mortgage or deed of trust, Landlord agrees, upon request of Tenant and at Tenant's expense, to obtain and furnish to Tenant a non-disturbance and attornment agreement for each such mortgage or deed of trust, in a form reasonably acceptable to Tenant.

18.5 Tenant may obtain title insurance on its interest in the Leased Premises. Landlord agrees to execute such documents at the Tenant's expense as the title company may reasonably require in connection therewith.

18.6 This Lease shall be construed in accordance with the laws of the State of Washington. Venue for any action concerning this Lease shall be in Snohomish County superior court. The parties consent to jurisdiction in such court.

18.7 If any term of this Lease is found to be void or invalid, the remaining terms of this Lease shall continue in full force and effect. Any questions of particular interpretation shall not be interpreted against the drafter, but rather in accordance with the fair meaning thereof. No provision of this Lease will be deemed waived by either party unless expressly waived in writing by the waiving party. No waiver shall be implied by delay or any other act or omission of a party. No waiver by either party of any provision of this Lease shall be deemed a waiver of such provision with respect to any subsequent matter relating to such provision.

18.8 The persons who have executed this Lease represent and warrant that they are duly authorized to execute this Lease in their individual or representative capacities as indicated.

18.9 This Lease may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute a single instrument.

18.10 All Exhibits referred to herein are incorporated herein for all purposes. The parties understand and acknowledge that Exhibits A, B, B-1, B-2, C and Exhibit D, the "Memorandum of Lease", are attached to this Lease.

18.11 If either party is represented by any broker or any other leasing agent, such party is responsible for all commissions, fees, or other payment to such agent, and shall indemnify and hold the other party harmless from all claims by such broker or anyone claiming through such broker.

**THE REMAINDER OF THIS PAGE HAS BEEN LEFT INTENTIONALLY BLANK**

18.12 Effective Date. The effective date of this Lease is the date of execution by the last party to sign the Lease.

IN WITNESS WHEREOF, the Parties have executed this Lease on the day and year last executed below.

**LANDLORD: City of Mill Creek, a Washington municipal corporation**

By: [Signature] OCT 24, 2014  
Ken Armstrong  
City Manager  
Date

The City Council for the City of Mill Creek authorized and approved this Lease for the City of Mill Creek by Mill Creek Resolution No. 2014- 515.

Attest: [Signature] 10/24/14  
Kelly Chelin  
City Clerk  
Date

Approved as to Form

By: [Signature]  
Shane Moloney  
City Attorney  
Date

**TENANT: T-Mobile West LLC,  
a Delaware limited liability company**

By: [Signature]  
Printed Name: David Gallacher  
Vice President, West Region  
Title: \_\_\_\_\_  
Date: 10/15/14

\*\*\*\* NOTARIZATIONS CONTAINED ON THE FOLLOWING PAGE \*\*\*\*

[Signature]  
T-Mobile Legal Approval  
Melanie Kiely  
9/22/14

**CALIFORNIA ACKNOWLEDGMENT**  
Civil Code §1189

**State of California**

**County of** Contra Costa

On October 15, 2014, before me, Beatriz Rodriguez, Notary Public, personally appeared David Gallacher, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

  
\_\_\_\_\_  
(Notary Signature)



(Notary Public Seal)

**DESCRIPTION OF THE ATTACHED DOCUMENT**

Site Lease with Option Between City of Mill Creek and T-Mobile West LLC  
(Title or description of the attached document)

Document Date: October 15, 2014 Number of pages: 23

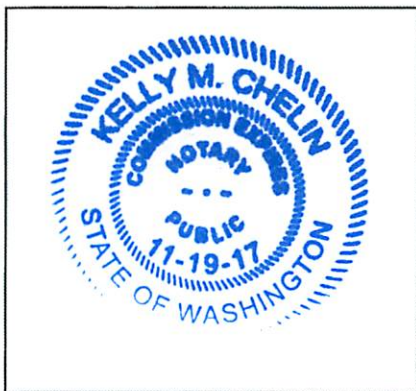
Additional Information: \_\_\_\_\_



STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF SNOHOMISH )

I certify that I know or have satisfactory evidence that Ken Armstrong 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 **City Manager** of the **City of Mill Creek** to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: 10/24/14



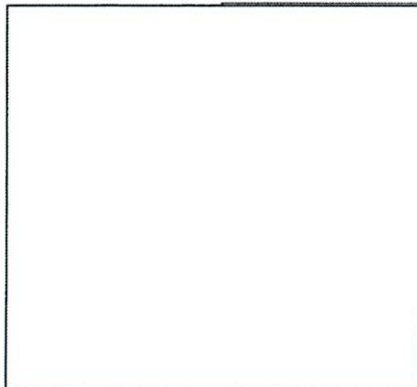
(Use this space for notary stamp/seal)

Kelly M. Chelin  
Notary Public  
Print Name Kelly M. Chelin  
My commission expires 11-19-17

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF KING )

I certify that I know or have satisfactory evidence that \_\_\_\_\_ is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the \_\_\_\_\_ of **T-Mobile West LLC, a Delaware limited liability company**, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: \_\_\_\_\_



\_\_\_\_\_  
Notary Public  
Print Name \_\_\_\_\_  
My commission expires \_\_\_\_\_

STATE OF WASHINGTON

COUNTY OF KING

I, the undersigned, do hereby certify that the within and foregoing is a true and correct copy of the original as the same appears in the files of the State of Washington, and that the same is a true and correct copy of the original as the same appears in the files of the State of Washington, and that the same is a true and correct copy of the original as the same appears in the files of the State of Washington.

11/11/11

*[Signature]*  
Notary Public  
My commission expires 11-11-11



STATE OF WASHINGTON

COUNTY OF KING

I, the undersigned, do hereby certify that the within and foregoing is a true and correct copy of the original as the same appears in the files of the State of Washington, and that the same is a true and correct copy of the original as the same appears in the files of the State of Washington, and that the same is a true and correct copy of the original as the same appears in the files of the State of Washington.

11/11/11

*[Signature]*  
Notary Public  
My commission expires 11-11-11

NOTARY PUBLIC  
KELLY M. CHELINI  
11-11-11

**EXHIBIT A**  
**LEGAL DESCRIPTION OF THE PROPERTY**

**EXHIBIT A**

**LEGAL DESCRIPTION:** Real property in the County of Snohomish, State of Washington, described as follows:

**A parcel of land within the Southeast quarter of the Northwest quarter and the Southwest quarter of the Northeast quarter, all in Section 31, Township 28 North, Range 5 East, W.M., in Snohomish County, Washington, described as follows:**

**Starting at the Northeast corner of the Southeast quarter of the Northwest quarter of said Section 31;**  
**thence Southerly along the East line of said subdivision, a distance of 660 feet to the true point of beginning of Tract 1;**  
**thence Westerly, parallel to the North line of said subdivision a distance of 410 feet;**  
**thence on an approximate bearing of South 25°00' East a distance of 496 feet, more or less, to a point which is 1110 feet South of and 200 feet West of the Northeast corner of said subdivision;**  
**thence on a bearing of South 67° East, a distance of 240 feet, more or less, to the Westerly right of way line of the Bothell-Everett Highway;**  
**thence Northeasterly along the Westerly right of way line of said Highway, a distance of 595 feet, more or less, to North line of the South half of the Southwest quarter of the Northeast quarter of said Section 31;**  
**thence Westerly along the North line of the South half of the Southwest quarter of the Northeast quarter, a distance 303 feet, more or less, to the Northwest corner of the Southwest quarter of the Southwest quarter of the Northeast quarter of said Section 31, and the TRUE POINT OF BEGINNING;**

**EXCEPT that portion conveyed to the State of Washington by Deed recorded under Auditor's File No. 199909300379.**

Tax Parcel ID No. 280531-001-025-00

**EXHIBIT B**  
**LEGAL DESCRIPTION OF THE LEASED PREMISES**

A tract of land located within the following described parcel:

A parcel of land within the Southeast quarter of the Northwest quarter and the Southwest quarter of the Northeast quarter, all in Section 31, Township 28 North, Range 5 East, W.M., in Snohomish County, Washington, described as follows:

Starting at the Northeast corner of the Southeast quarter of the Northwest quarter of said Section 31;  
Thence Southerly along the East line of said subdivision, a distance of 660 feet to the True Point of Beginning of Tract I;

Thence Westerly, parallel to the North line of said subdivision a distance of 410 feet; Thence on an approximate bearing of South 25 00' East a distance of 496 feet, more or less, to a point which is 1110 feet South of and 200 feet West of the Northeast corner of said subdivision;

Thence on a bearing of South 67° East, a distance of 240 feet, more or less, to the Westerly right of way line of the Bothell-Everett Highway;

Thence Northeasterly along the Westerly right of way line of said Highway, a distance of 595 feet, more or less, to North line of the South half of the Southwest quarter of the Northeast quarter of said Section 31;

Thence Westerly along the North line of the South half of the Southwest quarter of the Northeast quarter, a distance 303 feet, more or less, to the Northwest corner of the Southwest quarter of the Southwest quarter of the Northeast quarter of said Section 31, and the True Point of Beginning;

TOGETHER WITH easements under Recording Numbers 7609280261, 7609280262 and 7611220294.

Said tract more particularly described as follows:

Commencing at the Northwest corner of the South Half of the Southwest quarter of the Northeast quarter of said Section 31;

Thence along the north line of said South Half, South 88°14'03" East 196.25 feet;

Thence South 01°45'57" West 14.37 feet; to the True Point of Beginning;

Thence South 28°12'19" East 15.61 feet;

Thence South 31°40'27" West 39.24 feet;

Thence South 78°21'42" West 17.93 feet;

Thence North 25°59'27" West 30.21 feet;

Thence North 61°47'41" East 49.96 feet to the True Point of Beginning;

Containing 1410 square feet, more or less.

**EXHIBIT B-1**  
**LEGAL DESCRIPTION OF THE LICENSE AREA (INGRESS/EGRESS/UTILITIES**  
**AND ACCESS TO AND FROM THE LEASED PREMISES)**

A tract of land located within the following described parcel:

A parcel of land within the Southeast quarter of the Northwest quarter and the Southwest quarter of the Northeast quarter, all in Section 31, Township 28 North, Range 5 East, W.M., in Snohomish County, Washington, described as follows:

Starting at the Northeast corner of the Southeast quarter of the Northwest quarter of said Section 31;

Thence Southerly along the East line of said subdivision, a distance of 660 feet to the True Point of Beginning of Tract I;

Thence Westerly, parallel to the North line of said subdivision a distance of 410 feet; Thence on an approximate bearing of South 25 00' East a distance of 496 feet, more or less, to a point which is 1110 feet South of and 200 feet West of the Northeast corner of said subdivision;

Thence on a bearing of South 67° East, a distance of 240 feet, more or less, to the Westerly right of way line of the Bothell-Everett Highway;

Thence Northeasterly along the Westerly right of way line of said Highway, a distance of 595 feet, more or less, to North line of the South half of the Southwest quarter of the Northeast quarter of said Section 31;

Thence Westerly along the North line of the South half of the Southwest quarter of the Northeast quarter, a distance 303 feet, more or less, to the Northwest corner of the Southwest quarter of the Southwest quarter of the Northeast quarter of said Section 31, and the True Point of Beginning;

TOGETHER WITH easements under Recording Numbers 7609280261, 7609280262 and 7611220294.

Said tract being a 20 foot wide strip of land more particularly described as follows:

Commencing at the Northwest corner of the South Half of the Southwest quarter of the Northeast quarter of said Section 31;

Thence along the north line of said South Half, South 88°14'03" East 184.47 feet to the True Point of Beginning;

Thence continuing, South 88°14'03" East 76.00 feet to the westerly margin of Bothell-Everett Highway;

Thence along said westerly margin, South 31°40'27" West 23.07 feet;

Thence North 88°14'03" West 49.47 feet;

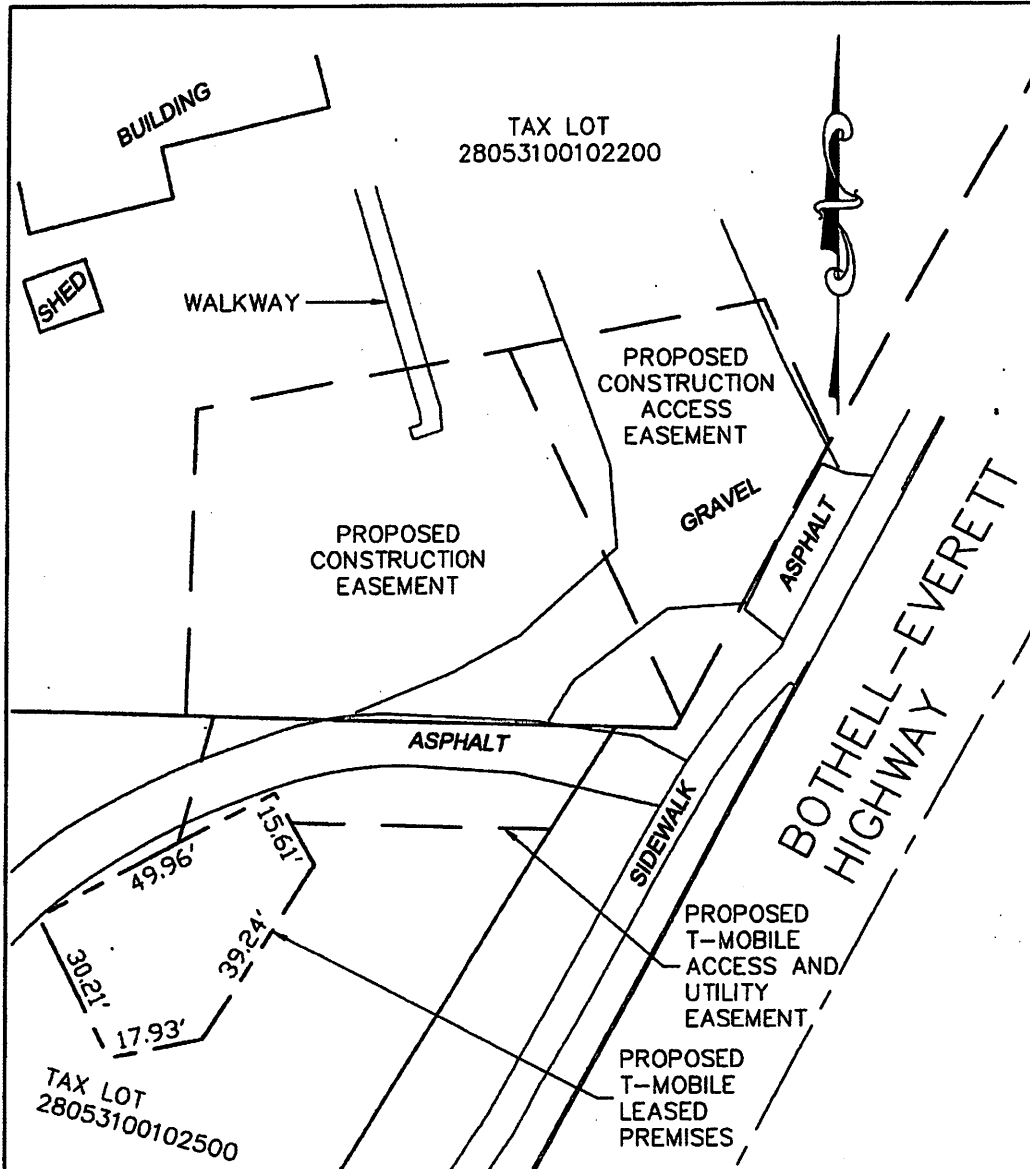
Thence North 28°12'19" West 6.50 feet;


Thence South 61°47'41" West 20.17 feet;

Thence North 14°52'26" East 25.10 feet to the True Point of Beginning;

Containing 1,430 square feet, more or less.

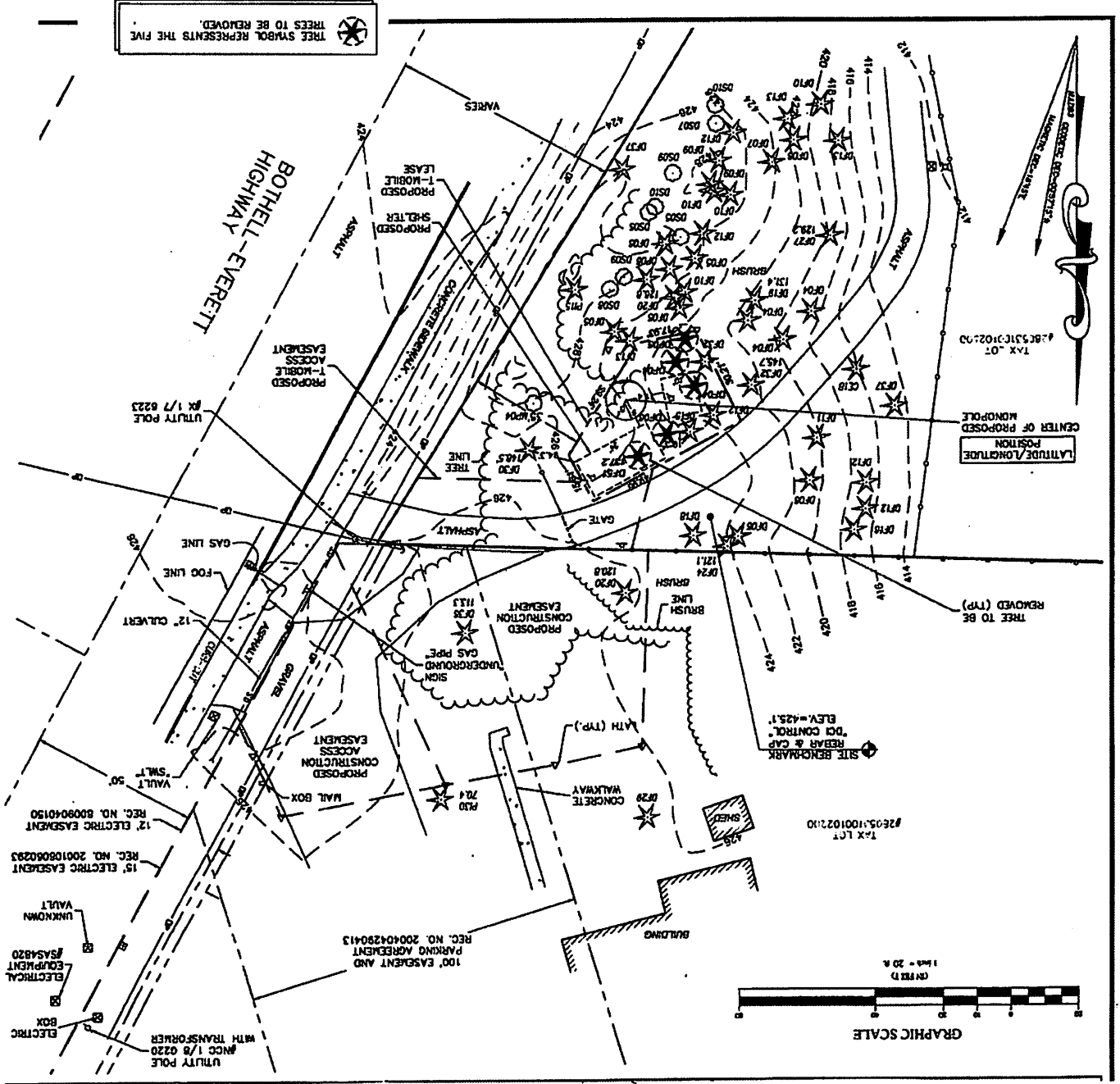
**EXHIBIT B-2**  
**SITE SKETCH OF THE LEASED PREMISES/INGRESS/EGRESS/UTILITIES AND ACCESS**



|   |  |                    |   |  |  |
|---|--|--------------------|---|--|--|
|  <b>DUNCANSON</b><br>Company, Inc.<br>CIVIL ENGINEERING · SURVEYING · LAND PLANNING<br><small>145 SW 155th Street, Ste. 102 - Seattle, Washington 98146<br/>         Phone: (206) 244-4141 Fax: (206) 244-4133</small> |  |                    | <b>SE01808D</b><br><b>MILL CREEK</b><br><b>TOWNCENTER</b> |  |  |
| DRAWN: RLP  |  | DATE: 8/21/14      |   | SHEET: 1   |  |
| SCALE: 1" = 30'   |  | PROJECT: 01808.448 |   | <b>CONSTRUCTION ACCESS</b><br><b>&amp; CONSTRUCTION EASEMENT</b> |  |

**T-Mobile's Site No. and Name: SE01808D / Mill Creek Town Center/Sports Park**  
**City's Site Name: Town Center/Sports Park**  
**MILL CREEK - 2014 T-MOBILE TOWER LEASE -- 18**

**EXHIBIT C  
SURVEY OF LEASED PREMISES SHOWING MONOPOLE LOCATION AND TREES  
TO BE REMOVED**



T-Mobile's Site No. and Name: SE01808D / Mill Creek Town Center/Sports Park  
 City's Site Name: Town Center/Sports Park  
 MILL CREEK - 2014 T-MOBILE TOWER LEASE - 19

**EXHIBIT D**  
**FORM OF MEMORANDUM OF LEASE**

**MEMORANDUM OF LEASE**

Assessor's Parcel Number: 280531-001-025-00

Between City of Mill Creek, a Washington municipal corporation ("Landlord") and T-Mobile West LLC, a Delaware limited liability company ("Tenant")

A Site Lease with Option (the "Lease") by and between City of Mill Creek, a Washington municipal corporation ("Landlord") and T-Mobile West LLC, a Delaware limited liability company ("Tenant") was made regarding a portion of the following property:

See Attached Exhibit "A" incorporated herein for all purposes

The Option is for a term of six (6) months after the Effective Date of the Lease (as defined under the Lease), with up to one (1) additional six (6) month renewal ("Option Extension").

The Lease is for a term of five (5) years and will commence on the date as set forth in the Lease (the "Commencement Date"). Tenant shall have the right to extend this Lease for five (5) additional and successive five (5) year terms.

THE REMAINDER OF THIS PAGE HAS BEEN LEFT INTENTIONALLY BLANK



IN WITNESS WHEREOF, the parties hereto have respectively executed this memorandum effective as of the date of the last party to sign.

**LANDLORD: City of Mill Creek**

By: \_\_\_\_\_  
Ken Armstrong Date  
City Manager

Attest: \_\_\_\_\_  
Kelly Chelin Date  
City Clerk

**Approved as to Form**

By: \_\_\_\_\_  
Shane Moloney Date  
City Attorney

**TENANT: T-Mobile West LLC,**  
a Delaware limited liability company

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

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

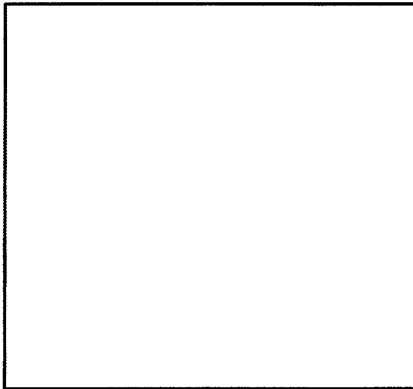
  
T-Mobile Legal Approval  
Melanie Kiely

9/22/14

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF SNOHOMISH )

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 **City Manager of the City of Mill Creek** to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: \_\_\_\_\_



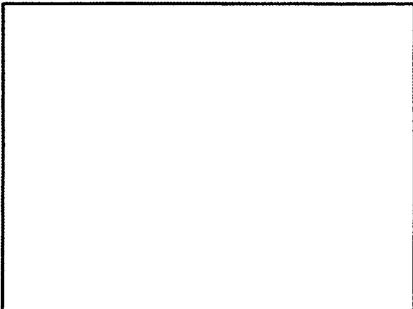
(Use this space for notary stamp/seal)

\_\_\_\_\_  
Notary Public  
Print Name \_\_\_\_\_  
My commission expires \_\_\_\_\_

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF KING )

I certify that I know or have satisfactory evidence that \_\_\_\_\_ is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the \_\_\_\_\_ of **T-Mobile West LLC, a Delaware limited liability company**, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: \_\_\_\_\_



\_\_\_\_\_  
Notary Public  
Print Name \_\_\_\_\_  
My commission expires \_\_\_\_\_

**EXHIBIT A  
LEGAL DESCRIPTION**

**EXHIBIT A**

**LEGAL DESCRIPTION:** Real property in the County of Snohomish, State of Washington, described as follows:

**A parcel of land within the Southeast quarter of the Northwest quarter and the Southwest quarter of the Northeast quarter, all in Section 31, Township 28 North, Range 5 East, W.M., in Snohomish County, Washington, described as follows:**

**Starting at the Northeast corner of the Southeast quarter of the Northwest quarter of said Section 31;  
thence Southerly along the East line of said subdivision, a distance of 660 feet to the true point of beginning of Tract 1;  
thence Westerly, parallel to the North line of said subdivision a distance of 410 feet;  
thence on an approximate bearing of South 25°00' East a distance of 496 feet, more or less, to a point which is 1110 feet South of and 200 feet West of the Northeast corner of said subdivision;  
thence on a bearing of South 67° East, a distance of 240 feet, more or less, to the Westerly right of way line of the Bothell-Everett Highway;  
thence Northeasterly along the Westerly right of way line of said Highway, a distance of 595 feet, more or less, to North line of the South half of the Southwest quarter of the Northeast quarter of said Section 31;  
thence Westerly along the North line of the South half of the Southwest quarter of the Northeast quarter, a distance 303 feet, more or less, to the Northwest corner of the Southwest quarter of the Southwest quarter of the Northeast quarter of said Section 31, and the TRUE POINT OF BEGINNING;**

**EXCEPT that portion conveyed to the State of Washington by Deed recorded under Auditor's File No. 199909300379.**

Tax Parcel ID No. 280531-001-025-00

**After recording return to:**

T-Mobile USA  
12920 SE 38<sup>th</sup> Street  
Bellevue, WA 98006  
Attention: Lease Compliance/SE01808D

**MEMORANDUM OF LEASE**

Assessor's Parcel Number: 280531-001-025-00

Between City of Mill Creek, a Washington municipal corporation ("Landlord") and T-Mobile West LLC, a Delaware limited liability company ("Tenant")

A Site Lease with Option (the "Lease") by and between City of Mill Creek, a Washington municipal corporation ("Landlord") and T-Mobile West LLC, a Delaware limited liability company ("Tenant") was made regarding a portion of the following property:

See Attached Exhibit "A" incorporated herein for all purposes

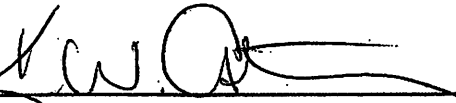
The Option is for a term of six (6) months after the Effective Date of the Lease (as defined under the Lease), with up to one (1) additional six (6) month renewal ("Option Extension").


The Lease is for a term of five (5) years and will commence on the date as set forth in the Lease (the "Commencement Date"). Tenant shall have the right to extend this Lease for five (5) additional and successive five (5) year terms.

**THE REMAINDER OF THIS PAGE HAS BEEN LEFT INTENTIONALLY BLANK**

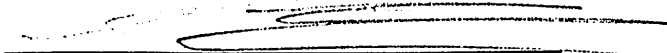
IN WITNESS WHEREOF, the parties hereto have respectively executed this memorandum effective as of the date of the last party to sign.

**LANDLORD:** City of Mill Creek

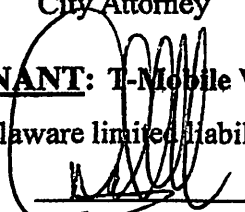
By:  Oct 24, 2014  
Ken Armstrong Date  
City Manager


Attest:  10/24/14  
Kelly Cheln Date  
City Clerk

**Approved as to Form**

By:   
Shane Moloney Date  
City Attorney

**TENANT:** T-Mobile West LLC,  
a Delaware limited liability company

By:   
Printed Name: David Gallacher  
Title: Vice President, West Region  
Date: 10/15/14

 9/22/14  
T-Mobile Legal Approval  
Melanie Klely

**CALIFORNIA ACKNOWLEDGMENT**  
Civil Code §1189


**State of California**

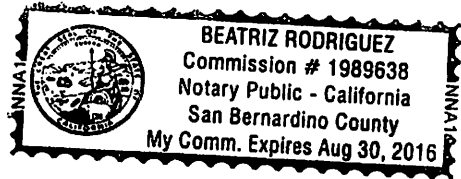
**County of** Contra Costa

On October 15, 2014, before me, Beatriz Rodriguez, Notary Public, personally appeared David Gallacher, who proved to me on the basis of satisfactory evidence to be the person(s)-whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

  
(Notary Signature)



(Notary Public Seal)

**DESCRIPTION OF THE ATTACHED DOCUMENT**

Memorandum of Lease - SE01808D  
(Title or description of the attached document)

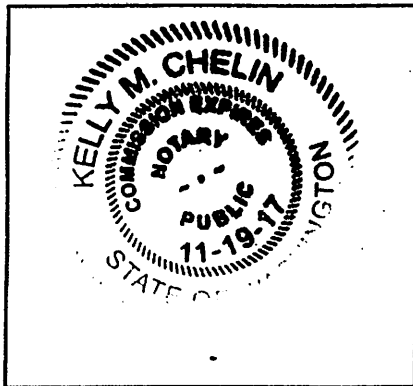
Document Date: October 15, 2014 Number of pages: 4

Additional Information: \_\_\_\_\_

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF SNOHOMISH )

I certify that I know or have satisfactory evidence that Ken Armstrong 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 **City Manager of the City of Mill Creek** to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: 10/24/14



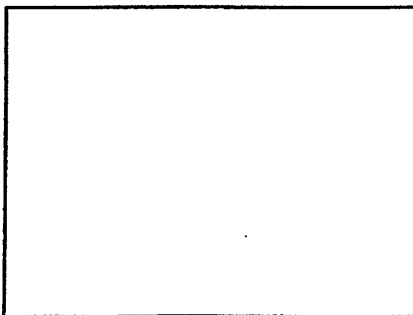
(Use this space for notary stamp/seal)

Kelly M. Chelin  
Notary Public  
Print Name Kelly M. Chelin  
My commission expires 11-19-17

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF KING )

I certify that I know or have satisfactory evidence that \_\_\_\_\_ is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the \_\_\_\_\_ of T-Mobile West LLC, a Delaware limited liability company, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: \_\_\_\_\_



\_\_\_\_\_  
Notary Public  
Print Name \_\_\_\_\_  
My commission expires \_\_\_\_\_

**EXHIBIT A  
LEGAL DESCRIPTION**

**EXHIBIT A**

**LEGAL DESCRIPTION:** Real property in the County of Snohomish, State of Washington, described as follows:

**A parcel of land within the Southeast quarter of the Northwest quarter and the Southwest quarter of the Northeast quarter, all in Section 31, Township 28 North, Range 5 East, W.M., in Snohomish County, Washington, described as follows:**

**Starting at the Northeast corner of the Southeast quarter of the Northwest quarter of said Section 31;**  
**thence Southerly along the East line of said subdivision, a distance of 660 feet to the true point of beginning of Tract 1;**  
**thence Westerly, parallel to the North line of said subdivision a distance of 410 feet;**  
**thence on an approximate bearing of South 25°00' East a distance of 496 feet, more or less, to a point which is 1110 feet South of and 200 feet West of the Northeast corner of said subdivision;**  
**thence on a bearing of South 67° East, a distance of 240 feet, more or less, to the Westerly right of way line of the Bothell-Everett Highway;**  
**thence Northeasterly along the Westerly right of way line of said Highway, a distance of 595 feet, more or less, to North line of the South half of the Southwest quarter of the Northeast quarter of said Section 31;**  
**thence Westerly along the North line of the South half of the Southwest quarter of the Northeast quarter, a distance 303 feet, more or less, to the Northwest corner of the Southwest quarter of the Southwest quarter of the Northeast quarter of said Section 31, and the TRUE POINT OF BEGINNING;**

**EXCEPT that portion conveyed to the State of Washington by Deed recorded under Auditor's File No. 199909300379.**

Tax Parcel ID No. 280531-001-025-00