

LAKEHAVEN UTILITY DISTRICT
King County, Washington

Resolution No. 2014-1240

A RESOLUTION of the Board of Commissioners of the Lakehaven Utility District, King County, Washington, approving the execution of a lease agreement for a parcel of real property owned by the District.

WHEREAS, the District owns real property utilized in the provision of municipal water and sewer service, and

WHEREAS, an entity in the business of providing telecommunication services has expressed an interest in locating telecommunications facilities at the 305th Street Tanks "A" and "B" property located at 30200 51st Avenue South, Auburn, WA, and

WHEREAS, the Board, after holding a public hearing to consider the leasing of such parcel for the location of telecommunications facilities, believing the execution of a lease agreement to be in the best interests of the District;

NOW, THEREFORE, BE IT RESOLVED as follows:


1. The Board hereby finds that, pursuant to the water and sewer system comprehensive plans, the District has a continuing need for ownership of the following parcel of property:


305th Street Tanks "A" and "B" property at South 30200 51st Avenue South, Auburn, WA.

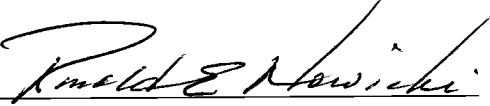
2. The Board additionally finds that the lease of a portion of the 305th Street Tanks "A" and "B" property at South 30200 51st Avenue South, Auburn, WA to SEATTLE SMSA, LIMITED PARTNERSHIP D/B/A VERIZON WIRELESS, A Delaware Limited Partnership under terms and conditions substantially as set forth in the "Lease Agreement" attached hereto as Exhibit "A", would be in the best interests of the District.
3. The General Manager is hereby authorized to execute a lease agreement, substantially in the form as set forth in Exhibit "A", with SEATTLE SMSA, LIMITED PARTNERSHIP D/B/A VERIZON WIRELESS, a Delaware Limited Partnership, for the lease of a portion of the 305th Street Tanks "A" and "B" property at South 30200 51st Avenue South, Auburn, WA

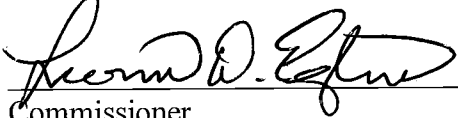
ADOPTED by the Board of Commissioners of Lakehaven Utility District, King County, Washington, at an open public meeting this 11th day of September, 2014.


ATTEST:

 ✓
President and Commissioner Yea Nay Abstain

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Vice President and Commissioner Yea Nay Abstain

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Secretary and Commissioner Yea Nay Abstain

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Commissioner Yea Nay Abstain

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Commissioner Yea Nay Abstain

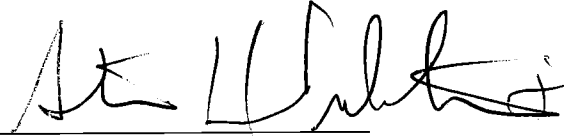
Approved as to form: 
General Counsel

EXHIBIT 'A'

LAKEHAVEN UTILITY DISTRICT

SITE LEASE FOR TELECOMMUNICATIONS FACILITIES

THIS INDENTURE of lease ("Agreement"), made this _____ day of _____, 2014, by and between LAKEHAVEN UTILITY DISTRICT, a municipal corporation, having a mailing address of PO Box 4249, Federal Way, Washington, 98063-4249, (hereinafter referred to as "Lessor") and SEATTLE SMSA, LIMITED PARTNERSHIP D/B/A VERIZON WIRELESS, A Delaware Limited Partnership, its member having an office at 180 Washington Valley Road, Bedminster, N.J. 07921, Attention: Network Real Estate (hereinafter referred to as "Lessee").

BACKGROUND

Lessor owns that certain plot, parcel or tract of land, together with all rights and privileges arising in connection therewith, located at 30200 51st Avenue South, Auburn, Washington 98001, in the County of King, State of Washington (collectively "Property"). A legal description of the Property is incorporated herein at Exhibit A. Lessee desires to use a portion of the Property in connection with its federally licensed communications business. Lessor desires to grant to Lessee the right to use a portion of the Property in accordance with this Agreement.

- LEASE OF PREMISES.** Lessor leases to Lessee portions of the Property consisting of (a) a room/cabinet/ground area space of approximately 360 square feet; and (b) space on the structure together with such easements as are necessary for the antennas and initial installation as described on attachment **Exhibit A** (collectively, "Premises").
- PERMITTED USE.** Lessee may use the Premises for the transmission and reception of communications signals and the installation, construction, maintenance, operation, repair and replacement of its communication facility and related equipment, cables, accessories and improvements, which may include a suitable support structure, associated antennas, equipment shelters or cabinets and fencing and any other items necessary to the successful and secure use of the Premises (collectively the "Communication Facility"); such use may include the right to test, survey and review title on the Property (collectively, the "Permitted Use"). Lessor and Lessee agree that any portion of the Communication Facility that may be described on **Exhibit A** will not be deemed to limit Lessee's Permitted Use. The facilities proposed to be mounted on the tanks are as follows:

Tank "A"	Antenna	8 each
	Remote Radio Head	8 each
	Surge Suppressor	2 each
Tank "B"	Antenna	4 each
	Remote Radio Head	4 each
	Surge Suppressor	1 each

If **Exhibit A** includes conceptual drawings of the initial installation of the Communication Facility, Lessor's execution of this Agreement will signify Lessor's approval of **Exhibit A**. Lessee has the right to make Property improvements, alterations or additions appropriate for Lessee's use including the right to modify, supplement, upgrade, expand the equipment, increase the number of antennas or relocate the Communications Facility ("Lessee's Changes") within the Premises at any time during the term of this Agreement with Lessor's approval, which approval shall not be unreasonably withheld or delayed; except that the Lessee may replace the equipment without such consent. Lessee agrees to comply with all applicable governmental laws, rules, statues, and regulations, relating to its use of the Communication Facility on the Property.

3. **TERM.**

- (a) The initial lease term will be ten (10) years ("Initial Term"), commencing upon the Commencement Date, as defined below. The Initial Term will terminate on the last day of the month in which the tenth annual anniversary of the Commencement Date occurs.
- (b) This Agreement will automatically renew for three (3) additional five (5) year Term(s) [each five (5) year term shall be defined as the "Extension Term"], upon the same terms and conditions unless either party notifies the other, in writing, of its intention not to renew this Agreement at least ninety (90) calendar days prior to the expiration of the existing Term.
- (c) If Lessee remains in possession of the Premises on a month-to-month basis (the "Holdover Term"), subject to the terms and conditions of this Agreement.
- (d) The Initial Term, the Extension Term and the Holdover Term are collectively referred to as the Term ("Term").

4. **RENT.**

- (a) Commencing on the date that Lessee commences construction (the "Commencement Date"); Lessee will pay the Lessor a monthly rental payment of **Two Thousand Seven Hundred Ninety Dollars and No Cents (\$2,790.00)**. ("Rent"), at the address set forth above, on or before the 5th day of each calendar month in advance. Rent will be prorated for any partial month.
- (b) Beginning with year two (2) of the Initial Term, and each year thereafter, including throughout any Extension Terms exercised, the monthly rent shall be increased by four percent (4%) over the previous year's rent.
- (c) Lessor acknowledges receipt of a Site Lease Administration Fee in the amount of Two Thousand Five Hundred Dollars (\$2,500.00) per Lakehaven Utility District Resolution No. 2011-1191, Section 3.J, to cover the administrative costs associated with the review of lease proposals and site plans and for the negotiation and preparation of lease agreements. The charge shall also cover the cost of publishing notice of the public hearing for the proposed lease.

5. **APPROVALS.**

- (a) Lessor agrees to cooperate with Lessee's efforts to obtain all governmental licenses, permits, approvals or other relief required of or deemed necessary or appropriate by Lessee for its use of the Premises, including without limitation applications for zoning variances, zoning ordinances, amendments, special use permits, and construction permits (collectively referred to as "Governmental Approvals"). Lessor authorizes Lessee to prepare, execute and file all required applications to obtain Governmental Approvals for Lessee's Permitted Use under this Agreement and agrees to reasonable assist Lessee with such applications.
- (b) Lessee has the right to obtain a title report or commitment for a leasehold title policy from a title insurance company of its choice and to have the Property surveyed by a surveyor of Lessee's choice.
- (c) Lessee may also obtain, at lessee's sole cost and expense, soil boring, percolation, engineering procedures, environmental investigation or other tests or reports (collectively the "Tests") on, over, and under the Property, necessary to determine if the Lessee's use of the Premises will be compatible with Lessee's engineering specifications, system, design, operations or Governmental Approvals.

6. **INTERFERENCE.**

Lessor acknowledges that it shall not interfere, nor permit its other lessees, employees or agents, to unreasonably interfere, with Lessee's use of the Premises. Lessee shall not use the Premises in any way that interferes with the use of the Property by Lessor, or other lessees, employees, or agents of Lessor. Lessee acknowledges that the Communication Facility it installs will not cause communication interference with other communication facilities on or off the site. Lessee further acknowledges that, should the Communication Facility cause such communication interference with other communication facilities on or off the site, Lessee will, after written notice thereof from Lessor cause the communication interference to cease, within thirty (30) calendar days. If the interference, communication or other, cannot be resolved, either party will be entitled to terminate this Agreement, and render it null and void, consistent with the rights under Paragraph 10 hereunder.

7. **SECURITY.**

The parties acknowledge Lessor's obligation to receive from Lessee a security for Lessee's performance of the lease terms. It is agreed that Lessee shall be required to provide a form of security acceptable to the Lessor, whether it be a letter of credit, cash deposit or a Lease Bond. If providing a bond, it shall be issued from a surety licensed in the State of Washington. The amount of the security will be based upon the base rent for one year. The Bond will guarantee the terms of the lease agreement.

8. **IMPROVEMENTS/ACCESS.**

Lessee shall have a nonexclusive right, at its expense, to erect and maintain on the Premises, improvements, personal property and facilities necessary to operate its Communication Facilities. Lessee shall not be entitled, without the written consent of the Lessor, to make or install any improvements to its facilities not described herein or otherwise alter its use of the Premise. A pre-construction meeting shall be held at least fourteen (14) calendar days prior to installation of facilities. Lessor shall have final approval over construction and/or installation of improvements, which approval shall not be unreasonably withheld or delayed. Lessee shall keep and maintain such facilities in commercially reasonable condition and repair during the term of this Agreement, normal wear and tear excepted. At the end of the lease, the Premises shall be returned to Lessor in good, usable condition, normal wear and tear excepted. As partial consideration for Rent paid under this Agreement, Lessor hereby grants Lessee a non-exclusive easement, for the term of the lease, for ingress and egress to the Premises adequate to install and maintain the improvements and necessary appurtenances.

9. **OPERATING CONDITIONS.**

Lessee agrees to abide by each and every operating condition set forth in **Exhibit B**, attached hereto. Failure to abide by any such operating condition shall constitute a material breach of the Agreement and, upon written notice to Lessee and failure to cure within seven (7) calendar days, Lessor shall have the right to terminate this Agreement in accordance with the terms and conditions set forth herein and enforce such termination in court of competent jurisdiction. Notwithstanding the foregoing, if lessee has commenced to cure the breach within said seven (7) calendar days period, and such efforts are prosecuted to completion with reasonable diligence, Lessor shall not terminate this Agreement.

10. **TERMINATION.**

- (a) Either party may terminate this Agreement (i) for any reason at the end of any lease Term on the provision of written notice of not less than six (6) months prior to the end of such lease Term; or (ii) thirty (30) calendar days prior written notice, if the other party remains in default under either Paragraph 16 or Paragraph 6 of this Agreement after the applicable cure periods.
- (b) Lessee may terminate this Agreement upon written notice to Lessor, if Lessee is unable to obtain, or maintain, any required approval(s) or the issuance of a license or permit by any agency, board, court or other governmental authority necessary for the construction or operation of the Communication Facility as now and hereafter intended by Lessee; or if Lessee determines in its sole discretion that the cost of obtaining or retaining the same is commercially unreasonable.

- (c) Lessee may terminate this Agreement on sixty (60) calendar days written notice to Lessor for any reason, so long as Lessee pays Lessor a termination fee equal to six (6) months of Rent, at the current rent rate, provided, however, that no such termination fee will be payable on account of the termination of this Agreement by Lessee under any one or more of Paragraphs 6, 10(a), 10(b), 18, 19, or 20 of this Agreement.

11. REMOVAL/RESTORATION.

All portions of the Communication Facility brought onto the Property by Lessee will be and will remain Lessee's personal property and, at Lessee's option, may be removed by Lessee at any time during the Term. Lessor covenants and agrees that no part of the Communication Facility constructed, erected or placed on the Premises by Lessee will become, or be considered as being affixed to or a part of, the Property, it being the specific intention of the Lessor that all improvements of every kind and nature constructed, erected or placed by Lessee on the Premises will be and remain the property of the Lessee and may be removed by Lessee at any time during the Term. Within one hundred twenty (120) calendar days of the termination of this Agreement, Lessee will remove all such improvements. Lessee will not be required to remove from the Premises or the Property any underground utilities.

12. MAINTENANCE/UTILITIES.

- (a) Lessee will keep and maintain the Premises in good condition, reasonable wear and tear and damage from the elements excepted. Lessor will maintain and repair the Property and access thereto, in good and Tenatable condition, subject to reasonable wear and tear and damage from the elements.
- (b) Lessee will be solely responsible for and promptly pay all utilities charges for electricity, telephone service or any other utility used or consumed by Lessee on the Premises. Lessor will fully cooperate with any utility company requesting an easement over, under and across the Property in order for the utility company to provide service to the Lessee.

13. INDEMNIFICATION/INSURANCE.

- (a) Lessee agrees to indemnify, defend and hold Lessor harmless from and against any and all injury, loss, damage or liability (or any claims in respect of the foregoing), costs or expenses (including reasonable attorney's fees and court costs) arising directly from the installation, use, maintenance, repair or removal of the Communications Facility or Lessee's breach of any provision of this Agreement, except to the extent attributable to the negligent or intentional act or omission of Lessor, its employees, agents or independent contractors. Lessor agrees to indemnify, defend and hold Lessee harmless from and against any and all injury, loss, damage or liability (or any claims in respect of the foregoing), costs or expenses (including reasonable attorneys' fees and court costs) arising directly from the actions or failure to act of Lessor or its employees or agents, or Lessor's breach of any provision of this Agreement, except to the

extent attributable to the negligent or intentional act or omission of Lessee, its employees, agents or independent contractors.

- (b) Notwithstanding anything to the contrary in this Agreement, each of Lessee and Lessor hereby waives any claims that each may have against the other with respect to consequential, incidental or special damages.
- (c) Lessee shall procure a policy of commercial general liability insurance, which names the Lessor as an additional insured, with limits not less than \$2,000,000.00 per occurrence/\$5,000,000.00 aggregate.
- (d) Automobile Liability Insurance with coverage of at least \$1,000,000.00 combined single limit and in the aggregate for Bodily Injury and Property Damage per occurrence. Coverage includes Contractual Liability, Owned, Non-Owned Leased, and Hired Car Liability and associated defense costs. Lessor, its directors, officers, and Employees will be named as Additional Insured's.

14. **WARRANTIES.**

- (a) Lessee and Lessor each acknowledge and represent that it is duly organized, validly existing and in good standing and has the right, power and authority to enter into this Agreement and bind itself hereto through the party set forth as signatory for the party below.
- (b) Lessor represents and warrants that: (i) Lessor solely owns the Property as a legal lot in fee simple, or controls the Property by lease or license; (ii) the Property is not encumbered by any liens, restrictions, mortgages, covenants, conditions, easements, leases, or any other agreements of record or not of record, which would adversely affect Lessee's Permitted Use and enjoyment of the Premises under this Agreement; (iii) as long as Lessee is not in default then Lessor grants to Lessee, actual, quiet and peaceful use, enjoyment and possession of the Premises; (iv) Lessor's execution and performance of this Agreement will not violate any Laws, ordinances, covenants or the provisions of any mortgage, lease or other agreement binding on the Lessor.

15. **ENVIRONMENTAL.**

- (a) Lessor and Lessee agree that each will be responsible for compliance with any and all environmental and industrial hygiene laws, including any regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene condition or matters as may now or at any time hereafter be in effect, that are now or were related to that party's activity conducted in, or on the Property.

- (b) Lessor and Lessee agree to hold harmless and indemnify the other from, and to assume all duties, responsibilities and liabilities at its sole cost and expense, (for payment of penalties, sanctions, forfeitures, losses, costs, or damages) and for responding to any action, notice, claim, order, summons, citation, directive, litigation, investigation or proceeding which is related to (i) failure to comply with any environmental or industrial hygiene law, including without limitation any regulations, guidelines, standards or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene conditions or matters as may now or hereafter be in effect, or (ii) any environmental or industrial hygiene conditions that arise out of or are in any way related to the condition of the Property or activities conducted by the party thereon, unless the environmental conditions are caused by the other party.
- (c) The indemnifications of this Paragraph 15 specifically include reasonable costs, expenses and fees incurred in connection with any investigation of Property conditions or any clean-up, remediation, removal or restoration work required by any governmental authority. The provision of this Paragraph 15 will survive the expiration or termination of this Agreement.

16. DEFAULT AND RIGHT TO CURE.

- (a) The following will be deemed a default by Lessee and a breach of this Agreement: (i) non-payment of Rent if such Rent remains unpaid for more than thirty (30) calendar days after receipt of written notice from Lessor of such failure to pay; or (ii) Lessee's failure to perform any other term or condition under this Agreement within forty-five (45) calendar days after receipt of written notice from Lessor specifying the failure. No such failure, however, will be deemed to exist if Lessee has commenced to cure such default within such period and provided that such efforts are prosecuted to completion with reasonable diligence. Delay in curing a default will be excused if due to causes beyond the reasonable control of Lessee. If Lessee remains in default beyond any applicable cure period, Lessor will have the right to exercise any and all rights and remedies available to it under law and equity.
- (b) The following will be deemed default by Lessor and a breach of this Agreement. Lessor's failure to perform any term, condition or breach of any warranty or covenant under this Agreement within forty-five (45) calendar days after receipt of written notice from Lessee specifying the failure. No such failure, however, will be deemed to exist if Lessor has commenced to cure the default within such period and provided such efforts are prosecuted to completion with reasonable diligence. Delay in curing a default will be excused if due to causes beyond the reasonable control of Lessor. If Lessor remains in default beyond any applicable cure period, Lessee will have the right to exercise any and all rights available to it under law and equity, including the right to cure Lessor's default and to deduct the costs of cure from any monies owed to Lessor by Lessee.

17. **NOTICES.**

All notices, requests, demands and communications hereunder will be given by first-class certified or registered mail, return receipt requested, or by a nationally recognized overnight courier, postal repaid, to be effective when properly sent and received, refused or returned undelivered. Notice will be addressed to the parties as follows:

Lessee:

Firm Name: Seattle SMSA Limited Partnership d/b/a Verizon Wireless
Attention To: Network Real Estate
Site Number: _____
Address: 180 Washington Valley Road
City: Bedminster State: N.J. ZIP: 07921

Lessor:

Firm Name: Lakehaven Utility District
Attention To: Purchasing Coordinator
Address: 31627 1st Avenue South
City: Federal Way State: WA. ZIP: 98003

Either party hereto may change the place for giving of notice to it by thirty (30) calendar day prior written notice to the other as provided herein.

18. **SEVERABILITY.**

If any term or condition of this Agreement is found unenforceable, the remaining terms and conditions will remain binding upon the parties as though said unenforceable provisions were not contained herein. However, if the invalid, illegal or unenforceable provision materially affects this Agreement, then the Agreement may be terminated by either party on ten (10) calendar days prior written notice to the other party hereto.

19. **CONDEMNATION.**

In the event Lessor receives notification of any condemnation proceedings affecting the Property, Lessor will provide notice of the proceeding to Lessee within forty-eight (48) hours. If a condemning authority takes all of the Property, or a portion sufficient, in Lessee's sole determination, to render the Premises unsuitable for Lessee, this Agreement will terminate as of the date the title vests in the condemning authority. The parties will be entitled to share in the condemnation proceeds in proportion to the values of their respective interests in the Property, which for Lessee will include, where applicable, the value of its Communication Facility, moving expenses, prepaid Rent, and business dislocation expenses. Lessee will be entitled to reimbursement for any prepaid Rent on a prorated basis.

20. **CASUALTY.**

Lessor will provide notice to Lessee of any casualty affecting the Property within forty-eight (48) hours of the casualty. If any part of the Communication Facility or Property is damaged by fire or other casualty so as to render the Premises unsuitable, then Lessee may terminate this Agreement by providing written notice to the Lessor, which termination will be effective as of the date of such damage or destruction. Upon such termination, Lessee will be entitled to collect all insurance proceeds payable to Lessee on account thereof and to be reimbursed for any prepaid Rent.

21. **WAIVER OF LESSOR'S LIENS.**

Lessor hereby waives any and all lien rights it may have, statutory or otherwise, concerning the Communication Facility or any portion thereof. The Communication Facility shall be deemed personal property for purposes of this Agreement, regardless of whether any portion is deemed real or personal property under applicable law, and Lessor hereby consents to Lessee's right to remove all or any portion of the Communications Facility from time to time in Lessee's sole discretion and without Lessor's consent.

22. **APPLICABLE LAWS.**

The Lessee, in the use and occupation of the demised premises and in the operation of any activity thereon, shall comply with all requirements of all applicable laws, orders, ordinances, rules and regulations of the federal, state, county and municipal authorities.

23. **TIME OF THE ESSENCE/WAIVER.**

Time is of the essence in all matters relating to the performance of each and every term of this Agreement herein. Any failure by either party to enforce any right arising hereunder shall not be deemed a waiver of such right.

24. **ASSIGNMENT/SUBLEASE.**

Subject to the written approval of Lessor, which approval will not be unreasonably withheld, Lessee may assign or sublet all or any part of the Premises, and all or any rights, benefits, liabilities and obligations of this Agreement provided that the assignee or sub-lessee assumes, recognizes and also agrees to become responsible to the Lessor for the performance of all terms and conditions of this Agreement. Upon notification to Lessor by Lessee of any such action, Lessee will be relieved of all future performance, liabilities and obligations under this Agreement to the extent of such assignment or sublease. Notwithstanding the foregoing, Lessee will have the right to assign this Agreement, in whole or in part, to any affiliate without Lessor's consent.

25 **MISCELLANEOUS.**

- (a) **Amendment/Waiver.** This Agreement cannot be amended, modified or revised unless done in writing and signed by an authorized agent of the Lessor and an authorized agent of the Lessee. No provision may be waived except in writing signed by both parties.
- (b) **Memorandum/Short Form Lease.** Either party will, at any time upon prior written notice from the other, execute, acknowledge and deliver to the other a recordable Memorandum or Short Form of Lease. Either party may record this Memorandum or Short Form of Lease at any time, in its absolute discretion.
- (c) **Bind and Benefit.** The terms and conditions contained in this Agreement will run with the Property and bind and inure to the benefit of the parties, their respective heirs, executors, administrators, successors and assigns.
- (d) **Entire Agreement.** This Agreement and the exhibits attached hereto, all being a part hereof, constitute the entire agreement of the parties hereto and will supersede all prior offers, negotiations and agreements.
- (e) **Governing Law.** This Agreement will be governed by the laws of the state in which the Premises are located, without regard to conflicts of law.
- (f) **Interpretation.** Unless otherwise specified, the following rules of construction and interpretation apply: (i) captions are for convenience and reference only and in no way define or limit the construction of the terms and conditions hereof; (ii) use of the term "including" will be interpreted to mean "including but not limited to"; (iii) whenever a party's consent is required under this Agreement, except as otherwise stated in the Agreement or as same may be duplicative, such consent will not be unreasonable withheld, conditioned or delayed; (iv) exhibits are an integral part of the Agreement and are incorporated by reference into this Agreement; (v) use of the terms "termination" or "expiration" are interchangeable; and (vi) reference to a default will take into consideration any applicable notice, grace and cure periods.
- (g) **Estoppel.** Either party will, at any time upon fifteen (15) calendar days prior written notice from the other, execute, acknowledge and deliver to the other a statement in writing (i) certifying that this Agreement is unmodified and in full force and effect (or, if modified, stating the nature of such modification and certifying this Agreement, as so modified, is in full force and effect) and the date to which the Rent and other charges are paid in advance, if any, and (ii) acknowledging that there are not, to such party's knowledge, any uncured defaults on the part of the other party hereunder, or specifying such defaults if any are claimed. Any such statement may be conclusively relied upon by any prospective purchaser or encumbrance of the Premises. The requested party's failure to deliver such a statement within such time will be conclusively relied upon by the requesting party that (i) this Agreement is in full force and effect, without modification except as may be properly represented by the requesting party,

(ii) there are no uncured defaults in either party's performance, and (iii) no more than one month's Rent has been paid in advance.

(h) **No Electronic Signatures/No Option.** The submission of this Agreement to any party for examination or consideration does not constitute an offer, reservation of or option for the Premises based on the terms set forth herein. This Agreement will become effective as a binding Agreement only upon the handwritten legal execution, acknowledgement and delivery hereof by Lessor and Lessee.

(i) **Tank Painting.** Should the Lessor desire to paint one and/or both tanks located at the address identified above, the Lessee shall, at its own expense, mask their antennas prior to the tank painting project's start date. The Lessor shall provide written notice to the lessee identified above at least ten (10) calendar days prior to the painting project start date.

LEASE AGREEMENT

THIS LEASE AGREEMENT ("Agreement"), dated as of the date of the last party executed this Agreement below, is entered into by **LAKEHAVEN UTILITY DISTRICT**, a municipal corporation, having a mailing address of 31627 1st Avenue South, Federal Way, Washington, 98003, (hereinafter referred to as "Lessor") and **SEATTLE SMSA, LIMITED PARTNERSHIP D/B/A VERIZON WIRELESS**, a Delaware limited partnership, 180 Washington Valley Road, Bedminster, N.J. 07921, Attention: Network Real Estate (hereinafter referred to as "Lessee").

"LESSOR"

Lakehaven Utility District, a municipal corporation.

By: _____

Print Name: John C. Bowman

Its: General Manager

Date: _____

Approved as to form:

Steven H. Pritchett
General Counsel

"LESSEE"

**Seattle SMSA, a Limited Partnership
d/b/a Verizon Wireless**

By: _____

Print Name: Brian Mecum

Its: Area Vice President Network

Date: _____

LESSEE ACKNOWLEDGEMENT

STATE OF _____)
) ss
COUNTY OF _____)

I CERTIFY that on this _____ day of _____, 20____, _____ personally came before me and this person acknowledged under oath to my satisfaction, that:

(a) this person signed, sealed and delivered the attached document as _____ of _____ SEATTLE SMSA, Limited Partnership d/b/a Verizon Wireless _____, a limited Partnership of the State of _____ Delaware _____, the corporation named in this document;

B this document was signed and delivered by the corporation as its voluntary act and deed on behalf of said corporation.

Signature of Notary

(Legibly Print or Stamp Name of Notary)

Notary Public in and for the State of _____.

My Commission Expires: _____

LESSOR ACKNOWLEDGMENT

STATE OF WASHINGTON)
) ss
 COUNTY OF KING)

I certify that I know or have satisfactory evidence that John C. Bowman is the person who appeared before me, and said person acknowledged that said person signed this instrument, on oath stated that said person was authorized to execute the instrument and acknowledged it as the General Manager of Lakehaven Utility District to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: _____

 Signature of Notary

 (Legibly Print or Stamp Name of Notary)

Notary Public in and for the State of Washington.

My Commission Expires: _____

LAKEHAVEN UTILITY DISTRICT

LEASE AGREEMENT FOR TELECOMMUNICATIONS FACILITIES

Exhibit A

Real Property Description

The East 330 feet of the North half of the South half of the Southwest quarter of the Southwest quarter of Section 2, Township 21 North, Range 4 East, Willamette Meridian, Situate in King County Washington.

Together with the North 162 feet of the East 330 of the South half of the Southwest quarter of the Southwest quarter of Section 2, Township 21 North, Range 4 East, Willamette Meridian, Situate in King County Washington.

305th Street Tank Site: South 302nd Street/56th Avenue South

Tax Parcel No. 022104 9159 and 022104 9227

(Description of premises attached)

EXHIBIT A

DESCRIPTION OF PREMISES

To the agreement dated _____, 2014, by and between LAKEHAVEN UTILITY DISTRICT, a municipal corporation, having a mailing address of 31627 1st Avenue South, Federal Way, Washington, 98003, (hereinafter referred to as "Lessor"), AND SEATTLE SMSA, LIMITED PARTNERSHIP D/B/A VERIZON WIRELESS, a Delaware limited partnership, its member having an office at 180 Washington Valley Road, Bedminster, N.J. 07921, Attention: Network Real Estate (hereinafter referred to as "Lessee").

The Premises are described and/or depicted as follows:

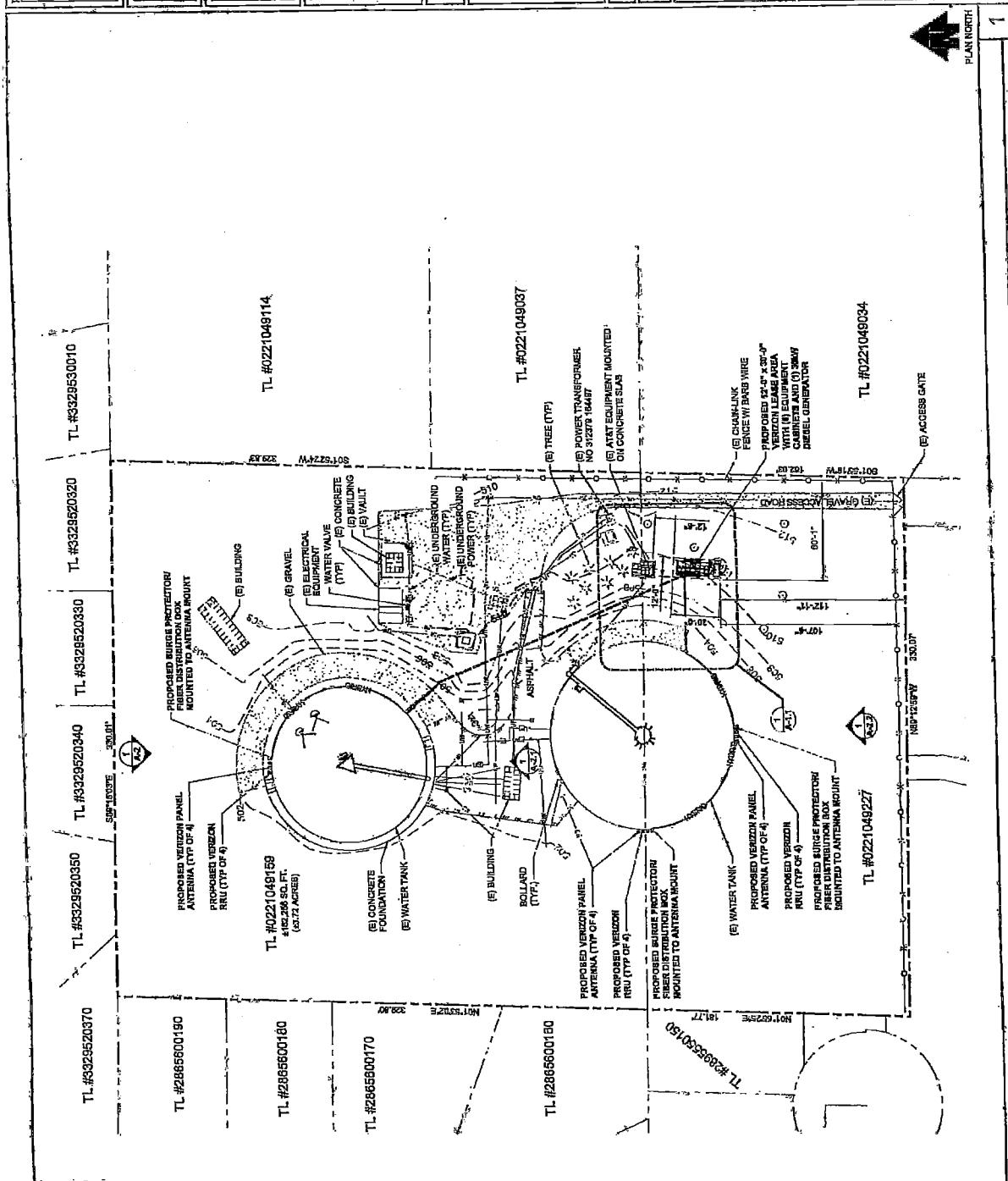
SEE ATTACHED DRAWINGS

SHEET NOS. A-1, A-1.1, A-2, A-2.1, AND A-2.2

Notes:

1. This Exhibit may be replaced by Construction Drawings of the Premises once received by Tenant.
2. Any setback of the Premises from the Property's boundaries shall be the distance by the applicable governmental authorities
3. Width of access road shall be the width required by the applicable governmental authorities, including police and fire departments
4. The type, number and mounting positions and locations of antennas and transmission lines are illustrative only. Actual types, numbers and positioning may vary from what is shown above.

<p>Verizon Wireless We never stop working for you. 3000 Lakeside Drive Bellevue, WA 98005</p>	<p>PACIFIC CORPORATION PLANS PREPARED BY: 1800 WOODLAND AVENUE, SUITE 200 PHOENIX, AZ 85016 WWW.PACIFICCORPORATION.COM</p>	<p>PROJECT INFO: SEA LAKE DOLLOFF LAKEHAVEN UTILITY DISTRICT 3037 STYANING A & B ALBUERN, WA 98001 KING COUNTY</p>	<p>CONSTRUCTION</p>	<p>REVISIONS:</p> <table border="1"> <tr> <th>NO.</th> <th>DATE</th> <th>ISSUED FOR</th> <th>BY</th> </tr> <tr> <td>1</td> <td>02-25-14</td> <td>FINAL</td> <td>LJS</td> </tr> <tr> <td>2</td> <td>12-11-13</td> <td>REVISED</td> <td>AB</td> </tr> <tr> <td>3</td> <td>11-25-13</td> <td>PRELIMINARY</td> <td>AJD</td> </tr> </table>	NO.	DATE	ISSUED FOR	BY	1	02-25-14	FINAL	LJS	2	12-11-13	REVISED	AB	3	11-25-13	PRELIMINARY	AJD	<p>DRAWN BY: CHK. APV. MVO AJD JDS MVO CURRENT ISSUE DATE: 02-25-14</p>	<p>2/28/14</p>	<p>DRAWING INFORMATION: DO NOT SCALE DRAWING. CONTRACTOR MUST VERIFY ALL DIMENSIONS AND CONDITIONS ON THE JOB. ALL PROVISIONS MADE OF THIS DRAWING ARE SUBJECT TO THE LATEST EDITIONS OF THE KING COUNTY STANDARD SPECIFICATIONS FOR PUBLIC WORKS. ANY USE OR MODIFICATION OF THIS DRAWING WITHOUT THE WRITTEN PERMISSION OF PACIFIC CORPORATION IS PROHIBITED.</p>	<p>PROJECT CONSULTANT:</p>	<p>SITE PLAN</p>	<p>DRAWING NUMBER: A-1 0</p>	<p>JOB NUMBER: 18-242010</p>
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1	02-25-14	FINAL	LJS																								
2	12-11-13	REVISED	AB																								
3	11-25-13	PRELIMINARY	AJD																								
<p>ISSUED FOR:</p>																											



THIS IS NOT A SURVEY
ALL INFORMATION AND TRUE NORTH
DRAWING INFORMATION ARE APPROXIMATE
DRAWINGS AND ARE APPROXIMATE

SITE PLAN
NEXT SCALE: 1" = 30'-0"

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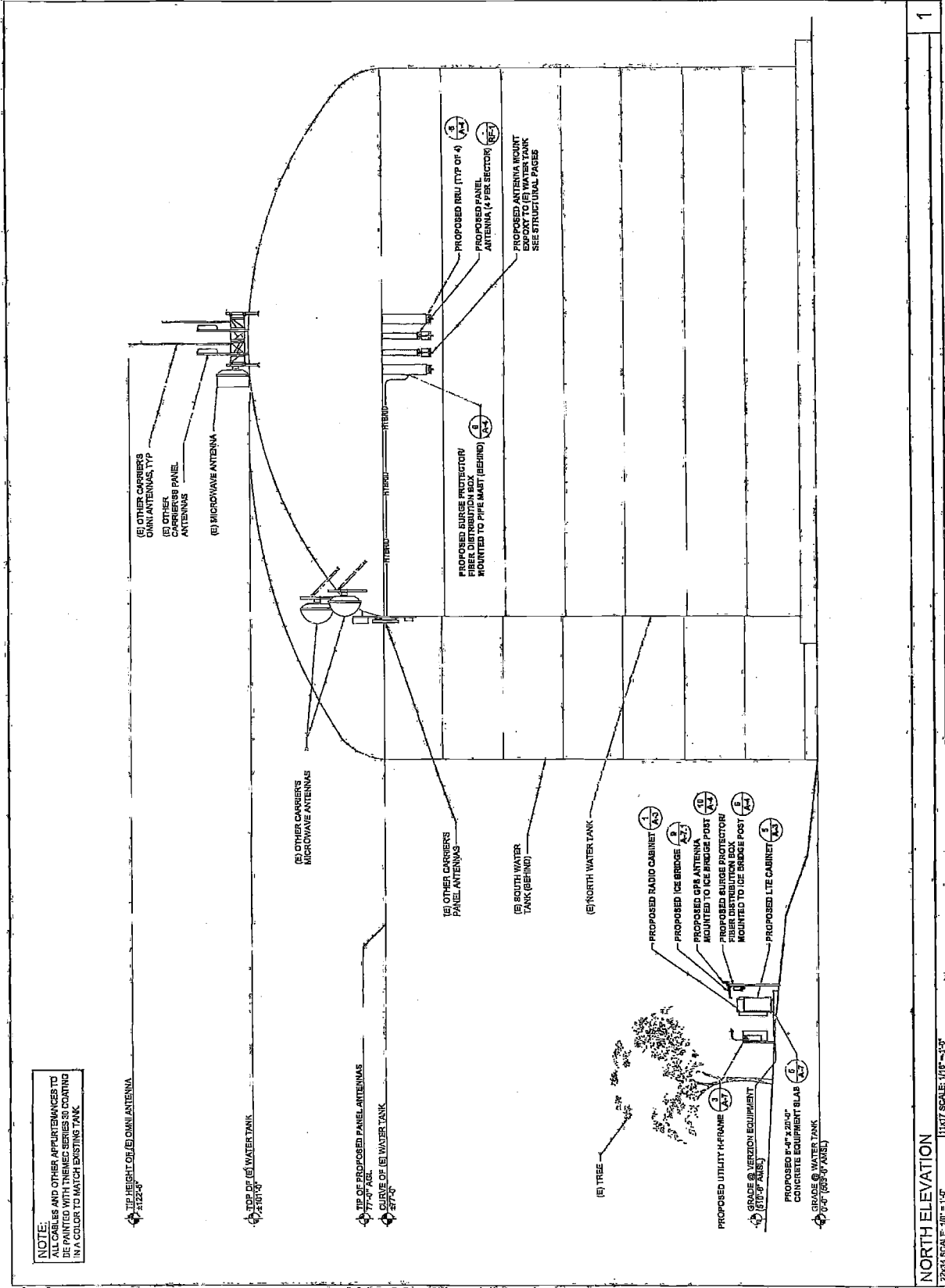
NOTE:
 ALL CABLES AND OTHER APPURTENANCES TO THE HEIGHTS SHOWN IN CONTOUR IN A COLOR TO MATCH EXISTING TANK.

TOP HEIGHT OF (E) OMNI ANTENNA
 312'-3"

TOP OF (E) WATER TANK
 210'-3"

TIP OF PROPOSED PANEL ANTENNAS
 77'-0" AGL

CURVE OF (E) WATER TANK
 27'-0"



PROJECT CONSULTANTS:
PACIFIC CORPORATION

PLANS PREPARED BY:
FORNBERG & SONS
 1820 WOODRIDGE LANE, SUITE 210
 AUBURN, WA 98001
 PHONE: (253) 831-7177
 EMAIL: info@for-nberg.com
 WWW.FORNBERGANDSONS.COM

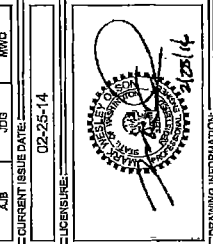
PROJECT INFO:
SEA LAKE DOLLOFF
 LAUREL HILLS TRACT
 SOUTH STANLEY LAKE
 AUBURN, WA 98001
 KING COUNTY

ISSUED FOR: **CONSTRUCTION**

REV.	DATE	ISSUED FOR:	BY:
1	02-25-14	FINAL	L/S
2	12-31-13	PRELIMINARY	A/JB
3	11-26-13	PRELIMINARY	A/JB

DRAWN BY: CHK. MVO
 A/B SDG MVO

CURRENT ISSUE DATE: 02-25-14
 LICENSE: _____



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DRAWING TITLE: **NORTH ELEVATION**

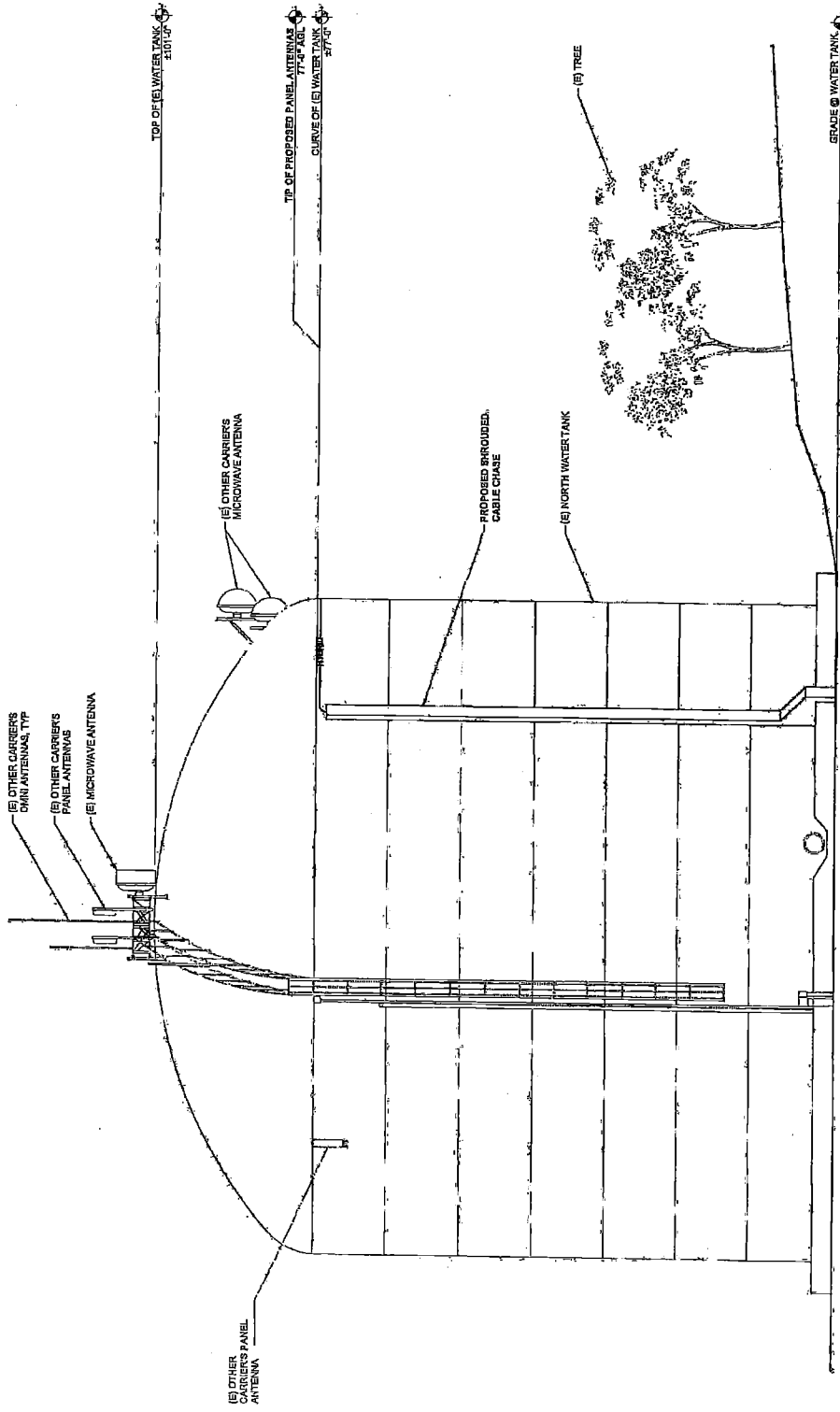
DRAWING NUMBER: **A-2**

CPI JOB NUMBER: **0**

DATE: **02-25-14**

NORTH ELEVATION
 1/8" = 1'-0" (VERTICAL SCALE)
 1/8" = 1'-0" (HORIZONTAL SCALE)

NOTE:
 ALL CABLES AND OTHER APPURTENANCES TO
 BE PAINTED WITH TRIMEC SERIES 30 COATING
 IN A COLOR TO MATCH EXISTING TANK.



SOUTH ELEVATION OF NORTH TANK
 1/16" SCALE: 1/8" = 1'-0"

verizon wireless
 10000 W. WASHINGTON AVENUE
 SUITE 200
 SEASIDE, WA 98138

PROJECT CONSULTANTS:
PACIFIC CORPORATION

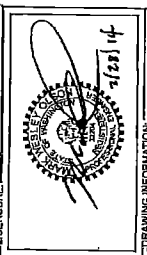
PLANS PREPARED BY:
COMPANION
 1800 WOODBURY AVENUE, SUITE 210
 SEASIDE, WA 98138
 PHONE: 360.441.1700
 FAX: 360.441.1701
 WWW.COMPANIONCORP.COM

PROJECT INFO:
SEA LAKE DOLLOFF
 LANGE HAVER UTILITY DISTRICT
 1000 14TH AVENUE
 AUBURN, WA 98001
 KING COUNTY

ISSUED FOR: **CONSTRUCTION**

REV.	DATE	ISSUED FOR:	BY:
1	02-25-14	FINAL	LJS
2	12-31-13	PRELIMINARY	AJB
3	11-25-13	PRELIMINARY	AJB

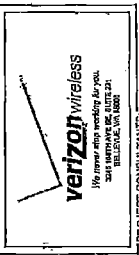
DRAWN BY: **CHK. I. APV.**
 AUB: _____ DC: _____ MYO: _____
 COURTESY ISSUED DATE: **02-25-14**
 LICENSEURE:



DRAWING INFORMATION:
 FOR THESE DRAWINGS, THE USER SHALL VERIFY
 ALL DIMENSIONS AND ADVISE CONSULTANTS IF ANY
 DISCREPANCIES ARE FOUND. ALL PROVISIONS OF THE
 IBC AND ALL OTHER APPLICABLE CODES SHALL BE
 THE INFORMATION CONTAINED IN THIS LIST OF DOCUMENTS
 OTHER THAN WHAT IS RELATED TO THESE DRAWINGS IS
 EXPRESSLY PROHIBITED.

DRAWING TITLE:
**SOUTH ELEVATION
 OF NORTH TANK**

DRAWING NUMBER:
A-2.1
 0
 SHEET NUMBER: **19**
 JOB NUMBER: **13-20110**



PROJECT CONSULTANTS:
PACIFIC CORPORATION

PLANS PREPARED BY:
COMMUNICATIONS ENGINEERS, INC.
 10221 WOODAVILLE ROAD, SUITE 210
 WOODVILLE, WA 98094
 PHONE: 360-891-1111
 WWW.COMMENGINEERS.COM

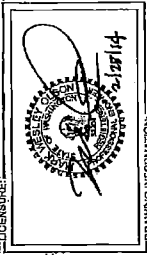
PROJECT INFO:
SEA LAKE DOLLOFF
 LAKE HAVEN UTILITY DISTRICT
 30551 1ST AVE, S & B
 WA 98048
 KING COUNTY

ISSUED FOR: CONSTRUCTION

REV:	DATE:	ISSUED FOR:	BY:
1	02-25-14	FINAL	LJS
2	12-31-13	REVISED PRELIMINARY	AJB
3	11-25-13	PRELIMINARY	AJB

DRAWN BY: CHC
 APV:

CURRENT ISSUE DATE: 02-25-14
 LICENSE: A.B. JOB: HWO

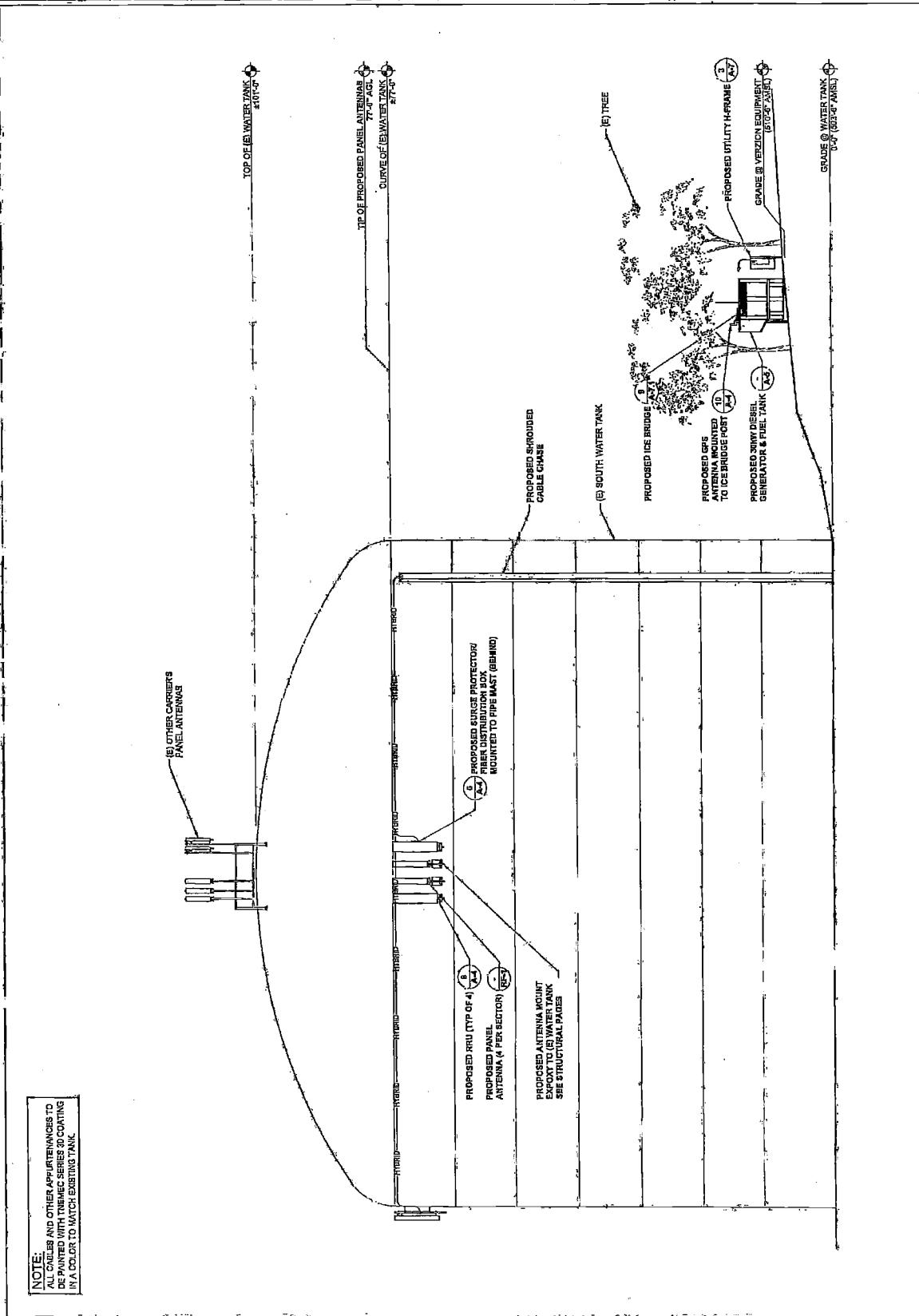


DRAWING INFORMATION:
 ALL DIMENSIONS AND LOCATIONS ARE TO BE VERIFIED BY THE CONTRACTOR. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM ALL AFFECTING AGENCIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM ALL AFFECTING AGENCIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM ALL AFFECTING AGENCIES.

DRAWING TITLE:
SOUTH ELEVATION OF SOUTH TANK

DRAWING NUMBER:
A-2.2
 0

DATE: 02-25-14
 SHEET NO. 1 OF 1



NOTE:
 ALL CHILLES AND OTHER APPURTENANCES TO BE SHOWN IN THIS SET OF DRAWINGS IN A COLOR TO MATCH EXISTING TANK.

SOUTH ELEVATION OF SOUTH TANK
 1
 1/8" = 1'-0" SCALE

LAKEHAVEN UTILITY DISTRICT

LEASE AGREEMENT FOR TELECOMMUNICATIONS FACILITIES

Exhibit B

Operating Conditions

1. Lessee shall notify the District at least twenty-four (24) hours prior to entering the site. In emergency situations, the Lessee shall notify the District within twenty-four (24) hours of entering the site. The appropriate contact is:

Water Operations Manager (currently Stan French) @ 253-946-5410 (direct line); or

Assistant Water Operations Manager (currently Tom Zawacki) @ 253-946-5411 (direct line).

2. Lessee shall obtain a current copy of the Lessor's District Facilities And Gate Keys Agreement from the Lessor's Water Operations Manager. The signed and completed "keys agreement" shall be returned to the Water Operations Manager for key assignment. The Lessee shall be responsible for maintaining a current "keys agreement" on file with the Water Operations Manager. In addition, the Lessee shall be responsible for ensuring site is secure upon departure. Fencing of said facilities/improvements within the fenced portions of District property is prohibited, unless authorized in writing by the District's representative.
3. Lessee shall inform the District of any hazardous substance(s) that will be used and/or stored on site along with appropriate Safety Data Sheet ("SDS") and spill response plan.
4. Lessee shall insure that Lessee's emergency diesel generator complies with all current and future King County maximum permissible levels and construction noise limit (DBA) requirements.

FILED FOR RECORD AT REQUEST OF
AND WHEN RECORDED RETURN TO:
Davis Wright Tremaine LLP
Attn: C. Eng
777 108th Avenue NE, Suite 2300
Bellevue, WA 98004-5149

Space above this line is for Recorder's use.

Memorandum of Site Lease

Grantor: LAKEHAVEN UTILITY DISTRICT, a municipal corporation

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

Legal Description: **E 330 ft of the N ½ of the S ½ of the SW ¼ of the SW ¼ of S2, T21N, R4E, W.M., County of King, State of Washington**
Official legal description as Exhibit A

Assessor's Tax Parcel ID#: 022104915909

Reference # (if applicable):

MEMORANDUM OF SITE LEASE

THIS MEMORANDUM OF SITE LEASE evidences that a Site Lease for Telecommunications Facilities ("Agreement") was entered into as of _____, 201__, by and between LAKEHAVEN UTILITY DISTRICT, a municipal corporation ("Lessor"), and Seattle SMSA Limited Partnership d/b/a Verizon Wireless ("Lessee"), for certain real property located at 30200 51st Avenue South, Auburn, County of King, State of Washington, within the property of Lessor which is described in Exhibit "A" attached hereto ("Legal Description"), together with a right of access and to install and maintain utilities, for an initial term of ten (10) years commencing as provided for in the Agreement, which term is subject to Lessee's rights to extend the term of the Agreement as provided in the Agreement.

IN WITNESS WHEREOF, Lessor and Lessee have duly executed this Memorandum of Site Lease as of the day and year last below written.

LESSOR: LAKEHAVEN UTILITY DISTRICT, a municipal corporation

By: _____
Name: _____
Title: _____
Date: _____

LESSEE: Seattle SMSA Limited Partnership d/b/a Verizon Wireless
By Cellco Partnership, its General Partner

By: _____
Brian Mecum
Area Vice President Network
Date: _____

Exhibit A – Legal Description

LESSOR ACKNOWLEDGEMENT

STATE OF _____)
COUNTY OF _____) ss.

On this _____ day of _____, 201____, before me, a Notary Public in and for the State of _____, personally appeared _____, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who executed this instrument, on oath stated that He/She was authorized to execute the instrument, and acknowledged it as the _____ of LAKEHAVEN UTILITY DISTRICT, a municipal corporation, to be the free and voluntary act and deed of said party for the uses and purposes mentioned in the instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year first above written.

NOTARY PUBLIC in and for the State of____,
residing at _____
My appointment expires _____
Print Name _____

LESSEE ACKNOWLEDGMENT

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California)
) ss.
County of Orange)

On _____ before me, _____, Notary Public,
personally appeared Brian Mecum,
who proved to me on the basis of satisfactory evidence to be the person whose name is
subscribed to the within instrument and acknowledged to me that he executed the same in his
authorized capacity, and that by his signature on the instrument the person, or the entity upon
behalf of which the person 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.

Signature of Notary Public

Place Notary Seal Above

EXHIBIT A
LEGAL DESCRIPTION

PARCEL A:

EAST 330 FEET OF THE NORTH HALF OF THE SOUTH HALF OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 2, TOWNSHIP 21 NORTH, RANGE 4 EAST, W.M., IN KING COUNTY, WASHINGTON.

PARCEL B:

THE NORTH 162 FEET OF THE EAST 330 FEET OF THE SOUTH HALF OF THE SOUTH HALF OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 2, TOWNSHIP 21 NORTH, RANGE 4 EAST, W.M., IN KING COUNTY, WASHINGTON.