

**AMENDED AND RESTATED
LEASE FOR TELECOMMUNICATIONS FACILITIES**

This Amended and Restated Lease for Telecommunications Facilities (“Agreement”) is entered into this ___ day of ___, 2024, between the City of Mercer Island, a Washington municipal corporation (“Lessor” or “City”), and T-MOBILE WEST TOWER LLC, a Delaware limited liability company, by and through CCTMO LLC, a Delaware limited liability company, its attorney-in-fact (“Lessee”), (each a “Party” and together the “Parties”).

RECITALS

WHEREAS, Lessor and Lessee are parties to that certain Telecommunications Site Lease Agreement dated July 9, 2003 originally by and between Lessor and VoiceStream PCS III Corporation (“Existing Lease”); and

WHEREAS, Lessor and Lessee desire to amend the Existing Lease by replacing the terms and conditions of the Existing Lease with the terms and conditions of this Agreement. Lessor and Lessee intend that this Agreement be a continuation of the Existing Lease.

NOW THEREFORE, effective upon the Commencement Date, this Agreement will amend the Existing Lease by replacing all of the terms and conditions of the Existing Lease with the terms and conditions set forth herein. For and in consideration of the mutual covenants contained herein, the parties hereby agree as follows:

AGREEMENT

1. **Premises.** Lessor is the owner of a parcel of land (the “Site”) located in the City of Mercer Island, County of King, State of Washington, Tax Parcel # 1924059013, common address of 5800 Island Crest Way, Mercer Island, Washington. The Site is more particularly described by its legal description and depiction as **Exhibit A** attached hereto and incorporated herein by reference. Lessor hereby leases to Lessee, approximately 400 square feet of the Site and all access and utility easements, if any, (the “Premises”) as described in **Exhibit B-1** attached hereto and incorporated herein by reference and depicted in the Site Plan attached hereto as **Exhibit B-2**, attached hereto and incorporated herein by reference.

2. **Use.**

(a) The Premises may only be used by Lessee, its subtenants, and licensees, for constructing, operating, repairing, replacing, and maintaining Facilities, as defined below in Section 5, subject to the provisions herein. Lessee shall keep the Premises and the Facilities in good repair and condition, and shall promptly repair or maintain such, including removal of debris as needed, in the event of damage, vandalism, etc.

(b) All improvements, equipment, antennas, and conduits shall be at Lessee's expense. It is understood and agreed that Lessee's ability to use the Premises is contingent upon its obtaining all of the certificates, permits, and any other approvals (collectively the "Governmental Approvals") that may be required by any federal, state, or local authorities. Lessor agrees to cooperate with Lessee, at Lessee's sole expense, in making application for and obtaining all licenses, permits, and any and all other necessary approvals that may be required for Lessee's intended use of the Premises. The City's Chief of Operations is authorized to execute necessary landlord approval affidavits and other consents on behalf of Lessor necessary for Lessee's applications for such Governmental Approvals without the necessity for additional City Council approval.

(c) Lessee shall conduct and carry on in the Premises only the business for which the Premises are leased, and shall not use the Premises for any additional and/or illegal purposes.

(d) Lessee is authorized to install all necessary supporting improvements, subject to Lessee obtaining required Governmental Approvals, including necessary permits from the City. No additional use of ground space outside of the Premises shall be permitted without first having received prior authorization from the City through an amendment to this Agreement, including additional consideration (rental payments) to Lessor.

(e) Rights Granted. Nothing contained within this Agreement shall infringe upon the City's right to use the Site upon which Lessee's equipment and improvements are installed, provided that such use does not unreasonably interfere with Lessee's use of the Premises. Further, nothing contained herein shall convey any right, title, or interest in the Site. This Agreement merely authorizes Lessee to use and occupy the Premises for the limited purposes stated herein. Finally, this Agreement shall not be deemed to constitute any warranty of title—Lessee takes the Premises on an "as is" basis, with all faults. Lessee waives all claims against Lessor in respect to defects in the Premises or the Property and its structures and appurtenances, and their suitability for any particular purpose, as they exist on the Commencement Date.

(f) Access for construction, routine maintenance and/or repair, and other non emergency visits shall only be during business hours (Monday through Friday, 7:00 a.m. through 7:00 p.m.). Access shall be by foot or motor vehicle.

3. Term

(a) The term of this Agreement shall be five (5) years commencing on the date of mutual execution ("Commencement Date") and terminating on the fifth (5th) anniversary of the Commencement Date (the "Term") unless otherwise terminated as provided in paragraph 10. Lessee shall have the right to extend the term for four (4) successive five (5) year periods (collectively the "Renewal Terms" and each a "Renewal Term") on the same terms and conditions as set forth herein. This Agreement shall automatically be extended for each successive Renewal Term, except as otherwise provided herein.

4. **Rent.**

(a) Lessee shall pay to Lessor as rent Two Thousand Five Hundred and 00/100 Dollars (\$2,500.00) per month (“Rent”) without notice or request from Lessor. Rent for the first month shall be paid within 30 days of the Commencement Date. Rent for subsequent months shall subsequently be due on or before the first day of the month. Rent for any fractional month shall be prorated. Rent shall be payable to Lessor at such places may be designated by Lessor from time to time.

(b) Rent shall be increased on each anniversary of the Commencement Date by an amount equal to four percent (4%) of the Rent payable during the previous year.

(c) Within thirty (30) days of the Commencement Date, Lessee shall pay Lessor a one-time payment of Seventeen Thousand and Thirty and 34/100 Dollars (\$17,030.34) as a signing bonus (“One-time Payment”) for reimbursement of the City's administrative fees incurred in the review and preparation of this Agreement. This One-Time Payment shall not be refundable.

(d) Lessee acknowledges that late payment by Lessee of Rent or other sums due under this Agreement shall cause City to incur costs not contemplated by this Agreement, the exact amount of which would be extremely difficult and impractical to ascertain. Therefore, in the event Lessee shall fail to pay any installment of Rent or other sums due within twenty (20) business days of the due date, the City will issue to Lessee a written notice of such failure to pay, accompanied by an invoice applying a late charge equal to ten percent (10%) of the sum due. Further, all delinquent sums payable by Lessee to City and not paid within ten (10) business days after their due date shall bear interest at the rate of twelve percent (12%) per annum, or the highest rate of interest allowable by law, whichever is less. Interest on all delinquent accounts shall be calculated from the expiration of the ten (10) business day cure period set forth above to the date of payment. A fifty dollar (\$50.00) charge will be paid by Lessee to the City for each check returned “NSF” or otherwise rejected by the City’s depositing institution for insufficient funds.

5. **Facilities; Utilities; Access.**

(a) Lessee has the right to erect, maintain, and operate on the Premises: one support structure, radio communications facilities, utility lines, transmission lines, standby power generators, air condition equipment shelters, electronic equipment, radio transmitting and receiving antennas, fencing, cabinets, meter boards, antennas, cables, fiber, and supporting equipment (“Facilities”) as shown on the attached Exhibit B-2. In connection therewith, Lessee has the right to do all work necessary to prepare and maintain the Premises for Lessee’s business operations and to install communication and utility lines connecting the antenna(s) to the transmitters and receivers. Lessee’s Facilities shall be erected and maintained at the expense of Lessee at its sole risk and expense. All of Lessee’s construction and installation work shall be performed at Lessee’s sole cost and expense and in a good and workmanlike manner. Title to Lessee’s Facilities shall be held by Lessee. All of Lessee’s Facilities shall remain the personal property of Lessee and are not

fixtures. Lessee has the right to remove all of Lessee's Facilities at its sole expense on or before the expiration or termination of this Agreement, subject to the terms of paragraph 10, Removal.

(b) Lessee shall pay for the electricity, and any other utilities it consumes in its operations at the rate charged by the servicing utility company. Lessee shall have the right to draw electricity and other utilities from any utility company that will provide service to the premises (including a standby power generator for Lessee's exclusive use). Lessor agrees to sign such documents or easements as may be reasonably required by said utility companies to provide such service to the premises, including the grant to Lessee or to the servicing utility company, of a license or easement in, over across, or through the site is required by such servicing utility company to provide utility services as provided herein. However, the location of any such utility easement on the subject property shall require the City's written approval and consent. Such approval by the City should not be unreasonably withheld, delayed, or conditioned.

(c) Lessee shall have at all times the right of ingress and egress to and from the Premises, over and across the City's property adjacent to the Premises, as delineated in Exhibit B; provided however, that such right will not in any manner materially interfere with the City's use of the Site, and this right of ingress and egress shall terminate concurrently with the termination of this Agreement. "Materially interfere" and "material interference" are defined as any use that prevents visitors from using the Site as a public park during normal park hours, including but not limited to parking lot access, parking, or circulation, and pedestrian access or circulation. Except as specified in paragraph 17, Emergency Work, below, Lessee shall give advance notice to the City prior to entry upon the Premises. For major maintenance or repair activities, ten (10) days' advance notice shall be provided by telephone to the Chief of Operations, publicworks@mercerisland.gov and (206) 275-7608. For minor maintenance or repair, at least 24 hours advance notice shall be provided by telephoning the Chief of Operations during normal business hours at (206) 275-7608. The City shall, upon request of Lessee, provide a list of emergency telephone numbers known to the City of any other tenants at the Site. As used herein, "major" maintenance or repair activities means a significant structural alteration or addition to the tower or structure (including but not limited to the adding of height to the tower or adding a story to any existing building) or other alteration or addition resulting in a significant change in the Facilities (such as, by way of example, the conversion of the tower into a "tree," "bell tower" or lattice structure or material change in the color of the facility). Notwithstanding the language above, nothing in this Lease absolves Lessee from obtaining all permits or other approvals required under the Mercer Island City Code.

(d) Lessee shall maintain all landscaping installed or required to be installed due to Lessee's use of the Premises. Further, Lessee acknowledges that the primary use of the Site is a park and that adjacent to the Premises is a forested area that serves as a buffer between the recreational facilities of the park (such as ballfields) and residential areas of the City. Lessee further acknowledges the existence of several particularly significant and/or historical trees on the Site. Lessee shall not have the right to remove or damage any trees or vegetation in the park without advance approval by the City. Further, Lessee shall work with the City to eliminate the possibility

of or minimize damage to surrounding trees and/or vegetation when engaging in any privileges afforded by this Agreement. At least thirty (30) days prior to performing any work under this Agreement that may result in the disturbance to any trees on Site or disturbing or taking place within the drip line of any trees on Site, Lessee shall provide to Lessor a tree protection plan for Lessor's review and approval prior to the commencement of any such work. The tree protection plan shall be prepared by a certified arborist and include, at minimum, the following elements: a description of the proposed work, a description of the area such work will be performed in, a listing of all equipment to be used in such work, and how soil compaction and/or damage to tree roots, trunk and canopy will be avoided, minimized, and/or mitigated. Such tree protection plan shall be submitted to the City's Public Works Department. Further, the provisions of the Mercer Island City Code, including Chapter 19.10, Trees, or as hereafter amended or recodified, is hereby incorporated by reference.

6. **Interference.** Lessee shall operate Lessee's Facilities in a manner that will not cause interference to Lessor and other lessees or licensees of the Site, provided that their installations predate that of the Lessee's Facilities. With respect to lessees or licensees of Lessor whose operations commence after installation of the Facilities, Lessee shall not make any change in its operations that causes or is intended to cause material interference with such lessees or licensees. All operations by Lessee shall be in compliance with all Federal Communications Commission ("FCC") and Federal Aviation Administration ("FAA") requirements; provided, however, that Lessor and Lessee shall cooperate with all other users to identify the causes of and work towards resolution of any electronic or radio frequency interference problem. In addition, Lessee agrees, at Lessee's own cost and expense, to eliminate any radio or television interference caused by Lessee's facilities to City facilities or surrounding residences that pre-date the Facilities, without impairing the function of City equipment. If any collocation by Lessor or Lessor's other lessees or licensees results in interference with Lessee's operations, Lessor agrees to take reasonable steps to encourage the interfering party to eliminate such interference. In the event that the interference is not eliminated within thirty (30) days of notice to Lessor by Lessee, Lessee may terminate this Agreement upon thirty (30) days' prior written notice to Lessor.

7. **Taxes**

(a) Prior to locating the Lessee's Facilities on the Premises, Lessee shall obtain a business license from the City as may be required. Further, Lessee shall pay promptly, and before they become delinquent, all taxes on all merchandise, personal property, and improvements owned or placed by Lessee on the Premises; shall pay all license fees and public utility charges related to the conduct of Lessee's business on the Premises; shall pay for all permits, licenses, and zoning approvals relating to the conduct of business on the Premises by Lessee, and shall pay any other tax including utility taxes and business license fees billed to Lessee by the City.

(b) In addition to the Rent, Lessee shall pay annually in advance to the City the then-current applicable leasehold excise tax unless Lessee is centrally assessed by the state of Washington and provides advanced documentation of its central assessment prior to execution of this Agreement.

If Lessee is centrally assessed by the state of Washington and Lessee provides evidence of its central assessment to the City prior to execution of this Agreement, then for any and all periods that Lessee reports the property is “operating property” as defined in RCW 84.12.200, Lessee will not be required to pay leasehold excise tax to the City. Should the City collect from Lessee and pay to the Department of Revenue leasehold excise tax which is subsequently determined to be a duplicate payment or overpayment of the tax by Lessee, Lessee shall not have any claim against the City, but shall look directly to the Department of Revenue for reimbursement. City shall reasonably cooperate, at no expense or liability to City, to the extent the Department of Revenue requires any information or action from City to resolve Lessee’s claim for reimbursement.

8. **Termination**

(a) In the event that (i) any Governmental Approval issued to Lessee is cancelled, expires, lapses, or is otherwise withdrawn or terminated by governmental authority; or (ii) Lessee determines that the Premises is no longer compatible for its use, Lessee shall have the right to terminate this Agreement. Lessee shall provide Lessor written notice at least sixty (60) days prior to such termination. All rentals paid to said termination date shall be retained by Lessor. Upon such termination, this Agreement shall be of no further force or effect except to the extent of the representations, warranties, and indemnities made by each Party to the other hereunder and as otherwise described in Paragraph 21(n), Survival, below. In the event that Lessee terminates this Agreement for reasons listed in (ii) above, Lessee shall pay an immediate termination fee equal to one (1) years’ Rent at the then-current rental amount. Otherwise, Lessee shall have no further obligations for the payment of Rent to Lessor.

(b) In addition to any other remedies available to it at law or in equity, a non-breaching Party may terminate this Agreement upon thirty (30) days’ written notice following a determination of a material breach which the other Party fails to cure within thirty (30) days after written notice by the non-breaching Party, or, if the failure cannot reasonably be remedied in such time, if the breaching Party does not commence a remedy within the allotted thirty (30) days and diligently pursues the cure to completion within ninety (90) days after the initial written notice.

(c) Intentionally omitted.

(d) Following the Commencement Date, Lessor may terminate this Agreement immediately in the event of an emergency, or within thirty (30) days’ notice for reasons involving public health, safety, or welfare not constituting an emergency. In the event of any termination under this paragraph occurring in the first ten (10) years following the Commencement Date, Lessor shall reimburse previously prepaid Rent for the remainder of the then-current year on a pro rata basis, beginning as of the date that Lessee fully completes removal of its Facilities pursuant to Section 9, below.

(e) If Lessee’s tenancy remains after the termination of this Agreement, the occupancy of the Premises after the termination shall be that of a tenancy at sufferance. Lessee’s occupancy of the

Premises during the holdover shall be subject to all the terms and provisions of this Agreement and Lessee shall pay an amount (on a per month basis without reduction for partial months during the holdover) equal to one hundred fifty percent (150%) of the then-annual Rent divided by twelve (“Holdover Rent”). Such Holdover Rent shall be payable in advance on or before the first (1st) day of each month. No holdover by Lessee or payment by Lessee after the termination of this Agreement shall be construed to extend the Term or shall be construed to waive any applicable terms of the Agreement or prevent Lessor from immediate recovery of possession of the Premises by summary proceedings or otherwise. In addition to the payment of the amounts provided above, if Lessor is unable to deliver possession of the Premises to a new tenant, or perform improvements for a new tenant as a result of Lessee’s holdover, Lessee shall be liable to Lessor for all damages. Nothing herein shall be construed as Lessor’s consent to such holding over.

9. **Facilities Removal.**

(a) Upon termination of this Agreement, Lessee shall remove its Facilities, and all other personal property and restore the Premises to its original condition or better, reasonable wear and tear excepted. Lessor agrees and acknowledges that all of the equipment, conduits, and all other personal property of Lessee shall remain the personal property of Lessee, who shall have the right to remove the same at any time during the Term. If such time for removal causes Lessee to remain on the Premises after termination of this Agreement, Lessee shall pay Rent consistent with the requirements of Paragraph 8(e) above, until such time as the removal of the personal property is completed. If Lessee maintains Facilities on the Premises longer than one hundred twenty (120) days after the termination of this Agreement, Lessor may, at its sole option, remove Lessee’s personal property and dispose of Lessee’s equipment at Lessee’s sole cost and expense.

(b) Lessee shall remove all Facilities to a depth of three (3) feet below grade unless the City and Lessee mutually agree, in each party’s discretion, that any such improvements shall remain on the Site, in which event Lessee shall transfer, bequest, or devise its interest in the improvements to the City. Restoration of the Premises shall be to a condition that is equivalent to or better than the condition of the Premises prior to the installation, operation, or maintenance of the Facilities and to a condition satisfactory to Lessor.

10. **Destruction or Condemnation.** If the Premises or Lessee’s Facilities are substantially damaged or destroyed by a third-party or event outside of Lessee’s control, or condemned or transferred in lieu of condemnation, Lessee may elect to terminate this Agreement as of the date of the damage, destruction, condemnation, or transfer in lieu of condemnation by giving notice to Lessor no more than thirty (30) days following the date of such substantial damage, destruction, condemnation, or transfer in lieu of condemnation. If Lessee chooses not to terminate this Agreement, Rent shall continue to be due to the City without reduction or proration. In any condemnation proceeding, each Party shall be entitled to make a claim against the condemning authority for just compensation. Sale of all or part of the Premises to a purchaser with the power of eminent domain in the face of exercise of its power of eminent domain, shall be treated as a taking by a condemning authority.

11. Insurance.

(a) Lessee shall procure and maintain for so long as Lessee in any way occupies the Premises, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the acts or omissions of Lessee. Lessee shall require that every subcontractor maintain insurance commensurate with their scope of work. Lessee shall procure insurance from insurers with a current A.M. Best rating of not less than A-:VII. Lessee shall provide a copy of a certificate of insurance and blanket additional insured endorsement to the Lessor for its inspection at the time of acceptance of this Agreement, and such insurance certificate shall evidence a policy of insurance that includes:

- i. Commercial General Liability insurance with limits not less than \$5,000,000 per occurrence for bodily injury and damage or destruction to property and \$10,000,000 general aggregate.
- ii. Commercial Auto Liability insurance on all owned, non-owned, and hired automobiles with a combined single limit of not less than two million (\$2,000,000) each accident.
- iii. Workers Compensation insurance, applicable to work performed in Washington State, providing the statutory benefits and Employers Liability with a limit of \$1,000,000 each accident/disease/policy limit.
- iv. Umbrella liability policy with limits of \$5,000,000 per occurrence and in the aggregate.
- v. Contractors Pollution Liability insurance covering losses caused by pollution conditions that arise from the operations of the Contractor. Contractors Pollution Liability insurance shall be written in an amount of at least \$2,000,000 per loss, with an annual aggregate of at least \$2,000,000. Contractors Pollution Liability shall cover bodily injury, property damage, cleanup costs and defense, including costs and expenses incurred in the investigation, defense, or settlement of claims. If the Contractors Pollution Liability insurance is written on a claims-made basis, the Lessee warrants that any retroactive date applicable to coverage under the policy precedes the effective date of this Agreement; and that continuous coverage will be maintained or an extended discovery period will be exercised for a period of three (3) years beginning from the time this Agreement expires or is terminated. The City shall be named by endorsement as an additional insured on the Contractors Pollution Liability insurance policy.

(b) Payment of deductibles or self-insured retention shall be the sole responsibility of the Lessee. Lessee may utilize primary and umbrella liability insurance policies to satisfy the insurance policy limits required in this Section. Lessee's umbrella liability policy shall provide "follow form" or at least a broad as required coverage over its required commercial general liability, automobile liability, and workers compensation/employer's liability insurance policies.

(c) The required insurance policies, with the exception of Workers' Compensation and Employer's Liability obtained by Lessee shall include the Lessor, its officers, officials, employees, agents, and volunteers ("Additional Insureds"), as an additional insured with coverage at least as broad as Additional Insured Managers Lessors of Premises ISO form CG 20 11 or equivalent. The coverage shall contain no special limitations on the scope of protection afforded to the Additional Insureds. In addition, the insurance policy shall contain a clause stating that coverage shall apply separately to each insured against whom a claim is made, or suit is brought, except with respect to the limits of the insurer's liability. Lessee shall provide to the Lessor upon mutual execution of this Agreement, a certificate of insurance and blanket additional insured endorsement. Receipt by the Lessor of any certificate showing less coverage than required under this Agreement is not a waiver of Lessee's obligations to fulfill the requirements under this Section. Lessee's required general and auto liability insurance shall be primary insurance with respect to the Lessor. Any insurance, self-insurance, or insurance pool covered maintained by the Lessor shall be in excess of Lessee's required insurance and shall not contribute with it.

(d) Upon receipt of notice from its insurer(s), Lessee shall provide the Lessor with thirty (30) days' prior written notice of cancellation of any insurance policy except for non-payment of premium, required pursuant to this Section 11. Lessee shall, prior to the effective date of such cancellation, obtain replacement insurance policies meeting the requirements of this Section 11. Failure to maintain insurance policies meeting the requirements of this Section 11 shall be a material breach of this Agreement.

(e) Lessee's maintenance of insurance as required by this Section 11 shall not be construed to limit the liability of Lessee to only the coverage provided by such insurance, or otherwise limit the Lessor's recourse to any remedy available at law or equity. Further, Lessee's maintenance of insurance policies required by this Agreement shall not be construed to excuse unfaithful performance under this Agreement by Lessee.

(f) Lessor may review all insurance limits once every calendar year during the duration of this Agreement and may make reasonable adjustments in the limits upon thirty (30) days' prior written notice to Lessee. Lessee shall then issue a certificate of insurance to the Lessor showing compliance with these adjustments.

12. **Indemnification.**

(a) Lessee releases, covenants not to bring suit, and agrees to indemnify, defend, and hold harmless the City, its officers, employees, agents, volunteers, and representatives from any and all claims, costs, judgments, awards, or liability to any person, for injury or death of any person, or damage to property caused by or arising out of any acts or omissions of Lessee, its agents, servants, officers, or employees in relation to this Agreement and any rights granted within this Agreement, except to the extent attributable to the sole negligence or intentional misconduct of Lessor, its officers, officials, employees, agents, or contractors. These indemnification obligations shall

extend to claims that are not reduced to a suit and any claims that may be compromised, with Lessee's prior written consent, prior to the culmination of any litigation or the institution of any litigation.

(b) Inspection or acceptance by the City of any work performed by Lessee shall not be grounds for avoidance by Lessee of any of its obligations under this Section 12, Indemnification.

(c) To the extent the provisions of RCW 4.24.115 are applicable, the Parties agree that the indemnity provisions hereunder shall be deemed amended to conform to said statute and liability shall be allocated as provided therein. It is further specifically and expressly understood that the indemnification provided constitutes Lessee's waiver of immunity under Title 51 RCW. This waiver has been mutually negotiated by the Parties.

(d) Notwithstanding any other provisions of this Section 12, Indemnification, Lessee assumes the risk of damage to its Facilities located upon the Premises from activities conducted by the City, its officers, agents, employees, volunteers, elected and appointed officials, and contractors, except to the extent any such damage or destruction is caused by or arises from any negligence, willful misconduct, or criminal actions on the part of the City, its officers, agents, employees, volunteers, elected or appointed officials, or contractors. In no event shall either Party be liable to the other Party for any indirect, incidental, special, consequential, exemplary, or punitive damages, including by way of example and not limitation: lost profits, lost revenue, loss of goodwill, or loss of business opportunity in connection with its performance or failure to perform under this Agreement. Each Party releases and waives any and all such claims against the other Party, its officers, agents, employees, volunteers, or elected or appointed officials, or contractors.

(e) The provisions of this Section 12, Indemnification, shall survive the expiration, revocation, or termination of this Agreement.

13. **Assignment**. Lessee may not assign, nor otherwise transfer, all or any part of its interest in this Agreement or in the Premises without the prior written consent of Lessor; provided, however, that Lessee may assign its interest to its parent company, any subsidiary, or affiliate, or to any successor-in-interest or entity acquiring fifty-one percent (51%) or more of its stock or assets, subject to any financing entity's interest, if any, in this Agreement. Lessor may assign this Agreement upon written notice to Lessee, subject to the assignee assuming all of Lessor's obligations herein. Notwithstanding anything to the contrary contained in this Agreement, Lessee may assign, mortgage, pledge, hypothecate, or otherwise transfer without consent its interest in this Agreement to any financing entity, or agent on behalf of any financing entity to whom Lessee: (i) has obligations for borrowed money or in respect of guaranties thereof, (ii) has obligations evidenced by bonds, debentures, notes, or similar instruments, or (iii) has obligations under or with respect to letters of credit, bankers acceptances, and similar facilities or in respect of guaranties thereof.

14. **Sublease.** Lessee shall have the right to sublet or license all or any portion of Lessee's Facilities and the Premises, together with access and utilities thereto, with Lessor's prior written consent which shall not be unreasonably withheld, conditioned, or delayed. Any sublessee shall comply with the terms and conditions of this Agreement pertaining to the sublessee's usage of the Premises, including but not limited to, sections 11 (Insurance) and 12 (Indemnification).

15. **Repairs.** Lessee shall not be required to make any repairs to the Premises or Site unless such repairs shall be necessitated by reason of the default or neglect of Lessee.

16. **Hazardous Substances.**

(a) Lessee agrees that it will not, and will not permit any third party to use, generate, store, release, or dispose of any Hazardous Material (as defined below) in, on, under, about, or within the Premises in violation of any law or regulation. Lessor represents and agrees that Lessor will not, and will not permit any third party to use, generate, store, release, or dispose of any Hazardous Material in, on, under, about, or within the Site (including the soil, surface water, and groundwater thereunder) except in compliance with any applicable law or regulation.

(b) Lessee shall defend, indemnify, protect, and hold harmless Lessor and its employees, partners, affiliates, agents, contractors, directors, successors, representatives, and assigns from any against any and all losses, liabilities, damages, penalties, fines, claims, and/or costs (including reasonable attorneys' and consultants' fees and costs) of every type and nature arising out of or in connection with the generation, storage, release, or disposal of any Hazardous Materials by Lessee in, on under, about, or within the Premises in violation of any laws or regulations, except to the extent caused by Lessor or its employees, partners, affiliates, agents, contractors, directors, successors, representatives, or assigns in violation of applicable law.

(c) Lessee and its partners, affiliates, agents, and employees, contractors, directors, successors, representatives, or assigns shall store and handle all equipment and materials in a safe, careful, and workmanlike manner while on the Site. Lessee shall promptly remove from the Site and remediate in compliance with the law any discharge, leak emission, or release of Hazardous Materials from Lessee's activities, improvements, or other Lessee equipment. All costs and expenses associated in any way with a discharge, leak, emission, or release of Hazardous Material from Lessee's activities, other improvements, or other Lessee equipment shall be at the sole cost and expense of Lessee.

(d) As used herein, the term "Hazardous Material" means:

- i. Any "hazardous waste" as defined by the Resource Conservation and Recovery Act of 1976, as amended from time to time, and regulations promulgated thereunder;
- ii. Any "hazardous substance" as defined by the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended from time to time, and regulations promulgated thereunder; and

- iii. Any “hazardous substance” as defined by Washington’s Model Toxics Control Act, Chapter 70.105D RCW, as amended from time to time, and regulations promulgated thereunder; and
- iv. Any substances, material, waste, or emission that has been found to be “hazardous,” “toxic,” “radioactive,” a “pollutant,” or a “contaminant” under applicable law relating to the regulation of pollution or protection of human health and the environment.

(e) The indemnifications of the Lessor and the Lessee in this Section shall survive the expiration or termination of this Agreement.

17. **Emergency Work.** In the event of any emergency in which any of Lessee’s Facilities in or on the Premises breaks, are damaged, or if Lessee’s construction area is otherwise in such a condition as to immediately endanger the property, life, health, or safety or any individual, Lessee shall immediately take the proper emergency measures to repair its Facilities, to cure or remedy the dangerous conditions for the protection of property, life, health, or safety of individuals without having to first apply for any obtain permit or other authorizations as required by this Agreement. However, Lessee shall notify the Lessor of the need for such emergency work immediately upon learning of the emergency and further, Lessee shall obtain any Governmental Approvals necessary for this purpose after the emergency work within two (2) business days of commencing such work.

18. **Dangerous Conditions, Authority for Lessor to Abate.** Whenever construction, installation, or excavation of the Facilities authorized by this Agreement has caused or contributed to a condition that appears to substantially impair the lateral support of the Site, adjoining public way, street, or public place, or endangers the public, street utilities, or City-owned property, the Director of Operations may direct Lessee, at Lessee’s own expense, to take action to protect the Site, public, adjacent public places, City-owned property, utilities, and public ways. Such action may include compliance within a reasonable prescribed time.

(a) In the event that Lessee fails or refuses to promptly take the actions directed by the Lessor or fails to fully comply with such directions, or if emergency conditions exist which require immediate action, the Lessor may enter upon the property and take such actions as are necessary to protect the public, the adjacent streets, utilities, public ways, to maintain the lateral support thereof, or actions regarded as necessary safety precautions; and Lessee shall be liable to the Lessor for the costs thereof. When acting under this subsection, the City will take such necessary actions accompanied by a representative of the Lessee; however, notwithstanding the above, the City shall have no obligation to take actions accompanied by a representative of Lessee in the event of emergency conditions requiring emergency action. The provisions of this Paragraph shall survive the expiration, revocation, or termination by other means of this Agreement.

19. **Security Bond.** Upon execution of this Agreement, Lessee shall post a corporate performance bond in the amount of \$30,0000 (“Security Bond”), in a form reasonably acceptable to the City Attorney, to guarantee the full and complete performance of the requirements of this

Agreement and to guarantee payment of any costs, expenses, damages, or losses the City pays or incurs, including civil penalties, because of any failure caused by the Lessee to comply with the requirement of this Agreement or any Governmental Approvals. Before any sums are withdrawn from the Security Bond, the City shall give written notice to Lessee (1) describing the default or failure to be remedied, or the damages, cost, or expenses that the City has incurred by reason of Lessee's act or default; (2) providing a reasonable opportunity for Lessee to first remedy the existing or ongoing default or failure, if applicable; and (3) that Lessee will be given an opportunity to review the act, default, or failure described in the notice with the Public Works Director or their designee. If a dispute arises under this provision, the Security Bond may not be used to pay the City's attorneys' fees unless and until the City is determined to be the prevailing party.

20. Reimbursement of City Expenses. Where the Lessor incurs costs and/or expenses for review, inspection, or supervision of activities taken through the authority granted in this Agreement or any ordinances relating to the subject for which a permit fee is not established, Lessee shall reimburse the Lessor directly for all incurred costs after receiving an invoice documenting such costs and expenses. Lessee shall reimburse Lessor for any and all actually incurred costs the Lessor incurs in response to any emergency regarding or related to Lessee's facilities within thirty (30) days of City's provision of receipts/invoice for such actually incurred costs to Lessee.

21. Miscellaneous.

- (a) **Entire Agreement; Amendments.** This Agreement constitutes the entire agreement and understanding between the Parties, and supersedes all offers, negotiations, and other agreements, written or otherwise, concerning the subject matter contained herein. Any amendments to this Agreement must be in writing and executed by both Parties.
- (b) **Severability.** If a court of competent jurisdiction holds this Agreement to be illegal, invalid, or otherwise unenforceable, in whole or in part, the remaining terms, covenants, and provisions, shall remain in full force in effect to the fullest extent possible and will in no way be impaired, affected, or invalidated.
- (c) **Binding Effect.** This Agreement shall be binding on and inure to the benefit of the successors and permitted assignees of the respective Parties.
- (d) **Notices.** Any notice or demand required to be given herein shall be made by (i) certified or registered mail, return receipt requested, or (ii) reliable overnight courier to the address of the respective parties set forth below:

Lessor: City of Mercer Island
 9611 SE 36th Street
 Mercer Island, WA 98040
 Attn: City Manager, Director of Operations, City Attorney

Lessee: T-Mobile West Tower LLC
12920 S.E. 38th Street
Bellevue, WA 98006
Attn: Leasing Administration

Copy to: T-Mobile West Tower LLC
c/o CCTMO LLC
Attn: Legal – Real Estate Department
2000 Corporate Drive
Canonsburg, PA 15317

Lessee and Lessor may from time to time designate any other address for this purpose by written notice to the other party. All notices hereunder shall be deemed received upon actual receipt.

(e) **Applicable Law/Venue.** This Agreement shall be governed by the laws of the State of Washington. The venue and jurisdiction over any dispute related to this Agreement shall be with the King County Superior Court.

(f) **Memorandum of Agreement.** Lessor acknowledges that a memorandum of Agreement in the form amended hereto as Exhibit C shall be recorded by Lessee in the official records of King County.

(g) **Compliance with all Applicable Laws.** Lessee agrees to comply with all laws, ordinances, rules, and regulations of the public authorities with jurisdiction in performing any and all work upon the Facility.

(h) **Non-Release of Obligations Upon Termination.** No termination, forfeiture, or cancellation of this Agreement shall release Lessee from any liability or obligation with respect to any matter occurring prior to such termination, default, or cancellation, nor shall termination, default, or cancellation release Lessee from its obligation and liability as described in Paragraph 9, Removal, herein to remove its Facilities and restore the Premises to its original condition or better.

(i) **Exhibits Incorporated.** All riders and exhibits annexed hereto form material parts of this Agreement.

(j) **Counterparts.** This Agreement may be executed in duplicate counterparts, each of which shall be deemed to be an original.

(k) **Nonwaiver.** The Failure of Lessor to insist upon strict performance of any of the covenants or agreements within this Agreement, or to exercise any option herein conferred in any one or more instances, shall not be construed to be a waiver or relinquishment of any such covenant, agreement, or option, or any other covenant agreement or option.

(l) **No Third-Party Beneficiaries.** There are no third-party beneficiaries to this Agreement.

(m) **Attorneys' Fees.** If a suit or other action is instituted in connection with any controversy arising out of this Agreement, the prevailing party ("Prevailing Party") shall be entitled to recover its costs and expenses including attorneys' fees, in such sum as set by the Court, including fees upon appeal of any judgment or ruling.

(n) **Survival.** The following paragraphs shall survive termination or expiration of this Agreement: 8(e), Termination, 9, Facilities Removal, 12, Indemnification, 16, Hazardous Materials, 17, Emergency Work, 18, Dangerous Conditions, Authority for Lessor to Abate, 21, Applicable Law/Venue. Further, any provisions of this Agreement that require performance subsequent to the termination or expiration of this Agreement shall also survive such termination or expiration.

IN WITNESS THEREOF, the Parties have executed this Agreement as of the date first above written.

LESSEE

LESSOR

T-MOBILE WEST TOWER LLC,
a Delaware limited liability company,

CITY OF MERCER ISLAND

By: CCTMO LLC,
a Delaware limited liability company
Its: attorney-in-fact

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

ATTEST:

Andrea Larson, City Clerk

APPROVED AS TO FORM:

Bio Park, City Attorney

STATE OF _____)
) ss.
COUNTY OF _____)

I certify that I know or have satisfactory evidence that _____ is the
person who appeared before me, and said person acknowledged that he/she was authorized to
execute this instrument, and acknowledged it as the _____ of the CCTMO 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: _____.

(Seal or stamp)

Notary Signature

Print/Type Name

Notary Public in and for the State of Washington,
residing at _____

My appointment 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/she was authorized to
execute this instrument, and acknowledged it as the _____ of the City of
Issaquah, a Washington municipal corporation, to be the free and voluntary act of such party for
the uses and purposes mentioned in the instrument.

DATED: _____.

(Seal or stamp)

Notary Signature

Print/Type Name

Notary Public in and for the State of Washington,

residing at _____

My appointment expires _____

Exhibit A- Legal Description

Parent Parcel (As Provided):

The land referred to is situated in the County of King, City of Mercer Island, State of Washington, and is described as follows:

The Northwest Quarter of the Southwest Quarter of Section 19, Township 24 North, Range 5 East, W.M., in King County, Washington; EXCEPT county roads.

Exhibit B-1 – Description of Premises

Tower Lease Area (As Surveyed):

That portion of the Northwest Quarter of the Southwest Quarter of Section 19, Township 24 North, Range 5 East, W.M., in King County Washington,

COMMENCING at the southwest corner of said subdivision; thence S89°04'46"E along the south line of said subdivision a distance of 1289.44 feet to the west margin of Island Crest Way; thence N01°21'45"E along said margin a distance of 693.69 feet; thence N88°36'27"W a distance of 48.73 feet to the Point of Beginning; thence S00°41'16"W a distance of 32.00 feet; thence N89°18'44"W a distance of 12.50 feet; thence N00°41'16"E a distance of 32.00 feet; thence S89°18'44"E a distance of 12.50 feet to the Point of Beginning.

Containing 400.0 s.f. (0.009 acres), more or less

Access Easement (As Surveyed):

An easement for ingress and egress over and across that portion of the Northwest Quarter of the Southwest Quarter of Section 19, Township 24 North, Range 5 East, W.M., in King County Washington.

COMMENCING at the southwest corner of said subdivision; thence S89°04'46"E along the south line of said subdivision a distance of 1289.44 feet to the west margin of Island Crest Way; thence N01°21'50"E along said margin a distance of 693.69 feet; thence N88°36'27"W a distance of 48.73 feet to the Point of Beginning; thence N89°18'44"W a distance of 12.50 feet; thence N00°41'16"E a distance of 111.86 feet; thence S88°56'29"E a distance of 62.55 feet to said west margin; thence S01°21'50"W along said margin a distance of 30.00 feet; thence N88°56'29"W a distance of 49.70 feet; thence S00°41'16"W a distance of 81.78 feet to the Point of Beginning.

Containing 2,894.0 s.f. (0.066 acres), more or less

Utility Easement (As Surveyed):

A 10.00 foot wide utility easement lying over, under and across that portion of the Northwest Quarter of the Southwest Quarter of Section 19, Township 24 North, Range 5 East, W.M., in King County Washington, lying 5.00 feet each side of the following described centerline:

COMMENCING at the southwest corner of said subdivision; thence S89°04'46"E along the south line of said subdivision a distance of 1289.44 feet to the west margin of Island Crest Way; thence N01°21'45"E along said margin a distance of 693.69 feet; thence N88°36'27"W a distance of 48.73 feet; thence N89°18'44"W a distance of 12.50 feet; thence N00°41'16"E a distance of 5.00 feet to the Point of Beginning of said centerline; thence S89°18'44"E a distance of 17.50 feet; thence S00°41'16"W a distance of 264.73 feet; thence S53°10'56"E a distance of 26.94 feet;

thence S86°32'50"E a distance of 18.73 feet to the said margin and the Terminus of said centerline.

Sidelines to be extended and/or shortened at course changes so as to terminate at their respective intersections.

Containing 3,279.1 s.f. (0.075 acres), more or less

Exhibit B-2 – Site Plan of Premises

[see attached]

AS-BUILT SURVEY

BUN 828117

SURVEY PERFORMED FOR:
CROWN CASTLE
 1500 Corporate Drive
 Canonsburg, PA 15317

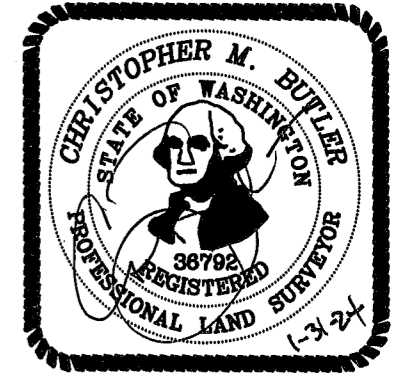
SURVEY COORDINATED BY:
 GEOLINE SURVEYING, INC.
 13430 NW 10th Terrace, Suite A, Alachua, FL 32615
 Tele: (386) 418-0500 | Fax: (386) 462-9986

SURVEY PERFORMED BY:
 BUTLER SURVEYING, INC.
 475 NW Chehalis Avenue - P.O. Box 149
 Tele: (360) 748-8803 | Fax: (360) 748-9319

DRAWN BY: RHA | CHK BY: CMB | JOB NO.: 23-161

SURVEYOR'S CERTIFICATION:
 I hereby certify to T-Mobile West Tower LLC, Crown Castle USA Inc., including its parents, subsidiaries and affiliated entities.

SURVEYOR NAME: Christopher M. Butler



SIGNATURE
 JANUARY 31, 2024
 DATE

ZONING: (R-9.6) RESIDENTIAL 9,600 SQ. FT. LOT

FLOOD NOTE:
 SUBJECT PARCEL LIES IN ZONE X AS PER FEMA FLOOD INSURANCE RATE MAP, PANEL NO. 53033C0675G FOR CITY OF MERCER ISLAND 530083, KING COUNTY, WASHINGTON, DATED AUGUST 19, 2020

BASIS OF BEARINGS:
 PLAT OF PARK PLACE ESTATES BY HOWARD C. CORNELL, PLS 10927, VOLUME 102 OF PLATS, PAGE 86, RECORDS OF KING COUNTY, WASHINGTON.

- NOTES:
1. SURVEY PERFORMED ON 6/1/2023.
 2. DATA PROJECTED ON AN ASSUMED DATUM.
 3. SUBSURFACE INVESTIGATION WAS PERFORMED BY OTHERS TO LOCATE UNDERGROUND UTILITIES. UTILITIES SHOWN HEREON ARE LIMITED TO AND ARE PER OBSERVED EVIDENCE ONLY.
 4. NOT ALL SYMBOLS ARE DEPICTED TO SCALE.
 5. THIS SURVEY DOES NOT REPRESENT A BOUNDARY SURVEY OF THE PARENT PARCEL.
 6. ALL VISIBLE TOWER EQUIPMENT AND IMPROVEMENTS ARE CONTAINED WITHIN THE DESCRIBED AREA, UNLESS OTHERWISE NOTED HEREON.

REV	DATE	DESCRIPTION	DRWN
-	-	-	-

SITE INFORMATION:

Name	SQUEEZE/ISLAND CREST PARK
BUN	828117
Address	5500 ISLAND CREST WAY MERCER ISLAND, WA 98040
County	KING COUNTY

SITE LOCATED IN:
 Section 19, Township 24 North, Range 5 East

AS-BUILT SURVEY

SHEET: COVER SHEET

LEGEND

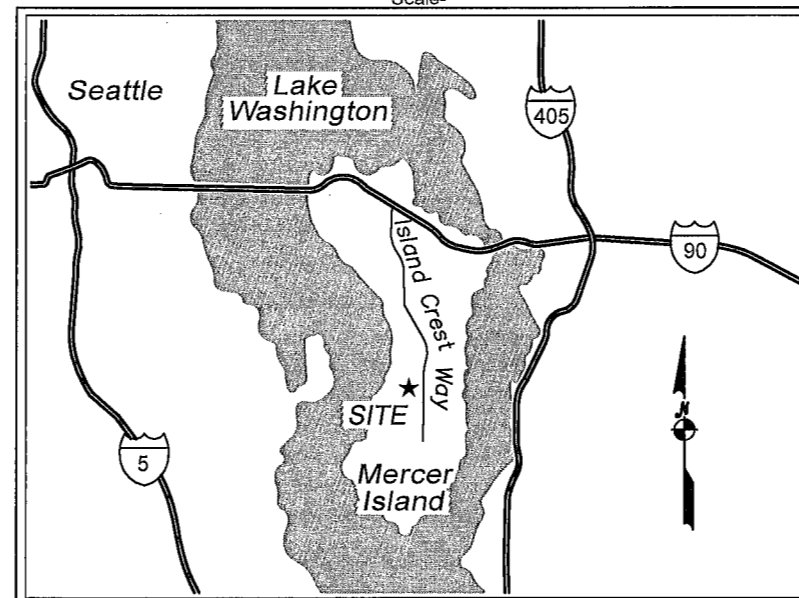
Additional Land Building	IP / Rebar Monu	Transformer
Asphalt Pavement	IP / Rebar Monu- Found	Transformer Pad
Contour - Major	Cased Monu	Catch Basin
Contour - Minor	Cased Monu - Found	Inlet
Easement	Traverse Point	Culvert
Gulderail	Survey Point	Utility Vault
Jurisdiction Line	Gravel	Manhole
Property Line	Dirt	Handhole
Property Tie	Concrete	Pull box
Right of Way	Retaining Wall	Pedestal
Setback	Stairs	Riser
Treeline	Door / Gate	Meter
Wetland	Double Door / Gate	Valve
Railroad Tracks	Gate - Sliding	Cleanout
Centerline	Signs	Junction Box
Road Centerline	Mailbox	Pump Station
Stream	Column	Utility Box
Stream (Directional)	Utility Pole	Controller
Ditch	Guyed Pole	HVAC
Channel	Pole	Generator
Fence	Bollard	Guy Anchor
Cable TV	Flag Pole	
Cable Underground	Shrub	
Combined Sewer	Tree - Palm	
Cable TV & Elec	Tree - Coniferous	
Cable, Elec, & TV	Tree - Deciduous	
Electric	Metal Platform	
Electric Underground	Fuel Tanks	
Fiber	Traffic Signal Controller	
Fiber Underground		
Gas		
Sewer		
Storm		
Telephone		
Telephone Underground		
Unknown Utility		
Water		
Topo - High Point		
Topo - Low Point		
Breakline		
Match line		
Property Tie		

SQUEEZE/ISLAND CREST PK

5500 ISLAND CREST WAY
 MERCER ISLAND
 KING COUNTY, WA

VICINITY MAP

-Not To Scale-



AREA SUMMARY

AREA	SQ. FT. ±	ACRES ±
PARENT PARCEL	1,695,952.7	38.934
TOWER LEASE	400.0	0.009
UTILITY EASEMENT	3,279.1	0.075
ACCESS EASEMENT	2,894.0	0.066

LEGEND

- E/A EDGE OF ASPHALT
- E/C EDGE OF CONCRETE
- E/G EDGE OF GRAVEL
- (X) CONIFEROUS TREE
- (X) DECIDUOUS TREE

CONTENTS

COVER SHEET
SURVEY OVERVIEW
TREE DETAIL
COMPOUND DETAIL
UTILITY EASEMENT
ACCESS EASEMENT
LEGAL DESCRIPTIONS

SURVEY PROCEDURES & EQUIPMENT

The Accuracy Of This Survey Meets Or Exceeds The Minimum Standards as set forth in WAC 332-130-090. Instruments Used:

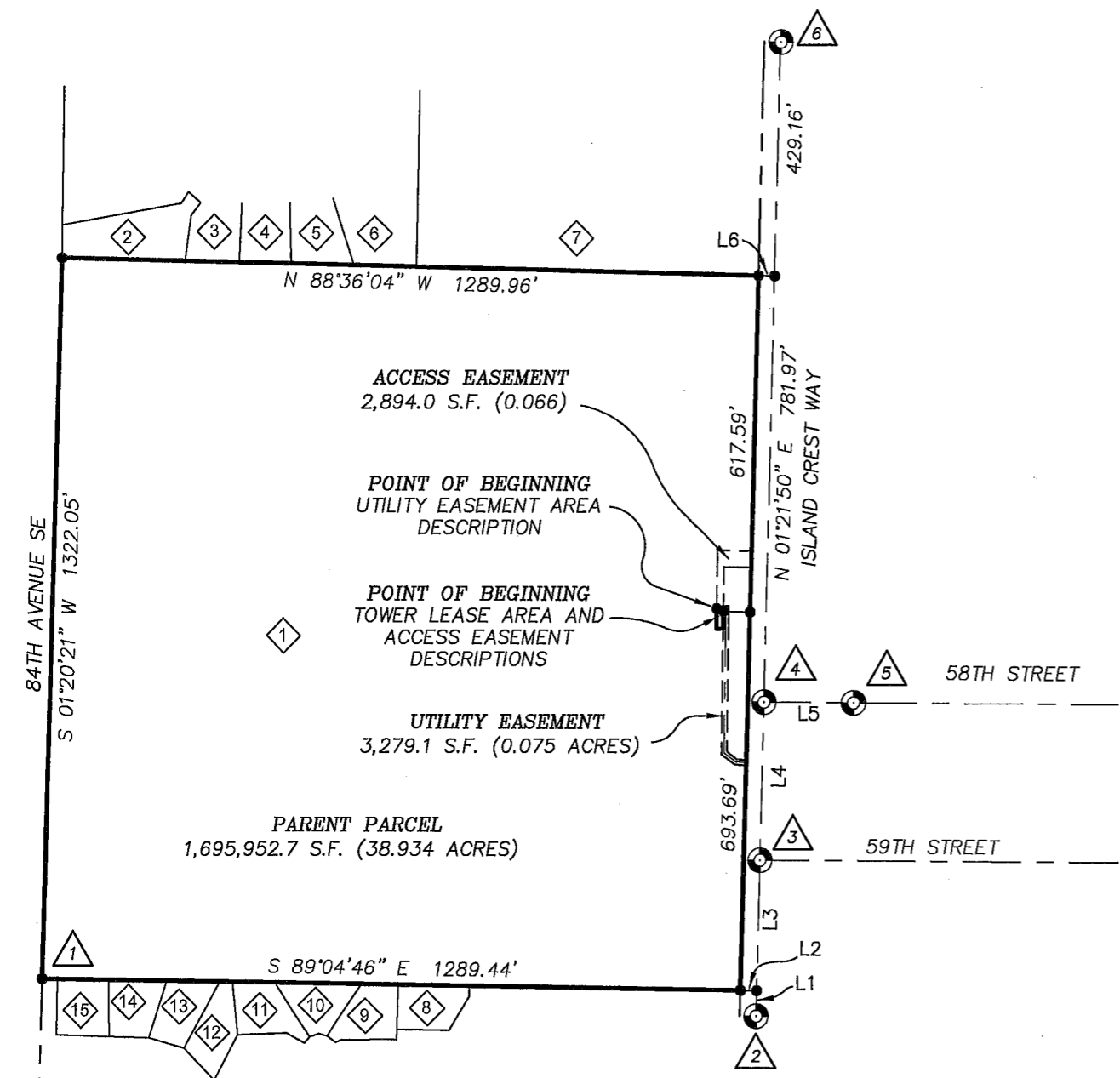
-Data collection methods using a Leica TS-12 Robotic (00°00'05") Total Station (conventional field traverses)

REFERENCE SURVEY (RS)

- 1) R. Ruskin Fisher, PLS 2077 Book 62 of Plats, Page 7 (1959)
- 2) Howard C. Cornell, PLS 10927 Book 102 of Plats, Page 86 (1977)

SURVEY NOTE

Utility Note: Buried Utilities depicted hereon were detected and marked by others using indirect methods no subsurface excavation was performed to verify the type and location of the buried utilities depicted hereon. It is possible that other utilities serving the subject tower site exist that went undetected as a part of this survey.



LINE TABLE

LINE	BEARING	DISTANCE
L1	N 01°23'01" E	46.52'
L2	N 89°04'46" W	30.00'
L3	N 01°21'50" E	239.10'
L4	N 01°21'50" E	289.96'
L5	S 89°34'08" E	164.98'
L6	N 88°36'27" W	30.00'

- 1 POINT OF COMMENCEMENT FOR TOWER LEASE AREA, UTILITY EASEMENT AND ACCESS EASEMENT AREA DESCRIPTIONS: SOUTH 1/16TH CORNER ON THE WEST LINE SECTION 19:
- 2 FOUND CASED MONUMENT IN THE CENTERLINE OF ISLAND CREST WAY APPROXIMATELY 20 SOUTH OF THE CENTERLINE OF 60TH STREET (2023).
- 3 FOUND CASED MONUMENT IN THE INTERSECTION OF ISLAND CREST WAY AND 59TH STREET (2023). HELD FOR BASIS OF BEARINGS.
- 4 FOUND CASED MONUMENT IN THE INTERSECTION OF ISLAND CREST WAY AND 58TH STREET (2023). HELD FOR ROTATION OF BEARINGS.
- 5 FOUND CASED MONUMENT IN THE INTERSECTION OF 58TH STREET AND 89TH AVENUE SE (2023).
- 6 FOUND CASED MONUMENT IN THE INTERSECTION OF ISLAND CREST WAY AND 54TH STREET (2023).

24 19
25 30
SOUTHWEST CORNER SECTION
19-T24N-R5E

PROPERTY INFORMATION

- 1 CITY OF MERCER ISLAND
TPN 192405-9013

Address:
5650 ISLAND CREST WAY
MERCER ISLAND, WA 98040
- 2 NATHAN C. DUDLEY & JENNIFER B. DUDLEY
TPN 418840-0150

Address:
5325 LANSDOWNE LANE
MERCER ISLAND, WA 98040
- 3 LARRY ALLEN KALLANDER
TPN 418810-0160

Address:
5329 LANSDOWNE LANE
MERCER ISLAND, WA 98040
- 4 KEVIN CHIRLS & DESTINY CHIRLS
TPN 418840-0170

Address:
5333 LANSDOWNE LANE
MERCER ISLAND, WA 98040
- 5 GORDON F. GREENMAN & LINDA L. GREENMAN
TPN 418840-0180

Address:
5337 LANSDOWNE LANE
MERCER ISLAND, WA 98040
- 6 DE PEDRO DEL ALAMO & JUAN CAR DE PEDRRO
TPN 418840-0190

Address:
5341 LANSDOWNE LANE
MERCER ISLAND, WA 98040
- 7 MERCER ISLAND SCHOOL DISTRICT 400
TPN 192405-9040

Address:
5437 ISLAND CREST WAY
MERCER ISLAND, WA 98040
- 8 MARK J. ROSEBLUM ET AL
TPN 664872-0100

Address:
8601 SE 60TH STREET
MERCER ISLAND, WA 98040
- 9 CYNTHIA ANN MCWILLIAMS
TPN 856160-0100

Address:
6020 86TH AVENUE SE
MERCER ISLAND, WA 98040
- 10 NATHANIEL HEDBERG SOMERS
TPN 865160-0090

Address:
6010 86TH AVENUE SE
MERCER ISLAND, WA 98040
- 11 VICTORIA M. ROUILLARD
TPN 865460-0080

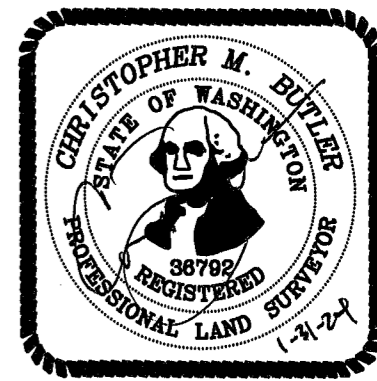
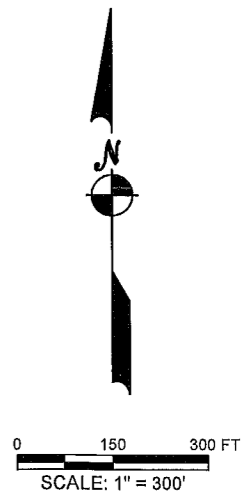
Address:
6000 86TH AVENUE SE
MERCER ISLAND, WA 98040
- 12 JACK A. IBUKI
TPN 865160-0040

Address:
8500 SE 61ST STREET
MERCER ISLAND, WA 98040
- 13 CAMERON HYKES
TPN 856160-0030

Address:
8424 SE 61ST STREET
MERCER ISLAND, WA 98040
- 14 DORIAN FREDERICK COALS
TPN 865160-0090

Address:
6010 86TH AVENUE SE
MERCER ISLAND, WA 98040
- 15 MICHAEL D. SCHUFFLER
TPN 865160-0010

Address:
8400 SE 61ST STREET
MERCER ISLAND, WA 98040



SIGNATURE
JANUARY 31, 2024
DATE

AREA SUMMARY

AREA	SQ. FT. ±	ACRES ±
PARENT PARCEL	1,695,952.7	38.934
TOWER LEASE	400.0	0.009
UTILITY EASEMENT	3,279.1	0.075
ACCESS EASEMENT	2,894.0	0.066

SURVEY PERFORMED FOR:

CROWN CASTLE 1500 Corporate Drive
Canonsburg, PA 15317

REV	DATE	DESCRIPTION	DRWN
-	-	-	-

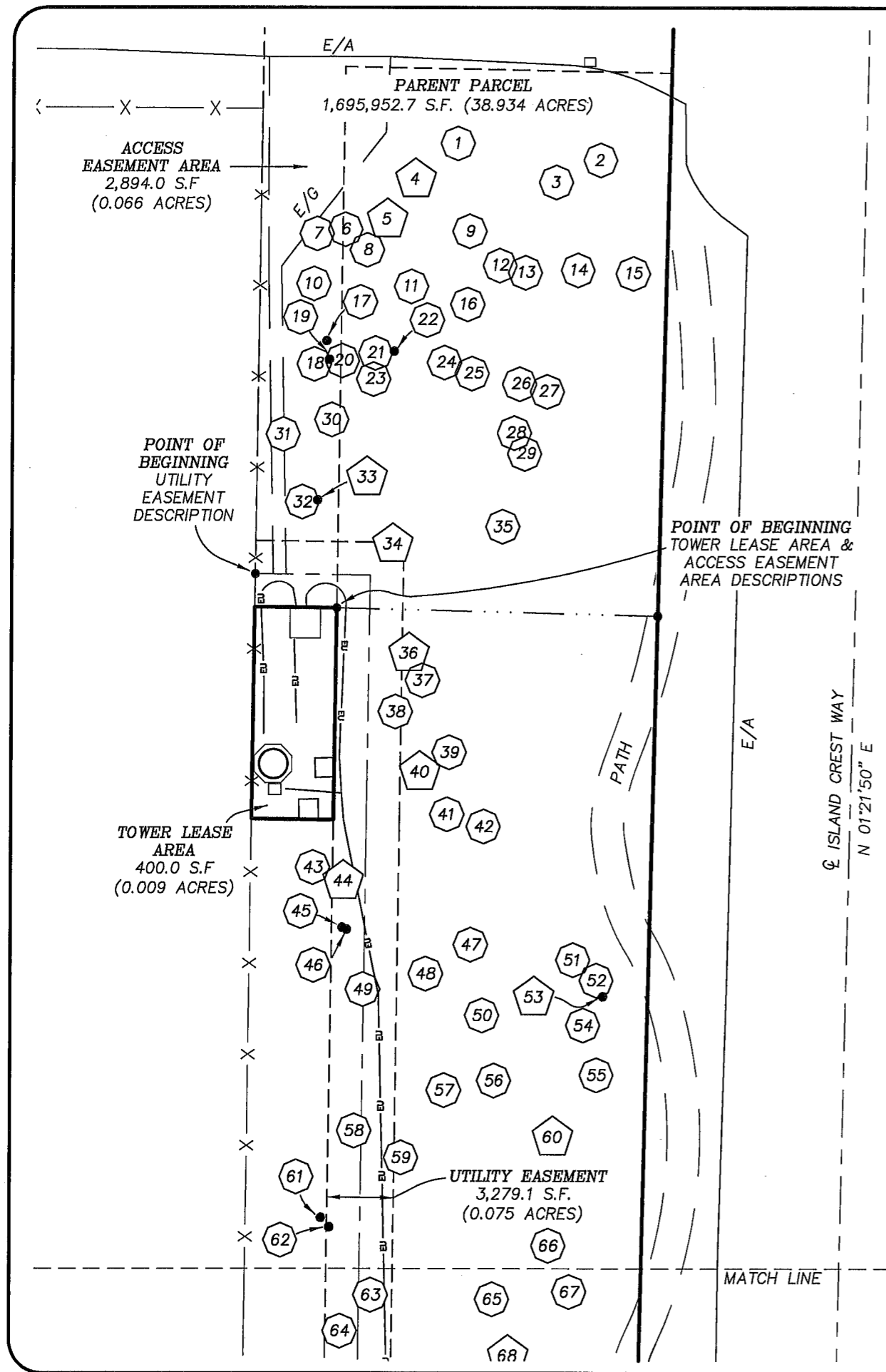
SITE INFORMATION:

Name SQUEEZE/ISLAND CREST PARK
BUN 828117
Address 5500 ISLAND CREST WAY
MERCER ISLAND, WA 98040
County KING COUNTY

SITE LOCATED IN:
Section 19, Township 24 North, Range 5 East

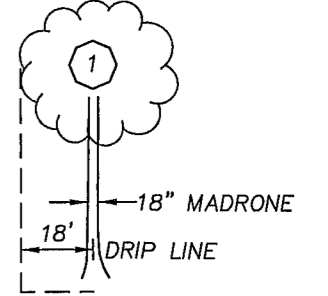
AS-BUILT SURVEY

SHEET: SURVEY OVERVIEW

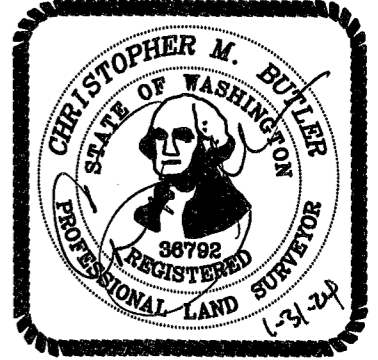


- 1 18" MADRONE - 18' DRIP LINE
- 2 30" FIR - 26' DRIP LINE
- 3 30" FIR - 22' DRIP LINE
- 4 20" MAPLE - 30' DRIP LINE
- 5 15" DOUBLE MAPLE - 26' DRIP LINE
- 6 10" MADRONE - 8' DRIP LINE
- 7 22" MADRONE - 18' DRIP LINE
- 8 34" FIR - 20' DRIP LINE
- 9 9" MADRONE - 10' DRIP LINE
- 10 8" MADRONE - 6' DRIP LINE
- 11 11" MADRONE - 10' DRIP LINE
- 12 16" MADRONE - 16' DRIP LINE
- 13 14" MADRONE - 14' DRIP LINE
- 14 10" MADRONE - 14' DRIP LINE
- 15 14" MADRONE - 16' DRIP LINE
- 16 9" MADRONE - 8' DRIP LINE
- 17 12" MADRONE - 16' DRIP LINE
- 18 14" MADRONE - 16' DRIP LINE
- 19 7" MADRONE - 12' DRIP LINE
- 20 4" MADRONE - 8' DRIP LINE
- 21 8" MADRONE - 12' DRIP LINE
- 22 10" MADRONE - 12' DRIP LINE
- 23 24" FIR - 18' DRIP LINE
- 24 9" MADRONE - 10' DRIP LINE
- 25 6" MADRONE - 8' DRIP LINE
- 26 13" MADRONE - 10' DRIP LINE
- 27 30" FIR - 20' DRIP LINE
- 28 8" MADRONE - 8' DRIP LINE
- 29 10" MADRONE - 8' DRIP LINE
- 30 8" FIR - 12' DRIP LINE
- 31 14" MADRONE - 18' DRIP LINE
- 32 10" MADRONE - 16' DRIP LINE
- 33 20" MAPLE - 22' DRIP LINE
- 34 18" MAPLE - 14' DRIP LINE
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- 36 18" MAPLE - 20' DRIP LINE
- 37 8" MADRONE - 6' DRIP LINE
- 38 18" FIR - 24' DRIP LINE
- 39 22" FIR - 24' DRIP LINE
- 40 12" MAPLE - 30' DRIP LINE
- 41 8" MADRONE - 8' DRIP LINE
- 42 20" FIR - 22' DRIP LINE
- 43 24" FIR - 26' DRIP LINE
- 44 10" MAPLE - 26' DRIP LINE
- 45 8" FIR - 18' DRIP LINE
- 46 10" FIR - 16' DRIP LINE
- 47 12" FIR - 20' DRIP LINE
- 48 18" FIR - 18' DRIP LINE
- 49 10" MADRONE - 14' DRIP LINE
- 50 8" FIR - 10' DRIP LINE
- 51 12" FIR - 20' DRIP LINE
- 52 22" FIR - 24' DRIP LINE
- 53 18" MAPLE - 32' DRIP LINE
- 54 12" MADRONE - 12' DRIP LINE
- 55 20" MADRONE - 20' DRIP LINE
- 56 14" FIR - 14' DRIP LINE
- 57 14" MADRONE - 10' DRIP LINE
- 58 22" FIR - 18' DRIP LINE
- 59 14" MADRONE - 16' DRIP LINE
- 60 18" MAPLE - 30' DRIP LINE
- 61 10" FIR - 8' DRIP LINE
- 62 14" MADRONE - 16' DRIP LINE
- 63 10" FIR - 18' DRIP LINE
- 64 10" FIR - 18' DRIP LINE
- 65 20" FIR - 24' DRIP LINE
- 66 14" MADRONE - 16' DRIP LINE
- 67 19" FIR - 22' DRIP LINE

TYPICAL DRIP LINE MEASUREMENT



0 10 20 FT
SCALE: 1" = 20'

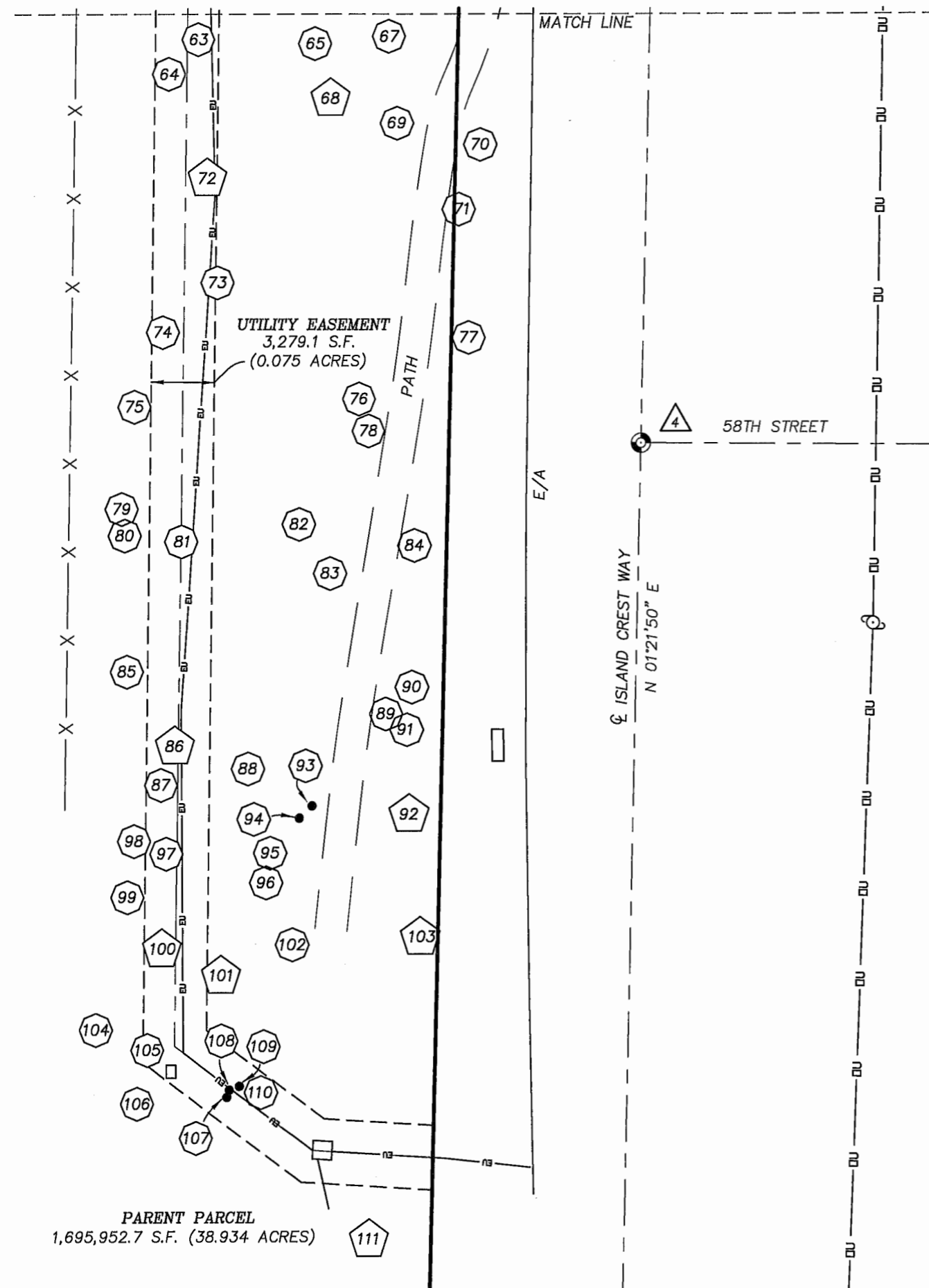


SIGNATURE
JANUARY 31, 2024
DATE

SURVEY PERFORMED FOR:		
		1500 Corporate Drive Canonsburg, PA 15317
REV	DATE	DESCRIPTION
-	-	-
SITE INFORMATION:		
Name	SQUEEZE/ISLAND CREST PARK	
BUN	828117	
Address	5500 ISLAND CREST WAY MERCER ISLAND, WA 98040	
County	KING COUNTY	
SITE LOCATED IN: Section 19, Township 24 North, Range 5 East		
AS-BUILT SURVEY		
SHEET: TREE SURVEY		

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UTILITY EASEMENT	3,279.1	0.075
ACCESS EASEMENT	2,894.0	0.066

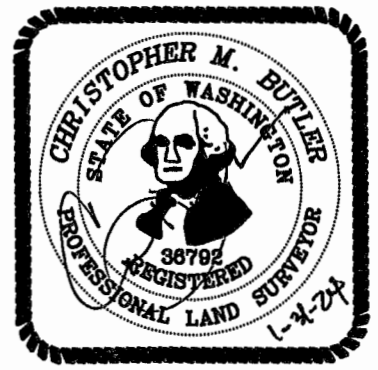
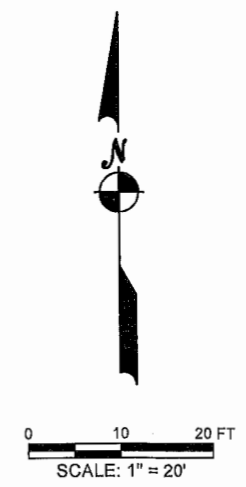


- | | |
|--------------------------------|---------------------------------|
| 63 10" FIR - 18' DRIP LINE | 88 12" FIR - 6' DRIP LINE |
| 64 10" FIR - 18' DRIP LINE | 89 20" FIR - 24' DRIP LINE |
| 65 20" FIR - 24' DRIP LINE | 90 8" MADRONE - 6' DRIP LINE |
| 67 19" FIR - 22' DRIP LINE | 91 20" FIR - 24' DRIP LINE |
| 68 20" MAPLE - 30' DRIP LINE | 92 26" MAPLE - 36' DRIP LINE |
| 69 13" FIR - 18' DRIP LINE | 93 16" FIR - 12' DRIP LINE |
| 70 28" FIR - 26' DRIP LINE | 94 8" MADRONE - 8' DRIP LINE |
| 71 10" FIR - 14' DRIP LINE | 95 18" FIR - 16' DRIP LINE |
| 72 14" MAPLE - 12' DRIP LINE | 96 8" FIR - 14' DRIP LINE |
| 73 12" MADRONE - 14' DRIP LINE | 97 10" FIR - 10' DRIP LINE |
| 74 10" MADRONE - 10' DRIP LINE | 98 9" FIR - 10' DRIP LINE |
| 75 16" MADRONE - 16' DRIP LINE | 99 10" FIR - 14' DRIP LINE |
| 76 12" MADRONE - 12' DRIP LINE | 100 12" ALDER - 6' DRIP LINE |
| 77 25" FIR - 28' DRIP LINE | 101 14" ALDER - 6' DRIP LINE |
| 78 26" FIR - 24' DRIP LINE | 102 8" FIR - 12' DRIP LINE |
| 79 10" FIR - 10' DRIP LINE | 103 26" MAPLE - 40' DRIP LINE |
| 80 19" MADRONE - 16' DRIP LINE | 104 14" FIR - 14' DRIP LINE |
| 81 8" FIR - 8' DRIP LINE | 105 11" FIR - 14' DRIP LINE |
| 82 27" FIR - 28' DRIP LINE | 106 12" FIR - 14' DRIP LINE |
| 83 22" FIR - 24' DRIP LINE | 107 14" MADRONE - 12' DRIP LINE |
| 84 20" FIR - 12' DRIP LINE | 108 14" MADRONE - 12' DRIP LINE |
| 85 18" FIR - 20' DRIP LINE | 109 16" MADRONE - 14' DRIP LINE |
| 86 16" MAPLE - 26' DRIP LINE | 110 10" MADRONE - 8' DRIP LINE |
| 87 9" FIR - 10' DRIP LINE | 111 26" MAPLE - 36' DRIP LINE |

△ 4 FOUND CASED MONUMENT IN THE INTERSECTION OF ISLAND CREST WAY AND 58TH STREET (2023). HELD FOR ROTATION OF BEARINGS.

AREA SUMMARY

AREA	SQ. FT. ±	ACRES ±
PARENT PARCEL	1,695,952.7	38.934
TOWER LEASE	400.0	0.009
UTILITY EASEMENT	3,279.1	0.075
ACCESS EASEMENT	2,894.0	0.066



SIGNATURE
 JANUARY 31, 2024
 DATE

SURVEY PERFORMED FOR:

CROWN CASTLE 1500 Corporate Drive
 Canonsburg, PA 15317

REV	DATE	DESCRIPTION	DRWN
-	-	-	-

SITE INFORMATION:

Name	SQUEEZE/ISLAND CREST PARK
BUN	828117
Address	5500 ISLAND CREST WAY MERCER ISLAND, WA 98040
County	KING COUNTY

SITE LOCATED IN:
 Section 19, Township 24 North, Range 5 East

AS-BUILT SURVEY

SHEET: TREE SURVEY

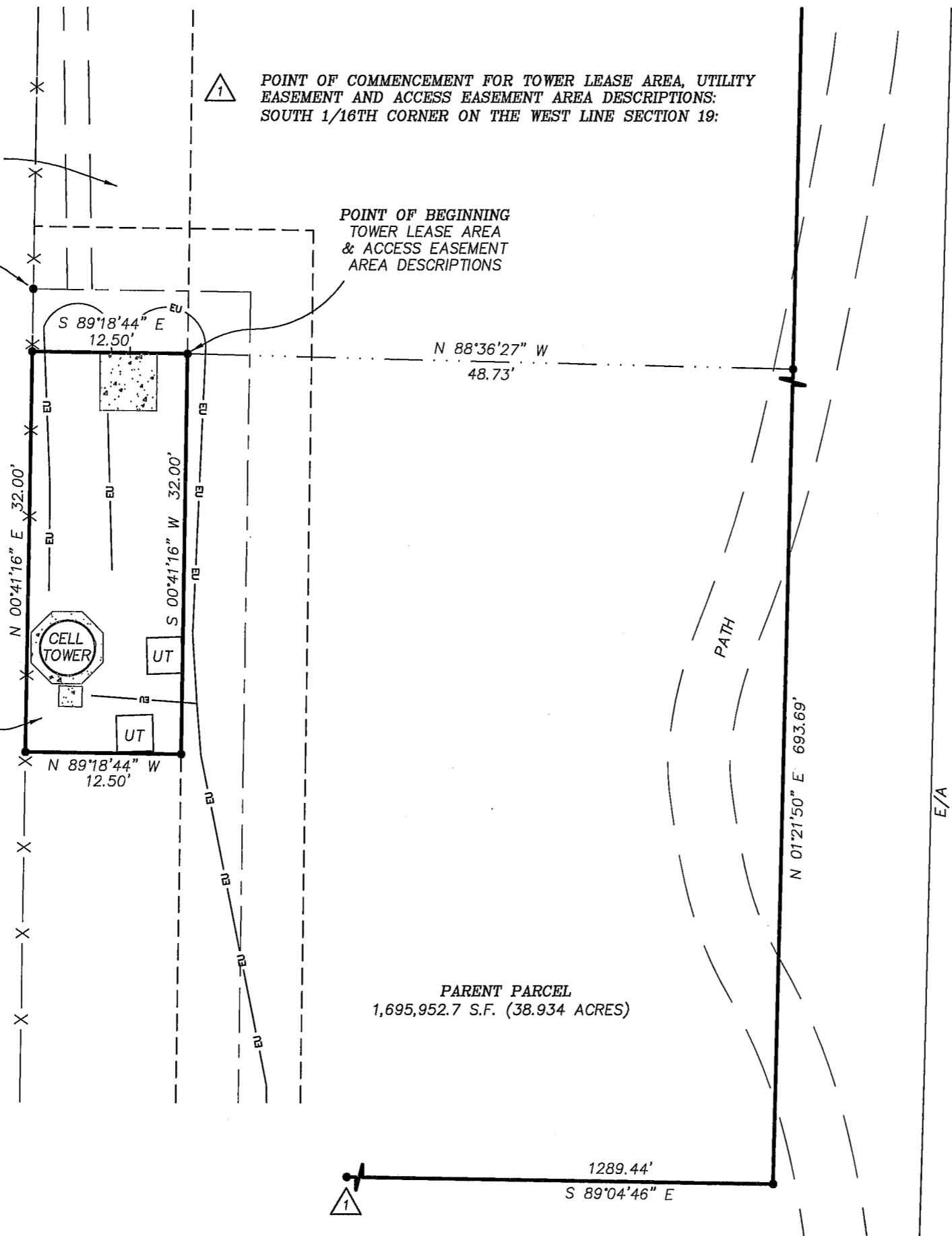
ACCESS EASEMENT AREA
2,894.0 S.F (0.066 ACRES)

POINT OF BEGINNING
UTILITY EASEMENT
AREA DESCRIPTION

TOWER LEASE AREA
400.0 S.F 0.009 ACRES

POINT OF COMMENCEMENT FOR TOWER LEASE AREA, UTILITY
EASEMENT AND ACCESS EASEMENT AREA DESCRIPTIONS:
SOUTH 1/16TH CORNER ON THE WEST LINE SECTION 19:

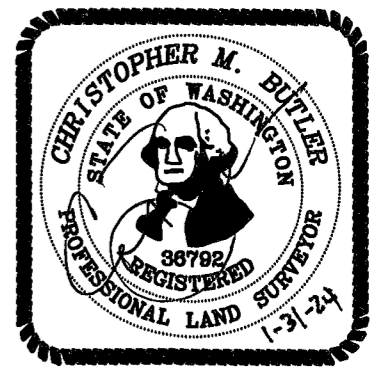
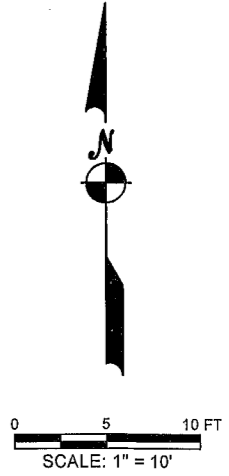
POINT OF BEGINNING
TOWER LEASE AREA
& ACCESS EASEMENT
AREA DESCRIPTIONS



PARENT PARCEL
1,695,952.7 S.F. (38.934 ACRES)

AREA SUMMARY

AREA	SQ. FT. ±	ACRES ±
PARENT PARCEL	1,695,952.7	38.934
TOWER LEASE	400.0	0.009
UTILITY EASEMENT	3,279.1	0.075
ACCESS EASEMENT	2,894.0	0.066



SIGNATURE
JANUARY 31, 2024
DATE

SURVEY PERFORMED FOR:
CROWN CASTLE 1500 Corporate Drive
Canonsburg, PA 15317

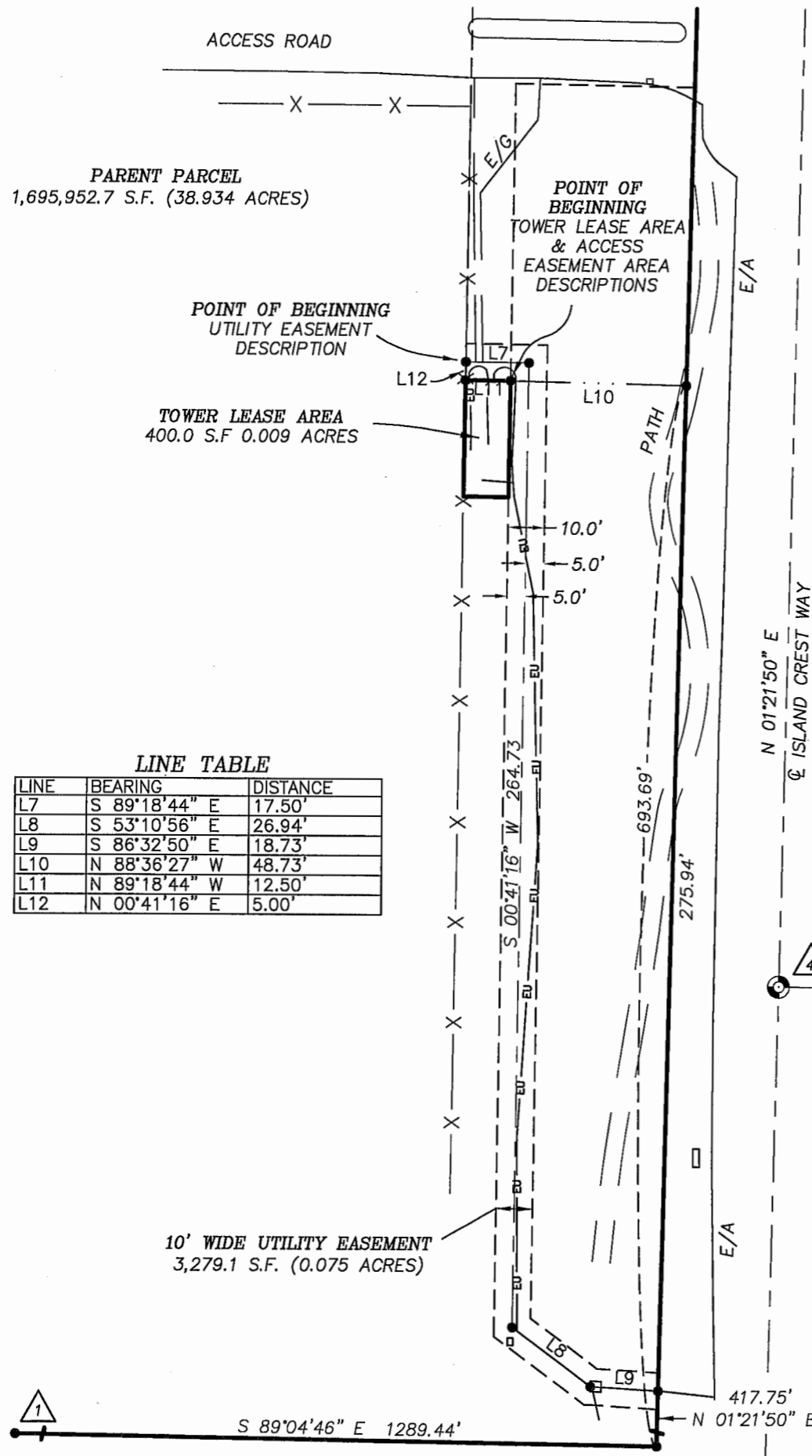
REV	DATE	DESCRIPTION	DRWN
-	-	-	-

SITE INFORMATION:
Name SQUEEZE/ISLAND CREST PARK
BUN 828117
Address 5500 ISLAND CREST WAY
MERCER ISLAND, WA 98040
County KING COUNTY

SITE LOCATED IN:
Section 19, Township 24 North, Range 5 East

AS-BUILT SURVEY

SHEET: COMPOUND DETAIL

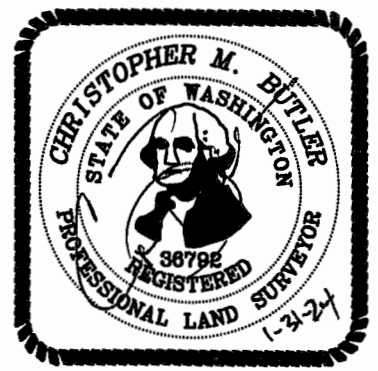


LINE TABLE

LINE	BEARING	DISTANCE
L7	S 89°18'44" E	17.50'
L8	S 53°10'56" E	26.94'
L9	S 86°32'50" E	18.73'
L10	N 88°36'27" W	48.73'
L11	N 89°18'44" W	12.50'
L12	N 00°41'16" E	5.00'

AREA SUMMARY

AREA	SQ. FT. ±	ACRES ±
PARENT PARCEL	1,695,952.7	38.934
TOWER LEASE	400.0	0.009
UTILITY EASEMENT	3,279.1	0.075
ACCESS EASEMENT	2,894.0	0.066



SIGNATURE

 JANUARY 31, 2024
 DATE

- △ 1 POINT OF COMMENCEMENT FOR TOWER LEASE AREA, UTILITY EASEMENT AND ACCESS EASEMENT AREA DESCRIPTIONS:
SOUTH 1/16TH CORNER ON THE WEST LINE SECTION 19:
- △ 4 FOUND CASED MONUMENT IN THE INTERSECTION OF ISLAND CREST WAY AND 58TH STREET (2023). HELD FOR ROTATION OF BEARINGS.
- △ 5 FOUND CASED MONUMENT IN THE INTERSECTION OF 58TH STREET AND 89TH AVENUE SE (2023).

SURVEY PERFORMED FOR:

CROWN CASTLE 1500 Corporate Drive
 Canonsburg, PA 15317

REV	DATE	DESCRIPTION	DRWN
-	-	-	-

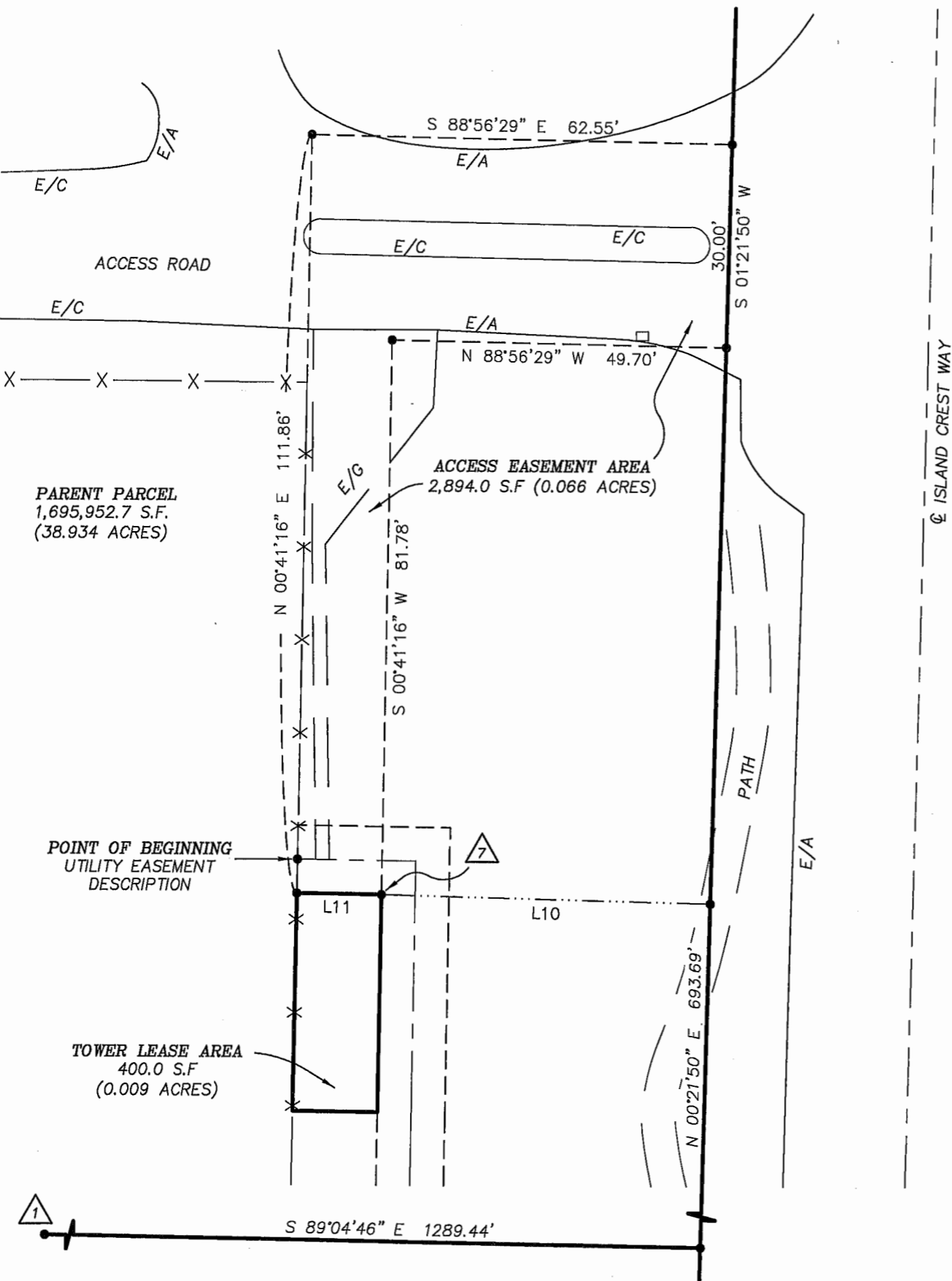
SITE INFORMATION:

Name	SQUEEZE/ISLAND CREST PARK
BUN	828117
Address	5500 ISLAND CREST WAY MERCER ISLAND, WA 98040
County	KING COUNTY

SITE LOCATED IN:
 Section 19, Township 24 North, Range 5 East

AS-BUILT SURVEY

SHEET: UTILITY EASEMENT



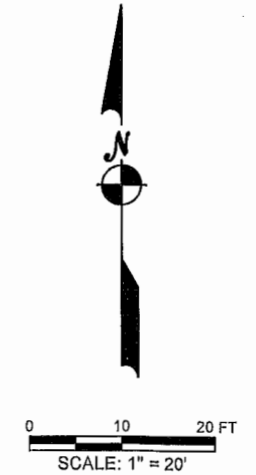
AREA SUMMARY

AREA	SQ. FT. ±	ACRES ±
PARENT PARCEL	1,695,952.7	38.934
TOWER LEASE	400.0	0.009
UTILITY EASEMENT	3,279.1	0.075
ACCESS EASEMENT	2,894.0	0.066

LINE TABLE

LINE	BEARING	DISTANCE
L10	N 88°36'27" W	48.73'
L11	N 89°18'44" W	12.50'

- △ 1 POINT OF COMMENCEMENT FOR TOWER LEASE AREA, UTILITY EASEMENT AND ACCESS EASEMENT AREA DESCRIPTIONS: SOUTH 1/16TH CORNER ON THE WEST LINE SECTION 19:
- △ 7 POINT OF BEGINNING FOR TOWER LEASE AREA AND ACCESS EASEMENT DESCRIPTIONS



SIGNATURE
 JANUARY 31, 2024
 DATE

SURVEY PERFORMED FOR:
 **CROWN CASTLE** 1500 Corporate Drive
 Canonsburg, PA 15317

REV	DATE	DESCRIPTION	DRWN
-	-	-	-

SITE INFORMATION:
 Name SQUEEZE/ISLAND CREST PARK
 BUN 828117
 Address 5500 ISLAND CREST WAY
 MERCER ISLAND, WA 98040
 County KING COUNTY

SITE LOCATED IN:
 Section 19, Township 24 North, Range 5 East

AS-BUILT SURVEY

SHEET: ACCESS EASEMENT

Exhibit C – Memorandum of Agreement

(Above 3” Space for Recorder’s Use Only)

Upon Recording Return to:

MEMORANDUM OF LEASE

This Memorandum of Lease (“Memorandum”) evidences a lease agreement (the “Lease”) between CITY OF MERCER ISLAND, a Washington municipal corporation (“Landlord”), and T-MOBILE WEST TOWER LLC, a Delaware limited liability company, by and through CCTMO LLC, a Delaware limited liability company, its attorney-in-fact (“Tenant”), dated the _____ day of _____, 2024 (the “Effective Date”), for a portion (the “Premises”) of the real property (the “Property”) described in Exhibit A attached hereto.

The Commencement Date of the Lease is _____. The Lease provides for the lease by Landlord to Tenant of the Premises for an initial term of five (5) years with four (4) renewal option(s) of an additional five (5) years each.

This Memorandum is not intended to amend or modify, and shall not be deemed or construed as amending or modifying, any of the terms, conditions or provisions of the Lease. In the event of a conflict between the provisions of this Memorandum and the provisions of the Lease, the provisions of the Lease shall control.

IN WITNESS WHEREOF, the parties hereto have executed this MEMORANDUM OF LEASE as of the date last signed by a party hereto.

[Execution page follows]

LESSEE

T-MOBILE WEST TOWER LLC,
a Delaware limited liability company,

By: CCTMO LLC,
a Delaware limited liability company
Its: attorney-in-fact

LESSOR

CITY OF MERCER ISLAND

By: _____

Name: _____

Title: _____

Date: _____

By: _____

Name: _____

Title: _____

Date: _____

STATE OF _____)
) ss.
COUNTY OF _____)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that he/she was authorized to execute this instrument, and acknowledged it as the _____ of the CCTMO 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: _____.

(Seal or stamp)

Notary Signature

Print/Type Name

Notary Public in and for the State of Washington,
residing at _____

My appointment 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/she was authorized to execute this instrument, and acknowledged it as the _____ of the City of Issaquah, a Washington municipal corporation, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: _____.

(Seal or stamp)

Notary Signature

Print/Type Name

Notary Public in and for the State of Washington,
residing at _____

My appointment expires _____

Exhibit A to Memorandum of Lease

Tower Lease Area (As Surveyed):

That portion of the Northwest Quarter of the Southwest Quarter of Section 19, Township 24 North, Range 5 East, W.M., in King County Washington,

COMMENCING at the southwest corner of said subdivision; thence S89°04'46"E along the south line of said subdivision a distance of 1289.44 feet to the west margin of Island Crest Way; thence N01°21'45"E along said margin a distance of 693.69 feet; thence N88°36'27"W a distance of 48.73 feet to the Point of Beginning; thence S00°41'16"W a distance of 32.00 feet; thence N89°18'44"W a distance of 12.50 feet; thence N00°41'16"E a distance of 32.00 feet; thence S89°18'44"E a distance of 12.50 feet to the Point of Beginning.

Containing 400.0 s.f. (0.009 acres), more or less

Access Easement (As Surveyed):

An easement for ingress and egress over and across that portion of the Northwest Quarter of the Southwest Quarter of Section 19, Township 24 North, Range 5 East, W.M., in King County Washington.

COMMENCING at the southwest corner of said subdivision; thence S89°04'46"E along the south line of said subdivision a distance of 1289.44 feet to the west margin of Island Crest Way; thence N01°21'50"E along said margin a distance of 693.69 feet; thence N88°36'27"W a distance of 48.73 feet to the Point of Beginning; thence N89°18'44"W a distance of 12.50 feet; thence N00°41'16"E a distance of 111.86 feet; thence S88°56'29"E a distance of 62.55 feet to said west margin; thence S01°21'50"W along said margin a distance of 30.00 feet; thence N88°56'29"W a distance of 49.70 feet; thence S00°41'16"W a distance of 81.78 feet to the Point of Beginning.

Containing 2,894.0 s.f. (0.066 acres), more or less

Utility Easement (As Surveyed):

A 10.00 foot wide utility easement lying over, under and across that portion of the Northwest Quarter of the Southwest Quarter of Section 19, Township 24 North, Range 5 East, W.M., in King County Washington, lying 5.00 feet each side of the following described centerline:

COMMENCING at the southwest corner of said subdivision; thence S89°04'46"E along the south line of said subdivision a distance of 1289.44 feet to the west margin of Island Crest Way; thence N01°21'45"E along said margin a distance of 693.69 feet; thence N88°36'27"W a distance of 48.73 feet; thence N89°18'44"W a distance of 12.50 feet; thence N00°41'16"E a distance of 5.00 feet to the Point of Beginning of said centerline; thence S89°18'44"E a distance of 17.50

feet; thence S00°41'16"W a distance of 264.73 feet; thence S53°10'56"E a distance of 26.94 feet; thence S86°32'50"E a distance of 18.73 feet to the said margin and the Terminus of said centerline.

Sidelines to be extended and/or shortened at course changes so as to terminate at their respective intersections.

Containing 3,279.1 s.f. (0.075 acres), more or less