

LEASE AGREEMENT

This Lease Agreement ("Lease") is made and entered into this _____ day of _____, 2008 by and between the City of Olympia, ("Olympia"), and the City of Lacey, ("Lacey") ("Lessors" shall refer to Olympia and Lacey, collectively; "Lessor" shall refer to either Olympia or Lacey, individually, unless otherwise stated); and Verizon Wireless (VAW) LLC d/b/a Verizon Wireless, ("Lessee").

IT IS HEREBY MUTUALLY AGREED BETWEEN THE PARTIES AS FOLLOWS:

1. Property, Area, and Antenna Facilities

a. Olympia hereby leases to Lessee for a portion of that certain parcel of property ("Property") situate in Thurston County, State of Washington, to wit: Ptn NE 1/4 SE 1/4 24-18-1W & Ptn NW 1/4 SW 1/4 19-18-1E and fully described in the attached Exhibit A. Provided, however, that Lessee's use of the Property shall be limited as shown on the attached Exhibit B, which shall hereafter be called the Lessee's Area ("Area"), and being described as a 20' x 40' parcel containing 800 square feet, together with the nonexclusive right for ingress and egress, seven (7) days a week twenty four (24) hours a day over or along a twelve (12) foot wide right of way extending from the nearest public right of way, Piperhill Drive SE to the Area.

b. Olympia and Lacey hereby lease to Lessee the use of that certain portion of the following described property for placement of Antenna Facilities ("Antenna Facilities") on the McAllister Park water reservoir and site, together with all necessary space and easement for utilities over and along a 20' wide easement to Milburn Loop SE, situate in Thurston County, State of Washington, to wit: the West 90.00 feet of the North 80.00 feet of the South 251.04 feet of tract conveyed to Olympia by deed recorded under Thurston County Auditor's File No. 454292 and as depicted in the attached Exhibit C.

2. Permitted Use

a. The use of the Area shall be limited to construction, maintenance, repairs, and operation of an electronic equipment shelter and associated equipment on the Property, and wireless antennas, attachments, and cables (collectively, "Antenna Facilities") used by Lessee. Said items shall be considered equipment and shall be referred to as "Equipment" hereafter. Any other use of said Area without Lessors' reasonable approval shall cancel this Lease.

b. Within thirty (30) days after the Commencement Date, Lessee shall provide Olympia with as-built drawings of the Equipment installed in the Area, which show the actual location of all Equipment and improvements, and any underground facilities outside of the Area. Any such as-built drawings shall be stamped by a Washington licensed professional engineer. This Lease does not grant to Lessee any zoning or land use approvals for the uses mentioned herein. Lessee shall obtain any and all land use and zoning approvals as are necessary for its operations, including but not limited to, permits for buildings, structures, towers, and antennas. Olympia agrees, at no cost to Olympia, to cooperate (by signing as property owner for all applications and/or permits that are required by governmental agencies) with Lessee in making application for and obtaining all licenses, permits, and any and all necessary approvals that may be required for Lessee's intended use of the Area as provided in this Lease. Olympia grants Lessee reasonable access through the Property to the Area twenty-four (24) hours a day, seven (7) days a week and for utilities necessary to operate the Equipment.

3. Compensation.

Lessee shall pay rent ("Rent") to Olympia in the sum of Sixteen Thousand Dollars (\$16,000.00) annually for the ground space at the Property, and Rent to Lacey in the sum of Eight Thousand Dollars (\$8,000.00) annually for the Antenna Facilities on Lacey's tower at the Property ("Annual Rent") during calendar the first year commencing on the Commencement Date (as defined below), and the first monthly installment of Rent is due upon full execution of this Lease. Partial months in 2008 shall be prorated. During the remaining term of this Lease, Rent shall be due and payable monthly in advance on or before the first day of each month. The monthly Rent shall be increased on each annual anniversary of the Commencement Date by an amount of four percent (4%). Payment to Olympia shall be made to the Director of Finance and Budget at Olympia City Hall, 900 Plum Street SE, Olympia, Washington 98507 and payment to Lacey shall be made to City of Lacey Finance Department, PO Box 3400, Lacey, WA 98509-3400. Any Rent payments received by a Lessor after the due date shall include a late payment penalty of two percent (2%) of such Rent to the Lessor receiving a late payment for each day or part thereof past the due date. Lessee shall pay Lessor a late payment charge equal to ten percent (10%) of the late payment for any payment not paid when due by that Lessor. Lessee

shall pay all personal property taxes, leasehold taxes, other taxes and assessments, if any, assessed on, or any portion of, the Equipment or Lessee's use of the Property.

4. Disclaimer of Liability and Indemnity.

a. Lessors shall not at any time be liable for injury or damage occurring to any person or property from any cause whatsoever arising out of Lessee's construction, maintenance, repair, use, operation, condition or dismantling of the Area or its Equipment, except that a Lessor will be liable to the extent that any such injury or damage is due to the negligence or intentional acts of that Lessor, its employees, agents or independent contractors.

b. Lessee shall defend, indemnify, and hold harmless each Lessor, its officers, agents, employees, from any and all claims, costs, lawsuits (including but not limited to reasonable attorneys fees), damages, actions, or liability whatsoever which may arise from Lessee's use of the Area and Antenna Facilities. The foregoing promise shall include, but not be limited to, claims of radio, television, or microwave interference, antitrust violations and anticompetitive acts, liability due to falling objects such as antennas, attachments of equipment and lines on the Property. Lessee shall not be responsible for the negligent acts or omissions or willful misconduct of Lessor, its agents, officers and employees. This obligation shall survive expiration or termination of this Lease.

c. Each Lessor shall defend, indemnify, and hold harmless Lessee, its officers, agents, employees, from any and all claims, costs, lawsuits (including but not limited to reasonable attorneys fees), damages, actions, or liability whatsoever which may arise from Lessor's use of the Property. A Lessor shall not be responsible for the negligent acts or omissions or willful misconduct of Lessee, its agents, officers and employees. This obligation shall survive expiration or termination of this Lease.

d. In the event any action or proceeding shall be brought against a party by reason of any matter for which it is indemnified hereunder, the indemnifying party shall, upon notice from the indemnitee, at the indemnifying party's sole cost and expense, defend the same with legal reasonably selected by the indemnitee; provided however, that the indemnifying party shall not admit liability for, nor enter into any compromise or settlement of, any such matter on behalf of the indemnitee without the indemnitee's prior written consent.

e. Each party shall give each other prompt notice of the making of any claim or the commencement of any action, suit or other proceeding covered by this Section. Nothing herein shall be deemed to prevent a Lessor from cooperating with Lessee and participating in the defense of any litigation by that Lessor's own counsel at such Lessor's sole expense.

f. Except for indemnification pursuant to this Paragraph 4 and Paragraph 12, neither party shall be liable to the other, or any of their respective agents, representatives, employees for any lost revenue, lost profits, loss of technology, rights or services, incidental, punitive, indirect, special or consequential damages, loss of data, or interruption or loss of use of service, even if advised of the possibility of such damages, whether under theory of contract, tort (including negligence), strict liability or otherwise.

g. The Lessors shall be jointly and severally liable to Lessee for performance of all terms, covenants and conditions of this Lease.

h. Nothing in the proceeding paragraphs of Section 4 shall be construed to create any additional liability to any third party. Rather the proceeding provisions are solely for the purpose of allocating risk and liability or between the parties to this agreement.

5. Insurance.

While this Lease is in effect or while any Equipment is located on the Property, Lessee shall maintain in effect and pay for a policy of comprehensive general liability insurance covering bodily injury and property damage with coverage of Two Million Dollars (\$2,000,000) combined limit. Lessors, their officers, agents, and employees shall be named as additional insureds on such policy. Lessee shall deliver to Lessors a certificate evidencing such insurance coverage upon execution of this Lease, and that the coverage shall not be terminated without thirty (30) days prior written notice to Lessors.

6. Term and Renewal. The initial term of this Lease shall commence November 1, 2008 (the "Commencement Date") and shall expire on October 31, 2009, unless sooner terminated as provided herein. This Lease Agreement shall automatically be extended for two (2) additional five (5) year terms unless Lessee terminates its at the end of the then current term by giving Lessors written notice of the intent to terminate at least six (6) months prior to the end of the then current term. In the event Lessee wishes to renew this Lease at the end of the third (3rd) five (5)

year extension term, it shall give notice to Lessors at least one hundred eighty (180) days before its expiration. The decision to renew shall be within the sole but reasonable discretion of Lessors. Notwithstanding anything stated herein to the contrary, Lessee may not renew this Lease, unless it is in full compliance with all terms and conditions contained herein. Unless Lessee wishes to renew this same Lease, it shall comply with the terms of Olympia Municipal Code 11.08.020.

7. Breach.

a. In the event Lessee shall violate any term or condition of this Lease Lessors may give notice in writing to Lessee to cease the violation and comply with the terms of this Lease Agreement. If Lessee fails to cease the violation and comply within thirty (30) days of receipt of such written notice, Lessors may terminate this Lease agreement and reenter the Property upon prior written notice to Lessee. Upon termination of this Lease, Lessee shall return the Property to Lessors in good, useable condition, normal wear and tear excepted. Lessee shall be liable to each Lessor for any unpaid annual rent owed to that Lessor as of the date of termination of the Agreement. Olympia's failure to use remedies provided herein shall not constitute a waiver by both Lessors. Lessors may not maintain any action or effect any remedies for default against Lessee unless and until Lessee has failed to cure the breach within the time periods provided in this Paragraph. Any termination of this Lease by or with respect to one Lessor shall automatically constitute a termination of the entire Lease with respect to both Lessors.

b. In the event there is a breach by either Lessor with respect to any of the provisions of this Agreement or its obligations under it, Lessee shall give the breaching Lessor written notice of such breach. After receipt of such notice, the breaching Lessor shall have 30 days in which to cure any such breach. Lessee's failure to use remedies provided herein shall not constitute a waiver by Lessee. Lessee may not maintain any action or effect any remedies for default against the breaching Lessor unless and until the breaching Lessor has failed to cure the breach within the time periods provided in this Paragraph. Any termination of this Lease by or with respect to one Lessor shall automatically constitute a termination of the entire Lease with respect to both Lessors.

8. Notice.

Any notice required to be given under this Lease shall be deemed given three (3) days subsequent to deposit of such notice(s), properly addressed, in the United States mail, postage prepaid, sent by registered or certified mail, return receipt requested, or by a nationally recognized courier service.

TO LESSOR(S): City of Olympia
 ATTN: Public Works Department
 P.O. Box 1967
 Olympia, WA 98507-1967

City of Lacey
 ATTN: Public Works Director
 P.O. Box 3400
 Lacey, WA 98509-3400

TO LESSEE: Verizon Wireless (VAW) LLC d/b/a Verizon Wireless
 180 Washington Valley Road
 Bedminster, New Jersey 07921
 Attention: Network Real Estate

9. Alteration.

Lessee shall not make any alterations, additions, or improvements in the Area, which are not within the usual and customary method of installation of its Equipment, without first obtaining the consent of Lessors in writing, which consent shall not be unreasonably withheld, conditioned or delayed. All alterations, additions, and improvements shall be at the sole cost and expense of Lessee and shall become the Property of Lessors, excluding Lessee's antenna and Equipment, and be surrendered with the Property as a part thereof at the termination of this Lease, without disturbance, molestation, or injury. Olympia will cooperate with Lessee's efforts to obtain utilities, electrical power, and telephone services necessary to operate Lessee's Equipment. If Lessee shall perform work in the Property without the consent of Lessors, Lessee agrees to comply with all applicable laws, ordinances, rules, and regulations of the City of Olympia and City of Lacey, where applicable, and any other authorized applicable authority. Except for the negligence or willful misconduct of Lessors, or either of them, or their respective employees, agents or contractors, Lessee shall be liable to Lessors for any damage or loss caused by its Lessee's agents, employees, or representatives to the Property. Lessee shall have the right

to alter, replace, enhance and upgrade the equipment at the Area at any time during the term of this Lease with equipment that is of similar or smaller size in share or number, upon prior written notice to Olympia and/or Lacey; provided, however that such changes shall not cause measureable interference with existing facilities or operations at the Property. For other alterations, including but not limited to an increase in the height of the Equipment, increase in the use of ground space on site, or the substitution of substantially larger equipment, Lessors must approve such alterations, with such approval not to be unreasonably withheld, conditioned or delayed.

10. Ownership and Removal of Improvements.

All buildings, landscaping, and all other improvements, except Lessee's Equipment, shall become the property of Lessors upon expiration or termination of this Lease. In the event that Lessors require removal of such improvements and restoration, such removal and restoration shall be accomplished at the sole expense of Lessee and completed within ninety (90) days after receiving notice from Lessors requiring removal of the improvements. In the event Equipment is left upon the Property after expiration or termination of this Lease, they shall become the property of Lessors if not removed by Lessee upon thirty (30) days written notice from Lessors. If such time for removal causes Lessee to remain on the Premises at the termination of this Agreement, Lessee shall pay rent at the then existing monthly rate or on the existing monthly prorate basis if based upon a longer payment term, until such time as the removal of the building, antenna structure, fixtures, and all personal property are completed.

11. Interference with Other Users.

a. The Equipment that Lessee installs shall be of the type and frequency which will not cause measurable interference, as defined by the Federal Communications Commission (the "FCC"), to any currently licensed and operating communications equipment of Olympia and/or Lacey, other existing tenants on the tower, or at the Property. In the event Lessee's Equipment causes such interference, Lessee shall take all reasonable steps necessary to correct and eliminate the interference. Lessee shall eliminate any radio or television interference caused to Olympia and/or Lacey owned facilities at Lessee's sole expense and without installation of extra filters on Olympia and/or Lacey owned equipment.

b. Upon the Commencement Date, Lessee shall provide written assurance, in a format reasonable and customarily accepted by the federal government, ensuring that Lessee's Equipment complies with all applicable federal requirements for radio frequency (RF) emissions, and that Lessee's Equipment will not cause measurable interference with the equipment located on the Property.

c. Lessee understands that no use of the Area will be permitted which exceeds federal RF emissions standards at the boundaries of the Area. If the cumulative RF emissions levels ever exceed applicable federal standards, all users of the Area, including Lessee, will be required to modify operations on a reasonably comparable level, in order to bring the overall RF emissions into compliance.

d. Lessee's installation, operation, and maintenance of its Equipment shall not damage or materially interfere in any way with either Lessor's facility operations or related repair and maintenance activities at the Property or with such activities of other existing tenants at the Property. Lessee agrees to cease all such actions which materially interfere with any Lessor's use of the Area immediately upon actual notice of such interference, provided however, in such case, Lessee shall have the right to conduct intermittent testing to eliminate the interfering equipment to Lessor's reasonable satisfaction, or Lessee shall have the right to terminate the Lease.

e. Lessors do not guarantee to Lessee subsequent non-interference with Lessee's Equipment operations, provided, however, that in the event any other party except a governmental unit, office or agency requests a lease and/or permission to place any type of additional antenna or transmission facility on the Property, the procedures of this section shall govern to determine whether such antenna or transmission facility will interfere with Lessee's Equipment operations. If Lessors receive any such request, Lessors shall submit a proposal complete with all technical specifications reasonably requested by prospective tenant to Lessee for review for noninterference; however, Lessors shall not be required to provide Lessee with any specifications or information claimed to be of a proprietary nature by the third party. The third party shall be responsible for the reasonable cost of preparing the technical specifications for its proposed transmission facility. Lessee shall have thirty (30) days following receipt of said proposal to make any objections thereto, and failure to make any objections within said thirty

(30) day period shall be deemed consent by Lessee to the installation of antennas or transmission facilities pursuant to said proposal. If Lessee gives notice of objection due to interference during such 30 day period and Lessee's objections are verified by Lessors to be valid, then Lessors shall not proceed with such proposal unless Lessors modify the proposal in a manner determined, in Lessors' reasonable judgment, to adequately reduce the interference. In that case, Lessors may proceed with and be allowed to place antennas or other communications facilities on the Property regardless of potential or actual interference with Lessee's use, provided however, if Lessee's use of the Area is materially affected in Lessee's sole discretion, Lessee may terminate the Lease.

12. Hazardous Substances.

Lessors, and each of them, represents and warrant that they have no knowledge of any substance, chemical, or waste (hereafter called "Hazardous Substance") on the Property that is identified as hazardous, toxic, or dangerous in any applicable federal, state, or local law or regulation. Lessee shall not introduce any such Hazardous Substance on the Property in violation of any applicable law. Lessee represents, warrants and agrees that its use of the Area and the Property shall be in compliance with all applicable state and federal environmental laws. Lessee will be solely responsible for and shall defend, indemnify, and hold Lessors, their agents and employees harmless from and against any and all direct claims, costs, and liabilities, including reasonable attorneys' fees and costs arising out of or in connection with the cleanup or restoration of the Property associated with the introduction by Lessee to the Property of such Hazardous Substance(s). Lessors will be solely responsible for and will defend, indemnify, and hold Lessee, its agents and employees harmless from and against any and all direct claims, costs, and liabilities, including reasonable attorneys' fees and costs, arising out of or in connection with the removal, cleanup, or restoration of the Property with respect to Hazardous Substances from any and all sources other than those Hazardous Substances introduced to the Property by Lessee. The obligations of this Section 12 shall survive the expiration or other termination of this Lease.

13. Assignment; Sublease.

Lessee shall not assign or transfer this Lease Agreement or sublet all or any portion of the Area either in whole or in part, either by involuntary sale or by voluntary sale, merger, consolidation; nor shall title thereto, either legal or equitable, or any right, interest property therein pass to or vest in any entity without the prior written consent of Lessors, which shall not

be unreasonably withheld, conditioned or delayed; Lessee shall promptly notify Lessors of any actual or proposed change in, or transfer of, or acquisition by any other party of control of the Lessee. Any such assignment, transfer, or sublet shall make this Lease subject to cancellation unless, and until Lessors shall have consented thereto. Notwithstanding the foregoing, this Lease shall not be assigned or sublet if Lessee is in violation of any provision thereof. Notwithstanding anything contained herein to the contrary, this Lease Agreement may be sold, assigned or transferred by the Lessee without any approval or consent of Lessors to the Lessee's principal, affiliates, subsidiaries of its principal or to any entity which acquires all or substantially all of Lessee's assets in the market defined by the Federal Communications Commission in which the Property is located by reason of a merger, acquisition or other business reorganization. No change of stock ownership, partnership interest or control of Lessee or transfer upon partnership or corporate dissolution of Lessee shall constitute an assignment hereunder.

14. Venue.

In the event of suit to enforce the terms and conditions of this Lease, venue shall be in the Superior Court in Thurston County, Washington, Washington law shall apply, and the prevailing party shall be awarded costs and reasonable attorney's fees.

15. Binding of Successors.

This Lease applies to and binds the heirs, successors, executors, administrators, and assigns of the parties to this Lease.

16. Liens.

Lessee shall not cause or allow any lien to attach to the Property.

17. Termination.

In addition to termination under Section 7 herein, Lessor may terminate this Lease Agreement after written notice to Lessee of its intent to do so given at least one hundred eighty (180) days prior to such termination but only in the event that Olympia determines in its reasonable judgment that Lessee's use of the Area and/or Equipment creates an actual threat of public health and safety hazard to the public. Lessee may terminate this Lease with six (6) months written notice. Such termination shall be permitted in the event Lessee wishes to terminate this Lease Agreement at any time for any reason. Lessee shall also be permitted to terminate this Lease with one hundred twenty (120) days written notice in the event that Lessee

cannot receive and transmit 360 degrees from the area as defined in Section 1 for reasons beyond Lessee's control. In this event, Lessee shall be entitled to a pro rata refund of Annual Rent less any damages it caused to the Property. Any termination of this Lease by or with respect to one Lessor shall automatically constitute a termination of the entire Lease with respect to both Lessors.

18. Right of Entry.

Olympia, Lacey and their agents, officers, and employees, may enter the Area (excluding the interior of the equipment shelter, unless accompanied by a representative of the Lessee) upon twenty-four (24) hours prior written notice to Lessee for the purpose of conducting inspection for compliance with this Lease or to conduct other business; provided, however, that in no event will either Lessor modify, remove, relocate or otherwise tamper with the Equipment. In the event of an emergency, either Lessor's agents, officers, and employees may enter the Area without notice to Lessee. A Lessor shall be liable for any damage to the Equipment caused by that Lessor or its duly authorized agents, officers and employees. Lessee will refer to Lacey's access procedures as shown on Exhibit D when accessing the Antenna Facilities.

19. Whole Agreement.

This Lease contains the whole and entire agreement between the parties as to the transaction contained herein. All parties have read this Lease, understand its contents, and have opportunity to consult with their respective attorneys regarding it.

20. Maintenance and Security.

Lessors have no responsibility for maintenance or for security for the improvements placed upon the Property by Lessee. Lessee shall have the right to install private utilities, at Lessee's expense, and to improve the present utilities on the Property (including, but not limited to, the installation of emergency power generators). Lessee shall install separate meters for utilities used on the Property.

Lessee shall, at its own expense, maintain the Area and its Equipment in a safe condition, in good repair and in a manner suitable to Lessors. Additionally, Lessee shall keep the Area free of debris and anything of a dangerous, noxious or offensive nature or which would create a hazard, or any undue vibration, heat or noise. Lessee shall have the responsibility for the maintenance, repair and security of its Equipment and leasehold improvements. Lessee's

Equipment shall, at all times, be painted, at Lessee's reasonable expense, the same color as the underlying City property to which its Equipment is attached, or other color as the Lessors may specify. Any tree pruning or cutting that is required for installation and/or maintenance of the Area and Equipment shall require Lessee to obtain permission from Lessors, and shall follow best management practices in accordance with City Code.

In the event that Lacey desires to make water tank repairs, or conduct maintenance or painting of the Property, Lacey agrees to provide thirty (30) days written notice to Lessee. Lessee agrees to accommodate Lacey by taking whatever action is necessary to secure the improvements of Lessee, or to remove them temporarily, if necessary in Lacey's reasonable judgment, in order for Lacey to make repairs and do the maintenance. In such event, Olympia and Lacey agree to provide Lessee with space on the Property for the relocation of Lessee's Equipment at Lacey's expense during any such repairs or maintenance and hereby gives Lessee the right to operate a temporary facility on the Property provided such operation does not interfere with Olympia's or Lacey's repairs, maintenance or other use of the Property. Olympia and Lacey will use its best efforts to speedily take care of any work which requires Lessee to remove or otherwise disable its Equipment.

21. Destruction of Lessee's Property.

Except as otherwise provided herein, this Lease may be terminated by Lessee, without any penalty or further liability immediately upon written notice if the Property or the Equipment are destroyed or damaged by natural causes so as in the reasonable judgment of Lessee to substantially and adversely affect the effective use of the Equipment. In such event, all rights and obligations of the parties shall cease as of the date of the damage or destruction, Lessors shall be entitled to any rent, damages reimbursement and/or fees that may be due them, if any, and Lessee shall be entitled to the reimbursement of any Rent prepaid by Lessee, if any. If Lessee elects to continue this Lease, then all Rent shall abate until the Property is restored to the condition existing immediately prior to such damage or destruction.

22. Warranty of Title and Quiet Enjoyment.

Lessors, and each of them, warrant that: (i) Olympia owns the Property in fee simple and has rights of access thereto and the Property is free and clear of all liens, encumbrances, and restrictions affecting Lessee's use; (ii) Lessors have full right to make and perform this Lease;

and (iii) Lessee may peacefully and quietly enjoy the Property subject to this Lease. If either Lessor sells, transfers, hypothecates or encumbers all or any portion of the Property, any such sale, transfer, hypothecation or encumbrance of all or any portion of the Property shall be made subject to the terms, provisions, and conditions of this Lease.

23. Holding Over.

Any holding over after the expiration of the term hereof, with the consent of Lessors, shall be construed to be a tenancy from month to month at two times the rent, or two hundred percent (200%) herein specified (prorated on a monthly basis) and shall otherwise be for the term and on the conditions herein specified, so far as applicable.

24. Acceptance of Area.

By taking possession of the Area, Lessee accepts the Area in the condition existing as of the Commencement Date. Lessors make no representation or warranty with respect to the condition of the Area. Lessee shall, upon not less than forty-five (45) days prior written request by Lessors, deliver to Lessors an estoppel statement in writing certifying that (a) the Lease is unmodified and in full force (or if there have been modifications, that the Lease is in full force as modified and identifying the modifications); (b) the dates to which rent and other charges have been paid; (c) so far as the person making the certificate knows, neither Lessor is in default under any provisions of the Lease; and (d) such other factual matters as Lessors may reasonably request.

25. Successors and Assigns.

This Lease shall be binding upon and inure to the benefit of the parties, their respective successors, personal representatives and assigns.

26. Non-Waiver.

Failure of either party to insist on strict performance of any of the conditions, covenants, terms or provisions of this Lease or to exercise any of their respective rights hereunder shall not waive such rights, but such party shall have the rights to enforce such rights at any time and take such action as might be lawful or authorized hereunder, either in law or equity. The receipt of any sum paid by Lessee to either Lessors after a breach of this Lease shall not be deemed a waiver of such breach unless expressly set forth in writing.

27. Miscellaneous.

27. Miscellaneous.

a. Olympia, Lacey and Lessee represent that each, respectively, has full right, power and authority to execute this Lease.

b. If any term of this Lease is found to be void or invalid, such invalidity shall not affect the remaining terms of this Lease, which shall continue in full force and effect.

DATED this ____ day of _____, 2008.

Approved as to form:

Darren Nienaber

Darren Nienaber, Deputy City Attorney

LESSOR
CITY OF OLYMPIA

LESSOR
CITY OF LACEY

Steven R. Hall, City Manager

Greg J. Cuoio, City Manager

LESSEE
Verizon Wireless (VAW) LLC
d/b/a Verizon Wireless

By: _____
Name: Walter L. Jones, Jr.
Title: West Area Vice President - Network
Date: _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California)
)
County of Orange)

On _____ before me, _____, Notary Public,
personally appeared Walter L. Jones, Jr.,
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

Property Description

Parcel A

A 40 foot wide strip of land in the Southeast quarter of Section 24, Township 18 North, Range 1 West, W.M., the centerline of which is described as follows:

Commencing at the intersection of the East line of said Section 24, with the North line of tract conveyed to the City of Olympia by deed recorded under Auditor's File No. 412457, said intersection bears South 01°57'35" West, 1237.45 feet from the Northeast corner of said Southeast quarter, thence North 88°02'25" West along said North line 77.33 feet to the true point of beginning, thence North 04°08'58" East 317.27 feet to the beginning of a curve to the left having a radius of 676.78 feet; thence Northwesterly along said curve through a central angle of 68°12'26" an arc length of 805.67 feet, thence North 64°03'28" West 2379.64 feet to the West line of the Northeast quarter of said Section 24, and the terminus of this described centerline, EXCEPTING THEREFROM all that portion lying Northerly of the Southerly line of the Burlington Northern Railroad Right-of-Way. EXCEPTING THEREFROM any part of the herein described Parcel C. The sidelines of said strip are shortened or lengthened to terminate at said North line and the North line of the Southeast quarter. It is intended that the described centerline follow the centerline of an existing 36" water line.

Parcel B

Parcel B of Boundary Line Adjustment No. BLA 05 118106TC, as recorded June 13, 2007 under Auditor's File No. 3934544.

Parcel C

A 60 foot wide strip of land in the Southeast quarter of Section 24, Township 18 North, Range 1 West, W.M. and in the Southwest quarter of Section 19, Township 18 North, Range 1 East, W.M., the centerline of which is described as follows:

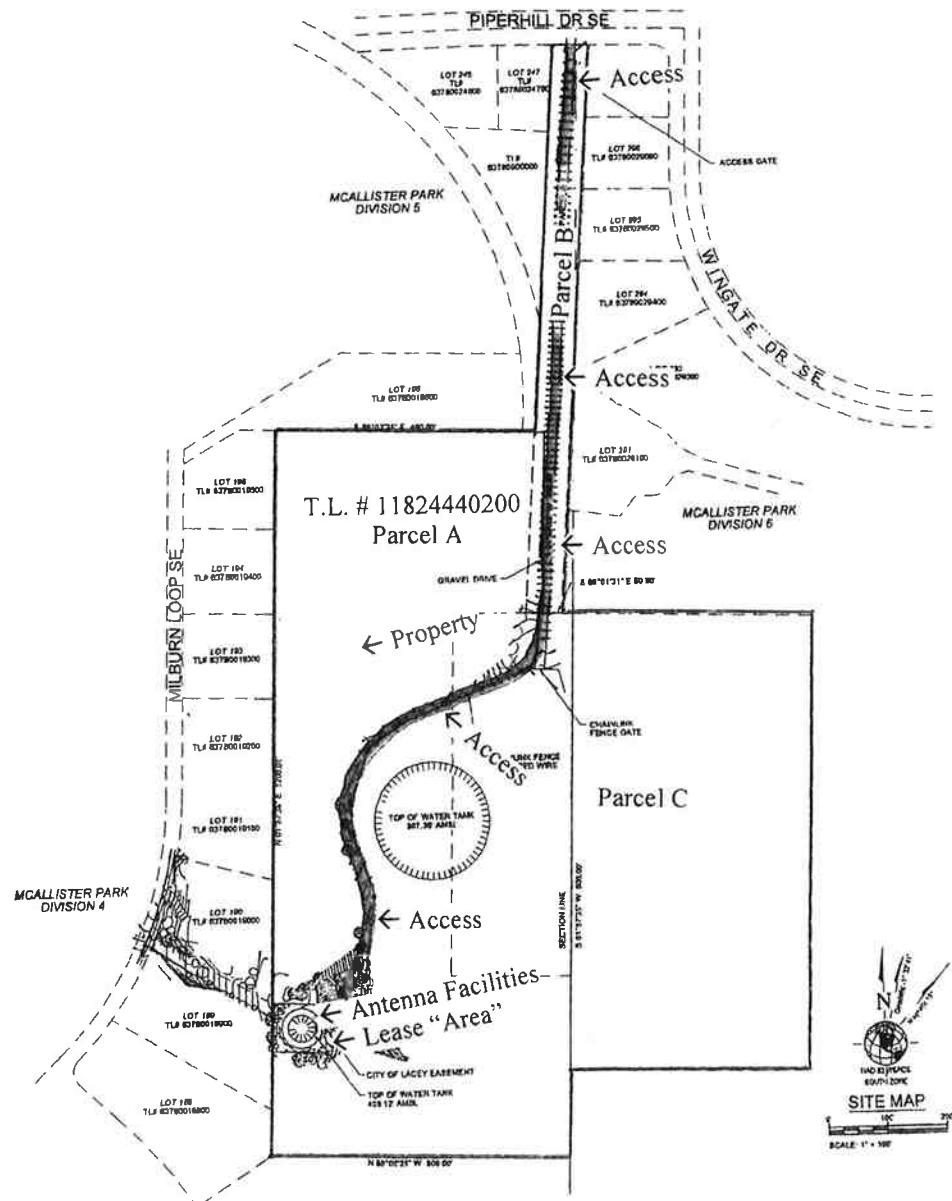
Commencing at the intersection of the East line of said Section 24, with the North line of tract conveyed to the City of Olympia by deed recorded under Auditor's File No. 412457, records of Thurston County, Washington, said point bears South 01°57'35" West 1237.45 feet from the Northwest corner of said Southwest quarter of Section 19, Township 18 North, Range 1 East, W.M., thence North 88°02'25" West along said North line 47.31 feet to the true point of beginning; thence North 04°08'58" East 1238.36 feet to the Northwest corner of said Southwest quarter, and the terminus of this described centerline. The sidelines of said strip are shortened or lengthened to terminate at said North line and the East-West centerline of said Sections 19 and 24.

In Thurston County, Washington.

Exhibit B

Area Description

(Page 1 of 2)



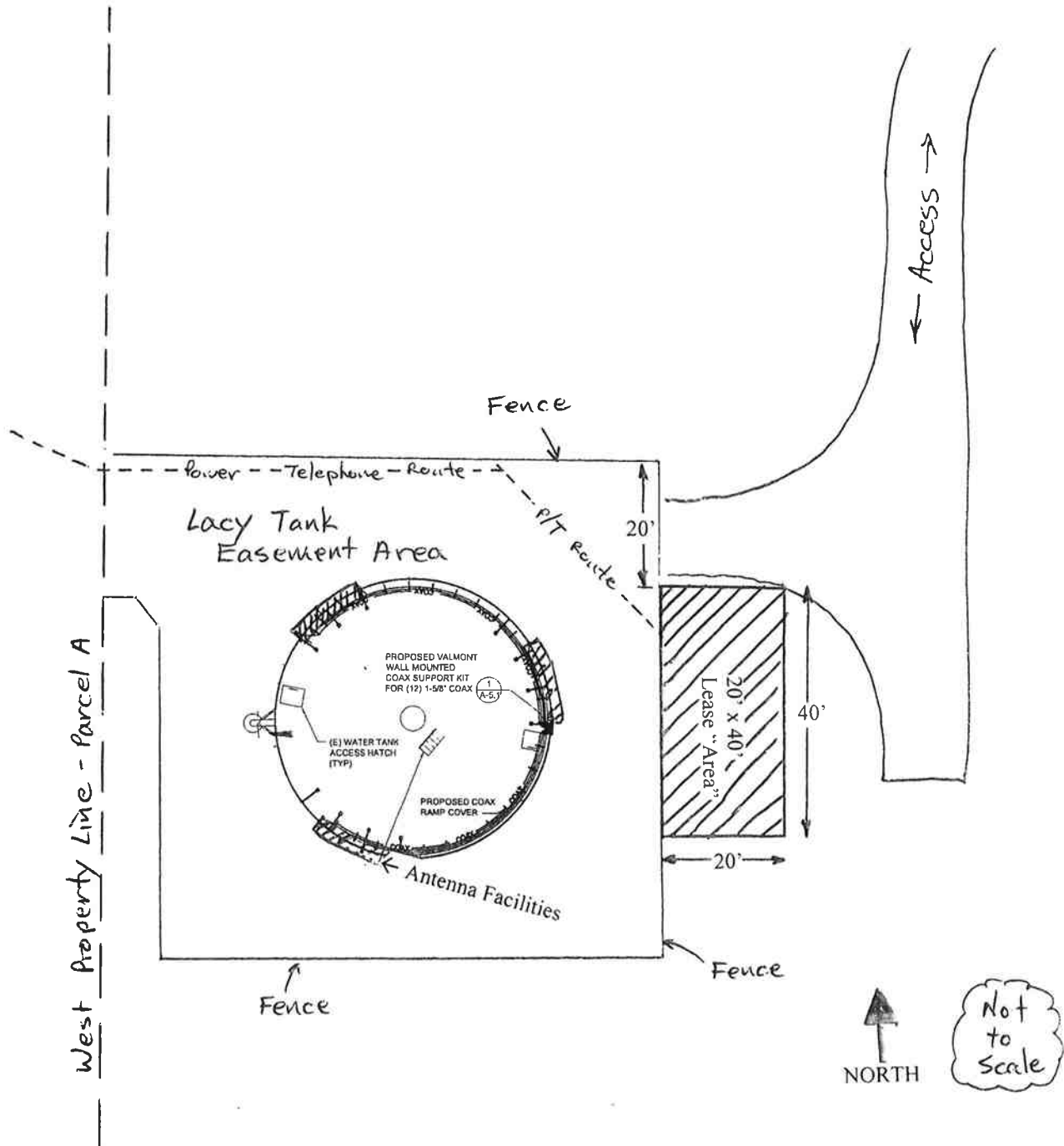
11767292v2

LEASE AGREEMENT/ Olympia - Lacey - Verizon Wireless - McAllister Park Reservoir - OLY Mushroom Corner

Exhibit B

Area Description

(Page 2 of 2)



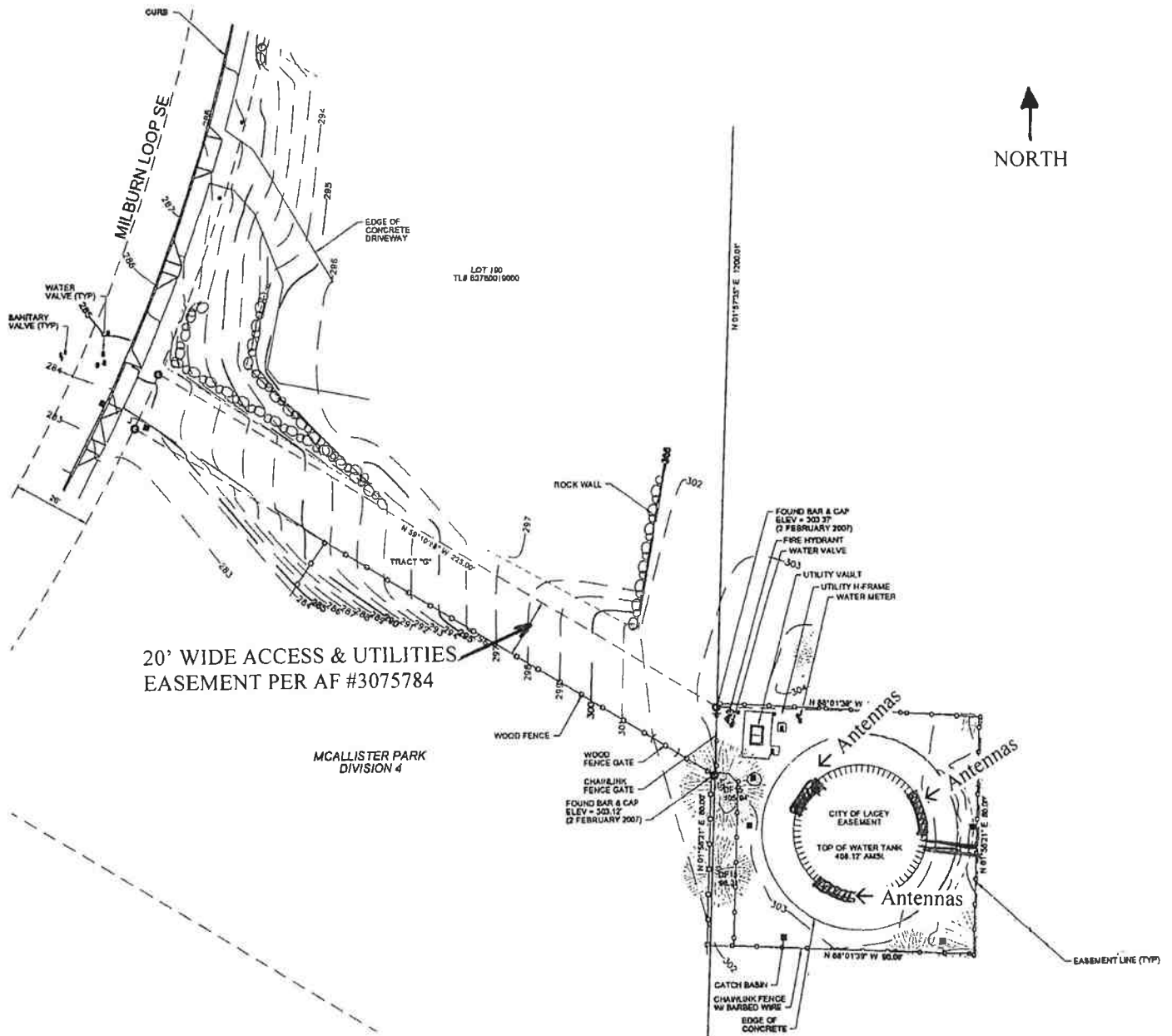
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LEASE AGREEMENT/ Olympia - Lacey - Verizon Wireless - McAllister Park Reservoir - OLY Mushroom Corner

Exhibit C

Antenna Facilities

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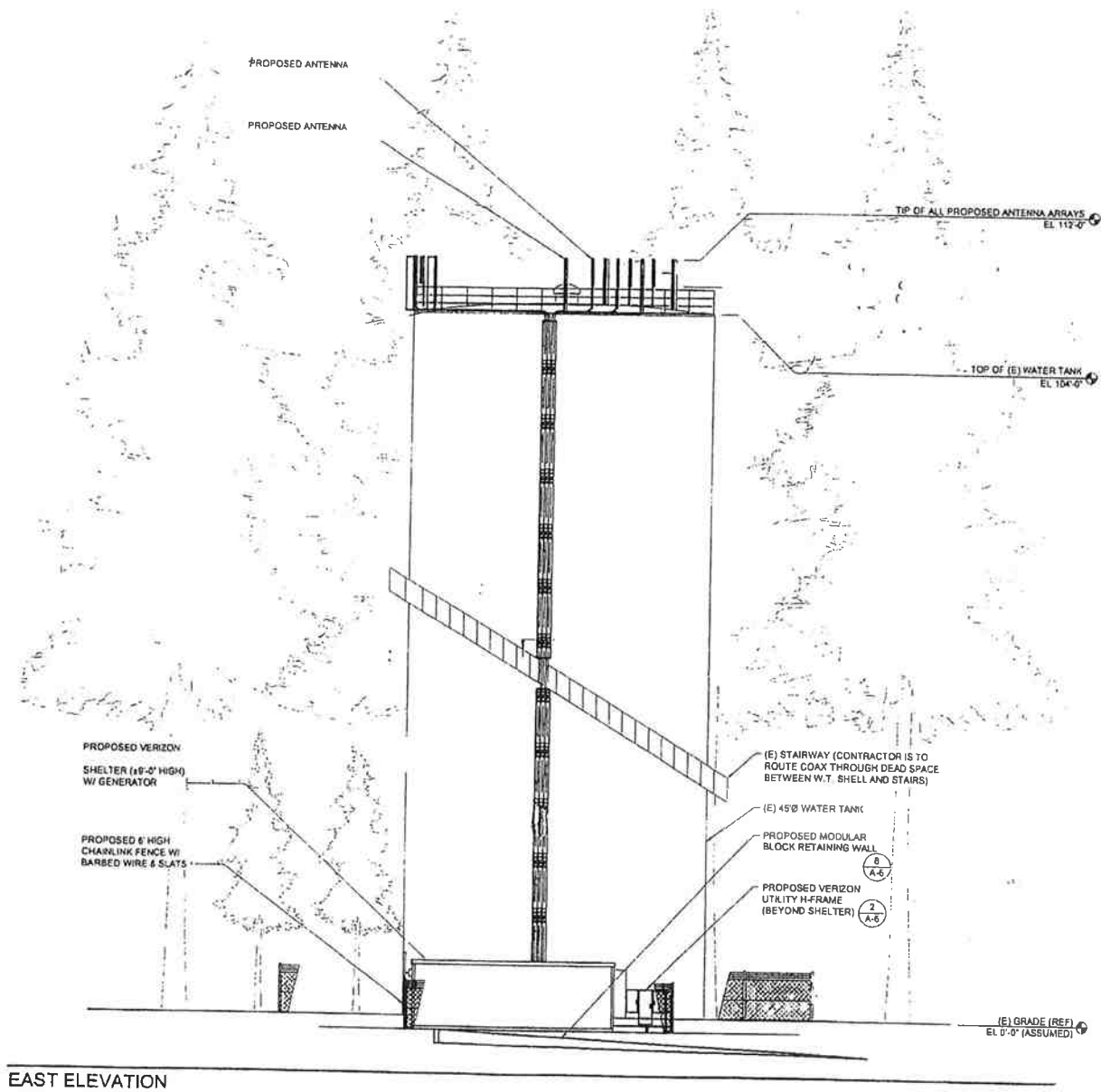
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LEASE AGREEMENT/ Olympia - Lacey - Verizon Wireless - McAllister Park Reservoir - OLY Mushroom Corner

Exhibit C

Antenna Facilities

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LEASE AGREEMENT/ Olympia - Lacey - Verizon Wireless - McAllister Park Reservoir - OLY Mushroom Corner

Exhibit D

(attached is Lacey's Access procedures)

Procedure #102.307
Drafted: March 12, 2004
Revised: June 29, 2007

Access to Water Sites by Cellular Telephone Company Staff

PURPOSE:

Define access requirements for Cellular Telephone Companies and the Operations Division response requirements.

BACKGROUND:

The City has a landlord/tenant relationship with several cellular telephone companies. As such, these firms are customers of the City and have certain rights under the lease agreements and should be treated as customers. The City also has rights as a public service agency responsible for the safety/health of residents served in the community. The Cellular Telephone Companies are expected to provide advance notification for access to well and reservoir sites where their antennas are located. The City is required to provide reasonable accommodation to respond to the needs of the companies.

PROCEDURE:

1. Cellular Telephone maintenance personnel are expected to call the Service Desk or the Standby person as appropriate for access to accomplish emergency repairs. The call is expected to be made prior to departing for Lacey and/or en route. Every reasonable effort will be made to permit access to sites in a minimum of time, but the following timeframes can be used for planning purposes.
 - a. The City will provide 30 minute to 2 hour response during normal duty hours.
 - b. The City will provide up to 2 hour response after normal duty hours.
 - c. The Cellular Companies are expected to provide 2-3 days advance notice of access requirements for routine or planned maintenance to be accomplished after normal duty hours.
2. If the access is required during normal duty hours, an appropriate staff member will open/close the site.
3. If access is required after normal duty hours, the standby person is expected to open/close the site. Alternate arrangements may be made to have a volunteer substitute to meet the customer's requirements.
4. Access may be granted for routine/planned maintenance during normal duty when we have not been given advance notice when it will not inconvenience/disrupt our activities. It is expected that no-notice access requests for planned/routine maintenance will be an exception.
5. Staff is required to open and close access to well sites regardless of the duration of the repair/maintenance activity. We are not required to remain on site during the repair/maintenance activity. The maintenance personnel are required to provide notification when the site is ready to be secured. The site is never to be left unsecured.
6. Cellular Telephone Personnel requesting access must provide name, and the name of their firm. When they arrive on site they must provide positive picture identification that they are the person for which access was granted including any other team members.

- a. Cellular Firms must provide and maintain current an access list on Company letterhead of employees and subcontractor employees that will require access on a one-time or recurring basis. These lists will be used to verify identities on-site.
 - b. The Service Desk will ensure that the Standby Book is maintained with current information.
- 7. Details surrounding access after-hours including the name and company of the requestor will be logged in the standby book per existing procedures, including all appropriate times relating to opening and securing the site.
- 8. The Contact Procedures for Cellular Companies are as follows:
 - a. Normal Duty Hours are defined as Monday through Friday from 0730 to 1630 hours each day, excluding holidays.
 - b. For access during normal duty hours for construction, routine/planned maintenance or emergency service, contact the City of Lacey Service Desk at 360-491-5644.
 - c. For access after normal duty hours, there are two methods of coordinating access.
 - i. For construction, routine or planned maintenance and coordination being accomplished in advance, contact the City of Lacey Service Desk during normal duty hours at 360-491-5644.
 - ii. For emergency work after normal duty hours contact the City's After Hours Service Desk known as "CAPCOM" operated by Thurston County at 360-704-2740. This Service Desk handles a wide variety of calls and may not recognize the importance of a call from a Cellular Company. It is necessary to provide them with the following language to ensure clear and accurate communication.

"This is (name of caller) from (name of Company). We have a need for emergency access to (use one from the List of Sites below). Please call the City of Lacey Standby Person and provide them with my name, Company Name and telephone number to call immediately (provide the proper telephone number to reach the person requesting access)."

List of Sites:

Union Mills Reservoir
Wells 1, 2, and 3
Steilacoom Reservoir
McAllister Reservoir

APPROVAL: _____
Troy Oestreich, Operations Manager