



City Council Committee Meeting Agenda

Community Development Committee

Stanwood City Hall
Conference Room
10220 270th Street NW, Stanwood

Meeting information is posted online at
<https://stanwoodwa.org/>.

Thursday September 7, 2023, at 5:00 PM

- Dish Lease Agreement
- Unified Development Code Approach



**CITY OF STANWOOD
COMMUNITY DEVELOPMENT COMMITTEE
AGENDA STAFF REPORT**

DATE: September 7, 2023

SUBJECT: September CDC Agenda Topics

FROM: Patricia Love, Community Development Director
Tansy Schroeder, City Planner

Dish Lease Agreement

City staff has been working with Dish Wireless LLC on a potential lease agreement to attach a wireless communications facility to the side of the city's water tower over the last two years including three meetings with the Public Works Committee. The lease agreement went before City Council on March 23, 2023 and a public hearing was held before Council on April 13, 2023 at which time the motion to adopt failed.

Staff has worked with Dish to address concerns raised during the Council meetings and is bringing a revised lease agreement to the Community Development Committee for review.

Lease Area

At the public hearing, it was unclear what was being leased as described in the agreement. Subsection 2.1 Premises describes the proposed rental area. The previous lease language read;

*"Landlord leases to Tenant approximately [TO BE FINALIZED WITH PERMIT APPLICATION XX square feet] of space for the use and operation of its facilities as such are initially described or shown in Exhibit B, collectively referred to as the **"Premises"**."*

Subsection 2.1 has been revised to 'Project Description' and updated to provide a clear description of all components of the lease area and reads as follows;

2.1 Project Description. The Project shall include the use of City grounds and Water Tank #3 located on a portion of the Premises identified in Section 2.2, as shown on Exhibit A as described below:

- a) Ground Coverage: This lease covers and includes only the land area needed for the Lessee's equipment cabinets and underground conduit for cables and power as follows:

- a. 1 -9 x 14 square foot area that includes the equipment cabinets, transformer box and entry enclosure shown as "Ground Lease 1".
 - b. 1 – 10 x 10.5 square foot area for the second entry enclosure shown a "Ground Lease 2".
 - c. A 3' x 30' linear underground conduit trench from the equipment boxes to Water Tank #3 shown as "UG Conduit Area 1".
 - d. A 5' x 150' underground utility conduit from the existing on-site power box to the Lessee's utility cabinets shown as "UG Conduit Area 2".
- b) Water Tank #3: Use of the water tank by the Lessee shall be limited to the following:
- a. Cables and anchors along the exterior of the concrete shaft of the water tank shown as "Cable Area 1".
 - b. Interior cables and anchors along the interior walls and access shaft of the water tank shown as "Cable Area 2" and "Cable Area 3".
 - c. Up to six (6) antennas installed in two (2) phases over 10-years. Antennas shall be located in three (3) equal distant sectors with two (2) antennas per sector shown as "Antenna Lease Area". Antennas will be affixed to tank with magnetic mounts.
 - d. Three (3) cables with associated magnetic anchors along the top of the water tank shown as "Cable Area 4A", "Cable Area 4B", and "Cable Area 4C".

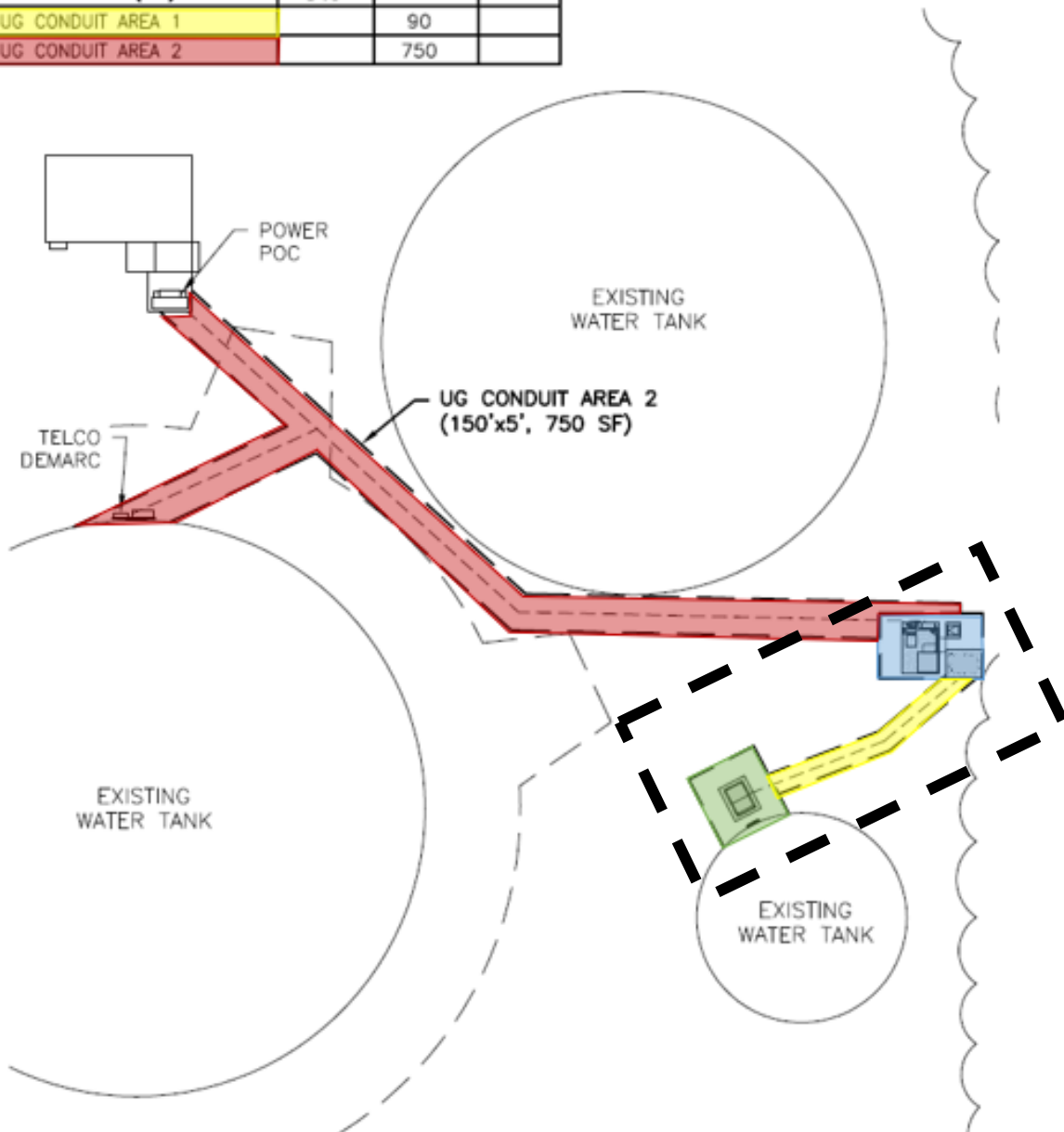
All areas described above are shown on Exhibit A and consist of the full area included in the lease. Any changes to the leased area require an amendment the lease agreement and shall be subject to approval by the City.

The former subsection 2.1 Premises has been re-numbered to 2.2 and refers back to 2.1 Project Description, and all subsequent subsections in 2. Premises, Term, Rent and Contingencies were also renumbered accordingly.

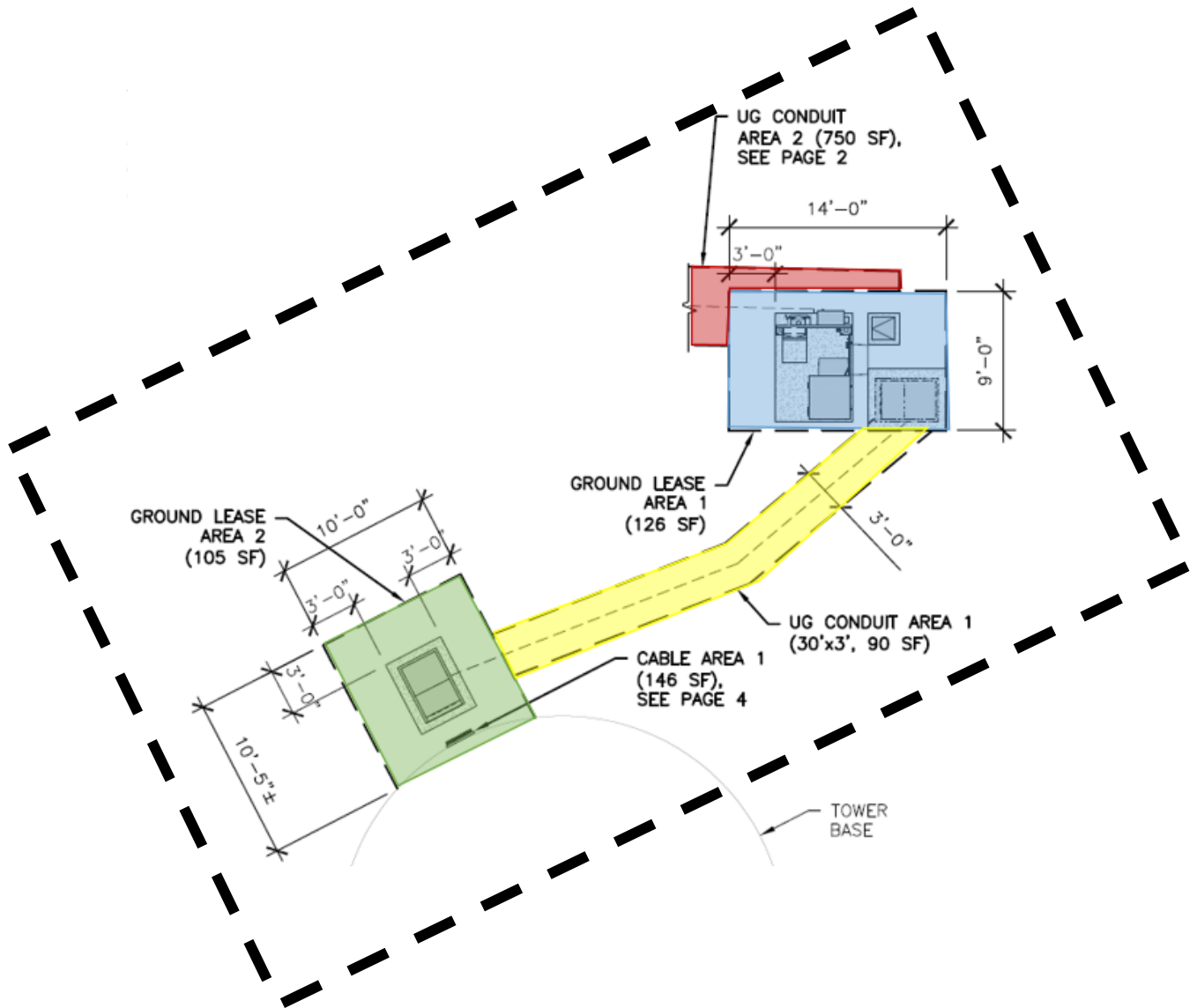
Proposed Dish Lease Area (Color Coded)

Ground Space
Entire Site

LESSEE LEASE AREA SUMMARY			
AREA	SQ FT (SF)	SQ FT (SF)	SQ FT (SF)
GROUND SPACE	231		
GROUND LEASE 1		126	
GROUND LEASE 2		105	
UNDERGROUND (UG) CONDUIT	840		
UG CONDUIT AREA 1		90	
UG CONDUIT AREA 2		750	

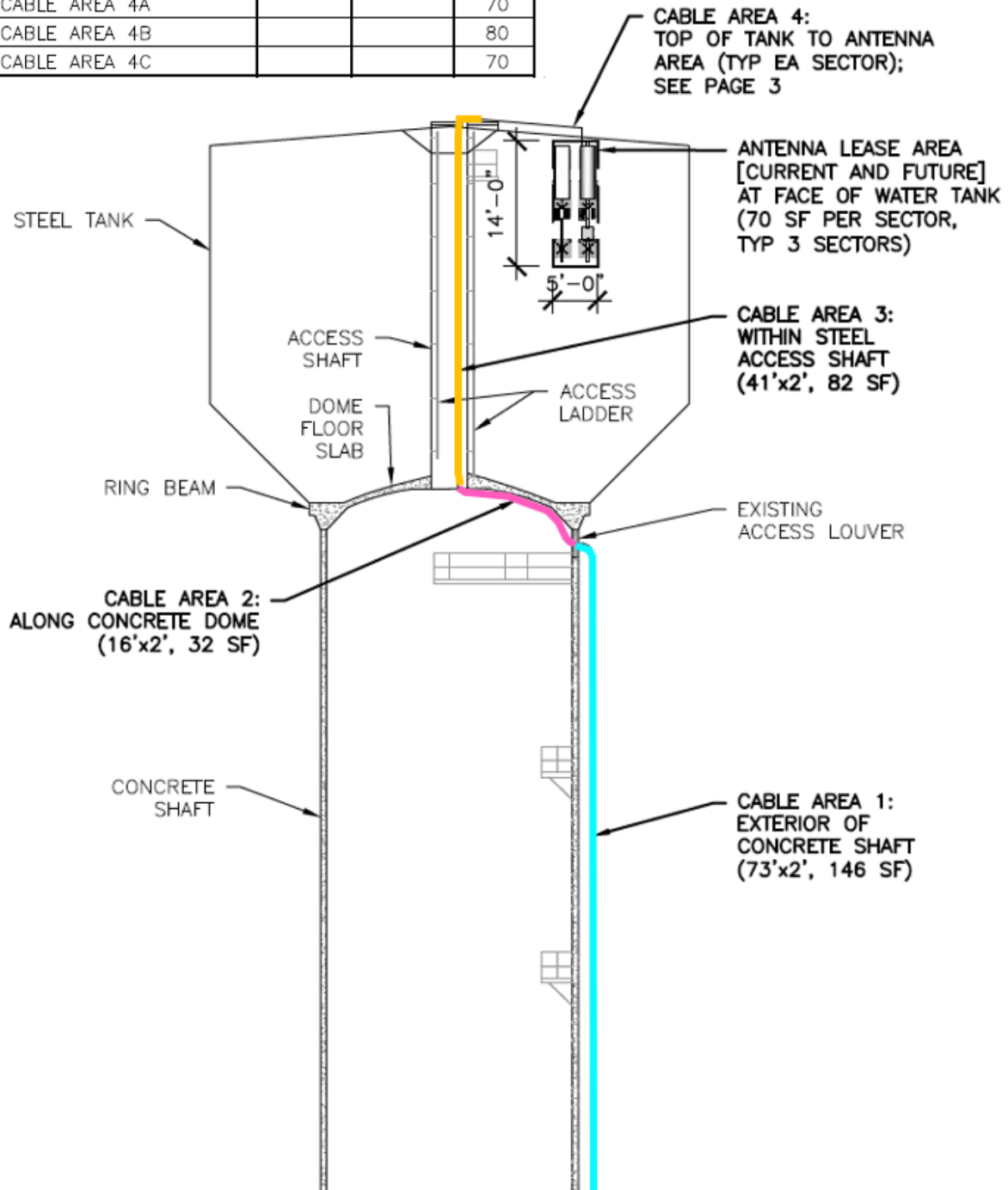


Ground Space
Zoomed In

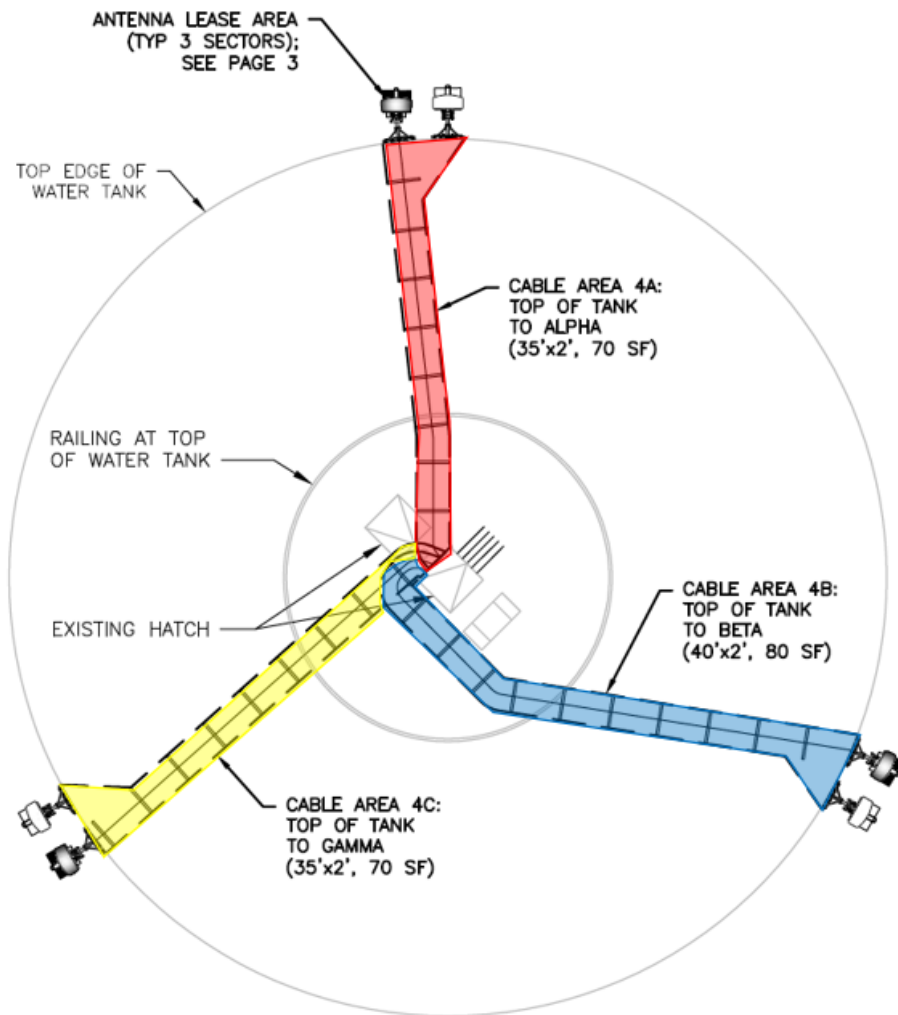


Cable Space Side View

CABLE SPACE	480		
CABLE AREA 1		146	
CABLE AREA 2		32	
CABLE AREA 3		82	
CABLE AREA 4		220	
CABLE AREA 4A			70
CABLE AREA 4B			80
CABLE AREA 4C			70



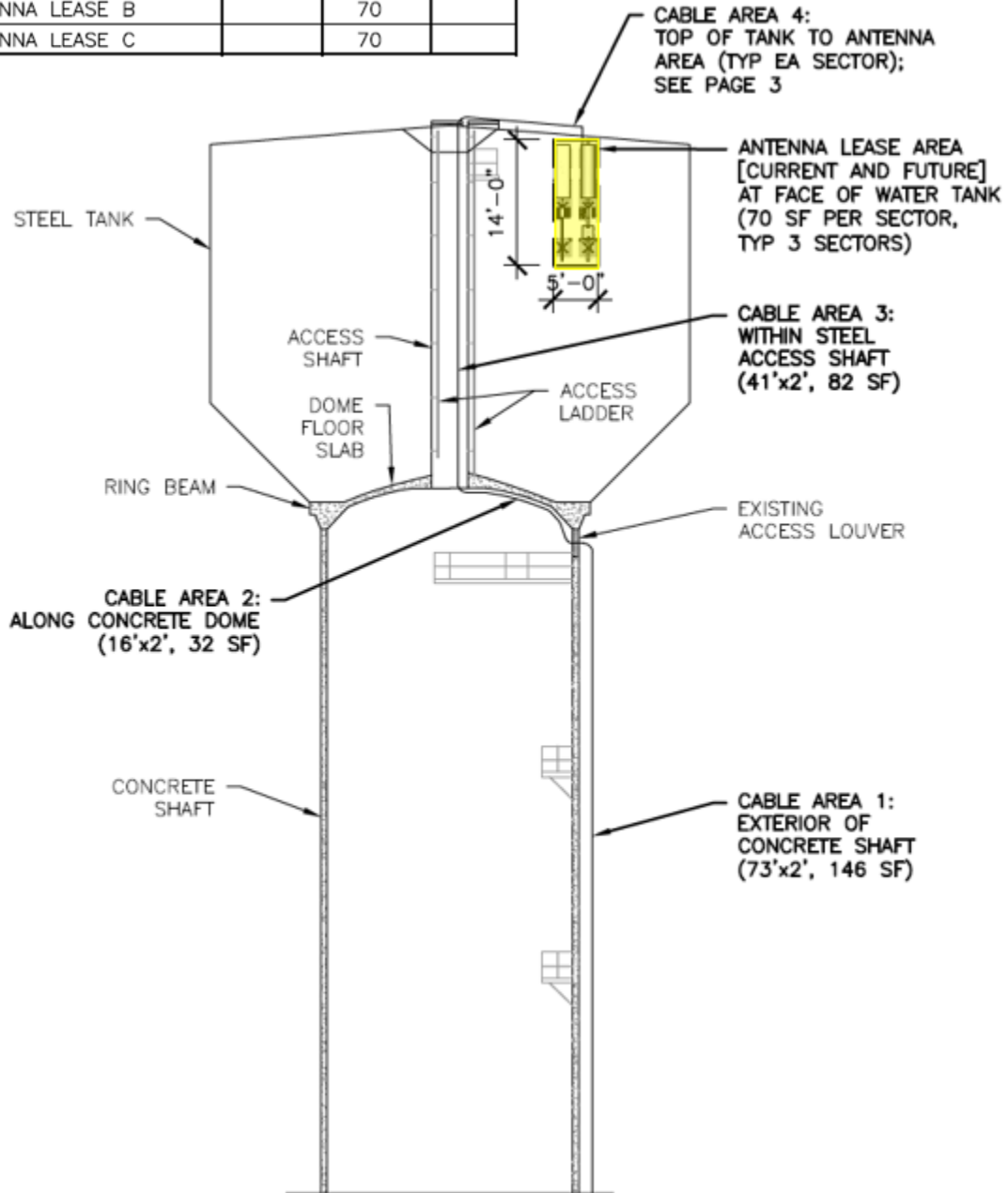
Cable Space
Top View



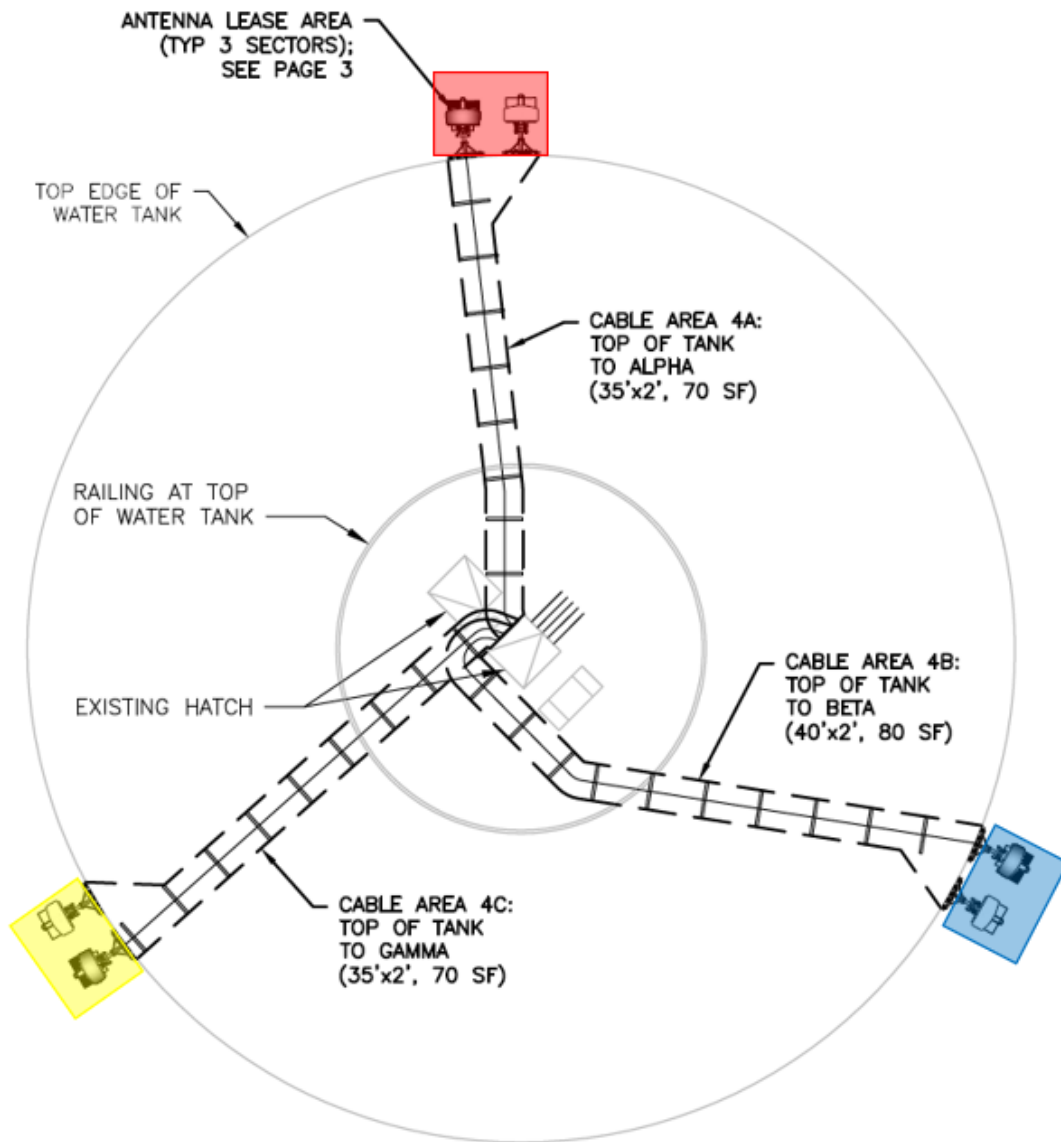
CABLE SPACE	480		
CABLE AREA 1		146	
CABLE AREA 2		32	
CABLE AREA 3		82	
CABLE AREA 4		220	
CABLE AREA 4A			70
CABLE AREA 4B			80
CABLE AREA 4C			70

Antenna Area Side View

ANTENNA AREA	210		
ANTENNA LEASE A		70	
ANTENNA LEASE B		70	
ANTENNA LEASE C		70	



Antenna Area Top View



ANTENNA AREA	210		
ANTENNA LEASE A		70	
ANTENNA LEASE B		70	
ANTENNA LEASE C		70	

Lease Term and Renewal

There was confusion and concerns over the language in subsection 2.2 Term. The previous lease language was convoluted and described an automatically-renewing lease in five-year intervals for a maximum of 25 years with a right to terminate after ten years.

Subsection 2.3 Term has been updated to eliminate the renewal intervals and proposes a 15-year lease agreement unless terminated sooner, renewed or extended in accordance with the agreement.

Rent

There was concern that the proposed rent of \$2,500/month was too low. Other jurisdictions have agreements with Dish for \$3,000/month. Dish originally proposed \$1,500/month due to the smaller service population Stanwood offers compared to other jurisdictions, and city staff negotiated with Dish to \$2,500/month.

Dish was asked if they would be agreeable to paying \$3,000/month. At this time, the lease is still proposing \$2,500/month.

A new subsection 2.4 Development Fee has been added to the revised lease which states that Dish will pay a one-time fee of \$7,500 to cover time and expenses associated with the legal fees and staff time to review and negotiate the lease agreement.

Future Expansion

There was concern that approval of the lease agreement would open the door to uncontrolled future additions either from Dish or from other carriers. The City has control over who they lease space to and any other carriers would have to obtain a new lease agreement from the City. Subsection 3.3 Modifications to Tenant's Equipment has been revised to limit future modifications to those specifically described in subsection 2.1 and 2.2. This revision will allow Dish to phase construction of what is agreed to without allowing further additions without an amendment to the lease agreement.

Dish was asked if they intend to attach antennas that would allow for internet via Wi-Fi connectivity in the future. DISH Wireless owns Boost Mobile which is their main consumer facing brand. The antennas proposed for installation at this time will be offering 5G voice and data service to their customers. The users will be able to browse the web via their smartphone. Depending on the plan and their individual phone's capabilities, the user could set up the phone to act as a "wi-fi hotspot" which then allows nearby devices to connect to the phone's data via wi-fi. DISH has no plans at this time to expand their services as an internet service provider.

Maintenance and Aesthetic

There were questions over maintenance responsibilities if Dish's equipment caused a need for more frequent painting of the water tower. A new subsection 6.3 was added to Section 6. Maintenance and Repair Obligations where Dish has agreed to maintain the tank once every five years removing their equipment and cleaning/repainting the tank at their expense.

Unified Development Code Approach

The City initiated the Municipal Code Update project in 2022 to modernize the code reflecting best practices with respect to content and administration of the code. Due to the sheer size of amending an entire municipal code, work has been broken into manageable pieces with similar titles, or titles that interact with each other being processed together. To date, the following work has been completed or is in progress:

Stanwood Municipal Code Titles	Action
Interim Zoning Regulations Prohibiting Mini-Storage Facilities	Council Approved October 27, 2022
Interim Sign Regulations Signs in the Right of Way	Council Approved January 26, 2023
Title 1 – General Provisions Title 2 – Personnel Title 4 – Administration (New)	Council Approved April 23, 2023 Three Readings
Title 6 – Parks and Public Spaces (New) Title 9 – Public Peace, Morals, and Safety Title 13 – Civil Enforcement	Council Approved June 8, 2023 Three Readings
Noise Ordinance (Title 7)	Council Approved July 13, 2023
Title 3 – Revenue and Finance Title 5 – Business Licenses and Regulations	Pending City Council Action in September / October 2023
Title 10 – Vehicles and Traffic Title 11 – Streets and Sidewalks (New) Title 14 – Buildings and Construction	Approach Memo Due End of August; Committee Review in September
Title 7 – Health and Sanitation Title 8 – Animals	Draft Code Language Due End of September; Committee Review in October 2023
Title 17 & 18 – Unified Development Code	Project Introduction In September
Title 12 – Utilities and Public Services	No Action Yet

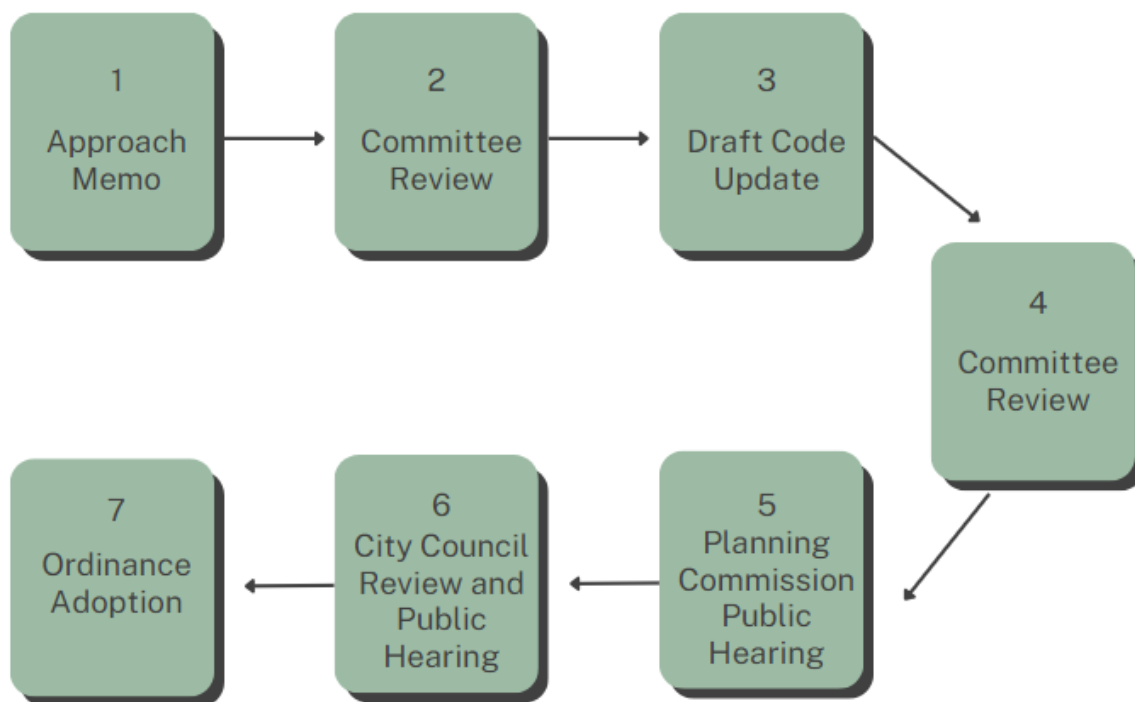
Over the next **two years**, Stanwood City Council, Planning Commission, staff and consultants (BHC) will undertake the arduous task reviewing and adopting a new Title 18 Unified Development Code (UDC). The UDC will draw heavily from Stanwood's existing Zoning and Subdivision titles, but will also include significant updates to

improve clarity, user-friendliness, and consistency with state laws and the comprehensive plan. Below is an outline of the steps in the update process and provides tips for reviewers to help move through the update more smoothly.

Steps in the Update Process

Staff proposes breaking the code into six topics groups that will be taken through the review process in distinct phases (see Table below). Each phase is expected to last 13 – 15 months. Though multiple phases may be underway at the same time, each phase will follow these steps:

1. Staff and consultants prepare a memo outlining an approach to updating the code.
2. The update approach memo is reviewed by Planning Commission, the Code Advisory Group, and the Community Development Committee. Involve the Dept. of Ecology, if needed.
3. Staff and consultants draft updated code, consistent with the update approach memo.
4. The draft code is reviewed by Planning Commission, the Code Advisory Group, and the Community Development Committee. Revisions are made, as needed.
5. Planning Commission hosts a public hearing on a final draft.¹
6. City Council reviews the final draft and seeks any final changes prior to approval.
7. City Council adopts ordinances (see table below).



¹ During this time staff and consultants will undertake SEPA procedures.

As an example, the schedule for **Phase 1 Shorelines** might look something like this:

Topic Groups	2024												2025						
	Jan	Feb	Mar	Apl	May	Jun	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apl	May	Jun	July
1. Shorelines																			
1. Memo and intro																			
2. Comm. Review			Ecol																
3. Code Drafting																			
4. Review								SEPA											
5. Hearings										PC Hearing									
6., 7. Adoption													Council						

The six sequential update phases are shown in the table below. To maximize efficiency and reduce confusion for applicants between existing and new code sections, Council will adopt just four Ordinances – Phases 2 and 3 will be adopted under a single ordinance, as will Phases 4 and 5.

Title 18 Unified Development Code Update Phases

Phase 1 Shorelines	Phase 2 Platting, Lot Creation	Phase 3 General Provisions Procedures, Permit Criteria	Phase 4 Bulk & Use	Phase 5 Design Standards	Phase 6 Environment
Shoreline Master Program and related development regulations.	Subdivisions, preliminary plat, short plats, and binding site plans.	Permit approval and processes, vesting, and application procedures.	Height, building size, use standards.	Building and site design standards, landscaping, parking, sign code	Critical Areas
Ordinance 1	Ordinance 2	Ordinance 3		Ordinance 4	

Tips for Reviewers

Below is some guidance to reviewers to help make the most efficient use of their time and expertise in the review process.

- 1. Consider whether proposed updates achieve the desired Goals and Strategies for the UDC.** An agreed upon set of seven Goals and Strategies will guide the creation of Title 18 UDC. When reviewing proposed updates or draft code, consider whether they help achieve the desired goals and outcomes. Proposed changes outside the agreed upon goals should be discouraged.

2. **Focus on the current phase.** Each of the six review phases are intended to be distinct from each other and to represent a complete process. For Phases 1 and 2, the adopted ordinance will represent the completion of the phase. For phases with a shared adoption ordinance (Phases 3 & 4 and Phases 4 & 6), review and comment on the phase will “pause” after Council review and approval and no further work will be done on those drafts until the combined ordinance is ready for adoption.
3. **Provide broad direction, with some specifics.** Staff and consultants will be preparing many hundreds of pages of code throughout this process. At the start of the process, reviewers should provide goals, desired outcomes, and strategy ideas to staff. When reviewing draft code, focus more on ensuring these strategies have been incorporated into the draft code, and less on specific line edits, word choice, or formatting changes.
4. **Save “out of phase” amendments for later.** Staff recommends reviewers avoid revisiting earlier phases to request additional reworking or skipping ahead to future phases when discussing code amendments. There will be opportunities to address earlier phases or urgent matters through “clean-up” amendments on an annual basis. It’s ok to save ideas for future phases.

Project Goals and Strategies for Title 18

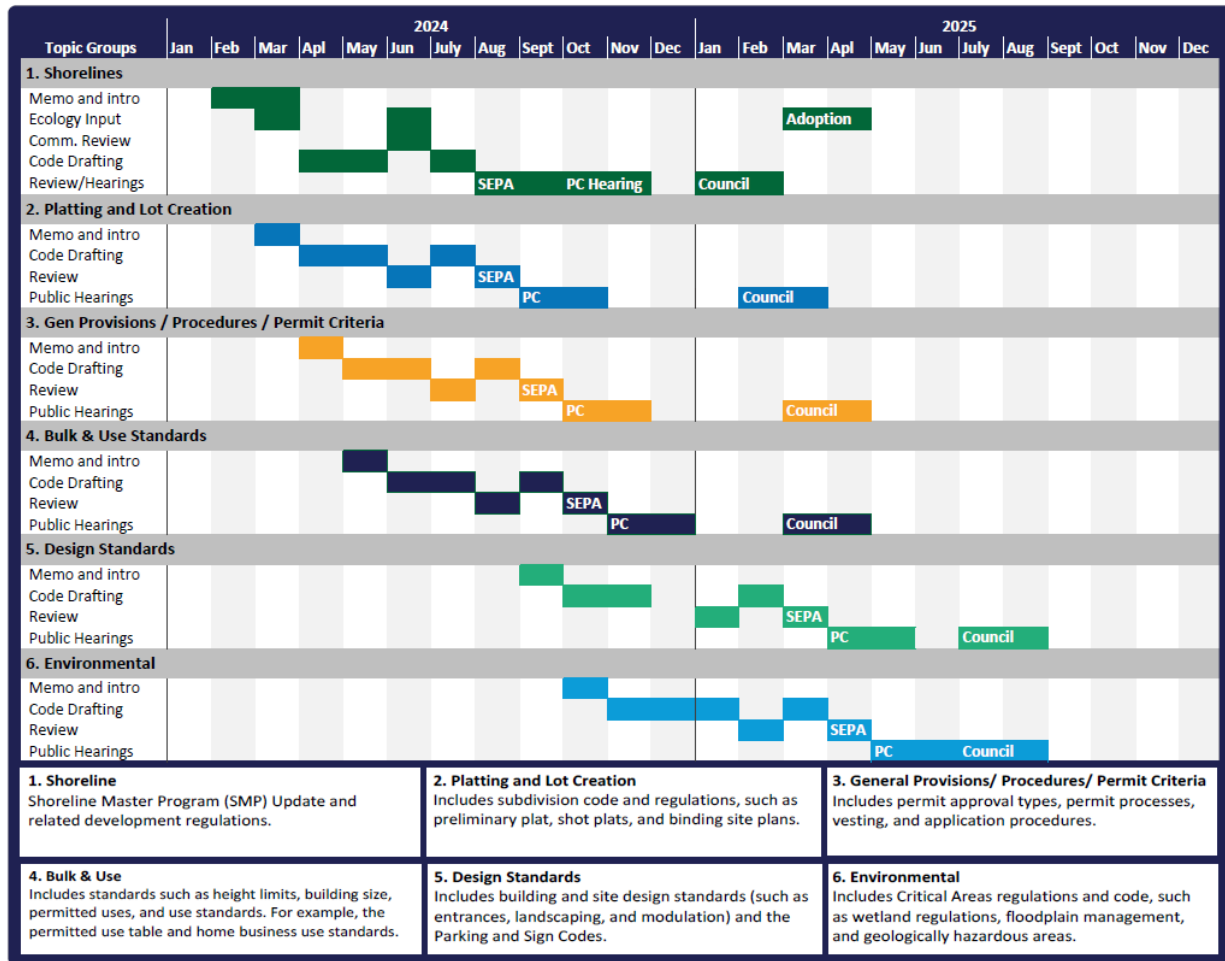
The goals, strategies, and actions items in the attached table were established to provide direction to the Stanwood Title 18 Unified Development Code Update. A checklist, so to speak, for the factors that will be used to evaluate whether the completed project is successful, on track, and consistent with the original objectives. These goals will be revisited over the life of the project and used to maintain focus over the coming months of revisions, drafts, review, and ultimately approval of the update code. The following is a summary of the seven goals and what they entail.

Project Goal:	Action Summary
Goal 1: Comprehensively update and modernize the Zoning Code with respect to content and administration of the code.	• Making the Code user-friendly by simplifying language, and improving format, and organization. • Making the Code consistent with current laws and best practices.
Goal 2: Improve the development review process for applicants and staff.	• Revising permit procedures to address changes in state law for housing permits, including updating submittal checklists to set clear expectations for the applicant. • Updating definitions to establish a clear common language, removing unneeded or confusing terms.
Goal 3: Promote development patterns consistent with the Comprehensive	• Combining similar zones and adding more flexibility in uses, where necessary and

Project Goal:	Action Summary
Plan and the 20-year growth projections.	• Ensuring consistency between zoning and comprehensive plan land use designations. • Updating subdivision rules to be clearer, easier to use, and reflect best practices.
Goal 4: Evaluate and amend the Code to eliminate contradictions and remove barriers to development.	• Encouraging flexibility in design and use locations, such as by allowing variations in development standards and adopting standards for “live-work” units. • Updating or add standards to address specific challenges or issues noted by staff.
Goal 5: Adopt design guidelines and site planning standards to achieve the desired community vision as described in the Comprehensive Plan.	• Updating design standards to foster active public realms and cohesive urban design, and compatibility with historic buildings, but maintaining flexibility in hardship situations. • Streamlining development and design standards to encourage infill development.
Goal 6: Update Shoreline Management Plan (SMP) policies and regulations.	• Updating and moving Shoreline regulations out of the Critical Areas Code and into separate chapter
Goal 7: Consider the best approach to integrate the 2023 state law requirements into the Municipal Code while ensuring consistency with the Comprehensive Plan.	• Using the Comprehensive Plan vision and goals to guide integrating of new state laws

Draft Schedule

Based on the approach described above, the following preliminary schedule has been prepared showing the adoption process for the 6 project phases on the following page.



Note: Full sized copies of these graphics are included in the memo exhibits.

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NONEXCLUSIVE SITE LEASE AGREEMENT

This Site Lease Agreement (the “**Agreement**”) is made and effective as of the date the last Party executes this Agreement (the “**Effective Date**”), by and between City of Stanwood having a place of business at 10220 270th St NW, Stanwood, WA 98292 (“**Landlord**”), and DISH Wireless L.L.C., a Colorado limited liability company having a place of business at 9601 S. Meridian Blvd., Englewood, Colorado 80112 (“**Tenant**,” and together with Landlord, the “**Parties**,” each a “**Party**”).

WITNESSETH:

1. Definitions.

“**Affiliate(s)**” means, with respect to a Party, any person or entity, directly or indirectly, controlling, controlled by, or under common control with such Party, in each case for so long as such control continues. For purposes of this definition, “control” shall mean (i) the ownership, directly or indirectly, or at least fifty percent (50%) of either: (a) the voting rights attached to issued voting shares; or (b) the power to elect fifty percent (50%) of the directors of such entity, or (ii) the ability to direct the actions of the entity. Notwithstanding the preceding, for purposes of this Agreement, EchoStar Corporation and its direct and indirect subsidiaries shall not be deemed to be “Affiliates” of Tenant unless after the Effective Date any such entity qualifies as a direct or indirect subsidiary of DISH Network Corporation.

“**Applicable Law**” means any applicable federal, state or local act, law, statute, ordinance, building code, rule, regulation or permit, or any order, judgment, consent or approval of any Governmental Authority having jurisdiction over the Parties or this Agreement.

“**Governmental Authority**” means any: (i) federal, state, county, municipal, tribal or other local government and any political subdivision thereof having jurisdiction over the Parties or this Agreement; (ii) any court or administrative tribunal exercising proper jurisdiction; or (iii) any other governmental, quasi-governmental, self-regulatory, judicial, public or statutory instrumentality, authority, body, agency, bureau or entity of competent jurisdiction.

“**Installation**” means the installation of Tenant’s Equipment at the Premises.

“**Permitted Modifications**” means adding, replacing, or modifying Tenant’s Equipment within the Premises.

“**Property**” means that certain parcel of real property upon which the Structure is located.

“**Structure**” means that certain structure of which the Premises are a part.

2. Premises, Term, Rent and Contingencies.

2.1 Project Description. The Project shall include the use of City grounds and Water Tank #3 located on a portion of the Premises identified in Section 2.2, as shown on Exhibit A as described below:

- a) Ground Coverage: This lease covers and includes only the land area needed for the Lessee’s equipment cabinets and underground conduit for cables and power as follows:
 - a. 1 -9 x 14 square foot area that includes the equipment cabinets, transformer box and entry enclosure shown as “ground Lease 1”.

- b. 1 – 10 x 10.5 square foot area for the second entry enclosure shown a “Ground Lease 2”.
 - c. A 3’ x 30’ linear underground conduit trench from the equipment boxes to Water Tank #3 shown as “UG Conduit Area 1”.
 - d. A 5’ x 150’ underground utility conduit from the existing on-site power box to the Lessee’s utility cabinets shown as “UG Conduit Area 2”.
- b) Water Tank #3: Use of the water tank by the Lessee shall be limited to the following:
- a. Cables and anchors along the exterior of the concrete shaft of the water tank shown as “Cable Area 1”.
 - b. Interior cables and anchors along the interior walls and access shaft of the water tank shown as “Cable Area 2” and “Cable Area 3”.
 - c. Up to six (6) antennas installed in two (2) phases over 10-years. Antennas shall be located in three (3) equal distant sectors with two (2) antennas per sector shown as “Antenna Lease Area”. Antennas will be affixed to tank with magnetic mounts.
 - d. Three (3) cables with associated magnetic anchors along the top of the water tank shown as “Cable Area 4A”, “Cable Area 4B”, and “Cable Area 4C”.

All areas described above are shown on Exhibit A and consist of the full area included in the lease. Any changes to the leased area require an amendment the lease agreement and shall be subject to approval by the City.

2.2 Premises. Landlord is the owner of the Property located at 7620 278TH PL NW, Stanwood, WA 98292, as more particularly described in Exhibit B. Landlord leases to Tenant all areas denoted in Section 2.1, Project Description, for the use and operation of its facilities as such are initially described or shown in Exhibit A, collectively referred to as the “**Premises**”. Landlord also grants to Tenant: (a) the right to obtain electrical service and/or fiber service from utility providers using previously installed infrastructure located at the Property to support Tenant’s Installation; and (b) any easements on, over, under, and across the Property for utilities, fiber and access to the Premises, including, but not limited to, the utility easement identified in Exhibit B. Landlord agrees that providers of utility or fiber services may use such easement(s) and/or available conduit(s) for the installation of any equipment necessary to provide utility or fiber service. If the existing utility or fiber sources located within the Premises or on the Property are insufficient for Tenant’s Permitted Use, Landlord agrees to grant Tenant and/or the applicable third party utility or fiber provider the right, at Tenant’s sole cost and expense, to install such utilities or fiber on, over and/or under the Property as is necessary for Tenant’s Permitted Use; provided that Landlord and Tenant shall mutually agree on the location of such installation(s). However, if, despite the Parties’ good faith efforts, no agreement can be made as to such location, Landlord shall not be determined to be in breach of this Agreement and shall not be liable for any of Tenant’s (or Tenant’s affiliates, employees, officers, agents or lenders) costs, expenses, or damages of any kind, and Tenant shall have the right to terminate this Agreement by written notice to Landlord.

2.3 Term. This Agreement shall be effective as of the Effective Date. The initial term of this Agreement (the “**Initial Term**”) will commence on the first (1st) day of the month following the commencement of Tenant’s Installation (the “**Commencement Date**”) and will expire on the last day of the month that is one hundred eighty (180) months after the Commencement Date unless terminated sooner, renewed or extended in accordance with this Agreement. The Parties agree that, *subject to the Contingencies*, this Agreement constitutes a binding and valid obligation on each Party and that each Party has vested rights in this Agreement as of the Effective Date.

2.4 Development Fee. The Lessee agrees to pay the Lessor a one-time payment of \$7,500.00 for time and expenses associated with the legal fees and staff time to review and negotiate this lease agreement. Payment shall be made to the City within sixty (60) days after the Commencement Date.

2.5 Rent. Beginning on the Commencement Date and continuing through the term of this Agreement, Tenant shall pay Landlord rent for the Premises ("**Rent**") in the amount of TWO THOUSAND FIVE HUNDRED and 00/100 Dollars (\$2,500.00) per month, plus any leasehold excise tax due. The first Rent payment shall be made within sixty (60) business days of the Commencement Date, with subsequent rent payable by the fifth day of each month. Rent shall be automatically increased on January 1 of each year by 3%. All payments for any fractional month shall be prorated based upon the number of days during such month that the payment obligation was in force ("**Payment Terms**"). Tenant shall require receipt of a validly completed IRS approved W-9 form (or its equivalent) prior to paying any Rent or any other amount(s) due under this Agreement.

2.6 Contingencies. The Parties acknowledge and agree that Tenant's ability to lawfully use the Premises is contingent upon Tenant obtaining all certificates, permits, approvals and other authorizations that may be required by any Governmental Authority in accordance with Applicable Law (collectively, the "**Governmental Approvals**"). Tenant will endeavor to obtain all such Governmental Approvals promptly. Landlord hereby authorizes Tenant, at Tenant's sole cost and expense, to file and submit for Governmental Approvals. Landlord shall: (a) cooperate with Tenant in Tenant's efforts to obtain such Governmental Approvals; (b) execute and deliver all documents necessary to obtain and maintain the Government Approvals; and (c) not take any action that would adversely affect Tenant's ability to obtain and/or maintain the Governmental Approvals. ~~If:~~ (i) any application for Governmental Approvals is rejected, conditioned, materially delayed or otherwise not approved for any or no reason; or (ii) Tenant determines, in Tenant's sole and absolute discretion, that such Governmental Approvals cannot be obtained in a timely and commercially reasonable manner (clauses (i) and (ii) collectively, the "**Contingencies**"), then, Tenant shall have the right in its sole and absolute discretion to terminate this Agreement immediately upon Notice to Landlord, without penalty or further obligation to Landlord (or Landlord's affiliates, employees, officers, agents or lenders). If, following the Commencement Date, and through no fault of Tenant, any Governmental Approval issued to Tenant is canceled, expires, lapses or is otherwise withdrawn or terminated by the applicable Governmental Authority, then Tenant shall have the right in its sole and absolute discretion to terminate this Agreement upon ninety (90) days' Notice to Landlord without penalty or further obligation to Landlord (or Landlord's affiliates, employees, officers, agents or lenders). If this Agreement is terminated, this Agreement shall be of no further force or effect (except as set forth to the contrary herein).

3. Use, Design, Access and Modifications to Tenant's Equipment.

3.1 Tenant's Permitted Use. Landlord agrees that Tenant may use the Premises as described in Section 2.1 and 2.2, for the purpose of the installation, operation, maintenance and management of a telecommunications facility (including, without limitation, equipment designed to transmit and receive radio frequency signals) (collectively, "**Tenant's Equipment**"), which shall include the right to replace, repair, add, or otherwise modify any or all of Tenant's Equipment and the frequencies over which Tenant's Equipment operates ("**Tenant's Permitted Use**"). Landlord acknowledges and agrees that if radio frequency signage and/or barricades are required by Applicable Law, Tenant shall have the right to install the same on the Property at Tenant's sole expense and upon receipt of Landlord's written approval which shall not be unreasonably withheld.

3.2 Access. Commencing on the Effective Date and continuing throughout the Term, Tenant, its employees, agents and contractors shall have access to the Premises at such days and times as mutually agreed upon by the parties and at no additional cost or expense to Tenant. The Structure and Premises are part of the City's water system. Unrestricted access is infeasible. In the event that Tenant requires emergency access during

non-business hours, Tenant shall be responsible for any overtime incurred by the City in making staff available to accommodate Tenant needs.

3.3 Modifications to Tenant's Equipment. After Tenant's initial Installation, Tenant may make Permitted Modifications, including those which allow Tenant to: (i) modify or add additional technologies; and (ii) modify or add equipment within the Premises; in either case, without incurring any increase in the then-current Rent, or other modification of the terms and conditions set forth in this Agreement. For any modification or addition, Tenant shall seek Landlord's approval of Tenant's installation plans and specifications prior to commencing any such addition or modification; provided, however, that Landlord shall be deemed to have approved such request if Landlord fails to respond in writing to Tenant within 30 days of such request. This section only applies to facilities described in Section 2.1 and 2.2. No expansion in the number of antennas or other equipment is allowed under this section without an approved amendment to this lease agreement by the City.

3.4 Structure Unfit For Tenant's Permitted Use. In the event that all or a substantial portion of the Structure is destroyed, damaged or otherwise unfit for Tenant's occupancy in accordance with the Tenant's Permitted Use (as determined by Tenant in its reasonable discretion) and the Structure cannot be restored, or rebuilt, by Landlord within sixty (60) days to a condition which is fit for Tenant's occupancy in accordance with the Tenant's Permitted Use (as determined by Tenant in its reasonable discretion), then Tenant may elect to immediately terminate this Agreement by written Notice to Landlord without penalty or further obligation to Landlord, its employees, officers, agents or lenders. Landlord shall inform Tenant whether Landlord intends to rebuild, repair or replace the Structure as soon as possible under the circumstances. In the event Tenant does not elect to terminate this Agreement and Landlord elects to restore or repair the Structure, and if such restoration or repair cannot reasonably be undertaken without moving Tenant's Equipment, then Tenant may remove Tenant's Equipment from the Structure, thereafter replacing Tenant's Equipment on the Structure as soon as reasonably possible if commercially reasonable under the circumstances. Tenant shall be entitled to deploy and use a mobile structure, temporary power solution or other interim cell siting arrangement in a location mutually agreed upon by the Parties in good faith provided that a temporary location is reasonably available (with no abatement of Rent) until such time that the affected facility is replaced or otherwise restored to a condition fit for Tenant's occupancy in accordance with the Tenant's Permitted Use (as determined by Tenant in its reasonable discretion).

3.5 Design. Tenant shall comply with any and all design and concealment requirements put in place by the City as of the Effective Date, including but not limited to the requirement that the equipment placed on the Structure and Premises blend in with its surroundings.

4. Utilities, Liens and Taxes.

4.1 Utilities. Tenant may not use or make modifications to the Premises' electrical system; provided, however that Tenant shall have the right to draw power from the existing SNOPUD mounted transformer to the Premises. Pursuant to Section 2.1, Tenant may obtain service from any utility provider serving, or capable of serving, the Premises at Tenant's sole expense and subject to the prior approval of Landlord, which shall not be unreasonably withheld, conditioned or delayed.

4.2 Liens. Tenant will use commercially reasonable efforts to prevent any lien from attaching to the Structure or any part thereof. If any lien is filed purporting to be for labor or material furnished or to be furnished at the request of Tenant, then Tenant shall do all acts necessary to discharge such lien by payment, satisfaction or posting of bond within ninety (90) days of receipt of Notice of the same from Landlord; provided, that Tenant may contest any such lien if Tenant provides Landlord with cash or a letter of credit in the amount of said lien as

security for its payment within such ninety (90) day period, and thereafter diligently contests such lien. In the event Tenant fails to deposit the aforementioned security with Landlord and fails to pay any lien claim after entry of final judgment in favor of the claimant, then Landlord shall have the right to expend all sums reasonably necessary to discharge the lien claim. Tenant shall be liable to Landlord for any and all costs incurred in discharging a lien claim.

4.3 Taxes. Landlord shall pay all taxes that accrue against the Structure during the Term. If any such tax or excise is levied or assessed directly against Tenant, then Tenant shall be responsible for and shall pay the taxing authority. Tenant shall be liable for all taxes against Tenant's personal property or Tenant's fixtures placed in the Premises, whether levied or assessed against Landlord or Tenant. Landlord shall reasonably cooperate with Tenant, at Tenant's expense, in any appeal or challenge to Taxes. If, as a result of any appeal or challenge by Tenant, there is a reduction, credit or repayment received by Landlord for any Taxes previously paid by Tenant, Landlord agrees to promptly reimburse to Tenant the amount of said reduction, credit or repayment.

5. Interference and Relocation of Tenant's Equipment.

5.1 Interference. Tenant agrees to use commercially reasonable efforts to ensure that Tenant's Equipment does not cause measurable Interference (as defined below) with any equipment installed at the Structure as of the Effective Date. Following the Effective Date, Landlord agrees not to install or to permit others to install any structure or equipment which could block or otherwise interfere with any transmission or reception by Tenant's Equipment ("**Interference**"). Notwithstanding the foregoing, in the event Landlord determines that it is necessary to install equipment to serve the City's water system that may interfere with Tenant's equipment, then Landlord shall deliver at least 90 days prior written notice to Tenant and the parties shall cooperate in good faith to determine a suitable relocation premises for Tenant's equipment. If Interference continues for a period more than forty-eight (48) hours following a Party's receipt of notification thereof, Landlord shall use commercially reasonable efforts to cause any interfering party to cease operating, and/or relocate, the source of Interference, or to reduce the power sufficiently to minimize the Interference until such Interference can be remedied.

5.2 Relocation of Tenant's Equipment. Following Tenant's receipt of a written Notice from Landlord, Tenant agrees to temporarily relocate its equipment to a mutually agreed upon location on the Property (a "**Temporary Location**") to facilitate Landlord's performance of maintenance, repair or similar work at the Property or in or on the Structure, provided that: (a) Tenant pays all costs incurred by Tenant for relocating Tenant's Equipment to the Temporary Location as well as back to the original location one (1) time every five (5) years and Landlord will pay all costs if relocation is required by Landlord more than one (1) time every five (5) years; (b) Landlord gives Tenant at least six (6) months prior written Notice (except in the case of a bona fide emergency which is reasonably likely to result in damage or injury to persons, the Structure or the Property (an "**Emergency**")), in which event Landlord will provide the greatest amount of notice possible under the circumstances; and (c) except for an Emergency Tenant shall not be required to relocate its equipment to a Temporary Location more than one (1) time within any five (5) year period. If Tenant's use of the Temporary Location requires Tenant to undergo re-zoning or re-permitting, Landlord shall not require Tenant to relocate Tenant's Equipment, absent an Emergency, until Tenant's receipt of all Governmental Approvals applicable to Tenant's use of the Temporary Location.

6. Maintenance and Repair Obligations.

6.1 Landlord Maintenance of the Structure. Landlord represents and warrants that: (i) its operation of the Structure and Property (exclusive of Tenant's Equipment), including, without limitation, any required or advisable lighting systems, currently complies with, and will be maintained throughout the Term of this Agreement in accordance with, all Applicable Laws. Landlord shall at all times throughout the Term maintain, at

its sole cost and expense, the Structure and the Property, including, without limitation, the lighting systems, transmission lines, equipment and building(s) in good operating condition. In no event shall Landlord access, power down, move, modify or otherwise alter Tenant's Equipment without Tenant's prior written consent.

6.2 Tenant Maintenance of Tenant's Equipment. Tenant assumes sole responsibility for the maintenance, repair and/or replacement of Tenant's Equipment, except as set forth in Section 6.1. Tenant agrees to perform all maintenance, repair or replacement of Tenant's Equipment ("**Tenant Maintenance**") in accordance with Applicable Law, and in a good and workmanlike manner. Tenant shall not be permitted to conduct Tenant Maintenance in a manner that would increase the size of the Leased Premises.

6.3 Aesthetic Appearance. Tenant further agrees to repaint or refurbish the equipment every 5 years (but no more than 3 times during the Initial Term), if required by the City, to ensure that the equipment maintains the same aesthetic quality as when originally installed. All equipment visible to the public must be maintained to ensure that the paint color matches that of the water tank, chipping or peeling paint is replaced, and dirt, grime and / or water stains are removed.

7. Surrender and Hold Over.

7.1 Surrender. Except as set forth to the contrary herein, within ninety (90) days following the expiration or termination of this Agreement (the "**Equipment Removal Period**"), in accordance with the terms of this Agreement, Tenant will surrender the Premises to Landlord in a condition similar to that which existed immediately prior to Tenant's Installation together with any additions alteration and improvements to the Premises, in either case, normal wear and tear excepted. The Parties acknowledge and agree that Rent will **continue to** accrue during the Equipment Removal Period. Tenant shall have the right to access the Premises or remove any or all of Tenant's Equipment from the Premises at any time during the Term or the Equipment Removal Period.

8. Default, Remedies and Termination.

8.1 Default. If any of the following events occur during the Term (each a "Default"), then the non-Defaulting Party may elect one or more of the remedies set forth below in this Section 8 or seek any other remedy available: (a) Tenant's failure to make any payment required by this Agreement within thirty (30) days after receipt of written Notice from the Landlord of such failure to pay; (b) failure by either Party to observe or perform any provision of this Agreement where such failure: (1) continues for a period of thirty (30) days after written Notice thereof from the non-Defaulting Party and the Defaulting Party has failed to cure or commenced the cure of such Default; and/or (2) based upon Tenant's reasonable determination, materially affects Tenant's ability to transmit or receive wireless communications signals to or from the Premises; (c) either Party files a petition in bankruptcy or insolvency or for reorganization or arrangement under the bankruptcy laws or under any insolvency act of any state, or admits the material allegations of any such petition by answer or otherwise, or is dissolved or makes an assignment for the benefit of creditors; and/or (d) involuntary proceedings under any such bankruptcy law or insolvency act or for the dissolution of either Party are instituted against either Party, or a receiver or trustee is appointed for all or substantially all of the property of either Party, and such proceeding is not dismissed, or such receivership or trusteeship vacated within sixty (60) days after such institution or appointment.

8.2 Remedies. Upon the occurrence of any uncured Default, the non-Defaulting Party may thereafter terminate this Agreement immediately upon written Notice to the other Party without prejudice to any other remedies the non-Defaulting Party may have at law or in equity.

8.3 Termination. Tenant shall have the right to terminate this Agreement without further liability upon thirty (30) days prior written Notice to Landlord due to any one or more of the following: (i) changes in Applicable Law which prohibit or adversely affect Tenant's ability to operate Tenant's Equipment at the Premises; (ii) Tenant, in its sole discretion, determines that Tenant's Permitted Use of the Premises is obsolete or unnecessary; (iii) Landlord or a third party installs any structure, equipment, or other item which blocks, hinders, limits, or prevents Tenant from being able to use the Tenant Equipment for Tenant's Permitted Use.

9. Indemnification.

9.1 Tenant's Indemnity. Tenant shall defend, indemnify, and hold harmless the Landlord, its officers, officials, employees and volunteers from and against any and all claims, suits, actions, or liabilities for injury or death of any person, or for loss or damage to property, which arises out of Tenant's use of Premises, or from the conduct of Tenant's business, or from any activity, work or thing done, permitted, or suffered by Tenant in or about the Premises, except to the extent that such claim, suit, action, liability, injury, death, loss or damage shall have been occasioned by the breach, negligence or misconduct of the Landlord or its officers, directors, shareholders, employees, contractors, agents, representatives, or invitees. This waiver has been mutually negotiated and agreed to by the Tenant and Landlord. The provisions of this section shall survive the expiration or termination of this Lease.

9.2 Landlord's Indemnity. Except to the extent prohibited by law or sovereign immunity or caused by the breach of this Agreement by Tenant or the acts or omissions of Tenant or Tenant's Representatives, Landlord shall defend, indemnify and hold Tenant, its officers, directors, shareholders, employees, agents and representatives harmless from and against any and all Claims arising directly or indirectly out of: (i) a breach of any representation, warranty or covenant of Landlord contained or incorporated in this Agreement; and/or (ii) the generation, possession, use, storage, presence, release, spill, treatment, transportation, manufacture, refinement, handling, production and/or disposal of Hazardous Substances in, on, about, adjacent to, under or near the Premises, the Structure and/or the Property, and/or any contamination of the Premises, the Structure and/or the Property by any Hazardous Substance, but only to the extent not caused by Tenant or Tenant's Representatives.

9.3 Indemnification Procedure. The Party seeking indemnification (the "**Indemnified Party**") shall promptly send Notice to the Party from whom indemnification is being sought (the "**Indemnifying Party**") of the claim or suit for which indemnification is sought. The Indemnified Party shall not make any admission as to liability or agree to any settlement of or compromise any claim without the prior written consent of the Indemnifying Party. The Indemnified Party shall, at the Indemnifying Party request and expense, give the Indemnifying Party all reasonable assistance in connection with those negotiations and litigation.

10. Insurance.

10.1 Tenant Obligations.

A. Insurance Term

The Tenant shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the Tenant's operation and use of the leased Premises.

B. No Limitation

The Tenant's maintenance of insurance as required by the agreement shall not be construed to limit the liability of the Tenant to the coverage provided by such insurance, or otherwise limit the Landlord's recourse to any remedy available at law or in equity.

C. Minimum Scope of Insurance

The Tenant shall obtain insurance of the types and coverage described below:

1. Commercial General Liability insurance shall be at least as broad as Insurance Services Office (ISO) occurrence form CG 00 01 and shall cover premises and contractual liability. The Landlord shall be named as additional insured on Tenant's Commercial General Liability insurance policy using ISO Additional Insured-Managers or Lessors of Premises Form CG 20 11 or a substitute endorsement providing at least as broad coverage.
2. Property insurance shall be written on an all risk basis.

D. Minimum Amounts of Insurance

The Tenant shall maintain the following insurance limits:

1. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate.
2. Property insurance shall be written covering the full value of Tenant's property and improvements with no coinsurance provisions.

E. Other Insurance Provisions

The Tenant's Commercial General Liability insurance policy or policies are to contain, or be endorsed to contain that they shall be primary insurance as respect the Landlord. Any insurance, self-insurance, or self-insured pool coverage maintained by the Landlord shall be excess of the Tenant's insurance and shall not contribute with it.

F. Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best rating of not less than A- VII.

G. Verification of Coverage

The Tenant shall furnish the Landlord with certificates evidencing the insurance requirements of the Tenant.

H. Waiver of Subrogation

Tenant and Landlord hereby release and discharge each other from all claims, losses and liabilities arising from or caused by any hazard covered by property insurance on or in connection with the Premises or the Property and hereby waive any right of subrogation that may exist. This release shall apply only to the extent that such claim, loss or liability is covered by insurance.

I. Landlord's Property Insurance

Landlord shall retain its WCIA (or other similar risk pool) coverage for Property and improvements located thereon for full replacement value without any coinsurance provisions.

J. Notice of Cancellation

The Tenant shall provide the Landlord with written notice of any policy cancellation within two business days of their receipt of such notice.

K. Failure to Maintain Insurance

Failure on the part of the Tenant to maintain the insurance as required shall constitute a material breach of lease, upon which the Landlord may, after giving thirty business days notice to the Tenant to correct the breach, terminate the Lease or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the Landlord on demand.

L. Intentionally omitted.

M. Intentionally omitted.

N. Landlord Full Availability of Tenant Limits

If the Tenant maintains higher insurance limits than the minimums shown above, the Landlord shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the Tenant, irrespective of whether such limits maintained by the Tenant are greater than those required by this contract or whether any certificate of insurance furnished to the Landlord evidences limits of liability lower than those maintained by the Tenant.

11. Representations and Warranties.

11.1 Representations and Warranties. Landlord represents, warrants and covenants that: (a) Landlord has the right and authority to execute and perform this Agreement; (b) there are no liens, judgments or other title matters materially and adversely affecting Landlord's title to the Property; (c) there are no covenants, easements or restrictions that prevent the use of the Premises for Tenant's Permitted Use; (d)[intentionally omitted]; (e) to the extent required by law, Landlord will comply with all federal, state, and local laws in connection with any substances brought on to the Property and/or Structure that are identified as toxic or hazardous by any Applicable Law, ordinance or regulation ("Hazardous Substance"); and (f) Tenant's use and quiet enjoyment of the Premises shall not be disturbed provided that Tenant is not in default under this Agreement beyond any applicable notice and cure period. Landlord is responsible for any loss or damage, including remediation, with respect to Hazardous Substances as per Applicable Law. Landlord understands and agrees that notwithstanding anything contained in this Agreement to the contrary, in no event shall Tenant have any liability whatsoever with respect to any Hazardous Substance that was on, about, adjacent to, under or near the Structure prior to the Effective Date, or that was generated, possessed, used, stored, released, spilled, treated, transported, manufactured, refined, handled, produced or disposed of on, about, adjacent to, under or near the Property and/or Structure by: (1) {01550367;v2}Site Number: SESEA00060B Stanwood

Landlord, its agents, employees, contractors or invitees; or (2) any third party who is not an employee, agent, contractor or invitee of Tenant.

12. Miscellaneous.

12.1 Assignment. Neither Party may assign or otherwise transfer any of its rights or obligations under this Agreement to any third party without the prior written approval of the other Party, which consent shall not be unreasonably withheld, conditioned, or delayed. Notwithstanding the foregoing, either Party may assign or transfer some or all of its rights and/or obligations under the Agreement to: (i) an Affiliate; (ii) a successor entity to its business, whether by merger, consolidation, reorganization, or by sale of all or substantially all of its assets or stock; (iii) any entity in which a Party or its Affiliates have any direct or indirect equity investment; and/or (iv) any other entity directly or indirectly controlling, controlled by or under common control with any of the foregoing, and in each case, such assignment, transfer or other such transaction shall not be considered an assignment under this Section 12.1 requiring consent and the non-assigning Party shall have no right to delay, alter or impede such assignment or transfer.

12.2 Rights Upon Sale of Property or Structure. Should Landlord, at any time during the Term, sell or transfer all or any part of the Property or the Structure to a purchaser other than Tenant, such transfer shall be subject to this Agreement and Landlord shall require any such purchaser or transferee to recognize Tenant's rights under the terms of this Agreement in a written instrument signed by Landlord and the third party transferee. If Landlord completes any such transfer without executing such a written instrument, then Landlord shall not be released from its obligations to Tenant under this Agreement, and Tenant shall have the right to look to Landlord and the third party for the full performance of this Agreement.

12.3 Subordination and Non-Disturbance. This Agreement shall be subordinate to any mortgage, deed of trust, or other security agreement (each a "**Mortgage**") by Landlord which, from time to time, may encumber all or part of the Property; provided, however, the lender under every such Mortgage shall, in the event of a foreclosure of Landlord's interest, recognize the validity of this Agreement and Tenant's right to remain in occupancy of and have access to the Premises, as long as no Default by Tenant exists under this Agreement. If the Property is encumbered by a Mortgage, then Landlord shall, promptly following Tenant's request, obtain and furnish to Tenant a non-disturbance agreement, in recordable form, for each such Mortgage.

12.4 Condemnation. If all or any portion of the Premises is condemned, taken by a Governmental Authority or otherwise appropriated by the exercise of the right of eminent domain or a deed or conveyance in lieu of eminent domain (each, a "**Taking**"), either Party hereto shall have the right to terminate this Agreement immediately upon Notice to the other Party. If either Party elects to terminate this Agreement, the Rent set forth herein shall be abated, and Tenant's liability therefor will cease as of the date of such Taking, this Agreement shall terminate as of such date, and any prepaid rent shall be returned to Tenant. If this Agreement is not terminated as herein provided, then it shall continue in full force and effect, and Landlord shall, within a reasonable time after possession is physically taken by the condemning authority restore the remaining portion of the Premises to render it reasonably suitable for the uses permitted by this Agreement and the Rent shall be proportionately and equitably reduced. Notwithstanding the foregoing, Landlord shall not be obligated to expend an amount greater than the proceeds received from the condemning authority less all expenses reasonably incurred in connection therewith (including attorneys' fees) for the restoration. All compensation awarded in connection with a Taking shall be the property of Landlord, provided that if allowed under Applicable Law, Tenant may apply for and keep as its property a separate award for (i) the value of Tenant's leasehold interest; (ii) the value of Tenant's Equipment or other personal property of Tenant; (iii) Tenant's relocation expenses; and (iv) damages to Tenant's business incurred as a result of such Taking.

12.5 Recording. If requested by Tenant, Landlord and Tenant agree to execute a Memorandum of Lease that Tenant may record at Tenant's sole cost and expense. The date set forth in the Memorandum of Lease is for recording purposes only, and bears no reference to commencement of the Term or rent payments of any kind.

12.6 Force Majeure. Notwithstanding anything to the contrary in this Agreement, neither Party shall be liable to the other Party for nonperformance or delay in performance of any of its obligations under this Agreement due to causes beyond its reasonable control, including, without limitation, strikes, lockouts, pandemics, labor troubles, acts of God, accidents, technical failure governmental restrictions, insurrections, riots, enemy act, war, civil commotion, fire, explosion, flood, windstorm, earthquake, natural disaster or other casualty ("**Force Majeure**"). Upon the occurrence of a Force Majeure condition, the affected Party shall immediately notify the other Party with as much detail as possible and shall promptly inform the other Party of any further developments. Immediately after the Force Majeure event is removed or abates, the affected Party shall perform such obligations with all due speed. Neither Party shall be deemed in default of this Agreement to the extent that a delay or other breach is due to or related to a Force Majeure event. A proportion of the Rent herein reserved, according to the extent that such Force Majeure event shall interfere with the full enjoyment and use of the Premises, shall be suspended and abated from the date of commencement of such Force Majeure event until the date that such Force Majeure event subsides. If the Structure is substantially damaged or destroyed and Landlord does not intend to repair or reconstruct the Structure or a similar structure on the Property then Landlord shall have the right to terminate the Lease with not less than sixty (60) days prior written notice to Tenant.

12.7 Successors and Assigns. The respective rights and obligations provided in this Agreement shall bind and shall continue to apply for the benefit of the Parties hereto, their legal representative, heirs, successors and permitted assigns. No rights however, shall continue to apply for the benefit of any assignee, unless such assignment was made in accordance with Section 12.1 of this Agreement.

12.8 Governing Law and Construction. This Agreement shall be construed, governed and enforced in accordance with the laws of the state Washington in which the Premises is located. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. The venue for any action to enforce or interpret this Contract shall lie in the Superior Court of Washington for Snohomish County, Washington. The section and paragraph headings contained in this Agreement are solely for reference purposes, and shall not affect in any way the meaning or interpretation of this Agreement.

12.9 Severability. Each provision of this Agreement shall be construed as separable and divisible from every other provision and the enforceability of any one provision shall not limit the enforceability, in whole or in part, of any other provision. If a court or administrative body of competent jurisdiction holds any provision of this Agreement to be invalid, illegal, void or less than fully enforceable as to time, scope or otherwise, such provision shall be construed by limiting and reducing it so that such provision is valid, legal and fully enforceable while preserving to the greatest extent permissible the original intent of the parties; the remaining terms and conditions of this Agreement shall not be affected by such alteration, and shall remain in full force and effect.

12.10 Waiver; Remedies. It is agreed that, except as expressly set forth in this Agreement, the rights and remedies herein provided in case of Default or breach by either Landlord or Tenant are cumulative and shall not affect in any manner any other remedies that the non-breaching Party may have by reason of such default or breach. The exercise of any right or remedy herein provided shall be without prejudice to the right to exercise any other right or remedy provided herein, at law, in equity or otherwise. In addition to, and not in limitation of, the preceding, the Parties acknowledge and agree that there will not be an adequate remedy at law for noncompliance with the provisions of Section 5, and therefore either Party shall have the right to equitable remedies, including, without limitation, injunctive relief and specific performance.

12.11 **Notice.** All notices or requests that are required or permitted to be given pursuant to this Agreement must be given in writing by certified US mail (postage pre-paid) with return receipt requested or by courier service (charges prepaid), or solely in the case of notice to Landlord by email, to the party to be notified, addressed to such party at the address(es) or email address(es) set forth below, or such other address(es), email address(es) or fax number(s) as such Party may have substituted by written notice (given in accordance with this Section 12.12) to the other Party ("**Notice**"). The sending of such Notice to the proper email address (in the case of email transmission) or the receipt of such Notice (in the case of delivery by first-class certified mail or by courier service) will constitute the giving thereof.

If to be given to Landlord:

City of Stanwood
Attn: City Administrator

If by courier service:

10220 270th St NW
Stanwood, WA 98292

If by first-class certified mail:

10220 270th St NW
Stanwood, WA 98292

If to be given to Tenant:

DISH Wireless L.L.C.
Attn: Lease Administration
5701 South Santa Fe Blvd.
Littleton, Colorado 80120

12.13 **Entire Agreement.** This Agreement sets forth the entire, final and complete understanding between the Parties hereto regarding the subject matter of this Agreement, and it supersedes and replaces all previous understandings or agreements, written, oral, or implied, regarding the subject matter of this Agreement made or existing before the date of this Agreement. Except as expressly provided by this Agreement, no waiver or modification of any of the terms or conditions of this Agreement shall be effective unless in writing and signed by both Parties. Any provision of this Agreement that logically would be expected to survive termination or expiration, shall survive for a reasonable time period under the circumstances, whether or not specifically provided in this Agreement.

12.14 **Compliance with Law.** Each Party shall, with respect to its actions and/or inactions pursuant to and in connection with this Agreement, comply with all applicable statutes, laws, rules, ordinances, codes and governmental or quasi-governmental orders or regulations (in each case, whether federal, state, local or otherwise) and all amendments thereto, now enacted or hereafter promulgated and in force during the term of this Agreement, a Renewal Term or any extension of either of the foregoing.

12.15 **Counterparts.** This Agreement may be executed in any number of identical counterparts and, if so executed, shall constitute one agreement, binding on all the Parties hereto, notwithstanding that all the Parties are not signatories to the original or the same counterpart. Execution of this Agreement by facsimile or electronic signature shall be effective to create a binding agreement and, if requested, Landlord and Tenant agree to exchange original signed counterparts in their possession.

12.16 **Attorneys' Fees.** If an action is brought by either Party for breach of any covenant and/or to enforce or interpret any provision of this Agreement, the prevailing Party shall be entitled to recover its costs, expenses and reasonable attorneys' fees, both at trial and on appeal, in addition to all other sums allowed by law.

12.17 Incorporation of Exhibits. All exhibits referenced herein and attached hereto are hereby incorporated herein in their entirety by this reference.

[Remainder of page intentionally left blank. Signature page follows.]

IN WITNESS WHEREOF, the Parties have caused their duly authorized representatives to execute this Agreement as of the Effective Date.

LANDLORD:

City of Stanwood

By: _____

Name: Sid Robert

Its: Mayor

Date: _____

TENANT:

DISH WIRELESS L.L.C.

By: _____

Name: _____

Its: _____

Date: _____

LANDLORD'S ACKNOWLEDGMENT

STATE OF _____

COUNTY OF _____

On this _____ day of _____, 20____, before me, the undersigned a Notary Public in and for the county and state aforesaid, personally appeared _____(person/company) to me known to be the identical person who executed the within and foregoing instrument as its _____(title), and acknowledged to me that he executed the same as his free and voluntary act and deed, and as the free and voluntary act and deed of said _____(company), for the uses and purposes therein set forth.

Given under my hand and seal the day and year last above written.

Notary Public

My Commission Expires: _____

Commission No: _____

DISH'S ACKNOWLEDGMENT

STATE OF _____

COUNTY OF _____

On this _____ day of _____, 20____, before me, the undersigned a Notary Public in and for the county and state aforesaid, personally appeared _____ of DISH Wireless L.L.C. to me known to be the identical person who executed the within and foregoing instrument as its _____(title), and acknowledged to me that he executed the same as his free and voluntary act and deed, and as the free and voluntary act and deed of said DISH Purchasing Corporation, for the uses and purposes therein set forth.

Given under my hand and seal the day and year last above written.

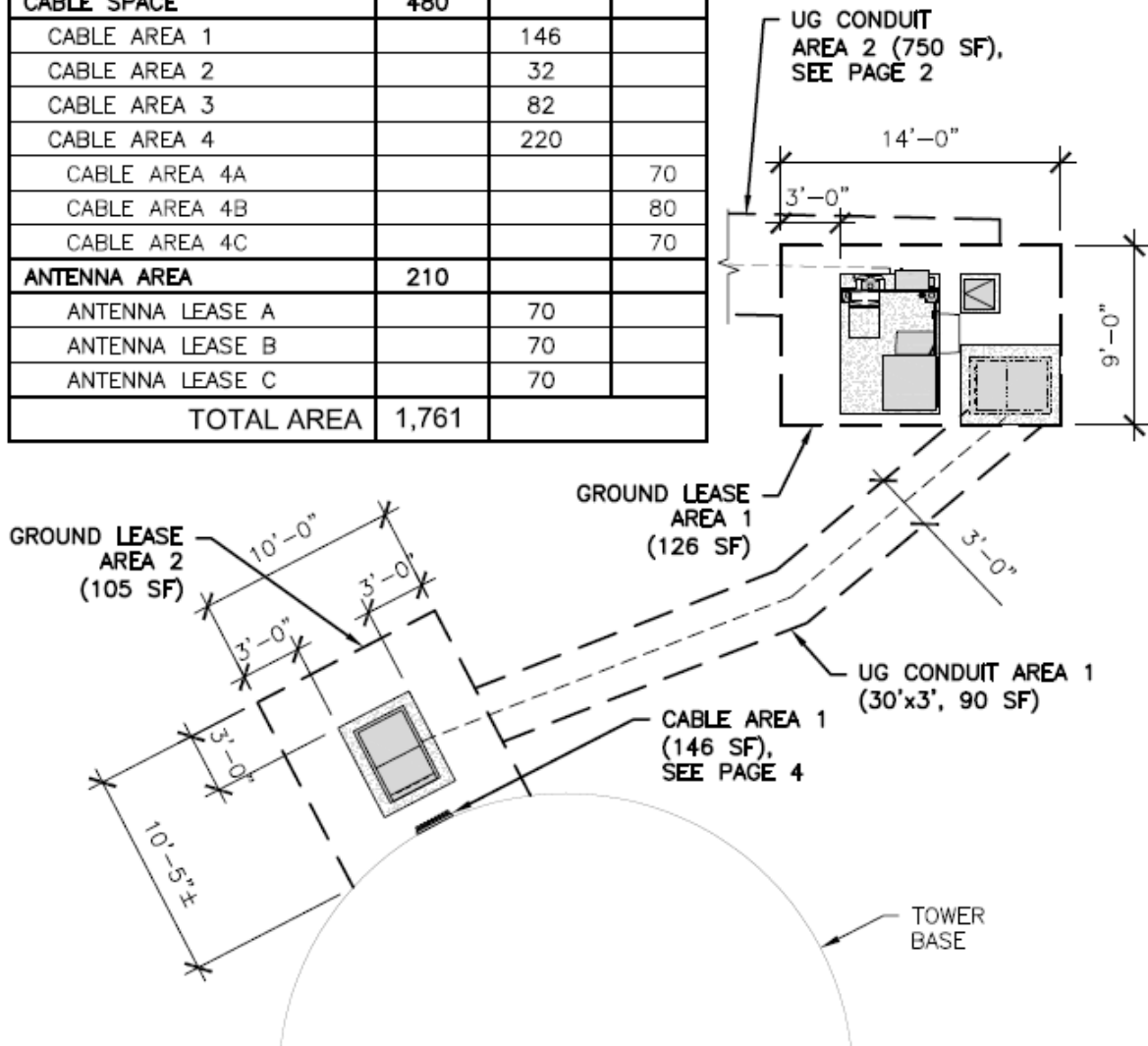
Notary Public

My Commission Expires: _____ Commission No: _____

Exhibit A

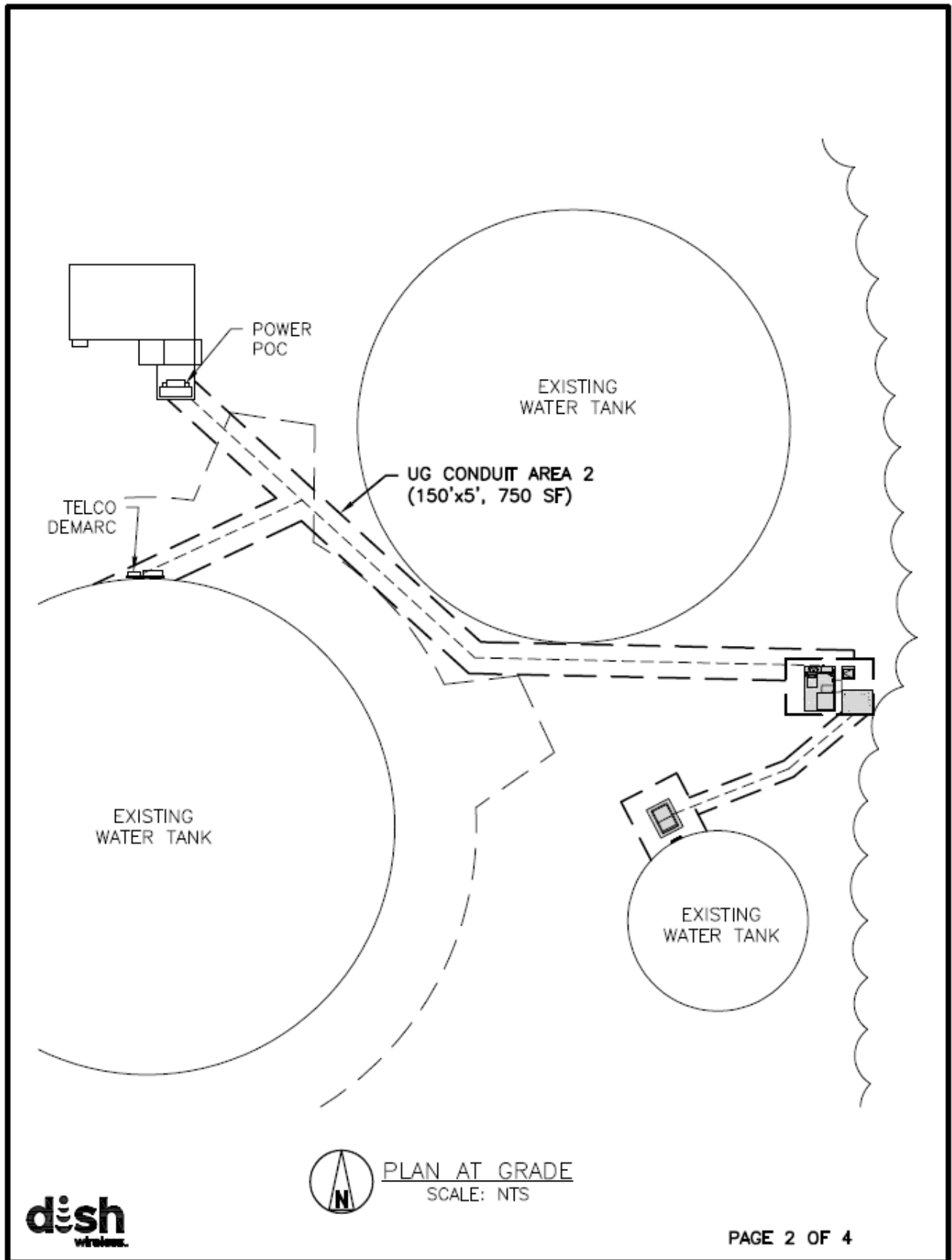
Lessee Lease Area Summary

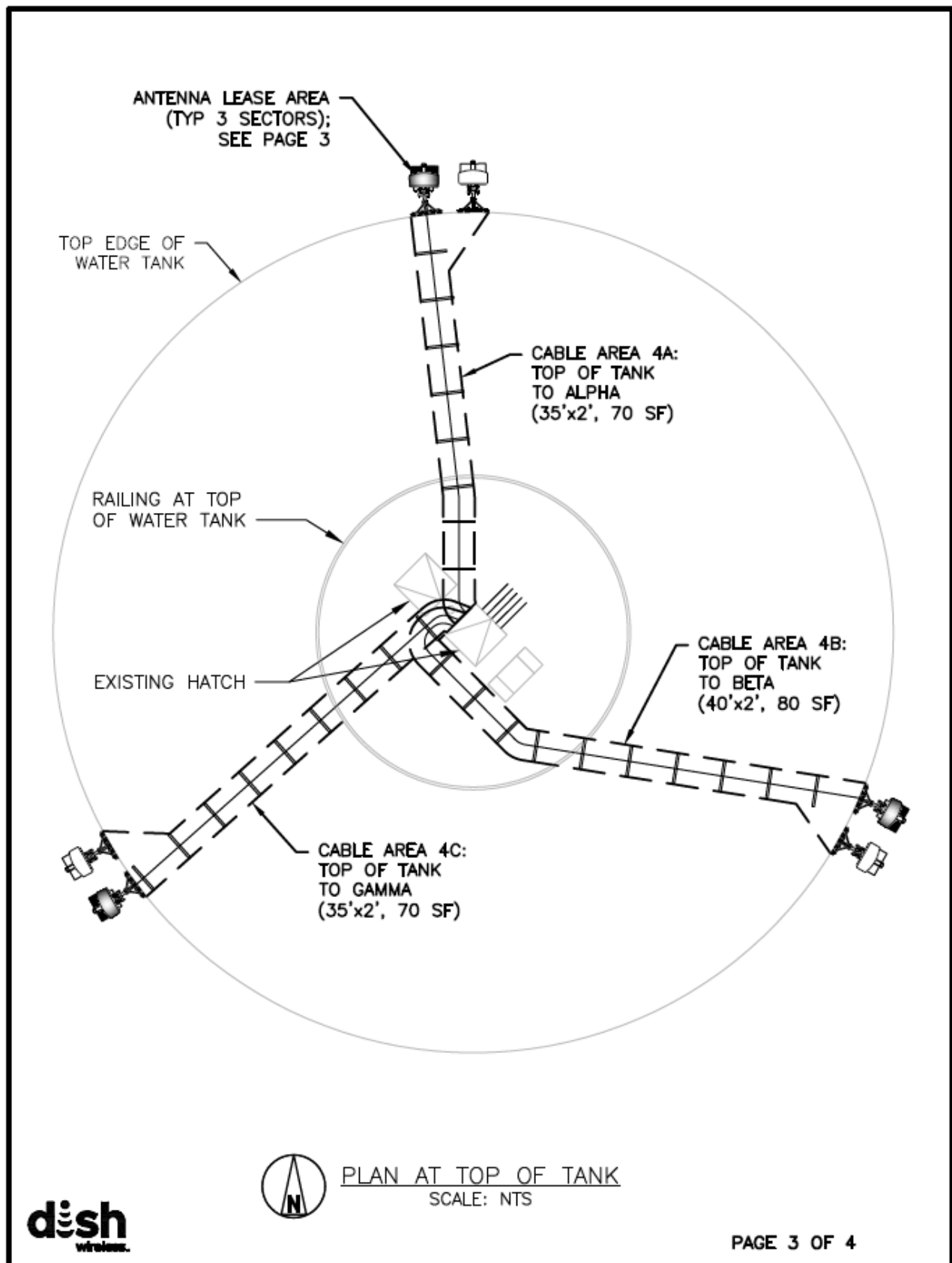
LESSEE LEASE AREA SUMMARY			
AREA	SQ FT (SF)	SQ FT (SF)	SQ FT (SF)
GROUND SPACE	231		
GROUND LEASE 1		126	
GROUND LEASE 2		105	
UNDERGROUND (UG) CONDUIT	840		
UG CONDUIT AREA 1		90	
UG CONDUIT AREA 2		750	
CABLE SPACE	480		
CABLE AREA 1		146	
CABLE AREA 2		32	
CABLE AREA 3		82	
CABLE AREA 4		220	
CABLE AREA 4A			70
CABLE AREA 4B			80
CABLE AREA 4C			70
ANTENNA AREA	210		
ANTENNA LEASE A		70	
ANTENNA LEASE B		70	
ANTENNA LEASE C		70	
TOTAL AREA	1,761		

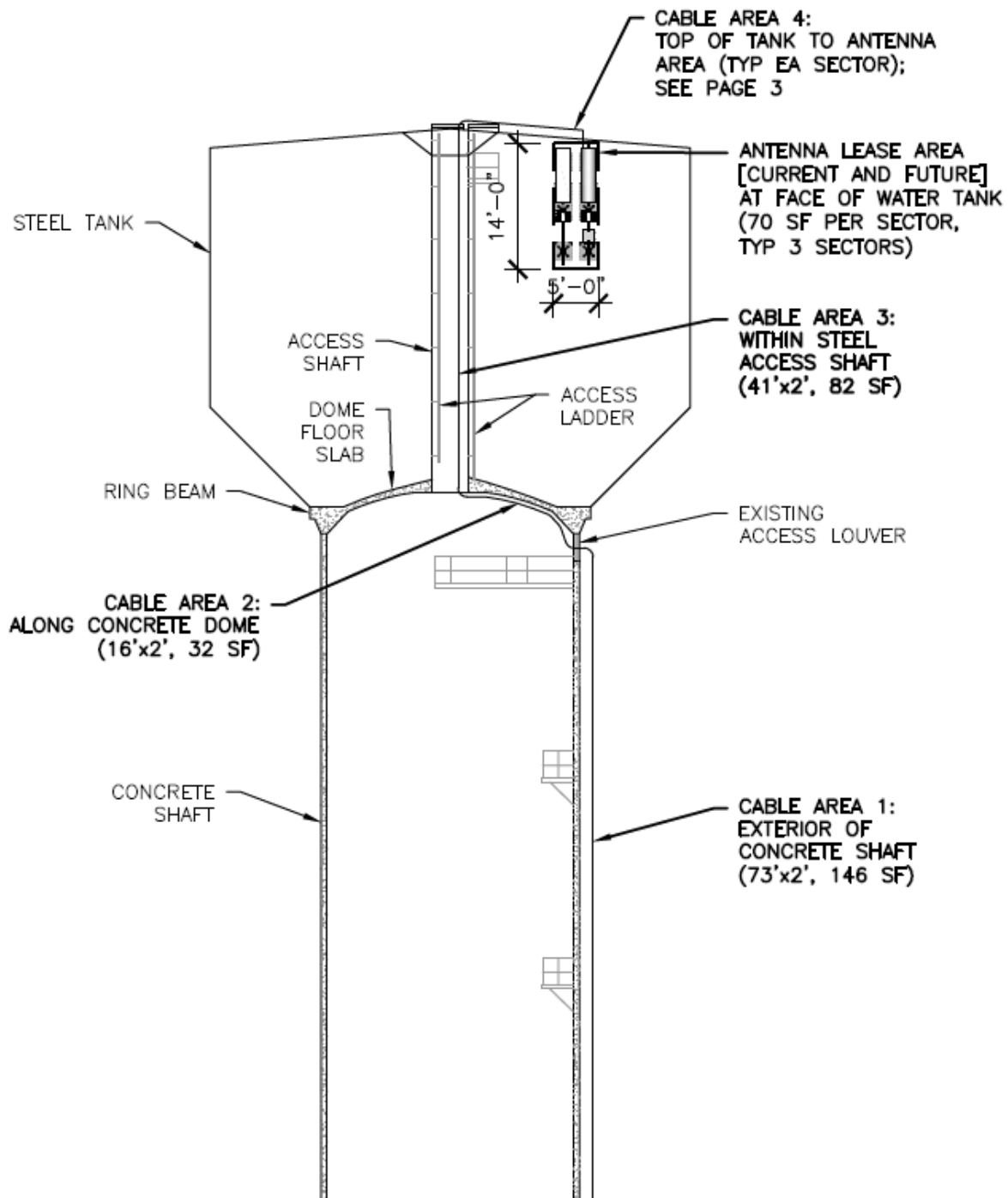


PLAN AT GRADE
SCALE: NTS

PAGE 1 OF 4







SECTION
SCALE: NTS



PAGE 4 OF 4

Exhibit B

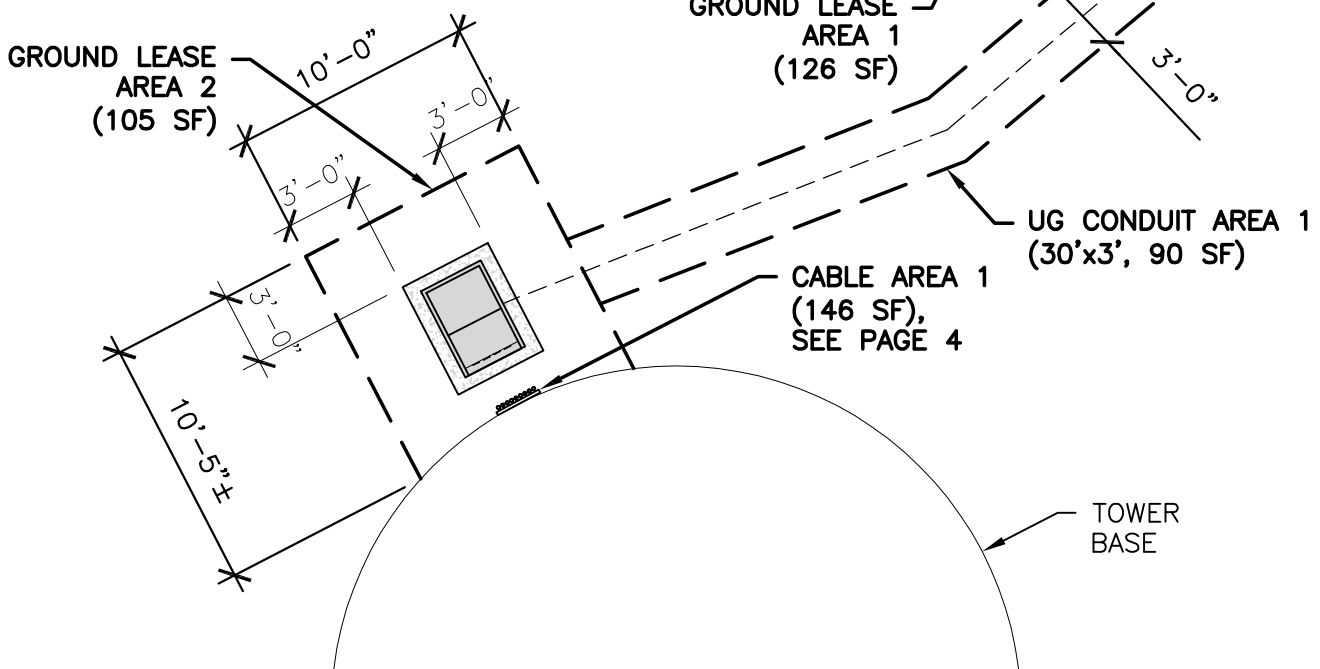
Abbreviated Legal Description of Parcel 32042000205900

SEC 20 TWP 32 RGE 04ALL TH PTN SW1/4 NW1/4 DAF COM AT W1/4 COR SD SEC TH N02*09 30W ALGW LN SD
SEC 791.33FT TO TPB TH CONT N02*09 30W ALG SD W LN 380.36FT TH N87*50 30E PERP TO SD W LN 180FT
THS02*09 30E 180FT TH S87*50 30W 130FT TH S02*09 30E 200.82FT TH S88*21 55W 50FT TO TPB

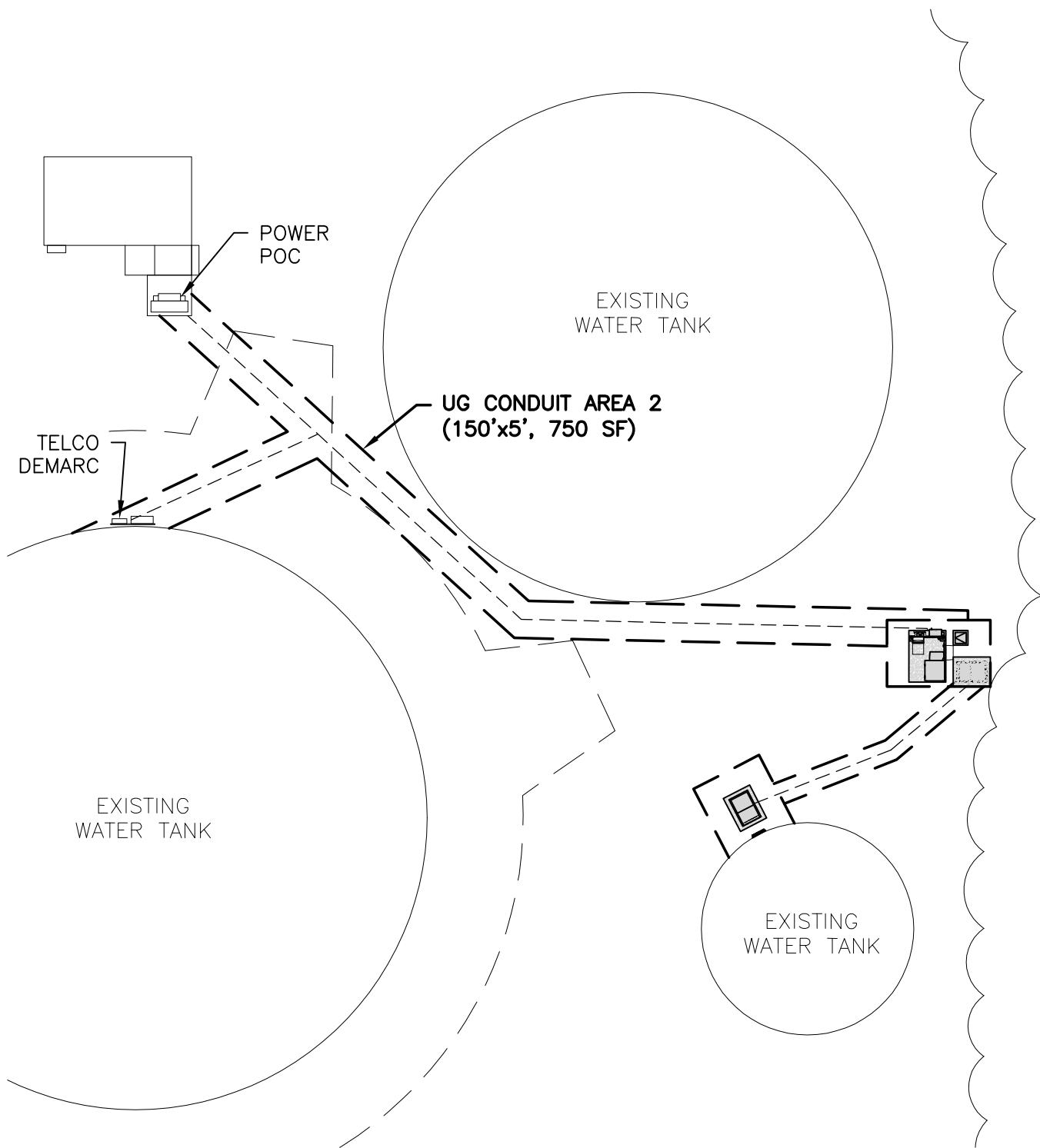
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LESSEE LEASE AREA SUMMARY

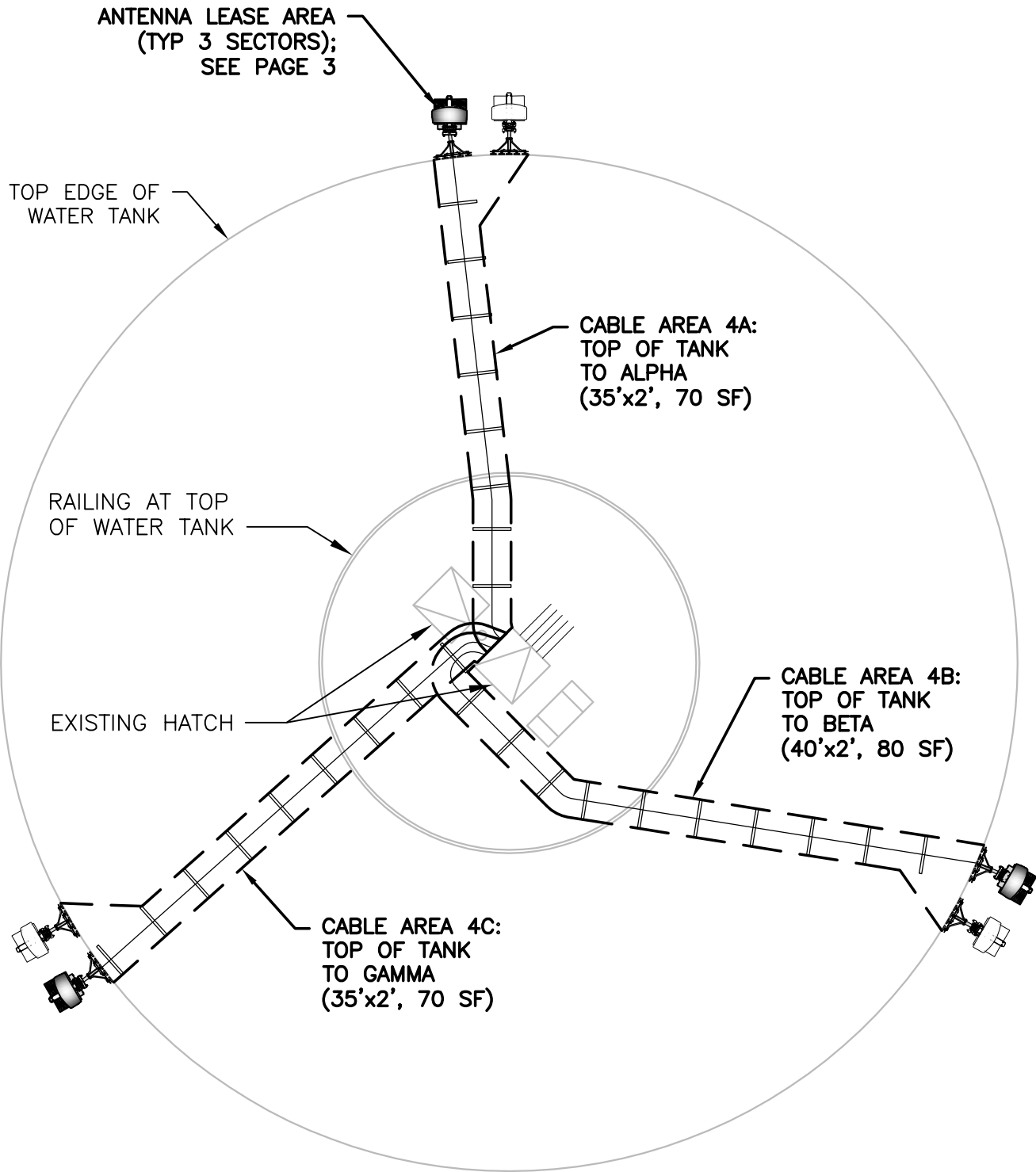
AREA	SQ FT (SF)	SQ FT (SF)	SQ FT (SF)
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GROUND LEASE 1		126	
GROUND LEASE 2		105	
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UG CONDUIT AREA 2		750	
CABLE SPACE	480		
CABLE AREA 1		146	
CABLE AREA 2		32	
CABLE AREA 3		82	
CABLE AREA 4		220	
CABLE AREA 4A			70
CABLE AREA 4B			80
CABLE AREA 4C			70
ANTENNA AREA	210		
ANTENNA LEASE A		70	
ANTENNA LEASE B		70	
ANTENNA LEASE C		70	
TOTAL AREA	1,761		



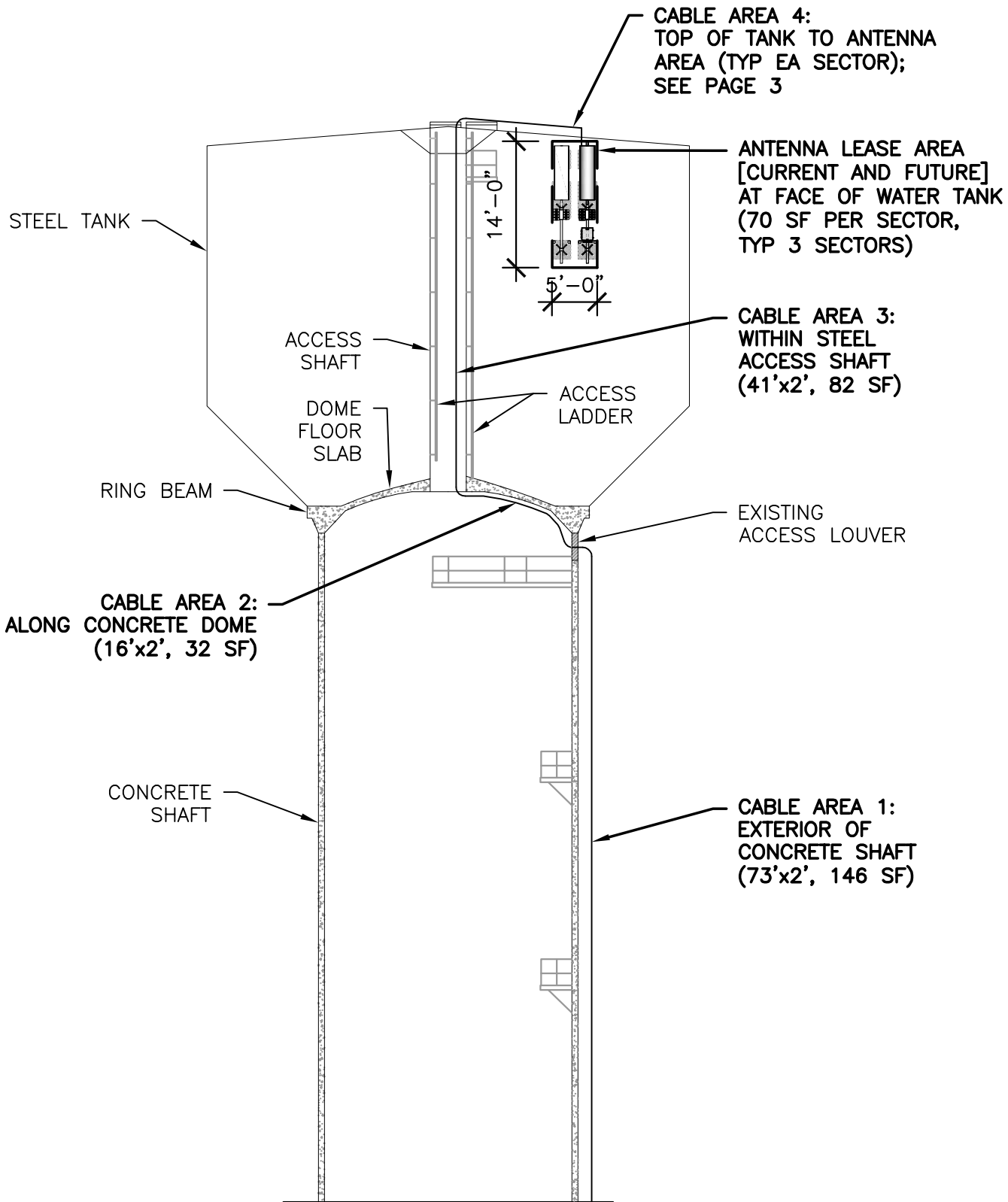
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Goals and Strategies for the Title 18 Unified Development Code Update

The goals, strategies, and actions items in the attached table were established to provide direction to the Stanwood Title 18 Unified Development Code Update. A checklist, so to speak, for the factors that will be used to evaluate whether the completed project is successful, on track, and consistent with the original objectives. These goals will be revisited over the life of the project and used to maintain focus over the coming months of revisions, drafts, review, and ultimately approval of the update code. The following is a summary of the seven goals and what they entail.

Project Goal:	Action Summary
Goal 1: Comprehensively update and modernize the Zoning Code with respect to content and administration of the code.	• Making the Code user-friendly by simplifying language, and improving format, and organization. • Making the Code consistent with current laws and best practices.
Goal 2: Improve the development review process for applicants and staff.	• Revising permit procedures to address changes in state law for housing permits, including updating submittal checklists to set clear expectations for the applicant. • Updating definitions to establish a clear common language, removing unneeded or confusing terms.
Goal 3: Promote development patterns consistent with the Comprehensive Plan and the 20-year growth projections.	• Combining similar zones and adding more flexibility in uses, where necessary and • Ensuring consistency between zoning and comprehensive plan land use designations. • Updating subdivision rules to be clearer, easier to use, and reflect best practices.
Goal 4: Evaluate and amend the Code to eliminate contradictions and remove barriers to development.	• Encouraging flexibility in design and use locations, such as by allowing variations in development standards and adopting standards for “live-work” units. • Updating or add standards to address specific challenges or issues noted by staff.
Goal 5: Adopt design guidelines and site planning standards to achieve the desired community vision as described in the Comprehensive Plan.	• Updating design standards to foster active public realms and cohesive urban design, and compatibility with historic buildings, but maintaining flexibility in hardship situations. • Streamlining development and design standards to encourage infill development.
Goal 6: Update Shoreline Management Plan (SMP) policies and regulations.	• Updating and moving Shoreline regulations out of the Critical Areas Code and into separate chapter
Goal 7: Consider the best approach to integrate the 2023 state law requirements into the Municipal Code while ensuring consistency with the Comprehensive Plan.	• Using the Comprehensive Plan vision and goals to guide integrating of new state laws

Stanwood Unified Development Code – Goals and Actions

September 2023

	Goal	Strategies	Action Items
1	Comprehensively update and modernize the Zoning Code with respect to content and administration of the code.	Review all sections to make the code user-friendly and consistent with current laws.	a. Remove legalese and jargon unfamiliar to the lay person. b. Improve clarity and overall functionality of code sections by removing duplications and inconsistencies. c. Apply a consistent style guide to all chapters to make language, formatting, and organization cleaner. d. Reflect regulatory best practices. e. Include tables and illustrations to help convey concepts. f. Ensure consistency with case, state, and federal laws. g. Make code gender neutral. h. Ensure references refer to City departments rather than specific positions.
2	Improve the development review process for applicants and staff.	A. Revise permit procedures to address changes in state law for housing permits. B. Update definitions section to remove duplications and out of date terms and add clarify.	a. Update submittal checklists to be consistent with new review processes. a. Make sure definitions do not contain regulations. b. Move simplified definitions of land uses to use table and delete from Definitions chapter (do not duplicate). c. Ensure all defined terms are actually used in code, otherwise delete. d. Clarify definitions of “Bars and Cocktail Lounges” versus “Taverns.” e. Review for duplicative definitions.
3	Promote development patterns consistent with the Comprehensive Plan and the 20-year growth projections.	A. Update zones by combining very similar zones and adding more flexibility in uses, where necessary.	a. Review mixed use zone standards and allowed uses to achieve a better mix of commercial and residential uses. i. MB-I and MB-II need to be consolidated and rewritten into a “Downtown Mixed Use” zone. b. Update industrial zones to encourage more flexibility of uses. i. LI and some of the GI need to be consolidated and rewritten into a “Planned Industrial” zone. ii. GI zone needs to be retained for certain areas of Stanwood. c. Include standards to encourage neighborhood commercial uses in residential areas to increase services in walking distance. i. Need to pay special attention to design standards and specific use standards for commercial uses in residential areas. d. Remove Single Family Dwellings from the MR Zone. e. Public Facility (PF) zoning consistent with comp plan designation. f. Require commercial uses on TN zoned properties located near SR 532.
4	Evaluate and amend the Code to eliminate contradictions and remove barriers to development.	B. Update platting and lot creation rules to be clearer, easier to use, and reflect best practices.	a. Add provision for density transfers for critical areas / subdivisions. b. Eliminate PRD standards and integrate into subdivisions. c. Add provisions for fee-simple lot divisions / zero-lot line subdivisions (i.e. duplexes, townhomes, etc.). d. Add reference to Condominium Act addressing RCW 64.34.
		A. Encourage flexibility in design and use locations.	a. Allow variations / flexibility in lot size and building setbacks while maintaining density standards. b. Adopt “live-work” unit standards.
		B. Update or add new land use standards to address specific challenges or issues noted by staff.	Add or revise standards to address: a. Shipping containers as storage sheds – both residential and commercial. b. Nonconforming use standards; differences between uses, lots, and structures. c. Home occupation standards. d. Commercial Daycares in residential zones with mitigation. e. Mobile home parks must be 1’ above flood elevation. f. Peer Respite Housing. g. Evaluate standards in mixed use zones. h. Eliminate footnotes in 17.30 by migrating into use standards.
		C. Update or add new sign code standards to address specific challenges or issues noted by staff.	Add or revise sign code to address: a. Multicomplex signs and off-site signs

	Goal	Strategies	Action Items
			i. How to allow more flexibility for multi-complex signs where businesses may be located on different parcels without increasing sign litter. ii. Consider flexibility for off-site signage to facilitate WSDOT signage for businesses / balance w/o increasing sign litter. b. Require illuminated and signs with wiring to submit an electrical permit to Labor and Industries (L&I). c. Provide definitions for prohibited signs. d. Review design standards for freestanding and monument signs. e. Review design standards for wall signs including cumulative square footage limits. i. Consider sign to building area ratio. f. Consider rewriting readerboard and electronic sign code.
		D. Review and revise parking and parking lot standards to use parking areas most efficiently.	a. Update standards for long term parking lots (airport or training parking). b. Update parking aisle circulation standards 17.105.020(3) <i>[staff cites this section, but more guidance needed here]</i>. c. Update parking requirements for middle housing. d. Consider adding electric vehicle change station requirements for all developments.
5	Adopt design guidelines and site planning standards to achieve the desired community vision as described in the Comprehensive Plan.	Update design standards to foster active public realms and cohesive urban design, while encouraging infill.	a. Prohibit large parking lots in front of buildings adjacent to the street. b. Update residential design standards so they are objective and easy to follow, while requiring high quality and distinctive design (PRD recreation standards 17.95.460 versus 17.147, note 17.147(1) is not being applied). c. Resolve conflict between 0’ setback allowed in PRD with required 10’ utility easement at right of way. d. Establish downtown design standards that foster development compatible with historic buildings, while being floodplain compliant. e. Facilitate infill development by streamlining development and design standards. f. Move building separation standard from Title 17 to the building code. g. Identify better zoning tools to achieve usable and attractive open spaces and required amenities, especially in single family residential developments. h. Prohibit barbed-wire fence materials. i. Provide flexibility in standards but keep variances limited to hardship situations. j. Consider standards for blank walls, such as requiring screening for walls longer than 30’.
6	Update Shoreline Management Plan policies and regulations.	A. Move Shoreline regulations into separate chapter.	a. Move all shoreline regulations out of Critical Areas code and into its own chapter.
		B. Update Shoreline Policies as needed to address Department of Ecology Guidelines.	a. Update shoreline goals and policies concurrently with the regulatory update for a single SMP update process.
7	Consider the best approach to integrate the 2023 state law requirements into the Municipal Code while ensuring consistency with the Comprehensive Plan.	Integrate 2023 state law requirements into the zoning standards.	a. HB 1042 – Conversion of existing commercial, mixed-use, and multifamily buildings for residences. b. HB 1293 – Streamlining Development Regulations with Design Review. c. HB 1337 – Accessory Dwelling Unit Regulations. d. SB 5290 – Local Project Permit Review Process and Timelines. e. SB 5412 – SEPA Categorical Exemptions. f. SB 5536 – Essential Public Facilities. Opioid treatment programs and facilities are considered Essential Public Facilities and may not be prohibited by cities. g. SB 5553 – Temporary Emergency Shelter. Temporary emergency shelters are exempt from building code requirements.

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Topic Groups	2024												2025											
	Jan	Feb	Mar	Apl	May	Jun	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apl	May	Jun	July	Aug	Sept	Oct	Nov	Dec
1. Shorelines																								
Memo and intro																								
Ecology Input																								
Comm. Review																								
Code Drafting																								
Review/Hearings																								
2. Platting and Lot Creation																								
Memo and intro																								
Code Drafting																								
Review																								
Public Hearings																								
3. Gen Provisions / Procedures / Permit Criteria																								
Memo and intro																								
Code Drafting																								
Review																								
Public Hearings																								
4. Bulk & Use Standards																								
Memo and intro																								
Code Drafting																								
Review																								
Public Hearings																								
5. Design Standards																								
Memo and intro																								
Code Drafting																								
Review																								
Public Hearings																								
6. Environmental																								
Memo and intro																								
Code Drafting																								
Review																								
Public Hearings																								
1. Shoreline					2. Platting and Lot Creation					3. General Provisions/ Procedures/ Permit Criteria					4. Bulk & Use					5. Design Standards				
Shoreline Master Program (SMP) Update and related development regulations.					Includes subdivision code and regulations, such as preliminary plat, shot plats, and binding site plans.					Includes permit approval types, permit processes, vesting, and application procedures.					Includes standards such as height limits, building size, permitted uses, and use standards. For example, the permitted use table and home business use standards.					Includes building and site design standards (such as entrances, landscaping, and modulation) and the Parking and Sign Codes.				
4. Bulk & Use					5. Design Standards					6. Environmental					Includes standards such as height limits, building size, permitted uses, and use standards. For example, the permitted use table and home business use standards.					Includes building and site design standards (such as entrances, landscaping, and modulation) and the Parking and Sign Codes.				
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6. Environmental					Includes building and site design standards (such as entrances, landscaping, and modulation) and the Parking and Sign Codes.					Includes permit approval types, permit processes, vesting, and application procedures.					Includes standards such as height limits, building size, permitted uses, and use standards. For example, the permitted use table and home business use standards.					Includes building and site design standards (such as entrances, landscaping, and modulation) and the Parking and Sign Codes.				
Includes Critical Areas regulations and code, such as wetland regulations, floodplain management, and geologically hazardous areas.					Includes building and site design standards (such as entrances, landscaping, and modulation) and the Parking and Sign Codes.					Includes permit approval types, permit processes, vesting, and application procedures.					Includes standards such as height limits, building size, permitted uses, and use standards. For example, the permitted use table and home business use standards.					Includes building and site design standards (such as entrances, landscaping, and modulation) and the Parking and Sign Codes.				