

**GRANDVIEW CITY COUNCIL  
REGULAR MEETING AGENDA  
TUESDAY, MARCH 26, 2019**



**REGULAR MEETING – 7:00 PM**

**PAGE**

- 1. CALL TO ORDER & ROLL CALL**
- 2. PLEDGE OF ALLEGIANCE**
- 3. PRESENTATIONS**
  - A. Retirement Award – Police Officer Earl Ripplinger
  - B. Service Award – Councilmember Dennis McDonald
  - C. Pheasants Forever Yakima Valley Chapter – Mark Meyocks 1-3
- 4. PUBLIC COMMENT** – At this time, the public may address the Council on any topic whether on the agenda or not, except those scheduled for public hearing.
- 5. CONSENT AGENDA** – Items on the Consent Agenda will be voted on together by the Council, unless a Councilmember requests that items be removed from the Consent Agenda and discussed and voted upon separately. An item removed from the Consent Agenda will be placed under Unfinished and New Business.
  - A. Minutes of the March 12, 2019 Committee-of-the-Whole meeting 4-8
  - B. Minutes of the March 12, 2019 Council meeting 9-14
  - C. Payroll Check Nos. 10866-10882 in the amount of \$93,908.10
  - D. Payroll Electronic Fund Transfers (EFT) Nos. 60076-60080 in the amount of \$81,135.97
  - E. Payroll Direct Deposit 3/1/19-3/15/19 in the amount of \$102,343.01
  - F. Claim Check Nos. 117239-117330 in the amount of \$528,495.82
- 6. ACTIVE AGENDA** – Notice: Items discussed at the 6:00 pm Committee-of-the-Whole meeting of an urgent or time sensitive nature may be added to the active agenda pursuant to City Council Procedures Manual Section 3.18(c).
  - A. Declarations of Interest – Appointment for Vacant City Council Position 15-25
  - B. Resolution No. 2019-12 authorizing the Mayor to sign an Option and Structure Lease Agreement between the City of Grandview and New Cingular Wireless PCS, LLC 26-52
- 7. UNFINISHED AND NEW BUSINESS**
- 8. CITY ADMINISTRATOR AND/OR STAFF REPORTS**
- 9. MAYOR & COUNCILMEMBER REPORTS**
- 10. ADJOURNMENT**

## Anita Palacios

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**From:** Cus Arteaga  
**Sent:** Friday, March 15, 2019 10:06 AM  
**To:** Anita Palacios  
**Cc:** Gloria Mendoza 1 (gmcmendoza@gmail.com)  
**Subject:** Agenda

**Follow Up Flag:** Flag for follow up  
**Flag Status:** Flagged

The Mayor and I met with Mark Meyocks today and he is wanting to do a presentation to Council at the March 26<sup>th</sup> Council Meeting. He presentation is about Pheasants and is requesting approval to release birds at our WWTP in the spring.

*Cus Arteaga*

City Administrator/Public Works Director

City of Grandview

207 West Second Street

Grandview, WA 98930

Ph: (509) 882-9211

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Visit our website: <http://www.grandview.wa.us>

*This message may contain confidential and/or propriety information and is intended for the person/entity to whom it was originally addressed. Any use by others is strictly prohibited.*

## HOW WILL PRP HELP CONSERVE?

The PRP can be achieved by encouraging growers to voluntarily assist pheasant life cycle survival with habitat and agricultural practice improvements. Success in Yakima Valley wildlife habitat may set forth an initiative model for use across the nation.

Voluntarily leaving a strip of vegetation (i.e. grasses, pollinators, forbs) between crop rows or property borders unmolested (un-mowed) from early May until after mid-July, the hen can once again use agricultural lands to clutch, incubate, and hatch chicks. These strips will provide nesting cover and high protein food sources (insects) necessary to naturally increase wildlife populations. The presence of chicks and hens will reduce insects and provide an organic alternative for inorganic pest control methods. They will beautify any landscape.

Many crops (hops fields, vineyards) using drip irrigation, can reduce evaporative water loss by leaving cover between hills and/or crop rows, a practice already being utilized by many growers.



## WHY?

By bringing the pheasant back to the Yakima Valley the fruits of PRP can provide economic benefit to local communities in numerous ways, including consumptive spending on hospitality, food, beverage and services not currently realized.

## SUPPORT!

By buying a PRP Decal you show your support for the principles of Pheasant Restoration Program. All money will be used in the Yakima Valley to achieve our mission - Healthy and thriving populations of pheasant in the Yakima Valley. If you are interested in being a willing participant in the Pheasant Restoration Project or want more information about Pheasants Forever, Inc. please contact us.

Pheasant Restoration Project - An Achievable Goal



For additional information contact  
Mark Meyocks, Pheasants Forever Yakima  
Valley Chapter 311, 509-834-8378 or  
Pheasantsforever311@outlook.com

Pheasants Forever, Inc. - Tax ID  
41-1429149



Yakima Valley Pheasant Restoration Project (PRP) is a grassroots initiative.

Initiated by Pheasants Forever Yakima Valley Chapter 311. Chapter 311 is intent on working with Yakima Valley crop growers to return pheasant populations to levels present in the Yakima Valley in the mid-Twentieth Century. Pheasants Forever Organization is a national habitat and conservation 501(c)(3) tax-exempt organization, Pheasants Forever Chapter 311 was founded in 1991 in Yakima. All chapter fundraising dollars are put back into the local community for conservation and habitat of wildlife.

The goal of the PRP is to encourage crop producers to adopt and promote agricultural practices friendly to pheasant/wildlife populations in the Yakima Valley. This goal is only achievable if there is no significant economic impact to growers' crop production and harvest.

## DID YOU KNOW?

1. The leading cause of death in pheasant is man induced. Irrigation practices, loss of food, nesting and winter cover habitat

mowing, insecticide and herbicide use at the wrong time of year all contribute to reduced pheasant populations. Hunting has represented only a fraction of population losses over the years.

2. First introduced to the Pacific Northwest in the 1880's by the efforts of then United States consul general to China, Judge Owen Nickerson Denny, a Pacific Northwesterner. The pheasant proliferated in the hills and valleys of Oregon and Washington.

3. With changes to agricultural practices, (i.e. converting sugar beet fields to vineyards and hops, pivot irrigation practices, maximized land usage reducing edge cover) the populations of Yakima Valley pheasant began to dramatically decline in the last 20 years. The pheasant was once so prolific that the pheasant appeared to be indigenous to valley farmers in the 20<sup>th</sup> century, that has changed significantly

4. Pheasant spend almost their entire lives on the ground, rarely roosting in trees. They eat almost entirely insects, leaves, and seeds. Adults run between 30-40mph and fly short distances at 60mph. Pheasant prefer cover of 12-18 inches in height, enabling visibility to escape predators and quickly launch into flight.

5. Pheasants breed in April and May. The hen will seek grassy insect bearing cover for a nest, a vital criterion for population increases.

6. A hen (female) will lay an egg every day on average for 12 days.

7. Hens are excellent at hiding while on the nest, only leaving shortly, twice a day, to feed while incubating the clutch of eggs.

Agricultural activity near nesting hens rarely disturbs them. (A nesting hen pheasant will sit on the nest being mowed over rather than taking flight, sacrificing herself rather than deserting her eggs.)

8. Pheasant eggs are incubated for 23 to 25 days.

9. **IMPORTANTLY**, upon hatching a chick is unable to regulate body temperature for 3 days, this is a crucial time for clutch survival and the success of PRP. A wet chick in these first three days from either Mother Nature or a casting irrigation delivery will induce pneumonia, fatal to the chick and killing a future generation of pheasants. This is catastrophic to species proliferation.

10. Pheasant Chicks live on high protein diets (mostly insects) after they hatch, growing to about 2 pounds in 13 weeks.

11. Pheasant Chicks fly short distances by the end of their first week. The chicks are taught what and where to eat by the hen.

12. Pheasants need water, grit, nesting, food, escapement and winter covers to survive in any environment.

#### HOW TO INCREASE POPULATIONS OF PHEASANT AND BENEFIT ALL WILDLIFE?

- By partnering with willing growers Pheasants Forever Chapter 311 hopes to achieve increased populations of pheasant not seen for over 20 years in the Yakima Valley, with a long-term goal of ½ million birds in 10 years.

- PRP includes education, cooperation and monitoring to achieve and validate PRP's goals.

- By working within the agricultural community, where pheasant thrived in the past, to offer habitat to meet the needs of pheasant life cycle success.

- Pheasants Forever Yakima Valley Chapter 311 has developed a fundraising initiative which will take tax-deductible donations and invest the funds to improve adult pheasant populations in Yakima Valley agricultural areas in partnership with willing growers in the spring for natural nesting practices.

- The goal is to distribute the pheasant all over the Yakima River Basin and in conjunction with these partners:

- Washington State University Extension Service,
- Central Washington University,
- Heritage University,
- Yakima Nation Department of Natural Resources
- Trade organizations
  - US Hop Growers Association
  - Washington Winegrowers Association
  - Tree Fruit Growers Association

**GRANDVIEW CITY COUNCIL  
COMMITTEE-OF-THE-WHOLE MEETING MINUTES  
MARCH 12, 2019**

**1. CALL TO ORDER**

Mayor Gloria Mendoza called the Committee-of-the-Whole meeting to order at 6:00 p.m., in the Council Chambers at City Hall.

**2. ROLL CALL**

Present were: Mayor Mendoza and Councilmembers Gay Brewer, Mike Everett, Diana Jennings, Dennis McDonald, Bill Moore and Joan Souders.

Absent was Councilmember Javier Rodriguez.

Staff present were: City Administrator/Public Works Director Cus Arteaga, City Attorney Quinn Plant, City Treasurer Matt Cordray and City Clerk Anita Palacios.

**3. PUBLIC COMMENT – None**

**4. NEW BUSINESS**

**A. Wine Country Road Grind and Overlay**

City Administrator Arteaga explained that the \$20 Transportation Benefit District (TBD) was formed to provide street maintenance to the City's road system. The funds collected were to support a chip-seal maintenance program, asphalt grind/overlay project and/or new construction. The TBD raised approximately \$160,000 per year and in 2019, the Council appropriated \$80,000 for the annual chip-seal maintenance program. The proposed 2019 chip-seal maintenance program included the following streets: Butternut Road; Hill Drive; Eberle Road; and West Fifth Street from Larson west to City limits. The proposed program was estimated at \$80,000 and included crack sealing, pothole repair and a chip-seal treatment. He recommended Council amend the 2019 chip-seal program to include an asphalt grind/overlay of Wine Country Road (WCR) from I-82 north to East Stover Road (approximately 800-feet). This section of roadway was failing and he considered this as a method of preserving this section of WCR. WSDOT was scheduled to complete an asphalt grind/overlay of the Exit 73 off ramp. He anticipated the City taking advantage of the asphalt quantities and completing that section of WCR at a better price if the City could utilize the same contractor. He recommended Council authorize staff to replace the 2019 chip-seal maintenance streets identified above with an asphalt grind/overlay of Wine Country Road from I-82 north to East Stover Road; and allow staff to amend the 2019 TBD budget approximately \$40,000 to complete the preservation of WCR.

Discussion took place.

On motion by Councilmember Moore, second by Councilmember Souders, the C.O.W. moved the authorization of staff to prepare bid specifications and advertise the asphalt grind/overlay of Wine Country Road from I-82 north to East Stover Road to the March 12, 2019 regular Council meeting for consideration.

Councilmember Everett voted in opposition.

**B. Sanitary Sewer Trunk Main Replacement Update – HLA Engineering**

Terry Alapeteri and Roy Lewis with HLA Engineering provided an update on the sanitary sewer trunk main replacement project.

City Engineer Lewis advised that during the Summer of 2018, HLA observed the flushing and videoing of the existing 21-inch concrete sewer trunk main. Daily observations were documented by HLA and copies of the videos were provided by Iron Horse Vector Services. Several segments of the trunk main were inaccessible due to heavy debris, disconnected pipe joints, and/or gaskets hanging in the path of the camera. Pipe corrosion/deterioration varied in severity. In general, it was similar in condition to the failed pipe that was replaced or repaired. All of the manholes were badly corroded. In the Fall of 2018, the City authorized HLA and Iron Horse Vector Services to expand the flushing and videoing efforts to three primary sewer collection lines up-stream of the sewage collection vault in Dykstra Park. The "M" Line to the northwest was constructed of PVC pipe. The pipe was in good condition. However, the manholes exhibited deterioration similar to the sewer trunk main. The "H" Line to the northeast was constructed of concrete pipe. The invert of this collection line was filled with large debris and impassable in many locations. The condition of this pipe was very poor. The "F" Line to the east was also constructed of concrete pipe. It primarily intercepts and conveys domestic sewage which was less destructive than the low pH industrial sewage. These concrete pipes were in fair condition. In October 2018, HLA staked the location of the proposed replacement trunk main. HLA walked the proposed alignment with City Public Works personnel. Suggested alignment revisions were noted and the plan revisions initiated.

The trunk main project schedule was as follows:

- Finalize design plans – 04/30/19
- Obtain easements – 06/30/19
- DOE plan approval – 07/19/19
- Advertise for bids – 08/01/19
- Open bids – 08/29/19
- Award contract – 09/10/19
- Start construction – 11/04/19 (after fruit processing)
- Complete construction – 08/21/20 (200 working days)

Discussion took place. No action was taken.

**C. Resolution authorizing the Mayor to sign the Community Development Block Grant (CDBG) Program General Purpose Grant Contract No.18-62210-024 with the Washington State Department of Commerce for the Sanitary Sewer Trunk Main Replacement**

City Administrator Arteaga explained that the City applied for and successfully received a Community Development Block Grant (CDBG) in the amount of \$750,000 for the Sanitary Sewer Trunk Main Replacement. He presented the CDBG General Purpose Grant contract documents from the Department of Commerce for the Sanitary Sewer Trunk Main Replacement for Council consideration. The scope of work and budget stated the goals/expected results to



be accomplished and listed the schedule and budget for the specific construction activities to be conducted.

Discussion took place.

On motion by Councilmember Everett, second by Councilmember Souders, the C.O.W. moved a resolution authorizing the Mayor to sign the Community Development Block Grant (CDBG) Program General Purpose Grant Contract No.18-62210-024 with the Washington State Department of Commerce for the Sanitary Sewer Trunk Main Replacement to the March 12, 2019 regular Council meeting for consideration.

**D. Resolution authorizing the Mayor to sign an Option and Structure Lease Agreement between the City of Grandview and New Cingular Wireless PCS, LLC**

City Administrator Arteaga explained that New Cingular Wireless requested to lease a portion of the water tower located at King Street and Velma Avenue known as Tower Park for antenna and equipment space in connection with its federally licensed communications business. The monthly lease payment to the City would be \$1,500 per month.

Discussion took place.

On motion by Councilmember Souders, second by Councilmember Moore, the C.O.W. moved a resolution authorizing the Mayor to sign an Option and Structure Lease Agreement between the City of Grandview and New Cingular Wireless PCS, LLC to the March 26, 2019 regular Council meeting for consideration.

**5. RECESS & RECONVENE OF C.O.W. MEETING**

On motion by Councilmember McDonald, second by Councilmember Moore, the Council recessed the Committee-of-the-Whole meeting at 7:00 p.m., to reconvene following the regular Council meeting.

On motion by Councilmember Everett, second by Councilmember Souders, the Council reconvened the Committee-of-the-Whole meeting to discuss the following items at 7:40 p.m.

**E. Ordinance amending Section 2.04.010 of the Grandview Municipal Code to Provide that Committee-of-the-Whole and Business Meetings are Regular Meetings of the Grandview City Council**

City Attorney Plant explained that in 2010, the City Council by ordinance designated the 7:00 p.m. regular business meeting as the "regular meetings of the council," Grandview Municipal Code (GMC) 2.04.010. In 2016, the Council amended the Council Procedure Manual. The Council Procedure Manual now provided for Committee-of-the-Whole (C.O.W.) meetings on the second and fourth Tuesdays of each month at 6:00 p.m., directly before regularly scheduled Council meetings. The proposed ordinance would amend the GMC to align with the Council Procedure Manual. The GMC as amended would provide that the City's regular meetings

include (1) the 6:00 p.m. C.O.W. meeting and (2) the 7:00 p.m. business meeting. There would be much efficiency to be gained by designating both meetings as regular business meetings of the City. The Open Public Meetings Act (OPMA), Ch. 42.30 RCW, provides for essentially two types of Council meetings. There are "regular meetings," the date and time of which is set by "ordinance, resolution, bylaws, or by whatever other rule is required for the conduct of business by that body." RCW 42.30.070. There were also "special meetings," which were essentially any meeting other than a "regular meeting."

The Council historically has treated the 6:00 p.m. C.O.W. as a "special council" meeting. This was because the GMC declared the 7:00 p.m. business meeting, but not the C.O.W. meeting, to be the "regular meeting." The OPMA imposes strict limits on what may occur at special council meetings. An agency must post an agenda of items that would be considered at a special council meeting 24 hours in advance of the meeting, RCW 42.30.080(b). The City Council may not take action on any items that are not on the agenda, RCW 42.30.080(3). As we know from experience, there were times when the Council completes the C.O.W. agenda well before 7:00 p.m. There were frequently items that were not on the C.O.W. agenda that could nevertheless be addressed during the C.O.W. meeting, and thereby would not need to be addressed at the 7:00 business meeting. If the C.O.W. meeting was treated as a special meeting, however, the City Council would be prohibited from amending the C.O.W. agenda or otherwise taking action on items that were not on the agenda.

By amending the GMC to provide that the "regular" meeting of the Council includes both (1) the 6:00 p.m. C.O.W. meeting and (2) the 7:00 p.m. business meeting, the Council would have considerably more flexibility in amending the C.O.W. agenda to address items that might otherwise not be considered until the 7:00 p.m. business meeting.

Discussion took place.

**On motion by Councilmember Everett, second by Councilmember Souders, the C.O.W. directed staff to draft an amendment to the Council Procedures Manual to clarify regular meetings for consideration at the March 26, 2019 C.O.W. meeting.**

**F. Snow Removal Comments – Councilmember Diana Jennings**

Councilmember Jennings presented her email of March 1, 2019 concerning comments made by Councilmember Brewer regarding the City's snow removal efforts.

Discussion took place.

Following discussion, Councilmember Brewer clarified his comments.

City Administrator Arteaga shared his concern that Council should be careful when expressing opinions during an open record meeting.

No action was taken.

**6. OTHER BUSINESS – None**



7. **ADJOURNMENT**

The C.O.W. meeting adjourned at 8:10 p.m.

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Mayor Gloria Mendoza

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Anita Palacios, City Clerk

**GRANDVIEW CITY COUNCIL  
REGULAR MEETING MINUTES  
MARCH 12, 2019**

**1. CALL TO ORDER**

Mayor Gloria Mendoza called the regular meeting to order at 7:00 p.m. in the Council Chambers at City Hall.

Present were: Mayor Mendoza and Councilmembers Gay Brewer, Mike Everett, Diana Jennings, Dennis McDonald, Bill Moore and Joan Souders.

Councilmember Javier Rodriguez was absent.

**On motion by Councilmember Moore, second by Councilmember McDonald, Council excused Councilmember Rodriguez from the meeting.**

Staff present were: City Administrator/Public Works Director Cus Arteaga, City Attorney Quinn Plant and City Clerk Anita Palacios.

**2. PLEDGE OF ALLEGIANCE**

Councilmember Moore led the pledge of allegiance.

**3. PRESENTATIONS**

**A. Proclamation – March 2019 People For People 17<sup>th</sup> Annual March for Meals Month**

Mayor Mendoza proclaimed March 2019 as the 17<sup>th</sup> Annual March for Meals Month and urged every citizen to take this month to honor our Meals and Wheels programs, the seniors they serve and the volunteers who care for them.

**4. PUBLIC COMMENT – None**

**5. CONSENT AGENDA**

**On motion by Councilmember Moore, second by Councilmember Jennings, Council approved the Consent Agenda consisting of the following:**

- A. Minutes of the February 26, 2019 Committee-of-the-Whole meeting**
- B. Minutes of the February 26, 2019 Council meeting**
- C. Payroll Check Nos. 10836-10865 in the amount of \$29,874.39**
- D. Payroll Electronic Fund Transfers (EFT) Nos. 60067-60072 in the amount of \$90,785.26**
- E. Payroll Direct Deposit 2/16/19-2/28/19 in the amount of \$110,075.31**
- F. Claim Check Nos. 117118-117238 in the amount of \$132,158.40**

**6. ACTIVE AGENDA**

**A. Closed Record Public Hearing – Petition for Annexation & Rezone – Brett and Teresa Smith dba Quail Run Manufactured Home Park – 301 & 311 Hickory Road, Grandview, WA**

Mayor Mendoza opened the closed record public hearing to consider an annexation and rezone submitted by Brett and Teresa Smith dba Quail Run Manufactured Home Park for 301 and 311 Hickory Road, Grandview, Washington, by reading the public hearing procedure.

There was no one in the audience who objected to his participation as Mayor or any of the Councilmembers' participation in these proceedings. None of the Councilmembers had an interest in this issue nor did any stand to gain or lose any financial benefit as a result of the outcome of this hearing and all indicated they could hear and consider the issue in a fair and objective manner.

The purpose of the hearing was for the Council to review the record and consider the pertinent facts relating to this issue. No new public testimony was allowed.

City Clerk Palacios provided the following review of the record:

- The City received a Letter of Intent and Petition for Annexation and Rezone signed by the Brett and Teresa Smith dba Quail Run Manufactured Home Park requesting annexation of their properties to the City of Grandview. The petitioners elected to request annexation under the 60% petition method of annexation. The 60% petition method required signatures by owners of not less than 60% of the assessed value of the total property proposed for annexation. The petition contained sufficient signatures. The proposed annexation and rezone would include the following parcels: 301 Hickory Road, Parcel No. 230927-11428 consisting of 7.87 acres and 311 Hickory Road, Parcel No. 230927-11407 consisting of 1.99 acres.
- The petitioners requested the parcels be annexed with an M2 Manufactured Home Park zoning. The parcels were included in the City's Urban Growth Area and the Comprehensive Future Land Use Map designation was residential for Parcel No. 230927-11428 and low density residential for Parcel No. 230927-11407.
- At the December 11, 2018 City Council meeting, Council approved Resolution No. 2018-48 accepting a request from Brett & Teresa Smith dba Quail Run Manufactured Home Park for annexation of Parcel Nos. 230927-11428 and 230927-11407 located at 301 & 311 Hickory Road, Grandview, Yakima County, Washington and directed staff to present the Petition for Annexation to the Hearing Examiner for a public hearing.
- On February 6, 2019, a public hearing was held before the Hearing Examiner to receive comments on the proposed annexation and rezone. A copy of the Hearing Examiner's Recommendation was presented.

Council requested clarification of the record as follows (*transcribed verbatim*):

*Councilmember Brewer – I have a question.*

*Mayor Mendoza – Councilmember Brewer.*

*Councilmember Brewer – Because I'm not an attorney or real estate salesman. Can you tell me is this the time or will we ever have an opportunity to gain a right-of-way within the property for future use?*

*City Administrator Arteaga – Right-of-way for . . .*

*Councilmember Brewer – Well for anything, sewer, water, fire hydrants.*

*City Administrator Arteaga – Well I think right now you're, you're annexing or annexing it in. Once they go to develop it, then you will be approving the development of that project and at that time that will show the street infrastructure, it will show the water and sewer infrastructure, the location of valves, hydrants and that would be at a time that you would approve that. This one here you're just approving the annexation.*

*Councilmember Brewer – So in other words, if we didn't come to an agreement at that time like you say, do we have the option of rezoning it again or making it mandatory. I'm not sure, we have two attorneys here.*

*Councilmember Everett – Okay, are you asking rezoning or annexation. Because we're annexing, we would approve annexation.*

*Councilmember Brewer – Would it make any difference?*

*City Clerk Palacios – You're approving the annexation and you're also approving the zoning that's coming in with that.*

*Councilmember Everett – The zoning in that, but you can, after it's annexed, you can change the zoning. So those are two different things. Do you agree?*

*City Clerk Palacios – But it would be.*

*City Attorney Plant – Yeah.*

*Councilmember Brewer – To just make it simple, is there anyway for us to make sure that we have a right-of-way in the future if we need it, after we . . .*

*Councilmember Everett – It would be by when we went, when they came in with a project.*

*City Administrator Arteaga – When the next step comes in that's when, cause right now you're just adopting this property and rezoning this property, but it's just land. Okay, so now when they come back on their next round and they say were going to build here, here and here. This road is going loop through here, that's when you're going to be dealing with that.*

*Councilmember Brewer – We will be free to do that, there's any restrictions.*

*City Administrator Arteaga – Correct.*

*City Attorney Plant – I think as a sort of a big proposition, the City has the power of eminent domain. The City if it determines and whenever it determines that it needs to acquire property for*

*a specific use has the power to go in and you start the negotiation process, but you have this threat that we have the power to go to court and take your property if we need to. I think what Cus is saying is that we don't have a project and we don't even know what they're going to do with the property. Once we know what they're going to do with the property, we will be able to make an informed decision about that the City might reasonably need in the future and how they're development would affect what the City needs and that's when it's the time to kind of make those decisions.*

*Councilmember Brewer – So in other words, we can't make an addendum to this saying that we reserve the right for a right-of-way if necessary.*

*City Attorney Plant – You can't conditionally annex or attach a condition to the annexation. All we're doing is saying that this real property is now in the City of Grandview.*

*Councilmember Brewer – But we can though in the future. That's my question.*

*Councilmember McDonald – When we do the plans.*

*City Attorney Plant – I think, I guess the point is that this process is just has nothing to do with us acquiring right-of-way. There is no cross connection between them.*

*Councilmember Brewer – Well will we have an opportunity to do.*

*City Attorney Plant – We always do, even if it's not in the City, even if it's not in the City limits.*

*Mayor Mendoza – Councilmember McDonald.*

*Councilmember McDonald – I just have a question. They requested that all of it be classified as an M2, but the proposed action is for one of them to be single family residential.*

*City Clerk Palacios – That's, that's because in our future, so the properties are in County right now and every five years we determine what area we see coming into the City within the next five years and we put a zoning classification on it, a very broad zoning classification. So the one was zoning residential and then the other one was zoning low density residential and so as it comes into the City, it's going to come the one parcel with the lower density residential can't come in as a manufactured home park. They will go through that process the next step to just designate that one little parcel. So, it's coming in as residential, but it's not coming in as manufactured home park.*

*Councilmember McDonald – But they should be able to make it, so if they want to make that all manufactured home park.*

*City Clerk Palacios – Correct, yeah, yeah.*

*Councilmember McDonald – Okay, alright.*

*Mayor Mendoza – Cus, did you want to say something?*

*City Administrator Arteaga – Yeah, I do. Just to follow-up on Councilmember Brewer's question. The property that they own which is a mobile home court that has been developed, that's where that transmission line main, that goes through that older section, so the easement for that pipe was put in place back in the 60's way before this was developed into a court. The section that they're bringing in, we don't have anything that we could honestly say we need to have an easement through here in order to justify to establish a right-of-way or an easement just to establish one so I think once the development plan comes in, that will address the width of roads, that will address the pipes, the sewer lines and all the infrastructure that we'll need to make sure is appropriate for the construction of that additional addition.*

*Councilmember Brewer – So you're saying this only option is just to up or down approve the plat.*

Following review of the record concerning this issue, Mayor Mendoza advised that the subject was open for decision.

On motion by Councilmember Souders, second by Councilmember Moore, Council accepted the Hearing Examiner's conclusions and recommendation that the Petition for Annexation submitted by Brett and Teresa Smith dba Quail Run Manufactured Home Park be approved with MR Manufactured Home Park District zoning for the 7.87 acre Parcel No. 230927-11428 at 301 Hickory Road and with R-1 Single Family Residential District zoning for the 1.99 acre Parcel No. 230927-11407 at 311 Hickory Road.

- B. Resolution No. 2019-10 authorizing the petition to annex properties known as the Brett and Teresa Smith dba Quail Run Manufactured Home Park that is contiguous to the City of Grandview and providing for transmittal of said petition to the Yakima County Boundary Review Board for a 45-day review prior to taking final action

On motion by Councilmember Souders, second by Councilmember Moore, Council approved Resolution No. 2019-10 authorizing the petition to annex properties known as the Brett and Teresa Smith dba Quail Run Manufactured Home Park that is contiguous to the City of Grandview and providing for transmittal of said petition to the Yakima County Boundary Review Board for a 45-day review prior to taking final action.

- C. Wine Country Road Grind and Overlay

This item was previously discussed at the March 12, 2019 C.O.W. meeting.

On motion by Councilmember Jennings, second by Councilmember Souders, Council authorized staff to prepare bid specifications and advertise the asphalt grind/overlay of Wine Country Road from I-82 north to East Stover Road.

- D. Resolution No. 2019-11 authorizing the Mayor to sign the Community Development Block Grant (CDBG) Program General Purpose Grant Contract No.18-62210-024 with the Washington State Department of Commerce for the Sanitary Sewer Trunk Main Replacement

This item was previously discussed at the March 12, 2019 C.O.W. meeting.

On motion by Councilmember Everett, second by Councilmember Moore, Council approved Resolution No. 2019-11 authorizing the Mayor to sign the Community Development Block Grant (CDBG) Program General Purpose Grant Contract No.18-62210-024 with the Washington State Department of Commerce for the Sanitary Sewer Trunk Main Replacement.

7. **UNFINISHED AND NEW BUSINESS** – None

8. **CITY ADMINISTRATOR AND/OR STAFF REPORTS**

Industrial Managers Meeting – City Administrator Arteaga reported that the annual Industrial Managers meeting was scheduled for March 20<sup>th</sup> at Molcajetes Restaurant. Topics of discussion would include: WWTP permit compliance, sanitary sewer main trunk replacement project, WWTP capacity analysis, WWTP groundwater investigation, impacts to industrial wastewater rates.

9. **MAYOR & COUNCILMEMBER REPORTS**

People For People March for Meals – The Council agreed to help serve meals to area senior citizens at the Community Center on March 28<sup>th</sup> at 11 am.

Department Head Meeting – Mayor Mendoza reported that she attended the semi-monthly Department Head meeting today.

10. **ADJOURNMENT**

On motion by Councilmember Moore, second by Councilmember McDonald, Council adjourned the regular meeting at 7:40 p.m.

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Mayor Gloria Mendoza

---

Anita Palacios, City Clerk





**CITY OF GRANDVIEW  
NOTICE OF CITY COUNCIL VACANCY**

The Grandview City Council is accepting Declarations of Interest from qualified persons to be considered for appointment to fill a vacancy on the City Council. Eligibility requirements are that the person must be a registered voter and a resident of the City of Grandview for at least one year.

Declarations of Interest are available at City Hall, 207 West Second Street, phone (509) 882-9200, email [anitap@grandview.wa.us](mailto:anitap@grandview.wa.us) or on the City's website [www.grandview.wa.us](http://www.grandview.wa.us). The deadline for submitting the declaration and resume is Monday, March 18, 2019 by 5:00 p.m.

Qualified persons will be provided three minutes to address the City Council at their regular meeting on Tuesday, March 26, 2019 at 7:00 p.m., in the Council Chambers at City Hall, 207 West Second Street, Grandview, WA.

**PUBLICATION:** Grandview Herald – March 6 & 13  
Daily Sun News – March 6 & 13  
City of Grandview Facebook Page



207 W. 2nd Street • Grandview, Washington 98930 • Tel: (509) 882-9200 • Fax: (509) 882-3099 • [www.grandview.wa.us](http://www.grandview.wa.us)

March 8, 2019

David S. Diaz  
1902 Young Street  
Grandview, WA 98930

RE: City Council Vacancy

Thank you for your Declaration of Interest in being considered for appointment to fill the vacancy on the Grandview City Council. The Council will be considering all applications at their regular meeting on Tuesday, March 26, 2019 at 7:00 p.m. At that time, you will be given three minutes to address the Council regarding your application and qualifications.

Thank you for your interest in this position.

Sincerely,

CITY OF GRANDVIEW

Anita G. Palacios, MMC  
City Clerk

AGP



Please return completed application to:  
City Clerk, City of Grandview  
207 West Second Street  
Grandview, WA 98930  
PH: (509) 882-9200  
FAX: (509) 882-3099  
[www.grandview.wa.us](http://www.grandview.wa.us)

### DECLARATION OF INTEREST

I wish to be of service to our Community and request your consideration for appointment to the Grandview City Council

NAME: David S. Diaz  
ADDRESS: 1902 Young Street  
CITY, STATE, ZIP: Grandview, WA 98930  
PHONE: 509-882-3767 (home) Cell: 840-4132 (work)  
E-MAIL: dsdiaz9@hotmail.com  
EMPLOYER/OCCUPATION: Teacher / Retired

Are you a resident of the City of Grandview? yes  
Are you a registered voter? yes  
Length of residence in the City of Grandview? 1955 - Current

Please provide a resume including job experience, education, skills, hobbies, and special areas of interest. Also include community activities you participated in during the past five years, and any citizen boards or commissions you have served on.

What challenges, issues or concerns do you see facing the City Council and how would you propose they be addressed? (Use extra pages if necessary.)

Signature of Applicant: David S. Diaz

Date: 1/15/19

The City thanks you for your interest in volunteering your time to serve the citizens of Grandview.

**Grandview has always been a welcoming community. I remember looking over the Horse Heaven Hills as we drove back from Texas in my younger years and seeing the valley with all its wonders. Grandview and the Charvet farm were always the Diaz family destination. So you can say, I grew up in a hop farm. I have seen Grandview improve through the years. I remember when the downtown was vibrant with businesses.**

**There have been lots of improvements through the years, etc. new housing developments, health and doctor services, industries and many more. Grandview is still a pleasant community to live in and a place where you would want to raise a family. The downtown business is an area that I see of concern. I realize that there are no easy answers. Commercial businesses are leaving communities across our valley, state and country. At the same time, some local communities have succeeded in keeping their downtown active. As a retired educator and Grandview resident, I want to give back to the community that I remember.**

### **Employment History**

**1971-1974-----Farm Workers Clinic:  
Health/Social Worker**

**1976-1978-----Northwest Rural Opportunities:  
Child Development Instructor**

**1978-2015-----Sunnyside School District:  
Education**

**Adult Education Instructor: Yakima Valley College, Grandview School District, Farm Workers Clinic**

## **Education**

### **Early Education**

- Monte Alto, Texas/Grandview, Washington

### **High School Education 1969**

- Diploma from Grandview High School

### **Community College 1971-1973**

- Yakima Valley Community College

### **Central Washington College 1974-1976**

- Degree: Bachelor of Arts in Education

### **Heritage University 1987-1989**

- Degree: Master of Education

### **Skills, Hobbies and Other Interests**

- 1990: Worked for Grandview doing city census
- Officer in the Grandview Latin American Organization (defunct)
- Active in Knights of Columbus, Catholic Men Fraternity
- Sunnyside Education Association
- Building Representative
- Contract Negotiations
- Served as President/Vice President
- Strategic planning
- Landscaping my own backyard
- Reading: All genres
- Music: All genres
- Current event



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March 8, 2019

Joseph Jensen  
916 West Fifth Street  
Grandview, WA 98930

RE: City Council Vacancy

Thank you for your Declaration of Interest in being considered for appointment to fill the vacancy on the Grandview City Council. The Council will be considering all applications at their regular meeting on Tuesday, March 26, 2019 at 7:00 p.m. At that time, you will be given three minutes to address the Council regarding your application and qualifications.

Thank you for your interest in this position.

Sincerely,

CITY OF GRANDVIEW

  
Anita G. Palacios, MMC  
City Clerk

AGP



Please return completed application to:  
City Clerk, City of Grandview  
207 West Second Street  
Grandview, WA 98930  
PH: (509) 882-9200  
FAX: (509) 882-3099  
www.grandview.wa.us

### DECLARATION OF INTEREST

I wish to be of service to our Community and request your consideration for appointment to the Grandview City Council

NAME: Joseph (Joe) Jensen  
ADDRESS: 916 W 5<sup>th</sup> St.  
CITY, STATE, ZIP: Grandview, WA 98930  
PHONE: (509) 830-3599 (home) same (work)  
E-MAIL: joeandelizabeth@outlook.com  
EMPLOYER/OCCUPATION: homemaker

Are you a resident of the City of Grandview? yes  
Are you a registered voter? yes  
Length of residence in the City of Grandview? 8 years

Please provide a resume including job experience, education, skills, hobbies, and special areas of interest. Also include community activities you participated in during the past five years, and any citizen boards or commissions you have served on.

What challenges, issues or concerns do you see facing the City Council and how would you propose they be addressed? (Use extra pages if necessary.)

My concern is people don't know who their city councilmen are. Obviously, increasing community involvement is challenging, however more outreach could be done. For example, the council could hold 'meet your neighborhood' gatherings in different parts of the city at different times of year. Additionally we could have more celebratory events - bringing in local businesses and school groups as part of these events. Timing of these events could also be coordinated to build momentum. For instance, the 'meet your neighborhood' gatherings could take place the month prior to the Rose Garden work party, so community members can be personally invited/made aware of the event.

Signature of Applicant: [Signature]

Date: 1-10-19

The City thanks you for your interest in volunteering your time to serve the citizens of Grandview.



**Joe Jensen**

916 W 5<sup>th</sup> St., Grandview

(509)830-3599

**Education:**

Sandpoint High School, Sandpoint, ID

High School Diploma, 1998

**Occupation:**

Homemaker – 2 children & wife

2003-current

**Citizen Boards:**

Grandview Beautification Commission, Chairman

2014-current

**Community Activities:**

Rose Garden Work Party

Arbor Day Tree Planting

City of Grandview Clean Up Day



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March 8, 2019

Jonathan M. Sanchez  
201 Cedar Street  
Grandview, WA 98930

RE: City Council Vacancy

Thank you for your Declaration of Interest in being considered for appointment to fill the vacancy on the Grandview City Council. The Council will be considering all applications at their regular meeting on Tuesday, March 26, 2019 at 7:00 p.m. At that time, you will be given three minutes to address the Council regarding your application and qualifications.

Thank you for your interest in this position.

Sincerely,

CITY OF GRANDVIEW

  
Anita G. Palacios, MMC  
City Clerk

AGP



Please return completed application to:  
City Clerk, City of Grandview  
207 West Second Street  
Grandview, WA 98930  
PH: (509) 882-9200  
FAX: (509) 882-3099  
www.grandview.wa.us

### DECLARATION OF INTEREST

I wish to be of service to our Community and request your consideration for appointment to the Grandview City Council

NAME: Jonathan M. Sanchez  
ADDRESS: 201 Cedar St  
CITY, STATE, ZIP: Grandview WA 98930  
PHONE: 509-778-2586 (home) (work)  
E-MAIL: Jonathan.sanchez@yahoo.com  
EMPLOYER/OCCUPATION: Dollar Tree

Are you a resident of the City of Grandview? yes  
Are you a registered voter? yes  
Length of residence in the City of Grandview? 9 years

Please provide a resume including job experience, education, skills, hobbies, and special areas of interest. Also include community activities you participated in during the past five years, and any citizen boards or commissions you have served on.

What challenges, issues or concerns do you see facing the City Council and how would you propose they be addressed? (Use extra pages if necessary.)

Connections between local community and local  
Government has diminished in the past several years.  
The town's youth are having increased "run-ins" with the  
law. I believe there is a major issue there that should be  
addressed, not only for the individuals themselves, but  
for our community as a whole. There are many ways  
to rebuild those connections that will, in turn,  
Reduce teen apprehension.

Signature of Applicant: Jonathan Sanchez

Date: 2/27/19

The City thanks you for your interest in volunteering your time to serve the citizens of Grandview.

# Jonathan Sánchez

A friendly, community oriented individual seeking work in customer service.

201 Cedar St.  
Grandview, WA 98930  
(509) 778-2586  
Jonathansanchez@yahoo.com

## EXPERIENCE

### **Eli and Kathy's, Grandview — Cook**

February 2018 – April 2018

Cook, clean, heavy lifting

### **Child Evangelism Fellowship, Yakima — Youth Leader**

2017 – Summer 2018

Consisted of teaching the Bible to members of the community and interacting with them.

### **Dollar Tree, Grandview — Stocker**

October 2018 – Present

Consisted of unloading semi-trucks, loading carts and stocking Merchandise.

## VOLUNTEER WORK:

After school program teacher (GOOD NEWS CLUB)  
2011 – Present

Helped build sign at Legion Park  
2012

Taught in an art class in Grandview's alternative high school  
2016

Involved in school reading programs  
2014–2018

Volunteered in the "Story Barn" at the Washington Central State Fair  
2017–2018

## EDUCATION:

### **James Madison, Online**

September 2017 - Present

General Education Degree

In progress

## SKILLS

Computer Maintenance

Heavy Lifting

Customer Oriented

Strong Leadership

Adaptability

Time Management

Responsible

Organization

Communicative

## REFERENCES

Judy Foster  
(509)949-1827

Al Blossey  
(360)535-9596

Penny Palmer  
(360)689-3112

**RESOLUTION NO. 2019-12**

**A RESOLUTION OF THE CITY OF GRANDVIEW, WASHINGTON,  
AUTHORIZING THE MAYOR TO SIGN AN OPTION AND STRUCTURE LEASE  
AGREEMENT BETWEEN THE CITY OF GRANDVIEW AND  
NEW CINGULAR WIRELESS PCS, LLC**

**WHEREAS**, the City of Grandview owns real property and a water tower located at King Street and Velma Avenue, known as Tower Park; and

**WHEREAS**, New Cingular Wireless PCS, LLC has proposed leasing a portion of the property in connection with its federal licensed communications business; and

**WHEREAS**, the City Council determines that the proposed use is appropriate and compatible with the Public Facility district pursuant to GMC 17.56.020(F); and

**WHEREAS**, the City Council finds that it is in the best interest of the City to lease a portion of said property to New Cingular Wireless PCS, LLC,

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF GRANDVIEW, WASHINGTON, RESOLVES AS FOLLOWS:**

The Mayor is hereby authorized to take all necessary and appropriate steps to lease said property in accordance with applicable federal, state and local law, including executing all documents necessary to lease said property, for and on behalf of the City of Grandview, Washington.

**PASSED** by the **CITY COUNCIL** and **APPROVED** by the **MAYOR** at its regular meeting on March 26, 2019.

**MAYOR**

\_\_\_\_\_  
**ATTEST:**

\_\_\_\_\_  
**CITY CLERK**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
**CITY ATTORNEY**

Market: PNW  
Cell Site Number: YA4769  
Cell Site Name: Grandview  
Fixed Asset Number: 10552683

## OPTION AND STRUCTURE LEASE AGREEMENT

THIS OPTION AND STRUCTURE LEASE AGREEMENT ("Agreement"), dated as of the latter of the signature dates below (the "Effective Date"), is entered into by The City of Grandview, a municipal corporation, having a mailing address of 207 West Second Street, Grandview, WA ("Landlord") and New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address of 575 Morosgo Drive NE, Atlanta, GA 30324 ("Tenant").

### BACKGROUND

Landlord owns or controls that certain plot, parcel or tract of land, as described on **Exhibit 1**, improved with a structure (the "Structure"), together with all rights and privileges arising in connection therewith, located at 1208 King Street, Grandview, in the County of Yakima, State of Washington (collectively, the "Property"). Tenant desires to use a portion of the Property in connection with its federally licensed communications business. Landlord desires to grant to Tenant the right to use a portion of the Property in accordance with this Agreement.

The parties agree as follows:

#### 1. OPTION TO LEASE.

(a) Landlord grants to Tenant an option (the "Option") to lease a portion of the Property consisting of:

(i) approximately 600 square feet including the air space above such rooftop/basement/ground space, as described on attached **Exhibit 1**, for the placement of Tenant's Communication Facility;

(ii) space for any structural steel or other improvements to support Tenant's equipment (collectively, the space referenced in (i) and (ii) is the "Equipment Space");

(iii) that certain space on the water tank and/or railing, as generally depicted on **Exhibit 1** annexed hereto and made a part hereof, where Tenant shall have the right to install its antennas and other equipment (collectively, the "Antenna Space"); and

(iv) those certain areas where Tenant's conduits, wires, cables, cable trays and other necessary connections are located between the Equipment Space and the Antenna Space, and between the Equipment Space and the electric power, telephone, and fuel sources for the Property (hereinafter collectively referred to as the "Connection Space"). Landlord agrees that Tenant shall have the right to install connections between Tenant's equipment in the Equipment Space and Antenna Space; and between Tenant's equipment in the Equipment Space and the electric power, telephone, and fuel sources for the Property, and any other improvements. Landlord further agrees that Tenant shall have the right to install, replace and maintain utility lines, wires, poles, cables, conduits, pipes and other necessary connections over or along any right-of-way extending from the aforementioned public right-of-way to the Premises. Notwithstanding the foregoing, Tenant, to the extent feasible, shall locate all lines, wires, conduits and cables on existing poles extending from the roadway into Landlord's Property. The Equipment Space, Antenna Space, and Connection Space, are hereinafter collectively referred to as the "Premises."

(b) During the Option Term, and during the term of this Agreement, Tenant and its agents, engineers, surveyors and other representatives will have the right to enter upon the Property to inspect, examine, conduct soil borings, drainage testing, material sampling, radio frequency testing and other geological or engineering tests or studies of the Property (collectively, the "Tests"), to apply for and obtain licenses, permits,

approvals, or other relief required of or deemed necessary or appropriate at Tenant's sole discretion for its use of the Premises and include, without limitation, applications for zoning variances, zoning ordinances, amendments, special use permits, and construction permits (collectively, the "**Government Approvals**"), initiate the ordering and/or scheduling of necessary utilities, and otherwise to do those things on or off the Property that, in the opinion of Tenant, are necessary in Tenant's sole discretion to determine the physical condition of the Property, the environmental history of the Property, Landlord's title to the Property and the feasibility or suitability of the Property for Tenant's Permitted Use, all at Tenant's expense. Tenant will not be liable to Landlord or any third party on account of any pre-existing defect or condition on or with respect to the Property, whether or not such defect or condition is disclosed by Tenant's inspection. Tenant will restore the Property to its condition as it existed at the commencement of the Option Term, reasonable wear and tear and loss by casualty or other causes beyond Tenant's control excepted.

(c) In consideration of Landlord granting Tenant the Option, Tenant agrees to pay Landlord the sum of Seven Hundred Fifty and No/100 Dollars (\$750.00) within thirty (30) business days of the Effective Date. The Option will be for a term of six (6) months commencing on the Effective Date (the "**Option Term**").

(d) The Option may be sold, assigned or transferred at any time by Tenant to an Affiliate of Tenant or to any third party agreeing to be subject to the terms hereof. Otherwise, the Option may not be sold, assigned or transferred without the written consent of Landlord, such consent not to be unreasonably withheld, conditioned or delayed. From and after the date the Option has been sold, assigned or transferred by Tenant to an Affiliate or a third party agreeing to be subject to the terms hereof, Tenant shall immediately be released from any and all liability under this Agreement, including the payment of any rental or other sums due, without any further action.

(e) During the Option Term, Tenant may exercise the Option by notifying Landlord in writing. If Tenant exercises the Option, then Landlord leases the Premises to Tenant subject to the terms and conditions of this Agreement. If Tenant does not exercise the Option Term, this Agreement will terminate and the parties will have no further liability to each other.

(f) If during the term of this Agreement the Option is exercised, Landlord decides to subdivide, sell, or change the status of the zoning of the Premises, Property or any of Landlord's contiguous, adjoining or surrounding property (the "**Surrounding Property**," which includes without limitation the remainder of the Structure) or in the event of foreclosure, Landlord shall immediately notify Tenant in writing. Landlord agrees that during the Option Term, or during the Term of this Agreement if the Option is exercised, Landlord shall not initiate or consent to any change in the zoning of the Premises, Property or Surrounding Property or impose or consent to any other use or restriction that would prevent or limit Tenant from using the Premises for the Permitted Use. Any and all terms and conditions of this Agreement that by their sense and context are intended to be applicable during the Option Term shall be so applicable.

2. **PERMITTED USE.** Tenant may use the Premises for the transmission and reception of communications signals and the installation, construction, maintenance, operation, repair, replacement and upgrade of its communication fixtures and related equipment, cables, accessories and improvements, which may include a suitable support structure, associated antennas, I beams, equipment shelters or cabinets and fencing and any other items necessary to the successful and secure use of the Premises (collectively, the "**Communication Facility**"), as well as the right to test, survey and review title on the Property; Tenant further has the right, but not the obligation, to add, modify and/or replace equipment in order to be in compliance with any current or future federal, state or local mandated application, including, but not limited to, emergency 911 communication services, at no additional cost to Tenant or Landlord (collectively, the "**Permitted Use**"). Landlord and Tenant agree that any portion of the Communication Facility that may be conceptually described on **Exhibit 1** will not be deemed to limit Tenant's Permitted Use. If **Exhibit 1** includes drawings of the initial installation of the Communication Facility, Landlord's execution of this Agreement will signify Landlord's approval of **Exhibit 1**. For a period of ninety (90) days following the start of construction, Landlord grants Tenant, its subtenants, licensees and sublicensees, the right to use such portions of Landlord's contiguous, adjoining or Surrounding Property as described in **Exhibit 1** as may reasonably be required during construction and installation of the Communication Facility. Tenant has the right to install and operate



transmission cables from the equipment shelter or cabinet to the antennas, electric lines from the main feed to the equipment shelter or cabinet and communication lines from the Property's main entry point to the equipment shelter or cabinet, and to make other improvements, alterations, upgrades or additions appropriate for Tenant's Permitted Use, including the right to construct a fence around the Premises and undertake any other appropriate means to secure the Premises at the Tenant's expense. Tenant has the right to modify, supplement, replace, upgrade, expand the equipment, increase the number of antennas or relocate the Communication Facility at any time during the term of this Agreement. Tenant will be allowed to make such alterations to the Property in order to ensure that Tenant's Communication Facility complies with all applicable federal, state or local laws, rules or regulations. In the event Tenant desires to modify or upgrade the Communication Facility, in a manner that requires an additional portion of the Property (the "Additional Premises") for such modification or upgrade, Landlord agrees to lease to Tenant the Additional Premises, upon the same terms and conditions set forth herein, except that the Rent shall increase, in conjunction with the lease of the Additional Premises by the amount equivalent to the then-current per square foot rental rate charged by Landlord to Tenant times the square footage of the Additional Premises. Landlord agrees to take such actions and enter into and deliver to Tenant such documents as Tenant reasonably requests in order to effect and memorialize the lease of the Additional Premises to Tenant.

3. **TERM.**

(a) The initial lease term will be five (5) years ("Initial Term"), commencing on the effective date of written notification by Tenant to Landlord of Tenant's exercise of the Option (the "Term Commencement Date"). The Initial Term will terminate on the fifth (5<sup>th</sup>) anniversary of the Term Commencement Date.

(b) This Agreement will automatically renew for four (4) additional five (5) year term(s) (each five (5) year term shall be defined as an "Extension Term"), upon the same terms and conditions unless (a) Tenant notifies Landlord in writing of Tenant's intention not to renew this Agreement at least sixty (60) days prior to the expiration of the existing Term, or (b) Landlord notifies Tenant in writing of Landlord's intention not to renew this Agreement at least one-hundred-eighty (180) days prior to the expiration of the second or any subsequent Extension Term.

(c) Unless (i) Landlord or Tenant notifies the other in writing of its intention to terminate this Agreement at least six (6) months prior to the expiration of the final Extension Term, or (ii) the Agreement is terminated as otherwise permitted by this Agreement prior to the end of the final Extension Term, then upon the expiration of the final Extension Term this Agreement shall continue in force upon the same covenants, terms and conditions for a further term of one (1) year, and for annual terms thereafter ("Annual Term") until terminated by either party by giving to the other written notice of its intention to so terminate at least six (6) months prior to the end of any such Annual Term. Monthly rental during such annual terms shall be equal to the Rent paid for the last month of the final Extension Term. If Tenant remains in possession of the Premises after the termination of this Agreement then Tenant will be deemed to be occupying the Premises on a month-to-month basis (the "Holdover Term"), subject to the terms and conditions of this Agreement.

(d) The Initial Term, any Extension Terms, any Annual Terms and the Holdover Term are collectively referred to as the Term (the "Term").

4. **RENT.**

(a) Commencing on the first day of the month following the date that Tenant commences construction (the "Rent Commencement Date"), Tenant will pay Landlord on or before the fifth (5<sup>th</sup>) day of each calendar month in advance One Thousand Five Hundred and No/100 Dollars (\$1,500.00) (the "Rent"), at the address set forth above. In any partial month occurring after the Rent Commencement Date, Rent will be prorated. The initial Rent payment will be forwarded by Tenant to Landlord within forty-five (45) days after the Rent Commencement Date.

(b) In year one (1) of each Extension Term, the monthly Rent will increase by ten percent (10%) over the Rent paid during the previous five (5) year term.

(c) All charges payable under this Agreement such as utilities and taxes shall be billed by Landlord within one (1) year from the end of the calendar year in which the charges were incurred; any charges beyond such period shall not be billed by Landlord, and shall not be payable by Tenant. The foregoing shall

not apply to monthly Rent which is due and payable without a requirement that it be billed by Landlord. The provisions of this subsection shall survive the termination or expiration of this Agreement.

**5. APPROVALS.**

(a) Landlord agrees that Tenant's ability to use the Premises is contingent upon the suitability of the Premises and Property for Tenant's Permitted Use and Tenant's ability to obtain and maintain all Government Approvals. Landlord authorizes Tenant to prepare, execute and file all required applications to obtain Government Approvals for Tenant's Permitted Use under this Agreement and agrees to reasonably assist Tenant with such applications and with obtaining and maintaining the Government Approvals.

(b) Tenant has the right to obtain a title report or commitment for a leasehold title policy from a title insurance company of its choice and to have the Property surveyed by a surveyor of its choice.

(c) Tenant may also perform and obtain, at Tenant's sole cost and expense, soil borings, percolation tests, engineering procedures, environmental investigation or other tests or reports on, over, and under the Property, necessary to determine if Tenant's use of the Premises will be compatible with Tenant's engineering specifications, system, design, operations or Government Approvals.

**6. TERMINATION.** This Agreement may be terminated, without penalty or further liability, as follows:

(a) by either party on thirty (30) days prior written notice, if the other party remains in default under Section 15 of this Agreement after the applicable cure periods;

(b) by Tenant upon written notice to Landlord, if Tenant is unable to obtain, or maintain, any required approval(s) or the issuance of a license or permit by any agency, board, court or other governmental authority necessary for the construction or operation of the Communication Facility as now or hereafter intended by Tenant; or if Tenant determines, in its sole discretion that the cost of or delay in obtaining or retaining the same is commercially unreasonable;

(c) by Tenant, upon written notice to Landlord, if Tenant determines, in its sole discretion, due to the title report results or survey results, that the condition of the Premises is unsatisfactory for its intended uses;

(d) by Tenant upon written notice to Landlord for any reason or no reason, at any time prior to commencement of construction by Tenant; or

(e) by Tenant upon sixty (60) days' prior written notice to Landlord for any reason or no reason, so long as Tenant pays Landlord a termination fee equal to three (3) months' Rent, at the then-current rate, provided, however, that no such termination fee will be payable on account of the termination of this Agreement by Tenant under any termination provision contained in any other Section of this Agreement including the following: 5 Approvals, 6(a) Termination, 6(b) Termination, 6(c) Termination, 6(d) Termination, 11(d) Environmental, 18 Condemnation or 19 Casualty.

**7. INSURANCE.**

(a) During the Term, Tenant will carry, at its own cost and expense, the following insurance: (i) workers' compensation insurance as required by law; and (ii) commercial general liability (CGL) insurance with respect to its activities on the Property, such insurance to afford protection of up to Three Million Dollars (\$3,000,000) per occurrence and Six Million Dollars (\$6,000,000) general aggregate, based on Insurance Services Office (ISO) Form CG 00 01 or a substitute form providing substantially equivalent coverage. Tenant's CGL insurance shall contain a provision including Landlord as an additional insured. Such additional insured coverage:

(i) shall be limited to bodily injury, property damage or personal and advertising injury caused, in whole or in part, by Tenant, its employees, agents or independent contractors;

(ii) shall not extend to claims for punitive or exemplary damages arising out of the acts or omissions of Landlord, its employees, agents or independent contractors or where such coverage is prohibited by law or to claims arising out of the gross negligence of Landlord, its employees, agents or independent contractors; and

(iii) shall not exceed Tenant's indemnification obligation under this Agreement, if any.

(b) Notwithstanding the foregoing, Tenant shall have the right to self-insure the coverages required in subsection (a). In the event Tenant elects to self-insure its obligation to include Landlord as an additional insured, the following provisions shall apply (in addition to those set forth in subsection (a)):

(i) Landlord shall promptly and no later than thirty (30) days after notice thereof provide Tenant with written notice of any claim, demand, lawsuit, or the like for which it seeks coverage pursuant to this Section and provide Tenant with copies of any demands, notices, summonses, or legal papers received in connection with such claim, demand, lawsuit, or the like;

(ii) Landlord shall not settle any such claim, demand, lawsuit, or the like without the prior written consent of Tenant; and

(iii) Landlord shall fully cooperate with Tenant in the defense of the claim, demand, lawsuit, or the like.

## **8. INTERFERENCE.**

(a) Prior to or concurrent with the execution of this Agreement, Landlord has provided or will provide Tenant with a list of radio frequency user(s) and frequencies used on the Property as of the Effective Date. Tenant warrants that its use of the Premises will not interfere with those existing radio frequency uses on the Property, as long as those existing radio frequency user(s) operate and continue to operate within their respective frequencies and in accordance with all applicable laws and regulations.

(b) Landlord will not grant, after the date of this Agreement, a lease, license or any other right to any third party, if the exercise of such grant will adversely affect or interfere with the Communication Facility, the operations of Tenant or the rights of Tenant under this Agreement. Landlord will notify Tenant in writing prior to granting any third party the right to install and operate communications equipment on the Property.

(c) Landlord will not, nor will Landlord permit its employees, tenants, licensees, invitees, agents or independent contractors to interfere in any way with the Communication Facility, the operations of Tenant or the rights of Tenant under this Agreement. Landlord will cause such interference to cease within twenty-four (24) hours after receipt of notice of interference from Tenant. In the event any such interference does not cease within the aforementioned cure period, Landlord shall cease all operations which are suspected of causing interference (except for intermittent testing to determine the cause of such interference) until the interference has been corrected.

(d) For the purposes of this Agreement, "interference" may include, but is not limited to, any use on the Property or Surrounding Property that causes electronic or physical obstruction with, or degradation of, the communications signals from the Communication Facility.

## **9. INDEMNIFICATION.**

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

(b) Landlord agrees to indemnify, defend and hold Tenant harmless from and against any and all injury, loss, damage or liability (or any claims in respect of the foregoing), costs or expenses (including reasonable attorneys' fees and court costs) arising directly from the actions or failure to act of Landlord, its employees or agents, or Landlord's breach of any provision of this Agreement, except to the extent attributable to the negligent or intentional act or omission of Tenant, its employees, agents or independent contractors, provided that the Landlord has no obligation to indemnify the Tenant for general business, income or revenue losses that may be attributed by Tenant as arising from the actions or failure to act of Landlord, its employees or agents, or Landlord's breach of any provision of this Agreement

(c) The indemnified party: (i) shall promptly provide the indemnifying party with written notice of any claim, demand, lawsuit, or the like for which it seeks indemnification pursuant to this Section and provide the indemnifying party with copies of any demands, notices, summonses, or legal papers received in

connection with such claim, demand, lawsuit, or the like; (ii) shall not settle any such claim, demand, lawsuit, or the like without the prior written consent of the indemnifying party; and (iii) shall fully cooperate with the indemnifying party in the defense of the claim, demand, lawsuit, or the like. A delay in notice shall not relieve the indemnifying party of its indemnity obligation, except (1) to the extent the indemnifying party can show it was prejudiced by the delay; and (2) the indemnifying party shall not be liable for any settlement or litigation expenses incurred before the time when notice is given.

**10. WARRANTIES.**

(a) Tenant and Landlord each acknowledge and represent that it is duly organized, validly existing and in good standing and has the right, power and authority to enter into this Agreement and bind itself hereto through the party set forth as signatory for the party below.

(b) Landlord represents, warrants and agrees that: (i) Landlord solely owns the Property as a legal lot in fee simple, or controls the Property by lease or license and solely owns the structure; (ii) the Property is not and will not be encumbered by any liens, restrictions, mortgages, covenants, conditions, easements, leases, or any other agreements of record or not of record, which would adversely affect Tenant's Permitted Use and enjoyment of the Premises under this Agreement; (iii) as long as Tenant is not in default then Landlord grants to Tenant sole, actual, quiet and peaceful use, enjoyment and possession of the Premises without hindrance or ejection by any persons lawfully claiming under Landlord; (iv) Landlord's execution and performance of this Agreement will not violate any laws, ordinances, covenants or the provisions of any mortgage, lease or other agreement binding on Landlord; and (v) if the Property is or becomes encumbered by a deed to secure a debt, mortgage or other security interest, Landlord will provide promptly to Tenant a mutually agreeable subordination, non-disturbance and attornment agreement executed by Landlord and the holder of such security interest.

**11. ENVIRONMENTAL.**

(a) Landlord represents and warrants that, except as may be identified in **Exhibit 11** attached to this Agreement, (i) the Property, as of the date of this Agreement, is free of hazardous substances, including asbestos-containing materials and lead paint, and (ii) the Property has never been subject to any contamination or hazardous conditions resulting in any environmental investigation, inquiry or remediation. Landlord and Tenant agree that each will be responsible for compliance with any and all applicable governmental laws, rules, statutes, regulations, codes, ordinances, or principles of common law regulating or imposing standards of liability or standards of conduct with regard to protection of the environment or worker health and safety, as may now or at any time hereafter be in effect, to the extent such apply to that party's activity conducted in or on the Property.

(b) Landlord and Tenant agree to hold harmless and indemnify the other from, and to assume all duties, responsibilities, and liabilities at the sole cost and expense of the indemnifying party for, payment of penalties, sanctions, forfeitures, losses, costs or damages, and for responding to any action, notice, claim, order, summons, citation, directive, litigation, investigation or proceeding ("**Claims**") to the extent arising from that party's breach of its obligations or representations under Section 11(a). Landlord agrees to hold harmless and indemnify Tenant from, and to assume all duties, responsibilities and liabilities at the sole cost and expense of Landlord for, payment of penalties, sanctions, forfeitures, losses, costs or damages, and for responding to any Claims, to the extent arising from subsurface or other contamination of the Property with hazardous substances prior to the effective date of this Agreement or from such contamination caused by the acts or omission of Landlord during the Term. Tenant agrees to hold harmless and indemnify Landlord from, and to assume all duties, responsibilities and liabilities at the sole cost and expense of Tenant for, payment of penalties, sanctions, forfeitures, losses, costs or damages, and for responding to any Claims, to the extent arising from hazardous substances brought onto the Property by Tenant.

(c) The indemnifications of this Section 11 specifically include reasonable costs, expenses and fees incurred in connection with any investigation of Property conditions or any clean-up, remediation, removal or restoration work required by any governmental authority. The provisions of this Section 11 will survive the expiration or termination of this Agreement.

(d) In the event Tenant becomes aware of any hazardous substances on the Property, or any environmental, health or safety condition or matter relating to the Property that, in Tenant's sole determination, renders the condition of the Premises or Property unsuitable for Tenant's use, or if Tenant believes that the leasing or continued leasing of the Premises would expose Tenant to undue risks of liability to a government agency or third-party liability, Tenant will have the right, in addition to any other rights it may have at law or in equity, to terminate this Agreement upon written notice to Landlord.

**12. ACCESS.** At all times throughout the Term of this Agreement, and at no additional charge to Tenant, Tenant and its employees, agents, and subcontractors, will have twenty-four (24) hour per day, seven (7) day per week pedestrian and vehicular access ("Access") to and over the Property, from an open and improved public road to the Premises, for the installation, maintenance and operation of the Communication Facility and any utilities serving the Premises. As may be described more fully in **Exhibit 1**, Landlord grants to Tenant an easement for such Access and Landlord agrees to provide to Tenant such codes, keys and other instruments necessary for such Access at no additional cost to Tenant. Upon Tenant's request, Landlord will execute a separate recordable easement evidencing this right. Landlord shall execute a letter granting Tenant Access to the Property substantially in the form attached as **Exhibit 12**; upon Tenant's request, Landlord shall execute additional letters during the Term. Landlord acknowledges that in the event Tenant cannot obtain Access to the Premises, Tenant shall incur significant damage. If Landlord fails to provide the access granted by this Section 12, such failure shall be a default under this Agreement. In connection with such default, in addition to any other rights or remedies available to Tenant under this Agreement or at law or equity, Landlord shall pay Tenant, as liquidated damages and not as a penalty, \$500.00 per day in consideration of Tenant's damages until Landlord cures such default. Landlord and Tenant agree that Tenant's damages in the event of a denial of Access are difficult, if not impossible, to ascertain, and the liquidated damages set forth herein are a reasonable approximation of such damages.

**13. REMOVAL/RESTORATION.** All portions of the Communication Facility brought onto the Property by Tenant will be and remain Tenant's personal property and, at Tenant's option, may be removed by Tenant at any time during or after the Term. Landlord covenants and agrees that no part of the Communication Facility constructed, erected or placed on the Premises by Tenant will become, or be considered as being affixed to or a part of, the Property, it being the specific intention of Landlord that all improvements of every kind and nature constructed, erected or placed by Tenant on the Premises will be and remain the property of Tenant and may be removed by Tenant at any time during or after the Term. Tenant will repair any damage to the Property resulting from Tenant's removal activities. Any portions of the Communication Facility that Tenant does not remove within one hundred twenty (120) days after the later of the end of the Term and cessation of Tenant's operations at the Premises shall be deemed abandoned and owned by Landlord. Notwithstanding the foregoing, Tenant will not be responsible for the replacement of any trees, shrubs or other vegetation.

**14. MAINTENANCE/UTILITIES.**

(a) Tenant will keep and maintain the Premises in good condition, reasonable wear and tear and damage from the elements excepted. Landlord will maintain and repair the Property and access thereto, the Structure, and all areas of the Premises where Tenant does not have exclusive control, in good and tenantable condition, subject to reasonable wear and tear and damage from the elements. Landlord will be responsible for maintenance of landscaping on the Property, including any landscaping installed by Tenant as a condition of this Agreement or any required permit.

(b) Tenant will be responsible for paying on a monthly or quarterly basis all utilities charges for electricity, telephone service or any other utility used or consumed by Tenant on the Premises. In the event Tenant cannot secure its own metered electrical supply, Tenant will have the right, at its own cost and expense, to submeter from Landlord. When submetering is required under this Agreement, Landlord will read the meter and provide Tenant with an invoice and usage data on a monthly basis. Landlord agrees that it will not include a markup on the utility charges. Landlord further agrees to provide the usage data and invoice on forms

provided by Tenant and to send such forms to such address and/or agent designated by Tenant. Tenant will remit payment within forty-five (45) days of receipt of the usage data and required forms. As noted in Section 4(c) above, any utility fee recovery by Landlord is limited to a twelve (12) month period. If Tenant submeters electricity from Landlord, Landlord agrees to give Tenant at least twenty-four (24) hours advance notice of any planned interruptions of said electricity. Landlord acknowledges that Tenant provides a communication service which requires electrical power to operate and must operate twenty-four (24) hours per day, seven (7) days per week. If the interruption is for an extended period of time, in Tenant's reasonable determination, Landlord agrees to allow Tenant the right to bring in a temporary source of power for the duration of the interruption. Landlord will not be responsible for interference with, interruption of or failure, beyond the reasonable control of Landlord, of such services to be furnished or supplied by Landlord.

(c) Landlord hereby grants to any company providing utility or similar services, including electric power and telecommunications, to Tenant an easement over the Property, from an open and improved public road to the Premises, and upon the Premises, for the purpose of constructing, operating and maintaining such lines, wires, circuits, and conduits, associated equipment cabinets and such appurtenances thereto, as such companies may from time to time require in order to provide such services to the Premises. Upon Tenant's or the service company's request, Landlord will execute a separate recordable easement evidencing this grant, at no cost to Tenant or the service company.

**15. DEFAULT AND RIGHT TO CURE.**

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

(b) The following will be deemed a default by Landlord and a breach of this Agreement: (i) Landlord's failure to provide Access to the Premises as required by Section 12 of this Agreement within forty-eight (48) hours after written notice of such failure; (ii) Landlord's failure to cure an interference problem as required by Section 8 of this Agreement within forty-eight (48) hours after written notice of such failure; or (iii) Landlord's failure to perform any term, condition, or breach of any warranty or covenant under this Agreement within forty-five (45) days of written notice from Tenant specifying the failure. No such failure, however, will be deemed to exist if Landlord has commenced to cure the default within such period and provided such efforts are prosecuted to completion with reasonable diligence. Delay in curing a default will be excused if due to causes beyond the reasonable control of Landlord. If Landlord remains in default beyond any applicable cure period, Tenant will have: (i) the right to cure Landlord's default and to deduct the costs of such cure from monies due to Landlord from Tenant, and (ii) any and all other rights available to it under law and equity.

**16. ASSIGNMENT/SUBLEASE.** Tenant will have the right to assign this Agreement or sublease the Premises and its rights herein, in whole or in part, without Landlord's consent. Upon notification to Landlord of such assignment, Tenant will be relieved of all future performance, liabilities and obligations under this Agreement to the extent of such assignment.

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

If to Tenant: New Cingular Wireless PCS, LLC

Attn: Network Real Estate Administration  
Re: Cell Site #: YA4769; Cell Site Name: Grandview (WA)  
Fixed Asset #: 10552683  
575 Morosgo Drive NE  
Atlanta, Georgia 30324

With a copy to: New Cingular Wireless PCS, LLC  
Attn.: Legal Dept.- Network Operations  
Re: Cell Site #: YA4769; Cell Site Name: Grandview (WA)  
Fixed Asset #: 10552683  
575 Morosgo Drive NE  
Atlanta, Georgia 30324

The copy sent to the Legal Department is an administrative step which alone does not constitute legal notice.

If to Landlord: City of Grandview  
Attn: City Administrator  
207 W. Second Street  
Grandview, WA 98930

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

**18. CONDEMNATION.** In the event Landlord receives notification of any condemnation proceedings affecting the Property, Landlord will provide notice of the proceeding to Tenant within forty-eight (48) hours. If a condemning authority takes all of the Property, or a portion sufficient, in Tenant's sole determination, to render the Premises unsuitable for Tenant, this Agreement will terminate as of the date the title vests in the condemning authority. The parties will each be entitled to pursue their own separate awards in the condemnation proceeds, which for Tenant will include, where applicable, the value of its Communication Facility, moving expenses, prepaid Rent, and business dislocation expenses. Tenant will be entitled to reimbursement for any prepaid Rent on a prorata basis.

**19. CASUALTY.** Landlord will provide notice to Tenant of any casualty or other harm affecting the Property within forty-eight (48) hours of the casualty or other harm. If any part of the Communication Facility or Property is damaged by casualty or other harm as to render the Premises unsuitable, in Tenant's sole determination, then Tenant may terminate this Agreement by providing written notice to Landlord, which termination will be effective as of the date of such casualty or other harm. Upon such termination, Tenant will be entitled to collect all insurance proceeds payable to Tenant on account thereof and to be reimbursed for any prepaid Rent on a prorata basis. Landlord agrees to permit Tenant to place temporary transmission and reception facilities on the Property, but only until such time as Tenant is able to activate a replacement transmission facility at another location; notwithstanding the termination of the Agreement, such temporary facilities will be governed by all of the terms and conditions of this Agreement, including Rent. If Landlord or Tenant undertakes to rebuild or restore the Premises and/or the Communication Facility, as applicable, Landlord agrees to permit Tenant to place temporary transmission and reception facilities on the Property at no additional Rent until the reconstruction of the Premises and/or the Communication Facility is completed. If Landlord determines not to rebuild or restore the Property, Landlord will notify Tenant of such determination within thirty (30) days after the casualty or other harm. If Landlord does not so notify Tenant, and Tenant decides not to terminate under this Section, then Landlord will promptly rebuild or restore any portion of the Property interfering with or required for Tenant's Permitted Use of the Premises to substantially the same condition as existed before the casualty or other harm. Landlord agrees that the Rent shall be abated until the Property and/or the Premises are rebuilt or restored, unless Tenant places temporary transmission and reception facilities on the Property.



20. **WAIVER OF LANDLORD'S LIENS.** Landlord waives any and all lien rights it may have, statutory or otherwise, concerning the Communication Facility or any portion thereof. The Communication Facility shall be deemed personal property for purposes of this Agreement, regardless of whether any portion is deemed real or personal property under applicable law; Landlord consents to Tenant's right to remove all or any portion of the Communication Facility from time to time in Tenant's sole discretion and without Landlord's consent.

21. **TAXES.**

(a) Landlord shall be responsible for timely payment of all taxes and assessments levied upon the lands, improvements and other property of Landlord, including any such taxes that may be calculated by the taxing authority using any method, including the income method. Tenant shall be responsible for any taxes and assessments attributable to and levied upon Tenant's leasehold improvements on the Premises if and as set forth in this Section 21. Nothing herein shall require Tenant to pay any inheritance, franchise, income, payroll, excise, privilege, rent, capital stock, stamp, documentary, estate or profit tax, or any tax of similar nature, that is or may be imposed upon Landlord.

(b) In the event Landlord receives a notice of assessment with respect to which taxes or assessments are imposed on Tenant's leasehold improvements on the Premises, Landlord shall provide Tenant with copies of each such notice immediately upon receipt, but in no event later than thirty (30) days after the date of such notice of assessment. If Landlord does not provide such notice or notices to Tenant within such time period, Landlord shall be responsible for payment of the tax or assessment set forth in the notice, and Landlord shall not have the right to reimbursement of such amount from Tenant. If Landlord provides a notice of assessment to Tenant within such time period and requests reimbursement from Tenant as set forth below, then Tenant shall reimburse Landlord for the tax or assessments identified on the notice of assessment on Tenant's leasehold improvements, which has been paid by Landlord. If Landlord seeks reimbursement from Tenant, Landlord shall, no later than thirty (30) days after Landlord's payment of the taxes or assessments for the assessed tax year, provide Tenant with written notice including evidence that Landlord has timely paid same, and Landlord shall provide to Tenant any other documentation reasonably requested by Tenant to allow Tenant to evaluate the payment and to reimburse Landlord.

(c) For any tax amount for which Tenant is responsible under this Agreement, Tenant shall have the right to contest, in good faith, the validity or the amount thereof using such administrative, appellate or other proceedings as may be appropriate in the jurisdiction, and may defer payment of such obligations, pay same under protest, or take such other steps as Tenant may deem appropriate. This right shall include the ability to institute any legal, regulatory or informal action in the name of Landlord, Tenant, or both, with respect to the valuation of the Premises. Landlord shall cooperate with respect to the commencement and prosecution of any such proceedings and will execute any documents required therefor. The expense of any such proceedings shall be borne by Tenant and any refunds or rebates secured as a result of Tenant's action shall belong to Tenant, to the extent the amounts were originally paid by Tenant. In the event Tenant notifies Landlord by the due date for assessment of Tenant's intent to contest the assessment, Landlord shall not pay the assessment pending conclusion of the contest, unless required by applicable law.

(d) Landlord shall not split or cause the tax parcel on which the Premises are located to be split, bifurcated, separated or divided without the prior written consent of Tenant.

(e) Tenant shall have the right but not the obligation to pay any taxes due by Landlord hereunder if Landlord fails to timely do so, in addition to any other rights or remedies of Tenant. In the event that Tenant exercises its rights under this Section 21(e) due to such Landlord default, Tenant shall have the right to deduct such tax amounts paid from any monies due to Landlord from Tenant as provided in Section 15(b), provided that Tenant may exercise such right without having provided to Landlord notice and the opportunity to cure per Section 15(b).

(f) Any tax-related notices shall be sent to Tenant in the manner set forth in Section 17 and, in addition, of a copy of any such notices shall be sent to the following address. Promptly after the Effective Date of this Agreement, Landlord shall provide the following address to the taxing authority for the authority's use in the event the authority needs to communicate with Tenant. In the event that Tenant's tax addresses changes by notice to Landlord, Landlord shall be required to provide Tenant's new tax address to the taxing authority or authorities.

New Cingular Wireless PCS, LLC  
Attn: Network Real Estate Administration -- Taxes  
Re: Cell Site #: YA4769; Cell Site Name: Grandview (WA)  
Fixed Asset #: 10552683  
575 Morosgo Drive NE  
Atlanta, Georgia 30324

(g) Notwithstanding anything to the contrary contained in this Section 21, Tenant shall have no obligation to reimburse any tax or assessment for which the Landlord is reimbursed or rebated by a third party.

## **22. SALE OF PROPERTY.**

(a) Landlord shall not be prohibited from the selling, leasing or use of any of the Property or the Surrounding Property except as provided below.

(b) If Landlord, at any time during the Term of this Agreement, decides to rezone or sell, subdivide or otherwise transfer all or any part of the Premises, or all or any part of the Property or Surrounding Property, to a purchaser other than Tenant, Landlord shall promptly notify Tenant in writing, and such rezoning, sale, subdivision or transfer shall be subject to this Agreement and Tenant's rights hereunder. In the event of a change in ownership, transfer or sale of the Property, within ten (10) days of such transfer, Landlord or its successor shall send the documents listed below in this subsection (b) to Tenant. Until Tenant receives all such documents, Tenant shall not be responsible for any failure to make payments under this Agreement and reserves the right to hold payments due under this Agreement.

- i. Old deed to Property
- ii. New deed to Property
- iii. Bill of Sale or Transfer
- iv. Copy of current Tax Bill
- v. New IRS Form W-9
- vi. Completed and Signed AT&T Payment Direction Form
- vii. Full contact information for new Landlord including phone number(s)

(c) Landlord agrees not to sell, lease or use any areas of the Property or Surrounding Property for the installation, operation or maintenance of other wireless communications facilities if such installation, operation or maintenance would interfere with Tenant's Permitted Use or communications equipment as determined by radio propagation tests performed by Tenant in its sole discretion. If the radio frequency propagation tests demonstrate levels of interference unacceptable to Tenant, Landlord shall be prohibited from selling, leasing or using any areas of the Property or the Surrounding Property for purposes of any installation, operation or maintenance of any other wireless communications facility or equipment.

(d) The provisions of this Section shall in no way limit or impair the obligations of Landlord under this Agreement, including interference and access obligations.

**23. RENTAL STREAM OFFER.** If at any time after the date of this Agreement, Landlord receives a bona fide written offer from a third party seeking an assignment or transfer of Rent payments associated with this Agreement ("**Rental Stream Offer**"), Landlord shall immediately furnish Tenant with a copy of the Rental Stream Offer. Tenant shall have the right within twenty (20) days after it receives such copy to match the Rental Stream Offer and agree in writing to match the terms of the Rental Stream Offer. Such writing shall be

in the form of a contract substantially similar to the Rental Stream Offer. If Tenant chooses not to exercise this right or fails to provide written notice to Landlord within the twenty (20) day period, Landlord may assign the right to receive Rent payments pursuant to the Rental Stream Offer, subject to the terms of this Agreement. If Landlord attempts to assign or transfer Rent payments without complying with this Section, the assignment or transfer shall be void. Tenant shall not be responsible for any failure to make payments under this Agreement and reserves the right to hold payments due under this Agreement until Landlord complies with this Section.

**24. MISCELLANEOUS.**

(a) **Amendment/Waiver.** This Agreement cannot be amended, modified or revised unless done in writing and signed by Landlord and Tenant. No provision may be waived except in a writing signed by both parties. The failure by a party to enforce any provision of this Agreement or to require performance by the other party will not be construed to be a waiver, or in any way affect the right of either party to enforce such provision thereafter.

(b) **Memorandum/Short Form Lease.** Contemporaneously with the execution of this Agreement, the parties will execute a recordable Memorandum or Short Form of Lease substantially in the form attached as **Exhibit 24b**. Either party may record this Memorandum or Short Form Lease at any time during the Term, in its absolute discretion. Thereafter during the Term of this Agreement, either party will, at any time upon fifteen (15) business days' prior written notice from the other, execute, acknowledge and deliver to the other a recordable Memorandum or Short Form of Lease.

(c) **Limitation and Liability.** Except for the indemnity obligations set forth in this Agreement, and otherwise notwithstanding anything to the contrary in this Agreement, Tenant and Landlord each waives any claims that each may have against the other with respect to consequential, incidental or special damages, however caused, based on any theory of liability.

(d) **Compliance with Law.** Tenant agrees to comply with all federal, state and local laws, orders, rules and regulations ("Laws") applicable to Tenant's use of the Communication Facility on the Property. Landlord agrees to comply with all Laws relating to Landlord's ownership and use of the Property and any improvements on the Property.

(e) **Bind and Benefit.** The terms and conditions contained in this Agreement will run with the Property and bind and inure to the benefit of the parties, their respective heirs, executors, administrators, successors and assigns.

(f) **Entire Agreement.** This Agreement and the exhibits attached hereto, all being a part hereof, constitute the entire agreement of the parties hereto and will supersede all prior offers, negotiations and agreements with respect to the subject matter of this Agreement. Exhibits are numbered to correspond to the Section wherein they are first referenced. Except as otherwise stated in this Agreement, each party shall bear its own fees and expenses (including the fees and expenses of its agents, brokers, representatives, attorneys, and accountants) incurred in connection with the negotiation, drafting, execution and performance of this Agreement and the transactions it contemplates.

(g) **Governing Law.** This Agreement will be governed by the laws of the state in which the Premises are located, without regard to conflicts of law.

(h) **Interpretation.** Unless otherwise specified, the following rules of construction and interpretation apply: (i) captions are for convenience and reference only and in no way define or limit the construction of the terms and conditions hereof; (ii) use of the term "including" will be interpreted to mean "including but not limited to"; (iii) whenever a party's consent is required under this Agreement, except as otherwise stated in this Agreement or as same may be duplicative, such consent will not be unreasonably withheld, conditioned or delayed; (iv) exhibits are an integral part of this Agreement and are incorporated by reference into this Agreement; (v) use of the terms "termination" or "expiration" are interchangeable; (vi) reference to a default will take into consideration any applicable notice, grace and cure periods; (vii) to the extent there is any issue with respect to any alleged, perceived or actual ambiguity in this Agreement, the ambiguity shall not be resolved on the basis of who drafted the Agreement; (viii) the singular use of words includes the plural where appropriate and (ix) if any provision of this Agreement is held invalid, illegal or unenforceable, the remaining provisions of this Agreement shall remain in full force if the overall purpose of

the Agreement is not rendered impossible and the original purpose, intent or consideration is not materially impaired.

(i) **Affiliates.** All references to "Tenant" shall be deemed to include any Affiliate of New Cingular Wireless PCS, LLC using the Premises for any Permitted Use or otherwise exercising the rights of Tenant pursuant to this Agreement. "Affiliate" means with respect to a party to this Agreement, any person or entity that (directly or indirectly) controls, is controlled by, or under common control with, that party.

"Control" of a person or entity means the power (directly or indirectly) to direct the management or policies of that person or entity, whether through the ownership of voting securities, by contract, by agency or otherwise.

(j) **Survival.** Any provisions of this Agreement relating to indemnification shall survive the termination or expiration hereof. In addition, any terms and conditions contained in this Agreement that by their sense and context are intended to survive the termination or expiration of this Agreement shall so survive.

(k) **W-9.** As a condition precedent to payment, Landlord agrees to provide Tenant with a completed IRS Form W-9, or its equivalent, upon execution of this Agreement and at such other times as may be reasonably requested by Tenant, including, any change in Landlord's name or address.

(l) **Execution/No Option.** The submission of this Agreement to any party for examination or consideration does not constitute an offer, reservation of or option for the Premises based on the terms set forth herein. This Agreement will become effective as a binding Agreement only upon the handwritten legal execution, acknowledgment and delivery hereof by Landlord and Tenant. This Agreement may be executed in two (2) or more counterparts, all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each of the parties. All parties need not sign the same counterpart.

(m) **Attorneys' Fees.** In the event that any dispute between the parties related to this Agreement should result in litigation, the prevailing party in such litigation shall be entitled to recover from the other party all reasonable fees and expenses of enforcing any right of the prevailing party, including without limitation, reasonable attorneys' fees and expenses. Prevailing party means the party determined by the court to have most nearly prevailed even if such party did not prevail in all matters. This provision will not be construed to entitle any party other than Landlord, Tenant and their respective Affiliates to recover their fees and expenses.

(n) **WAIVER OF JURY TRIAL.** EACH PARTY, TO THE EXTENT PERMITTED BY LAW, KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES ITS RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING UNDER ANY THEORY OF LIABILITY ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS AGREEMENT OR THE TRANSACTIONS IT CONTEMPLATES.

[SIGNATURES APPEAR ON NEXT PAGE]

IN WITNESS WHEREOF, the parties have caused this Agreement to be effective as of the last date written below.

**"LANDLORD"**

City of Grandview,  
a municipal corporation

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_

**"TENANT"**

New Cingular Wireless PCS, LLC,  
a Delaware limited liability company

By: AT&T Mobility Corporation  
Its: Manager

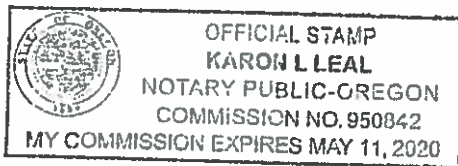
By: W. Wooten  
Print Name: WAYNE WOOTEN  
Its: DIRECTOR  
Date: 2-20-19

[ACKNOWLEDGMENTS APPEAR ON THE NEXT PAGE]

**TENANT ACKNOWLEDGMENT**

STATE OF OR )  
 ) ss:  
COUNTY OF WA )

On the 20 day of FEB, 2019, before me personally appeared WAYNE WOOTEN, who acknowledged under oath that he/she is the Director of AT&T Mobility Corporation, the Manager of New Cingular Wireless PCS, LLC, the Tenant named in the attached instrument, and as such was authorized to execute this instrument on behalf of the Tenant.



K Leal  
Notary Public: KARON L LEAL  
My Commission Expires: 5.11.20

**LANDLORD ACKNOWLEDGMENT**

STATE OF \_\_\_\_\_ )  
 ) ss:  
COUNTY OF \_\_\_\_\_ )

I CERTIFY that on \_\_\_\_\_, 20\_\_\_\_, \_\_\_\_\_ [name of representative] personally came before me and acknowledged under oath that he or she:

- (a) is the \_\_\_\_\_ [title] of \_\_\_\_\_ [name of corporation], the corporation named in the attached instrument,
- (b) was authorized to execute this instrument on behalf of the corporation and
- (c) executed the instrument as the act of the corporation.

Notary Public: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

**EXHIBIT 1**

**DESCRIPTION OF PREMISES**

Page 1 of 2

to the Option and Structure Agreement dated \_\_\_\_\_, 20\_\_\_\_, by and between City of Grandview, a municipal corporation, as Landlord, and New Cingular Wireless PCS, LLC, a Delaware limited liability company, as Tenant.

The Property is legally described as follows:

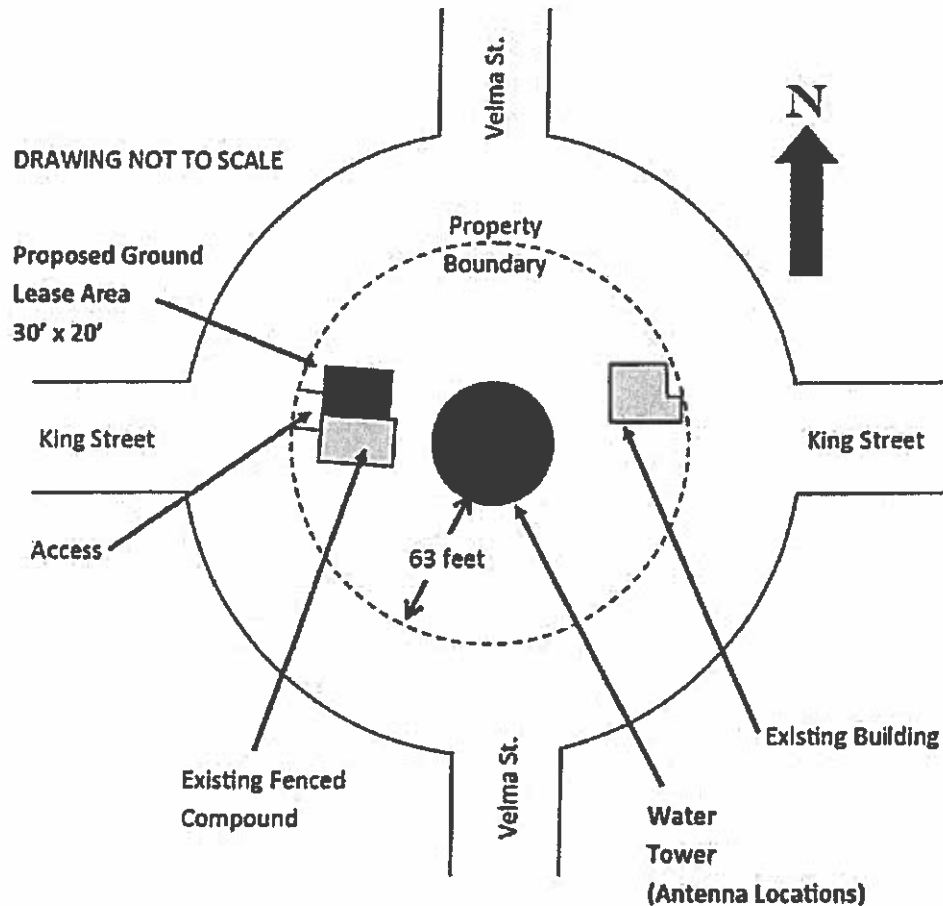
**Block 5, GRANDVIEW HILLCREST ADDITION, according to the official plat thereof, recorded in Volume "N" of Plats, Page 26, records of Yakima County, WA.**

## EXHIBIT 1

### DESCRIPTION OF PREMISES

Page 2 of 2

The Premises are described and/or depicted as follows:



#### Notes:

1. THIS EXHIBIT MAY BE REPLACED BY A LAND SURVEY AND/OR CONSTRUCTION DRAWINGS OF THE PREMISES ONCE RECEIVED BY TENANT.
2. ANY SETBACK OF THE PREMISES FROM THE PROPERTY'S BOUNDARIES SHALL BE THE DISTANCE REQUIRED BY THE APPLICABLE GOVERNMENTAL AUTHORITIES.
3. WIDTH OF ACCESS ROAD SHALL BE THE WIDTH REQUIRED BY THE APPLICABLE GOVERNMENTAL AUTHORITIES, INCLUDING POLICE AND FIRE DEPARTMENTS.
4. THE TYPE, NUMBER AND MOUNTING POSITIONS AND LOCATIONS OF ANTENNAS AND TRANSMISSION LINES ARE ILLUSTRATIVE ONLY. ACTUAL TYPES, NUMBERS AND MOUNTING POSITIONS MAY VARY FROM WHAT IS SHOWN ABOVE.



## **EXHIBIT 11**

### **ENVIRONMENTAL DISCLOSURE**

Landlord represents and warrants that the Property, as of the date of this Agreement, is free of hazardous substances except as follows:

1. NONE.

**EXHIBIT 24b**

**MEMORANDUM OF LEASE**

**[FOLLOWS ON NEXT PAGE]**

**Prepared by and Return to:**  
New Cingular Wireless PCS, LLC  
575 Morosgo Drive  
Atlanta, GA 30324  
Attn: Network Real Estate Administration

**MEMORANDUM  
OF  
LEASE**

|  |  |                          |                |
|--|--|--------------------------|----------------|
| Grantor Name:                                  | City of Grandview, a municipal corporation   |                          |                |
| Grantee Name:                                  | New Cingular Wireless PCS, LLC   |                          |                |
| Legal Description:                             | Block 5, GRANDVIEW HILLCREST ADDITION, according to the official plat thereof, recorded in Volume "N" of Plats, Page 26, records of Yakima County, WA. |                          |                |
| Assessor's Tax Parcel ID #:                    | 23092241550  |                          |                |
| Recording Numbers of Prior Recorded Documents: | None   |                          |                |
| Tax Mailing Address:                           | Does not apply   | True consideration paid: | Does not apply |
| Cell Site #:                                   | YA4769   | Fixed Asset #:           | 10552683       |
| Cell Site Name:                                | Grandview  |                          |                |
| State:   | Washington   | County:                  | Yakima         |

This Memorandum of Lease is entered into on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between City of Grandview, a municipal corporation, having a mailing address of 207 W. Second Street, Grandview, WA 98930 (hereinafter referred to as "**Landlord**") and New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address of 575 Morosgo Drive NE, Atlanta, GA 30324 (hereinafter referred to as "**Tenant**").

1. Landlord and Tenant entered into a certain Option and Structure Lease Agreement ("**Agreement**") on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, for the purpose of installing, operating and maintaining a communications facility and other improvements. All of the foregoing is set forth in the Agreement.

2. The initial lease term will be five (5) years commencing on the effective date of written notification by Tenant to Landlord of Tenant's exercise of its option, with four (4) successive automatic five (5) year options to renew.
3. The portion of the land being leased to Tenant and associated easements are described in **Exhibit 1** annexed hereto.

This Memorandum of Lease is not intended to amend or modify, and shall not be deemed or construed as amending or modifying, any of the terms, conditions or provisions of the Agreement, all of which are hereby ratified and affirmed. In the event of a conflict between the provisions of this Memorandum of Lease and the provisions of the Agreement, the provisions of the Agreement shall control. The Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, successors, and assigns, subject to the provisions of the Agreement.

**IN WITNESS WHEREOF**, the parties have executed this Memorandum of Lease as of the day and year first above written.

**"LANDLORD"**

City of Grandview,  
a municipal corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_

**"TENANT"**

New Cingular Wireless PCS, LLC,  
a Delaware limited liability company

By: AT&T Mobility Corporation  
Its: Manager

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_

**TENANT ACKNOWLEDGMENT**

STATE OF \_\_\_\_\_ )  
 ) ss:  
COUNTY OF \_\_\_\_\_ )

On the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me personally appeared \_\_\_\_\_, who acknowledged under oath that he/she is the \_\_\_\_\_ of AT&T Mobility Corporation, the Manager of New Cingular Wireless PCS, LLC, the Tenant named in the attached instrument, and as such was authorized to execute this instrument on behalf of the Tenant.

\_\_\_\_\_  
Notary Public: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

**LANDLORD ACKNOWLEDGMENT**

STATE OF \_\_\_\_\_ )  
 ) ss:  
COUNTY OF \_\_\_\_\_ )

On the \_\_\_\_ day of \_\_\_\_\_ in the year \_\_\_\_ before me, the undersigned, a notary public in and for said state, personally appeared \_\_\_\_\_, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s) or the person upon behalf of which the individual(s) acted, executed the instrument.

\_\_\_\_\_  
Notary Public: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

**EXHIBIT 1**

**DESCRIPTION OF PREMISES**

Page 1 of 2

to the Option and Structure Agreement dated \_\_\_\_\_, 20\_\_\_\_, by and between City of Grandview, a municipal corporation, as Landlord, and New Cingular Wireless PCS, LLC, a Delaware limited liability company, as Tenant.

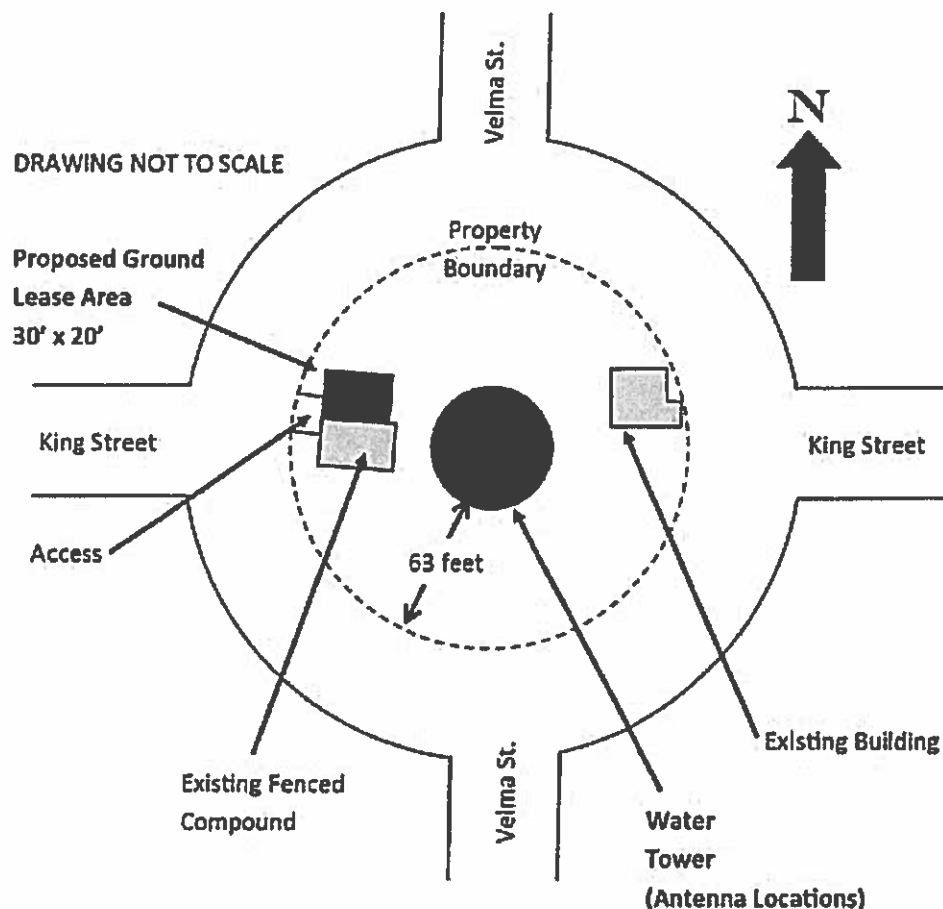
The Property is legally described as follows:

**Block 5, GRANDVIEW HILLCREST ADDITION, according to the official plat thereof, recorded in Volume "N" of Plats, Page 26, records of Yakima County, WA.**

**EXHIBIT 1**  
**DESCRIPTION OF PREMISES**

Page 2 of 2

The Premises are described and/or depicted as follows:



**Notes:**

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**W-9 FORM**

**[FOLLOWS ON NEXT PAGE]**



# Request for Taxpayer Identification Number and Certification

► Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Give Form to the  
requester. Do not  
send to the IRS.

|  |   |   |
|--|---|---|
| Print or type.<br>See Specific Instructions on page 3. | 1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.   |   |
|  | 2 Business name/disregarded entity name, if different from above  |   |
|  | 3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.<br><br><input type="checkbox"/> Individual/sole proprietor or single-member LLC<br><input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____<br><b>Note:</b> Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.<br><input type="checkbox"/> Other (see instructions) ► _____ | 4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):<br><br>Exempt payee code (if any) _____<br><br>Exemption from FATCA reporting code (if any) _____<br><small>(Applies to accounts maintained outside the U.S.)</small> |
|  | 5 Address (number, street, and apt. or suite no.) See instructions.   | Requester's name and address (optional)   |
|  | 6 City, state, and ZIP code   |   |
|  | 7 List account number(s) here (optional)  |   |

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

|                                |  |  |  |   |  |  |  |  |  |
|--------------------------------|--|--|--|---|--|--|--|--|--|
| Social security number         |  |  |  |   |  |  |  |  |  |
|                                |  |  |  | - |  |  |  |  |  |
| or                             |  |  |  |   |  |  |  |  |  |
| Employer identification number |  |  |  |   |  |  |  |  |  |
|                                |  |  |  | - |  |  |  |  |  |

## Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign  
Here

Signature of  
U.S. person ►

Date ►