

RESOLUTION 2012-EEE

**A RESOLUTION OF THE EATONVILLE TOWN COUNCIL TO AUTHORIZE
THE EXECUTION OF AN AMENDMENT TO A WATER TOWER LEASE
AGREEMENT WITH SEATTLE SMSA LIMITED PARTNERSHIP d/b/a
VERIZON WIRELESS**

WHEREAS, the Town of Eatonville owns property at 370 Dow Ridge Drive North, and

WHEREAS, the Town leases a portion of said property to Seattle SMSA Limited Partnership, d/b/a Verizon Wireless (“Verizon”), and Verizon desires to install additional equipment on said property, and

WHEREAS, the Town will receive additional consideration for allowing such equipment,

THEREFORE, BE IT RESOLVED by the Council of the Town of Eatonville as follows:

Section 1. The Mayor is authorized to execute on behalf of the Town the attached First Amendment to the Water Tower Lease Agreement.

Passed by the Council of the Town of Eatonville at a regular meeting this _____ day of November, 2012.

Raymond Harper, Mayor

ATTEST:

Kathy Linnemeyer, Town Clerk

APPROVED AS TO FORM:

Daniel G. Lloyd, Town Attorney

FIRST AMENDMENT
TO
WATER TOWER LEASE AGREEMENT

This FIRST AMENDMENT TO WATER TOWER LEASE AGREEMENT ("Amendment") is made this ____ day of _____, 201__ by and between the Town of Eatonville, a Washington municipal corporation ("Lessor") and Seattle SMSA Limited Partnership d/b/a Verizon Wireless ("Lessee").

RECITALS

A. This Amendment pertains to that certain Tower Lease Agreement dated July 17, 2012, together with all exhibits, amendments and addenda thereto (collectively, the "Agreement") for the lease of certain premises ("Premises") located at ~~370~~ Dow Ridge Drive North, Eatonville, County of Pierce, State of Washington (the "Property"), on property legally described as set forth on Exhibit "A" to the Agreement.

B. The parties desire to amend the Agreement to allow Lessee to modify its equipment at the Premises, amend Exhibit "B", and increase the rent payable to Lessor.

NOW, THEREFORE, in consideration of the foregoing and mutual covenants herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed as follows:

AGREEMENT

1. Recitals. The foregoing recitals are incorporated herewith as if fully set forth herein.

2. Premises; Exhibit "B". The Agreement is hereby amended to allow Lessee to install and maintain a microwave dish and related appurtenances at the Premises as shown on Exhibit "B" attached hereto and made a part hereof. Exhibit "B" to the Agreement is hereby deleted and replaced with Exhibit "B" attached hereto.

3. Rent. Effective on the first day of the month following the installation of the microwave dish and related appurtenances at the Premises ("Rent Increase Date"), annual rent payable to Lessor shall increase by \$3,600.00, which amount shall increase as provided in the Agreement. The prorated rent amount from the Rent Increase Date to July 31, 2013, shall be paid to Lessor within forty-five (45)

days of the full execution of this Amendment. Lessor and Lessee shall acknowledge in writing the Rent Increase Date.

4. Full Force and Effect. Except as expressly amended herein the Agreement is unmodified and remains in full force and effect. In the event of a conflict between the terms of the Agreement and this Amendment, the terms of this Amendment shall be controlling. In addition, except as otherwise stated in this Amendment, all initially capitalized terms will have the same respective defined meaning stated in the Agreement. All captions are for reference purposes only and shall not be used in the construction or interpretation of this Amendment.

LESSOR: Town of Eatonville

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

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

By: _____
Walter L. Jones, Jr.
Area Vice President Network
Date: _____

LESSOR ACKNOWLEDGMENT

STATE OF)
) ss.
COUNTY OF)

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

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

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

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California)
) ss.
County of Orange)

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

I certify under PENALTY OF PERJURY under the laws of the State of California that the
foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature of Notary Public

Place Notary Seal Above

EXHIBIT "A"
DESCRIPTION OF PROPERTY

LEGAL DESCRIPTION OF GRANTEE'S EASEMENT:

A non-exclusive easement for the construction, maintenance and shared usage with the Town of Eatonville of a building on a portion of Grantor's Property, as described below, which portion is northerly and westerly of the Town of Eatonville's water tank, together with installation of cables, antennas and other necessary appurtenances to and on said water tank, together with non-exclusive use of Grantor's Property, as described below, for ingress, egress, reconstruction of Grantor's access road and installation of underground power and telephone lines from the building to Grantor's Existing Easement, as described below; together with non-exclusive use of said Grantor's Existing Easement:

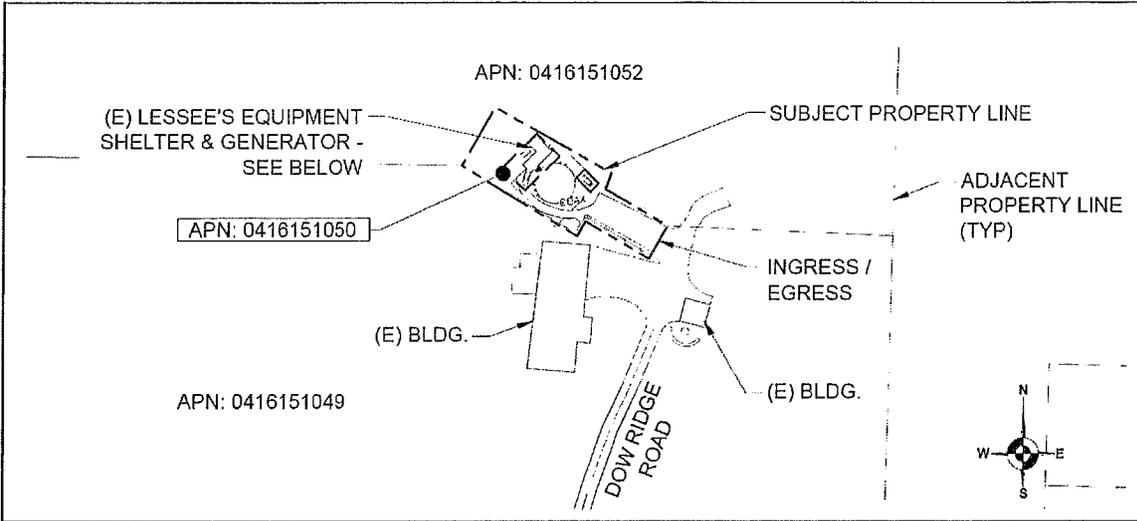
GRANTOR'S EXISTING EASEMENT: Over portions of the east half of the southeast one-quarter of the northeast one quarter, and the east half of the northeast one-quarter of the southeast one-quarter of Section 15, Township 16 N., Range 4 East of the Willamette Meridian, situated in the Town of Eatonville, Pierce County, Washington, described as follows:

Commencing at the east quarter-corner of said Section 15, thence South 0° 21' 38" West, 760.49 feet along the east line of said Section 15 to its intersection with the centerline of Center Street, which point is the True Point of Beginning of the description of the centerline of this easement; thence 80 feet in width, 30 feet on either side of the centerline extending from the True Point of Beginning, North 62° 11' 33" West a distance of 211.05 feet to an angle point, at which point the easement changes from 60 feet to 15 feet wide, 7-1/2 feet on either side of the centerline; which centerline continues thence North 88° 59' 27" West a distance of 172.94 feet to an angle point at Engineer's Station 0+31.25; continuing thence North 38° 49' 10" West a distance of 283.95 feet to an angle point at Engineer's Station 3+15.20, at which point the easement widens from 15 feet to 30 feet, 15 feet either side of the centerline; which centerline continues thence North 34° 08' 58" East a distance of 159.07 feet to a point on a curve to the left at Engineer's Station 4+74.24, the center of which curve lies North 55° 51' 04" West, 400 feet distant; thence continuing through said curve through a central angle of 25° 31' 58" an arc length of 178.25 feet to Engineer's Station 6+52.52; thence continuing North 8° 37' 00" East a distance of 11.34 feet to a point on a curve to the right at Engineer's Station 6+83.86, the center of which curve bears South 81° 23' 00" East, 400 feet distant; thence continuing through said curve through a central angle of 30° 09' 00" an arc length of 210.49 feet to a point on a curve to the left at Engineer's Station 8+74.95 feet whose center bears North 51° 14' 00" West, 400 feet distant; thence continuing through said curve through a central angle of 21° 52' 24" an arc distance of 152.70 feet to Engineer's Station 10+27.05; thence North 16° 53' 36" East a distance of 88.87 feet to a point on a curve to the right at Engineer's Station 11+15.92, the center of which curve bears South 73° 06' 24" East 400 feet distant; thence continuing through said curve through a central angle of 08° 13' 15" an arc distance of 67.39 feet to Engineer's Station 11+73.31; thence North 25° 06' 51" East a distance of 51.77 feet to "ENGINEER'S STATION 12+25.08" which is referenced in the following description of Grantor's Property; thence continuing along the same bearing an additional 142.19 feet to a point on a curve to the right at Engineer's Station 13+87.24, the center of which curve bears South 64° 53' 09" East 400 feet distant; thence continuing through said curve through a central angle of 08° 19' 09" an arc distance of 58.08 feet to Engineer's Equation Station of 14+25.32 back equals 14+29.09 ahead; thence North 33° 26' 00" East a distance of 136.55 feet to an intersection with the east line of said Section 15, which point lies North 0° 38' 47" East a distance of 679.31 feet from the east quarter-corner of said Section 15, said point being the terminus of this easement description.

GRANTOR'S PROPERTY:

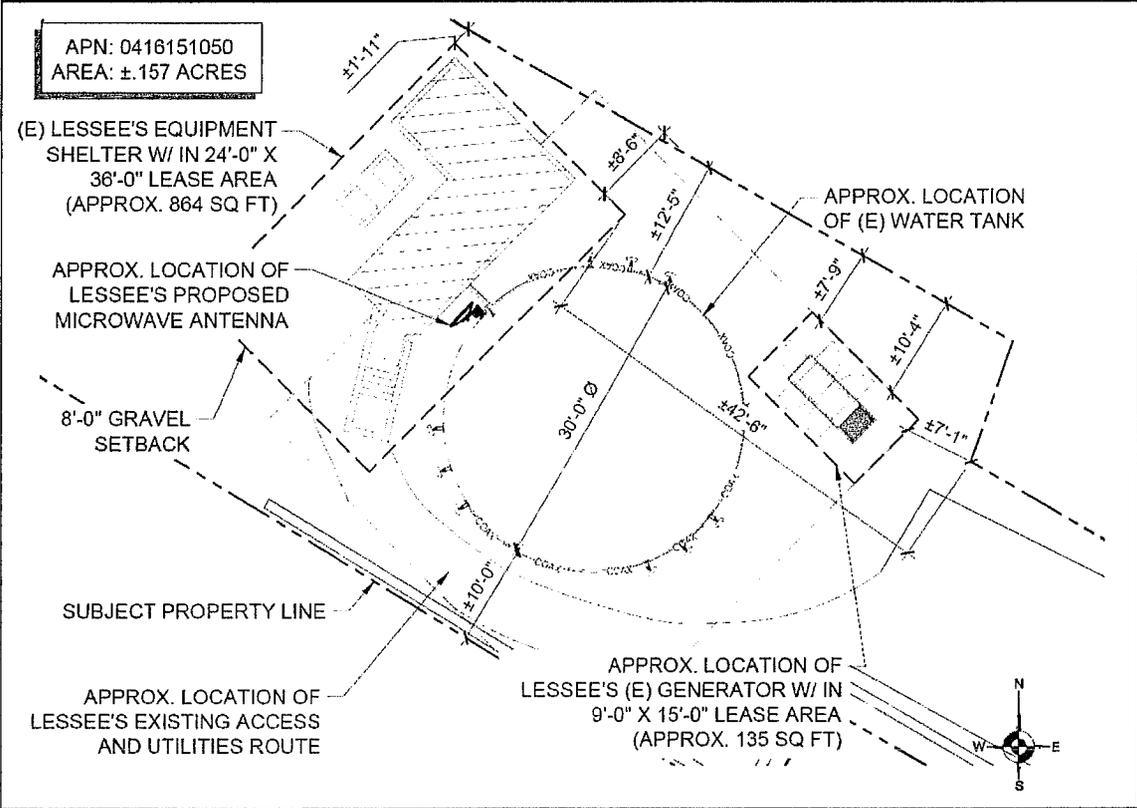
Commencing on the westerly line of Grantor's Existing Easement as described above, at a point which lies North 61° 00' 00" West a distance of 15.03 feet from ENGINEER'S STATION 12+25.08, as described above; thence including all land lying 15 feet on either side of a line which is extended from the Point of Beginning North 61° 00' 00" West a distance of 54.98 feet; thence 25 feet on either side of the same said line, extended North 61° 00' 00" West an additional distance of 100.00 feet; together with a construction permit for all land not lying within the preceding described property which lies 45 feet either side of a line which commences at a Point lying North 61° 00' 00" West a distance of 15 feet from Engineer's Station 12+28.43 (which station lies North 25° 05' 51" East a distance of 3.35 feet from ENGINEER'S STATION 12+25.08, as described above), and which line is thence extended North 61° 00' 00" West a distance of 132.2 feet.

EXHIBIT B



OVERALL LEASE AREA PLAN

SCALE: NTS



SITE NAME
TAC EATONVILLE

APN:
0416151050
SITE ADDRESS
307 DOW RIDGE DR
EATONVILLE, WA 98328

CPM PROJECT NO.		4858	
NO.	DATE	DC	DESCRIPTION
0	09-04-12	EK/BU	90% REVIEW

SHEET TITLE
EXHIBIT "B"

SCALE: NTS SHEET 1 OF 1