

City of
Spokane
Planning Services
Department



General Application

DESCRIPTION OF PROPOSAL:

T-Mobile proposes to construct a new 70-foot monopole with capacity for other future carriers such as AT&T, Verizon and Sprint, among others. The new facility will provide coverage for those areas not currently covered and improve and enhance existing coverage for outdoor, indoor and vehicular subscribers.

ADDRESS OF SITE OF PROPOSAL: (if not assigned yet, obtain address from Public Works before submitting application)

9001 North Indian Trail Road, Spokane, WA 99208. Parcel 26225.0153

APPLICANT:

Name: T-Mobile & Parallel Infrastructure, c/o Lexcom Development Corporation

Address: 617 8th Avenue South, Seattle, WA 98104

Phone (home): Contact Agent, below

Phone (work): Contact Agent, below

Email address: Contact Agent, below

PROPERTY OWNER:

Name: Sundance Plaza, LLC

Address: 12906 North Addison Street, Spokane, WA 99208

Phone (home): N/A

Phone (work): N/A

Email address: N/A

AGENT:

Name: Tom Johnson

Address: 1711 12th Avenue, Suite 410, Seattle, WA 98122

Phone (home): N/A

Phone (work): 206-351-0893

Email address: tom.johnson@lexcomcorp.com

ASSESSOR'S PARCEL NUMBERS:

Parcel 26225.0153

LEGAL DESCRIPTION OF SITE:

See attached

SIZE OF PROPERTY:

547,551 square feet; 12.57 acres

RECEIVED

MAR 11 2015

PLANING & DEVELOPMENT SERVICES

LIST SPECIFIC PERMITS REQUESTED IN THIS APPLICATION:

Type III CUP

SUBMITTED BY:

☐ Applicant ☐ Property Owner ☐ Property Purchaser ☒ Agent

In the case of discretionary permits (administrative, hearing examiner, landmarks commission or plan commission), if the applicant is not the property owner, the owner must provide the following acknowledgement:

I, _____, owner of the above-described property do hereby authorize _____ to represent me and my interests in all matters regarding this application.

ACKNOWLEDGMENT:

STATE OF WASHINGTON)
) ss.
COUNTY OF SPOKANE)

On this _____ day of _____, 20____, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared _____, to me known to be the individual that executed the foregoing instrument and acknowledged the said instrument to be free and his/her free and voluntary act and deed, for the uses and purposes therein mentioned.

Witness my hand and official seal hereto affixed the day and year first above written.

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

See attached
lease doc.
authorization.

OWNER
AUTHORIZATION RECEIVED

MAR 11 2015

II. GROUND LEASE AGREEMENT

PLANNING & DEVELOPMENT SERVICES

9. **Exercise of Option.** Upon the tender of written notice of Optionee's intent to exercise the Option, the terms of this ground lease agreement ("Lease") shall govern the relationship of the parties, and Optionor shall thereafter be referred to as Lessor, and Optionee shall hereafter be referred to as Lessee. The date of the written notice to exercise the Option makes the Lease effective between Lessor and Lessee and the commencement date of the term of the Lease shall be the date the Lessee commences the construction of the Tower Facilities (as hereinafter defined) (the "Commencement Date").

10. **Use.** The Leased Premises may be used by Lessee for the transmission and receipt of wireless communication signals in any and all frequencies and the construction and maintenance of a communications tower, antennas, buildings, and related facilities and activities, and all other uses permitted under applicable zoning regulations. Lessor agrees to cooperate with Lessee in obtaining, at Lessee's expense, all licenses and permits required for Lessee's use of the Leased Premises (the "Governmental Approval"). Lessee may construct additional improvements, demolish and reconstruct improvements, or restore, replace and reconfigure improvements at any time during the Initial Term or any Renewal Term of this Lease.

11. **Initial Term.** The term of this Lease shall be **five (5) years** commencing on the Commencement Date, as that term is defined in Paragraph 9 herein, and terminating on the fifth (5th) anniversary of the Commencement Date ("Initial Term"). The parties agree that a memorandum of lease in the form attached hereto as **Exhibit "E"**, evidencing the Commencement Date and other matters, shall be executed and recorded.

12. **Renewal Terms.** Lessee shall have the right to extend this Lease for **five (5) additional five (5) year terms** ("Renewal Terms"). Each Renewal Term shall be on the same terms and conditions as set forth in this Lease. This Lease shall automatically be renewed for each successive Renewal Term unless Lessee notifies Lessor of Lessee's intention not to renew the Lease at least thirty (30) days prior to the expiration of the Initial Term or the Renewal Term which is then in effect.

13. **Rent.** Commencing on the first day of the calendar month following the Commencement Date, during the Initial Term and each Renewal Term of this Lease, Lessee shall pay to Lessor an annual rental amount of [REDACTED] to be paid in equal monthly installments of [REDACTED] ("Rent"), which shall be deemed to include any applicable State, County or local sales or use tax. Rent shall be payable in advance on or before the tenth (10th) day of each calendar month, and shall be remitted to the address shown for Lessor in this Lease, or such other address as Lessor may direct by notice of writing to Lessee. It shall be the sole responsibility of the Lessor to remit payment of any applicable State, County or local sales, rent or use tax to the appropriate taxing authority. If the Commencement Date, or the date of termination (the "Termination Date"), of this Lease is other than the first (1st) day of a calendar month, rent shall be prorated. In the event of termination for any reason, other than nonpayment of Rent, all Rent paid in advance of Termination Date for that period, after the Termination Date shall be refunded to Lessee. The Rent shall increase by [REDACTED] on the first anniversary of the Commencement Date and upon each annual anniversary of the Commencement Date thereafter.

(b) So long as at all times during the Initial Term and any applicable Renewal Terms there is one Wireless Carrier (as hereinafter defined) with a sublease or license from Lessee for co-location space on the Tower Facilities (the "Anchor Tenant"), then for each additional Wireless Carrier that co-locates on the Tower Facilities, other than the Anchor Tenant, the Lessee shall pay to the Lessor the Wireless Revenue Share Fees (as hereinafter defined), in equal monthly installments, which shall be deemed to

include any applicable State, County or local sales or use tax, beginning on the date the additional Wireless Carrier (other than the Anchor Tenant) commences to pay its rent or license fee to Lessee, and, thereafter, on or before the tenth (10th) day of each calendar month to the same address the Lessee remits the Rent. As used herein, the "Wireless Revenue Share Fees" shall mean an amount equal to the product of the total amount of recurring rent or license fee (excluding any reimbursement from the Wireless Carrier of taxes, utilities or other costs incurred by Lessee) paid to Lessee by the Wireless Carrier using the Tower Facilities, multiplied by [REDACTED]. If the date of Lessee's obligation to begin to pay the Wireless Revenue Share Fees, is other than the first (1st) day of a calendar month, the Wireless Revenue Share Rent shall be pro-rated.

(c) For the purpose of Section 13, "Wireless Carrier" shall be defined as any cellular or PCS carrier such as T-Mobile, AT&T, Cingular, Verizon, Sprint Nextel, or MetroPCS, but excluding 2-way/paging companies, wireless internet companies or government agencies.

14. **Lessor's Representation and Warranties.** Lessor represents and warrants that Lessee's intended use of the Leased Premises as a site for the transmission and receipt of wireless communication signals; for the construction and maintenance of towers, antennas or buildings; and related facilities, including placement of outdoor advertising display(s) on the towers ("Intended Use") is not prohibited by any covenants, restrictions, reciprocal easements, servitudes, subdivision rules or regulations. Lessor further represents and warrants that there are no easements, licenses, rights of use or other encumbrances on the Leased Premises or the Easement(s) which will interfere with or constructively prohibit Lessee's Intended Use of the Leased Premises. Lessor further represents and warrants that the execution of this Lease by Lessor will not cause a breach or an event of default of any other agreement to which Lessor is a party.

15. **Conditions Subsequent.** In the event that Lessee's Intended Use of the Leased Premises is actually or constructively prohibited through no fault of Lessee or the Leased Premises or the Easement(s) are, in Lessee's opinion, unacceptable to Lessee, then upon notice from Lessee, this Lease shall terminate and be of no further force or effect and Lessee shall be entitled to a refund from Lessor of any deposits or Rent paid in advance to Lessor which sums were paid prior to the date upon which Lessee gives Lessor notice of its intent to terminate this Lease pursuant to this paragraph.

16. **Interference.** Lessor shall not use, nor shall Lessor permit its lessees, licensees, invitees or agents to use, any portion of adjacent real property owned by Lessor in any way which interferes with the wireless communications operation or outdoor advertisement display(s) of Lessee. Such interference shall be deemed a material breach of this Lease by Lessor and Lessor shall have the responsibility to terminate said interference at its sole cost and expense. In the event any such interference does not cease or is not promptly rectified, Lessor acknowledges that continuing interference will cause irreparable injury to Lessee, and Lessee shall have the right, in addition to any other rights that it may have at law or in equity, to bring action to enjoin such interference or to terminate this Lease immediately upon notice to Lessor.

17. **Improvements; Utilities, Access and Other Easements.**

(a) Lessee shall have the right at Lessee's sole cost and expense, to erect and maintain on the Leased Premises improvements, personal property and facilities, including without limitation, a communications tower, a structural tower base, radio transmitting and receiving antennas, communications equipment, equipment cabinet and/or shelters, related facilities (collectively the "Tower Facilities"). The Tower Facilities shall remain the exclusive property of the Lessee throughout the term and upon termination of this Lease. All or any portion of the Tower Facilities may be removed by the Lessee from the Leased Premises at any time during the term or within ninety (90) days following the

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

LESSOR:

Sundance Plaza, LLC,
a Washington limited liability company

WITNESS:

Print Name

Print Name

By: 

Print Name: Richard H. Vandervort

Title: Managing Member

Date: 12-16-14

LESSEE:

PI TELECOM INFRASTRUCTURE T, LLC,
a Delaware limited liability company

WITNESS:

Print Name

Print Name

By: 

Print Name: _____

Title: V. S. Meekins

Date: 12/18/14

EXHIBIT "A"

Description of Real Property (Leased Premises)

A 46 by 54 parcel of land for the tower compound being located around the base of the tower, all being a portion of the parent tract (see attached warranty deed for legal description of parent tract, if available). The legal description of the Leased Premises shall be determined by survey and shall thereafter replace this Exhibit "A".

Tax Parcel I.D. # of parent tract: 26225.0153

A portion of the NW1/4 of Section 22, Township 26 North, Range 42 East, W.M., Spokane County, Washington, described as follows:

Beginning at the northeast corner of Lot 8 Block 21 of Pacific Park 4th Addition as adjusted and shown on Record of Survey recorded in Book 86 of Surveys at Page 82, Auditors Document number 4368456; thence S25°43'30"E 205.09 feet to the southeast corner of said adjusted Lot 8; thence S76°04'54"E 273.41 feet to the TRUE POINT OF BEGINNING; thence N64°21'58"E 54.00 feet; thence S25°38'02"E 46.00 feet; thence S64°21'58"W 54.00 feet; thence N25°38'02"W 46.00 feet to the TRUE POINT OF BEGINNING, from which the northeast corner of said Lot 8 bears N54°44'35"W 434.02 feet.

Containing 2484 square feet.

EXHIBIT "A-1"

Survey or Site Plan

Location of the Leased Premises shall be determined by survey, and upon completion shall replace this Exhibit "A-1".

A portion of the NW1/4 of Section 22, Township 26 North, Range 42 East, W.M., Spokane County, Washington, described as follows:

Beginning at the northeast corner of Lot 8 Block 21 of Pacific Park 4th Addition as adjusted and shown on Record of Survey recorded in Book 86 of Surveys at Page 82, Auditors Document number 4368456; thence S25°43'30"E 205.09 feet to the southeast corner of said adjusted Lot 8; thence S76°04'54"E 273.41 feet to the **TRUE POINT OF BEGINNING**; thence N64°21'58"E 54.00 feet; thence S25°38'02"E 46.00 feet; thence S64°21'58"W 54.00 feet; thence N25°38'02"W 46.00 feet to the **TRUE POINT OF BEGINNING**, from which the northeast corner of said Lot 8 bears N54°44'35"W 434.02 feet.

Containing 2484 square feet.

LESSEE:

PI TELECOM INFRASTRUCTURE T, LLC,
a Delaware limited liability company

Witness:

Print Name: _____

Print Name: _____

By: _____

Print Name: _____

Title: _____

STATE OF FLORIDA

COUNTY OF Duval

I, the undersigned Notary Public for said County and State, do hereby certify that Yannis Macheiras, as Vice President of PI Telecom Infrastructure T, LLC, a Delaware limited liability company, personally appeared before me this day, and acknowledged the due execution of the foregoing instrument on behalf of said company.

WITNESS my hand and notarial seal, this 18th day of Dec, 2014.

Notary Public: _____

Print Name: Jeanette Jerger

My Commission Expires: 4-9-2017

{affix notary stamp/seal}



(LESSOR NOTARY ACKNOWLEDGMENT)

STATE OF WASHINGTON

COUNTY OF SPOKANE

I, a Notary Public of the County and State aforesaid, certify that RICHARD A. VANDERVERT, as Managing Member of Sundance Plaza, LLC, a Washington limited liability company personally came before me this day and acknowledged that he, being authorized to do so, executed the foregoing instrument on behalf of said company. He is personally known to me or produced his drivers license as identification.

WITNESS my hand and notarial seal, this 16th day of December, 2014.

Notary Public: WA - Tracie T Hogeboom
Print Name: TRACIE T. HOGEBOOM
My Commission Expires: 9-15-2017



