



**TOWN COUNCIL MEETING
AGENDA
Island County Hearing Room
February 10, 2015
6:30 pm**

CALL TO ORDER

PLEDGE OF ALLEGIANCE

CHANGES AND APPROVAL OF AGENDA

APPROVAL OF MINUTES

Regular Meeting of January 27, 2015

MAYOR'S REPORT

AUDIENCE INPUT - See NOTE

PRESENTATION

Senior Services/HUB – Cheryn Weiser

NEW BUSINESS

- 1. Appointment to Island Transit Board** – *Council appoints a member to the Island Transit Board of Directors annually.*
- 2. Schedule Council Workshop** – *Staff recommends scheduling a Council Workshop for the second week in March*
- 3. Approve Addendum #2 to the Sprint Franchise Agreement** – *Staff recommends approving Addendum #2 to the Sprint Franchise Agreement.*

AUDIENCE INPUT - See NOTE

EXECUTIVE SESSION

To review the performance of a public employee.

ADJOURN

NOTE: Audience Input - This is time set aside for members of the public to speak to the Council about subjects of concern or interest, or items not already set aside for a public hearing. Questions presented may not be answered immediately if all information is not available, but will be responded to as soon as possible. To ensure your comments are recorded properly, you need to state your name and address clearly into the microphone. Please limit your comments to 5 minutes. Input requiring more lengthy comment is best submitted in writing.

NOTE: Persons with disabilities requiring elevator access to the Hearing Room, please call twenty-four (24) hours prior to the scheduled event to Clerk-Treasurer (360) 678-4461, ext 7.

**Town of Coupeville
Regular Council Meeting
January 27, 2015
6:30 p.m.**

PRESENT: Mayor Nancy Conard, Councilmembers Dianne Binder, Molly Hughes and Pat Powell.

Council Action: A motion was made by Councilmember Molly Hughes, second by Councilmember Dianne Binder, to excuse Councilmembers Bob Clay and Jackie Henderson from the meeting. The motion passed unanimously.

STAFF PRESENT: Clerk Treasurer Kelly Beech, Town Marshal Rick Norrie, Public Works Superintendent Kelly Riepma and Town Engineer Greg Cane.

CHANGES AND APPROVAL OF THE AGENDA

Mayor Conard mentioned that Item 2, under New Business, should be revised as follows:

“...approve the January 27, 2015 claims vouchers/warrants #30446 to #30495 for a total of \$394,320.28 \$387,130.95.”

Mayor Conard mentioned that the minutes listed under Approval of Minutes should be revised as follows:

“Regular Meeting of January 09 13, 2015”

Councilmember Pat Powell suggested the order of the Agenda be adjusted to allow staff to give their reports immediately following the Mayor’s Report.

Council Action: A motion was made by Councilmember Dianne Binder, second by Councilmember Pat Powell, to approve the Agenda as revised. The motion passed unanimously.

APPROVAL OF MINUTES

The minutes of the Regular Meeting of January 13, 2015 were approved as submitted.

MAYOR’S REPORT

- Mayor Conard presented a State of the Town Talk to the Coupeville Lions in January and passed along a thank you to Town Councilmembers and staff based on all of the positive comments she received at the meeting.
- Mayor Conard met with the President and COO of Heritage Bank, Jeff Deuel, along with Branch Manager Janice Vaughn and Robin Hertlein of Hertlein Grant Writing, to discuss the possibility of starting a Coupeville Community Foundation to facilitate the distribution of grant funds for our community. Many large donors are requiring a Foundation as the facilitator for grant funds.

- Mayor Conard attended an Ebey's Reserve Partners meeting where Roy Zip, the interim replacement for Operations Manager Craig Holmquist, was introduced.
- This Thursday Mayor Conard will be attending the Community Leadership Forum at NAS Whidbey.
- Mayor Conard met with the Flower Barrel Committee for the Garden Club and shared that they plan on replacing about ten of the flower barrels on Main Street with hanging baskets this year.
- Mayor Conard spoke with the new owner of Race Week (which occurs every July), and related that she will be meeting with the new owner to discuss ways to increase Coupeville's involvement in the event.
- Mayor Conard informed the Council that Island Disposal will be increasing its rates by 1.61% this year.
- Finally, Mayor Conard shared the Cheryn Weiser will be giving a presentation on Senior Services and an update on the HUB program at the February 10 Council Meeting.

NEW BUSINESS

Appointment to Island Transit Board

Council Action: A motion was made by Councilmember Molly Hughes, second by Councilmember Dianne Binder, to postpone the appointment of a Councilmember to the Island Transit Board, until the next Regular Council Meeting on February 10, 2015, when all of the Councilmembers would be present. Questions were asked and answered. The motion passed unanimously.

Approval of January 27, 2015 Claims Vouchers/Warrants

Council Action: A motion was made by Councilmember Molly Hughes, second by Councilmember Pat Powell, to approve the January 27, 2015 claims vouchers/warrants #30446 to #30495 for a total of \$387,130.95. Questions were asked and answered. The motion passed unanimously.

STAFF REPORTS

Marshal Rick Norrie reviewed the complaint summary included in the council packet and explained that he had found an error in ICOMs assignment of some cases between March and October of 2014. The correction resulted in approximately 95 additional cases being added to the spreadsheet between these periods. Marshal Norrie then gave the Council a brief report about the impact the radar trailer is having on traffic in Coupeville, commenting that there appears to be a marked improvement in drivers staying within the set speed limits.

Public Works Superintendent Kelly Riepma informed the Council that for the most part chipseal and paving projects have been completed. There are a few areas of chipseal that need to have the fog-seal applied, the County ran into some challenges due to the weather and now they'll need to wait for drier weather to complete these last few sections. She gave a rundown of the activities her department had been performing over the last quarter, including cleaning and repair of catch basins and storm drains, cleaning and replacing a number of boards on Front Street, and preparing the Town for the Greening, in addition to their regular activities. We are accepting applications for the open maintenance position. Ms. Riepma completed her certification as a CDL trainer and certifier, so the Town can provide training if needed. Finally, she shared that the budgeted truck should be arriving by the end of February.

Clerk Treasurer Kelly Beech discussed the items in her report, including the transition to direct deposit for Payroll, continuing work on closing the 2014 fiscal year, and the possibility of switching internet providers for the Town Shop and Waste Water Treatment Plant. She attended a full board meeting for the Washington Cities Insurance Association and commented that the risk management focus areas for the Town this year will be in Personnel and Public Works. This is right in line with the Town's decision to review and update Personnel Policies in 2015. Supervisors have begun by reviewing the Electronic File Management procedures, and will be attending a training in March.

COUNCIL REPORTS

Councilmember Molly Hughes shared that the Food Bank's Meals 2 Kids program provided 1244 bags of food to kids in need during the 2013-2014 school year. She encouraged everyone to visit the new display at the Coupeville Museum. Finally, she reported the Ebey's Trust Board Manager delivered a 1st quarter report on the annual work plan.

Councilmember Dianne Binder reported that the tourism information for 2014 is being finalized, and that it looks as though there was an 8.2% increase in tourism over the numbers for 2013. Sherrye Wyatt will be reviewing the annual trends. She reported that Oak Harbor will now be contributing an additional \$30,000 to the tourism fund and the budget is now \$300,000.

Councilmember Pat Powell informed the Council that she has started investigating the possibility of low cost LED and "night-sky" lighting options for the street lights in Coupeville. She plans on sharing information at a future meeting. She mentioned that the Whidbey Camano Land Trust recently took advantage of a free L&I program that includes an onsite presentation and evaluation of ergonomics, and recommends it to the Town.

EXECUTIVE SESSION

The Mayor stopped the regular Meeting at 7:40pm for a 5 minute recess and to enter into Executive Session, which was expected to last 15 minutes, to discuss the acquisition of property related to the Madrona Way Project. The Council returned from Executive Session at 8:05pm and the Regular Meeting Resumed.

NEW BUSINESS

Approve Administrative Offer Summary for Right of Way for Madrona Way Improvement Project, consistent with the summary discussed in Executive Session

Council Action: A motion was made by Councilmember Molly Hughes, second by Councilmember Pat Powell, to approve the Administrative Offer Summary for Right of Way for the Madrona Way Improvement Project, consistent with the summary discussed in executive session. The motion passed unanimously.

ADJOURNMENT: 8:06 pm

Respectfully Submitted:

MAYOR:

Kelly Beech, Clerk Treasurer

Nancy Conard

A complete audio recording of this meeting is available upon request from the Clerk-Treasurer.



MEMORANDUM from Mayor Nancy Conard *nc*

Date: February 6, 2015
To: Town Council
Re: Amendment to Site Lease Agreement between Sprint Spectrum and the Town of Coupeville

The Town and US West Wireless entered into a Lease Agreement in 1999, allowing the location of a cell tower on the in town water treatment building. Initially the Town was paid \$250 per month, with prescribed increases for the subsequent 25 years, specified in Section 6 of the original agreement. Sprint is the successor company to US West and now holds the lease.

Sprint is proposing Amendment No. 2 to the Lease Agreement. This amendment allows them to replace the existing antennas and shroud and interior radio units and filters within the shroud. In consultation with Town staff, they have also agreed to install a privacy fence around the existing ground equipment. The rent is proposed to increase by \$100 per month.

Staff have been involved in review of the proposal; the Town's attorney has also reviewed the amendment. Sprint's location of the antennae on the building has been fairly benign, and it at a location that provides good reception due to its elevation. I recommend approval of the amendment.

Recommended action:

Motion to approve Amendment #2 to the Site Lease Agreement between Sprint Spectrum and the Town of Coupeville, as proposed.

With a mandatory copy to: Sprint Law Department
Sprint Site ID: SE63XC222
Mailstop KSOPHT0101-Z2020
6391 Sprint Parkway
Overland Park, Kansas 66251-2020
Attn.: Real Estate Attorney

5. **General Terms and Conditions.**

- a. All capitalized terms used in this Amendment, unless otherwise defined herein, will have the same meaning as the terms contained in the Agreement.
- b. In case of any inconsistencies between the terms and conditions contained in the Agreement and the terms and conditions contained in this Amendment, the terms and conditions herein will control. Except as set forth herein, all provisions of the Agreement are ratified and remain unchanged and in full force and effect.
- c. This Amendment may be executed in duplicate counterparts, each of which will be deemed an original.
- d. Each of the parties represents and warrants that it has the right, power, legal capacity and authority to enter into and perform its respective obligations under this Amendment.

*****SIGNATURES ON FOLLOWING PAGE*****

The parties have executed this Amendment as of the Effective Date.

Lessor:
Town of Coupeville

Lessee:
Sprint Spectrum Realty Company, L.P.,
a Delaware limited partnership

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____
(Date must be completed)

Date: _____
(Date must be completed)

EXHIBIT B-1

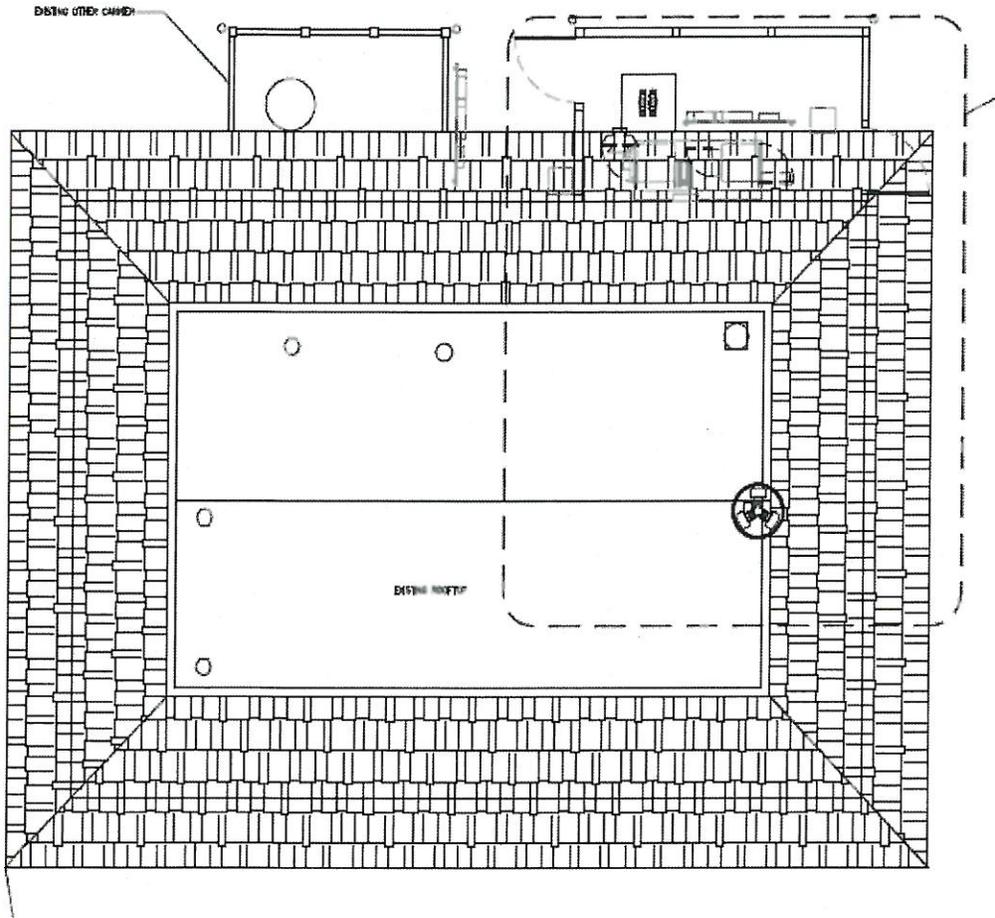


EXHIBIT C-1

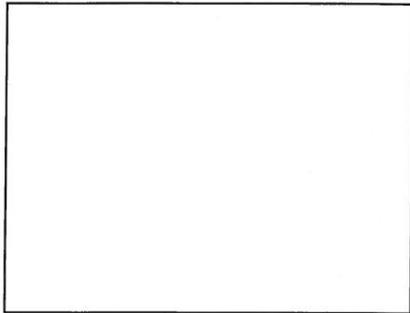
Equipment list:

- Cylindrical antenna housing attached to existing building roof. Approximately 7.5' tall by approximately 3.5' wide.
- GPS antenna attached to existing building roof. Approximately 12 inches tall.
- Equipment, Equipment racks and cabinets located inside of a 6' high cedar fenced compound. Approximately 21' by 9'.
- Coaxial cables routed from equipment racks, through the existing building attic space to the antennas on the roof.
- Underground telephone service routed to the equipment rack.
- Electrical service routed from the existing building panel, through the attic space to the equipment rack.

STATE OF WASHINGTON)
) ss.
COUNTY OF _____)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as the _____ of _____, a _____ to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: _____



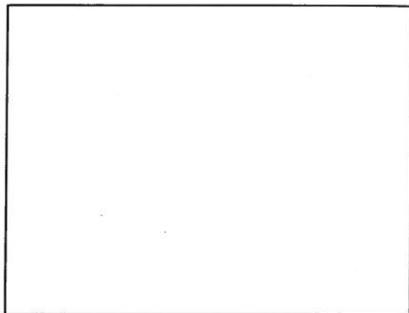
(Use this space for notary stamp/seal)

Notary Public
Print Name _____
My commission expires _____

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the _____ of _____, a _____ to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: _____



(Use this space for notary stamp/seal)

Notary Public
Print Name _____
My commission expires _____

SITE ID: WHI062A

ORIGINAL

OPTION AND SITE LEASE AGREEMENT

THIS OPTION AND SITE LEASE AGREEMENT (this "Agreement") is entered into this 1st day of SEPTEMBER, 1999 ("Date of Agreement") by and between Town of Coupeville ("Lessor") whose address is 4 NE Seventh Street, Coupeville, WA 98239 and US WEST Wireless, L.L.C., a Delaware Limited Liability Company ("Lessee") whose address is 1999 Broadway, Tenth Floor, Denver, Colorado 80202.

WHEREAS, Lessor is the owner of certain real property including building(s) as more particularly described in Exhibit A attached hereto and made a part hereof by this reference ("Property"); and

WHEREAS, Lessee desires to obtain an option on the Property for the purpose of occupying and installing its Communication Facilities as more specifically set forth below.

WHEREFORE, Lessor and Lessee agree as follows:

OPTION

1. Lessor, for and in consideration of One Thousand Five Hundred and No/100 dollars (\$1,500.00), this Agreement and mutual considerations, the receipt of which is hereby acknowledged, does hereby grant and convey unto Lessee, its successors, assigns, and agents an Option to lease the Property for the Permitted Use as set forth in paragraph four below.
2. Option. The option to lease Lessor's Property may be exercised by Lessee at any time within the first 12 months of the Date of this Agreement ("Option Period") by providing Lessor with written notice of Lessee's intent.
3. Due Diligence. During the Option Period and any option extension, Lessee, its agents, engineers, or contractors shall have the right to enter upon Lessor's Property to inspect, examine, sample and conduct all engineering tests or studies of the Site, as hereafter defined, to apply for and obtain all licenses and permits required for the Lessee's Permitted Use from all applicable governmental or regulatory entities, and otherwise do those things on the Site that, in the opinion of Lessee, are necessary to determine the physical condition of the Site, Lessor's title to the Site and the feasibility or suitability of the Site for Lessee's Permitted Use, all at Lessee's expense. Lessee shall not be liable to Lessor or any third party on account of any pre-existing defect or condition on or with respect to the Site, whether or not such defect or condition is disclosed by Lessee's inspection, although Lessee shall be responsible for any damage, loss or destruction to the Site as a result of the actions of its employees, representatives or agents during the due diligence activities.

LEASE

The lease provisions contained in paragraphs 4 - 15 of this Agreement shall become effective upon Lessee's exercise of its option pursuant to Paragraph 2 above ("Effective Date").

4. Permitted Use. The location on Lessor's Property which Lessee is occupying and installing its facilities is and shall be referred to as the "Site", which is more particularly described in Exhibit B attached hereto and made a part hereof by this reference.

(a) Lessee shall have the right, at its expense, to install, construct, reconstruct and maintain on the Site communication facilities including, without limitation, radio and other communication transmitting and receiving antennas, support mounts, cables, equipment, equipment storage structures and other improvements relating thereto (collectively the "Communication Facilities") for the provision of wireless communications service. Lessee shall have the right to modify, supplement, replace, upgrade or relocate the Communication Facilities on the Property at any time during the term of the lease so long as said relocation, replacement or upgrade is made for the purpose of improving the operation of its Communication Facilities.

(b) Lessee shall be entitled to reasonable access to the Site 24 hours a day, seven days per week, and shall have all additional rights of ingress and egress to and from each Site, provided however, except in the case of an emergency, Lessee shall notify Lessor in advance of Lessee's proposed construction, maintenance or repair activities to be performed on the Site in order to coordinate said activities with Lessor's operations.

(c) Lessee shall pay any incremental additional utility charges to the Site incurred as a result of Lessee's Permitted Use. Lessee shall have the right, at its expense, to install or improve utilities within or on the Property to service this Site.

5. Term. This Lease, shall be for a term of five years ("Lease Term") from the Effective Date. Lessee shall have a right to renew the Lease Term for four (4) additional terms of five (5) years for each term (each being a "Renewal Term"). **The Lease Term and each subsequent Renewal Term will automatically renew unless Lessee notifies Lessor in writing, of Lessee's intent not to renew on or before the expiration of its current Lease Term or Renewal Term.**

6. Rent.

a. Each month during the Lease Term Lessee shall pay Two Hundred Fifty dollars (\$250.00) ("Lease Payment") to Lessor as rent. Said rent shall be payable in advance to Lessor on or before the first day of each calendar month. During each Renewal Term Lessee shall pay rent as follows:

Renewal Term 1 - Year 6-10	\$312.50/month
Renewal Term 2 - Year 11-15	\$390.63/month
Renewal Term 3 - Year 16-20	\$488.28/month
Renewal Term 4 - Year 21-25	\$610.35/month

b. Payment of rent shall be made payable to and sent to Lessor's address as first set forth above.

c. Lessee shall pay, as additional rent, any increase in real property taxes levied against the Site, which are directly attributable to Lessee's use and improvement of the Site, and Lessor agrees to furnish proof of such increase to Lessee.

7. Interference.

(a) Lessee shall not use the Site in any way that interferes with the existing use by: (i) Lessor or (ii) tenants or licensees of Lessor holding rights to such Site on the date of this Agreement ("Existing Tenants").

(b) Lessor warrants to Lessee the use and quiet enjoyment of the Site. Lessor agrees that it shall not use, nor shall it permit its tenants, lessees, employees, invitees or agents to use, any portion of the Property in any way which would interfere with the operation of Lessee, provided that continued use by Lessor or Existing Tenants in the same manner as existed at the time the Lease was executed shall not constitute interference with Lessee's operations.

8. Environmental Matters.

(a) Lessee will be solely responsible for and will defend, indemnify and hold Lessor, its agents, and employees harmless from and against any and all direct claims, costs, and liabilities, including reasonable attorneys' fees and costs, arising out of or in connection with the cleanup or restoration of the property associated with the Lessee's use of Hazardous Materials.

(b) Lessor will be solely responsible for and will defend, indemnify, and hold Lessee, its agents, and employees harmless from and against any and all direct claims, costs, and liabilities, including reasonable attorneys' fees and costs, arising out of or in connection with the removal, cleanup, or restoration of the property with respect to Hazardous Materials from any and all sources other than those Hazardous Materials introduced to the property by Lessee.

(c) "Hazardous Materials" means asbestos or any hazardous substance, waste or materials as defined in any federal, state, or local environmental or safety law or regulation including, but not limited to, CERCLA.

(d) The obligations of this section eight shall survive the expiration or other termination of this Agreement.

9. Insurance/Indemnification/Eminent Domain. Lessee shall maintain at its expense commercial general liability insurance covering actions by Lessee providing for a limit of not less than \$1,000,000.00 single limits, bodily injury and/or property damage combined, for damages arising out of bodily injuries to or death of all persons and for damages to or destruction of property, including the loss of use thereof. Coverage shall include independent contractor's protection, premises-operations, products/completed operations and contractual liability with respect to the liability assumed by Lessee hereunder. Lessee shall be entitled to self-insure for the amounts and types of insurance required herein. Lessor and Lessee shall look solely to their respective insurance carriers for loss due to any property damage which is covered by insurance and neither party's insurance company shall be subrogated to a claim against the other party. Each party shall indemnify and defend the other against loss from its negligent acts and the negligent acts of its employees, agents, licensees, and invitees. The parties shall share in a condemnation award in proportion to their interest in the Property taken.

10. Assignment and Subleasing.

(a) Upon Lessor's written consent, which shall not be unreasonably withheld, Lessee may assign this Agreement, in part or in whole, including its right to renew, to any person or business entity which is licensed by the Federal Communications Commission.

(b) Lessee may sublet and assign this Lease, or portion thereof, and its other rights hereunder to any person or business entity which is a parent, subsidiary or affiliate of Lessee without Lessor's consent.

(c) Upon notification to Lessor of any assignment, Lessee shall be relieved of all performance, liabilities and obligations under this Agreement.

(d) In the event Lessor elects to permit another communications user the right to use any of Lessor's Property, Lessor agrees to notify Lessee thirty (30) days prior to the issuance of such authority for the purpose of determining whether the third party communications user will interfere with Lessee's use or intended use of the Site. Should Lessee notify Lessor in writing that the third party communications user will interfere with Lessee's operations, then Lessor agrees not to permit the third party communications user the right to use the Site. Lessee's consent shall not be unreasonably withheld.

11. Termination. This Agreement may be terminated as follows:

(a) by Lessor if Lessee fails to cure a default for payment of amounts due hereunder within thirty (30) days after Lessee's receipt of written notice of default from Lessor;

(b) by the non-defaulting party if the other party defaults (other than a default described in Section 11(a) above) and fails to cure such default within sixty (60) days after written notice of such default is received by the defaulting party from the non-defaulting party; provided, however, that if such default is capable of being cured, the Lease may not be terminated so long as the defaulting party commences appropriate curative action within such sixty (60) day period and thereafter diligently prosecutes such cure to completion as promptly as possible;

(c) by Lessee upon sixty (60) days prior written notice, in which case Lessee shall have no further obligations to Lessor.

(d) by Lessee upon thirty (30) days written notice, if it is unable to obtain local building and zoning permits or FCC license to operate in the service area.

12. Successors and Assigns. This Agreement shall run with the Property and shall be binding upon and inure to the benefit of the parties, their respective successors, personal representatives and assigns.

13. Representation and Warranties. Each party covenants and warrants to the other that (i) it has full right, power and authority to execute this Agreement and has the power to grant all rights hereunder; (ii) its 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 said party; and (iii) the execution and delivery of this Agreement, and the performance of its obligations hereunder, have been duly authorized by all necessary personnel or corporate officers and do not violate any provisions of law or the party's certificate of incorporation or bylaws or any other arrangement, provision of law or court order or decree.

14. Notices. All notices, requests, demands and other communications hereunder shall be in writing and shall be deemed given if personally delivered, or mailed by certified mail, return receipt requested, to the following addresses:

If to Lessor, to:
Attn: Mayor
Town of Coupeville
P.O. Box 725
Coupeville, WA 98239

If to Lessee, to:
U S WEST Wireless, L.L.C.
c/o U S WEST Communications Real Estate Services
8200 East Belleview, Suite 500
Greenwood Village, Colorado 80111
Attn: PSL Manager/Wireless

with a copy to:

U S WEST Wireless, L.L.C.
450 - 110th Avenue NE
Room 209
Bellevue, WA 98004
Attn: Regional Real Estate Manager

15. Miscellaneous.

(a) This Option and Site Lease Agreement shall constitute the entire agreement and understanding of the parties with respect to the Property that is the subject matter thereof and supersedes all offers, negotiations and other agreements with respect thereto. There are no representations or understandings of any kind not set forth herein. Any amendment to this Agreement must be in writing and executed by both parties.

(b) Any claim, controversy or dispute arising out of this Agreement shall be settled by arbitration in accordance with the applicable rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The arbitration shall be conducted in the county where the property is located. There shall be no discovery other than the exchange of information which is provided to the arbitrator by the parties. The arbitrator shall have the authority only to award compensatory damages and shall not have authority to award punitive damages or other noncompensatory damages; the parties hereby waive all rights to and claims for monetary awards other than compensatory damages.

(c) Either party hereto that is represented in this transaction by a broker, agent or commission salesperson (a "Representative") shall be fully and exclusively responsible for the payment of any fee, commission or other compensation owing to such Representative, and shall indemnify and hold the other party harmless from and against any claim to a fee, commission or other compensation asserted by such Representative, including reasonable attorneys' fees and costs incurred in defending such claim.

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

(e) By executing this Agreement, the parties are not establishing any joint undertaking, joint venture or partnership. Each party shall be deemed an independent contractor and shall act solely for its own account.

(f) This Agreement shall be governed by the law of the state in which the Property is located.

(g) Lessor acknowledges that US WEST Wireless, L.L.C., as a licensee under the rules and regulations of the Federal Communications Commission, is subject to certain federal requirements. Lessor hereby agrees to cooperate in good faith with US WEST Wireless, L.L.C., in its efforts to comply with applicable federal requirements.

The parties have entered into this Agreement as of the date first stated above.

LESSOR:

Town of Coupeville

By: *Nancy Conard*
Name: Nancy Conard
Its: Mayor
91-6001418
Federal Tax I.D.#/Social Security #

LESSEE:

U S WEST Wireless, L.L.C.

BY: *M. J. [Signature]*
ITS: VP CFO

STATE OF WASHINGTON)
)ss.
COUNTY OF ISLAND)

I certify that I know or have satisfactory evidence that Nancy Conard is the person who appeared before me, and said person acknowledged that (he/she) signed this instrument, on oath stated that (he/she) was authorized to execute the instrument and acknowledged it as the Mayor of Coupeville to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: 9/1/99

(SEAL or Stamp)



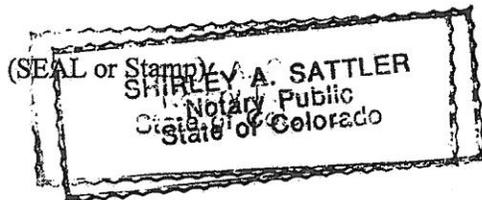
Nanette E. Streubel
(Signature)

Notary public
(Title)
My appointment expires: 3/10/2001

STATE OF COLORADO)
)ss.
COUNTY OF Arapahoe)

I certify that I know or have satisfactory evidence that Michael Felicissimo is the person who appeared before me, and said person acknowledged that (he/she) signed this instrument, on oath stated that (he/she) was authorized to execute the instrument and acknowledged it as the V.P. and C.F.O. of V.S. WEST Wireless, LLC to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: 9-13-99



Shirley A. Sattler
(Signature)

Notary Public
(Title)
My appointment expires: 9-21-99

EXHIBIT A

Legal Description:

THAT PORTION OF THE THOMAS COUPE DONATION CLAIM IN THE SOUTHEAST QUARTER OF SECTION 33, TOWNSHIP 32 NORTH, RANGE 1 EAST OF THE WILLAMETTE MERIDIAN, WASHINGTON, AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT 181.8 FEET SOUTH OF THE SOUTHWEST CORNER OF BLOCK 40, PLAT OF COUPEVILLE;

THENCE EAST A DISTANCE OF 326 FEET;
THENCE SOUTH A DISTANCE OF 173.5 FEET;
THENCE WEST A DISTANCE OF 326 FEET;
THENCE NORTH 173.5 FEET TO THE POINT OF BEGINNING;

EXCEPT THE WEST 112 FEET THEREOF.

SITUATE IN ISLAND COUNTY, WASHINGTON.

EXHIBIT B

Site description:

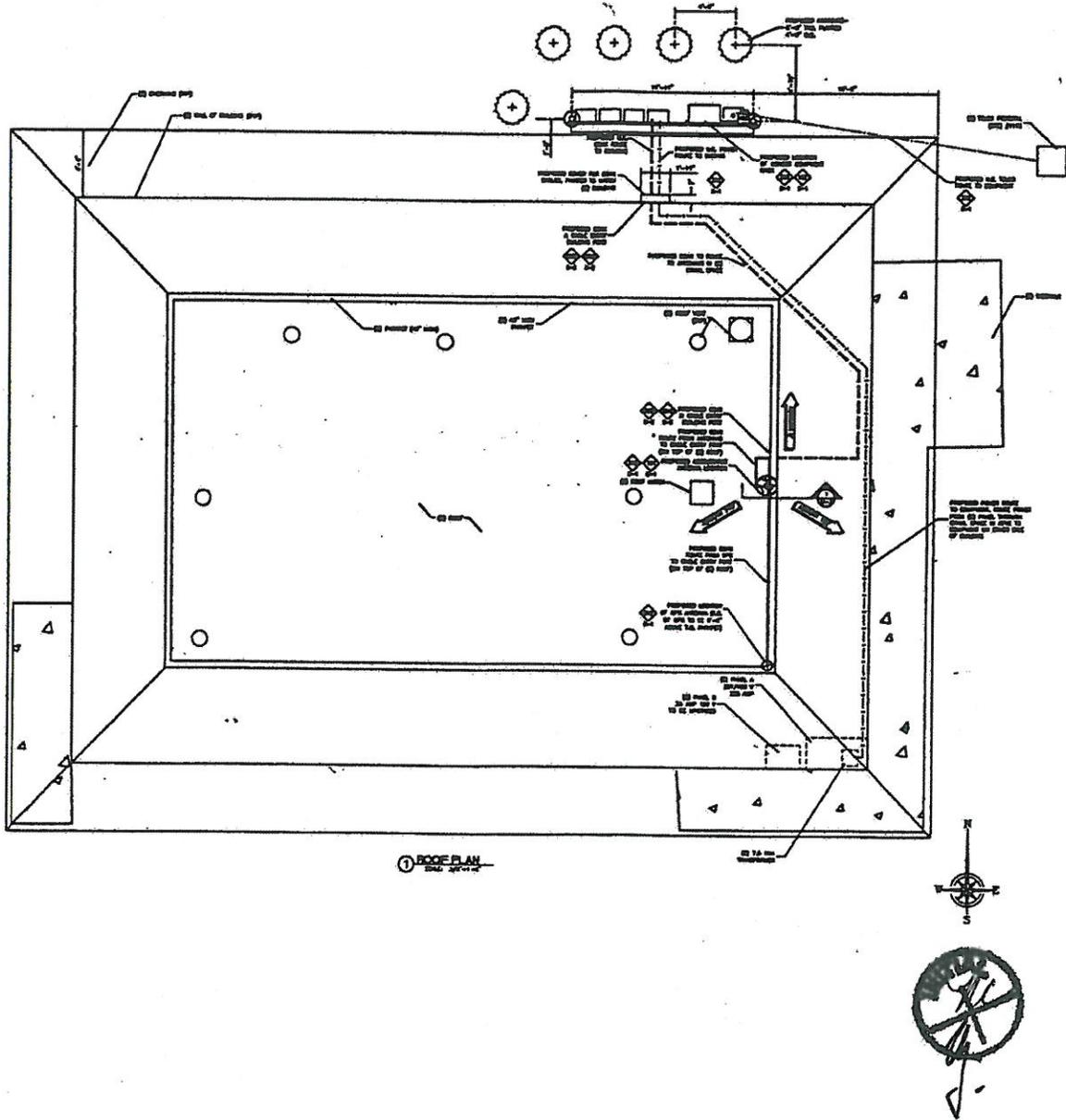


EXHIBIT C

Equipment list:

- Cylindrical antenna housing attached to existing building roof. Approximately 6 feet tall by 16 inches wide.
- GPS antenna attached to existing building roof. Approximately 12 inches tall.
- Equipment rack mounted next to existing building. Approximately 12 feet long by 6.5 feet tall.
- Coaxial cable routed from equipment rack, through the existing building attic space, to the antennas on the roof.
- Underground telephone service routed to the equipment rack.
- Electrical service routed from the existing building panel, through the attic space, to the equipment rack.

Addendum to Option and Site Lease Agreement

The attached Option and Site Lease Agreement made and entered into this _____ day of _____, 1999 (the "Agreement") by and between Town of Coupeville ("Lessor") and U S WEST Wireless, L.L.C., a Delaware Limited Liability Company ("Lessee"), of which this Addendum is made a part, is hereby amended and supplemented as follows below. In case of any conflict between the terms of this Addendum and the Agreement, this Addendum shall control.

1. Subparagraph 4 (a) of the Option and Site Lease Agreement is hereby amended and restated in its entirety as follows:

Lessee shall have the right, at its expense, to install, construct, reconstruct and maintain on the Site communication facilities including, without limitation, radio and other communication transmitting and receiving antennas, support mounts, cables, equipment, equipment storage structures and other improvements relating thereto (collectively the "Communication Facilities"), which are more particularly described in Exhibit C attached hereto and made a part hereof by this reference, for the provision of wireless communications service. Lessee shall have the right to modify, supplement, replace, upgrade or relocate the Communication Facilities on the Property at any time during the term of the lease so long as said relocation, replacement or upgrade is made for the purpose of improving the operation of its Communication Facilities. Any modification or relocation of the Communications Facilities described in Exhibit C are subject to Lessor approval.

2. Paragraph 15 of the Option and Site Lease Agreement is hereby amended by adding the following subparagraph as follows:

(h) Grantee shall make all reasonable efforts to obtain a separate metered power source. In the event a separate power source is not available, Grantee will install a sub-meter near its equipment to meter its power usage from the Grantor. All connections and trenching costs shall be the Grantee's responsibility. Grantee will initially pay Grantor two hundred forty dollars (\$240.00) annually (the "Utility Fee") which will represent the estimated electrical power used by Grantee. The power consumption shall be read on an annual basis by the parties and compared with the total Utility Fee paid to Grantor. Grantor and Grantee agree to perform an annual reconciliation of any over/underpayment of the Utility Fee by Grantee, and if necessary, adjust future Utility Fees.

IN WITNESS WHEREOF, the parties hereto have executed this instrument by proper persons thereunto duly authorized so to do on the date and year first herein above written.

Dated this 1st day of SEPTEMBER, 1999.

LESSOR:

Town of Coupeville

Nancy Conard

BY: Nancy Conard

ITS: Mayor

LESSEE:

U S WEST Wireless, L.L.C.

BY: *M. Fel...*

ITS: VP CFO

STATE OF WASHINGTON)
)ss.
COUNTY OF ISLAND)

I certify that I know or have satisfactory evidence that Nancy Conard is the person who appeared before me, and said person acknowledged that (he/she) signed this instrument, on oath stated that (he/she) was authorized to execute the instrument and acknowledged it as the Mayor of Coupeville to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: 9/1/99

(SEAL or Stamp)



Nanette E. Streubel
(Signature)

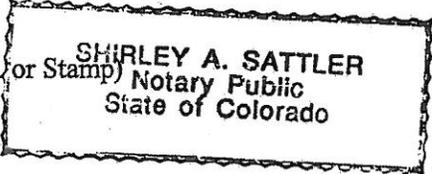
Notary Public
(Title)
My appointment expires: 3/10/2001

STATE OF COLORADO)
)ss.
COUNTY OF Arapahoe)

I certify that I know or have satisfactory evidence that Michael Felicissimo is the person who appeared before me, and said person acknowledged that (he/she) signed this instrument, on oath stated that (he/she) was authorized to execute the instrument and acknowledged it as the V.P. and C.F.O. of US WEST Wireless, LLC to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: 9-13-99

(SEAL or Stamp)



Shirley A. Sattler
(Signature)

Notary Public
(Title)
My appointment expires: 9-21-03

Addendum to Option and Site Lease Agreement

The attached Option and Site Lease Agreement made and entered into this _____ day of _____, 1999 (the "Agreement") by and between Town of Coupeville ("Lessor") and U S WEST Wireless, L.L.C., a Delaware Limited Liability Company ("Lessee"), of which this Addendum is made a part, is hereby amended and supplemented as follows below. In case of any conflict between the terms of this Addendum and the Agreement, this Addendum shall control.

1. Subparagraph 4 (a) of the Option and Site Lease Agreement is hereby amended and restated in its entirety as follows:

Lessee shall have the right, at its expense, to install, construct, reconstruct and maintain on the Site communication facilities including, without limitation, radio and other communication transmitting and receiving antennas, support mounts, cables, equipment, equipment storage structures and other improvements relating thereto (collectively the "Communication Facilities"), which are more particularly described in Exhibit C attached hereto and made a part hereof by this reference, for the provision of wireless communications service. Lessee shall have the right to modify, supplement, replace, upgrade or relocate the Communication Facilities on the Property at any time during the term of the lease so long as said relocation, replacement or upgrade is made for the purpose of improving the operation of its Communication Facilities. Any modification or relocation of the Communications Facilities described in Exhibit C are subject to Lessor approval.

2. Paragraph 15 of the Option and Site Lease Agreement is hereby amended by adding the following subparagraph as follows:

(h) Grantee shall make all reasonable efforts to obtain a separate metered power source. In the event a separate power source is not available, Grantee will install a sub-meter near its equipment to meter its power usage from the Grantor. All connections and trenching costs shall be the Grantee's responsibility. Grantee will initially pay Grantor two hundred forty dollars (\$240.00) annually (the "Utility Fee") which will represent the estimated electrical power used by Grantee. The power consumption shall be read on an annual basis by the parties and compared with the total Utility Fee paid to Grantor. Grantor and Grantee agree to perform an annual reconciliation of any over/underpayment of the Utility Fee by Grantee, and if necessary, adjust future Utility Fees.

IN WITNESS WHEREOF, the parties hereto have executed this instrument by proper persons thereunto duly authorized so to do on the date and year first herein above written.

Dated this 1st day of SEPTEMBER, 1999.

LESSOR:

Town of Coupeville

Nancy Conard

BY: Nancy Conard

ITS: Mayor

LESSEE:

U S WEST Wireless, L.L.C.

M. Fel...

BY: M. Fel...

ITS: VP CFO

STATE OF WASHINGTON)
)ss.
COUNTY OF ISLAND)

I certify that I know or have satisfactory evidence that Nancy Conard is the person who appeared before me, and said person acknowledged that (he/she) signed this instrument, on oath stated that (he/she) was authorized to execute the instrument and acknowledged it as the Mayor of Coupeville to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: 9/1/99

(SEAL or Stamp)



Nanette E. Streubel
(Signature)

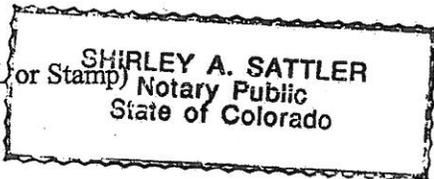
Notary Public
(Title)
My appointment expires: 3/10/2001

STATE OF COLORADO)
)ss.
COUNTY OF Arapahoe)

I certify that I know or have satisfactory evidence that Michael Felicissimo is the person who appeared before me, and said person acknowledged that (he/she) signed this instrument, on oath stated that (he/she) was authorized to execute the instrument and acknowledged it as the V.P. and C.F.O. of US WEST Wireless, LLC to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: 9-13-99

(SEAL or Stamp)



Shirley A. Sattler
(Signature)

Notary Public
(Title)
My appointment expires: 9-21-03