DOCKET NO. 471
SORRENTINO EXHIBIT 4
OBJECTION TO PROTECTIVE ORDER

VERIZON WIRELESS LEASE – WASHINGTON

Consideration: **(a) initial term - $1,000 per month**
(b) next term - $12,360 per annum
(c) other terms – 103% of annual rent for each preceding year

LEASE AGREEMENT

THIS lease made this 18th day of October, 2005 by and between CITY OF WALLA WALLA as Lessor, and Cellco Partnership d/b/a Verizon Wireless as Lessee.

For and in consideration on the mutual covenants, agreements, and stipulations contained herein, the parties agree as follows:

1. PREMISES: Lessor does hereby lease to Lessee, and Lessee leases from Lessor, upon all of the terms and conditions hereinafter set forth, those certain premises described as:

A 50' X 50' area on a parcel commonly known as 2355 Third Ave., together with the non-exclusive right for ingress and egress, seven (7) days a week, twenty-four (24) hours a day, on foot or motor vehicle, including trucks, and for the installation and maintenance of utility wires, cables, conduits, and pipes under a twenty foot (20') right-of-way extending from the nearest public right-of-way, Third Avenue, to the described premises by its shortest course, said demised premises and right-of-way (hereinafter collectively referred to as the "Premises") for access substantially as described herein in Exhibit "A" attached hereto.

A. MAP: Lessee further agrees to provide Lessor with a map which accurately reflects the horizontal and vertical location and configuration of all facilities constructed upon the Premises.

2. SUBLEASE: Lessee may sublease any part of the wireless telecommunication facilities constructed upon the Premises for the uses permitted in paragraph 6 herein, upon the prior written consent of Lessor, which shall not be unreasonably withheld. The parties acknowledge that any subtenant that desires to sublease space at the Premises shall be required to lease separate ground space directly from Lessor for such subtenant's ancillary equipment needs. Any sublease shall be subject to the provisions of this lease agreement and subordinate hereto. Lessee shall maintain records and accounts relating to any subleases approved by Lessor and other such agreements in accordance with generally accepted accounting principles. Lessee agrees to make its records and accounts available for inspection by Lessor at any time upon ten (10) calendar days advance request by Lessor.

EXHIBIT 4

3. TERM: The term of this lease shall commence on October 1, 2005 and terminate on December 31, 2010, unless terminated earlier as provided herein. Unless terminated earlier as provided herein, this lease shall automatically be extended for four (4) additional five (5) year terms unless Lessee terminates it at the end of the then current term by giving Lessor written notice of the intent to terminate at least six (6) months prior to the end of the then current term. Each renewal shall be for a five (5) year term commencing on January 1 of the first year of the renewal term and terminating on December 31 of the fifth year the terms and conditions provided herein.

4. RENT: Lessee shall timely pay rent to Lessor. With the exception of the initial period beginning on the commencement date stated in paragraph 3 herein and ending on December 31, 2005, the annual periods for which rent shall be due and payable commence on January 1 and end on December 31 of each year. Payment for each period shall be made in equal monthly installments with each installment due by no later than the first day of each month at 5:00 p.m. local time. Any payments received after the due date shall include a late payment penalty of five percent (5%) of the total amount past due for each month past the due date.

A. BASE RENT FOR INITIAL PERIOD ENDING ON DECEMBER 31, 2005: The base rent for the initial period ending on December 31, 2005, shall be One Thousand Dollars ($1,000.00) per month.

B. RENT FOR PERIOD FROM 1/1/2006-12/31/2006: The annual base rent for the period commencing on January 1, 2006 and ending on December 31, 2006 shall be Twelve Thousand Three Hundred Sixty Dollars ($12,360.00).

C. RENT FOR ANNUAL PERIODS AFTER 12/31/2006: The base rent for each annual period commencing after 12/31/2006, including any and all extension terms, shall be equal to 103% of the annual rent payable with respect to the immediately preceding year.

5. TAXES, FEES AND LICENSE CHARGES: Lessee shall timely pay all federal state and local fees, taxes, and license charges assessable in connection with the use of the Premises, except for taxes on the real property owned by the Lessor. Lessee shall also timely pay to Lessor the state leasehold excise tax due under Chapter 82.29A of the Revised Code of

Washington, and such other leasehold tax(es) which may apply. Lessee shall also timely pay any additional taxes, assessments, or other governmental charges resulting from improvements to the Premises made by Lessee or its sublessee(s) under Title 84 of the Revised Code of Washington, and such other personal property tax(es) which may apply.

6. USE OF PREMISES: The Premises may be used for the construction, installation, maintenance, and operation of wireless telecommunication facilities and any structures, utilities, fences, poles, lines, anchors, lights, and other equipment reasonably related thereto.

A. IMPACTS & INTERFERENCE: Lessee agrees to have installed radio equipment of the type and frequency which will not cause interference to Lessor, other current Lessees of the Premises or neighboring landowners. In the event Lessee's equipment causes such interference, and after Lessor has notified Lessee of such interference pursuant to this lease, Lessee will take all steps necessary to correct and eliminate the interference within thirty (30) days of said notice. Lessor acknowledges that interference may come from different sources, and Lessee shall only be responsible to correct interference caused by Lessee's equipment. In the event Lessee fails to so correct such interference after said notice and time period, Lessee shall be in default under this lease. Lessor agrees that any other future tenants of the Premises will be permitted to install only such radio equipment that is of the type and frequency which will not cause interference to Lessee. Lessor further agrees that the current tenants at the Property will only be permitted to install additional equipment that is of a type and frequency which will not cause unreasonable adverse impacts or objectionable interference to the Lessee. However, Lessor shall not be required to bring any legal action against the interfering tenant. Nothing in this section or lease shall be deemed to limit Lessee's right of action against the interfering tenant.

If the parties cannot agree upon whether interference has occurred, or upon what measures are required to remedy such impacts or interference, such disputes shall be resolved by an independent consulting engineer selected by Lessor, at the sole expense of Lessee.

B. CO-LOCATION: Lessee shall make the wireless telecommunication facilities constructed upon the Premises reasonably available for co-location of other wireless

telecommunication facilities by sublease upon reasonable terms and conditions to the extent that such co-location does not substantially interfere with the use of the Premises by Lessee or its sublessee(s). Market competition shall not be considered substantial interference.

C. REPAIRS AND MAINTENANCE: Lessee shall maintain the Premises free from debris and in reasonably good repair and condition. Lessee shall have the sole responsibility, at its own expense, for the installation, maintenance, repair construction or reconstruction of any improvements placed or to be placed upon the Premises and may, at its own expense, alter or modify the improvements now existing or hereafter placed on the Premises to suit its needs consistent with the intended use of the Premises.

D. UTILITIES: All applications and connections for necessary utility services on the Premises shall be made in the name of Lessee only, and may be installed at the sole expense of Lessee. Lessee shall be responsible for timely payment of charges for utilities at the Premises as they become due.

E. ACCESS NOTICE: Except in the case of emergency, Lessee shall give Lessor at least twenty-four (24) hours notice prior to accessing the Premises.

7. QUIET ENJOYMENT: Lessor covenants that Lessee shall have peaceable and quiet enjoyment of the Premises.

A. LESSOR ENTRY: Lessee agrees to reasonably permit entry to the Premises to Lessor at any time upon twenty-four (24) hours advance request by Lessor. In cases of emergency, Lessor may enter the Premises without advance notice to Lessee provided, notice of entry shall thereafter be given to Lessee as soon as practicable.

B. EXCEPTIONS: Subject to the provisions of Section 6(A) herein, nothing herein shall prevent Lessor from conveying, leasing, or using its adjoining or other property in such manner as Lessor shall determine in its sole discretion.

Lessor has previously entered into leases with other tenants for their equipment and antennae facilities. Lessee acknowledges that Lessor is leasing City property in the vicinity of the premises for the purposes of transmitting and receiving telecommunication signals from City owned property. Subject to Lessor's obligations in paragraph 6(A) herein, Lessor is not

in any way responsible or liable for any interference with Lessee's use of the premises which may be caused by the use and operation of any existing tenant's equipment, even if caused by new technology. In the event that any existing tenant's activities interfere with the Lessee's use of the premises, and the Lessee cannot work out this interference with the other existing tenants, the Lessee may, upon thirty (30) days notice to the City, terminate this lease and restore the City property to its original condition, reasonable wear and tear excepted. The Lessee shall cooperate with all other existing tenants to identify the causes of and work towards the resolution of any electronic interference problem. In addition, the Lessee agrees to eliminate any radio or television interference caused to City-owned facilities or surrounding residences or businesses at Lessee's own expense and without installation of extra filters on City-owned equipment. Lessee further agrees to accept such interference as may be received from City operated telecommunications or other facilities used for public health, safety or welfare purposes.

8. IMPROVEMENTS: The parties agree that all improvements to the Premises constructed, installed, maintained, or operated by Lessee or its sublessee(s) shall remain the property of Lessee and its sublessee(s), respectively, unless they fail to timely remove them following termination of this lease. Upon termination of this agreement, Lessee and its sublessee(s) shall have the right to timely remove their improvements from the Premises at their sole expense. Improvements shall be removed without damaging the Premises, and the Premises shall be restored to a condition substantially similar to that which existed prior to construction or installation of the improvements, reasonable wear and tear excepted, unless otherwise directed by Lessor at Lessor's sole option. Lessee and its sublessee(s) shall have the right to enter the Premises for the purpose of removal of improvements for a period of thirty (30) days following termination of this lease. Ownership of any improvement which is not timely removed within such thirty (30) day period shall vest in Lessor. At Lessor's sole option, Lessor may retain any improvement which is not timely removed or cause its removal and disposition, and restoration of the Premises, at the sole expense of Lessee. Lessee shall provide and continuously maintain, at its sole expense, a restoration bond written by a corporate surety acceptable to Lessor in an amount equal to at least one hundred fifty percent (150%) of the cost

of removing all improvements and restoring the Premises to its preconstruction condition.

9. HOLD HARMLESS: Lessee hereby agrees to defend, indemnify, hold harmless Lessor, its elected officials, officers, agents, and employees against any and all claims, costs, judgments and awards, including claims by Lessee's own employees to which Lessee might otherwise be immune under Title 51 RCW, arising out of the acts or omissions of Lessee, its partners, officers, agents, employees, or sublessee(s).

Lessee agrees to defend, indemnify, and hold harmless Lessor, its elected officials, officers, agents, and employees against any and all claims, costs, judgments and awards, including claims by Lessee's own employees to which Lessee might otherwise have immunity under Title 51 RCW, arising out of Lessor's ownership or control of the Premises, Lessee's exercise of the rights granted herein, use of the Premises by Lessee or its sublessee(s), or Lessor's inspection or lack of inspection of work performed by Lessee, its partners, officers, agents, employees, or sublessee(s).

This covenant of indemnification shall include, but not be limited by this reference, claims arising out of the negligent acts or omissions of Lessee, its partners, officers, agents, employees, or sublessee(s) in barricading, instituting trench safety systems or providing other adequate warnings of any excavation, construction, or work in any public right-of-way or other public place in performance of work or services permitted under this lease agreement.

Inspection or acceptance by Lessor, its elected officials, officers, agents, or employees of any work performed by Lessee, its partners, officers, agents, employees, or sublessee(s) at the time of completion of construction shall not be grounds for avoidance of any of these covenants of indemnification. Said indemnification obligations shall extend to claims which are not reduced to a suit and any claims which may be compromised prior to the culmination of any litigation or the institution of any litigation.

Lessee further agrees to indemnify, hold harmless and defend Lessor, its elected officials, officers, agents, or employees against any claims for damages, of any kind whatsoever, including, but not limited to, business interruption damages and lost profits, due to damage or destruction of the property of lessee or its sublessee(s).

In the event of liability for damages arising out of bodily injury to persons or damages to

property caused by or resulting from the negligence or willful misconduct of Lessor or the concurrent negligence of both Lessor and Lessee, Lessee's liability hereunder shall be only to the extent of the negligence of Lessee, its partners, officers, agents, employees, and sublessee(s).

It is specifically and expressly understood that the indemnification provided herein constitutes Lessee's waiver of immunity under Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties.

In the event that Lessee refuses the tender of defense in any suit or any claim, said tender having been made pursuant to the indemnification clauses contained herein, and said refusal is subsequently determined by a court having jurisdiction (or such other tribunal that the parties shall agree to decide the matter), to have been a wrongful refusal on the part of Lessee, then Lessee shall pay all of Lessor's costs for defense of the action, including all reasonable expert witness fees, reasonable attorneys' fees, and the reasonable costs of Lessor, including reasonable attorneys' fees of recovering under this indemnification clause.

The provisions of this indemnification clause shall survive the termination of this lease agreement.

10. INSURANCE: Lessee shall obtain and continuously maintain, at its sole expense, the following types of insurance:

A. Comprehensive general liability insurance, written on an occurrence basis, with combined single limits of at least Three million dollars ($3,000,000.00) for injury or death or for property damage resulting from any one accident

B. The insurance policies required by this paragraph shall be maintained by Lessee throughout the term of this lease agreement, and such other period of time during which Lessee or its sublessee(s) are occupying the Premises or engaged in the removal of their equipment. Lessee shall provide an insurance certificate, listing Lessor, its elected officials, officers, agents, and employees as additional insureds. Payment of deductibles and self-insured retentions shall be the sole responsibility of Lessee. The liability insurance coverage shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability. Lessee's

insurance shall be primary insurance as respects Lessor, its elected officials, officers, agents, and employees as relates to Lessee's negligence. Any insurance maintained by Lessor, its elected officials, officers, agents, or employees shall be in excess of the insurance maintained by Lessee and shall not contribute with it in this respect.

C. Lessee's insurance program may not be canceled until at least thirty (30) days prior written notice has been given to Lessor. Lessee shall obtain and furnish to Lessor replacement insurance certificates within ten (10) business days after renewal policy expiration.

11. ASSUMPTION OF RISK AND SUBROGATION WAIVER: Lessee and its sublessee(s) assume the risk of damage to their property located on the Premises. Lessee and its sublessee(s), covenant not to bring suit, and release and waive any and all claims against Lessor, its elected officials, officers, agents and employees for damage to or destruction of the property of Lessee or its sublessee(s) caused by or arising out of the errors or omission of Lessor, its elected officials, officers, agents, and employees, except to the extent any such damage or destruction is caused by or arises from the willful and/or malicious action on the part of Lessor.

Lessee and Lessor hereby release and discharge each other from all claims, losses and liabilities arising from or caused by any hazard covered by first party property insurance on or in connection with the premises or said building. This release shall apply only to the extent that such claim, loss or liability is covered by insurance.

12. ENVIRONMENTAL: Lessor covenants that no hazardous substances exist at the Premises at the time of commencement of this lease agreement. Lessor shall be responsible for compliance with all laws, regulations, guidelines, standards, or policies of any authorized governmental authorities, as now in effect or as hereinafter amended, relating to hazardous substances found at the Premises with the exception of conditions or concerns arising out of activities of Lessee or its subtenants. Lessee shall be responsible for compliance with all laws, regulations, guidelines, standards, or policies of any authorized governmental authorities, as now in effect or as hereinafter amended, relating to hazardous substances found at the Premises arising out of activities of Lessee or its subtenants.

Hazardous Substances means, without limitation, any solid waste, hazardous waste, toxic waste, dangerous waste, hazardous substance, chemical contaminant, petroleum products or other substance considered to be dangerous or hazardous to public health or the environment under the Comprehensive Environmental Response, Compensation and Liability Act, (42 U.S.C. § 9601 *et. seq.*), the Resource Conservation and Recovery Act (42 U.S.C. § 300F), the Federal Insecticide, Fungicide and Rodenticide Act (7 U.S.C. § 136 *et. seq.*), the Toxic Substances Control Act (15 U.S.C. § 2601 *et.seq.*.), the Clean Water Act (33 U.S.C. § 1251 *et. seq.*), the Clean Air Act (42 U.S.C. § 7401 *et. seq.*), the Washington Model Toxics Control Act (RCW Ch. 70.150D), or the Washington Water Pollution Control Statute (RCW Ch. 90.58).

Lessor agrees to defend, indemnify, hold harmless Lessee, its partners, affiliates, subsidiaries, directors, officers, agents, employees, and its sublessees against any and all claims, costs, judgments, awards, and liability to any person or entity, of any kind whatsoever, arising out of (i) Lessor's failure to comply with any law, regulation, guideline, standard, or policy of any authorized governmental authorities, as now in effect or as hereinafter amended, relating to hazardous substances found at the Premises or (ii) the presence or release of any Hazardous Substances at the Premises; except to the extent such non-compliance, conditions or concerns arise out of activities of Lessee or its subtenants.

Lessee agrees to defend, indemnify, hold harmless Lessor, its elected officials, officers, agents, and employees against any and all claims, costs, judgments, awards, and liability to any person or entity, of any kind whatsoever, arising out of Lessor's failure to comply with any law, regulation, guideline, standard, or policy of any authorized governmental authorities, as now in effect or as hereinafter amended, relating to hazardous substances found at the Premises arising out of activities of Lessee or its subtenants.

13. TERMINATION: This agreement shall terminate upon its expiration as provided in paragraph 3 herein.

A. EARLY TERMINATION FOR DEFAULT OR BREACH: Each of the following events shall constitute a default or breach of this lease by Lessee for which Lessor may terminate this lease prior to its expiration:

(1) Failure to pay rent when it shall become due, provided however, that

Lessee shall have the right to cure any default for nonpayment by making the payment due within ten (10) days after written notice thereof by Lessor to Lessee.

(2) Failure by Lessee to perform or comply with any of the other conditions or covenants of this lease which are reasonably within its control if such nonperformance shall continue for a period of thirty (30) days after written notice thereof by Lessor to Lessee provided Lessee shall have such extended period as may be required beyond the thirty (30) days, but in no event exceeding a total of ninety (90) days, if the nature of the cure is such that it reasonably requires more than thirty (30) days and Lessee commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion.

B. EARLY TERMINATION BY MUTUAL AGREEMENT: The parties may terminate this lease prior to its expiration at any time by mutual written agreement.

C. UNILATERAL EARLY TERMINATION BY LESSEE: Lessee my unilaterally terminate this lease prior to its expiration at any time by giving thirty (30) days advance written notice to Lessor upon the occurrence of one or more of the following causes:

(1) Casualty. The occurrence of fire, windstorm, or other casualty to the Premises if the damage caused by the fire, windstrorm, or other casualty may reasonably be expected to disrupt Lessee's operations at the Premises for more than forty-five (45) days.

(2) Condemnation. The occurrence of condemnation of the Premises by any authorized governmental authority. In the event of condemnation, Lessee may make claim on its own behalf against condemner for any losses or damages suffered by Lessee arising out of such condemnation.

D. TERMINATION BY LESSEE DUE TO INTERFERENCE: Lessee my unilaterally terminate this lease prior to its expiration as provided in paragraph 7(B).

E. CANCELLATION PRIOR TO ASSUMPTION OF POSSESSION: Lessee may unilaterally cancel this lease in writing to Lessor prior to assuming possession of the Premises for any reasonable cause. In the event that Lessee terminates this lease prior to

assuming possession of the Premises, no rent shall be owed to Lessor hereunder. Possession of the Premises shall be deemed to occur upon the earlier of expiration of the one hundred twentieth (120th) day following commencement of the initial term of this agreement or the commencement of construction of any improvement to the Premises.

F. ANNUAL TERMINATION. Notwithstanding anything to the contrary contained herein, and provided Lessee is not in default hereunder and shall have paid all rents and sums due and payable to Lessor by Lessee, Lessee shall have the right to terminate this lease upon the annual anniversary of this lease provided that six (6) months prior notice is given Lessor and provided Lessee pays to Lessor a termination fee equal to six (6) months rent at the then-current rate.

14. COMPLIANCE WITH PROVISIONS OF LAW: Nothing herein shall relieve Lessee from compliance with any federal, state or local laws, regulations, or other requirements, of any kind whatsoever, which may apply. Nothing herein shall be deemed to affect the City of Walla Walla's authority to exercise its police powers or rely upon such other remedy or remedies provided by law.

15. ENTIRE AGREEMENT: This lease constitutes the entire agreement of the parties, and supersedes all prior agreements, contracts and understandings, written or oral.

16. MODIFICATION: The provisions of this lease may be modified only by mutual written agreement of the parties.

17. ASSIGNMENT: This lease may be sold, assigned or transferred by Lessee without any approval or consent of Lessor to Lessee's principal, affiliates, subsidiaries of its principal; to any entity which acquires all or substantially all of Lessee's assets in the market defined by the Federal Communications Commission in which the Property is located by reason of a merger, acquisition or other business reorganization; or to any entity which acquires or receives an interest in the majority of communication towers of Lessee in the market defined by the Federal Communications Commission in which the Property is located. As to other parties, this lease may not be sold, assigned or transferred without the written consent of Lessor, which consent will not be unreasonably withheld or delayed. Any sublease that is entered into by Lessee shall be subject to the provisions of this lease and shall be binding upon the successors, assigns, heirs and legal representatives of the respective

parties hereto.

18. BINDING ON HEIRS, SUCCESSORS AND ASSIGNS: The provisions of this lease shall be binding upon the legal representatives, heirs, executors, administrators, sublessees, successors and assigns of the parties hereto.

19. WAIVER: No waiver or forbearance of any breach of any term or condition of this agreement shall be construed to be a waiver or forbearance of any other or subsequent breach of this same, or of any other, term or condition, and the acceptance of any performance hereunder or payment of any sum of money after the same has become due, or at a time when any other default exists hereunder, shall not constitute a waiver of the right to demand payment of all sums owing, or a waiver of any other default then or thereafter existing.

20. NOTICES: Any notice required to be given by either party to the other shall be deposited in the United States mail, postage prepaid, and shall be deemed to be given upon the date of mailing. Either party may change its address provided herein by providing written notice of a change of address to the other party at the other party's last address of record.

A. LESSOR'S ADDRESS. The address of Lessor for any notice or payment required herein shall be City Manager, City of Walla Walla, 15 N. Third Ave., Walla Walla, WA 99362.

B. LESSEE'S ADDRESS. The Lessee's address for any notice required herein shall be Cellco Partnership d/b/a Verizon Wireless, 180 Washington Valley Road, Bedminster, New Jersey 07921, Attn. Network Real Estate.

21. APPLICABLE LAW: This agreement shall be governed by and construed in accordance with the laws of State of Washington.

A. VENUE: Walla Walla County shall be the venue for any dispute arising out of this agreement or any question regarding its construction or interpretation.

22. RECORDING: Lessor shall record a copy of this lease agreement or a memorandum hereof as may be required by law with the appropriate recording officer.

23. RIGHTS UPON SALE: Should Lessor, at any time during the term of this agreement or renewal hereof, decide to sell all or any part of the Premises to a purchaser other than Lessee, such

sale shall be under and subject to this lease agreement and Lessee's rights hereunder, and any sale by Lessor of any portion of the property underlying the right-of-way herein granted shall be under and subject to the right of Lessee in and to such right-of-way.

24. SEVERABILITY: Any provision of this lease which shall prove to be invalid, void or illegal shall in no way affect, impair or invalidate any of the other provisions hereof and such other provisions shall remain in full force and effect despite such invalidity or illegality.

25. NO CONSEQUENTIAL DAMAGES. To the extent either Lessor or Lessee suffers damages resulting for the negligent or willful misconduct of the other party, its employees, agents and contractors, notwithstanding any provision of this lease to the contrary, under no circumstances shall either party be liable to the other for any consequential damages arising in connection with the construction, use or operation of the Premises or the exercise of any rights related thereto. This waiver of consequential damage shall apply only as relates to claims asserted by either Lessor or Lessee against the other, and shall not apply to claims asserted by third parties..

IN WITNESS WHEREOF, the parties hereto have executed this lease agreement.

Duane Cole

CITY OF WALLA WALLA, Lessor
By Duane Cole, City Manager
Date: 10/18/2005

Cellco Partnership d/b/a Verizon Wireless, Lessee

By Keith A Surratt

Keith A. Surratt
West Area Vice President - Network
Date 10/11/05

300153v1 <BEL>
SITE: WWPHOWARD
10/5/2005

State of Washington)
)
County of Walla Walla)

I certify that I know or have satisfactory evidence that Duane Cole 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 City Manager of the City of Walla Walla to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: 10-18-05

CAROL A. PRITCHER
COMMISSION EXPIRES
NOTARY
PUBLIC
JAN. 15, 2008
STATE OF WASHINGTON

Carol A. Pritcher
Notary Public for the State of Washington residing at Walla Walla
My appointment expires: 1-15-2008

STATE OF ARIZONA)
) SS.
COUNTY OF MARICOPA)

On this 11 day of October, 2005, before me, the undersigned, a Notary Public in and for the State of Arizona, duly commissioned and sworn, personally appeared Keith A. Surratt, to me known to be an authorized representative of Cellco Partnership d/b/a Verizon Wireless, the partnership that executed the foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of Cellco Partnership d/b/a Verizon Wireless, for the uses and purposes therein mentioned, and on oath stated that He is authorized to execute the said instrument.

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

OFFICIAL SEAL
JANET LOEBS
NOTARY PUBLIC-ARIZONA
MARICOPA COUNTY
My Comm. Expires Dec. 24, 2006

Janet Loebs
Print or Type Name: JANET LOEBS
Notary Public in and for the State of AZ,
residing at MARICOPA COUNTY
My appointment expires: DEC. 24, 2006

300153v1 <BEL>
SITE: WWPHOWARD
10/5/2005

EXHIBIT A

LESSOR'S LEGAL DESCRIPTION

ALL OF LOT 2 IN SECTION 32 IN TOWNSHIP 7 NORTH, OF RANGE 36 EAST OF THE WILLAMETTE MERIDIAN.
EXCEPT A STRIP OF LAND 30 FEET IN WIDTH EXTENDING NORTH AND SOUTH ALONG THE WEST SIDE OF SAID LOT 2, HERETOFORE DEDICATED TO WALLA WALLA COUNTY FOR ROAD PURPOSES.

ALSO INCLUDING THE FOLLOWING DESCRIBED TRACT.
BEGINNING AT A POINT MARKED WITH A STONE MONUMENT WHICH IS THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 32 IN TOWNSHIP 7 NORTH, OF RANGE 36 EAST OF THE WILLAMETTE MERIDIAN; THENCE WEST ALONG THE NORTH LINE OF SAID LOT 2 AFORESAID, 1305.83 FEET, MORE OR LESS, TO A POINT, WHICH POINT IS 30 FEET EAST OF THE SOUTHWEST CORNER OF THE NORTHEAST QUARTER OF SECTION 32 IN TOWNSHIP 7 NORTH, OF RANGE 36 EAST OF THE WILLAMETTE MERIDIAN; THENCE NORTH 16' EAST 303.27 FEET, MORE OR LESS, TO A POINT MARKED WITH A STONE MONUMENT; THENCE NORTH 68°52' EAST 172.65 FEET, MORE OR LESS, TO A POINT; THENCE NORTH 44°23' EAST 315 FEET, MORE OR LESS, TO A POINT; THENCE NORTH 35°22' EAST 198.83 FEET, MORE OR LESS, TO A POINT; THENCE NORTH 29°02' EAST 171.53 FEET, MORE OR LESS, TO A POINT; THENCE NORTH 74°22' EAST 226.10 FEET, MORE OR LESS, TO A POINT; THENCE NORTH 68°03' EAST 546 FEET, MORE OR LESS, TO A POINT, WHICH POINT IS MARKED BY A STONE MONUMENT AND IS 165.31 FEET, MORE OR LESS, SOUTH OF THE NORTHEAST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 32 IN TOWNSHIP 7 NORTH, OF RANGE 36 EAST OF THE WILLAMETTE MERIDIAN; THENCE SOUTH 00° 03' EAST ALONG THE WEST BOUNDARY LINE OF THE CITY CEMETERY 1157.92 FEET, MORE OR LESS, TO A POINT OF BEGINNING

LESSEE'S LEASE AREA DESCRIPTION

BEGINNING AT A POINT WHICH BEARS N56°59'09"E 510.22 FEET FROM THE INTERSECTION OF SOUTH 3RD AVENUE AND WHITNEY AVENUE, EVIDENCED BY A 5/8" ROD IN A MONUMENT BOX; THENCE NORTH 50.00 FEET; THENCE EAST 50.00 FEET; THENCE SOUTH 50.00 FEET; THENCE WEST 50.00 FEET TO THE POINT OF BEGINNING.

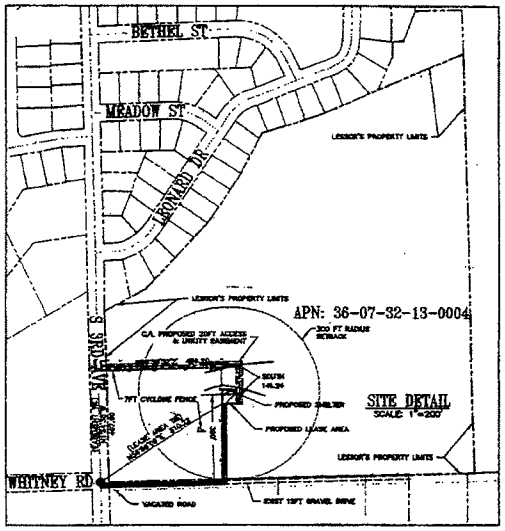
INGRESS AND EGRESS EASEMENT DESCRIPTION

AN EASEMENT 20 FEET IN WIDTH OVER AND ACROSS THAT PORTION OF LAND IN SECTION 32, TOWNSHIP 7 NORTH RANGE 36 EAST, WILLAMETTE MERIDIAN, WALLA WALLA COUNTY, WASHINGTON.

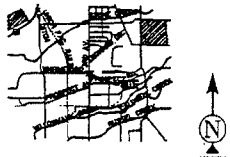
THE BOUNDARIES OF SAID EASEMENT LIE 10 FEET ON EACH SIDE, AND ARE PARALLEL WITH, THE FOLLOWING DESCRIBED CENTERLINE AND ARE TO BE EXTENDED OR SHORTENED TO FORM A UNIFORM STRIP:

BEGINNING AT A POINT ON THE EAST RIGHT-OF-WAY LINE OF SOUTH 3RD AVENUE, A POINT THAT BEARS N1°34'38"W, 407.60 FEET FROM THE SOUTHWEST CORNER OF THE LESSOR'S PROPERTY, PREVIOUSLY DESCRIBED; THENCE N88°38'52"E 469.20 FEET; THENCE SOUTH 141.24 FEET, DISTANT 10 FEET EAST WHEN MEASURED AT RIGHT ANGLES TO THE EAST LINE OF THE LEASE AREA, AS PREVIOUSLY DESCRIBED.

EXHIBIT A
Page 2 of 2



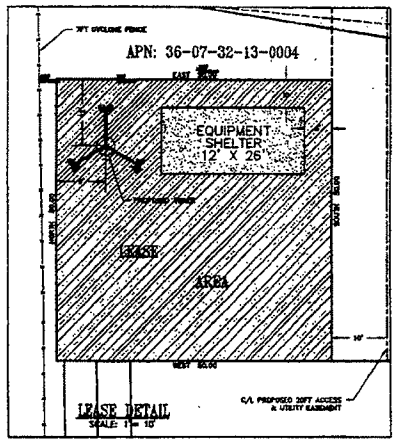
SITE DETAIL
SCALE: 1"=200'



DIRECTIONS TO SITE

FROM SEATTLE, TAKE I-90 TOWARDS THE DALLES, THEN I-82 TO UMATILLA. THEN HWY 730 AND HWY 12 TOWARDS WALLA WALLA. ENTER NORTH WALLA WALLA AND TAKE N. 3RD AV EXIT TO THE RIGHT. NEXT TURN RIGHT INTO N. 3RD AV. HEAD SOUTH, PASS CROSSING WITH WHITNEY RD. THE SITE IS ON THE RIGHT SIDE OF THE 3RD AV.

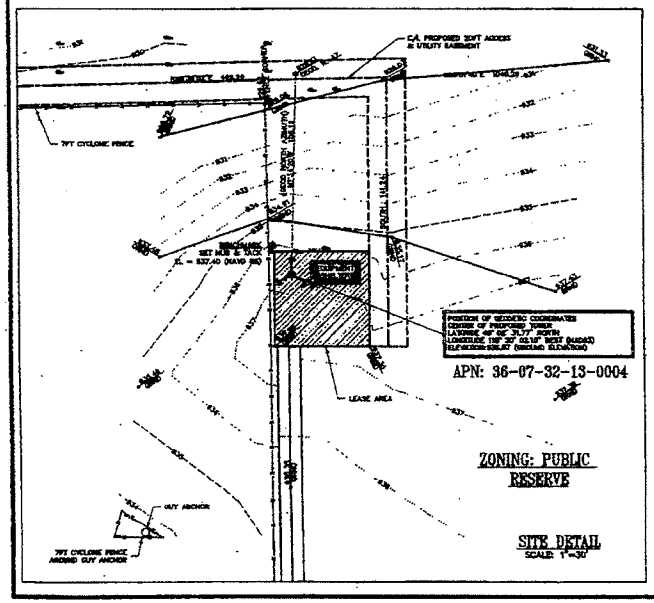
SITE NAME:	WWP NORMAN/KTEL
SITE NUMBER:	WWP NORMAN/KTEL
SITE ADDRESS:	2401 3RD AV. WALLA WALLA, WA 99362 WALLA WALLA COUNTY
OWNER'S NAME: OWNER'S ADDRESS:	CITY OF WALLA WALLA 2401 3RD AV. WALLA WALLA, WA 99362
ASSESSOR'S PARCEL NUMBER(S):	APN No. 36-07-32-13-0004
NET AREA OF UNDERLYING PARCEL(S):	33.83 ACRES
NET AREA OF PROJECT AREA:	2809 SQUARE FEET
GROUND ELEVATION:	838.57 (BASE OF PROP. TOWER)
BENCHMARK:	◆ 527 PK/NAIL, A 2HINER ELEV = 837.40 (NAVD 88)
BASIS OF ELEVATIONS:	NAVD 88 BASED ON GPS OBSERVATION OF ARG OPUS CALCULATION FROM SPOKANE 1 CORS ARP
BASIS OF BEARINGS:	WASHINGTON STATE COORDINATE SYSTEM SOUTH ZONE, NAD 83(CORS96)



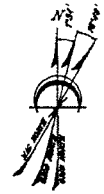
LEASE DETAIL
SCALE: 1" = 10'

LEGEND

P.O.B.	POINT OF BEGINNING	P.U.E.	PUBLIC UTILITY EASEMENT
P.O.T.	POINT OF TERMINUS		
VCBO	VERTICAL CURB & GUTTER		WATER CONTROL VALVE
R/W	RIGHT OF WAY		FIRE HYDRANT
AP	ASPHALT		GUY WIRE
D/W	ACCESS DRIVEWAY		FOUND AS NOTED
TOP	TOP OF SLOPE		POWER POLE
TOE	TOE OF SLOPE		LIGHT POLE
TBM	TEMPORARY BENCHMARK		ELECTRICAL TRANSFORMER
SW	SIDEWALK		AIR CONDITIONING UNIT
TP	TOP OF PARAPET		TELEPHONE PEDESTAL
TW	TOP OF WALL		TELEPHONE VAULT
	LOT MARKER		TELEPHONE MANHOLE
	BENCHMARK		GAS VALVE
	GPS POSITION OF GEODETIC COORDINATES		GAS METER
			WATER VALVE VAULT
	SPOT ELEVATION		PROPERTY LINE
			CHAIN LINK FENCE
	SMM ANTENNA		WOOD OR RAIL FENCE
	MICROWAVE ANTENNA		WIRE OR BARBED WIRE FENCE
			RAILROAD TRACKS
	TELECOMMUNICATIONS TOWER		



SITE DETAIL
SCALE: 1"=30'



GRAPHIC SCALE

(IN FEET)
1 inch = 10 ft.

DATE: APRIL 26, 2004

RE: WWP_NORMAN/KTEL
2401 3RD AV.
WALLA WALLA, WA 99362

I certify that the Latitude of 46° 03' 31.77" North and the Longitude of 118° 20' 02.10" West are accurate to within ±3 feet horizontally and the site elevation of 837 feet NAVD 88 is accurate to within ±10 feet vertically. With a structure height of 120 feet AGL, the overall height could be 1057 feet NAVD 88. The horizontal datum (coordinates) are in terms of the North American Datum of 1983 (NAD-83) and are expressed as degrees, minutes, and seconds (to the nearest hundredth of a second). The vertical datum (heights) are in terms of the North American Vertical Datum of 1988 and are determined to the nearest foot.

SIGNATURE: M.R.Heidecke
NAME OF SURVEYOR: MARK R. HEIDECKE, P.L.S.
REGISTRATION NO.: WA 28407

MARK R. HEIDECKE
STATE OF WASHINGTON
28407
REGISTERED PROFESSIONAL LAND SURVEYOR
EXPIRES 06/07/04

BENCHMARK

PROJECT

ELEVATION ESTABLISHED FROM GPS DERIVED ORTHOMETRIC HEIGHTS, APPLYING GEOID 99 SEPARATIONS. CONVERSIONS TO NGS CONTROL STATION – SPOKANE 1 CORS ARP

BASIS OF BEARING

BEARINGS SHOWN HEREON ARE BASED UPON U.S. STATE PLANE NAD83 COORDINATE SYSTEM WASHINGTON STATE PLANE COORDINATES SOUTHZONE DETERMINED BY GPS OBSERVATIONS.

SURVEY DATE

4/26/04

SURVEYOR'S NOTES

1. REFERENCE IS MADE TO THE REPORT CONSTRAINT NO. Y-4584 ISSUED BY FIRST AMERICAN TITLE INSURANCE COMPANY, BASIS DATEDDER 14, 2003.

2. ALL EASEMENTS AFFECTING THE SUBJECT AREA SURROUNDING THE LEASE AREA WERE PLOTTED. SURVEYOR HAS NOT PERFORMED A SEARCH OF PUBLIC RECORDS TO DETERMINE ANY DEFECT IN TITLE ISSUED.

3. THE BOUNDARY SHOWN HEREON IS PLOTTED FROM RECORD INFORMATION AND DOES NOT CONSTITUTE A BOUNDARY SURVEY OF THE PROPERTY. MONUMENTS OF RECORD WERE FOUND AND HELD FOR POSITION. THE BOUNDARY OF THE PARENT PARCEL IS DEPICTED FROM RECORD INFORMATION USING FOUND MONUMENTS FOR CONTROL.

4. LATITUDE AND LONGITUDE TAKEN AT CENTER OF PROPOSED TOWER.

5. CONTOURS ARE AT ONE (1) FOOT INTERVALS.

6. MASKERED NORTH DESIGNATION OF APPROXIMATELY 16°44' FOR THE YEAR 2004, COMPUTED BY USING THE FOLLOWING DEFINITIVE/DETERMINISTIC GEOMAGNETIC REFERENCE FIELD (IGRF/WMM) MODELING PROGRAM LOCATED ON THE NOAA/NGDC SPACE WEATHER CENTER (SPACE.WR.NOAA.GOV) AND DOES NOT ACCOUNT FOR ANY LOCAL VARIATION OR ANOMALY.

7. SITE IS LOCATED IN AN AREA DETERMINED TO BE LOCATED WITHIN FLOOD ZONE C, AN AREA OUTSIDE OF THE 100 AND 500 YEAR FLOODPLAINS.

UTILITY NOTES

THE LOCATION OF EXISTING UTILITY FACILITIES HAS NOT BEEN VERIFIED AS-BUILT. SURVEYOR DOES NOT GUARANTEE THAT ALL UTILITIES ARE SHOWN OR THEIR LOCATIONS. IT IS THE RESPONSIBILITY OF THE CONTRACTOR AND/OR SUPPLIER TO CONTACT THE "ONE-CALL SERVICE" AND ANY OTHER INVOLVED AGENCIES TO LOCATE ALL UTILITIES PRIOR TO CONSTRUCTION. REGARDING, RELOCATION AND/ OR REPLACEMENT IS THE RESPONSIBILITY OF THE CONTRACTOR. THE SURVEYOR ASSUMES NO RESPONSIBILITY FOR THE DESIGNATION OF SUCH UNDERGROUND UTILITIES, NOR FOR THE EXISTENCE OF BURIED OBJECTS WHICH ARE NOT SHOWN ON THIS MAP.

LESSOR'S LEGAL DESCRIPTION

ALL OF LOT 2 IN SECTION 32 IN TOWNSHIP 7 NORTH, OF RANGE 36 EAST OF THE WILLAMETTE MERIDIAN, EXCEPT A STRIP OF LAND 30 FEET IN WIDTH EXTENDING NORTH AND SOUTH ALONG THE WEST SIDE OF SAID LOT 2, HERETOFORE DEDICATED TO WALLA WALLA COUNTY FOR ROAD PURPOSES.

ALSO INCLUDING THE FOLLOWING DESCRIBED TRACT, BEGINNING AT A POINT MARKED WITH A STONE MONUMENT WHICH IS THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 32 IN TOWNSHIP 7 NORTH, OF RANGE 36 EAST OF THE WILLAMETTE MERIDIAN; THENCE WEST ALONG THE NORTH LINE OF SAID LOT 2 APPROXIMATELY 1300.83 FEET, MORE OR LESS, TO A POINT, WHICH POINT IS 20 FEET EAST OF THE SOUTHWEST CORNER OF THE NORTHEAST QUARTER OF SECTION 32 IN TOWNSHIP 7 NORTH, OF RANGE 36 EAST OF THE WILLAMETTE MERIDIAN; THENCE NORTH 16° 00'00" EAST 2623.97 FEET, MORE OR LESS, TO A POINT MARKED WITH A STONE MONUMENT; THENCE NORTH 88°52' EAST 175.88 FEET, MORE OR LESS, TO A POINT; THENCE NORTH 44°23' EAST 316 FEET, MORE OR LESS, TO A POINT; THENCE NORTH 39°22' EAST 146.95 FEET, MORE OR LESS, TO A POINT; THENCE NORTH 39°00' EAST 171.53 FEET, MORE OR LESS, TO A POINT; THENCE NORTH 74°01' EAST 128.75 FEET, MORE OR LESS, TO A POINT; THENCE NORTH 88°57' EAST 648 FEET, MORE OR LESS, TO A POINT, WHICH POINT IS MARKED BY A STONE MONUMENT AND IS 940.31 FEET, MORE OR LESS, SOUTH OF THE NORTHEAST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 32 IN TOWNSHIP 7 NORTH, OF RANGE 36 EAST OF THE WILLAMETTE MERIDIAN; THENCE SOUTH 00° 00' EAST ALONG THE WEST BOUNDARY LINE OF THE CITY CEMETERY 1167.66 FEET, MORE OR LESS, TO A POINT OF BEGINNING

LEASE AREA DESCRIPTION

BEGINNING AT A POINT WHICH BEARS N06°00'00"E 310.22 FEET FROM THE INTERSECTION OF SOUTH 3RD AVENUE AND WHITNEY AVENUE, ENGRAVED BY A 5/8" ROD IN A MONUMENT BOX; THENCE NORTH 50.00 FEET; THENCE EAST 50.00 FEET; THENCE SOUTH 50.00 FEET; THENCE WEST 50.00 FEET TO THE POINT OF BEGINNING.

INGRESS AND EGRESS EASEMENT DESCRIPTION

AN EASEMENT 20 FEET IN WIDTH OVER AND ACROSS THAT PORTION OF LAND IN SECTION 32, TOWNSHIP 7 NORTH, RANGE 36 EAST, WILLAMETTE MERIDIAN, WALLA WALLA COUNTY, WASHINGTON.

THE SIDELINES OF SAID EASEMENT LIE 10 FEET ON EACH SIDE, AND ARE PARALLEL WITH, THE FOLLOWING DESCRIBED CENTERLINE AND ARE TO BE EXTENDED OR SHORTENED TO FORM A UNIFORM STRIP:

BEGINNING AT A POINT ON THE EAST RIGHT-OF-WAY LINE OF SOUTH 3RD AVENUE, A POINT THAT BEARS N73°34'E, 407.90 FEET FROM THE NORTHWEST CORNER OF THE LESSOR'S PROPERTY, PREVIOUSLY DESCRIBED; THENCE N89°59'E, 49.30 FEET; THENCE SOUTH 141.24 FEET, DISTANT 10 FEET EAST WHEN MEASURED AT RIGHT ANGLES TO THE EAST LINE OF THE LEASE AREA, AS PREVIOUSLY DESCRIBED.

FINLEY ENGINEERING COMPANY, INC.
Tele Oaks Suite S-250
1800 NW 169th Place
BEAVERTON, OREGON 97006
Phones (503) 466-8480 Fax: (503) 466-8079

verizonwireless
3350 161ST AVE S
BELLEVUE, WA 98008

AFL Telecommunications
WIRELESS SERVICES, INC.
25977 SW CANYON CREEK ROAD, SUITE E
WILSONVILLE, OR 97070
Office (503) 303-3000
Fax (503) 303-3001

PROJECT NO:	WWP_HOWARD
DRAWN BY:	EJK
CHECKED BY:	TLH

REV	DATE	DESCRIPTION
0	04/26/04	FOR REVIEW
1	04/27/04	RELOCATED ACCESS EASEMENT
2	05/03/04	REVISE ELEVATION
3	05/06/04	REVISE BENCHMARK
4	05/24/04	REVISE BENCHMARK 300FT RADIUS
5	11/19/04	RELOCATED ACCESS ROAD
6	06/13/05	REVISED LEASE AREA DESCRIPTION INC

IT IS A VIOLATION OF LAW FOR ANY PERSON, UNLESS THEY ARE ACTING UNDER THE DIRECTION OF A LICENSED PROFESSIONAL ENGINEER, TO ALTER THIS DOCUMENT.

WWP_HOWARD/KTEL

2401 3RD AV.
WALLA WALLA, WA 99362

SHEET TITLE

SITE SURVEY

SHEET NUMBER

LS-1

FILED FOR RECORD AT REQUEST OF
AND WHEN RECORDED RETURN TO:
Verizon Wireless
Attn: Network Real Estate - M/S 221
3350 161st Avenue SE
Bellevue, WA 98008

Space above this line is for Recorder's use.

Memorandum of Lease Agreement

Grantor:	City of Walla Walla
Grantee:	Cellco Partnership d/b/a Verizon Wireless
Legal Description:	**Walla Walla County, State of Washington** **Official legal description as Exhibit A**
Assessor's Tax Parcel ID#:	36-07-32-13-0004
Reference # (if applicable):	N/A

300163v1<BEL>
WWP HOWARD
10/4/2005

MEMORANDUM OF LEASE AGREEMENT

THIS MEMORANDUM OF LEASE AGREEMENT evidences that a Lease Agreement ("Agreement") was entered into as of October 18, 2005, by and between City of Walla Walla ("LESSOR"), and Cellco Partnership d/b/a Verizon Wireless ("LESSEE"), for certain real property located at 2355 3rd Avenue, Walla Walla, in the County of Walla Walla, State of Washington, within the property of Lessor which is described in Exhibit "A" attached hereto ("Legal Description"), together with a right of access and to install and maintain utilities, for an initial term of five (5) years commencing as provided for in the Agreement, which term is subject to Licensee's rights to extend the term of the Agreement for four (4) terms of five (5) years each.

IN WITNESS WHEREOF, Lessor and Lessee have duly executed this Memorandum of Lease Agreement as of the day and year last below written.

LESSOR: City of Walla Walla

By: Duane Cole
Duane Cole, City Manager
Date: 10/18/2005

LESSEE: Cellco Partnership d/b/a Verizon Wireless

By: Keith A. Surratt
Keith A. Surratt
West Area Vice President, Network
Date: 10/11/05

Exhibit "A" – Legal Description

300163v1<BEL>
WWP HOWARD
10/4/2005

LESSOR ACKNOWLEDGEMENT

STATE OF Washington)
) ss.
COUNTY OF Walla Walla)

On this 18th day of October, 2005, before me, a Notary Public in and for the State of WA, personally appeared Duane Cole, 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 City Manager of City of Walla Walla, 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.

CAROL A. PRITCHER
COMMISSION EXPIRES
NOTARY
PUBLIC
JAN. 15, 2008
STATE OF WASHINGTON

Carol A. Pritcher
NOTARY PUBLIC in and for the State of WA,
residing at Walla Walla
My appointment expires 1-15-2008
Print Name Carol A. Pritcher

300163v1<BEL>
WWP HOWARD
10/4/2005

LESSEE ACKNOWLEDGMENT

STATE OF ARIZONA)
) SS.
COUNTY OF MARICOPA)

On this 11 day of October, 2005, before me, the undersigned, a Notary Public in and for the State of Arizona, duly commissioned and sworn, personally appeared Keith A. Surratt to me known to be an authorized representative of Cellco Partnership d/b/a Verizon Wireless, the partnership that executed the foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of Cellco Partnership d/b/a Verizon Wireless, for the uses and purposes therein mentioned, and on oath stated that He is authorized to execute the said instrument.

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

OFFICIAL SEAL
JANET LOEBS
NOTARY PUBLIC-ARIZONA
MARICOPA COUNTY
My Comm. Expires Dec. 24, 2006

Janet Loebs
Print or Type Name: JANET LOEBS
Notary Public in and for the State of AZ,
residing at MARICOPA COUNTY
My appointment expires: DEC. 24, 2006

300163v1<BEL>
WWP HOWARD
10/4/2005

EXHIBIT "A"
LEGAL DESCRIPTION

See Attached

LESSOR'S LEGAL DESCRIPTION

ALL OF LOT 2 IN SECTION 32 IN TOWNSHIP 7 NORTH, OF RANGE 36 EAST OF THE WILLAMETTE MERIDIAN.
EXCEPT A STRIP OF LAND 30 FEET IN WIDTH EXTENDING NORTH AND SOUTH ALONG THE WEST SIDE OF SAID LOT 2, HERETOFORE DEDICATED TO WALLA WALLA COUNTY FOR ROAD PURPOSES.

ALSO INCLUDING THE FOLLOWING DESCRIBED TRACT.
BEGINNING AT A POINT MARKED WITH A STONE MONUMENT WHICH IS THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 32 IN TOWNSHIP 7 NORTH, OF RANGE 36 EAST OF THE WILLAMETTE MERIDIAN; THENCE WEST ALONG THE NORTH LINE OF SAID LOT 2 AFORESAID, 1305.83 FEET, MORE OR LESS, TO A POINT, WHICH POINT IS 30 FEET EAST OF THE SOUTHWEST CORNER OF THE NORTHEAST QUARTER OF SECTION 32 IN TOWNSHIP 7 NORTH, OF RANGE 36 EAST OF THE WILLAMETTE MERIDIAN; THENCE NORTH 16' EAST 303.27 FEET, MORE OR LESS, TO A POINT MARKED WITH A STONE MONUMENT; THENCE NORTH 68°52' EAST 172.65 FEET, MORE OR LESS, TO A POINT; THENCE NORTH 44°23' EAST 315 FEET, MORE OR LESS, TO A POINT; THENCE NORTH 35°22' EAST 198.83 FEET, MORE OR LESS, TO A POINT; THENCE NORTH 29°02' EAST 171.53 FEET, MORE OR LESS, TO A POINT; THENCE NORTH 74°22' EAST 226.10 FEET, MORE OR LESS, TO A POINT; THENCE NORTH 68°03' EAST 546 FEET, MORE OR LESS, TO A POINT, WHICH POINT IS MARKED BY A STONE MONUMENT AND IS 165.31 FEET, MORE OR LESS, SOUTH OF THE NORTHEAST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 32 IN TOWNSHIP 7 NORTH, OF RANGE 36 EAST OF THE WILLAMETTE MERIDIAN; THENCE SOUTH 00° 03' EAST ALONG THE WEST BOUNDARY LINE OF THE CITY CEMETERY 1157.92 FEET, MORE OR LESS, TO A POINT OF BEGINNING

LESSEE'S LEASE AREA DESCRIPTION

BEGINNING AT A POINT WHICH BEARS N56°59'09"E 510.22 FEET FROM THE INTERSECTION OF SOUTH 3RD AVENUE AND WHITNEY AVENUE, EVIDENCED BY A 5/8" ROD IN A MONUMENT BOX; THENCE NORTH 50.00 FEET; THENCE EAST 50.00 FEET; THENCE SOUTH 50.00 FEET; THENCE WEST 50.00 FEET TO THE POINT OF BEGINNING.

INGRESS AND EGRESS EASEMENT DESCRIPTION

AN EASEMENT 20 FEET IN WIDTH OVER AND ACROSS THAT PORTION OF LAND IN SECTION 32, TOWNSHIP 7 NORTH RANGE 36 EAST, WILLAMETTE MERIDIAN, WALLA WALLA COUNTY, WASHINGTON.

THE BOUNDARIES OF SAID EASEMENT LIE 10 FEET ON EACH SIDE, AND ARE PARALLEL WITH, THE FOLLOWING DESCRIBED CENTERLINE AND ARE TO BE EXTENDED OR SHORTENED TO FORM A UNIFORM STRIP:

BEGINNING AT A POINT ON THE EAST RIGHT-OF-WAY LINE OF SOUTH 3RD AVENUE, A POINT THAT BEARS N1°34'38"W, 407.60 FEET FROM THE SOUTHWEST CORNER OF THE LESSOR'S PROPERTY, PREVIOUSLY DESCRIBED; THENCE N88°38'52"E 469.20 FEET; THENCE SOUTH 141.24 FEET, DISTANT 10 FEET EAST WHEN MEASURED AT RIGHT ANGLES TO THE EAST LINE OF THE LEASE AREA, AS PREVIOUSLY DESCRIBED.

CITY OF
WALLA WALLA

CITY CLERK
CITY HALL - 15 N. 3rd Ave.
P.O. Box 478
Walla Walla, WA 99362-0216
(509) 527-4424
FAX (509) 527-3745

October 21, 2005

Verizon Wireless
Attention: Network Real Estate m/s 221
3350 161ST Avenue
Bellevue WA 98008

To Whom It May Concern:

Enclosed is a fully-executed original of the Lease Agreement for lease of property at the City's cemetery. Your original of the memorandum of lease agreement will be sent to you directly from the Walla Walla County Auditor's office after it has been recorded, in accordance with your request. Enclosed is an invoice from the City of Walla Walla for the recording fees paid to the Walla Walla County Auditor's office on your behalf.

If you should have any questions regarding the execution of this agreement, please do not hesitate to contact me. Direct all other questions to Jim Dumont, Parks & Recreation Director at (509) 527-4527.

Sincerely,

Kammy D. Hill, CMC
City Clerk

Enclosures

Cc: Jim Dumont, Parks & Recreation Director

CITY OF WALLA WALLA

CITY CLERK'S DEPARTMENT
CITY HALL – PO Box 478
Walla Walla, WA 99362-0237
(509) 527-4424
FAX (509) 527-3745

INVOICE REQUEST FORM

Billing Date: October 25, 2005
Invoice # CC002
Account # 51148

Bill to:
Business Name Verizon Wireless
Attention: Network Real Estate m/s 221
Street Address 3350 161ST Avenue SE
City, State, Zip Bellevue WA 98008

REQUESTER: Kammy Hill

DATE OF SERVICE	DESCRIPTION OF SERVICE	FINANCE CREDIT BARS #	AMOUNT
October 25, 2005	County Auditor's Recording Fee	010.000.36990.0000(10)	24.00
	Memorandum of Lease Agreement		
TOTAL			24.00

If you have any questions, please contact Kammy Hill at (509) 527-4424.

PAID
NOV 0 2 2005
CITY OF WALLA WALLA

The above charge(s) will appear on your General Statement.
Please do not pay from individual invoices only from your General Statement.
Make checks payable to City of Walla Walla.
Send payment to: Finance Dept PO Box 478 Walla Walla, WA 99362-0216

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY) 01/09/07

PRODUCER
Aon Risk Services, Inc. of New York
55 East 52nd Street
New York NY 10055

PHONE - (866) 266-7475 FAX - (866) 467-7847

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

COMPANIES AFFORDING COVERAGE

COMPANY A	American Home Assurance Co.
COMPANY B	Insurance Company of the State of PA
COMPANY C	Illinois National Insurance Co
COMPANY D	National Union Fire Ins Co of Pittsburgh

INSURED
Cellco Partnership
d/b/a Verizon Wireless
180 Washington Valley Road
Bedminster NJ 07921 USA

COVERAGES SIR May Apply

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	GENERAL LIABILITY	4024042 General Liability	06/30/06	06/30/07	GENERAL AGGREGATE	$3,000,000
	[X] COMMERCIAL GENERAL LIABILITY				PRODUCTS - COMP/OP AGG	$3,000,000
	[ ] CLAIMS MADE [X] OCCUR				PERSONAL & ADV INJURY	$3,000,000
	OWNER'S & CONTRACTOR'S PROT				EACH OCCURRENCE	$3,000,000
					FIRE DAMAGE(Any one fire)	$2,000,000
					MED EXP (Any one person)	$10,000
A	AUTOMOBILE LIABILITY	3851933 Auto Liability	06/30/06	06/30/07	COMBINED SINGLE LIMIT	$2,000,000
	[X] ANY AUTO					
A	ALL OWNED AUTOS	3852428 Auto Liability - Texas	06/30/06	06/30/07	BODILY INJURY (Per person)	
A	SCHEDULED AUTOS	CA3852429 Auto Liability-Mass	06/30/06	06/30/07		
	HIRED AUTOS				BODILY INJURY (Per accident)	
A	NON-OWNED AUTOS	3852430 Auto Liability-VA	06/30/06	06/30/07		
	[X] Self Insured for				PROPERTY DAMAGE	
	Physical Damage					
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	
	ANY AUTO				OTHER THAN AUTO ONLY:	
					EACH ACCIDENT	
					AGGREGATE	
	EXCESS LIABILITY				EACH OCCURRENCE	
	UMBRELLA FORM				AGGREGATE	
	OTHER THAN UMBRELLA FORM					
A	WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY	WC7576018 AOS	06/30/06	06/30/07	[X] WC STATUTORY LIMITS [ ] OTHER	
A	THE PROPRIETOR/ PARTNERS/EXECUTIVE OFFICERS ARE. [X] INCL [ ] EXCL	WC7576019 CA	06/30/06	06/30/07	EL EACH ACCIDENT	$1,000,000
					EL DISEASE-POLICY LIMIT	$1,000,000
					EL DISEASE-EA EMPLOYEE	$1,000,000

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS
Re: Contract #61700; 201 W. Reese Avenue, Walla Walla, WA. City of Walla Walla, its elected officials, officers, agents, and employees are included as Additional Insured, excluding Workers Compensation. This insurance is Primary and non contributory per the policy terms and conditions. A Waiver of Subrogation applies in favor of the

CERTIFICATE HOLDER

City of Walla Walla
Attn: City Manager
15 N. Third Avenue
Walla Walla, WA 99362 USA

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Holder Identifier:

Certificate No: 570020840940

© ACORD CORPORATION 1988

Attachment to ACORD Certificate for Cellco Partnership

The terms, conditions and provisions noted below are hereby attached to the captioned certificate as additional description of the coverage afforded by the insurer(s). This attachment does not contain all terms, conditions, coverages or exclusions contained in the policy.

INSURED

Cellco Partnership
d/b/a Verizon Wireless
180 Washington Valley Road
Bedminster NJ 07921 USA

COMPANY
COMPANY
COMPANY
COMPANY
COMPANY

ADDITIONAL POLICIES If a policy below does not include limit information, refer to the corresponding policy on the ACORD certificate form for policy limits.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER POLICY DESCRIPTION	POLICY EFFECTIVE DATE	POLICY EXPIRATION DATE	LIMITS	
	WORKERS COMPENSATION					
B		WC7576070 FL	06/30/06	06/30/07		
B		WC7576072 AR, MA, NV,TN, VA	06/30/06	06/30/07		
C		WC7576073 MI, NY, WI	06/30/06	06/30/07		
D		7576071 OR	06/30/06	06/30/07		

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

Additional Insured.

Certificate No: 570020840940

verizon wireless

August 30, 2006

City Manager
City of Walla Walla
15 N. Third Ave
Walla Walla, WA 99362

Re: Consent to sublease for our site WWP Howard

To Whom It May Concern::

As you know, Cellco Partnership d/b/a Verizon Wireless currently has a Lease Agreement on your property located at 2401 Third Avenue Walla Walla, WA. Per the Lease Agreement, dated October 18, 2005, we are requesting your written consent for this collocation agreement:

Clearwire US LLC has applied to sublet space on the tower and in our existing leased area located at this property. Therefore, please sign and acknowledge your approval of the following:

> The undersigned, as Lessor under that certain Lease Agreement, dated October 18, 2005, with Cellco Partnership d/b/a Verizon Wireless, as Lessee, hereby gives written consent to Lessee to sublease a portion of Lessee's leased Premises to a subtenant for placement of their antennas on tower.

If the above meets your approval, please sign and date this letter and return to my attention using the enclosed posted envelope. Please feel free to call me at (206)234-6008 if you have any questions. Thank you for your time and consideration of this approval.

The above conditions are hereby approved.

Landlord: City of Walla Walla

By: Duane Cole

Name/Title: Duane Cole

Date: April 13, 2007

Very Truly Yours,

Lindsie Turville
Verizon Wireless Collocation Coordinator

CITY OF
WALLA WALLA

PARKS & RECREATION
SERVICE CENTER - 55 Moore St.
P.O. Box 478
Walla Walla, WA 99362-0216
(509) 527-4527
FAX (509) 525-0845

Noted

September 27, 2006

Jim - Where is this? Duane

Ms. Lindsie Turville
Verizon Wireless Collocation Coordinator
Ryka Communications
10259 35 Ave SW
Seattle, WA 98146

Dear Ms. Turville,

This letter is to acknowledge receipt of your communication of August 30, 2006. Clearwire US LLC's representative contacted me yesterday regarding this property. We will begin negotiations with Clearwire and once we have reached approval on a ground lease I will have the City Manager sign approval for the tower collocation.

Sincerely,

James G. Dumont
Director

cc: Duane Cole, City Manager

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 06/22/2007

PRODUCER
Aon Risk Services, Inc. of New York
199 Water Street
New York NY 10038-3551 USA

PHONE (866) 283-7122 FAX (847) 953-5390

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE		NAIC #
INSURER A:	American Home Assurance Co.	19380
INSURER B:	National Union Fire Ins Co of Pittsburgh	19445
INSURER C:	Illinois National Insurance Co	23817
INSURER D:	Insurance Company of the State of PA	19429
INSURER E:		

INSURED
Verizon Wireless
180 Washington Valley Road
Bedminster NJ 07921 USA

Holder Identifier :

Certificate No : 570023323870

COVERAGES

SIR May Apply

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE(MM\DD\YY)	POLICY EXPIRATION DATE(MM\DD\YY)	LIMITS	
A		GENERAL LIABILITY [X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC	1595260 General Liability	06/30/07	06/30/08	EACH OCCURRENCE	$2,000,000
						DAMAGE TO RENTED PREMISES (Ea occurence)	$2,000,000
						MED EXP (Any one person)	
						PERSONAL & ADV INJURY	$2,000,000
						GENERAL AGGREGATE	$2,000,000
						PRODUCTS - COMP/OP AGG	Included
A		AUTOMOBILE LIABILITY [X] ANY AUTO	1606845 AOS	06/30/07	06/30/08	COMBINED SINGLE LIMIT (Ea accident)	$2,000,000
A		[ ] ALL OWNED AUTOS	1606846 MA	06/30/07	06/30/08	BODILY INJURY (Per person)	
A		[ ] SCHEDULED AUTOS [ ] HIRED AUTOS [ ] NON OWNED AUTOS	1606847 VA	06/30/07	06/30/08	BODILY INJURY (Per accident)	
		[X] Self Insured for [X] Physical Damage				PROPERTY DAMAGE (Per accident)	
		GARAGE LIABILITY [ ] ANY AUTO				AUTO ONLY - EA ACCIDENT	
						OTHER THAN AUTO ONLY: EA ACC	
						AGG	
B		EXCESS /UMBRELLA LIABILITY [X] OCCUR [ ] CLAIMS MADE [ ] DEDUCTIBLE [ ] RETENTION	BE9834994 Umbrella (Primary)	06/30/07	06/30/08	EACH OCCURRENCE	$5,000,000
						AGGREGATE	$5,000,000
A		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	1608119 AOS	06/30/07	06/30/08	[X] WC STATUTORY LIMITS [ ] OTHER	
A		ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED?	1608120 CA	06/30/07	06/30/08	E.L. EACH ACCIDENT	$1,000,000
A		If yes, describe under SPECIAL PROVISIONS below	1608121 FL	06/30/07	06/30/08	E.L. DISEASE-EA EMPLOYEE	$1,000,000
						E.L. DISEASE-POLICY LIMIT	$1,000,000
		OTHER					

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS
Re: Site Location: Wwp Stomach - 15 North Third Avenue Walla Walla Wa City Of Walla Walla Wa Is An Additional Insured Except For Workers Compensation As Required By Written Contract But Only As Respects Operations Of The Named Insured.

CERTIFICATE HOLDER

City Of Walla Walla
15 North Third Avenue
Walla Walla WA 99362 USA

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT. BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE *Aon Risk Services Inc. of New York*

Attachment to ACORD Certificate for Verizon Wireless

The terms, conditions and provisions noted below are hereby attached to the captioned certificate as additional description of the coverage afforded by the insurer(s). This attachment does not contain all terms, conditions, coverages or exclusions contained in the policy.

INSURED

Verizon Wireless
180 Washington Valley Road
Bedminster NJ 07921 USA

INSURER
INSURER
INSURER
INSURER
INSURER

ADDITIONAL POLICIES If a policy below does not include limit information, refer to the corresponding policy on the ACORD certificate form for policy limits.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER POLICY DESCRIPTION	POLICY EFFECTIVE DATE	POLICY EXPIRATION DATE	LIMITS	
		WORKERS COMPENSATION					
D			1608123 AR, MA, NV,TN, VA	06/30/07	06/30/08		
B			1608122 OR	06/30/07	06/30/08		
C			1608124 MI, NY, WI	06/30/07	06/30/08		

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

Certificate No : 570023323870

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 06/22/2007

PRODUCER
Aon Risk Services, Inc. of New York
199 Water Street
New York NY 10038-3551 USA

PHONE - (866) 283-7122 FAX - (847) 953-5390

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE		NAIC #
INSURER A:	American Home Assurance Co.	19380
INSURER B:	National Union Fire Ins Co of Pittsburgh	19445
INSURER C:	Illinois National Insurance Co	23817
INSURER D:	Insurance Company of the State of PA	19429
INSURER E:		

INSURED
Cellco Partnership
d/b/a Verizon Wireless
180 Washington Valley Road
Bedminster NJ 07921 USA

COVERAGES

SIR: May Apply

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE(MM\DD\YY)	POLICY EXPIRATION DATE(MM\DD\YY)	LIMITS	
A		GENERAL LIABILITY [X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC	1595260	06/30/07	06/30/08	EACH OCCURRENCE	$3,000,000
						DAMAGE TO RENTED PREMISES (Ea occurence)	$2,000,000
						MED EXP (Any one person)	
						PERSONAL & ADV INJURY	$3,000,000
						GENERAL AGGREGATE	$3,000,000
						PRODUCTS - COMP/OP AGG	$3,000,000
A		AUTOMOBILE LIABILITY [X] ANY AUTO	1606845 AOS	06/30/07	06/30/08	COMBINED SINGLE LIMIT (Ea accident)	$2,000,000
A		[ ] ALL OWNED AUTOS	1606846 MA	06/30/07	06/30/08	BODILY INJURY (Per person)	
A		[ ] SCHEDULED AUTOS [ ] HIRED AUTOS [ ] NON OWNED AUTOS	1606847 VA	06/30/07	06/30/08	BODILY INJURY (Per accident)	
		[X] Self Insured for Physical Damage				PROPERTY DAMAGE (Per accident)	
		GARAGE LIABILITY [ ] ANY AUTO				AUTO ONLY - EA ACCIDENT	
						OTHER THAN AUTO ONLY: EA ACC	
						AGG	
		EXCESS /UMBRELLA LIABILITY [ ] OCCUR [ ] CLAIMS MADE [ ] DEDUCTIBLE [ ] RETENTION				EACH OCCURRENCE	
						AGGREGATE	
A		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	1608119 AOS	06/30/07	06/30/08	[X] WC STATUTORY LIMITS [ ] OTHER	
A		ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED?	1608120 CA	06/30/07	06/30/08	E.L. EACH ACCIDENT	$1,000,000
A		If yes, describe under SPECIAL PROVISIONS below	1608121 FL	06/30/07	06/30/08	E.L. DISEASE-EA EMPLOYEE	$1,000,000
						E.L. DISEASE-POLICY LIMIT	$1,000,000
		OTHER					

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS
Re: Contract #61700; 201 W. Reese Avenue, Walla Walla, WA. City of Walla Walla, its elected officials, officers, agents, and employees are included as Additional Insured, excluding Workers Compensation. This insurance is Primary and non contributory per the policy terms and conditions. A Waiver of Subrogation applies in favor of the

CERTIFICATE HOLDER

City of Walla Walla
Attn: City Manager
15 N. Third Avenue
Walla Walla, WA 99362 USA

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE *Aon Risk Services Inc. of New York*

Holder Identifier :

Certificate No : 570023314503

Attachment to ACORD Certificate for Cellco Partnership

The terms, conditions and provisions noted below are hereby attached to the captioned certificate as additional description of the coverage afforded by the insurer(s). This attachment does not contain all terms, conditions, coverages or exclusions contained in the policy.

INSURED

Cellco Partnership
d/b/a Verizon Wireless
180 Washington Valley Road
Bedminster NJ 07921 USA

INSURER
INSURER
INSURER
INSURER
INSURER

ADDITIONAL POLICIES If a policy below does not include limit information, refer to the corresponding policy on the ACORD certificate form for policy limits.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER POLICY DESCRIPTION	POLICY EFFECTIVE DATE	POLICY EXPIRATION DATE	LIMITS	
		WORKERS COMPENSATION					
D			1608123 AR, MA, NV,TN, VA	06/30/07	06/30/08		
C			1608124 MI, NY, WI	06/30/07	06/30/08		
B			1608122 OR	06/30/07	06/30/08		

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

Additional Insured.

Certificate No: 570023314503

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 06/22/2007

PRODUCER
Aon Risk Services, Inc. of New York
199 Water Street
New York NY 10038-3551 USA

PHONE - (866) 283-7122 FAX - (847) 953-5390

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED
Verizon Wireless
180 Washington Valley Road
Bedminster NJ 07921 USA

INSURERS AFFORDING COVERAGE		NAIC #
INSURER A:	American Home Assurance Co.	19380
INSURER B:	National Union Fire Ins Co of Pittsburgh	19445
INSURER C:	Illinois National Insurance Co	23817
INSURER D:	Insurance Company of the State of PA	19429
INSURER E:		

COVERAGES

SIR May Apply

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INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE(MM\DD\YY)	POLICY EXPIRATION DATE(MM\DD\YY)	LIMITS	
A		GENERAL LIABILITY [X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC	1595260 General Liability	06/30/07	06/30/08	EACH OCCURRENCE	$2,000,000
						DAMAGE TO RENTED PREMISES (Ea occurence)	$2,000,000
						MED EXP (Any one person)	
						PERSONAL & ADV INJURY	$2,000,000
						GENERAL AGGREGATE	$2,000,000
						PRODUCTS - COMP/OP AGG	Included
A		AUTOMOBILE LIABILITY [X] ANY AUTO	1606845 AOS	06/30/07	06/30/08	COMBINED SINGLE LIMIT (Ea accident)	$2,000,000
A		[ ] ALL OWNED AUTOS	1606846 MA	06/30/07	06/30/08	BODILY INJURY (Per person)	
A		[ ] SCHEDULED AUTOS [ ] HIRED AUTOS [ ] NON OWNED AUTOS	1606847 VA	06/30/07	06/30/08	BODILY INJURY (Per accident)	
		[X] Self Insured for [X] Physical Damage				PROPERTY DAMAGE (Per accident)	
		GARAGE LIABILITY [ ] ANY AUTO				AUTO ONLY - EA ACCIDENT	
						OTHER THAN AUTO ONLY: EA ACC	
						AGG	
B		EXCESS /UMBRELLA LIABILITY [X] OCCUR [ ] CLAIMS MADE [ ] DEDUCTIBLE [ ] RETENTION	BE9834994 Umbrella (Primary)	06/30/07	06/30/08	EACH OCCURRENCE	$5,000,000
						AGGREGATE	$5,000,000
A		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	1608119 AOS	06/30/07	06/30/08	[X] WC STATUTORY LIMITS [ ] OTHER	
A		ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED?	1608120 CA	06/30/07	06/30/08	E.L. EACH ACCIDENT	$1,000,000
A		If yes, describe under SPECIAL PROVISIONS below	1608121 FL	06/30/07	06/30/08	E.L. DISEASE-EA EMPLOYEE	$1,000,000
						E.L. DISEASE-POLICY LIMIT	$1,000,000
		OTHER					

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

Re: Site Location: Wwp Stomach - 15 North Third Avenue Walla Walla Wa City Of Walla Walla Wa Is An Additional Insured Except For Workers Compensation As Required By Written Contract But Only As Respects Operations Of The Named Insured.

CERTIFICATE HOLDER

City Of Walla Walla
15 North Third Avenue
Walla Walla WA 99362 USA

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE *Aon Risk Services Inc. of New York*

Holder Identifier :

Certificate No : 570023313533

Attachment to ACORD Certificate for Verizon Wireless

The terms, conditions and provisions noted below are hereby attached to the captioned certificate as additional description of the coverage afforded by the insurer(s). This attachment does not contain all terms, conditions, coverages or exclusions contained in the policy.

INSURED

Verizon Wireless
180 Washington Valley Road
Bedminster NJ 07921 USA

INSURER
INSURER
INSURER
INSURER
INSURER

ADDITIONAL POLICIES If a policy below does not include limit information, refer to the corresponding policy on the ACORD certificate form for policy limits.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER POLICY DESCRIPTION	POLICY EFFECTIVE DATE	POLICY EXPIRATION DATE	LIMITS	
		WORKERS COMPENSATION					
D			1608123 AR, MA, NV,TN, VA	06/30/07	06/30/08		
B			1608122 OR	06/30/07	06/30/08		
C			1608124 MI, NY, WI	06/30/07	06/30/08		

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

Certificate No : 570023313533

verizon wireless

October 15, 2009

City of Walla Walla
Attn: Jim Dumont
15 N. Third Ave
Walla Walla, WA 99362

Re: Verizon Site: WWP HOWARD

To Whom It May Concern:

As you know, T-Mobile seeks to enter into a Supplement Agreement with Verizon Wireless for tower space at the above mentioned tower facility owned by Verizon Wireless. The City will lease seperate ground space to T-Mobile.

Pursuant to Paragraph 17, Lessor must consent to any sublease agreement.

Verizon Wireless seeks the Lessor's consent to sublease tower space to TMobile at the above mentioned site.

Please consent to this sublease by signing and dating this letter.

Lessor: The City of Walla Walla

By (print): *Tim McCarty, Interim City Manager*

Name (signature): *Tim McCarty*

Date: *October 16, 2009*

Kindest Regards,

Jessica Pierce
Verizon Wireless, Inbound Collocation Consultant
(206)200-8333

CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY) 06/23/2011

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

Holder Identifier :

PRODUCER
Aon Risk Services Northeast, Inc.
New York NY Office
199 Water Street
New York NY 10038-3551 USA

CONTACT NAME:
PHONE (A/C. No. Ext): (866) 283-7122 FAX (A/C. No.): (847) 953-5390
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A:	National Union Fire Ins Co of Pittsburgh	19445
INSURER B:	New Hampshire Ins Co	23841
INSURER C:	Illinois National Insurance Co	23817
INSURER D:		
INSURER E:		
INSURER F:		

INSURED
Verizon Wireless its Subsidiaries
and Affiliated Companies
One Verizon Way
Basking Ridge NJ 07920-1097 USA

COVERAGES **CERTIFICATE NUMBER:** 570042933530 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. **Limits shown are as requested**

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY			2449475	06/30/2011	06/30/2012	EACH OCCURRENCE	$1,000,000
	X COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$2,000,000
	CLAIMS-MADE X OCCUR						MED EXP (Any one person)	$10,000
							PERSONAL & ADV INJURY	$1,000,000
							GENERAL AGGREGATE	$2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	$2,000,000
	X POLICY PRO-JECT LOC							
A	AUTOMOBILE LIABILITY			CA3506323 AOS	06/30/2011	06/30/2012	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
A	X ANY AUTO			CA3506325 MA	06/30/2011	06/30/2012	BODILY INJURY (Per person)	
A	ALL OWNED AUTOS / SCHEDULED AUTOS			CA3506324 VA	06/30/2011	06/30/2012	BODILY INJURY (Per accident)	
	HIRED AUTOS / NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	
A	X UMBRELLA LIAB X OCCUR			25030349	06/30/2011	06/30/2012	EACH OCCURRENCE	$5,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$5,000,000
	X DED RETENTION							
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			015883656 AOS	06/30/2011	06/30/2012	X WC STATU-TORY LIMITS OTH-ER	
A	ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N N	N/A		015883659 CA	06/30/2011	06/30/2012	E.L. EACH ACCIDENT	$1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE-EA EMPLOYEE	$1,000,000
							E.L. DISEASE-POLICY LIMIT	$1,000,000

Certificate No : 570042933530

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Re: Site Location: Wwp Stomach - 15 North Third Avenue Walla Walla Wa City Of Walla Walla Wa Is An Additional Insured Except For Workers Compensation As Required By Written Contract But Only As Respects Operations Of The Named Insured.

CERTIFICATE HOLDER

City Of Walla Walla
15 North Third Avenue
Walla Walla WA 99362 USA

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Aon Risk Services Northeast, Inc.

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The ACORD name and logo are registered marks of ACORD

Attachment to ACORD Certificate for Verizon Wireless its Subsidiaries

The terms, conditions and provisions noted below are hereby attached to the captioned certificate as additional description of the coverage afforded by the insurer(s). This attachment does not contain all terms, conditions, coverages or exclusions contained in the policy.

INSURED

Verizon Wireless its Subsidiaries
and Affiliated Companies
One Verizon Way
Basking Ridge NJ 07920-1097 USA

INSURER
INSURER
INSURER
INSURER
INSURER

ADDITIONAL POLICIES If a policy below does not include limit information, refer to the corresponding policy on the ACORD certificate form for policy limits.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER/ POLICY DESCRIPTION	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	WORKERS COMPENSATION							
C		N/A		015883661 FL	06/30/2011	06/30/2012		
B		N/A		015883660 TX	06/30/2011	06/30/2012		
B		N/A		015883657 MA,MI,ND,OH,WA,WI,WV,WY	06/30/2011	06/30/2012		
B		N/A		015883658 MN	06/30/2011	06/30/2012		

Certificate No : 570042933530

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 06/24/2010

PRODUCER
Aon Risk Services Northeast, Inc.
New York NY Office
199 Water Street
New York NY 10038-3551 USA

PHONE - (866) 283-7122 FAX - (847) 953-5390

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED
Cellco Partnership
d/b/a Verizon Wireless
One Verizon Way
Basking Ridge NJ 07920-1097 USA

INSURERS AFFORDING COVERAGE		NAIC #
INSURER A:	National Union Fire Ins Co of Pittsburgh	19445
INSURER B:	Illinois National Insurance Co	23817
INSURER C:	New Hampshire Ins Co	23841
INSURER D:		
INSURER E:		

Holder Identifier :

COVERAGES

SIR applies per terms and conditions of the policy

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

LIMITS SHOWN ARE AS REQUESTED

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE(MM/DD/YYYY)	POLICY EXPIRATION DATE(MM/DD/YYYY)	LIMITS	
A		GENERAL LIABILITY [X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS MADE [X] OCCUR [X] XCU Included [ ] GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC	4360741	06/30/2010	06/30/2011	EACH OCCURRENCE	$1,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence)	$2,000,000
						MED EXP (Any one person)	$10,000
						PERSONAL & ADV INJURY	$1,000,000
						GENERAL AGGREGATE	$2,000,000
						PRODUCTS - COMP/OP AGG	$2,000,000
A		AUTOMOBILE LIABILITY [X] ANY AUTO	3482154 AOS	06/30/2010	06/30/2011	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
A		[ ] ALL OWNED AUTOS	3482155 MA	06/30/2010	06/30/2011	BODILY INJURY (Per person)	
A		[ ] SCHEDULED AUTOS	3482156 VA	06/30/2010	06/30/2011	BODILY INJURY (Per accident)	
		[ ] HIRED AUTOS				PROPERTY DAMAGE (Per accident)	
		[ ] NON OWNED AUTOS					
		[X] Self Insured for					
		[ ] Physical Damage					
		GARAGE LIABILITY [ ] ANY AUTO				AUTO ONLY - EA ACCIDENT	
						OTHER THAN AUTO ONLY : EA ACC	
						AGG	
		EXCESS / UMBRELLA LIABILITY [X] OCCUR [ ] CLAIMS MADE				EACH OCCURRENCE	
						AGGREGATE	
		[ ] DEDUCTIBLE					
		[X] RETENTION					
A		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	020342905 AOS	06/30/2010	06/30/2011	[X] WC STATUTORY LIMITS [ ] OTHER	
C		ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [N]	020342910 MA,MI,MN,NY, WI,WV	06/30/2010	06/30/2011	E.L. EACH ACCIDENT	$1,000,000
C		If yes, describe under SPECIAL PROVISIONS below	020342908 OR	06/30/2010	06/30/2011	E.L. DISEASE-EA EMPLOYEE	$1,000,000
						E.L. DISEASE-POLICY LIMIT	$1,000,000
		OTHER					

Certificate No : 570039312506

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

Contract#: 61700, Site Name: WWP STOMACH, Alt#2, Site Address: 15 North Third Avenue Walla Walla, WA (Walls Walls County). City of Walla Walla WA, its elected officials, officers, agents and employees are included as Additional Insured, where required by written contract, except for Workers Compensation and Employers Liability.

CERTIFICATE HOLDER

City of Walla Walla WA
Attn: City Manager
15 North 3RD Avenue
Walla Walla WA 99362 USA

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT. BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE *Aon Risk Services Northeast Inc.*

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The ACORD name and logo are registered marks of ACORD

Attachment to ACORD Certificate for Cellco Partnership

The terms, conditions and provisions noted below are hereby attached to the captioned certificate as additional description of the coverage afforded by the insurer(s). This attachment does not contain all terms, conditions, coverages or exclusions contained in the policy.

INSURED

Cellco Partnership
d/b/a Verizon Wireless
One Verizon Way
Basking Ridge NJ 07920-1097 USA

INSURER
INSURER
INSURER
INSURER
INSURER

ADDITIONAL POLICIES If a policy below does not include limit information, refer to the corresponding policy on the ACORD certificate form for policy limits.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER POLICY DESCRIPTION	POLICY EFFECTIVE DATE	POLICY EXPIRATION DATE	LIMITS	
		WORKERS COMPENSATION					
B			020342907 FL	06/30/2010	06/30/2011		
A			020342906 CA	06/30/2010	06/30/2011		
C			020342909 TX	06/30/2010	06/30/2011		

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

Waiver of Subrogation, in favor of the certificate holder, applies to the General Liability and Workers Compensation policies.

Certificate No : 570039312506

HELP

We are seeking your help. In the event that you **no longer** do business with Verizon and **no longer** are in need of their certificate of insurance could you please check the "Inactivate" Box below, and **fax or email this letter along with your certificate of insurance** to the following:

Fax #- 1-800-363-0105

Email- acs.chicago@aon.com

Your assistance with this is greatly appreciated!!!

Thank you so kindly!

Verizon ID 570000027366
Verizon Wireless ID 57000003581

☐ Inactivate my certificate

CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY) 06/18/2009

PRODUCER
Aon Risk Services Northeast, Inc.
New York NY Office
199 Water Street
New York NY 10038-3551 USA

PHONE (866) 283-7122 FAX (847) 953-5390

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED
Cellco Partnership
d/b/a Verizon Wireless
One Verizon Way
Basking Ridge NJ 07920-1097 USA

INSURERS AFFORDING COVERAGE		NAIC #
INSURER A:	National Union Fire Ins Co of Pittsburgh	19445
INSURER B:	New Hampshire Ins Co	23841
INSURER C:	Illinois National Insurance Co	23817
INSURER D:		
INSURER E:		

Holder Identifier :

COVERAGES

SIR applies per terms and conditions of the policy

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

LIMITS SHOWN ARE AS REQUESTED

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE(MM/DD/YYYY)	POLICY EXPIRATION DATE(MM/DD/YYYY)	LIMITS	
A		GENERAL LIABILITY [X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS MADE [X] OCCUR [X] XCU Included [ ] GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC	0907415	06/30/2009	06/30/2010	EACH OCCURRENCE	$1,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence)	$1,000,000
						MED EXP (Any one person)	$10,000
						PERSONAL & ADV INJURY	$1,000,000
						GENERAL AGGREGATE	$1,000,000
						PRODUCTS - COMP/OP AGG	$1,000,000
A		AUTOMOBILE LIABILITY [X] ANY AUTO	0919443 AOS	06/30/2009	06/30/2010	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
A		[ ] ALL OWNED AUTOS	0919444 MA	06/30/2009	06/30/2010	BODILY INJURY (Per person)	
A		[ ] SCHEDULED AUTOS	0919445 VA	06/30/2009	06/30/2010	BODILY INJURY (Per accident)	
		[ ] HIRED AUTOS					
		[ ] NON OWNED AUTOS					
		[X] Self Insured for				PROPERTY DAMAGE (Per accident)	
		[ ] Physical Damage					
		GARAGE LIABILITY [ ] ANY AUTO				AUTO ONLY - EA ACCIDENT	
		[ ]				OTHER THAN AUTO ONLY : EA ACC	
						AGG	
		EXCESS / UMBRELLA LIABILITY [X] OCCUR [ ] CLAIMS MADE				EACH OCCURRENCE	
						AGGREGATE	
		[ ] DEDUCTIBLE					
		[ ] RETENTION					
A		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	60168870 AOS	06/30/2009	06/30/2010	[X] WC STATUTORY LIMITS [ ] OTHER	
B		ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [N] (Mandatory in NH)	60168869 MMI,MN,NY,WI,WV	06/30/2009	06/30/2010	E.L. EACH ACCIDENT	$1,000,000
B		If yes, describe under SPECIAL PROVISIONS below	60168868 OR	06/30/2009	06/30/2010	E.L. DISEASE-EA EMPLOYEE	$1,000,000
						E.L. DISEASE-POLICY LIMIT	$1,000,000
		OTHER					

Certificate No : 570035048648

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

Contract#: 61700, Site Name: WWP STOMACH, Alt#2, Site Address: 15 North Third Avenue Walla Walla, WA (Walls Walls County). City of Walla Walla WA, its elected officials, officers, agents and employees are included as Additional Insured, where required by written contract, except for Workers Compensation and Employers Liability.

CERTIFICATE HOLDER

City of Walla Walla WA
Attn: City Manager
15 North 3RD Avenue
Walla Walla WA 99362 USA

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE *Aon Risk Services Northeast, Inc.*

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The ACORD name and logo are registered marks of ACORD

Attachment to ACORD Certificate for Cellco Partnership

The terms, conditions and provisions noted below are hereby attached to the captioned certificate as additional description of the coverage afforded by the insurer(s). This attachment does not contain all terms, conditions, coverages or exclusions contained in the policy.

INSURED

Cellco Partnership
d/b/a Verizon Wireless
One Verizon Way
Basking Ridge NJ 07920-1097 USA

INSURER
INSURER
INSURER
INSURER
INSURER

ADDITIONAL POLICIES If a policy below does not include limit information, refer to the corresponding policy on the ACORD certificate form for policy limits.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER POLICY DESCRIPTION	POLICY EFFECTIVE DATE	POLICY EXPIRATION DATE	LIMITS	
		WORKERS COMPENSATION					
C			60168867 FL	06/30/2009	06/30/2010		
A			60168866 CA	06/30/2009	06/30/2010		
B			60168865 TX	06/30/2009	06/30/2010		
B			60168864 NJ	06/30/2009	06/30/2010		

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

Waiver of Subrogation, in favor of the certificate holder, applies to the General Liability and Workers Compensation policies.

Certificate No : 570035048648

CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY) 06/17/2009

PRODUCER
Aon Risk Services Northeast, Inc.
New York NY Office
199 Water Street
New York NY 10038-3551 USA

PHONE - (866) 283-7122 FAX - (847) 953-5390

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED
Verizon Wireless its Subsidiaries
and Affiliated Companies
180 Washington Valley Rd.
Bedminster NJ 07921 USA

INSURERS AFFORDING COVERAGE		NAIC #
INSURER A:	National Union Fire Ins Co of Pittsburgh	19445
INSURER B:	New Hampshire Ins Co	23841
INSURER C:	Illinois National Insurance Co	23817
INSURER D:		
INSURER E:		

COVERAGES SIR applies per terms and conditions of the policy

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

LIMITS SHOWN ARE AS REQUESTED

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE(MM/DD/YYYY)	POLICY EXPIRATION DATE(MM/DD/YYYY)	LIMITS	
A		GENERAL LIABILITY [X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC	0907415	06/30/2009	06/30/2010	EACH OCCURRENCE	$1,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence)	$2,000,000
						MED EXP (Any one person)	$10,000
						PERSONAL & ADV INJURY	$1,000,000
						GENERAL AGGREGATE	$2,000,000
						PRODUCTS - COMP/OP AGG	$2,000,000
A		AUTOMOBILE LIABILITY [X] ANY AUTO	0919443 AOS	06/30/2009	06/30/2010	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
A		[ ] ALL OWNED AUTOS	0919444 MA	06/30/2009	06/30/2010	BODILY INJURY (Per person)	
A		[ ] SCHEDULED AUTOS [ ] HIRED AUTOS	0919445 VA	06/30/2009	06/30/2010	BODILY INJURY (Per accident)	
		[ ] NON OWNED AUTOS [X] Self Insured for [X] Physical Damage				PROPERTY DAMAGE (Per accident)	
		GARAGE LIABILITY [ ] ANY AUTO				AUTO ONLY - EA ACCIDENT	
						OTHER THAN AUTO ONLY: EA ACC	
						AGG	
A		EXCESS / UMBRELLA LIABILITY [X] OCCUR [ ] CLAIMS MADE [ ] DEDUCTIBLE [ ] RETENTION	3323782	06/30/2009	06/30/2010	EACH OCCURRENCE	$5,000,000
						AGGREGATE	$5,000,000
A		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N	60168870 AOS	06/30/2009	06/30/2010	[X] WC STATUTORY LIMITS [ ] OTHER	
A		ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? [N]	60168866 CA	06/30/2009	06/30/2010	E.L. EACH ACCIDENT	$1,000,000
B		(Mandatory in NH)	60168864 NJ	06/30/2009	06/30/2010	E.L. DISEASE-EA EMPLOYEE	$1,000,000
		If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE-POLICY LIMIT	$1,000,000
		OTHER					

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS
Re: Site Location: Wwp Stomach - 15 North Third Avenue Walla Walla Wa City Of Walla Walla Wa Is An Additional Insured Except For Workers Compensation As Required By Written Contract But Only As Respects Operations Of The Named Insured.

CERTIFICATE HOLDER
City Of Walla Walla
15 North Third Avenue
Walla Walla WA 99362 USA

CANCELLATION
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE Aon Risk Services Northeast, Inc.

Holder Identifier :

Certificate No : 570035005682

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The ACORD name and logo are registered marks of ACORD

Attachment to ACORD Certificate for Verizon Wireless its Subsidiaries

The terms, conditions and provisions noted below are hereby attached to the captioned certificate as additional description of the coverage afforded by the insurer(s). This attachment does not contain all terms, conditions, coverages or exclusions contained in the policy.

INSURED

Verizon Wireless its Subsidiaries
and Affiliated Companies
180 Washington Valley Rd.
Bedminster NJ 07921 USA

INSURER
INSURER
INSURER
INSURER
INSURER

ADDITIONAL POLICIES If a policy below does not include limit information, refer to the corresponding policy on the ACORD certificate form for policy limits.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER POLICY DESCRIPTION	POLICY EFFECTIVE DATE	POLICY EXPIRATION DATE	LIMITS	
		WORKERS COMPENSATION					
C			60168867 FL	06/30/2009	06/30/2010		
B			60168868 OR	06/30/2009	06/30/2010		
B			60168865 TX	06/30/2009	06/30/2010		
B			60168869 MI,MN,NY,WI,WV	06/30/2009	06/30/2010		

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

Certificate No : 570035005682

CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY) 06/20/2012

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Aon Risk Services Northeast, Inc.
New York NY Office
199 Water Street
New York NY 10038-3551 USA

CONTACT NAME:
PHONE (A/C. No. Ext): (866) 283-7122 **FAX (A/C. No.):** (847) 953-5390
E-MAIL ADDRESS:

INSURED
Verizon Wireless its Subsidiaries
and Affiliated Companies
One Verizon Way
Basking Ridge NJ 07920-1097 USA

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A:	National Union Fire Ins Co of Pittsburgh	19445
INSURER B:	New Hampshire Ins Co	23841
INSURER C:	Illinois National Insurance Co	23817
INSURER D:		
INSURER E:		
INSURER F:		

COVERAGES **CERTIFICATE NUMBER:** 570046657370 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. **Limits shown are as requested**

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	**GENERAL LIABILITY**			GL4406493	06/30/2012	06/30/2013	EACH OCCURRENCE	$1,000,000
	X COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$2,000,000
	CLAIMS-MADE X OCCUR						MED EXP (Any one person)	$10,000
							PERSONAL & ADV INJURY	$1,000,000
							GENERAL AGGREGATE	$2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	$2,000,000
	X POLICY PRO-JECT LOC							
A	**AUTOMOBILE LIABILITY**			CA 498-28-19 AOS	06/30/2012	06/30/2013	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
A	X ANY AUTO			CA 498-28-21 MA	06/30/2012	06/30/2013	BODILY INJURY (Per person)	
A	ALL OWNED AUTOS / SCHEDULED AUTOS			CA 498-28-20 VA	06/30/2012	06/30/2013	BODILY INJURY (Per accident)	
	HIRED AUTOS / NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	
A	X **UMBRELLA LIAB** X OCCUR			13273226	06/30/2012	06/30/2013	EACH OCCURRENCE	$5,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$5,000,000
	DED RETENTION							
B	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY**			WC061967945 AOS	06/30/2012	06/30/2013	X WC STATU-TORY LIMITS OTH-ER	
A	ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N N	N / A		WC061967946 CA	06/30/2012	06/30/2013	E.L. EACH ACCIDENT	$1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE-EA EMPLOYEE	$1,000,000
							E.L. DISEASE-POLICY LIMIT	$1,000,000

If certificate is no longer required, please fax to ACS at 1-800-363-0105 to have removed from our list.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Re: Site Location: Wwp Stomach - 15 North Third Avenue Walla Walla Wa City Of Walla Walla Wa Is An Additional Insured Except For Workers Compensation As Required By Written Contract But Only As Respects Operations Of The Named Insured.

CERTIFICATE HOLDER

City Of Walla Walla
15 North Third Avenue
Walla Walla WA 99362 USA

RECEIVED
JUL 06 2012
CDA

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Aon Risk Services Northeast, Inc.

Holder Identifier :

Certificate No : 570046657370

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Attachment to ACORD Certificate for Verizon Wireless its Subsidiaries

The terms, conditions and provisions noted below are hereby attached to the captioned certificate as additional description of the coverage afforded by the insurer(s). This attachment does not contain all terms, conditions, coverages or exclusions contained in the policy.

INSURED

Verizon Wireless its Subsidiaries
and Affiliated Companies
One Verizon Way
Basking Ridge NJ 07920-1097 USA

INSURER
INSURER
INSURER
INSURER
INSURER

ADDITIONAL POLICIES If a policy below does not include limit information, refer to the corresponding policy on the ACORD certificate form for policy limits.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER/ POLICY DESCRIPTION	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	WORKERS COMPENSATION							
C		N/A		WC061967947 FL	06/30/2012	06/30/2013		
B		N/A		WC061967949 MA,MI,ND,OH,WA,WI,WV,WY	06/30/2012	06/30/2013		
B		N/A		WC061967948 MN	06/30/2012	06/30/2013		

If certificate is no longer required, please fax to ACS at 1-800-363-0105 to have removed from our list.

Certificate No : 570046657370

CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY) 06/20/2012

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Aon Risk Services Northeast, Inc.
New York NY Office
199 Water Street
New York NY 10038-3551 USA

CONTACT NAME:
PHONE (A/C. No. Ext): (866) 283-7122 **FAX (A/C. No.):** (847) 953-5390
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A:	National Union Fire Ins Co of Pittsburgh	19445
INSURER B:	New Hampshire Ins Co	23841
INSURER C:	Illinois National Insurance Co	23817
INSURER D:		
INSURER E:		
INSURER F:		

INSURED
Cellco Partnership
d/b/a Verizon Wireless
One Verizon Way
Basking Ridge NJ 07920-1097 USA

COVERAGES **CERTIFICATE NUMBER:** 570046650406 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. **Limits shown are as requested**

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	**GENERAL LIABILITY**			GL4406493	06/30/2012	06/30/2013	EACH OCCURRENCE	$1,000,000
	X COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$2,000,000
	CLAIMS-MADE X OCCUR						MED EXP (Any one person)	$10,000
	X XCU Included						PERSONAL & ADV INJURY	$1,000,000
							GENERAL AGGREGATE	$2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$2,000,000
A	**AUTOMOBILE LIABILITY**			CA 498-28-19 AOS	06/30/2012	06/30/2013	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
A	X ANY AUTO			CA 498-28-21 MA	06/30/2012	06/30/2013	BODILY INJURY (Per person)	
A	ALL OWNED AUTOS / SCHEDULED AUTOS			CA 498-28-20 VA	06/30/2012	06/30/2013	BODILY INJURY (Per accident)	
	HIRED AUTOS / NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	
	DED RETENTION							
B	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY**			WC061967945 AOS	06/30/2012	06/30/2013	X WC STATU-TORY LIMITS OTH-ER	
B	ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N N **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		WC061967949 MA,MI,ND,OH,WA,WI,WV,WY	06/30/2012	06/30/2013	E.L. EACH ACCIDENT	$1,000,000
							E.L. DISEASE-EA EMPLOYEE	$1,000,000
							E.L. DISEASE-POLICY LIMIT	$1,000,000

If certificate is no longer required, please fax to ACS at 1-800-363-0105 to have removed from our list.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Contract#: 61700, Site Name: WWP STOMACH, Alt#2, Site Address: 15 North Third Avenue Walla Walla, WA (Walls Walls County). City of Walla Walla WA, its elected officials, officers, agents and employees are included as Additional Insured, where required by written contract, except for Workers Compensation and Employers Liability. Waiver of Subrogation, in favor of the certificate holder, applies to the General Liability and Workers Compensation policies.

CERTIFICATE HOLDER

City of Walla Walla WA
Attn: City Manager
15 North 3RD Avenue
Walla Walla WA 99362 USA

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Aon Risk Services Northeast, Inc.

Holder Identifier :

Certificate No : 570046650406

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Attachment to ACORD Certificate for Cellco Partnership

The terms, conditions and provisions noted below are hereby attached to the captioned certificate as additional description of the coverage afforded by the insurer(s). This attachment does not contain all terms, conditions, coverages or exclusions contained in the policy.

INSURED

Cellco Partnership
d/b/a Verizon Wireless
One Verizon Way
Basking Ridge NJ 07920-1097 USA

INSURER
INSURER
INSURER
INSURER
INSURER

ADDITIONAL POLICIES If a policy below does not include limit information, refer to the corresponding policy on the ACORD certificate form for policy limits.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER/ POLICY DESCRIPTION	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	WORKERS COMPENSATION							
C		N/A		WC061967947 FL	06/30/2012	06/30/2013		
A		N/A		WC061967946 CA	06/30/2012	06/30/2013		
B		N/A		WC061967948 MN	06/30/2012	06/30/2013		

If certificate is no longer required, please fax to ACS at 1-800-363-0105 to have removed from our list.

Certificate No : 570046650406

CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY) 06/19/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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PRODUCER
Aon Risk Services Northeast, Inc.
New York NY Office
199 Water Street
New York NY 10038-3551 USA

CONTACT NAME:
PHONE (A/C. No. Ext): (866) 283-7122 FAX (A/C. No.): (800) 363-0105
E-MAIL ADDRESS:

INSURED
Cellco Partnership
d/b/a Verizon Wireless
15505 Sand Canyon Ave.
Irvine CA 92618 USA

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A:	National Union Fire Ins Co of Pittsburgh	19445
INSURER B:	New Hampshire Ins Co	23841
INSURER C:	Illinois National Insurance Co	23817
INSURER D:		
INSURER E:		
INSURER F:		

COVERAGES **CERTIFICATE NUMBER:** 570054217886 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. **Limits shown are as requested**

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR X XCU Included GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY [ ] PRO-JECT [ ] LOC OTHER:			GL7266932	06/30/2014	06/30/2015	EACH OCCURRENCE	$1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$2,000,000
							MED EXP (Any one person)	$10,000
							PERSONAL & ADV INJURY	$1,000,000
							GENERAL AGGREGATE	$2,000,000
							PRODUCTS - COMP/OP AGG	$2,000,000
A	AUTOMOBILE LIABILITY			CA 350-06-58 AOS	06/30/2014	06/30/2015	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
A	X ANY AUTO			CA 350-06-59 MA	06/30/2014	06/30/2015	BODILY INJURY (Per person)	
A	ALL OWNED AUTOS [ ] SCHEDULED AUTOS HIRED AUTOS [ ] NON-OWNED AUTOS			CA 350-06-60 VA	06/30/2014	06/30/2015	BODILY INJURY (Per accident)	
							PROPERTY DAMAGE (Per accident)	
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB [ ] CLAIMS-MADE DED X RETENTION $10,000			49131372	06/30/2014	06/30/2015	EACH OCCURRENCE	
							AGGREGATE	
B A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N / A	WC026035004 AOS WC027527697 CA	06/30/2014 06/30/2014	06/30/2015 06/30/2015	X PER STATUTE [ ] OTH-ER	
							E.L. EACH ACCIDENT	$1,000,000
							E.L. DISEASE-EA EMPLOYEE	$1,000,000
							E.L. DISEASE-POLICY LIMIT	$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Contract#: 61700, Site Name: WWP STOMACH, Alt#2, Site Address: 15 North Third Avenue Walla Walla, WA (Walls Walls County). City of Walla Walla WA, its elected officials, officers, agents and employees are included as Additional Insured, where required by written contract, except for Workers Compensation and Employers Liability. Waiver of Subrogation, in favor of the certificate holder, applies to the General Liability and Workers Compensation policies.

CERTIFICATE HOLDER

City of Walla Walla WA
Attn: City Manager
15 North 3RD Avenue
Walla Walla WA 99362 USA

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Aon Risk Services Northeast, Inc.

Holder Identifier :

Certificate No : 570054217886

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AGENCY CUSTOMER ID: 570000027366
LOC #:

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Aon Risk Services Northeast, Inc.	Cellco Partnership
POLICY NUMBER: See Certificate Number: 570054217886	
CARRIER: See Certificate Number: 570054217886 — NAIC CODE:	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 **FORM TITLE:** Certificate of Liability Insurance

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER	
INSURER	
INSURER	
INSURER	

ADDITIONAL POLICIES If a policy below does not include limit information, refer to the corresponding policy on the ACORD certificate form for policy limits.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
	WORKERS COMPENSATION							
C		N/A		WC026035009 FL	06/30/2014	06/30/2015		
B		N/A		WC026035011 MN	06/30/2014	06/30/2015		
B		N/A		WC026035012 MA,MI,ND,OH,WA,WI,WV,WY	06/30/2014	06/30/2015		
B		N/A		WC026035006 IL KY NC NH UT VT	06/30/2014	06/30/2015		
B		N/A		WC026035007 AK AZ GA VA	06/30/2014	06/30/2015		
B		N/A		WC026035008 NJ PA	06/30/2014	06/30/2015		
B		N/A		WC026035010 ME	06/30/2014	06/30/2015		

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CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY) 06/19/2014

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PRODUCER
Aon Risk Services Northeast, Inc.
New York NY Office
199 Water Street
New York NY 10038-3551 USA

CONTACT NAME:
PHONE (A/C. No. Ext): (866) 283-7122 FAX (A/C. No.): (800) 363-0105
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A:	National Union Fire Ins Co of Pittsburgh	19445
INSURER B:	New Hampshire Ins Co	23841
INSURER C:	Illinois National Insurance Co	23817
INSURER D:		
INSURER E:		
INSURER F:		

INSURED
Verizon Wireless its Subsidiaries
and Affiliated Companies
180 Washington Valley Rd.
Bedminster NJ 07921 USA

COVERAGES **CERTIFICATE NUMBER:** 570054211360 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. **Limits shown are as requested**

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			GL7266932	06/30/2014	06/30/2015	EACH OCCURRENCE	$1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$2,000,000
							MED EXP (Any one person)	$10,000
							PERSONAL & ADV INJURY	$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$2,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$2,000,000
	OTHER:							
A	AUTOMOBILE LIABILITY			CA 350-06-58 AOS	06/30/2014	06/30/2015	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
A	X ANY AUTO			CA 350-06-59 MA	06/30/2014	06/30/2015	BODILY INJURY (Per person)	
A	ALL OWNED AUTOS / SCHEDULED AUTOS			CA 350-06-60 VA	06/30/2014	06/30/2015	BODILY INJURY (Per accident)	
	HIRED AUTOS / NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	
A	X UMBRELLA LIAB X OCCUR			49131372	06/30/2014	06/30/2015	EACH OCCURRENCE	$5,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$5,000,000
	DED X RETENTION $10,000							
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WC026035004 AOS	06/30/2014	06/30/2015	X PER STATUTE OTH-ER	
A	ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N N	N/A		WC027527697 CA	06/30/2014	06/30/2015	E.L. EACH ACCIDENT	$1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE-EA EMPLOYEE	$1,000,000
							E.L. DISEASE-POLICY LIMIT	$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Re: Site Location: Wwp Stomach - 15 North Third Avenue Walla Walla Wa City Of Walla Walla Wa Is An Additional Insured Except For Workers Compensation As Required By Written Contract But Only As Respects Operations Of The Named Insured.

CERTIFICATE HOLDER

City Of Walla Walla
15 North Third Avenue
Walla Walla WA 99362 USA

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Aon Risk Services Northeast, Inc.

Holder Identifier :

Certificate No : 570054211360

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AGENCY CUSTOMER ID: 570000027366
LOC #:

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Aon Risk Services Northeast, Inc.	Verizon Wireless its Subsidiaries
POLICY NUMBER: See Certificate Number: 570054211360	
CARRIER: See Certificate Number: 570054211360 — NAIC CODE:	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 **FORM TITLE:** Certificate of Liability Insurance

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER	
INSURER	
INSURER	
INSURER	

ADDITIONAL POLICIES If a policy below does not include limit information, refer to the corresponding policy on the ACORD certificate form for policy limits.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
	WORKERS COMPENSATION							
B		N/A		WC026035006 IL KY NC NH UT VT	06/30/2014	06/30/2015		
B		N/A		WC026035007 AK AZ GA VA	06/30/2014	06/30/2015		
B		N/A		WC026035008 NJ PA	06/30/2014	06/30/2015		
C		N/A		WC026035009 FL	06/30/2014	06/30/2015		
B		N/A		WC026035011 MN	06/30/2014	06/30/2015		
B		N/A		WC026035012 MA,MI,ND,OH,WA,WI,WV,WY	06/30/2014	06/30/2015		
B		N/A		WC026035010 ME	06/30/2014	06/30/2015		

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Margaret Salemi
Executive Director
Network

Verizon
One Verizon Way
Basking Ridge, NJ 07920

Office 908 559-1945
Mobile 908 477-7089
Margaret.Salemi@verizonwireless.com

March 18, 2015

Re: Consent to Sublease of Ground Lease ("Ground Lease") and Subsequent Leaseback of a Portion of Communications Site ("Site")

Dear Landlord:

As you know, on February 5, 2015, Verizon Communications Inc. ("Verizon") entered into an agreement ("Agreement") with American Tower Corporation ("American Tower") regarding a portion of Verizon's tower portfolio (the "Portfolio"). Your Ground Lease and the Site associated with the Ground Lease are part of the Portfolio.

As part of the transaction, the Verizon entity that is party to the Ground Lease may: (i) sublease the Ground Lease to American Tower or one of its affiliates and (ii) lease back a portion of the Site from American Tower or one of its affiliates and retain certain rights to continue using such portion of the Site (such sublease and lease back hereinafter referred to as the "Ground Lease Sublease and Leaseback").

Recently, you received notice of or a request to consent to the Ground Lease Sublease and Leaseback. Please work with American Tower on any questions you may have about the Agreement or your Ground Lease. We would also like to confirm that the Ground Lease will remain unchanged after the Ground Lease Sublease and Leaseback becomes effective. Please accept this letter as confirmation that the Ground Lease Sublease and Leaseback and your consent thereto will not change the current status of your Ground Lease nor any of the terms, conditions, rights or responsibilities set forth therein.

If you have additional questions, please call (877)362-1658 or send an email to land@AmericanTower.com. If, however, the above information has satisfactorily answered your remaining questions, we ask that you please sign the letter acknowledging your consent to the Ground Lease Sublease and Leaseback.

Sincerely,

Cellco Partnership d/b/a Verizon Wireless

By:_____
Margaret Salemi
Executive Director

The undersigned consents to the Ground Lease Sublease and Leaseback as set forth above.

[Landlord Name]

By:_____
Print Name: Nabiel Shawa
Title: City Manager
Date: 3/19/2015

COI-221517140v2

AMERICAN TOWER
CORPORATION

March 02, 2015

City of Walla Walla
ATTN: CITY MANAGER
15 N. THIRD AVENUE
WALLA WALLA, WA 99362

Re: Notice of and consent to sublease of Ground Lease 64253 ("Ground Lease") and subsequent leaseback of a portion of Site 112849, located at 2401 Third Avenue, Walla Walla, WA 99362 (the "Site")

Dear City of Walla Walla:

On February 5, 2015, Verizon Communications Inc. ("Verizon") entered into an agreement ("Agreement") with American Tower Corporation ("American Tower") regarding a portion of Verizon's tower portfolio (the "Portfolio"), including the right for American Tower to manage and operate the Portfolio. Your Ground Lease and the Site associated with the Ground Lease are part of the Portfolio.

American Tower and Verizon expect the initial transactions contemplated under the Agreement ("Transaction") to close on or before May 1, 2015. As part of the Transaction, Verizon's affiliate party to the Ground Lease will: (i) sublease the Ground Lease to American Tower or one of its affiliates and (ii) leaseback a portion of the Site from American Tower or one of its affiliates and retain certain rights to continue using such portion of the Site (such sublease and leaseback hereinafter referred to as the "Ground Lease Sublease and Leaseback").

The purpose of this letter is to provide notice of and request your consent to the Ground Lease Sublease and Leaseback. Please sign below and return this letter to us in the enclosed self-addressed pre-paid envelope. Thank you for your cooperation and prompt attention to this matter. If you have any questions, please call 877-362-1658 or send an email to land@AmericanTower.com.

Sincerely,

Justine D. Paul

ATC Site Number: 410824
ATC Lease Number: VZL64253
VZ Site Number: 112849
VZLease Number: 64253

AMERICAN TOWER
CORPORATION

The undersigned consents to the Ground Lease Sublease and Leaseback as set forth above.

City of Walla Walla

By: _____

Print Name: Nabiel Shawa

Title: City Manager

Date: 3/19/2015

ATC Site Number: 410824
ATC Lease Number: VZL64253
VZ Site Number: 112849
VZLease Number: 64253