

TELECOMMUNICATIONS SITE LEASE AGREEMENT

THIS TELECOMMUNICATIONS SITE LEASE AGREEMENT ("Agreement") is entered into this _____ day of _____ 20____, between the City of Mercer Island, a Washington municipal corporation ("Lessor"), and Clearwire US LLC, a Nevada limited liability company ("Lessee").

1. Leased Premises. Subject to the following terms and conditions, Lessor leases to Lessee a portion of the air and approximately ninety one (91) square feet of equipment space for a proposed underground vault located within the right of way of Island Crest Way, on the real property commonly known as Island Crest Way and 87th Avenue Southeast, Mercer Island, Washington ("Property"). Lessee's use of the Property shall be limited to that portion of the Property, legally described in attached Exhibit "A" and as further depicted in attached Exhibit "B", together with a utility easement in form and content acceptable to Lessor (collectively referred to as the "Premises").

2. Lease Term. The term of this Agreement shall be five (5) years commencing on the date this Agreement is fully executed ("Commencement Date") and terminating on the fifth anniversary of the Commencement Date ("Term") unless otherwise terminated as provided in Paragraph 7. At its option, the Lessee may renew the Agreement for three (3) five (5) year periods ("Renewal Terms"), provided all terms of this Agreement are fully satisfied. Lessee shall notify the Lessor in writing of its desire to renew the Agreement one (1) year prior to the expiration date of the Term. If Lessee desires to exercise its right to renew this Agreement beyond the first Renewal Term, Lessee must provide written notice to Lessor not less than one hundred twenty (120) days before the expiration date of the prior Renewal Term.

3. Permitted Use – Antenna Facilities.

(a) The Premises may be used by Lessee solely for the permitted purposes, of installing, operating and maintaining an underground vault (equipment space) located within the right of way of Island Crest Way, more particularly described in Exhibit "B" ("Antenna Facilities"). Lessee shall not add to, alter or modify the Antenna Facilities without the prior review and approval of the Lessor. Lessee's use of the Premises shall be nonexclusive and the Lessor reserves the right to use the Premises, for all lawful purposes. The parties hereby acknowledge that Lessee shall enter into a Site License Agreement with Puget Sound Energy ("PSE"). Lessor hereby consents to said Site License Agreement for Lessee's collocation of antenna equipment on an existing single utility pole owned and controlled by PSE located within the right of way of Island Crest Way.

(b) The installation and operation of the Antenna Facilities shall be subject to all restrictions and conditions of the Mercer Island Land Use Code and Lessee is responsible for obtaining all necessary permits and approvals and paying all associated fees prior to commencing construction of the Antenna Facilities. The Antenna Facilities shall remain the exclusive property of Lessee and are not deemed fixtures.

(c) Lessee shall remove the Antenna Facilities, at Lessee's sole cost, on or before expiration of the Term or Renewal Terms. Within 90 days following the cancellation or termination of this Agreement prior to the expiration of the Term or Renewal Term, Lessee shall, remove all of Lessee's equipment and the Antenna Facilities and shall surrender the Premises to Lessor in the same or better condition as existed at the Commencement Date of this Agreement, less ordinary wear and tear and other casualty beyond the control of Lessee.

(d) Lessee shall pay any additional utilities charges due to Lessee's use at the rate charged by the servicing utility company. Lessee shall have the right to install utilities after obtaining all necessary permits and approvals, at Lessee's expense, and to improve the present utilities on the Premises. Lessee shall obtain Lessor's prior consent, which shall not be unreasonably withheld, conditioned or delayed, before installing new utilities or improving the current utilities on the Property. In the event of an emergency or power outage, Lessee has the right to use a standby power generator on the Property.

(e) Access for construction, routine maintenance and repair and other non-emergency visits shall only be during business hours (defined as Monday through Friday, 7:00 am to 7:00 p.m.). In the event of an emergency, Lessee may access the Premises twenty-four (24) hours per day, seven (7) days per week. Access shall be by foot or motor vehicle.

4. Rent.

(a) Within 15 days of the Commencement Date and on the first day of each month thereafter, Lessee shall pay to Lessor as rent Nine Hundred Fifty Dollars and no/100 (\$950.00) per month ("Rent"). Rent for any fractional month at the beginning or at the end of the Term or Renewal Term shall be prorated. Rent shall be payable to Lessor at 9611 SE 36th street, Mercer Island, WA 98040-3732, Attention: City Manager.

(b) Renewal Term. The Rent shall be increased at the commencement of each Renewal Term by twenty percent (20%) over the Rent in effect for the previous Term, or Renewal Term.

(c) Additional Consideration. As additional consideration for this Agreement, within thirty (30) days after the Commencement Date, Lessee shall reimburse Lessor for all of Lessor's costs and expenses to negotiate and execute this Agreement, including attorney's and consultants' fees and the time expended by the City staff and City Attorney's Office. The parties stipulate that Three Thousand Five Hundred Dollars and no/100 (\$3,500.00) shall be paid by Lessee to Lessor in full compensation for its costs and expenses incurred in negotiating this Agreement and Lessee agrees that no further documentation shall be required from Lessor to substantiate such costs and expenses.

5. Site Acceptance. Lessee will be deemed to have accepted the Premises at the time Lessee commences installation of the Antenna Facilities pursuant to this Agreement.

Conducting feasibility and cost assessment and other inspections on the Premises or Property is not deemed to be acceptance.

Acceptance of the Premises by Lessee is conclusive evidence that Lessee accepts the Premises as suitable for the purpose for which it is licensed, accepts the Premises and any structure on the Premises "AS IS", and with all faults, and waives all claims against Lessor in respect of defects in the Premises or the Property and its structures and appurtenances, and their suitability for any permitted purpose.

Lessee shall have the right, after reasonable notice to Lessor, following full execution of this Agreement, to enter upon the Premises for the purpose of conducting appropriate engineering tests, other reasonably necessary tests and after obtained all necessary permits and paying all associated fees, constructing the Antenna Facilities.

6. Non-Interference. Lessee shall not use the Premises in any way that materially interferes with the use of the Property by Lessor, or lessees or licensees of Lessor, with installations that predate the Antenna Facilities. With respect to lessees or licensees whose operations commence after installation of the Antenna Facilities, Lessee shall not make any change in its operations that causes or is intended to cause material interference with such lessees or licensees. All operations of Lessee shall be in compliance with all Federal Communications Commission ("FCC") requirements and other applicable laws and regulations.

Lessor shall have the right to permit co-location of other telecommunications equipment on the Property and Lessee consents to the same. In the event that any collocation results in interference with Lessee's operations, and provided that Lessee's actions have not contributed to such interference, Lessor agrees to take reasonable steps to encourage the interfering party to eliminate such interference. In the event that the interference is not eliminated within thirty (30) days of notice to Lessor by Lessee, Lessee may terminate this Agreement upon thirty (30) days prior written notice to Lessor.

For the purposes of this provision, "Interference" may include, but is not limited to, any other use on the Lessor's property that causes material electronic, physical obstruction or interference with, or degradation of, the Lessee's communications uses and/or wireless signals. Any level of discernible or measurable signal degradation or other interference is deemed as material in nature and will fall within this section.

7. Termination. This Agreement may be terminated, without any penalty or further liability, on sixty (60) days written notice as follows:

(a) By either party on default of any covenant or term hereof by the other party, which default is not cured within sixty (60) days following receipt of notice of default.

(b) By Lessee if any certificate, permit, license or approval affecting Lessee's ability to use the Premises in the manner originally intended by Lessee is rejected through no fault of Lessee and after Lessee has used reasonable efforts to maintain such approvals, or if

any previously issued certificate, permit, license or approval is cancelled, expires, lapses, or is otherwise withdrawn or terminated by the applicable governmental agency through no fault of Lessee and after Lessee has used reasonable efforts to maintain such approvals.

(c) By Lessee if the Premises are or become unacceptable to Lessee under Lessee's design or engineering specification for its Antenna Facilities or for the communications system to which the Antenna Facilities belong or if Lessee elects to terminate this Agreement pursuant to Paragraph 6 due to interference.

(d) By either Lessee or Lessor if the parties are unable to agree upon fair rental value pursuant to Section 4 of this Agreement.

(e) By Lessor, for reasons involving public health, safety, or welfare. In addition, if the public's health, safety or welfare is endangered by the operations of the Antenna Facilities and Lessee fails to discontinue its operations as soon as is reasonably possible after receipt of notice thereof, and thereafter Lessee is unable to cure the conditions causing the endangerment as soon as practicable but no longer then thirty (30) days after receipt of such notice, Lessor may immediately terminate this Agreement.

(f) Immediately, in the event of an emergency, as determined by Lessor in its reasonable discretion.

(g) By Lessor, if Lessee fails to comply with all applicable federal, state and local laws, including, without limitation, all governmental codes, ordinances, resolutions, standards and policies as now existing or hereafter adopted or amended, including, without limitation, all requirements of the FCC and the Federal Aviation Administration (FAA).

(h) By either party pursuant to Paragraph 16, "Relocation", of this Agreement.

In the event of any termination under this Paragraph, Lessee shall pay Lessor all monies due as of the date of termination, including rent, attorneys' and collection fees and any other damages incurred by Lessor as a result of such termination. In addition Lessee shall, at its sole expense, return the Premises to the same or better condition than existed on the Commencement Date (normal wear and tear, and casualty beyond Lessee's control, excepted), and shall remove the Antenna Facilities.

8. Taxes. Lessee shall pay all personal property taxes, other taxes and assessments, if any, assessed on, or any portion of, the Antenna Facilities or Lessee's use of the Premises. Lessor shall pay, when due, all real property taxes and all other fees and assessments attributable to the Premises. However, Lessee shall reimburse Lessor, as additional Rent, any increase in real property taxes levied against the Premises (excluding any additional taxes that relate to the period prior to the Commencement Date, i.e., roll-back taxes) which is directly attributable to Lessee's use of the Premises, and Lessor agrees to furnish proof, from the taxing authority, of such increase to Lessee.

9. Insurance and Subrogation. Lessee shall maintain throughout the Term and any Renewal Term of this Agreement, a policy of liability insurance covering the Lessee, which shall name the Lessor as an additional insured, in amounts of no less than the following, in such form acceptable to Lessor and with such carriers having a rating acceptable to Lessor, and with deductibles as are ordinary and reasonable in keeping with industry standards:

(a) Comprehensive General Liability. Combined single limit of not less than Two Million Dollars (\$2,000,000.) per occurrence and Three Million Dollars (\$3,000,000) in the annual aggregate.

(b) Comprehensive Automobile Liability: Combined single limit of not less than Two Million Dollars (\$2,000,000) per occurrence and Three Million Dollars (\$3,000,000) in the annual aggregate.

(c) Lessor may review the limits for the insurance policies required by this Agreement at the beginning of any Renewal Term. Policy limits shall be adjusted to proper and reasonable limits as circumstances warrant, as reasonably determined by Lessor, but in no event shall such policy limits be reduced below those stated above.

10. Indemnity and Hold Harmless.

(a) Disclaimer of Liability. Lessor shall not, at any time, be liable for injury or damage occurring to any person or property from any cause whatsoever arising out of Lessee's construction, installation, maintenance, repair, use, operation, condition or dismantling of the Premises or the Antenna Facilities and Lessee expressly assumes all such risk.

(b) Lessee agrees to indemnify and hold Lessor and Lessor's officers, employees, agents, Council members, contractors, commissioners and invitees harmless from any and all liability, damages or claims, (including without limitation, reasonable fees and expenses of attorneys, expert witnesses and consultants), arising or alleged to arise from any act or omission of Lessee, its employees, agents, contractors, or subcontractors or which may be in any way connected with the construction, installation, use, maintenance, repair or removal of the Antenna Facilities or use of the Premises, except to the extent attributable to the sole negligent acts or omissions of Lessor, its employees, agents or independent contractors.

(c) Lessor agrees to indemnify and hold Lessee harmless from any and all claims for physical injury, loss, damage or liability, costs or expenses arising from the sole negligence of Lessor or its employees or agents related to the Antenna Facilities or use of the Premises.

(d) The obligations described in this Paragraph shall survive the expiration or termination of this Agreement.

11. Notices. All notices, requests, demands and other communications hereunder shall be in writing and shall be deemed given if personally delivered or mailed, certified mail, return receipt requested, or sent by overnight carrier to the following addresses, or such other address as a party may from time to time advise in writing:

If to Lessor, to:

City of Mercer Island
Attn: City Attorney
9611 SE 36th Street
Mercer Island, Washington 98040

If to Lessee, to;

Clearwire US LLC
Attn: Site Property Manager
5808 Lake Washington Blvd NE, Suite 300
Kirkland, WA 98033
Telephone: 425-216-7600
Fax: 425-216-7900

With a copy to:

Clearwire US LLC
Attention: Legal Department
5808 Lake Washington Blvd NE, Suite 300
Kirkland, WA 98033
Telephone: 425-216-7600
Fax: 425-216-7900

12. Quiet Enjoyment, Title and Authority. Lessor represents and warrants to Lessee that:

- (a) Lessor has full right, power, and authority to execute this Agreement;
- (b) Lessor has good and marketable title to the Premises free and clear of any liens or mortgages except those matters which are of public record as of the Commencement Date; and
- (c) There is direct legal ingress and egress to the Premises for Lessee's use for vehicles and pedestrians from a public right-of-way. Subject to Paragraph 6 of this Agreement, Lessee shall have quiet enjoyment of the Premises during the Term of this Agreement and any Renewal Term.

13. Environmental Laws. Lessee represents, warrants and agrees that its use of the Premises and the Property shall be in compliance with all environmental laws, including those described in Exhibit "C" ("Environmental Laws"). "Hazardous Substances" means asbestos or any hazardous substance, waste or material as defined in any federal, state or local environmental or safety law or regulation including, but not limited to, CERCLA.

Lessor represents that it has no actual knowledge of Hazardous Substance on the Property. Lessee shall not introduce or use any such substance on the Property in violation of any applicable laws.

Lessor shall be responsible for, and shall promptly conduct, any investigation and remediation as required by any Environmental Laws or common law, of all spills or other releases of Hazardous Substance, not caused by Lessee, that have occurred or which may occur on the Property and which were caused by Lessor.

Lessee agrees to defend, indemnify and hold Lessor harmless from and against any and all claims, causes of action, demands and liabilities including, but not limited to, damages, costs, expenses, assessments, penalties, fines, losses, judgments and attorneys' fees that Lessor may suffer due to the existence or discovery of any Hazardous Substance on the Property or the migration of any Hazardous Substance to other properties or released into the environment, that are caused by or result from Lessee's activities on the Property.

Lessor agrees to defend, indemnify and hold Lessee harmless from and against any and all claims, causes of action, demands and liability including, but not limited to, damages, costs, expenses, assessments, penalties, fines, losses, judgments and attorneys' fees that Lessee may suffer due to the existence or discovery of any Hazardous Substance on the Property or the migration of any Hazardous Substance to other properties or released into the environment, that are caused by or result from Lessor's activities on the Property.

The indemnifications in this section specifically include costs incurred in connection with any investigation of Premises conditions or any cleanup, remedial, removal or restoration work required by any governmental authority.

The provisions of this Paragraph will survive the expiration or termination of this Agreement.

14. Assignment and Subleasing. Lessee may not assign, or otherwise transfer all or any part of its interest in this Agreement or in the Premises without the prior written consent of Lessor; provided, however, that Lessee may assign its interest to its parent company, any subsidiary or affiliate of it or its parent company or to any successor-in-interest or entity acquiring fifty-one percent (51%) or more of its stock or assets, subject to any financing entity's interest, if any, in this Agreement as set forth in Paragraph 20 below, subject to the assignee assuming all of Lessee's obligations herein. Lessor may assign this Agreement upon written notice to Lessee, subject to the assignee assuming all of Lessor's obligations herein. Notwithstanding anything to the contrary contained in this Agreement, Lessee may assign, mortgage, pledge, hypothecate or otherwise transfer without consent its interest in this Agreement to any financing entity, or agent on behalf of any financing entity to whom Lessee (i) has obligations for borrowed money or in respect of guaranties thereof, (ii) has obligations evidenced by bonds, debentures, notes or similar instruments, or (iii) has obligations under or with respect to letters of credit, bankers acceptances and similar facilities or in respect of guaranties thereof.

15. Successors and Assigns. This Agreement shall run with the Property and shall be binding on and inure to the benefit of the parties, and, subject to Paragraph 14, their respective permitted successors, personal representatives and assigns.

16. Relocation. In the event Lessor desires to redevelop, modify, remodel or in any way alter the Property and/or any improvements located thereon (“Redevelopment”), Lessor shall in good faith use its best efforts to fully accommodate Lessee’s use of the Premises. Should any proposed Redevelopment necessitate the relocation of the Antenna Facilities, Lessee and Lessor shall use best efforts to find a mutually acceptable alternate location for the Antenna Facilities. Lessee shall relocate or make the necessary alterations, at Lessee’s sole cost, expense and risk; provided, however that Lessor has provided Lessee with no less than one hundred twenty (120) days prior written notice of Lessor’s proposed Redevelopment. In the event that Lessee and Lessor cannot agree on an alternative location for the Antenna Facilities on the Property using best efforts, either party may terminate this Lease, the effective termination date being ninety (90) days after Lessee’s receipt of Lessor’s notice of the proposed Redevelopment and such termination shall be Lessee’s sole remedy. If the parties agrees on an acceptable alternate location for the Antenna Facilities, Lessor and Lessee agree to use their best efforts to amend this Agreement to document the new, alternate Antenna Facilities location, and from and after the date Lessee begins installation of its Antenna Facilities at such new location, such new location shall be deemed the Premises (or part thereof, as applicable) herein.

17. Restoration. In the event that Lessee causes damage of any kind during the course of installing, operating or maintaining Antenna Facilities, including damage to the Property caused by cutting, boring, jack hammering, excavation or other work, and including latent damage not immediately apparent at the time of the work, Lessee shall repair the damage and restore the Property at its sole cost and expense, without delay or interruption and within the reasonable time period prescribed by Lessor. Restoration of the Property shall be to a condition that is equivalent to or better than the condition of the Property prior to commencing the installation, operation or maintenance of the Antenna Facilities and to a condition satisfactory to Lessor. Whenever part of a square or slab or existing concrete sidewalk or driveway is cut or damaged by Lessee, the entire square or slab shall be removed and replaced. All materials and compacting shall be in accordance with the “Standards and Specifications for Road, Bridge, and Municipal Construction,” as amended.

18. Maintenance.

(a) Lessee shall, at its own expense, maintain the Premises and Antenna Facilities on or attached to the Premises in a safe condition, in good repair and in a manner suitable to Lessor subject to *force majeure* or unless affected by destruction which is not the result of Lessee’s activities or operations. Additionally, Lessee shall keep the Premises free of debris and anything of a dangerous, noxious or offensive nature or which would create a hazard or undue vibration, heat, noise or any interference with Lessee services. Lessee shall have sole responsibility for the maintenance, repair, and security of its Antenna Facilities and leasehold improvements. Any tree pruning or cutting that is required for installation and/or

maintenance of the Premises and Antenna Facilities shall require the Lessee to obtain a Tree Trimming/Cutting Permit from the Lessor. All tree work shall be done at the direction of the City Arborist to insure that best management practices are followed.

(b) Lessee shall not be required to make any repairs to the Premises or Property (except as otherwise set forth herein) unless such repairs shall be necessitated by reason of the act, default or neglect of Lessee, its agents, employees, contractors, or invitees. Lessee is required to make all necessary repairs to the Antenna Facilities.

19. Compliance with Laws. Lessee's use of the Premises is subject to its obtaining all certificates, permits, zoning, and other approvals that may be required by any federal, state or local authority. Lessee shall erect, maintain and operate its Antenna Facilities in accordance with applicable Premises standards, statutes, ordinances, rules and regulations now or hereinafter in effect as may be issued by the Federal Communications Commission, the City of Mercer Island or any other federal, state or other governing bodies. Lessee specifically waives any right to claim that any aspect of this Agreement is contrary to any provision of any local, state or federal law (including the Telecommunications Act of 1996, ESSB 6676 or Titles 35 and 35A of the Revised Code of Washington) in effect as of the date of this Agreement.

20. Waiver of Lessor's Lien.

(a) Lessor waives any lien rights it may have concerning the Lessee Facilities which are deemed Lessee's personal property and not fixtures, and Lessee has the right to remove the same at any time without Lessor's consent.

(b) Lessor acknowledges that Lessee has entered into a financing arrangement including promissory notes and financial and security agreements for the financing of the Lessee Facilities (the "Collateral") with a third party financing entity (and may in the future enter into additional financing arrangements with other financing entities). In connection therewith, Lessor (i) consents to the installation of the Collateral subject to Lessee obtaining all necessary permits and approvals and paying all associated fees. (ii) disclaims any interest in the Collateral, as fixtures or otherwise; and (iii) agrees that the Collateral shall be exempt from execution, foreclosures, sale, levy, attachment, or distress for any Rent due or to become due and that such Collateral may be removed at any time without recourse to legal proceedings.

21. Miscellaneous.

(a) Prior to commencing any litigation arising under this Agreement, any claim, controversy, or dispute arising out of this Agreement shall be submitted to non-binding arbitration in accordance with the applicable rules of the American Arbitration Association. If stipulated to by the parties, the award entered by the arbitrator may be entered in any court having jurisdiction thereof. The arbitration shall be conducted in King County.

(b) Each party agrees to furnish to the other, within twenty (20) business days after request, such truthful estoppel information as the other may reasonably request.

(c) This Agreement constitutes the entire agreement and understanding of the parties, and supersedes all offers, negotiations and other agreements. There are no representations or understandings of any kind not set forth herein. Any amendments to this Agreement must be in writing and executed by both parties.

(d) If either party is represented by a real estate broker in this transaction, that party shall be fully responsible for any fee due such broker, and shall hold the other party harmless from any claims for commission by such broker.

(e) Each party agrees to cooperate with the other in executing any documents necessary to protect its rights or use of the Premises, including but not limited to, a Memorandum of Lease, easement agreements, and attornment to and non-disturbance agreement from any existing or future mortgagee or ground lessor, assuring that Lessee may remain in possession of the Premises without reduction in its rights under this Agreement should Lessor default under said mortgage or ground lease. Such documents shall be commercially reasonable in content and in form suitable for recordation. Each party may record a Memorandum of Agreement in place of this Agreement.

(f) This Agreement shall be construed in accordance with the laws of King County and the State of Washington.

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

(h) The parties agree that the terms and conditions of this Agreement are privileged information, and that such information will be treated in full confidence and will not be revealed to other persons, firms or organizations, except as otherwise required pursuant to the Washington State Public Disclosure Act, Chapter 42.17 Revised Code of Washington and any other applicable law, discovery request or court order.

(i) In any case where the approval or consent of one party hereto is required, requested or otherwise to be given under this Agreement, such party shall not unreasonably delay or withhold its approval or consent.

(j) If the Premises or the Antenna Facilities are damaged, destroyed, condemned or transferred in lieu of condemnation, Lessee may elect to terminate this Agreement as of the date of the damage, destruction, condemnation or transfer in lieu of condemnation by giving notice to Lessor no more than forty-five (45) days following the date of such damage, destruction, condemnation or transfer in lieu of condemnation. If Lessee chooses not to terminate this Agreement, Rent shall be reduced or abated in proportion to the actual reduction or abatement of use of the Premises.

STATE OF WASHINGTON)
) ss:
COUNTY OF KING)

On this _____ day of _____ 20____, before me personally appeared John Storch, the VP Network Deployment, of Clearwire US LLC. a Nevada limited liability company that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument.

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

Printed Name: _____
NOTARY PUBLIC in and for the State of
Washington
My commission expires: _____

L:\WIRELESS\Form Lease.doc
Rev. 11/12/04

EXHIBIT A

to the Site Lease Agreement dated _____, 20__ between the City of Mercer Island, a Washington municipal corporation, as Lessor, and Clearwire US LLC, a Nevada limited liability company, as Lessee.

Legal Description

Subject property lies within Right of Way of Island Crest Way, being a portion of the southwest quarter of Section 18, Township 24 North, Range 5 East, W.M., located in City of Mercer Island, County of King, State of Washington;
EXCEPT county roads.

EXHIBIT B

To the Site Lease Agreement dated _____, 20____, between the City of Mercer Island, a Washington municipal corporation, as Lessor, and Clearwire US LLC. a Nevada limited liability company, as Lessee.

The location of the Premises (including easements) described as Island Crest Way PSE, Site No. WASEA572, within the Property is more particularly depicted in the drawings that follow:

APPROVAL BLOCK



Site Number: WA-SEA572-A

Site Name: ISLAND CREST WAY

SITE ACQUISITION _____ DATE _____
 LAND USE REP. _____ DATE _____
 RF ENGINEER _____ DATE _____
 CONSTRUCTION MGR. _____ DATE _____
 PRODUCTION LEAD _____ DATE _____
 LANDLORD _____ DATE _____

DRAWING INDEX

SHEET	CONTENTS	REV
T01	TITLE SHEET	0
N01	GENERAL NOTES	0
C00	SITE SURVEY (BY OTHERS)	0
C01	OVERALL & ARCHITECTURAL SITE PLAN	0
C02	ENLARGED SITE PLAN & ELEVATION	0
C03	Vault & EQUIPMENT DETAILS	0
C03.1	Vault & EQUIPMENT DETAILS	0
C04	ANTENNA DETAILS	0
E01	ELECTRICAL, GROUNDING PLAN & DETAILS	0

PROPRIETARY NOTE:

THE INFORMATION CONTAINED IN THIS SET OF DRAWINGS IS PROPRIETARY BY NATURE, ANY USE OR DISCLOSURE OTHER THAN THAT WHICH RELATES TO CLEARWIRE SERVICE IS STRICTLY PROHIBITED.

SYMBOLS & ABBREVIATIONS

- [N] NEW
- [E] EXISTING
- CENTER LINE
- PROPERTY LINE
- X- FENCE LINE
- G- GROUND WIRE
- OHP- OVERHEAD POWER
- OHT- OVERHEAD TELCO
- UGP- UNDERGROUND POWER CONDUIT
- UGT- UNDERGROUND TELCO CONDUIT
- EN- ETHERNET CABLE

UTILITY CONTACTS

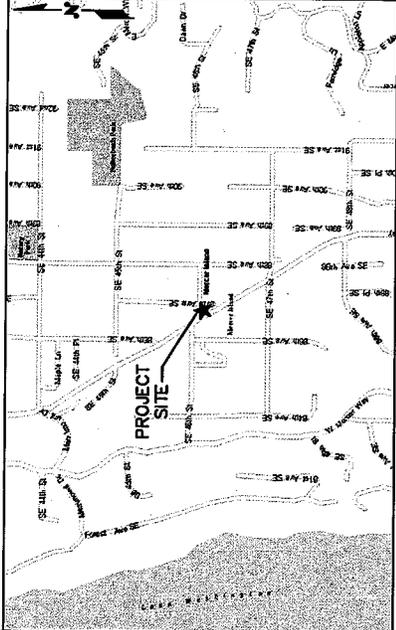
POWER COMPANY
 PUGET SOUND ENERGY
 (888) 321-7779

TELEPHONE COMPANY
 QWEST
 (800) 955-4922

At all new services & grounding trenches, provide "WARNING" tops at 12" below grade.

"CALL BEFORE YOU DIG"
 1-800-424-5555
 UTILITY NOTIFICATION CENTER OF WASHINGTON STATE

VICINITY MAP



DRIVING DIRECTIONS:

FROM THE I-5 / HWY 520 INTERSECTION TAKE I-405 SOUTH TO EXIT 11, I-90 WEST AND BEAR RIGHT TO ENTER I-50 WEST; PROCEED ON I-50 WEST TO EXIT 7, ISLAND CREST WAY AND BEAR RIGHT TO INTERSECT ISLAND CREST WAY; TURN LEFT (SOUTH ON ISLAND CREST WAY AND PROCEED TO 87TH AVE. SE. SITE IS LOCATED ON THE DEAD END 87TH AVE TO ISLAND CREST WAY.

SITE GPS COORDINATES:

LATITUDE (NAD 83): 47° 33' 47.41" N
 LONGITUDE (NAD 83): -122° 13' 23.00" W
 ELEVATION: 346.1(±) AMSL

PROJECT INFORMATION

SCOPE OF WORK:
 AN UNMANNED TELECOMMUNICATION FACILITY INCLUDING THE INSTALLATION OF NEW CLEARWIRE ANTENNAS FLUSH MOUNTED ON AN EXISTING PSE WOOD UTILITY POLE PLUS THE INSTALLATION OF A SITE SUPPORT CABINET ANCHORED WITHIN AN UNDERGROUND VAULT

SITE ADDRESS:
 4821 ISLAND CREST WAY
 MERCER ISLAND, WA 98040

POLE OWNER:
 PUGET SOUND ENERGY
 9800 WESTLAKE AVE. N.
 SUITE 500
 KIRKLAND, WA 98033
 CONTACT: MARIANNE MCDOWELL & TIM GASSER
 PH: (425) 458-2776

APPLICANT:
 CLEARWIRE, LLC

JURISDICTION:
 MERCER ISLAND
 R-9.6 (MERCER ISLAND)

CURRENT USE:
 UTILITY POLE

PROPOSED USE:
 UTILITY POLE & TELECOMMUNICATIONS EQUIPMENT

PROPERTY OWNER:

PARCEL #:
 N/A KING COUNTY ROW

SITE QUALIFICATION PARTICIPANTS

A/E:	NAME	COMPANY	NUMBER
SAC:	RICHARD B. HALL, AA	HALL ARCHITECTURE	(425) 415-0746
CONSTRUCTION:	PATRICK HINMAN	PARSONS	(425) 306-2733
PERMITTING:	JIM GIBSON	PARSONS	(425) 802-0831
RF ENGINEER:	CRAG WILSON	PARSONS	(206) 218-6840
SITE ACCESS:	THOMAS TRAN	CLEARWIRE	(206) 321-2877
	TIM GASSER	PUGET SOUND ENERGY	(425) 482-3281

HALL ARCHITECTURE

North Creek Office Center
 9800 Westlake Parkway, Suite 105
 Bothell, WA 98011
 PH: (425) 415-0746 FAX: (425) 415-0799

PARSONS

1530 WESTLAKE AVE. N.
 SUITE 500
 SEATTLE, WA 98109

clear wire

ISLAND CREST WAY PSE
 WA-SEA572-C
 4821 ISLAND CREST WAY
 MERCER ISLAND, WA 98040

NO.	DATE	REVISIONS
2	05-19-06	FINAL CONSTRUCTION DOCUMENTS
1	04-11-06	PRELIMINARY CONSTRUCTION DOCUMENTS

SCALE: AS SHOWN DESIGNED BY: JFC

HALL ARCHITECTURE

BOTHELL, WA
 TITLE SHEET
 DRAWING NUMBER
 WA-SEA572-C T01



Clearw're
wireless broadband

NO.	DATE	DESCRIPTION

ISLAND CREST WAY/PSE
EXISTING SITE SURVEY
WA-9EAS7-2A
SEC 18, TWP 24 N, RNG 5 E, WM

DATE: 04/25/06
JOB #: 0514.034
DRAWN BY: MAC
ED. BOOK: 147/35
D.D. CREW: PN/JUE

1 OF 1
C00

LEGEND

---	SUBJECT BOUNDARY LINE
---	RIGHT-OF-WAY CENTERLINE
---	RIGHT-OF-WAY LINE
---	SECTIONAL BREAKDOWN LINE
---	OVERHEAD POWER LINE
---	BURIED GAS LINE
---	OVERHEAD TELEPHONE LINE
---	BURIED TELEPHONE LINE
---	BURIED WATER LINE
---	BURIED SANITARY SEWER
---	BURIED STORM DRAIN
---	DOUG LIFT/FLOW LINE
---	VEGETATION LINE WALL
---	CHAIN LINK FENCE
---	WOOD FENCE
---	BARBED WIRE/WIRE FENCE
---	FIRE HYDRANT
---	GATE VALVE
---	WATER METER
---	FIRE STAND PIPE
---	CATCH BASIN, TYPE I
---	SOIL
---	MAIL BOX
---	TELEPHONE RISER
---	33421 SPOT ELEVATION

TREE LEGEND

---	ALNANDE
---	AM-AMPEL
---	DS-DECOROUS
---	CH-CHERRY
---	CE-CEDRAR
---	HE-HEMLOCK
---	EV-EVERGREEN

NOTE: 1) ALL TREES WITHIN 10' OF SUBJECT POLE SHALL BE REMOVED OR TRIMMED TO CLEAR THE POLE AND WIRE. 2) ALL TREES WITHIN 10' OF SUBJECT POLE SHALL BE REMOVED OR TRIMMED TO CLEAR THE POLE AND WIRE. 3) ALL TREES WITHIN 10' OF SUBJECT POLE SHALL BE REMOVED OR TRIMMED TO CLEAR THE POLE AND WIRE.

SITE INFORMATION

LOT NUMBER: 101
OWNER: JAMES W. AND JUDITH A. WILSON
MERGER ISLAND, WA 98040
SITE ADDRESS: 2290 SE 47TH ST, SEATTLE, WA 98148
PHONE NUMBER: 206-462-3381
TOTAL LOT AREA: 10,000 SQ. FT.
PROJECT AREA: TO BE DETERMINED

LATITUDE/LONGITUDE POSITION

COORDINATE DATA AT CENTER OF SUBJECT POLE:
NAD 83
LONG = 122°33'30.0" W
ELEV = 346.1 FEET (GROUND)
BENCHMARK IS "T&M"
NCS GPS CROSS STATION.
ELEV = 86.71'

LEGAL DESCRIPTION

SUBJECT POLE LIES WITHIN RIGHT OF WAY OF ISLAND CREST WAY.

EASEMENTS

ALL CORRESPONDING WITH ITEM NUMBERS IN SCHEDULE B OF TITLE REPORT. THE FOLLOWING EASEMENTS FROM THE REFERENCED TITLE REPORT CONTAIN SUFFICIENT INFORMATION TO BE DEPICTED ON THIS PLAN, BUT LACK SUFFICIENT INFORMATION TO BE SHOWN.

NOTES

- SUBJECT POLE LIES WITHIN RIGHT OF WAY OF ISLAND CREST WAY.
- FIELD WORK CONDUCTED IN APRIL, 2006.
- ALL ELEVATIONS ARE TO THE CENTER OF THE POLE UNLESS OTHERWISE NOTED.
- UNDERGROUND UTILITIES SHOWN HEREON, IF ANY, WERE DELINEATED FROM SURFACE EVIDENCE AND/OR UTILITY COMPANY RECORDS. CRITICAL LOCATIONS SHOULD BE VERIFIED PRIOR TO DESIGN AND CONSTRUCTION.

BOUNDARY DISCLAIMER

THIS PLAN DOES NOT REPRESENT A BOUNDARY SURVEY. SUBJECT AND ADJACENT PROPERTY LINES ARE NOT SHOWN. FIELD-FOUND EVIDENCE AND RECORD INFORMATION.

CAUTION!

UNDERGROUND UTILITIES SHOWN ON THIS PLAN ARE NOT GUARANTEED. CONTRACTOR SHALL VERIFY ALL UTILITIES PRIOR TO STARTING ANY CONSTRUCTION.

1-800-424-5555

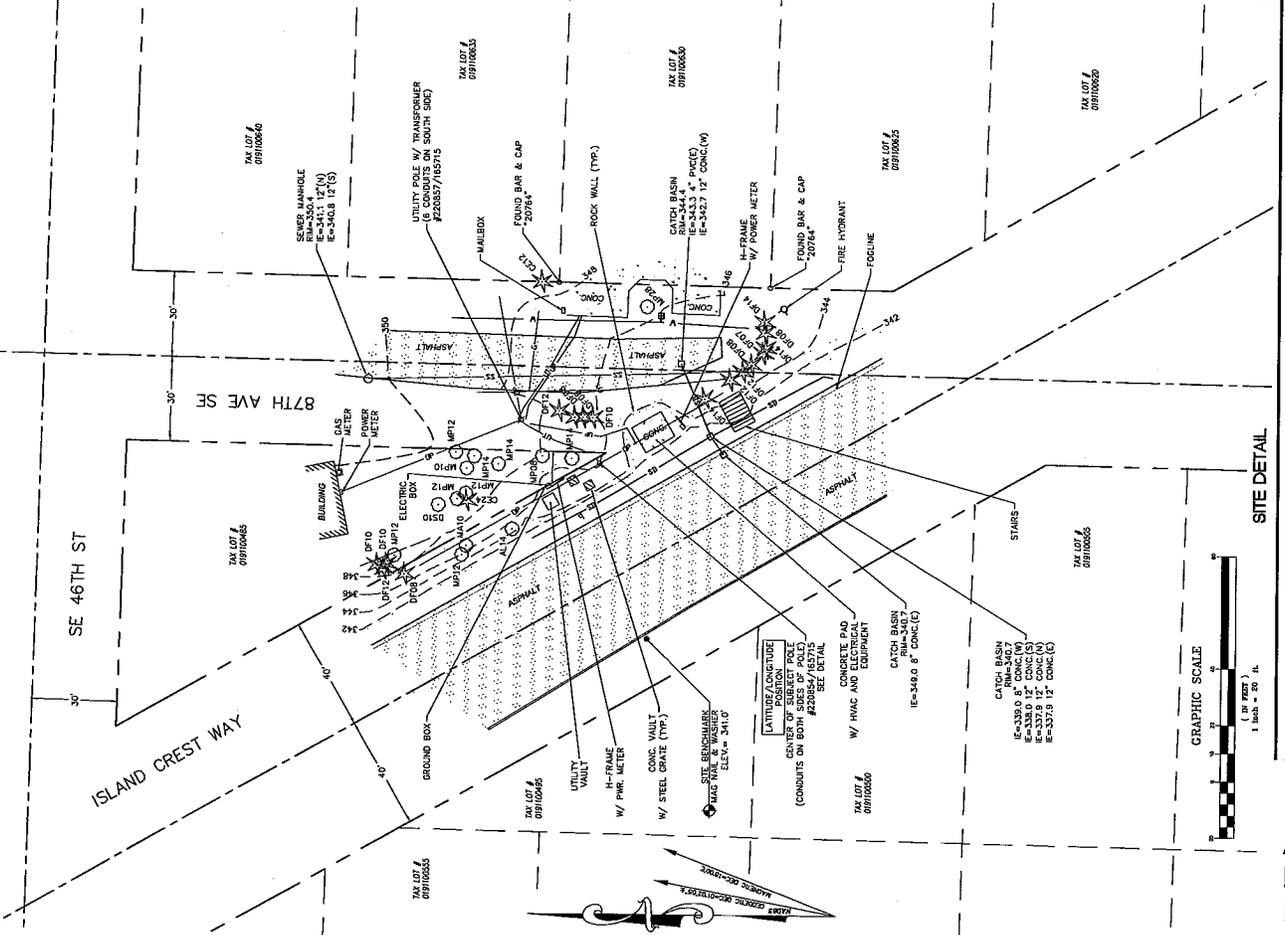
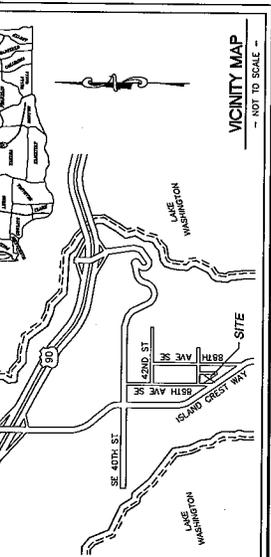
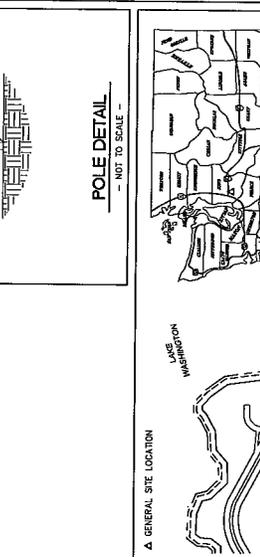
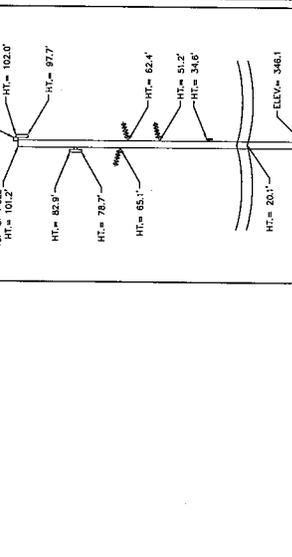
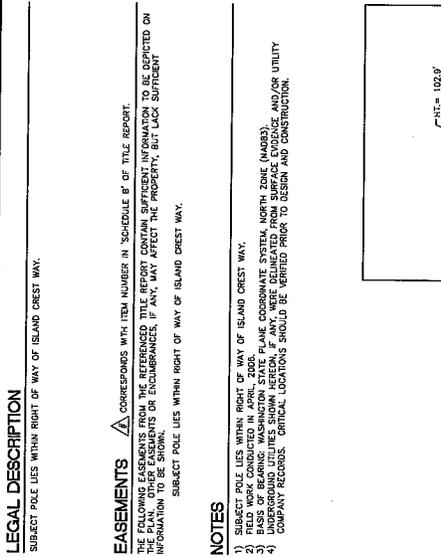


EXHIBIT C

To the Site Lease Agreement dated _____, 20____, between the City of Mercer Island, a Washington municipal corporation, as Lessor, and Clearwire US LLC. a Nevada limited liability company, as Lessee.

Environmental Laws

As used in this Lease, "Environmental Laws" means all federal, state and local environmental laws, rules, regulations, ordinances, judicial or administrative decrees, orders, decisions, authorizations or permits, including, but not limited to, the Resource Conservation and Recovery Act, 42 U.S.C. §§ 6901, et seq., the Clean Air Act, 42 U.S.C. §§ 7401, et seq., the Federal Water Pollution Control Act, 33 U.S.C. §§ 1251, et seq., the Emergency Planning and Community Right to Know Act, 42 U.S.C. §§ 1101, et seq., the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§ 9601, et seq., the Toxic Substances Control Act, 15 U.S.C. §§ 2601, et seq., the Oil Pollution Control Act, 33 U.S.C. §§ 2701, et seq., and Washington or any other comparable local, state or federal statute or ordinance pertaining to the environment or natural resources and all regulations pertaining thereto.

As used in this Lease, "Hazardous Substance" means any hazardous substances as defined by the Comprehensive Environmental Response, Compensation and Liability Act, as amended from time to time; any hazardous waste as defined by the Resource Conservation and Recovery Act of 1976, as amended from time to time; any and all material or substance defined as hazardous pursuant to any federal, state or local laws or regulations or order; and any substance which is or becomes regulated by any federal, state or local governmental authority; any oil, petroleum products and their by-products.