HIGHLINE WATER DISTRICT KING COUNTY, WASHINGTON

RESOLUTION 18-3-27A

RESOLUTION AUTHORIZING COMMUNICATIONS SITE USE AND LICENSE AGREEMENT WITH NEW CINGULAR WIRELESS PCS, LLC, AT THE DISTRICT'S MANSION HILL TANK SITE – 21420 31ST AVE S, SEATAC, WA

WHEREAS, the District owns certain real property located at 21420 31st Ave S, SeaTac, Washington 98198 in King County, legally described in Attachment-1, Exhibit A, on which it operates a 1,000,000 gallon elevated water tank and related structures know as 1.0 MG Mansion Hill Elevated Tank; and

WHEREAS, New Cingular Wireless PCS, LLC, (Licensee), desires to locate and operate certain equipment, improvements and facilities on a portion of the property, and District desires to allow Licensee to locate and operate such equipment, improvements and facilities on a portion of the Property, subject to and in accordance with the terms of the agreement (Attachment-1); and

WHEREAS, RCW 57.08.120 contains the requirements the District must follow to lease real property which owns or has an interest in, property the District has a future need, and which is not immediately necessary for its purposes. A public hearing was held 3/27/18. Public notices were published in the Westside Seattle on 3/9/18 and 3/16/18; and

WHEREAS, the general terms of the agreement are for a 10-year initial term with three subsequent 5-year renewals for a maximum of twenty-five years. The initial term is \$30,000 with a 3.5% inflationary factor annually.

NOW THEREFORE, BE IT RESOLVED:

- 1. The Board of Commissioners authorizes the General Manager or designee to enter into a Communications Site Use and License Agreement as outlined in Attachment-1 (incorporated herein by this reference) with New Cingular Wireless PCS, LLC.
- 2. The General Manager and/or the District's Legal Counsel are authorized to make minor changes to the agreement if required.

ADOPTED BY THE BOARD OF COMMISSIONERS of Highline Water District, King County, Washington, at an open public meeting held this **27th** day **March 2018**.

BOARD OF COM	IMISSIONERS
Smyth	Kathle Dury-Vormen
Daniel Johnson, President	Kathleen Quong-Vermeire, Secretary
18-	Mentionet
Todd Fultz, Commissioner	Vince Koester, Commissioner
Erme Landon	
George Landon, Commissioner	

COMMUNICATIONS SITE USE AND LICENSE AGREEMENT

THIS COMMUNICATIONS SITE USE AND LICENSE AGREEMENT ("Agreement") effective as of the latter of the Parties' signatures dates below (the "Effective Date"), is by and between HIGHLINE WATER DISTRICT, a Washington municipal corporation, having its principal place of business at 23828 – 30th Ave. S., Kent, Washington 98032 ("District") and NEW CINGULAR WIRELESS PCS, LLC, a Delaware limited liability company, having its principal place of business at 575 Morosgo Drive NE, Atlanta, GA 30324 ("Licensee") (individually a "Party" and collectively the "Parties").

RECITALS:

- A. The District owns certain real property located at $21420 31^{st}$ Avenue S, Seattle, King County, Washington 98198 legally described in **Exhibit A** attached (the "Property"), on which it operates a 1,000,000 gallon elevated water tank and related structures known as 1.0 MG Mansion Hill Elevated Tank (the "Reservoir").
- B. Licensee desires to locate and operate certain equipment, improvements and facilities on a portion of the Property, and District desires to allow Licensee to locate and operate such equipment, improvements and facilities on a portion of the Property, subject to and in accordance with the terms of this Agreement.

NOW, THEREFORE, in consideration of the terms and conditions set forth herein, the Parties agree as follows:

1. <u>Use Agreement and License.</u>

- a. <u>Premises</u>. District hereby authorizes Licensee to use, for the duration of this Agreement, that approximately 10' by 13' portion of the Property, totaling approximately one hundred thirty (130) square feet, as depicted on **Exhibit B** hereto (the "Premises") for the installation and use of Licensee's ground based communication equipment and cabling to Licensee's Equipment on the License Area, as defined below.
- b. <u>License for Reservoir</u>. District hereby grants to Licensee for the duration of this Agreement, a non-exclusive license to install, maintain, operate and repair on the top surface of the Reservoir, as depicted on **Exhibit C** hereto (the "License Area") certain arrays, antennae, fixtures and equipment, as depicted, configured and inventoried on **Exhibit D** hereto (Licensee's "Equipment").
- c. <u>License for Access</u>. District hereby grants to Licensee for the duration of this Agreement, a non-exclusive license for access from 31st Avenue S. to and from the Premises and access to the License Area. The access rights granted to Licensee herein are for the purpose of installing, constructing, maintaining, restoring, replacing, and operating Licensee's Equipment on the License Area and Licensee's cabling and ground based communications equipment within the Premises, including the right to install a fuel-powered electrical generator in the case of an emergency. When accessing the Premises, Licensee shall drive only on the designated gravel, sand or dirt roadways, and walk only on the

designated paths. Subject to the right of District to restrict access to the License Area for such temporary periods as may reasonably be required for maintenance, repair or painting of the Reservoir, such rights shall include the right of ingress and egress, twenty-four (24) hours per day, seven (7) days per week, for access to and from the Premises and the License Area. Except in cases of emergency, District shall give Licensee reasonable prior notice before restricting such access, and shall use reasonable efforts to coordinate the same with Licensee's Contact Person, as set forth in Section 26, so as to minimize interference with Licensee's operations on the Property. Licensee shall comply with all security regulations, policies and procedures currently or hereafter established by District, including the obligation of keeping fence gates closed and locked.

d. <u>Use of the Premises and License Area</u>. Licensee shall use the Premises and the License Area as a "Communications Site", as defined below, for Licensee's system for providing wireless telecommunications services to the public, personal communication services, short messaging, wireless data, and, subject to District's reasonable prior written approval and the terms of this Agreement, any other service which Licensee is legally authorized during the term of this Agreement to provide to the public.

For purposes hereof, a "Communications Site" is a site at which telephone, radio, and other communications equipment is installed and used to send and receive signals to and from wireless telephones and other mobile devices and to connect those signals to telephone or other communications facilities either directly, by means of cables, or indirectly, by means of transmitting and receiving facilities (including microwave and/or other antennas) located at the Communications Site. Licensee shall not use the Premises or the License Area for any other purposes without the prior written consent of District. Licensee shall at all times maintain the Premises and the License Area in a safe and sanitary condition.

- e. <u>Coordination with Other Users or Licenses</u>. Licensee acknowledges that District has or may enter into additional communications site use agreements for the Property. Licensee agrees to coordinate and cooperate with such other users in the design, installation, operation, and maintenance of such other users' equipment on the Property; provided, however that such coordination and cooperation shall be at the expense of the user who use has commenced or will commence later in time.
- f. <u>Improvements</u>. Following the Commencement Date, as defined in Section 3, below, Licensee, at its sole expense, shall have the right to maintain, and operate the Premises and the License Area as a Communications Site and to improve that site with the installation of Licensee's Equipment, along with related appurtenances, as shown, configured and inventoried on Exhibit D hereto, according to plans approved by District. Licensee shall submit plans and specifications for the initial installation of Licensee's Equipment for District's review and approval, which approval shall not be unreasonably withheld, conditioned or delayed, provided that all conduits, cabling and other connection to the Premises or License Area, other than Licensee's Equipment installed on the Reservoir itself. shall be underground; that asphalt shall be saw cut and re- asphalted; trenches shall be backfilled with controlled density fill to within two inches (2") of finished grade and then asphalted, or to within twelve inches (12") of finished grade in landscaped areas and then compacted with top soil; that no structures, temporary or permanent, except as shown. configured, and inventoried on Exhibit D, shall be constructed on the Premises or the License Area; and that a trailer shall not be placed on the Premises. Licensee's plans and

specifications shall be deemed final and approved when signed on each page by an authorized agent or employee of the District. Licensee shall maintain the Communication Site and the facilities thereon and their appearance in a condition satisfactory to District. Licensee acknowledges that particular care shall be taken to maintain points of connection to the Reservoir.

- Construction Procedure. All work, including work undertaken after the initial installation of Licensee's Equipment, shall be subject to such inspection as District may reasonably deem necessary. Any such inspection may be performed by District, at District's then current hourly labor and equipment rate, or by a third party inspection service selected by District. Licensee shall pay the cost of any such inspection within forty-five (45) days following the date of District's invoice therefor, together with reasonable supporting documentation evidencing such expense. No welding shall be permitted on the Reservoir. and any damage to District property, including but not limited to, painted surfaces, landscaping, fences, Reservoir, and mains, shall be primed and repainted or repaired and restored to District's reasonable satisfaction. Unless waived in advance by District on a case-by-case basis, a preconstruction conference shall be held at the Property prior to the commencement of any work on the Communications Site; the preconstruction conference shall be attended by representatives of District and Licensee. The matters to be discussed and resolved at the preconstruction conference shall include the work completion schedule, communication procedures between the Parties, construction permit requirements, procedures and posting, access, inspection staff and their duties and other administrative and general matters as needed. Licensee, at its sole expense, shall obtain all necessary governmental approvals and permits prior to commencing construction and shall provide District with at least five (5) business days' notice prior to the start of construction. All Licensee contractors and subcontractors shall be duly licensed and registered in the State of Washington. Licensee shall be solely and completely responsible for safety conditions and safety of Licensee's agents, employees, contractors, subcontractors, and any and all other persons and property under its control, in connection with the installation and subsequent maintenance, remodeling and removal of Licensee's Equipment. Licensee shall keep the Premises and the License Areas free from any liens arising out of any work performed by Licensee, any materials furnished or obligations incurred by Licensee and agrees to defend, indemnify and hold harmless District against the same.
- h. Alterations. Other than the Equipment along with related appurtenances as shown, configured and inventoried on Exhibit D hereto, Licensee shall not make any alterations, additions or improvements to the Premises and the License Area ("Alterations") without the District's prior written consent, which consent District may withhold in its sole and absolute discretion; provided, however, that Licensee may, without District's prior written consent but upon not less than twenty (20) days' prior written notice to District, perform like-kind replacements of Licensee's ground-based equipment within the interior of any shelters on the Premises. In addition, and provided that Licensee shall have delivered to District plans and specifications therefor, and, if requested by District, evidence reasonably satisfactory to District that said replacements are of a like-kind, the District's consent to any like-kind replacements of antennas on the Reservoir shall not be unreasonably withheld. Licensee shall complete all approved Alterations at Licensee's expense in compliance with all applicable laws and in accordance with plans and specifications approved in advance in writing by the District, using contractors who are bonded, insured, licensed in the state of Washington and approved in advance in writing by District, in a manner so as to not

unreasonably interfere with other tenants, and in conformance with the requirements of this Agreement. So long as such contractor shall be bonded, insured, and licensed in the state of Washington, District's approval of any contractor for proposed Alterations shall not be unreasonably withheld, conditioned, or delayed. Licensee shall not commence installation of any Alterations until five (5) days after giving District notice stating the date of installation, so that the District may post and record an appropriate notice of nonresponsibility. The Licensee shall own and be responsible for all Alterations. The Licensee shall remove all Alterations at the end of the Lease Term unless the District requires the Licensee to leave specified Alterations at the Premises, in which case the Licensee shall not remove such Alterations, and the District shall notify the Licensee in writing of the required Alterations to remain as soon as reasonably possible after the notice of termination. Licensee shall immediately repair any damage to the Premises caused by removal of Alterations.

- i. <u>Identification</u>. Licensee shall affix permanent labels or tags on each piece of equipment and at each end of each cable or conduit clearly identifying the Licensee as the owner. Any equipment, cabling or other items located on the Property without such identifying label or tag may be removed and disposed of by the District.
- Relocation. The District may, at its option, without cost to the District and to accommodate the District's need to utilize the Premises or the License Area, and upon at least three hundred sixty-five (365) days' prior notice, require Licensee to relocate, replace or remove Licensee's Equipment, consistent with a capital improvement project approved by the District. The District agrees not to require the Licensee to relocate Licensee's Equipment within the first five (5) years of the Initial Term. The District shall review proposals from the Licensee for a mutually acceptable new location on the Property or a nearby reservoir site under the District's control to which the Licensee may, within 365 days following relocate its Equipment at Licensee's sole cost and expense under the same terms and conditions of this Agreement. Thereafter, all references to the Premises and the License Area in this Agreement shall be deemed to be references to the relocated site. During any relocation, District shall use reasonable efforts to accommodate operation by Licensee of a temporary mobile communications facility on the Property until the earlier of (a) Licensee's commencement of commercial operation on the relocated site, or (b) the date that is 365 days following the District's relocation notice to Licensee. If a mutually acceptable location cannot be found and confirmed in writing between the Parties within one hundred eighty (180) days of the District's relocation notice, this Agreement shall terminate effective 365 days following District's relocation notice, and Licensee shall have the same responsibilities and obligations to remove its Equipment and restore the Premises and the License Area as if the term of this Agreement had expired.
- k. <u>Signs</u>. Licensee shall not install any signs on the Premises, the License Area, or anywhere else on the Property, other than radio frequency warning signs required by the FCC or other applicable law or government regulation, without District's prior written consent, which may be withheld in the District's sole and absolute discretion. Licensee shall install any approved signage at Licensee's sole expense and in compliance with all applicable laws. Licensee shall not damage or deface the Premises or the License Area in installing or removing signage and shall repair any injury or damage to the Premises or the License Area caused by such installation or removal.

2. Rent.

- a. <u>Base Rent Payment</u>. Licensee covenants and agrees to pay to District Base Rent ("Base Rent") in an amount determined pursuant to Section 2.b. Base Rent shall be due and payable on or before the first day of April of each year of the term hereof, without notice, offset or deduction of any kind. Base Rent payable for any partial year during the term of this Agreement shall be prorated.
- b. <u>Annual Base Rent Amount</u>. The amount of Base Rent for the period commencing April 1, 2017 through March 31, 2018 shall be Thirty Thousand Dollars (\$30,000.00) per year. Commencing April 1, 2018, and on April 1 of each year during the Term thereafter (the "Adjustment Date") Base Rent shall be increased by an amount equal to Three and One-Half Percent (3.5%) of the Base Rent immediately payable prior to said Adjustment Date. Base Rent for each year of any Extended Term shall be determined in the same manner that annual adjustments are determined herein.
- c. <u>Utility Charge</u>. When permitted by the applicable utility provider, Licensee shall be responsible directly to the servicing utility provider for payment of all utilities required by Licensee's use of the Premises or the License Area, and Licensee shall install or cause to be installed separate utility meters at the Property. If a utility provider will not permit Licensee to pay it directly, Licensee shall install a submeter in a location reasonably approved by District, and shall pay to District, no later than thirty (30) days following District's billing therefor to Licensee, all cost of that utility service provided to Lessee's Equipment (the "Utility Charge").
- d. Additional Payments. Upon execution of this Agreement, Licensee shall pay to District a onetime sum of Seven Thousand Dollars (\$7,000.00) as payment for (i) attorney's fees incurred by District for drafting and negotiating this Agreement; and (ii) engineering costs incurred by District for reviewing plans for Licensee's facilities, repairs, and upgrades of those facilities, and for inspection costs related to construction, repair, or upgrade of those facilities.
- e. <u>Site Entry Fees and Other Charges</u>. Licensee shall pay to the District a fee, in accordance with the District's established rates for labor, equipment and materials, whenever a District staff member must be present to admit the Licensee, its employees, contractors or agents to the Site. The amount of the fee varies depending on whether the admission is during normal District working hours (7:00 a.m. to 3:30 p.m. Monday through Friday) or not during normal District working hours. In addition to site entry fees, Licensee shall also pay and reimburse to the District for all actual labor charges incurred relative to the site entry, standby, or other related personnel costs set forth herein.

When the District provides services not identified above to the Licensee, such as the review of insurance certificates, scheduling of work on the Site, coordinating maintenance activities, engineering and legal questions and issues, approving and providing services to Licensee's vendors, review of changes in Equipment, and any other services rendered with respect to Licensee, all such services shall be invoiced to and paid by Licensee to the District within thirty (30) days of the date of the invoice, together with reasonable documentation evidencing such costs. Where such services include the services of outside consultants, the

outside consultant's charges shall be billed at cost plus ten percent (10%) to Licensee. Services provided by District staff shall be billed at the adopted hourly rates for labor and equipment charges at the time the service is provided. Where such services are provided to more than one licensee with regard to a particular activity or transaction, the District shall make an allocation of the costs to each licensee involved.

- f. Taxes. Licensee shall pay directly to the Department of Revenue before delinquency (and shall simultaneously send to District evidence of payment) the leasehold tax arising from or out of this Agreement, including those applicable to the Base Rent and all other fees and charges payable under this Agreement that are due under RCW Ch. 82.29A, and applicable rules of the Washington State Department of Revenue. Licensee shall also pay all other taxes, assessments, levies, fees, and all other governmental charges of every character, general or special, ordinary or extraordinary, including any city or county excise, business and occupation, or utility tax, which are payable during any portion of the Term and are levied upon or assessed as a result of the Agreement, any sublease, or against Licensee's Equipment or improvements located on the Premises or the License Area, any part thereof, any improvements constructed by Licensee located thereon and any of Licensee's personal property or fixtures located thereon (collectively, "Taxes"). Licensee's liability for taxes pursuant to this paragraph shall survive the termination of the Agreement.
- g. <u>Fines and Penalties</u>. Licensee shall pay all fines and penalties levied against it by a third party governmental agency or entity and arising out of the installation, maintenance and operation of its equipment on the Property.
- h. Adjustment of Base Rent in Event of Alterations. In the event that, following the installation, in accordance with Section 1.f above, of the Equipment and related appurtenances as shown, configured and inventoried on **Exhibits D** hereto, Lessee shall desire to make any Alterations that would increase the number, type or size of arrays, antennae, cables or other Equipment located on the Property, or increase the portion of the Premises or License Area used, then Base Rent shall be increased as required by the District. Once increased, Base Rent shall not be decreased if Licensee subsequently reduces either the quantity of Equipment on the Property or portion of the Premises or License Area used. Any adjustment in Base Rent shall be effective on the date that the District shall have approved such Alterations, in accordance with Section 1.h, above, and shall be prorated to the next annual Adjustment Date.

3. <u>Term of Agreement.</u>

The initial term of this Agreement shall be ten (10) years (the "Initial Term"), commencing on April 1, 2017 (the "Commencement Date") and terminating on March 31, 2027 (the "Termination Date"). This Agreement shall automatically be renewed thereafter for three (3) additional periods of five (5) years each (each a "Renewal Term" and collectively the "Renewal Terms"), unless either Party shall provide the other Party with written notice of its intention not to renew at least twelve (12) months prior to the commencement date of the succeeding Renewal Term. The maximum term of this Agreement shall therefore be twenty-five (25) years, terminating March 31, 2042.

4. Security Deposit.

Licensee shall deposit with District, on or before the Effective Date, the sum of Thirty Thousand Dollars (\$30,000.00) (the "Security Deposit") to be held by District as security for the faithful performance by Licensee of all terms, covenants, and conditions of this Agreement during the Term. If Licensee defaults with respect to any provision of this Agreement, District may use, apply or retain all or any part of this Security Deposit for the payment of any sum in default, or for the payment of any amount which District may spend or become obligated to spend by reason of Licensee's default, or to compensate District for any other loss or damage which District may suffer by reason of Licensee's default. Except for any use, application or retention of any portion of the Security Deposit following a default by Licensee in payment of Base Rent or any other monetary amounts payable by Licensee hereunder, District shall provide Licensee written notice of its intention to use, apply any portion of the Security Deposit and a description of the loss, damage or expense for which District will compensate itself from the Security Deposit. If any portion of the deposit is so used, Licensee shall, within thirty (30) days after written demand therefor, deposit with District cash in an amount sufficient to restore the Security Deposit to its original amount, and Licensee's failure to do so shall be a material default under this Agreement. District shall not be required to keep this Security Deposit separate from its general funds, and Licensee shall not be entitled to interest on such deposit. If Licensee shall fully perform every provision of this Agreement, the Security Deposit or any balance thereof shall be returned to Licensee within sixty (60) days after Licensee has vacated the Premises and the License Area at the expiration of the Agreement Term or termination of the Agreement. If District's interest in this Agreement is terminated, assigned or transferred, District shall transfer the deposit to District's successor in interest, and thereafter shall have no further liability to Licensee with respect to the Security Deposit.

5. Interference,

- a. Licensee acknowledges the District may elect to enter into agreements with other wireless telecommunications operators, and that Licensee may be required to share certain common facilities with those operators. It is the District's intent to consolidate and coordinate all such wireless telecommunications facilities at the Property to maximize use of space and minimize the negative effects (visual and otherwise) of wireless telecommunications equipment and antennas at and on the Property. Licensee acknowledges it has no exclusive rights for operating a wireless telecommunications facility on the Property and that the District as the right to enter into leases, easements, licenses, permits, and agreements with other telecommunications operators. Licensee agrees to reasonably cooperate with the other wireless telecommunications operators and the District to coordinate efficient collocation of equipment and antennas and to promptly resolve any interference issues that may arise on account of the presence of multiple operators.
- b. Licensee acknowledges that District has leased or licensed, or may lease or license other portions of the Property in the future and grant non-exclusive licenses for use of the top surface of the Reservoir (other than the Licensed Area). District is not in any way responsible or liable for any interference with Licensee's use of the Premises which may be caused by the use or operation of equipment of a licensee or lessee with facilities or equipment on the Reservoir as of the Effective Date hereof (an "Existing User") or of a subsequent licensee or lessee of whose operations Licensee shall have approved or be deemed to have approved, in accordance with Subsection 5.d, below (an "Approved Future User"). If, however, (a) the equipment of any other licensee or lessee other than an Existing User or an Approved Future User causes material, adverse interference with Licensee's use of the Premises or the License Area or the operation of its Equipment thereon, or if (b) an

Existing User or Approved Future User's equipment is not installed or operated in compliance with applicable laws or the manufacturer's specifications and, as a result of such noncompliance, causes material, adverse interference with Licensee's operation of its Equipment on the Premises, and if Licensee is unable to resolve this interference with the other licensee or lessee, including any Existing User or Approved Future User, whether by agreement, dispute resolution or litigation, then Licensee may, upon thirty (30) days' written notice to District, terminate this Agreement, as Licensee's sole and exclusive remedy against District. In such event, Licensee, no later than the 30th day following such written termination notice to District, shall remove its Equipment, and restore the Property in compliance with Section 16, below. Nothing contained herein shall be deemed to preclude Licensee from seeking equitable remedies against the interfering user at Licensee's sole cost and expense. Regardless of whether caused or experienced by Licensee, an Existing User, an Approved Future User, or any other user, Licensee shall cooperate with all other licensees or lessees to identify the causes, and work toward the resolution, of any electronic interference problem.

- c. Licensee shall not install, use or maintain any Equipment on the Premises which causes material electronic interference with telecommunications equipment or the permitted operations of any Existing User(s) on the Property. Licensee's operations on the Property shall comply with Western Washington Cooperative Interference Committee's Emergency Standard #6 Rev. C (02-97) for radio transmitting and receiving devices and FM Broadcast, as presently adopted or as amended in the future, and all Federal Communications Commission and any other regulations and requirements applicable to such operations. In addition, Licensee agrees to eliminate, at Licensee's own expense, any radio, television or other electronic interference caused by any of Licensee's equipment or operations and affecting surrounding residences as of the Effective Date or Existing Users' facilities on the Property during the term of this Agreement. Licensee further agrees to accept such interference as may be received from District operated telecommunications or other facilities presently or in the future located upon and/or communicating with District's facilities located on the Property.
- After the Effective Date of this Agreement, District will not grant a lease or license for use by a third party of any top portion of the Reservoir, if such use will materially and adversely interfere with Licensee's use of the License Area, as permitted herein, as a Communications Site, and if Licensee does not approve of such use, or is not deemed to have approved of such use, pursuant to the terms hereof. In the event any such third party shall request a right to install and maintain any type of additional antennae or communications equipment on the Reservoir, District shall give Licensee prior written notice of such request. In the event that Licensee, within thirty (30) days following receipt of such notice, provides written notice to District reasonably requesting technical specifications for review as to interference. District shall submit or cause the same to be submitted to Licensee reasonably promptly thereafter; provided, however, that District shall not be required to provide Licensee with any specifications or information reasonably claimed by the third party to be of a proprietary nature. Licensee shall have thirty (30) days following receipt of such proposal (or receipt of any requested technical specifications, if later) to make any objections thereto, and failure to make any objection within such thirty (30) day period shall be deemed approval by Licensee of the installation of the antennae or communications facilities pursuant to such third party proposal. If Licensee gives notice of objection due to material, adverse interference during such 30-day period. and Licensee's objections are verified as valid by District, then District shall not proceed with such proposal unless the proposal is modified in a manner reasonably determined by Licensee to eliminate the material, adverse interference, in which event District may proceed with the proposal. District does not represent or warrant subsequent noninterference with Licensee's communications

operations by any user, whether Existing or an Approved Future User, and shall have no liability to Licensee arising therefrom.

6. Condemnation.

If all or part of the Property is taken by condemnation such that the Premises or License Area are no longer usable for reconstruction of Lessee's Communications Site as existed prior to the taking, this Agreement shall terminate as of the date possession is taken by the condemning authority unless Licensee's equipment and improvements can be relocated to another position at the Property acceptable to Licensee and District. Licensee shall be entitled only to that portion of the proceeds of condemnation which is directly attributable to the value of Licensee's equipment and improvements and relocation costs. District agrees promptly to notify Licensee in the event District receives notice of any condemnation action affecting the Property.

7. Damage or Destruction.

In the event that Licensee's Equipment is damaged by fire, earthquake, act of war, or other extraordinarily casualty (any of the foregoing referred to herein as a "Casualty Event"), District shall not be obligated to repair or rebuild any portion of the Reservoir site or Licensee's Equipment or the functionality thereof, or to compensate Licensee for any loss resulting therefrom. Within fortyfive (45) days following the date of any such Casualty Event, District agrees to notify Licensee in writing as to whether District will restore all or any portion of the Reservoir site (District's "Election Notice"), which decision shall be based solely on District's need therefor. If District elects to restore the Reservoir site, District shall include with its Election Notice District's reasonable estimate of the time required to complete such restoration. If the estimated time to complete such restoration shall exceed one hundred eighty (180) days from the date of the Casualty Event and if, as a result of the Casualty Event, Licensee's Equipment shall have been rendered unusable in whole or substantial part, Licensee may, upon written notice given to District no later than thirty (30) days following receipt of the Election Notice, elect to terminate this Agreement. In the event that District elects not to restore the Reservoir site, either party may terminate this Agreement upon thirty (30) days' prior written notice to the other, in which event this Agreement shall terminate on the thirtieth (30th) day following the terminating party's notice, as if such date were originally set forth as the termination date herein. Termination pursuant to this Section shall not relieve Licensee from the obligation to surrender the Premises and License Area as required pursuant to Section 16, below. In the event neither party so elects to terminate this Agreement, this Agreement shall continue in full force and effect, and in the event that Licensee's Equipment shall have been rendered unusable in whole or substantial part due to the Casualty Event, District will use reasonable efforts to accommodate operation by Licensee of a temporary mobile communications facility on the Property until the Reservoir is rebuilt or restored. From and after the date of any Casualty Event until the earlier of the effective date of any termination pursuant to the terms hereof or the date that the Reservoir is rebuilt or restored, Licensee's obligation for Base Rent shall be abated in proportion to Licensee's inability to use the Reservoir or a temporary mobile communications facility as a Communications Site.

8. <u>Default by District; Termination by Licensee.</u>

District shall be deemed to be in default hereunder if District fails to comply with any material term, condition, or covenant of this Agreement and does not cure such failure within the following time periods following receipt of written notice thereof from Licensee: (a) one (1) business day, in the case of failure to provide access, subject to and in accordance with the provisions of

Section 1.c, or (b) thirty (30) days, in all other cases; provided, however, that in the event of a cure which requires in excess of thirty (30) days to complete, District shall be deemed in default hereunder if District has not commenced such cure within thirty (30) days of such notice and is not diligently prosecuting said cure to completion. Licensee may terminate this Agreement upon the giving of thirty (30) days' written notice to District in the event of any such default, or if either of the following events occur: (a) Licensee fails, despite reasonable efforts to do so, to obtain or loses any necessary permits, approvals or orders and is thereby unable to use the Premises or License Area as a Communications Site, or (b) the FAA, FCC, or other governmental agency requires any conditions as a result of this Agreement that are unacceptable to Licensee or refuses to approve the use of the Property as a Communications Site.

9. <u>Default by Licensee; Termination by District; Remedies.</u>

The occurrence of any of the following shall constitute a default and material breach of this Agreement by Licensee:

- (a) failure by Licensee to pay any Base Rent, Utility Charge, or other amount required hereunder when due if such failure shall continue for more than ten (10) business days after delivery of written notice to Licensee of such failure to make timely payment; or
- (b) failure by Licensee to comply with any material term, condition, or covenant of this Agreement, other than the payment of the obligations set forth in subparagraph (a), above, if such failure is not cured within thirty (30) days after delivery of written notice to Licensee, or, in the event of a cure that requires in excess of thirty (30) days to complete, if Licensee has not commenced such cure within thirty (30) days of such notice and is not diligently prosecuting said cure to completion; or
- (c) if Licensee becomes insolvent, makes a transfer in fraud of creditors, makes an assignment for the benefit of creditors, or files a petition under any section or chapter of the Federal Bankruptcy Code, or is adjudged bankrupt or insolvent in proceedings filed against Licensee thereunder, or if a receiver or trustee is appointed for all or substantially all of the assets of Licensee due to Licensee's insolvency.

In the event of any default by Licensee as aforesaid, District may, in addition to any remedies available to District at law or in equity, terminate this Agreement or Licensee's rights hereunder upon thirty (30) days' written notice to Licensee. In the event of any such termination, Licensee shall immediately remove all of Licensee's Equipment and any other improvements from the Property and restore the same in accordance with Section 16, below, and, upon District's demand therefor, pay to District a sum of money equal to (i) the amount of unpaid Base Rent and other charges payable hereunder as of the date of termination; (ii) the amount by which the Base Rent and other charges payable hereunder for the balance of the then current term exceeds the amount of such rental loss that Licensee proves District could reasonably have avoided; and (iii) any other amount necessary to compensate District for all damages caused by Licensee's failure to perform its obligations under this Agreement.

In addition, District may terminate this Agreement upon prior written notice to Licensee:

- (d) if an engineering analysis pursuant to Section 21 establishes that the Reservoir cannot support Licensee's equipment;
- (e) if any governmental entity requires any conditions as a result of this Agreement that are unacceptable to District; or
- (f) if the District determines that the tank and/or Property is no longer needed for its operations and deems it as surplus.

In the event of either of the occurrences set forth in subparagraphs (d) and (e), above, District shall endeavor to give Licensee ninety (90) days' prior written notice of termination, or if ninety (90) days' notice is not feasible, as much prior written notice as may be feasible and practicable under the circumstances. In the event of the occurrence set forth in subparagraph (f), above, the District shall endeavor to give Licensee at least one (1) year's prior written notice of termination, or if one year's notice is not feasible, as much prior written notice as may be feasible and practicable under the circumstances.

10. Interest; Late Charges.

If Licensee fails to pay, when due and payable, any sum due under the Agreement, that unpaid amount shall bear interest at the lesser of twelve percent (12%) or the maximum amount permitted by law per annum until paid. In addition, Licensee acknowledges that the late payment by Licensee of any sums due to District from Licensee hereunder will cause District to incur certain costs and expenses not contemplated under this Agreement, the exact amount of such costs being extremely difficult and impractical to ascertain. Therefore, if any sum due to District from Licensee hereunder is not received by District or District's designee within ten (10) days after written notice that such payment is past due, Licensee shall immediately pay to District a late charge equal to five percent (5%) of such payment.

11. Warranties and Covenants of District.

District represents and warrants that the District has legal right to possession of the Property and Reservoir and the power and the right to enter into this Agreement. District covenants and agrees that (a) Licensee, subject to the remaining terms and provisions hereof, upon the faithful performance of all of the terms, conditions, and obligations of Licensee contained in this Agreement, shall peaceably and quietly hold and enjoy the Premises and the License Area upon the terms, covenants, and conditions set forth in this Agreement throughout the Agreement Term against any adverse claim of District or any party claiming under District; and (b) District shall deliver the Premises and the License Area to Licensee on the Commencement Date.

12. Warranties and Covenants of Licensee.

Licensee represents and warrants to District that: (a) Licensee has the power and the right to enter into this Agreement; and (b) Licensee's operation of the Communications Site shall not interfere in any way with the District's operation, maintenance, repair or replacement of District's Reservoir and related appurtenances and facilities or the operations of Existing Users. Licensee and each person executing this Agreement on behalf of Licensee further represent and warrant to District that the execution and delivery of this Agreement by Licensee is authorized by appropriate corporate

action, that each person so executing this Agreement is authorized to execute and deliver the same on behalf of Licensee, and that the person(s) executing and delivering this Agreement is/are the only one(s) whose signature is required to cause this Agreement to be binding upon Licensee. Licensee covenants and agrees that the installation, operation, and removal of Licensee's Equipment shall not cause any damage whatsoever to the Property or any improvements located upon the Property. whether owned by District or others; and Licensee shall pay all taxes due and owing at the times required as provided in Section 2.f herein. Licensee shall at all times comply with all laws, ordinances, rules and regulations (collectively, "Regulations") of local, county, state, and federal governmental authorities relating to the installation, maintenance, height, location, use, operation, and removal of improvements authorized herein. In addition, Licensee's operation and use of the Premises, the License Area, and its equipment shall comply with all applicable local, county, state and federal laws and regulations governing noise levels ("Noise Regulations"). Licensee may, at Licensee's expense, cause a noise study to be performed by a vendor reasonably approved by District, in which event District shall give reasonable consideration to any noise mitigation solution recommended by such vendor. Otherwise, Licensee shall install soundproofing if and as required by District in order to comply with such Noise Regulations.

13. Liability and Indemnification.

Licensee hereby agrees to and shall indemnify and hold District, its elected or appointed officers, officials, employees, agents and volunteers harmless from and against any and all demands, claims, suits, risks, liabilities and obligations of any nature and any and all costs or expenses of any nature including, but not limited to, all losses, damages, judgments and reasonable attorney's fees arising from injury to or death of any and all persons and/or all property damage of any kind, whether tangible or intangible, including loss of use, in connection with or related to the installation. operation, maintenance, replacement and/or removal of Licensee's Equipment upon the Premises or License Area and/or the presence of Licensee, its employees, agents, contractors, or their property upon or in proximity to the Property, except only those losses resulting solely from the negligence or willful misconduct of District, its elected or appointed officers, employees, volunteers and agents. Licensee's obligation hereunder shall include, without limitation, the duty to indemnify, hold harmless and defend District from and against any and all claims for damages by third parties against District arising out of, related to or caused by any activities undertaken by or on behalf of Licensee. its agents, contractors, representatives, or sublessee in connection with the installation, operation, maintenance or removal of any structure, equipment or facility on the Property, the License Area, or the Premises. Licensee's obligation hereunder is without prejudice to Licensee's rights to assert all defenses Licensee may have against any claimant and the right to seek contribution from any other person or entity which may be responsible for all or any portion of the alleged claim. District shall use reasonable efforts promptly to notify Licensee of any claim as to which Licensee has the obligation to indemnify District under this Agreement and Licensee shall, at its sole cost and expense, defend District against such claim. Licensee's defense shall include, but not be limited to, appearing and defending against any lawsuit and paying any amounts required to be paid pursuant to any judgment or settlement. Licensee hereby further indemnifies and holds District, its elected or appointed officers, officials, employees, agents and volunteers from and against any and all demands. claims, suits, risks, liabilities, and obligations of any nature and any and all costs or expenses of any nature, including but not limited to, all losses, damages, judgments and attorney's fees arising from any breach or default in the performance of any obligation to be performed by Licensee, or any subtenant of Licensee under the terms of this Agreement.

Notwithstanding the above, if a court determines that this Agreement is subject to the terms of RCW 4.24.115, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of Licensee and District, its commissioners, officers, employees or agents, Licensee's liability under this Section shall be limited to the extent of Licensee's negligence and that of its agents, employees, contractors, assignees and sublessees, including their proportional share of costs, attorney's fees, and expenses incurred in connection with any claim, action, or proceeding brought with respect to such injury or damage. District and Licensee specifically agree that the provisions of this Section also apply to any claim of injury or damage to the persons or property of Licensee's employees. Licensee acknowledges and agrees that, as to such claims, Licensee, with respect to District, hereby waives any right of immunity which Licensee may have under industrial insurance (Title 51 RCW as amended and under any substitute or replacement statute). This waiver was specifically negotiated by District and Licensee, is solely for the benefit of District and Licensee and their successors and assigns, and is not intended as a waiver of Licensee's right of immunity under said industrial insurance for any other purpose.

14. Insurance.

Licensee shall obtain and maintain in force throughout the Agreement Term, a commercial general liability insurance policy (or policies) insuring against claims for personal injury or death and property damage arising out of the actions of Licensee, its contractors, employees, and agents on or around the Property. The insurance policy(ies) shall be with one or more insurance companies that have an A.M. Best's rating of A- VII or better and that are approved by the Insurance Commissioner of the State of Washington pursuant to Title 48 RCW. The limits and coverages of said insurance shall be as set forth on Exhibit E, attached hereto. District reserves the right to require higher limits, different and/or additional coverages from time to time if recommended by District's insurer, but not more frequently than once during any five (5) year period of the term of this Agreement, as the same may be extended. The insurance policy(ies) shall not have deductibles or self-insurance retentions in excess of an aggregate of Fifty Thousand Dollars (\$50,000.00) unless approved in writing in advance by District; provided, however, that so long as Tenant, or its parent company, AT&T, Inc., at all times maintains total assets in excess of Two Hundred Fifty Million Dollars (\$250,000,000.00) according to publically available financial statements filed with the Securities and Exchange Commission, Licensee may "self-insure," on a secured basis, the deductible for all or any part of the insurance otherwise required to be carried by Licensee pursuant to this Agreement. Such right of self-insurance is personal to the Licensee named herein, and may not be assigned or transferred without District's prior written consent.

Providing coverages in the amounts set forth in **Exhibit E** shall not be construed as relieving Licensee from liability in excess of such limits. The insurance policy(ies) shall specifically include District, its elected or appointed officers, officials, employees, agents, and volunteers as additional insured (ISO CG 20 26 endorsement or equivalent acceptable to the District) with regard to damages and defense of claims arising from: (a) activities performed by or on behalf of Licensee; and (b) products and completed operations of Licensee or premises used by Licensee. District's additional insured status shall not extend, however, to (y) claims for punitive or exemplary damages arising out of the acts or omissions of District, its agents, employees or independent contractors, or (z) to any claims arising out of the sole negligence or District, its agents, employees, or independent contractors. The policy(ies) shall protect each insured in the same manner as though a separate policy had been issued to each, except as to claims caused solely by the additional insured. The inclusion of more than one insured shall not affect the rights of any insured with respect to any claim,

suit, or judgment made or brought by or for any other insured or any employee of any other insured, subject to the policy limits. The coverages provided by the required policy(ies) shall be primary to, not in excess of, and shall not contribute with, any insurance maintained by District, except with respect to losses attributable to the sole negligence or intentional misconduct of District, its elected or appointed officers, officials, employees, agents or volunteers. District has no obligation to report events which might give rise to a claim until a claim has been filed with District's Board of Commissioners*. District shall be given thirty (30) days' prior written notice (in accordance with Section 19 hereinbelow) of cancellation or any nonrenewal of coverage required hereunder that is not replaced. Licensee shall maintain workers' compensation insurance for all of its employees engaged in work on the Property. Licensee may "self-insure" its obligation to maintain workers' compensation insurance in compliance with applicable law. If such work is contracted, Licensee shall require that all contractors provide workers' compensation insurance for all of their employees engaged in work on the Property. Licensee's, or its contractors, Washington Department of Labor and Industries account number shall be noted on such policies of insurance. If any class of employees engaged in work on the Property is not covered under workers' compensation insurance, Licensee shall maintain, and cause each contractor to maintain, employer's liability insurance for limits of \$2,000,000,000 for each employee for disease or accident, and shall furnish District with satisfactory evidence of such insurance. Licensee shall file with District, for District's approval, a Certificate of Insurance (with endorsements attached) of all insurance policies as are necessary to comply with the requirements of this Section. At least ten (10) days before the expiration of any policy required by this Section, Licensee shall deliver to District evidence that such insurance has been continued.

15. Releases.

Licensee releases District from any and all claims it might have against District arising from or related to (a) Licensee's equipment being unusable for communications purposes or for any delay in restoring the Reservoir to a condition in which Licensee's equipment could be rendered usable for communications purposes; and (b) any damage to person or property incurred as a result of the acts or omissions of any contractor District hires to perform repairs or maintenance on or about the Property or to make any improvement thereto.

16. Title to and Removal of Licensee's Equipment.

Licensee's Equipment and all improvements installed at and affixed to the Premises or the Property by Licensee shall be and shall remain the property of Licensee. Licensee shall, within thirty (30) days after the expiration or earlier termination of this Agreement, remove all of Licensee's improvements, equipment, fixtures, and all of Licensee's personal property from the Premises and the License Area and/or restore at Licensee's sole expense the Premises, License Area and the Property as close as is practicable to the condition it was in when Licensee entered into possession and/or use, reasonable wear and tear and casualty beyond Licensee's reasonable control excepted. Upon such removal, District shall inspect the Property to review and approve the work performed. District shall have the right to require Licensee to perform additional work necessary to restore the Property to the condition required by this Section. In the event that Licensee shall have failed to remove all of said equipment and restore the Premises, License Area and the Property as aforesaid within thirty (30) days following the expiration or earlier termination of this Agreement, then without

^{*} in accordance with Ch. 4.96 Revised Code of Washington, as modified or amended, and/or any similar provision of applicable law.

limitation of any other remedies available to District hereunder or at law or in equity, (a) the holdover provisions of Section 17, below, shall apply for the period beginning on the first day following the expiration or termination date of this Agreement until all of said improvements, equipment, fixtures and personal property shall have been removed, and (b) District may, but shall not be required to, at any time following the expiration of such 30-day period remove, store and dispose of all of such improvements, equipment, fixtures, and personal property and perform Licensee's obligations to restore the Premises, License Area and Property at Licensee's sole cost and expense and without liability to Licensee.

17. Holding Over.

If Licensee holds over after this Agreement has been terminated, the tenancy shall be month-to-month, subject to the provisions of this Agreement, which tenancy may be terminated as provided by law. During said tenancy, unless a different rate is agreed upon, the Rent payable to District by Licensee shall be one hundred twenty-five percent (125%) of the Base Rent last payable pursuant to Section 2.b, above, prorated monthly during the period of holdover, and upon all of the other terms, covenants and conditions set forth in this Agreement so far as the same are applicable. If Licensee shall fail to surrender the Premises as required under Section 16, above, upon the termination of this Agreement, in addition to any other liabilities to District arising therefrom, Licensee shall and does hereby agree to indemnify and hold District harmless from loss and liability resulting from such failure.

18. Assignment and Subletting.

Licensee shall not assign, sublease, otherwise transfer or encumber all or any part of Licensee's interest in this Agreement without District's prior written consent, which shall not be unreasonably withheld, conditioned or delayed. District shall consent to a transfer of Licensee's rights hereunder to (a) an Affiliate (as hereafter defined) of Licensee, (b) an entity whose net worth is at least One Hundred Million Dollars (\$100,000,000.00), or (c) an entity that acquires all or substantially all of Licensee's assets in the Seattle-Tacoma FCC market, provided that Licensee, not less than ninety (90) days prior to the effective date of the assignment or transfer, shall have delivered written notice to District setting forth the name of the transferee and its place of incorporation or formation; its address and full contact information, including phone numbers; the basis for the transfer (e.g., a transfer to a purchaser of all or substantially all of Licensee's assets, a transfer to an Affiliate, as hereafter defined); if a transfer to an Affiliate, a description of the transferee's affiliation with Licensee; and, if applicable, the transferee's net worth, including reasonable evidence thereof. Each assignee or transferee shall assume and be deemed to have assumed this Agreement and shall be and remain liable jointly and severally with Licensee for the payment of all amounts due hereunder, and for the due performance of all the covenants and conditions herein set forth herein to be performed by Licensee. No assignment or transfer shall be effective or binding on District unless the assignee or transferee shall, concurrently, deliver to District a recordable instrument which contains a covenant of assumption by said assignee or transferee; provided that a failure or refusal to so execute said instrument shall not release or discharge the assignee or transferee from its liability aforesaid. As used in this Agreement, an "Affiliate" of a person or entity shall mean a person or entity controlling, controlled by or under common control with that person or entity. "Control" shall mean the power directly or indirectly, by contract, ownership of voting securities, or otherwise, to direct the management and policies of the person or entity.

Should District sell, lease, transfer or otherwise convey all or any part of the Property to any transferee other than Licensee, then such transfer shall be subject to this Agreement and all of Licensee's rights hereunder. Licensee shall not be responsible for any failure to make payments under this Agreement to such transferee until Licensee receives the following documents,:

- i. Copy of deed, bill of sale, or other agreement evidencing transfer of the Property or District's rights hereunder;
- ii. Full contact information for the new licensor, including phone number(s); and
- iii. W-9 and AT&T payment processing form, in the form attached as Exhibit F hereto, for the new licensor.

19. Notices and Other Communications.

All notices hereunder must be in writing and shall be delivered by hand, by nationally recognized overnight courier service, or by U.S. registered or certified mail, return receipt requested, postage prepaid, to the addressees set forth below:

Licensee: New Cingular Wireless PCS, LLC

Attn: Network Real Estate Administration

Re: Cell Site #: WA6697

Cell Site Name: Military Road (WA)

575 Morosgo Drive NE Atlanta, GA 30324

With a copy to: New Cingular Wireless PCS, LLC

Attn: Legal Department Re: Cell Site #: WA 6697

Cell Site Name: Military Road (WA)

208 S. Akard St.

Dallas, TX 75202-4206

District: Highline Water District

Attn: General Manager 23828 – 30th Ave. S. Kent. WA 98032

Any notice or other communication shall be deemed effectively given and received (a) on the date of delivery, if delivered by hand, (b) on the date of delivery, if delivered by nationally recognized overnight courier service, or (c) on the third business day following deposit in the U.S. Mail, if delivered by U.S. Mail. Either Party may change its address for notices upon thirty (30) days' prior written notice to the other as provided herein.

20. Hazardous Substances.

Licensee agrees that it will not use, generate, store or dispose of any Hazardous Substances on, under, about or within the Property in violation of any law or regulation. Notwithstanding any provision of this Agreement to the contrary, Licensee agrees to take any required remedial action and to defend, indemnify, and hold harmless District and its elected and appointed officials, employees

and agents against any and all losses, liabilities, claims, and/or costs (including reasonable attorney's fees and costs) arising from any breach by Licensee of any representation, warranty, or agreement contained in this Section. As used in this Section, the term "Hazardous Substance" shall mean any pollutant, contaminant, hazardous, toxic, or dangerous waste, chemical substance or material or any other substance or material regulated pursuant to environmental laws or regulations (either local, state or federal, including but not limited to CERCLA, RCRA, the Washington Model Toxic Control Act and the Washington Hazardous Waste Management Act) including, without limitation, asbestos, petroleum or petroleum byproducts, natural gas, natural gas liquids, liquefied natural gas, synthetic gas, PCBs or any other substance defined under law as a "hazardous waste," "dangerous waste," "extremely hazardous waste," "hazardous material," "toxic substance," or "toxic chemical." Licensee agrees that it will be responsible for compliance with any and all applicable governmental laws, rules, statutes, regulations, codes, ordinances, or principles of common law regulating or imposing standards of liability or standards of conduct with regard to protection of the environment or worker health and safety, as may now or at any time hereafter be in effect, to the extent the same apply to Licensee's activity conducted in or on the Property.

District represents, to its actual knowledge, that (a) the Property, as of the date of this Agreement, is free of hazardous substances, including asbestos-containing materials and lead paint, in reportable quantities, and (b) the Property has never been subject to any contamination or hazardous materials conditions resulting in any environmental investigation, inquiry or remediation. As used herein, "actual knowledge" means the actual current knowledge of District's general manager, Matt Everett.

21. Engineering Study.

In order to determine whether the design parameters for weight, wind loads, etc. on the Reservoir will be exceeded by placing Licensee's equipment on the Reservoir, Licensee, prior to installation of any equipment on the Reservoir, shall cause an engineering study to be performed and delivered to District, which District shall cause to be reviewed by a third party consultant. Licensee shall pay for any reinforcement of the Reservoir required by placing its equipment on the Reservoir; provided that, in the alternative, Licensee may choose to terminate this Agreement. If in District's sole discretion, reasonably exercised and based upon the study, a determination is made that the Reservoir cannot be reinforced to support Licensee's equipment, then District may terminate this Agreement as provided in Section 9, above.

22. Non-Waiver.

A waiver of any right under this Agreement must be in writing and signed by the waiving party. The waiver by District of the breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of the breach of any other term, covenant, or condition or any subsequent breach of the same term, covenant, or condition. The acceptance of any sum due hereunder by District shall not be deemed to be a waiver of any preceding default by Licensee of any term, covenant, or condition of this Agreement, other than the failure of Licensee to pay the particular sum so accepted, regardless of District's knowledge of such preceding default at the time of the acceptance of such sum.

23. Written Agreement to Govern.

This Agreement is the entire understanding and agreement between the Parties relating to the subjects it covers. The Recitals are a part of this Agreement. Any amendments to this Agreement must be in writing and executed by both Parties.

24. Governing Law, Venue and Attorney's Fees.

This Agreement shall be governed by, and interpreted in accordance with, the laws of the State of Washington. Any action or proceeding arising out of the interpretation or enforcement of any terms, conditions or obligations of this Agreement shall be brought in the King County, Washington Superior Court. The prevailing party in any action or proceeding brought to enforce this Agreement shall be entitled to recover its reasonable attorney's fees, costs, and expenses in connection with such action or proceeding from the other party.

25. Further Assurances.

In addition to the actions specifically mentioned in this Agreement, the Parties shall each do whatever may be reasonably necessary to accomplish the transactions contemplated in this Agreement including, without limitation, execution of all applications, permits, and approvals required of District for work on the Communications Site.

26. Licensee Contact.

Throughout the term hereof, Licensee shall mai	ntain, on a 24-hour basis, a working telephone
number so as to enable District to reach a live contact p	erson responsible for communications
regarding Licensee's maintenance and construction mat	ters on the Reservoir Site (the "Contact
Person"). The communication matters for which such (Contact Person(s) shall be responsible include,
without limitation, those relating to maintenance and of	her work to be performed on the Site, whether
by Licensee or its vendors, contractors or agents. The c	urrent 24-hour telephone number is
, for	Licensee agrees to provide District with
reasonable prior notice of any change in such 24-hour to	elephone number.

27. Survival,

Licensee's obligations and warranties under the terms of this Agreement shall survive the transfer or sale of the Property and the expiration or sooner termination of this Agreement.

28. Severability.

Any provision of this Agreement which shall prove to be invalid, void, or illegal shall in no way affect, impair, or invalidate any other provision hereof, and such other provision shall remain in full force and effect.

29. <u>Interpretation</u>. Unless otherwise specified, the following rules of construction and interpretation apply: (i) captions are for convenience and reference only and in no way define or limit the construction of the terms and conditions hereof; (ii) the use of the term "including" will be interpreted to mean "including but not limited to," (iii) the exhibits are an integral part of this Agreement and are incorporated by reference into this Agreement; (iv) use of the terms "termination"

or "expiration" are interchangeable; (v) reference to a default will take into consideration any applicable notice, grace and cure periods; and (vi) the singular use of words shall include the plural, where appropriate.

- 30. Recording. This Agreement shall not be recorded. At the request of either Party, and at the expense of the requesting Party, the Parties shall execute and record a short form memorandum of agreement in recordable form that identifies the Parties, the commencement and expiration dates of the Agreement, the legal description of the Property, and such other matters as the Parties may agree.
- 31. No Light, Air or View Easement. Licensee has not been granted an easement or other right for light, air or view to or from the Premises, the License Area or the Property. Any diminution or obstruction of light, air or view by any structure which may be erected on or adjacent to the Reservoir, the Premises or the Property shall not affect this Agreement, the Licensee's obligations hereunder or impose any liability on the District.
- 32. <u>Captions</u>. The captions of this Agreement are provided for convenience only and shall not be used in construing its meaning.
- 33. <u>Time of the Essence</u>. Time is of the essence in the performance of all terms, covenants and conditions in this Agreement.
- 34. Authority. If Licensee is a corporation, partnership or limited liability company, each individual executing this Agreement on Licensee's behalf represents and warrants that he or she is duly authorized to execute and deliver this Agreement on Licensee's and that this Agreement is binding upon Licensee according to its terms. If Licensee is a corporation, each individual executing this Agreement on Licensee's behalf represents and warrants that his or her authorization to execute and deliver this Agreement was in accordance with a duly adopted resolution of Licensee's Board of Directors and Licensee's Bylaws. If Licensee is a limited liability company, each individual executing this Agreement on Licensee's represents and warrants that his or her authorization to execute and deliver this Agreement was in accordance with a duly adopted resolution of Licensee's Members and Operating Agreement. Concurrently with execution of this Agreement, Licensee shall deliver to the District such evidence of authorization as the District may require.

[NEXT PAGE]

35. <u>Counterparts</u>. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, and all of the same, when taken together, shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

"DI	STRICT":
	HLINE WATER DISTRICT, ashington municipal corporation
By:_	
]	Its General Manager
"LI	CENSEE":
	W CINGULAR WIRELESS PCS, LLC, claware limited liability company
Ву:	AT&T Mobility Corporation,
	a Delaware corporation Its Manager
	J
	By:
	Print Name:
	Ite:

STATE OF WASHINGTON)	
COUNTY OF KING)ss.)	
person who appeared before me, a oath stated that he was authorized Manager of HIGHLINE WATER	have satisfactory evidence that and said person acknowledged that he signed this instrument, of to execute this instrument and acknowledged it as the Genera DISTRICT, a Washington special purpose municipal corporal such party for the uses and purposes mentioned in the instrum	l tion,
DATED:		
	(Print name) NOTARY PUBLIC in and for the State of Washington, residing at	
	My appointment expires:	
STATE OF)	
COUNTY OF)ss. .)	
person who appeared before me, a oath stated that s/he was authorize, of	nd said person acknowledged that s/he signed this instrument d to execute this instrument and acknowledged it as the	
	c, a Delaware limited liability company, to be the free and uses and purposes mentioned in the instrument.	
DATED:		
	(Print name) NOTARY PUBLIC in and for the State of, residing at	
	My appointment expires:	

EXHIBIT A

LEGAL DESCRIPTION OF REAL PROPERTY

THE NORTH 396 FEET OF THE WEST ¾ OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 9, TOWNSHIP 22 NORTH, RANGE 4 EAST, W.M., IN KING COUNTY, WASHINGTON;

EXCEPT THE EAST 7.25 FEET OF THE NORTH 246.50 FEET OF SAID WEST 3/4;

AND EXCEPT ANY PORTION LYING WITHIN PRIMARY STATE HIGHWAY NO. 1 (INTERSTATE 5);

TOGETHER WITH AN EASEMENT OVER THE WEST 30 FEET OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 9.

Parcel No. 092204-9235-09

EXHIBIT B

SITE PLAN – DEPICTION OF PREMISES









RFDS: V 2.0 DATED: 12/08/16

WA6697 MILITARY ROAD

> 21420 31ST AVE SOUTH **SEATAC, WA 98198** KING COUNTY



	REVISIONS		
REV.	DATE	DESCRIPTION	. Br
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Ţ.,	M/13/17	WELLED FOR 100K CD REVIEW	,PH

TittR TITLE SHEET

SHEET

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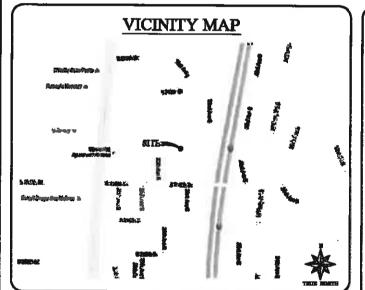
GLOTEL PROJECT #

at&t Mobility

WA6697 MILITARY ROAD

LTE 4C

21420 31ST AVE SOUTH SEATAC. WA 98198



DRIVING DIRECTIONS

FROM ATAIT REGIONAL OFFICE, REDMOND, WAS

TAKE THE INTERSTATE 405 S EXIT TOWARD RENTON MERGE ONTO 1-405 S KEEP LEFT TO STAY ON 1-405 S
TAKE THE INTERSTATE 5 S EXIT TOWARD PORTLAND

TAKE EXIT 151 FOR MELITARY RD TOWARD 5 200TH ST

TURN LETT ONTO MULTARY RD S
TURN RIGHT ONTO S 216TH ST
TURN RIGHT ONTO SOTH AVE S
30TH AVE S TURNS RIGHT AND BECOMES S 212TH ST

TAKE WA-520 W

MERGE ONTO 1-6 S

TURN RIGHT OWER 31ST AVE S DESTINATION WILL BE ON THE LEFT

SITE INFORMATION

PROJECT DESCRIPTION:

ATACT MOBILITY PROPOSES TO MODIFY AN EXISTING UNMANNED TELECOMMUNICATIONS FACILITY BY REMOVING (8) DUSTING PAWEL ANTENNAS (3 PER SECTOR), (6) EXISTING RRH UNITS (2 PER SECTOR), (3) DESTING DISTRIBUTION UNITS (1 PER SECTOR) FROM EXISTING LOCATION ON 250,000 GALLON WATER TANK'S HANDRAIL AND PROPOSES TO INSTALL (9) NEW PANEL ANTENNAS (3 PER SECTOR), (6) NEW RRH UNITS (2 PER SECTOR), (3) NEW DISTRIBUTION UNITS (1 PER SECTOR) ON AN UNMANNED TELECOMMUNICATIONS FACILITY, (1 MILLION GALLON WATER TANK'S HANDRAIL), ATACT ALSO PROPOSES TO ADD (3) NEW RRH UNITS (1 PER SECTOR) ON NEW H-FRAME, ADD NEW LITE EQUIPMENT WITHIN AN EXISTING EQUIPMENT AREA AT GRADE.

UNMARKED TELECOMMUNICATIONS FACILITY

CODE INFORMATION:

ZONING CLASSIFICATION: UL, 7200 BUILDING CODE: 2015 IBC CONSTRUCTION TYPE: OCCUPANCY: U, S-2 JURISDICTION: CITY OF SEATAC PROPOSED BUILDING USE:

SITE LOCATION:

LATITUDE: 47'24'33.6"N (47,4095333") LONGITUDE-1221738.1W (-122.2939167°) TOP OF STRUCTURE (AGL): 102'-10" BASE OF STRUCTURE (AMSL): 485.0'±

PARCEL NUMBER(S):

GÉNERAL INFORMATION:

1. PARKING REQUIREMENTS ARE EINCHANGED

LEGAL DESCRIPTION

4.6 M 0.2 M 3.2 M 11.6 M

0.3 M2 3.0 M

0.2 Mg

0.2 14 318 FT

0.1 MI

N 396 FT OF W THREE-QUARTERS OF SE DTR SE DTR SE DTR STR 09-22-04 LYING WLY OF PRIMARY STATE HIGHWAY NO 1 AS CONVEYED TO STATE OF WASHINGTON UNDER RECORDING NO 5373956; EXC E 7.35 FT OF N 248.50 FT; TOW PORTION OF E HALF E HALF SE DTR SE DTR NE DTR STR 09-22-04 LYING WLY OF PRIMARY STATE HIGHWAY NO 1 AS CONVEYED TO STATE OF WASHINGTON UNDER RECORDING NO 5373956; EXC PORTION THEREOF CONVEYED TO STATE OF WASHINGTON BY DEED UNDER RECORDING NO 20070104000117

PROJECT CONTACTS

APPLICANT:

NEW CINGULAR WIRELESS PCS, LLC (ATACT) 16221 NE 72ND WAY, RTC 3 P.O. BOX 97061 REDMOND, WA 98052

PROJECT ENGINEER:

GLOTEL, INC 15375 SE 30TH PL, SUITE 180 BELLEVUE, WA 98007 CONTACT: RYAN MCDANIEL, P.E.

PROJECT MANAGER:

MASTEC NETWORK SOLUTIONS CONTACT: DANIEL KELLY PHONE: (253) 579-3503

A&E MANAGER:

MASTEC NETWORK SOLUTIONS CONTACT: DANIEL KELLY PHONE: (253) 579-3503

PROPERTY OWNER:

HIGHRINE WATER DISTRICT 23828 30TH AVE S KENT, WA 98032

TOWER OWNER:

HIGHLINE WATER DISTRICT 23828 30TH AVE S KENT, WA 98032

SITE ACQUISITION:

PERMITTING:

MASTEC NETWORK SOLUTIONS CONTACT: GERAN HASHMI PHONE: (206) 372-1850

CONSTRUCTION MANAGER:

MASTEC NETWORK SOLUTIONS CONTACT: RON EVENSON

100% 4C CONSTRUCTION **DRAWING**

DRAWING INDEX

TITLE SHEET G-1 GENERAL NOTES 4-1 SITE PLAN

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PROPOSED NORTH ELEVATION EQUIPMENT DETAILS A-10 ANTENNA & EQUIPMENT DETAILS

EXISTING ANTENNA CONFIGURATION RF-2 PROPOSED ANTENNA CONFIGURATION

STRUCTURAL DETAILS

E-1 GROUNDING SCHEMATIC E-2 GROUND DETAILS 5-1 STRUCTURAL MOTES S-2 STRUCTURAL PLAN

DO NOT SCALE DRAWINGS. WRITTEN DIMENSIONS TAKE PRECEDENCE OVER SCALES SHOWN ON PLANS. CONTRACTOR MUST VERIFY ALL DIMENSIONS. AND ADVISE ENGINEER AND CARRIER OF ANY ERRORS OR DMISSIONS.

APPROVAL/SIGN OFF CONSULTANT GROUP SIGN OFF DATE AT&T SIGN OFF DATE SIGNATURE ONSTRUCTION MANAGER RF ENGINEER ANDLORD'S REPRESENTATIVE INTERCONNECT PROJECT MANAGER OPERATIONS SITE ACQUISITION COMPLIANCE CONSTRUCTION MANAGER PROJECT MANAGER REVIEWERS SHALL CLEARLY PLACE INITIALS ADJACENT TO EACH REDLINE NOTE AS DRAWINGS ARE BEING REVIEWED

35568

LIMITS OF LIABILITY:

CLOTEL HAS MADE EVERY EFFORT TO CREATE COMPLETE AND ACCURATE CONTRACT DOCUMENTS WITH THE SEST INFORMATION AWARDLE AT THE TIME OF THEIR COMPLETION, CONTRACTORS ARE CASTIONED THAT MINOR OMESSANS OR ERRORS IN THE CONTRACT DOCUMENTS MAY OCCUR AND SHALL NOT EXCLUSE THE CONTRACTOR FROM COMPLETING THE PROJECT AND DEPROVEMENTS IN ACCORDANCE WITH THE INTENT OF THE DOCLMENTS. REFERENCE ADMINISTRATIVE REQUIREMENTS.

CONTRACT DOCUMENTS:

- THE CONTRACT DOCUMENTS INCLUDE THE AGENCY APPROVED PROJECT SPECIFICATIONS, PLANS, AND THEIR LATEST REVISIONS, ADDENDA, AND ELARSTICATIONS. THE CONTRACT DOCUMENTS MAY ALSO INCLUDE METMORIC CARRIER STANDARDS FOR INSTALLATION OF TELECOMMUNICATIONS EQUIPMENT.
- THE CONTRACTOR SHALL KEEP A MINIMUM OF ONE SET OF CONTRACT DOCUMENTS ON FILE IN THE PROJECT DFFICE AT THE JOB SITE. COPIES OF THE PROJECT DOCUMENTS USED BY SITE STAFF SHALL BE UP TO DATE WITH THE PROJECT OFFICE COPY.
- 3. THE CONTRACTOR SHALL NOTIFY THE PROJECT TEAM OF ANY ERRORS, OMISSIONS, AND INCONSISTENCES FOUND IN THE CONTRACT DOCUMENTS. THE NOTIFICATION SHALL BE GIVEN BOTH VERBALLY AND IN WRITING WITHIN 24 HOURS OF DISCOVERY.
- 4. IF AN ERROR OR OMISSION IN THE PROJECT DOCUMENTS REQUIRES RECTIFICATION, THE CONTRACTOR SHALL SUBMIT A PROPOSAL TO THE PROJECT TEAM TO RECTIFY THE ISSUE. THE PROPOSAL MUST BE APPROVED PRIOR TO WORK.
- THE CONTRACT DRAWINGS ARE PREPARED TO SCALE WITH THE BEST KNOWLEDGE OF THE SITE OVEN TO GLOTEL. WHERE DIMENSIONS ARE NOT SHOWN IN THE DRAWINGS, THE CONTRACTOR SHOULD CLARIFY WITH THE PROJECT TEAM WHEN THE INFORMATION IS CRITICAL TO PROPER INSTALLATION.
- 6. THE CONTRACTOR SHALL DOCUMENT ALL CHANGES AND SUBSTITUTIONS ON THE PROJECT OFFICE COPY OF THE CONTRACT DOCUMENTS.
- 7. WHEN FABRICATION OF STRUCTURAL ITEMS ARE REQUIRED, IT MAY BE NECESSARY TO SUBMIT SHOP DRAWINGS FOR REVIEW BY GLOTEL. SEE STRUCTURAL NOTES.
- B. DEFERRED SUBMITIALS ARE RECHARED FOR MATERIALS TO BE PROVIDED BY THE CONTRACTOR. WHERE MATERIALS IN THE PLANS ARE DESIGNATED AS PROVIDED BY CONTRACTOR, THE CONTRACTOR SHALL SUBMIT THE PREFERRED MATERIAL TO THE PROJECT TEAM FOR REVIEW AND APPROVAL PRIOR TO WORK.

ADMINISTRATIVE REQUIREMENTS:

- THE CONTRACTOR IS RESPONSIBLE FOR DETAINING ALL PERMITS
 REQUIRED (INCLUDING FEES) TO COMPLETE THE WORK DESCRIBED BY
 THE CONSTRUCTION DOCUMENTS.
- PRIOR TO BIDDING, THE CONTRACTOR IS RESPONSIBLE FOR REVIEW OF THE PROJECT SITE AND CONTRACT DOCUMENTS TO UNDERSTAND THE DESIGN AND CONDITIONS AFFECTING THE WORK TO BE PERFORMED. ANY ERRORS, OMISSIONS, AND DECREPANCES MUST BE SUBMITTED TO THE PROJECT TEAM VERSALLY AND IN WRITING.
- 3. THE CONTRACTOR SHALL PROVIDE A WARRANTY FOR WORK FOR A PERIOD OF ONE YEAR. THE CONTRACTOR SHALL BE RESPONSIBLE FOR AND SHALL REMEDY ALL FAULTY, RIFERIOR, AND/OR IMPROPER MATERIAS, DAMAGED GOODS, AND/OR FALLY WORKMANSHP, ALL ROOFING AND WATERPROPERING MUST BE WARRANTED FOR A PERIOD OF TWO YEARS. THE PERIOD BEGINS AT SUBSTANTIAL COMPLETION OF THE PROJECT.
- 4. THE CONTRACTOR SHALL PROVIDE A COPY OF LICENSE AND INSURANCE TO THE TELECOMMUNICATIONS CARRIER.

SITE SAFETY:

- THE CONTRACTOR SHALL PROVIDE OSHA COMPLIANT PROTECTION FOR THE SAFETY OF THE SITE STAFF AT ALL TIMES DURING THE CONSTRUCTION OF THE PROJECT.
- CONTRACTOR SHALL KEEP GENERAL WORK AREA CLEAN AND HAZARD FREE DURING CONSTRUCTION, SITE SHALL BE LEFT IN CLEAN CONSTRUCTION AND FREE FROM DIRT AND DEBRIS, SURFACES SHALL BE DLEANED OF GREASE, PAINT, OR OTHER MATERIALS NOT SPECIFIED IN THE CONSTRUCTION DOCUMENTS.
- 3. THE CONTRACTOR IS TO PROVIDE PROTECTION FOR ADJOINING PROPERTIES FROM PHYSICAL HARA, NOISE, DUST, DIRT, AND FIRE AS REQUIRED BY THE COVERNING ASENCIES. THE CONTRACTOR IS RESPONSIBLE FOR REPAIR OF MY DAMAGE.
- THE CONTRACTOR IS RESPONSIBLE FOR THE SECURITY OF THE PROJECT SITE AREA.
- WHERE WORK REQUIRES OPEN HAZARDS TO SITE STAFF, THE HAZARD SHALL BE TEMPORARLY MITIGATED TO OSHA STANDARD UNTIL THE HAZARD IS CLOSED.
- 8. SEE STRUCTURAL NOTES.

UTILITY REQUIREMENTS:

- THE CONTRACTOR IS RESPONSIBLE FOR COORDINATING WITH UTILITY AGENCIES PRIOR TO WORK WITH UTILITIES.
- 2. CONTRACTOR TO LOCATE ALL UTILITIES PRIOR TO WORK,
- CONTRACTOR TO PROTECT, REPLACE AND/OR REPOUTE ANY EXISTING UTILITIES ENCOUNTERED DURING THE COURSE OF WORK,

SPECIAL CONSIDERATIONS FOR WEATHERPROOFING:

- ALL PENETRATIONS TO EXISTING STRUCTURES MUST BE SEALED WITH APPROVED WEATHERPROOFING. IF WEATHERPROOFING IS OMITTED, CONTACT THE PROJECT TEAM FOR CLARIFICATION OR PROVIDE A WEATHERPROOFING PROPOSAL FOR APPROVAL.
- CONTRACTOR SHALL COORDINATE WITH OWNER AND THE EXISTING ROOFING CONTRACTOR OF RECORD FOR ANY AUGMENTATION TO THE ROOF MEMBRANE, AND HAVING THE WORK CUARANTEED UNDER THE ROOFING CONTRACTOR'S EXISTING WARRANTY.

WORK REQUIREMENTS:

- ALL WORK MUST BE PERFORMED DURING THE OWNERS PREFERRED HOURS.
- THE CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR ALL CONSTRUCTION MEANS, METHODS, TECHNIQUES, SEQUENCES, AND PROCEDURES FOR COORDINATING ALL PORTIONS OF THE WORK UNDER THE CONTRACT.
- ALL WORK PERFORMED ON THE PROJECT SHALL BE IN ACCORDANCE WITH ALL APPLICABLE CODES AND STANDARDS. SEE STRUCTURAL NOTES.
- 4. IF INSPECTION OF WORK IS REQUIRED, THE CONTRACTOR SHALL NOTIFY THE INSPECTION ENTITY 24 HOURS IN ADVANCE OF THE WORK TO BE PERFORMED.
- 5. THE CONTRACTOR IS RESPONSIBLE FOR COORDINATING WITH UTILITY AGENCIES PRIOR TO WORK WITH UTILITIES, REFERENCE UTILITIES
- 6. THE CONTRACTOR SHALL COORDINATE ON-SITE STORAGE WITH OWNER IN ADVANCE OF WORK, PERMITS MAY BE REQUIRED FOR STORAGE ON PUBLIC RIGHT OF WAY.
- 7. ALL NEW CONSTRUCTION SHALL MATCH EXISTING CONSTRUCTION IN FORM, TEXTURE, FINISH, AND IN MATERIALS EXCEPT AS NOTED IN THE CONSTRUCTION DOCUMENTS.
- THE CONTRACTOR SHALL MAKE EVERY EFFORT TO PROTECT EXISTING WORK FROM DAMAGE DURING THE COURSE OF WORK FOR THIS PROJECT.
- THE CONTRACTOR SHALL PROVIDE WORK WHICH IS LEVEL, PLUMB, AND WITHIN TOLERANCES SPECIFIED BY CODES AND STANDARDS INCLUDED IN THE STRUCTURAL NOTES.
- 10. THE CONTRACTOR SHALL INSTALL ALL EQUIPMENT AND MATERIALS ACCORDING TO MANUFACTURER'S SPECIFICATIONS UNLESS NOTED OTHERWISE OR WHERE LOCAL CODES OR ORDINANCES TAKE PRECEDENCE.
- 11. ANY SUBSTITUTIONS OF MATERIALS MUST BE APPROVED BY THE PROJECT TEAM IN WRITING.
- 12. THE CONTRACTOR SHALL SUPPLY ALL MATERIALS INCIDENTAL TO THE WORK DESCRIBED BY THE CONTRACT DOCUMENTS.
- 13. THE CONTRACTOR MUST RESTORE ALL PORTIONS OF THE PROJECT SITE TO IT'S PRE-WORK CONDITION. WHERE THE WORK PERFORMED DOES NOT ALLOW FOR PRE-WORK RESTORATION, WORK AREAS MUST BE REPAIRED OR REPLACED TO MATCH EXISTING FINISH AND SITE GRADING.
- 14. THE CONTRACTOR IS RESPONSIBLE FOR ALL DISPOSAL OF DEBRIS AND TIEMS WHICH ARE SPECIFIED TO BE REMOVED IN THE COURSE OF WORK.

CAST-IN PLACE CONCRETE:

- ALL CONCRETE DESIGN DESCRIBED BY THIS SET OF DRAWINGS PS BASED ON ACI 318
- ALL STRUCTURAL CONCRETE SHALL HAVE A MINIMUM 26-DAY COMPRESSIVE STRENGTH OF 4,000 PSIL UNLESS SPECIFIED OTHERWISE.
- 3. EACH CONCRETE MIX DESIGN SHALL HAVE A CYLINDER TEST HISTORY OF 60 DAYS MINIMUM, TESTED IN ACCORDANCE WITH ASTM CSQ. TESTED BY AN ACI CERTIFIED STREMENT BESTING TECHNICAM, AND THE STREMENTH STATISTICALLY DETERMINED BY ACCORDANCE WITH ACI 318. EACH MAX DESIGN USED DI SITE SHALL BE SUBMITTED TO, AND RESERVED BY THE PROJECT TEAM BEFORE THE CONCRETE IS PLACED ON SITE
- 4. RAW MATERIALS, MANUFACTURE, AND DELIVERY TO THE FORLIWORK SHALL BE IN ACCORDANCE WITH ASTM CO4 AND ACI 318.
- 5. EMBEDDED ITEMS ARE TO BE SECURELY FASTEMED SO THAT THEY DO MOT MOVE DURING PLACEMENT OF THE CONCRETE. REFERENCE THE REPROPORCING STEEL SECTION.
- 6. TWO CYLINDERS SHALL BE TAKEN FOR EACH LOAD DELINERED TO THE FORWINGER. SAMPLES ARE TO BE TAKEN FROM THE CONCRETE AS IT IS PLACED IN THE FORWINGER IN ACCORDANCE WITH ASTIM C172. CYLINDERS ARE TESTED FOR ASTIM C39 AND TESTED BY AN ACCORDITION OF THE PER ASTIM C39 AND TESTED BY AN ACCORDITION OF THE PER AMPLES ARE TO BE TESTED FOR AN CONTENT AND WATER CEMENT RATIO. ALL TEST RESULTS ARE SUBMITTED TO THE PROJECT TEAM WITHIN ONE MONTH OF PLACING THE CONCRETE ON SITE.
- 7. WHEN AMBIENT TEMPERATURES FALL BELOW 55 DEGREES FAHREAMENT, THE CONTRACTOR SHALL FOLLOW QUIDELINES DESCRIBED IN ACI 306, WHEN AMBIENT TEMPERATURES RISE ABOVE 80 DEGREES FARREAMENT, THE CONTRACTOR SHALL FOLLOW QUIDELINES DESCRIBED IN ACI 305. THE CONCRETE SHALL BE PROTECTED FROM FREEZING OR FROM EXCESSIVE HEAT WITH TENTS OR BLANKETS TO PROVIDE FOR HEAT OR MOSTURE LOSS.
- 8. ALL CONCRETE SHALL BE PLACED AS CLOSE TO PRACTICAL TO THE FINAL DESTINATION IN THE FORM. CONCRETE SHALL NOT BE PLACE FROM A MEIGHT GREATER THAN 6 FEET FROM THE POINT OF DISTRIBUTED.
- 9. VIBRATION SHALL BE USED TO CONSOLIDATE CONVENTIONAL CONCRETE, EXTERNAL STRICER VIBRATORS SHALL BE INSERTED VERTICALLY INTO FORMS EVERY 38 INCHES MAXILUM AND FOR EACH LEFT, STRICER VIBRATORS SHALL BE INSERTED TO A VERTICAL DEPTH OF 12 INCHES INTO PREPADUS LIFTS TO ENSUIRE CONSOLIDATION. FOLLOW GLIDELINES USED IN ACI 309R.
- 10. REPAIRS FOR MINOR DEFECTS MAY BE ADMINISTERED BY AN EXPERIENCED CRAFTSMAN WITHOUT AN APPROVED PROCEDURE. A MINOR DEFECT INCLUDES BUG HOLES, HONDEYCOMBING, CHIPS, AND SPALLS THAT DO NOT EXCEED 1/4 INCH OF DEPTH INTO THE FACE DF THE CONDRETE. MAJOR REPAIRS EXTENDING BEYOND 1/8 INCH OF DEPTH AND UP TO THE REINFORCING MAY BE REPAIRED WITH AN APPROVED REPAIR PROCEDURES. MAY BE SUBMITTED TO THE PROJECT TEAM FOR APPROVAL IN ADVANCE OF FIELD WORK. DAMAGE EXTENDING BEYOND STEEL REINFORCING REDURES AS A RETROPT DESIGN OR IS REJECTED.
- 11. SEE ARCHITECTURAL NOTES FOR CONCRETE FINISH REQUIREMENTS

ABBREVIATIONS:

A/C	AIR CONDITIONING	MAX	MASCINICINA
AG:	ABOVE GROUND LEVEL	MECH	MECHANICAL
AMS:	ABOVE MEAN SEA LEVEL	MTL	METAL
APPROX	APPROXIMATELY	MFR	MANUFACTURE
AWG	AMERICAN WIRE GAGE	MGR	MANAGER
7010	SAMPLE ALENE PARTY	MIN	
BOW	BARE COPPER WIRE	MISC	MINIMUM
BLDG	SUIT DONG	MISC	MISCELLANEOUS
B: K	BLOCKING		
DLA	OLUANIA S	NA	NOT APPLICABLE
CLR	CLEAR	NCC	MOT IN CONTRACT
COAX	COAXIAL CARLE	NTS	NOT TO SCALE
CONC	CONCRETE		
CONST		QC	ON CENTER
	CONSTRUCTION	OD	OUTSIDE DIAMETER
CONT	CONTENUOUS		_
70.13		PLYWD	PLYWOCD
DIA DWG	DIAMETER	PROJ	PROJECT
فالات	DRAWING	PROP	PROPERTY
	direction of	Pī	PRESSURE TREATED
EA	EACH		
ELEV	ELEVATION	REO	REQUIRED
ELEC	ELECTRICAL	RF	RADIO FREQUENCY
EQ	EDUAL	RM	ROOM
EQUIP	EQUIPMENT	RO	ROUGH OPENING
EXT	EXTERIOR	RRH	REMOTE RADIO HEAD
		RRU	REMOTE RADIO UNIT
FIN	FMISH		
FLUOR	FLUORESCENT	SHT	SHEET
FLR	FLOOR	SIM	SMILAR
हा	FOOT	SPEC	SPECIFICATION
FRP	FIBER-REINFORCED	SF	SOUARE FOOT
	POLYMER	55	STAINLESS STEEL
		STL	STEEL
GA	GAUGE	STRUCT	STRUCTURAL
GALV	GALVANIZED	STD	STANDARO
GC	GÉNERAL CONTRACTOR	SUSP	SUSPENDED
GPS	GLOBAL POSITIONING SYSTEM		
GRND	GROUND	THRU	THROUGH
		TMA	TOWER MOUNTED AMPLIFIER
HORZ	HORIZONTAL	TNNG	TIMED
HR	HOUR	TYP	TYPICAL
HT	HEIGHT		
HVAC	HEATING VENTILATION AIR CONDITIONING	LIND	UNLESS NOTED OTHERWISE
			CHILDS HOLDS CHILDWINE
ID	INSIDE DIAMETER	VERT	VERTICAL
1N	INCH	VF	VERIFY IN FIFT D
INFO	INFORMATION		TOTAL METILED
INSUL	INSULATION	W/	WITH
INT	INTERIOR	w/o	WITHOUT
IBC	INTERNATIONAL BUILDING CODE	WP W	
		41	WATER PROOF
LBS	POUNDS		
LMÜ	LOCATION MEASUREMENT UNIT		
LTE	LONG TERM EVOLUTION		

CONCRETE SLABS ON GRADE:

- 1. SLAB-ON-GRADE CONSTRUCTION SHALL BE SUPPORTED ON A 8 INCH LAYER OF CLEAN 3/4 INCH MINUS SUBGRADE COMPACTED TO A DENSITY OF NO LESS THAN 95X OF THE MODIFIED PROCTOR MAXIMUM DRY DENSITY (ASTN D-1357). SUBGRADE SHALL BE SUPPORTED ON UNDSTURBED NATIVE SOIL OR PROPERLY PLACED AND COMPACTED STRUCTURAL FILL.
- 2. INTERIOR SLABS-ON-GRADE SHALL BE CAST OVER A 4 MIL VAPOR BARRIER.
- 3. PROVIDE CONTROL JOINTS IN ALL SLABS ON GRADE. JOINTS ARE TO BE INSTALLED AT 14 TO 18 FEET ON CENTER EACH WAY MAKERUM UNLESS SHOWN OTHERWISE ON THE DRAWNISS. ALL SAW CUT JOINTS IN CONCRETE SLABS ARE TO BE MADE WITH AN EARLY CLIT SAW AS SOON AS POSSIBLE AFTER POURRING BUT NO LATER THAN ONE HOUR AFTER FINISHING.
- PROMDE ISOLATION JOINTS AROUND ALL COLLMINS/SPREAD FOOTINGS.
 JOINTS SHALL BE FORMED BY INSERTING PREFORMED JOINT FILER
 FOR THE FULL DEPTH OF THE SLAB.
- 5. PROTECT CONCRETE FROM DAMAGE OR REDUCED STRENGTH DUE TO COLD OR HOT WEATHER IN ACCORDANCE WITH ACL 305 AND 30S. CONTRACTOR SHALL TAKE SPECIAL CURING PRECAUTIONS TO MINIMIZE SHRINKAGE CRACKING OF CONCRETE SLASS.
- THE CONTRACTOR SHALL TAKE CARE THAT HEAVY EQUIPMENT AND AREAS LISED FOR STAGING DO NOT AND DAMAGE SLABS ON GRADE, DAMAGED SLABS ON SHALL BE REPAIRED OR REPLACED AT NO ADDITIONAL EXPENSE TO THE OWNER.
- CONCRETE SHALL HAVE A MINIMUM 28-DAY COMPRESSIVE STRENGTH OF 2,500 PSI, UNLESS EPECIFIED OTHERWISE.

CONCRETE OR MASONRY ANCHORAGE:

 EXPANSION BOLTS INTO CONCRETE SHALL BE "KWK BOLT TZ" AS MANUFACTURED BY THE HILTI CORP., INSTALLED IN STRICT ACCORDANCE WITH ICC-ES REPORT ESR-1817. SPECIAL INSPECTION IS REGULTED, EXPANSION ANCHORS EXPOSED TO MEATHER SHALL BE STAINLESS STEEL.

REINFORCING STEEL:

- ALL DETAILING, FABRIDATION, AND PLACEMENT OF REINFORCING STEEL SHALL BE IN ACCORDANCE WITH THE ACI MANUAL OF CONCRETE PRACTICE.
- REINFORCING BARS SHALL BE DEFORMED AND CONFORM TO ASTM A615 OR A706, GRADE 60. REINFORCING TIE WIRE MAY BE GRADE 40.
- REINFORCING STEEL SPLICES SHALL BE 40 BAR DIAMETERS OR TWO TRANSVERSE WIRE SPACINGS FOR WIRE MATS.
- MINIMUM CONCRETE PROTECTION FOR REINFORCEMENT SHALL BE IN ACCORDANCE WITH ACI 318.
- NO.5 OR LARGER REINFORCING BARS SHALL NOT BE RE-BENT WITHOUT APPROVAL BY THE STRUCTURAL ENGINEER.
- WELDING OF REBAR IS NOT ALLOWED WITHIN THE MIDDLE THIRD OF THE BAR LENGTH, WELDING OF REBAR IS CONDUCTED IN ACCORDANCE WITH AWS D1.4. USE ONLY ASTM A706 REINFORCING.
- 7. WIRE REINFORCING CONFORMS TO ASTM AB2 OR A185.
- 8. CONCRETE COVER FOR REINFORCING STEEL CONFORMS TO ACI 318.

LEGEND:

SUBJECT SOUNDARY LINE
- RIGHT-OF-WAY CENTERLINE
RIGHT-OF-WAY LINE
- ADJACENT BOUNDARY LINE
SECTIONAL BREAKDOWN LINE
FIRES OFFIC CABLE LINE
OVERHEAD POWER LINE
UCP UCP BURIED POWER LINE
- ars - ars - ars - Buried gas line
OHT OVERBEAD TELEPHONE LINE
UCT UCT UCT BURIED TELEPHONE LINE
—— 50 ——— 50 —— BURIED STORM DRAIN
DITCH LINE/FLOW LINE
VEGETATION LINE
- x - x - x - x - x - CHAIN LINK FENCE

Δ	TRANSFORMER	4	FIRE HYDRANT
×	LIGHT STANDARD	M	GATE VALVE
P	POWER VAULT	•	WATER METER
×	UTILITY BOX	Д	FIRE STAND PIPE
ø	VIILITY POLE		CATCH BASIN, TYPE :
	POLE GUY WIRE	0	CATCH BASIN, TYPE II
101	GAS VALVE	_	SIGN
	GAS METER		BOLLARD
T	TELEPHONE VAULT	-	MAIL BOX
Þ	TELEPHONE_RISER	234.21	SPOT ELEVATION

Know what's below.

CALL AT LEAST TWO WORKING

DAYS BEFORE YOU DIG

CALL before you dig.

© GRID REFERENCE

ELEVATION REFERENCE

DIG ALERT

A REVISION

at&t Mobility

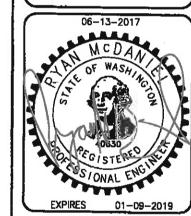




RFDS: V 2.0 DATED: 12/08/16

WA6697 MILITARY ROAD

> 21420 31ST AVE SOUTH SEATAC, WA 98198 KING COUNTY



REVISIONS			
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	10/20/17	ISSUED FOR 100K CD REVEW	-PH
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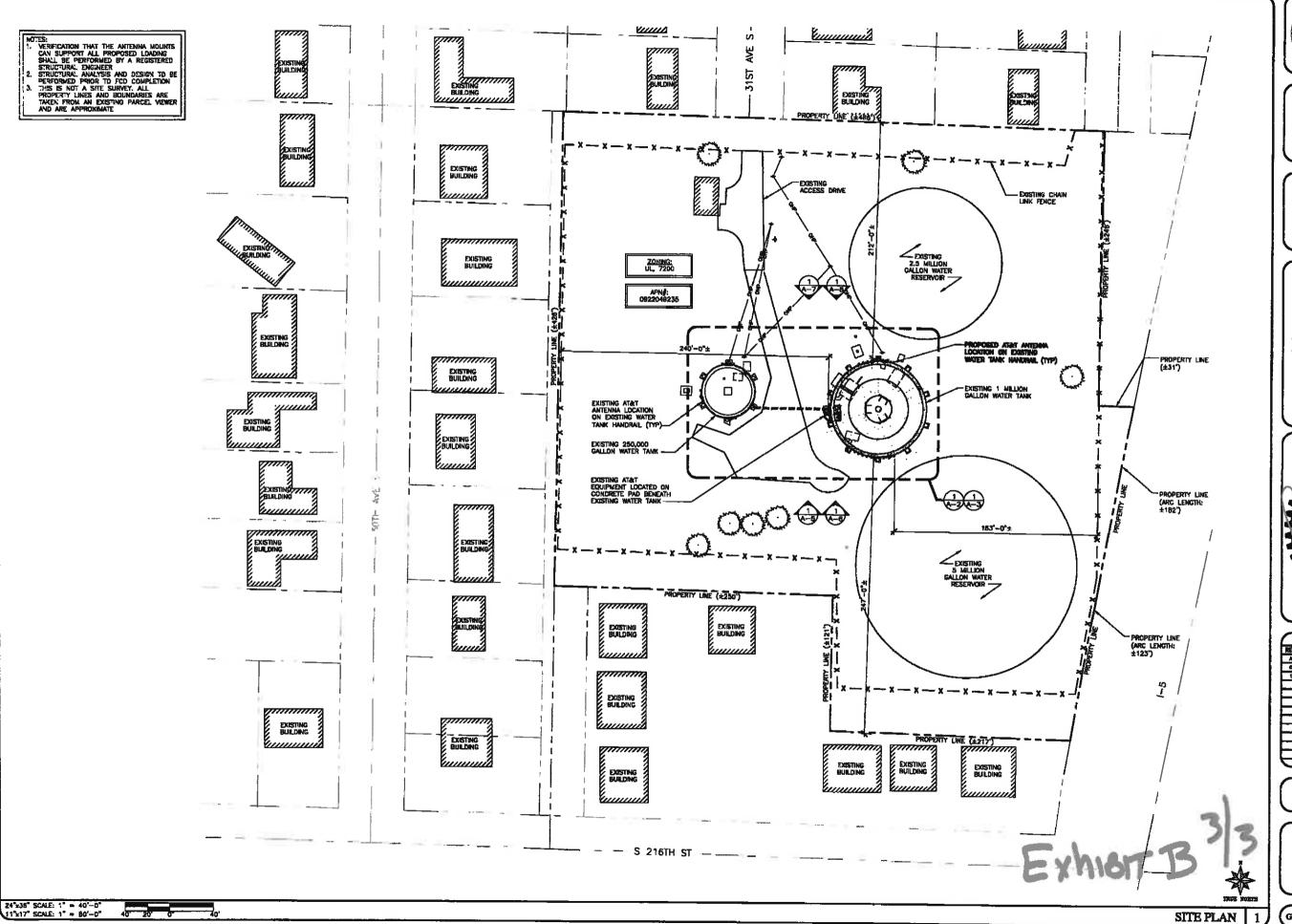
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GLOTEL PROJECT #:

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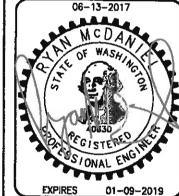




RFDS: V 2.0 DATED: 12/08/16

WA6697 MILITARY ROAD

> 21420 31ST AVE SOUTH SEATAC, WA 98198 KING COUNTY



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٠	92/30/17	MODULED FOR 100K CD REVIEW	JPK	
1	10/13/17	ESBUED FOR 100% CD REVIEW	JH	
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TITLE SITE PLAN

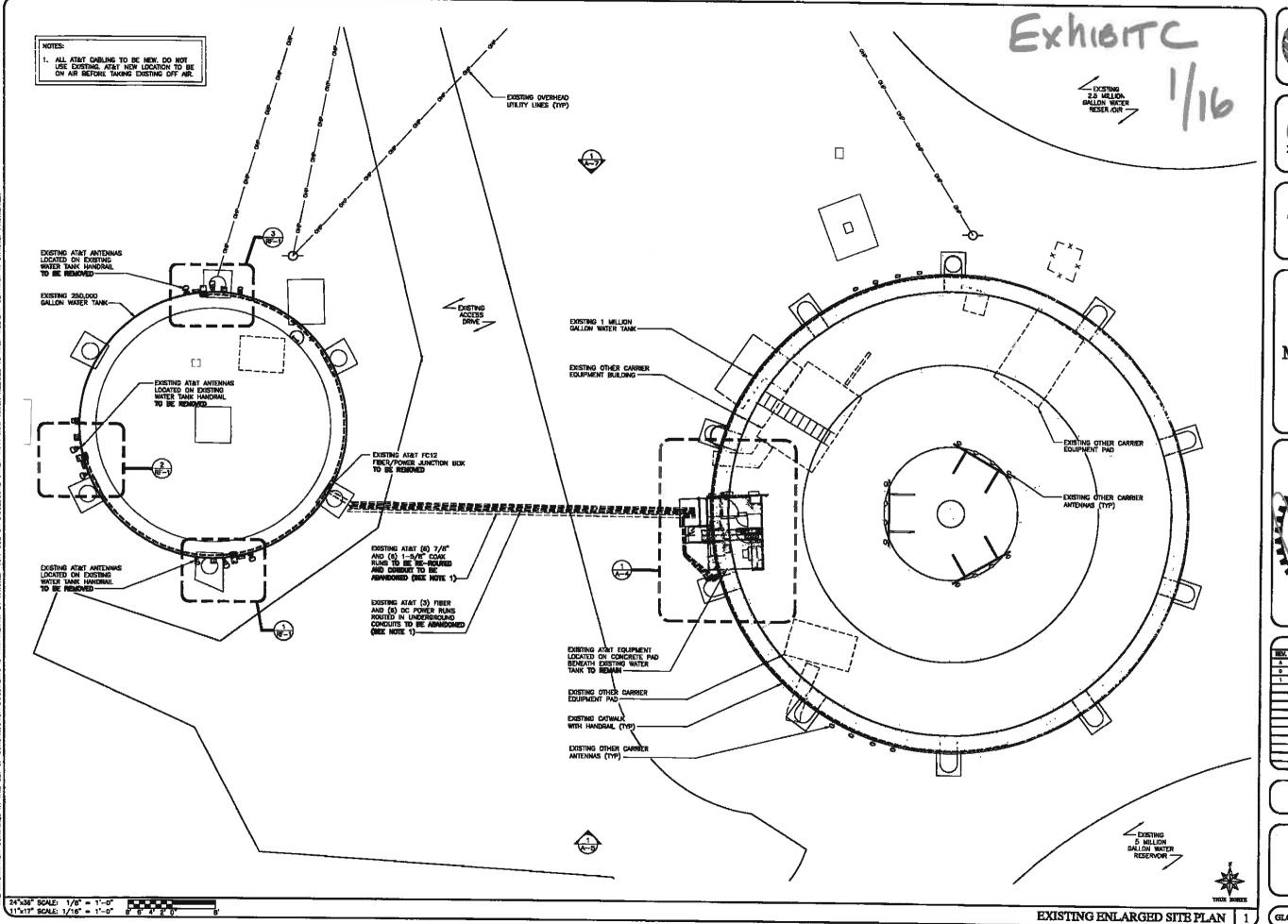
A-1

GLOTEL PROJECT #:

J5568

EXHIBIT C

TOP OF TANK - DEPICTION OF LICENSE AREA





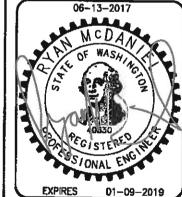




RFDS: V 2.0 DATED: 12/08/16

WA6697 MILITARY ROAD

21420 318T AVE SOUTH SEATAC, WA 98198 KING COUNTY



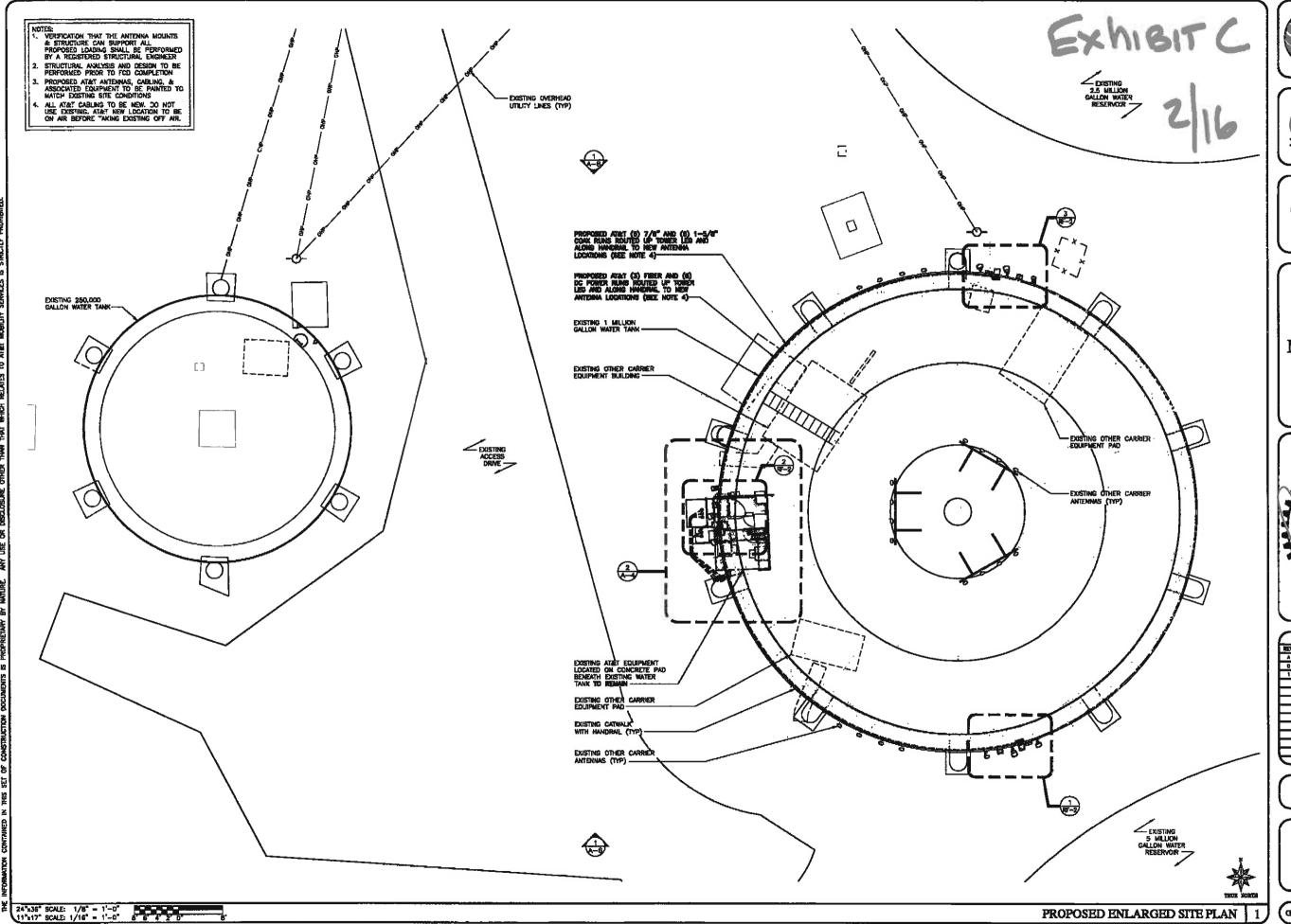
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TITLE EXISTING ENLARGED SITE PLAN

A-2

GLOTEL PROJECT #:

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RFDS: V 2.6 DATED: 12/08/16

WA6697 MILITARY ROAD

> 21420 31ST AVE SOUTH SEATAC, WA 92198 KING COUNTY



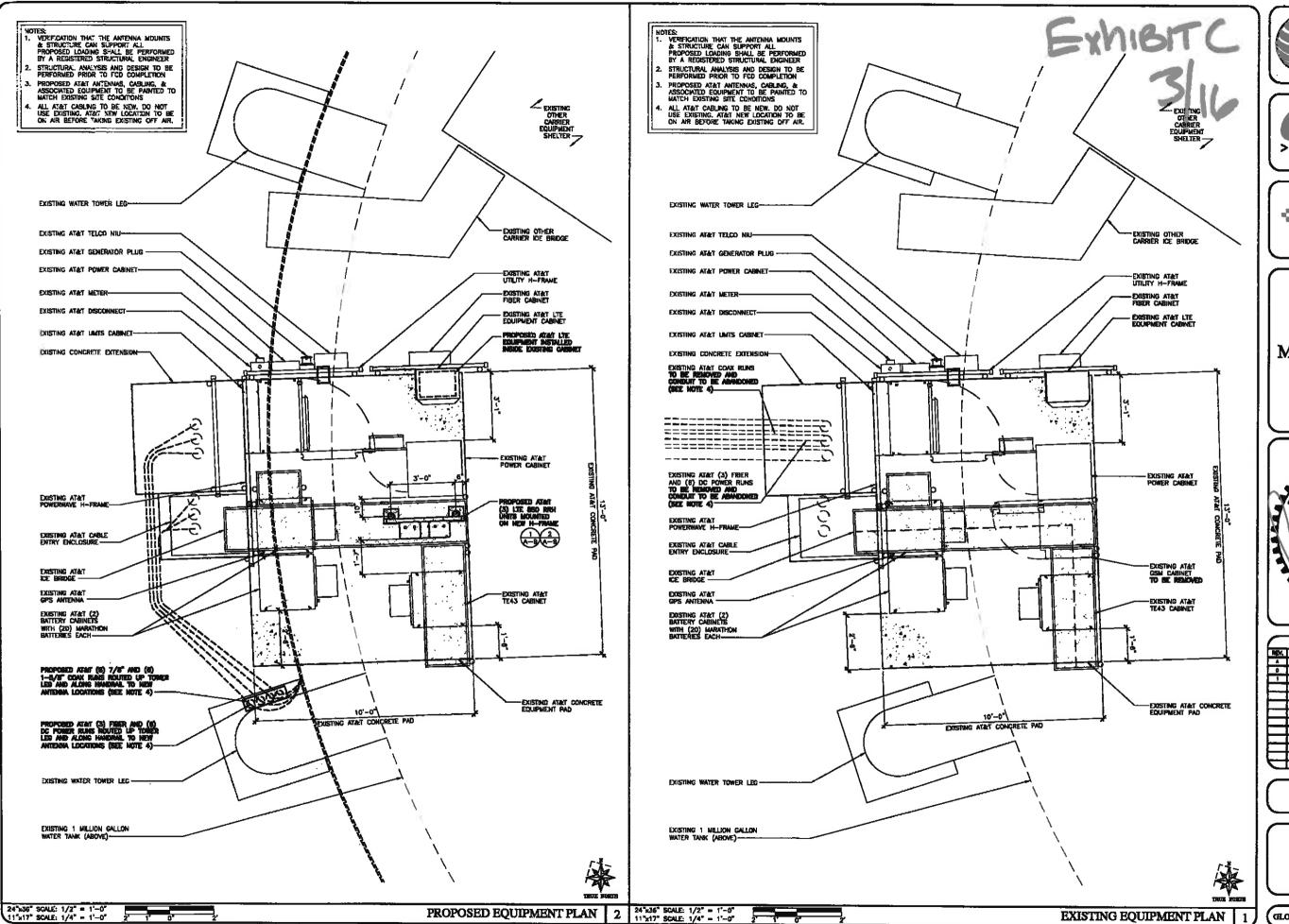
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TITLE
PROPOSED ENLARGED SITE PLAN

A-3

GLOTEL PROJECT #:

J5568









RFDS: V 2.0 DATED: 12/08/16

WA6697 MILITARY ROAD

> 21420 31ST AVE SOUTH SEATAC, WA 98198 KING COUNTY



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TYTLE EXISTING & PROPOSED EQUIPMENT PLAN

A-4

GLOTEL PROJECT #:

15568

NOTES:

ALL AT&T CABLING TO BE NEW, DO NOT USE EXISTING. AT&T NEW LOCATION TO SE ON AIR BEFORE TAKING EXISTING OFF AIR.

EXHIBITC



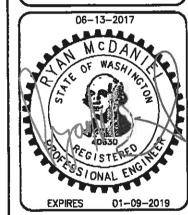




RFDS: V 2.0 DATED: 12/08/16

WA6697 MILITARY ROAD

> 21420 31ST AVE SOUTH SEATAC, WA 98198 KING COUNTY



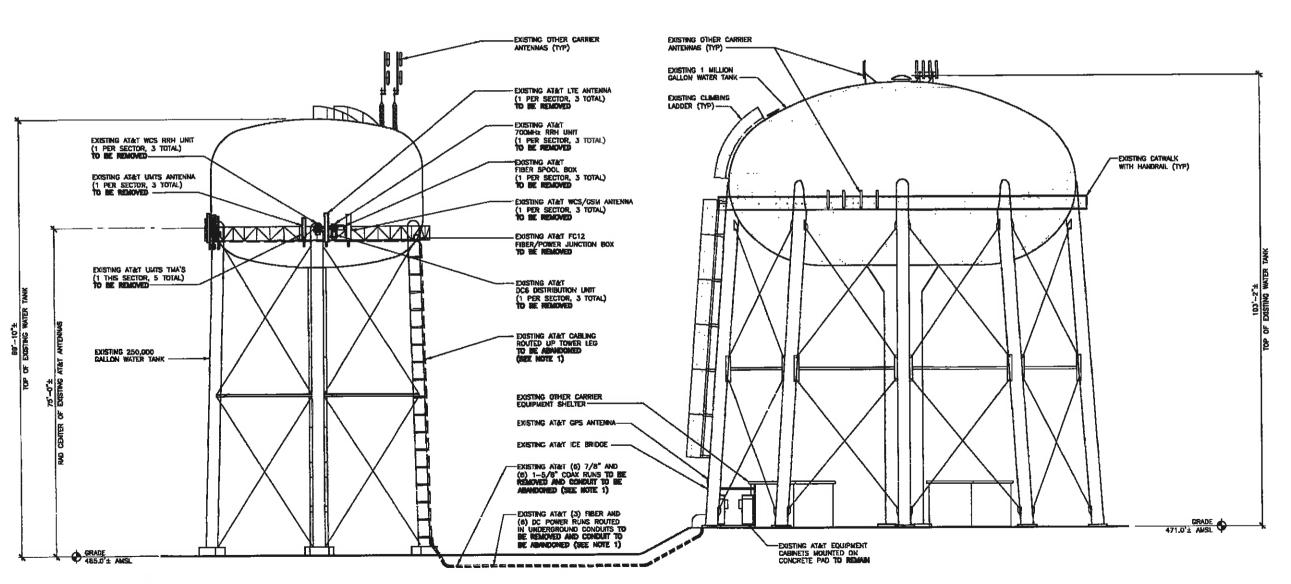
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TITLE EXISTENCE SOUTH SLEVATION

A-5

GLOTEL PROJECT#:

J5568



NOTES:

1. VERIFICATION THAT THE ANTENNA MOUNTS
& STRUCTURE CAN SUPPORT ALL
PROPOSED LOADING SHALL BE PERFORMED
BY A REGISTERED STRUCTURAL ENGINEER

24741 SEAS \$101 4 1451

Exhibit C

-PROPOSED ARKT LIE
ARTENNA (1 PER SECTOR, 2 7
4-104-10

-PROPOSED ATAIT WISE RIGH UNIT (1 PER MECTOR, 3 TOTAL)

-PROPOSED ATAIT UNITS
ANTENNA (1 FER SECTOR, 4-10 4-10

- PROPOSED ATAIT UNITS THA'S 8 (1 THIS SECTOR, 5 TOTAL)

PROPOSED SOUTH ELEVATION 1





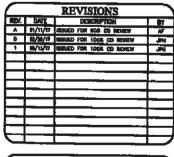


RFDS: V 2.0 DATED: 12/06/16

WA6697 **MILITARY ROAD**

> 21420 31ST AVE SOUTH SEATAC, WA 98198 KING COUNTY



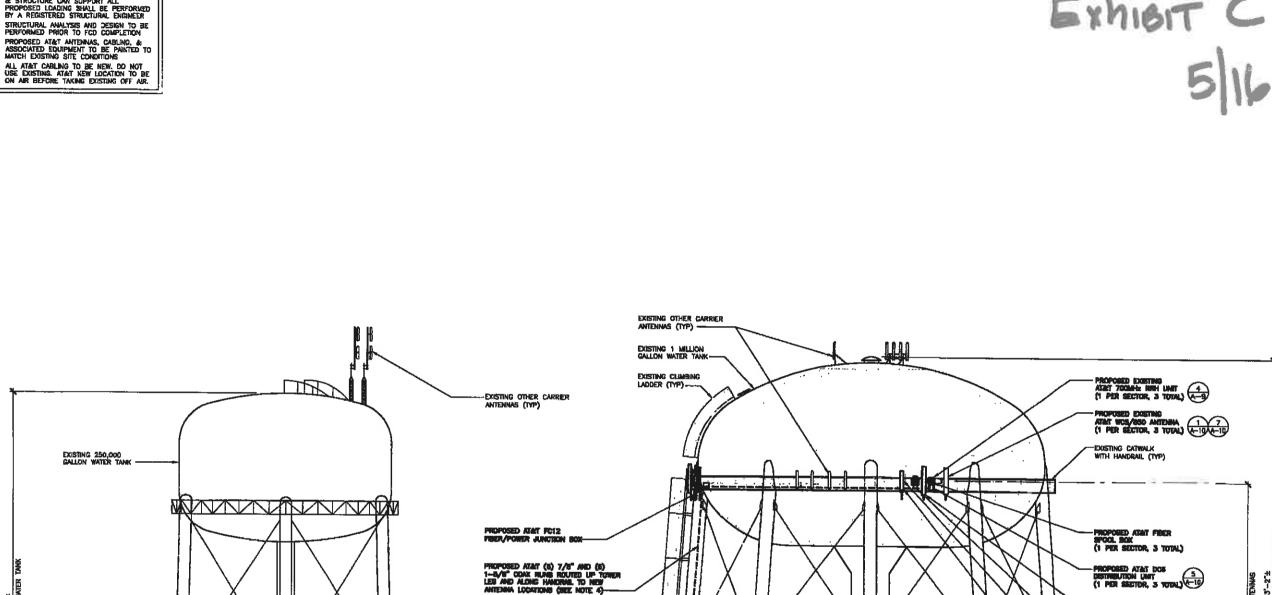


TITLE FROPOSED SERJEH IE RVATION

A-6

GLOTEL PROJECT #:

J5568



-EXISTING AT&T EQUIPMENT Cabinets mounted on Concrete PAD TO REMAIN

PROPOSED ATAIT (3) FIBER AND (8) DC POWER HUNG ROLLED UP TOWER LES AND ALONG HANDRAL TO HEN' MITEMA LOCATIONS (SIEE MOTE 4)—

EXISTING ATACT GPS ANTENNA

EXISTING ATAIT ICE BRIDGE

NOTES:

. ALL AT&T CABLING TO BE NEW, DO NOT USE EXISTING, AT&T NEW LOCATION TO BE ON AIR 8EFORE TAKING EXISTING OFF AIR,

Exhibit C

EXISTING NORTH ELEVATION





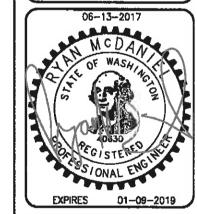


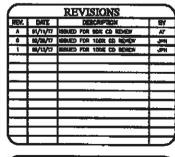


RFDS: V 2.0 DATED: 12/08/16

WA6697 MILITARY ROAD

> 21420 31ST AVE SOUTH SEATAC, WA 98198 KING COU NTY



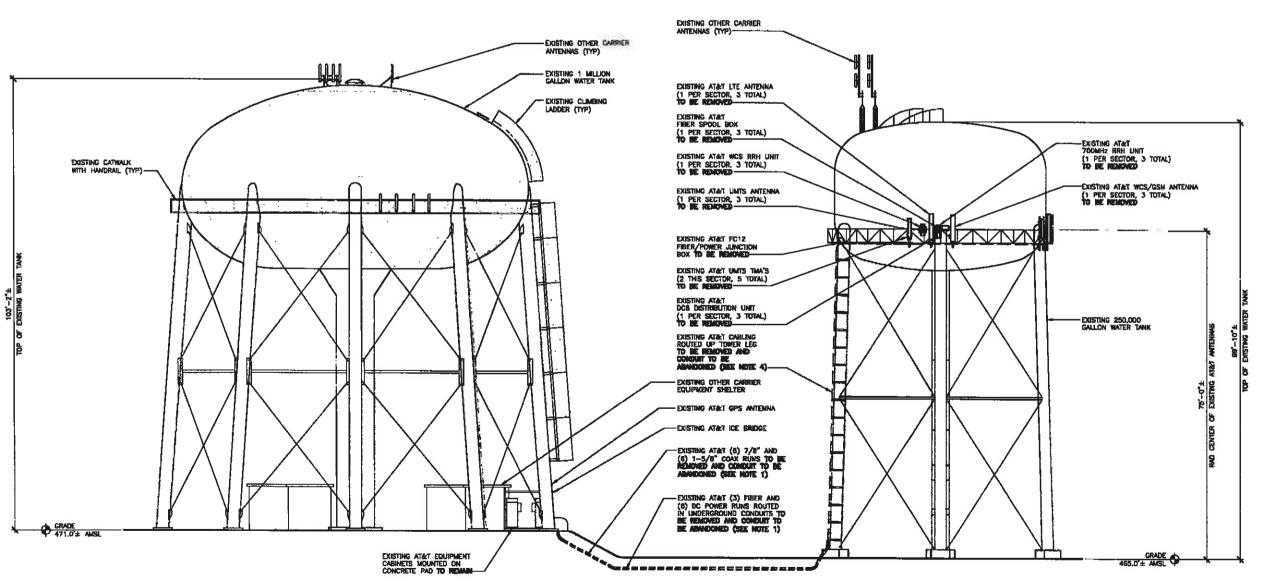


EKSTER MORTHELEVATION

A-7

J5568

GLOTEL PROJECT #:



NOTES:

3. VERIFICATION THAT THE ANTENNA MOUNTS & STRUCTURE CAN SUPPORT ALL PROPOSCO JUDDING SHALL BE PERFORMED BY A REGISTERED STRUCTURAL ENGINEER

2. STRUCTURAL ANALYSIS AND DESIGN TO SEPERFORMED PROR TO FCD COMPLETION

3. PROPOSED ATA: ANTENNAS, CABLING, & ASSOCIATED EQUIPMENT TO SEPAINTED TO MATCH EXISTING SITE CONDITIONS

4. ALL ATA: CABLING TO BE NEW, DO NOT USE EXISTING, ATE THEY LOCATION TO BE ON AIR BEFORE TAKING EXISTING OFF AIR.

24"x36" SCALE: 3/32" = 1'-0" 8' 4' 0"

EXHIBIT C 7/16



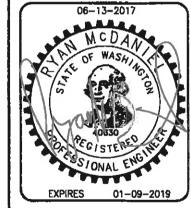


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RFDS: V 2,0 DATED: 12,08/16

WA6697 MILITARY ROAD

> 21420 31ST AVE SOUTH SEATAC, WA 98198 KING COUNTY



REVISIONS				
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TITLE PROPOSED MORTH ELEVATION

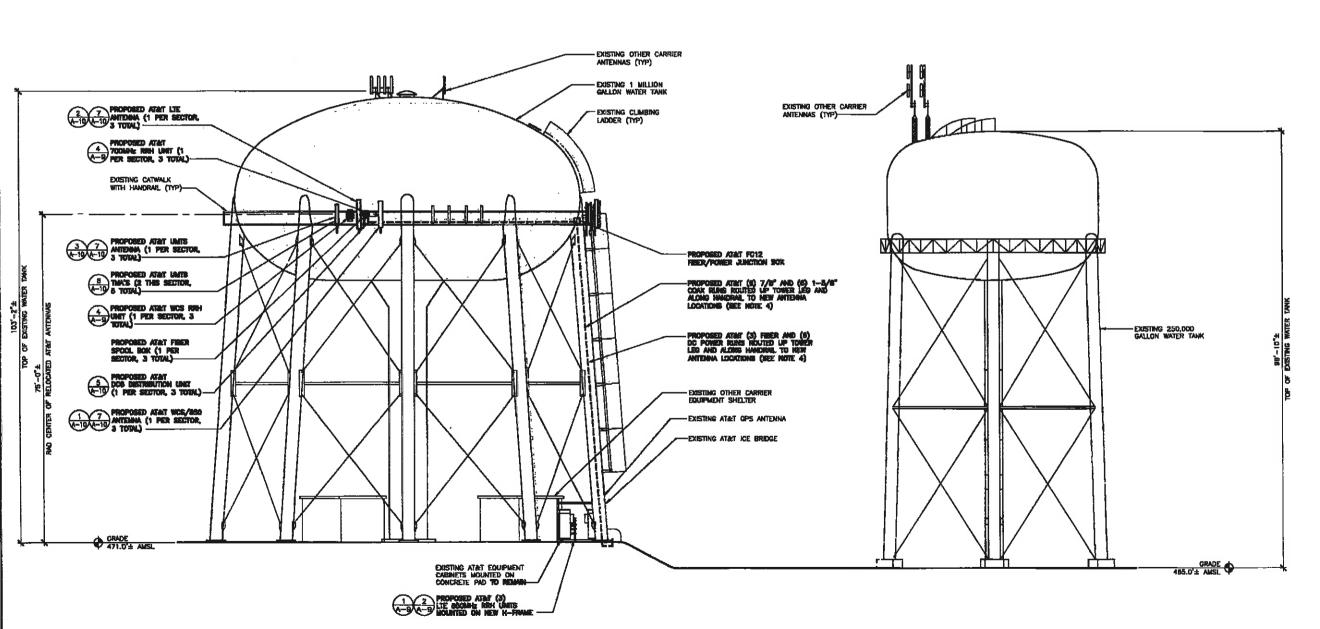
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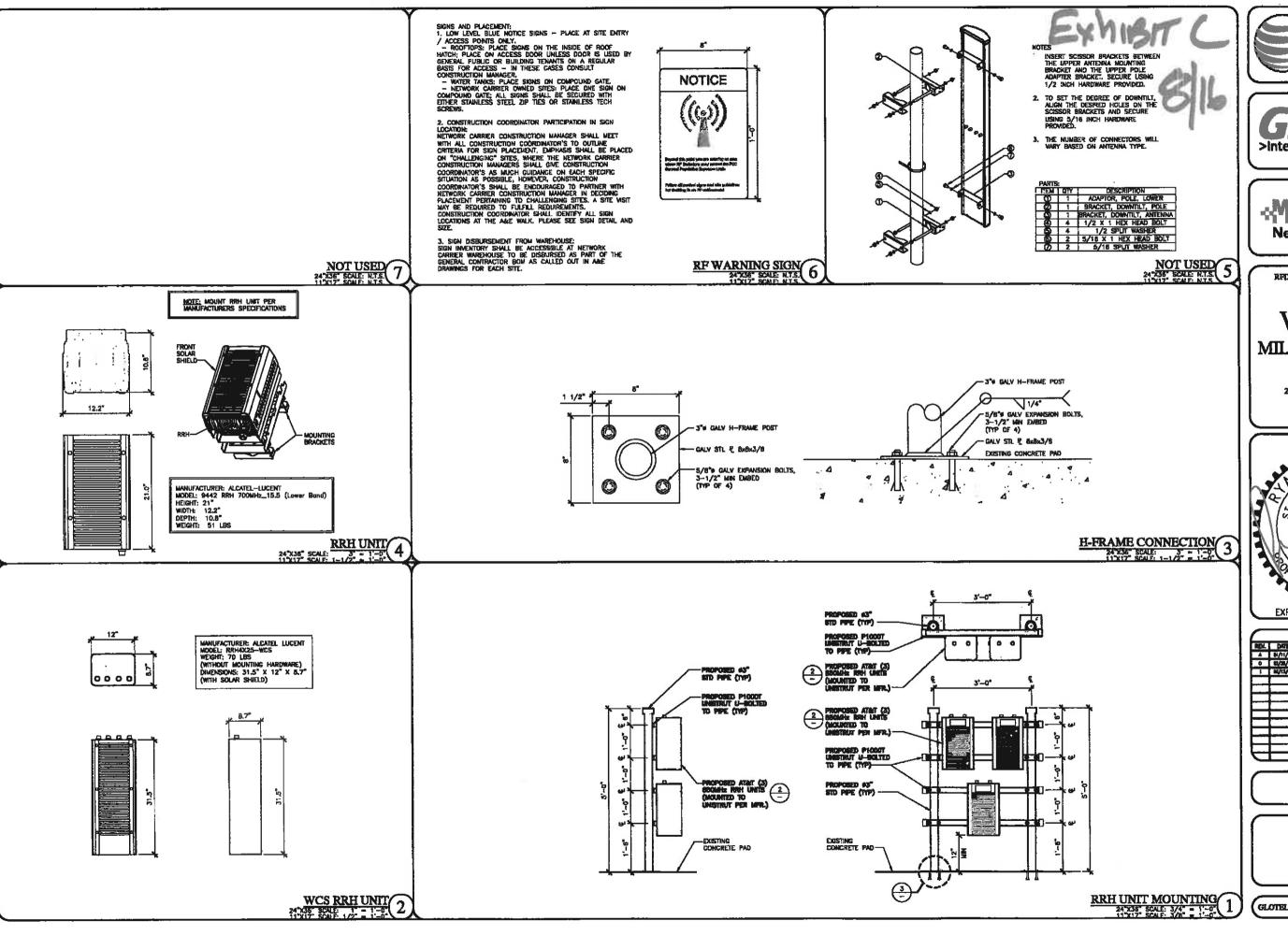
A-8

GLOTEL PROJECT#:

PROPOSED NORTH ELEVATION

35568











RFDS: V 2,0 DATED: 12/08/16

WA6697
MILITARY ROAD

21420 31ST AVE SOUTH SEATAC, WA 98198 KING COUNTY



REVISIONS				
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\$	12/13/10	INSUED FOR 1984 CO REVIEW	JPK .	
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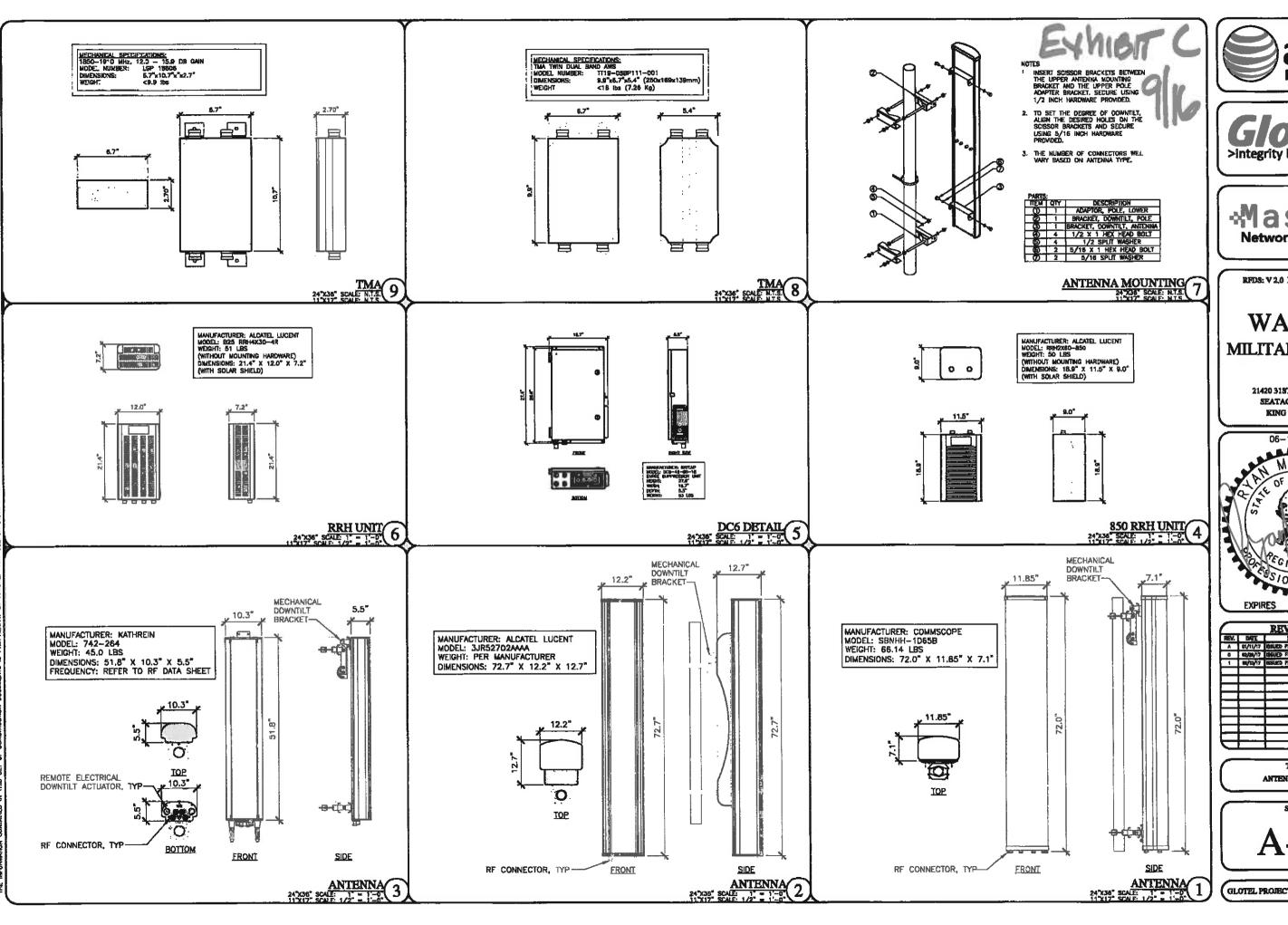
TTILE HQUIPMENT DETAILS

SHEET

A-9

GLOTEL PROJECT #:

15568





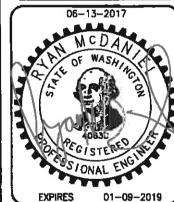




RFDS: V 2.0 DATED: 12/08/16

WA6697 MILITARY ROAD

> 21420 31ST AVE SOUTH SEATAC, WA 98198 KING COUNTY



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ANTENNA DETAILS

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GLOTEL PROJECT #:

J5568

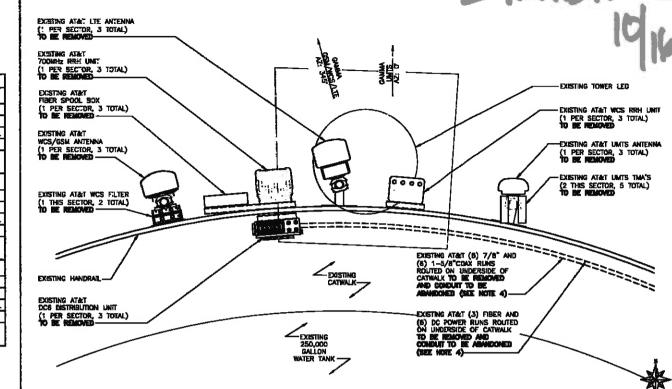
NO:ES:

24"x36" SCALE: 3/4" = 1'-0"

1"x17" SCALE: 3/8" = 1'-0"

. ALL ATAIT CABLING TO BE NEW DO NOT USE EXISTING. ATAIT NEW LOCATION TO BE ON AR SEFORE TAKING EXISTING OFF AIR.

•				EXISTING AN	VTENNA CONFIGURAT	DON AND SCHEDULE			RFDS Y	2.0 DATED 1	2/08/16
ALPHA	AZMUTH	MODENTER	NUMBER OF ANTENNAS	YENDOR	MODEL.	TAA/FILTERS	NUMBER OF COAK	COAX #	COAX	DEPLEOED	PORM
LIE WCS	180	75'-0"	1	COMMSCOPE	0000 L 40000	(1) KFT9R00110030	-	FÆER			1
QSM 850	190	/5 -0	'	COMMISCOPE	SBNHH-10658	(1) N/12/100110030	2	1~5/6"	175'-0"	NO	_
LTE 1900	160	75'-0"	1	ALU AA	7 1020740444	NONE		FØER		INTER	INTERNA
LTE 700		/3 =0	,	ALU AN	3JR52702AAAA	PROTE		- NOCON		NO	1
UMTS 1900	175	75'-0"	1	KATHREIN	742-264	(1) TT19-08BP111-001	2	7/8"	175'-0"	YES	Ι -
UNITS 860	ــــــــــــــــــــــــــــــــــــــ	/5 =0		MAINER	772-207	(1) 1119-08897111-001		′′′		IES	_
BETA	AZMAJTH	MOCENTER	NUMBER OF ANTENNAS	VENEDOR	MODEL.	THAYFILTERS	NUMBER OF COAX	COAX #	CEAX	DIPLECED	ROOM
LTE WCS	245	75"-0"		00111100000		MONTE	FIBER		1	1	
QSM 850	7 245	/5-0	1	COMMSCOPE	58NHH-1C65B	NONE	2	1-5/8"	175'-0"	NO NO	_
LTE 1900	245	75'-0"	1	ALU AA	7 PF07004444	NONE	FIBER		YES	INTERN	
LTE 700		/3 =0	<u>'</u>	ALC AA	3JR52702AAA	PROPE		LIBEL			. 1
UMTS 1900	260	75'-0"	1	KATHREIN	742264	(2) LGP 21401	2	7/8"	175'-0"	YES	_
UMTS 650		75-0		MAIRER	772-207	(2) (02-2140)		//-		163	
GAMMA	AZMAUTH	MOCENTER	MANGER OF ANTENNAS	VENDOR	MODEL	THA/FILTERS	OF COAX	COAX #	COAX	DPLEGED	REPORT
LTE WCS	748					(4) WTTDD00440030	FIBER			1	
CEM 850	345	75'-0"	' '	COMMSCOPE	SBNHH-1D65B	(1) KFTDR00110030	2	1-5/8"	175'-0"	NO	_
LJE 1900	345	75'-0"			710707001111	MONE		FIBER		YES	INTERN
LITE 700	7 345	/9-0	1	AU AA	3JR52702AAA	HUNC.				1623	1
UMTS 1900	_ ~	75°-0°	1	KATHREIN	742-264	(2) LGP 21401	2	7/8"	175'-0°	YES	-
UNITE 650	7 ") ″°~	l '	WHITMEIN	172-207	(E) DIF 21-01	^	′′"	''' = "	163	1 -





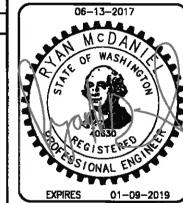


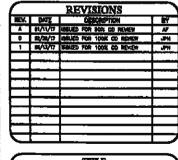
*MasTec

RFDS: V 2,0 DATED: 12/08/16

WA6697 MILITARY ROAD

> 21420 31ST AVE SOUTH SEATAC, WA 98198 KING COUNTY





TITLE
EXISTING ANTENNA CONFIGURATIONS

SHEET

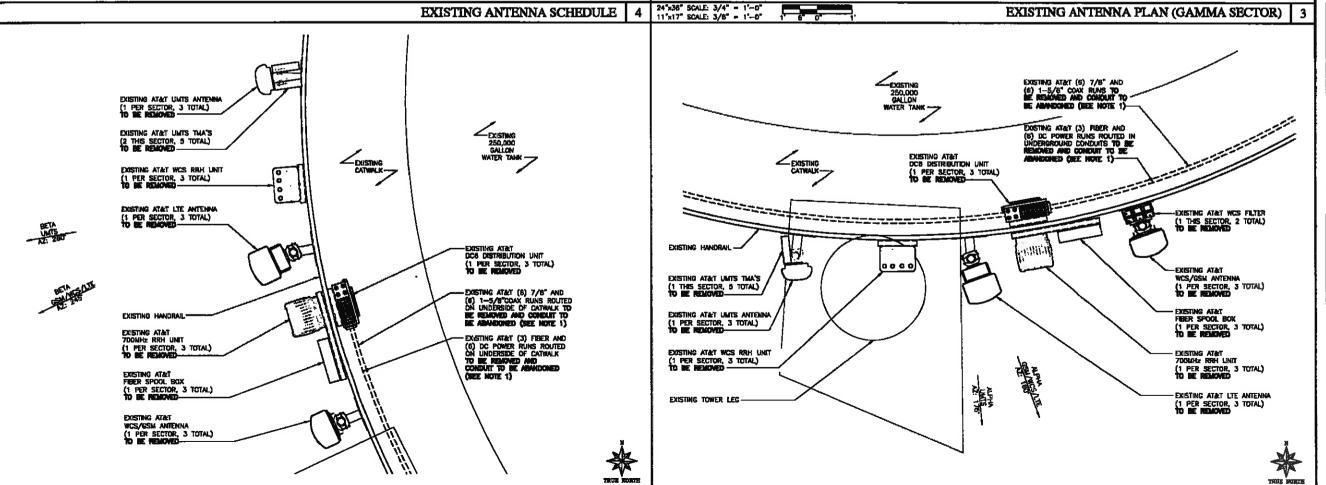
RF-1

GLOTEL PROJECT #:

EXISTING ANTENNA PLAN (ALPHA SECTOR)

ect #:

J5568



2 24"x36" SCALE: 3/4" = 1'-0" 11"x17" SCALE: 3/8" = 1'-0"

EXISTING ANTENNA PLAN (BETA SECTOR)

NOTES:

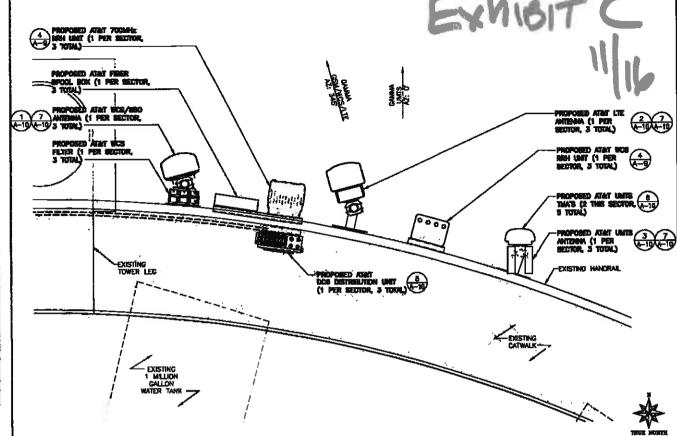
1. VERENCATION THAT THE ANTENNA MOUNTS & STRUCTURE CAN SUPPORT ALL PROPOSED LOADING SHALL BE PERFORMED BY A REGISTERED STRUCTURAL ENGINEER

2. STRUCTURAL ANALYSIS AND DESIGN TO BE PERFORMED PROP TO FCD COMPLETION 3. PROPOSED ATACT ANTENNAS, CABLING, & ASSOCIATED EQUIPMENT TO BE PAINTED TO MATCH ENISTING SETE CONDITIONS

4. ALL ATACT CABLING TO BE NEW. DO NOT USE EXISTING, ATACT NEW LOCATION TO BE ON AIR BEFORE TAKENE EXISTING OFF AR.

24"x36" SCALE: 3/4" = 1'-0" 11"x17" SCALE: 3/8" = 1'-0"

				PROPOSED AI	ITENNA CONFIGUR.	TION AND SCHEDULE			REDE V	2.0 DATED 1	2/08/18
ALPHA	AZMAUTH	NOCENTER	MANSER OF AMEDINAS	VENEDOR	MODE).	TMA	NUMBER OF COAX	COAX #	COAX	DIPLEDED	RRH
LIE WCS	1					(1) KFTDR00110030		FIBER		ж	1
LTE 850	150	75"-0"	'	COMMSCOPE	SBNHH-1065B	(1) NETEROOT TOOSO	2	1-5/8	175'-0"	U	1
LTE 1900	4.00	75'-0"		ALU AA	P. ITCOTO04444	MONE		FIBER	FIBER NO	T I	INTER
LTE 700	160	/5-0	1 1	, ALU AA	3JR52702AAAA	MUNIC		i juni		, RO	1
UMTS 1900	175	75'-0"		KATHREIN	742-254	(1) TT19-08BP111-001	2	7/8"	175'-0"	YES	١ _
UMTS 800	7 1/3	75 -0	1	KAITSEIN	7-2-29-	(1) 1119-0009-1111-001		΄,		,,,,,	
BETA	AZIMUTH	RADCENTER	MUMBER OF ANTENNAS	VENDOR	(ACTOR).	TMA	OF ODAX	COAX #	COVX	DIFFLERED	REPO
LIE WCS	1					MONE	FIBER			1	
LTE 850	245	75'-0"	1	COMMSCOPE	SBNHH-10658	NONE	2	1-5/8	175'-0°	NO	1
LTE 1900			1			NONE	FIRE		FIBER	YES	INTER
LTE 700	245	75'-0"	1	ALU AA	3JR52702AAAA	MUNE.		- IDEN			1
UNITE 1800	260	75'-0"	1	KATHREIN	742-264	(2) LGP 21401	2	7/8"	175'-0"	YES	_
UNITS USD	7 200	/60		MAJPEREN	7-2-20-	(2) LSF 21401				120	<u>l</u>
GAMMA	AZZMÁÚTNÍ	RADCENTER	HUMBER OF	VENDOR	MODIT.	TMA	OF COAX	COAX #	CDAX CDAX	DIPLEMED	PAR
LITE WCS				2211122222		(1) KFTDR00110030	FIBER		NO	1	
LTE 850	345	75°~0°	1	COMMSCOPE	\$8M#H-1D858	(1) KFIDROOTTOGGO	2	1-5/8	175'-0"		1
LTE 1900	3.484	_,_,			2.0000000000000000000000000000000000000	NONE	FIRER		YES	INTER	
LTE 700	345'	75'-D"	1	ALU AA	3JR52702AAA	MORE		· makert			1
UNITS 1900		70.1 0.5		KATHREIN	742-254	(2) LGP 21401	2	7/8"	175'-0"	YES	Π.
UMTS 650	7 6	75'-0"	1	PANILLEGEN	172-20 1	(2) 105- 21401		''"	1 ''' -0	l	1





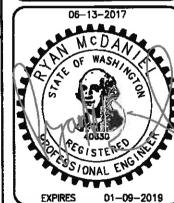


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RFDS: V 2.0 DATED: 12/08/16

WA6697 MILITARY ROAD

> 21420 31ST AVE SOUTH SEATAC, WA 98198 KING COUNTY



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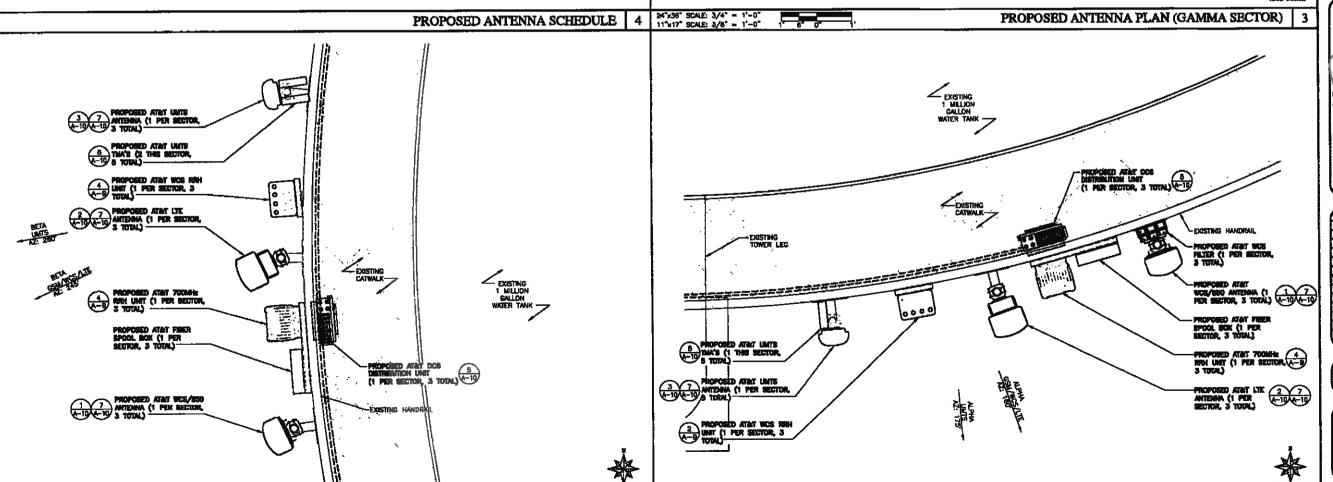
TITLE
PROPOSED ANTERNA CONFIGURATIONS

RF-2

GLOTEL PROJECT #:

PROPOSED ANTENNA PLAN (ALPHA SECTOR) 1

#: J5568



PROPOSED ANTENNA PLAN (BETA SECTOR) 2 24"x36" SCALE: 3/4" = 1'-0" 11"x17" SCALE: 3/8" = 1'-0"

DESCRIPTION COPPER GROUND ROD

- EXOTHERMIC WELD

KEY NOTES:

- #2 AWG GROUND RING
- FIELD VERIFY & TIE INTO EXISTING GROUNDING SYSTEM

1 CADWELD (TYP.) SEE SHEET E-2. 2 ANTENNA SECTOR GROUND BAI SEE DETAIL SHEET E-2

3 GROUND BAR AT CATWALK LEVEL. SEE DETAIL SHEET E-2

(TYP). SEE SHEET E-2.

#6 AMG DISTRIBUTION UNIT GROUND TO ANTENNA GROUND BAR (TYP). SEE SHEET E-2

GENERAL NOTES:

- GROUND ALL ANTENNA BASES, FRAMES, CABLE RUNS, AND OTHER METALLIC COMPONENTS USING GROUND WIRES AND CONNECT TO SURFACE MOUNTED BUS BARS, FOLLOW ANTENNA AND BTS MANUFACTURER'S PRACTICES FOR GROUNDING REQUIREMENTS, GROUND COAX SHIELD AT BOTH ENDS AND EXIT FROM TOWER OR POLE USING MFR'S FRACTICES.
- 3. ALL CROUND CONNECTIONS SHALL BE CADWELD ALL WIRES SHALL BE COPPER THEN/THEN, ALL GROUND WIRE SHALL BE GREEN INSULATED WIRE ABOVE GROUND.
- CONTRACTOR TO VERIFY AND TEST GROUND SOURCE, GROUNDING AND OTHER OPERATIONAL TESTING WILL BE WITNESSED BY VERIZON WIRELESS, REPRESENTATIVE,
- REFER TO DIVISION 16 GENERAL ELECTRIC; GENERAL ELECTRICAL PROVISION AND COMPLY WITH ALL REQUIREMENTS OF GROUNDING STANDARDS.
- ELECTRICAL CONTRACTOR TO PROVIDE DETAILED DESIGN OF GROUNDING SYSTEM, AND RECEIVE APPROVAL OF DESIGN BY AUTHORIZED AT&T MOBILITY, REPRESENTATIVE, PROOR TO INSTALLATION OF GROUNDING SYSTEM, PHOTO DOCUMENT ALL CADWELDS AND GROUND RINGS.

- NOTIFY CONSTRUCTION MANAGER IF THERE ARE ANY DIFFICULTIES INSTALLING GROUNDING SYSTEM DUE TO SITE SOIL CONDITIONS.
- B. LISE PANI SCHEME FOR LOADING GROUNDS ON MGB AS DISCUSSED IN INSTID 119, 33 & 38.

GROUND ROD NOTES:

- ELECTRICAL CONTRACTOR SHALL ORDER GROWND RESISTANCE TESTING ONCE THE GROUND SYSTEM HAS BEEN INSTALLED; A QUALIFIED INDIVIDUAL, UTILIZING THE FALL OF POTENTIAL METHOD, SHOULD PERFORM THE TEST. THE REPORT WILL SHOW THE LOCATION OF THE TEST AND CONTAIN NO LESS THAN 8 TEST POINTS ALONG THE TESTING LINE, GRAPHED DUT TO SHOW THE PLATEAU.
- POINT GROUND TEST OR 3 POINT 628 TESTS WILL NOT BE ACCEPTED AS ALTERNATIVES TO THE AFFRE MENTIONED SROUND TESTS. TEST SHALL BE PERFORMED WHILE THE COUNTERPOISE IS ISSUATED FROM THE A/C SYSTEM ORIDS AND EXISTING COMMUNICATIONS FACILITY.

EQUIPMENT SCHEMATIC GROUNDING PLAN 2



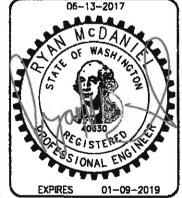
Mobility



RFDS: V 2.0 DATED: 12/08/16

WA6697 MILITARY ROAD

> 21420 31ST AVE SOUTH SEATAC, WA 98198 KING COUNTY



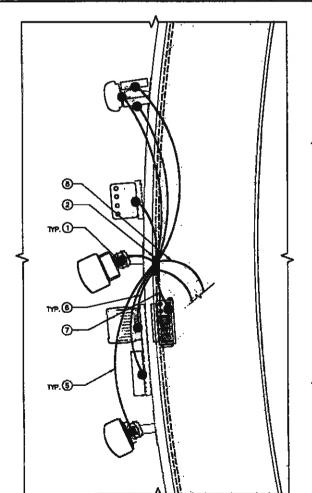
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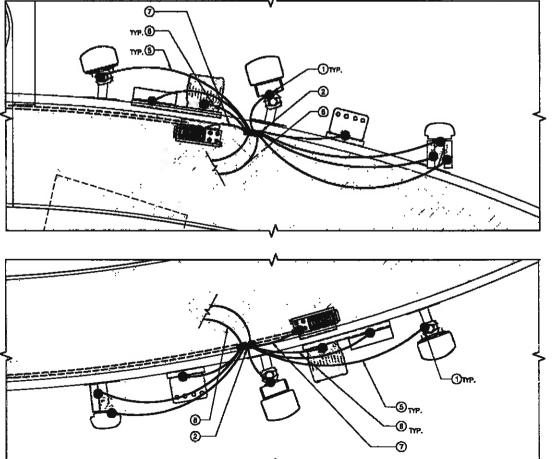
TITLE SCHEMATIC GROUNDING PLAN

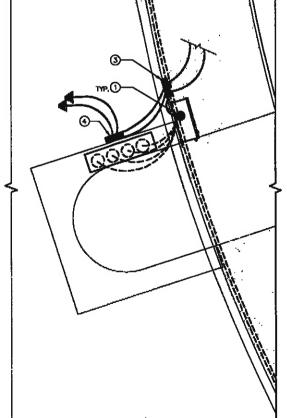
SHEET

GLOTEL PROJECT #:

(B) \$\frac{4}{2} \text{ AWG GROUND FROM SECTOR GROUND BAR TO TANK GROUND BAR (TYP). SEE SHEET E-2 D NEW RRH GROUND BAR. SEE SHEET E-2. #8 AWG GROUND FROM WITH TO GROUND BAR. \$2 AWG GROUND TO EXISTING GROUND RING (V.I.F.) SEE SHEET E-2.





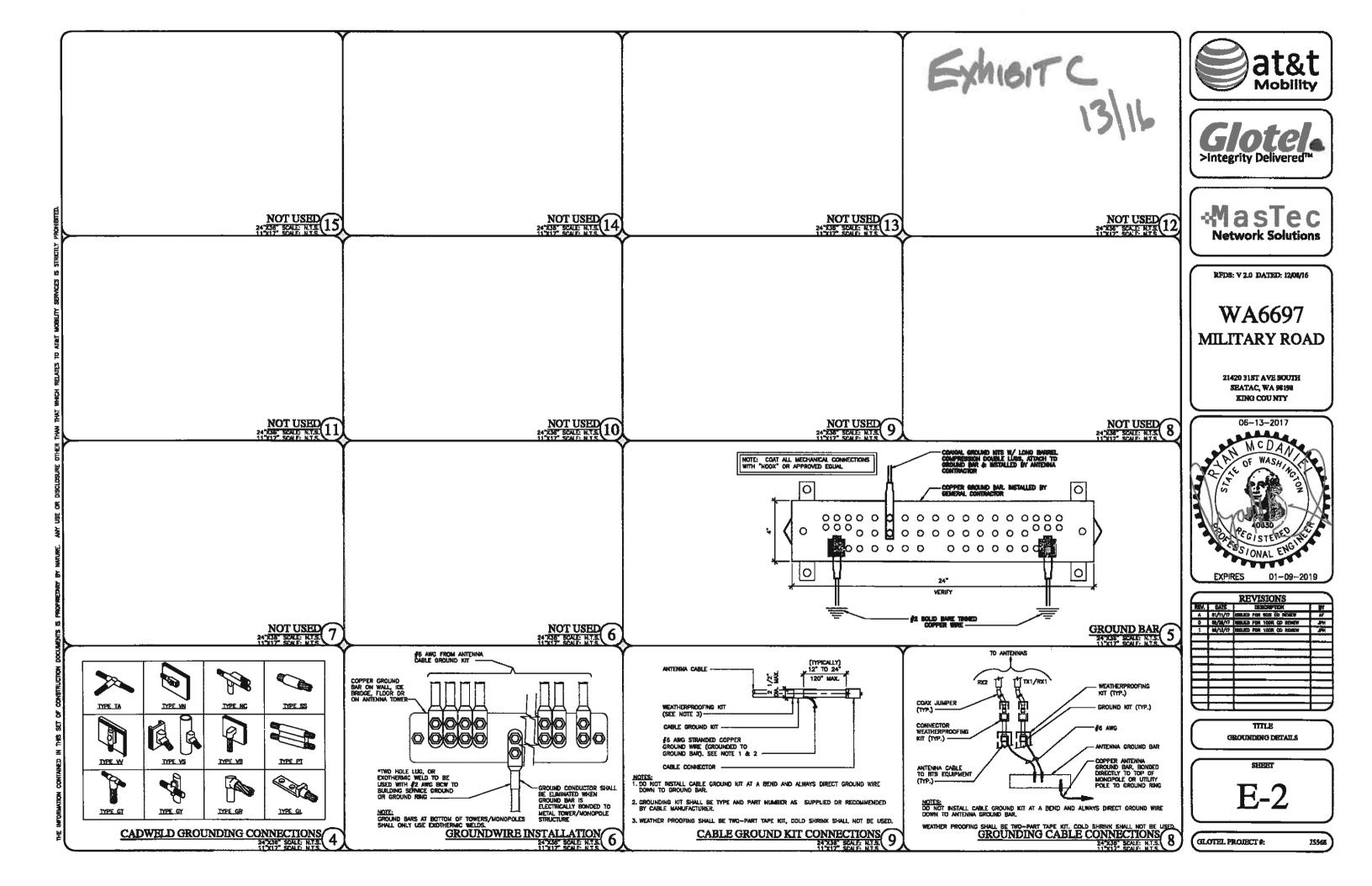




24"x36" SQALE: 3/4" = 1'-0" 11"x17" SCALE: 3/8" = 1'-0" 1' 6" 0"

ANTENNA SCHEMATIC GROUNDING PLAN

J5568



REFERENCES:

THE CONTRACTOR IS RESPONSIBLE FOR REVIEWING AND UNDERSTANDING THE REFERENCED CODES AND STANDARDS. ALL REFERENCES MUST BE CURRENT WITHIN THE LAST FIVE YEARS. THE FOLLOWING CODES AND STANDARDS ARE REFERENCED IN THE STRUCTURAL MOTES:

Malar MD	SIMPLED SECTIONING FOR RESIDENT MESSINGS FOR MOTTER SIMPLINES SIET
	BARS, PLATES, SHAPES, AND SHEET PILING
ASTM A36	STANDARD SPECIFICATION FOR CARBON STRUCTURAL STEEL
ASTM AS3	STANDARD SPECIFICATION FOR PIPE, STEEL BLACK AND HOT-DIPPED, ZINC-COATED, WELDED
	AND SEAMLESS
ASTM A123	STANDARD SPECIFICATION FOR ZINC (HOT-DIP GALVANIZED) COATINGS ON IRON AND STEEL
	PRODUCTS
ASTM A153	STANDARD SPECIFICATION FOR ZINC COATING (HOT DIP) ON IRON AND STEEL HARDWARE

STANDARD SPECIFICATION FOR CARBON STEEL BOLTS AND STUDS, BO DOD PSI TENSILE ASTM ASD?

ASTM ASS

STANDARD SPECIFICATION FOR ZINC COATING (HOT DIP) ON IRON AND STEEL HARDWARE
STRANDS STANDARD SPECIFICATION FOR CARBON STEEL BOLTS AND STUDS, BO DOD PSI TENSILE
STRANDARD SPECIFICATION FOR STRUCTURAL BOLTS, STEEL, HEAT TREATED, 120/108 KSI
MINIALIM TENSILE STRENGTH

ASTM ASO

STANDARD SPECIFICATION FOR STRUCTURAL BOLTS, ALLDY STEEL, HEAT TREATED, 150 KSI
MINIALIM TENSILE STRENGTH

ASTM ASO

STANDARD SPECIFICATION FOR STRUCTURAL BOLTS, ALLDY STEEL, HEAT TREATED, 150 KSI
MINIALIM TENSILE STRENGTH

ASTM ASS

STANDARD SPECIFICATION FOR CARBON AND ALLDY STEEL MUTS

STRUCTURAL TUBBEG IN ROUNDS AND SHAPES

ASTM ASSS

STANDARD SPECIFICATION FOR CARBON AND ALLDY STEEL MUTS

STRUCTURAL STEEL

ASTM ASS

STANDARD SPECIFICATION FOR STREL SHEET, CARBON, STRUCTURAL, AND HIGH—STRENGTH,
LOW—ALLDY, HOT—ROLLED AND COLD—ROLLED, GENERAL REQUIREMENTS FOR

ASTM ASSO

STANDARD SPECIFICATION FOR HIGH—STRENGTH LOW—ALLDY COLUMBRUM—VANADRUM

STRUCTURAL STEEL

ASTM ASS

STANDARD SPECIFICATION FOR STRUCTURAL STEEL SHAPES

ASTM ASS

STANDARD SPECIFICATION FOR STRUCTURAL STEEL SHAPES

ASTM BOSS

STANDARD SPECIFICATION FOR ELECTRODEPOSITED COATINGS OF ZINC ON IRON AND STEEL

ASTM BOSS

STANDARD SPECIFICATION FOR ELECTRODEPOSITED COATINGS OF ZINC ON IRON AND STEEL

ASTM BOSS

STANDARD SPECIFICATION FOR ELECTRODEPOSITED COATINGS OF ZINC ON IRON AND STEEL

ASTM BOSS

STANDARD SPECIFICATION FOR ELECTRODEPOSITED COATINGS OF ZINC ON IRON AND STEEL

ASTM BOSS

STANDARD TEST METHOD FOR COMPRESSIVE PROPERTIES OF RIGID PLASTICS

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STANDARD TEST METHOD FOR COMPRESSIVE PRO

GENERAL NOTES:

- PLANS, SECTIONS, AND DETAILS ARE NOT TO BE SCALED FOR DETERMINATION OF QUANTITIES, LENGTHS, OR FIT OF MATERIALS.
- ALL MATERIALS AND WORKMANSHIP SHALL CONFORM TO THE DRAWINGS, SPECIFICATIONS, AND REFERENCES AS INDICATED IN THESE NOTES.
- 3. ALL WORK DESCRIBED BY THESE DRAWINGS SHALL BE PERFORMED BY A QUALIFIED CONTRACTOR WITH A MINIMUM OF 5 YEARS OF PAST EXPERIENCE IN THE WORK BRING PERFORMED.
- 4. THESE STRUCTURAL NOTES PROVIDE STANDARDS FOR MATERIALS AND WORKMANSHIP FOR THE STRUCTURAL PORTION OF THE JOB. REFERENCE THE ARCHITECTURAL DRAWINGS FOR GENERAL NOTES WHICH ADDRESS REQUIREMENTS FOR THE CONTRACTOR, SAFETY, LIMITS OF SCOPE AND LABILITY, AND EXPECTED WORKMANSHIP.
- CONTRACTOR SHALL THOROUGHLY INSPECT AND SURVEY THE EXISTING STRUCTURE TO VERIFY DIMENSIONS, ELEVATIONS, FRAKING, ETC. WHICH AFFECT THE WORK SHOWN ON THE DRAWINGS.
- 8. DISCREPANCIES: THE CONTRACTOR SHALL INFORM THE PROJECT TEAM IN WRITING, DURING THE BIDDING PERIOD, OF ANY DISCREPANCIES OR OMESSIONS ON THE DRAWMICS, THE SEECIFICATIONS, OR WITH RESPECT TO EXISTING CONDITIONS FROM THE SITE SURVEY. UPON RECEIPT OF SUCH INFORMATION, THE PROJECT REPRESENTATIVE WILL SEND WRITIEN INSTRUCTIONS TO ALL

STRUCTURAL STEEL:

- STRUCTURAL STEEL SHALL BE DETAILED, FABRICATED, AND ERECTED IN ACCORDANCE WITH AISC SPECIFICATION FOR STRUCTURAL STEEL SULDINGS AISC LOAD AND RESISTANCE FACTOR DESIGN SPECIFICATIONS FOR STRUCTURAL STEEL BUILDINGS. SUBMIT SHOP DRAWINGS TO THE PROJECT TEAM FOR APPROVAL PRIOR TO FABRICATION.
- STEEL MEMBERS EXPOSED TO MOSTURE ARE HOT DIPPED GALMANIZED PER ASTM A123, MEMBERS PROTECTED FROM MOISTURE ARE SHOP COAT PAINTED.
- PRE-QUALIFIED STRUCTURAL STEEL SHALL CONFORM TO THE FOLLOWING MINIMUM GRADES (SEE FARRICATION DRAWNIGS FOR SPECIFIC GRADES FOR SPECIFIC PARTS):

=WDE FLANGE ASTM AG92 Fy = 50 ksi =CH-RANEL ASTM A36 Fy = 36 ksi =ANBLE ASTM A36 Fy = 36 ksi =PLATE ASTM A3672 Fy = 50 ksi =PLSS/TUBE SHAPES ASTM A50C GR.8 Fy = 45 ksi =STEEL PIPE ASTM A53 GR.8 Fy = 35 ksi =STEEL PIPE ASTM A53 GR.8 Fy = 35 ksi

4. FIELD CUT EDGES, EXCEPT DRILLED HOLES, SHALL 95. GROUND SMOOTH.

BOLTS AND SCREWS:

- ALL CONNECTIONS OF STRUCTURAL STEEL MEMBERS SHALL BE MADE USING SPECIFIED HIGH STRENGTH ASTM ASZS OR AARD BOLTS WITH THREADS EXCLUDED IN SHEAR PLANE. U-BOLTS ARE ASTM ASO? WITH LOCKING DEVICE EXCEPT WHERE NOT APPLICABLE.
- 2. NUTS CONFORM TO ASTM A563. WASHERS CONFORM TO ASTM F436.
- 3. THREADED RODS CONFORM TO ASTM A36 UNLESS SPECIFIED OTHERWISE.
- 4. ANCHOR RODS CONFORM TO ASTM F1554.
- 5. ALL BOLTS AND SCREWS ARE HOT DIPPED GALVANIZED PER ASTM A153.
- HOLES FOR BOLTS IN BOTH STEEL AND WOOD CONSTRUCTION ARE 1/18" DIAMETER LARGER THAN THE BOLT DIAMETER.
- 7. FASTENERS SHALL BE INSTALLED IN PROPERLY ALIGNED HOLES.
- 8. ALL BOLTS AT EVERY CONNECTION SHALL BE INSTALLED SHUG FIT UNTIL THE SECTION IS FULLY COMPACTED, AND THEN TIGHTENED FURTHER BY AISC TURN OF THE NUT, TIGHTENING SHALL PROGRESS SYSTEMATICALLY.
- BOLT LENGTHS UP TO AND INCLUDING FOUR DIAMETERS SHALL BE TENSIONED 1/3 TURN BEYOND SNUG FIT. BOLT LENGTHS OVER 4 DIAMETERS SHALL BE 1/2 TURN BEYOND SNUG FIT.
- 10. ALL BOLTED CONNECTIONS SHALL USE LOCK WASHERS.

CORROSION CONTROL:

1. ALL STEEL MEMBERS SHALL HAVE CORROSION CONTROL AS STATED BELOW.

*STEEL MEMBERS SHALL BE HOT DIPPED GALVANIZED PER ASTM A123
*FASTENERS AND HARDWARE SHALL BE HOT DIPPED GALVANIZED PER ASTM A153, ASTM
BBBS CLASS 50, OR BE ELECTRO—GALVANIZED PER ASTM B633. (A480 BOLTS SHALL NOT
BE HOT DIPPED GALVANIZED PER ASTM B633. (A480 BOLTS SHALL NOT
BE HOT DIPPED GALVANIZED PER ASTM A475 DR A586 MINIMUM
CLASS A COATING
*GUY ANCHORAGE IN DIRECT CONTACT OF GROUND SHALL BE HOT DIPPED GALVANIZED PER
ASTM A123
ALL REPRINS SHALL BE DEPARTMENT IN AAAAAAAAAA * *ALL REPAIRS SHALL BE PROTECTED IN ACCORDANCE WITH ASTM A780

- 2. ALL FIELD CLIT SURFACES SHALL BE REPARED WITH (2) COATS OF A R5% ZINC RICH PAINT FER ASTM A780.
- 3. ALL DAMAGED SURFACES, WELDED AREAS AND AUTHORIZED HON-GALVANIZED MEMBERS ON PARTS (EXISTING OR NEW) SHALL BE PAINTED WITH (2) COATS OF ZINC RICH PAINT.

WELDS:

- ALL WELDING TO BE PERFORMED BY AWS CERTIFIED WELDERS AND CONDUCTED IN ACCORDANCE WITH AISC AND AWS WELDING CODE STEEL AWS D1.1 SPECIFICATIONS AND RECOMMENDATIONS.
- 2. WELDING TECHNICIANS SHALL BE WARD CERTIFIED.
- 3, FILLER METAL FOR WELDS SHALL BE 70 KSI, LOW HYDROGEN MATERIAL UNLESS SPECIFIED OTHERWISE.
- 4. REFER TO STRUCTURAL DRAWINGS FOR ALL FIELD WELD SIZES AND TYPES.
- 5. PRIOR TO FIELD WELDING GALVANIZED MATERIAL, CONTRACTOR SHALL GRIND OFF GALVANIZING 1/2" BEYOND ALL FIELD WELD SURFACES. REFERENCE CORROSION CONTROL NOTES FOR FINISHING FIELD WELDS.

STRUCTURAL ERECTION AND BRACING REQUIREMENTS:

- THE STRUCTURAL DRAWINGS ILLUSTRATE THE COMPLETED STRUCTURE WITH ALL ELEMENTS IN THEIR FINAL POSITIONS, PROPERLY SUPPORTED AND BRACED.
- 2. THE CONTRACTOR, IN THE PROPER SEQUENCE, SHALL PROVIDE SHORING AND BRACING AS MAY BE REQUIRED DURING CONSTRUCTION TO ACHIEVE THE FINAL COMPLETED STRUCTURE.
- THE CONTRACTOR 'S RESPONSIBLE FOR THE DESIGN AND EXECUTION OF ALL MISCELLANDOUS SHORING, BRACING, TEMPORARY SUPPORTS, GLYTING, ETC. NECESSARY TO PROMDE A COMPLETE AND STABLE STRUCTURE AS SHOWN ON THESE DRAWINGS.

SHOP DRAWINGS:

ALL FABRICATION / SHOP DRAWINGS ARE TO BE REVIEWED FOR COMPLIANCE TO THE STRUCTURAL DRAWINGS AND SIGNED OFF BY THE STRUCTURAL ENGINEER PRIOR TO FABRICATION.

DESIGN CRITERIA:

2015 INTERNATIONAL BUILDING CODE

SEISMIC DESIGN CRITERIA:

LATITUDE = 47.409336 LONGTUDE = -122.283913 MAPPED PARAMETER, SS = 1.397G (USGS) MAPPED PARAMETER, S1 = 0.525G (USGS) MAPPED PARAMETER, ST = 0.52:
RISK CATECORY = 11
IMPORTANCE FACTOR, E =1.25
SITE CLASS = D
SEISMIC DESIGN CATEGORY = D
AMPLIFICATION FACTOR, AP = 1
RESPONSE FACTOR, RP = 2.5

WIND DESIGN CRITERIA:

EXPOSURE = 8 BASIC WIND SPEED, V=115 MPH TOPOGRAPHIC FATTOR, XT=1.06 DIRECTIONALITY FACTOR, $KD\approx0.95$ GUST FACTOR, G=0.85



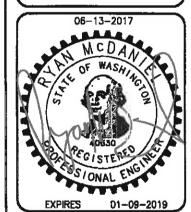




RFDS: V 2.0 DATED: 12/08/16

WA6697 MILITARY ROAD

> 21420 31ST AVE SOUTH **SEATAC. WA 98198** KING COUNTY



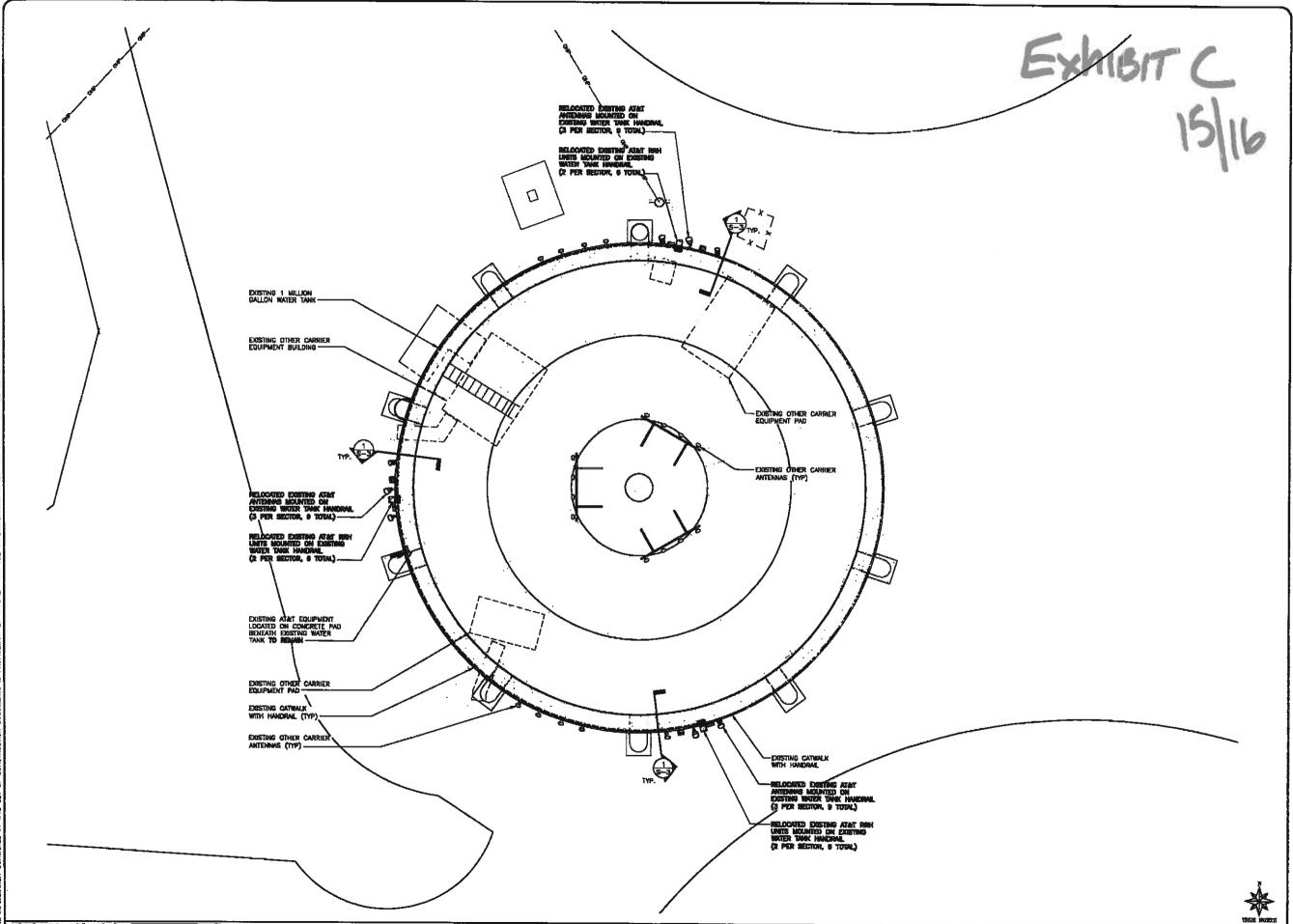
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TITLE STRUCTURAL NOTE

SHERT

GLOTEL PROJECT #:

15568



E 24"x36" SCALE: 1/8" = 1"-0" 8' 6" 4' 2' 0"







RFDS: V 2.0 DATED: 12/08/16

WA6697 **MILITARY ROAD**

> 21420 31ST AVE SOUTH SEATAC, WA 98198 KING COUNTY



	REVISIONS						
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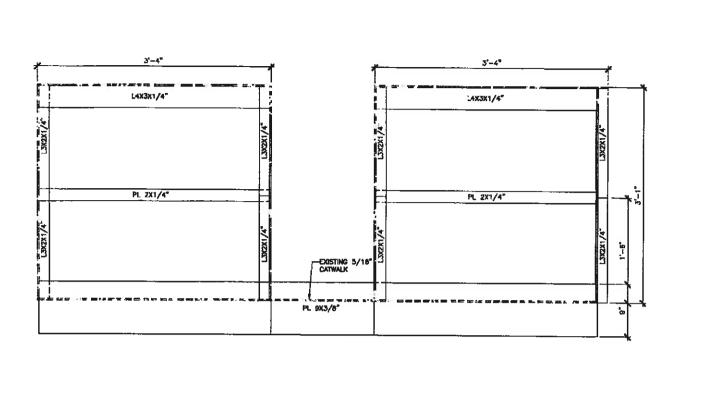
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S-2

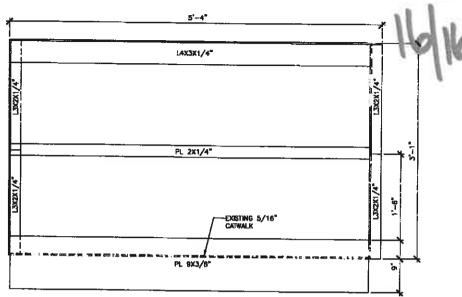
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GLOTEL PROJECT #:

PROPOSED STRUCTURAL SITE PLAN | 1









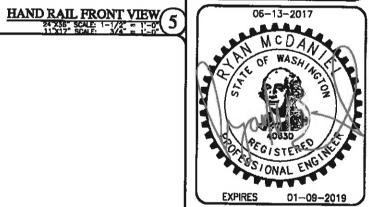


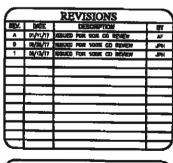


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TIPLE STRUCTURAL DETAILS

SHEET **S-3**

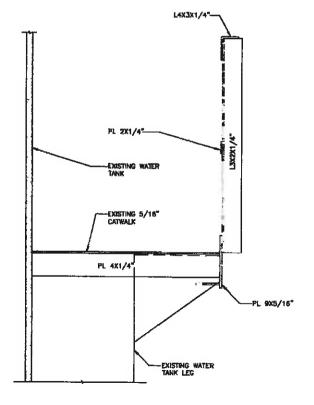
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GLOTEL PROJECT #:

HAND RAIL LADDER ENTRANCE

24 235 SQUE 1-1/2 = 1-00

11 24 235 SQUE 1-1/2 = 1-00



PROPOSED (Z) 1/2"# QALV. ASO7 BOLTS AT 6" O.C. — EXISTING HANDRAIL VERTICAL 45x2x1/4" AT 7'-0" D.C.— TOP CONNECTION EXISTING HANDRAIL VERTICAL 4.3X2X1/4" AT 7"-6" O.C.— PROPOSED (Z) 1/274 GALY. A307 BOLTS AT 6" O.C. PROPOSED (2) ZNXXXI/4" X s" LONG-PROPOSED PIPE PER ELEVATION PROPOSED (2) 1/2"+ QALV, AND BOLIS AT 8" O.C. BOTTOM CONNECTION ANTENNA MOUNT CONNECTION

27.335 SOME 15-12-05 3

PROPOSÉD PIPE PER ELDIKTION

EXISTING 4X3XX ILV -

PROPOSED (2) 1/2"s GALY. AND BOLTS AT 6" D.C.

PROPOSED (Z) LEXEN/4" X 1" LONG-

NOTE:

1. LOCATE ANTENNA MOUNTS
WITHIN 5" OF HANDRAIL
VENTICAL.

2. MAXAKUM OF ONE PIPE
MOUNT PER VERTICAL. PROPOSED 25 STD STEEL PIPE X 6' LONG (25 O.D.) PL 2X1/4" EXISTING 5/16" CATWALK PL 4X1/4"

ANTENNA MOUNT ELEVATION

HAND RAIL CONNECTION

EXHIBIT D

LICENSEE'S EQUIPMENT - IMPROVEMENTS

The improvements authorized under this lease shall be as depicted in the Drawings in Exhibits B and C as follows:

- Nine (9) Panel antennas (3 per Sector)
- Six (6) RRH Units (2 per Sector)
- Three (3) new Distribution Units (1 per Sector)
- Three (3) RRH Units (1 per Sector) on H-Frame
- Associated Conduits and Cabling
- Ground Based Equipment within approximate 130 SF Ground Lease Area

No additional equipment or modifications are authorized unless approved in accordance with Section 1h of this Agreement.

EXHIBIT E

INSURANCE COVERAGE LIMITS

Types and Limits of Insurance Required:

Commercial General Liability

- \$3,000,000 per occurrence bodily injury and property injury*
 [Such coverage amounts may be met by a combination of underlying and umbrella policies, so long as in combination, the limits equal or exceed those stated.]
- \$6,000,000 annual aggregate
- Employees and volunteers as additional insureds
- Premises and operations
- Broad form property damage including underground, explosion and collapse hazard (XCU)
- Products completed operations
- Blanket contractual
- Subcontractors
- Personal injury with employee exclusion deleted
- Employers liability (Stop gap)

Automobile Liability

- \$2,000,000 per accident bodily injury and property damage liability, including any owned automobile
- Hired automobiles
- Non-owned automobile

Workers' Compensation

Statutory requirements

EXHIBIT F

AT&T PAYMENT PROCESSING FORM

Agenda Item No.: 5.1
Agenda Date: 03/27/18
Reviewed By: 550

Re:	Authorize Communications Site Use and License Agreement
	New Cingular Wireless PCS, LLC
	Mansion Hill Tank Site – 21420 31st Ave S, SeaTac, WA

CATEGORY					
Executive					
Administrative					
Engineering/Operations	X				

FINANCIAL						
Expenditures?	Yes No N/A					
Budgeted?	Yes No N/A					
	Amount: \$					

ATTACHMENTS:

- 1. Resolution 18-3-27A
- 2. Attachment 1: Communications Site Use and License Agreement

COMMENTS:

The District owns certain real property located at 21420 31st Ave S, SeaTac, Washington 98198 in King County, on which it operates a 1,000,000 gallon elevated water tank and related structures known as 1.0 MG Mansion Hill Elevated Tank

New Cingular Wireless PCS, LLC, (Licensee), desires to locate and operate certain equipment, improvements and facilities on a portion of the property, and District desires to allow Licensee to locate and operate such equipment, improvements and facilities on a portion of the Property, subject to and in accordance with the terms of the agreement

RCW 57.08.120 contains the requirements the District must follow to lease real property which owns or has an interest in, property the District has a future need, and which is not immediately necessary for its purposes. A public hearing was held on 3/27/18. Public notices were published in the Westside Seattle on 3/9/18 and 3/16/18.

The general terms of the agreement are for a 10-year initial term with three subsequent 5-year renewals for a maximum of twenty-five years. The initial term is \$30,000 with a 3.5% inflationary factor annually.

Staff recommends approval of this resolution.