

**HIGHLINE WATER DISTRICT
KING COUNTY, WASHINGTON**

RESOLUTION 19-5-15F

RESOLUTION AUTHORIZING AMENDMENT NO. 1 TO COMMUNICATIONS SITE USE AND LICENSE AGREEMENT WITH NEW CINGULAR WIRELESS, PCS AT THE MANSION HILL TANK SITE – 21420 31ST AVENUE S, SEATAC, WA 98188

WHEREAS, District and Licensee entered into a Communications Site Use and License Agreement effective June 20, 2018 (the "Agreement"), whereby District authorized Licensee to use for installation of Licensee's ground based communication equipment and cabling to Equipment on the License Area, as defined therein, certain Premises therein described (the "Premises") that are a portion of the Property located at 21420 — 31st Avenue S, Seattle, King County, Washington ("Property"), which Property is legally described on Exhibit A attached hereto and incorporated herein by this reference; and

WHEREAS, in addition to the Premises, the Agreement permitted Licensee to install, maintain, operate and repair on a portion of the top surface (the "License Area") of the District's 1.0 MG Mansion Hill Elevated Tank (the "Reservoir") certain arrays, antennae, fixtures and equipment, as depicted, configured and inventoried on Exhibit D to the Agreement (Licensee's "Equipment"); and

WHEREAS, Licensee desires to expand the use and/or the area of the License Area on the Reservoir as described and depicted on Exhibit B-1 attached hereto and incorporated herein by this reference (the "Expanded Use"), and District desires to consent to the Licensee's expansion or further use of the License Area, subject to Licensee's payment of additional Base Rent to the District for the expansion or further use of the License Area by the amendment of the Agreement; and

WHEREAS, Licensee now desires to obtain the District's consent to the amendment of Section 1.b of the Agreement to provide for the Expanded Use as described in Exhibit B-1.

WHEREAS, the current Base Rent payable under the Agreement is Thirty-Two Thousand One Hundred Thirty-Six and 75/100 Dollars (\$32,136.75) per year.

WHEREAS, District is willing to consent to the amendment of Section 1 .b of the Agreement to provide for and allow the Expanded Use on the terms and conditions set forth below, on the condition that Section 2.b of the Agreement be amended to provide for the payment of adjusted Base Rent by the Licensee to the District for the Expanded Use.

**HIGHLINE WATER DISTRICT
KING COUNTY, WASHINGTON**

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NOW, THEREFORE, BE IT RESOLVED:

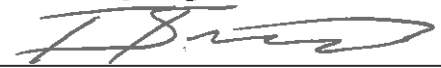
1. The Board of Commissioners approves the Amendment #1 to the Lease Agreement between Highline Water District and New Cingular Wireless, PCS, LLC (Attachment-1 incorporated herein by this reference).
2. The General Manager or designee is authorized to execute Amendment No. 1.

ADOPTED BY THE BOARD OF COMMISSIONERS of Highline Water District, King County, Washington, at an open public meeting held this **15th** day of **May 2019**.

BOARD OF COMMISSIONERS



Kathleen Quong-Vermeire, President



Todd Fultz, Commissioner



George Landon, Commissioner



Vince Koester, Secretary



Daniel Johnson, Commissioner

AMENDMENT NO. 1 TO
COMMUNICATIONS SITE USE AND LICENSE AGREEMENT

THIS AMENDMENT NO. 1 TO COMMUNICATIONS SITE USE AND LICENSE AGREEMENT (“**Amendment No. 1**” or “**Amendment**”), dated as of the latter of the signature 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 (herein (“**District**” or “**Licensor**”), and NEW CINGULAR WIRELESS PCS, LLC, a Delaware limited liability company, having its principal place of business at 1025 Lenox Blvd. NE, 3rd Floor, Atlanta, GA 30319 (“**Licensee**”) (individually a “**Party**” and collectively the “**Parties**”).

WHEREAS, District and Licensee entered into a Communications Site Use and License Agreement effective June 20, 2018 (the “**Agreement**”), whereby District authorized Licensee to use for installation of Licensee’s ground based communication equipment and cabling to Equipment on the License Area, as defined therein, certain Premises therein described (the “**Premises**”) that are a portion of the Property located at 21420 – 31st Avenue S, Seattle, King County, Washington (“**Property**”), which Property is legally described on **Exhibit A** attached hereto and incorporated herein by this reference; and

WHEREAS, in addition to the Premises, the Agreement permitted Licensee to install, maintain, operate and repair on a portion of the top surface (the “**License Area**”) of the District’s 1.0 MG Mansion Hill Elevated Tank (the “**Reservoir**”) certain arrays, antennae, fixtures and equipment, as depicted, configured and inventoried on Exhibit D to the Agreement (Licensee’s “**Equipment**”); and

WHEREAS, Licensee desires to expand the use and/or the area of the License Area on the Reservoir as described and depicted on **Exhibit B-1** attached hereto and incorporated herein by this reference (the “**Expanded Use**”), and District desires to consent to the Licensee’s expansion or further use of the License Area, subject to Licensee’s payment of additional Base Rent to the District for the expansion or further use of the License Area by the amendment of the Agreement; and

WHEREAS, Licensee now desires to obtain the District’s consent to the amendment of Section 1.b of the Agreement to provide for the Expanded Use as described in **Exhibit B-1**; and

WHEREAS, the current Base Rent payable under the Agreement is Thirty-Two Thousand One Hundred Thirty-Six and 75/100 Dollars (\$32,136.75) per year; and

WHEREAS, District is willing to consent to the amendment of Section 1.b of the Agreement to provide for and allow the Expanded Use on the terms and conditions set forth below, on the condition that Section 2.b of the Agreement be amended to provide for the payment of adjusted Base Rent by the Licensee to the District for the Expanded Use.

NOW THEREFORE, in consideration of the terms and conditions set forth herein, the Parties agree that the recitals set forth above are incorporated herein as if set forth in their entirety and further agree as follows:

1. **License Area; Licensee's Equipment.** Section 1.b of the Agreement and Exhibit D to the Agreement, Licensee's Equipment, are hereby amended as set forth on **Exhibit B-1** hereto. Exhibit B-1 supplements Section 1.b and Exhibit D to the Agreement, and shall not be deemed to supersede or otherwise modify Section 1.b or Exhibit D or any part thereof except to the extent specifically set forth in Exhibit B-1.

2. **Base Rent.** Section 2 of the Agreement relating to the current Base Rent payable by Licensee to the District is hereby amended to provide the annual Base Rent payable under the Agreement shall be increased from \$32,136.75 by the sum of One Thousand Eight Hundred Dollars (\$1,800.00) to the amount of Thirty-Three Thousand Nine Hundred Thirty-Six and 75/100 Dollars (\$33,936.75) ("Adjusted Base Rent"), and Licensee shall pay to District the sum of \$1,800.00 within thirty (30) from the Effective Date. Effective April 1, 2020, pursuant to Section 2.b of the Agreement, the Base Rent shall be adjusted to Thirty-Five Thousand One Hundred Twenty-Four and 54/100 Dollars (\$35,124.54). Thereafter, the Base Rent shall be periodically adjusted during the term of and as provided in the Agreement.

3. **Notices.** Licensee's address for notices, as set forth in Section 19 of the Agreement, is as follows:

Licensee: New Cingular Wireless PCS, LLC
Attn: Network Real Estate Administration
Re: Cell Site #: WA6697
Cell Site Name: Military Road (WA)
Fixed Asset No.: 10032283
1025 Lenox Blvd. NE, 3rd Floor
Atlanta, GA 30319

With a copy to: New Cingular Wireless PCS, LLC
Attn: Legal Department
Re: Cell Site #: WA 6697
Cell Site Name: Military Road (WA)
Fixed Asset No.: 10032283
208 S. Akard St.
Dallas, TX 75202-4206

4. **Reaffirmation; Intention to be Bound.** Except as expressly amended by this Amendment, each and every term, condition and agreement contained in the Agreement shall remain in full force and effect. The Parties reaffirm that the representations and warranties made by each Party in the Agreement are true and accurate as of the Effective Date. The Parties executing this Amendment on behalf of themselves, their assigns and successors, hereby acknowledge and reaffirm their intention to be bound by the terms and conditions of the Agreement.

5. **Recitals; Capitalized Terms.** The recitals set forth above are a part of this Amendment. Unless otherwise defined herein, capitalized terms used in this Amendment have the meanings assigned to them in the Agreement.

6. **Amendment Fee.** In consideration of the District's agreement to amend the Agreement as provided herein, at the time of the execution of this Amendment and as a condition to

its effectiveness, Licensee shall pay and reimburse to the District its administrative and legal fees and costs in the amount of Two Thousand Five Hundred Dollars (\$2,500.00)

IN WITNESS WHEREOF, the Parties have caused their properly authorized representatives to execute this Amendment No. 1 on the dates set forth below.

DISTRICT:

HIGHLINE WATER DISTRICT,
a Washington municipal corporation

By: _____

Name: _____

Title: _____

Date: _____

LICENSEE:

NEW CINGULAR WIRELESS PC, LLC,
a Delaware limited liability company

By: AT&T Mobility Corporation,
a Delaware corporation
Its: Manager

By: _____

Name: _____

Title: _____

Date: _____

EXHIBIT A

Amendment No. 1 to Communications Site Use and License Agreement

Legal Description

THE NORTH 396 FEET OF THE WEST $\frac{3}{4}$ 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 $\frac{3}{4}$;

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.

EXHIBIT B-1

Amendment No. 1 to Communications Site Use and License Agreement

Description of Expanded Use

LICENSEE'S EQUIPMENT - IMPROVEMENTS

The improvements authorized under the Communications Site Use and License Agreement are follows:

- Nine (9) Panel antennas (3 per Sector)
- Nine (9) RRH Units (3) 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 the Communications Site Use and License Agreement.

Agenda Item No.: 5.4
Agenda Date: 05/15/19
Reviewed By: *BAJ*

Subject: Authorize Amendment No. 1 – Site Lease Agreement with New Cingular Wireless PCS, LLC
Mansion Hill Tank Site

CATEGORY	
<i>Executive</i>	<input type="checkbox"/>
<i>Administrative</i>	<input checked="" type="checkbox"/>
<i>Engineering/Operations</i>	<input checked="" type="checkbox"/>

FINANCIAL			
<i>Expenditures?</i>	Yes <input type="checkbox"/>	No <input type="checkbox"/>	N/A <input checked="" type="checkbox"/>
<i>Budgeted?</i>	Yes <input type="checkbox"/>	No <input type="checkbox"/>	N/A <input checked="" type="checkbox"/>
<i>Estimated Amount:</i> \$			<u> </u>
<small>Excludes sales tax</small>			

ATTACHMENTS:

1. Resolution 19-5-15F
2. Attachment-1: Amendment No. 1 to Lease Agreement

COMMENTS:

Licensee desires to expand the use and/or the area of the License Area on the Reservoir as described and depicted on Exhibit B-1 attached hereto and incorporated herein by this reference (the "Expanded Use"), and District desires to consent to the Licensee's expansion or further use of the License Area, subject to Licensee's payment of additional Base Rent to the District for the expansion or further use of the License Area by the amendment of the Agreement.

Licensee now desires to obtain the District's consent to the amendment of Section 1.b of the Agreement to provide for the Expanded Use as described in Exhibit B-1.

The current Base Rent payable under the Agreement is Thirty-Two Thousand One Hundred Thirty-Six and 75/100 Dollars (\$32,136.75) per year.