

**HIGHLINE WATER DISTRICT
King County, Washington**

RESOLUTION 17-5-17A

RESOLUTION AUTHORIZING A SECOND AMENDMENT TO LEASE AGREEMENT BETWEEN HIGHLINE WATER DISTRICT (“LESSOR”) AND NEW CINGULAR WIRELESS PCS, LLC (“LESSEE”) – MANSION HILL TANK SITE

WHEREAS, Lessor is the owner of real property located at 21420 31st Ave S, Seattle, Washington 98198, and legally described in Exhibit A attached hereto and incorporated herein by this reference (“the “Site”); and

WHEREAS, Lessor and Lessee’s predecessor-in-interest, Cingular Wireless LLC, on behalf of Pacific Bell Wireless, Northwest, LLC, entered into a Lease Agreement dated April 4, 2002 (the “Agreement”), pursuant to which Lessor leased to Lessee certain premises, therein described, that that are a portion of the Site (the “Leased Premises”); and

WHEREAS, the Lease Agreement was amended by First Amendment to Lease Agreement between Lessor and Lessee dated May 19, 2006 (the “First Amendment”); and

WHEREAS, Lessor’s redevelopment of the Site requires removal of the water tank on the Site on which Lessee’s Facilities are currently located; and

WHEREAS, pursuant to Notice of Intention Not to Renew delivered by Lessor to Lessee pursuant to Section 1 of the Agreement, the term of the Agreement currently terminates on March 31, 2017; and

WHEREAS, the Parties have determined that an elevated water tank and related structures commonly known as 1.0 MG Mansion Hill Elevated Tank (the “Mansion Hill Tank”) would provide a suitable location for relocation of Lessee’s Facilities currently located on the Leased Premises; and

WHEREAS, to allow the Parties a reasonable period of time to negotiate the terms of a Communications Site Use and License Agreement and, if concluded, for Lessee to relocate its Lessee Facilities onto the Mansion Hill Tank, the Parties desire to amend the Agreement to extend its term, and otherwise in the particulars set forth herein; and

WHEREAS, The term of the Agreement (attached as **Exhibit A** and incorporated herein) shall be extended for a period of seven (7) months, beginning on April 1, 2017 and terminating on October 31, 2017; and

WHEREAS, on or before the Parties’ mutual execution of this Amendment, and as a condition to its effectiveness, Lessee shall pay to Lessor the sum of Ten Thousand Dollars (\$10,000.00), as rent for the Leased Premises during the Extension Period. If required by law, Lessee shall be responsible for payment in accordance with Section 2.3 of the Agreement of the leasehold excise taxes attributable to rent for the extension period.

**HIGHLINE WATER DISTRICT
King County, Washington**


RESOLUTION 17-5-17A

NOW, THEREFORE, BE IT RESOLVED:

1. The Board of Commissioners approves the second amendment to the Lease Agreement between Highline Water District and New Cingular Wireless, PCS, LLC.
2. The General Manager or designee is authorized to execute the second amendment.

ADOPTED BY THE BOARD OF COMMISSIONERS of Highline Water District, King County, Washington, at an open public meeting held this **17th** day of **May 2017**.

BOARD OF COMMISSIONERS



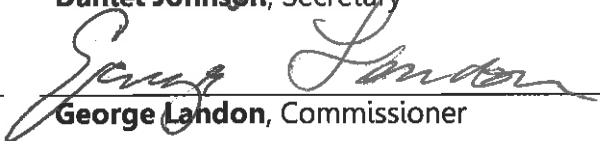
Todd Fultz, President



Daniel Johnson, Secretary



Vince Koester, Commissioner



George London, Commissioner



Kathleen Quong-Vermeire, Commissioner

EXHIBIT A

Market: PNW
Cell Site Number: WA6697
Cell Site Name: Military Road
Fixed Asset Number: 10032283

SECOND AMENDMENT TO LEASE AGREEMENT

THIS SECOND AMENDMENT TO LEASE AGREEMENT (“**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 (“**Lessor**”) and NEW CINGULAR WIRELESS PCS, LLC, a Delaware limited liability company, having its principal place of business at 575 Morosgo Drive, Atlanta, GA 30324 (“**Lessee**”) (individually a “**Party**” and collectively the “**Parties**”).

RECITALS:

A. Lessor is the owner of real property located at 21420 – 31st Avenue S, Seattle, Washington 98198, and legally described in Exhibit A attached hereto and incorporated herein by this reference (“the “**Site**”);

B. Lessor and Lessee’s predecessor-in-interest, Cingular Wireless LLC, on behalf of Pacific Bell Wireless, Northwest, LLC, entered into a Lease Agreement dated April 4, 2002 (the “**Agreement**”), pursuant to which Lessor leased to Lessee certain premises, therein described, that that are a portion of the Site (the “**Leased Premises**”);

C. The Lease Agreement was amended by First Amendment to Lease Agreement between Lessor and Lessee dated May 19, 2006 (the “**First Amendment**”);

D. Lessor’s redevelopment of the Site, consistent with Washington State Department of Transportation plans, requires removal of the water tank on the Site on which Lessee’s Facilities are currently collocated;

E. Pursuant to Notice of Intention Not to Renew delivered by Lessor to Lessee pursuant to Section 1 of the Agreement, the term of the Agreement currently terminates on March 31, 2017;

F. The Parties have determined that an elevated water tank and related structures commonly known as 1.MG Mansion Hill Elevated Tank (the “**Mansion Hill Tank**”) would provide a suitable location for relocation of Lessee’s Facilities currently located on the Leased Premises;

G. To allow the Parties a reasonable period of time to negotiate the terms of a Communications Site Use and License Agreement and, if concluded, for Lessee to relocate its Lessee Facilities onto the Mansion Hill Tank, the Parties desire to amend the Agreement to extend its term, and otherwise in the particulars set forth herein.

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lessor and Lessee agree as follows:

1. **Extension of Term.** The term of the Agreement shall be extended for a period of seven (7) months, beginning on April 1, 2017 and terminating on October 31, 2017 (the “**Extension Period**”).

2. **Extension Period Rent.** On or before the Parties’ mutual execution of this Amendment, and as a condition to its effectiveness, Lessee shall pay to Lessor the sum of Ten Thousand Dollars (\$10,000.00), as rent for the Leased Premises during the Extension Period. If required by law, Lessee shall be responsible for payment in

accordance with Section 2.3 of the Agreement of the leasehold excise taxes attributable to rent for the Extension Period.

3. Temporary Facilities. In order to ensure continued operation of Lessee Facilities during removal or relocation of the same, Lessor shall use commercially reasonable efforts to accommodate any requested use by Lessee of a temporary mobile communications facility at the Site during the Extension Period. The Parties shall cooperate in good faith to identify and plan for installation, operation and removal of such temporary communications facility. Lessee shall be responsible for identifying and obtaining any necessary governmental approvals required for the operation of any such temporary mobile communications facility.

4. Holding Over. If Lessee holds over on the Leased Premises or any portion of the Site after the expiration of the Extension Period, the tenancy shall be month-to-month, subject to the provisions of the Agreement, as amended, which tenancy may be terminated as provided by law; provided, however, that if Lessee, without the prior written consent of Lessor, shall have failed to remove all Lessee Facilities and equipment from the Site and to vacate and surrender the Leased Premises to Lessor on or before the expiration of the Extension Period, then in addition to any other liabilities to Lessor arising therefrom, Lessee agrees to indemnify and hold Lessor harmless from any and all losses and liabilities resulting from such failure.

5. Notices. Section 3 of the First Amendment is hereby deleted in its entirety and replaced with the following provisions:

Notices. 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:

If to Lessee: New Cingular Wireless PCS, LLC
Attn: Network Real Estate Administration
Re: Cell Site #: WA6697
Cell Site Name: Military Road
Fixed Asset #: 10032283
575 Morosgo Drive
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
Fixed Asset #: 10032283
208 S. Akard St.
Dallas, TX 75202-4206

If to Lessor: 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. The copy sent to the Legal Department is an administrative step which alone does not constitute legal notice. Either Party may change its address for notices upon thirty (30) days' prior written notice to the other as provided herein.

6. License Agreement for Mansion Hill Tank. The Parties will use good faith efforts prior to the expiration of the Extension Period to enter into a Communications Site Use and License Agreement for location of Lessee Facilities on the Mansion Hill Tank, but neither Party shall have any liability to the other should such Communications Site Use and License Agreement for any reason not be concluded. Lessee acknowledges that this Amendment is not an agreement to lease space to Lessee on the Mansion Hill Tank, and that only a mutually executed and acknowledged Communications Site Use and License Agreement for any such space shall be binding upon the Parties.

7. Capitalized Terms. All capitalized terms used but not defined herein shall have the same meanings as defined in the Agreement.

8. Recitals. The Recitals are a part of this Amendment.

9. Captions. The captions used herein are solely for the convenience of the Parties and shall not be deemed a part of this Amendment.

10. No Other Modifications. Except as expressly set forth in this Amendment, the Parties' Agreement, as amended by the First Amendment and Lessor's Notice of Intent Not to Renew, shall remain in full force and effect.

11. Counterparts. This Amendment may be executed in identical counterparts, and the counterparts, when taken together, shall constitute one and the same instrument, binding on the Parties, notwithstanding that both Parties are not signatories to the original or same counterpart.

IN WITNESS WHEREOF, the Parties have caused this Amendment to be effective as of the latter of the dates written below.

LESSOR:

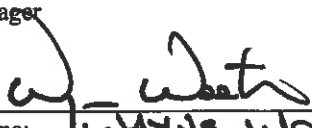
Highline Water District,
a Washington municipal corporation

By: _____
Print Name:
Its: General Manager
Date:

LESSEE:

New Cingular Wireless PCS, LLC,
a Delaware limited liability company

By: AT&T Mobility Corporation
Its: Manager

By: 
Print Name: WAYNE WOODEN
Its: DIRECTOR
Date: 5-5-17

STATE OF WASHINGTON)
)ss.
COUNTY OF KING)

I CERTIFY that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute this instrument and acknowledged it as the General Manager of HIGHLINE WATER DISTRICT, a Washington special purpose municipal corporation, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: _____

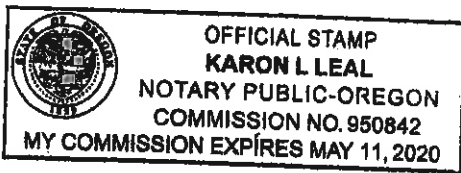
(Print name)
NOTARY PUBLIC in and for the
State of Washington, residing at

My appointment expires: _____

STATE OF OREGON)
)ss.
COUNTY OF WASHINGTON)

I CERTIFY that I know or have satisfactory evidence that WAYNE WOOTEN is the person who appeared before me, and said person acknowledged that s/he signed this instrument, on oath stated that s/he was authorized to execute this instrument and acknowledged it as the DIRECTOR _____, of AT&T Mobility Corporation, a Delaware corporation, Manager of New Cingular Wireless PCS, LLC, a Delaware limited liability company, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: 5/5/17



K L Leal

KARON L LEAL
(Print name)
NOTARY PUBLIC in and for the
State of OREGON, residing at
OREGON
My appointment expires: 5-11-2020

**EXHIBIT A
LEGAL DESCRIPTION**

Site Name: Military Road

Site LD.: WA697-01

Site situated in the County of King, State of Washington commonly described as follows:

Legal Description:

LEGAL DESCRIPTION OF LESSOR'S PROPERTY

The North 396 feet of the West $\frac{1}{4}$ 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 $\frac{1}{4}$;

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. And;

That portion of the East half of the East half of the Southeast quarter of the Southeast quarter of the Northeast quarter of Section 9, Township 22 North, Range 4 East, W.M., records of King County Washington, lying Westerly of Primary State Highway No. 1 as conveyed to the State of Washington by deed recorded under Recording No. 5362599.

EXCEPT the North 246.50 feet thereof.

AND EXCEPT any portion lying within Primary State Highway No. 1 (Interstate 5).

Agenda Item No.: 5.1
Agenda Date: 5/17/17
Reviewed By: [Signature] M.E.

Subject: Authorize Amendment #2 – 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>
						Excludes sales tax

ATTACHMENTS:

1. Resolution 17-5-17A
2. Exhibit A – Second Amendment to Lease Agreement

COMMENTS:

The District's redevelopment of the Site requires removal of the water tank on the Site on which Lessee's Facilities are currently located.

The District and New Cingular Wireless PCS, LLC have determined that an elevated water tank and related structures commonly known as the 1.0 MG Mansion Hill Elevated Tank would provide a suitable location for relocation of Lessee's Facilities currently located on the Leased Premises.

To allow the Parties a reasonable period of time to negotiate the terms of a Communications Site Use and License Agreement and, if concluded, for Lessee to relocate its Lessee Facilities onto the Mansion Hill Tank, the Parties desire to amend the Agreement to extend its term, and otherwise in the particulars set forth herein.

The term of the Agreement (attached as **Exhibit A** and incorporated herein) shall be extended for a period of seven (7) months, beginning on April 1, 2017 and terminating on October 31, 2017.

On or before the Parties' mutual execution of this Amendment, and as a condition to its effectiveness, Lessee shall pay to Lessor the sum of Ten Thousand Dollars (\$10,000.00), as rent for the Leased Premises during the Extension Period. If required by law, Lessee shall be responsible for payment in accordance with Section 2.3 of the Agreement of the leasehold excise taxes attributable to rent for the extension period.