HIGHLINE WATER DISTRICT
King County, Washington

RESOLUTION 18-3-21B

RESOLUTION AUTHORIZING AMENDMENT NO. 1 TO COMMUNICATIONS SITE USE
AND LICENSE AGREEMENT BY AND BETWEEN HIGHLINE WATER DISTRICT
(“LICENSOR”) AND SPRINT SPECTRUM REALTY COMPANY, LLC (“LICENSEE”) –
NORTH HILL TANK SITE – 505 S 208TH ST, DES MOINES, WASHINGTON

WHEREAS, District and Licensee entered into a Communications Site Use and License
Agreement effective April 1, 2016 (the “License 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 505 S 208th Street,
Des Moines, 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 License Agreement permitted Licensee to
install, maintain, operate and repair on a portion of the top surface (the “License Area”) of
the District’s North Hill Tank (the “Reservoir”) not more than three antenna skids with
existing cellular equipment, together with associated cables and equipment, as depicted,
configured and inventoried on Exhibit D to the License 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 License Agreement; and

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

WHEREAS, the current Base Rent payable under the License Agreement is Thirty-One
Thousand Fifty Dollars ($31,050.00) per year; and

WHEREAS, District is willing to consent to the amendment of Section 1.b of the License
Agreement to provide for and allow the Expanded Use on the terms and conditions set
forth, on the condition that Section 2.b of the License Agreement be amended to provide
for the payment of adjusted Base Rent of $2,925.00 annually by the Licensee to the District
for the Expanded Use and pay a lump cost of $2,500.00 for amendment fee.
HIGHLINE WATER DISTRICT  
King County, Washington  

RESOLUTION 18-3-21B  

NOW, THEREFORE, BE IT RESOLVED:  

1. The Board of Commissioners approves Amendment No. 1 to Communications Site Use and License Agreement between Highline Water District and Sprint Spectrum Realty Company, LLC, Attachment-1, incorporated herein by this reference.  

2. The General Manager or designee is authorized to execute Amendment-1.  

3. The General Manager and/or the District’s Legal Counsel are authorized to make minor changes to Amendment No. 1 if required.  

ADOPTED BY THE BOARD OF COMMISSIONERS of Highline Water District, King County, Washington, at an open public meeting held this 21st day of March 2018.  

BOARD OF COMMISSIONERS  

Daniel Johnson, President  

Kathleen Quong-Vermeire, Secretary  

Todd Fultz, Commissioner  

Vince Köester, Commissioner  

George Landon, 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 SPRINT SPECTRUM REALTY COMPANY, LLC, a Delaware limited liability company, successor-in-interest to Sprint Spectrum L.P., a Delaware limited partnership, having its principal place of business at 6391 Sprint Parkway, Overland Park, KS 66251-2650 ("Licensee") (individually a "Party" and collectively the "Parties").

WHEREAS, District and Licensee entered into a Communications Site Use and License Agreement effective April 1, 2016 (the "License 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 505 S 208th Street, Des Moines, 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 License Agreement permitted Licensee to install, maintain, operate and repair on a portion of the top surface (the "License Area") of the District’s North Hill Tank (the "Reservoir") not more than three antenna skids with existing cellular equipment, together with associated cables and equipment, as depicted, configured and inventoried on Exhibit D to the License 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 License Agreement; and

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

WHEREAS, the current Base Rent payable under the License Agreement is Thirty-One Thousand Fifty Dollars ($31,050.00) per year; and

WHEREAS, District is willing to consent to the amendment of Section 1.b of the License 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 License 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 License Agreement and Exhibit C thereto relating to the description of the area of the License Area and/or the use of the License
Area, and Exhibit D to the License Agreement, Licensee's Equipment, are hereby further amended as set forth on Exhibit B-1 hereto. Exhibit B-1 supplements Section 1.b, Exhibit B, Exhibit C and Exhibit D to the License Agreement, and shall not be deemed to supersede or otherwise modify Section 1.b, Exhibit B, Exhibit C, Exhibit D or any part thereof except to the extent specifically set forth in Exhibit B-1.

2. **Rent.** Section 2 of the License 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 License Agreement as of the Effective Date shall be increased from $31,050.00 by the sum of Two Thousand Nine Hundred Twenty Five Dollars ($2,925.00) to the amount of Thirty-Three Thousand Nine Hundred Seventy-Five Dollars ($33,975.00) ("Adjusted Base Rent"), and Licensee shall pay District, within thirty (30) days of the Effective Date of this Amendment, the difference in the Base Rent paid by Licensee prior to this Amendment and the Adjusted Base Rent, prorated on a daily basis at the rate of Eight and 01/100 Dollars ($8.01) from the Effective Date through March 31, 2018, the date immediately prior to the day the Base Rent is next due and payable. Effective April 1, 2018, pursuant to Section 2.b of the License Agreement, the Base Rent shall be adjusted to Thirty Five Thousand One Hundred Sixty Four and 13/100 Dollars ($35,164.13). Thereafter, the Base Rent shall be periodically adjusted during the term of and as provided in the License Agreement.

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

   SPRINT SPECTRUM REALTY COMPANY, LLC  
   c/o Sprint Property Services  
   Sprint Site ID: SE03XC403  
   Mailstop KSOPHT0101-Z2650  
   6391 Sprint Parkway  
   Overland Park, Kansas 66251-2650  

   With a copy to:  
   
   Sprint Law Department  
   Attn: Real Estate Attorney  
   Sprint Site ID: SE03XC403  
   Mailstop KSOPHT0101-Z2020  
   Attn: Real Estate Attorney  
   6391 Sprint Parkway  
   Overland Park, Kansas 66251-2020

4. **Reaffirmation; Intention to be Bound.** Except as expressly amended by this Amendment, each and every term, condition and agreement contained in the License Agreement shall remain in full force and effect. The Parties reaffirm that the representations and warranties made by each Party in the License 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 License 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 License Agreement.

6. **Amendment Fee.** In consideration of the District's agreement to amend the License Agreement as provided herein, within thirty (30) days of the Effective Date 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 a one-time payment 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: ___________________________  By: ___________________________
Name: __________________________ Name: ___________________________
Title: __________________________ Title: ___________________________
Date: __________________________ Date: ___________________________

LICENSEE:

SPRINT SPECTRUM REALTY COMPANY, LLC,
a Delaware limited liability company

By: ___________________________  By: ___________________________
Name: __________________________ Name: ___________________________
Title: __________________________ Title: ___________________________
Date: __________________________ Date: ___________________________
DISTRICT ACKNOWLEDGEMENT

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 the instrument and acknowledged it as the General Manager of **Highline Water District**, a Washington municipal corporation, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: ________________________________

Notary Seal

(Signature of Notary)

(Legibly Print or Stamp Name of Notary)
Notary Public in and for the State of Washington
My appointment expires: __________________

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LICENSEE ACKNOWLEDGEMENT

STATE OF _______________ )
COUNTY OF _______________ )  SS.

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 the
instrument and acknowledged it as the____________________ of Sprint Spectrum Realty
Company, 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: ______________________

_______________________________
(Signature of Notary)

_______________________________
(Legibly Print or Stamp Name of Notary)
Notary Public in and for the State of ___________
My Commission expires: ________________________
EXHIBIT A

Amendment No. 1 to Communications Site Use and License Agreement

Legal Description

Lots 1 through 8, inclusive, Block 93, and Lots 1 through 8, inclusive, Block 94, all in Southern Pacific Land Company’s Second Addition to Des Moines, according to the plat thereof recorded in Volume 4 of Plats, page 49, records of King County, Washington.
EXHIBIT B-1

Amendment No. 1 to Communications Site Use and License Agreement

Description and Depiction of Expanded Use
Subject: Authorize Amendment No. 1 – Communications Site Use and License Agreement
Sprint Spectrum Realty Company, LLC “Licensee
North Hill Tank Site – 505 S 208th St, Des Moines, WA

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ATTACHMENTS:
1. Resolution 18-3-21B
2. Attachment-1: Amendment No. 1 with Exhibits

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 License Agreement.

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

The current Base Rent payable under the License Agreement is Thirty-One Thousand Fifty Dollars ($31,050.00) per year.

District is willing to consent to the amendment of Section 1.b of the License Agreement to provide for and allow the Expanded Use on the terms and conditions set forth, on the condition that Section 2.b of the License Agreement be amended to provide for the payment of adjusted Base Rent of $2,925.00 annually by the Licensee to the District for the Expanded Use and pay a lump cost of $2,500.00 for amendment fee.