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 C	COMMISSIONERS
Sul Jim	Kathle Pan- Vernence
Daniel Johnson, President	Kathleen Quong-Vermeire, Secretary
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Todd Fultz, Commissioner	Vince Koester, 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

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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:	LICENSEE:
HIGHLINE WATER DISTRICT, a Washington municipal corporation	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)
acknowledged that he signed instrument and acknowledged municipal corporation, to be the in the instrument.	I know or have satisfactory evidence that is the person who appeared before me, and said person this instrument, on oath stated that he was authorized to execute the it as the General Manager of Highline Water District , a Washington e free and voluntary act of such party for the uses and purposes mentioned
Notary Seal	(Signature of Notary)
	(Legibly Print or Stamp Name of Notary) Notary Public in and for the State of Washington My appointment expires:

LICENSEE ACKNOWLEDGEMENT

STATE OF)
COUNTY OF) SS.)
I certify that I know or have	
	is the person who appeared before me, and said
	I this instrument, on oath stated that he was authorized to execute the
instrument and acknowledged it as t	
	d liability company, 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
	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

Agenda Item No.: 5.1
Agenda Date: 03/21/18
Reviewed By:

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

CATEGORY			
Executive			
Administrative	х		
Engineering/Operations	х		

	FINANCIAL	
Expenditures?	Yes No N/A x	
Budgeted?	Yes No N/A x	
	Estimated Amount: \$Excludes sales tax	

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.

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NORMANDY PARK

CASCADE#: SE03XC403 **WATER TOWER**

> **NO ADDRESS ASSIGNED**

CITY OF DES MOINES LATITUDE: 47° 24' 56,76" N (47,415766)

LONGITUDE: 122° 19' 41.48" W (-122,328188)

PNW MARKET



CALL before you dig.

CALL AT LEAST TWO WORKING DAYS BEFORE YOU DIG

WASHINGTON STATE CODE COMPLIANCE:

ALL WORK AND MATERIALS SHALL BE PREFORMED AND INSTALLED IN ACCORDANCE WITH THE CURRENT EDITIONS OF THE FOLLOWING CODES AS ADOPTED BY THE LOCAL GOVERNING AUTHORITIES. NOTHING IN THESE PLANS IS TO BE CONSTRUCTED TO PERMIT WORK NOT CONFORMING TO THESE CODES. THE WASHINGTON STATE BUILDING CODE IS COMPRISED OF THE MODEL CODE EDITIONS BELOW WITH WASHINGTON STATE AMENDMENTS:

- 2015 INTERNATIONAL BUILDING CODE 2015 INTERNATIONAL RESIDENTIAL CODE 2015 INTERNATIONAL MECHANIGAL CODE 2015 INTERNATIONAL FIRE CODE

FCC NOTE:

ITIES WIRELESS COMMUNICATION FACILITY COMPLIES WITH FEDERAL STANDARDS FOR RADIO FREQUENCY IN ACCORDANCE WITH THE TELECOMMUNICATION ACT OF 1896 AND SUBSEQUENT AMENDMENTS AND ANY OTHER REGUIREMENTS DIPOSED BY STATE OR FEDERAL REGULATORY AGENCIES.

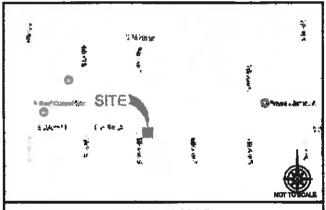
CODE BLOCK

APPROVAL	SIGNATURE			
SITE ACQUISITION MAKAGER				
CONSTRUCTION MANAGER				
AAE MANAGER				
PLANNING CONSULTANT				
RF MANAGER				
RF EXCINEER				
PROPERTY				
SPRINT REPRESENTATIVE				
AAV MANAGER				

SIGNATURE BLOCK



AREA MAP



VICINITY MAP

SPRINT PROPOSES TO MODEY AN EXISTING USUALIMED TELECORINUM CATIONS FACULTY, THE PROJECT COMMETS OF:

- REMOVE (3) EXISTING PANEL ANTENNAS & REPLACE WITH NEW (3) PANEL ANTENNAS
- INSTALL OF MEW (BOX) RRUG
- -INSTALL (3) NEW POWER CYLINDERS
- -INSTALL (5) NEW FISER CYLINDERS

PROJECT DESCRIPTION

STARTHIG FROM BYAYTLE-YAGOMA INTERNATIONAL ARPORT:

- 1. HEAD SOUTHEAST ON AIRPORT EXPRESSMAY TOWARD DEPARTURES DR
- 2. KEEP LEFT TO DONTINUE TOWARD ARRIVALS DR 8. CONTINUE ONTO ARRIVALS DR
- 4. BLIGHT RIGHT TO STAY ON ARRIVALS DR
- IL THRN RIGHT ONTO ROTERNATIONAL REVOYENCES HAVE
- 8. TURN RIGHT ONTO 8 188TH ST 7. TURN LEFT ONTO DES MONES MEMORIAL DR

- B. TURN RIGHT OMTO 8 208TH ST

DRIVING DIRECTIONS

SOUTHERN PACILD CO 2ND DES MORIES

LEGAL DESCRIPTION

ENGINEER: TECHNOLOGY ASSOCIATES 600 SOUTH ORCAS STREET ST-103 SEATTLE, WA 80108 CONTACT: VI.AD DIAGONU

SITE ACQUISITION PROJECT MANAGER: TECHNOLOGY ASSOCIATES 600 SOLITH ORCAS STREET ST-403 SEATULE, WA SHOO CONTACT: BARB CHANEY PHONE: (200)81 0-0477

CONSTRUCTION MANAGER:

CONTACT: MARK WEAVER

RF MANAGER:

CONTACT: BOOTT GERETS PHONE: (426) 276-7681

PROJECT TEAM

SHEET INDEX

DESCRIPTION:

BHEET NO

T-1

T-2

T-3

A-2

A-3

A-4

A-6 **Q-1**

G-2

TITLE SHEET **GENERAL NOTES**

GENERAL NOTES

ANTENNA PLANS

GROUNDING PLAN

GROUNDING DETAILS

ELEVATIONS

ELEVATIONS

DETAILS

OVERALL SITE PLAN

APPLICANT:
TECHNOLOGY ASSOCIATES ON BEHALF OF SPRINT CONTACT, MEDIHAN HOWEY
REAL ESTATE SPECIAL SET II
PHONE: (415) 864-80x7 EX.T. 1915

PROPERTY INFORMATION: PROPERTY/WATER TANK OWNER

ZEMING CLASSIFICATION: CONSTRUCTION TYPE: OCCUPANCY:

JURISDICTION: CURRENT USE: PROPOSED USE:

CITY OF DES MOINES UNMARKED WIRELESS TELECOMMUNICATIONS FACILITY UNMARKED WIRELESS TELECOMMUNICATIONS FACILITY

PROJECT SUMMARY

PARCEL NUMBER(S):



PLANS PREPARED BY:



PNW MARKET OFFICE 650 SOUTH ORCAS STREET #R-103 SEATTLE, WA 98108

PROPRIETARY INFORMATION

PROJECT INFORMATION:

NORMANDY PARK

SE03XC403 **NO ADDRESS** ASSIGNED

REVISIONS

REV.	DATE	DESCRIPTION	B
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TITLE SHEET

DISCLAIMER

THESE DRAWINGS WERE PRODUCED WITHOUT THE BENEFIT OF A CURRENT LAND SURVEY AND A RECENT SITE WALK ALL PROPERTY LINES, EASIENTER, AND SETBACKS BRIALL BE VERNIED PRIOR TO START OF CONSTRUCTION. TAKE DOES NOT CURRANTEE THE ACCURACY OF SAID PROPERTY LINES, EASEMENTS, ROADS AND SETBACKS.



PLANS PREPARED BY:



PNW MARKET OFFICE 650 SOUTH ORCAS STREET #R-103 SEATTLE, WA 96108

PROJECT INFORMATION:

NORMANDY PARK

SE03XC403 NO ADDRESS ASSIGNED

REVISIONS

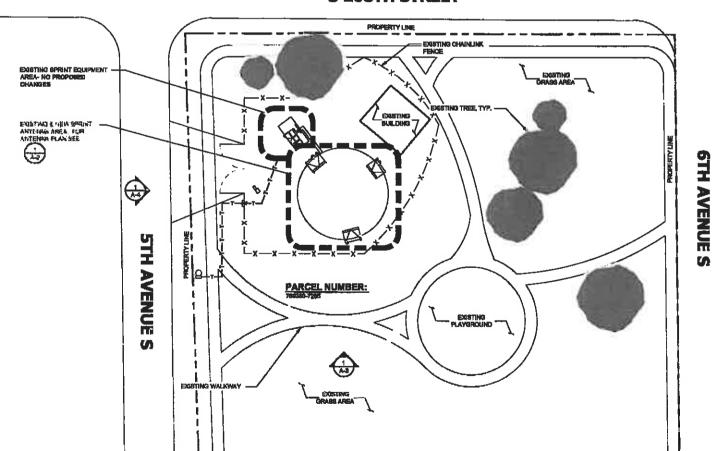
REV.	DATE	DESCRIPTION	BY
Α	09/13/2017	IBBUED FOR 90% CD REVIEW	E8
a	08/20/2017	ISSUED FOR 100% CD REVIEW	XS
1	02/20/2018	REPLACED IN THE PROPERTY OF T	CHES
2	03/13/2018	189UED FOR 100% CD	CMB



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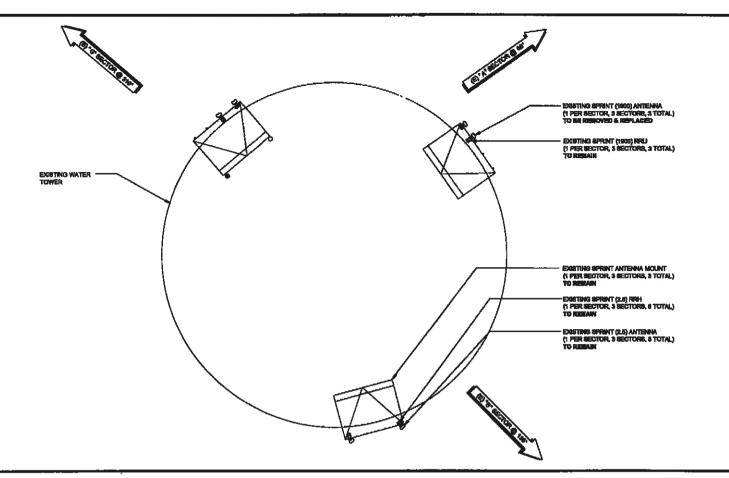
OVERALL SITE PLAN

S 208TH STREET



OVERALL SITE PLAN

40" 0 20" 40" SCALE: 1"=40"0" (MEN)
(OR) 1/2"=40"0" (11:17)





PLANS PREPARED BY:



PNW MARKET OFFICE 560 SOUTH ORCAS STREET #R-103 SEATILE, WA 98108

PROPRIETARY INFORMATION

THE DESCRIMATION CONTAINED IN THIS CITY OF CRAIMINGS IN PROPRIETARY & CONFIDENTIAL TO SPRINT ANY USE OR DISCLOSURE CITYER THAN

PROJECT INFORMATION:

NORMANDY PARK

SE03XC403 NO ADDRESS ASSIGNED

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1	02/26/2016	RRH REVISION	CMB		
2	09/19/2019	ISSUED FOR 199% CD	CMB		
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ANTENNA PLANS

HEET NUMBER:

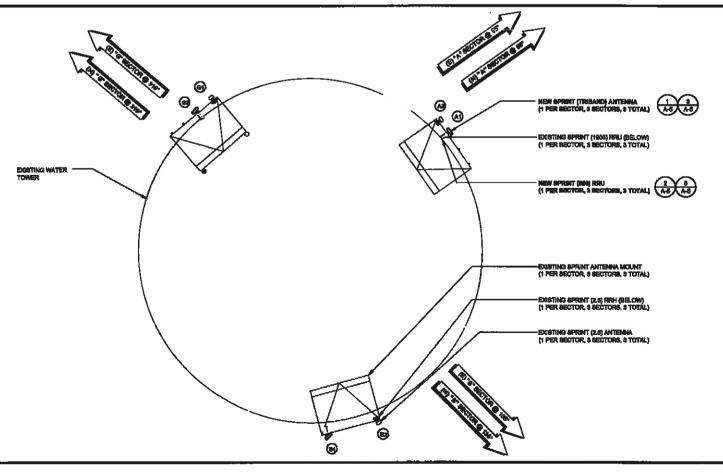
A-2

EXISTING ANTENNA PLAN

ANTENNA AND TRANSMISSION CABLE REQUIREMENT							
		ANTIENNA CL /	ANTENNA TRANSMISSION CABLE			DOM GABILE	
SECTOR	ANTENNA TYPE	AZMUTH	HEIGHT	MODEL NO.	QTY.	LENGTH	TYPE
Ø	NEW (TRUAND) ARTENNA, IDUSTING (1800) RRU AND NEW (200) RRU	=	100'	Michweldin Iom	•	•	-
@	EXCEPTING (2.5) ANTERNA & HURT (3.5) PORTIONS		105	NO CHANGE			
®	NEW (TRIBAKO) ANTENNA, EXISTING (1800) RRU AND NEW (201) RRU	125*	100"	IÇAV ITORAGE.1540	•		
(B)	ESCUTING (2.5) ANTENNA & ESCUTING (2.5) RRH		100"	NO CHANGE			
9	EDGETSHO (2.6) ANTERNA, NEW (2004) PARU & EDGETSHO (2.6) RAH		tes.	NO CHANGE			
(a)	EXCEPTING (2.5) ANTERNA & CONTROL (2.5) RRH	310"	100	ELCON breakting	-	-	-

MOTE TO CONTRACTOR:

- ANTENNA CLEARANCE AND MOUNTING TO BE FIELD VERIFIED PRIOR TO CONSTRUCTION WITH FINAL ANTENNA SPECIFICATIONS, MOUNTING HARDWARE, AND RF DESIGN, ANTENNA PRE MOUNT MODIFICATION MAY BE REQUIRED.
- 2. ***FIELD VERGEY ENGATIONS FINAL SPRINT ENTITLED EDURMARENT LOCATIONS. FINAL SPRINT ENTITLED CONFIGURATION IS. (2) ENGATE AND (3) ETCH-4964. (3) FAMILE, (3) FOWER AND (3) FINES OF LIGHT (3) RINH-4 1364/2 RRU, (9) 800 EHZ FREU, AND (3) FIRSH-479 RRU.
- 3. INSTALLERS TO VERIFY LATEST RF DATA SHEET & PLUMBING / WITING DIAGRAMS, PRIOR TO RISTALLATION.
- C. INSTALLERS TO VERIFY ALL PIPES ARE S' IN DIAMETER.
- 5. DISTALL NEW JUMPERS TO CONNECT THE EQUITING 1900MHZ RIPLI AND 2.5 RIPLI TO THE NEW TRESAND ANTENNA
- 8. (3) NEW POWER CYLINDER AND (5) NEW REER CYLINDERS
- 7. DECOMMISSION EXISTING 2.5 ANTENNAS

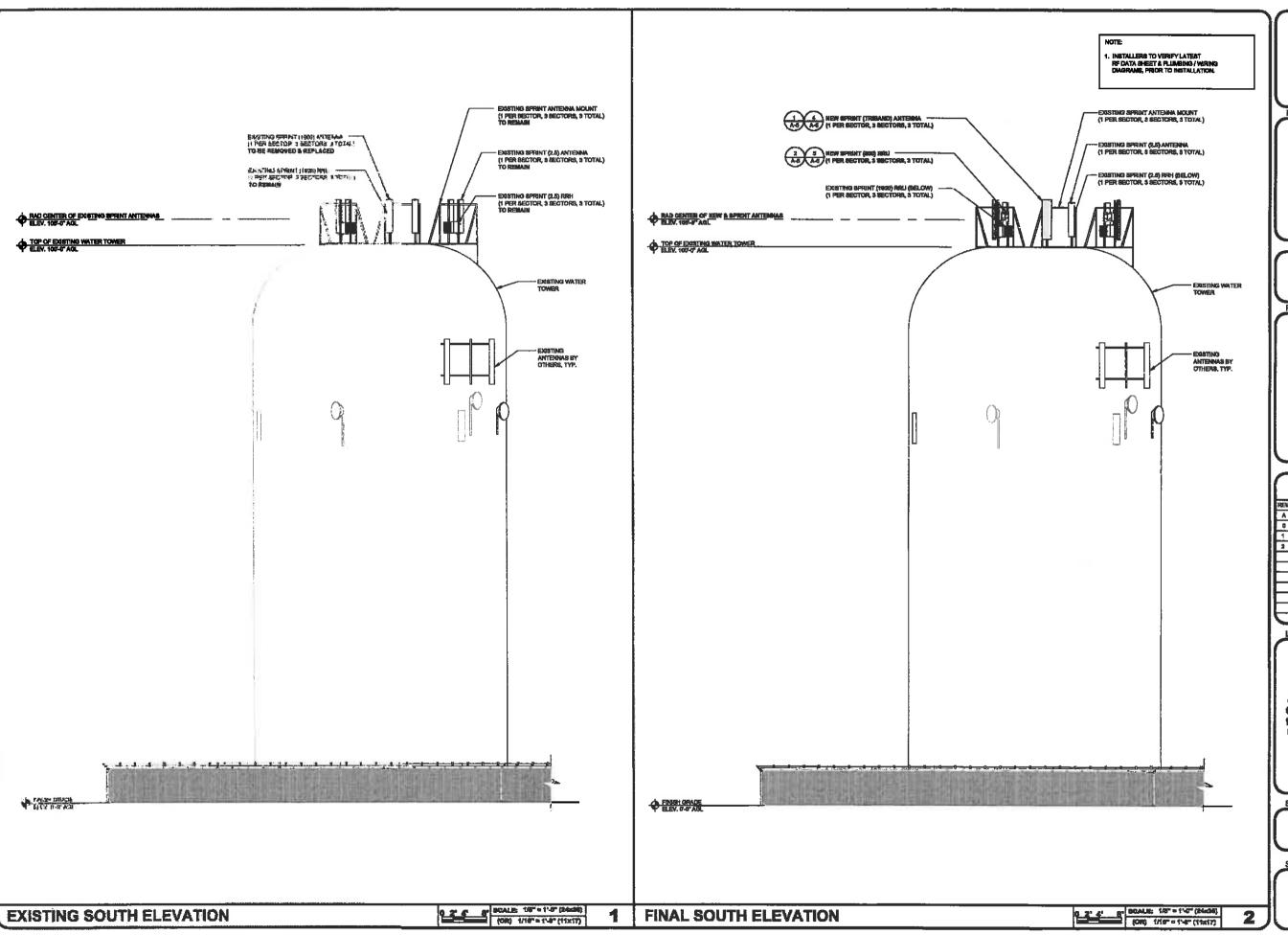


FINAL ANTENNA PLAN

(CR) 3/80" = 1'-0" (24:30)

(OR) 804" = 1-0" (15x17)

2





PLANS PREPARED BY:



PNW MARKET OFFICE 850 SOUTH ORCAS STREET #R-103 SEATTLE, WA 98108

PROPRIETARY INFORMATION

THE INFORMATION CONTAINED IN THIS BET OF DEVIATION IN PROPERTIES A CONTINUENTIAL TO SERVICE AND USE ON BIOLOGUE CONTINUENTIAL AND THE ATTE TO RECORD IN STREET, ADDRESS.

PROJECT INFORMATION:

NORMANDY PARK

SE03XC403 NC ADDRESS ASSIGNED

REVISIONS

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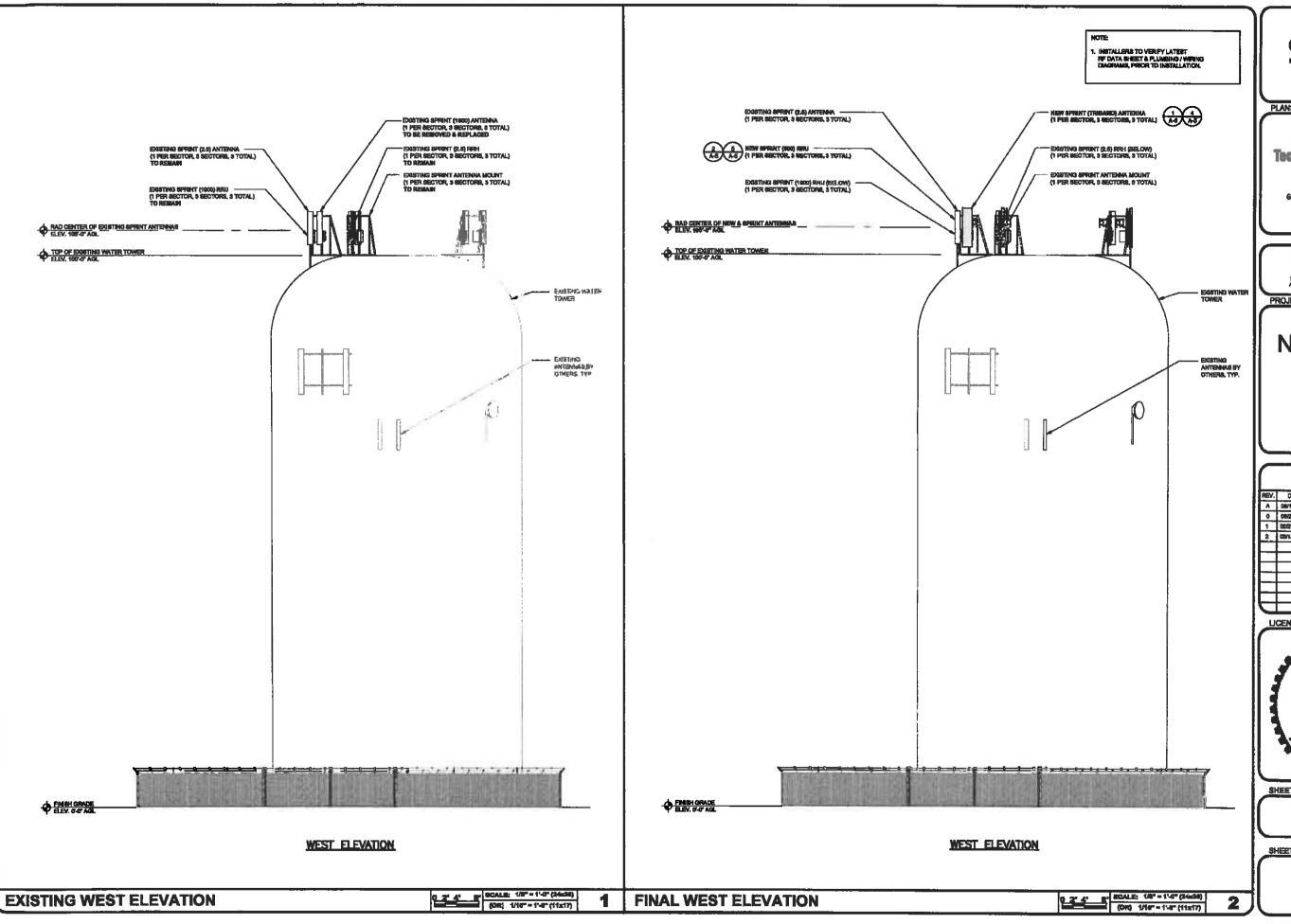


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ELEVATIONS

SHEET NUMBER

A-3





PLANS PREPARED BY:



PNW MARKET OFFICE 650 SOUTH ORCAS STREET #R-103 SEATTLE, WA 96108

PROPRIETARY INFORMATION

PROJECT INFORMATION:

NORMANDY PARK

SE03XC403 NO ADDRESS **ASSIGNED**

REVISIONS

REV.	DATE	DESCRIPTION	BY	
A	D8/13/2017	ISSUED FOR 90% CD REVIEW	ES	
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1	02/26/2018	RRH REVISION	CMB	
2	03/13/2018	188UED FOR 199% CD	CMB	
			Т	

LICENSURE:



SHEET TITLE-

ELEVATIONS

