

**HIGHLINE WATER DISTRICT
KING COUNTY, WASHINGTON**

RESOLUTION 20-8-25A

RESOLUTION AUTHORIZING COMMUNICATIONS SITE USE AND LICENSE AGREEMENT WITH NEW CINGULAR WIRELESS PCS, LLC, AT THE DISTRICT'S BOW LAKE TANK SITE – 4226 S 176th STREET, SEATAC, WA

WHEREAS, the District owns certain real property located at 4226 S. 176th Street, SeaTac, King County, Washington 98188 legally described in Exhibit A attached (the "Property"), on which it operates an elevated water tank and related structures known as the Bow Lake Tank; and

WHEREAS, the District, as Lessor, and Licensee, as Lessee, entered into that certain Site Lease Agreement dated November 25, 2008 (the "Prior Lease"), a true and correct copy of which is attached as Exhibit B hereto, pursuant to which Licensee installed certain shelter and related antenna and other fixtures (the "Existing Facilities") on portions of the Reservoir sides and top, and a portion of the "footprint" or reasonable perimeter thereof, as described in Exhibit B to the Prior Lease; and

WHEREAS, the initial term of this Agreement shall be ten (10) years (the "Initial Term"), commencing on April 1, 2020 (the "Commencement Date") and terminating on March 31, 2030 (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, 2045; and

WHEREAS, Licensee desires to increase the area of the Reservoir top and/or sides on which Licensee's Existing Facilities and additional and/or replacement equipment may be placed; and

WHEREAS, District is willing to consent to an increase in the area of the Reservoir's top and/or sides on which Licensee's Existing Facilities may be placed, and to the placement of additional equipment on the Property, provided that the Prior Lease be replaced and superseded in its entirety by this Agreement; and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 8/25/20. Public notices were published in the Westside Seattle on 7/31/20 and 8/7/20; and

WHEREAS, the amount of Base Rent for the period commencing April 1, 2020 through March 31, 2021 shall be Thirty-Three Thousand Two Hundred Sixty-One and 54/100 (\$33,261.54) per year. Commencing April 1, 2021, 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.

**HIGHLINE WATER DISTRICT
KING COUNTY, WASHINGTON**

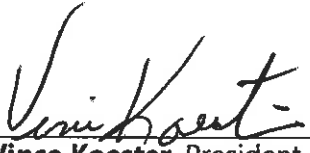
RESOLUTION 20-8-25A

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 with New Cingular Wireless PCS, LLC, as outlined in Attachment-1 (incorporated herein by this reference).
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 **25th** day of **August 2020**.

BOARD OF COMMISSIONERS



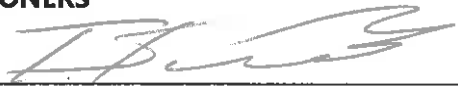
Vince Koester, President



Polly Daigle, Commissioner



Kathleen Quong-Vermeire, Commissioner



Todd Fultz, Secretary



Daniel Johnson, 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 1025 Lenox Park Blvd NE, 3rd Floor, Atlanta, GA 30319 (“Licensee”) (individually a “Party” and collectively the “Parties”).

RECITALS:

A. The District owns certain real property located at 4226 S. 176th Street, SeaTac, King County, Washington 98188 legally described in **Exhibit A** attached (the “Property”), on which it operates an elevated water tank and related structures known as the Bow Lake Tank (the “Reservoir”).

B. The District, as Lessor, and Licensee, as Lessee, entered into that certain Site Lease Agreement dated November 25, 2008 (the “Prior Lease”), a true and correct copy of which is attached as **Exhibit B** hereto, pursuant to which Licensee installed certain shelter and related antenna and other fixtures (the “Existing Facilities”) on portions of the Reservoir sides and top, and a portion of the “footprint” or reasonable perimeter thereof, as described in Exhibit B to the Prior Lease.

C. Licensee desires to increase the area of the Reservoir top and/or sides on which Licensee’s Existing Facilities and additional and/or replacement equipment may be placed.

D. District is willing to consent to an increase in the area of the Reservoir’s top and/or sides on which Licensee’s Existing Facilities may be placed, and to the placement of additional equipment on the Property, provided that the Prior Lease be replaced and superseded in its entirety by this Agreement.

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

1. Use Agreement and License.

a. Premises. District hereby authorizes Licensee to use, for the duration of this Agreement, that approximately 7’ by 17’ portion of the Property, totaling approximately one-hundred and nineteen (119) square feet, as depicted on **Exhibit C** 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. License for Reservoir. 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 D** hereto (the “License Area”) certain arrays, antennae, fixtures and equipment, as depicted, configured and inventoried on **Exhibit E** hereto (Licensee’s “Equipment”).

c. License for Access. District hereby grants to Licensee for the duration of this Agreement, a non-exclusive license for access from S. 176th Street 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. Use of the Premises and License Area. 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. Coordination with Other Users or Licenses. 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. Improvements. 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 E** 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 E**, 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.

g. 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 E** 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. Identification. 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.

j. 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. Signs. 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. Base Rent Payment. 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. Annual Base Rent Amount. The amount of Base Rent for the period commencing April 1, 2020 through March 31, 2021 shall be Thirty-Three Thousand Two Hundred Sixty-One and 54/100 (\$33,261.54) per year. Commencing April 1, 2021, 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. Utility Charge. 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 Five Thousand Dollars (\$5,000.00) 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. Site Entry Fees and Other Charges. 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. Fines and Penalties. 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 **Exhibit E** 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. Term of Agreement.

The Parties hereby agree that the Prior Lease shall be deemed terminated effective as of 11:59 p.m. on March 31, 2020 (the "Prior Lease Termination Date"), as if such date were originally set forth as the termination date in the Prior Lease. Licensee shall remain liable for all rent and any other charges payable under the Prior Lease for the period up to and including the Prior Lease Termination Date, even if such sums are billed subsequent to the Prior Lease Termination Date, and for all other obligations arising under the prior Lease for the period up to and including the Prior Lease Termination Date. The termination of the Prior Lease shall be effective without further documentation.

The initial term of this Agreement shall be ten (10) years (the "Initial Term"), commencing on April 1, 2020 (the "Commencement Date") and terminating on March 31, 2030 (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, 2045.

4. Security Deposit.

Licensee shall deposit with District, on or before the Effective Date, the sum of Thirty-Three Thousand Two Hundred Sixty-One and 54/100 Dollars (\$33,261.54) (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 does not represent or warrant noninterference with Licensee's communications operations by any other user, and is in no 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. If, however, the equipment of any other licensee or lessee 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, 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 under this Agreement. 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. 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 users 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.

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 forty-five (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. Default by District; Termination by Licensee.

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. Default by Licensee; Termination by District; Remedies.

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 F**, 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, and by providing at least sixty (60) days prior written notice to Licensee. 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. (or its successors) 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," the deductible or self-insurance retention 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 F** 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 of 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 with respect to the limits of insurance and 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 with limits of \$2,000,000.00 for each employee for disease or accident, and as evidence of such insurance, shall furnish District with an ACORD form certificate of insurance or, with respect to the deductible or self-insurance retention portion of Licensee's insurance, Licensee's form of self-insurance. Licensee shall file with District, for District's approval, an ACORD form Certificate of Insurance (with required 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 limitation of any other remedies available to District hereunder or at law or in equity, (a) the

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

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 G** 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 #: SS01
Cell Site Name: Seatac Airport (WA)
Fixed Asset No.: 10097912
1025 Lenox Park Blvd. NE, 3rd Floor
Atlanta, GA 30319

With a copy to: New Cingular Wireless PCS, LLC
Attn: Legal Department
Re: Cell Site #: SS01
Cell Site Name: Seatac Airport (WA)
Fixed Asset No.: 10097912
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 maintain, on a 24-hour basis, a working telephone number so as to enable District to reach a live contact person responsible for communications regarding Licensee's maintenance and construction matters 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 other work to be performed on the Site, whether by Licensee or its vendors, contractors or agents. The current 24-hour telephone number is (800) 832-6662. Licensee agrees to provide District with reasonable prior notice of any change in such 24-hour telephone 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. Interpretation. 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. Captions. The captions of this Agreement are provided for convenience only and shall not be used in construing its meaning.

33. Time of the Essence. 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.

35. Counterparts. 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.

[Signature page follows]

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

“DISTRICT”:


HIGHLINE WATER DISTRICT,
a Washington municipal corporation

By: _____
Its General Manager

“LICENSEE”:

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

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

By: 
Print Name: WAYNE WOOTEN
Its: DIRECTOR

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: _____

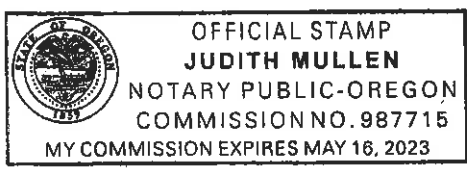
(Print name)
NOTARY PUBLIC in and for the
State of Washington, residing at

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: 5/15/20



Judith Mullen
Judith Mullen
(Print name)
NOTARY PUBLIC in and for the
State of Oregon, residing at
Tualatin
My appointment expires: 5/16/2023

EXHIBIT A

LEGAL DESCRIPTION OF REAL PROPERTY

THAT PORTION OF VACATED LOTS 1, 2, 3, 4 AND THE NORTH 10 FEET OF VACATED LOT 3, McMILLANS 1ST BOW LAKE ADDITION , AS RECORDED IN VOLUME 43 OF PLATS, PAGE 28, RECORDS OF KING COUNTY, WASHINGTON, LYING EASTERLY OF A LINE RUNNING FROM A POINT 83.86 FEET WEST OF THE NORTHEAST CORNER OF SAID LOT 1 TO A POINT 10 FEET SOUTH AND 82.85 FEET WEST OF THE NORTHEAST CORNER OF SAID LOT 5,

TOGETHER WITH:

VACATED LOTS 17, 18, 19, 20 AND THE NORTH 10 FEET OF VACATED LOT 16 OF SAID McMILLAN'S 1ST BOW LAKE ADDITION.

TOGETHER WITH:

VACATED 43rd AVE SOUTH

EXHIBIT B

COPY OF PRIOR LEASE

Cell Site Name: SS01 Airport
Fixed Asset No. 10097912
Market: Seattle
Address: 4226 S 176th Street, Seatac, WA 98188

SITE LEASE AGREEMENT

This Lease Agreement ("Agreement" or "Lease") is made this 25th day of November, 2008, ("Effective Date") between HIGHLINE WATER DISTRICT ("Lessor"), a municipal corporation of the State of Washington, and NEW CINGULAR WIRELESS PCS, LLC, a Delaware limited liability company ("Lessee") (individually a "Party" and collectively the "Parties").

RECITALS

Lessor is the owner of real property legally described in Exhibit A attached hereto, and incorporated by this reference ("Site").

Lessee desires to lease certain portions of the Tank/Reservoir sides and/or top, and a portion of the "footprint", or reasonable perimeter as described in Exhibit B attached hereto, and incorporated by this reference ("Leased Premises").

Lessee wishes to use the leased Site for the purpose of installing, removing, replacing, maintaining and operating, at its expense, shelter and related antenna equipment and other fixtures ("Lessee Facilities").

A revocable license dated May 12, 1982 ("License") was previously entered into by King County Water District No. 75, now known as Highline Water District ("the District") and Interstate Mobilephone Company ("Interstate") granting Interstate the right to install and maintain certain telecommunications equipment within the Leased Premises. Lessee represents that Lessee is the successor in interest to Interstate's rights, duties and obligations under the License. The Parties now desire to terminate the License and to replace the License with the lease as provided in this Agreement upon the Effective Date of this Agreement.

AGREEMENT

In consideration of the fees, covenants and conditions set forth in this agreement, the Lessor leases to Lessee, on a non-exclusive basis, portions of the Site as described in the Exhibits and the Lessor approved plans, for the term of this Agreement.

1. **Term/Revocation of License:** The term of this Agreement is for a maximum of twenty-five years. The initial lease period will be for five years, commencing on the Effective Date. This Agreement will be renewed automatically for four additional terms of five years each, unless the Lessee or Lessor provides the other with written notice of its intention not to renew at least six months prior to the commencement of the succeeding renewal term. The License shall terminate and have no further force or effect as of the Effective Date.
2. **Rent, Costs, Fees:**
 - 2.1 Lessor acknowledges receipt of Two Thousand Dollars (\$2,000.00), plus attorney fees, and applicable taxes to be applied toward Lessor's costs of forms processing, site visit coordination, site plan preparation and review, staff time, and the presentation and publication of the legal notices for the public hearing required by RCW 57.08.120. This fee is nonrefundable.
 - 2.2 The annual rent shall be Nine Thousand Six-Hundred Dollars (\$9,600.00) and

SITE LEASE AGREEMENT

shall be due upon contract execution and annually based on the Effective Date. The annual rent for each successive renewal term will be the annual rent in effect for the final year of the initial 5-year term, or prior renewal term increased by the 5-year accumulative CPI (Consumer Price Index-All Urban Consumers (1982-84-100), for Seattle.

- 2.3 Leasehold Excise Taxes:** Lessee shall be responsible for the leasehold excise taxes directly attributable to this Agreement and the value of the improvements placed upon the Site by the Lessee, or payable due to the lease or rental payments. The Lessor shall make the payment within the time allowed by the taxing authorities in order to avoid a penalty. Lessee shall compensate the Lessor for its proportionate share of the leasehold tax.
- 3. Performance Bond:** In compliance with RCW 57.08.120, the Lessee shall post a Performance Bond or a security deposit for each five-year term in at least the amount of two years rent. If a Performance Bond is posted for a five year term the Lessee must procure and deliver renewal bonds with like terms and conditions no more than two years prior nor less than one year prior to the expiration of such bond during the entire term of the lease.
- 4. Installation:** Lessee's equipment shall be installed by Lessee or its subcontractor, about whom the Lessor has been notified and has approved. Lessor's approval shall not be unreasonably withheld. Lessee's equipment shall be confined to as minimal an area as practical. A pre-construction meeting shall be held at least seven calendar days prior to the commencement of construction and/or installation of Lessee's equipment. Lessee shall maintain its improvements on the premises in a good and safe condition, consistent with all applicable federal, state and local laws, ordinances, orders, rules and regulations, including but not limited to all Federal Aviation Administration and Federal Communications Commission requirements.
- 5. Right Of Access:** The rights of access granted to Lessee herein are for the limited purpose of installing, constructing, maintaining, replacing and operating the Lessee's equipment located on the Premises. Such rights of access shall, except as provided below, be available twenty-four (24) hours per day, seven days per week.
- 5.1 Ingress and Egress:** Lessor grants for the duration of this lease agreement, an unimpaired, non-exclusive, irrevocable right of access to the Premises, in and over the access road shown in the Exhibits and attachments. When the Lessee is accessing the Site, they will drive only on the gravel, sand or dirt roadways and walk on the designated paths. Any damage caused by non-compliance will be repaired at Lessee's expense within thirty (30) days. Two instances of damage will be grounds for the assessment of a penalty of 50% of the annual rent, in addition to any charges for repairs. Lessee will be notified in writing of instances.
- 5.2 Utility and Cable Access:** Lessee shall have the right to access and use the Lessor's overhead or underground utility and cable runs, which location shall be reasonably agreed to at a later date, as necessary to enable Lessee to run cable and utilities to and from Lessee's equipment cabinets to Lessee's equipment on the Tank/Reservoir and to and, from the nearest public right-of-way.

SITE LEASE AGREEMENT

- 5.3 Emergency Access:** Lessee shall, in case of an emergency, have the right to temporarily or permanently install a fuel-powered electrical generator, provided it does not and will not interfere with Lessor's access to install similar generating equipment in an emergency. The District shall be notified upon the need for emergency entry by Lessee.
- 5.4 Access During Construction Activities:** In the event that the Lessor has a contractor working on the Site or on the Tank/Reservoir, Lessee must obtain specific permission and direction from the District, which permission shall not be unreasonably withheld and must coordinate with the Lessor's contractor in order to access the Site and Leased Premises during normal business hours. Access will not be unreasonably impacted, but must be coordinated with Lessor's contractor.
- 5.5 Gate Access:** Lessee must notify Lessor before accessing the Leased Premises a minimum of four (4) hours beforehand for other than emergency activities. Lessee will be assigned a key and must furnish their own labeled lockbox for access. If Lessee opens the gate to the Site, Lessee will monitor ingress and egress, will assure that the Site is secured while working and not leave the Site unless it is secured. Lessee will reimburse Lessor for any reasonable expenses incurred to gain access to the Site caused by Lessee's action or inaction relating to the locks and gates.
- 6. Lessee's Facilities:** Lessee's equipment is sensitive and any entry onto the Leased Premises, which could damage or interfere with it must be controlled. Accordingly, the Lessor shall not enter the Lessee's equipment shelter except in an emergency. Lessee will clearly mark/label all of its facilities, including a name and a twenty-four hour telephone number for contact in case of an emergency. Failure to do such and to maintain same could result in damage to Lessee's facilities with no responsibility or liability falling upon the Lessor. Under an emergency situation, the Lessor is not responsible or liable for damage to Lessee's equipment or facilities unless caused by Lessor's gross negligence or misconduct.
- 7. Utilities:** Lessee shall be entitled to install and shall pay for the installation of separately metered utilities and services required for the operation of its equipment on the Leased Premises. Lessor shall provide to the Lessee such reasonable assistance as is necessary to enable Lessee to arrange for such utilities and services. Lessee will reasonably compensate Lessor for such assistance.
- 8. Title And Quiet Possession:** The Lessor represents and agrees to the following:
- 8.1** Lessor is the Owner of the Site;
- 8.2** The Lessee is entitled access to the Site under the conditions listed in paragraph 5, and to the quiet possession of the Leased Premises and common areas of the Site throughout the initial term and renewal periods so long as Lessee is not in default beyond the expiration of any cure period.

SITE LEASE AGREEMENT

9. Termination And Default:

9.1 Lessee may terminate this Agreement with 90 days notice to the Lessor without further liability if Lessee does not obtain all permits or other approvals required from any governmental authority or any easements required from any third party to operate its equipment and system, or if such approval is canceled, expires, or is withdrawn or terminated, or if the Lessor fails to have the proper ownership of the Site or authority to enter into this Agreement, or if the Lessee for any other reason, in its sole discretion, determines it will be unable to use the Premises for the purpose intended. On termination, the Lessor shall retain all prepaid rent.

9.2 In the event the Tank/Reservoir upon which the Lessee's Facilities is located is abandoned, taken over by a City, or replaced with a new Tank/Reservoir, the Lessor may terminate this lease Agreement with 18 months' written notice to Lessee if the communication equipment is no longer compatible with the use of the property. The annual rent shall be prorated based upon the termination date.

9.3 This Agreement may be terminated by Lessor if Lessee becomes insolvent, makes a transfer in fraud of creditors, makes a general assignment for the benefit of creditors, files a petition under any section or chapter of the Federal Bankruptcy Code or under any similar law or statute of the United States, or any state thereof, is adjudged bankrupt or insolvent in proceedings filed against the Lessee, or if a receiver or trustee is appointed for all or substantially all of the assets of the Lessee due to Lessee's insolvency.

9.4 If either party is in default under this Agreement, this Agreement can be terminated by the non-defaulting party if the default is not cured within: a) 20 days following defaulting party's receipt of written notice of a default which may be cured solely by the payment of money, or b) 45 days following defaulting party's receipt of written notice of a default which may only be cured by actions other than just the payment of money. If the default is not curable within 45 days, the defaulting party must commence action toward such cure within 45 days and diligently proceed with the cure. If a default is not cured within the specified time limits the non-defaulting party may pursue any remedies available to it against the defaulting party under applicable law, including, but not limited to, the right to terminate this Agreement.

9.5 If the Leased Premises, Lessee Facilities or the Site are damaged in a manner which materially interferes with the obligations or rights of either party under this Agreement or destroyed by casualty either Lessee or Lessor may elect to terminate this Agreement as of the date of the casualty by giving notice to the other party no more than sixty days following the date of the casualty.

9.6 Lessor may terminate this Agreement on thirty (30) days notice in the event Lessee's use is prohibited by any State, Federal or Local law or regulation.

10. Warranties And Covenants Of Lessor:

10.1 Lessor shall deliver the Site and Premises to Lessee clean and free of debris on

SITE LEASE AGREEMENT

the Effective Date, and shall maintain the Site and Lease facilities in a manner that will not interfere with Lessee's use of the Premises as contemplated hereby.

- 10.2** Lessor shall maintain insurance in full force and effect throughout the term of this Agreement, or at its sole option may self-insure against damage caused by vandalism, malicious mischief or fire in an amount sufficient to cover the costs of replacement of all the Lessor's improvements on the Site, excluding Lessee's equipment, personal property, trade fixtures and tenant improvements.
- 10.3** Lessor shall maintain and operate the Site and Lessor's facilities in a good and safe condition and in full compliance with all applicable federal, state and local laws, ordinance, orders, rules and regulations, including but not limited to all Federal Aviation Administration and Federal Communications Commission requirements regarding the lighting and striping of the Reservoir/Tank.
- 11. Mutual Representations and Warranties**
- 11.1** It has the full right, power and authority to execute this Agreement and has the power to grant the rights specified in this Agreement;
- 11.2** Its execution and performance of this Agreement will not violate any laws, ordinances, covenants, or the provisions of any mortgage, lease or other agreement binding on said party; and
- 11.3** The execution and delivery of this Agreement and the performance of its obligations hereunder, have been duly authorized by the necessary personnel or corporate officers and do not violate any provisions of law or the party's certificate of incorporation or by laws or any other arrangement, provision of law or court order or decree.
- 12. Insurance:** Lessee warrants and covenants that throughout the term of the lease Agreement, Lessee shall maintain commercial liability insurance listing Lessor as an additional insured, protecting and indemnifying the Lessor and the Lessee against claims, liabilities and injury, damage to persons or property or the for the loss of life or property occurring upon the Premises and Lessee shall provide Lessor with a certificate of insurance evidencing such insurance and endorsement(s) naming Lessor as an additional insured on all such policies of insurance. Lessee shall require its agents, contractors and subcontractors to carry comparable insurance. Such insurance shall afford minimum protection in the amount of \$1,000,000.00 for each person, \$5,000,000.00 for each occurrence, and \$1,000,000.00 for property damage. Lessee shall also maintain personal property insurance in an amount sufficient to fully protect all personal property, fixtures and tenant improvements owned or controlled by Lessee from theft, fire or other loss or damage while on Site.

SITE LEASE AGREEMENT

- 13. Indemnity:** Lessee covenants and agrees with Lessor that it will indemnify and hold Lessor harmless from and against any and all liability, damages, penalties or judgments for injury to persons or property sustained by anyone in and about the Site resulting from any acts of omissions of Lessee, or Lessee's officers, agents, servants, employees, contractors or assignees. Lessee shall, at its cost and expense, defend against any and all such claims, suits or actions (whether just or unjust) which may be brought against Lessor because of any such above-mentioned actions. Lessor shall not be responsible or liable for any damage to any property, fixtures, buildings or other improvements constructed or installed by Lessee, or for any injury to any person or persons, at any time on the leased Premises, including any injury to Lessee or to any of Lessee's officers, agents, servants, employees, contractors, customers or assignees, except as may result from acts or acts of omission or commission of Lessor or Lessor's officers, agents, servants, employees, assignees or contractors. The Lessor or its employees or agents shall have no liability to Lessee for any interruption of utility service unless caused by Lessor's gross negligence or misconduct.
- 14. Non-Interference:** Lessee shall operate Lessee Facilities in a manner that will not cause interference to Lessor, other lessees or licensees of the Site, or to local residents and will not unreasonably affect service delivery to the Lessor's customers.
- 15. Site Improvements And Removal Of Equipment:** Lessee may, at its own expense, and with the written approval of the Lessor, make such improvements on the Leased Premises as it deems necessary from time to time for the operation of a transmitter site for wireless voice and data communications, provided this provision shall not be construed to allow the siting of additional antennas or other telecommunications equipment within the Leased Premises. Any increase of usage area may require an adjustment to the rental fees. All the communications equipment is and shall remain the property of the Lessee, and upon the expiration or termination of this agreement, Lessee shall remove its equipment and improvements and Lessee agrees to restore the Site to the condition existing on the Effective Date. Removal of equipment shall be within sixty (60) days of termination/expiration of this Agreement.
- 16. Hazardous Conditions.** Lessee agrees that it will not create through the use, generation, storage or disposal of any equipment or substance on, under, about or within the Site in violation of any law or regulation. The term "hazardous conditions" shall mean any installed equipment, substance or material now or hereafter defined or regulated as a hazardous substance, hazardous waste, toxic substance, pollutant, or contaminate under any federal, state or local law, regulation or ordinance governing any substance that could cause actual or suspected harm to human health, environment or water supply.

Lessee will be solely responsible for and will defend, indemnify and hold Lessor, its agents and employees harmless from and against any and all direct claims, costs and liabilities, including reasonable attorneys' fees and costs, arising out of or in connection with the maintenance, removal, cleanup or restoration of the property with respect to a hazardous

SITE LEASE AGREEMENT

condition from any and all sources other than those hazardous conditions introduced by property of the Lessee.

Lessor will be solely responsible for and will defend, indemnify and hold Lessee, its agents and employees harmless from and against any and all direct claims, costs and liabilities, including reasonable attorneys' fees and costs, arising out of or in connection with the removal, cleanup or restoration of the property with respect to hazardous conditions from any and all sources other than those hazardous conditions introduced to the property by Lessee.

17. **Fall Protection Plan.** Lessee to provide the Lessor with a Fall Protection Plan for the Site in accordance with the requirements spelled out in WAC 296-155-245, and the Lessor's Fall Protection Plan for the Site. See also WAC 296-155 Fall Restraint / Definitions.
18. **Assignment/Subletting:** All of the terms and provisions contained in this Agreement shall inure to the benefit of and shall be binding upon the parties, their heirs, legal representatives' successors and assigns. This Agreement shall not be assigned by the Lessee without express written consent of the Lessor, which consent shall be given within Lessor's sole discretion. Any attempted assignment in violation of the paragraph shall be null and void. The transfer of the rights and obligations of Lessee to a parent, subsidiary or other affiliate of the Lessee, to any successor-in-interest or entity acquiring fifty-one percent or more of the Lessee's stock or assets, shall not be deemed an assignment; provided, Lessee shall give Lessor written notice within thirty days of any such transfer for such transfer to be effective. Upon notification to Lessor of any assignment or transfer and receipt of Lessor's consent where appropriate, Lessee shall be relieved of all performance, liabilities and obligations under this Agreement.
19. **Applicable Law:** This Agreement shall be governed by the laws of the State of Washington.
20. **Modifications or Amendments:** No amendments, changes or modification of this Agreement shall be valid, unless in writing and signed by all parties.
21. **Entire Agreement:** This Agreement, together with the incorporated Exhibits, constitutes the entire agreement and understanding of the parties and supersedes all offers, prior agreements, understandings or representations, whether written or oral, concerning the subject matter contained herein.
22. **Waiver.** Any failure by either party to enforce any right arising hereunder shall not be deemed a waiver of such right.

Cell Site Name: SS01 Airport
Fixed Asset No. 10097912
Market: Seattle
Address: 4226 S 176th Street, Seatac, WA 98188

SITE LEASE AGREEMENT

23. **Attorney's Fees.** In the event of dispute resolution regarding the terms of this Agreement, the prevailing party shall be entitled to reimbursement for all costs, expenses and reasonable attorney's fees incurred in connection with the realization or enforcement of any term, condition, provision or remedy contained in this Agreement or related documents, with or without litigation, including without limitation the costs, expenses and fees incurred on appeal, in any arbitration or in any mediation.
24. **Notices:** Any notice or demand required to be given herein shall be made by certified or registered mail, postage prepaid, return receipt requested, or by a reliable overnight courier to the address of the respective party as set forth below the signature and shall be deemed given three days after deposit in the mail as just described, or on the date received in the case of an overnight courier. Either party may change its address by giving the other notice of a new address in accordance with the procedures of this subsection.

If to Lessor:

Highline Water District
Attn: General Manager
P.O. Box 3867
Kent, WA 98089

And

If to Company:

New Cingular Wireless PCS, LLC
Attn: Network Real Estate Administration
Re: SS01 Airport (FA# 10097912) WA
12555 Cingular Way, Suite 1300
Alpharetta GA 30004

With a copy to: (USPS Mail)

New Cingular Wireless PCS, LLC
Attn: AT&T Legal Department
Re: SS01 Airport (FA# 10097912) WA
P O Box 97061
Redmond WA 98073-9761

With a copy to: (Overnight Mail)

New Cingular Wireless PCS, LLC
Attn: AT&T Legal Department
Re: SS01 Airport (FA# 10097912) WA
16331 NE 72nd Way
Redmond WA 98052-7827

Cell Site Name: SS01 Airport
Fixed Asset No. 10097912
Market: Seattle
Address: 4226 S 176th Street, Seatac, WA 98188

SITE LEASE AGREEMENT

25. **Severability:** If any one or more of the provisions of this Agreement shall be held by a court of competent jurisdiction in a final judicial action to be void, voidable, or unenforceable, such provision(s) shall be deemed several from the remaining provisions of this agreement and shall in no way affect the validity of the remain provisions of this agreement.

LESSOR

HIGHLINE WATER DISTRICT

By: _____

Name: Matt Everett

Title: General Manager

Date: 11-25-08

Highline Water District
P.O. Box 3867
Kent, WA 98089

Attn: Thomas Keown

Telephone: (206) 824-0375

Fax: (206) 824-0806

LESSEE

New Cingular Wireless PCS, LLC

By: **AT&T Mobility Corporation**

Its: Manager

By: 

Name: E Don MacLeod

Title: Executive Director

Date: 11-14-08

Cell Site Name: SS01 Airport
Fixed Asset No. 10097912
Market: Seattle
Address: 4226 S 176th Street, Seatac, WA 98188

SITE LEASE AGREEMENT

Exhibit A

to the Lease Agreement dated Nov. 25, 2008, between HIGHLINE WATER DISTRICT, a municipal corporation organized and existing under the laws of the State of Washington, and NEW CINGULAR WIRELESS PCS, LLC, a Delaware limited liability company.

Description of Site

THAT PORTION OF VACATED LOTS 1, 2, 3, 4 AND THE NORTH 10 FEET OF VACATED LOT 3, McMILLANS 1ST BOW LAKE ADDITION, AS RECORDED IN VOLUME 43 OF PLATS, PAGE 28, RECORDS OF KING COUNTY, WASHINGTON, LYING EASTERLY OF A LINE RUNNING FROM A POINT 83.86 FEET WEST OF THE NORTHEAST CORNER OF SAID LOT 1 TO A POINT 10 FEET SOUTH AND 82.85 FEET WEST OF THE NORTHEAST CORNER OF SAID LOT 5,

TOGETHER WITH:

VACATED LOTS 17, 18, 19, 20 AND THE NORTH 10 FEET OF VACATED LOT 16 OF SAID McMILLAN'S 1ST BOW LAKE ADDITION.

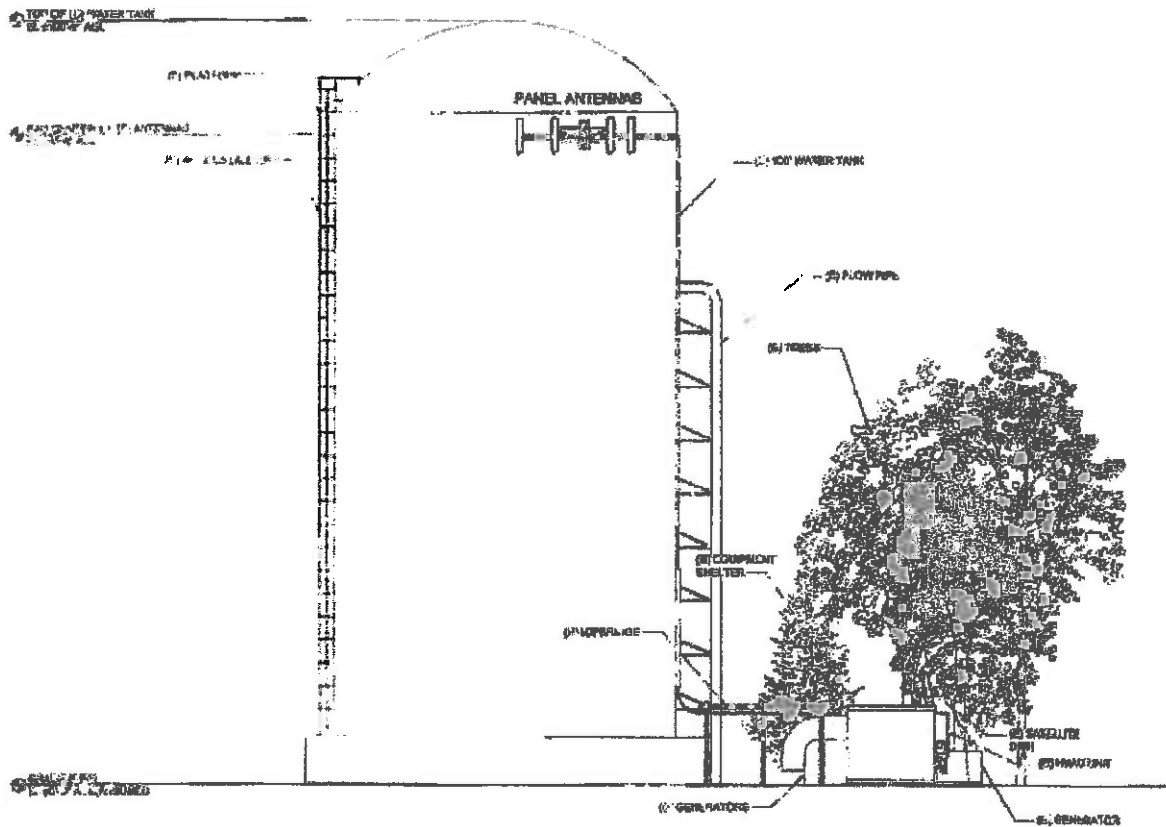
TOGETHER WITH:

VACATED 43rd AVE SOUTH

Cell Site Name: SS01 Airport
Fixed Asset No. 10097912
Market: Seattle
Address: 4226 S 176th Street, Seatac, WA 98188

SITE LEASE AGREEMENT
Exhibit B
Description of Leased Premises
Page 1 of 2

to the Lease Agreement dated NOV 25, 2008, between HIGHLINE WATER DISTRICT, a municipal corporation organized and existing under the laws of the State of Washington, and NEW CINGULAR WIRELESS PCS, LLC, a Delaware limited liability company.



Cell Site Name: SS01 Airport
Fixed Asset No. 10097912
Market: Seattle
Address: 4226 S 176th Street, Seatac, WA 98188

SITE LEASE AGREEMENT
Exhibit B
Description of Leased Premises
Page 2 of 2

to the Lease Agreement dated NOV. 25, 2008, between HIGHLINE WATER DISTRICT, a municipal corporation organized and existing under the laws of the State of Washington, and NEW CINGULAR WIRELESS PCS, LLC, a Delaware limited liability company.

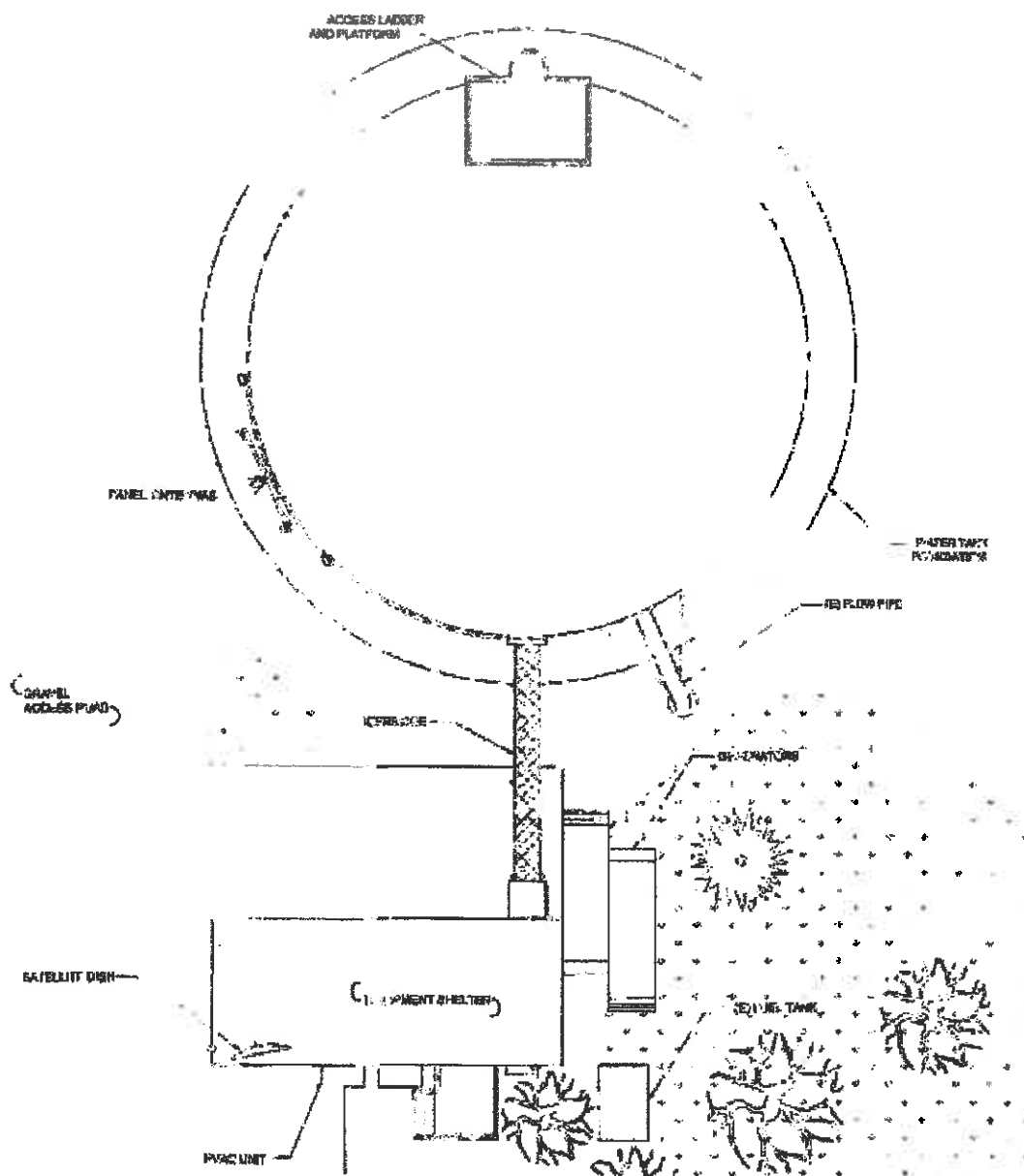


EXHIBIT C

SITE PLAN – DEPICTION OF PREMISES

- NOTES**
1. VERIFICATION THAT THE ANTENNA MOUNTING SHALL BE PERFORMED BY A REGISTERED STRUCTURAL ANALYSE AND DESIGN TO BE PERFORMED PRIOR TO FCC COMPLETION.
 2. THIS IS NOT A SITE SURVEY. ALL PROPERTY LINES AND BOUNDARIES ARE TAKEN FROM APPROVED PARCEL NUMBER DATA AND ARE APPROXIMATE.

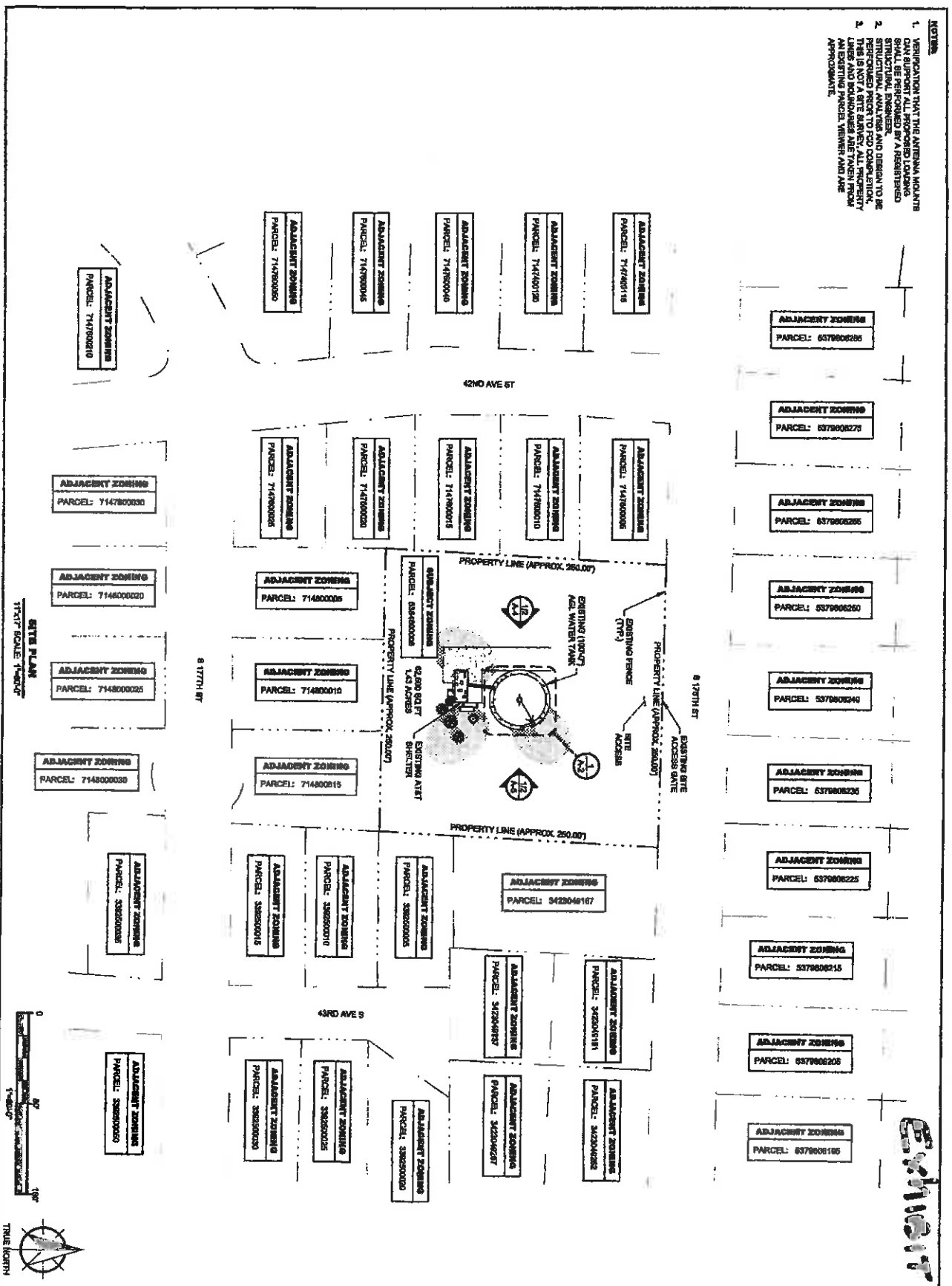
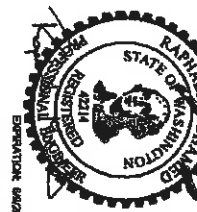


EXHIBIT C



RAFAEL MOHAMED, P.E.
WASHINGTON, DC 20014
03/20/19

DATE	DESCRIPTION	PREPARED BY	DATE
03/20/19	CONSTRUCTION	RAFAEL MOHAMED	03/20/19
03/20/19	CONSTRUCTION	RAFAEL MOHAMED	03/20/19

PREPARED BY:
at&t
Network Solutions
100079712

SITE NAME:
BEATYAC AIRPORT

FA LOCATION:
100079712

SITE ADDRESS:
4326 SOUTH 17TH
BEATYAC, WA 98148

SHEET TITLE:
SITE PLAN

SHEET NUMBER:
A-1

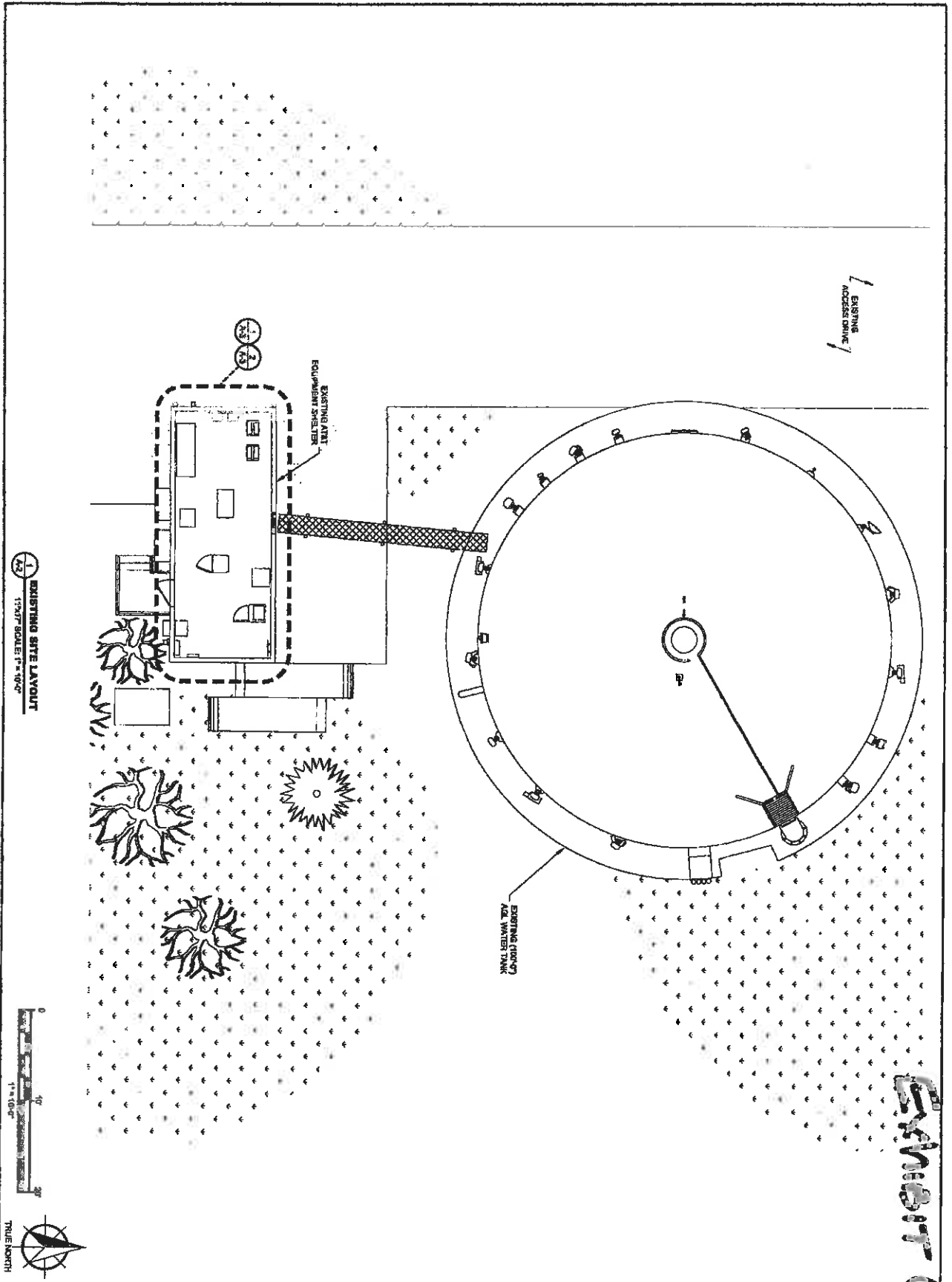
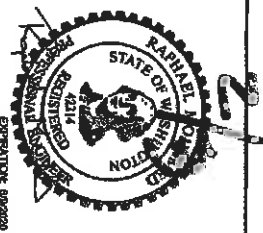


EXHIBIT D



RAFAEL JOHNSON, P.E.
WASHINGTON NO. 42114
EXPIRES 08/20/19

DATE	DESCRIPTION	PREPARED BY	REVIEWED BY
10/24/18	CONSTRUCTION	JM	RM
10/24/18	CONSTRUCTION	JM	RM

PREPARED FOR:
 THE INFORMATION CONTAINED IN THESE DOCUMENTS IS PROVIDED AS A SERVICE WITHOUT THE ASSURANCE OF MASTEC NETWORK SOLUTIONS IN PROVISIONS.



PREPARED BY:
Mastec
 Network Solutions
 1000 CONVENT ROAD, SUITE 200
 OLYMPIA, WASHINGTON 98513

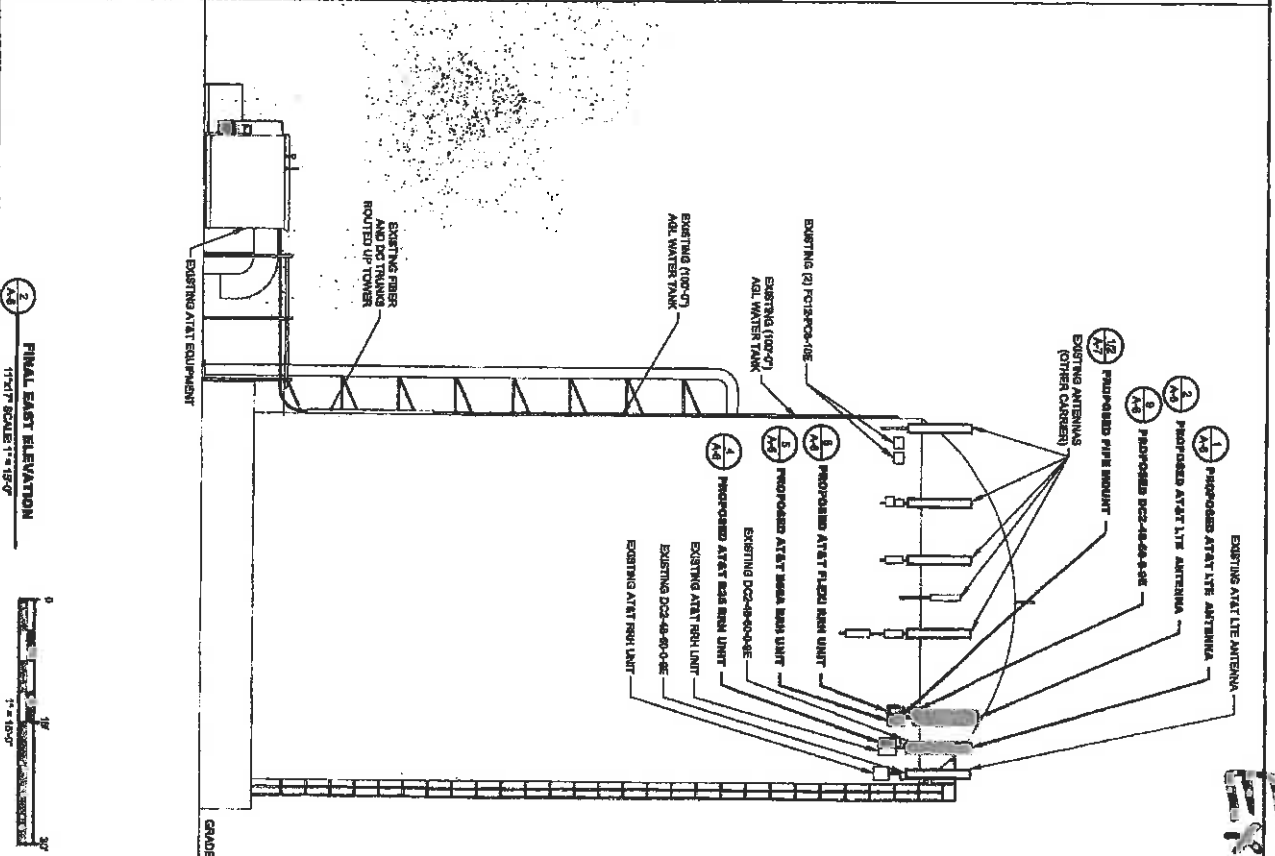
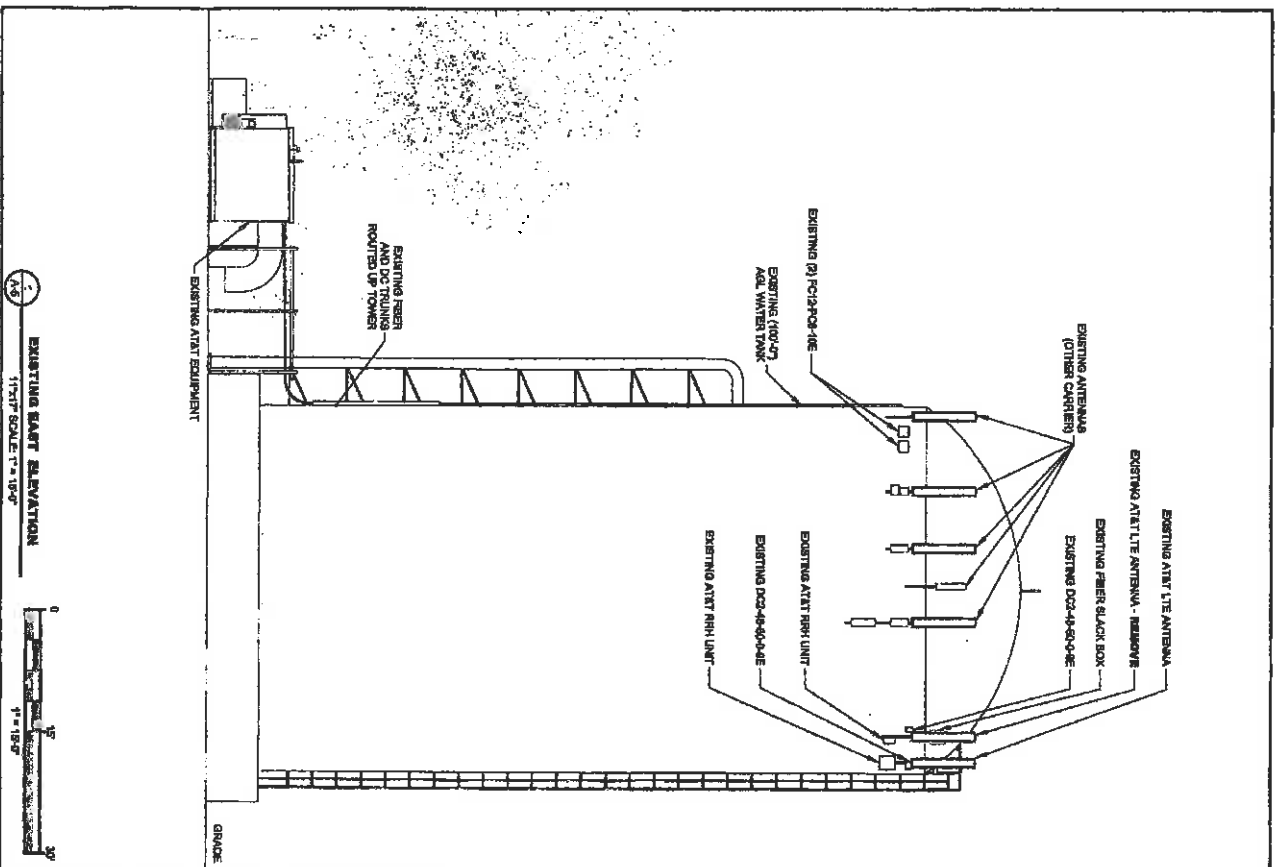
SITE ID: 8801
 SITE NAME: SEATAC AIRPORT

FA LOCATION: 10087812
 SITE ADDRESS: 4226 SOUTH 176TH SEATAC, WA 98148

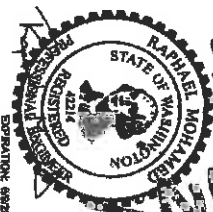
EXISTING SITE LAYOUT
 SHEET NUMBER: A-2

EXHIBIT D

TOP OF TANK – DEPICTION OF LICENSE AREA



EXISTING DRAWING



RAFAEL HOWARD, P.E.
WASHINGTON NO. 42314
03/28/15

DATE	DESCRIPTION	DESIGNER
11/27/17	CONSTRUCTION	RM
08/20/17	CONSTRUCTION	RM

DESIGNED BY: JMB
CHECKED BY: RM
APPROVED BY: RM
10724-ABC
THE INFORMATION CONTAINED IN THESE DOCUMENTS IS FOR YOUR INFORMATION ONLY. IT IS NOT TO BE USED FOR ANY OTHER PURPOSE WITHOUT THE PERMISSION OF NATEC NETWORK SOLUTIONS. EXCLUSIONS & MODIFICATIONS.



PREPARED BY: **Natec Network Solutions**
1000 CENTREWAY BLVD., SUITE 200
OLYMPIA, WA 98513

SITE ID: 6641
SITE NAME: SEATAC AIRPORT
FALLOCATION: 10087812

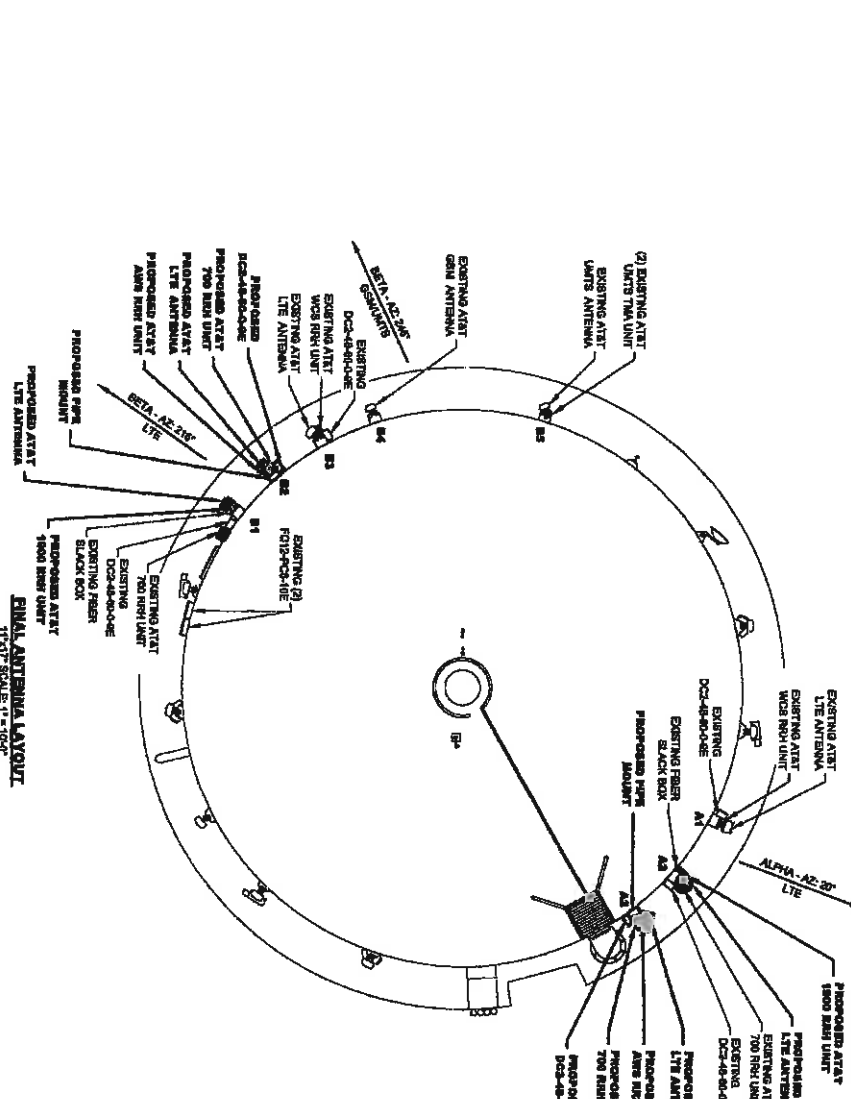
SITE ADDRESS: 4226 SOUTH 176TH SEATAC, WA 98188

SHEET TITLE: TOWER ELEVATION II
SHEET NUMBER: A-5

- NOTES:**
1. VERIFICATION THAT THE ANTENNA MOUNTS CAN SUPPORT ALL PROPOSED LOADING STRUCTURAL ENGINEER'S APPROVED.
 2. STRUTTING, ANALYSIS AND DESIGN TO BE PERFORMED PRIOR TO POB COMPLETION.
 3. DO NOT USE COAX LENGTHS FOR CUT.
 4. GENERAL THAT GENERAL CONTRACTOR IS USING LATEST VERSION OF PIDS.

(P) = PROPOSED

SECTION - PRESTATION	ANTENNA MAKE/MODEL	HAZ CENTER	AZIMUTH	H. TILT	SLT	QTY'S BALKS	QTY'S DISCS	QTY'S COAXES	CABLE LENGTH	
A1	COMMSCOPE 88NH-108C	62	20°	0°/0°/0°	0°	(1) RW24-W28-48	(1) FC12-FC8-10E	(1) FIBER TRUNK	118'	
A2	LTE 1800	62	20°	2°/218°/212°	0°	(1) FIBER TRUNK	(1) DC-48-80-0-8E	(2) DC TRUNKS	118'	
A3	LTE 1800	62	20°	2°/218°/212°	0°	(1) FIBER TRUNK	(1) DC-48-80-0-8E	(2) DC TRUNKS	118'	
B1	LTE 1800	70	210°	2°/218°/212°	2°	(1) RW24-W28-48	(1) FC12-FC8-10E	(1) FIBER TRUNK	118'	
B2	LTE 1800	70	210°	2°/218°/212°	2°	(1) FIBER TRUNK	(1) DC-48-80-0-8E	(2) DC TRUNKS	118'	
B3	LTE 1800	70	210°	2°/218°/212°	2°	(1) FIBER TRUNK	(1) DC-48-80-0-8E	(2) DC TRUNKS	118'	
B4	LTE 1800	70	210°	2°/218°/212°	2°	(1) FIBER TRUNK	(1) DC-48-80-0-8E	(2) DC TRUNKS	118'	
B5	LTE 1800	70	210°	2°/218°/212°	2°	(1) FIBER TRUNK	(1) DC-48-80-0-8E	(2) DC TRUNKS	118'	
TOTALS						(8) ANTENNAS	(2) FC12S	(8) DCFS	(10) COAXES	118'



EMMETT

STATE OF WASHINGTON
COUNTY OF KING
SEATTLE
4214
RECEIVED
EMMETT: 862020

DATE: 10/17/2013
DRAWN BY: JAM
CHECKED BY: JAM
APPROVED BY: JAM
MMS PROJECT NO: 10724-4-0

PREPARED BY: **atstec**

Network Solutions
1901 COMMERCIAL WAY, SUITE 200
CANTON, WA 98188

SITE ID: 8601
SITE NAME: SEATTLE AIRPORT
FALCATION: 10087912
SITE ADDRESS: 4228 SOUTH 178TH SEATTLE, WA 98188

SHEET TITLE: FINAL ANTENNA LAYOUT
SHEET NUMBER: RF-2

EXHIBIT E

LICENSEE'S EQUIPMENT - IMPROVEMENTS

The Equipment and improvements authorized under this Agreement shall be as depicted in the Drawings in Exhibits C and D as follows:

- Eight (8) Antennas
- 18 Radio Devices (TMA, RRH, Filters, Diplexers, Fiber Boxes)
- Eight (8) Surge Protection Devices
- 16 Fiber/Coaxial Cables
- Ground Lease for Existing Equipment Shelter approximately 7'1" by 17'0" in dimension

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

EXHIBIT F

INSURANCE COVERAGE LIMITS

Types and Limits of Insurance Required:

Commercial General Liability (per ISO form CG 00 01 or its equivalent)

- \$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 liability
- Subcontractors
- Personal injury with employee exclusion deleted

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 or qualified self-insurer

Employer's Liability (Stop Gap)

- \$2,000,000 per accident, per disease per employee, per disease policy limit

EXHIBIT G

AT&T PAYMENT PROCESSING FORM

Agenda Item No.: 5.1
 Agenda Date: 08/25/20
 Reviewed By: [Signature]

Re: Authorize Communications Site Use and License Agreement with New Cingular Wireless, PCS, LLC
Bow Lake Tank Site – 4226 S. 176th Street, SeaTac, WA

CATEGORY	
<i>Executive</i>	<input type="checkbox"/>
<i>Administrative</i>	<input 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 type="checkbox"/>
<i>Budgeted?</i>	Yes <input type="checkbox"/>	No <input type="checkbox"/>	N/A <input type="checkbox"/>
Amount: \$ _____			

ATTACHMENTS:

1. Resolution 20-8-25A
2. Attachment – 1: Communications Site Use and License Agreement

COMMENTS:

The District owns certain real property located at 4226 S. 176th Street, SeaTac, King County, Washington 98188 legally described in Exhibit A attached (the "Property"), on which it operates an elevated water tank and related structures known as the Bow Lake Tank.

Licensee desires to increase the area of the Reservoir top and/or sides on which Licensee's Existing Facilities and additional and/or replacement equipment may be placed.

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 8/25/20. Public notices were published in the Westside Seattle on 7/31/20 and 8/7/20.

The amount of Base Rent for the period commencing April 1, 2020 through March 31, 2021 shall be Thirty-Three Thousand Two Hundred Sixty-One and 54/100 (\$33,261.54) per year. Commencing April 1, 2021, 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.

Staff recommends approval of this resolution.