

**HIGHLINE WATER DISTRICT
KING COUNTY, WASHINGTON**

RESOLUTION 22-3-2C

RESOLUTION AUTHORIZING AMENDMENT NO. 1 TO COMMUNICATIONS SITE USE AND LICENSE AGREEMENT WITH T-MOBILE WEST, LLC ("LICENSEE") AT THE MANSION HILL TANK SITE – 21420 31ST AVENUE SOUTH, SEATAC, WA

WHEREAS, District and Licensee entered into a Communications Site Use and License Agreement effective June 7, 2019 (the "Agreement"), whereby District authorized Licensee to use for installation of Licensee's ground-based communication equipment and cabling to Equipment on the License Area, certain Premises therein described that are a portion at the District's Mansion Hill Tank site; and

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

WHEREAS, Licensee desires to expand the use of the License Area on the Reservoir by the addition or modification of certain Equipment as described and depicted on Exhibits D-1 and D-2 of the amended agreement, and District desires to consent to the Licensee's further use of the License Area, subject to Licensee's payment of additional Base Rent to the District for the further use of the License Area by the amendment of the Agreement; and

WHEREAS, effective May 28, 2022, Base Rent payable under the Agreement is Thirty-Three Thousand Two Hundred Sixty-One and 54/100 Dollars (\$33,261.54) per year; and

WHEREAS, the increase in base rent for the expanded use is \$5,012.00 per year; and

WHEREAS, District is willing to consent to the amendment of the Agreement to provide for and allow the Expanded Use on the terms and conditions set forth in Amendment No. 1, provided payment of adjusted Base Rent by the Licensee to the District for the Expanded Use.

HIGHLINE WATER DISTRICT KING COUNTY, WASHINGTON

RESOLUTION 22-3-2C

NOW, THEREFORE, BE IT RESOLVED:

1. The Board of Commissioners approves the Amendment #1 to the Lease Agreement between Highline Water District and T-Mobile West, LLC (Attachment-1, incorporated herein by this reference).
2. The General Manager or designee is authorized to execute Amendment No. 1.
3. The General Manager and/or the District's legal counsel are authorized to make minor changes to the Amendment if required.

ADOPTED BY THE BOARD OF COMMISSIONERS of Highline Water District, King County, Washington, at an open public meeting held this **2nd** day of **March 2022**.

BOARD OF COMMISSIONERS

DocuSigned by:

Polly Daigle

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Polly Daigle, President

DocuSigned by:

Todd Fultz

8728D278F2E446D...

Todd Fultz, Commissioner

DocuSigned by:

Kathleen Quong-Vermeire

48ECA32C4556410

Kathleen Quong-Vermeire, Commissioner

DocuSigned by:

Daniel Johnson

8E7D4CD7088E4C7

Daniel Johnson, Secretary

DocuSigned by:

Vince Koester

3BCE3E3D2D7D408

Vince Koester, Commissioner

ATTACHMENT 1

**AMENDMENT NO. 1 TO
COMMUNICATIONS SITE USE AND LICENSE AGREEMENT**

THIS AMENDMENT NO. 1 TO COMMUNICATIONS SITE USE AND LICENSE AGREEMENT (“**Amendment No. 1**” or “**Amendment**”), dated as of the later of the signature dates below (the “**Effective Date**”), is by and between HIGHLINE WATER DISTRICT, a Washington municipal corporation, having its principal place of business at 23828 – 30th Ave. S, Kent, Washington 98032 (herein (“**District**” or “**Licensor**”), and T-MOBILE WEST, LLC, a Delaware limited liability company, having its principal place of business at 12920 SE 38th Street, Bellevue, Washington 98006 (“**Licensee**”) (individually a “**Party**” and collectively the “**Parties**”).

WHEREAS, District and Licensee entered into a Communications Site Use and License Agreement effective June 7, 2019 (the “**Agreement**”), whereby District authorized Licensee to use for installation of Licensee’s ground based communication equipment and cabling to Equipment on the **License Area**, as defined therein and hereinafter described, certain **Premises** therein described that are a portion of the Property located at 21420 – 31st Avenue S, Seattle, King County, Washington (“**Property**”), which Property is legally described on **Exhibit A** attached hereto and incorporated herein by this reference; and

WHEREAS, in addition to the Premises, the Agreement permitted Licensee to install, maintain, operate and repair on a portion of the top surface (the “**License Area**”) of the District’s 1.0 MG Mansion Hill Elevated Tank (the “**Reservoir**”) certain arrays, antennae, fixtures and equipment, as depicted, configured and inventoried on **Exhibits B-1 and B-2, Exhibits C-2 and C-3, Exhibit D, and Exhibit E** to the Agreement (Licensee’s “**Equipment**”); and

WHEREAS, Licensee desires to expand the use of the License Area on the Reservoir by the addition or modification of certain Equipment as described and depicted on **Exhibits D-1 and D-2** attached hereto and incorporated herein by this reference (the “**Expanded Use**”), and District desires to consent to the Licensee’s further use of the License Area, subject to Licensee’s payment of additional Base Rent to the District for the further use of the License Area by the amendment of the Agreement; and

WHEREAS, Licensee now desires to obtain the District’s consent to the amendment of Section 1.b of the Agreement to provide for the Expanded Use; and

WHEREAS, effective May 28, 2022, Base Rent payable under the Agreement is Thirty-Three Thousand Two Hundred Sixty-One and 54/100 Dollars (\$33,261.54) per year; and

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

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

1. **License Area; Licensee's Equipment.** Section 1.b of the Agreement and Exhibit C-2, C-3, and Exhibit D to the Agreement, are hereby amended as set forth on Exhibits D-1, D-2, and D-3 hereto, and Exhibit E to the Agreement is hereby amended as set forth on Exhibit E-1 hereto. Exhibits D-1, D-2, and D-3, and Exhibit E-1 supplement Section 1.b and Exhibits C-2 and C-3, Exhibit D, and Exhibit E to the Agreement, and shall not be deemed to supersede or otherwise modify any other term or provision of the Agreement.

2. **Base Rent.** Section 2.b of the Agreement relating to the annual Base Rent payable by Licensee to the District is hereby amended to provide the annual Base Rent payable on May 28, 2022 shall be increased from \$33,261.54 by the sum of Five Thousand Twelve and No/100 Dollars (\$5,012.00) to the amount of Thirty-Eight Thousand Two Hundred Seventy-Three and 54/100 Dollars (\$38,273.54) ("Adjusted Base Rent"). Thereafter, the Base Rent shall be periodically adjusted during the term of and as provided in the Agreement.

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

Licensee: T-Mobile West, LLC
Attn: Lease Compliance
12920 SE 38th Street
Bellevue, WA 98006
Site No. SE03007A

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

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

6. **Amendment Fee.** In consideration of the District's agreement to amend the Agreement as provided herein, and as a condition to the effectiveness of this Amendment, Licensee shall have paid and reimbursed to the District its administrative and legal fees and costs in the amount of Two Thousand Five Hundred Dollars (\$2,500.00) which the District acknowledges it has already received from Licensee.

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

DISTRICT:

HIGHLINE WATER DISTRICT,
a Washington municipal corporation

By: _____

Name: Matt Everett

Title: General Manager

Date: _____

LICENSEE:

T-MOBILE WEST, LLC,
a Delaware limited liability company

By: _____

Name: _____

Title: _____

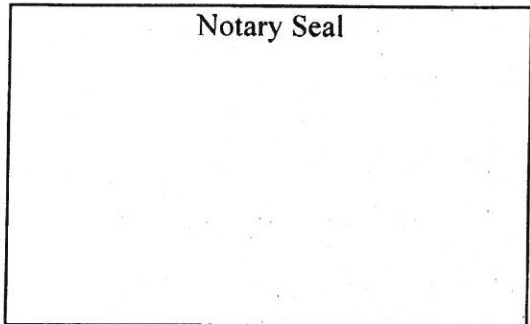
Date: _____

DISTRICT ACKNOWLEDGEMENT

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

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

DATED: _____.



(Signature of Notary)

(Legibly Print or Stamp Name of Notary)

Notary Public in and for the State of Washington

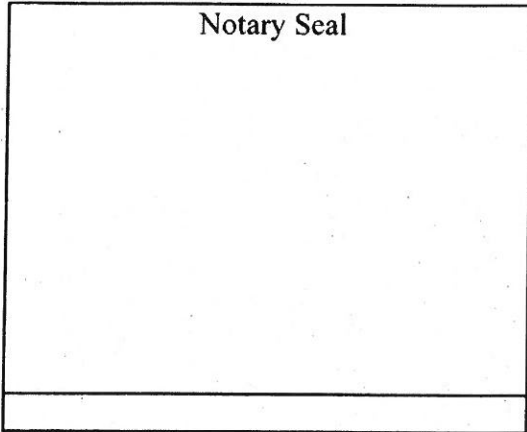
My appointment expires: _____

LICENSEE ACKNOWLEDGEMENT

STATE OF _____)
) ss.
COUNTY OF _____)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as the _____ of T-Mobile West LLC, a Delaware limited liability company, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: _____



(Signature of Notary)

(Legibly Print or Stamp Name of Notary)
Notary Public in and for the
State of _____
My Commission expires:

EXHIBIT A

Amendment No. 1 to Communications Site Use and License Agreement

Legal Description

THE NORTH 396 FEET OF THE WEST $\frac{3}{4}$ OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 9, TOWNSHIP 22 NORTH, RANGE 4 EAST, W.M., IN KING COUNTY, WASHINGTON;

EXCEPT THE EAST 7.25 FEET OF THE NORTH 246.50 FEET OF SAID WEST $\frac{3}{4}$;

AND EXCEPT ANY PORTION LYING WITHIN PRIMARY STATE HIGHWAY NO. 1 (INTERSTATE 5);

TOGETHER WITH AN EASEMENT OVER THE WEST 30 FEET OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 9.

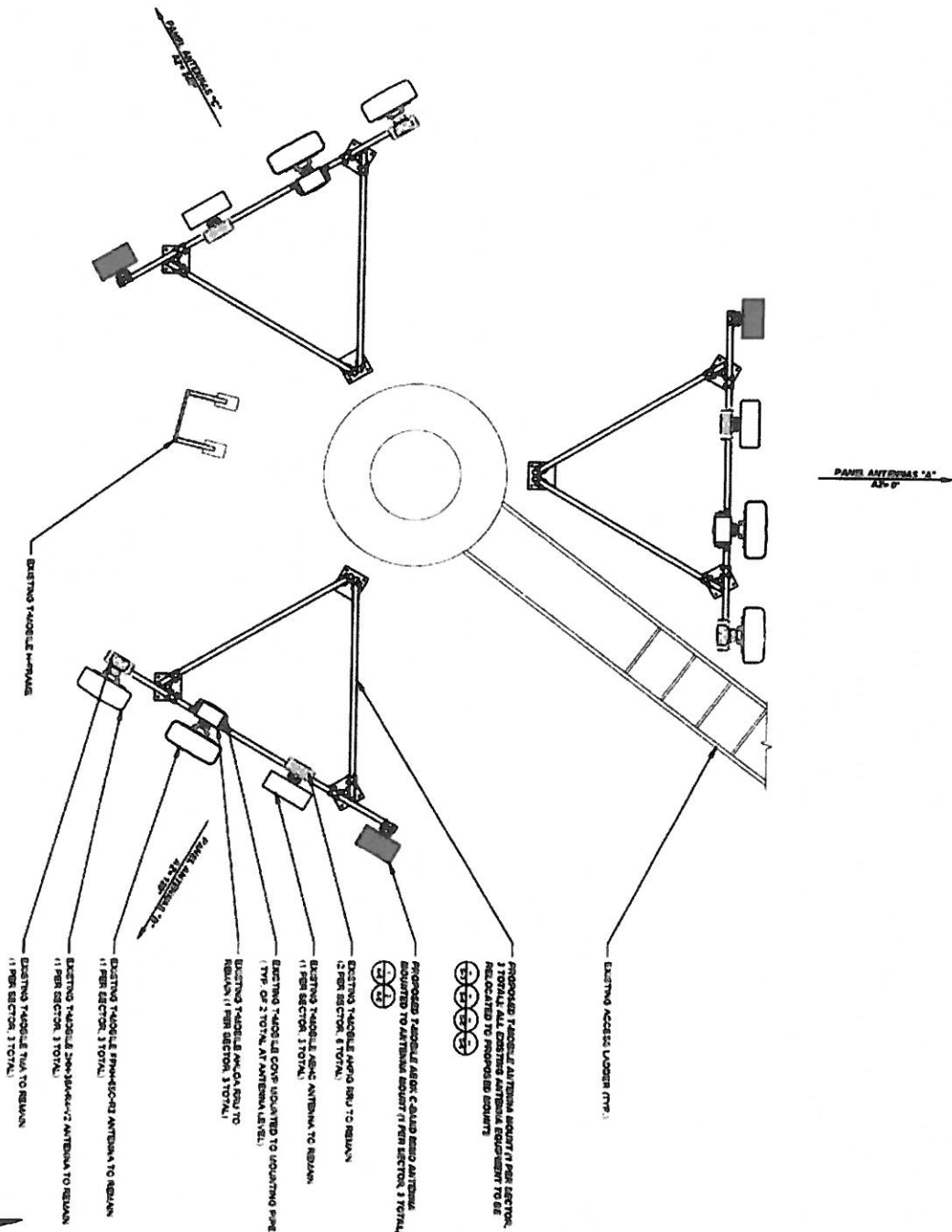
EXHIBITS D-1, D-2, AND D-3

**Top of Tank Depiction of License Area
Depiction of Facilities and Equipment on License Area**

[See attached]

EXHIBIT D-1

Top of Tank- Depiction of License Area



2 PROPOSED ANTENNA PLAN

NOTE: ALL NEW EXPOSED ANTENNAE LOCATING EQUIPMENT TO MATCH EXISTING SITE CONDITIONS



PROPOSED ANTENNA PLAN

A-4.1 0

DETAILS ISSUED FOR:

REV	DATE	DESCRIPTION	BY	CHK
1		PRELIMINARY REVIEW		
2		REVISED PER		
3		FOR CONSTRUCTION		

98-9- WATER TANK

T-MOBILE SITE:
SE03007A
MANSION HILL WATER TANK
21420 31 ST AVE. S.
SEATON, WA 98198
KING COUNTY

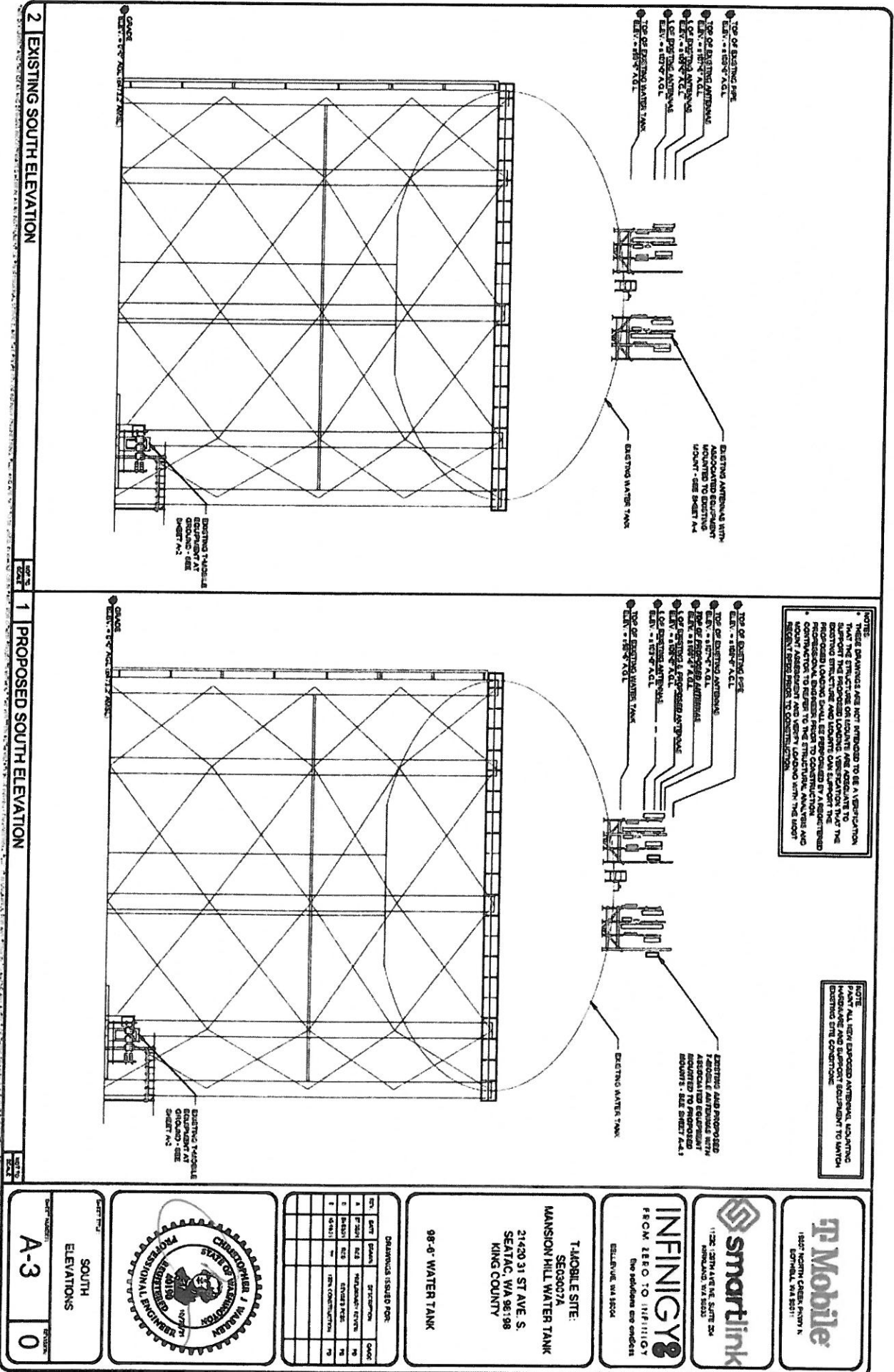
INFINIGY
FROM ZERO TO 1111111111
The problems are endless
SEATTLE, WA 98104

smartlink
1122 120TH AVE NE, SUITE 204
REDMOND, WA 98053

Mobile
1827 NORTH CREEK Pkwy N
Everett, WA 98201

Exhibit D-2

Depiction of Equipment and Facilities on License Area



NOTE:
THESE DRAWINGS ARE NOT INTENDED TO BE A REPRESENTATION THAT THE STRUCTURE OR LOCATIONS ARE ADEQUATE TO SUPPORT THE PROPOSED LOADING. VERIFICATION THAT THE PROPOSED STRUCTURE AND LOCATIONS CAN SUPPORT THE PROPOSED LOADING MUST BE OBTAINED FROM A REGISTERED PROFESSIONAL ENGINEER. THE STRUCTURAL ANALYSIS AND REPORT ASSUMPTIONS AND VIBRATION LOADS WITH THE MOST SEVERE LOADING IS GOVERNATIVE.

NOTE:
PARTIAL VIEW EXPOSED ANTI-VIBRATION MOUNTING HARDWARE AND SUPPORT EQUIPMENT TO MOUNT EXISTING SITE CONNECTIONS.

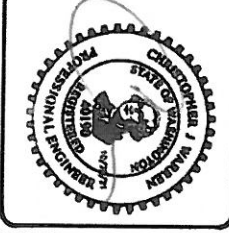
1807 NORTH CREEK AVENUE N
EDMONT, WA 98011

1120 12TH AVENUE SOUTH 204
EDMONT, WA 98020

INFINIGY
FCM ZEEC TO IIF IICOT
the solutions are endless
EDMONT, WA 98004

T-MOBILE SITE:
SE03027A
MANSION HILL WATER TANK
21420 31 ST AVE. S.
SEATAC, WA 98198
KING COUNTY

88-6 WATER TANK



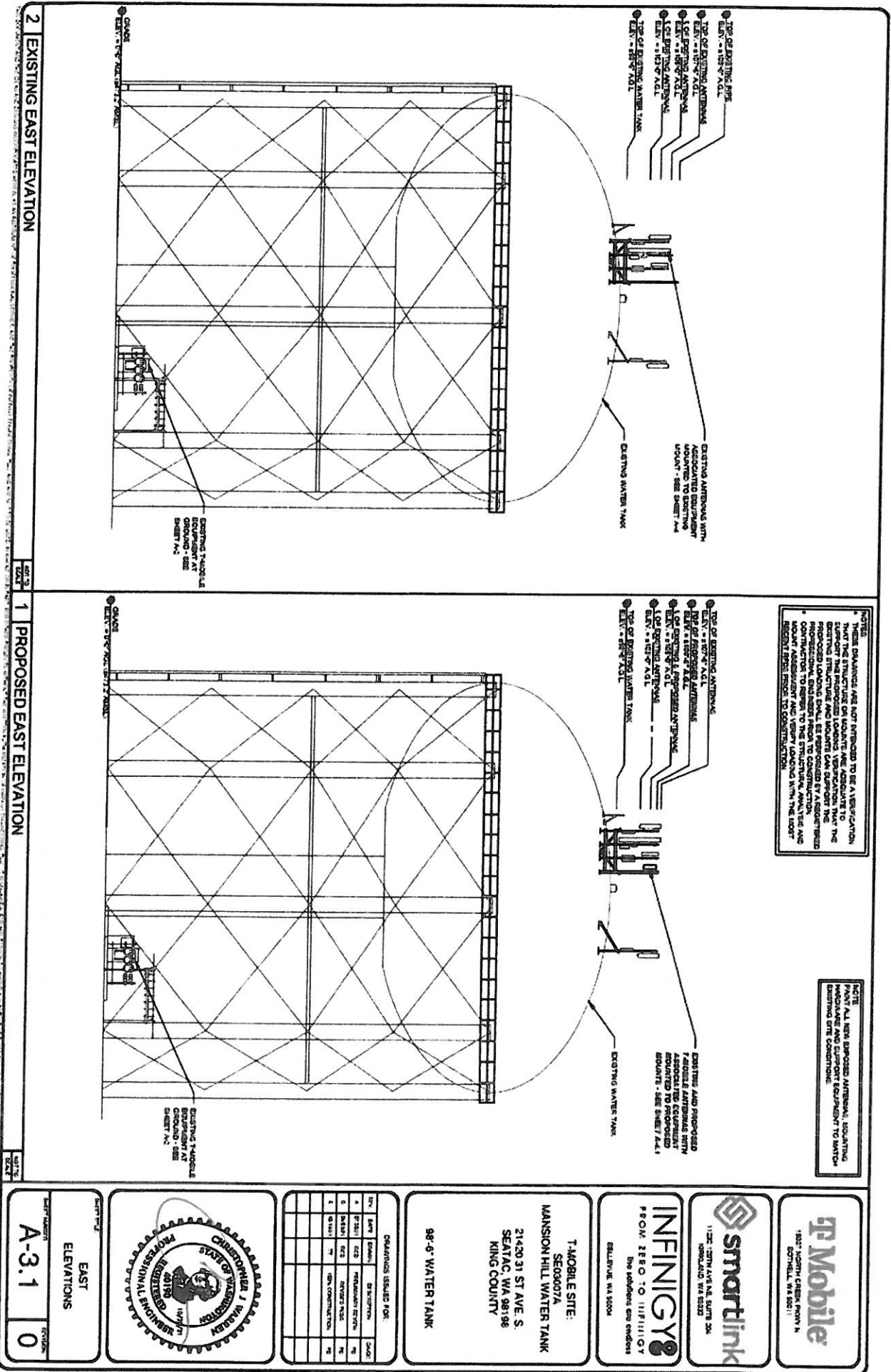
SOUTH ELEVATIONS

A-3

0

Exhibit D-3

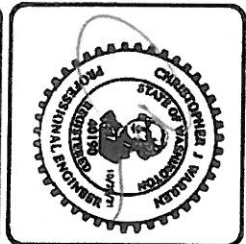
Depiction of Equipment and Facilities on License Area



2 EXISTING EAST ELEVATION

1 PROPOSED EAST ELEVATION

DATE: 10/1/10
 SHEET: A-3.1
 OF: 0



DATE: 10/1/10

REV	DATE	BY	DESCRIPTION
1	10/1/10	JW	ISSUED FOR PERMITS
2	10/1/10	JW	ISSUED FOR PERMITS
3	10/1/10	JW	ISSUED FOR PERMITS
4	10/1/10	JW	ISSUED FOR PERMITS
5	10/1/10	JW	ISSUED FOR PERMITS

96-6 WATER TANK

T-MOBILE SITE:
 SE000074
 MANSION HILL WATER TANK
 21430 31 ST AVE. S.
 SEATAC, WA 98198
 KING COUNTY

INFINIGY
 FROM ZERO TO INFINIGY
 the solutions are endless
 BELLVIEW, WA 98004

smartlink
 11201 12TH AVE NE SUITE 204
 BELLEVUE, WA 98004

T-Mobile
 1807 NORTH CHERMANN N
 EDWALL, WA 98011

EXHIBIT E-1

LICENSEE'S EQUIPMENT – IMPROVEMENTS/INVENTORY

The authorized equipment under this Communications Site Use and License Agreement shall be as depicted in the drawings in amended Exhibits D-1, D-2, and D-3 as follows:

1. Twelve (12) Panel Antennas, three (3) of each of the following:
 - a. Model- AEQK
 - b. Model- AEHC
 - c. Model- FFHH-66C-R3
 - d. Model- 2HH-38A-R4-V2
2. Nine (9) Remote Radio Head/ Remote Radio Unit (RRH/RRU), three (3) of each of the following:
 - a. Model- AHFIG
 - b. Model- AHLOA
 - c. Model- AHFIG
3. Five (5) Tower Mounted Amplifiers (TMA's), Combiner, or COVP:
 - a. Two (2) Model- COVP
 - b. Three (3) Model- TMAT1921B78-21A
4. Nine (9) Cables, three of each of the following:
 - a. Hybrid cable (HCS) 2.0 Trunk, +/- 225'
 - b. 1-5/8" Coaxial Cable, +/- 100'
 - c. Hybrid Jumper Cable, +/- 30'
5. Ground Based Equipment with Ground Space Lease Area of 15' by 10' (150 SF)

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

Agenda Item No.: 5.3
 Agenda Date: 03/02/22
 Reviewed By: BD

Subject: Authorize Amendment No. 1 – Site Lease Agreement with T-Mobile West, LLC
Mansion Hill Tank Site

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

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

ATTACHMENTS:

1. Resolution 22-3-2C
2. Attachment-1: Amendment No. 1 to Lease Agreement

COMMENTS:

T-Mobile desires to expand the use of the License Area on the Reservoir by the addition or modification of certain Equipment, and District desires to consent to the Licensee’s further use of the License Area, subject to Licensee’s payment of additional Base Rent to the District for the further use of the License Area.

The current Base Rent payable under the Agreement is Thirty-Three Thousand Two Hundred Sixty-One and 54/100 Dollars (\$33,261.54) per year. The increase in base rent will be \$5,012.00 per year for an amended base rate in 2022 at \$38,273.54.

Staff recommends approval of this resolution.