

**AMENDMENT NO. 2 TO FACILITIES LEASE FOR
TELECOMMUNICATIONS FACILITIES**

DATED: _____, 2023 (“**Effective Date**”)

BETWEEN: City of Redmond

AND: New Cingular Wireless PCS, LLC

By written Facilities Lease for Telecommunications Facilities and Addendum #1 dated November 30, 2005, and Amendment No. 1 to Facility Lease for Telecommunications Facilities dated December 18, 2018,, (hereinafter collectively referred to as the “**Lease**”) between **City of Redmond, a Washington municipal corporation** (hereinafter referred to as “**City**”) and **New Cingular Wireless PCS, LLC, a Delaware limited liability company** (hereinafter referred to as “**Lessee**”), executed a lease for wireless telecommunication facilities at **Novelty Hill/Redmond Ridge Tank No. 2 Facility** located at **22515 NE Marketplace Drive, Redmond, Washington** (hereinafter referred to as the “**Facility**”). The parties hereby agree to amend the Lease consistent with the terms contained in this Amendment No. 2 to Facilities Lease for Telecommunications Facilities (“**Amendment**”) as follows.

RECITALS

WHEREAS, Lessee desires to modify its wireless telecommunications facility equipment located upon the Facility; and

WHEREAS, pursuant to Section 2 of the Lease, no substantive additions to or modifications of any of the described and depicted equipment in Exhibits B and C shall be permitted without Lessee first having received prior authorization from the City through an amendment to the Lease; and

WHEREAS, Lessee and the City now wish to amend the terms of the Lease to modify the use of the Facility as set forth herein.

NOW, THEREFORE, the City and Lessee agree as follows:

AGREEMENT

1. Specific Terms.

- a. **Amendment to Exhibit B.** Exhibit “B” of the Lease is deleted in its entirety and replaced by the **Amended Exhibit “B” “Equipment Description”**, consisting of a written description of the equipment located on the Facility, which is attached and incorporated herein.
- b. **Amendment to Exhibit C.** Exhibit “C” of the Lease is deleted in its entirety and replaced by the **Amended Exhibit “C” “Illustrated Facility”**, consisting of a graphic representation of the equipment site plan, which is attached and incorporated herein.

- c. **Amendment to Section 23 – Insurance.** Section 23 of the Lease is deleted in its entirety and replaced by the following:

Lessee shall carry and maintain for the duration of the Lease, insurance against claims for injuries to persons, death, or damages to property which may arise from or in connection with the exercise of the rights, privileges and authority granted hereunder to Lessee, its agents, representatives, or employees. Lessee shall provide an insurance certificate, together with a blanket endorsement copy including the City, its officers, elected officials, agents, employees, representatives, engineers, consultants and volunteers as additional insureds as respects to this Agreement, under the Commercial General Liability and Automobile Liability policies and shall provide to the City for its inspection prior to the commencement of any work or installation of any facilities pursuant to this Lease, such insurance certificate which shall evidence:

- A. Commercial general liability insurance per ISO form CG 00 01, written on an occurrence basis with limits of:
 - (1) Two Million Dollars (\$2,000,000) each occurrence;
 - (2) Two Million Dollars (\$2,000,000) for Products/Completed Operations Aggregate;
 - (3) Two Million Dollars (\$2,000,000) for Advertising/Personal Injury; and
 - (4) Two Million Dollars (\$2,000,000) general aggregate
- B. Automobile liability for owned, non-owned and hired vehicles with a combined single limit of Two Million Dollars (\$2,000,000) for each accident;
- C. Worker's compensation within statutory limits or be a qualified self-insurer and employer's liability insurance with limits of One Million Dollars (\$1,000,000) per accident, per disease per employee, per disease policy limit; and
- D. Umbrella or excess liability insurance in the amount of Five Million Dollars (\$5,000,000) per occurrence and in the aggregate. Lessee may use any combination of primary and excess insurance to meet the total limits required.

Insurance is to be placed with insurers with a current A.M. Best rating of not less than **A-: VII.**

The liability insurance policies required by this Section shall be maintained by Lessee throughout the term of this Lease, and such other period of time during which Lessee is operating without a Facilities Lease or is engaged in the removal of its telecommunications facilities. Failure to maintain such insurance shall be grounds for Lease cancellation. Payment of deductibles and self-insured retentions shall be the sole responsibility of Lessee. Lessee's insurance shall be primary insurance with respect to the insurance carried by the City, its elected and appointed

officers, officials, employees, agents, representatives, engineers, consultants, and volunteers. Any insurance maintained by the City, its elected and appointed officers, officials, employees, consultants, agents, representatives, engineers, and volunteers shall be in excess of Lessee's insurance and shall not contribute with Lessee's insurance.

In addition to the coverage requirements set forth in this Section, Lessee will provide at least thirty (30) days written notice to the City, of cancellation or non-renewal of any required coverage that is not replaced.

Within thirty (30) days after receipt by the City of said notice, and in no event later than fifteen (15) days prior to said cancellation or intent not to renew any of the required coverage, Lessee shall obtain and furnish to the City a replacement insurance certificate meeting the requirements of this Section.

Failure on the part of the Lessee to maintain the insurance, as required, shall constitute a material breach of this Lease. The City may, after giving five business days' notice to the Lessee to correct the breach, terminate the Lease or, at its discretion, carry or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand.

- d. **Amendment to Section 26 – Restoration Bond.** Section 26 of the Lease is deleted in its entirety and replaced by the following:

Before undertaking any of the work, installation, improvements, construction, repair, relocation, or maintenance authorized by this Lease, Lessee shall furnish a performance bond written by a corporate surety acceptable to the City equal to at least 150% of the estimated cost of completing or removing Lessee's Telecommunications Facilities and other improvements and restoring the public ways and City-owned property to its pre-construction condition ordinary wear and tear excepted. Said bond shall be required to remain in full force until sixty (60) days after completion of the construction and/or improvements and shall warrant all such restoration work for a period of one (1) year. The purpose of this bond is to guarantee completion or removal of Lessee's Telecommunications Facilities which are partially completed and/or non-conforming and other improvements installed by Lessee and to fully restore the public ways and City-owned property to its pre-construction condition ordinary wear and tear excepted.

- e. **Amendment to Section 27 – Security Fund.** Section 27 of the Lease is deleted in its entirety and replaced by the following:

Before undertaking any of the work, installation, improvements, construction, repair, relocation or maintenance authorized by this Lease, Lessee shall establish a permanent security fund in the amount of Fifty Thousand Dollars (\$50,000.00) with the City to guarantee the full and complete performance of the requirements of this Lease, the requirements of RMC Chapter 12.14, and to guarantee payment of any costs, expenses, damages, or loss the City pays or incurs, including civil penalties, because of any failure

attributable to Lessee to comply with the codes, ordinances, rules, regulations, or permits of the City. Prior to withdrawal of any funds from the security fund, the City shall comply with the provisions of RMC Section 12.14.640 as that section presently exists or is hereafter amended. Provided that Lessee may provide, in lieu of a cash security deposit to the City, an unconditional letter of credit made out to the City, or bond, in the amount of Fifty Thousand Dollars (\$50,000.00) to secure performance under this Lease. The letter of credit shall be in a form acceptable to the City Attorney.

- f. **Amendment to Section 39 – Notice.** Section 39 of the Lease is deleted in its entirety and replaced with the following:

NOTICES: All notices, requests, demands and communications hereunder will be given by first class certified or registered mail, return receipt requested, or by a nationally recognized overnight courier, postage prepaid, to be effective when properly sent and received, refused, or returned undelivered. Notices will be addressed to the parties as follows.

If to Lessee:

New Cingular Wireless PCS, LLC
Attn: Network Real Estate Administration
Re: Cell Site No.: WA1629; Cell Site Name: Novelty Hill (WA)
Fixed Asset No.: 10066976

1025 Lenox Park Blvd. NE,
Third Floor
Atlanta, GA 30319

With a required copy of the notice sent to:

New Cingular Wireless PCS, LLC
Attn: Legal Department - Network Operations
Re: Cell Site No.: WA1629 Cell Site Name: Novelty Hill (WA)
Fixed Asset No.: 10066976

208 South Akard Street
Dallas, TX 75202-4206

If to City:

City of Redmond
Attn: Finance - Real Property MS:3NFN
PO Box 97010
15670 NE 85th St.
Redmond, WA 98073-9710

City of Redmond
Attn: City Attorney
PO Box 97010 15670 NE 85th St.
Redmond, WA 98073-9710

2. General Terms.

- a. Full Force and Effect. Except as specifically set forth in this Amendment, all terms and conditions of the Lease will remain in full force and effect as written.
- b. Authority. Each of the parties represent and warrant that they have the right, power, legal capacity, and authority to enter into and perform their respective obligations under this Amendment.
- c. Counterpart. This Amendment may be executed in duplicate counterparts, each of which shall be deemed on original.
- d. Capitalized Terms. Unless defined differently herein, all capitalized terms in this Amendment have the same meaning as in the Lease.
- e. Section References. Except as otherwise expressly set forth in this Amendment, all references to sections are the sections as set forth in the Lease.
- f. Binding Effect. This Amendment shall be binding on the parties, and their respective successors and assigns. This Amendment was negotiated by the parties with legal representation, and any rule of construction or interpretation otherwise requiring this Amendment to be construed or interpreted against a party shall not apply.
- g. Further Action. The parties shall execute and timely deliver all documents, provide all information, and take all actions as may be necessary or appropriate to achieve the purposes of this Amendment.
- h. Severability. If any one or more provisions of this Amendment is held by a court of competent jurisdiction to be unconstitutional or invalid, that decision shall not affect the validity of the remaining portion(s) of this Amendment and the remainder shall remain in full force and effect.
- i. Recitals. The recitals to this Amendment are material to the terms and conditions of this Amendment. The parties acknowledge the accuracy of the information recited therein and incorporate said information as part of this Amendment.

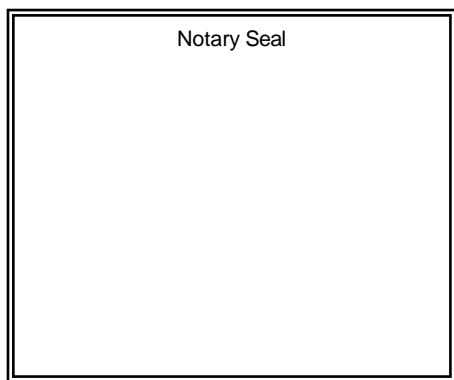
IN WITNESS WHEREOF, the parties have caused this Amendment to be effective as of the Effective Date.

<p>CITY OF REDMOND, a Washington municipal corporation</p> <p>_____</p> <p>ANGELA BIRNEY, MAYOR</p>	<p>NEW CINGULAR WIRELESS PCS, LLC, a Delaware limited liability company</p> <p>By: AT&T Mobility Corporation Its: Manager</p> <p>By: _____</p> <p>Print Name: _____</p> <p>Title: _____</p> <p>Date: _____</p>
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STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

I certify that I know or have satisfactory evidence that ANGELA BIRNEY is the person who appeared before me, and that he/she 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 the **City of Redmond** to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated this _____ day of _____, 2023.



Notary Signature: _____

Printed Name: Cheryl D. Xanthos

Notary Public for the State of Washington

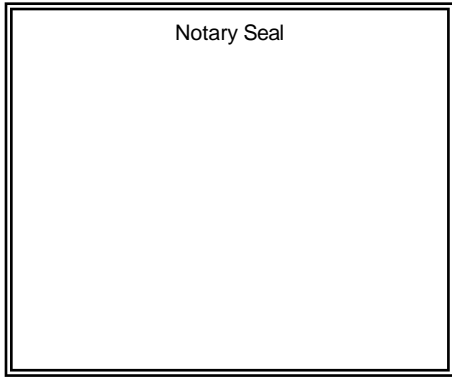
Residing In: _____

My Commission Expires: _____

STATE OF _____)
) ss.
COUNTY OF _____)

I certify that I know or have satisfactory evidence that _____
is the person who appeared before me, and that he/she 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 AT&T Mobility 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 this _____ day of _____, 2023.



Notary Signature: _____

Printed Name: _____

Notary Public for the State of _____

Residing In: _____

My Commission Expires: _____

Amended Exhibit “B” - Equipment Description

Water Tank Installation

Remove: [6] Existing panel antennas
 [18] Diplexers
 [6] TMAs
 [12] Coax Cables

Add: [6] Stacked 5G antennas
 [4] Panel Antennas
 [3] Radios

Resulting in:

[6] Stacked 5G antennas
[6] Panel Antennas
[3] Surge/fiber box
[12] Remote Radio Heads
[3] Fiber trunks

Ground Installation (remains the same):

[2] cabinets, additional cabinets as needed within lease area

**Amended Exhibit “C” – Site Plan of
Equipment**

*pages T-1, G-1, G-2, A-1, A-1.1, A-1.2, A-2
and A-2.1*

*from the 8-17-22 plans set to be replaced
with permit-approved plans*