

FACILITIES LEASE FOR TELECOMMUNICATIONS FACILITIES

THIS LEASE is entered into as of the _____ day of _____, 2022 (“Effective Date”) by and between the **City of Redmond** ("City"), Washington, and **DISH Wireless L.L.C.**, a Colorado limited liability company having a place of business at 9601 S. Meridian Blvd., Englewood, Colorado 80112 ("Lessee"), pursuant to Chapter 12.14 of the Redmond Municipal Code (“RMC”) and for the mutual benefits to be derived. The parties hereby agree as follows:

Section 1. Location of Facilities. Lessee is hereby authorized to install the equipment described in its Facilities Lease Application (“Lessee’s Equipment”) on and adjacent to a portion of the **SERT (Southeast Redmond Water Storage Tank)** ("Facility"), as further described in **Exhibit C**, which is attached and incorporated by this reference, for the purposes of providing a wireless communications system. The location of said Facility is **18609 NE 65TH St., Redmond, WA 98052**. Such location (“Property”) is more particularly described in **Exhibit A**, which is attached and incorporated herein by this reference. This Lease does not grant Lessee the right to install a monopole on the Property.

Section 2. Authority Granted. In addition to Lessee’s Equipment, Lessee is authorized to install all necessary supporting improvements, subject to Lessee obtaining required development permits and authorizations from the City. Subject to non-substantive changes resulting from the development review process(es), the original and any subsequent installation of ground space equipment, Lessee’s Equipment and supporting improvements (collectively the “Lessee’s Telecommunications Facilities”), shall be no more extensive than, and substantially in compliance with the written descriptions as contained in **Exhibit B**, and as illustrated by the site plan in **Exhibit C**, both of which exhibits are attached hereto and hereby incorporated in full by this reference. No substantive expansions, additions to or modifications or relocation of any of the described and depicted Lessee’s Telecommunications Facilities shall be permitted without Lessee first having received prior authorization from the City through an amendment to this Lease. Written determination by the City granting or denying any proposed amendment to this Lease shall not be unreasonably withheld, conditioned, or delayed. Lessee may have up to 12 antennas and will be charged additional rent if the number of antennas exceed 12 in any such amendment. No rent will be charged for additional Lessee Equipment as long as it is contained within the fenced area of the ground lease.

Section 3. Rights Granted. Nothing contained within this Lease shall infringe upon the City's right to use the Facility upon which Lessee's Telecommunication Facilities are installed for any purposes the City shall so desire. Further, nothing contained herein shall convey any right, privilege, title, or interest in the Facility to Lessee. This Lease merely authorizes Lessee to use and occupy that portion of the Facility, as described in **Exhibit C (the “Premises”)**, for the limited purposes stated herein. This Lease shall not be deemed to constitute any warranty of title.

Section 4. Installation and Removal of Lessee's Improvements. All improvements installed by Lessee, excluding Lessee's Equipment, but including buildings, landscaping and all other affixed improvements shall become the property of the City upon expiration or termination of the Lease if not removed by Lessee after ninety (90) days after expiration of this Lease and Lessee shall within thirty (30) days of written request, execute any documents to further confirm conveyance of title if so requested by the City. Provided, however, that the City may require Lessee to remove the same at its sole cost and expense within ninety (90) days after the termination or expiration of this Lease. In the event the City requires Lessee to remove any such improvements, the same shall be accomplished within ninety (90) days after notice from the City to Lessee of the requirement of removal. During installation and removal of Lessee's Telecommunication Facilities, Lessee shall comply with RMC Section 6.36. Prior to the commencement of installation or removal construction, Lessee shall obtain approval of its landscaping and construction plans from the City, and, if necessary, a Right-of-Way Use Permit pursuant to RMC Section 12.14.810, which approval should not be unreasonably withheld or delayed.

Section 5. Access. Lessee shall have at all times the right of ingress and egress to and from the Facility, over and across the City's property adjacent to the Facility; provided however, that such right will not in any manner interfere with the City's use of the Facility or adjacent property, and this right of ingress and egress shall terminate concurrently ninety (90) days after the termination or expiration of this Lease. However, except in the event of emergency as specified in Section 7, Lessee shall give three (3) days advance written notice to the City prior to commencement of any maintenance or repair of its Telecommunications Facilities located upon the Facility. Provided further, that access to a secured site shall be coordinated at least 72 hours in advance through the Public Works Department during regular business hours and the Redmond Police Department at all other times. For the purposes of this Section, a "secured site" shall mean any site which is gated, fenced, locked, or which otherwise has limited or restricted access imposed by the City.

The City shall, upon request of Lessee, provide a list of emergency telephone numbers known to the City of the other lessees at the Facility site.

Section 6. City Work. If at any time the City determines that the Facility must be entered to perform work and the work to be performed is in an area near or adjacent to Lessee's Equipment, upon request by the City the Lessee shall shut down Lessee's Equipment that is in close proximity to the City's work for the duration that personnel will be performing work near or adjacent to Lessee's Equipment. City will endeavor to contact Lessee at least five (5) working days in advance of any scheduled work which will require a shutdown request. The parties will use good faith efforts to coordinate their schedules, to minimize the down time for Lessee's Equipment, and to schedule the down time outside of Lessee's customers' peak periods of usage if it is reasonable to do so under the circumstances.

Section 7. Emergency Work. In the event of any emergency at the Facility, the City shall have the right to turn off the Lessee's Equipment without prior notification. Lessee shall ensure that

any switches for turning off the Lessee's Equipment are properly labeled, include an emergency contact phone number, and are readily accessible to the City. The City will endeavor to notify the Lessee as soon as possible of any emergency that requires the City to turn off Lessee's Equipment.

In the event of any emergency in which any of Lessee's Telecommunications Facilities located in, above, or under any public way or City-owned property breaks, are damaged, or if Lessee's construction area is otherwise in such a condition as to immediately endanger the property, life, health, or safety of any individual, Lessee shall immediately take the proper emergency measures to repair its facilities, to cure or remedy the dangerous conditions for the protection of property, life, health, or safety of individuals without first applying for and obtaining any permit or other authorization as required by this Lease. However, this shall not relieve Lessee from the requirement of notifying the City of the emergency work and obtaining any permits necessary for this purpose after the emergency work. Lessee shall notify the City by telephone immediately upon learning of the emergency and shall apply for all required permits not later than the second succeeding day during which the Redmond City Hall is open for business.

Section 8. Dangerous Conditions, Authority for City to Abate. Whenever construction, installation, or excavation of Lessee's Telecommunications Facilities authorized by this Lease has caused or contributed to a condition that appears to substantially impair the lateral support of the adjoining public way, street, or public place, or endangers the public, street, utilities, or City-owned property, the Public Works Director or Parks Director or their respective designee may direct Lessee, at Lessee's own expense, to take reasonable action to protect the public, adjacent public places, City-owned property, streets, utilities, and public ways. Such action may include compliance within a prescribed time.

In the event that Lessee fails or refuses to promptly take the actions directed by the City, or fails to fully comply with such directions, or if emergency conditions exist which require immediate action, the City may enter upon the property and take such actions as are reasonably necessary to protect the public, the adjacent streets, utilities and public ways, to maintain the lateral support thereof, or actions regarded as necessary safety precautions; and Lessee shall be liable to the City for the costs thereof. The provisions of this Section shall survive the expiration, revocation, or termination by other means of this Lease for so long as Lessee's Telecommunication Facilities are on the Facility.

Section 9. Consideration. The Annual Rental Fee ("Annual Rent") for the Facility shall be **Thirty-Six Thousand Two Hundred and Fifty-Two no/100 dollars (\$36,252.00)** per year if Lessee executes this Lease within the calendar year 2022 except as modified below. If Lessee executes this Lease within the calendar year 2023, the first year's Annual Rent shall be **Thirty-Seven Thousand Seven Hundred and Two and no/100 Dollars (\$37,702.00)** except as modified below.

9.1 In the first year of this Lease, Annual Rent shall be paid in full within thirty (30) days after the Commencement Date of the Lease. Annual Rent for each year after the first shall be paid in full each year within thirty (30) days of the anniversary of the Commencement Date of the Lease. The Commencement Date will be the first day of the month following sixty (60) days after the City

issues the building permit for the installation of Lessee's Facilities at the Premises. Any Annual Rent payment received more than thirty (30) days after its due date shall include a late payment penalty at the lesser of 5% per month or the highest rate permitted by law; provided, however, the City agrees to provide written notice to Lessee before assessing a late payment penalty and that no late payment penalty shall apply if Lessee makes such payment within five (5) business days after receipt of such notice.

9.2 After the first year, the Annual Rent shall be increased by **four percent (4%)**.

9.3 Should Lessee request to renegotiate the financial terms of the Lease prior to the Commencement Date of the fourth renewal term, Lessee shall pay City a renegotiation fee equal to three months of the then current Annual Rent. The provisions shall not apply should Lessee request to increase rent due to the increase in square footage or a change in the usage of the Premises by Lessee.

Section 10. Licenses, Fees, and Taxes. Prior to constructing any improvements upon the Facility, Lessee shall obtain a business license from the City pursuant to RMC Chapter 5.04 and submit a Telecommunications Business Registration as required by RMC Section 5.75.030. Further, Lessee shall pay promptly, and before they become delinquent, all taxes on all merchandise, personal property and improvements owned or placed by Lessee on the Facility; shall pay all license fees and public utility charges related to the conduct of Lessee's business on the Facility; shall pay for all permits, licenses and zoning approvals relating to the conduct of business on the Facility by Lessee; shall pay the leasehold tax levied by RCW Chapter 82.29A and RMC Chapter 3.34, unless documentation of exemption is provided to City; and shall pay any other tax, including utility taxes and business license fees imposed by the City on Lessee's Equipment provided that such taxes and fees are consistently applied to other similar tenants and uses.

Section 11. Reimbursement of City Expenses. Lessee shall be subject to all review, inspection, supervision and permit fees associated with activities undertaken through the authority granted in this Lease or under the laws of the City. Where the City reasonably incurs costs and expenses in connection with the preparation of this Lease with Lessee including but not limited to attorneys, consultants, City Staff and the City Attorney's Office that exceed the lease application fee, Lessee shall reimburse the City directly for any and all reasonable costs after receiving an invoice documenting said costs and expenses in sufficient detail to demonstrate that they were reasonably related to the preparation of this Lease.

11.1 In addition to the above, Lessee shall promptly reimburse the City for any and all costs the City reasonably incurs in response to any emergency caused by Lessee's Telecommunications Facilities.

11.2 Lessee shall, within thirty (30) days after written demand, reimburse the City upon submittal by the City of an itemized billing by project of costs associated with Lessee's proportionate share of all actual, identified expenses reasonably incurred by the City in planning, constructing,

installing, repairing, altering, or maintaining any City facility as the result of the presence of Lessee's facilities. Such costs and expenses shall include but not be limited to Lessee's proportionate cost of City personnel assigned to oversee or engage in any work. Furthermore, Lessee's proportionate share of such costs assessed pursuant to this Section 11.2 shall not exceed fifteen thousand dollars (\$15,000.00) unless the City demonstrates the actual expenses exceed fifteen thousand dollars (\$15,000.00).

11.3 The time of City employees shall be charged at their respective rate of salary, including overtime if applicable, plus benefits and overhead. Any other costs will be billed proportionately on an actual cost basis. All billings will be itemized so as to specifically identify the costs and expenses for each project for which the City claims reimbursement pursuant to this Section 11. A charge for the actual costs incurred in preparing the billing may also be included in said billing. The billing may be on an annual basis or sooner, but the City shall provide Lessee with the City's itemization of costs at the conclusion of each project for information purposes.

11.4 The time of City employees shall be charged at their respective rate of salary, including overtime if applicable, plus benefits and overhead. Any other costs will be billed proportionately on an actual cost basis. All billings will be itemized so as to specifically identify the costs and expenses for each project for which the City claims reimbursement. A charge for the actual costs incurred in preparing the billing may also be included in said billing. The billing may be on an annual basis or sooner, but the City shall provide Lessee with the City's itemization of costs at the conclusion of each project for information purposes. Lessee shall be entitled to a credit for amounts paid with its application.

Section 12. Utilities. Lessee shall provide its own utility services, either by agreement between Lessee and existing user or users, or by obtaining a separate meter for electricity or other utilities to be placed in Lessee's name.

12.1 The City agrees to grant Lessee a utility easement on the Property to serve Lessee's Telecommunication Facilities, if such an easement is necessary. However, the location of any such utility easement shall require the City's written approval and consent. Such approval by the City should not be unreasonably withheld, conditioned, or delayed.

12.2 Any expansion, relocation, or change of a utility service provider serving Lessee's Telecommunication Equipment shall require review, approval and written consent of the City. Written consent may be in the form of an amendment to this Lease, establishment of an easement(s), and/or permission by license or permit, for use of the Facility, if not anticipated by this Lease. Approval by the City of an amendment, permission, license or permit should not be unreasonably withheld, conditioned, or delayed.

Section 13. Term. The rights granted under this Lease shall have a term of five (5) years commencing on the Commencement Date. The term shall automatically be extended for up to two (2) additional consecutive terms of five (5) years each (each a "Renewal Term") unless Lessee delivers written notice to the City at least one hundred twenty (120) days prior to the expiration of the

then current term that Lessee is not renewing the Lease.

Section 14. Additional Renewal. After the second Renewal Term, unless the City gives written notice to Lessee that a renewal application will be required, or that the Lease will not be renewed or extended by the City, such notice being received at least one hundred twenty (120) days prior to the end of the Lease's current term, Lessee shall have the right to extend this Lease for additional five-year terms, the additional successive renewal terms shall be deemed to have occurred automatically without action by either party. If, at least one hundred twenty (120) days prior to the expiration of the Second Renewal Term, the City gives written notice to Lessee that a renewal application will be required, if Lessee desires to renew the Lease, then Lessee shall file an application for renewal at least thirty (30) days before expiration of this Lease. The renewal application shall include the following:

- A. The information required pursuant to RMC Section 12.14.300;
- B. Any information required pursuant to this Lease;
- C. All deposits or charges required pursuant to RMC Chapter 12.14; and
- D. The renewal fee required for filing a telecommunications lease application to recover City costs.

E. Recognizing that the City is under no obligation to grant a renewal of this Lease, the City shall consider and take action on renewal applications within one hundred twenty (120) days after receiving a complete application. When such action is taken the City shall issue a written determination denying, granting, or granting with conditions that are reasonably necessary to ensure compliance with RMC Chapter 12.14 or any other such criteria as the City Council may choose to apply. This Lease may not be renewed by the City if there has been an uncured breach of the Lease during the preceding term and shall not be renewed until any ongoing violations or defaults in the Lessee's performance of this Lease or of the requirements of RMC Chapter 12.14 and any other lawful applicable regulations relating to the use and management of City property, have been cured, or a plan detailing the corrective action to be taken by the Lessee has been approved by the City.

Section 15. Joint Users. All of Lessee's Telecommunication Facilities shall, to the extent technology and space permits, be available for joint use by existing or future users of the site, including the City. The City shall have the authority to permit the same without a change to Lessee's compensation. Said use shall not prevent Lessee from using Lessee's Equipment, nor cause interference with Lessee's transmission and signals. The City will provide Lessee with at least thirty (30) days' prior written notice of a new joint user.

Section 16. Business Purpose. Lessee shall conduct and carry on in the Facility only the business for which the Facility is leased and shall not use the Facility for any additional or illegal purposes. Lessee agrees that no stock of goods will be carried, or anything done in or about the

Facility which will increase the present rate of insurance.

Section 17. Alterations. As provided in Section 2 hereof, Lessee shall not make any substantive expansions, material alterations, additions, relocation, modification or improvements to said Facility without the prior review and authorization from the City through an amendment to this Lease. Lessee shall submit to City a written request for any change and any supplemental materials as may be requested for City's evaluation and approval. City shall have sixty (60) days after receipt of all requested materials in which to respond to such request and unless City so notifies Lessee to the contrary such approvals shall be deemed granted.

Section 18. Lights, Signs and Symbols. All lights, signs or symbols placed on the Facility by Lessee shall be subject to the prior approval of the City, which approval should not be unreasonably withheld, conditioned or delayed. In the event Lessee shall place lights, signs or symbols on the Facility in locations which were not approved by the City during the plan review, the City may demand the immediate removal of such lights, signs or symbols, and the refusal of Lessee to comply with such demand within a period of 72 hours after receipt of written notice will constitute a breach of this Lease, thereby entitling the City to remove the lights, signs or symbols and seek reimbursement from Lessee pursuant to Section 11 above. Any lights, signs or symbols placed upon the Facility shall be so placed upon the understanding and agreement that Lessee will remove the same within 90 days after the termination or expiration of this Lease and repair any resulting damage or injury to the Facility. If such lights, signs or symbols are not so removed upon termination by Lessee, then the City may have the same removed at Lessee's expense.

Section 19. Compliance with All Applicable Laws. Lessee agrees to comply with all present and future federal, state and local laws, ordinances, rules and regulations in connection with its construction on the Facility or Property, its use of the Facility or Property, and in performing any and all work upon the Facility or Property. This Lease is subject to ordinances of general applicability enacted pursuant to the City's police powers. Lessee further agrees to save and hold the City harmless from damage, loss or expense arising out of the said use or work, unless caused by the City's sole negligence or misconduct, and to remove all liens or encumbrances arising as a result of said use or work. Lessee shall, at its own expense, maintain the Facility and Lessee's Telecommunication Facilities in a safe condition, in good repair and in a manner suitable to the City. Lessee further agrees to monitor for fire, smoke, intrusion and A/C power failure on the Facility. Additionally, Lessee shall keep the Facility and Property free of debris and anything of a dangerous, noxious or offensive nature or which would create a hazard or undue vibration, heat, noise or any interference with City services. Lessee shall have sole responsibility for the maintenance, repair and security of its equipment and leasehold improvements, and shall keep the same in good repair and condition during the Lease term.

Section 20. Permits and Licenses. This Lease is contingent upon Lessee's obtaining all required governmental permits, licenses and approvals to locate on the Facility and offer Lessee's proposed services. Lessee shall not commence construction of any of Lessee's Telecommunication Facilities until commencement of this Lease and issuance of all necessary governmental permits, licenses and approvals. If Lessee is unable to obtain such permits, licenses and approvals, Lessee

may cancel this Lease and obtain a pro rata refund of any rents paid without further obligation by giving thirty (30) days prior written notice to the City. Any holding over after the expiration of the term thereof, with the consent of the City, shall be construed to be a tenancy from month to month and shall otherwise be on the terms, covenants and conditions herein specified. Lessee accepts the Facility in the condition existing as of the Effective Date. City makes no representation or warranty with respect to the condition of the Facility, or the premises and City shall not be liable for any latent or patent defect in the Facility or the premises.

Section 21. Cancellation. In the event that Lessee determines that the Facility is unsuitable for the intended purpose based upon initial or future engineering or technological requirements, Lessee reserves the right to cancel this Lease upon one hundred twenty (120) days written notice to the City, unless a different notice period is specified elsewhere in this Lease. In such event, no prepaid rent shall be refundable and Lessee's rights and obligations, except for restoration, as specified in Section 42, indemnification, as specified in Section 25, and maintenance of insurance, as specified in Section 24, and removal of all liens and encumbrances as specified in Section 19 shall cease.

Section 22. Interference. The City may have previously entered into leases with other lessees ("senior lessees") to lease space on the Facility for senior lessees' equipment and antenna facilities. Lessee acknowledges that the City is leasing the Facility for the purposes of transmitting and receiving telecommunication signals from the Facility. The City, however, is not in any way responsible or liable for any interference with Lessee's use of the Facility which may be caused by the use and operation of City-operated electronics equipment or any senior lessee's electronics equipment, even if caused by new technology. In the event that any senior lessee's activities or electronics equipment existing as of the Effective Date of this Lease interfere with Lessee's use of the Facility, and Lessee cannot work this interference out with the other senior lessees, Lessee may, upon thirty (30) days' notice to City, terminate this Lease and restore the Facility and Property to its original condition, reasonable wear and tear excepted and subject to complying with Section 21 and the Sections referenced therein. In such event, Lessee shall be entitled to a pro rata refund of all pre-paid rent. Lessee shall cooperate with all other users to identify the causes of and work towards the resolution of any electronic interference problem. In addition, Lessee agrees to eliminate any interference caused to City facilities or to radio or television equipment or surrounding residences in the vicinity of the subject property by Lessee's facilities at Lessee's own expense and without imposition on City equipment. The City has the right to grant rights for use of other telecommunications facilities on the Facility and the City agrees that it will use reasonable efforts to protect Lessee from interference from subsequent users of the Facility through appropriate lease terms. If any subsequent users of the Facility cause Lessee's equipment to suffer from interference for a period more than seventy-two (72) hours following written notification thereof, City shall cause any interfering party to relocate their equipment so that it no longer causes interference. The parties acknowledge and agree that there will not be an adequate remedy at law for noncompliance with the provisions of this Section, and therefore either party shall have the right to equitable remedies, including, without limitation, injunctive relief and specific performance.

Section 23. Relocation of Lessee's Telecommunication Facilities. Within ninety (90) days

following written notice from the City, Lessee shall, at its own expense, temporarily remove, relocate, change or alter the position of Lessee's Telecommunications Facilities upon the Property whenever the Public Works Director or Parks Director or their respective designee shall have determined that such removal, relocation, change or alteration is reasonably necessary for construction, alteration, repair, maintenance, installation, or improvement for the operations of the City or other governmental entity in or upon the Property. Any removal, relocation, change or alternations shall be at the Lessee's own expense. When such a notice is given by the City, the City shall grant a lease amendment without further application; provided, however that a fee for the review and approval of the alternative location and/or relocation back to the Facility shall be assessed to, and paid by, the Lessee. In the event that a suitable alternative location for Lessee's Telecommunications Facilities cannot be located, Lessee shall have the right to terminate this Lease upon thirty (30) days written notice to the City, and shall be entitled to a pro rata refund of all pre-paid rent and subject to complying with Section 21 and the Sections referenced therein. Notwithstanding the foregoing, City agrees that relocation or temporary removal shall not be required more than one (1) time during any five (5) year period unless required in the event of an emergency.

Section 24. Insurance. Lessee shall procure and maintain for so long as Lessee has its Telecommunication Facilities on the Property, 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 require that every subcontractor maintain substantially similar insurance coverage with substantially similar policy limits as required of Lessee. Lessee shall provide an insurance certificate from insurers with a current A.M. Best rating of not less than A:XII, together with an endorsement copy listing the City, its officers, elected and appointed officials, agents, employees, representatives, engineers, consultants and volunteers as additional insureds, under the Commercial General Liability, Automobile Liability and Comprehensive Form 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, inclusive of umbrella, written on an occurrence basis with limits not less than:

- (1) \$2,000,000.00 for bodily injury or death to each person;
- (2) \$2,000,000.00 for property damage resulting from any one accident; and
- (3) \$2,000,000.00 for all other types of liability

B. Automobile liability for owned, non-owned and hired vehicles with a limit of \$2,000,000.00 for each person and \$2,000,000.00 for each accident;

C. Worker's compensation within statutory limits and employer's liability insurance with limits of not less than \$1,000,000.00; and

D. Comprehensive Form premises-operations, explosions and collapse hazard, and products completed hazard with limits of not less than \$2,000,000.00.

E. Umbrella or excess liability insurance in the amount of \$10,000,000.00.

F. 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 and must be declared to and approved by the City. The insurance certificate required by this Section shall contain a clause stating that coverage shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability. Lessee's insurance shall be primary insurance with respect to 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. Lessee's maintenance of insurance shall not be construed to limit the liability of Lessee to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or equity. Further, Lessee's maintenance of insurance policies required by this Lease shall not be construed to excuse unfaithful performance by Grantee.

F. In addition to the coverage requirements set forth in this Section, Lessee must notify the City of any cancellation or reduction in said coverage. 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, Lessee shall obtain and furnish to the City a replacement insurance certificate meeting the requirements of this Section.

Section 25. Indemnification and Waiver.

A. Lessee hereby releases, covenants not to bring suit and agrees to indemnify, defend and hold harmless the City, its elected and appointed officers, officials, employees, agents, engineers, consultants, volunteers and representatives from any and all claims, costs, judgments, awards or liability to any person arising from injury, sickness, or death of any person or damage to property:

1. For of which the negligent acts or omissions of Lessee, its agents, servants, officers or employees in performing the activities authorized by this Lease are the proximate cause;
2. By virtue of Lessee's exercise of the rights granted herein;
3. By virtue of the City's permitting Lessee's use of the City's public ways or other public property;

4. Based upon the City's inspection or lack of inspection of work performed by Lessee, its agents and servants, officers or employees in connection with work authorized on the Facility or property over which the City has control, pursuant to this Lease or pursuant to any other permit or approval issued in connection with this Lease;

5. Arising as a result of the negligent acts or omissions of Lessee, its agents, servants, officers or employees in barricading, instituting trench safety systems or providing other adequate warnings of any excavation, construction, or work upon the Facility, in any public way, or other public place in performance of work or services permitted under this Lease; and

6. Based upon radio frequency emissions or radiation emitted from Lessee's equipment located upon the Facility, regardless of whether Lessee's equipment complies with applicable federal statutes and/or FCC regulations related thereto.

B. Lessee's indemnification obligations pursuant to Subsection A of this Section shall include assuming potential liability for actions brought against the City by Lessee's own employees and the employees of Lessee's agents, representatives, contractors, and subcontractors even though Lessee might be immune under Title 51 RCW from direct suit brought by such an employee. It is expressly agreed and understood that this assumption of potential liability for actions brought by the aforementioned employees is with respect to claims against the City arising by virtue of Lessee's exercise of the rights set forth in this Lease. The obligations of Lessee under this Subsection B have been mutually negotiated by the parties hereto, and Lessee acknowledges that the City would not enter into this Lease without Lessee's waiver thereof. To the extent required to provide this indemnification and this indemnification only, Lessee waives its immunity under Title 51 RCW as provided in RCW 4.24.115.

C. Inspection or acceptance by the City of any work performed by Lessee at the time of completion of construction shall not be grounds for avoidance of any of these covenants of indemnification. Provided that Lessee has been given prompt written notice by the City of any such claim, said indemnification obligations shall also extend to claims which are not reduced to a suit and any claims which may be compromised prior to the culmination of any litigation or the institution of any litigation. In the event any action or proceeding shall be brought against the City resulting from Lessee's operations hereunder, Lessee shall, at Lessee's sole cost and expense, resist and defend the same provided, however, that Lessee shall not admit liability in any such matter on behalf of the City without the written consent of the City. Nothing herein shall be deemed to prevent City from cooperating with Lessee and participating in the defense of any litigation with City's own counsel. Lessee shall pay all reasonable expenses incurred by City in response to any such actions, suits or proceedings. These expenses shall include all out-of-pocket expenses such as attorneys' fees and shall also include the reasonable value of any services rendered by the City Attorney's office, and the actual expenses of City's agents, employees, consultants and expert witnesses and disbursements and liabilities incurred by City in connection with such suits, actions or proceedings. The City has the right to defend or participate in the defense of any such claim, and has the right to approve any

settlement or other compromise of any such claim.

D. In the event that Lessee refuses the tender of defense in any suit or any claim, said tender having been made pursuant to this Section, and said refusal is subsequently determined by a court having jurisdiction (or such other tribunal that the parties shall agree to decide the matter), to have been a wrongful refusal on the part of Lessee, then Lessee shall pay all of the City's costs for defense of the action, including all reasonable expert witness fees, reasonable attorneys' fees, the reasonable costs of the City, and reasonable attorneys' fees of recovering under this Subsection.

E. The obligations of Lessee under the indemnification provisions of this Section shall apply regardless of whether liability for damages arising out of bodily injury to persons or damages to property were caused or contributed to by the concurrent negligence of the City, its officers, agents, employees or contractors. The provisions of this Section, however, are not to be construed to require the Lessee to hold harmless, defend or indemnify the City as to any claim, demand, suit or action which arises out of the sole negligence or misconduct of the City or its employees, contractors, agents, tenants, representatives or invitees. In the event that a court of competent jurisdiction determines that this Lease is subject to the provisions of RCW 4.24.115, the parties agree that the indemnity provisions hereunder shall be deemed amended to provide that the Lessee's obligation to indemnify the City hereunder shall extend only to the extent of Lessee's negligence.

F. Notwithstanding any other provisions of this Section, Lessee assumes the risk of damage to its Telecommunications Facilities located in the public ways and upon City-owned property from activities conducted by the City, its officers, agents, employees and contractors, except to the extent any such damage or destruction is caused by or arises from the sole negligence, any willful or malicious action on the part of the City, its officers, agents, employees, representatives, or contractors. Lessee releases and waives any and all such claims against the City, its officers, agents, employees and contractors. Lessee further agrees to indemnify, hold harmless and defend the City against any claims for damages, including, but not limited to, business interruption damages and lost profits, brought by or under users of Lessee's facilities as the result of any interruption of service due to damage or destruction of Lessee's facilities caused by or arising out of activities conducted by the City, its officers, agents, employees or contractors, except to the extent any such damage or destruction is caused by or arises from the sole negligence or any willful or malicious actions on the part of the City, its officers, agents, employees, representatives, or contractors.

G. The provisions of this Section shall survive the expiration, revocation, or termination of this Lease.

Section 26. Covenant Not to Bring Suit. The rents, fees and other in-kind compensation, if any, provided for in this Lease are a result of mutual negotiations between the parties. Lessee acknowledges and covenants not to bring suit with respect to the amount of said rents, fees or in-kind compensation seeking to recover all or any portion of the same, and hereby waives any and all such claims against the City and its elected or appointed officials and releases the City and its elected or appointed officials from any and all claims solely related to payment of rents, fees and/or in-kind

services provided for under this Lease.

Section 27. Restoration Bond. 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.

Section 28. Security Fund. 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)** 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)** to secure performance under this Lease. The letter of credit shall be in a form acceptable to the City Attorney.

Section 29. Incorporation of RMC Chapter 12.14. RMC Chapter 12.14, as it now exists or may hereafter be amended, is hereby incorporated in full by this reference. In the event any provision of this Lease conflicts with the provisions of RMC Chapter 12.14, the provisions of this Lease shall prevail.

Section 30. Holdover. Within ninety (90) days after this Lease expires, or is revoked or terminated for any cause, Lessee shall remove Lessee's Telecommunication Facilities from the Facility and Property. If Lessee shall, with the written consent of the City, holdover after the expiration of the term of this Lease, the holdover tenancy shall be on a month-to-month basis, which tenancy may be terminated by the provision of thirty (30) days advance written notice by the party seeking termination of the tenancy to the other party. During such tenancy, Lessee agrees to pay the City the annual rate of rental, prorated on a monthly basis, and further agrees to be bound by all of the terms, covenants, agreements and conditions as herein specified, so far as applicable.

Section 31. Revocation, Forfeiture, and Termination. The rights granted under this Lease may be revoked or forfeited as provided in RMC Section 12.14.690 as said Section presently exists

or is hereafter amended if Lessee fails to cure the breach within thirty (30) days after receipt of written notice from City and such time period will be extended so long as Lessee commences to cure the default and diligently pursues to completion. Provided that the City may elect in lieu of the above and without any prejudice to any of its other legal rights and remedies, to obtain an order from the superior court having jurisdiction compelling the Lessee to comply with the provisions of this Lease and to recover reasonable damages, rent, attorney and collection fees, court costs, attorney's fees upon appeal of any judgment or ruling, and other costs and expenses incurred by the City by reason of the Lessee's failure to comply. No re-entry and taking of possession of the Facility by the City shall be construed as an election on City's part to terminate this Lease, regardless of the extent of renovations and alterations by City, unless a written notice of such intention is given to Lessee by City. Notwithstanding any re-letting without termination, City may at any time thereafter elect to terminate this Lease for such previous breach.

Section 32. Non-Release of Obligations upon Termination. No termination, default, forfeiture, or cancellation of this Lease shall release Lessee from any liability or obligation with respect to any matter occurring prior to such termination, default, forfeiture or cancellation, nor shall termination, default, forfeiture or cancellation release Lessee from its obligation and liability as described in Section 4 herein to remove its facilities and equipment and restore the Facility to its original condition ordinary wear and tear and damage from casualty excepted.

Section 33. City's Removal of Lessee's Property. In the event that this Lease is revoked, forfeited, or otherwise terminated and Lessee fails to remove its improvements from the leased premises within ninety (90) days thereafter, the City shall have the right, but not the obligation, after giving thirty (30) days notice to Lessee, to remove therefrom all of Lessee's property, and may store the same in any place selected by the City, including, but not limited to, a public warehouse at the expense and risk of Lessee. If the City removes Lessee's property as provided under this Section, it shall immediately provide Lessee written notice of such removal, and notice of Lessee's right to redeem the property after payment of any sums due the City, including the City's costs of removal and storage. If within thirty (30) days of such written notice Lessee does not redeem the property, the City shall have the right to sell such stored property. If such property is sold as provided herein, the proceeds of such sale shall be applied first to the cost of the sale, second to the payment of the charges for storage, if any, and third to the payment of any other sums of money which may then be due from Lessee to the City under any terms hereof. The balance, if any, shall be paid to Lessee.

Section 34. Fire and Other Casualty. In the event the Facility is destroyed or damaged by fire, earthquake or other casualty to such an extent as to render the same untenable by Lessee in whole or in a substantial part, Lessee shall have the option to terminate the Lease immediately without further liability for rents due hereunder. If Lessee chooses to terminate this Lease as provided in this Section, Lessee shall be entitled to a refund of any prepaid rent for the applicable Lease term, less the portion of the rent, prorated on a daily basis, that represents the amount of the term that has expired prior to termination of the Lease by Lessee. The City shall have no obligation to repair any damage to any portion of the Facility.

Section 35. Condemnation. In the event of the taking of the Facility by condemnation or otherwise by any governmental, state or local authority, this Lease shall be deemed cancelled as of the time of taking possession by said authority. Lessee shall have no claim to nor shall it be entitled to any portion of any condemnation or other award for damages to the Facility. However, Lessee shall have the right to pursue its own separate award from the condemning authority.

Section 36. Modification, Waiver. No waiver, alteration, amendment or modification of any of the provisions of this Lease shall be binding unless in writing and signed by duly authorized representatives of both parties. Notwithstanding anything herein to the contrary, it is agreed that amendments to this Lease may be approved and executed by the Mayor on behalf of the City.

Section 37. Assignment. This Lease shall run with the property and shall be binding on and inure to the benefit of the parties, their respective successors, personal representatives and permitted assigns. Lessee will not assign or transfer this Lease or sublet all or any portion of the leased premises without the prior written consent from the City, which consent will not be unreasonably be withheld, delayed, or conditioned; provided, however, City may inquire into the qualifications and financial stability of a potential assignee or sublessee and reasonably request any information related to such inquiry and may also condition such approval upon the financial, legal and technical expertise of a proposed assignee or sublessee and upon the resolution of any compliance obligation under the Lease. The terms and conditions of this Lease shall be binding on any sublessee or assignee. In the event of a sublease, the City shall be entitled to forty percent (40%) of any revenue received by Lessee from any sublessee ("Sublessee Rent") which shall be payable to the City within thirty (30) days after receipt by the Lessee. This Sublessee Rent is in addition to the Annual rent paid by the Lessee to the City. Notwithstanding the foregoing, Lessee may assign or sublet, without the City's prior written consent, to any party controlling, controlled by or under common control with Lessee or to any party which acquires substantially all of the stock or assets of Lessee.

Section 38. Non-Waiver of Breach. The failure of the City to insist upon strict performance of any of the covenants and agreements of this Lease, or to exercise any option herein conferred in any one or more instances, shall not be construed to be a waiver or relinquishment of any such covenant, agreement or option, or any other covenant, agreement or option.

Section 39. Cancellation of Prior Leases and Agreements. This Lease supersedes all previous leases and agreements between the parties with respect to the subject matter hereof, and any such agreements are hereby cancelled.

Section 40. Notice. Any notice or information required or permitted to be given to the parties under this Lease may be sent to the below found addresses, unless otherwise specified. If notice is required to be in writing, the notice will be effective on the earlier of personal delivery, or five (5) days after being mailed, postage prepaid, to the following, unless otherwise specified in here:

If to the City:

City of Redmond
Real Property – Finance Dept. MS 3NFN
PO Box 97010
15670 NE 85th Street
Redmond, WA 98073-9710

If to Lessee:

DISH Wireless L.L.C.
Attn: Lease Admin
5701 S. Sante Fe Dr.
Littleton, CO 80120

With a copy to:

DISH Network
Attn: Wireless Legal Dept.
9601 S. Meridian Blvd.
Englewood, CO 80112

Section 41. Attorneys' Fees. If a suit or other action is instituted in connection with any controversy arising out of this Lease, the prevailing party shall be entitled to recover all of its costs and expenses, including such sum as the court may judge reasonable for attorneys' fees, costs, expenses, and attorney's fees upon appeal of any judgment or ruling.

Section 42. Restoration of Property. Lessee shall, after installation, construction, relocation, maintenance, removal, or repair of its Telecommunications Facilities restore any other public and private property improvements, fixtures, structures, facilities, rights-of-way and City-owned property which may be disturbed or damaged by the work, to at least the same condition immediately prior to any such installation, construction, relocation, maintenance, removal or repair, reasonable wear and tear and damage from casualty excepted. The Public Works Director or the Parks Director or their respective designee shall have final approval of the condition of such property after restoration. All survey monuments which are to be disturbed or displaced by such work shall be referenced, replaced and restored, as per WAC 332-120, as the same now exists or may hereafter be amended, and per all pertinent federal, state and local standards and specifications, including, but not limited to, the City of Redmond Benchmark System's second order, first class specifications. The provisions of this Section shall survive the expiration, revocation, or termination by other means of this Lease. All work by Lessee pursuant to this Section shall be performed in accord with City of Redmond Public Works Construction standards and warranted for a period of one (1) year.

Section 43. Non-Severability. Each term and condition of this Lease is an integral part of the consideration given by each party and as such, the terms and conditions of this Lease are not severable. If any section, sentence, clause or phrase of this Lease should be held to be invalid or unconstitutional by a court of competent jurisdiction, this Lease shall terminate unless suitable replacement terms can be agreed to by the parties.

Section 44. Merger. Except for the terms and conditions of applicable and future laws, ordinances, rules, regulations and other City land use approvals, authorizations or permits or related communications, this Lease constitutes the entire understanding and agreement between the parties as to the subject matter herein and no other agreements or understandings, written or otherwise, shall be binding upon the parties upon execution of this Lease.

Section 45. Hazardous Substances. The City represents that it has no actual knowledge of any substance, chemical, or waste (collectively, "Hazardous Substance") on the leased premises that is identified as hazardous, toxic, or dangerous in any federal, state, or local environmental or safety law or regulation. Lessee shall not introduce or use any such substance on the leased premises in violation of any applicable law or regulation, nor shall Lessee allow any of its agents, contractors or any other person under its control to do the same.

Lessee will be solely responsible for and will defend, indemnify, and hold the City, 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 cleanup or restoration of the property associated with Lessee's use, storage, or disposal of Hazardous Substances or the use, storage, or disposal of such substances by Lessee's agents, contractors, or other persons acting under Lessee's control.

The City 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 associated with the City's use of Hazardous Substances.

Section 46. Miscellaneous.

A. City and Lessee respectively represent that its signatory is duly authorized and has full right, power and authority to execute this Lease.

B. This Lease shall be construed in accordance with the laws of the State of Washington. Venue for any dispute related to this Franchise shall be the United States District Court for the Western District of Washington, or King County Superior Court.

C. Section captions and headings are intended solely to facilitate the reading thereof. Such captions and headings shall not affect the meaning or interpretation of the text herein.

D. Where the context so requires, the singular shall include the plural and the plural includes the singular.

E. If the methods of taxation in effect at the commencement date of the Lease are altered so that in lieu of or as a substitute for or in addition to any portion of the property taxes and special assessments, if any, now imposed on equipment, there is imposed a tax upon or against the rentals payable by Lessee to City, Lessee shall also pay those amounts.

F. Lessee shall be responsible for obtaining all other necessary approvals, authorizations and agreements from any party or entity and it is acknowledged and agreed that the City is making no representation, warranty or covenant whether any of the foregoing approvals, authorizations or agreements are required or have been obtained by Lessee from any person or entity.

G. This Lease may be enforced at both law and equity.

H. This Lease may be executed in duplicate counterparts, each of which shall be deemed an original. Signed, scanned and emailed copy and electronic copies of this Amendment shall legally bind the parties to the same extent as original documents.

I. There are no third-party beneficiaries to this Lease.

J. All exhibits annexed hereto form material parts of this Lease.

K. Lessee acknowledges that it, and not the City, shall be responsible for the Premises and Lessee's Equipment's compliance with all marking and lighting requirements of the FAA and the FCC. Lessee shall indemnify and hold the City harmless from any fines or other liabilities caused by Lessee's failure to comply with such requirements. Should the Lessee or the City be cited by either the FCC or FAA because Lessee's Equipment is not in compliance, and should Lessee fail to cure the conditions or noncompliance within the timeframe allowed by the citing agency, and fails to cure within thirty (30) days after receipt of written notice, then the City may either terminate this Lease immediately on notice to Lessee or proceed to cure the conditions of noncompliance at Lessee's expense.

[SIGNATURES ON FOLLOWING PAGE(S)]

IN WITNESS WHEREOF, this Lease is executed as of the latest date it is fully executed by both parties.

CITY OF REDMOND,
a Washington municipal corporation

By: _____

Angela Birney, Mayor

Date: _____

DISH Wireless, L.L.C.,
a Colorado limited liability company

By: _____

Print Name: _____

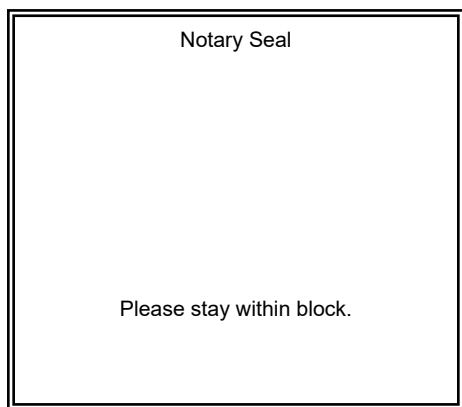
Title: _____

Date: _____

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 she acknowledged that she signed this instrument, on oath stated that she was authorized to execute the instrument and acknowledged it as the Mayor 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 _____, 2022.



Notary Signature: _____

Printed Name: _____

Notary Public for the State of Washington

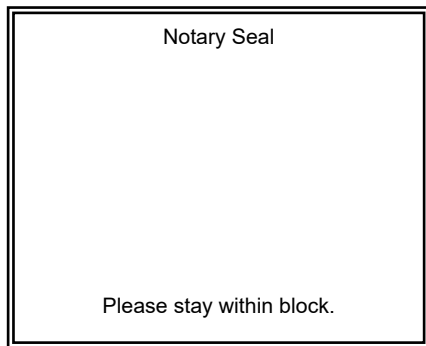
Residing In: _____

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 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 _____ to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated this _____ day of _____, 2022.



Notary Signature: _____

Printed Name: _____

Notary Public for the State of _____

Residing In: _____

My Commission Expires: _____

EXHIBIT A
TO FACILITIES LEASE FOR TELECOMMUNICATIONS FACILITIES

(Legal Description of Facility)

A parcel of land lying within the southwest quarter of Section 7, Township 25 North, Range 6 East, Willamette Meridian, lying within King County, Washington and being more particularly described as follows:

Beginning at the southwest corner of the Cadman Gravel Company Binding Site Plan as recorded under Volume 130 of Plats, Pages 97-100, records of King County, thence North $00^{\circ}17'43''$ East, 167.03 feet, to the southerly right-of-way line of James Campbell Road, as surveyed under survey No. 2712, Volume 396A, records of King County; thence South $89^{\circ}14'17''$ East, 49.12 feet, along said right-of-way line, to a point of curvature; thence along said curve, having a radius length of 316.48 feet, a central angle of $31^{\circ}06'38''$ to the left, an arc distance of 171.84 feet; thence leaving said southerly right-of-way line South $00^{\circ}17'43''$ West, 45.52 feet, thence continuing South $00^{\circ}17'43''$ West, 167.07 feet, to the south line of said Binding Site Plan; thence North $89^{\circ}13'43''$ West, 213.01 feet, along the south line to the Point of Beginning.

Together with:

A parcel of land lying within the southeast quarter of the southwest quarter of Section 7, Township 25 North, Range 6 East, Willamette Meridian, lying within King County, Washington and being more particularly described as follows:

Beginning at the southwest corner of the Cadman Gravel Company Binding Site Plan as recorded under Volume 130 of Plats, Pages 97 through 100, inclusive, in King County, Washington; thence North $89^{\circ}13'44''$ West, 3.36 feet, along the south line of the north 200 feet of the east half of the southeast quarter of the southwest quarter of the said Section 7 to the west line of said subdivision point being the southwest corner of a tract of land conveyed to Redmond Sportman Association, Inc. by deed recorded under Recording No. 2647686; thence North $00^{\circ}25'53''$ East, 167.03 feet, along said west line as shown under Record of Survey filed under Volume 74, Page 49, of said records of King County, to the southerly right of way line of James Campbell Road, as surveyed under Survey No. 2712, Volume 396A, records of King County; thence South $89^{\circ}14'17''$ East, 2.96 feet, along said southerly right of way line to the west line of said Cadman Gravel Company Binding Site Plan; thence South $00^{\circ}17'43''$ West, 167.03 feet, along said west line to the point of Beginning.

EXHIBIT B
TO FACILITIES LEASE FOR TELECOMMUNICATIONS FACILITIES SITE

(Written description of Lessee's Telecommunications Facilities)

SE REDMOND WATER TOWER SESEA00124

	Sq Ft.	Quantity	Total (Sq Ft.)
Water Tower			
Antenna/RRU Areas	36.75	3	110.25
Hybrid Cable(all runs)	58.5	1	58.5
Ground Lease Area 16'5"x16'5"	270		270
1 Cabinet and 1 H-frame		1	
TOTAL			438.75

EXHIBIT C
TO FACILITIES LEASE FOR TELECOMMUNICATIONS FACILITIES

*(Illustrated Site Plan of Lessee's Telecommunications Facilities from pages T-1, A-1, A-2, A-3, A-5
of the Lessee's approved permitted construction plans set)*



DISH Wireless L.L.C. SITE ID:

SESEA00124A

DISH Wireless L.L.C. SITE ADDRESS:

**18609 NE 65TH ST.
REDMOND, WA 98052**

WASHINGTON - CODE COMPLIANCE

ALL WORK SHALL BE PERFORMED AND MATERIALS INSTALLED IN ACCORDANCE WITH THE CURRENT EDITIONS OF THE FOLLOWING CODES AS ADOPTED BY THE LOCAL GOVERNING AUTHORITIES. NOTHING IN THESE PLANS IS TO BE CONSTRUED TO PERMIT WORK NOT CONFORMING TO THESE CODES:

CODE TYPE	CODE
BUILDING	2018 IBC W/ W.A.C. AMENDMENTS
MECHANICAL	2018 IMC W/ W.A.C. AMENDMENTS
ELECTRICAL	2020 NEC W/ W.A.C. AMENDMENTS

SHEET INDEX

SHEET NO.	SHEET TITLE
T-1	TITLE SHEET
A-1	OVERALL SITE PLAN
A-2	ENLARGED SITE PLAN
A-3	ANTENNA PLAN, ELEVATION AND SCHEDULE
A-4	NORTH ELEVATION
A-5	SOUTH ELEVATION
A-6	EQUIPMENT PLATFORM AND H-FRAME DETAILS
A-7	EQUIPMENT DETAILS
A-8	EQUIPMENT DETAILS
E-1	ELECTRICAL/FIBER ROUTE PLAN AND NOTES
E-2	ELECTRICAL DETAILS
E-3	ELECTRICAL ONE-LINE, FAULT CALCS & PANEL SCHEDULE
G-1	GROUNDING PLANS AND NOTES
G-2	GROUNDING DETAILS
G-3	GROUNDING DETAILS
RF-1	RF CABLE COLOR CODE
GN-1	LEGEND AND ABBREVIATIONS
GN-2	GENERAL NOTES
GN-3	GENERAL NOTES
GN-4	GENERAL NOTES

SCOPE OF WORK

THIS IS NOT AN ALL INCLUSIVE LIST. CONTRACTOR SHALL UTILIZE SPECIFIED EQUIPMENT PART OR ENGINEER APPROVED EQUIVALENT. CONTRACTOR SHALL VERIFY ALL NEEDED EQUIPMENT TO PROVIDE A FUNCTIONAL SITE. THE PROJECT GENERALLY CONSISTS OF THE FOLLOWING:

- WATER TANK SCOPE OF WORK:
- INSTALL (12) PROPOSED PANEL ANTENNAS (4 PER SECTOR)
 - INSTALL PROPOSED JUMPERS
 - INSTALL (3) HCS CABLE WITH MAGNET INSTALLATION
 - INSTALL (24) PROPOSED RRU's (8 PER SECTOR)
 - INSTALL (3) PROPOSED OVER VOLTAGE PROTECTION DEVICE (OVP) (1 PER SECTOR)

- GROUND SCOPE OF WORK:
- INSTALL (1) PROPOSED CONCRETE SLAB
 - INSTALL (2) PROPOSED EQUIPMENT CABINET
 - INSTALL (4) PROPOSED INCELL BATTERIES
 - INSTALL (1) PROPOSED POWER CONDUIT
 - INSTALL (1) PROPOSED TELCO CONDUIT
 - INSTALL (1) PROPOSED NEMA 3 TELCO-FIBER BOX
 - INSTALL (1) PROPOSED METER
 - INSTALL (1) PPC W/ GEN PLUG

SITE PHOTO



UNDERGROUND SERVICE ALERT
UTILITY NOTIFICATION CENTER OF WASHINGTON
(800) 642-2444
WWW.CALLBEFOREYOU.DIG.ORG

CALL 2-14 WORKING DAYS UTILITY NOTIFICATION PRIOR TO CONSTRUCTION



GENERAL NOTES

THE FACILITY IS UNMANNED AND NOT FOR HUMAN HABITATION. A TECHNICIAN WILL VISIT THE SITE AS REQUIRED FOR ROUTINE MAINTENANCE. THE PROJECT WILL NOT RESULT IN ANY SIGNIFICANT DISTURBANCE OR EFFECT ON DRAINAGE. NO SANITARY SEWER SERVICE, POTABLE WATER, OR TRASH DISPOSAL IS REQUIRED AND NO COMMERCIAL SIGNAGE IS PROPOSED.

11"x17" PLOT WILL BE HALF SCALE UNLESS OTHERWISE NOTED

CONTRACTOR SHALL VERIFY ALL PLANS, EXISTING DIMENSIONS, AND CONDITIONS ON THE JOB SITE, AND SHALL IMMEDIATELY NOTIFY THE ENGINEER IN WRITING OF ANY DISCREPANCIES BEFORE PROCEEDING WITH THE WORK.

SITE INFORMATION

PROPERTY OWNER: CITY OF REDMOND
ADDRESS: 15670 NE 85TH ST
REDMOND, WA 98073

TOWER TYPE: WATER TANK

COUNTY: KING COUNTY

LATITUDE (NAD 83): 47.663481

LONGITUDE (NAD 83): -122.092260

ZONING JURISDICTION: CITY OF REDMOND

ZONING DISTRICT: MP (MANUFACTURING PARK)

PARCEL NUMBER: 072506-9133

OCCUPANCY GROUP: U

CONSTRUCTION TYPE: II-B

POWER COMPANY: PSE

TELEPHONE COMPANY: AT&T

PROJECT DIRECTORY

APPLICANT: DISH Wireless L.L.C.
5701 SOUTH SANTA FE DRIVE
LITTLETON, CO 80120

APP. CONTACT: PAIGE NAYES
PAIGE.NAYES@DISH.COM
(925) 872-1709

SITE DESIGNER: MODUS, LLC
1614 SE 10TH AVE
PORTLAND, OR 97214

PROJECT MANAGER: PAIGE NAYES
(925) 872-1709
PAIGE.NAYES@DISH.COM

CONSTRUCTION MANAGER: EDWIN JENNINGS
EDWIN.JENNINGS@DISH.COM

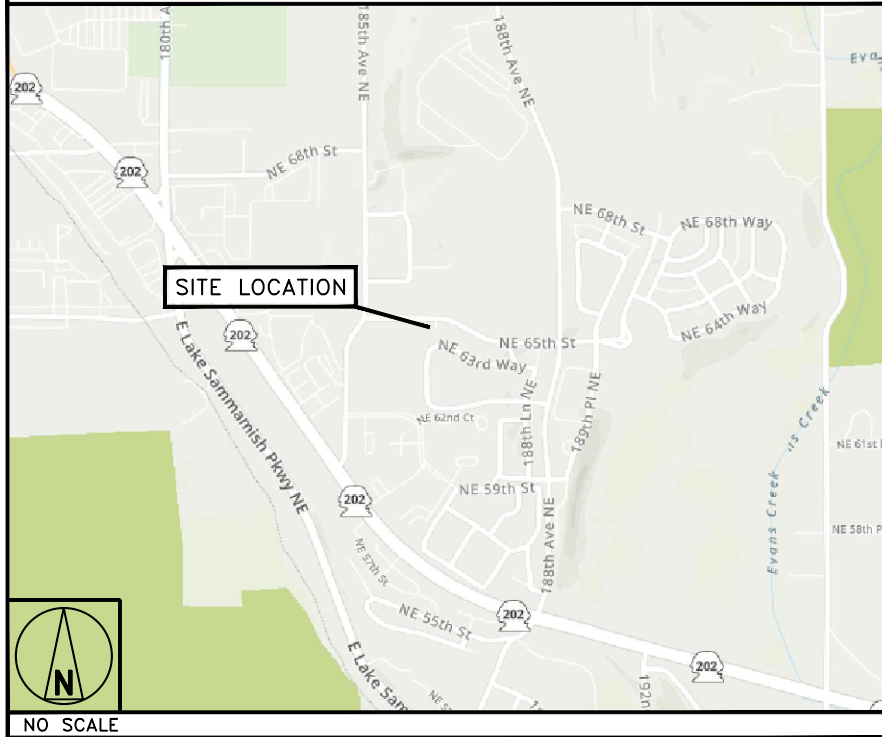
RF ENGINEER: MOHAMED ALFASI
MOHAMED.ALFASI@DISH.COM

DIRECTIONS

DIRECTIONS FROM SEA TAC AIRPORT:

- HEAD SOUTHEAST ON AIRPORT EXPRESSWAY TOWARD DEPARTURES DR
- SLIGHT LEFT ONTO AIRPORT EXPRESSWAY
- KEEP RIGHT AT THE FORK, FOLLOW SIGNS FOR WA-518 E/I-5/I-405/SEATTLE/TACOMA
- MERGE ONTO WA-518 E
- KEEP LEFT TO CONTINUE ON I-405 N
- TAKE EXIT 14 FOR WA-520 TOWARD SEATTLE/REDMOND
- KEEP LEFT AT THE FORK, FOLLOW SIGNS FOR 124TH AVE NE AND MERGE ONTO WA-520 E
- TAKE THE WA-202/REDMOND WAY EXIT
- TURN RIGHT ONTO WA-202 E/REDMOND WAY
- TURN LEFT ONTO 185TH AVE NE
- TURN RIGHT ONTO NE 65TH ST

VICINITY MAP



5701 SOUTH SANTA FE DRIVE
LITTLETON, CO 80120



MODUS, LLC
1614 SE 10TH AVE
PORTLAND, OR
97214

IT IS A VIOLATION OF LAW FOR ANY PERSON, UNLESS THEY ARE ACTING UNDER THE DIRECTION OF A LICENSED PROFESSIONAL ENGINEER, TO ALTER THIS DOCUMENT.

DRAWN BY: CHECKED BY: APPROVED BY:

JLV BPM JLB

RFDS REV #: 1 XX/XX/XX

CONSTRUCTION DOCUMENTS

SUBMITTALS		
REV	DATE	DESCRIPTION
1	01.06.2022	90% ZD
2	03.04.2022	90% ZD
3	03.23.2022	90% CD
4	06.15.2022	100% CD
5	07.27.2022	100% CD

A&E PROJECT NUMBER

SESEA00124A

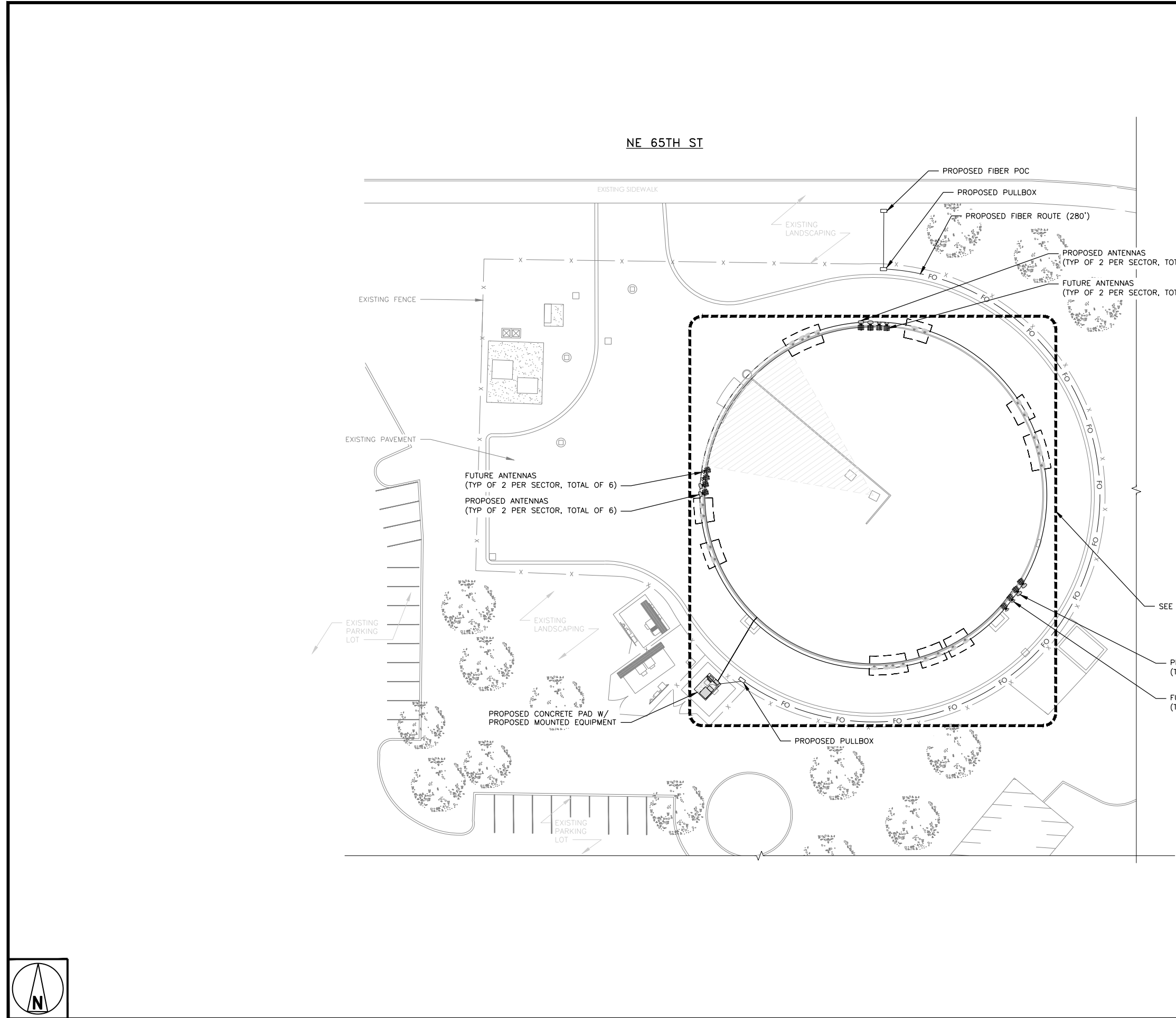
DISH Wireless L.L.C.
PROJECT INFORMATION

SESEA00124A
18609 NE 65TH ST
REDMOND, WA 98052

SHEET TITLE
TITLE SHEET

SHEET NUMBER

T-1



NOTES

1. CONTRACTOR SHALL FIELD VERIFY ALL DIMENSIONS.
2. CONTRACTOR SHALL MAINTAIN A 10'-0" MINIMUM SEPARATION BETWEEN THE PROPOSED GPS UNIT, TRANSMITTING ANTENNAS AND EXISTING GPS UNITS.
3. PROPOSED WORK IS COMPLIANT WITH 6409(o) ELIGIBILITY FACILITIES REQUEST CRITERIA



5701 SOUTH SANTA FE DRIVE
LITTLETON, CO 80120



MODUS, LLC
1614 SE 10TH AVE
PORTLAND, OR
97214

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TO ALTER THIS DOCUMENT.

DRAWN BY: CHECKED BY: APPROVED BY:

JLV BPM JLB

RFDS REV #: 1 XX/XX/XX

CONSTRUCTION
DOCUMENTS

SUBMITTALS		
REV	DATE	DESCRIPTION
1	01.06.2022	90% ZD
2	03.04.2022	90% ZD
3	03.23.2022	90% CD
4	06.15.2022	100% CD
5	07.27.2022	100% CD

A&E PROJECT NUMBER

SESEA00124A

DISH Wireless L.L.C.
PROJECT INFORMATION

SESEA00124A
18609 NE 65TH ST
REDMOND, WA 98052

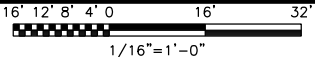
SHEET TITLE

OVERALL
SITE PLAN

SHEET NUMBER

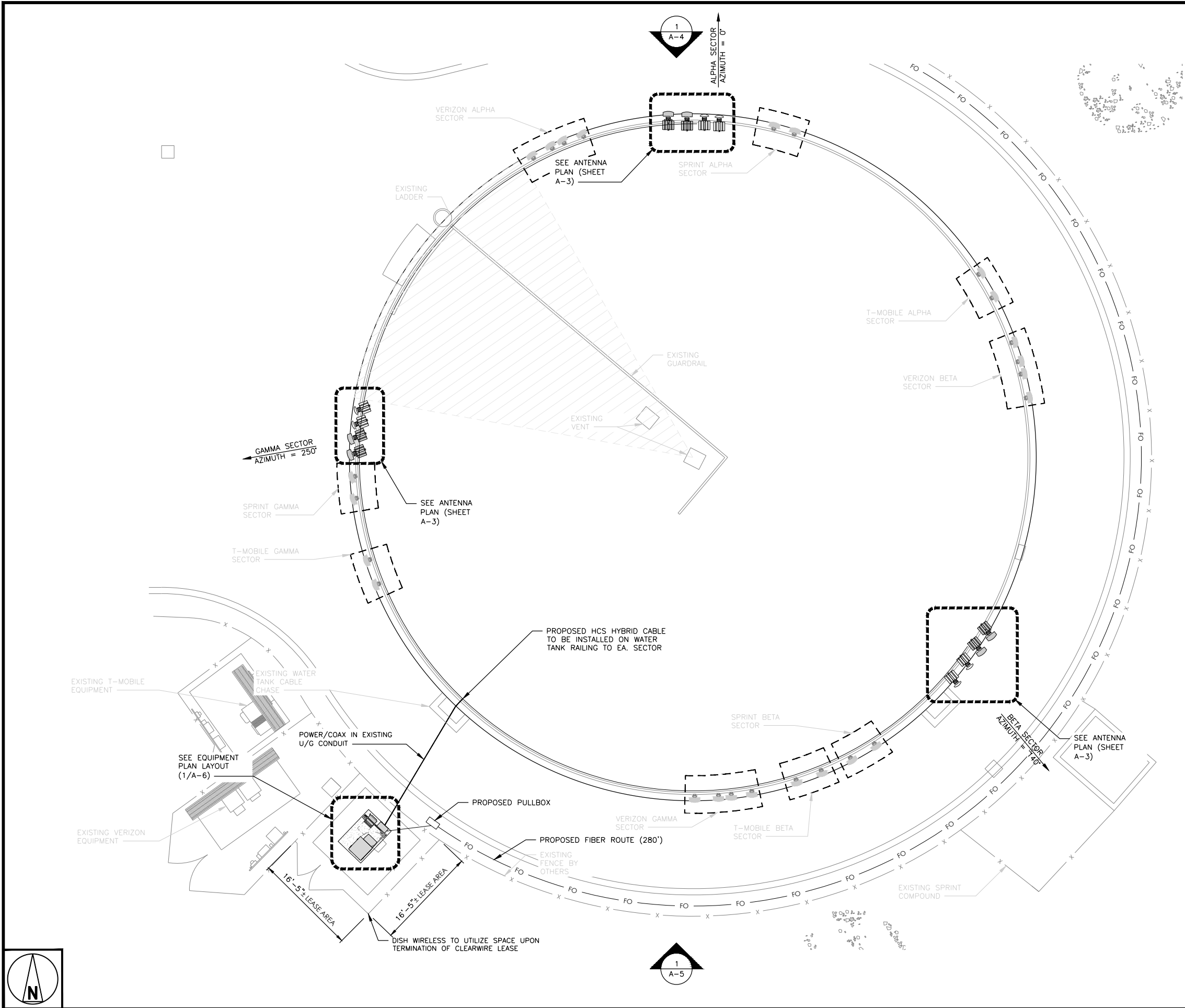
A-1

OVERALL SITE PLAN



1





NOTES

- 1. CONTRACTOR SHALL FIELD VERIFY ALL DIMENSIONS.
- 2. CONTRACTOR SHALL MAINTAIN A 10'-0" MINIMUM SEPARATION BETWEEN THE PROPOSED GPS UNIT, TRANSMITTING ANTENNAS AND EXISTING GPS UNITS.
- 3. CONTRACTOR TO VERIFY WITH C.M. THE LOCATION OF THE POWER AND FIBER SOURCE PRIOR TO CONSTRUCTION.



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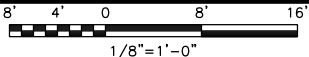
SESEA00124A
18609 NE 65TH ST
REDMOND, WA 98052

SHEET TITLE
ENLARGED SITE
PLAN

SHEET NUMBER

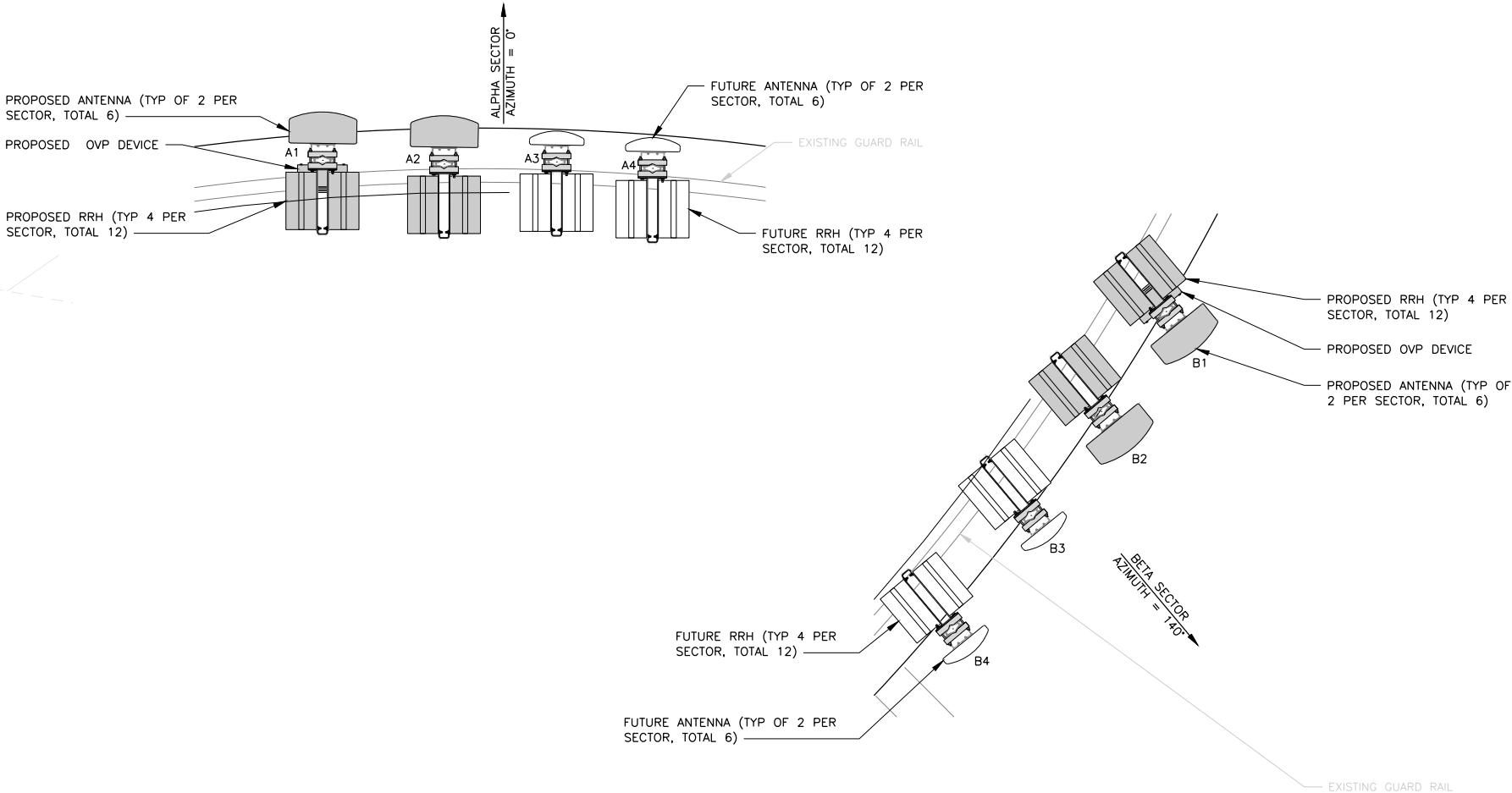
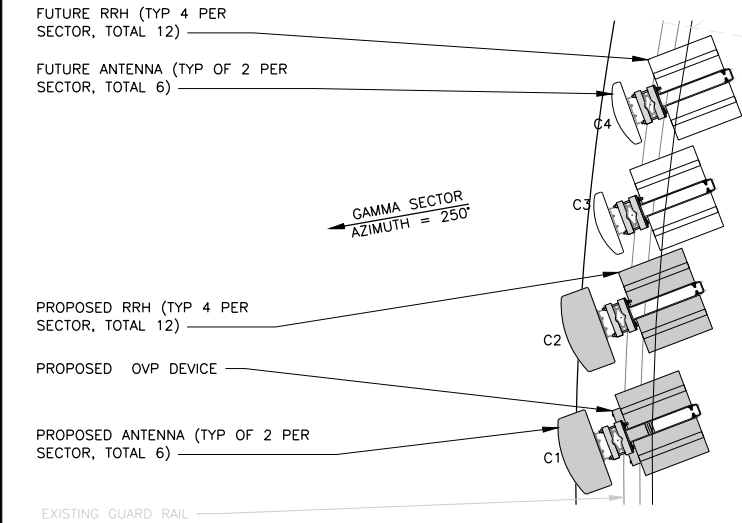
A-2

ENLARGED SITE PLAN

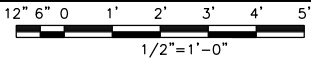


- NOTES
1. CONTRACTOR SHALL FIELD VERIFY ALL DIMENSIONS.

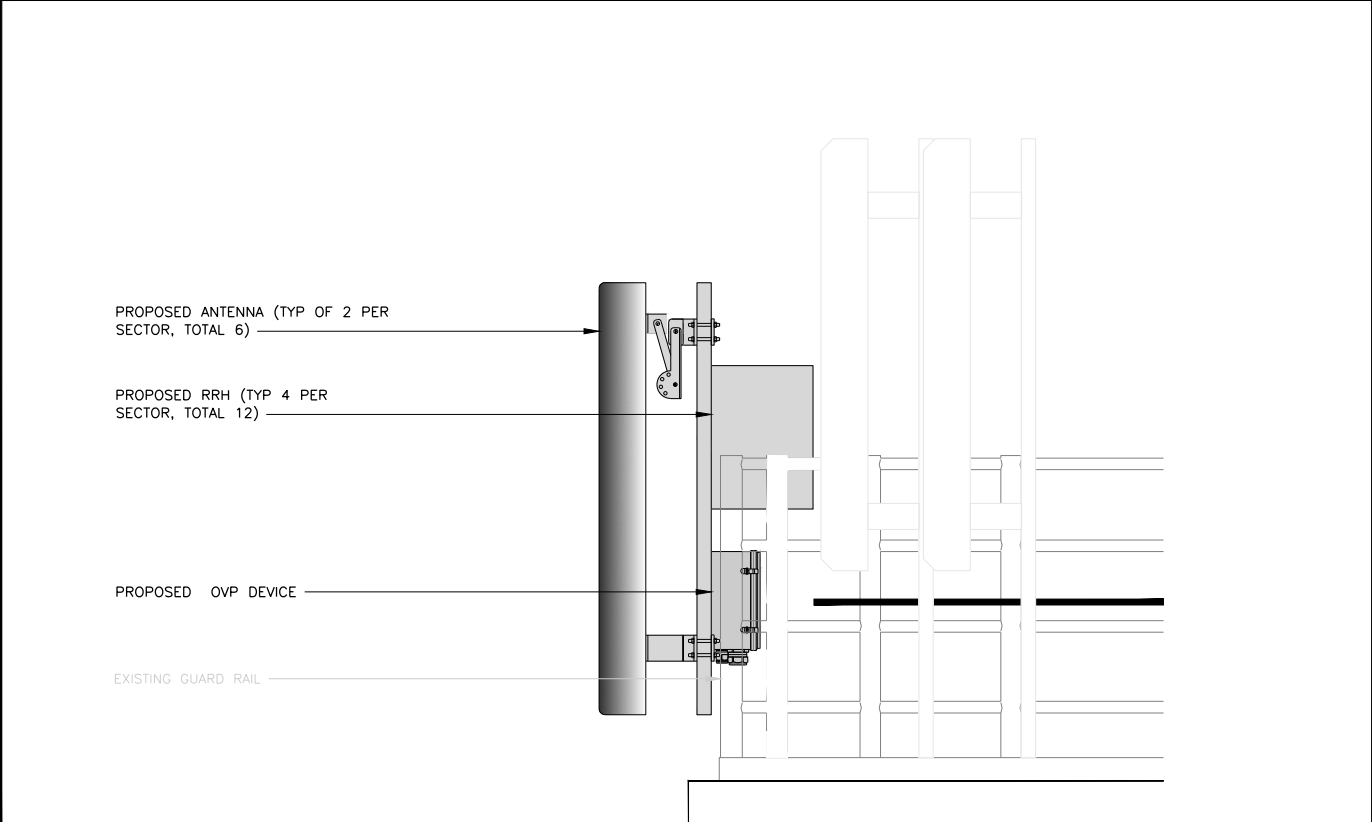
2. ANTENNA AND MW DISH SPECIFICATIONS REFER TO ANTENNA SCHEDULE AND TO FINAL CONSTRUCTION RFDS FOR ALL RF DETAILS



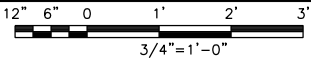
ANTENNA PLAN (TYPICAL PER SECTOR)



1



ANTENNA ELEVATION



2

SECTOR	POSITION	ANTENNA						TRANSMISSION CABLE
		EXISTING OR PROPOSED	MANUFACTURER – MODEL NUMBER	TECHNOLOGY	SIZE (HxW)	AZIMUTH	RAD CENTER	FEED LINE TYPE AND LENGTH
ALPHA	A1/A2	PROPOSED	JMA MX08FRO665–21	5G	72"–20"–8"	0°	75'–0"	(1) HCS CABLE (240' LONG)
	A3/A4	FUTURE	FUTURE ANTENNA		72"–20"–8"		75'–0"	
BETA	B1/B2	PROPOSED	JMA MX08FRO665–21	5G	72"–20"–8"	140°	75'–0"	(1) HCS CABLE (195' LONG)
	B3/B4	FUTURE	FUTURE ANTENNA		72"–20"–8"		75'–0"	
GAMMA	C1/C2	PROPOSED	JMA MX08FRO665–21	5G	72"–20"–8"	250°	75'–0"	(1) HCS CABLE (150' LONG)
	C3/C4	FUTURE	FUTURE ANTENNA		72"–20"–8"		75'–0"	
SECTOR	POSITION	RRH		NOTES 1. CONTRACTOR TO REFER TO FINAL CONSTRUCTION RFDS FOR ALL RF DETAILS. 2. ANTENNA AND RRH MODELS MAY CHANGE DUE TO EQUIPMENT AVAILABILITY. ALL EQUIPMENT CHANGES MUST BE APPROVED AND REMAIN IN COMPLIANCE WITH THE PROPOSED DESIGN AND STRUCTURAL ANALYSES.				
		MANUFACTURER – MODEL NUMBER	TECHNOLOGY					
ALPHA	A1/A2	FUJITSU T08025 B604	5G					
	A1/A2	FUJITSU T08025 B605	5G					
	A3/A4	FUJITSU T08025 B604	5G					
	A3/A4	FUJITSU T08025 B605	5G					
BETA	B1/B2	FUJITSU T08025 B604	5G					
	B1/B2	FUJITSU T08025 B605	5G					
	B3/B4	FUJITSU T08025 B604	5G					
	B3/B4	FUJITSU T08025 B605	5G					
GAMMA	C1/C2	FUJITSU T08025 B604	5G					
	C1/C2	FUJITSU T08025 B605	5G					
	C3/C4	FUJITSU T08025 B604	5G					
	C3/C4	FUJITSU T08025 B605	5G					

ANTENNA SCHEDULE

NO SCALE

3



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RFDS REV #: 1 XX/XX/XX

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A&E PROJECT NUMBER

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DISH Wireless L.L.C.
PROJECT INFORMATION

SESEA00124A
18609 NE 65TH ST
REDMOND, WA 98052

SHEET TITLE
ANTENNA PLAN,
ELEVATION AND SCHEDULE

SHEET NUMBER

A-3

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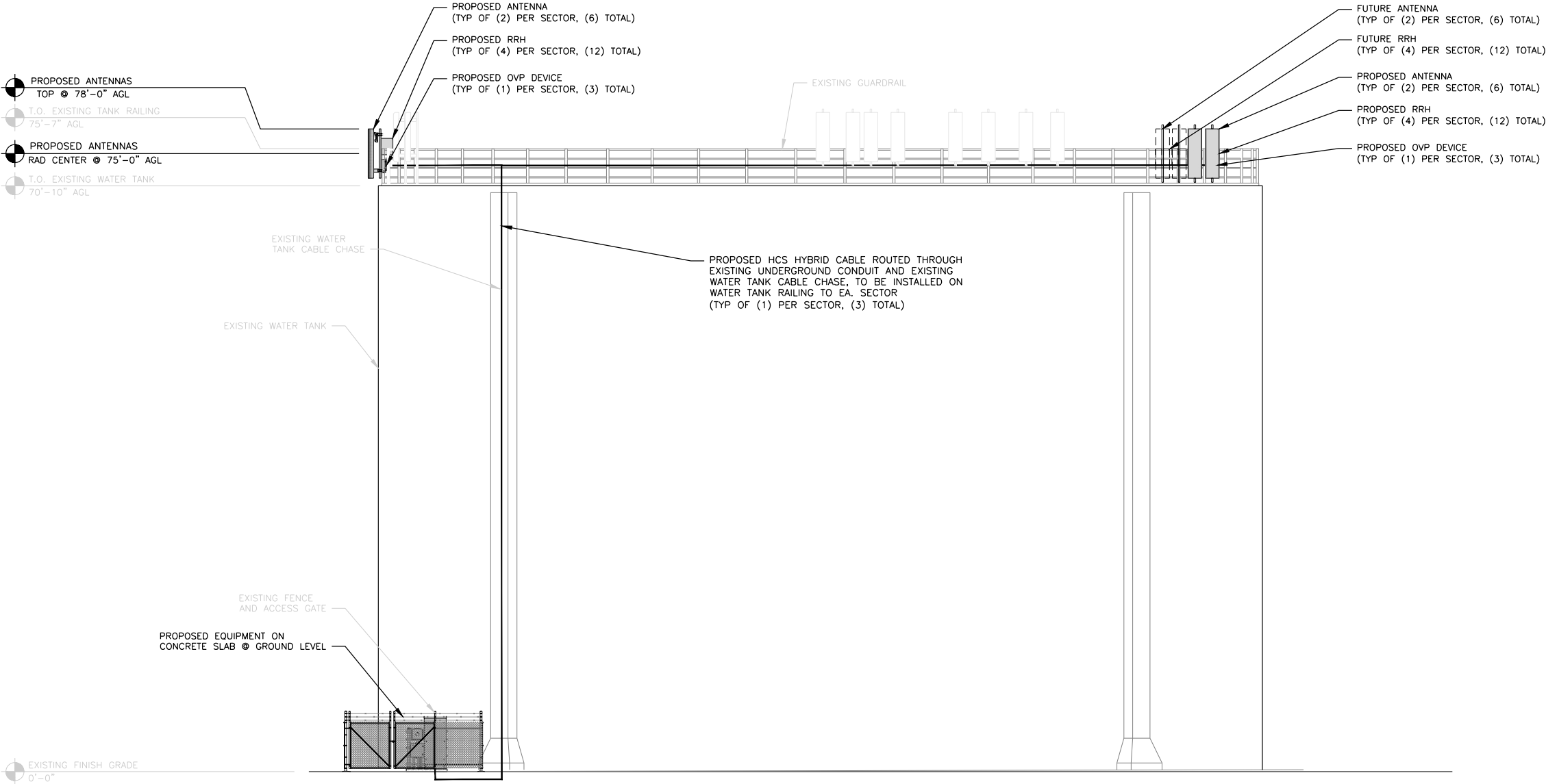
DISH Wireless L.L.C.
PROJECT INFORMATION

SESEA00124A
18609 NE 65TH ST
REDMOND, WA 98052

SHEET TITLE
SOUTH
ELEVATION

SHEET NUMBER

A-5



SOUTH ELEVATION

