

Attachment A:

**DRAFT**  
**AMENDMENT NO. 3 TO FACILITY LEASE FOR**  
**TELECOMMUNICATIONS FACILITIES**

**DATED:** [\_\_\_\_\_], 2020 (“Effective Date”)  
**BETWEEN:** CITY OF REDMOND, a Washington municipal corporation  
**AND:** Sprint Spectrum Realty Company, LLC,  
a Delaware limited liability company

By written Lease dated **May 20, 1997**, Amendment No. 1 dated June 27, 1997, and Amendment No. 2 dated May 28, 2018 (hereinafter referred to as "Lease") City of Redmond (hereinafter referred to as "City") and Sprint Spectrum L.P., whose rights were subsequently assigned or transferred to **Sprint Spectrum Realty Company, LLC** (“Lessee”) executed a lease for wireless telecommunication facilities at the **Southeast Redmond Water Storage Tank** (the “Facility”) located at **18609 NE 65<sup>th</sup> Street, Redmond, Washington** (the “Property”). The parties hereby agree to amend the Lease consistent with the terms contained in this Amendment No. 3. (“Amendment”) as follows.

RECITALS

WHEREAS, the City is commencing a water tank rehabilitation project (“Rehabilitation Project”) on the Facility;

WHEREAS, Lessee has telecommunications facilities, including but not limited to antennas, radios, wires, and equipment (hereinafter the “Antenna Facilities”) on the Facility;

WHEREAS, Lessee has an equipment compound (“Equipment Compound”) on the Property;

WHEREAS, the Rehabilitation Project will necessitate the removal of the Antenna Facilities from the Facility; and

WHEREAS, the City desires to require the relocation of Lessee’s Antenna Facilities which are located on the Facility consistent with Section 19 of the Lease to a temporary cell tower (“Temporary Tower”) on the Property; and

WHEREAS, the parties desire to amend Section 1 of the Lease to remove the build-out description of the telecommunications facilities and instead illustrate the build-out using the construction plans attached as Exhibit A;

WHEREAS, the parties desire to amend the Lease to authorize the Mayor to approve and execute amendments to the Lease.

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

## AGREEMENT

### **1. Location of Antenna Facilities.**

Consistent with the requirements of Section 19 of the Lease, the parties acknowledge that the City has provided at least thirty (30) days' written notice of the requirement that Lessee remove and relocate its Antenna Facilities on the Property. Accordingly, to accommodate the Rehabilitation Project, Lessee shall, at its sole cost and expense, remove its Antenna Facilities from the Facility before August 31, 2020. The City has agreed to allow Seattle SMSA Limited Partnership d/b/a/ Verizon Wireless ("Verizon") to construct and install a Temporary Tower located at the southwest corner of the Property as further depicted on the development review approved construction designs attached hereto as Amended Exhibit A (as further described in Section 4 below). To the extent Lessee receives permission from Verizon to attach its telecommunications facilities onto the Temporary Tower, the City hereby consents to such attachment and relocation of Lessee's Antenna Facilities onto the Temporary Tower. Lessee is solely responsible for all costs and expenses associated with the relocation of its Antenna Facilities, including, but not limited to, costs of construction, permits, design, removal, utility attachments, and maintenance of the Equipment Compound, Antenna Facilities, any new telecommunications facilities, or any utility infrastructure or connections.

### **2. Termination of Facility Attachments.**

Commencing on August 31, 2020, Lessee shall no longer have the right to maintain or attach any of its Antenna Facilities to the Facility until the completion of the Rehabilitation Project and only upon the schedule approved by the City.

### **3. Term.**

This Amendment is effective as of the Effective Date and shall continue until August 25, 2022, unless extended by the Public Works Director (the "Term").

### **4. Amendment of Section 1.**

Section 1 of the Lease is hereby amended to read as follows, deletions shown by ~~strikethrough~~; all other provisions of this section shall remain unchanged and in full force:

Section 1. Description of the Project. A set of plans is attached to this lease as Exhibit A. ~~The following is a written description of these plans. If there is a conflict between the two, the plans should control.~~

~~To provide PCS service to the area around the water tank, Sprint will install up to twelve panel style antennas on the top of the water tank in three groups with four antennas in each group (each group of antennas is also called a "sector" of antennas). The panel antennas will be approximately five feet tall, six inches wide,~~

~~and three inches thick. The panel antennas will be mounted on frames which will hold each antenna approximately five feet five inches above the roof of the water tank. One of the antenna mounts will also support a small (2" diameter, 4" tall) receive only GPS (global positioning system) antenna. The GPS antenna will provide the site with the extremely accurate time information which these sites require. The antenna mounts will be attached to the tank with a mounting system approved by the City. All work for the site will be done with the City's prior approval and consent.~~

~~The panel antennas will be attached to signal processing equipment with heavy duty coaxial cable. The coaxial cable will run from each sector, across the roof of the water tank to a common collection point on the same side of the tank as the signal processing equipment. From there, the coaxial cable will travel down the side of the tank inside of an enclosed cable tray which will be painted to match the tank. The cable will travel underground, beneath the tank's perimeter driveway, to the signal processing equipment.~~

~~The signal processing equipment will sit on a 7'-2" by 16'-4" concrete slab in the south east corner of the water tank property. The equipment will consist of four cabinets which are each approximately 30" by 30" by 5'-9" tall. On the cement pad there will also be a power and telephone demarcation cabinet which is approximately 1' by 5' by 5'-9" tall. The coaxial cable will come up through the cement pad and will enter one of the cabinets.~~

~~The site will be connected to utilities through a shallow trench dug to the north east corner of the property. The site has two hours of internal backup battery power. To provide emergency backup power during outages which last longer than two hours, a generator will sit on a 3' by 5' cement pad adjacent to the first pad. The extremely intermittent noise produced by the generator will be kept at or below 50 dBA at neighboring lot lines, per City code, by an engineered noise baffle placed around the generator.~~

~~To secure the equipment from unlawful access, the site will sit behind the existing barbed wire fence which rings the tank's perimeter driveway. Matching fence will be extended around the back of the equipment. Additionally, a wood fence will surround all four sides of the equipment, to further reduce the noise from the site's generator. The equipment area, exterior to the fence, will be landscaped to blend with the site's existing landscaping.~~

After construction is completed, a Sprint technician will visit the site approximately once a month to perform routine maintenance. Notification for maintenance visits is addressed below. Sprint may, at its expense, make improvements on the site from time to time with prior approval of the City, which approval will not be unreasonably withheld or delayed. Upon termination or expiration of this lease, Sprint may remove its telecommunications equipment and will restore the property to substantially the condition existing on the Commencement date, except for ordinary wear and tear.

## **5. Amendment to Exhibit A.**

Exhibit A of the Lease includes construction plans of the Facility and Property, depicting the location of Lessee's Antenna Facilities on the Facility, Equipment Compound, and ingress/egress access. The parties hereby agree that during the Term of this Amendment, Amended Exhibit A shall replace Exhibit A in the Lease. Subject to minor, non-substantive changes resulting from the development review process, the placement of telecommunications facilities and Temporary Tower on the Property, as well as the connection from the Equipment Compound to the Temporary Tower shall be substantially in compliance with the illustrations contained in Amended Exhibit A. Upon approval of the applicable permits, the parties will update Amended Exhibit A to reflect the development review approval.

## **6. Existing Equipment Compound.**

The construction of the Antenna Facilities on the Temporary Tower shall not affect or otherwise modify the square footage or location of Lessee's Equipment Compound identified on Exhibit A of the Lease. Amended Exhibit A shall also include an illustration of Lessee's Equipment Compound without any changes to the Equipment Compound shown on Exhibit A.

## **7. Permits.**

Consistent with the requirements of Section 36 of the Lease, Lessee is required to obtain all required government permits, approvals, and licenses. Such government permits required to effectuate this Amendment and accommodate the Rehabilitation Project shall be obtained at Lessee's sole cost and expense. Lessee acknowledges and agrees that these permits specifically include any and all permits required by the City in its regulatory capacity (e.g. building permits, facility review/inspection, and land use permits).

## **8. Attachment to Facility.**

Prior to the expiration or termination of this Amendment, the City and Lessee shall enter into a new lease or amendment to permit the relocation and attachment of Lessee's Antenna Facilities back onto the Facility, and shall update Exhibit A in accordance with the new development plans created to depict the new attachments to the Facility. Unless otherwise extended by the Public Works Director due to a delay in the Rehabilitation Project, Lessee shall not be allowed to remain on the Temporary Tower and shall remove its Antenna Facilities from the Temporary Tower on or before August 25, 2022. Such relocation and attachment back to the Facility shall occur at Lessee's sole cost and expense, including but not limited to any and all permit related costs.

## **9. New Section 48 – Modification.**

A new Section 48 delegating authority to the Mayor to approve and execute amendments is hereby added to the Lease as follows:

**Section 48. Modification.** No waiver, alteration, amendment or modification of any 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.

**10. 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. 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.
- f. 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.
- g. 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.
- h. 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.



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

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

Notary Signature: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Notary Public for the State of Washington  
Residing In: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_