

**WIRELESS COMMUNICATION FACILITIES
SITE LEASE AGREEMENT WITH NEW CINGULAR WIRELESS PCS**

THIS SITE LEASE AGREEMENT (“Lease”, “Agreement”, or “Lease Agreement”) is made as of this 1 day of February, 2022, (the “Effective Date”) by and between the City of Renton, a Washington municipal corporation (the “City”), and New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a corporate mailing address at 1025 Lenox Park Blvd NE, Third Floor, Atlanta, Georgia 30319 (“Lessee”). The City and Lessee are sometimes referred to collectively in this Agreement as the “Parties”. Renton’s Facilities Division (“Facilities”) is the custodian of the property.

RECITALS

WHEREAS, the City supports increased availability and improved communications services for its citizens and businesses; and

WHEREAS, the City’s primary responsibility is to provide municipal services to its citizens and businesses and to lease City facilities to private communication companies if such lease will not interfere with the delivery of those municipal services; and

WHEREAS, opportunities for the City to lease City property should be marketed to accomplish the greatest exposure and to achieve the best value for the City and its residents; and

WHEREAS, City-owned property must be leased at no less than fair market value; and

WHEREAS, the City owns certain improved real property and facilities including but not limited water reservoirs, pump station, emergency power generator and related appurtenances located at **3410 NE 12th St, Renton**, Washington, commonly referred to as **Highlands Reservoir** site, which is legally described in **Exhibit A**, attached and fully incorporated by reference into this Lease (“Property”); and

WHEREAS, the Lessee is engaged in the operation of communications and desires to lease from the City, and the City is willing to lease that portion of the Property which is marked as “Lessee’s Equipment Facility Area” described in **Exhibit B**, attached and fully incorporated by reference into this Lease; and

TERMS OF NON-EXCLUSIVE LEASE

NOW THEREFORE, for valuable consideration the sufficiency of which is acknowledged and in consideration of the terms, conditions, covenants and performances contained in this Lease, the Parties mutually agree to incorporate the above-noted Recitals and agree as follows:

1. The City Represents the Following:

- A. It owns the Property and Lessee's Equipment Facility Area and all appurtenances to the Property and Equipment Facility Area not owned by other Lessees;
- B. It is fully authorized to enter this Lease; and
- C. The individual executing this Lease on behalf of the City is authorized to bind the City to the provisions of this Lease.

2. Areas Leased / Equipment Facility Area:

A. The City leases to Lessee at Lessee's sole responsibility and expense, a non-exclusive portion of the Property, identified in this Lease as Lessee's Equipment Facility Area, **(Exhibit B)**, together with non-exclusive access rights to the City's conduits if the conduits are available as determined solely by the City, as further described in **Exhibit C**, attached and fully incorporated by reference into this Lease, and access rights to and from Lessee's Equipment Facility Area through the Property to the public right-of-way, sufficient for Lessee's use of Lessee's Equipment Facility Area, as outlined in Paragraph 3 of this Lease. Any changes to the location of Lessee's access right (described in **Exhibit C**) is subject to the City's approval.

B. Lessee has examined the Property and accepts Lessee's Equipment Facility Area and surrounding Property "as is", in its present condition as part of the consideration of this Lease.

3. Permitted Use:

The Lessee may use Lessee's Equipment Facility Area only for the installation, operation, maintenance, replacement, modification, upgrade and removal at Lessee's sole responsibility and expense, of Lessee's un-staffed antenna site equipment, to be referred to as "Lessee's Site Equipment". The Site Equipment on the Property shall comprise only those items described on **Exhibit D**, attached, and fully incorporated by reference into this Lease. The definition of what is included as Lessee's Site Equipment in Exhibit D may only be modified by written agreement of the Parties. Lessee shall not use the Property for any other purpose without the City's prior written consent, which the City may withhold for any reason at the City's sole discretion.

4. Effective Date:

All references in this Lease to the "Effective Date", "Acceptance Date", "the date hereof", or similar references shall be deemed to refer to the date on which the City has executed and acknowledged this Lease.

5. Term:

This Lease shall commence on February 1, 2022 ("Commencement Date"), and shall expire **twenty (20) years from such date on February 1, 2042.**

6. Initial Staff Time; Rent; Subsequent Adjustments; Holdover Rent & Charges for Late Payment:

A. Initial Staff Time: Lessee shall pay a one-time fee in the amount of **Seven Thousand-Five Hundred Dollars (\$7,500)** within thirty (30) days following the Effective Date for initial staff time in preparing this Agreement. This fee shall be delivered or mailed to the address in Paragraph 6.C below. Lessee may incur additional fees, the amount to be determined by the City, if Lessee requests significant revisions to Lessee's Equipment Facility Area and/or additional area within the Property.

B. At the City's discretion, a licensed engineer of the City's choice shall review, inspect, and approve the original installation and any future modifications and additions to the Site Equipment. Lessee shall bear the reasonable cost of such approval and inspection.

C. Monthly Rents:

1. Monthly Rent is the amounts as defined in Paragraph 6.D below, plus Washington Leasehold Excise Tax. Lessee is responsible to pay the Leasehold Excise Tax either directly to the State and to provide proof of such payment to the City as set forth in Paragraph 7 below or to pay the Leasehold Excise Tax directly to City.

2. Rent payments shall reference, "LAG-22-002 Highlands Reservoir Wireless Communications Lease", and shall be delivered electronically as approved by the City of Renton Finance Department or mailed to:

City of Renton Finance Department
1055 South Grady Way
Renton, Washington 98057

3. Rent for any partial month at the beginning or end of the term of this Lease shall be prorated.

D. Rents Due:

1. Commencing February 1, 2022 Monthly Rent for the calendar year 2022 shall be Two thousand, eight hundred dollars, (\$2800) each month invoiced monthly by the City, plus Washington Leasehold Excise Tax, if applicable.
2. The Monthly Rent amount shall increase three percent (3%) per year commencing February 1, 2023, and for each year thereafter.

E. The City retains the right to identify additional charges/rent in a proportional amount, for any additional requests by Lessee for lease space outside Lessee's Equipment Facility Area. The City may, in its sole discretion, deny such a request for any reason.

F. Receipt of any Rent by the City, with knowledge of any breach of this Lease by Lessee, or of any default on the part of Lessee in the observance or performance of any of the conditions or covenants of this Lease shall not be deemed a waiver of any provision of this Lease.

G. If after the end of the Initial Term or any Renewal Term, as the case may be, Lessee continues to use the Property without entering into a new lease with the City, and/or the City has not provided written notice to Lessee that the Lease will not be renewed, the Lessee shall become a Tenant on a month-to-month basis on the same terms and conditions of this Lease, and pay monthly Rent equivalent to the Monthly Rent at the time the Term ends including the annual three percent (3%) increase in Paragraph 6.D.3 above

H. If any sums payable to the City under this Lease are not received by the City on or before the fifth (5th) day following its due date, the Lessee agrees to pay a late fee of Two Hundred Dollars (\$200) which shall be due and payable with the Rent payment. There shall be a Twenty-five Dollars (\$25) fee assessed to the Lessee if a bank or other financial institution returns a check to the City with the indication that the check cannot be honored or indicates insufficient funds for electronic payment of Rent. The City and Lessee agree that such charges represent a fair and reasonable estimate of the costs incurred by the City by reason of late payments and uncollectible checks, and the failure by the Lessee to pay any such charges by no later than thirty (30) calendar days after Lessee's receipt of written demand for payment by the City together with reasonable supporting documentation evidencing such charges shall be a default under this Lease. The City's acceptance of less than the full amount of any payment due from the Lessee shall not be deemed an accord and satisfaction, waiver, or compromise of such payment unless specifically agreed to in writing by the City.

7. Taxes, Assessments & Utilities:

The Lessee agrees to pay all taxes and assessments which are the result of Lessee's use of the Property and/or which may become a lien on the interest of Lessee in accordance with RCW 79.44.010 (Lands subject to local assessments), as it exists or may be amended. Lessee shall pay all taxes, including but not limited to leasehold excise taxes, which may

be levied or imposed upon the interest of Lessee or by reason of this Lease, unless exempt under RCW 82.29A.130 (Exemptions – Certain property), as it exists or may be amended, which copy of such exemption required to be attached to this Lease as **Exhibit E**, or if such amount is paid directly to the State of Washington. Within thirty (30) calendar days of Lessee's receipt of the City's written request, Lessee shall provide to the City evidence of Lessee's payment of the Washington Leasehold Excise Tax in which Lessee has paid directly to the State of Washington. Lessee is responsible for and agrees to pay for utilities that serve Lessee's Equipment Facility Area at the rate charged by the servicing utility company.

8. Permits:

Prior to performing any upgrades or construction work within the Property, Lessee shall secure all necessary federal, state and/or local licenses, proof of agency and permits for the construction and operation of the antenna and associated equipment (collectively referred to hereinafter as "Government Approvals") at its sole expense. The City authorizes Lessee to make any and all applications and/or submissions necessary to obtain all Government Approvals from all applicable governmental and/or regulatory entities required for construction or operation of the Site Equipment within Lessee's Equipment Facility Area. To the extent authorized by law, the City agrees to cooperate with Lessee, at no cost to the City other than administrative costs, in the submission and/or processing of any such applications.

9. Non-Interference to Property:

A. Multiple Occupants (City, lessees, tenants, or equivalents) (each an "Occupant") use this Equipment Facility Area, Property adjacent right-of-way and access areas. The City desires that all Occupants will work together and not cause unreasonable interference with the other Occupants' uses. Lessee shall not use Lessee's Equipment Facility Area, Property, adjacent right-of-way, or access areas in any way that materially interferes with any use of the Property for City purposes or other Occupants, lessees, tenants or equivalents.

B. The City will require other Occupants outside of the historical uses of the Property to provide the same assurances against interference with any Occupants' outside the historical uses of the Property, and will work to eliminate or mitigate unreasonable interference with the operations of Lessee caused by other Occupants.

10. Radio Frequency Interference Study (If Applicable):

A. If necessary for existing wireless facilities and future wireless facilities - Lessee, at Lessee's sole responsibility and expense, shall perform all necessary tests or studies, including but not limited to radio frequency test(s) to determine the suitability of Lessee's Equipment Facility Area for its intended use. Lessee shall, in a timely manner, provide the City with a complete and accurate copy of any and all such tests or studies.

B. If necessary for existing wireless facilities and future wireless facilities – as part of the permitting process along with studies and required permitting and prior to the installation of Site Equipment, Lessee, at Lessee's sole responsibility, shall conduct an interference study. Pre-existing Lessee(s) with communication uses currently located on the Property shall review the results of this study. If as a result of the interference study it is determined that operation of Lessee's Site Equipment would significantly interfere with the operation and use of any other authorized communications facilities on the Site, operated by the City, other pre-existing authorized communications facilities, or other pre-existing Lessee(s), the Lessee or the City may terminate the Lease upon thirty (30) calendar days' notice to the other party and neither party shall have any further obligations or responsibilities under the Lease, except for removal of Lessee's Site Equipment and return of Lessee's Equipment Facility Area to its condition prior to installation of Lessee's Site Equipment.

C. If after Lessee initiates operation of its Site Equipment, the City has reason to believe that Lessee's operation of its Site Equipment has caused or is causing any electrical, electromagnetic, radio frequency, or other interference with the operation and use of any other authorized communications facilities on the Property, whether operated by the City, Lessee, or another pre-existing Lessee with rights prior in time to Lessee, Lessee shall promptly commence curative measures until the interference has been corrected to the reasonable satisfaction of the owner of the facilities sustaining interference. If such interference has not been corrected within sixty (60) calendar days of Lessee's receipt of the initial notice from the City, during the sixty (60) days the City may allow the Lessee to power down the equipment causing the interference (except for intermittent testing) until such interference is remedied. If Lessee is unable to remedy such interference within such sixty (60) day period, Lessee or the City may terminate the Lease upon thirty (30) calendar days' notice to the City and Lessee shall not have any further obligations or responsibilities under the Lease except removal of Lessee's Site Equipment and return of Lessee's Equipment Facility Area to its condition prior to installation of Lessee's Site Equipment.

D. Lessee shall not affix or mount any antennas, devices, equipment or related material, in any manner or in any location which would cause degradation in the operation or use of communications systems at the Property which serve the City or other public users. This would include but not be limited to impacting the received or transmitted signal strength or patterns of any systems at the site serving the needs of the City. If at any time the operation of Lessee's Site Equipment interferes with the reception or transmission of public safety communications, following receipt of written notice of such interference, Lessee shall cease operation of the site (except for intermittent testing) until such time as the interference is corrected. In the event the interference cannot be corrected within thirty (30) days following receipt of such notice, party may terminate the Lease upon thirty (30) calendar days' notice to the other party and neither party shall have any further obligations or responsibilities under the Lease. Lessee agrees to provide

contact information for the National Operations Center that can remotely shut off Lessee's equipment remotely in the event of an emergency.

E. In the event the operation or use of communications systems at the Property which serve the City or other public users causes interference with Lessee's equipment, City agrees to reasonably cooperate with Lessee to reduce such interference. If such interference cannot be reduced to Lessee's satisfaction, Lessee may terminate this Lease immediately upon written notice to City and Lessee shall not have any further obligations or responsibilities under the Lease.

11. Access and Security for an Equipment Facility Area on Property:

A. Lessee is hereby granted a limited and non-exclusive license to enter the Property for maintenance, operation and/or repair of Lessee's Equipment Facility at the locations indicated on the access plan, described in Exhibit C, or as further modified to provide an alternative access method to be approved by the City, which approval may be withheld for any reason.

B. Lessee shall make its best effort to maintain, repair, or replace Lessee's ground equipment during Normal Business Hours (8:00 a.m. to 4:30 p.m.). Lessee shall notify the City's representative or designee prior to accessing the Property. Facilities may be reached at (425) 430-6605 during Normal Business Hours. Access to Lessee's equipment on Property will require forty-eight (48) hours prior notice to the City for the maintenance, repair or replacement of said equipment. Access to Property shall be limited to Normal Business Hours and work shall be done in a manner that will not interfere with the City's primary use of the Property. Should Lessee determine, outside of Normal Business Hours, that emergency access is needed to either the ground equipment or to the equipment on Property, Lessee shall notify the City by contacting the Renton Police Department at 911 who will refer the caller to the City Facilities' on-call staff. Lessee shall reimburse Facilities for costs incurred for the on-call time to respond to an after-hours access request.

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

D. In the event of a public safety emergency at the Property, the City shall have the right to turn off the Lessee's equipment without prior notification. The 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.

E. 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 as required by this Lease. However, this shall not relieve Lessee from the requirement of immediately notifying the City by telephone upon learning of the emergency and obtaining any permits necessary after the emergency work. Lessee shall apply for all required permits not later than the second succeeding day during which the Renton City Hall is open for business.

F. In the event of a public emergency, such as, but not limited to, road failure, evacuation, natural disasters, hazardous substance spills, and fatal accidents during public use at the Property, Lessee's access may, at the City's reasonable discretion, be temporarily limited or restricted; provided, that any temporary limitation or restriction in Lessee's access shall be restored as soon as the circumstances shall allow, as determined by the City.

G. For the security of the Property, at the City's discretion, Lessee may be responsible to provide separate security fencing and gate to Lessee's Equipment Facility Area. Lessee will provide the City's designated Facilities staff with two (2) keys for emergency access to Lessee's Equipment Facility Area. The City may at any time during the Term of this Lease determine that additional security measures are needed at the Property. Lessee shall reimburse the City for the City's costs in implementing revised security measures, to the extent that additional costs are incurred due to the presence of Lessee's equipment. The City also retains the right to revise access procedures during the Term of this Lease. Lessee shall comply with revised access requirements so long as access is maintained according to provisions of the Lease.

12. Utilities & Services:

A. Anytime, with twenty-four (24) hours written notice to the City, Lessee or its surveyor or contractor may, at Lessee's sole expense, enter upon and survey Lessee's Equipment Facility Area and the City's abutting and surrounding property to take measurements, make calculations, review any and all existing easements, property restrictions, if any, and note all other information relevant to Lessee's assessment of the suitability of Lessee's Equipment Facility Area for its purposes. Said access shall be within Normal Business Hours.

B. The City shall not furnish Lessee with electrical service for Lessee's Equipment Facility Area. Lessee has or may install, at its sole cost and expense, an electrical meter and run such utility lines as may be reasonably necessary to provide electrical service to Lessee's Equipment Facility Area, in a location acceptable to the City, as described in Exhibit C. The provision of such electrical lines and service shall not materially interfere with the City's normal use of the Property. The City will not encumber its property for the benefit of the Lessee to provide these services.

C. The City shall not be liable for any damages to any person or property, nor shall Lessee be relieved from any of its obligations under this Lease, as a direct or indirect result of temporary interruption in the electrical power provided to Lessee's Equipment Facility

Area where such interruption is caused by acts of nature or other acts beyond the City's control. Under no circumstances shall the City be liable for indirect or consequential damages resulting from such an interruption.

D. The City shall not be responsible for providing Lessee with any information relating to encumbrances on the Property, including, but not limited to setbacks, utilities or easements of any nature.

E. Lessee may, if feasible and at its sole expense, install a backup generator in a location acceptable to the City, in order to provide electrical service to Lessee's Equipment Facility Area during emergency situations where electrical power is not otherwise available. Any back-up generator must be so designed and operated as to not exceed local noise level standards of the applicable City of Renton ordinance or other applicable laws. Back-up generator and associated infrastructure shall be identified to Lessee's plans and included as part of the initial design review.

13. Compliance with Laws:

A. Lessee shall, at all times and at its sole responsibility and expense, comply with all applicable statutes and ordinances, orders, guidelines, policies, directives, rules and regulations of municipal, county, state and federal governmental authorities or regulatory agencies ("Laws") relating to the construction, operation and/or maintenance of Lessee's Equipment Facility Area and adjacent Antenna, including FCC regulations for compliance with limits on human exposure to radio frequency (RF) emissions. Lessee shall defend, indemnify and hold harmless the City and its employees and agents against any claims arising from any violations by Lessee, its agents or employees, of any such Laws. The indemnity provision of this paragraph shall survive the termination or expiration of this Lease.

B. Lessee shall not use Lessee's Equipment Facility Area for any illegal purposes or violate any applicable Laws, nor create or allow any nuisance or hazardous materials, nor trespass or do any act on the Property that would increase the insurance rates, nor deface, damage or overload the Property's structural components.

14. Advertising Devices, Signs & Lighting:

A. Lessee shall not place any advertising devices on or about the Property.

B. Lessee shall post and maintain on Lessee's Equipment Facility Area appurtenant thereto a sign no larger than eighteen inches (18") square giving an emergency telephone number. No other signs are permitted on or about the Property. Excluded from this restriction are signs required by the FCC. At no time shall Lessee post any sign on the City's Property without the City's prior written permission.

15. Installation, Maintenance, and Stewardship:

- A. At the time of installation of Lessee's equipment, Lessee shall paint the equipment to match the color of the existing surface. When new equipment is added or existing equipment is replaced, it shall be painted to match.
- B. The Lessee will not interfere with the City's use of the Property, nor will Lessee or the Lessee's equipment create an electrical current or field that will damage the City's Property or communications equipment or capability.
- C. Lessee will not weld to the Property without the City's prior written consent.
- D. When the City determines that the Property is in need of repainting, the Lessee shall be responsible for all costs associated with preparing and painting all communication facilities (conduit, mounting points, antennas, etc.), preparing and painting the Property surfaces under communication facilities, and preparing and painting the surfaces from the point of the lowest mounted equipment to the top of the of where the equipment is mounted. The Lessee shall pay for costs incurred by the City including but not limited to engineering, and contract preparation and administration. Such costs will be paid within thirty (30) days following receipt of an invoice together with reasonable supporting documentation evidencing such costs.
- E. Prior to any operation in which earth, rock, or other material on or below the ground is moved or otherwise displaced to a vertical depth of twelve inches (12") or greater, Lessee must call an underground utility locating service to ascertain the existence of underground utilities.
- F. Lessee must comply with all provision of RCW 19.122 (Underground utilities).
- G. Lessee shall, at its own expense and at all times, keep Lessee's Equipment Facility Area neat and clean and in a sanitary condition and keep and use Lessee's Equipment Facility Area in accordance with all applicable Laws. Lessee shall permit no waste, damage or injury to Lessee's Equipment Facility Area. Lessee shall make such repairs as are necessary to maintain Lessee's Equipment Facility Area in as good a condition as exists on the date construction of Lessee's Equipment Facility Area is completed, subject to reasonable wear and tear.
- H. The City shall have no obligation to maintain or safeguard Lessee's Equipment Facility Area, except that the City shall not intentionally permit access to Lessee's Equipment Facility Area to any third-party without the prior approval of the Lessee, except as otherwise provided in this Lease.
- I. If applicable, Lessee shall maintain the surrounding Equipment Facility Area landscape installed by Lessee pursuant to its permits for construction of Lessee's Equipment Facility Area, in a manner and frequency consistent with the balance of the Property. Such tasks and frequencies shall be determined by the City of Renton Utility, following final design and landscape plan approval as required by any such permits.

16. Hazardous Substances:

A. Lessee shall not introduce or use any such substance on the Equipment Facility Area 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.

B. 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.

17. Repairs by the City; Inspection; Increased Maintenance Costs:

A. The City shall have no duty to Lessee to make any repairs or improvements to Lessee's Equipment Facility Area except those repairs necessary for the safety of the Lessee. The City or its representatives shall be provided access to Lessee's Equipment Facility Area upon no less than twenty-four (24) hours' notice to Lessee.

B. In the event that the presence of Lessee's Site Equipment on the Property or within Lessee's Equipment Facility Area results in increased maintenance or repair costs to the City, Lessee shall, within thirty (30) calendar days of written notification by the City, which shall include documentation evidencing such increase as the result of Lessee's use, pay the City for the incremental maintenance or repair costs incurred by the City.

C. Improvements by the City - relocation, moving etc.

The City will from time to time need to make additional improvements, repairs and revisions to the utility site and Property. Except for emergencies as set forth above, the City will provide the Lessee with not less than 180 days' notice of major revisions and major improvements to be made by the City. Lessee shall remove and/or relocate its facilities at Lessee's cost and at no cost to the City. The Lessee must relocate by the date set in the Notice to Relocate or another mutually agreed upon date in writing. Lessee's failure to timely relocate per the notice or agreed date can result in Lessee paying for any and all damage and delay claims of the City or contractors of the City. Upon completion of such revisions and/or improvements, if possible, the Lessee may be allowed to will relocate its equipment back to Lessee's Equipment Facility Area. If the improvements, repairs and revisions are not compatible with the Lessee's Equipment in the Facility Area – the parties will work towards an agreed solution, if an agreed solution cannot be reached Lessee or the City may terminate the Lease upon thirty (30) calendar days' notice to the other party and neither party shall have any further obligations or responsibilities under the Lease except removal of Lessee's Site Equipment and return of Lessee's Equipment Facility Area to its condition prior to installation of Lessee's Site Equipment or as otherwise agreed by the parties.

18. Lessee's Sub-leasing & Assignment:

A. Lessee may not sub-lease or co-locate any other broadcast equipment within Lessee's Equipment Facility Area, without the City's prior express written consent.

B. Assignment – Neither this Lease, nor any rights created by it, may be assigned, or transferred without the City's prior written permission. Any such assignment shall be in writing on a form approved by the City and shall include an assumption of this Lease by the assignee.

C. Notwithstanding the foregoing, Lessee may assign its interest in this Lease, without the City's consent, to any entity which controls, is controlled by, or is under common control with Lessee, or to any entity resulting from any merger or consolidation with Lessee, or to any partner or member of Lessee, or to any partnership in which Lessee is a general partner, or to any person or entity which acquires fifty one percent (51%) or more the ownership of Lessee or fifty-one percent (51%) or more of the assets of Lessee in the Seattle-Tacoma-Everett Area, or to any entity which obtains a security interest in a substantial portion of Lessee's assets; provided, that the assignment includes an assumption of all obligations of Lessee under this Lease by the assignee; and provided further, that Lessee shall provide the City with written notice of the assignment with an updated contact and billing address along with a copy of said written assignment and a copy of the Certificate of Insurance in the form required by Paragraph 25., within thirty (30) calendar days prior to the effective date of the assignment. Any such assignment shall not serve to release Lessee from its obligations under this Lease, which shall remain in full force and effect for the duration of the Term.

D. The City's consent to one assignment shall not waive the requirement of obtaining the City's consent to any subsequent assignment.

19. The City's Sub-leasing & Assignment:

A. Should the City sell, lease, transfer, or otherwise convey all or any part of the Property that is the subject of this Lease to any transferee other than Lessee, such transfer shall be subject to this Lease.

B. Subject to Paragraph 9.A. and Paragraph 9.B., the City retains the right to sublease or enter into any type of agreement for any portion of the Property for any reason, including but not limited to, co-locating wireless facilities.

C. Subject to Paragraph 9.A. and Paragraph 9.B., the City retains the right to enter into other Leases with other Lessee's to co-locate within the Property,

D. The City may transfer and assign its rights and obligations under this Lease and no further liability or obligation shall accrue against the City, provided that the assignee or transferee assumes, in writing, all of the City's obligations under this Lease, which shall remain in full force and effect.

20. The City's Reservation of Right to Maintain & Grant Utility Franchises & Permits:

A. Subject to Paragraph 9.A and Paragraph 9.B, the City reserves the right for utility franchise, licensee and permit holders to enter upon the Property to maintain facilities and, for itself, to grant utility franchises, licenses and/or permits across the Property; provided, that such franchises, licenses, or permits do not materially interfere with Lessee's authorized use of Lessee's Equipment Facility Area. Such installation will be accomplished in such a manner as to minimize any disruption to Lessee. The franchise, license or permit holder will be required to restore paving, grading and improvements damaged by the installation.

B. Lessee will not disturb markers installed by a franchise, license, or permit holder and will contact the franchise, license, or permit holder prior to any excavation in order that the franchise, license, permit holder may locate the utility. It is Lessee's responsibility to protect legally installed underground utilities from damage caused by itself, its contractors, agents and invitees.

C. Lessee must comply with RCW 19.122.030 (Notice of excavation to owners of underground facilities -- One-number locator service -- Time for notice -- Marking of underground facilities -- Costs) and must subscribe to the one-call locator service for the area in which the Property resides. Failure to comply constitutes material breach of this Lease.

21. Improvements, Fixtures and Personal Property:

A. Prior to installing any new equipment or other improvements in or on the Property after the Acceptance Date other than merely maintaining the Antenna configuration identified on Exhibit D, and prior to making any material changes in such equipment or in the exterior appearance, size or design of any such equipment or the improvements of the Property thereafter during the term of this Lease, including any Renewal Period, Lessee shall submit to the City for approval such information regarding the proposed work as the City may request, including, without limitation, plans and specifications of the planned modifications and Lessee's critical path time schedule, for the City's written approval (at the City's discretion, the City may require an addendum to this agreement and monthly rental adjustment for the project). Prior to commencing construction activities on the Equipment Facility Area, Lessee shall secure approval of a work schedule by the City and all necessary permits and approvals. During any construction activities by Lessee at the Property, representatives of the City shall have the right to inspect any and all improvements and to require reasonable revisions to ensure that the respective uses of the Property and Equipment Facility Area are compatible. Notwithstanding the foregoing, maintenance, repairs, like-kind or similar replacements of equipment and modifications made within the interior of any shelters or base station equipment shall not be considered "material changes".

B. The City may at any time, go upon the Property to inspect any work done by Lessee to insure compliance with the approved plans and specifications, to require reasonable revisions to ensure that the respective uses of the Property are compatible or otherwise.

Further, this right shall not impose any obligation upon the City to make inspections to ascertain the safety of Lessee's improvements or the condition of the Leased Property.

22. Destruction of or Damage to Property, Equipment Facility Area or any Site Structures:

A. If the Property, Equipment Facility Area, or any structure on the Property is destroyed or damaged by fire or casualty so as to render the Property and/or Equipment Facility Area wholly unfit for use by the Lessee, and if in the reasonable judgment of the City the damage cannot be repaired within ninety (90) calendar days following the date of such damage, either party may terminate this Lease upon written notice to the other party, and this Lease shall terminate on the date of such notice and Lessee shall surrender Lessee's Equipment Facility Area to the City within ninety (90) calendar days. Within fifteen (15) calendar days after such damage, the City shall notify Lessee as to whether the City expects to complete such repair within ninety (90) calendar days. If Lessee's Equipment Facility Area is damaged by fire or casualty, but not rendered wholly unfit for use, Lessee may elect promptly to repair such damage. The City shall not be liable to Lessee for any indirect or consequential damages including but not limited to inconvenience, annoyance, or loss of profits, nor for any expenses, or any other damage resulting from the repair of such damage, or from any repair, modification, arranging, or rearranging of any portion of the Property or Equipment Facility Area for the termination of this Lease as provided herein.

B. In the event the Property and/or Equipment Facility Area will be rebuilt and/or repaired as outlined above, the City shall consider other temporary locations on the Property at the City's sole discretion. If both the City and Lessee approve an area, Lessee may construct, operate and maintain, at its sole expense, a substitute wireless communication facility on the Property until the Site Equipment is fully restored and operational. During the use of the temporary location, Rent shall continue and be payable to the City.

23. Condemnation:

If all or any portion of the Property or Lessee's Equipment Facility Area shall be taken or condemned for any public purpose such that the Lessee cannot use its Site Equipment on Lessee's Equipment Facility Area, either party may terminate this Lease. All proceeds from any taking or condemnation of the Site or Equipment Facility Area shall belong and be paid to the City. Lessee shall have all rights to its Site Equipment and personal property, which shall not be included in any taking or condemnation. Lessee shall also have the right to claim and recover from the condemning authority any amounts recoverable by Lessee on account of any and all damage to Tenant's business and any costs or expenses incurred by Tenant in moving/removing its equipment, personal property, equipment, and leasehold improvements.

24. Fixtures:

The City agrees that, notwithstanding any provision of statutory or common law, the Site Equipment and any other Lessee improvements to Lessee's Equipment Facility Area, including but not limited to personal property, shall not become affixed to or a part of the Property or any structure on the Property, but shall remain the exclusive property of the Lessee. The City and its employees and agents, shall not be liable in any manner for, or on account of, any loss or damage sustained to any property of whatsoever kind stored, kept or maintained in or about the Property, except such claims or losses that may be caused by the City or its agents or employees. Lessee agrees to save the City and its employees and agents harmless on account of any claims or liens imposed upon the Site or Equipment Facility Area in connection with alterations or improvements thereto, conducted by Lessee or on behalf of Lessee.

25. Insurance:

A. Lessee shall secure and maintain, at its sole cost and expense, Commercial General Liability insurance with minimum policy limits of \$1,000,000 for each occurrence/\$2,000,000 aggregate for the Term of this Agreement.

B. It is agreed that on the Lessee's commercial general liability policy, the City will be named as an Additional Insured on a non-contributory primary basis. The City's insurance policies and self-insurance shall not be a source for payment of any Lessee liability nor Lessee's property loss or damage.

C. Subject to the City's review and acceptance, a current certificate of insurance with the "City of Renton" named as the certificate holder, showing the minimum proper endorsements, shall be delivered to and accepted by the City before executing the work of this Agreement. An updated certificate shall be promptly provided to the City upon any policy expiration for the duration of the work.

D. Lessee shall provide the City with written notice of any policy cancellation, within two (2) business days of their receipt of such notice.

E. The City does not represent that the minimum required insurance or insurance limits are adequate to cover all potential claims, related claim costs, or property losses.

F. The City may require increases in said coverage's by written notice to Lessee, as the City deems reasonably necessary.

G. The Certificate of Insurance attached in **Exhibit G**

The certificate holder and should read:

City of Renton
ATTN: Jeffrey Minisci, Facilities Director
RE: LAG- 22-002
1055 South Grady Way

Renton, WA. 98057

Direct any questions, comments, or concerns to:
Kelsey Urban, Risk Manager
425.430.7669 - direct
425.430.7665 – fax
kurban@rentonwa.gov

26. Hold Harmless:

The City and its elected officials, officials, employees, agents and volunteers shall not be liable for injury or damage to any persons or property, Lessee's Equipment Facility Area, or for any injury or damage to persons or property resulting from the installation, operation or maintenance of the Lessee's equipment on the Property. The Lessee shall protect, defend, indemnify and save harmless the City, its elected officials, officers, employees, agents and volunteers from any and all costs, claims, demands, causes of action, judgments, liabilities, obligations, costs and expenses (including reasonable attorneys' fees) for deaths or injuries to persons or for loss of damage to property, negligent acts or omissions of Lessee arising out of, or in any way connected with, the use and occupancy of the Property by Lessee, its officers, employees, agents, volunteers and independent contractors, and invitees, and assigns. This indemnity shall further apply to test or other actions of Lessee at the Property during the term of this Lease. Finally, all obligations of Lessee, under this indemnity shall survive and remain enforceable after the expiration or earlier termination of this Lease. Notwithstanding the foregoing, Lessee's indemnity to the City and its employees and agents shall not include instances where any injury or damage to persons or property and/or any and all claims, demands, causes of action, judgments, liabilities, obligations, costs and expenses (including reasonable attorneys' fees) for deaths or injuries to persons or for the loss or damage to property, are the result of the negligence or willful misconduct of the City or its employees, agents, independent contractors, invitees, assigns and subtenants.

27. Performance Bond:

A. Lessee shall furnish a surety bond or bonds, attached to this Lease as **Exhibit F**, attached and fully incorporated in this Agreement by reference, covering faithful performance of this Lease and payment of all obligations arising there under, including but not limited to proper construction, long-term facility maintenance, rent, timely removal of equipment and restoration. The bond shall be in the amount of Thirty Thousand Dollars (\$30,000) and be in-force during the entire term or subsequent extensions. The bond shall be in a form acceptable to the City. The performance bond for this Lease shall not only indemnify the City for the usual performance provisions of this Lease, but in addition shall be a bond to guarantee payment of any and all tax liability of any type, kind, nature or description due as a result of this Lease. The bond shall also guarantee the removal of Lessee's Site Equipment and return of Lessee's Equipment Facility Area to its condition prior to installation of Lessee's Site Equipment should Lessee

fail to remove said equipment upon termination of the Lease. Said performance bond shall be issued to the City prior to the issuance of any permits for the construction of its facilities on the leased property and shall include a 90-calendar day cancellation clause. Prior to City accessing the bond, it shall first give Lessee written notice of its intention to do so and with that notice shall provide to Lessee written documentation to Lessee of the loss, damage or expense for which City seeks compensation from the bond. If the City so uses or applies any portion of the performance bond, Lessee shall, upon notice, restore the performance bond to the full amount above specified.

B. If Lessee has entered into a separate lease with the City for other City property, the City will consider permitting Lessee to expand Lessee's existing performance bond to include all obligations for a performance bond under this Lease, provided however, all requirements for the performance bond outlined in this Lease are met.

28. Nondiscrimination:

Lessee, for itself, its successors, and assigns as a part of the consideration, does covenant and agree to comply with all civil rights and anti-discrimination requirements of federal, state or local laws applicable to the Property, including, without limitation, RCW 49.60 (Discrimination – Human rights commission)

29. Performance by Lessee:

If Lessee defaults in the performance or observation of any covenant or agreement contained in this Lease beyond all applicable notice and cure periods, the City, without notice if deemed by the City that an emergency exists, or if no emergency, with thirty (30) calendar days' notice, may direct Lessee to stop work and may itself perform or cause to be performed such covenant or agreement and may enter upon the Property for such purpose. Such an emergency shall include, but not be limited to, endangerment of life, the Property, or failure of Lessee to obtain in a timely manner any insurance. Lessee shall reimburse the City the entire cost and expense of such performance by the City within thirty (30) calendar days of the date of the City's invoice together with reasonable supporting documentation evidencing such cost and expense. Any act or thing done by the City under the provisions of this paragraph shall not be construed as a waiver of any agreement or condition or performance required under this Lease.

30. Restoration of Site by Lessee and Removal of Equipment:

Upon the expiration or prior termination of this Lease, Lessee shall restore Lessee's Equipment Facility Area to equal to or better than its condition prior to Lessee's occupancy, including removal of Lessee's personal property/equipment, excluding reasonable wear and tear and insured casualty. This work is to be done at Lessee's sole expense and to the City's reasonable satisfaction.

31. Vacation of Leased Premises:

Upon termination of this Lease, Lessee shall cease its operations on and/or use of Lessee's Equipment Facility Area. In the event Lessee fails to vacate Lessee's Equipment Facility Area from the Property within sixty (60) calendar days of the date of termination, it shall be liable for any and all costs to the City arising from such failure.

32. Equipment Design:

A. The Site Equipment, described in **Exhibit D**, used within the Property shall be designed, sited and screened as described in **Exhibit D**.

B. The City retains the right to review and approve the design and type of materials used to construct the structure within Lessee's Equipment Facility Area to ensure it meets the City's needs within the Property. Lessee shall provide an as-built drawing of Lessee's Equipment Facility Area and Site Equipment to the City within fourteen (14) calendar days of completing the installation.

C. Upon request by the City, Lessee shall install all underground conduits, including but not limited to power and telephone. Lessee shall be responsible for coordination with other lessees on the Property to accommodate underground installation.

33. Equipment Modification:

If at any time during the term of this Lease, either party believes that technology has changed such that modifications to or replacement of the Site Equipment would result in better communications facilities for Lessee, less interference with other communications facilities on the Property, or less physically or aesthetically obtrusive equipment, the parties shall make every reasonable effort to cooperate to effectuate such modifications or replacement.

34. Utility Review of Plans & Approval of Contractors:

Lessee acknowledges the following:

A. The execution of this Lease by the City shall in no way constitute review and/or approval by other applicable jurisdictions and permitting authorities.

B. The City retains authority for further review, modification, and approval of the Site Equipment throughout the City's permit process.

C. This Lease shall be executed after any right-of-way, and/or franchise agreement but prior to application for any other city permits for wireless communications facilities placement.

D. A fully executed Lease between the City and Lessee, and any required permits are required prior to construction or installation of the Site Equipment on the Property.

E. Lessee shall submit plans and specifications and structural analysis of the planned installation for the City's evaluation and approval.

F. Lessee expressly acknowledges and agrees that the City's rights under this Lease to review, comment on, disapprove and/or accept designs, plans, specifications, work plans, construction, equipment, and/or installation, (i) exist solely for the benefit and protection of the City and its employees and agents, (ii) do not create or impose upon the City, and its employees and agents any standard or duty of care toward Lessee, all of which are disclaimed, (iii) may not be relied upon by Lessee in determining whether Lessee has satisfied any and all applicable standards and requirements, and (iv) may not be asserted, nor may the exercise or failure to exercise any such rights by the City and its employees and agents, be asserted, against the City and its elected officials, officers, employees, agents, and volunteers by Lessee as a defense, legal or equitable, to Lessee's obligation to fulfill such standards and requirements, notwithstanding any acceptance of work by the City and its employees and agents.

35. Modifications:

This instrument contains all the agreements and conditions made between the Parties and may not be modified orally or in any manner other than by an agreement in writing signed by the Parties. No failure on the part of either party to enforce any covenant or provision herein contained, nor any waiver of any right under this Lease, unless in writing, shall discharge or invalidate such covenant or provision or affect the right of the either party to enforce the same in the event of any subsequent breach or default.

36. Broker's Fee Bourne solely by Lessee:

If Lessee is represented by a real estate broker or other agency in this transaction, Lessee shall be fully responsible for any fee due such broker, and shall hold the City and its employees and agents, harmless from any claims for a commission.

37. Cooperation in Execution of Subsequent Documents:

The City and Lessee agree to cooperate in executing any documents (not including a Memorandum of Lease) necessary to protect the rights granted by this Lease to the City and Lessee.

38. Termination:

A. Waiver or acceptance by the non-defaulting party of any default by the defaulting party of the terms of this Lease shall not operate as a release of the defaulting party's responsibility for any prior or subsequent default.

B. The City shall have the right to terminate this Lease immediately, upon written notice, if a receiver is appointed to take possession of Lessee's assets, Lessee makes a general assignment for the benefit of creditors, or Lessee becomes insolvent or takes action under the Bankruptcy Act.

C. The City shall have the right to terminate this Lease, upon thirty (30) calendar days' written notice to Lessee, without penalty or further liability to City, upon the occurrence of any of the following events:

1. The City determines that Lessee's exercise of its rights under this Lease interferes with the City's use of the Property and/or the structures on the Property for the lawful municipal purposes for which the City owns and administers such structures/site.

2. The City determines that Lessee's exercise of its rights under this Lease interferes with the use of the Property by a governmental agency with which the City has an agreement to provide services to the City, e.g. Valley Communications (911). City will not exercise this right until it provides notice of interference and provides Lessee with the opportunity to cure such interference pursuant to the terms set forth in Paragraph 10 above.

3. Lessee defaults in the performance of any material term or provision of this Lease that is not cured within thirty (30) days following receipt of written notice of such default. If a non-monetary default cannot reasonably be cured within a 30-day period, this Agreement may not be terminated if Lessee commences action to cure the default within the 30-day period and proceeds with due diligence to fully cure the default.

4. The Property is destroyed or damaged so as to substantially and adversely affect the effective use by Lessee for Lessee's equipment, subject to the Lessee's determination (within ten (10) calendar days) of whether the equipment can be restored or rebuilt. Lessee shall have the option of installing a temporary facility while the above determination is made. Such facility shall be subject to prior review by the City and shall conform to all codes, facility review, and Laws imposed by any regulatory agency with jurisdiction in the matter. Payment of the monthly rent shall continue throughout the evaluation and temporary installation period.

D. Lessee may terminate this Lease upon thirty (30) calendar day's written notice to the City, without penalty or further liability to City, without penalty of further liability as follows:

1. The approval or consent of any governmental authority necessary for the construction and/or operation of the Site Equipment is withheld, revoked or terminated, or Lessee determines, in its sole discretion, that the cost of obtaining or retaining such approval is cost prohibitive; or

2. Lessee at any time determines in its sole discretion that it desires to discontinue use of Lessee's Equipment Facility Area for any reason; or

3. The City defaults in the performance of any material term or provision of this Lease that is not cured within thirty (30) days following receipt of written notice of such default. If a non-monetary default cannot reasonably be cured

within a 30-day period, this Agreement may not be terminated if City commences action to cure the default within the 30-day period and proceeds with due diligence to fully cure the default.

E. Either party may terminate this lease with 180 days' written notice to the other party without cause and for any reason.

F. Upon termination under paragraph 38, neither party will owe any further obligation to the other party provided that Lessee is not in arrears in making its Monthly Rent payments; provided however that Lessee shall remove its Site Equipment and restore the site, and provided that, if Lessee terminates this Lease pursuant to Paragraph 38.D.2., Lessee shall pay the City a sum equal to six (6) months' rent as the City's sole remedy for such termination; and provided if the City terminates this Lease pursuant to Paragraph 38.C.1 or C.2, or E, the City may, at Lessee's option, attempt to find alternative sites on other city property in order to allow Lessee to continue to provide service within the City

39. Non-applicability of Relocation Benefits:

Lessee acknowledges that the signing of this Lease does not entitle the Lessee to assistance under RCW 8.26 (Relocation Assistance – Real Property Acquisition Policy).

40. Removal of Site Equipment upon Termination of Lease:

Upon the expiration of the Term of this Lease or upon the termination of this Lease pursuant to Paragraph 38, Lessee shall remove all the Site Equipment from Lessee's Equipment Facility Area unless otherwise agreed by the Parties; provided that, at the City's sole option, such Site Equipment shall become the property of the City.

41. Titles:

The titles to sections and paragraphs of this Lease are for convenience only and shall have no effect on the construction or interpretation of any section or paragraph.

42. Notices and Emergency Contact Information:

A. Except as otherwise designated in this Lease, all notices must be in writing and shall be deemed valid given if sent by certified mail, return-receipt requested, or overnight delivery, addressed as follows or as otherwise specified by the City during the duration of this Lease:

Lessor: City of Renton
Facilities Division – Public Works
RE: LAG- 22-002
1055 South Grady Way
Renton, Washington 98057
Attn: Facilities Director

With a copy to: City of Renton
City Clerk
RE: LAG- 22-002
1055 South Grady Way
Renton, Washington 98057

Lessee:
New Cingular Wireless PCS, LLC
Attn: Network Real Estate Administration
Re: Cell Site #: SD2453; Cell Site Name: Sunset Replacement (WA)
Fixed Asset #: 14912126
1025 Lenox Park Blvd NE, Third Floor, Atlanta, Georgia 30319

With a copy to:
New Cingular Wireless PCS, LLC
Attn: Legal Dept – Network Operations
Re: Cell Site #: SD2453; Cell Site Name: Sunset Replacement (WA)
Fixed Asset #: 14912126
208 S. Akard Street, Dallas, TX 75202-4206

B. Emergency Contact information:
This information is to be kept up to date by the parties for Emergency use and not for official notice:

Lessor: City of Renton
Name: George Stahl – Water Maintenance Manager
Address: 3555 NE 2nd Street
Renton WA 98056
Phone Number: On call Number 425-766-3838
425-430-7400 (office)
425-766-6180 (cell)
Email: gstahl@rentonwa.gov

Lessee: New Cingular Wireless PCS, LLC
Name: Network Operations Center
Address: 1025 Lenox Park Blvd NE Third Floor
Atlanta, Georgia 30319
Phone Number: On call Number (800) 832-6662
Email: dleastRRC@att.com (Emergency Distribution List)

43. Complete Agreement:

This Lease and any attached exhibits constitute the entire agreement between the City and Lessee; no prior written or prior, contemporaneous or subsequent oral promises or representations shall be binding except that any subsequently adopted city policies and procedures for telecommunications/communications lease agreements and final permits shall be binding on the Parties.

44. Amendments

Except as otherwise be provided, this Lease shall not be amended or changed except by written instrument signed by both Parties.

45. Executed in Counterparts:

This Lease may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute but one instrument.

46. Governed by Laws of State of Washington; Invalidity of Provisions:

This Lease shall be governed by the laws of the State of Washington. If any term or provision of this Lease, or application thereof shall to any extent be invalid or unenforceable, the remainder of this Lease shall not be affected thereby, but shall be valid and enforced to the fullest extent permitted by law.

47. Jurisdiction and Venue:

Any lawsuit or legal action brought by any party to enforce or interpret this Agreement or any of its terms or covenants shall be brought in the King County Superior Court for the State of Washington at the Maleng Regional Justice Center in Kent, Washington.

48. Binding on Successors:

This Lease shall be binding upon and inure to the benefits of the Parties' heirs, executors, administrators, successors and assigns, subject to the conditions set forth in Paragraph 18 herein.

49. Failure to Insist upon Strict Performance:

The failure of either party to insist upon strict performance of any of the terms or conditions of this Lease shall not constitute a waiver.

IN WITNESS WHEREOF, the Parties have entered into this Agreement effective as of the date last written above.

*****SIGNATURES ON FOLLOWING PAGE*****

CITY OF RENTON



Name: Armondo Pavone

Title: Mayor

Date: 2-23-2022

Attest:



Jason Seth, City Clerk

Approved as to form:

Approved by Cheryl Beyer via 1/21/2022 email

Shane Moloney, City Attorney

(clb 10-29-21 1390)



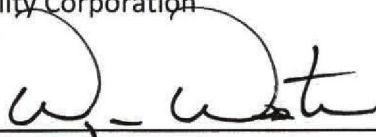
LESSEE:

New Cingular Wireless PCS, LLC,
a Delaware limited liability company

By: AT&T Mobility Corporation

Its: Manager

Signature: _____



Printed Name: Wayne Wooten

Date: _____

1-21-22

Title: _____

STATE OF OREGON)
) SS
COUNTY OF WASHINGTON)

On this 21st day of January, 2022, before me, the undersigned, a Notary Public in and for the State of Oregon, duly commissioned and sworn, personally appeared Wayne Wooten to me known to be the Director of New Cingular Wireless PCS, LLC, and acknowledged the said instrument to be the free and voluntary act and deed of said Director, Wayne Wooten, for the uses and purposes therein mentioned, and on oath stated that s/he was authorized to execute said instrument on behalf of said New Cingular Wireless PCS, LLC an AT&T Wireless Mobility Corp.

IN WITNESS WHEREOF I have hereunto set my hand and official seal the day and year first above written.



Judith Mullen
(Signature of Notary)

Judith Mullen
(Print or stamp name of Notary)

NOTARY PUBLIC in and for the State of Oregon,
residing at Tualatin, OR

My Appointment Expires: 5/16/2023

EXHIBITS

- **EXHIBIT A – LEGAL DESCRIPTION OF HIGHLANDS RESERVOIR SITE PROPERTY.**
- **EXHIBIT B – LESSEE’S EQUIPMENT FACILITY AREA**
- **EXHIBIT C – NON-EXCLUSIVE ACCESS RIGHTS TO PROPERTY DESCRIPTION**
- **EXHIBIT D – LESSEE’S SITE EQUIPMENT**
- **EXHIBIT E – LEASEHOLD EXCISE TAX EXEMPTION IF APPLICABLE**
- **EXHIBIT F – PERFORMANCE BOND**
- **EXHIBIT G – INSURANCE CERTIFICATE**

EXHIBIT "A"

LEGAL DESCRIPTION

CITY OF RENTON HIGHLANDS RESERVOIR SITE

THE EAST HALF OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF THE
SOUTHEAST QUARTER OF SECTION 4, TOWNSHIP 23 NORTH, RANGE 5 EAST, W.M., IN KING
COUNTY, WASHINGTON; EXCEPT THE SOUTH 30 FEET THEREOF FOR STREET RIGHT-OF-WAY;

SITUATE IN THE CITY OF RENTON, COUNTY OF KING, STATE OF WASHINGTON

KING COUNTY ASSESSOR'S TAX PARCEL NO. 0423059186

EXHIBIT B Lessee's Equipment Facility Area

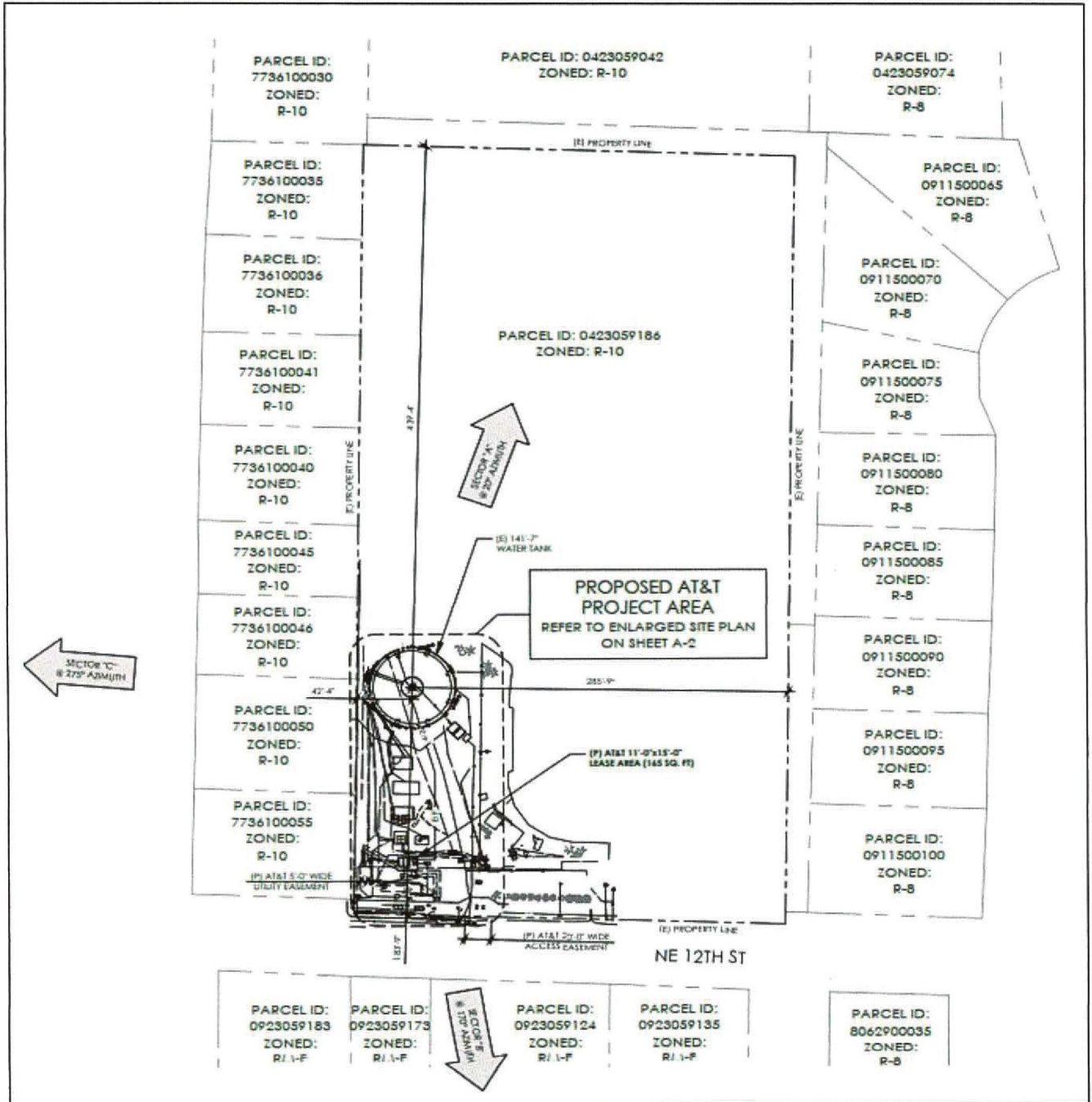


EXHIBIT "C"

Non-Exclusive Access Rights Description

CITY OF RENTON HIGHLANDS RESERVOIR SITE

In general:

The access to the AT&T Mobility ground equipment pad / lease area (11' x 15') will require access into the City's reservoir site through a gated and locked driveway along NE 12th St. To access the equipment pad and the antennas, AT&T Mobility authorized personnel must contact the City's Water Maintenance Department at 425-430-7400 during normal business hours and on weekdays. City personnel will open the gate for AT&T Mobility to access to the equipment pad and will provide access to the reservoir ladder.

Please note there is no work allowed on the reservoir during non-business hours and weekends and holidays, unless there is an emergency. In an emergency, AT&T Mobility will have to call 911 and ask that the City of Renton Water Utility's on-call personnel respond to the emergency in order to provide access to the reservoir ladder.

**EXHIBIT D
LESSEE'S SITE EQUIPMENT**

Water Tank Mounted Equipment			
Item Description	Make	Model	Quantity
Panel Antennas	Commscope	NNH4-65C-R6-V3	6
Remote Radio Head	AirScale	Dual RRH 4T4R B12/14 320W AHLBA	3
Remote Radio Head	AirScale	Dual RRH 4T4R B25/66 320W AHFIB	3
Remote Radio Head	AirScale	RRH 4T4R B5 160W AHCA	3
Remote Radio Head	AirScale	RRH 4T4R B30 100W AHNA	3
Surge Suppressor	Raycap	DC9-48-60-24-8C-EV	2
Fiber Trunk	Rosenberger	FB-L98B-009-50000	2
DC Cable Trunk	Rosenberger	WR-VG86ST-BRD	4

Ground Equipment			
Item Description	Make	Model	Quantity
Shelter (WIC)	Vertiv	XTE 802 Series	1
Generator	Polar	8220-100-D-20-03 (125 Gallon Tank)	1
Generator Battery			1
Back Up Batteries			12
Grounding			

**EXHIBIT E
LEASEHOLD EXCISE TAX EXEMPTION IF APPLICABLE**

**New Cingular Wireless agrees to pay Leasehold Excise Tax directly to the State of Washington
and not through the City.**

Not Applicable.

**EXHIBIT F
PERFORMANCE BOND**

**BOND TO THE CITY OF RENTON
CITY OF RENTON HIGHLANDS RESERVOIR SITE**

KNOW ALL MEN BY THESE PRESENTS:

That we, the undersigned

as principal, and _____ corporation organized and existing under the laws of the State of _____ as a surety corporation, and qualified under the laws of the State of Washington to become surety upon bonds of contractors with municipal corporations, as surety are jointly and severally held and firmly bound to the City of Renton in the penal sum of **Thirty Thousand and No/100 dollars (\$ 30,000.00)** for the payment of which sum on demand we bind ourselves and our successors, heirs, administrators or person representatives, as the case may be.

This obligation is entered into pursuant to the statutes of the State of Washington, the Ordinance of the City of Renton.

Dated at _____, Washington, this _____ day of _____, 20__.

Nevertheless, the conditions of the above obligation are such that:

WHEREAS, under and pursuant to Lease Agreement LAG- _____ The principal/lessee is required to finish a bond for providing for construction, maintenance and removal of telecommunications facility located at **3410 NE 12th St, Renton**, Washington, commonly referred to as **Highlands Reservoir** site

NOW, THEREFORE, this Performance and Payment Bond shall be satisfied and released only upon the condition that Principal:

- Faithfully performs all provisions of the lease, including but not limited to construction, maintenance and removal of telecommunications equipment and facilities and changes to such equipment and facilities authorized by Owner in the manner and within the time specified as may be extended under the lease;
- Indemnifies and holds Owner, its officers, and agents harmless from and against all claims, liabilities, causes of action, damages, and costs for such payments for labor, equipment, and materials by satisfying all claims and demands incurred under the lease, and reimbursing and paying Owner all expenses that Owner may incur in making good any default by Principal.

No change, extension of time, alteration, or addition to the terms of the lease or to the Work

to be performed under the lease shall in any way affect Surety's obligation on the Performance Bond. Surety hereby waives notice of any change, extension of time, alteration, or addition to the terms of the Contract or the Work.

This Contract Bond shall be governed and construed by the laws of the State of Washington, and venue shall be in King County, Washington.

IN WITNESS WHEREOF, the parties have executed this instrument in two (2) identical counterparts this _____ day of _____, 20 ____.

Principal

Surety

Signature

Signature

Title

Title

Name and address of local office of
agent and/or Surety Company:

**EXHIBIT G
INSURANCE CERTIFICATE**

