

FIRST AMENDMENT TO SITE ACCESS TELECOMMUNICATIONS LEASE

THIS FIRST AMENDMENT TO SITE ACCESS TELECOMMUNICATIONS LEASE ("First Amendment") is made and entered into on the Execution Date (as defined below), by and between BW RRI III, LLC, a Delaware limited liability company, as successor-in-interest to Accor Economy Lodging, Inc. ("Landlord"), and T-Mobile West LLC, a Delaware limited liability company, formerly known as T-Mobile West Corporation, a Delaware corporation, as successor-in-interest to VoiceStream PCS III Corporation, a Delaware corporation ("Tenant, or their predecessors-in-interest") (collectively, the "Parties").

Recitals

The Parties hereto recite, declare and agree as follows:

A. Landlord and Tenant, or their predecessors-in-interest, entered into a SITE ACCESS TELECOMMUNICATIONS LEASE, dated July 1, 2002 (the "Lease") for leased premises (the "Site"), as shown on the overall site plan, attached hereto as Schedule A-1, on a portion of the real property located at 16838 International Blvd., Seattle, Washington 98188 (the "Premises"), which Lease is set to expire on August 31, 2017.

B. The Parties, finding the Lease to be mutually beneficial, desire to add three additional Renewal Terms therein by entering into this First Amendment.

C. Landlord and Tenant also desire to enter into this First Amendment in order to modify and amend certain other provisions of the Lease as set forth below.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant, or their predecessors-in-interest covenant and agree as follows:

1. Addition of Renewal Terms. The second and third sentences in Section 2 of the Lease are hereby deleted in their entirety and replaced with the following:

"Tenant shall have the option to extend the Term for four (4) successive five (5) year periods (each a "Renewal Term") on the same terms and conditions as set forth herein. Each Renewal Term shall automatically commence unless: (i) the Lease is sooner terminated in accordance with its terms, or (ii) if either party provides the other with written notice of its intention not to renew this Lease at least one hundred eighty (180) days prior to the expiration of the then current Renewal Term."

2. No Monetary Default. The Parties hereby agree that, as of the date of this First Amendment, there are no payment obligations of Tenant, or their predecessors-in-interest under the Lease, including but not limited to the payment of Base Rent, or other costs or fees, that are overdue; and that any future charges payable under the Lease by Tenant, or their predecessors-in-interest shall be billed by Landlord to Tenant, or their predecessors-in-interest within seventy-two (72) months from the date the charges were incurred or due; otherwise the charges shall be deemed time-barred, waived and released by Landlord.

3. Tenant, or their predecessors-in-interest's Notice Address. Tenant, or their predecessors-in-interest's notice addresses in the Lease are deleted in their entirety and replaced with the following:

If to Tenant, or their predecessors-in-interest:

T-Mobile USA, Inc.
12920 S.E. 38th Street
Bellevue, WA 98006
Attn.: Lease Compliance
Site No. SE03580A

T-Mobile Site No: SE03580A
Market: Seattle

4. Landlord Obligations. Notwithstanding anything to the contrary contained in the Lease, Landlord shall be responsible, at its sole cost and expense, for maintaining all portions of the Premises in good order and condition and in compliance with all applicable laws, including without limitation, the roof, any support structure owned by Landlord, HVAC, plumbing, elevators, landscaping and common areas.

5. Terms; Conflicts. The terms and conditions of the Lease, and the recitals herein above, are incorporated herein by this reference, and capitalized terms used in this First Amendment shall have the same meanings such terms are given in the Lease. Except as specifically set forth herein, this First Amendment shall in no way modify, alter or amend the remaining terms of the Lease, all of which are ratified by the Parties and shall remain in full force and effect. To the extent there is any conflict between the terms and conditions of the Lease and this First Amendment, the terms and conditions of this First Amendment will govern and control.

6. Approvals. Landlord represents and warrants to Tenant, or their predecessors-in-interest that the consent or approval of no third party, including, without limitation, a lender, is required with respect to the execution of this First Amendment, or if any such third party consent or approval is required, Landlord has obtained any and all such consents or approvals.


7. Memorandum of Amended Lease. The Parties agree to execute a Memorandum of Lease Amendment ("Memorandum") in the form attached hereto and incorporated herein as Exhibit A. Tenant shall, at its sole cost and expense, record the Memorandum at the County Recorder's Office.


8. Authorization. The persons who have executed this First Amendment represent and warrant that they are duly authorized to execute this First Amendment in their individual or representative capacity as indicated.

IN WITNESS WHEREOF, the Parties have executed this First Amendment on the day and year signed by the last party below ("Execution Date").

Landlord:
BW RRI III, LLC

Tenant, or their predecessors-in-interest:
T-Mobile West LLC,
a Delaware limited liability company

By: 
Name: Andrew Alexander
Title: Authorized Representative
Date: 3/29/17

By: 
Name: Philip Hankins
Title: Sr. Area Director
Title: Network Engineering & Operations
Date: 7/19/17





SCHEDULE A-1

SITE
(insert site plan drawing here)



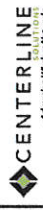
SEATAC NORTH/RED ROOF

16838 INTERNATIONAL BLVD.
SEATAC, WA 98188

SITE ID: SE03580A

L1900 CLOSEOUT CDS

CONSTRUCTION DRAWINGS



PROJECT SUMMARY

THIS PROJECT INCLUDES THE FOLLOWING SCOPE OF WORK & 1800 CAPACITY ADD:

1. PROPOSED MODIFICATION OF AN EXISTING UNMANNED TELECOMMUNICATIONS FACILITY.

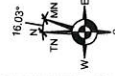
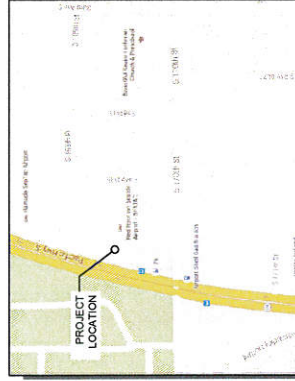
MODIFICATIONS TO **ROOFTOP EQUIPMENT** INCLUDES:

- REMOVAL OF (2) FRRB WITHIN (E) CABINET
- REMOVAL OF (1) FRRB WITHIN (E) CABINET
- ADDITION OF (3) FRRB
- REMOVAL OF GSM
- ADDITION OF (2) FRRB WITHIN (E) CABINET

SITE INFORMATION

SITE NAME: SEATAC NORTH/RED ROOF
SITE ID: SE03580A
SITE ADDRESS: 16838 INTERNATIONAL BLVD SEATAC, WA 98188
LATITUDE: 47°27'05.0" N (47.451389)
SOURCE: 122°41'2" W (122.254778)
1A CERTIFICATION
PARCEL NUMBER: 2823049114
ZONING CLASSIFICATION: CB-C SEATAC
TOP OF (E) BUILDING: 403.3 AGL (TOP OF PARAPET)
OCCUPANCY GROUP: U
CONSTRUCTION TYPE: II-B

PROJECT VICINITY & AERIAL MAPS



DRIVING DIRECTIONS

FROM T-MOBILE BOTHELL OFFICE

1. GET ON I-405 S FROM NORTH CREEK PKWY AND NE 195TH ST (0.9 MI)
2. MERGE ONTO I-405 S (24.2 MI)
3. CONTINUE ONTO WA-518 W (1.0 MI)
4. TAKE THE EXIT TOWARD SEATAC AIRPORT (0.8 MI)
5. CONTINUE ONTO AIRPORT EXPRESSWAY (0.4 MI)
6. TAKE THE EXIT ON THE LEFT TOWARD AIR CARGO ROAD (0.2 MI)
7. TURN LEFT ONTO S 170TH ST (0.2 MI)
8. TURN RIGHT (387 FT)

ESTIMATED DISTANCE: 27.8 MILES
ESTIMATED TIME: 41 MINUTES

PROJECT CONTACTS

APPLICANT
T-MOBILE
16807 NORTH CREEK PKWY N
BOTHELL, WA 98011
PROPERTY OWNER
BW FRIILL LLC
865 S FRONT ST
COLUMBUS, OH 43215
PROGRAM MANAGER
CENTERLINE SOLUTIONS
8218 154TH AVE NE
REDMOND, WA 98052
RICK YOUNG
PH: 425.954.8613
PROJECT MANAGER
CENTERLINE SOLUTIONS
8218 154TH AVE NE
REDMOND, WA 98052
RICK STOCKMANN
PH: 425.860.1437
SITE ACQUISITION CONSULTANT
CENTERLINE SOLUTIONS
8218 154TH AVE NE
REDMOND, WA 98052
RICK STOCKMANN
PH: 425.860.1437
ZONING & PERMITTING CONSULTANT
CENTERLINE SOLUTIONS
8218 154TH AVE NE
REDMOND, WA 98052
RICK STOCKMANN
PH: 425.860.1437
CONSTRUCTION PROJECT MANAGER
CENTERLINE SOLUTIONS
8218 154TH AVE NE
REDMOND, WA 98052
RICK YOUNG
PH: 425.954.8613
ENGINEER OF RECORD
CENTERLINE SOLUTIONS
8218 154TH AVE NE
REDMOND, WA 98052
CHRISTOPHER SCOTT, P.E., LEED AP
PH: 303.993.3293

DRAWING INDEX

SHEET	DESCRIPTION
T1.0	TITLE SHEET
GN1.0	GENERAL NOTES
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A2.0	ENLARGED EQUIPMENT PLAN
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A5.0	ANTENNA & EQUIPMENT DETAILS
A6.0	CONSTRUCTION DETAILS
RF1.0	RF DETAILS



**Know what's below.
Call before you dig.**

THE INFORMATION CONTAINED IN THIS SET OF DOCUMENTS IS PROPRIETARY BY NATURE. ANY USE OR DISCLOSURE OTHER THAN THAT AUTHORIZED BY T-MOBILE SERVICES IS STRICTLY PROHIBITED.

SIGN OFF OF FINAL CONSTRUCTION DRAWINGS

REVIEWERS SHALL CLEARLY PLACE INITIALS ADJACENT TO EACH REDLINE NOTE AS DRAWINGS ARE BEING REVIEWED

CONSULTANT	SIGNATURE	DATE
SITE ACQUISITION		
PERMITTING CONSULTANT		
RF ENGINEER		
CONST. MNGR.		
OPS MNGR.		
PROJECT MNGR.		
REGULATORY REV.		
DEV. MNGR.		

SHEET NO.
T1.0

SITE NAME:
SEATAC NORTH/
RED ROOF
SITE ID:
SE03580A
SITE ADDRESS:
16838 INTERNATIONAL BLVD.
SEATAC, WA 98188

SHEET TITLE
TITLE
SHEET

GENERAL NOTES

1. THE FACILITY IS AN UNOCCUPIED SPECIALIZED MOBILE RADIO FACILITY.
2. PLANS ARE NOT TO BE SCALED AND ARE INTENDED TO BE A GRAPHIC REPRESENTATION OF THE FINAL INSTALLATION. THE WORK SHALL INCLUDE FURNISHING MATERIALS, EQUIPMENT, APPURTENANCES AND LABOR NECESSARY TO COMPLETE ALL INSTALLATIONS AS INDICATED ON THE DRAWINGS.
3. PRIOR TO THE SUBMISSION OF BIDS, THE CONTRACTOR SHALL VISIT THE JOB SITE AND BE RESPONSIBLE FOR ALL CONTRACT DOCUMENTS, FIELD CONDITIONS, AND DIMENSIONS AND CONFIRMING THAT THE DIMENSIONS AND CONDITIONS SHOWN ON THE DRAWINGS ARE CORRECT. IN THE EVENT ANY DISCREPANCIES ARE TO BE BROUGHT TO THE ATTENTION OF THE PROJECT MANAGER.
4. THE CONTRACTOR SHALL RECEIVE, IN WRITING, AUTHORIZATION TO PROCEED BEFORE STARTING WORK.
5. THE CONTRACTOR SHALL INSTALL ALL EQUIPMENT AND MATERIALS IN ACCORDANCE WITH MANUFACTURER'S RECOMMENDATIONS UNLESS SPECIFICALLY OTHERWISE INDICATED OR WHERE LOCAL CODES OR REGULATIONS TAKE PRECEDENCE.
6. ALL WORK PERFORMED AND MATERIALS INSTALLED SHALL BE IN STRICT ACCORDANCE WITH APPLICABLE CODES, REGULATIONS, AND ORDINANCES. CONTRACTORS SHALL OBTAIN ALL NOTICES AND PERMITS NECESSARY TO COMPLY WITH ALL LAWS, ORDINANCES, RULES, REGULATIONS, AND LAWFUL ORDERS OF ANY PUBLIC AUTHORITY BEARING ON THE PERFORMANCE OF THE WORK. MECHANICAL AND ELECTRICAL SYSTEMS SHALL BE INSTALLED IN ACCORDANCE WITH ALL APPLICABLE MUNICIPAL AND UTILITY COMPANY REGULATIONS AND LOCAL AND STATE JURISDICTIONAL CODES, ORDINANCES, AND APPLICABLE REGULATIONS.
7. THE CONTRACTOR SHALL SUPERVISE AND DIRECT THE WORK USING BEST SKILLS AND ATTENTION. THE CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR ALL CONSTRUCTION MEANS, METHODS, TECHNIQUES, AND SEQUENCES OF WORK. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL WORK UNDER THE CONTRACT INCLUDING CONTACT AND COORDINATION WITH THE PROJECT MANAGER AND WITH LANDLORD'S AUTHORIZED REPRESENTATIVE.
8. PROVIDE A PORTABLE FIRE EXTINGUISHER WITH A RATING OF NOT LESS THAN 2-A OR 2-A10BC WITHIN 5 FEET OF TRAVEL DISTANCE TO ALL PORTIONS OF THE PROJECT AREA DURING CONSTRUCTION.
9. THE CONTRACTOR SHALL PROVIDE SITE FOREMAN WITH A CELLULAR PHONE, AND KEEP SAME ON SITE WHENEVER ANY PERSONNEL ARE ON SITE.
10. DETAILS ARE INTENDED TO SHOW END RESULT OF DESIGN. MINOR MODIFICATIONS MAY BE REQUIRED TO SUIT JOB DIMENSIONS OR CONDITIONS, AND SUCH MODIFICATIONS SHALL BE INCLUDED AS PART OF THE WORK.
11. THE CONTRACTOR SHALL MAKE NECESSARY PROVISIONS TO PROTECT EXISTING IMPROVEMENTS, PAVING, CURBS, GALVANIZED SURFACES, ETC., AND UPON COMPLETION OF WORK, REPAIR ANY DAMAGE THAT OCCURRED DURING CONSTRUCTION TO THE SATISFACTION OF THE PROJECT MANAGER AND/OR LANDLORD.
12. ON A DAILY BASIS, KEEP GENERAL AREA CLEAN, HAZARD FREE, AND DISPOSE OF ALL DIRT, DEBRIS, RUBBISH, AND REMOVE EQUIPMENT NOT SPECIFIED AS REMAINING ON THE PROPERTY. LEAVE PREMISES IN CLEAN CONDITION AND FREE FROM PAINT SPOTS, DUST OR SLAGGAGES OF ANY NATURE.
13. CONTRACTOR TO PROVIDE COMPLETE SET OF AS-BUILT DRAWINGS WITHIN 10 WORKING DAYS OF PROJECT COMPLETION.
14. WHERE A CONSTRUCTION DETAIL IS NOT SHOWN OR NOTED, THE DETAIL SHALL BE THE SAME AS FOR OTHER SIMILAR WORK.
15. ASTM SPECIFICATIONS NOTED ON THE DRAWINGS SHALL BE OF THE LATEST REVISION.
16. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO LOCATE ALL EXISTING UTILITIES WHETHER SHOWN HEREON OR NOT AND TO PROTECT THEM FROM DAMAGE. THE CONTRACTOR SHALL BEAR ALL EXPENSE OF REPAIR OR REPLACEMENT IN CONJUNCTION WITH THE EXECUTION OF THIS WORK.
17. ALL ITEMS REMOVED OR DAMAGED DURING CONSTRUCTION WORK WILL BE REPLACED OR REPAIRED TO MATCH EXISTING.
18. ALL ELEMENTS OF EXISTING STRUCTURE TO REMAIN UNDISTURBED. UNDO EXISTING STRUCTURE IS ASSUMED TO BE IN GOOD CONDITION, FREE OF DAMAGE OR DETEIORATION. CONTRACTOR TO VERIFY ALL ELEMENTS OF EXISTING STRUCTURE AFFECTED BY THIS MODIFICATION AND NOTIFY EOR IF ANY DAMAGE, DETEIORATION, OR DISCREPANCIES BETWEEN THE EXISTING CONDITIONS AND THOSE DEPICTED ON THESE CONSTRUCTION DRAWINGS ARE FOUND.

SPECIAL INSPECTION

1. IF REQUIRED, SPECIAL INSPECTIONS SHALL BE PERFORMED BY AN INDEPENDENT SPECIAL INSPECTOR.
2. THE SPECIAL INSPECTOR SHALL PROVIDE A COPY OF THEIR REPORT TO THE OWNER, ARCHITECT, STRUCTURAL ENGINEER, CONTRACTOR, AND BUILDING OFFICIAL AS EACH TEST IS COMPLETED.
3. ANY MATERIAL WHICH FAILS TO MEET THE PROJECT SPECIFICATIONS SHALL IMMEDIATELY BE BROUGHT TO THE ATTENTION OF THE ARCHITECT AND THE STRUCTURAL ENGINEER. SPECIAL INSPECTION TESTING REQUIREMENTS APPLY EQUALLY TO ALL BIDDER DESIGNED COMPONENTS.
4. INSPECTION FOR PREPARED CONSTRUCTION SHALL BE THE SAME AS FOR THE MATERIAL USED IF THE CONSTRUCTION TOOK PLACE ON SITE. CONTINUOUS INSPECTION WILL NOT BE REQUIRED DURING PREPARATION IF THE APPROVED AGENCY CERTIFIES THE CONSTRUCTION AND FURNISHES EVIDENCE OF COMPLIANCE.
5. THE SPECIAL INSPECTOR SHALL SUBMIT A FINAL REPORT CERTIFYING THAT ALL WORK REQUIRING SPECIAL INSPECTION WAS, TO THE BEST OF THE SPECIAL INSPECTOR'S KNOWLEDGE IN CONFORMANCE WITH THE APPROVED PERMIT PLANS AND SPECIFICATIONS AND THE APPLICABLE WORKMANSHIP PROVISIONS.

STRUCTURAL NOTES

GENERAL STRUCTURAL NOTES:

1. WHERE A CONSTRUCTION DETAIL IS NOT SHOWN OR NOTED, THE DETAIL SHALL BE THE SAME AS FOR OTHER SIMILAR WORK.
2. NOTES AND DETAILS ON DRAWINGS SHALL TAKE PRECEDENCE OVER GENERAL NOTES.
3. NO PIPES, DUCTS, SLEEVES, CHASES, ETC., SHALL BE PLACED IN SLABS, BEAMS, OR WALLS UNLESS SPECIFICALLY NOTED. ALL PIPES, DUCTS, SLEEVES, CHASES, ETC., SHALL BE CUT THROUGH WALLS, BEAMS, OR SLABS BEFORE CUT FOR PIPES, DUCTS, ETC., UNLESS OTHERWISE NOTED. CONTRACTOR SHALL OBTAIN PRIOR APPROVAL FOR INSTALLATION OF ANY ADDITIONAL PIPES, DUCTS, ETC.
4. CONTRACTOR AGREES THAT HE SHALL ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR JOB PERFORMANCE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE WORKMANSHIP OF ALL PERSONS AND PROPERTY. THAT THIS REQUIREMENT SHALL APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS; AND THAT THE CONTRACTOR SHALL DEFEND, INDEMNIFY AND HOLD T-MOBILE AND THE ARCHITECT/ENGINEER HARMLESS FROM ANY AND ALL CLAIMS, DAMAGES, LOSSES, AND EXPENSES, INCLUDING ATTORNEY'S FEES, THAT MAY BE INCURRED BY T-MOBILE, REAR OR ALLEGED, IN CONNECTION WITH THE PERFORMANCE OF WORK ON THIS PROJECT. CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE SOLE REGULATOR OF T-MOBILE OR THE ARCHITECT/ENGINEER.
5. THE CONTRACT DRAWINGS AND SPECIFICATIONS REPRESENT THE FINISHED STRUCTURE. THEY DO NOT DEFINE THE METHOD OF CONSTRUCTION. THE CONTRACTOR SHALL PROVIDE ALL MEASURES NECESSARY TO PROTECT EXISTING UTILITIES, PAVING, CURBS, GALVANIZED SURFACES, ETC., AND UPON COMPLETION OF WORK, REPAIR ANY DAMAGE TO CONSTRUCTION EQUIPMENT, TEMPORARY STRUCTURES, AND PARTIALLY COMPLETED WORK, ETC. OBSERVATION VISITS TO THE SITE BY THE ARCHITECT/ENGINEER SHALL NOT INCLUDE INSPECTION OF SUCH ITEMS.
6. ASTM SPECIFICATIONS NOTED ON THE DRAWINGS SHALL BE OF THE LATEST REVISION.
7. CONSTRUCTION MATERIALS SHALL BE SPREAD OUT IF PLACED ON FRAMED FLOOR OR ROOF. LOAD LIMITS SHALL BE MAINTAINED AT ALL TIMES. SHORING/BRACING WHERE STRUCTURE HAS NOT ATTAINED DESIGN STRENGTH.
8. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO LOCATE ALL EXISTING UTILITIES WHETHER SHOWN HEREON OR NOT AND TO PROTECT THEM FROM DAMAGE. THE CONTRACTOR SHALL BEAR ALL EXPENSE OF REPAIR OR REPLACEMENT IN CONJUNCTION WITH THE PROSECUTION OF THIS WORK.
9. DIMENSIONS SHALL TAKE PRECEDENCE OVER SCALES SHOWN ON DRAWINGS.
10. THESE NOTES SHALL BE CONSIDERED A PART OF THE WRITTEN SPECIFICATIONS.
11. ALL ITEMS REMOVED DURING CONSTRUCTION WORK (I.E., DRYWALL, PLYWOOD, CEILING PANELS, ETC.) SHALL BE REPLACED TO MATCH EXISTING.
- THE FOLLOWING REQUIREMENTS SHALL BE MET FOR SPECIAL INSPECTION.
- A. THE SPECIAL INSPECTOR SHALL BE UNDER THE SUPERVISION OF A REGISTERED PROFESSIONAL ENGINEER.
- B. THE SPECIAL INSPECTOR SHALL FURNISH INSPECTION REPORTS TO THE ARCHITECT/ENGINEER AND OTHER DESIGNATED PERSONS. ALL DISCREPANCIES SHALL BE BROUGHT TO THE IMMEDIATE ATTENTION OF THE CONTRACTOR FOR CORRECTION; THEN, IF UNCORRECTED, TO THE PROPER DESIGN AUTHORITY AND THE BUILDING OFFICIAL.
- C. THE SPECIAL INSPECTOR SHALL SUBMIT A FINAL REPORT SIGNED BY BOTH HE AND HIS SUPERVISOR STATING WHETHER THE WORK REQUIRING SPECIAL INSPECTION WAS IN CONFORMANCE WITH THE APPROVED PLANS AND SPECIFICATIONS AND THE APPLICABLE WORKMANSHIP PROVISIONS OF THE CODE.
- D. COMPLY WITH ALL CITY SPECIAL INSPECTION REQUIREMENTS.

STANDARD STRUCTURAL STEEL NOTES:

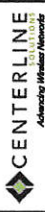
1. ALL METAL WORK SHALL BE IN ACCORDANCE WITH THE SPECIFICATION GALVANIZED ASTM A123-A123M/A42 UNLESS NOTED OTHERWISE.
2. STRUCTURAL TUBING MEMBERS SHALL CONFORM TO ASTM A500, GRADE B.
3. ALL WELDING SHALL BE DONE USING E70XX ELECTRODES AND WELDING SHALL CONFORM TO AISC AND AWS D1.1, WHERE FILLET WELD SIZES ARE NOT SHOWN, PROVIDE THE MINIMUM SIZE PER TABLE J2 IN THE AISC "MANUAL OF STEEL CONSTRUCTION", 14TH EDITION.
4. BOLTED CONNECTIONS SHALL USE BEARING TYPE GALV. ASTM A325 BOLTS (5/8" DIA. UNO) AND SHALL HAVE A MINIMUM OF TWO BOLTS UNO AND SHALL INCLUDE HEAVY-HEX NUTS AND STANDARD COT WASHERS.
5. NON-STRUCTURAL CONNECTIONS FOR HANDRAIL, LADDERS AND STEEL GRATING MAY USE 5/8" DIA GALVANIZED ASTM A307 BOLTS UNO.
6. ALL STRUCTURAL PIPE ASTM A53, TYPE E OR S, GRADE B.

SPECIAL INSPECTION:

1. IF REQUIRED, SPECIAL INSPECTIONS SHALL BE PERFORMED BY AN INDEPENDENT SPECIAL INSPECTOR PER CODE FOR THE FOLLOWING ITEMS:
- A. CONTINUOUS DURING THE INSTALLATION OF EXPANSION AND/OR ADHESIVE ANCHORS: INSPECT AND REPORT.
- B. PERIODIC FOR HIGH STRENGTH BOLT INSTALLATIONS (A325).

DRAWING ABBREVIATIONS

ABB.	DESCRIPTION	UNIT	LINEAR FEET
ABF	ABOVE FINISH FLOOR	LF	MAX
ADL	ABOVE GRADE LEVEL	MECH	MECHANICAL
AWG	AMERICAN WIRE GAUGE	MFR	MANUFACTURER
AC	AIR CONDITIONING	MGR	MANAGER
ADJ	ADJUSTABLE	MIN	MINIMUM
APPROX	APPROXIMATELY	MISC	MISCELLANEOUS
AZ	AZIMUTH	MTL	METAL
BLDG	BUILDING	MTZL	METALIZED
CM	CONSTRUCTION MANAGER	MM	MICROWAVE
CAB	CABINET	NEC	NATIONAL ELECTRICAL CODE
CL	CENTERLINE	NIC	NOT IN CONTRACT
CLG	CEILING	NIS	NOT TO SCALE
CLR	CLEAR	N/A	NOT APPLICABLE
CO	COPPER	OC	ON CENTER
CONC	CONCRETE	OD	OUTSIDE DIAMETER
COND	CONDUIT	OP	OVERHEAD POWER
CONST	CONSTRUCTION	OT	OVERHEAD FIBER
CONT	CONTINUOUS	OPP	OPPOSITE
CPM	CASCADE PM	PL	PROPERTY LINE
DIC	DRAFTSMAN/CHECKER	PLYWD	PLYWOOD
DEMOL	DEMOLISH	PM	PROJECT MANAGER
DIA	DIAMETER	PROJ	PROJECT
DM	DIMENSION	PROP	PROPERTY
DN	DOWN	PT	PRESSURE TREATED
DTL	DETAIL	RD	ROUGH OPENING
DWG	DRAWING	ROW	RIGHT OF WAY
EA	EACH	RRU	REMOTE RADIO UNIT
ELECT	ELECTRICAL	REQ	REQUIRED
ELEV	ELEVATION	RIGT	SOLID BARE TINNED COPPER
EQ	EQUAL	SF	SQUARE FEET
EQUIP	EQUIPMENT	SHT	SHEET
EXT	EXTERIOR	SPEC	SPECIFICATION
FIN	FINISH	SQ	SQUARE
FLR	FLOOR	SS	STAINLESS STEEL
FT	FOOT, FEET	STL	STEEL
GA	GAUGE	STRUCT	STRUCTURE, STRUCTURAL
GALV	GALVANIZED	TOC	TOP OF CONCRETE
GC	GENERAL CONTRACTOR	TOM	TOP OF MASONRY
GWB	GYPSPUM WALL BOARD	THRU	THROUGH
GR	GRADE	TINN	TINNED
GRND	GROUND	UBC	UNIFORM BUILDING CODE
HVAC	HEATING, VENTING & AIR CONDITIONING	UG	UNDERGROUND
NOHZ	HORIZONTAL	UNO	UNLESS NOTED OTHERWISE
HT	HEIGHT	UP	UNDERGROUND POWER
IBC	INTERNATIONAL BUILDING CODE	UF	UNDERGROUND FIBER
ID	INSIDE DIAMETER	VIF	VERIFY IN FIELD
IN	INCH	VERT	VERTICAL
INSUL	INSULATION	WP	WATERPROOF
INT	INTERIOR	WI	WITH
BOX	JUNCTION BOX	W/O	WITHOUT
	(LBS)		



SITE NAME:
SEATAC NORTH/
RED ROOF
SITE ID:
SE03580A
SITE ADDRESS:
1833 INTERNATIONAL BLVD.
SEATAC, WA 98188

SHEET TITLE
GENERAL
NOTES

SHEET NO.
GN1.0

CRM PROJECT NO. 0242

PRELIMINARY	
NO.	DATE / D/C / DESCRIPTION
1	04-05-18 C/C/C CLOSED OUT CDS
1	05-16-18 MEANS CLIENT COMMENT

SUBMITTAL	
NO.	DATE / D/C / DESCRIPTION

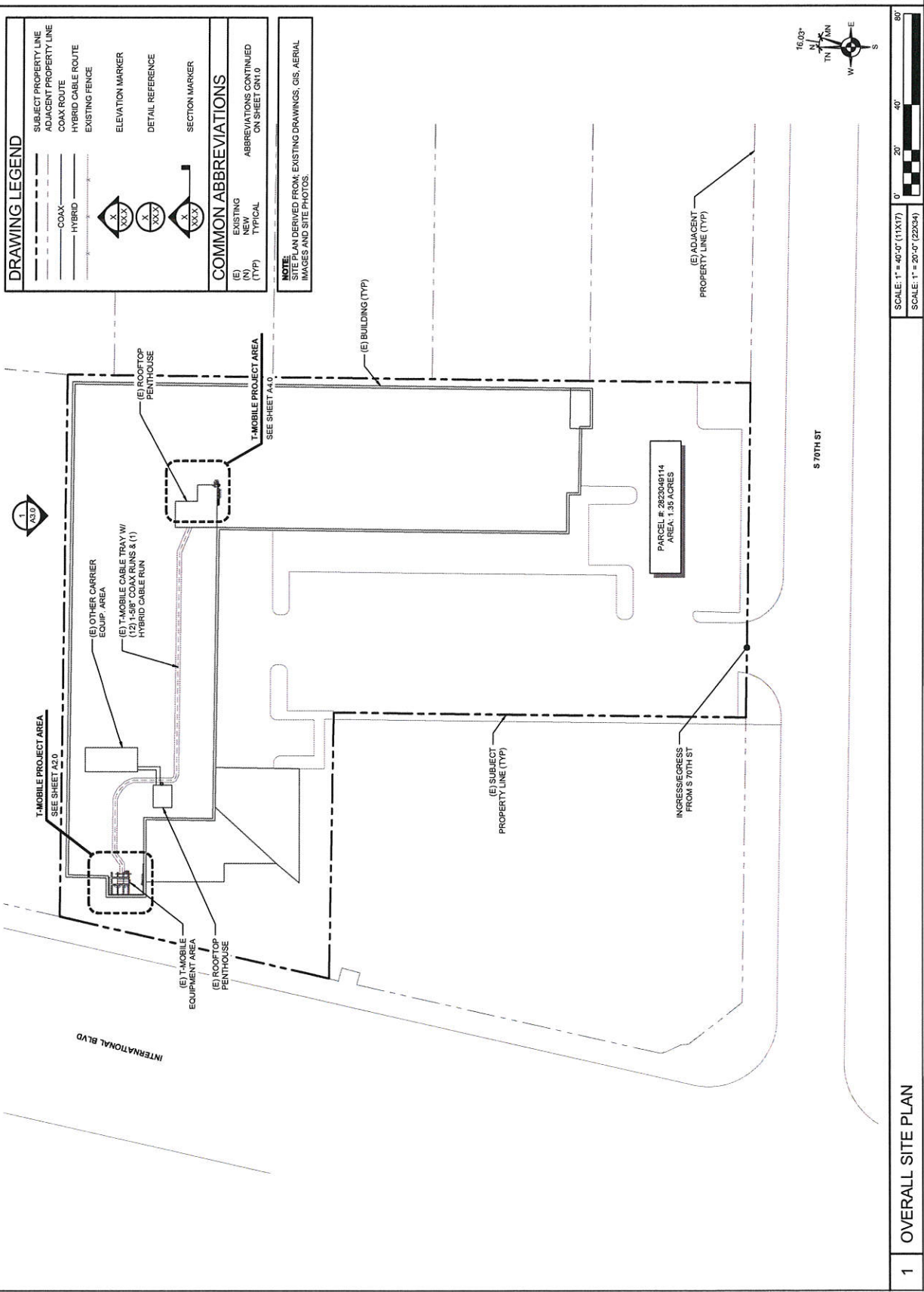
SITE NAME:
SEATAC NORTH/
RED ROOF

SITE ID:
SE03580A

SITE ADDRESS:
18838 INTERNATIONAL BLVD.
SEATAC WA 98148

SHEET TITLE
OVERALL
SITE PLAN

SHEET NO.
A1.0



T-Mobile

CENTERLINE
Advancing Wireless Networks

CPM PROJECT NO. 3232

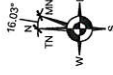
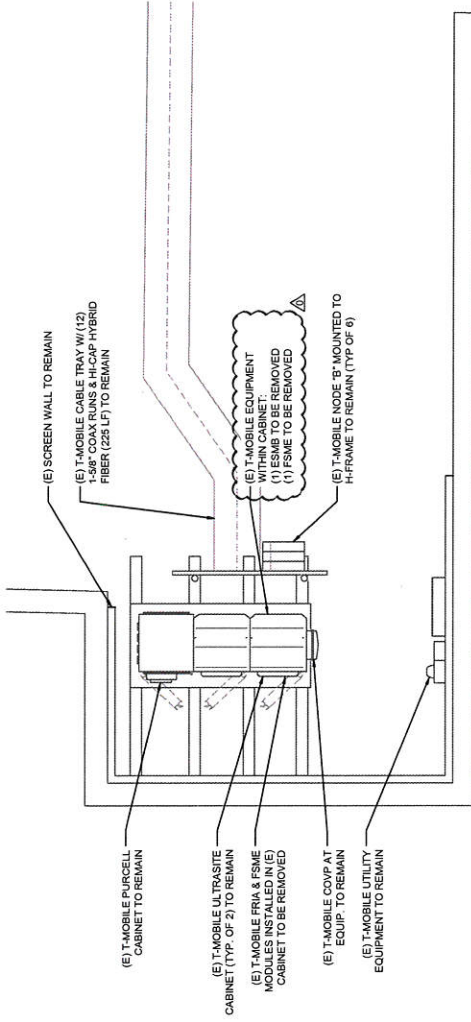
PRELIMINARY	
NO.	DATE
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2	11-05-10
3	11-05-10

SUBMITTAL	
NO.	DATE
1	04-08-10
2	11-05-10
3	11-05-10

SITE NAME:
SEATAC NORTH/
RED ROOF
SITE ID:
SE03580A
SITE ADDRESS:
16838 INTERNATIONAL BLVD.
SEATAC, WA 98188

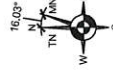
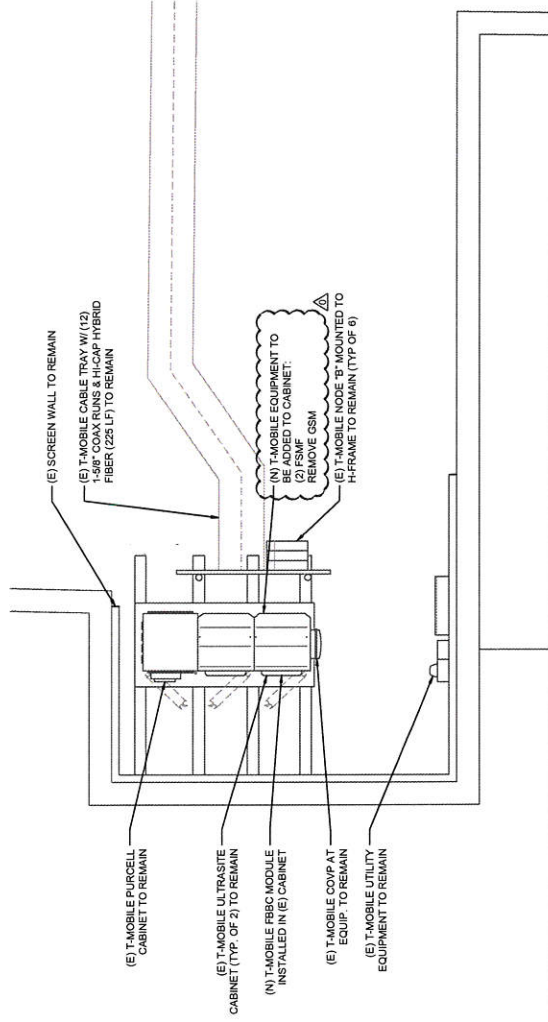
SHEET TITLE
ENLARGED
EQUIPMENT PLAN

SHEET NO.
A2.0



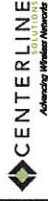
SCALE: 3/16" = 1'-0" (11X17)
SCALE: 3/8" = 1'-0" (22X34)

1 (E) ENLARGED EQUIPMENT PLAN



SCALE: 3/16" = 1'-0" (11X17)
SCALE: 3/8" = 1'-0" (22X34)

2 (N) ENLARGED EQUIPMENT PLAN



CONTRACT NO. 0242

NO.	DATE	D/C	DESCRIPTION
1	04-05-18	03/01	CLOSEOUT CDR
1	05-15-18	05/03	CLIENT COMMENT

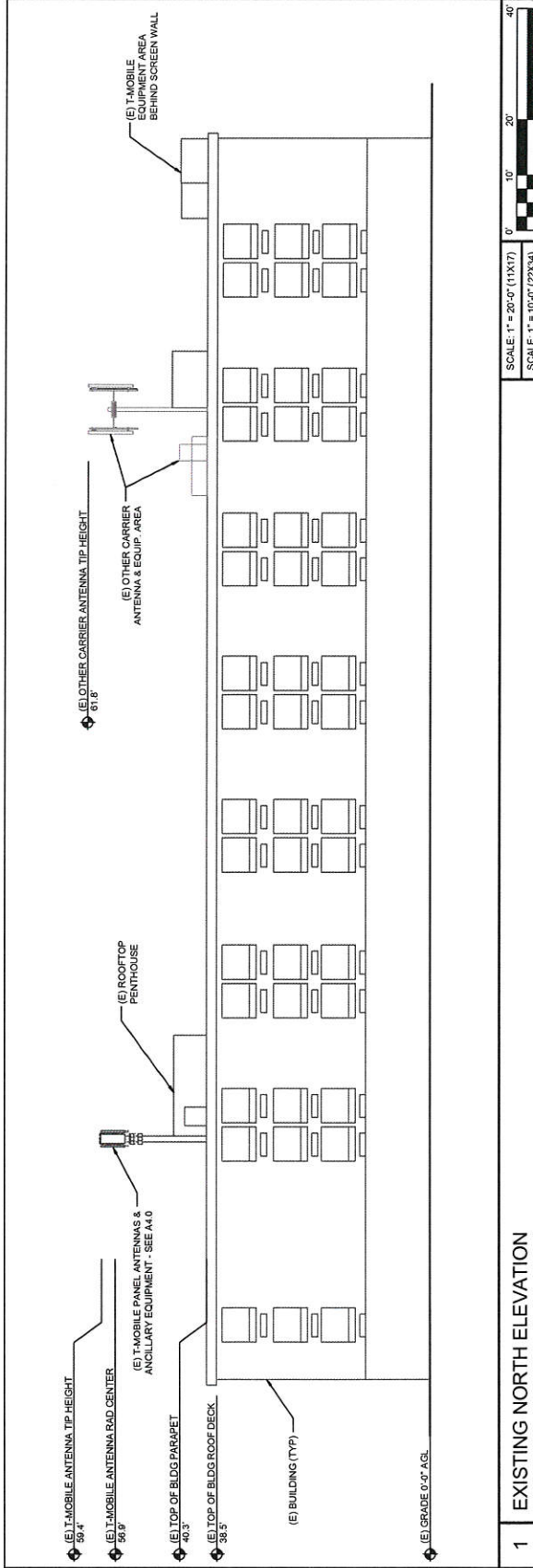
SUBMITTAL

NO.	DATE	D/C	DESCRIPTION
1	04-05-18	03/01	CLOSEOUT CDR
1	05-15-18	05/03	CLIENT COMMENT

SITE NAME:
SEATAC NORTH/
RED ROOF
SITE ID:
SE03580A
SITE ADDRESS:
18838 INTERNATIONAL BLVD.
SEATAC, WA 98188

SHEET TITLE
ELEVATIONS

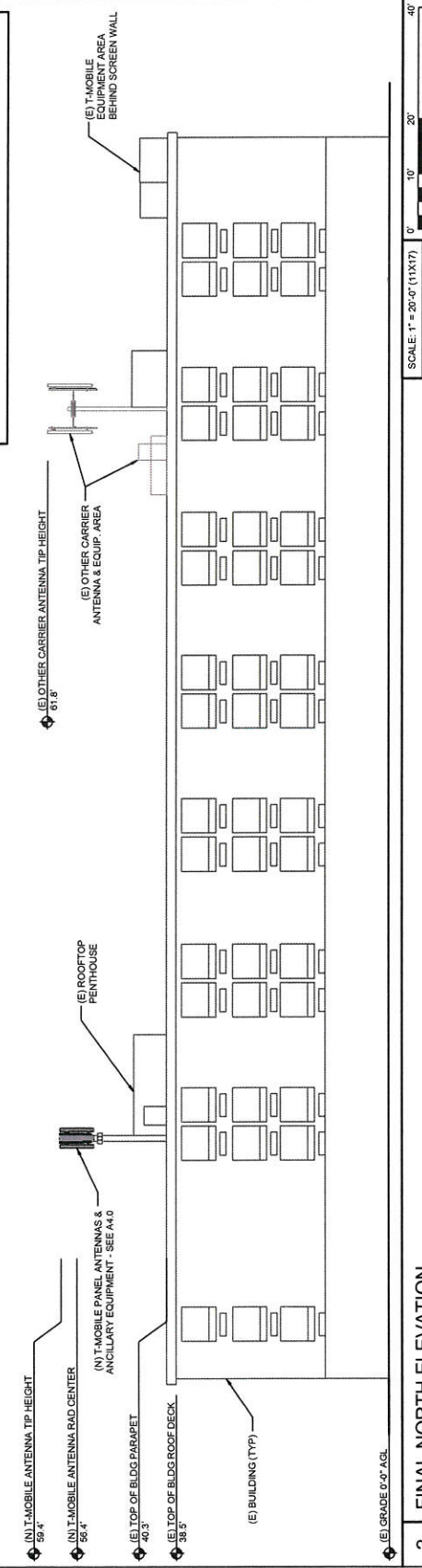
SHEET NO.
A3.0



1 EXISTING NORTH ELEVATION

NOTES:

- IF REQUIRED, PAINT TO MATCH ANTENNAS AND ANCILLARY EQUIPMENT TO MATCH THE EXISTING STRUCTURE WITH NON-REFLECTIVE PAINT AS REQD. CONTRACTOR TO PROVIDE ANCHORING AND FASTENING FOR ALL ANTENNAS AND EQUIPMENT PRIOR TO MATERIALS PROCUREMENT. CONTRACTOR SHALL FIELD VERIFY CONDITION OF STRUCTURE AT PROPOSED MOUNTING LOCATION TO ENSURE EXISTING CONDITIONS ARE SUITABLE AT SPECIFIED ELEVATION.
- ANTENNAS SHALL NOT EXCEED EXISTING TIP HEIGHT UNLESS RETAINED FOR EQUIPMENT STORAGE OR REPAIRS.
- ALL CLIMBING PATHS ON TOWER/MONOPOLE TO REMAIN FREE & CLEAR OF MOUNTS, EQUIPMENT, ETC.



2 FINAL NORTH ELEVATION

ANTENNA SCHEDULE - FINAL CONFIGURATION					
SECTOR	POS.	EXIST./NEW	ANTENNA MODEL	PORT	WEIGHT (LBS)
ALPHA	A1	NEW	SRNH-10DBB	HEX	40.6
BETA	B1	NEW	SRNH-10DBB	HEX	40.6
GAMMA	C1	NEW	SRNH-10DBB	HEX	40.6

*TOWER - FINAL EQUIPMENT INVENTORY					
SCOPE	QTY.	TECHNOLOGY	MANUF.	MODEL	WEIGHT (LBS)
REMOVE (E)	(3)	ANTENNA	ANDREW	TM2XXX-6B16-43M	(38.4)
REMOVE (E)	(6)	TMA	ANDREW	ET1157/2512/B	(4.3)
(E) TO REMAIN	(3)	RRU	NOKIA	FRIG	59.5
(E) TO REMAIN	(2)	RRU	NOKIA	FXFB	55.0
(E) TO REMAIN	(1)	COVP	RAYCAP	CR100-1075R06	15.0
(E) TO REMAIN	(12)	DIPLEXER	COMMSCOPE	ECC1820-VRUB	7.9
ADD (N)	(3)	ANTENNA	COMMSCOPE	SRNH-10DBB	40.6
ADD (N)	(3)	RRU	NOKIA	FRUB	59.5

*GROUND - FINAL EQUIPMENT INVENTORY					
SCOPE	QTY.	TECHNOLOGY	MANUF.	MODEL	WEIGHT (LBS)
(E) TO REMAIN	(1)	COVP	RAYCAP	RNSDC-7771-PF-48	19.0

L1900 CAPACITY ADD; *ROOFTOP - EQUIPMENT INVENTORY					
SCOPE	QTY.	TECHNOLOGY	MANUF.	MODEL	WEIGHT (LBS)
REMOVE (E)	(2)	RRU	NOKIA	FXFB	55.0
REMOVE (E)	(1)	BASEBAND	NOKIA	ESMB	PER MANUF.
REMOVE (E)	(1)	BASEBAND	NOKIA	FSME	PER MANUF.
ADD (N)	(3)	RRU	NOKIA	FRUB	59.5
ADD (N)	(2)	BASEBAND	NOKIA	FSMF	PER MANUF.

*THE "TOWER" AND "GROUND" REFERENCES REFER TO NOMENCLATURE REFLECTED IN THE PLUMBING DIAGRAM ON THE RF-10 SHEET AND DO NOT NECESSARILY REFER TO ACTUAL LOCATION OF EQUIPMENT.

GROUND EQUIPMENT NOTE:

- NEW FRIG TO BE INSTALLED IN EXISTING FROM CABINET (QUANTITIES MAY VARY). ALL OTHER BASEBAND MODULES ARE ASSUMED TO BE EXISTING.
- REFERENCE OWNERS MANUAL FOR CONNECTION AND MOUNTING INFORMATION FOR AMPLIFIER, IF REQUIRED.
- CONTRACTOR SHALL VERIFY FINAL ANTENNA AZIMUTHS W/ CLIENT REPRESENTATIVE PRIOR TO COMMENCING INSTALLATION.
- PRIOR TO MATERIALS PROCUREMENT CONTRACTOR SHALL FIELD VERIFY SUITABILITY OF ANTENNA MOUNT AT SPECIFIED ELEVATION.
- REASSEMBLY CONTRACTOR SHALL VERIFY SUITABILITY OF ANTENNA MOUNT AT SPECIFIED ELEVATION WITH NON-REFLECTIVE BACKSCATTER CONTRACTOR TO VERIFY COLOR AND FINISH WITH UNLINED AND/OR CURVED.
- RETURN ALL UNUSED EQUIPMENT TO T-MOBILE WAREHOUSE.

T-Mobile

CENTERLINE
Advancing Wireless Networks

PRELIMINARY

NO. DATE DISC. DESCRIPTION
A 04-08-16 N/C/L CL. CLOSE-OUT QOS
1 05-16-16 N/C/L CLIENT COMMENT

SUBMITTAL

NO. DATE DISC. DESCRIPTION

SITE NAME:
SEATAC NORTH/
RED ROOF

SITE ID:
SE03580A

SITE ADDRESS:
18838 INTERNATIONAL BLVD.
SEATAC, WA 98158

SHEET TITLE
ANTENNA
DETAILS & PLANS

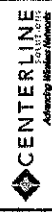
SHEET NO.
A4.0

2 EXISTING ANTENNA PLAN

SCALE: NTS (11X17)
SCALE: NTS (22X34)

3 FINAL ANTENNA PLAN

SCALE: NTS (11X17)
SCALE: NTS (22X34)



CPM PROJECT NO.: 9242			
PRELIMINARY			
NO.	DATE	D/C	DESCRIPTION
A	04-08-15	C/C	CLOSEOUT CDS
1	05-16-16	MS/MS	CLIENT COMMENT

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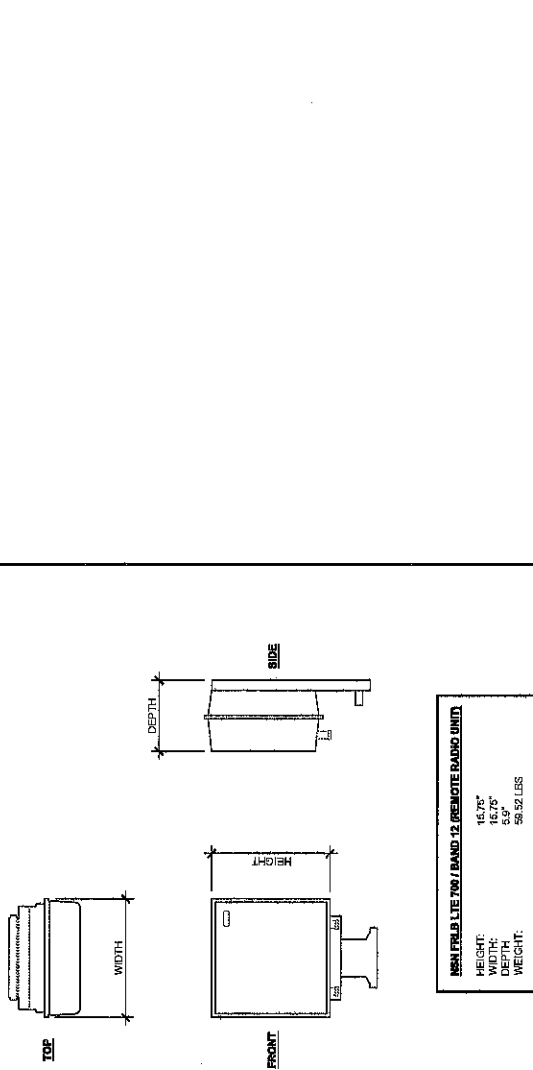
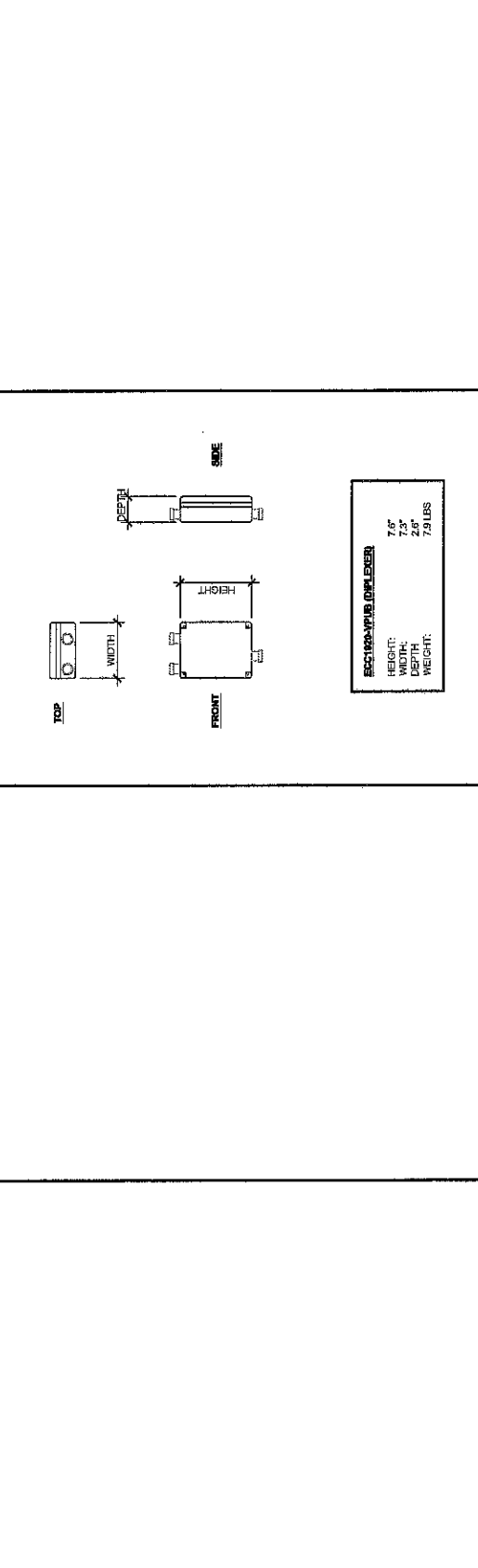
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SEATAC NORTH/
RED ROOF

SITE ID:
SE03580A

SITE ADDRESS:
10030 INTERNATIONAL BLVD.
SEATAC, WA 98158

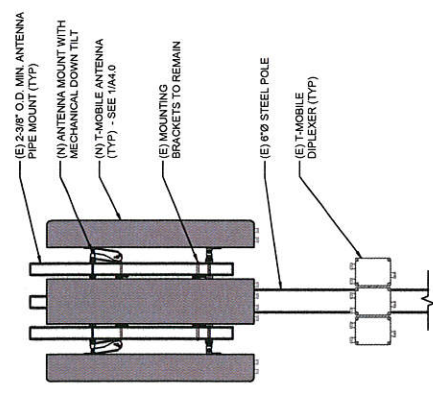
SHEET TITLE:
**ANTENNA AND
EQUIPMENT
DETAILS**

SHEET NO.
A5.0

[illegible]

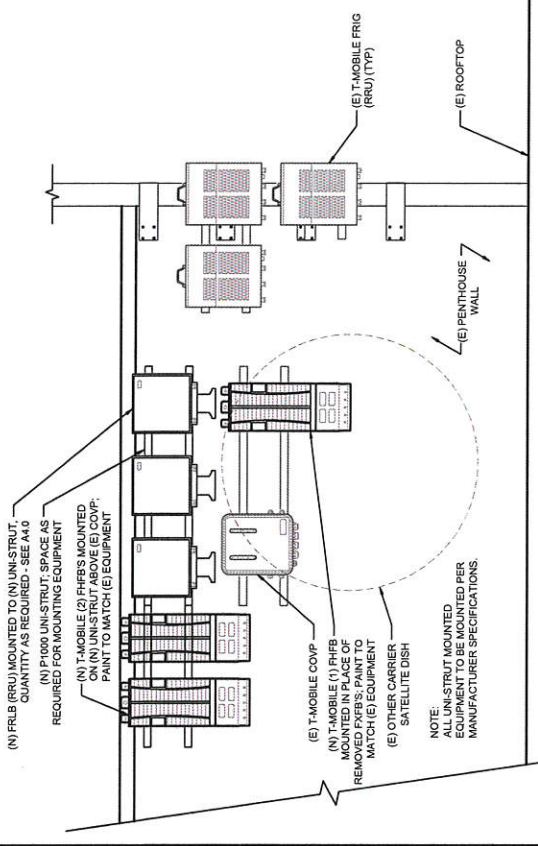
	4	5	6	7	
	NOT USED	NOT USED	NOT USED	NOT USED	SCALE NTS (11X17)
		SCALE NTS (22X34)	SCALE NTS (22X34)	SCALE NTS (22X34)	SCALE NTS (22X34)

NOTES:
- SUITABILITY OF PLATFORM / MOUNT(S) FOR FINAL
LOADING CONFIGURATION TO BE VERIFIED BY OTHERS
PRIOR TO INSTALLATION.
- NO WORK SHALL COMMENCE WITHOUT THE
APPROVED STRUCTURAL TOWER / ANTENNA / MOUNT
ANALYSIS REPORT. THE ANALYSIS REPORT SHALL BE
PROVIDED UNDER SEPARATE COVER. CONTRACTOR
PRIOR TO CONSTRUCTION SHALL REVIEW THE
APPROVED TOWER / ANTENNA / MOUNT ANALYSIS
REPORT SUPPLIED BY T-MOBILE AND MODIFY IF
NECESSARY. ANY MODIFICATIONS SHALL BE INDICATED
IN CERTIFIED STRUCTURAL REPORT PRIOR TO
INSTALLATION ON STRUCTURE.



1 ANTENNA MOUNTING DETAIL

SCALE: NTS (11X17)
SCALE: NTS (22X34)



2 ANCILLARY EQUIPMENT MOUNTING DETAIL

SCALE: NTS (11X17)
SCALE: NTS (22X34)

3 NOT USED

SCALE: NTS (11X17)
SCALE: NTS (22X34)

4 NOT USED

SCALE: NTS (11X17)
SCALE: NTS (22X34)

CPM PROJECT NO.	1942		
PRELIMINARY			
NO.	DATE	DWG.	DESCRIPTION
1	04-05-10	CL/CCL	CLOSE-OUT CDS
1	05-15-10	NS/AS	CLIENT COMMENT
SUBMITTAL			
NO.	DATE	DWG.	DESCRIPTION

SITE NAME:
SEATAC NORTH/
RED ROOF

SITE ID:
SE03580A

SITE ADDRESS:
10838 INTERNATIONAL BLVD.
SEATAC, WA 98188

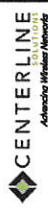
SHEET TITLE
CONSTRUCTION
DETAILS

SHEET NO.
A6.0



1. ALL COAXIAL CABLE CONNECTIONS TO BE WEATHERPROOFED.
2. CONTRACTOR TO DIP CABLES AND JUMPERS WHERE NECESSARY.
3. TAGGING:

- * ALL COAXIAL CABLES TO BE MARKED WITH COLOR CODED TAPE TO INDICATE THE ANTENNA SECTOR.
- * COLORED ELECTRICAL TAPE SHALL MARK EACH END OF CABLE TO IDENTIFY THE ANTENNA AND THE ANTENNA END AS POSSIBLE. (NOT TO INTERFERE WITH WATERPROOFING)
4. COAXIAL CABLE SPECIFICATIONS REQUIRE CABLE SUPPORT EVERY 12 INCHES. COAXIAL CABLES SHALL BE SUPPORTED BY CABLE SUPPORTS AS REQUIRED TO MEET THIS REQUIREMENT.
5. ALL PHYSICAL CONNECTIONS SHALL BE TAPED FROM THE BOTTOM UP SO THAT THE TAPING WILL BE VISIBLE TO THE INSPECTOR.
6. PROVIDE HEAVY SHINK IN PLACE OF TAPE FOR COAXIAL CABLES THAT WILL BE TAPED TO THE ANTENNA.
7. ALL ANTENNA'S & COAXIAL ANTENNA CABLE TO BE FURNISHED BY THE MOBILE AND INSTALLED BY CONTRACTOR.
8. WEATHERPROOF ALL ANTENNA'S & COAXIAL CABLES USING 1" WIDE WEATHERPROOF COLORED VINYL TAPE AT THE FOLLOWING LOCATIONS:
 - #1 - AT ANTENNA CONNECTION
 - #2 - AT ENTRY TO EQUIPMENT CABINET
 - #3 - AT ANTENNA CABLE WITH MINIMUM 1" SLACK & 1/2" FROM EDGE OF EQUIPMENT CABINET, ACROSS WAVE GUIDE BRIDGE (IF APPLICABLE), TO TOWER LEGS (IF APPLICABLE), AND DISTRIBUTE TO EACH ANTENNA DEVICE FURNISH AND INSTALL A MINIMUM OF (5) GROUND RODS TO EACH ANTENNA AND EACH COAXIAL CABLE AND CABLE DIAMETER WITH A TIGERBONE CONSTRUCTION MANNER.

CPM PROJECT NO.: 9242

PRELIMINARY				
NO	DATE	D/C	DESCRIPTION	
AA	04-08-16	CL/CL	CLOSEOUT CDS	
1	05-16-16	MS/MS	CLIENT COMMENT	

[illegible]

SITE NAME:
SEATAC NORTH/
RED ROOF

SITE ID:
SE03580A

SITE ADDRESS:
16938 INTERNATIONAL BLVD.
SEATAC, WA 98188

SHEET TITLE

RF DETAILS

SHEET NO.
RF1.0

SCHEDULE B-1
TELECOMMUNICATIONS DEVICES

SCHEDULE B-1

TELECOMMUNICATION DEVICES

Tenant shall be allowed the following equipment at the Site on the rooftop of the Premises, together with all telecommunications conduits, devices, electrical, coaxial and other related connections:

1. Up to three (3) antennas not to exceed dimensions of 72" high x 12" wide x 4" deep per antenna.
2. The antennas may be arrayed in three (3) separate sectors with the antennas attached either on pole or wall mounts.
3. Tenant shall have an area on the rooftop for up to three (3) self-contained racks of equipment not to exceed a combined footprint area equal to 12' x 12' including a 3 foot surrounding area for maintenance clearance.

EXHIBIT B-1

FORM OF MEMORANDUM OF LEASE AMENDMENT

After Recording, Mail To:
T-Mobile USA, Inc.
12920 SE 38th Street
Bellevue, WA 98006
Attn: Lease Compliance
Site No: SE03580A

APN: 2823049114

MEMORANDUM OF LEASE AMENDMENT

This Memorandum of Lease Amendment ("Memorandum") dated as of _____ is entered into between BW RRI III LLC, a Delaware limited liability company ("Landlord") and T-Mobile West LLC, a Delaware limited liability company ("Tenant") regarding a portion of the real property described in Exhibit A.

See Attached Exhibit "A" incorporated herein for all purposes

Landlord and Tenant, or their respective predecessors-in-interest, entered into that certain Site Access Telecommunications Lease dated July 1, 2002 (the "Lease"). The Lease has been amended with, among other terms, the addition of three (3) successive renewal terms of five (5) years each. Unless the Lease is terminated or not renewed pursuant to the terms of the Lease, the Lease will expire on August 31, 2032, unless otherwise extended by written agreement of the parties.

This Memorandum is solely for the purpose of giving constructive notice of the Lease, as amended. In the event of a conflict between the terms of the Lease, as amended, and this Memorandum, the terms of the Lease, as amended, shall control.

LANDLORD: BW RRI III LLC

By: _____

Printed Name: _____

Title: _____

Date: _____

TENANT: T-MOBILE WEST LLC

By: _____

Printed Name: _____

Title: _____

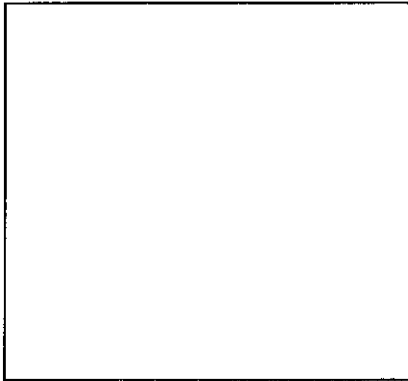
Date: _____

[Notary block for Landlord]

State of _____)
County of _____) ss.

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: _____



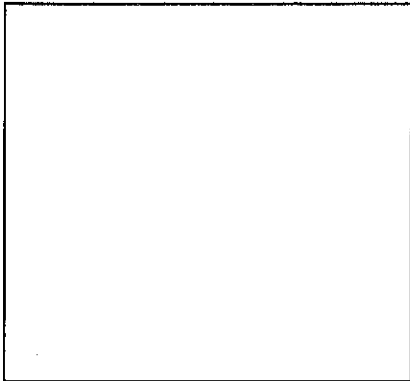
Notary Public
Print Name _____
My commission expires _____

[Notary block for Tenant]

State of _____)
) ss.
County of _____)

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

Dated: _____



Notary Public
Print Name _____
My commission expires _____

Memorandum of Lease Amendment

Exhibit A - Legal Description

Assessor's Parcel Number: 2823049114

The Property is legally described as follows:

N 228.80 FT OF S 258.80 FT OF PORTION OF NW 1/4 OF NE 1/4 OF SE 1/4 LY ELY OF PACIFIC
HIGHWAY SOUTH, STATE ROAD NO 1, LESS BEGIN N LINE OF S 170TH STREET & E LINE OF
PACIFIC HIGHWAY SOUTH, STATE ROAD NO 1, TH ELY ALONG N LINE 155 FT TH NLY 181 FT TH
WLY 117 FT TO ELY MARGIN OF PACIFIC HIGHWAY SOUTH TH SLY TO POB TGW N 79.60 FT OF S
338.40 FT OF NW 1/4 OF NE 1/4 OF SE 1/4 LY ELY OF PACIFIC HIGHWAY SOUTH

Commonly referred to as: 16838 International Blvd., Seattle, WA 98188