

**TENANT/ADDRESS –**  
T-MOBILE WEST TOWER LLC  
12920 SE 38th Street  
Bellevue WA 98006  
Attn: Lease Compliance/SE03853D

**LEASED PREMISES LOCATION –** 2250 60<sup>th</sup> Ave SE, Mercer Island, WA 98040  
**TENANT SITE ID –** BU 823754 / SE03853D  
**WSDOT LEASE NUMBER –** WF-1-11369 / 1-17-06028

**AMENDMENT No. 1 TO AIRSPACE LEASE FOR COMMUNICATION**  
**FACILITIES (AMENDMENT No. 1)**

This AMENDMENT No. 1 to Airspace Lease for Communication Facilities entered into between the Washington State Department of Transportation and VoiceStream PCS III Corporation and made on June 4, 2002 referred to as No. AA-1-11369 and now referred to as WF-1-11369 is between the Washington State Department of Transportation (WSDOT) and T-MOBILE WEST TOWER LLC, a Delaware limited liability company, formerly known as T-Mobile West Corporation, successor in interest to Voicestream PCS III Corporation, and by and through its attorney in fact, CCTMO LLC, a Delaware limited liability company (TENANT).

WHEREAS, WSDOT and TENANT entered into an Airspace Lease for Communication Facilities, made on June 4, 2002 (Lease); and

WHEREAS, the Parties agree to amend the Lease as authorized under Section 35 of the Lease as provided herein,

NOW, THEREFORE, pursuant to RCW 47.12.120, the above recitals that are incorporated herein as if fully set forth below, and in consideration of the mutual covenants herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, WSDOT and TENANT agree to amend the Lease as follows:

1. **Section 1.1. Terms and Definitions.** are hereby added before newly numbered Section **1.2. Premises.** of the Lease as follows:

1.1.A. **Premises** – The area TENANT leases from WSDOT.

1.1.B. **Communications Facility** – Unstaffed personal communications equipment and related telecommunications activities which TENANT is legally authorized to provide.

1.1.C. **Term** - Shall be five (5) years commencing upon the Commencement Date (as

defined in Section 1.1.E of the Lease).

1.1.D. **Execution Date** - The date WSDOT signs the Lease (previously referred to as Anniversary Date in Section 8 of the Lease), which is June 4, 2002.

1.1.E. **Commencement Date** – The 1<sup>st</sup> day of the month following the Execution Date, which is July 1<sup>st</sup>.

1.1.F. **Expiration Date** - Shall be 11:59 p.m. on the day preceding five (5) years from the Commencement Date or any approved Renewal Date(s), which is June 30<sup>th</sup>.

1.1.G. **Renewal Date** - Shall be five (5) years from the Commencement Date or five (5) years from the previous Renewal Date, should the parties decide to renew the Lease.

1.1.H. **Renewal Period** – Additional five (5) year periods.

1.1.I. **Payment Date** – Shall be the same day as the Commencement Date, which is July 1<sup>st</sup>.

1.1.J. **Annual Rent Adjustment** – Rent will be increased annually throughout the term of the Lease, beginning on the second Payment Date (as defined in Section 1.1.I), by [REDACTED] of the rent amount in effect at the time of the adjustment.

1.1.K. **Annual Rent Adjustment Date** – Shall be annually on the Commencement Date, which is July 1<sup>st</sup>.

1.1.L. **Renewal Rent Adjustment** - Rent may be adjusted for each Renewal Period at WSDOT's discretion, by either [REDACTED] of the rent amount in effect at the time of the adjustment; or the WSDOT Rate Schedule for Wireless Communication Leases in effect on the Renewal Date; or an amount that reflects changes in comparable rents as identified in an appraisal or market evaluation conducted by WSDOT.

1.1.M. **Upgrade or Modification Adjustment** – Additional rent charged from the time WSDOT approves, in writing, TENANT's additional equipment and/or improvements to be added, constructed, installed, and/or instituted outside of the Premises or Permitted Use (as defined in Sections 1.2 and 2).

1.1.N. **Termination Date** - Shall be 11:59 p.m. on the day WSDOT or TENANT terminates the Lease pursuant to Sections 11 or 12.

2. **EXHIBIT D**, is deleted in its entirety and replaced with **EXHIBIT D-1**, bearing a "Revised Final Construction" date of October 2, 2015.

3. **Section 7. Non-Interference.** is deleted in its entirety and replaced with:

A. For the purposes of this Lease, “Materially Interfere(s)” and “Material Interference” are defined as any use on the Premises or adjacent WSDOT property that physically interferes with or creates an obstruction to authorized communications uses and/or radio signals. TENANT shall not use the Premises or access areas in any way which Materially Interferes with the use of the adjacent WSDOT property or WSDOT’s use of the Premises. Similarly, WSDOT shall not use, nor shall WSDOT permit its tenants, employees, or agents to use, any portion of the Premises or WSDOT’s property in any way which Materially Interferes with the operations of TENANT authorized by this Lease.

B. For the purposes of this Lease, “Interference” is as defined under applicable Federal Communications Commission (FCC) regulations in Title 47 CFR, as may be amended. Further, such Interference shall include, but not be limited to, any use on the Premises or adjacent WSDOT property that causes electronic degradation of authorized communications uses and/or radio signals. Such Interference shall be terminated immediately upon notice by the other party. In the event any such Interference does not cease promptly, the parties acknowledge that continuing Interference may cause irreparable injury and, therefore, the injured party shall have the right to bring an action to enjoin such Interference or to terminate this Lease immediately upon written notice.

C. WSDOT agrees that it will require any other occupants of the Premises subsequent to TENANT to provide the same assurances against Material Interference and Interference, and such subsequent occupant shall have the obligation to eliminate any Material Interference and Interference in relation to TENANT’s authorized use of the Premises caused by such subsequent occupant.

D. All provisions of **Exhibit C** with respect to Radio Interference as defined in **Exhibit C** shall also apply to this Lease.

4. **Section 8. Term.** is deleted in its entirety and replaced with: The Term of this Lease shall be five (5) years (as defined in Section 1.1.C.), commencing upon the Commencement Date (as defined in Section 1.1.E.), and terminating on the Expiration Date (as defined in Section 1.1.F.).

5. **Section 9. Renewal.** is deleted in its entirety and replaced with:

A. The Renewal Date is as defined in Section 1.1.G. This Lease may be renewed by TENANT on the Renewal Date for three (3) additional five (5) year periods (Renewal Period (as defined in Section 1.1.H.)), for no more than a total of twenty (20) years; provided that:

(1) TENANT is not in default and has not been in default during the term of this Lease;

(2) there is no public need for the Premises;

(3) TENANT's use under this Lease does not impair the safety or operation of WSDOT's highway or facility, as solely determined by WSDOT; and

(4) the terms and conditions of this Lease conform to then existing state policies or practice, laws, regulations, and contracts, or TENANT is willing to amend this Lease to bring it into compliance with such policies, practices, laws, regulations, and contracts.

B. Prior to approval of a Renewal Period, WSDOT shall review the current status of the rental account to reconcile the account balance. TENANT shall be required to pay any delinquent rents prior to approval of the Renewal Period. Any outstanding rent credit shall be applied to the next annual rent payment. TENANT shall be responsible for any remaining balance of the rental account after the applicable rent credit is applied.

C. The Renewal Period shall be on the same terms and conditions as set forth herein, except as modified by any changes in policy, practice, laws, regulations, or contracts and as reflected in a written amendment signed by both parties. TENANT shall give notice of its intent to renew this Lease for the Renewal Period at least ninety (90) calendar days, but no more than six (6) months prior to the expiration of this Lease, or any extension thereof.

6. **Section 11A. Termination by WSDOT.** is amended to add the following language:

(6) upon not less than thirty (30) calendar days written notice if the Premises has been abandoned, in WSDOT's sole judgment, for a continuous period of ninety (90) calendar days.

7. **Section 13. Rent.** is amended to replace Section 13 A. with Section 13.A. and add Sections 13.C., 13.D., 13.E., and 13.F., respectively as follows:

13.A. TENANT covenants and agrees to pay rent for the Premises to WSDOT on or before the next Payment Date following the execution of this Amendment No. 1, and then annually on the annual Rent Adjustment Date thereafter during the entire term of the Lease or any extension thereof. On the next annual Payment Date, July 1, 2016, following the execution of this Amendment No. 1, the annual rental rate is [REDACTED]

[REDACTED] for rent and [REDACTED] for Leasehold Excise Tax (LET), for a total annual payment of [REDACTED]

[REDACTED], payable at the address designated under Section 13.E., below. For the purposes of this Amendment No. 1, a one-time prorated amount from June 1, 2016 through June 30, 2016 will be allowed in the

amount of [REDACTED] for rent and [REDACTED] for LET, for a total payment of [REDACTED]

[REDACTED] and shall be paid to WSDOT within forty-five (45) calendar days from the execution of this Amendment No. 1.

13.C. Any portion of a partial monthly period that falls between the Termination Date and Payment Date shall be prorated on a one-time basis. Prorated rent for the partial month shall be calculated on a 30 day monthly period and a 360 day yearly period.

13.D. TENANT warrants that it is not centrally assessed by the Washington State Department of Revenue (DOR) at the time of executing this Amendment No. 1. Should TENANT's central assessment status change TENANT agrees to immediately notify WSDOT. It is the responsibility of TENANT to ascertain whether payment of LET is required to WSDOT or DOR. If TENANT is centrally assessed by DOR, TENANT must provide WSDOT documentation of TENANT's central assessment status within thirty (30) days of execution of this Amendment No. 1.

13.E. Rent will be paid during the entire Term of the Lease to the addresses designated below:

DEPARTMENT OF TRANSPORTATION (Mailing Address)  
Attn.: Property Management Program Manager  
P. O. Box 47339  
Olympia, WA 98504-7339

or

DEPARTMENT OF TRANSPORTATION (Physical Address)  
Attn.: Property Management Program Manager  
7345 Linderson Way S.W.  
Tumwater, WA 98501-7384

13.F. **Payment Identification.** If multiple premises' rental payments are submitted in one check, a breakdown of all corresponding premises' and their rent amounts must be clearly identified by both the WSDOT Lease Number and TENANT's site number.

**All payments must include:**

- WSDOT Lease Number - **for each premise**
- TENANT site number - **for each premise**
- The amount paid and the amount due on the WSDOT Rental Billing Statement – **for each premise.**

Payments that do not include this information or are not for the required rent amount will be returned and delinquent fees will be applied. All rent payments for the Lease must include the WSDOT Lease Number **WF-1-11369**.

8. **Section 15. Charge for Late Payment.** is deleted in its entirety and replaced with: **Charge for Delinquent Payment.** If any sums payable to WSDOT under this Lease are not received by the fifteenth (15th) calendar day following the Payment Date, TENANT shall pay WSDOT, in addition to the amount due, for the cost of collecting and handling such delinquent payment [REDACTED] and [REDACTED] of the delinquent amount. In addition, all delinquent sums payable by TENANT to WSDOT and not received by WSDOT within fifteen (15) calendar days of the Payment Date shall, at WSDOT's option, bear interest at the rate of [REDACTED] per annum, or the highest rate of interest allowable by law, whichever is greater; provided that, if the highest rate allowable by law is less than [REDACTED], interest charged hereunder shall not exceed that amount. Interest on all delinquent amounts shall be calculated from the Payment Date to the date WSDOT receives payment. Also there shall be a charge for any check returned uncollectible in accordance with WAC 468-20-900. WSDOT and TENANT agree that such charges represent a fair and reasonable estimate of the costs incurred by WSDOT by reason of delinquent payments and uncollectible checks. WSDOT's acceptance of less than the full amount of any payment due from TENANT shall not be deemed an accord and satisfaction, waiver, or compromise of such payment unless specifically agreed to in writing by WSDOT.

9. **Section 21. Improvements, Fixtures, and Personal Property.** is deleted in its entirety and replaced with the following language:

A. TENANT shall provide WSDOT with one complete set of plans and specifications for grading and all improvements on the Premises that shall be affixed with an appropriate professional structural engineer's license. All such plans and any changes thereof are subject to prior written authorization by the WSDOT Leasing and Special Projects Manager at [WirelessRequests@wsdot.wa.gov](mailto:WirelessRequests@wsdot.wa.gov), or P.O. Box 47338, Olympia, WA 98504-7338, or other such person or address as may be designated in writing by WSDOT. Such authorization shall not be unreasonably withheld or delayed.

B. TENANT shall not add to any building constructed on the Premises under the Lease, or construct additional improvements on the Premises, except by prior written authorization by the WSDOT Leasing and Special Projects Manager at [WirelessRequests@wsdot.wa.gov](mailto:WirelessRequests@wsdot.wa.gov), or P.O. Box 47338 Olympia, WA 98504-7338, or other such person or address as may be designated in writing by WSDOT, and under such terms and conditions as may be specified by WSDOT. Such authorization shall not be unreasonably withheld or delayed.

C. Before any modifications or upgrades are installed or instituted to the Communications Facility TENANT agrees to perform, at its sole cost and expense, a structural analysis, to ensure that any TENANT-owned equipment added to the structures do not overload the structures beyond WSDOT standards. The structural analysis shall be performed to show existing and proposed loads under the TIA-222-G Standard, Structure Classification III (3), and as may be revised. TENANT shall contact the WSDOT Leasing and Special Projects Manager at

WirelessRequests@wsdot.wa.gov, or P.O. Box 47338, Olympia, WA 98504-7338, or other such person or address as may be designated in writing by WSDOT, prior to conducting any new analysis to ensure TENANT is using the most current standard and structural classification requirements.

D. A copy of the structural analysis shall be provided to the WSDOT Leasing and Special Projects Manager at WirelessRequests@wsdot.wa.gov, or P.O. Box 47338, Olympia, WA 98504-7338, or other such person or address as may be designated in writing by WSDOT, for review and approval. Such approval shall not be unreasonably withheld or delayed.

E. WSDOT and the Federal Highway Administration (FHWA) may from time-to-time inspect the Premises for any work done by TENANT to insure compliance with the authorized plans and specifications or otherwise. Further, this right shall not impose any obligation upon WSDOT to make inspections to ascertain the safety of TENANT's improvements or the condition of the Premises.

F. TENANT expressly acknowledges and agrees that WSDOT's rights under this Lease to review, comment on, disapprove, and/or authorize designs, plans specifications, work plans, construction, equipment, installation:

- (1) exist solely for the benefit and protection of WSDOT,
- (2) do not create or impose upon WSDOT any standard or duty of care toward TENANT, all of which are hereby disclaimed,
- (3) may not be relied upon by TENANT in determining whether TENANT has satisfied any and all applicable standards and requirements, and
- (4) may not be asserted, nor may WSDOT's exercise or failure to exercise any such rights be asserted, against WSDOT by TENANT as a defense, legal or equitable, to TENANT's obligation to fulfill such standards and requirements and regardless of any acceptance or acknowledgement of work by WSDOT.

G. TENANT's personal property located on the Premises shall remain the exclusive property of TENANT. WSDOT 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 Premises, except such claims or losses that may be caused by WSDOT or its agents or employees.

H. Upon termination or expiration of this Lease under the provisions herein, the improvements constructed on the Premises that remain the personal property of TENANT, shall be removed by TENANT at its expense in a reasonable manner prescribed by WSDOT.

I. WSDOT may remove any of TENANT's personal property not acquired by WSDOT and that remains on the Premises beyond the Termination Date at TENANT's expense and place it in storage at TENANT's expense for a period of thirty (30) calendar days. WSDOT will notify TENANT in writing when such personal property is placed in storage. In the event TENANT has not removed said personal property from storage within this 30 calendar-day period, WSDOT may dispose of it in any manner WSDOT deems appropriate. TENANT agrees to and shall reimburse WSDOT for the cost of such removal and storage costs prior to removing said personal property from storage or within thirty (30) calendar days of the date of WSDOT's invoice, whichever occurs first.

10. **Other Terms and Conditions Remain.** In the event of any inconsistencies between the Lease and this Amendment No. 1, the terms of this Amendment No. 1 shall control. Except as expressly set forth in this Amendment No. 1, the Lease is otherwise unmodified and remains in full force and effect. Each reference in the Lease to itself shall be deemed also to refer to this Amendment No. 1.

11. **Capitalized Terms.** All capitalized terms used but not defined herein shall have the same meanings as defined in the Lease or any Amendment thereto.

12. **Successor in Interest.** The undersigned signing for T-MOBILE WEST TOWER LLC, under penalty of perjury under the laws of the state of Washington, states that T-MOBILE WEST TOWER LLC is the successor in interest to T-Mobile West, LLC, formerly known as T-Mobile West Corporation, successor in interest to VoiceStream PCS III Corporation, who entered into the original Lease, WF-1-11369 on June 4, 2002, and as the successor in interest, it is legally authorized to accept and perform and does hereby accept and agree to perform all the terms and conditions of said Lease and this Amendment No. 1 and further, the undersigned by signing this Amendment No. 1, has the legal authority to bind T-MOBILE WEST TOWER LLC and does bind T-MOBILE WEST TOWER LLC to all of the terms and conditions of Lease WF-1-11369 and this Amendment No. 1.

IN WITNESS WHEREOF, the parties have caused this Amendment No. 1 to be effective as of the last date written below.

TENANT: T-Mobile West Tower, LLC,  
a Delaware limited liability company

WASHINGTON STATE  
DEPARTMENT OF TRANSPORTATION

By: CCTMO LLC,  
a Delaware limited liability company  
Its: Attorney-in-Fact

By: Cynthia Tremblay  
Cynthia Tremblay,  
Property Management Program Manager

By: Veronica Sayer  
Veronica Sayer  
Its: Real Estate Manager

Date: 6/2/16

Date: 5/24/16

APPROVED AS TO FORM  
Date: May 17, 2016

Where Signed: 1505 Westlake Ave N.  
Ste 800  
Seattle, WA 98109  
(Insert complete address where signed.)

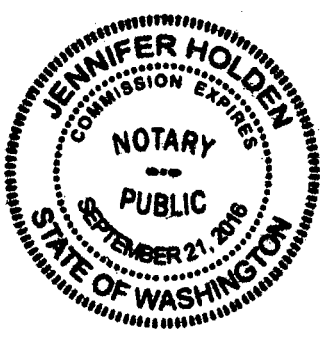
By: Susan Cruise  
Susan Cruise,  
Assistant Attorney General

**WSDOT ACKNOWLEDGEMENT**

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF THURSTON )

On this 2<sup>ND</sup> day of JULY, 2016 before me personally appeared Cynthia Tremblay, to me known to be the duly appointed Property Management Program Manager, and that she executed the within and foregoing instrument and acknowledged the said instrument to be the free and voluntary act and deed of said State of Washington, for the uses and purposes therein set forth, and on oath states that she was authorized to execute said instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the 2<sup>ND</sup> day of JULY, 2016.



Jennifer Holden  
NOTARY PUBLIC in and for the State of Washington,  
residing at Thurston County  
My appointment expires 9/21/16  
Print Name Jennifer Holden

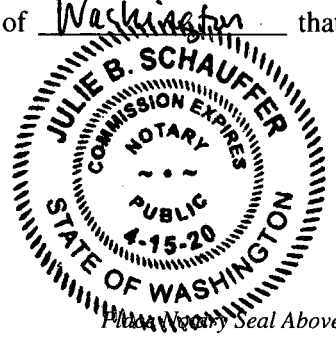
**TENANT ACKNOWLEDGMENT**

State of WA )  
 )  
County of KING )

On MAY 24, 2016, 2016 before me, Julie B Schaffer Notary Public, personally appeared Veronica Sauer, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Washington that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.  
Julie B Schaffer  
Signature of Notary Public



**EXHIBIT D-1** (pages 1 – 18)  
See Attached Construction Drawings dated October 2, 2015

EXHIBIT C – WSDOT RADIO STANDARDS  
ENGINEERING STANDARD REV C (12-98)  
FOR RADIO TRANSMITTING AND RECEIVING DEVICES  
AND FM BROADCAST

All communications fixed transmitter installations shall employ isolators or alternative techniques meeting the same criteria, to minimize spurious radiation and intermodulation products. Additional filtering may be required according to frequency and interconnect devices as listed below. As the industry progresses, superior devices may be available and installed.

1. Transmitters in the 29.8 to 54 MHz range shall have a low pass filter, band pass filter or cavity providing a minimum of 30 dB attenuation removed 1.0 MHz from the operating frequency.
2. Transmitters in the 66 to 88 MHz range shall have at least 25 dB of isolation followed by a band pass cavity providing at least 20 dB of attenuation 1.0 MHz removed from the operating frequency.
- 3a. Transmitters in the 88 to 108 MHz range operating at a power level of 350 watts or less shall have at least 25 dB of isolation followed by a band pass cavity providing at least 35 dB of attenuation 1.0 MHz from the operating frequency.
- 3b. Transmitters in the 88 to 108 MHz range at power levels above 350 watts shall have a band pass cavity providing at least 25 dB of attenuation 1.4 MHz from the operating frequency.
4. Transmitters in the 130 to 225 MHz range shall have at least 50 dB of isolation followed by a low pass filter and band pass cavity with a minimum of 15 dB of attenuation 1.0 MHz removed from the operating frequency.
5. Transmitters in the 400 to 470 MHz range shall have at least 50 dB of isolation followed by a low pass filter and band pass cavity with a minimum of 15 dB of attenuation 2.0 MHz removed from the operating frequency.
6. Transmitters in the 806 to 990 MHz range shall have at least 50 dB of isolation followed by a low pass filter or a band pass filter with a minimum of 15 dB of attenuation 10 MHz removed from the operating frequency and 40 dB of attenuation 20 MHz.

The following engineering standards will be observed.

1. A band pass cavity/filter or crystal filter is recommended at the input of all receivers. Its purpose is to protect against RF energy "off frequency" from mixing in a non-linear device such as the first RF amplifier in a receiver which can re-radiate causing interference.
2. The band reject duplexer (cross notch duplexer) may not be used without the use of cavities or isolators.
3. Single braid coax cable is prohibited. Double shielded cable must have over 98.5% shield coverage. Single braid cable with resistive terminations is acceptable ONLY as a fixed method for relative signal strength measurements.
4. Jacketed coaxial cable is required. Unjacketed transmission line of any type is prohibited.
5. Use of N, TNC, DIN or other types of constant impedance connector is preferred over a non-constant impedance type. Effort should be made to prevent the use of coax adapters.
6. All equipment is to be grounded. Grounding is to be done with low impedance conductor to the station ground grid, preferably with flat copper strap or heavy braid. The "green wire" of the AC power plug is not an acceptable grounding point. The site manager has the responsibility of providing a suitable ground for users.

7. Transmitting systems must be checked periodically, which includes the isolator, VSWR on the load port of the isolator and overall system insertion loss.
8. Bare metallic ties are prohibited for securing transmission lines to towers. In the case of large lines, use of stainless steel or galvanized hangers is permitted. Hardware capable of rusting and dissimilar metals are prohibited. Transmission lines are to be insulated from metallic structures/objects. It is the duty of installation personnel to prevent "diode junctions" from taking place.
9. All loose wire or metal objects are to be removed from the tower and site. Metal fencing should be plastic coated.
10. All equipment shall be licensed and operated in full accordance with all applicable rules and regulations of the regulating agency, (FCC, NTIA). There shall be no modifications which violate "FCC Type Acceptance".
11. It is recommended that all equipment be labeled with the owners name and a current 24-hour telephone contact number, (service agency is acceptable).
12. Every effort should be made to protect the equipment from lightning damage. Feed-through lightning protectors should be used on all coaxial cable connections to equipment enclosures. Gas, Gap, MOV and Silicone Avalanche Diode (SAD) protectors should be used in control, audio, telephone and power connections.

#### INTERFERENCE POLICY STATEMENT

In the event Radio Interference (RI) occurs all users of the site are required to participate in solving the problem by providing technical personnel and test equipment to locate the source of the specific problem. If these standards are complied with, additional isolators, filters, cavities, etc. may be required. All equipment must be maintained in good working order and meet original manufacturers and FCC specifications for reduction of transmitter spurious radiation. In the event radio interference (RI) occurs, and these standards are complied with, additional isolators, filters, cavities etc... may be required to correct specific problems.

Involved systems, not in full compliance with these standards, will be asked to comply immediately at their own expense.

It is customary for the offending transmitter owner/operator finance the required corrections or equipment necessary to correct the problem. It is also good practice to allow the affected receiver owner/operator provide the necessary equipment (if one so chooses) for installation by the offender without surrendering ownership of the equipment and expect its use to be uninterrupted, ie., not taken out of service without notifying the owner.

The PCS industry is developing the 2.0 Ghz band. It is unknown at this time what interference may be expected or caused and what products will be available for interference mitigation. Policies and standards will be developed by this committee as needed.

These are minimum standards of good engineering practice in the operation and maintenance of electronic sites. These standards will be revised as deemed necessary by the committee.

# T-Mobile

CROWN SITE  
BUN # 823754 DOT/I90 SOUND  
WALL MERCER  
APP # 297360

Exhibit D-1  
page 1 of 18  
WF-1-11369 / 1-17-06028  
I-90 "Sound Wall"  
T-Mobile

SITE NUMBER:  
**SE03853D**  
CROWN CASTLE # 823754

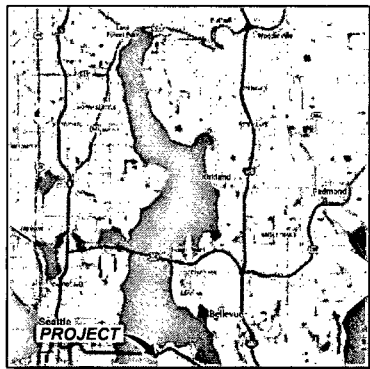
## DOT/I90 SOUND WALL MERCER

SITE LOCATION:  
2250 60TH AVE SE  
MERCER ISLAND, WA 98040

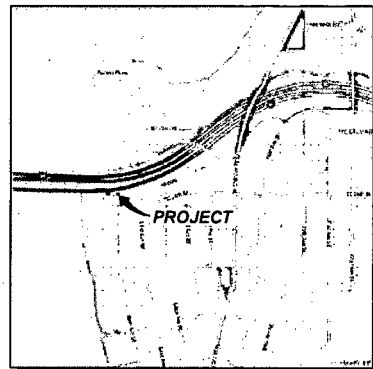
LAT: 47° 35' 20.86" N (47.589128° N)  
LONG: 122° 15' 8.40" W (122.252333° W)

### LANDSCAPING NOTE:

LANDSCAPING WILL BE RESTORED TO LIKE CONDITION  
PRIOR TO CONSTRUCTION



VICINITY MAP  
NOT TO SCALE



GENERAL LOCATION MAP  
NOT TO SCALE

### DRIVING DIRECTIONS

FROM T-MOBILE BOTHELL OFFICE:

- GET ON I-405 S FROM 120TH AVE NE AND NE 195TH ST
- HEAD EAST ON NORTH CREEK PKWY N
- TURN RIGHT AT THE 1ST CROSS STREET ONTO 120TH AVE NE
- TURN RIGHT ONTO NE 195TH ST
- USE THE LEFT 2 LANES TO TURN LEFT ONTO THE INTERSTATE 405 S RAMP TO RENTON
- CONTINUE ON I-405 S TO MERCER ISLAND TAKE EXIT 7 FROM I-90 W
- MERGE ONTO I-405 S
- TAKE EXIT 11 TO MERGE ONTO I-90 W TOWARD SEATTLE
- KEEP RIGHT TO STAY ON I-90 W
- TAKE EXIT 7 FOR ISLAND CREST WAY
- CONTINUE ON N MERCER WAY TAKE SE 24TH ST TO 60TH AVE SE
- CONTINUE ONTO N MERCER WAY
- TURN LEFT ONTO 75TH AVE SE
- TURN RIGHT ONTO SE 24TH ST
- TURN RIGHT ONTO 60TH AVE SE
- DESTINATION WILL BE ON THE RIGHT

### DOCUMENT REVIEW SIGN OFF

APPROVED BY	DATE	SIGNATURE	APPROVED BY	DATE	SIGNATURE
PROJECT MANAGER			RF ENGINEER		
SITE ACQUISITION			OPERATIONS MANAGER		
ZONING			DEVELOPMENT MANAGER		
CONSTRUCTION MANAGER			REGULATORY		
CONSTRUCTION MANAGER					

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

### PROJECT CONTACT LIST

**APPLICANT:**  
T-MOBILE USA, INC.  
19807 NORTH CREEK PKWY N  
BOTHELL, WA 98011  
PHONE: (425) 641-1140

**PROJECT CONSULTANT:**  
CROWN CASTLE  
1505 WESTLAKE AVE N, STE 800  
SEATTLE, WA 98109

**PROJECT ARCHITECT:**  
LDC, INC.  
14201 NE 200TH ST, SUITE 100  
WOODINVILLE, WA 98072  
CONTACT: RICHARD B. HALL, AIA  
PHONE: (425) 806-1869  
FAX: (425) 482-2893

**PROPERTY OWNER:**  
STATE OF WASHINGTON  
DEPT. OF TRANSPORTATION

**PROJECT MANAGER:**  
CROWN CASTLE  
CONTACT: MAEVE HODO  
PHONE: (425) 635-8852

**SITE ACQUISITION & PERMITTING:**  
CROWN CASTLE  
CONTACT: TINA HWANG  
PHONE: (206) 336-2881

**CONSTRUCTION MANAGER:**  
LEXCOM DEVELOPMENT  
617 8TH AVE. SOUTH  
SEATTLE, WA 98104  
CONTACT: AARON MCCREARY  
PHONE: (206) 227-5763  
EMAIL: aaron.mccreary@lexcomcorp.com

### DRAWING INDEX

DWG NO.	DESCRIPTION
T-1.0	TITLE SHEET
G-1.0	GENERAL NOTES
A-1.0	SITE PLAN
A-2.0	ENLARGED SITE PLAN
A-3.0	ELEVATIONS
A-4.0	CONSTRUCTION DETAILS
A-5.0	CONSTRUCTION DETAILS
S-1	TITLE SHEET
S-2	MI CHECKLIST
S-3	GENERAL NOTES
S-4	TOWER PROFILE
S-5	SITE LAYOUT
S-6	POLE FOUNDATIONS
F-1	PARTS
RF-1.0	ANTENNA CONFIGURATION
RF-2.0	ANTENNA CONFIGURATION
E-1.0	SCHEMATIC GROUNDING PLAN
E-2.0	GROUNDING DETAILS

### LEGAL DESCRIPTION

R.O.W

### PROJECT INFORMATION

#### CODE INFORMATION:

ZONING CLASSIFICATION: R.O.W.  
BUILDING CODE: IBC 2012  
CONSTRUCTION TYPE: IIB  
OCCUPANCY: U, S-2  
JURISDICTION: CITY OF MERCER ISLAND  
PROPOSED BUILDING USE: UNMANNED TELECOM

#### SITE LOCATION (NAD83):

LATITUDE: 47° 35' 20.86" N (47.589128° N)  
LONGITUDE: 122° 15' 8.40" W (122.252333° W)  
TOP OF STRUCTURE: 95.00± AMSL 20.0' AGL  
BASE OF STRUCTURE: 76.00± AMSL 0.0' AGL

**PROJECT LEASE AREA:**  
N/A

**PARCEL NUMBER:**  
N/A

**NEW IMPERVIOUS AREA:**  
0 SF

**AREA OF PARCEL:**  
N/A

#### GENERAL INFORMATION:

1. PARKING REQUIREMENTS ARE UNCHANGED.
2. TRAFFIC IS UNAFFECTED.
3. SIGNAGE IS UNAFFECTED.

#### PROJECT DESCRIPTION:

T-MOBILE PROPOSES TO MODIFY AN EXISTING UNMANNED TELECOMMUNICATIONS FACILITY WITH THE REPLACEMENT OF (2) PANEL ANTENNAS AND (4) TMA'S; ALSO, THE ADDITION OF (6) DIPLEXERS AND (2) FRLB UNITS AT GROUND LEVEL WITHIN AN EXISTING WALLED COMPOUND (PER RFDS V0.1 VERSION 4).

### UTILITY COMPANIES

**POWER:**  
PUGET SOUND ENERGY  
PHONE: (888) 225-5773

**TELEPHONE:**  
CENTURY LINK  
PHONE: (800) 777-9594

### SCALE DISCLAIMER

DO NOT SCALE DRAWINGS. CONTRACTOR MUST VERIFY ALL DIMENSIONS AND ADVISE CONSULTANTS OF ANY ERRORS AND OMISSIONS. ALL PREVIOUS ISSUES OF THIS DRAWINGS ARE SUPERSEDED BY THE LATEST REVISION.

### PROPRIETARY INFORMATION

THE INFORMATION CONTAINED IN THIS SET OF CONSTRUCTION DOCUMENTS IS PROPRIETARY BY NATURE. ANY USE OR DISCLOSURE OTHER THAN THAT WHICH RELATES TO T-MOBILE USA, INC. SERVICES IS STRICTLY PROHIBITED.

LEXCOM

T-Mobile

**LDC** Architectural  
Engineering  
Structural  
Survey  
THE LDC ENGINEERING GROUP  
14201 NE 200TH ST, #100  
WOODINVILLE, WA 98072  
PHONE: (425) 806-1869  
FAX: (425) 482-2893  
www.LDCcorp.com

DATE: 8-12-15  
DRAWN BY: CLR  
CHECKED BY: RBH

SUBMITTALS			
REV	DATE	DESCRIPTION	BY
1	8-12-15	PRELIMINARY CONSTRUCTION	RBH
2	8-27-15	PRELIMINARY CONSTRUCTION	RBH
3	8-21-15	FINAL CONSTRUCTION	RBH
4	10-2-15	REVISED FINAL CONSTRUCTION	RBH

REGISTERED ARCHITECT  
Richard B. Hall  
STATE OF WASHINGTON

SITE  
SE03853D  
DOT/I90 SOUND WALL MERCER  
2250 60TH AVE SE  
MERCER ISLAND, WA 98040

SHEET TITLE  
TITLE SHEET

SHEET NUMBER  
**T-1.0**

**GENERAL NOTES:**

- THE PROPOSED INSTALLATION WILL BE UNMANNED AND DOES NOT REQUIRE POTABLE WATER OR SEWER SERVICE.
- THE PROPOSED INSTALLATION IS UNMANNED AND IS NOT FOR HUMAN HABITATION (NO HANDICAP ACCESS IS REQUIRED).
- OCCUPANCY IS LIMITED TO PERIODIC MAINTENANCE AND INSPECTION, APPROXIMATELY 2 TIMES PER MONTH, BY T-MOBILE TECHNICIANS.
- NO NOISE, SMOKE, DUST OR ODOR WILL RESULT FROM THIS PROPOSAL.
- OUTDOOR STORAGE AND SOLID WASTE CONTAINERS ARE NOT PROPOSED.
- ALL REFERENCES TO SPECIFIC STANDARDS FOR THIS PROPOSAL ARE UNDERSTOOD TO BE THE LATEST VERSION.
- THE TENDERED MUST UNDERGO A SITE VISIT TO CAREFULLY EXAMINE AND UNDERSTAND THE SCOPE OF THE WORK REQUIRED BEFORE BID SUBMISSION. NO COMPENSATION IN ANY FORM WILL BE PAID FOR EXPENSES RESULTING FROM FAILURE TO DO SO.
- IF THE SPECIFIED EQUIPMENT CAN NOT BE INSTALLED AS SHOWN ON THESE DRAWINGS, THE CONTRACTOR SHALL PROPOSE AN ALTERNATIVE INSTALLATION FOR APPROVAL BY THE CONSTRUCTION MANAGER.
- CONTRACTOR IS RESPONSIBLE FOR FIELD MEASUREMENTS TO CONFIRM LENGTHS OF CABLE TRAYS, ELECTRICAL LINES, AND ANTENNA CABLES.
- ROUTING OF ALL CONDUITS, CABLES, CABLE TRAYS, ETC. IS INDICATED AS PROPOSED LOCATIONS ONLY. CONFIRM THE EXACT ROUTING WITH THE ON-SITE CONSTRUCTION MANAGER PRIOR TO THE START OF WORK.
- ALL DAMAGE OR OPENING UP OF THE EXISTING STRUCTURE MUST BE MADE GOOD TO THE PRE-CONSTRUCTION CONDITION OR BETTER.
- INSPECTION OF COMPLETED WORK IS REQUIRED BEFORE COVERING UP. PROVIDE A MINIMUM OF 72 HOURS NOTICE TO CONSULTANT.
- REMOVE AND CLEAN UP ANY DEBRIS OR MATERIAL FROM THE SITE THROUGHOUT THE DURATION OF THE CONTRACT ON A DAILY BASIS AND UPON COMPLETION OF THE WORK AS DIRECTED BY THE CONSTRUCTION MANAGER.
- OBTAIN AND PAY FOR ALL ELECTRICAL PERMITS AND INSPECTIONS REQUIRED FOR COMPLETION OF WORK AND ACCEPTANCE. PROVIDED CERTIFICATES TO THE CONSTRUCTION MANAGER VERIFYING THAT THE WORK CONFORMS TO THE REQUIREMENTS OF ALL CODES AND AUTHORITIES HAVING JURISDICTION.
- PROVIDE T-MOBILE WITH A WRITTEN WARRANTY, EFFECTIVE FOR ONE YEAR AFTER DATE OF ACCEPTANCE. FOR THE COMPLETE INSTALLATION REPAIR OR REPLACE ANY DEFECTS ARISING DURING THIS PERIOD AT NO EXTRA COST TO T-MOBILE.
- NO DEVIATIONS FROM DESIGN SHOWN ON THESE DRAWINGS IS ALLOWED WITHOUT WRITTEN APPROVAL FROM THE CONSULTANT. FAILURE TO OBSERVE THIS RULE MAY RESULT IN CONTRACTOR CORRECTING THE INSTALLATION AT THEIR EXPENSE.
- THE CONTRACTOR SHALL COMPLY WITH ALL LOCAL AND NATIONAL CODES, REGULATIONS AND SAFETY REGULATIONS. ALL OSHA REGULATIONS, ALL PUBLIC AND MUNICIPAL AUTHORITIES, AND ANY UTILITY COMPANIES' REGULATIONS AND DIRECTIVES.
- THE DRAWINGS AND SPECIFICATIONS ARE A GENERAL DIRECTIVE FOR THE SCOPE OF WORK. EXACT DIMENSIONS AND LOCATIONS MAY CHANGE IN THE FIELD. THE CONTRACTOR IS TO VERIFY THE DIMENSIONS AND LOCATIONS AND REPORT ANY AND ALL DISCREPANCIES TO REPRESENTATIVE. ANY MINOR ERRORS AND OMISSIONS IN THE DRAWINGS AND SPECIFICATIONS DOES NOT EXCUSE THE CONTRACTOR FROM COMPLETING THE PROJECT AND IMPROVEMENTS IN ACCORDANCE WITH THE INTENT OF THESE DOCUMENTS.
- CONTRACTOR IS RESPONSIBLE FOR FIELD MEASUREMENTS TO CONFIRM LENGTHS OF CABLE TRAYS AND ELECTRICAL LINES AND ANTENNA MOUNTING.
- VERIFICATION THAT EXISTING TOWER/POLE CAN SUPPORT THE PROPOSED ANTENNA, COAX AND ADDITIONAL EQUIPMENT LOADING IS TO BE DONE BY OTHERS.
- ANTENNA AZIMUTHS SHOWN ON THESE DRAWINGS ARE BASED ON TRUE NORTH. ALL AZIMUTHS MUST BE VERIFIED WITH THE CORRECT SMR PRIOR TO CONSTRUCTION.

**LEGEND AND SYMBOLS:**

CHAIN LINK FENCE	
CEDAR FENCE	
POWER	
UNDERGROUND POWER	
TELCO	
UNDERGROUND TELCO	
OVERHEAD POWER	
BOUNDARY	
CENTERLINE	
REVISION BUG	
ELEVATION	
DETAIL NUMBER	
SHEET NUMBER	
SECTION BUG	

**ABBREVIATIONS:**

AFF	ABOVE FINISHED FLOOR	JT	JOINT
AFG	ABOVE FINISHED GRADE	LAM	LAMINATED
AFS	ABOVE FINISHED SLAB	LF	LINEAL FOOT
ALUM	ALUMINUM	MANUF	MANUFACTURER
AB	ANCHOR BOLT	MAX	MAXIMUM
∠	ANGLE	MECH	MECHANICAL
ARCH	ARCHITECTURAL	MH	MANHOLE
BTS	BASE TRANSMISSION SYSTEM	MM	MILLIMETER
BLDG	BUILDING	MIN	MINIMUM
BM	BEAM	MISC	MISCELLANEOUS
BOT	BOTTOM	MPH	MILES PER HOUR
B.O.	BOTTOM OF	MTL	METAL
BOC	BOTTOM OF CONCRETE	NIC	NOT IN CONTRACT
BOS	BOTTOM OF STEEL	NOM	NOMINAL
CJ	CONTROL JOINT	NTS	NOT TO SCALE
∅	CENTER LINE	OC	ON CENTER
CLG	CEILING	OD	OUTSIDE DIAMETER
CLR	CLEAR	OH	OVERHEAD
CMU	CONCRETE MASONRY UNIT	OPNG	OPENING
COL	COLUMN	OPP	OPPOSITE
CONC	CONCRETE	PCS	PERSONAL COMMUNICATION
CONST	CONSTRUCTION	SYSTEM	SYSTEM
CONT	CONTINUOUS	∅	PLATE
CTR	CENTER	PR	PAIR
DIA/∅	DIAMETER	PSI	POUNDS PER SQUARE INCH
DTL	DETAIL	PSF	POUNDS PER SQUARE FOOT
(E)	EXISTING	PT	PRESSURE TREATED
EA	EACH	RAD	RADIUS
EJ	EXPANSION JOINT	RD	ROOF DRAIN
ELEC	ELECTRIC/ELECTRICAL	REINF	REINFORCED/REINFORCING
EL	ELEVATION	REQD	REQUIRED
EQ	EQUAL	RM	ROOM
EW	EACH WAY	R/W	RIGHT OF WAY
EXP	EXPANSION	SCHED	SCHEDULE
EXT	EXTERIOR	SECT	SECTION
FD	FLOOR DRAIN	SF	SQUARE FOOT
FIN	FINISH	SIM	SIMILAR
FIN FLR	FINISH FLOOR	SO FT	SQUARE FOOT
FLR	FLOOR	SS	STAINLESS STEEL
FTG	FOOTING	STD	STANDARD
GA	GAUGE	STL	STEEL
GALV	GALVANIZED	STRUC	STRUCTURAL
GYP	GYPSPUM	TEMP	TEMPORARY
GB	GYPSPUM BOARD	THK	THICK
HM	HOLLOW METAL	T.O.	TOP OF
HR	HORIZONTAL	TOS	TOP OF STEEL
HR	HOUR	TOS	TOP OF CONCRETE
HT	HEIGHT	TYP	TYPICAL
HVAC	HEATING VENTILATION AIR	UNO	UNLESS NOTED OTHERWISE
CONDITIONING		VERT	VERTICAL
INSUL	INSULATION	WF	WITH
INT	INTERIOR	WWM	WELDED WIRE MESH

Exhibit D-1  
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WF-1-11369 / 1-17-06028  
I-90 "Sound Wall"  
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**LDC** Arch/Bucal  
Engineering  
Structural  
Survey

THE LDC ENGINEERING GROUP  
14251 NE 216th St., #100 Ph: 425 802 1800  
Woodinville, WA 98072 Fax: 425 482 2800  
www.LDCeng.com

DATE: 8-12-15  
DRAWN BY: CLR  
CHECKED BY: RBH

SUBMITTALS			
REV	DATE	DESCRIPTION	BY
1	8-12-15	PRELIMINARY CONSTRUCTION	RBH
2	8-27-15	PRELIMINARY CONSTRUCTION	RBH
3	8-21-15	FINAL CONSTRUCTION	RBH
4	10-2-15	REVISED FINAL CONSTRUCTION	RBH

#11 REGISTERED ARCHITECT

*Richard Hall*

RICHARD HALL  
ARCHITECT  
STATE OF WASHINGTON

SITE  
E03853D  
DOT/190 SOUND WALL MERCER  
2250 60TH AVE SE  
MERCER ISLAND, WA 98040

SHEET TITLE  
GENERAL NOTES

SHEET NUMBER  
**G-1.0**

Call 2 Business Days Before You Dig  
**1-800-424-5555**  
United Underground Location Center  
(MONTANA-WASHINGTON)

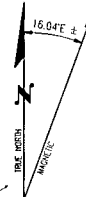
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 Plot Driver: HP DesignJet 5000 Series PCL6  
 Plot Plotter: HP DesignJet 5000 Series  
 Plot Driver: HP DesignJet 5000 Series PCL6  
 Plot Plotter: HP DesignJet 5000 Series  
 Plot Driver: HP DesignJet 5000 Series PCL6

**LANDSCAPING NOTE:**

LANDSCAPING WILL BE RESTORED TO LIKE CONDITION PRIOR TO CONSTRUCTION

ZONING:  
R.O.W.

Exhibit D-1  
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I-90 "Sound Wall"  
T-Mobile



I-90 FWY

SE 23RD ST

I-90 FWY

PROPOSED T-MOBILE ANTENNA MOUNTED ON AN ANTENNA POST

ZONING:  
R.O.W.

I-90 FWY

EXISTING SITE ACCESS

EXISTING T-MOBILE EQUIPMENT PAD WITHIN AN EXISTING WALLED COMPOUND

60TH AVE SE

SE 24TH ST

4099500010  
ADJACENT ZONING:  
R-8.4 (RESIDENTIAL 8,400 SQ. FT LOT)

4099500021

**SURVEY DISCLAIMER:**

PROPERTY LINES AND STRUCTURES HAVE BEEN DIGITIZED FROM PREVIOUS PLAN SETS OR FROM ASSESSORS MAPS. LDC HAS NOT COMPLETED A SITE SURVEY AND THEREFORE MAKES NO CLAIM AS TO THE ACCURACY OF INFORMATION DEPICTED ON THIS SHEET.

4099500150

4099500220

61ST AVE SE

4099500270

ADJACENT ZONING:  
R-8.4 (RESIDENTIAL 8,400 SQ. FT LOT)

4099500330

62ND AVE SE

4099500370

4099500385

**SITE PLAN**

1

22"x34" SCALE: 1" = 30'

11"x17" SCALE: 1" = 60'

LEXCOM

T-Mobile

**LDC** Architectural Engineering Survey  
THE ONE ENGINEERING GROUP  
 14201 NE 20TH ST, #100 PO 425 808 1008  
 Woodbridge, VA 22192 FX 425 442 2893  
 www.LDCcorp.com

DATE: 8-12-15  
DRAWN BY: CLR  
CHECKED BY: RBH

SUBMITTALS			
REV	DATE	DESCRIPTION	BY
1	8-12-15	PRELIMINARY CONSTRUCTION	RBH
2	8-27-15	PRELIMINARY CONSTRUCTION	RBH
3	8-31-15	FINAL CONSTRUCTION	RBH
4	10-2-15	REVISED FINAL CONSTRUCTION	RBH

REGISTERED ARCHITECT  
*Richard Hall*  
 RICHARD HALL  
 STATE OF VIRGINIA

SITE  
SE03853D  
DOT/I90 SOUND WALL MERCER  
2250 60TH AVE SE  
MERCER ISLAND, VA 98040

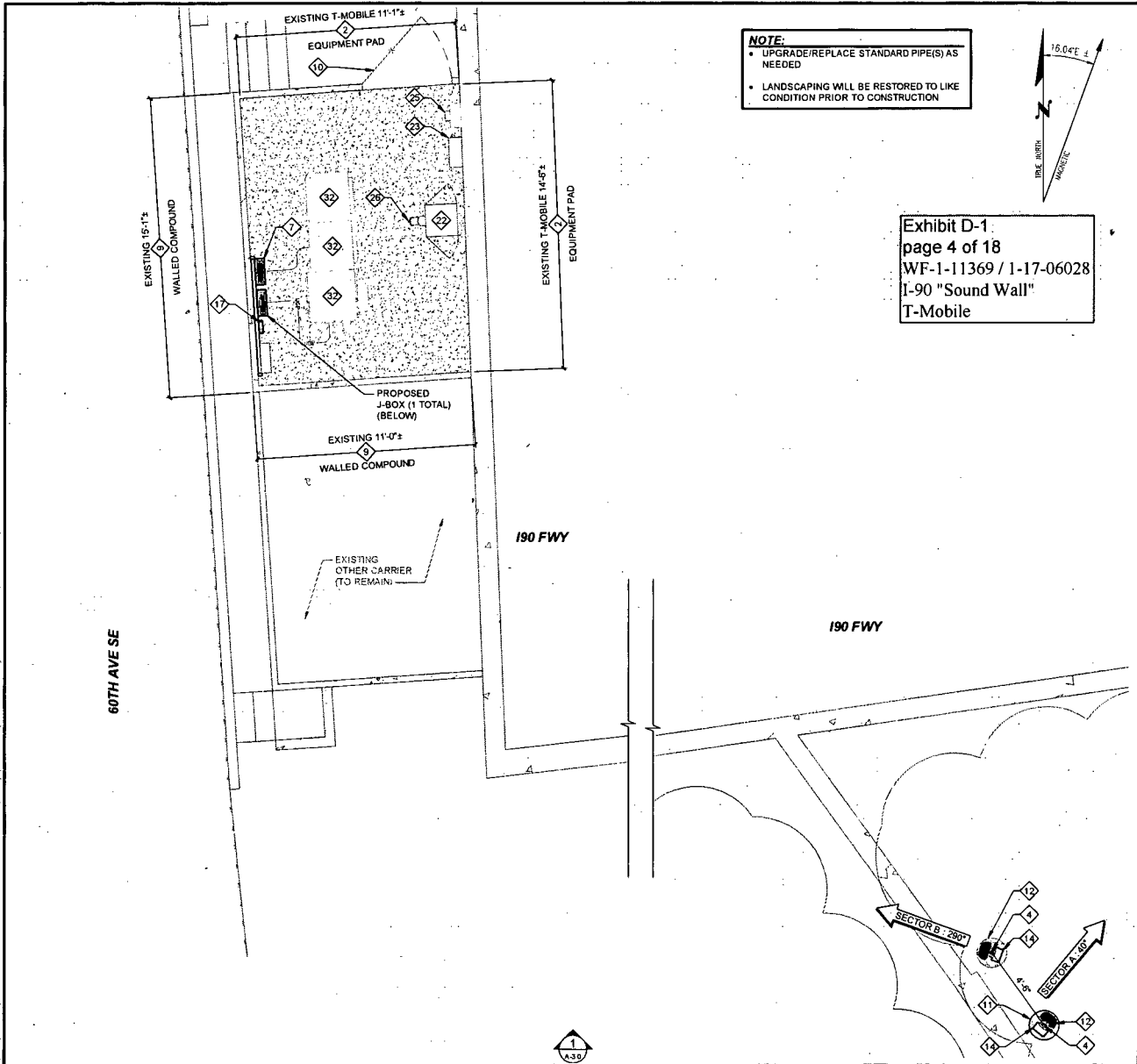
SHEET TITLE  
SITE PLAN

SHEET NUMBER  
A-1.0

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CROWN SITE ID # B23754 DOT/I90 SOUND WALL MERCER

Drawing: 8/12/15, 1:44pm, 11-441 - Crown Castle - 320353D - 001 - 88 - Sound Wall Construction, 1:44:12, 12-04-15  
 Revised: Oct 02, 2015 - 1:25pm



**NOTE:**

- UPGRADE/REPLACE STANDARD PIPE(S) AS NEEDED
- LANDSCAPING WILL BE RESTORED TO LIKE CONDITION PRIOR TO CONSTRUCTION

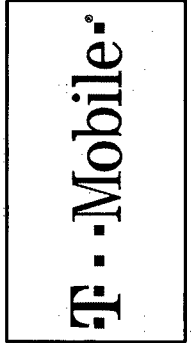
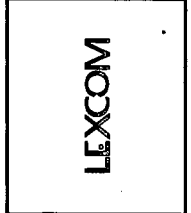
Exhibit D-1  
 page 4 of 18  
 WF-1-11369 / 1-17-06028  
 I-90 "Sound Wall"  
 T-Mobile

**CONSTRUCTION PLAN KEYED NOTES**

- ② EXISTING T-MOBILE EQUIPMENT CONCRETE PAD (TO REMAIN)
- ④ PROPOSED ANTENNA POST (2 TOTAL)
- ⑦ PROPOSED T-MOBILE FRLB UNIT MOUNTED ON UNISTRUT (TYP 1 PER SECTOR, 2 TOTAL) (1.82) (A4.0)
- ⑨ EXISTING CROWN CASTLE WALL (TO REMAIN)
- ⑩ EXISTING CROWN CASTLE CHAIN LINK ACCESS GATE, TYP (TO REMAIN)
- ⑪ RELOCATED POST HOLE (1 TOTAL)
- ⑫ PROPOSED T-MOBILE PANEL ANTENNA (TYP 1 PER SECTOR, 2 TOTAL) (1.82) (R5-1A) (2) (ALL) (R5-20)
- ⑭ PROPOSED T-MOBILE TMA MOUNTED TO ANTENNA PIPE (TYP 2 PER SECTOR, 1 TWIN STYLE 4, 1 STYLE 3, 4 TOTAL) (5) (A4.0)
- ⑰ PROPOSED T-MOBILE DIPLEXER MOUNTED ON ANTENNA UNISTRUT (6 TOTAL) (2) (A4.0)
- ⑳ EXISTING T-MOBILE TELCO AND AC ENCLOSURE (TO REMAIN)
- ㉑ EXISTING T-MOBILE MANUAL TRANSFER SWITCH (TO REMAIN)
- ㉒ EXISTING T-MOBILE METER BASE (TO REMAIN)
- ㉓ EXISTING T-MOBILE GENERATOR RECEPTACLE (TO REMAIN)
- ㉔ EXISTING T-MOBILE EQUIPMENT CABINET, TYP (3 TOTAL TO REMAIN)

**SITE NOTES**

1. VERIFY ANTENNA MODEL, TIP HEIGHT & AZIMUTHS.
2. PROPOSED ANTENNAS, EQUIPMENT AND MOUNTING HARDWARE NEAR ANTENNA LEVEL SHALL BE PAINTED TO MATCH EXISTING.



**LDC** Arch/Structural Engineering Survey  
 14201 NE 20th St, #100 Woodinville, WA 98072  
 Ph: 425.826.1888 Fax: 425.482.2800  
 www.LDCorp.com

DATE: 8-12-15  
 DRAWN BY: CLR  
 CHECKED BY: RBH

SUBMITTALS		
REV	DATE	DESCRIPTION
1	8-12-15	PRELIMINARY CONSTRUCTION
2	8-27-15	PRELIMINARY CONSTRUCTION
3	8-21-15	FINAL CONSTRUCTION
4	10-3-15	REVISED FINAL CONSTRUCTION



SITE  
 SE03853D  
 DOT/190 SOUND WALL MERCER  
 2250 60TH AVE SE  
 MERCER ISLAND, WA 98040

SHEET TITLE  
 ENLARGED SITE PLAN

SHEET NUMBER  
**A-2.0**

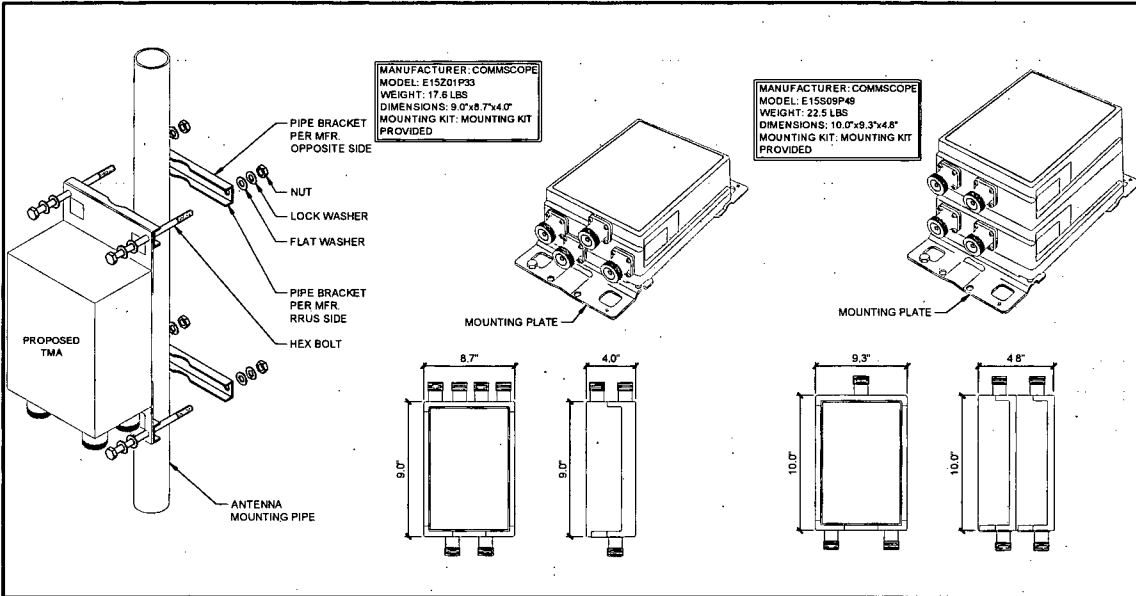
**ENLARGED SITE PLAN**

22"x34" SCALE: 3/8" = 1'-0" 11"x17" SCALE: 3/16" = 1'-0"

CROWN SITE ID # 823754 DOT/190 SOUND WALL MERCER



Drawing: P:\2015\Lexcom\15-441-Cover-Cabin - REDX\A2D - DOT 890 Sound Wall\Drawings\Construction\15-441-Cover-Cabin-0.dwg    Picked: 01.02.2015 - 1:56pm  
 CROWN SITE ID # 823754 DOT/190 SOUND WALL MERCER



**TMA DETAIL**

22"x34" SCALE: N.T.S.    11"x17" SCALE: N.T.S.

**5**

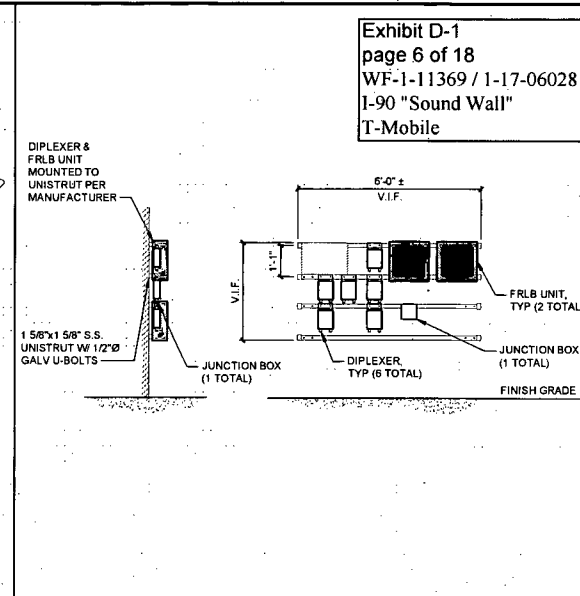
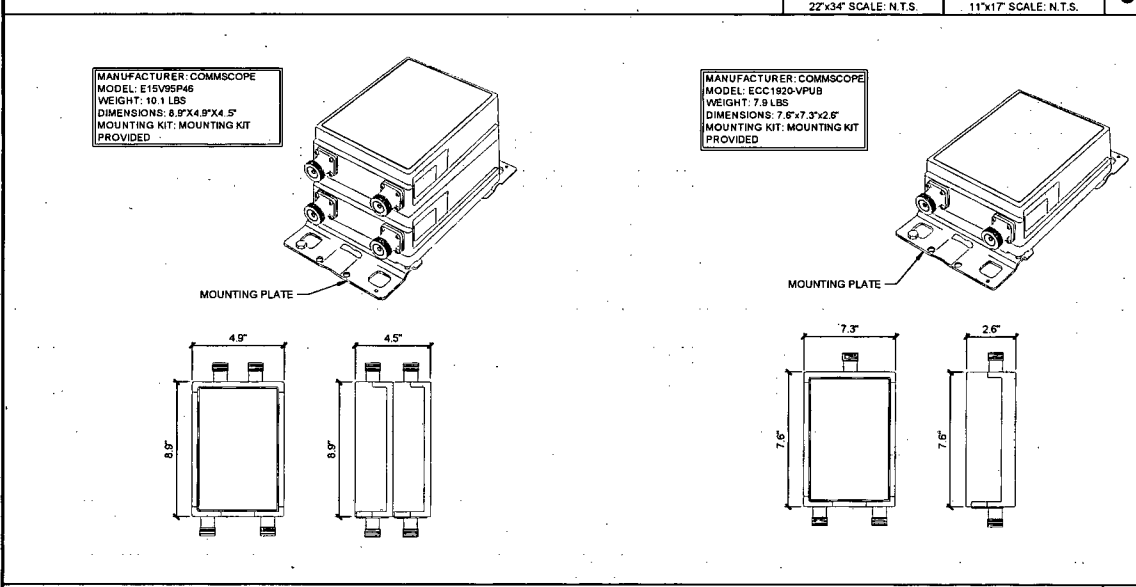


Exhibit D-1  
 page 6 of 18  
 WF-1-11369 / 1-17-06028  
 I-90 "Sound Wall"  
 T-Mobile

**H-FRAME DETAIL**

22"x34" SCALE: N.T.S.    11"x17" SCALE: N.T.S.

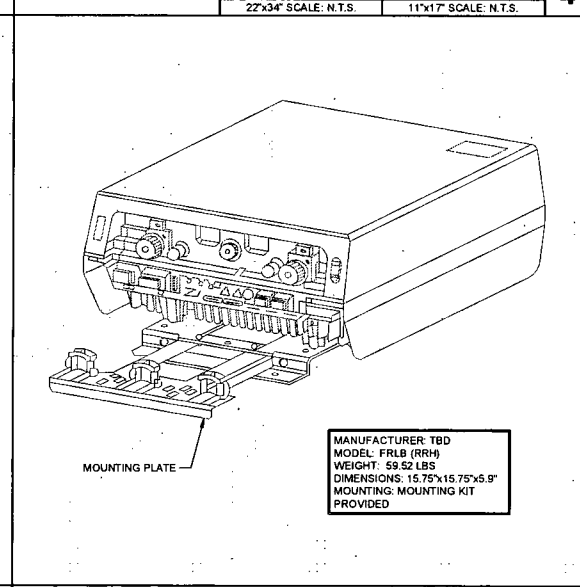
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**DIPLEXER DETAIL**

22"x34" SCALE: N.T.S.    11"x17" SCALE: N.T.S.

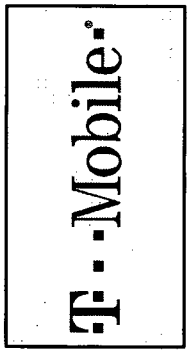
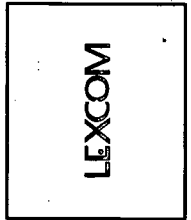
**2**



**FRLB DETAIL**

22"x34" SCALE: N.T.S.    11"x17" SCALE: N.T.S.

**1**



**LDC** Architectural Engineering Structural Survey  
 THE LDC ENGINEERING GROUP  
 1021 NE 20th St., #100    Ph: 425 508 1008  
 Woodville, WA 98072    Fx: 425 442 2892  
 www.LDCcorp.com

DATE: 8-12-15  
 DRAWN BY: CLR  
 CHECKED BY: RBH

**SUBMITTALS**

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4	10-2-15	REVISED FINAL CONSTRUCTION	RBH



**SITE**  
 SE038530  
 DOT/190 SOUND WALL MERCER  
 2250 60TH AVE SE  
 MERCER ISLAND, WA 98040

**SHEET TITLE**  
 CONSTRUCTION DETAILS

**SHEET NUMBER**  
**A-4.0**





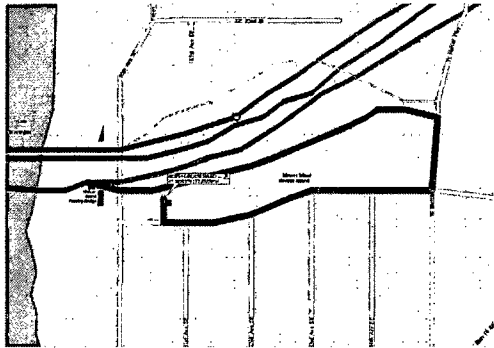
Exhibit D-1  
page 8 of 18  
WF-1-11369 / 1-17-06028  
I-90 "Sound Wall"  
T-Mobile

# TOWER REINFORCEMENT DRAWINGS

**SITE NAME:** DOT/I90 SOUND WALL MERCER  
**BU NUMBER:** 823754

**SITE ADDRESS:**  
2250 60th AVE SE  
MERCER ISLAND, WA  
KING COUNTY

### VICINITY MAP



### DRIVING DIRECTIONS

FROM I-90, EXIT RIGHT ON RAMP 6. TURN RIGHT ONTO W MERCER WAY, THEN IMMEDIATELY TURN RIGHT ONTO SE 24th ST. TURN RIGHT ONTO LOCAL ROADS. ARRIVE 823754-DOT/I90 SOUND WALL MERCER.

### PROJECT CONTACTS:

- CROWN TOWER STRUCTURAL ANALYST**  
SALEEM DOOH  
(602) 845-1752  
[saleem.dooh@crowncastle.com]
- CROWN PROJECT MANAGER**  
LEE BASSETT  
(206) 336-2885  
[lee.bassett@crowncastle.com]
- CROWN CONSTRUCTION MANAGER**  
CODY CRANK  
(425) 202-0201  
[cody.crank.contractor@crowncastle.com]
- DESIGN ENGINEER (EOR)**  
MARTIN PIERCEY, P.E.  
(519) 885-3806  
[martin@p-sec.ca]  
198-55 NORTHFIELD DRIVE EAST  
WATERLOO, ONTARIO

### TOWER INFORMATION

TOWER MANUFACTURER/DWG #: UNKNOWN / PSEC S-4  
TOWER HEIGHT/TYPE: (2) 11 FT STEEL POLES  
TOWER LOCATION: LAT. 47° 35' 20.86"  
DATUM: (NAD 1983) LONG. -122° 15' 8.4"  
ELEV. N/A  
STRUCTURAL DESIGN DRAWING: CCI/WO #1095188  
STRUCTURAL ANALYSIS REPORT: P-SEC 14044 / WO #1095188  
STRUCTURAL ANALYSIS DATE: 08.25.15  
APPLICATION ID: 297360 REV #4  
CCI SITES DOCUMENT ID: N/A

### CODE COMPLIANCE

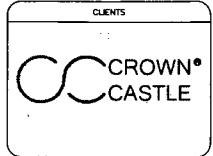
THIS MODIFICATION DESIGN IS BASED ON THE REQUIREMENTS OF THE 2012 IBC BASED UPON AN ULTIMATE 3-SECOND GUST WIND SPEED OF 115 MPH CONVERTED TO A NOMINAL 3-SECOND GUST WIND SPEED OF 89 MPH WITH NO ICE, 30 MPH WITH 0.25 INCH ICE THICKNESS AND 60 MPH UNDER SERVICE LOADS PER SECTION 1609.3.1 AS REQUIRED FOR USE IN THE TIA-222-G STRUCTURAL STANDARDS FOR STEEL ANTENNA TOWERS AND ANTENNA SUPPORTING STRUCTURES PER EXCEPTION #5 OF SECTION 1609.1.1, EXPOSURE CATEGORY D AND RISK CATEGORY III (STRUCTURE CLASS III).

### SPECIAL INSPECTIONS REQUIRED

- FOUNDATION INSPECTIONS
- CONCRETE COMPRESSION STRENGTH AND SLUMP TESTS

### SHEET INDEX

SHEET NUMBER	DESCRIPTION
S-1	TITLE PAGE
S-2	MI CHECKLIST
S-3	GENERAL NOTES
S-4	TOWER PROFILE
S-5	SITE LAYOUT
S-6	POLE FOUNDATIONS
F-1	PARTS



PROJECT NUMBER: 14044

PROFESSIONAL STAMP

MARTIN L. PIERCEY PE No.: 42950  
P-SEC Cert. No.: 2331

No.	Description	Date
A	ISSUED FOR CONSTRUCTION	08.25.15

THE INFORMATION CONTAINED IN THIS SET OF DOCUMENTS IS PROPRIETARY BY NATURE. ANY USE OR DISCLOSURE OTHER THAN THAT WHICH RELATES TO THE CLIENT NAMED IS STRICTLY PROHIBITED.

CLIENT NUMBER: 823754  
DOT/I90 SOUND WALL MERCER

SITE ADDRESS: 2250 60th AVE SE  
MERCER ISLAND, WA  
KING COUNTY

SHEET TITLE: TOWER REINFORCING

SHEET TITLE: TITLE PAGE

DESIGNED BY: JJL	DRAWN BY: MP
CHECKED BY: MRH	DATE: S-1
APPROVED BY: MP	

Exhibit D-1  
 page 9 of 18  
 WF-1-11369 / 1-17-06028  
 I-90 "Sound Wall"  
 T-Mobile

MI CHECKLIST	
CONSTRUCTION/INSTALLATION INSPECTIONS AND TESTING REQUIRED (COMPLETED BY EOR)	REPORT ITEM
<b>PRE-CONSTRUCTION</b>	
X	MI CHECKLIST DRAWING
X	EOR APPROVED SHOP DRAWINGS
X	FABRICATION INSPECTION
X	FABRICATOR CERTIFIED WELD INSPECTION
X	MATERIAL TEST REPORT (MTR)
NA	FABRICATOR NDE INSPECTION
NA	NDE REPORT OF MONOPILE BASE PLATE PER ENG-SOW-10033
X	PACKING SLIPS
ADDITIONAL TESTING AND INSPECTIONS:	
<b>CONSTRUCTION</b>	
X	CONSTRUCTION INSPECTIONS
X	FOUNDATION INSPECTIONS
X	CONCRETE COMP. STRENGTH AND SLUMP TESTS
NA	POST INSTALLED ANCHOR ROD VERIFICATION
NA	BASE PLATE GROUT VERIFICATION
NA	CONTRACTOR'S CERTIFIED WELD INSPECTION AND NDE REPORTS
X	EARTHWORK: LIFT AND DENSITY
X	ON SITE COLD GALVANIZING VERIFICATION
NA	GUY WIRE TENSION REPORT
X	GC AS-BUILT DOCUMENTS
ADDITIONAL TESTING AND INSPECTIONS:	
NA	HILTI INSPECTION REPORT
<b>POST-CONSTRUCTION</b>	
X	MI INSPECTOR REDLINE OR RECORD DRAWING(S)
NA	POST INSTALLED ANCHOR ROD PULL-OUT TESTING
X	PHOTOGRAPHS
ADDITIONAL TESTING AND INSPECTIONS:	

NOTE: X DENOTES A DOCUMENT NEEDED FOR THE PMI REPORT  
 NA DENOTES A DOCUMENT THAT IS NOT REQUIRED FOR THE PMI REPORT

**MODIFICATION INSPECTION NOTES:**

**GENERAL**

THE MODIFICATION INSPECTION (MI) IS A VISUAL INSPECTION OF TOWER MODIFICATIONS AND A REVIEW OF CONSTRUCTION INSPECTIONS AND OTHER REPORTS TO ENSURE THE INSTALLATION WAS CONSTRUCTED IN ACCORDANCE WITH THE CONTRACT DOCUMENTS, NAMELY THE MODIFICATION DRAWINGS, AS DESIGNED BY THE ENGINEER OF RECORD (EOR).

THE MI IS TO CONFIRM INSTALLATION CONFIGURATION AND WORKMANSHIP ONLY AND IS NOT A REVIEW OF THE MODIFICATION DESIGN ITSELF, NOR DOES THE MI INSPECTOR TAKE OWNERSHIP OF THE MODIFICATION DESIGN. OWNERSHIP OF THE STRUCTURAL MODIFICATION DESIGN EFFECTIVENESS AND INTEGRITY RESIDES WITH THE EOR AT ALL TIMES.

ALL MI'S SHALL BE CONDUCTED BY A CROWN ENGINEERING VENDOR (AEV) OR ENGINEERING SERVICE VENDOR (AESV) THAT IS APPROVED TO PERFORM ELEVATED WORK FOR CROWN. SEE ENG-BUL-10173 LIST OF APPROVED MI VENDORS.

TO ENSURE THAT THE REQUIREMENTS OF THE MI ARE MET, IT IS VITAL THAT THE GENERAL CONTRACTOR (GC) AND THE MI INSPECTOR BEGIN COMMUNICATING AND COORDINATING AS SOON AS A PO IS RECEIVED. IT IS EXPECTED THAT EACH PARTY WILL BE PROACTIVE IN REACHING OUT TO THE OTHER PARTY. IF CONTACT INFORMATION IS NOT KNOWN, CONTACT YOUR CROWN POINT OF CONTACT (POC).

REFER TO ENG-SOW-10007 : MODIFICATION INSPECTION SOW FOR FURTHER DETAILS AND REQUIREMENTS.

**MI INSPECTOR**

THE MI INSPECTOR IS REQUIRED TO CONTACT THE GC AS SOON AS RECEIVING A PO FOR THE MI TO, AT A MINIMUM:

- REVIEW THE REQUIREMENTS OF THE MI CHECKLIST
- WORK WITH THE GC TO DEVELOP A SCHEDULE TO CONDUCT ON-SITE INSPECTIONS, INCLUDING FOUNDATION INSPECTIONS

THE MI INSPECTOR IS RESPONSIBLE FOR COLLECTING ALL GENERAL CONTRACTOR (GC) INSPECTION AND TEST REPORTS, REVIEWING THE DOCUMENTS FOR ADHERENCE TO THE CONTRACT DOCUMENTS, CONDUCTING THE IN-FIELD INSPECTIONS, AND SUBMITTING THE MI REPORT TO CROWN.

**GENERAL CONTRACTOR**

THE GC IS REQUIRED TO CONTACT THE MI INSPECTOR AS SOON AS RECEIVING A PO FOR THE MODIFICATION INSTALLATION OR TURNKEY PROJECT TO, AT A MINIMUM:

- REVIEW THE REQUIREMENTS OF THE MI CHECKLIST
- WORK WITH THE MI INSPECTOR TO DEVELOP A SCHEDULE TO CONDUCT ON-SITE MI INSPECTIONS, INCLUDING FOUNDATION INSPECTIONS
- BETTER UNDERSTAND ALL INSPECTION AND TESTING REQUIREMENTS

THE GC SHALL PERFORM AND RECORD THE TEST AND INSPECTION RESULTS IN ACCORDANCE WITH THE REQUIREMENTS OF THE MI CHECKLIST AND ENG-SOW-10007.

**RECOMMENDATIONS**

THE FOLLOWING RECOMMENDATIONS AND SUGGESTIONS ARE OFFERED TO ENHANCE THE EFFICIENCY AND EFFECTIVENESS OF DELIVERING A MI REPORT:

- IT IS SUGGESTED THAT THE GC PROVIDE A MINIMUM OF 5 BUSINESS DAYS NOTICE, PREFERABLY 10, TO THE MI INSPECTOR AS TO WHEN THE SITE WILL BE READY FOR THE MI TO BE CONDUCTED.
- THE GC AND MI INSPECTOR COORDINATE CLOSELY THROUGHOUT THE ENTIRE PROJECT.
- WHEN POSSIBLE, IT IS PREFERRED TO HAVE THE GC AND MI INSPECTOR ON-SITE SIMULTANEOUSLY FOR ANY GUY WIRE TENSIONING OR RE-TENSIONING OPERATIONS.
- IT MAY BE BENEFICIAL TO INSTALL ALL TOWER MODIFICATIONS PRIOR TO CONDUCTING THE FOUNDATION INSPECTIONS TO ALLOW FOUNDATION AND MI INSPECTION(S) TO COMMENCE WITH ONE SITE VISIT.
- WHEN POSSIBLE, IT IS PREFERRED TO HAVE THE GC AND MI INSPECTOR ON-SITE DURING THE MI TO HAVE ANY DEFICIENCIES CORRECTED DURING THE INITIAL MI. THEREFORE, THE GC MAY CHOOSE TO COORDINATE THE MI CAREFULLY TO ENSURE ALL CONSTRUCTION FACILITIES ARE AT THEIR DISPOSAL WHEN THE MI INSPECTOR IS ON SITE.

**CANCELLATION OR DELAYS IN SCHEDULED MI**

IF THE GC AND MI INSPECTOR AGREE TO A DATE ON WHICH THE MI WILL BE CONDUCTED, AND EITHER PARTY CANCELS OR DELAYS, CROWN SHALL NOT BE RESPONSIBLE FOR ANY COSTS, FEES, LOSS OF DEPOSITS AND/OR OTHER PENALTIES RELATED TO THE CANCELLATION OR DELAY INCURRED BY EITHER PARTY FOR ANY TIME (E.G. TRAVEL AND LODGING, COSTS OF KEEPING EQUIPMENT ON-SITE, ETC.). IF CROWN CONTRACTS DIRECTLY FOR A THIRD PARTY MI, EXCEPTIONS MAY BE MADE IN THE EVENT THAT THE DELAY/CANCELLATION IS CAUSED BY WEATHER OR OTHER CONDITIONS THAT MAY COMPROMISE THE SAFETY OF THE PARTIES INVOLVED.

**CORRECTION OF FAILING MI'S**

IF THE MODIFICATION INSTALLATION WOULD FAIL THE MI ("FAILED MI"), THE GC SHALL WORK WITH CROWN TO COORDINATE A REMEDIATION PLAN IN ONE OF TWO WAYS:

- CORRECT FAILING ISSUES TO COMPLY WITH THE SPECIFICATIONS CONTAINED IN THE ORIGINAL CONTRACT DOCUMENTS AND COORDINATE A SUPPLEMENT MI.
- OR, WITH CROWN'S APPROVAL, THE GC MAY WORK WITH THE EOR TO RE-ANALYZE THE MODIFICATION/REINFORCEMENT USING THE AS-BUILT CONDITION

**MI VERIFICATION INSPECTIONS**

CROWN RESERVES THE RIGHT TO CONDUCT A MI VERIFICATION INSPECTION TO VERIFY THE ACCURACY AND COMPLETENESS OF PREVIOUSLY COMPLETED MI INSPECTION(S) ON TOWER MODIFICATION PROJECTS.

ALL VERIFICATION INSPECTIONS SHALL BE HELD TO THE SAME SPECIFICATIONS AND REQUIREMENTS IN THE CONTRACT DOCUMENTS AND IN ACCORDANCE WITH ENG-SOW-10007.

VERIFICATION INSPECTION MAY BE CONDUCTED BY AN INDEPENDENT AEV/AESV FIRM AFTER A MODIFICATION PROJECT IS COMPLETED, AS MARKED BY THE DATE OF AN ACCEPTED "PASSING MI" OR "PASS AS NOTED MI" REPORT FOR THE ORIGINAL PROJECT.

**REQUIRED PHOTOS**

BETWEEN THE GC AND THE MI INSPECTOR THE FOLLOWING PHOTOGRAPHS, AT A MINIMUM, ARE TO BE TAKEN AND INCLUDED IN THE MI REPORT:

- PRE-CONSTRUCTION GENERAL SITE CONDITION
- PHOTOGRAPHS DURING THE REINFORCEMENT MODIFICATION CONSTRUCTION/ERECTION AND INSPECTION
  - RAW MATERIALS
  - PHOTOS OF ALL CRITICAL DETAILS
  - FOUNDATION MODIFICATIONS
  - WELD PREPARATION
  - BOLT INSTALLATION AND TORQUE
  - FINAL INSTALLED CONDITION
  - SURFACE COATING REPAIR
  - POST CONSTRUCTION PHOTOGRAPHS
  - FINAL INFELD CONDITION

PHOTOS OF ELEVATED MODIFICATIONS TAKEN FROM THE GROUND SHALL BE CONSIDERED INADEQUATE.

THIS IS NOT A COMPLETE LIST OF REQUIRED PHOTOS, PLEASE REFER TO ENG-SOW-10007.

CLIENTS

**CROWN CASTLE**

INDUSTRIAL PIER  
**P-SEC**  
 PIER STRUCTURAL ENGINEERING CORP  
 55 NORTHFIELD DR., E. SUITE 188  
 WATERLOO, ON N2K 3T8

PROJECT NUMBER: 14044

PROFESSIONAL ENGINEER

MARTIN L. PERCEY PE No.: 42950  
 P-SEC Cert. No.: 2331

REVISIONS

No.	Description	Date
A	ISSUED FOR CONSTRUCTION	08.25.15

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CLIENT NUMBER: 823754  
 DOT/I90 SOUND WALL  
 MERCER

SITE ADDRESS: 2250 60th AVE SE  
 MERCER ISLAND, WA  
 KING COUNTY

SITE NUMBER: TOWER REINFORCING

DRAWING TITLE: MI CHECKLIST

DRAWN BY: JJL  
 CHECKED BY: MRH  
 APPROVED BY: MP

SHEET: S-2

**GENERAL**

1. THE GENERAL STRUCTURAL NOTES ARE INTENDED TO AUGMENT THE DRAWINGS AND SPECIFICATIONS. SHOULD CONFLICTS EXIST BETWEEN THE DRAWINGS, SPECIFICATIONS AND/OR THE GENERAL STRUCTURAL NOTES, THE STRICTEST PROVISION SHALL GOVERN.
2. THE STRUCTURE IS DESIGNED TO BE STABLE AFTER THE CONSTRUCTION IS FULLY COMPLETED. THE CREW MUST FOLLOW APPROVED ERECTION PROCEDURES IN ORDER TO ENSURE THE SAFETY OF THE CONSTRUCTION AND ITS PARTS DURING ERECTION.
3. ALL CONSTRUCTION SHALL COMPLY FULLY WITH THE APPLICABLE PROVISIONS OF THE WASHINGTON CODE, AND ALL LOCAL GOVERNING CODES. ALL REQUIREMENTS SPECIFIED IN THE CODES SHALL BE ADHERED TO AS IF THEY WERE CALLED FOR OR SHOWN ON THE DRAWINGS.
4. CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFICATION OF ALL MEASUREMENTS AT THE SITE BEFORE ORDERING ANY MATERIALS OR DOING ANY WORK. NO EXTRA CHARGE FOR COMPENSATION WILL BE ALLOWED DUE TO DIFFERENCE BETWEEN ACTUAL DIMENSIONS AND DIMENSIONS INDICATED ON THE CONSTRUCTION DRAWINGS. ANY SUCH DISCREPANCY IN THE DIMENSION WHICH MAY BE FOUND SHALL BE SUBMITTED TO THE OWNER/CLIENT FOR CONSIDERATION BEFORE THE CONTRACTOR PROCEEDS WITH THE WORK IN THE AFFECTED AREA.
5. ANY SUBSTITUTIONS MUST CONFORM TO THE REQUIREMENTS OF THESE NOTES AND SPECIFICATIONS, AND SHOULD BE SIMILAR TO THOSE SHOWN. ALL SUBSTITUTIONS SHALL BE SUBMITTED TO THE ENGINEER OF RECORD FOR REVIEW AND APPROVAL PRIOR TO FABRICATION.
6. ALL WORK CONSTRUCTED ACCORDING TO THESE DRAWINGS SHALL BE CHECKED AND VERIFIED BY QUALITY ASSURANCE AS DETERMINED BY THE ENGINEER.
7. WHERE STANDARDS ARE IDENTIFIED WITHOUT A RELEASE DATE IN THESE GENERAL NOTES, THE MOST RECENT VERSION SHALL APPLY.

**DESIGN LOADS**

1. WIND AND ICE LOADS AS PER TIA/EIA-222-G, TAKEN FROM PSEC STRUCTURAL ANALYSIS DATED AUGUST 25, 2015, REF NO. 14044.

**FOUNDATIONS**

1. THE FOUNDATION DESIGNS ARE BASED ON LOADS SHOWN ON THE PSEC ANALYSIS PROFILE AND REPORT MENTIONED ABOVE.
2. FOUNDATION INFORMATION BASED ON TEP REPORT, DATES 7/08/15 (47887/6273) AND GEOTECHNICAL REPORT BY LSI ADAPT DATED 06/26/2001 (WA01-6474)
3. WHERE SITE CONDITIONS DIFFER FROM THESE DRAWINGS, CONSULT THE ENGINEER ON RECORD.
4. A QUALIFIED FOREMAN OR SUPERVISOR SHALL PERFORM A SITE INSPECTION OF THE FOUNDATION INSTALLATION TO INSURE COMPLIANCE WITH THE PLANS.
5. CHECK AREA FOR LOCATION OF UNDERGROUND PIPES, CABLES, CONDUITS, ETC., PRIOR TO EXCAVATION.
6. ALL WORK SHALL BE DONE IN ACCORDANCE WITH LOCAL CODES AND SAFETY REGULATIONS. PROCEDURES FOR PROTECTION OF EXISTING EXCAVATIONS, CONSTRUCTION AND UTILITIES SHALL BE ESTABLISHED PRIOR TO COMMENCEMENT OF FOUNDATION WORK.
7. BRACING, SHORING, AND SLOPING OF EXCAVATIONS SHALL BE DONE IN ACCORDANCE WITH ALL LOCAL AND FEDERAL CODES AND SAFETY REGULATIONS.
8. WELDING OF REINFORCING STEEL AND EMBEDMENTS IS PROHIBITED UNLESS NOTED OTHERWISE ON DRAWINGS.
9. CONCRETE COVERAGE OVER ALL STEEL SHALL CONFORM TO ACI 318, APPLICABLE BUILDING CODE MINIMUM REQUIREMENTS, AND AS SHOWN IN STRUCTURAL DETAILS. THE MINIMUM CONCRETE COVER OVER REBAR SHALL BE 3 INCHES.
10. INSPECT BOTTOM OF EXCAVATING PRIOR TO PLACING STEEL CAGE AND CONCRETE TO ENSURE NO SIGNIFICANT AMOUNT OF LOOSE SOIL OR FOREIGN MATERIALS REMAINS. BEARING SURFACES TO BE PLACED ON UNDISTURBED SOIL OR ROCK.
11. SPACING DEVICES SHALL BE USED AS REQUIRED TO MAINTAIN SIDE CLEARANCE BETWEEN THE STEEL REINFORCEMENT AND EXCAVATION WALL.
12. CONCRETE SHALL BE PLACED IN THE EXCAVATION WITHOUT UNDUE DELAY, WITH THE USE OF A CHUTE OR HOPPER DEVICE TO DIRECT THE CONCRETE TO FALL WITHIN THE CENTER OF THE STEEL CAGE. CONCRETE SLUMP SHALL NOT BE LESS THAN 2in NOR MORE THAN 4in. CONCRETE SHALL NOT BE ALLOWED TO HIT THE STEEL CAGE, WHICH COULD CAUSE SEGREGATION OF THE MATERIAL.
13. BACK FILL SHALL BE PLACED IN 9"-12" HORIZONTAL LIFTS AND COMPACTED TO A MINIMUM 95% OF STANDARD PROCTOR DRY DENSITY. THE FILL MATERIAL SHALL BE FREE FROM LARGE ROCKS, WASTE, AND DEBRIS AND SHALL BE PLACED AT OR NEAR THE OPTIMUM MOISTURE CONTENT. ALSO REFER TO THE SOIL REPORT FOR RECOMMENDED BACKFILL/COMPACTED FILL PROCEDURES.
14. CONCRETE MIXED ON SITE IS NOT PERMITTED UNLESS APPROVED BY THE ENGINEER PRIOR TO CONSTRUCTION.

**ROCK ANCHORS**

1. ROCK ANCHORS SHALL BE INSTALLED ACCORDING TO THE MANUFACTURER'S RECOMMENDATIONS. ALL LOOSE AND WEATHERED ROCK IS TO BE REMOVED BEFORE INSTALLATION.
2. THE ANCHORS SHALL BE SECURELY FASTENED IN PLACE TO PREVENT MOVEMENT DURING GROUTING. GROUTING OPERATIONS SHALL BE IN ACCORDANCE WITH PCA RECOMMENDED PRACTICE, AND ACCORDANCE WITH THE RECOMMENDATIONS OF THE MANUFACTURER.
3. ALL EXPOSED STEEL ITEMS FOR ANCHORAGES, INCLUDING ANCHOR BOLTS, SHALL BE ZINC-COATED IN ACCORDANCE WITH ASTM A123 (LATEST EDITION), OR OTHERWISE SUITABLY PROTECTED. WHERE ANCHORAGE STEEL IS PARTIALLY EMBEDDED IN CONCRETE THE ZINC COATING SHALL EXTEND A MINIMUM OF 2" INTO THE CONCRETE.
4. ANCHORAGE STEEL BELOW GRADE THAT IS NOT ENCASED IN CONCRETE SHALL BE GALVANIZED, AND FURTHER CORROSION PROTECTION SHALL BE PROVIDED.

**CAST-IN-PLACE CONCRETE**

1. CONCRETE MATERIALS AND METHODS OF CONSTRUCTION SHALL CONFORM TO REQUIREMENTS OF ACI 318. TESTING METHODS SHALL CONFORM TO THIS STANDARD.
2. ALL CONCRETE SHALL HAVE A MINIMUM SPECIFIED 28-DAY COMPRESSIVE STRENGTH OF 4000psi.
3. UNLESS NOTED OTHERWISE OR SUPERCEDED BY A QUALIFIED LOCAL CONCRETE BATCH PLANT, THE FOLLOWING CONCRETE PARAMETERS ARE RECOMMENDED:
  - A MAXIMUM W/C RATIO OF 0.46
  - AIR ENTRAINMENT RANGE OF 5%-8%
  - MAXIMUM AGGREGATE SIZE OF 3/4"
  - SLUMP RANGE SHALL BE 3" ±1"
 WORKABILITY AND LOCAL SITE CONDITIONS SHALL BE CONSIDERED WHEN DEVELOPING THE FINAL CONCRETE MIXTURE. NOTE, THE CONTRACTOR SHALL REVIEW THE GEOTECHNICAL REPORT FOR FURTHER CONSIDERATIONS TO THE CONCRETE MIX DESIGN.
4. ALL REINFORCING STEEL BARS SHALL CONFORM TO ASTM A-615, AND HAVE A YIELD STRENGTH OF 60KSI (GRADE 60), UNLESS NOTED OTHERWISE.
5. LAPS, ANCHORAGES AND SPLICES SHALL COMPLY WITH THE REQUIREMENTS OF ACI 318.
6. CONCRETE SHALL BE PLACED WITHIN 3 HOURS OF MIXING.

**STRUCTURAL STEEL**

1. ALL STEEL FABRICATION AND INSTALLATION SHALL BE IN ACCORDANCE WITH AISC (LATEST EDITION) AND TIA/EIA-222-G.
2. ALL WELDING SHALL BE DONE IN ACCORDANCE WITH AWS (LATEST EDITION) STANDARD. ALL WELDING TO BE COMPLETED IN A AWS REGISTERED SHOP. FIELD WELDING IS NOT PERMITTED UNLESS APPROVED BY THE ENGINEER PRIOR TO CONSTRUCTION. IN THE EVENT FIELD WELDING IS PERMITTED BY THE ENGINEER PRIOR TO OR DURING CONSTRUCTION, THEN AT A MINIMUM ALL WELDING IS TO BE COMPLETED BY A CERTIFIED AWS WELDER AND INSPECTED BY AN INDEPENDENT AWS CERTIFIED WELDING INSPECTOR.
3. BASE MATERIAL SHALL BE CORRECTLY PREHEATED BEFORE WELDING AND POST HEATED AFTER WELDING IN ACCORDANCE WITH THE ENGINEERED WELDING PROCEDURE, WHICH MUST BE APPROVED BY THE AWS CERTIFIED WELDING INSPECTOR.
4. ALL STEEL SOLID ROUND MEMBERS SHALL CONFORM TO ASTM A-36 (GRADE 36ksi) STEEL SPECIFICATION UNLESS NOTED OTHERWISE.
5. ALL STEEL ANGLE, PLATE AND MISCELLANEOUS MEMBERS SHALL CONFORM TO ASTM A-36 (GRADE 36ksi) STEEL SPECIFICATION UNLESS NOTED OTHERWISE.
6. ALL STEEL CHANNEL MEMBERS SHALL CONFORM ASTM A-36 (GRADE 36ksi) STEEL SPECIFICATION UNLESS NOTED OTHERWISE.
7. THE FINISHED DIAMETER OF BOLT HOLES SHALL NOT BE MORE THAN 1/16 inch LARGER THAN THE NOMINAL BOLT DIAMETER UNLESS OTHERWISE NOTED.
8. MATERIAL MAY BE CUT BY SHEARING, SAWING, OR CUTTING WITH A ROUTER OR GAS CUT. MATERIAL GREATER THAN 2 inch THICKNESS SHALL NOT BE SHEARED.
9. CUT EDGES SHALL BE TRUE AND SMOOTH, AND FREE FROM EXCESSIVE BURRS AND RAGGED BREAKS. SHEARED EDGES OF THICK PLATES SHALL BE PLANED TO A DEPTH OF 1/4inch RE-ENTRANT CUTS SHALL BE AVOIDED. IF USED, THEY SHALL BE FILLETED BY DRILLING PRIOR TO CUTTING.
10. TOLERANCES AS INDICATED IN AISC AND TIA/EIA-222-G STANDARDS SHALL BE CAREFULLY FOLLOWED DURING FABRICATION.
11. PRIOR TO GALVANIZING ALL FABRICATED STEEL SHALL BE THOROUGHLY SHOP INSPECTED AND QUANTITIES COUNTED.
12. ALL BOLTS, WASHERS AND NUTS SHALL CONFORM TO ASTM A325 TYPE X, 5/8" UNLESS NOTED OTHERWISE.

13. BOLTS SHALL BE TIGHTENED USING THE TURN-OF-THE-NUT METHOD AS DESCRIBED IN AISC (LATEST EDITION) STANDARD, UNLESS NOTED OTHERWISE.
14. ALL EXPOSED STEEL AND HARDWARE SHALL BE HOT DIPPED GALVANIZED PER ASTM STANDARD A123, AFTER FABRICATION, UNLESS NOTED OTHERWISE.
15. CONTRACTOR MAY COPE BRACES AS REQUIRED ENSURING MINIMUM EDGE DISTANCE OF "D1" IS MAINTAINED AROUND ALL HOLES. IF "TOP LEG" OF ANGLE NEEDS CLIPPING DO NOT CUT BACK MORE THAN TWO TIMES THE ANGLE SIZE WITHOUT EOR APPROVAL.
16. ALL BOLTED INSTALLATIONS ARE TO FOLLOW RCSC 2004 SPECIFICATION FOR STRUCTURAL JOINTS USING ASTM A325 OR A490 BOLTS.

**GUY WIRES**

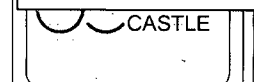
1. ALL NEW GUY WIRES SHALL MEET ALL TIA/EIA-222 PROVISIONS, USING HOT ZINC COATED WIRE. GUY HARDWARE ASSEMBLIES SHALL BE RATED TO 100% OF THE GUY BREAKING STRENGTH OR HIGHER, UNLESS OTHERWISE NOTED.
2. GROUNDING OF THE GUY AT ANCHORS SHALL MEET THE MINIMUM REQUIREMENTS OF TIA/EIA-222-G PROVISIONS.

**FIELD ERECTION**

1. THE CREW SHOULD COMPLY WITH ALL INSTALLATION PROCEDURES. SAFEGUARDS AND MEANS AND METHODS OF CONSTRUCTION. ALL WORK SHALL BE PERFORMED IN ACCORDANCE WITH THE REQUIREMENTS OF OSHA, TIA-1019-A AND THE WASHINGTON LABOR CODE, (LATEST EDITION)
2. ERECTION METHODS AND TOLERANCES SHALL COMPLY WITH TIA/EIA-222-G STANDARD MINIMUM RECOMMENDED WEATHER CONDITIONS THAT SHOULD BE OBSERVED TO ENSURE A SAFE WORKING CONDITION SHALL BE: WIND SPEED NOT TO EXCEED 20mph GUST AT GROUND LEVEL, AND NO THUNDERSTORMS FORECASTED.
3. ALL PRECAUTIONS AND EFFORTS SHALL BE TAKEN TO ENSURE TOWER STABILITY DURING ERECTION. THIS WILL REQUIRE TEMPORARY SUPPORTS WHEN REPLACING PRIMARY STRUCTURAL MEMBERS SUCH AS DIAGONALS AND HORIZONTALS, AND WILL REQUIRE SUFFICIENT SHORING WHEN FOUNDATION(S) EXCAVATION IS REQUIRED TO FULLY SUPPORT TOWER STRUCTURE.
4. TEMPORARY GUYS, IF REQUIRED BY INSTALLATION PROCEDURE, SHALL BE REMOVED AFTER THE NEXT PERMANENT GUY WIRE HAS BEEN INSTALLED BEFORE CONTINUING TOWER ERECTION. ALL BOLTS SHALL BE INSTALLED AND TIGHTENED AS ERECTION PROGRESSES ABOVE PERMANENT GUYS.
5. TOWER SHALL BE PLUMBED AND RE-TENSIONED IN CALM WEATHER. INITIAL TENSION(10% OF BREAKING VALUES) SHOWN ON PLANS ARE FOR NORMAL TEMPERATURES FOR THE SITE.
6. INSTALLATION OF THE TRANSMISSION LINES (IF APPLICABLE) SHALL BE AS SHOWN ON THE LAYOUT DRAWINGS AND IN ACCORDANCE WITH THE MANUFACTURER'S REQUIREMENTS AND INSTALLATION INSTRUCTIONS.
7. ANY STRUCTURAL MEMBERS THAT HAVE DAMAGED GALVANIZED SURFACES SHALL BE CLEANED AND TOUCHED UP WITH THREE COATS OF ZINC-RICH PAINT, ACCORDING TO ASTM A123 AND TIA/EIA-222-G STANDARDS.
8. UPON COMPLETION OF ALL WORK, THE SITE SHALL BE CLEANED OF ALL DEBRIS AS REQUIRED. ANY SURPLUS MATERIALS NOT REMOVED FROM THE SITE SHALL BE NEATLY STORED IN AN AREA DESIGNATED BY THE OWNER'S REPRESENTATIVE.

**GENERAL NOTES**

Exhibit D-1  
page 10 of 18  
WF-1-11369 / 1-17-06028  
I-90 "Sound Wall"  
T-Mobile



**P-SEC**  
PIER STRUCTURAL ENGINEERING CORP  
55 NORTHFIELD DR. E. SUITE 108  
WATERLOO, ON N2K 3T6  
TEL: 519-885-5000  
FAX: 519-885-0778  
WWW.P-SEC.CA

PROJECT NUMBER  
**14044**

PROFESSIONAL STAMP

MARTIN L. PERCEY PE No.: 42950	P-SEC Co# No.: 2331	
REVISIONS		
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CLIENT NUMBER: 823754  
**DOT/190 SOUND WALL  
MERCER**

SITE ADDRESS  
2250 60th AVE SE  
MERCER ISLAND, WA  
KING COUNTY

SITE DESIGN  
**TOWER REINFORCING**

SHEET TITLE  
**GENERAL NOTES**

DESIGNED BY <b>JJL</b>	CHECKED BY <b>MRH</b>	APPROVED BY <b>MP</b>	SHEET <b>S-3</b>
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**TOWER INFORMATION**  
 UNKNOWN MANUFACTURER  
 (2) 11' STEEL POLES  
 3.5" O.D TOP  
 3.5" O.D BASE

**SCOPE OF WORK (SOW):**

NOTE. EXISTING POLES & FOUNDATIONS ARE TO BE REMOVED AND PROPERLY DISCARDED OFFSITE. NEW FOUNDATIONS CAN PARTIALLY REUSE EXISTING HOLES BUT PLEASE MAINTAIN 54" ON-CENTER BETWEEN NEW FOUNDATIONS.

A. INSTALL (2) NEW FOUNDATIONS IN THE LOCATION PROVIDED. SEE DRAWINGS S-5 AND S-6 FOR FURTHER DETAILS.

B. INSTALL (1) NEW 11ft POLE IN THE LOCATIONS PROVIDED. SEE DRAWING S-6 FOR FURTHER DETAILS.

NOTE. THE NEW PANELS AND POLES CANNOT EXCEED 2-ft ABOVE SOUND WALL/BARRIER. THE CONTRACTOR TO FIELD CONFIRM AND ENSURE THIS WSDOT REQUIREMENT IS MET.

**TABLE 1 - PROPOSED ANTENNA AND CABLE CONFIGURATION**

Mounting Level (ft)	Center Line Elevation (ft)	Number of Antennas	Antenna Manufacturer	Antenna Model	Number of Feed Lines	Feed Line Size (in)	Note
7	7	1	commscope	SBNHH-1D65C	--	--	1
		1	commscope	TMAT1921B78-21A	--	--	
6	6	1	commscope	SBNHH-1D65C	--	--	1
		1	commscope	TMAT1921B78-21A	--	--	

Notes:  
 1) Fabricated equipment (each installed on a new & separate processed steel pole per Appendix D)

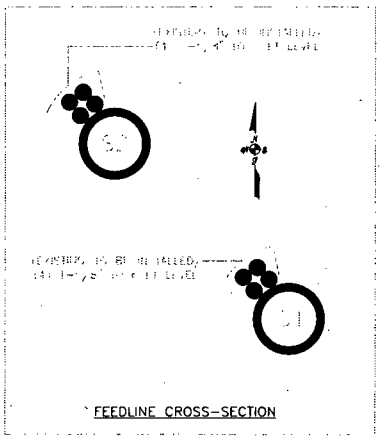
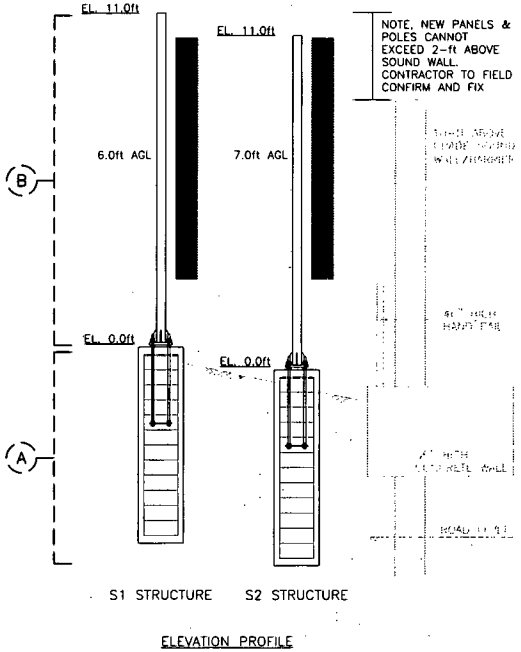
**TABLE 2 - EXISTING & RESERVED ANTENNA CONFIGURATION**

Mounting Level (ft)	Center Line Elevation (ft)	Number of Antennas	Antenna Manufacturer	Antenna Model	Number of Feed Lines	Feed Line Size (in)	Note
<i>Structure S2 (11' pole)</i>							
7	7	1	andrew	TMBXX-6516-R2M	--	--	3
		1	andrew	ETM19V2S12UB	4	1-5/8	2
<i>Structure S1 (11' pole)</i>							
8	6	1	andrew	TMBXX-6516-R2M	--	--	3
		1	andrew	ETM19V2S12UB	4	1-5/8	2

Notes:  
 1) Existing equipment; installed on existing steel poles but moved to proposed new poles  
 2) Existing equipment; to be replaced by proposed

**NOTES:**

- THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFICATION OF ALL MEASUREMENTS AT THE SITE BEFORE PROCEEDING WITH FABRICATION AND INSTALLATION OF ANY MATERIALS. ANY DISCREPANCIES SHOULD IMMEDIATELY BE FORWARDED TO THE ENGINEER OF RECORD FOR REVIEW AND APPROVAL PRIOR TO FABRICATION.
- THESE DRAWINGS DO NOT INDICATE THE METHOD OF CONSTRUCTION. THE CONTRACTOR SHALL SUPERVISE AND DIRECT THE WORK AND SHALL BE SOLELY RESPONSIBLE FOR ALL CONSTRUCTION MEANS, TECHNIQUES, SEQUENCES AND PROCEDURES. OUR TOWER MODIFICATION LIST IS ONLY AN ILLUSTRATED SEQUENCE.
- STRICT ADHERENCE TO THE CCUSA CUTTING, WELDING, AND SAFETY GUIDELINES ARE TO BE FOLLOWED.
- REQUIRED MODIFICATIONS TO BE COMPLETED IN CALM WEATHER WITH WIND VELOCITY LESS THAN 20 MPH AT GROUND ELEVATION.
- TEMPORARILY SUPPORT THE TOWER AS REQUIRED.
- ALL STEEL FABRICATION AND CONSTRUCTION SHALL CONFORM TO THE LATEST EDITION OF AISC AND EIA/TIA-222-G STANDARDS.
- ALL NEW STEEL SHALL BE HOT DIP GALVANIZED PER ASTM A123 STANDARD.
- ALL STRUCTURAL STEEL SHALL CONFORM TO ASTM A-36 MATERIAL & AISC STANDARDS UNLESS OTHERWISE NOTED.
- ANY DAMAGE TO GALVANIZING SHALL BE COATED WITH ZINC RICH PAINT IN ACCORDANCE WITH MANUFACTURER'S RECOMMENDATIONS AND CROWN BULLETIN ENG-BUL-10149 "COLD GALVANIZING COMPOUNDS".
- THE CONTRACTOR TO FIELD VERIFY AND CONFIRM ALL THE ABANDONED / INACTIVE EQUIPMENT(S) ON THE TOWER WITH THE CM AND EOR PRIOR TO REMOVAL (IF REQUIRED).
- SEE GENERAL NOTES FOR FURTHER GENERAL & INSTALLATION NOTES.



TOWER PROFILE

SCALE  
 NTS

CLIENTS

ENGINEERING FIRM

**P-SEC**

PIER STRUCTURAL ENGINEERING CORP  
 55 NORTHFIELD DR. E. SUITE 100  
 WATERLOO, ON N2K 3T8

PH: 519-885-3000  
 FX: 519-885-0078  
 WWW.P-SEC.CA

PROJECT NUMBER: 14044

PROFESSIONAL ENGINEER

Exhibit D-1  
 page 11 of 18  
 WF-1-11369 / 1-17-06028  
 I-90 "Sound Wall"  
 T-Mobile

MARTIN L. PIERCEY PE No.: 42850  
 P-SEC Cert. No.: 2331

REVISIONS

No.	Description	Date
A	ISSUED FOR CONSTRUCTION	08.25.15

THE INFORMATION CONTAINED IN THIS SET OF DOCUMENTS IS PROPRIETARY BY NATURE. ANY USE OR DISCLOSURE OTHER THAN THAT WHICH RELATES TO THE CLIENT NAMED IS STRICTLY PROHIBITED.

CLIENT NUMBER: 823754  
 DOT/I90 SOUND WALL  
 MERCER

SITE ADDRESS  
 2250 60th AVE SE  
 MERCER ISLAND, WA  
 KING COUNTY

SITE DESIGN  
 TOWER REINFORCING


SHEET TITLE  
 TOWER PROFILE

DRAWN BY: JJL  
 CHECKED BY: MRH  
 APPROVED BY: MP

SHEET NUMBER: S-4

Exhibit D-1  
 page 12 of 18  
 WF-1-11369 / 1-17-06028  
 I-90 "Sound Wall"  
 T-Mobile

CLIENTS



CROWN CASTLE

ENGINEERING FIRM

**P-SEC**

PIER STRUCTURAL ENGINEERING CORP  
 55 NORTHFIELD DR. E, SUITE 198  
 WATERLOO, ON N2K 3T6

PH: 519-866-5800  
 FX: 519-866-2075  
 WWW.P-SEC.CA

PROJECT NUMBER  
**14044**

PROFESSIONAL STAMP

MARTIN L. PIERCEY PE No.: 42950  
 P-SEC Co. No.: 2331

REVISIONS

No.	Description	Date
A	ISSUED FOR CONSTRUCTION	08.25.15

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CLIENT NUMBER  
**823754**

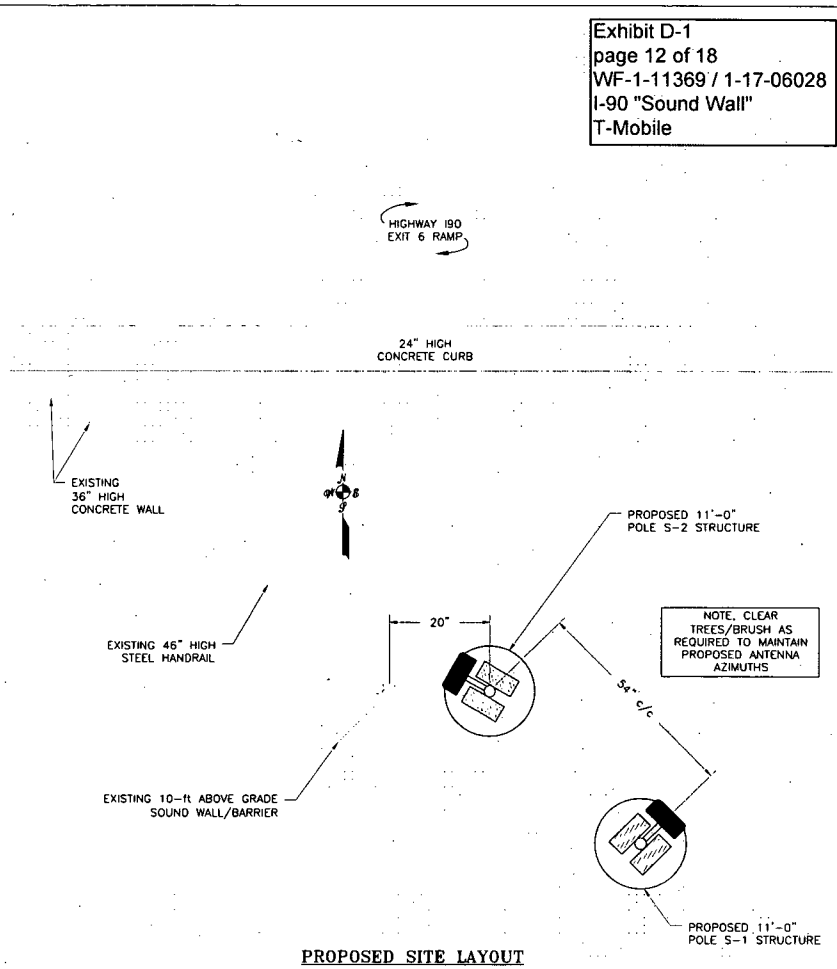
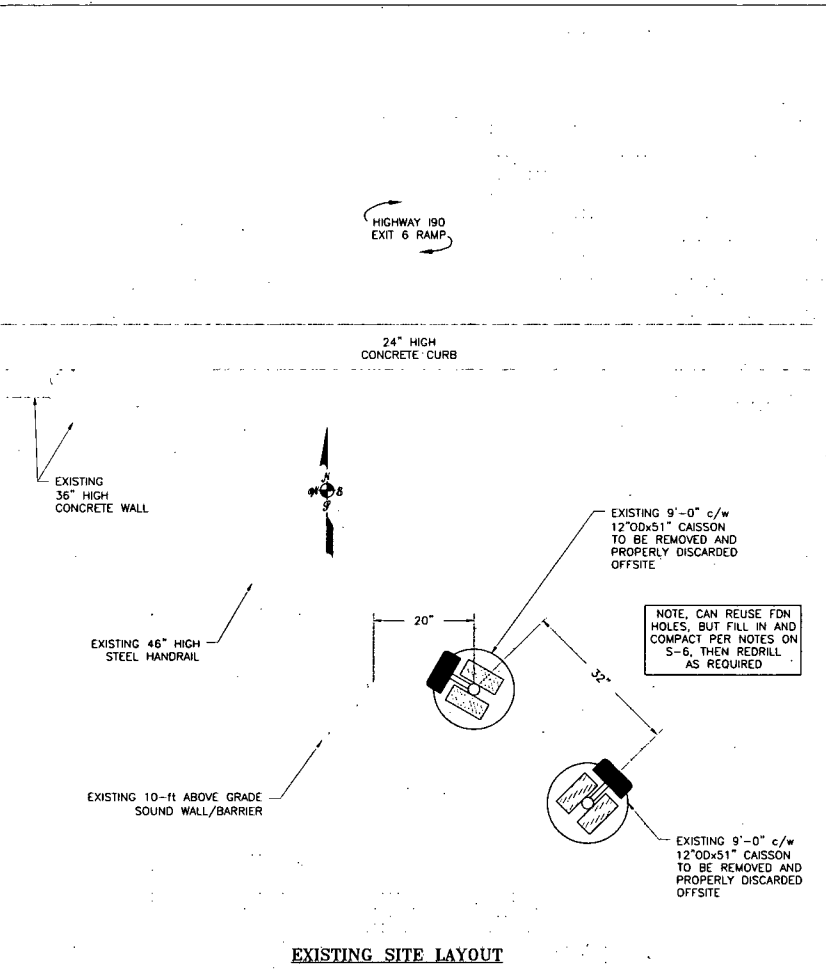
**DOT/I90 SOUND WALL  
 MERCER**

SITE ADDRESS  
**2250 60th AVE SE  
 MERCER ISLAND, WA  
 KING COUNTY**

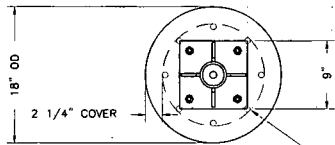
SITE DESIGN  
**TOWER REINFORCING**

SHEET TITLE  
**SITE LAYOUT**

DESIGNED BY <b>JJL</b>	CHECKED BY <b>MRH</b>	APPROVED BY <b>MP</b>	SHEET <b>S-5</b>
---------------------------	--------------------------	--------------------------	---------------------

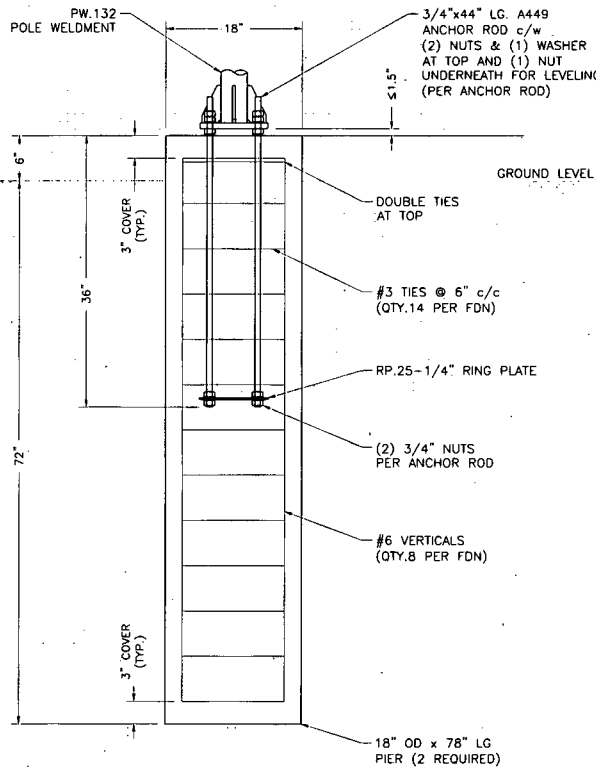


- NOTES:
- EXISTING SITE PLAN IS BASED UPON TOWER MAPPING REPORT PROVIDED BY TOWER ENGINEERING PROFESSIONALS (TEP), DATED 7/08/2013 ALONG WITH GOOGLE EARTH PRO STREET VIEW.
  - PROPOSED POLES TO REPLACE EXISTING POLES.



**ANCHOR ROD ORIENTATION**

3/4"x44" LG. A449 ANCHOR ROD (4 PER FOUNDATION)



**FOUNDATION SECTION  
(2 REQUIRED)**

BILL OF MATERIALS (2 STEEL POLES INSTALLATION)		
PART No.	DESCRIPTION	QTY
PW.132	POLE WELDMENT	2
RP.25	1/4" RING PLATE	2
--	3/4"x44" LG. A449 ANCHOR ROD c/w (5) NUTS AND (2) WASHERS	8

- HDG TOP 10" OF EACH ANCHOR ROD

CONTRACTOR SHALL COMPLETE ANY ADDITIONAL STATE OF WASHINGTON SITE SPECIFIC SEISMIC CONCRETE REINFORCING REQUIREMENTS IN ADDITION TO THE AS SHOWN MINIMUM REQUIREMENTS

CONTRACTOR SHALL ENSURE THAT THE TOP OF THE PROPOSED PIPES AND ANTENNAS ARE NOT GREATER THAN 2'-ft ABOVE THE ADJACENT SOUND WALL/BARRIER

**NOTES:**

- CONCRETE WORK SHALL BE IN ACCORDANCE WITH ACI-318 (LATEST EDITION). CONCRETE SHALL HAVE A MINIMUM 28 DAY STRENGTH OF 4000 PSI.
- ALL REINFORCING STEEL SHALL BE DEFORMED BILLET STEEL CONFORMING TO ASTM A-615, GRADE 60.
- ALL REINFORCING STEEL SHALL HAVE A MIN. THREE (3) INCHES CONCRETE COVERAGE.
- ALL REINFORCING STEEL AND ANCHOR RODS SHALL BE PROPERLY AND SECURELY WIRE TIED AND FORMED TO PREVENT MOVEMENT DURING POURING OF CONCRETE.
- IF REQUIRED, BACKFILL SHALL BE PLACED IN 6"-8" LIFTS AND COMPACTED 95% SPDD MIN. THE FILL MATERIAL SHALL BE FREE FROM LARGE ROCKS, WASTE, DEBRIS.
- GROUND LEADS MAY REQUIRE TEMPORARY SHORING (OR RELOCATION - FIELD VERIFY) DURING THIS MODIFICATION.
- FOUNDATION DESIGN BASED ON ANALYSIS BY PSEC, JOB# 14044 DATED AUGUST 25, 2015.
- FOUNDATION INFORMATION BASED ON TEP REPORT DATED 07/08/2013 (47887-6273) AND GEOTECHNICAL REPORT BY LSI ADAPT DATED 06/26/2001 (WA01-6474).

BAR LIST FOR REINFORCING STEEL (PER PIER)				
BAR LOCATION	BAR SIZE	TYPE	BENDING DIAGRAM	QTY REQ'D
PIER	#8	VERTICAL	72"	8
PIER	#3	CIRCULAR TIE		14

REBAR WIRE	AS REQUIRED
REBAR LOOP TIES	AS REQUIRED

POLE BASE LOADING		
MOMENT	AXIAL	SHEAR
4289 lb-ft	268 lbs	657 lbs

CLIENTS

**CROWN CASTLE**

CONCRETE PER  
**P-SEC**  
PIER STRUCTURAL ENGINEERING CORP  
55 NORTHFIELD DR. E. SUITE 188  
WATERLOO, ON N2K 3T8  
PH: 519-885-3008  
519-885-0078  
WWW.P-SEC.CA

PROJECT NUMBER  
**14044**

PROFESSIONAL STAMP

Exhibit D-1  
page 13 of 18  
WF-1-11369 / 1-17-06028  
I-90 "Sound Wall"  
T-Mobile

MARTIN L. PIERCEY PE No.: 42950  
P-SEC Co# No.: 2331

REVISIONS

No.	Description	Date
A	ISSUED FOR CONSTRUCTION	08.25.15

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CLIENT NUMBER: 823754  
**DOT/I90 SOUND WALL MERCER**

WE ADDRESS  
2250 60th AVE SE  
MERCER ISLAND, WA  
KING COUNTY

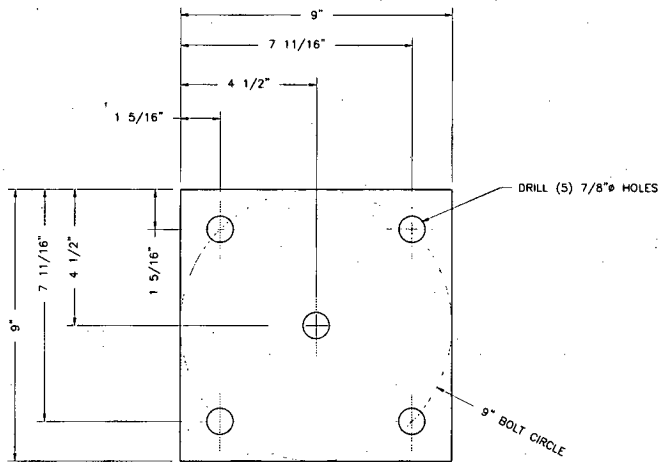
WE DESIGN  
**TOWER REINFORCING**

WEBSITE  
**POLE FOUNDATIONS**

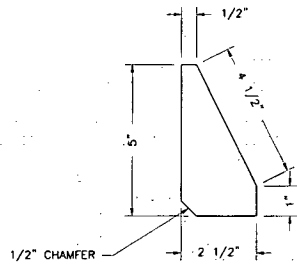
DRAWN BY: JJL  
CHECKED BY: MRH  
APPROVED BY: MP

SHEET  
**S-6**

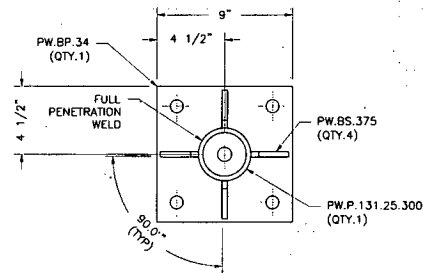
Exhibit D-1  
 page 14 of 18  
 WF-1-11369 / 1-17-06028  
 I-90 "Sound Wall"  
 T-Mobile



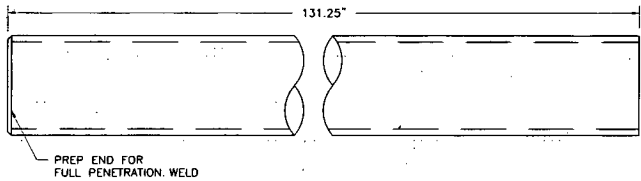
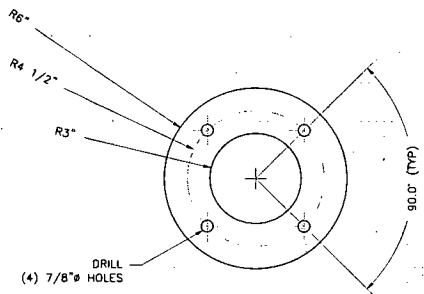
**PW.BP.34**  
 NAME: BASE PLATE  
 MATERIAL: 3/4" PLATE  
 GRADE: ASTM A36  
 FINISH: BLACK  
 QTY: 1 PER



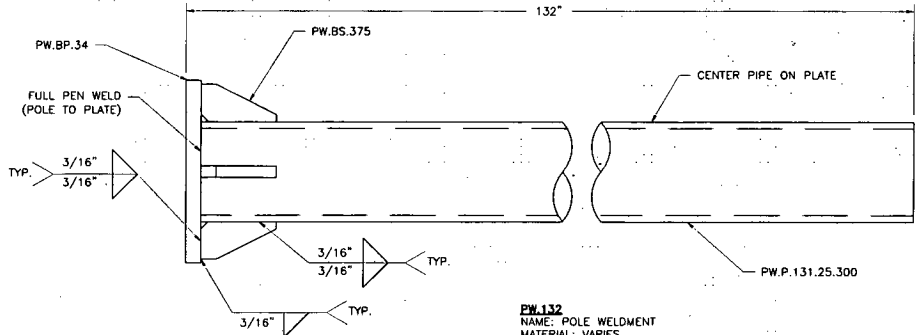
**PW.BS.375**  
 NAME: BASE STIFFENER  
 MATERIAL: 3/8" PLATE  
 GRADE: ASTM A36  
 FINISH: BLACK  
 QTY: 4 PER



**RP.25**  
 NAME: RING PLATE  
 MATERIAL: 1/4" PLATE  
 GRADE: ASTM A36  
 FINISH: BLACK  
 QTY: 2



**PW.P.131.25.300**  
 NAME: POLE  
 MATERIAL: 3.5" O.D. x 0.300THK (3 XS) PIPE  
 GRADE: A53-B-35  
 FINISH: BLACK  
 QTY: 1 PER



**PW.132**  
 NAME: POLE WELDMENT  
 MATERIAL: VARIES  
 FINISH: HDG  
 QTY: 2

CLIENTS

**CROWN CASTLE**

ENGINEERING FIRM

**P-SEC** PIER STRUCTURAL ENGINEERING CORP  
 55 NORTHFIELD DR. E. SUITE 108  
 WATERLOO, ON N2K3T8

PROJECT NUMBER: 14044

PROFESSIONAL ENGINEER

MARTH L. PIERCEY PE No.: 42950  
 P-SEC Co# No.: 2331

REVISIONS

No.	Description	Date
A	ISSUED FOR CONSTRUCTION	08.25.15

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CLIENT NUMBER: 823754  
 DOT/190 SOUND WALL - MERCER

OFF ADDRESS: 2250 60th AVE SE  
 MERCER ISLAND, WA  
 KING COUNTY

SITE DESIGN: TOWER REINFORCING

SHEET TITLE: PARTS

DRAWN BY: JLL  
 CHECKED BY: MRH  
 APPROVED BY: MP

SHEET: F-1

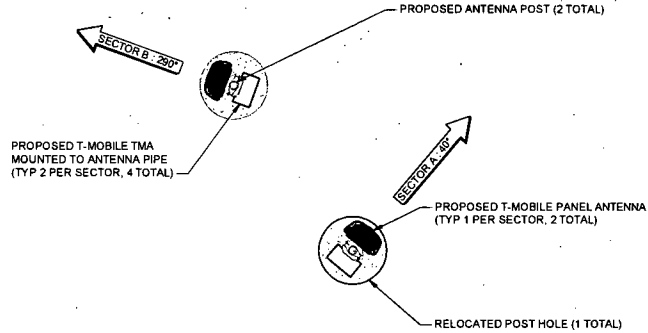
PARTS

SCALE: NTS

PROPOSED ANTENNA CONFIGURATION											
SECTOR	ANTENNA QUANTITY	AZIMUTH	MANUF.	MODEL #	RAD CENTER	ANTENNA SIZE	MECH TILT	COAX PER ANTENNA	COAX Ø	COAX LENGTH	
A	1	40°	COMMSCOPE	SBNHH-1D65C	15.0'	96.0'	0°	4	1.5/8"	192'	
SECTOR	ANTENNA QUANTITY	AZIMUTH	MANUF.	MODEL #	RAD CENTER	ANTENNA SIZE	MECH TILT	COAX PER ANTENNA	COAX Ø	COAX LENGTH	
B	1	290°	COMMSCOPE	SBNHH-1D65C	16.0'	96.0'	0°	4	1.5/8"	192'	
TASK SUBMITTED ON:								05/08/15	0	HYBRID	0'

**NOTE:**

- UPGRADE/REPLACE STANDARD PIPE(S) AS NEEDED
- LANDSCAPING WILL BE RESTORED TO LIKE CONDITION PRIOR TO CONSTRUCTION



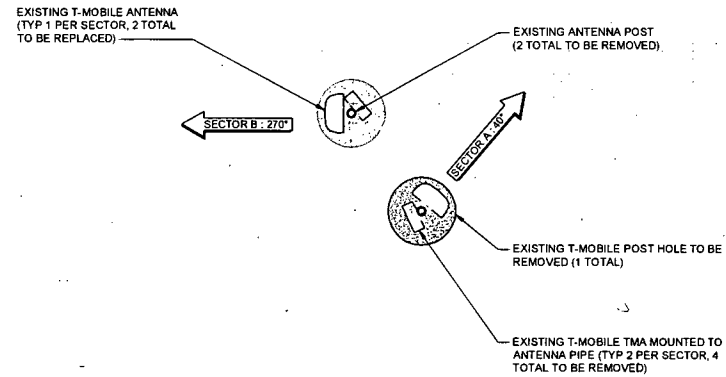
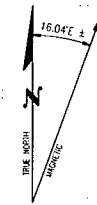
**PROPOSED ANTENNA CONFIGURATION**

22"x34" SCALE: 3/4" = 1'-0" 11"x17" SCALE: 3/8" = 1'-0"

2

EXISTING ANTENNA CONFIGURATION											
SECTOR	ANTENNA QUANTITY	AZIMUTH	MANUF.	MODEL #	RAD CENTER	ANTENNA SIZE	MECH TILT	COAX PER ANTENNA	COAX Ø	COAX LENGTH	
A	1	40°	ANDREW	TMBXX-6516-R2M	15.0'	59.5'	0°	4	1.5/8"	192'	
SECTOR	ANTENNA QUANTITY	AZIMUTH	MANUF.	MODEL #	RAD CENTER	ANTENNA SIZE	MECH TILT	COAX PER ANTENNA	COAX Ø	COAX LENGTH	
B	1	270°	ANDREW	TMBXX-6516-R2M	16.0'	59.5'	0°	4	1.5/8"	192'	
TASK SUBMITTED ON:								05/08/15	0	HYBRID	0'

Exhibit D-1  
page 15 of 18  
WF-1-11369 / 1-17-06028  
I-90 "Sound Wall"  
T-Mobile



**EXISTING ANTENNA CONFIGURATION**

22"x34" SCALE: 3/4" = 1'-0" 11"x17" SCALE: 3/8" = 1'-0"

1

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T-Mobile

**LDC** Architectural Engineering Structural Survey  
THE FINE ENGINEERING GROUP  
 16201 NE 200th St., #100 Ph: +252 886 1800  
 Waukesha, WA 98072 F: +252 882 2380  
 www.LDCcorp.com

DATE: 8-12-15  
 DRAWN BY: CLR  
 CHECKED BY: RBH

SUBMITTALS			
REV	DATE	DESCRIPTION	BY
1	8-12-15	PRELIMINARY CONSTRUCTION	RBH
2	8-27-15	PRELIMINARY CONSTRUCTION	RBH
3	8-27-15	FINAL CONSTRUCTION	RBH
4	10-2-15	REVISED FINAL CONSTRUCTION	RBH

REGISTERED ARCHITECT  
*Richard H. Hall*  
 RICHARD H. HALL  
 STATE OF WASHINGTON

SITE  
 SE03853D  
 DOT190 SOUND WALL MERCER  
 2250 60TH AVE SE  
 MERCER ISLAND, WA 98040

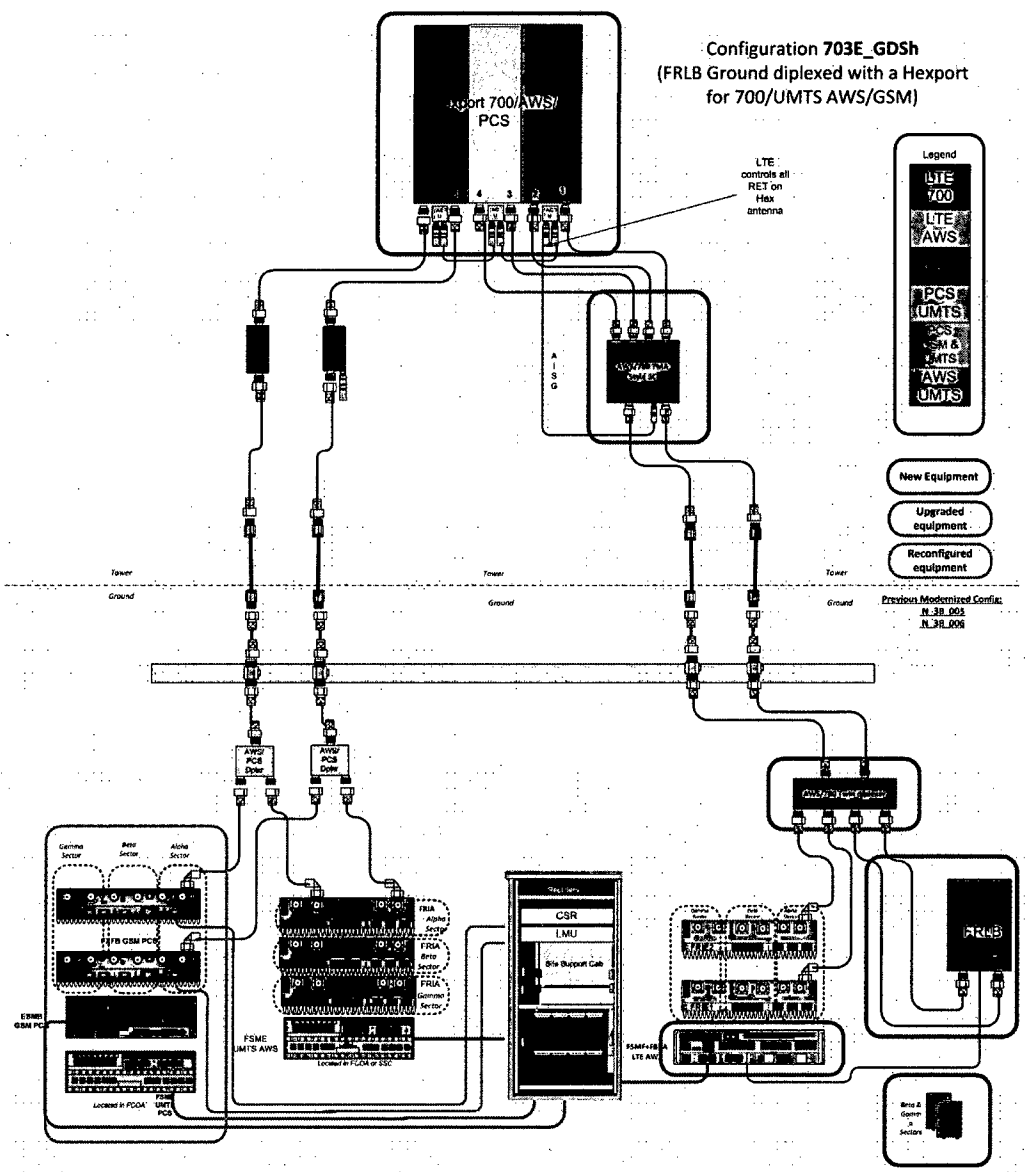
SHEET TITLE  
 ANTENNA CONFIGURATION

SHEET NUMBER  
**RF-1.0**

Drawing: P:\31015\lexcom\1510-e1 Ocean Cable - SE03853D - DOT 190 Sound Wall\Crowm\1510-e1\RF-1.0.dwg Plotter: Oct 02, 2015 - 1:57pm  
 CROWN SITE ID # 03375-DOT190 SOUND WALL MERCER

Configuration 703E\_GDSH  
(FRLB Ground dplexed with a Hexport  
for 700/UMTS AWS/GSM)

Exhibit D-1  
page 16 of 18  
WF-1-11369 / 1-17-06028  
I-90 "Sound Wall"  
T-Mobile



NSN CONFIGURATION DIAGRAM  
22"x34" SCALE: N.T.S. 11"x17" SCALE: N.T.S.

1

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T-Mobile

**LDC** Architectural  
Engineering  
Structural  
Survey  
THE LDC ENGINEERING GROUP  
1201 NE 20th St, #100 Ph: 425.405.1446  
Woodinville, WA 98072 Fa: 425.442.7882  
www.LDCorp.com

DATE: 8-12-15  
DRAWN BY: CLR  
CHECKED BY: RBH

REV	DATE	DESCRIPTION	BY
1	8-12-15	PRELIMINARY CONSTRUCTION	KBP
2	8-27-15	PRELIMINARY CONSTRUCTION	RBH
3	8-27-15	FINAL CONSTRUCTION	KBP
4	10-2-15	REVISED FINAL CONSTRUCTION	RBH

1921 REGISTERED  
ARCHITECT  
*Richard Hall*  
RICHARD HALL, P.L.L.C.  
STATE OF WASHINGTON

SITE  
SE03853D  
DOT/190 SOUND WALL MERCER  
2250 60TH AVE SE  
MERCER ISLAND, WA 98040

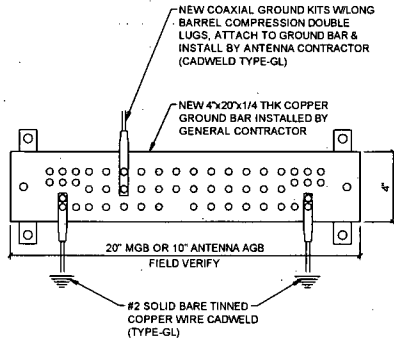
SHEET TITLE  
ANTENNA CONFIGURATION

SHEET NUMBER  
RF-2.0

Drawing: P:\3015\\_\person\15-441\_Cyan\_Gdsh - 503853D - DOT 190 Sound Wall\Construction\544100-402-04.dwg, Project: 01.02.2015 - 1:07pm

CROWN SITE ID # 823754 DOT/190 SOUND WALL MERCER



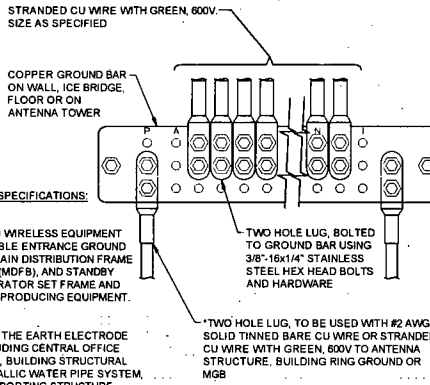


**NOTE**  
COAT ALL MECHANICAL CONNECTIONS WITH "NOOX" OR APPROVED EQUAL

**GROUND BAR**

22"x34" SCALE: 3/16" = 1'-0"    11"x17" SCALE: 3/32" = 1'-0"

**6**



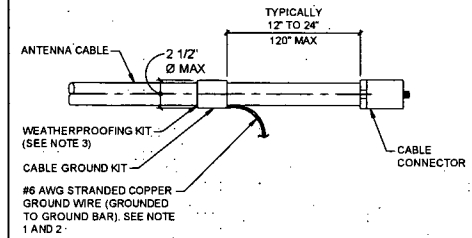
**NOTE**  
\*GROUND BARS AT BOTTOM OF TOWERS OR MONOPOLES SHALL USE EXOTHERMIC CONNECTION.

**GROUND BAR CONNECTION**

22"x34" SCALE: 1" = 1'-0"    11"x17" SCALE: 1/2" = 1'-0"

**5**

Exhibit D-1  
page 18 of 18  
WF-1-11369 / 1-17-06028  
I-90 "Sound Wall"  
T-Mobile



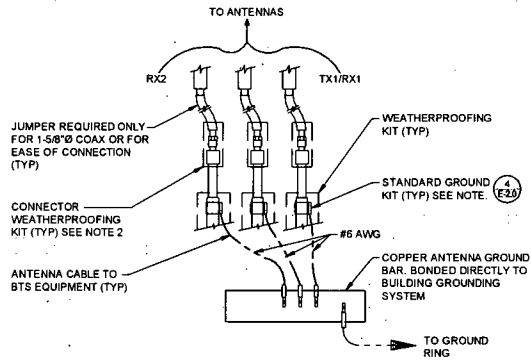
**NOTES**

- DO NOT INSTALL CABLE GROUND KIT AT A BEND AND ALWAYS DIRECT GROUND WIRE DOWN TO GROUND BAR.
- GROUNDING KIT SHALL BE ANDREW SUREGROUND TYPE KIT WITH TWO HOLE LUG.
- WEATHERPROOFING SHALL BE TWO-PART TAPE KIT. COLD SHRINK SHALL NOT BE USED.

**CABLE GROUNDING DETAIL**

22"x34" SCALE: 2" = 1'-0"    11"x17" SCALE: 1" = 1'-0"

**4**



**NOTES**

- DO NOT INSTALL CABLE GROUND KIT AT A BEND AND ALWAYS DIRECT GROUND WIRE DOWN TO ANTENNA GROUND BAR.
- WEATHERPROOFING SHALL BE ANDREWS. (TYPE AND PART NUMBER AS SUPPLIED OR RECOMMENDED BY CABLE MANUFACTURER.)

**ANTENNA GROUND BAR**

22"x34" SCALE: 1-1/2" = 1'-0"    11"x17" SCALE: 3/4" = 1'-0"

**3**

**NOT USED**

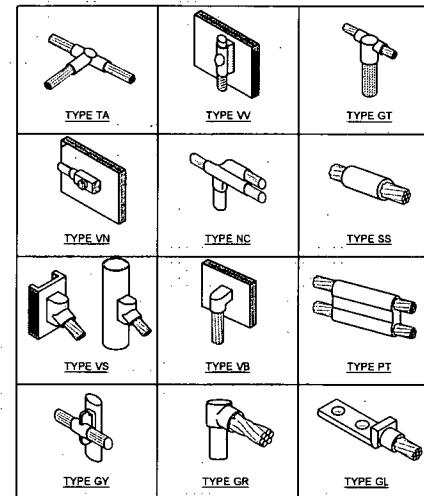
22"x34" SCALE: N.T.S.    11"x17" SCALE: N.T.S.

**2**

**TYPICAL CALDWELD CONNECTIONS**

22"x34" SCALE: N.T.S.    11"x17" SCALE: N.T.S.

**1**



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T-Mobile

**LDC** Arch/Recltural Engineering Structural Survey  
THE LDC ENGINEERING GROUP  
14201 WILSON BLVD, #1000 PHOENIX, AZ 85026  
PH: 480.948.1880 FAX: 480.948.2883  
www.LDCcorp.com

DATE: 8-12-15  
DRAWN BY: CLR  
CHECKED BY: RBH

REV	DATE	DESCRIPTION	BY
1	8-12-15	PRELIMINARY CONSTRUCTION	RBH
2	8-27-15	PRELIMINARY CONSTRUCTION	RBH
3	8-31-15	FINAL CONSTRUCTION	RBH
4	10-2-15	REVISED FINAL CONSTRUCTION	RBH

REGISTERED ARCHITECT  
*Richard J. Hall*  
RICHARD J. HALL  
STATE OF WASHINGTON

SITE  
SE03853D  
DOT/190 SOUND WALL MERCER  
2250 60TH AVE SE  
MERCER ISLAND, WA 98040

SHEET TITLE  
GROUNDING DETAILS

SHEET NUMBER  
**E-2.0**

8/20/15, 1:44 PM, 15550 - 801 885 Sound Wall Grounding Construction, 14201 Wilson Blvd, Phoenix, AZ 85026

GROUND SITE ID # 823754 DOT/190 SOUND WALL MERCER



PROJECT LOCATED AT:  
2250 60th Ave SE  
Mercer Island, WA

DURATION OF WORK  
APPROXIMATELY TBD

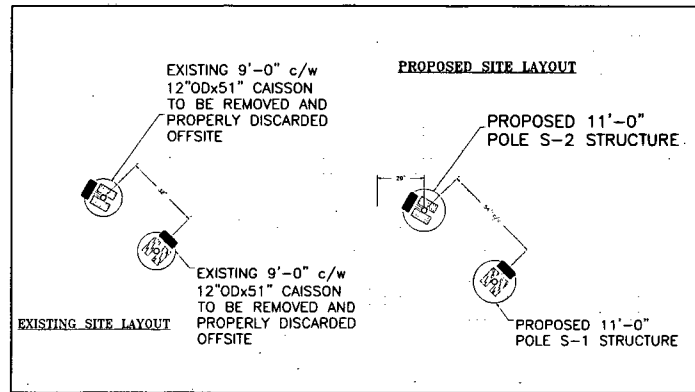
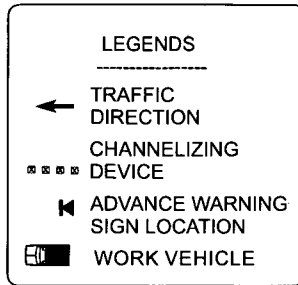
HOURS OF OPERATION  
M-F, 9AM-3PM

SITE NUMBER:  
SE03853D

SITE NAME:  
DOT/I90 Sound Wall Mercer

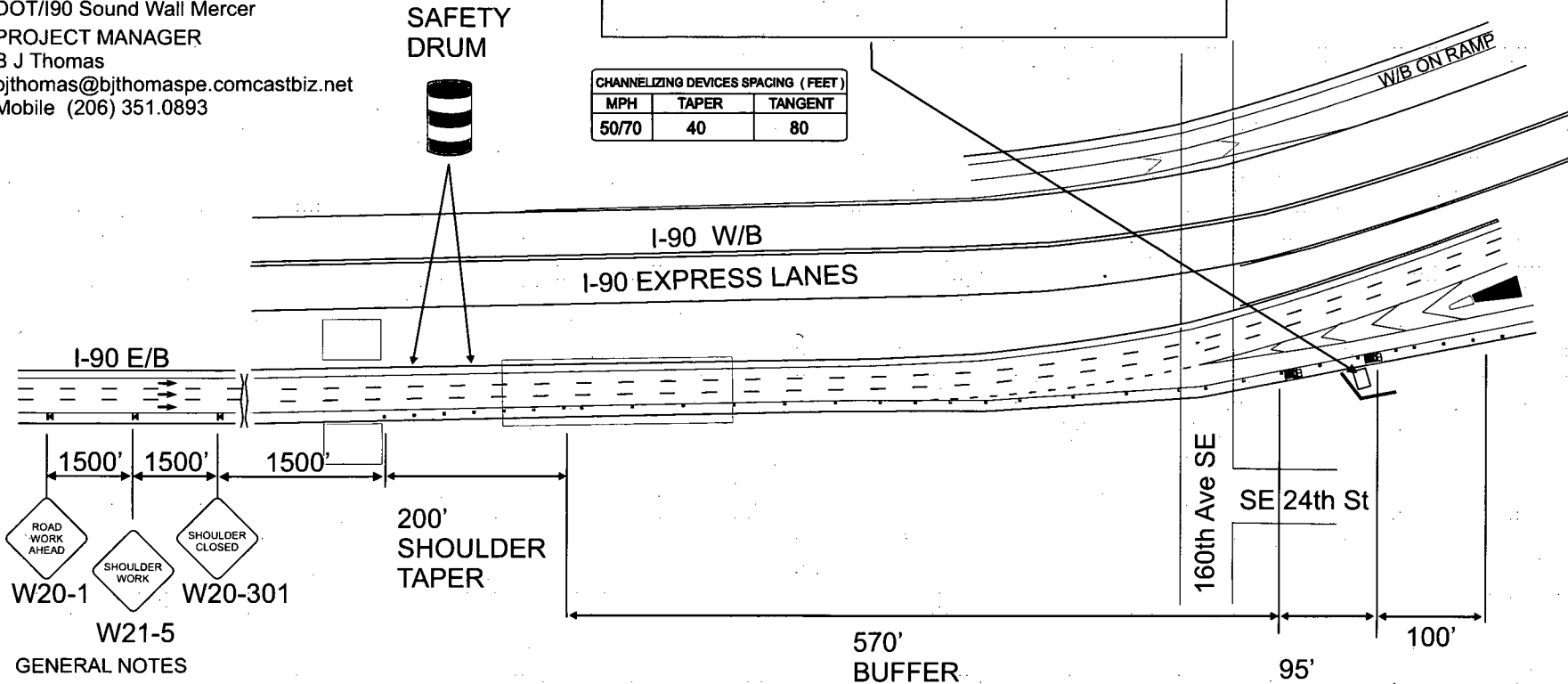
PROJECT MANAGER  
B J Thomas

[bjthomas@bjthomaspe.comcastbiz.net](mailto:bjthomas@bjthomaspe.comcastbiz.net)  
Mobile (206) 351.0893



NOT TO SCALE  
TRAFFIC CONTROL PLAN #1 OF 1  
STREET USE PERMIT #  
EASTBOUND SHOULDER CLOSURE  
REASON: T-MOBILE PROPOSED POLES TO REPLACE EXISTING POLES

CHANNELIZING DEVICES SPACING (FEET)		
MPH	TAPER	TANGENT
50/70	40	80



**GENERAL NOTES**

1. ALL SIGNS AND SPACING SHALL CONFORM TO THE MUTCD AND BE NCHRP 350 APPROVED.
2. DEVICES SHALL NOT ENCR OACH INTO ADJACENT LANES.
3. ALL SIGNS 48"X48" B/O

TRAFFIC CONTROL SERVICES  
FELIPE J. MACIAS, TCS #008890  
[jack@trafficcontrolservices.net](mailto:jack@trafficcontrolservices.net)  
OFFICE # (425) 658.3656  
FEBRUARY 08, 2016

**AGREEMENT TO RELOCATE FACILITIES**

COPY -  
Cydley took  
to Mercer  
Island  
6/10/02

**THIS AGREEMENT TO RELOCATE FACILITIES** ("Agreement") is entered into as of this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ between the City of Mercer Island (the "City"), and VoiceStream PCS III Corporation, a Delaware corporation ("VoiceStream") (individually the "Party", collectively the "Parties").

**WHEREAS**, VoiceStream has received permission for the City for the placement of a wireless communications facility (the "Facilities") on the property located on the I-90 Right of Way in King County, specifically on Mercer Island, (the "Property") more particularly described in Exhibit A attached hereto; and

**WHEREAS**, the City has identified that a water main is currently running across the Property, near or under the Facilities placement, and the placement of the Facilities may impede the repair or replacement of the water main; and

**WHEREAS**, as part consideration of the granting of the placement of the Facilities on the Property, the City requires VoiceStream develop a mitigation plan so that placement of the Facilities does not increase the costs to the City for the repair or replacement of the water main;

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

**1. Grant.**

- (a) **Construction.** The City shall, subject to VoiceStream obtaining all required permits and approvals, grant VoiceStream the right to construct the Facilities on the Property as set forth in Exhibit B (the "Construction"). The Construction shall be at VoiceStream's sole cost and expense and subject to City inspections. The City shall have the right, but not the obligation, to have an observer on site to monitor the Construction.
- (b) **Removal.** VoiceStream understands and agrees to the following: (i) in the event of a water main failure, VoiceStream shall remove the Facilities within five (5) calendar days of written notice from the City, or within a shorter time frame if commercially reasonable; (ii) in the event of scheduled replacement of the water main or other non-emergency repair, VoiceStream shall remove the Facilities within sixty (60) calendar days of written notice from the City; (iii) in either event if VoiceStream fails to remove the Facilities within the prescribed time frame, the City may remove the Facilities at VoiceStream's sole cost and expense.
- (c) **Move.** In the event the City requires VoiceStream to permanently move the location of the Facilities, the City shall reasonably cooperate to re-locate the Facilities at a different location on the Property. The City shall also cooperate, as where practicable

and subject to applicable zoning, to allow VoiceStream to locate a temporary facility in the immediate vicinity until a new permanent facility is operational.

(d) **Permit.** VoiceStream understands and agrees that in order to place the Facilities on the Property, VoiceStream must complete the City's Design Review process (Mercer Island City Code 19.06.040), obtain a street use permit and/or a right of way encroachment agreement and all other required permits (the "Permit") from the City, and that the execution of this document imposes no obligation on the City to issue any Permit. Additionally, temporary relocation of said Facilities described in paragraph 1(c) shall require similar approvals.

2. **Term.** The term of this Agreement shall be concurrent with term of the Wireless Communications Site Lease between VoiceStream and the Washington State Department of Transportation (WADOT inventory control # IC#1-17-06028) for the site known as DOT/I-90 Sound Wall, with reference date of May 14, 2002.

3. **Insurance.**

(a) VoiceStream shall maintain at its own cost and expense, the following insurance coverage in full force during the duration of this Agreement: (i) a commercial general liability policy covering liability, including, but not limited to: Public Liability, Contractual Liability, Personal Injury, Bodily Injury, and Property Damage, in an amount not less than one million dollars (\$1,000,000.00) per occurrence and in aggregate (and shall include loss of use due to property damage); (ii) an excess/umbrella liability coverage of not less than two million dollars (\$2,000,000.00) per occurrence and in aggregate; (iii) automobile liability insurance in an amount not less than one million dollars (\$1,000,000.00). VoiceStream shall provide workers compensation with minimum state limits and employer's liability not less than one million dollars (\$1,000,000.00).

(b) VoiceStream shall provide for the City to be an additional insured on the commercial general liability and excess/umbrella liability policies referenced above, and shall endeavor to provide thirty (30) days prior written notice of any cancellation or non-renewal of, the insurance policies listed in this Agreement. In the event of cancellation or renewal of the referenced policy, VoiceStream agrees to obtain a new policy naming the City as an additional insured in the same policy limits.

(c) All insurance shall be placed with insurance companies licensed to do business in the state of Washington and with a Best's Insurance guide rating of A:VII or better.

4. **Hold Harmless.** VoiceStream agrees to defend, hold harmless and indemnify the City from claims arising from VoiceStream's activities on the Property related to the construction, removal, relocation, and appurtenant activities including any damage the Facilities may cause to the water main, related support structures, street or subgrade construction, except to the extent that such injury or damage is caused by the negligence or intentional acts of the City or any of its employees, agents or contractors. In no event shall either party be held liable for

any claim for consequential, incidental, punitive, or economic damages or lost profits as to the other party. Additionally, VoiceStream shall be liable for all damages to streets, utilities, Interstate 90 facilities, private property, and any other improvements if the existence of the Facilities significantly impacted the City's ability to repair a water main failure.

5. **No Joint Venture.** Nothing in this Agreement shall be construed as creating a joint venture between the Parties.
6. **Notices.** All notices, requests, demands and other communications hereunder shall be in writing and shall be deemed given if (i) personally delivered, (ii) by nationally recognized overnight courier, or (iii) mailed, certified mail, return receipt requested, to the following addresses:

**VoiceStream:**

VoiceStream PCS III Corp.  
12920 SE 38<sup>th</sup> St.  
Bellevue, Washington 98006  
Attention: Legal Department

**with copies, which shall not  
constitute notice to:**

VoiceStream PCS III Corp  
19807 N. Creek Parkway North  
Bothell, WA 98011  
Attention: lease Administrator

**City:**

City of Mercer Island  
9611 SE 36<sup>th</sup> Street  
Mercer Island, WA 98040  
Attention: City Engineer

7. **Governing Law.** This Agreement and the performance thereof shall be governed, interpreted, and construed and regulated by the laws of the state of Washington.
8. **Entire Agreement.** The Agreement constitutes the entire agreement and understanding of the parties, and supercedes all offers, negotiations, and other agreements with respect to the subject matter contained herein. Any modification hereto shall be made in writing and executed by both parties.
9. **Severability.** If any term of this Agreement is found to be void or invalid, such invalidity shall not affect the remaining terms of this Agreement, which shall continue in full force and effect.
10. **Assignment.** VoiceStream may assign, upon written notice and acceptance by the City, to any entity which is a parent, affiliate, subsidiary, or purchaser of all or substantially all of VoiceStream's assets.

///

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their respective duly authorized representatives as of the day and year first above written.

The City of Mercer Island  
a Washington Municipal  
corporation

By: \_\_\_\_\_

Name: Richard M. Conrad

Its: City Manager

VoiceStream PCS III Corporation,  
a Delaware corporation.

By:  \_\_\_\_\_

Name: Bryon Gunnerson

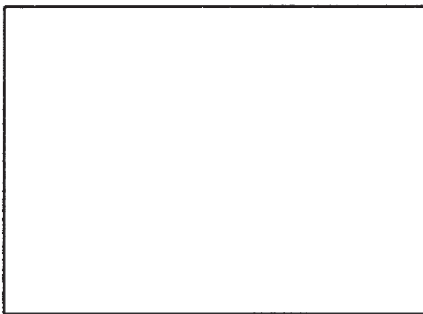
Its: Vice President, West Region Operations

  
Approved as to form  
\_\_\_\_\_  
Regional Counsel

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

Dated: \_\_\_\_\_



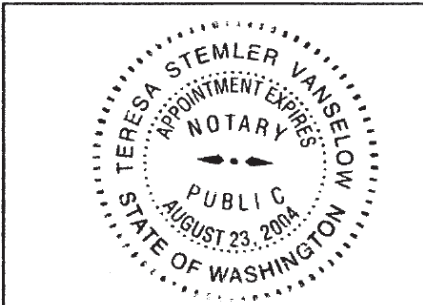
(Use this space for notary stamp/seal)

\_\_\_\_\_  
Notary Public  
Print Name \_\_\_\_\_  
My commission expires \_\_\_\_\_

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF King )

I certify that I know or have satisfactory evidence that Bryan Gunnerson 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 VP - West Region of VoiceStream PCS III Corporation to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: 6-7-02



(Use this space for notary stamp/seal)

Teresa Stemler Vanselow  
Notary Public  
Print Name TERESA STEMLER - VANSELOW  
My commission expires 8/23/04

**Exhibit A**

**Description of Property**

**See Attached**

Thence South 00° 47'47" East 16.03 feet;  
Thence North 80° 22'22" East 68.12 feet;  
Thence South 54° 37'37" East 5.94 feet;  
Thence North 80° 22' 23" East 9.90 feet;  
Thence North 35° 0 22'23" East 5.95 feet;  
Thence North 82° 37'40" East 24.83 feet;  
Thence South 36° 53'07" East 17.71 feet;

Thence North 53° 06'53" East 6.00 feet, more or less, to the face of an existing concrete retaining wall thence through the following courses and distances along the centerline of said wall:

Thence South 32° 37'40" West 30.96 feet;  
Thence South 35° 22'23" West 6.09 feet;  
Thence South 80° 22'23" West 4.93 feet;  
Thence North 54° 37'37" West 5.94 feet;

of the legal description.

And

Together with non-exclusive right of way easement and easement of utility corridor

That portion of the Northeast quarter of the Northeast quarter of Section 11, Township 24 North, Range 4 East, W.M.

Commencing at a tack in 2 inch diameter concrete monument or base located at the centerline intersection of 60th Avenue Southeast and Southeast 14th Street,

Thence North 00° 07'00" East 59.82 feet along the centerline of said 60th Ave;  
Thence South 89° 53'00" East 37.97 feet to the true point of beginning;

Thence North 00° 07'00" East 10.07 feet;

asphalt path;

Thence North 36° 53'07" West 17.71 feet;

retaining wall

Thence North 53° 06'53" East 6.00 feet to the toe of said wall

Thence South 82° 37'40" East 24.83 feet to the southerly side of

Thence North 82° 37'40" West 24.83 feet to the true point of beginning and to the terminus of this legal description.

to the centerline of said road, and along the centerline of said road

**Exhibit B**

**Construction**

**See Attached**

VoiceStream

Inventory Control No. IC # 1-17-06028

AA-1-11369

May 14<sup>th</sup>, 2002

**AIRSPACE LEASE FOR COMMUNICATION FACILITIES**

**(Ground Rental Only)**

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**AIRSPACE LEASE FOR COMMUNICATION FACILITIES**  
**(Ground Rental Only)**

This LEASE FOR COMMUNICATION FACILITY (hereinafter Lease) is made this 4<sup>th</sup> day of JUNE, 2002, between the WASHINGTON STATE DEPARTMENT OF TRANSPORTATION (WSDOT), acting in the capacity of landlord, and VoiceStream ~~Wireless~~ Corporation (TENANT). PCS III

WHEREAS, WSDOT owns real property depicted on **Exhibit A**, attached hereto and by this reference made a part hereof, for which the use of a part of said real property for wireless communication purposes has been determined to be compatible with highway operation and maintenance; and

WHEREAS, the property to be leased to the TENANT pursuant to this Lease is a portion of the real property shown on **Exhibit A**, attached hereto; and

WHEREAS, the premises to be leased by the TENANT are not presently needed for highway purposes; and

WHEREAS, WSDOT is granted authority to lease the real property under RCW 47.12.120; and

NOW, THEREFORE, in consideration of the terms, conditions, covenants and performances contained herein, IT IS MUTUALLY AGREED AS FOLLOWS:

1. **Premises.** WSDOT is the owner of property located in the I-90 right of way in the County of King, State of Washington. A portion of the right of way is depicted in **Exhibit A** attached hereto. WSDOT hereby leases to TENANT and TENANT hereby leases from WSDOT, that portion of the right of way shown hachured on **Exhibit A**, attached hereto, and as more particularly described in **Exhibit B**, attached hereto and by this reference made a part hereof (Premises), together with the access rights as described in **paragraph 5** herein.

2. **Permitted Use.** The Premises may be used by TENANT only for the installation, operation, maintenance, upgrading and removal of unstaffed personal communications equipment and related telecommunications activities for which TENANT is legally authorized to provide (Communications Facility). TENANT shall not use the Premises for any other purposes without the prior written consent of WSDOT. The Communication Facility on the Premises shall consist of those items shown on **Exhibit D**, attached hereto and by this reference made a part hereof.

3. **Utility Improvements.**

A. TENANT shall comply with the WSDOT Utilities Manual and Accommodation Policy set forth at Ch. 468-34 WAC, and any amendments thereto.

B. TENANT shall assure that all necessary Franchises and Permits are obtained from WSDOT and maintained for the duration of this lease prior to accessing the premises and shall comply with all terms and conditions contained therein..

4. **Traffic Control.** At all times during the term of this Lease, TENANT shall adhere to the Traffic Control Plan attached hereto as **Exhibit E** and by this reference made a part hereof.

5. **Access.**

A. TENANT shall obtain the appropriate permit prior to accessing the Premises and shall comply with the terms and conditions contained therein.

B. TENANT's Access to the Premises shall be at the location(s) indicated on the Access Plan attached hereto as **Exhibit F** and by this reference made a part hereof.

C. TENANT may access the Premises at the locations indicated on the attached Access Plan twenty-four (24) hours a day, seven (7) days a week for maintenance and operation of TENANT's Communication Facility; In the event of an emergency, such as, but not limited to, road failure, evacuation, natural disasters, hazardous substance spills, fatal accidents and special events, TENANT's access may, at the Washington State Patrol (WSP) or WSDOT's discretion, be limited or temporarily terminated; Provided further, that any limitation/temporary termination in TENANT's access shall be restored as soon as the circumstances shall allow, as determined by WSDOT.

6. **Permits.** TENANT shall secure all necessary federal, state and local licenses and permits at its sole expense. WSDOT hereby authorizes TENANT to make any and all applications and/or submissions necessary to obtain all licenses and permits (Government Approvals) from all applicable governmental and/or regulatory entities required for construction of wireless communications facilities on the Premises. To the extent authorized by law, WSDOT agrees to cooperate with TENANT, at no cost to WSDOT other than administrative costs, in the submission and/or processing of any such applications, and agrees to execute any documents, applications, or other submissions required therefor. To the extent authorized by law, WSDOT further agrees to take no action that will inhibit, impede or delay TENANT's ability to obtain said Governmental Approvals.

7. **Non-interference.**

A. TENANT shall not use the Premises or access areas in any way which materially interferes with the use of the adjacent WSDOT property or WSDOT's authorized use of the Premises. Similarly, WSDOT shall not use, nor shall WSDOT permit its tenants, employees, or agents to use, any portion of WSDOT's property in any way which materially interferes with the operations of TENANT authorized by this Lease. Such interference shall be terminated immediately upon notice by the other party. In the event any such interference does not cease promptly, the parties acknowledge that continuing interference may cause irreparable injury and, therefore, the injured party

shall have the right to bring an action to enjoin such interference or to terminate this Lease immediately upon written notice.

B. Such interference shall include, but not be limited to, any other use on the Premises that causes electronic or physical interference or obstruction, or degradation of WSDOT's communications uses and/or radio signals.

8. **Term.** The term of this Lease shall be five (5) years, commencing upon execution of this Lease by WSDOT (Anniversary Date), and terminating at 11:59 p.m. on the last day of the month in which the sixth (6th) Anniversary Date shall have occurred.

9. **Renewal.** This Lease may be renewed by the TENANT for three additional five (5) year periods (Renewal Period); Provided that, (a) the TENANT is not in default and has not been in default during the term of this Lease, and (b) there is no public need for the Premises; (c) TENANT's use under this lease does not impair the safety or operation of WSDOT's highway or facility, as determined by WSDOT, and (d) the terms and conditions of this Lease conform to then existing state policies or practice, laws, regulations and contracts, or TENANT is willing to amend this Lease to bring it into compliance with such policies, practices, laws, regulations, and contracts. The Renewal Period shall be on the same terms and conditions as set forth herein, except as modified by any changes in policy, practice, laws, regulations or contracts and as reflected in a written amendment signed by both parties. TENANT shall give notice of its intent to renew this Lease for the Renewal Period at least ninety (90) days prior to the expiration of this Lease, or any extension thereof.

10. **Condemnation.** The Premises shall not be considered as part of or as contributing to the use of any adjoining or other properties owned, used, or controlled by the TENANT in the event such other property or property rights of the TENANT are subject to condemnation subsequent to the execution of this Lease.

11. **Termination by WSDOT.**

A. WSDOT may terminate this Lease, without penalty or further liability as follows:

(1) upon fifteen (15) days written notice to TENANT, if TENANT fails to cure a default for payment of amounts due under this Lease within that 15-day period;

(2) upon thirty (30) days written notice to TENANT, if TENANT defaults, other than non payment of rent, and fails to cure such default within that 30-day period, or such longer period, as may be reasonably determined by WSDOT, if TENANT is diligently working to cure the default;

(3) immediately, upon written notice, if WSDOT is required by court order, by legislative action or by a governmental agency having jurisdiction, to take some action which would effectively prohibit TENANT's use of the Premises;

(4) immediately, upon written notice, if a receiver is appointed to take possession of TENANT's assets, the TENANT makes a general assignment for the benefit of creditors, or the TENANT becomes insolvent or takes or suffers action under the Bankruptcy Act; or

(5) upon 180 days notice, unless an emergency exists, as determined by WSDOT, then immediately, if WSDOT determines that it is in the best interest of the state of Washington to terminate this Lease.

B. Waiver or acceptance of any default of the terms of this Lease by WSDOT shall not operate as a release of the TENANT's responsibility for any prior or subsequent default.

C. If TENANT defaults on any provision in this Lease, such as, but not limited to, the timely payment of rent, three times within a twelve (12) month period, then the third default shall be deemed "non-curable" and this Lease may be terminated by WSDOT on thirty (30) days notice.

**12. Termination by TENANT.**

A. TENANT may terminate this Lease without penalty or further liability as follows:

(1) upon thirty (30) days written notice for any reason within the sole discretion of the TENANT;

(2) upon thirty (30) days written notice, if WSDOT defaults and fails to cure such default within that 30-day period, or such longer period, as may be reasonably determined by TENANT, if WSDOT is diligently working to cure the default;

(3) immediately, upon written notice, if in TENANT's judgment the Premises is destroyed or damaged so as to substantially and adversely affect the effective use of the Communications Facility.

(4) at the time title to the Premises transfers to a condemning authority, if there is a condemnation of all or part of the Premises, including a sale of all or part of the Premises to a purchaser with the power of eminent domain in the face of the exercise of the power. In such event, each party shall be entitled to pursue their own separate awards with respect to such taking.

B. All Rent pre-paid for the Premises by the TENANT prior to the termination date shall be retained by WSDOT; Provided that, TENANT shall be entitled to a pro rata refund of pre-paid Rent in the event WSDOT terminates this Lease as provided in 11.A.(5) above, or TENANT terminates pursuant to 12.A.(2) or 12.A. (3) above.

**13. Rent.**

A. On or before the first day of each calendar month during the entire term of this Lease, TENANT shall pay to WSDOT as rent [REDACTED]

[REDACTED] Rent for any fractional month at the beginning or at the end

of the Term or Renewal Period shall be prorated. Rent shall be payable to WSDOT at: DEPARTMENT OF TRANSPORTATION, Attn.: Real Estate Services, PO Box 47339, Olympia, WA 98504-7339.

B. The receipt of any Rent by WSDOT, with knowledge of any breach of this Lease by TENANT, or of any default on the part of the TENANT 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.

14. **Rent Adjustments.** Rent will be adjusted annually throughout the term of this lease beginning one year from the Anniversary Date of this lease by the greater of either [REDACTED]

[REDACTED]

Rent will be adjusted at the beginning of any Renewal Period using the WSDOT Rate Schedule for Wireless Communication Leases in effect on the effective date of the renewal, provided that if no such Rate Schedule is in effect, then rent will be adjusted to market rent, using the appraisal process. Rent adjustments will continue throughout any Renewal Period in the same manner and on the same basis as during the original lease term.

15 **Charge for Late Payment.** If any sums payable to WSDOT under this Lease are not received by the fifth (5th) day of each month, TENANT shall pay WSDOT, in addition to the amount due, for the cost of collecting and handling such payment, [REDACTED]

[REDACTED] In addition, all delinquent sums payable by TENANT to WSDOT and not paid within five (5) days of the due date shall, at WSDOT's option, bear interest at the rate of [REDACTED]

[REDACTED] highest rate allowable by law is [REDACTED] interest charged hereunder shall not exceed that amount. Interest on all delinquent amounts shall be calculated from the original due date to the date of payment. Also there shall be a charge for any check returned uncollectable in accordance with WAC 468-20-900. WSDOT and TENANT agree that such charges represent a fair and reasonable estimate of the costs incurred by WSDOT by reason of late payments and uncollectable checks.

WSDOT's acceptance of less than the full amount of any payment due from TENANT, shall not be deemed an accord and satisfaction, waiver, or compromise of such payment unless specifically agreed to in writing by WSDOT.

16. **Nonapplicability of Relocation Benefits.** The TENANT acknowledges that the signing of this Lease does not entitle the TENANT to assistance under the Uniform Relocation and Real Property Acquisition Policy (Ch. 8.26 RCW).

17. **Encumbrances.** TENANT shall not encumber the Premises.

**18. Environmental Laws.**

A. TENANT represents, warrants and agrees that it will conduct its activities on and off the Premises in compliance with all applicable environmental laws. As used in this Lease, Environmental Laws means all federal, state and local environmental laws, rules, regulations, ordinances, judicial or administrative decrees, orders, decisions, authorizations or permits, including, but not limited to, the Resource Conservation and Recovery Act, 42 U.S.C. §§ 6901, et seq., the Clean Air Act, 42 U.S.C. §§ 7401, et seq., the Federal Water Pollution Control Act, 33 U.S.C. §§ 1251, et seq., the Emergency Planning and Community Right to Know Act, 42 U.S.C. §§ 1101, et seq., the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§ 9601, et seq., the Toxic Substances Control Act, 15 U.S.C. §§ 2601, et seq., the Oil Pollution Control Act, 33 U.S.C. §§ 2701, et seq., and Washington or any other comparable local, state or federal statute or ordinance pertaining to the environment or natural resources and all regulations pertaining thereto.

B. Toxic or hazardous substances are not allowed on the Premises without the express written permission of WSDOT and under the terms and conditions specified by WSDOT. For the purposes of this Lease, "Hazardous Substances" shall include all those substances identified as hazardous under the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. §§ 9601 et seq., and the Washington Model Toxic Control Act, RCW 70.105D et seq., and shall include gasoline and other petroleum products. In the event such permission is granted, the disposal of such materials must be done in a legal manner by TENANT.

C. TENANT agrees to cooperate in any environmental investigations conducted by WSDOT's staff or independent third parties where there is evidence of contamination on the Premises, or where WSDOT is directed to conduct such audit by an agency or agencies having jurisdiction. TENANT will reimburse WSDOT for the cost of such investigations, where the need for said investigation is determined to be caused by TENANT's operations. TENANT will provide WSDOT with notice of any inspections of the Premises, notices of violations, and orders to clean up contamination. TENANT will permit WSDOT to participate in all settlement or abatement discussions. In the event TENANT fails to take remedial measures as duly directed by a state, federal, or local regulatory agency within ninety (90) days of such notice, WSDOT may elect to perform such work, and TENANT covenants and agrees to reimburse WSDOT for all direct and indirect costs associated with WSDOT's work where said contamination is determined to have resulted from TENANT's use of the Premises.

D. TENANT agrees the use of the Premises shall be such that no hazardous or objectionable smoke, fumes, vapor, odors, or discharge of any kind shall rise above the grade of the right of way.

E. For the purposes of this Lease, "Costs" shall include but not be limited to, all response costs, disposal fees, investigatory costs, monitoring costs, civil or criminal penalties, and attorneys' fees and other litigation costs incurred in complying with state or federal environmental laws, which shall include but not be limited to CERCLA; the Clean Water Act, 33 U.S.C. §§ 1251; the Clean Air Act, 42 U.S.C. §§ 7401; the Resource Conservation and Recovery Act, 42 U.S.C. §§ 6901; and MCTA.

F. TENANT agrees to defend, indemnify and hold WSDOT harmless from and against any and all claims, causes of action, demands and liability, which are caused by or result from TENANT'S activities on the Premises, including but not limited to any costs, liabilities, damages, expenses, assessments, penalties, fines, losses, judgments and attorneys' fees associated with the removal or remediation of any Hazardous Substances that have been released, or otherwise come to be located on the Premises, including those that may have migrated from the Premises through water or soil to other properties, including without limitation, the adjacent WSDOT property.

G. TENANT further agrees to retain and indemnify and hold WSDOT harmless from any and all liability arising from the offsite disposal, handling, treatment, storage, or transportation of any Hazardous Substances removed from said property, which Hazardous Substances were released on to the Premises as a result of TENANT's activities.

H. WSDOT hereby agrees to indemnify and hold TENANT harmless from any Costs or liabilities associated with the removal or remediation of any Hazardous Substances that have been released, or otherwise come to be located on the Premises by the acts or omissions of WSDOT, its employees, contractors, and agents. WSDOT further agrees to retain and indemnify and hold TENANT harmless from any and all liability arising from the offsite disposal, handling, treatment, storage, or transportation of any Hazardous Substances removed from said property, which such Hazardous Substances have been released on the Premises as a result of WSDOT's acts or omissions or those of its contractors or agents.

I. WSDOT represents, warrants and agrees that it has in the past and will in the future conduct its activities on the Premises in compliance with all applicable Environmental Laws and that the Premises is free of Hazardous Substances as of the date of this Lease.

J. The provisions of this paragraph shall survive the expiration or termination of this Lease.

**19. Advertising Devices, Signs, and Lighting.**

A. Advertising devices are not permitted on the Premises. Lights outside of the TENANT's equipment shelter are not permitted, except as required by the Federal Aviation Authority (FAA) or the Federal Communications Commission (FCC); Provided that, any such required lights shall require prior written approval by the WSDOT Region Maintenance Superintendent at PO Box 330310 MS45, Seattle, WA 98133-5910, or other such person or address as may be designated in writing by WSDOT, which approval shall not be unreasonably withheld; Provided further that, WSDOT may deny such approval where the lights, in WSDOT's sole discretion, constitute a hazard to the highway or the motoring public. TENANT shall install and maintain at TENANT's sole expense, any such lighting required to meet FAA or FCC regulations and which have been approved by WSDOT.

B. TENANT shall post and maintain on its equipment cabinet a sign no larger than an eighteen inch (18") square giving an emergency telephone number. The WSDOT Regional Traffic Engineer at PO Box 330310

MS120, Seattle, WA 98133-5910, or other such person or address as may be designated in writing by WSDOT, shall be offered the opportunity to review and approve this sign for color and content prior to installation. No other signs are permitted on the Premises.

**20. Laws, Ordinances, Regulations.** TENANT shall at all times and at its sole expense, comply with all laws and ordinances, orders, guidelines, policies, directives, rules and regulations of municipal, county, state and federal governmental authorities or regulatory agencies (Laws). TENANT shall defend, indemnify and hold harmless WSDOT, any agents, officers, or employees thereof against any claims arising from any violations by TENANT, its agents or employees, of any such Laws. The indemnity provision of this paragraph shall survive the termination or expiration of this Lease.

**21. Improvements, Fixtures and Personal Property.**

A. TENANT shall provide WSDOT with two complete sets of plans and specifications for grading and all improvements proposed to be placed on the Premises and should be affixed with an appropriate professional structural engineers license. All such plans and any changes thereof are subject to prior written approval by the WSDOT NW Region Trans-Lake Engineering Manager, [REDACTED] at PO Box 330310, Seattle, WA 98133-5910, or other such person or address as may be designated in writing by WSDOT. Such approval shall not be unreasonably withheld or delayed.

B. TENANT shall not add to its building to be constructed under this Lease, or construct additional improvements on the Premises except by prior written approval by the WSDOT NW Region Trans-Lake Engineering Manager [REDACTED] at PO Box 330310, Seattle, WA 98133-5910, or other such person or address as may be designated in writing by WSDOT, and under such terms and conditions as may be specified by WSDOT. Such approval shall not be unreasonably withheld or delayed.

C. WSDOT and the Federal Highway Administration may from time-to-time go upon the Leased Premises to inspect any work done by the TENANT to insure compliance with the approved plans and specifications or otherwise. Further, this right shall not impose any obligation upon WSDOT to make inspections to ascertain the safety of the TENANT's improvements or the condition of the Leased Premises.

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

E. TENANT's wireless equipment located on the Premises shall remain the exclusive property of TENANT. WSDOT 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 Premises, except such claims or losses that may be caused by WSDOT or its agents or employees.

F. Upon termination or expiration of this Lease under the provisions herein, the improvements constructed on the Premises that remain the personal property of TENANT, shall be removed by TENANT at its expense in a reasonable manner prescribed by WSDOT.

G. WSDOT may remove any of TENANT's personal property not acquired by WSDOT and that remains on the Premises beyond the termination date at TENANT's expense and place it in storage at TENANT's expense for a period of thirty (30) days. WSDOT will notify TENANT in writing when such personal property is placed in storage. In the event TENANT has not removed said personal property from storage within this thirty (30) day period, WSDOT may dispose of it in any manner WSDOT deems appropriate. TENANT shall reimburse WSDOT for the cost of such removal and storage prior to removing said personal property from storage or within thirty (30) days of the date of WSDOT's invoice, whichever occurs first..

**22. Maintenance.** TENANT shall, at its own expense and at all times, keep the Premises and Communications Facility neat, clean and in a sanitary condition, and keep and use the Premises and Communications Facility in accordance with all applicable laws, ordinances, rules, regulations and requirements of governmental authorities. TENANT shall permit no waste, damage or injury to the Premises. TENANT shall make such repairs as necessary to maintain the Premises in as good condition as existed on the Anniversary Date, reasonable wear, and damage by fire and other casualty for which TENANT is not responsible excepted.

**23 TENANT's Acceptance of Premises.** TENANT has examined the Premises and accepts them in their present condition as part of the consideration of this Lease.

**24. WSDOT's Reservation of Right to Maintain and Grant Utility Franchises and Permits.**

A. WSDOT reserves the right for utility franchise and permit holders to enter upon the Premises to maintain facilities and, for itself, to grant utility franchises and/or permits across the Premises; Provided, that such franchises/permits do not materially interfere with TENANT's authorized use of the Premises. Such installation will be accomplished in such a manner as to minimize any disruption to TENANT. The franchise/permit holder will be required to restore paving, grading and improvements damaged by the installation.

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

C. 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, TENANT must call the Underground Utility Locating Service, or its successor organization, to ascertain the existence of underground utilities.

D. TENANT must comply with all provisions of Ch. 19.122 RCW relating to underground facilities.

**25. Taxes, Assessments, and Utilities.** TENANT agrees to pay all taxes and assessments which are the result of TENANT's use of the Premises and/or which may hereafter become a lien on the interest of TENANT in accordance with RCW 79.44.010. TENANT shall pay all taxes which may hereafter be levied or imposed upon the interest of TENANT or by reason of this Lease. TENANT is responsible for and agrees to pay for utilities that serve the Premises.

**26 Liens.**

A. Nothing in this Lease shall be deemed to make TENANT the agent of WSDOT for purposes of construction, repair, alteration, or installation of structures, improvements, equipment, or facilities on the Premises. TENANT acknowledges that WSDOT may not, and shall not, be subject to claims or liens for labor or materials in connection with such activities by TENANT.

B. TENANT shall at all times indemnify and hold WSDOT harmless from all claims for labor or materials in connection with construction, repair, alteration, or installation of structures, improvements, equipment, or facilities within the Premises, caused by TENANT or as a result of TENANT's actions or omissions and from the cost of defending against such claims, including attorneys' fees.

C. In the event a lien in connection with the aforesaid activities by TENANT is filed upon the Premises, TENANT shall either:

- (1) Record a valid Release of Lien, or
- (2) Deposit sufficient cash with WSDOT to cover the amount of the claim on the lien in question and authorize payment to the extent of said deposit to any subsequent judgment holder that may arise as a matter of public record from litigation with regard to lienholder claim, or
- (3) Procure and record a bond which releases the Premises from the claim of the lien and from any action brought to foreclose the lien.

D. Should TENANT fail to accomplish C.1., 2., or 3., above within thirty (30) days after the filing of such a lien, the TENANT shall be in default.

**27 WSDOT's Right of Entry and Inspection.**

A. WSDOT, for itself and its agents and contractors, and the Federal Highway Administration, reserves the right to enter upon the Premises at any time and without notice to TENANT, but not to go inside the shelter, except on reasonable notice to TENANT and in TENANT's presence, for the purpose of operation, inspection, maintenance, construction, or reconstruction of the highway facility or any element thereof. Further,

WSDOT and the Federal Highway Administration may also, from time to time, go upon the Premises for the purpose of inspecting any excavation, construction, or maintenance work being done by TENANT. WSDOT will take all reasonable measures to minimize any disruption to TENANT. WSDOT shall in no way be responsible for any incidental or consequential damages, including, but not limited to, lost profits due to such loss of use by TENANT; Provided, that TENANT may be entitled a pro rata reduction of rent for the period in which the Premises could not be used by TENANT due to such entry.

B. Entry upon the Premises for any other purpose by WSDOT shall be conducted with reasonable notice to the TENANT and during the hours of 8 a.m. to 5 p.m.

**28. Insurance.** At its sole expense, the TENANT shall secure and maintain in effect a policy of general liability insurance issued by an insurer licensed to conduct business in the State of Washington. The insurance policy shall provide liability coverage for any and all claims of bodily injury, property damage, and personal injury arising from the tenant's use of the Premises which is the subject of this Lease. The insurance policy required by this section shall provide coverage of no less than One Million Dollars (\$1,000,000.00) combined single limit of liability per occurrence, with a general aggregate limit of no less than Three Million Dollars (\$3,000,000.00) per policy period. The TENANT agrees that WSDOT may require increases in said coverages by written notice to TENANT, as WSDOT deems reasonably necessary. Coverages under said policy shall be triggered on an "occurrence basis," not a "claims made" basis. WSDOT shall be named as an additional insured in the commercial general liability policy required by this section. The policy shall be endorsed with a provision relieving WSDOT of any responsibility for the payment of any policy premium. The endorsement shall require the insurer to provide WSDOT, with no less than THIRTY (30) days written notice before any cancellation of the coverages required by this section. The liability coverages required by this section shall not be subject to any self-insured retained limit of liability of any amount (No Liability Coverage Deductibles). Coverages, if obtained by the TENANT in compliance with this section, shall not be deemed as having relieved the TENANT of any liability.

Further, the TENANT shall provide WSDOT with a certificate of insurance reflecting the insurance coverage required by this section within TEN (10) business days of the execution of this Lease, and within TEN (10) days of receiving a written notice from WSDOT for an increase in the coverage amounts.

**29. Hold Harmless, Indemnification.**

A. TENANT, its successors or assigns, will protect, and hold harmless WSDOT, its authorized agents and employees from all claims, actions, costs, damages or expenses of any nature whatsoever by reason of the acts or omissions of TENANT, its assigns, agents, contractors, licensees, invitees, employees, or any person whomsoever, arising out of or in connection with any acts or activities authorized by this Lease.

B. TENANT further agrees to defend WSDOT, its agents or employees in any litigation, including payment of any costs or attorneys' fees for any claims or action commenced, arising out of, or in connection with, acts or activities authorized by this Lease, whether those claims, actions, costs, damages or expenses result from acts or activities occurring on or off the Premises.

C. WSDOT, its successors or assigns, will protect, save and hold harmless TENANT, its authorized agents and employees from all claims, actions, costs, damages or expenses of any nature whatsoever by reason of the acts or omissions of WSDOT, its assigns, agents, contractors, licensees, or employees, arising out of or in connection with any acts or activities authorized by this Lease.

D. WSDOT further agrees to defend TENANT, its agents or employees in any litigation, including payment of any costs or attorney's fees for any claims or action commenced, arising out of , or in connection with, acts or activities authorized by this Lease, whether those claims, actions, costs, damages or expenses result from acts or activities occurring on or off the Premises.

E. The obligation contained in this Paragraph 29 shall not include such claims, costs, damages, or expenses which may be caused by the sole negligence of WSDOT or its authorized agents or employees; Provided that, if the claims or damages are caused by or result from the concurrent negligence of (a) WSDOT, its agents or employees and (b) TENANT, its agents, subtenants, or employees, or involves those actions covered by RCW 4.24.115, this indemnity provision shall be valid and enforceable only to the extent of the negligence of TENANT or TENANT's agents or employees.

F. The indemnification provisions contained in this paragraph shall survive the termination or expiration of this Lease.

**30. Nondiscrimination.** TENANT, for itself, its successors, and assigns as a part of the consideration hereof, does hereby covenant and agree to comply with all civil rights and anti-discrimination requirements of Ch. 49.60 RCW, as to the Premises.

**31. Assignment.**

A. Neither this Lease, nor any rights created by it, may be assigned, sublet, or transferred without written permission from WSDOT. Any such assignment shall be in writing on a form approved by WSDOT and shall include an assumption of this Lease by the assignee.

B. Notwithstanding the foregoing, TENANT may assign its interest in this Lease, without WSDOT's consent, to any entity which controls, is controlled by, or is under common control with TENANT, or to any entity resulting from any merger or consolidation with TENANT, or to any partner of TENANT, or to any partnership in which TENANT is a general partner, or to any person or entity which acquires [REDACTED] or more the assets of TENANT or [REDACTED] or more of the assets of the TENANT in the Metropolitan Trading Area in which the Premises is located, as a going concern, Provided, that the assignment includes an assumption of the Lease by the assignee; and Provided Further, that TENANT shall provide WSDOT with a copy of said written assignment or written notice of such assignment within a reasonable time of its execution. TENANT shall be bound by and responsible for compliance with all provisions of this Lease until such time as notice of the successor TENANT has been received by WSDOT.

C. WSDOT hereby consents to the creating or granting of a security instrument by which TENANT's rights under this Lease serve as collateral security to any entity (Security Entity) that provides financing for the purchase of the equipment to be installed at the Premises. The creating or granting of such a security interest shall not be deemed an assignment under this lease; Provided, that in the event the Security Entity, pursuant to the terms of the security instrument, acquires the leasehold estate created under this Lease, an assignment shall be deemed to have occurred and (1) The TENANT and the Security Entity shall execute an assignment and assumption of the Lease in a form acceptable to WSDOT; (2) TENANT shall promptly provide WSDOT with a copy of said assignment and assumption; and (3) TENANT shall be bound by and responsible for compliance with all provisions of this Lease until such time that the assignment and assumption has been received by WSDOT.

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

E. Should WSDOT sell, lease, transfer, or otherwise convey all or any part of the Premises that is subject to this Lease to any transferee other than TENANT, such transfer shall be subject to this Lease.

F. In the event TENANT terminates this Lease and third parties also occupy the tower, TENANT shall assign its interest in such agreement to WSDOT, if WSDOT desires to assume TENANT's position in such agreements.

**32. Performance by WSDOT.** If TENANT defaults in the performance or observation of any covenant or agreement contained in this Lease, WSDOT, without notice if deemed by WSDOT that an emergency exists, or if no emergency, with thirty (30) days notice, may direct TENANT to stop work and may itself perform or cause to be performed such covenant or agreement and may enter upon the Premises for such purpose. Such an emergency shall include, but not be limited to, endangerment of life, the highway facility, or the Highway Advisory Radio System or failure of TENANT to obtain in a timely manner any insurance. TENANT shall reimburse WSDOT the entire cost and expense of such performance by WSDOT within thirty (30) days of the date of WSDOT's invoice. Any act or thing done by WSDOT under the provisions of this paragraph shall not be construed as a waiver of any agreement or condition herein contained or the performance thereof.

**33. Restoration of Site.** Prior to the termination or expiration date of this Lease, TENANT agrees, if so directed by WSDOT, to restore the Premises to its condition prior to TENANT's occupancy, reasonable wear and tear excepted. This work is to be done at TENANT's expense and to the reasonable satisfaction of WSDOT.

**34. Vacation of Leased Premises.** Upon termination of this Lease, the TENANT shall cease its operations on and/or use of the Leased Premises. In the event the TENANT fails to vacate the Leased Premises on the date of termination, it shall be liable for any and all costs to WSDOT arising from such failure.

**35. Modifications.** This instrument contains all the agreements and conditions made between the parties hereto and may not be modified orally or in any manner other than by an agreement in writing signed by all

parties thereto. No failure on the part of either party to enforce any covenant or provision herein contained, nor any waiver of any right thereunder by the state, 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. **Waiver of WSDOT's Lien Rights.** WSDOT hereby waives any and all lien rights it may have, statutory or otherwise, concerning TENANT's radio transmitting or receiving equipment or any portion thereof, which shall be deemed personal property for the purposes of this Lease, regardless of whether or not same is deemed real or personal property under applicable laws, and WSDOT gives TENANT the right to remove all or any portion of same from time to time in TENANT's sole discretion and without WSDOT's consent.

37. **Brokers' Fees.** If TENANT is represented by a real estate broker in this transaction, TENANT shall be fully responsible for any fee due such broker, and shall hold WSDOT harmless from any claims for commission by such broker.

38. **Cooperation in Execution of Subsequent Documents.** WSDOT and TENANT agree to cooperate in executing any documents (including a Memorandum of Lease) necessary to protect the rights of the parties granted by this Lease.

39. **Interpretation.** This Lease shall be construed in accordance with the laws of the State of Washington. The titles to paragraphs or sections of this Lease are for convenience only, and shall have no effect on the construction or interpretation of any paragraph hereof.

40. **Invalid Provision.** If any provision or condition of this Lease is found to be void or invalid, such invalidity shall not affect the remaining terms of this Lease, which shall continue in full force and effect.

41. **Totality of Agreement.** It is understood that no guarantees, representations, promises, or statements expressed or implied have been made by TENANT or by WSDOT, except to the extent that the same are expressed in this Lease. And it is further understood that this Lease shall not be valid and binding upon WSDOT unless and until accepted and approved by the Secretary of Transportation or his duly authorized representative.

42. **Attorney Fees.** The substantially prevailing party in any action or proceeding brought to enforce this Lease shall be entitled to recover its reasonable attorneys' fees, costs, and expenses in connection with such action or proceeding from the other party.

43. **Venue.** TENANT agrees that the venue of any action or suit concerning this Lease shall be in the Thurston County Superior Court, and all actions or suits thereon shall be brought therein, unless the parties mutually agree otherwise, in writing.

434. **Notices.** Except as otherwise designated in this Lease, wherever in this Lease written notices are to be given or made, they will be delivered or sent by certified mail addressed to the parties at the address listed below unless a different address shall be previously designated in writing and delivered to the other party. Notice shall be deemed effective as of the delivery date. Tenant agrees to accept service of process or certified mail at the address provided for herein, provided such address is located in the State of Washington. Otherwise, TENANT designates

the Secretary of State of Washington as an agent for the purpose of service of process. Such service shall be deemed personal service.

TENANT : ~~Wireless~~ <sup>PCS III</sup> Corporation  
VoiceStream ~~Wireless~~ Corporation  
12920 SE 38<sup>th</sup> Street  
Bellevue, WA 98006  
Attn: PCS Lease Administrator  
Copy to: Attn.: Legal Dept


STATE:  
WASHINGTON STATE  
DEPARTMENT OF TRANSPORTATION  
Attn.: Director, Real Estate Services  
PO Box 47338  
Olympia, WA 98504-7338

Copy to:  
TENANT  
19807 NORTH CREEK PARKWAY  
BOTHELL, WA 98011  
ATTN: LEASE ADMINISTRATION  
MANAGER

Copy to:  
WASHINGTON STATE  
DEPARTMENT OF TRANSPORTATION

Signatures:

WISCONSIN RES III CORPORATION  
TENANT

By:   
Bryon Gunnerson  
Vice President  
Title: Western Region

Date: 5-30-02

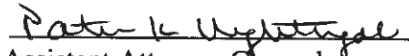
WASHINGTON STATE  
DEPARTMENT OF TRANSPORTATION

By:   
for Gerald L. Gallinger  
Director, Real Estate Services

Date: 4 June 2002

APPROVED AS TO FORM

  
Approved as to form  
Regional Counsel

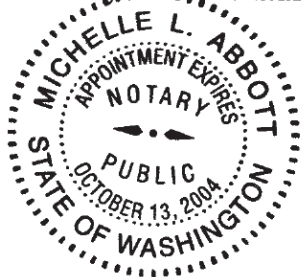
By:   
Assistant Attorney General

CORPORATE ACKNOWLEDGMENT

STATE OF Washington )  
 ) ss  
COUNTY OF King )

On this 30<sup>th</sup> day of May, ~~1998~~ <sup>2002</sup>, before me personally appeared Bryon Gunnerson, known to me to be the Vice President - Western of VoiceStream PCS III CORPORATION, a Delaware <sup>Region</sup> corporation, the corporation that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he/she was authorized to execute said instrument.

GIVEN under my hand and official seal the day and year last above written.



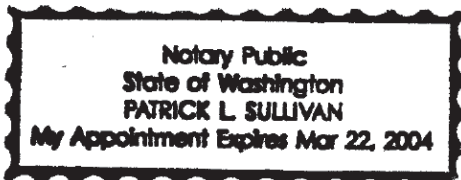
Michelle Abbott  
Notary Public in and for the State of  
Washington  
My commission expires 10-13-2004

WSDOT ACKNOWLEDGMENT

STATE OF WASHINGTON )  
 ) ss  
COUNTY OF )

On this 4<sup>th</sup> day of JUNE, ~~1998~~ <sup>2002</sup>, before me personally appeared LINDA D. ANDERSON <sup>Assistant</sup> Director, Real Estate Services, for the Washington State Department of Transportation and that he executed the within and foregoing instrument and acknowledged the said instrument to be the free and voluntary act and deed of said State of Washington, for the uses and purposes therein set forth, and on oath states that he was authorized to execute said instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the 4<sup>th</sup> day of JUNE, ~~19~~ 2002.



Patrick L. Sullivan  
Notary Public in and for the State of Washington.  
My commission expires 3-22-04