

ATTACHMENT A:

AGREEMENT

**COMMUNICATIONS SITE AND ACCESS AGREEMENT
BETWEEN KING COUNTY
AND
PUGET SOUND EMERGENCY RADIO NETWORK OPERATOR**

THIS COMMUNICATIONS SITE AND ACCESS AGREEMENT (“Agreement”) is made by and between KING COUNTY, a home rule charter county and political subdivision of the State of Washington, having offices for the transaction of business at **[TBD]**, Seattle, Washington 98104, hereinafter referred to as “**Licensor**,” and PUGET SOUND EMERGENCY RADIO NETWORK OPERATOR, a governmental agency formed under RCW 39.34.030(3)(b) and organized as a Washington nonprofit corporation, having offices for the transaction of business at **[TBD]**, hereinafter referred to as “**Licensee**.” Licensor and Licensee may jointly be referred to herein as the “**Parties**” or individually, a “**Party**.” This Agreement shall be effective on the Term Commencement Date (defined in Section 2(a) herein below).

- A. **WHEREAS**, Licensor is the owner of certain emergency communication facilities on and has lawful control over a portion of the real property located at 14600 Rattlesnake Road SE, Snoqualmie, in the County of King, State of Washington 98065 (APN: 2023089021), which real property is legally described on the attached **Exhibit A** (“**Property**”); and
- B. **WHEREAS**, Licensee desires to license from Licensor a portion of the Licensor’s Site (defined in Section 1(a)) to construct, operate and maintain a communication facility and associated equipment, as well as obtain the right from Licensor to access the Site and install utilities in conjunction therewith; and
- C. **WHEREAS**, the Site is used by Licensor for a communications facility, among other things, and Licensee’s use of the Site is not anticipated to interfere with that use; and
- D. **WHEREAS**, King County Code Section 4.56.140 and RCW 36.34.130 authorize Licensor to lease or dispose of real property to another governmental agency by negotiation, upon such terms as may be agreed upon and for such consideration as may be deemed by Licensor to be adequate.

NOW THEREFORE, for and in consideration of the mutual promises set forth hereinafter and as provided for in the above-referenced recitals, which are made a part of this Agreement, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties do hereby agree:

1. PREMISES; AS-IS CONDITION.

(a) Pursuant to that certain Agreement effective July 1, 1974, as may be amended (“**Easement**” or “**Prime Agreement**”), a copy of which is attached hereto as **Exhibit E**, Licensor has obtained the rights to use a portion of the Property from the State of Washington, acting by and through the Department of Natural Resources, the owner of the Property (“**Owner**” or “**DNR**”), for the installation and operation of Licensor’s communication facilities, including but not limited to an eight hundred fifty four (854) square foot equipment shelter (“**Shelter**”), and a two hundred seventy five foot (275’) tower (“**Tower**”). The portion of the Property that is subject to Licensor’s easement interests, together with all of Licensor’s communication facilities located thereon are collectively referred to herein as the “**Site**” and are described and/or depicted in **Exhibit A** attached hereto.

(b) Licensor hereby licenses to Licensee: (i) approximately one thousand five hundred (1,500) square feet of ground space on the Site (“**Equipment Space**”); and (ii) space on Licensor’s Tower (“**Antenna Space**”). The Equipment Space and the Antenna Space shall be used by Licensee exclusively for placement of its Communication Facilities (defined in Section 4). In addition, Licensor hereby grants Licensee the non-exclusive right to use Licensor’s easements and rights of way on, under, across, and to the Property and Site for Licensee’s access and utilities, as more specifically described in Sections 5 and 6 herein below. Licensee’s Antenna Space, Equipment Space, and access and utility routes are more specifically described and/or depicted on the attached **Exhibit B** (collectively, the “**Premises**”).

(c) THE PARTIES ACKNOWLEDGE AND AGREE THAT FOR ALL PURPOSES AND IN ALL RESPECTS, THIS AGREEMENT IS SUBJECT AND SUBORDINATE TO THE TERMS, COVENANTS AND CONDITIONS OF THE PRIME AGREEMENT AND THAT IN THE EVENT OF A CONFLICT BETWEEN THE PRIME AGREEMENT AND THIS AGREEMENT, THE PRIME AGREEMENT SHALL CONTROL. THE PARTIES AGREE TO STRICTLY COMPLY WITH ALL TERMS, COVENANTS AND CONDITIONS OF THE PRIME AGREEMENT THAT ARE APPLICABLE TO THEIR USE AND OCCUPANCY OF THE PREMISES AND THE SITE. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT, THE TERM (DEFINED IN SECTION 2) OF THIS AGREEMENT SHALL AUTOMATICALLY TERMINATE UPON THE EXPIRATION OR EARLIER TERMINATION OF THE PRIME AGREEMENT, UNLESS LICENSOR AND OWNER ENTER INTO A SEPARATE AGREEMENT THAT PROVIDES FOR RELINQUISHMENT OF THE EASEMENT IN FAVOR OF A LEASEHOLD INTEREST BETWEEN OWNER AND LICENSOR THAT INCLUDES SUBSTANTIALLY ALL OF THE PREMISES.

(d) Licensor makes the Site and the Premises available to Licensee and Licensee hereby accepts the Premises on an “AS IS” and “WHERE IS” basis, without any warranty, guaranty, liability, or representation whatsoever, express or implied, oral or written, on the part of Licensor, or any person on behalf of Licensor, regarding the Site or the Premises or any matter affecting the Site or the Premises, other than as described in Sections 10(a) and 24 below. Licensee may obtain, at its sole cost and expense, a title report or commitment for a leasehold title policy from a title insurance company of its choice and to have the Site surveyed by a surveyor of its choice. Licensee may also perform and obtain, at Licensee’s sole cost and expense, soil borings, percolation tests, engineering procedures, environmental investigations or other tests or reports on, over, and under the Site, necessary to determine if Licensee’s use of the Premises will be compatible with Licensee’s engineering specifications, system, design, operations or Government Approvals (defined in Section 4(b) below); provided that Licensee shall not perform any invasive testing that may require mandatory reporting to a government agency without obtaining Licensor’s prior written consent, which consent shall not be unreasonably withheld, delayed, or conditioned. Provided further, if Licensee must conduct any invasive testing in order to comply with applicable Environmental Laws (defined in Section 10(d) below) for its continued use of the Communication Facilities, or to comply with the terms of Section 10 below, then Licensee shall have the right to do so without first obtaining Licensor’s prior written consent, but shall provide Licensor notice thereof prior thereto.

2. TERM.

(a) The “**Initial Term**” of this Agreement shall be for a period of twenty (20) years, commencing on the later of (i) execution of that certain separate bulk asset transfer agreement between the Parties; (ii) full system acceptance of the Puget Sound Emergency Radio Network (“**PSERN**”) by Licensee from Motorola; and (iii) the last date this Agreement is signed by an authorized Party representative (“**Term**

Commencement Date”), and terminating on the twentieth anniversary of the Term Commencement Date, unless terminated sooner as provided herein.

(b) Licensee shall have the right to extend the term of this Agreement for an additional two (2) periods of five (5) years each (each an “**Extension Term**”), subject to the following terms and conditions:

(i) That at the beginning of the Extension Term, Licensee shall not be in default in the observance or performance of any of the material terms, covenants or conditions of this Agreement with respect to a matter as to which written notice of default has been given and which has not been remedied within the applicable cure period set forth in this Agreement.

(ii) That such Extension Term shall be upon the same terms, covenants and conditions as in this Agreement, except for any mutually agreed changes.

(iii) Each Extension Term shall be exercised automatically unless Licensee delivers to Licensor a written notice of termination at least one hundred eighty (180) days prior to the end of the Initial Term or then-current Extension Term.

(c) As used in this Agreement, all references to the “**Term**” of this Agreement shall include the Initial Term, all exercised Extension Terms, and all holdover terms, as provided for in Section 28(k) herein below.

3. CONSIDERATION.

(a) In consideration for Licensor’s agreement to enter into this Agreement, Licensee shall grant Licensor the reciprocal right to sublease from Licensee a portion of the real property and/or improvements located thereon owned and/or managed by Licensee located at 6900 36th Ave. SW, Seattle, County of King, State of Washington (“**West Seattle Property**”), for the purpose of installing and operating communication facilities, which reciprocal sublease shall be referred to herein as the “**West Seattle Sublease**.”

(b) For so long as Licensor is the tenant under the West Seattle Sublease and the West Seattle Sublease remains in full force and effect, Licensee shall not pay Licensor any monetary rent hereunder. If the West Seattle Sublease terminates prior to the effective expiration or earlier termination date of this Agreement, or if Licensor is no longer the tenant under the West Seattle Sublease, then within a reasonable period of time thereafter (but not more than twelve (12) calendar months from the effective date of termination of the West Seattle Sublease or the date Licensor is no longer the tenant under the West Seattle Sublease) the Parties shall amend this Agreement to provide for Licensee to pay reasonable rent as mutually negotiated by the Parties plus two percent (2%) annual rent increases. If the Parties are unable to agree on rent then they shall enter into dispute resolution consistent with Section 21 of this Agreement. Licensee’s duty to pay monetary rent shall be retroactive to the effective date of termination of the West Seattle Sublease and the rent shall be prorated for any partial month that such rent is in effect. Rent shall be due on the first (1st) day of each calendar month but Licensee may elect to pay all twelve (12) months’ rent in one (1) payment due January 1 of each calendar year during the Term.

(c) As additional consideration for this Agreement, the Parties agree as follows: (i) prior to the Term Commencement Date of this Agreement, Licensee, at its sole cost and expense, decommissioned and removed from the Property Licensor’s 185’ tower; (ii) concurrently with the Term Commencement Date, Licensor shall assign, sell and transfer certain Premises-related assets, improvements, and agreements to Licensee, and Licensee shall assume such assets, improvements and agreements, pursuant to that certain Assignment & Bill of Sale attached to this Agreement as **Exhibit F**, which is separate

King County Agreement #: 1067A
PSERN Operator Agreement #: PSERN-44
King County Agreement Name: Rattlesnake PSERN Operator Agreement
King County Site Name: Rattlesnake

from, and in addition to, the bulk asset transfer agreement referenced in Section 2(a)(i) herein above; and (iii) for so long as North East King County Regional Public Safety Communications Agency (“**NORCOM**”) and Eastside Fire & Rescue (“**EF&R**”) each have the right to use space in Licensor’s Shelter, Licensee shall provide said users backhaul services as specified in **Exhibit C** attached hereto.

(d) If, because of this Agreement, any additional rent or fees shall be payable by Licensor to Owner, or extra services are ordered by Licensor or activities are undertaken by Licensor or otherwise on behalf of Licensee with respect to Licensee’s use of the Premises or on account of Licensee’s default hereunder, then Licensee shall pay to Licensor such additional rent, fees, and costs on demand by Licensor.

(e) Rent and any other payments due to Licensor under this Agreement shall (i) be delivered to Licensor at the remittance address set forth below; (ii) be due and payable in advance, without notice or demand, and without offset or deduction; (iii) be made payable to KING COUNTY OFFICE OF FINANCE; and (iv) include Licensor’s Site Name and Agreement Number thereon.

Remittance Address: King County Facilities Management Division
Real Estate Services Section - Finance
King County Agreement Name: Rattlesnake PSERN Operator Agreement
King County Agreement #: 1067A
PSERN Operator Agreement #: PSERN-44
[TBD]
[TBD]

(f) Licensee warrants that it is a tax-exempt government agency per RCW 82.29A, and is not required to pay Leasehold Excise Tax (“**LET**”) at the time of executing this Agreement. Should Licensee’s central assessment status change, Licensee agrees to immediately notify Licensor and begin paying applicable LET to Licensor or Washington State Department of Revenue (“**DOR**”), as determined by DOR. It is the responsibility of Licensee to ascertain whether payment of LET is required to Licensor or DOR. If Licensee is centrally assessed by DOR, Licensee must provide Licensor documentation of Licensee’s central assessment status in advance of the Term Commencement Date and within thirty (30) days of a change in status. As of the date this Agreement is fully executed by both Parties, the LET rate is 12.84% of the then-current rent.

(g) If any sums payable to Licensor under this Agreement are not received within ten (10) business days following the due date, Licensee shall pay Licensor, in addition to the amount due, a one-time late fee equal to five percent (5%) of the delinquent amount; provided that if the delinquent sum is the annual rent, then the one-time late fee shall equal five percent (5%) of one-twelfth (1/12) of the delinquent annual rent payment. In addition, all delinquent sums payable by Licensee to Licensor and not received by Licensor within ten (10) business days of Licensee’s receipt of written notice that the sum is past due shall bear interest from the date due until paid in full at the rate of twelve percent (12%) per annum, or the highest rate of interest allowable by law, whichever is less. Also, there shall be a reasonable handling fee for any dishonored check in accordance with RCW 62A.3-515. Licensor and Licensee agree that such fees and interest represent a fair and reasonable estimate of the costs incurred by Licensor by reason of delinquent payments and dishonored checks. Licensor’s acceptance of less than the full amount of any payment due from Licensee shall not be deemed an accord and satisfaction, waiver, or compromise of such payment, unless specifically agreed to in writing by Licensor.

4. USE.

(a) The Premises shall only be used for the purpose of construction, installation, operation, maintenance, repair, replacement and removal of Licensee’s communication facilities, and associated equipment and improvements (collectively, the “**Communication Facilities**”), operating on federally licensed frequencies, all as specifically listed and described on the attached **Exhibit C** (“**Permitted Use**”).

(b) Prior to performing any installation or construction work within the Site, Licensee shall secure all necessary federal, state and local licenses, permits, and approvals for the Permitted Use (collectively, the “**Government Approvals**”) at its sole cost and expense. Licensor agrees to reasonably assist Licensee with applications for the Government Approvals and with obtaining and maintaining the Government Approvals.

(c) All work conducted by Licensee at the Site shall be completed in a good and workmanlike manner, in compliance with all applicable laws, regulations, ordinances, and Government Approvals, at Licensee’s sole cost and expense.

5. ACCESS.

(a) As part of the consideration for this Agreement, Licensor hereby grants Licensee non-exclusive access on, over, under and across those areas depicted on **Exhibit B** that Licensor has the right to use pursuant to the Easement for ingress, egress and utilities, between a public right of way and/or existing utility services located on or adjacent to the Site and the Premises, adequate to construct, install, operate, maintain, repair, replace and remove the Communication Facilities and utilities, including, but not limited to, the installation of power and telephone service cable, and to service the Communication Facilities at all times during the Term of this Agreement.

(b) Licensee shall have the right to access its Equipment Space, seven (7) days a week, twenty-four (24) hours a day, on foot, motor vehicle, including trucks, or by air over or along the access route specifically described and/or depicted in **Exhibit B**. For all routine maintenance work, Licensee shall endeavor to provide Licensor at least two (2) business days telephonic and email notice prior to climbing the Tower; provided that if Licensee in its reasonable discretion, requires immediate access to its Communication Facilities on the Tower, it may access its Antenna Space immediately, but shall provide Licensor telephonic and email notice of such Tower access as soon as is reasonably practical thereafter. For purposes of this Section 5(b), Licensor’s e-mail address and phone numbers for Tower access notice are below. Licensor may change its e-mail address and phone numbers at any time by providing Licensee written notice thereof, in accordance with the terms of Section 12.

Licensor’s Contacts:

E-Mail: _____
Phone - Day: _____
Phone - Night: _____

(c) Licensee shall have the right to construct a fence and other improvements to secure and to control access to its Equipment Space, as specifically described and/or depicted in **Exhibit B** and **Exhibit C**. Licensor may access the Site at any time without prior notice to or approval of Licensee; provided that Licensor shall not access the Equipment Space or allow any third party to access the Equipment Space (except as provided in Sections 7 or 17(a) herein) without Licensee’s prior written consent, which consent shall not be unreasonably withheld, delayed or conditioned. Licensor shall not allow the placement, construction or installation of any equipment or materials in the Equipment Space and/or Antenna Space by a

third party without Licensee's prior written consent, which consent shall not be unreasonably withheld, delayed or conditioned.

6. UTILITIES.

(a) Licensee will be responsible for paying directly to the servicing utility provider all utility charges for electricity, telephone service and all other utilities used or consumed by Licensee on the Premises.

(b) Upon receipt of Licensee's written request, and to the extent consistent with Licensor's rights under the Prime Agreement, Licensor shall grant to any servicing utility company that is providing utility or similar services to Licensee, including power, fiber, and telecommunications, an easement between a public right of way and/or existing utility services located on or adjacent to the Site and the Communication Facilities, for the purpose of constructing, operating and maintaining such lines, wires, circuits, conduits, associated equipment cabinets and such appurtenances thereto, as such utility companies may from time to time require in order to provide such utility services to the Communication Facilities. Upon Licensee's or the servicing utility company's request, Licensor will execute a recordable instrument evidencing such grant of easement, at Licensee's sole cost and expense. Licensee shall be responsible to pay any easement application fee that may be required under King County Code Section 4A.675.010 as now codified or hereafter amended, but Licensee shall pay no cost for the actual value of any easements granted by Licensor.

7. MAINTENANCE, REPAIR AND ABATEMENT OF PREMISES AND SITE.

(a) Licensee shall maintain the Antenna Space, Equipment Space, and Communication Facilities, including but not limited to the backhaul as specified in **Exhibit C**, in good repair and tenantable condition during the Term. Except as expressly set forth in this Agreement, Licensor shall not maintain, repair or otherwise touch or interfere with Licensee's Communication Facilities without Licensee's prior consent; provided that, in the event of an emergency posing an imminent threat of bodily injury or property damage, Licensor may take action necessary to abate the threat and shall give Licensee notice of such actions taken as soon as reasonably possible thereafter.

(b) Without limiting Licensor's disclaimer of the Site condition in Section 1(d), Licensor shall maintain the Site and its improvements thereon (excluding the Antenna Space and Equipment Space) in good repair and tenantable condition during the Term of this Agreement. Licensor agrees to maintain the Tower at all times during the Term of this Agreement in such a manner so that the Tower meets the Class III Structural Classification defined in ANSI/TIA-222-G, or at the then-current standards for use by emergency, rescue or disaster operations.

8. ASSIGNMENT/SUBLEASE.

(a) Licensee may not assign or transfer, in whole or in part, its interest in this Agreement without Licensor's prior written consent, which consent shall not be unreasonably withheld, conditioned, or delayed. As a condition to Licensor's approval, any potential assignee otherwise approved by Licensor shall assume in writing all obligations of Licensee under this Agreement and shall be jointly and severally liable with Licensee for rental and other payments and performance of all terms, covenants and conditions of this Agreement, unless Licensor relieves Licensee of such obligations consistent with Section 8(d) of this Agreement.

(b) Licensee shall have the right to license space on and within its equipment shelter located within the Premises, and grant its licensees the right to use the access routes located within the Premises, without obtaining Licensor's consent, but shall provide Licensor written notice thereof within a

reasonable period of time thereafter. All licensees of Licensee's shelter shall assume in writing all obligations of Licensee as to that portion of the Premises that it is granted use of and shall be jointly and severally liable with Licensee for rental and other payments and performance of all terms, covenants and conditions of this Agreement with respect to such portion of the Premises.

(c) If Licensor sells, assigns, transfers or otherwise conveys all or any part of its interest in the Site to any transferee other than Licensee, then such transfer shall be subject to this Agreement; provided that if the assignee is not also the tenant under the West Seattle Sublease, then the Parties shall amend this Agreement to provide for Licensee to pay reasonable rent as mutually negotiated by the Parties in accordance with Section 3(b) herein.

(d) No assignment, sublease or transfer shall relieve Licensee of its liability for the full performance of all the terms, agreements, rent and conditions of this Agreement, unless such liability is relieved through Licensor's written consent, which consent may be withheld, conditioned, or delayed in Licensor's reasonable discretion.

(e) Licensor's consent to any assignment or transfer shall not operate as a waiver of the necessity for consent to any subsequent assignment or transfer. Licensee shall provide Licensor with copies of all assignments, subleases and assumption instruments and such other documents that Licensor may reasonably request.

9. DISASTER.

(a) If the Premises are destroyed or damaged by fire, earthquake or other casualty so as to render the Premises unfit for use as provided for herein, then either Party may terminate this Agreement.

(b) If the Premises are destroyed and this Agreement is not terminated under Section 9(a) and if the Parties agree it is feasible to relocate the Communication Facilities to a mutually acceptable alternate location on the Site, then Licensee may relocate all or any part of the Communication Facilities and/or Premises, at Licensee's sole expense. If Licensee elects to so relocate, then Licensor will use reasonable efforts to provide an interim location for Licensee to locate temporary, mobile communication facilities and equipment as necessary to continue service during repair or relocation of the Premises and/or Communication Facilities. A survey will be prepared for the relocated Premises, at Licensee's expense, and the survey will replace **Exhibit B** attached hereto.

(c) Notwithstanding anything in this Agreement to the contrary, in the event of a fire, earthquake or other casualty, Licensor shall have no obligation to repair, restore or rebuild any part of the Site or any of its improvements located thereon.

10. HAZARDOUS MATERIALS.

(a) Licensor represents and warrants to Licensee that Licensor is not aware of (and has no duty to investigate) any Hazardous Materials (defined in Section 10(d) below) located on the Site in soil, groundwater or other environmental media in violation of applicable laws. Licensee and Licensor agree that they will not place, dispose of or store any Hazardous Materials on the Premises or the Site in violation of applicable laws.

(b) Licensee shall indemnify, defend and hold harmless Licensor with respect to any and all claims, demands, suits, causes of action, judgments, damages, costs, attorney fees, government orders, penalties or other requirements (hereafter "**Environmental Claim(s)**") arising from the presence or release of any Hazardous Materials on the Property caused by Licensee, its employees or agents, except

to the extent that an Environmental Claim is caused by Licensor, its employees or agents, another licensee or other user or its employees or agents, or a third party.

(c) Licensor shall indemnify, defend and hold harmless Licensee with respect to any and all Environmental Claims arising from the presence or release of any Hazardous Materials on the Property caused by Licensor, its employees or agents, except to the extent that an Environmental Claim is caused by Licensee, its employees or agents.

(d) For purposes of this Agreement, “**Environmental Laws**” means all federal, state and local laws, ordinances, regulations, permits, decrees or other governmental requirements now or hereafter in effect related to Hazardous Materials and other environmental laws, including, but not limited to, laws and regulations pertaining to stormwater discharges as set by the U.S. Environmental Protection Agency and the Washington Department of Ecology, and “**Hazardous Materials**” means:

- (i) Any toxic substances or waste, sewage, petroleum products, radioactive substances, heavy metals, medical, corrosive, noxious, acidic, bacteriological or disease-producing substances; or
- (ii) Any dangerous waste or hazardous waste as defined in:
 - (A) Washington Hazardous Waste Management Act as now existing or hereafter amended (RCW Ch. 70A.300); or
 - (B) Washington Model Toxics Control Act (“MTCA”) as now existing or hereafter amended (RCW Ch. 70A.305); or
 - (C) Resource Conservation and Recovery Act as now existing or hereafter amended (42 U.S.C. Sec. 6901 et seq.); or
- (iii) Any hazardous substance as defined in:
 - (A) Comprehensive Environmental Response, Compensation, and Liability Act (“CERCLA”) as now existing or hereafter amended (42 U.S.C. Sec. 9601 et seq.); or
 - (B) Washington Model Toxics Control Act (“MTCA”) as now existing or hereafter amended (RCW Ch. 70A.305); or
- (iv) Any pollutants, contaminants, or substances posing a danger or threat to public health, safety or welfare, or the environment, which are regulated or controlled as such by any applicable federal, state or local laws, ordinances or regulations as now existing or hereafter amended.

11. ALTERATIONS.

(a) In the event Licensee desires to modify the Communication Facilities in a manner that requires additional space on the Site, Licensee shall submit a written request to Licensor, including any information that Licensor may reasonably request, including but not limited to a written description of the modifications requested, site plans depicting the modifications to the Communication Facilities, the size and location of the proposed additional space and any additional access or utility rights being requested (collectively “**Modifications**”). Provided Licensor determines, in its reasonable discretion, that sufficient space is available and Licensee’s Modifications will not diminish or hinder Licensor’s current or future use of the Site, Licensor may agree to grant Licensee the right to make such Modifications, which approval shall be in the form of an amendment to this Agreement, upon mutually acceptable terms and conditions, which may include payment of rent and/or reimbursement of Licensor’s administrative costs and expenses incurred to accommodate Licensee’s requested Modifications.

(b) Subject to the Tower access restrictions set forth in Section 5(b), Licensee may make alterations, additions and improvements in and to the Communication Facilities at any time during the Term of this Agreement, so long as they comply with all applicable laws, and so long as they do not interfere with the emergency radio communications operating from the Site and Licensor's and its other tenants' then-current use of the Site, including but not limited to the Tower. Notwithstanding the foregoing, Licensee shall not, and shall not allow any of its subtenants or licensees to, make any alterations, additions or improvements to the Premises or the Communication Facilities that change the size or appearance thereof, that result in Modifications, that require any soil disturbance, trenching, or coring on any part of the Site or that change the Permitted Use without Licensor's prior written consent, which consent shall not be unreasonably withheld, delayed or conditioned, but may be conditioned on the requesting entity first obtain pollution liability insurance in compliance with Section 22 herein.

(c) All Modifications, alterations, additions and improvements to the Site, the Premises, and the Communication Facilities shall comply with the terms of the Prime Agreement, and the Parties agree that noncompliance with the Prime Agreement is a reasonable basis for Licensor to deny consent to any such Modifications, alterations, additions and improvements. Where Owner's consent is required under the Prime Agreement for any Modifications, alterations, additions or improvements proposed by Licensee, Licensor shall make a reasonable good-faith effort to secure Owner's consent thereto.

12. NOTICES AND MANAGEMENT. Wherever in this Agreement written notices are to be given or made, they will be sent by certified mail, return receipt requested, or reliable overnight courier to the addresses listed below, unless different addresses shall be designated in writing and delivered to the other Party.

Licensor: King County Facilities Management Division
Real Estate Services
Attn: Leasing Supervisor
RE: Rattlesnake PSERN Operator Agreement - 1067A / PSERN-44
[TBD]
Seattle, WA 98104

With a copy to: King County Facilities Management Division
Attn: [REDACTED]
RE: Rattlesnake PSERN Operator Agreement - 1067A / PSERN-44
[TBD]
Seattle, WA 98104

Licensee: _____

Each Party shall appoint a manager to have responsibility for activities carried out under this Agreement and to resolve any disputes that may arise between the Parties under Section 21. Each Party shall notify the other in writing of its appointed manager and their contact information concurrently with full execution of this Agreement, and shall give the other written notice immediately of any change in the appointed manager and their contact information during the Term.

13. WASTE AND NUISANCE PROHIBITED. During the Term of this Agreement, Licensee shall endeavor in good faith to comply with all applicable laws affecting the Premises. Licensee shall not commit or suffer to be committed any waste on the Premises or any nuisance.

14. NO LIENS. Licensee shall not cause or allow the Property or the Site, or Licensor's interest therein, to be subjected to any mechanic's lien or any other lien whatsoever. If any mechanic's lien or other lien, charge or order for payment of money is filed as a result of the acts or omissions of Licensee in connection with this Agreement, Licensee will cause such lien, charge or order to be discharged or appropriately bonded or otherwise reasonably secured ("**Secured**") within thirty (30) days after notice thereof. If Licensee fails to cause the lien or encumbrance to be Secured within the thirty (30) day period, then Licensor will be entitled to do so at Licensee's expense.

15. SIGNS. Licensee shall obtain Licensor's prior written approval before erecting or installing any signs or symbols, except such signs or symbols as may be required by applicable laws. Any signs or symbols placed on the Premises by Licensee shall be removed by Licensee at the expiration or earlier termination of this Agreement, or the Approved Holdover under Section 28(k), if applicable, and Licensee shall repair any related damage or injury to the Premises caused by such removal. If not so removed by Licensee, Licensor may have the same removed and repairs performed at Licensee's expense.

16. CONDEMNATION.

(a) If the Premises, or any part thereof the loss of which impairs the utility of the Premises to a significant extent, are appropriated or taken for any public use by virtue of eminent domain or condemnation proceeding, or by conveyance in lieu thereof, or if by reason of law or by court decree, whether by consent or otherwise, or if the use of the Premises by Licensee for any of the specific purposes herein before referred to shall be prohibited, then either Party shall have the right to terminate this Agreement upon written notice to the other.

(b) In the event of a partial taking, if neither Party elects to terminate this Agreement, Licensee's possession of that part of the Premises not so taken shall continue under the same terms and conditions hereof. Alternatively, in the event of a partial taking, if the Parties agree it is feasible to relocate the Communication Facilities to a mutually acceptable alternate location on the Site, then Licensee shall have the right to relocate all or any part of the Communication Facilities and/or Premises, at Licensee's sole expense. A survey will be prepared for the relocated Premises at Licensee's expense, and the survey will replace **Exhibit B** attached hereto.

(c) Notwithstanding any other provision of this Agreement, all compensation awarded or paid upon a total or partial taking of the Premises shall belong to and be the property of Licensor, whether such compensation be awarded or paid as compensation for diminution in value of the leasehold or to the fee. Provided, however, Licensor shall not be entitled to any award made to Licensee for depreciation to and cost of removal or relocation of the Communication Facilities, provided that no award for such claims shall reduce the amount of any award made to Licensor.

17. DEFAULT.

(a) If Licensee should fail to cure any default: (i) in the payment of any sum due under this Agreement within fifteen (15) days after receipt of written notice; or (ii) in the keeping of any other term, covenant or condition herein with all reasonable dispatch, but not more than thirty (30) days after receipt of written notice (unless more than thirty (30) days is reasonably needed to effectuate the cure, in which case Licensee must commence to cure such default in good faith during the initial thirty (30) day period), then Licensor shall have the right, at its option, in addition to, and not exclusive of, any other remedy Licensor

may have by operation of law, either (i) to remedy Licensee's failure to perform; or (ii) to terminate this Agreement upon written notice to Licensee. Licensee shall be responsible for any direct costs incurred by Licensor in remedying Licensee's default.

(b) If Licensor should fail to remedy any default in the keeping of any term, covenant or condition herein with all reasonable dispatch, but not more than thirty (30) days after receipt of written notice from Licensee (unless more than thirty (30) days is reasonably needed to effectuate the cure, in which case Licensor must commence to cure such default in good faith during the initial thirty (30) day period), then Licensee shall have the right, at its option, in addition to and not exclusive of any other remedy Licensee may have by operation of law, either (i) to remedy Licensor's failure to perform, in which case Licensor shall be responsible for any direct costs incurred by Licensee in remedying Licensor's default; or (ii) to terminate this Agreement upon written notice to Licensor; provided that such termination shall not relieve Licensee of any outstanding debt or obligation then due and owing under this Agreement; and provided further that Licensee shall only be responsible for rent (if any) to and including the termination date.

18. TERMINATION. In addition to the termination rights set forth elsewhere in this Agreement, the Parties may terminate this Agreement as follows:

(a) Licensee may terminate this Agreement for any reason whatsoever upon nine (9) months written notice to Licensor. Licensee also retains the right to terminate this Agreement upon ninety (90) days written notice to Licensor if: (i) Licensee determines that it cannot obtain the Government Approvals required to employ the Premises for the use described in this Agreement, or if any necessary approval is revoked or terminated; or (ii) if Licensee reasonably determines that, for technical, design, interference, environmental, economic or title reasons, the Premises are not necessary or suitable for the operation of the use described in this Agreement.

(b) Licensor may terminate this Agreement without penalty or further liability: (i) upon thirty (30) days written notice if the Premises has been abandoned, in Licensor's sole judgment, for a continuous period of ninety (90) calendar days; (ii) immediately upon written notice, if Licensor is required by court order, by legislative action or by a governmental agency having jurisdiction, to take some action that would effectively prohibit Licensee's use of the Premises; (iii) immediately upon written notice, if Licensee causes interference (as defined in Section 26(d) below) to Licensor's use of the Property, and fails to cure it as provided in Section 26; (iv) upon three (3) years written notice for any reason whatsoever; or (v) immediately upon Licensee's insolvency if Licensee is the subject of an involuntary bankruptcy proceeding or commences a voluntary or involuntary bankruptcy proceeding or makes an assignment for the benefit of creditors or if a receiver or other liquidating officer is appointed for Licensee.

19. LITIGATION COSTS/VENUE AND JURISDICTION. If any legal action is instituted to enforce or construe this Agreement, or any part thereof, the prevailing party shall be entitled to recover reasonable attorney fees and expenses. Venue and jurisdiction for any legal action brought hereunder shall be King County Superior Court, and no other venue; and the Parties hereby agree to the personal jurisdiction of such court.

20. REMOVAL OF PERSONAL PROPERTY BY LICENSEE.

(a) All portions of the Communication Facilities acquired by Licensee pursuant to the Assignment & Bill of Sale attached hereto as **Exhibit F** or brought onto the Site by Licensee will be and remain Licensee's personal property during the Term of this Agreement. Licensor hereby waives any and all lien rights it may have, statutory or otherwise, concerning the Communication Facilities or any portion thereof. During the Term of this Agreement, Licensee shall have the right to remove some or all of its

Communication Facilities, whether or not attached to the Premises, provided that such may be removed without serious damage to the Site. All damage caused by removal of Licensee's Communication Facilities shall be promptly restored or repaired by Licensee at Licensee's sole cost and expense.

(b) Upon the expiration or earlier termination of this Agreement, or the Approved Holdover under Section 28(k), if applicable, Licensee shall remove all of the Communication Facilities from the Property, provided that such may be removed without serious damage to the Site. All damage caused by removal of Licensee's Communication Facilities shall be promptly restored or repaired by Licensee at Licensee's sole cost and expense. All of the Communication Facilities not so removed within thirty (30) days after the expiration or earlier termination of this Agreement, or the Approved Holdover under Section 28(k), if applicable, shall, at Licensor's sole discretion, either be: (i) removed and stored by Licensor at Licensee's sole cost and expense, without Licensor incurring any liability therefor; or (ii) deemed abandoned by Licensor and become Licensor's personal property, without the need for any additional documentation.

(c) Without limiting Licensee's duties under Section 20(b), upon the expiration or earlier termination of this Agreement, or the Approved Holdover under Section 28(k), if applicable, Licensee shall restore the Premises to the condition that existed prior to Licensee's occupancy, reasonable wear and tear excepted, including removal of Licensee's Communication Facilities and any other personal property and equipment, subject to the terms of Section 20(d) below. This work shall be done at Licensee's sole expense and to the reasonable satisfaction of Licensor.

(d) Upon the expiration or earlier termination of this Agreement, or the Approved Holdover under Section 28(k), if applicable, and upon receipt of Licensor's prior written approval, which shall not be unreasonably withheld, delayed or conditioned, Licensee at its option may leave on the Property any service buildings, roads, and improvements owned or installed by or at Licensee's direction. Notwithstanding anything in this Agreement to the contrary, upon the expiration or earlier termination of this Agreement, or the Approved Holdover under Section 28(k), if applicable, Licensee shall have the right to leave on the Site all underground utility cables and conduits, underground fuel storage tanks, fences and gates, and foundations more than one foot (1') below grade, without Licensor's consent; provided the fuel storage tanks shall be decommissioned in compliance with all Environmental Laws and the improvements are generally left in a safe condition. Licensor shall assume ownership of all facilities and improvements remaining on the Site pursuant to this Section 20(d) without the need for any additional documentation, payment or other compensation to Licensee, and such facilities and improvements will become fixtures to the Property and/or part of Licensor's personal property.

21. DISPUTE RESOLUTION.

(a) In the event of a dispute between Licensor and Licensee arising out of or relating to this Agreement, the dispute shall first be referred to managers designated by Licensor and Licensee to have oversight over the administration of this Agreement. The managers shall meet within a reasonable time, not later than ten (10) calendar days after either Party's request for a meeting, whichever request is first, and the Parties shall make a good-faith effort to resolve the dispute.

(b) If the Parties are unable to resolve the dispute under the procedure set forth in Section 21(a), the Parties may agree to refer the matter to mediation. The Parties shall mutually agree upon a mediator to assist them in resolving their differences. Any expenses incidental to mediation shall be borne equally by the Parties.

(c) If the Parties fail to achieve a resolution of the dispute through meeting or mediation within a reasonable period of time, or within the cure periods provided for in Section 17 if pursuant to a

default, then either Party may seek any and all remedies available at law against the other Party for such dispute, default, or both.

22. INSURANCE.

(a) At all times during the Term of this Agreement, Licensee shall maintain commercial general liability (“CGL”) insurance in the amount of One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) general aggregate, based on ISO Form CG 00 01 or equivalent. Prior to Licensee’s use and maintenance of a fuel storage tank on the Property, and to the extent reasonably commercially available, Licensee shall procure and maintain pollution liability coverage in the amount of One Million Dollars (\$1,000,000) per occurrence and in the aggregate to cover sudden and non-sudden bodily injury and/or property damage to include the destruction of tangible property, loss of use, clean-up costs and the loss of use of tangible property that has not been physically injured or destroyed. The aforementioned CGL and pollution liability insurance policies shall be endorsed to include Licensor and Owner as additional insured, for full coverage and policy limits, with respect to claims arising out of or related to this Agreement. In lieu of the aforementioned insurance, Licensee may maintain, at its own expense and in accordance with applicable law, a fully funded self-insurance program for all of its liability exposures for this Agreement, including but not limited to injuries to persons and damage to property. Licensee agrees to provide Licensor with at least thirty (30) days prior written notice of any material change in Licensee’s insurance or insurance program. Licensee shall provide Licensor with a certificate of insurance and additional insured endorsements, or, if self-insured, a letter of self-insurance as adequate proof of coverage on or prior to the Term Commencement Date and at any time during the Term of this Agreement upon receipt of Licensor’s written request.

(b) Both Parties shall carry "All Risk" property insurance in an amount equal to the full replacement value of its improvements and personal property on the Property or shall self-insure their improvements and personal property on the Property.

(c) Notwithstanding any language to the contrary contained in this Agreement, Licensor and Licensee agree that they shall not make a claim against or seek recovery from the other for any loss or damage to their property, or the property of others, resulting from fire or other hazards covered by fire insurance or required to be covered under this Agreement and each hereby releases the other from any such claim or liability regardless of the cause of such loss.

23. TAXES. Licensor shall pay all real property taxes, assessments, or levies assessed against the Site and Licensor’s improvements thereon, excluding the Communication Facilities owned by Licensee. Without limiting Licensee’s obligations under Section 3(f) of this Agreement regarding Leasehold Excise Tax, Licensee shall pay all taxes, assessments or levies that shall be assessed on, or with respect to, the Communication Facilities and Licensee’s improvements to the Premises.

24. WARRANTIES.

(a) Licensor and Licensee each represent, warrant and agree that: (i) it is duly organized, validly existing and in good standing and has the right, power and authority to enter into this Agreement and bind itself hereto; and (ii) the officers and individuals executing below have been duly authorized to act for and on behalf of the Party for purposes of executing this Agreement.

(b) Licensor represents, warrants and agrees that: (i) Licensor has primary control of the ground on which the Site is located by easement, license or other written agreement, and owns certain communication facilities and improvements located thereon including but not limited to the Tower, and Licensor is entering into this Agreement with Licensee in good faith and with the intent to comply with

the Prime Agreement; (ii) Licensor has not encumbered and will not encumber the Premises with any liens, restrictions, mortgages, covenants, conditions, easements, leases or any other agreements of record or not of record, which would adversely affect Licensee's rights granted in this Agreement; (iii) as long as Licensee is not in default beyond any applicable cure period, Licensor will not interfere with Licensee's sole, actual, quiet and peaceful use, enjoyment and possession of the Equipment Space; and (iv) to Licensor's actual present knowledge, without a duty to investigate, Licensor's execution and performance of this Agreement will not violate any laws, covenants or the provisions of any mortgage, lease or other agreement binding on Licensor.

(c) Licensee acknowledges that Licensor's primary use of the Site is for a communications facility, among other things. Notwithstanding anything to the contrary contained in this Agreement, Licensee hereby represents and warrants to Licensor that Licensee's use of the Premises will at no time interfere with Licensor's primary use of the Site.

25. INDEMNITY AND HOLD HARMLESS.

(a) Licensee agrees to indemnify and hold Licensor harmless as provided herein to the maximum extent possible under law. Accordingly, Licensee agrees for itself, its successors and assigns, to defend, indemnify and hold harmless Licensor, its appointed and elected officials, and employees and agents, from and against liability for all claims, demands, suits, losses, judgments, damages, and costs, including costs of defense thereof for injury to persons, death, or property damage (collectively, "**Claims**"), that are caused by, arise out of, or are incidental to Licensee's acts or omissions in the exercise of rights and privileges granted by this Agreement, except to the extent of the negligence or willful misconduct of Licensor, and its employees, agents and contractors.

(b) Licensor agrees to indemnify and hold Licensee harmless as provided herein to the maximum extent possible under law. Accordingly, the Licensor agrees for itself, its successors and assigns, to defend, indemnify and hold harmless Licensee, its appointed and elected officials, and employees and agents, from and against liability for all Claims that are caused by, arise out of, or are incidental to Licensor's negligent acts or omissions, or willful misconduct with regard to the Site, except to the extent of the negligence or willful misconduct of Licensee, and its employees, agents and contractors.

(c) Where such Claims result from the concurrent negligence of the Parties, the provisions provided in this Section 25 shall be valid and enforceable only to the extent of each Party's negligence.

(d) Each of the Parties agrees that its obligations under this Section 25 extend to any Claim brought by, or on behalf of, any of its employees or agents. For this purpose, each of the Parties, by mutual negotiation, hereby waives, with respect to the other Party only, any immunity that would otherwise be available against such Claims under the industrial insurance provisions of Title 51 RCW.

(e) If it is determined that RCW 4.24.115 applies to this Agreement, then Licensee agrees to defend, hold harmless, and indemnify Licensor to the maximum extent thereunder.

(f) The provisions of this Section 25 do not apply to matters regarding Hazardous Materials that are subject to Section 10.

26. INTERFERENCE.

(a) Where there are existing radio frequency user(s) on the Site, Licensor will endeavor to provide Licensee with a list of all such existing radio frequency user(s) and the frequencies used by each to allow Licensee to evaluate and avoid the potential for interference. Licensee warrants that its use of the Premises will not interfere with existing radio frequency user(s) at the time Licensee begins its use of the Premises, as long as the existing radio frequency user(s) operate and continue to operate within their respective frequencies and in accordance with all applicable laws, licenses and manufacturers' specifications.

(b) Licensor will not grant a lease, license or any other right to any third party for the use of the Site if Licensor has actual knowledge that such use will adversely affect or interfere with Licensee's Communication Facilities, Permitted Use or rights under this Agreement. Licensor shall endeavor to include in all future leases, licenses and agreements for use of the Site terms substantially similar to the non-interference terms set out in this Section 26.

(c) Licensee shall, and Licensor agrees to require all subsequent users of radio frequencies on the Site, including any subsequent new use of radio frequencies on the Site by Licensor, to: (i) comply with the King County Radio Communications Services Site and Facility Standards set forth on **Exhibit D**; (ii) comply with the rules, regulations, and licenses of the Federal Communications Commission ("FCC"); (iii) cease operating any equipment that causes interference with pre-existing uses twenty-four (24) hours after receipt of notice of interference, except for intermittent testing to determine the cause of such interference, until the interference has been corrected; (iv) perform radio frequency intermodulation studies prior to the installation of additional equipment and any change in radio frequencies to confirm that the proposed installation and/or change will not create interference with existing uses; and (v) reasonably cooperate with other users in order to troubleshoot the cause of any radio frequency interference that may arise. Notwithstanding the preceding sentence, the last user to add equipment on or change radio frequencies at the Site that causes radio frequency interference shall have primary responsibility to investigate the cause of the interference and to incur the expense to cure the interference. If the interference cannot be cured using commercially reasonable efforts, such user shall remove from the Site the equipment that causes the interference.

(d) For the purposes of this Agreement, "**interference**" includes: (i) harmful interference as defined by the FCC; and (ii) any use on the Site that causes physical obstruction with the use of the Site by either Party, or by any third party that has a legal right to use all or any part of the Site, or by any of them.

27. NON-DISCRIMINATION. Licensee and Licensor, for themselves, their successors, and assigns as a part of the consideration hereof, do hereby covenant and agree to comply with all civil rights and anti-discrimination requirements of federal, state and local laws applicable to the Property, including, without limitation, Chapter 49.60 RCW. Licensee and Licensor shall not discriminate on the basis of race, color, marital status, national origin, religious affiliation, disability, sexual orientation, gender identity or expression or age except by minimum age and retirement provisions, unless based upon a bona fide occupational qualification, in the employment or application for employment or in the administration or delivery of services or any other benefits under King County Code Chapter 12.16, as now codified and as hereafter amended. Licensee and Licensor shall comply fully with all applicable federal, state and local laws, ordinances, executive orders and regulations that prohibit such discrimination. These laws include, but are not limited to, King County Charter Section 840, Chapter 49.60 RCW, and Titles VI and VII of the Civil Rights Act of 1964. Any violation of this provision shall be considered a default of this

Agreement and shall be grounds for cancellation, termination, or suspension, in whole or in part, of this Agreement and may result in ineligibility for further agreements between the Parties.

28. MISCELLANEOUS.

(a) NON-WAIVER: No waiver by either Party of any of the terms of this Agreement shall be construed as a waiver of the same term or other rights of that Party in the future.

(b) ENTIRE AGREEMENT: This Agreement contains all of the terms and conditions agreed upon by the Parties regarding the subject matter of this Agreement. The Parties agree that there are no other understandings, oral or otherwise, regarding the subject matter of this Agreement. No modification or amendment to this Agreement shall be valid until put in writing and signed by both Parties with the same formalities as this Agreement. The Parties shall cooperate, take further action, and execute and deliver further documents as may be reasonably required in order to carry out the purposes of this Agreement and the Communication Facilities.

(c) HEADINGS: The section headings appearing in this Agreement have been inserted solely for the purpose of convenience and ready reference. In no way do they purport to, and shall not be deemed to define, limit or extend the scope or intent of the sections to which they pertain.

(d) COUNTERPARTS: This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, shall be an original, but such counterparts shall together constitute but one and the same.

(e) SEVERABILITY; INVALIDITY OF PROVISIONS: If any parts, terms or provisions of this Agreement are held by the courts to be illegal, invalid or unenforceable, the validity of the remaining portions or provisions shall not be affected and the rights and obligations of the Parties shall not be affected in regard to the remainder of this Agreement, the remainder of this Agreement being valid and enforced to the fullest extent permitted by law. If it should appear that any part, term or provision of this Agreement is in conflict with any applicable laws, then the part, term or provision shall be deemed inoperative and null and void insofar as it is in conflict therewith, and this Agreement shall be deemed modified to conform to such statutory provision.

(f) USE OF TERMS: Whenever the singular number is used in this Agreement and whenever required by the context, the same shall include the plural, and the masculine gender shall include the feminine and neuter genders, and the word "person" shall include corporation, partnership, limited liability company, firm, association or other entity.

(g) SUCCESSORS AND ASSIGNS: Subject to the Prime Agreement, this Agreement shall run with the land for the duration of the Term (subject to termination as provided in Section 18 and elsewhere in this Agreement), and shall be binding upon and inure to the benefit of the Parties, their respective successors, personal representatives and assigns.

(h) INTERPRETATION: Unless otherwise specified, the following rules of construction and interpretation apply: (i) use of the term "including" will be interpreted to mean "including but not limited to"; (ii) use of the terms "termination" or "expiration" are interchangeable except where used in distinction to each other; (iii) reference to a default will take into consideration any applicable notice, grace and cure periods; and (iv) to the extent there is any issue with respect to any alleged, perceived or actual ambiguity in this Agreement, the ambiguity shall not be resolved on the basis of who drafted this Agreement.

(i) GOVERNED BY LAWS OF STATE OF WASHINGTON: This Agreement shall be governed by the law of the State of Washington without giving effect to its conflicts of law rules or choice of law provisions.

(j) FAILURE TO INSIST UPON STRICT PERFORMANCE: The failure of either Party to insist upon strict performance of any of the terms or conditions of this Agreement shall not constitute a waiver thereof.

(k) HOLDOVER:

(i) If Licensee remains in possession of the Premises after expiration or earlier termination of this Agreement (“**Termination Date**”), upon obtaining Licensor’s prior written consent thereto, such possession by Licensee shall be deemed to be a month-to-month tenancy terminable on thirty (30) days’ written notice given at any time by either Party (“**Approved Holdover**”). In such event, all provisions of this Agreement shall apply to the month-to-month tenancy, except as otherwise provided in this Section 28(k).

(ii) During the Approved Holdover, if the Parties are actively, in good faith, negotiating a new agreement for Licensee’s continued use of the Premises and such new agreement is fully executed by the Parties within twelve (12) months of the Termination Date, then Licensee shall continue to pay Licensor the rent in effect as of the Termination Date, if any, prorated and payable on a monthly basis until the new agreement is fully executed. If the new agreement is not fully executed within such twelve (12) month period, then commencing on the twelve (12) month anniversary of the Termination Date and continuing until Licensee surrenders possession of the Premises to Licensor in accordance with the terms of Section 20, Licensee shall pay Licensor one hundred two percent (102%) of the rent then in effect as of the Termination Date, if any, prorated and payable on a monthly basis (“**Holdover Rent**”).

(iii) If the Parties are not actively, in good faith, negotiating a new agreement for Licensee’s continued use of the Premises during the Approved Holdover, or if Licensee fails to surrender the Premises upon the Termination Date, without obtaining Licensor’s prior written consent to hold over, Licensee shall pay Licensor the Holdover Rent from the Termination Date until Licensee surrenders possession of the Premises to Licensor in accordance with the terms of Section 20.

(iv) At all times during any holdover, Licensee shall indemnify and hold Licensor harmless from all loss and liability, including, but not limited to, any claims made by Owner and any succeeding licensee founded on or resulting from such failure to surrender, together with interest, reasonable attorney’s fees, costs, and expenses.

(v) Acceptance by Licensor of any monies after the Termination Date shall not result in a renewal of this Agreement, nor affect Licensor’s right of re-entry or any rights of Licensor herein or available at law.

(l) SURVIVAL: Any provisions of this Agreement relating to indemnification shall survive the termination or expiration of this Agreement, and shall also extend to all Claims and Environmental Claims arising prior to the Term Commencement Date of this Agreement if Licensee’s use of any part of the Premises commenced prior thereto. In addition, any terms and conditions contained in this

King County Agreement #: 1067A
PSERN Operator Agreement #: PSERN-44
King County Agreement Name: Rattlesnake PSERN Operator Agreement
King County Site Name: Rattlesnake

Agreement that by their sense and context are intended to survive the termination or expiration of this Agreement shall so survive.

(m) MEMORANDUM OF AGREEMENT: Subject to the terms of the Prime Agreement, Licensor agrees to sign a short form Memorandum of Agreement, in form substantially similar to that attached hereto as Exhibit G, that Licensee may record at Licensee's expense.

(n) EXHIBITS: This Agreement is subject to the terms and conditions of the following exhibits, which exhibits are an integral part of this Agreement and are incorporated herein by this reference:

- Exhibit A – Description of Property & Site
- Exhibit B – Depiction of Premises
- Exhibit C – Technical Data Sheet
- Exhibit D – King County Radio Communications Services Site and Facility Standards
- Exhibit E – Prime Agreement
- Exhibit F – Assignment & Bill of Sale
- Exhibit G – Memorandum of Agreement

[SIGNATURES ON FOLLOWING PAGES]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be fully executed as of the last date signed by each Party's authorized representative, as provided herein below.

Licensor:
 KING COUNTY,
 a home rule charter county and political subdivision of the State of Washington

By: _____
 Name: Anthony O. Wright
 Title: Director, Facilities Management Division
 Date: _____

Consent:
 EMERGENCY RADIO COMMUNICATIONS DIVISION

_____ Date
 David L. Mendel, Director

Consent:
 METRO DEPARTMENT OF TRANSIT

_____ Date
 Terry White, General Manager

Approved as to form:

 Prosecuting Attorney's Office

STATE OF WASHINGTON)
) ss.
 COUNTY OF KING)

On this _____ day of _____, 20____, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Anthony O. Wright, Director, Facilities Management Division, for King County, to me known to be the individual that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said individual, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument, and that the seal affixed is the seal of said County.

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

NOTARY PUBLIC in and for the State of
 Washington, residing at _____.
 My commission expires: _____

King County Agreement #: 1067A
 PSERN Operator Agreement #: PSERN-44
 King County Agreement Name: Rattlesnake PSERN Operator Agreement
 King County Site Name: Rattlesnake

Licensee:
 PUGET SOUND EMERGENCY RADIO NETWORK OPERATOR,
 a governmental agency formed under RCW 39.34.030(3)(b)
 and organized as a Washington nonprofit corporation

By: _____

Name: _____

Title: _____

Date: _____

STATE OF _____)
) ss.
 COUNTY OF _____)

On this _____ day of _____, 20_____, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared _____, to me known to be the individual(s) that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said individual(s), for the uses and purposes therein mentioned, and on oath stated that he/she was authorized to execute said instrument.

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

NOTARY PUBLIC in and for the State of Washington, residing at _____.
 My commission expires: _____

EXHIBIT A
Description of Property & Site
(Page 1 of 5)

Legal Description of the Property:

BEGINNING AT THE CORNER OF SECTIONS 17, 18, 19, 20, TOWNSHIP 23 NORTH, RANGE 8 EAST, W.M., IN KING COUNTY, WASHINGTON; THENCE S 0°45'20" W ALONG THE WEST LINE OF SECTION 20 A DISTANCE OF 240 FEET; THENCE S 89°14'40" E 200 FEET TO THE NE CORNER OF THE SITE PRESENTLY LEASED TO PACIFIC NORTHWEST BELL TELEPHONE COMPANY UNDER APPLICATION NO. 23965, SAID POINT ALSO BEING THE NW CORNER OF AND THE TRUE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE CONTINUING S 89°14'40" E 208 FEET; THENCE S 0°45'20" W 208 FEET; THENCE N 89°14'40" W 208 FEET TO THE EAST LINE OF THE AFOREMENTIONED SITE LEASED TO PACIFIC NORTHWEST BALL TELEPHONE COMPANY; THENCE N 0°45'20" E 208 FEET ALONG SAID LINE TO THE TRUE POINT OF BEGINNING.

SITUATE IN THE COUNTY OF KING, STATE OF WASHINGTON.

APN: 2023089021

Address: 14600 RATTLESNAKE RD SE, SNOQUALMIE, WA 98065

Access to the Site from a public right-of-way is granted in the Prime Agreement (aka Easement); it crosses the following parcels*:

APN: 223079009
N 1/2 OF SW 1/4 LESS ST HWYS

APN: 223079012
SE 1/4 OF SW 1/4

APN: 1123079004
PORTION OF NE 1/4 OF NE 1/4 LY NWLY OF NWLY R/W LINE OF ROCKY REACH MAPLE VALLEY NO 1 TRANSMISSION LINE TGW W 1/2 OF NE 1/4 LESS PORTION TO U S OF AMERICA UNDER RECORDING NO 7707260115 TGW NE 1/4 OF NW 1/4 TGW W 1/2 OF NW 1/4 LY ELY OF ELY BDRY OF STATE ROUTE 18 TGW SE 1/4 OF NW 1/4 AND THE NE 1/4 OF SW 1/4 LESS PORTION TO U S OF AMERICA UNDER RECORDING NO 7707260115 TGW PORTION OF NW 1/4 OF SW 1/4 LY ELY OF ELY BDRY OF STATE ROUTE 18 LESS PORTION TO U S OF AMERICA UNDER RECORDING NO 7707260115 TGW SW 1/4 OF SW 1/4 LY NWLY OF NWLY BDRY OF MAPLE VALLEY LOOP TO RAVEN MONROE NO 1 TRANSMISSION LINE - SUBJECT TO TRANSMISSION LINE EASEMENT - SUBJECT TO ROAD EASEMENT LESS C & M RIGHTS

EXHIBIT A

(Page 2 of 5)

- APN:** 1123079002
PORTION OF NE 1/4 OF NE 1/4 LY NWLY OF NWLY R/W LINE OF ROCKY REACH MAPLE VALLEY NO 1 TRANSMISSION LINE TGW W 1/2 OF NE 1/4 LESS PORTION TO U S OF AMERICA UNDER RECORDING NO 7707260115 TGW NE 1/4 OF NW 1/4 TGW W 1/2 OF NW 1/4 LY ELY OF ELY BDRY OF STATE ROUTE 18 TGW SE 1/4 OF NW 1/4 AND THE NE 1/4 OF SW 1/4 LESS PORTION TO U S OF AMERICA UNDER RECORDING NO 7707260115 TGW PORTION OF NW 1/4 OF SW 1/4 LY ELY OF ELY BDRY OF STATE ROUTE 18 LESS PORTION TO U S OF AMERICA UNDER RECORDING NO 7707260115 TGW SW 1/4 OF SW 1/4 LY NWLY OF NWLY BDRY OF MAPLE VALLEY LOOP TO RAVER MONROE NO 1 TRANSMISSION LINE - SUBJECT TO TRANSMISSION LINE EASEMENT - SUBJECT TO ROAD EASEMENT LESS C & M RIGHTS
- APN:** 1123079001
S 1/4 OF SECTION 11-23-07 LY SELY OF NWLY R/W LINE OF MAPLE VALLEY LOOP TO RAVER-MONROE NO 1 LESS PORTION WITHIN FOLLOWING - BEGIN N 30-31-37 E 1395.60 FT FROM SW CORNER OF SECTION 11 TH N 41-03-20 E 355.90 FT TH N 52-41-53 E 1265.49 FT TH N 01-50-50 E 193.42 FT TH N 52-41-53 E 3094.75 FT TH S 01-50-50 W 3222.01 FT TH N 88-09-10 W 3606.34 FT TO POB LESS C & M RIGHTS SUBJECT TO TRANSMISSION LINE EASEMENT SUBJECT TO ROAD EASEMENT
- APN:** 1423079019
NE 1/4 TGW E 1/2 OF W 1/2 LESS PORTION OF N 1/2 OF N 1/2 OF NE 1/4 LY E OF E R/W LINE OF EASEMENT IN FAVOR OF USA DESCRIBED IN AGREEMENT NO 32076 DATED DECEMBER 20, 1967 AND 30 FT SWLY OF AND PLW C/L OF WEYERHAEUSER EXISTING ROAD 35000 AND LESS E 1/2 OF SE 1/4 OF NE 1/4
- APN:** 1323079001
W 1/4 OF SECTION 13-23-07 LESS WLY PORTION OF SW 1/4 OF NW 1/4 BEING 30 FT WLY OF AND PLW C/L OF WEYERHAEUSER EXISTING ROAD 35000
- APN:** 1323079002
SECTION 13-23-07 LESS W 1/4 LESS C & M RIGHTS
- APN:** 1323079003
WLY PORTION OF SW 1/4 OF NW 1/4 BEING 30 FT WLY OF AND PLW C/L OF WEYERHAEUSER EXISTING ROAD 35000 THIS PARCEL DESIGNATED FOREST LAND PURSUANT TO SUBSECTION (3) OF RCW 84.33.120 OR 84.33.130
- APN:** 2423079001
ENTIRE SECTION LESS SW 1/4 OF SW 1/4 LESS C/M RGTS IN E 1/2 OF SW 1/4 LESS CO RDS
- APN:** 1923089001
ENTIRE SECTION FRACTL SUBJ TO TRANS LN ESMT

EXHIBIT A

(Page 3 of 5)

- APN:** 3023089001
GL 1-2-3-4 TGW E 1/2 OF NW 1/4 TGW NE 1/4 TGW SE 1/4 TGW SE 1/4 OF SW 1/4
- APN:** 3023089009
NE 1/4 OF SW 1/4
- APN:** 2923089001
ENTIRE SECTION LESS E 1/2 OF NE 1/4
- APN:** 2023089007
SW 1/4 OF SE 1/4 OF NW 1/4 TGW SW 1/4 OF NW 1/4 TGW SW 1/4 TGW W 1/2 OF SW 1/4 OF SE 1/4
- APN:** 2023089006
NW 1/4 OF NW 1/4 LESS W 125 FT OF S 325 FT OF N 863.50 FT LESS S 300 FT OF N 538.50 FT OF W 200 FT LESS E 208 FT OF W 408 FT OF S 208 FT OF N 446.50 FT LESS E 25 FT OF W 433 FT OF S 25 FT OF N 446.5 FT TGW SW 1/4 OF NE 1/4 OF NW 1/4 DNR LEASES #52-026270 & 52-027836

*Abbreviated legal descriptions, obtained from the King County Assessor's website, are used to describe the access parcels. They are not complete or recordable.

EXHIBIT A
(Page 4 of 5)

Description and/or depiction of the Site:

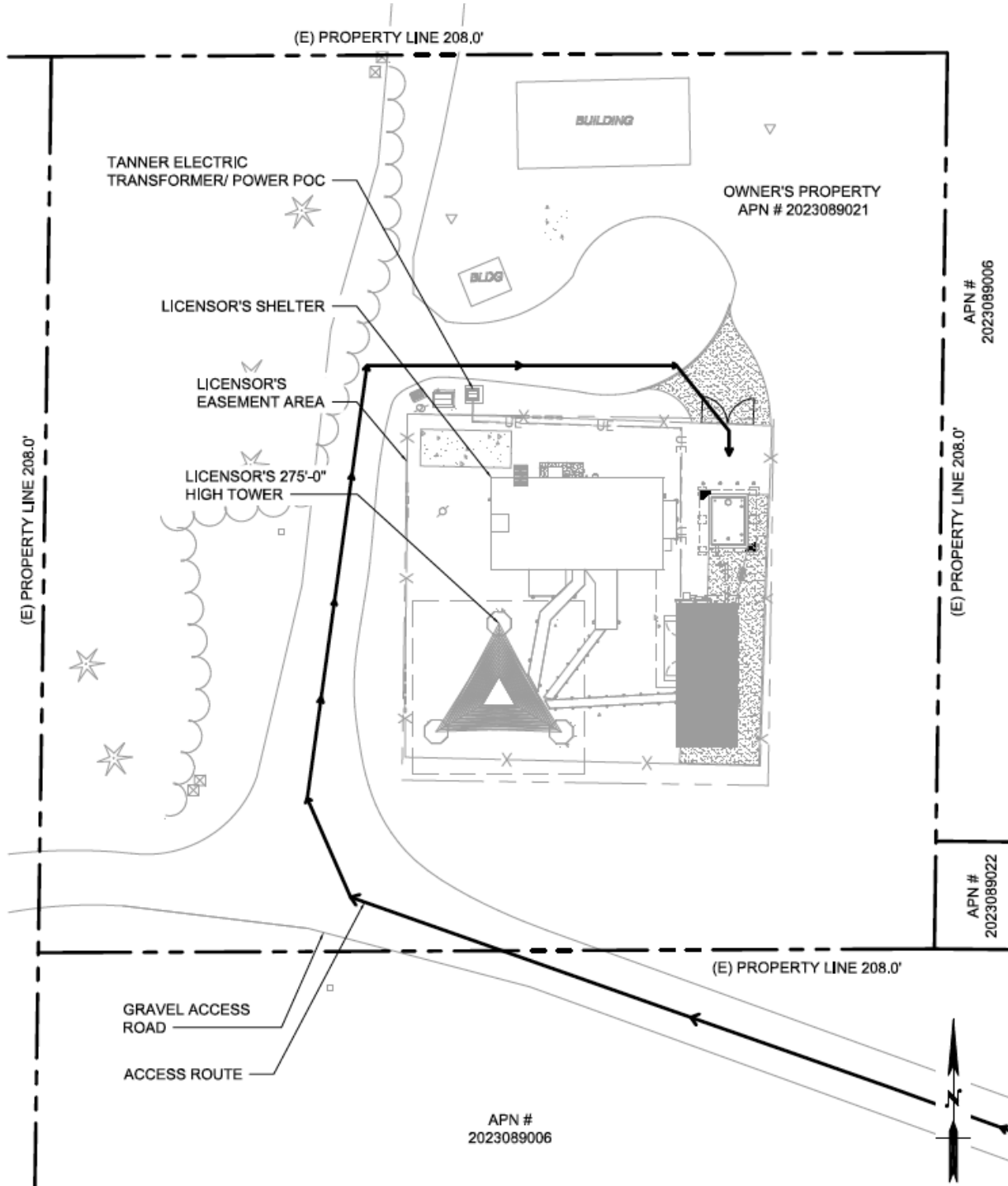


EXHIBIT A
(Page 5 of 5)

Description and/or depiction of the Site:

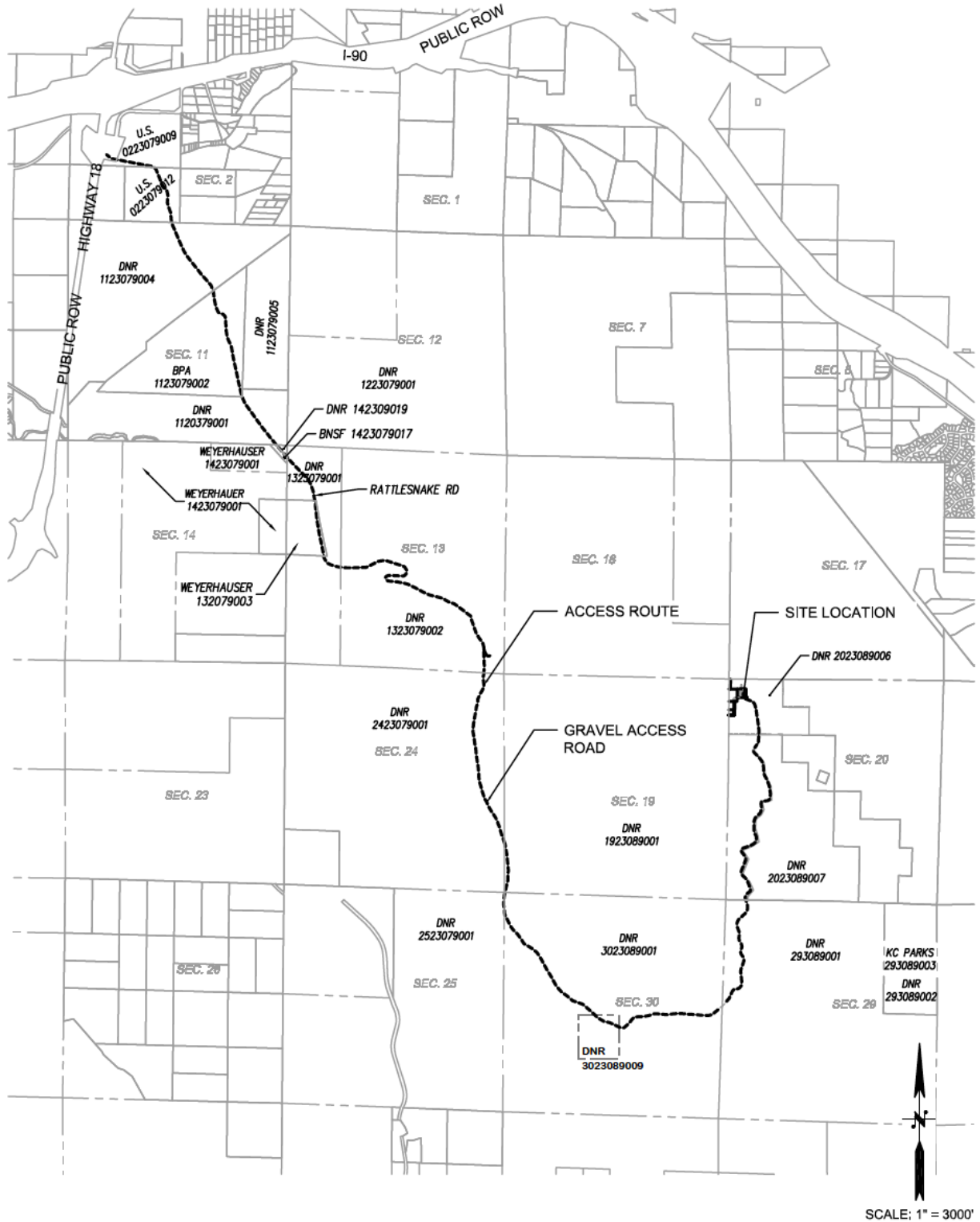


EXHIBIT B
Depiction of Premises
(Page 1 of 2)

Depiction of Premises:

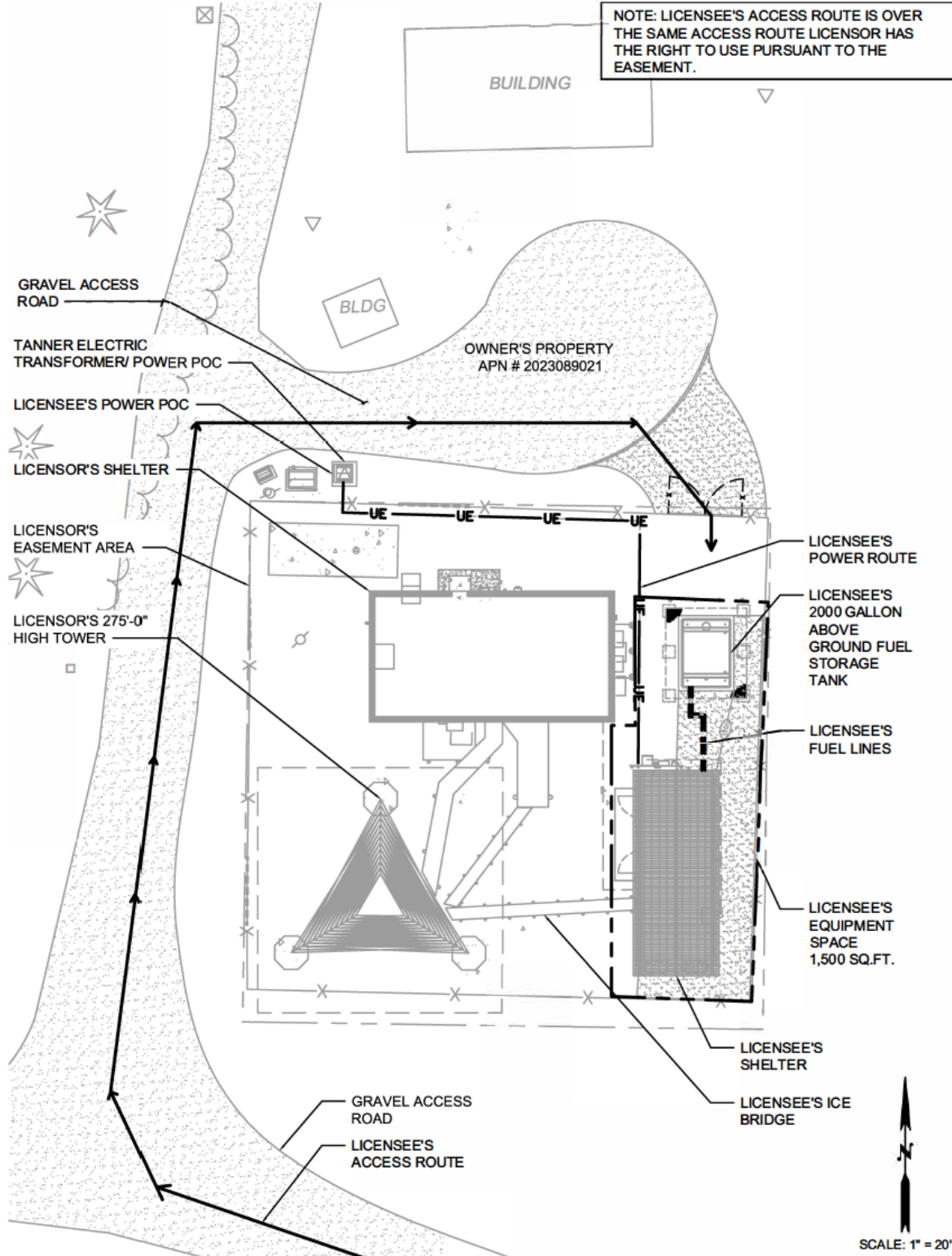
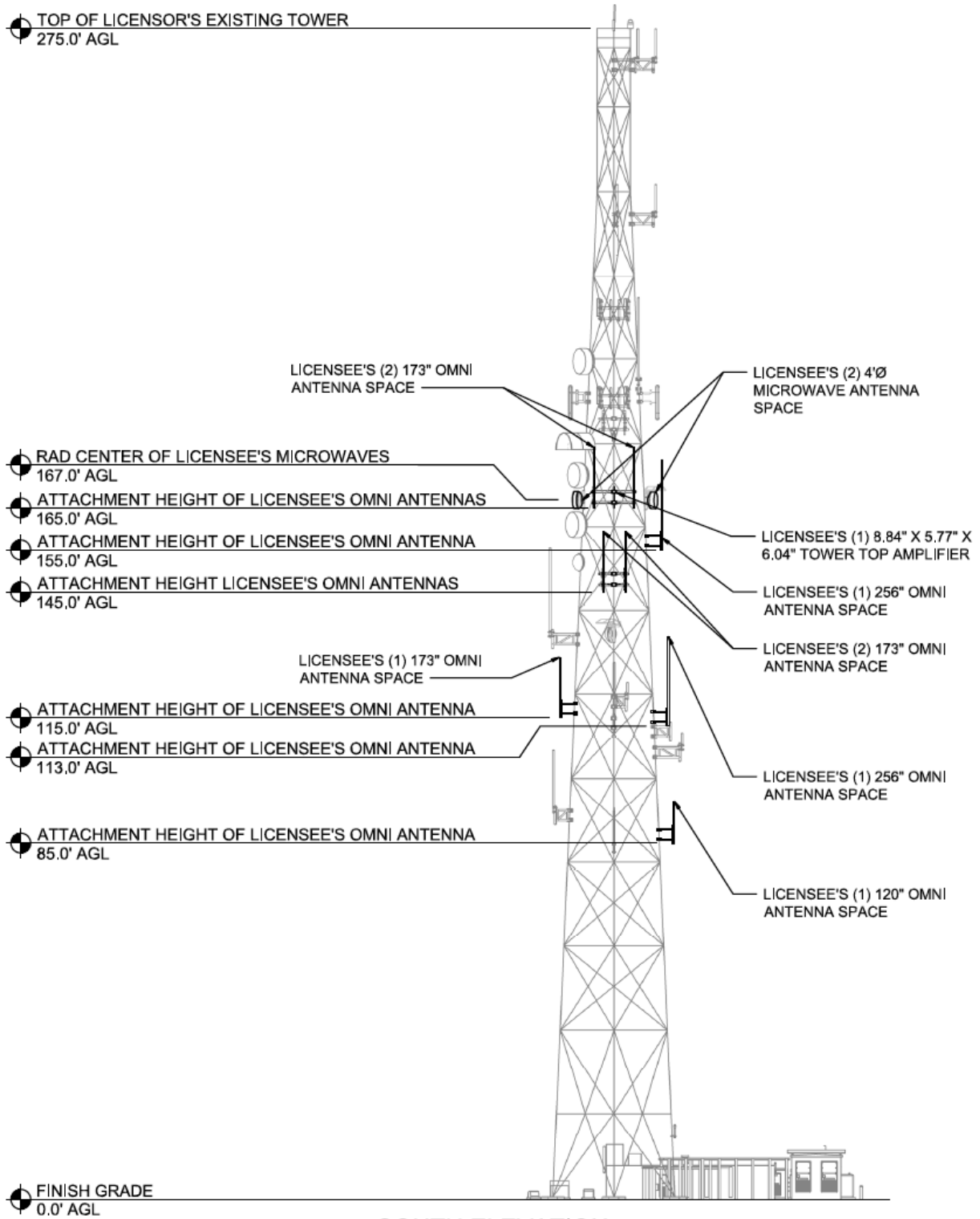


EXHIBIT B
 (Page 2 of 2)



SOUTH ELEVATION

SCALE: 1" = 30'

EXHIBIT C
Technical Data Sheet

1. Licensee Information:

Licensee Name: PUGET SOUND EMERGENCY RADIO NETWORK
Notice Address:
Contact Name/Phone:

2. Site Information:

Licensee Site Number: PSERN-44	Licensee Site Name: Rattlesnake
Property Address: 14600 Rattlesnake Road SE, Snoqualmie, Washington 98065	
Property APN: 2023089021	

3. Proposed Licensee Communication Facilities:

FCC/NTIA Call Sign:	Date FCC/NTIA License(s):	Copy of FCC License(s) provided to Licensor <input checked="" type="checkbox"/>
WQKL796 (MW)	Eff: <u>05/20/2019</u> Exp: <u>07/08/2029</u>	
KUS535 (VHF)	Eff: <u>05/14/2019</u> Exp: <u>01/31/2022</u>	
KBS332 (VHF)	Eff: <u>11/10/2011</u> Exp: <u>01/31/2022</u>	
WNXS580 (UHF)	Eff: <u>08/23/2011</u> Exp: <u>11/06/2021</u>	
WRBM426 (800)	Eff: <u>05/22/2019</u> Exp: <u>04/26/2028</u>	
WRJT737	Eff: <u>10/27/2020</u> Exp: <u>10/27/2030</u>	

Tower Equipment:

Number of Antennas	Mfr./Model & Type No.	Weight	Dimensions	Location on Tower (Note if attachment or RAD Center)	Direction of Radiation (Azimuth)
1 (VHF) TX	RFI, COL54-160	46 lbs	256 in	113' - attachment	Omni
1 (VHF) RX	RFI, COL54-160	46 lbs	256 in	155' - attachment	Omni
2 (P25) TX	Sinclair, SC479-HF1LDF(D06-E5765)	40 lbs	173 in	145' - attachment	Omni
2 (P25) RX	Sinclair, SC479-HF1LDF(D06-E5765)	40 lbs	173 in	165' - attachment	Omni
1 (8CALL)	Sinclair, SC479-HF1LDF(D06-E5765)	25 lbs	173 in	115' - attachment	Omni
1 (UHF)	Sinclair, SD314-HF3P2LDF)	25 lbs	120 in	85' - attachment	Omni
2 (MW)	Commscope, HP4-107	152 lbs	4' dish	167' - RAD center	102 & 282
1 Tower Top Amp	Bird Technologies DS43283	8 lbs	8.84 x 5.77 x 6.04 in	165' - attachment	N/A

Number of Transmission Lines:	Manufacturer & Type No.	Diameter	Length
2 (waveguide)	Commscope, EW90	Elliptical 1.3 x 0.8 in	190'
2 TX	AVA5-50	7/8"	175'
2 RX	AVA5-50	7/8"	195'
1 test line	LDF4-50A	1/2"	200'
VHF TX	AVA5-50	7/8"	150'
VHF RX	AVA5-50	7/8"	175'
UHF	AVA5-50	7/8"	140'
8CALL	AVA5-50	7/8"	175'
GPS	LDF4-50A	1/2"	40'

Additional Equipment to be placed on Tower: **See WSDOT's tower and radio equipment in Section 5(b) below.**

Radios:

# of Radio Units per TX/RX Freq.	Transmit Freq. (MHz)	Receive Freq. (MHz)	Channels, Nos. & Type (analog, digital, etc.)	Max. Power Output
1 (P25)	851.1375	806.1375	Digital	100 W
1 (P25)	851.1875	806.1875	Digital	100 W
1 (P25)	851.4875	806.4875	Digital	100 W
1 (P25)	851.6375	806.6375	Digital	100 W
1 (P25)	851.8875	806.8875	Digital	100 W
1 (P25)	852.1625	807.1625	Digital	100 W
1 (P25)	852.2125	807.2125	Digital	100 W
1 (P25)	852.4125	807.4125	Digital	100 W
1 (P25)	852.4625	807.4625	Digital	100 W
1 (P25)	852.8625	807.8625	Digital	100 W
1 (P25)	853.5250	808.5250	Digital	100 W
1 (P25)	853.7750	808.7750	Digital	100 W
1 (P25)	853.8250	808.8250	Digital	100 W
1 (P25)	854.0875	809.0875	Digital	100 W
1 (P25)	854.1125	809.1125	Digital	100 W
1 (P25)	854.1875	809.1875	Digital	100 W
1 (P25)	854.2875	809.2875	Digital	100 W
1 (P25)	854.4125	809.4125	Digital	100 W
1 (VHF)	154.9650	153.9950	Analog	100 W
1 (VHF)	155.1900	154.6500	Analog	100 W
1 (UHF)	460.55	465.5500	Analog	100 W
1 (8CALL)	851.0125	866.0125	Analog	100 W
1 (Microwave) NB	11095.0000		Digital	1.79 W
1 (Microwave) ET	11135.0000		Digital	1.79 W

Location of Equipment: Licensor's Shelter Ground Other
 If Ground or Other, Dimensions: 1,500 sq. ft.

4. Proposed Services:

Electricity/Power provided by: Licensor Licensee N/A
 Backup Power Generator provided by: Licensor Licensee N/A
 Backhaul provided by: Licensor Licensee N/A
 Telephone needed? Yes No **NOTE: LICENSOR WILL NOT PROVIDE**

5. Additional Information:

- (a) Licensee is to provide backhaul to the following Licensor tenants, whose equipment is located in Licensor's Shelter, in the amounts specified:
1. NORCOM - 128 Kbps
 2. EF&R - 64 Kbps

King County Agreement #: 1067A
 PSERN Operator Agreement #: PSERN-44
 King County Agreement Name: Rattlesnake PSERN Operator Agreement
 King County Site Name: Rattlesnake

(b) Licensee’s Antenna Space shall include space on the Tower for Washington State Department of Transportation’s (“**WSDOT**”) antenna equipment, as permitted in the WSDOT License (defined in **Exhibit F**, Assignment & Bill of Sale). WSDOT’s tower and radio equipment is as follows:

FCC/NTIA Call Sign:	Date FCC/NTIA License(s)
WNZT390	Eff: <u>01/06/2016</u> Exp: <u>09-15-2023</u>
WRAJ654	Eff: <u>01/03/2018</u> Exp: <u>12/06/2027</u>
WPTZ781	Eff: <u>03/06/2017</u> Exp: <u>05/14/2027</u>

Tower Equipment (on 275’ Tower):

Number of Antennas	Mfr./Model & Type No.	Weight	Dimensions	Location on Tower (Approved RAD Center)	Direction of Radiation (Azimuth)
1	DS7C06P36U4D/Omni	29 lbs	8.4’ long	182’ on N leg	Omni
1	VHLP	12 lbs	1’ Dish	134’ on SE Leg	130

Number of Transmission Lines:	Manufacturer & Type No.	Diameter	Length
1	Andrews 1-5/8” LDF	1-5/8” Heliax	210’
2	TCat Ethernet cable	3/8”	170’

Radios:

# of Radio Units per TX/RX Freq.	Transmit Freq. (MHz)	Receive Freq. (MHz)	Channels, No. & Type (analog, digital, etc.)	Max. Power Output
1	856.1125	811.1125	Analog	60W
1	853.3125	808.3125	Analog	75W
1	854.5625	807.5625	Analog	75W
1	853.8750	808.8750	Analog	75W
1	770.20625	800.20625	Digital	100W
1	770.46875	800.46875	Digital	100W
1	770.71875	800.71875	Digital	100W
1	770.96875	800.96875	Digital	100W
1	771.40625	801.40625	Digital	100W
1	1800.0000	1800.000	Digital	.1W

EXHIBIT D
King County Radio Communications Services
Site and Facility Standards
Updated April 5, 2000

All fixed transmitting and receiving equipment installed within King County facilities shall employ isolators or similar devices and band pass filtering or alternative band pass filtering (such as using window filters for broadband services like PCS) which accomplishes the same objectives. These devices are intended to minimize spurious radiation, receiver local oscillator leakage and transmitter and receiver intermodulation products. The following standards constitute the *minimum requirements* for use of wireless transmitting and receiving equipment.

Transmitter/Receiver Filtering Standards

The following transmitter/receiver filtering standards shall be observed in all King County facilities:

1. Transmitters in the 25 to 54 MHz range shall have a band pass filter providing a minimum of 30 dB of attenuation 1.0 MHz removed from the operating frequency. Transmitters in this frequency range should be fitted with a single isolator providing a minimum of 20 dB isolation.
2. Transmitters in the 72 to 76 MHz range shall have a band pass filter providing a minimum of 30 dB of attenuation 1.0 MHz removed from the operating frequency. Transmitters in this frequency range shall also be fitted with dual isolators providing a minimum of 50 dB isolation.
3. Transmitters in the 88 to 108 MHz range shall have a band pass filter providing a minimum of 30 dB of attenuation 1.0 MHz removed from the operating frequency. Transmitters in this frequency range shall also be fitted with dual isolators providing a minimum of 50 dB isolation. No transmitters with a transmitter power output of over 100 watts shall be permitted within King County facilities. In addition, some facilities may not allow use of transmitting equipment in this frequency range.
4. Transmitters in the 108 to 225 MHz range shall have a band pass filter providing a minimum of 15 dB of attenuation 1.0 MHz removed from the operating frequency. Transmitters in this frequency range shall also be fitted with dual isolators providing a minimum of 50 dB isolation.
5. Transmitters in the 225 to 400 MHz range shall have a band pass filter providing a minimum of 20 dB of attenuation 1.0 MHz removed from the operating frequency. Transmitters in this frequency range shall also be fitted with dual isolators providing a minimum of 50 dB isolation.
6. Transmitters in the 400 to 512 MHz range shall have a band pass filter providing a minimum of 20 dB of attenuation 2.0 MHz removed from the operating frequency. Transmitters in this frequency range shall also be fitted with dual isolators providing a minimum of 50 dB isolation. Window filtering with broader responses may be authorized on a case by case basis.
7. Transmitters in the 512 to 746 MHz range shall have a band pass filter providing a minimum of 20 dB of attenuation 2.0 MHz removed from the operating frequency. Transmitters in this frequency range shall also be fitted with dual isolators providing a minimum of 50 dB isolation.
8. No broadcast transmitters in the 746 to 806 MHz range shall be permitted in King County facilities.

9. Transmitters in the 806 to 990 MHz range shall have a band pass filter providing a minimum of 15 dB of attenuation 3.0 MHz removed from the operating frequency. Transmitters in this frequency range shall also be fitted with dual isolators providing a minimum of 50 dB isolation. Window filtering with broader responses may be authorized on a case-by-case basis.

Site Engineering Standards and Site User Practices

The following site engineering standards and site user practices shall be observed in all King County facilities:

1. A band pass cavity shall always be used before each receiver. A window filter may be substituted in multicoupled systems. Crystal filters are also advisable at crowded facilities.
2. A band reject duplexer may not be used unless accompanied by the required band pass cavities. A pass reject duplexer may be used, provided the duplexer band pass characteristics meet the minimum requirements for transmitter band pass filtering.
3. All cables used in King County facilities must, at minimum, be double-shielded with 100% braid coverage. Use of solid outer shield cables (i.e. 'Heliac') is strongly encouraged. All external feed lines shall be solid-shielded.
4. All cables used shall be covered with an insulating jacket. Cables used externally shall be covered with an ultra-violet resistant insulating jacket. No cables with aluminum outer conductors shall be used in King County facilities.
5. Use of constant impedance connectors shall be required. Type 'N,' BNC or 7/16 DIN connector types are typical constant impedance connectors. Adapters shall not be used for permanent connections.
6. All equipment shall be properly grounded. Grounding shall be performed by grounding the radio equipment manufacturers designated equipment ground and shall be tied to the radio facility equipment ground, preferably using flat copper strap or copper braid. The AC line ground shall also be used to provide the protective ground. Use of three-wire to two-wire adapters shall be prohibited. The Manager of the King County Radio Communications Services shall identify the radio facility ground point.
7. All transmission lines shall be fastened to towers, cable trays and other site attachment points using manufactured hardware designed for the purpose. All transmission lines shall be grounded before entry into the radio facility and shall pass through King County approved lightning protection equipment. Use of cable ties, ty-wraps and similar attachment hardware is generally discouraged but may be permitted on a case-by-case basis. Use of non-insulated metallic ties shall be strictly prohibited. Non-insulated transmission lines shall not be used in King County facilities. Non-insulated rigid wave guide is acceptable when properly attached using rigid attachment hardware.
8. All telephone circuits terminating in King County radio facilities shall have lightning protection at the entry point into the facility.
9. All loose metallic objects shall be removed from the facility at the conclusion of any work performed on-site. Metallic trash shall be removed from the facility entirely.

10. All equipment shall be maintained in such a fashion as to be in compliance with all FCC, NTIA, FAA and state and local laws and regulations. Commercial and public safety radio equipment shall be FCC type-accepted. Federal government and amateur radio equipment shall be constructed in such a fashion as to be of commercial quality. Quarterly checks of the receiving equipment, transmitting equipment, antennas and customer-owned site filtering equipment are strongly encouraged.
11. Interference problems resulting from the addition of a new user to a King County facility shall be the responsibility of the 'last-in' tenant to resolve, provided that interference problems are not the result of a non-compliant installation by an existing tenant. Significant interference may require that a licensee cease operation until the interference problem can be resolved. Should the problem not be resolvable to the satisfaction of the Manager of the King County Radio Communications Services, the new tenant may be unable to use the facility.
12. Any changes to the tower configuration (additions, removals, realignments of antennas) require pre-approval by the King County Radio Communications Services Manager and may require amendments to the Agreement, if the changes are beyond what is authorized by the Agreement, and King County agrees to such Agreement amendments. An inspection is required at the end of such work.
13. Equipment which presents an immediate hazard to the facility or individuals working on the facility may require deactivation until the hazard is removed. High power transmitters may also need to be deactivated when maintenance of the facility is being performed. The licensee shall be notified in advance of any such deactivation.
14. All King County radio facilities are protected by locked doors and most have alarm systems. In some cases, on-site alarms are not obvious. Exceptions include sites with segregated 'guest space' where alarm systems may not be provided. For those facilities with alarms, prior notification of King County Radio Communications Services shall be required before sites may be entered. Activation of a facility alarm shall result in the dispatch of police officers, the cost of which shall be borne by the tenant activating the alarm without providing prior notice of entry.
15. All site property shall be left clean and free of debris, trash and food scraps. If materials are brought in which become trash, the tenant bringing in the material shall be responsible for its removal.
16. All equipment installed in King County facilities shall be properly licensed. All tenant FCC, IRAC and amateur radio licenses shall be posted.
17. Special on-site uses may be subject to additional limitations beyond those described herein. Special site users shall be notified of such additional limitations in writing.

Emergency contacts are as follows:

Day: King County Radio Communication Services [TBD]
Night: King County Sheriff's Communication Center [TBD]

King County Agreement #: 1067A
PSERN Operator Agreement #: PSERN-44
King County Agreement Name: Rattlesnake PSERN Operator Agreement
King County Site Name: Rattlesnake

EXHIBIT E
Prime Agreement

The Prime Agreement is attached hereto.

RAY-5-76 00268 7605050592 - A HF 000

STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES
BERT L. COLE, Commissioner of Public Lands

MAY 5 2 30 PM '76

RECORDED KC.RECORDS

Agreement No. 37617

THIS AGREEMENT, made effective this 1st day of July, 1974, by and between KING COUNTY, Department of Public Safety, herein called the "Grantee," and the STATE OF WASHINGTON, acting by and through the Department of Natural Resources, herein called the "State," WITNESSETH:

The State, for and in consideration of the terms and conditions specified herein, hereby grants and conveys to the Grantee, its successors and assigns:

An easement for a right of way for the construction, operation, use and maintenance of a radio relay site, over and across a tract of land more specifically described by a metes and bounds description contained in Exhibit B attached hereto and by this reference made a part hereof, all in King County, Washington.

An easement for a right of way for two (2) beam paths as described on the Technical Data Sheets, Page 3, dated May 6, 1974, attached hereto and by this reference made a part hereof, all in King County, Washington.

A nonexclusive right to use a portion of the State's concrete building, to use electric power furnished from the State's meter, and to the use of emergency power furnished from the State's emergency generator.

A nonexclusive right to use an existing road over and across the location shown in red and green on the map marked Exhibit A attached hereto and by this reference made a part hereof for the purpose of operating equipment commonly used for the construction, operation, use and maintenance of a radio relay site.

Subject, however, to an Easement Exchange filed under Application No. 33750 on September 20, 1968.

Grantee shall provide State with a signed copy of its right to access over the E $\frac{1}{2}$ E $\frac{1}{2}$ Section 24, Township 23 North, Range 7 East, W.M., as indicated in orange on Exhibit A.

This Agreement is subject to the terms and conditions hereinafter set out and to the terms and conditions of Schedule 1, attached hereto and by this reference made a part hereof.

Within one month after the installation of any new frequency, the Grantee shall request a date for official testing. Should frequency interference occur, the Grantee shall comply with Schedule 1, Clause 3.

Subject, however, to the following right of way grants:

- F-2880 to Bonneville Power Administration on March 3, 1954
- 23218 to Mutual Power and Light Association on July 15, 1954
- 22350 to Bonneville Power Administration on October 25, 1954
- 22351 to Bonneville Power Administration on October 26, 1954
- 22401 to Bonneville Power Administration on October 27, 1954
- F-4007 to Pacific Telephone and Telegraph on February 28, 1956
- 24158 to Mutual Power and Light Association on March 13, 1956
- 24167 to Pacific Telephone and Telegraph on June 15, 1956
- 23965 to Pacific Telephone and Telegraph on June 15, 1956
- 24436 to Pacific Telephone and Telegraph on November 13, 1956

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FILED for Record at Request of

Name Legal Unit, County Police

Address Willb Courthouse

Seattle WA 98104

24160 to Cascade T. V. Signals on January 14, 1957
24159 to Cascade T. V. Signals on January 14, 1957
24294 to Cascade T. V. Signals on January 14, 1957
F-4000 to Robert H. Aydt on March 19, 1957
24165 to State Division of Forestry on January 28, 1960
26270 to Weyerhaeuser Company on October 30, 1960
27885 to Department of Natural Resources on June 20, 1962
27836 to Tanner Electric Company on November 2, 1962
31706 to the Boeing Company on March 16, 1967
31802 to Pacific Northwest Bell Telephone and Telegraph Company on May 10, 1967
27862 to U. S. Forest Service on April 11, 1968
32457 to King County Flood Control Division on June 6, 1968
34128 to Tanner Electric Company on October 21, 1969

Subject, however, to an application for right of way filed on March 26, 1974 by the University of Washington under Application No. 37500.

Consideration

The consideration paid by the Grantee to the State is as follows:

Statutory Fee \$5.00

Annual Rental of \$500.00 per frequency, plus \$25.00 per year site fee.

The first payment of \$525.00 being due July 1, 1974 and each succeeding payment of \$525.00 being due on July 1 of each succeeding year.

Provided, however, the rental will be subject to adjustment by the State no more frequently than at five (5) year intervals.

Operating Specifications

In the exercise of rights granted by this agreement, the Grantee agrees to abide by the State's Resource Management Operating Specifications in effect at the time of the execution of this agreement.

Subsequent changes in specifications necessary to reasonably protect the environment will be mutually agreed upon. Costs for such subsequent changes will be borne by the Grantee.

If the two parties fail to agree that the changes in specifications are necessary, a three-member committee will be formed. Said committee to be made up of one member appointed by the State, one member appointed by the Grantee, and one member to be appointed by the two aforementioned members. The decision of the committee will be final and binding on all parties.

Assignment

This Agreement, or any of the rights granted herein, shall not be assigned without prior written consent of the State, except that said rights granted herein may be used by any employee, contractor, or representative of the Grantee, hereinafter collectively referred to as "Permittee," while engaged in the Grantee's operations.

Term

Should the Grantee, or its assigns, cease to use this easement for the purposes specified herein for a period of two (2) years, it shall notify the State of such nonuse; and the rights granted herein shall revert to the State, its successors or assigns.

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Forfeiture

In the event that any portion of the right of way as described and shown on attached Exhibits A, B and Technical Data Sheets is not used by the Grantee, or its assigns, for the purpose for which it was granted, within a period of five (5) years, the rights of the Grantee within said portion of the right of way shall revert to the State, its successors or assigns; and said portion of the right of way shall be freed from the easement as fully and completely as if this Agreement had not been entered into; provided, however, an extension of time may be granted upon written request prior to the expiration date of said 5-year period and upon the terms and conditions as specified by the State; such terms and conditions shall be limited to the State's right to extend said period and modify the considerations due the State which shall include, but not be limited to, additional charges for administrative costs and appreciation of land and valuable material.

Removal of Improvements and Equipment

All improvements, buildings, fixtures and other property erected or permanently affixed upon State lands by the Grantee during the term of said easement, which remain upon said land sixty (60) days from the termination or abandonment of said easement, shall become the property of the State and be considered a part of the land upon which they are located; provided, however, that any time within sixty (60) days after the termination or abandonment of said easement, the Grantee shall be entitled to remove such of said improvements as can be removed without damage to said lands.

All tools, equipment and other property not permanently affixed upon the land by the Grantee during the term of said easement shall remain the property of the Grantee but shall be removed within sixty (60) days after the expiration of this easement.

Reservations to State

State reserves for itself, its successors and assigns, the right at all times and for any purpose to cross and recross said right of way at any place on grade or otherwise, and to use said right of way for road purposes, insofar as is compatible with Grantee's operation, and provided such reserved rights shall be exercised in a manner that will not unreasonably interfere with the rights of the Grantee hereunder.

The State reserves to itself, its successors and assigns, the right to develop, improve, and utilize the land and natural resources thereon, within the limits of the right of way granted herein, insofar as such reservations are compatible with the Grantee's operation and insofar as such action will not unreasonably interfere with the rights of the Grantee.

In the event the State, its successors or assigns elects to act within the reservation, it shall give written notice to the Grantee of such election and will then assume responsibility for allowing no growth or obstruction on the right of way that will be incompatible or interfere with the Grantee's use thereof.

When so notified, Grantee will not eradicate by broadcast brush spraying, or other methods of removal, any growth on the portion of the right of way being so used by the State. In the event the Grantee injures or damages growth while responding to an emergency such as, but not limited to, a fire, flood, or facility failure, or necessary repair to such facility, the State shall have no recourse or cause of action against the Grantee for or on account of such injury.

Furthermore, the State shall notify the Grantee in writing of any cessation of any management plan enacted, and such notice will relieve the State of growth and obstruction control; provided, upon such notice of cessation, the State shall remove or cause to be removed, all growth and obstruction exceeding ten (10) feet in height.

The State may grant to third parties, upon such terms as it chooses, any or all of the rights reserved by it herein; provided that use by such third party shall be subject to the terms and conditions of this easement and shall not unreasonably interfere with the rights granted hereunder.

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Compliance with Laws and Regulations

The Grantee shall comply with all applicable laws to the extent that it can legally do so, including all Department of Natural Resources regulations, county and municipal laws, ordinances, or regulations in effect and authorized by law or laws of the State of Washington.

The Grantee shall cause its Permittee to comply with those requirements and conditions set forth hereinafter which are applicable to the Permittee's operation.

In addition to compliance with those laws of the State of Washington pertaining to forest protection, the Grantee shall contact the State's Area Manager at Enumclaw, Washington, who shall determine any extra requirements pertaining to burning procedure, blasting, watchman, extra patrol, pumpers, tankers, fire hose, fire tools, etc., which are deemed necessary for prevention and suppression of fire resulting from construction operations. Such requirements will be included in the Grantee's invitation to bid and will be made part of the contract with the successful bidder.

Damage and Protection from Damage

Grantee, when using the rights granted herein, shall repair or cause to be repaired, at its sole cost and expense, all damage to improvements on State lands occasioned by it, which is in excess of that which it would cause through normal and prudent use of such rights.

During operations under this Agreement, including the construction of roads and facilities, the Grantee shall take such precautions as necessary to minimize, insofar as possible, soil erosion and damage to the soil. Equipment will not be operated when ground conditions are such that excessive damage will result.

Grantee shall take all reasonable precautions to protect the State-owned crops and trees.

Any damage to trees and/or reproduction deemed by the State to be excessive or unnecessary shall be paid for by the Grantee at triple the as determined by the State. The Grantee may have the right to remove such trees upon payment therefor if such removal is authorized in writing by the State.

All legal subdivision survey corners and witness objects are to be preserved. If such are destroyed or disturbed, the Grantee shall re-establish same in accordance with the U. S. General Land Office standards at his own expense. Those corners that must be necessarily disturbed or destroyed in process of construction must be adequately referenced prior to removal of the corner and/or witness object. The Grantee shall record these references in the respective offices of the local county engineer and the Commissioner of Public Lands.

Installation Specifications

Trees that become an interference or a hazard to the rights herein granted and located outside of the limits of said right of way may be removed upon obtaining the written consent of the State and payment of the appraised value thereof.

Roads and Road Maintenance

The Grantee shall repair or cause to be repaired at its sole cost and expense that damage to said road occasioned by it which is in excess of that which it would cause through normal and prudent usage of said road.

If the Grantee fouls the surfacing by dragging earth from sides or other sources across the road and onto the surface portion of the road, the Grantee shall resurface that portion so affected within a reasonable amount of time.

The Grantee shall, during periods of use, remove slides, fallen timber and other obstructions from the right of way.

App. No. 37617

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The cost of performance of road maintenance and resurfacing shall be allocated on the basis of respective uses of said road. Where either party hereto uses a road, or portion thereof, that party shall perform or cause to be performed, or contribute or cause to be contributed, that share of maintenance and resurfacing occasioned by such use as hereinafter provided. During periods when a road is being used solely by one party, such party shall maintain that portion of said road so used to the standards equal to or better than those existing at the time use is commenced; provided the State reserves the right to make reasonable regulations concerning priority of use and maintenance of said roads by it and others.

During periods when more than one party is using the same road, or any portion thereof, the parties hereto shall meet and establish necessary maintenance provisions. Such provisions shall include, but shall not be limited to:

- (a) The appointment of a maintainer, which may be one of the parties hereto or any third party, who will perform or cause to be performed at a reasonable and agreed upon rate the maintenance and resurfacing of the road or the portion thereof being used; and
- (b) A method of payment by which each party using said road or a portion thereof, shall pay its pro rata share of the cost incurred by said maintainer in maintaining or surfacing said road or portion thereof.

Response to an Emergency

Nothing contained herein shall prevent the Grantee from responding to an emergency relating to the facilities on the right of way.

Notice of Noncompliance

The State shall notify the Grantee by United States mail, addressed to the address shown on the application for this easement on file in the office of the Commissioner of Public Lands in Olympia, Washington, of any instance of noncompliance with any of the terms and conditions hereof. Such notice will specifically identify the manner of noncompliance herewith. Upon receipt of such notice the Grantee shall immediately take or cause to be taken effective remedial action.

In the event the Grantee does not undertake, or cause to be undertaken, remedial action within fifteen (15) days following receipt of said notice, the State, acting by and through its Area Manager at Enumclaw, Washington, may suspend the Grantee's operations on State lands until such time as effective remedial action is taken.

IN WITNESS WHEREOF, the parties hereto have executed this instrument, in duplicate, as of the day and year first above written.

STATE OF WASHINGTON
 DEPARTMENT OF NATURAL RESOURCES

By: *Vert L. Cole*
 VERT L. COLE
 Commissioner of Public Lands

KING COUNTY
 Department of Public Safety

By: *[Signature]* Title

W-116 King County Courthouse
 Third and James Streets
 Seattle, WA 98104

App. No. 37617
 db

SCHEDULE 1

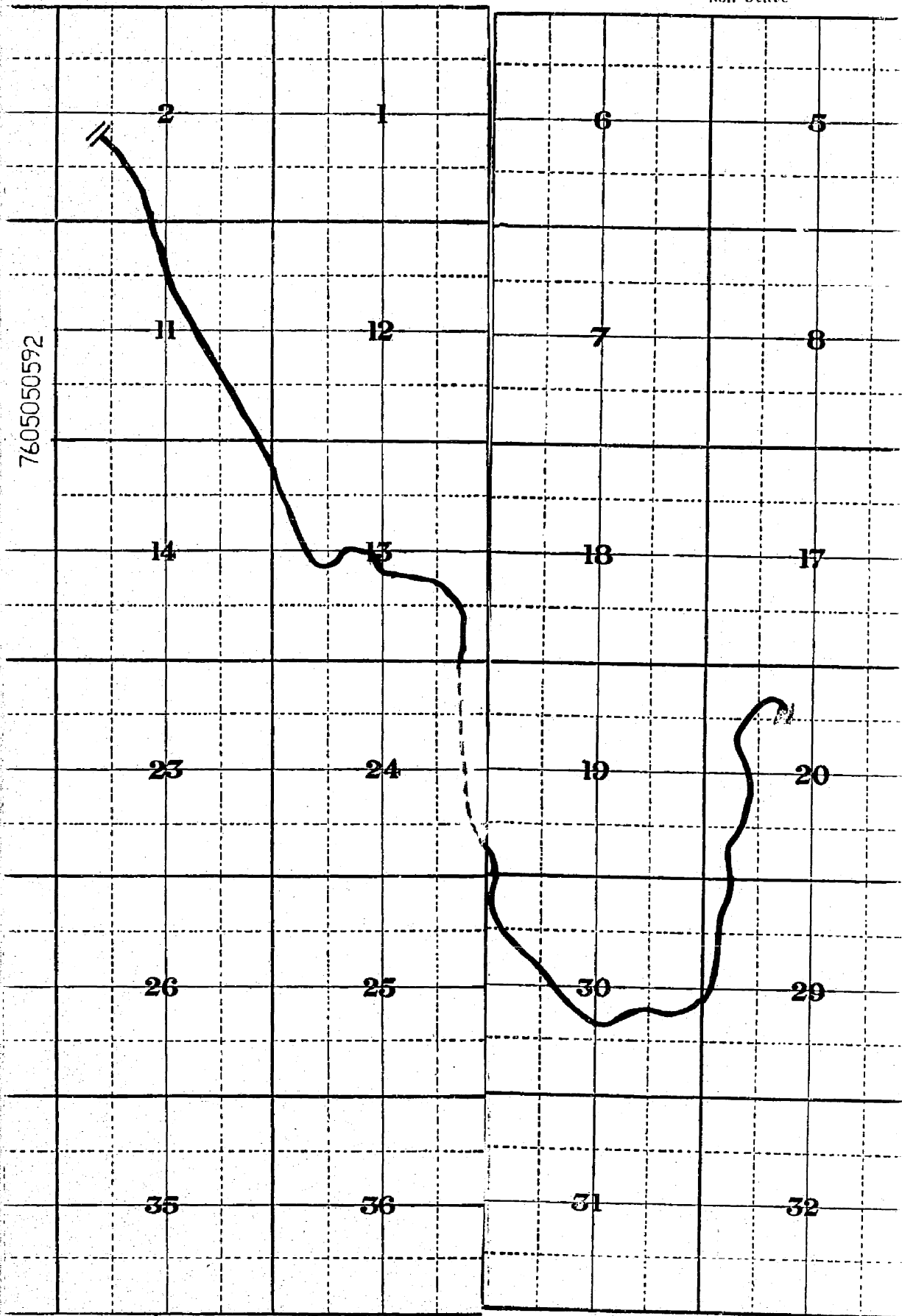
1. The Grantee shall, when notified, take prompt action at his own expense to eliminate any interference caused by the Grantee's installations to the State's communications or detection system now in use or which may be installed in the future, providing equipment in the State's future installations shall be of modern engineering design. Likewise, any interference caused to the Grantee by the State shall be corrected at the expense of the Grantee, unless said interference is caused by a component failure in the State's equipment. Interference shall be construed to include modulation, desensitization, or any other interference caused by this installation.
2. The Grantee shall erect no structures which will impair the visibility, detection, or communication facilities of the State now in use, or which may be required in the future.
3. If the State should find reasonable indications of interference, to the State's or to previously established electronic facilities in the immediate area on State land, originating from the Grantee's facility, the Grantee upon receiving notice shall cooperate with the State in a mutually satisfactory manner to identify the interference, and if found to be originating from the Grantee's facility, the Grantee shall immediately take remedial action to eliminate the cause of the interference.
4. All transmitters installed or operated by the Grantee using a frequency of 470MHz or below shall have installed a cavity in the output of each transmitter tuned to the output frequency.
5. The State will require radio interference protection to the Grantee from any future installations, except installations of the State, providing State equipment in use is of modern engineering design.
6. The purpose of this right of way is for the installation and operation of transmitting and receiving equipment. The Grantee shall not have the right to add any additional radio transmitting and receiving equipment that will add to communication facilities of the Grantee without the written consent of the State.
7. Grantee's installation shall conform with the specifications set forth in items 2 through 6 of Technical Data Sheets dated May 6, 1974, attached hereto and by this reference made a part hereof.
8. The Grantee shall obtain all Federal, State, and local permits and licenses necessary to operate under this Agreement.
9. The State shall have access to the premises at all reasonable times for the purpose of securing compliance with the terms and conditions of this Agreement.
10. Grantee shall record notice of this Agreement with the County Auditor of King County within 30 days of the final signature.
11. Grantee covenants to keep at all times existing and future improvements made or placed upon the site in as good repair as they now are or may hereafter be put to, except for reasonable wear and tear and damage by fire or other unavoidable casualty. All repairs shall be at the Grantee's cost and expense. In all cases the premises shall be maintained to a standard acceptable to the State.
12. Grantee shall provide suitable identification of its site by means of a sign or painted designation of ownership in a location evident to all concerned on structures owned and/or used by Grantee under the terms and conditions of this Agreement.

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Township 23 North, Range 7 and 8 E. Mer. T.

State
Non State

7605050592



Site Description

Beginning at the corner of Sections 17, 18, 19, 20, Township 23 North, Range 8 East, W.M., thence S 0° 45' 20" W along the west line of Section 20 a distance of 240', thence S 89° 14' 40" E 200' to the NE corner of the site presently leased to Pacific Northwest Bell Telephone Company under Application No. 23965, said point also being the NW corner of and the true point of beginning of this description; thence continuing S 89° 14' 40" E 208'; thence S 0° 45' 20" W 208', thence N 89° 14' 40" W 208' to the East line of the aforementioned site leased to Pacific Northwest Bell Telephone Company, thence N 0° 45' 20" E 208' along said line to the true point of beginning, said site having an area of 1.0 acre, more or less.

App. No. 37617

EXHIBIT B

PORTION OF THIS DOCUMENT ARE POOR QUALITY FOR FILMING

7605050592

SUPERVISOR _____

MAY 15 1974

TECHNICAL DATA

For Radio - Electronic Type Land Use

KING COUNTY, WASHINGTON
COMMUNICATIONS ENGINEER
W-116 KING COUNTY COURTHOUSE
THIRD & JAMES STREETS
SEATTLE, WASHINGTON 98104

AGRIC.				
COMM.				
GEOL.				
E. & GRAZ.				

1. Name and address of station owner (licensee):

2. FCC Construction permit number:

3. FCC license and other data:

- a. Manufacturer:
- b. Manufactured equipment model:.....
- c. License number (if issued):.....
- d. Date issued:.....
- e. Call sign:.....
- f. Class of service (FCC symbol):...
- g. Type of emission (FCC symbol):...
- h. Transmit frequency Mc/s:.....
- i. Transmitter crystal frequencies Mc/s:.....
- j. Transmit multiplier frequencies:.....
 - 1.
 - 2.
 - 3.
 - 4.
 - 5.
- k. Transmit power output (watts):...
- l. Receive frequencies used:.....
- m. Receiver crystal frequencies Mc/s:.....
- n. Receiver IF frequencies:.....
 - 1.
 - 2.
 - 3.
- o. Control tones, transmit CPS:...
 - 1.
 - 2.
 - 3.

(1)	(2)	(3)	(4)	(5)
Motorola	Motorola	Motorola	Motorola	Motorola
11313-PP-124	" "	" "	" "	" "
3-5-74	3-5-74	3-5-74	3-5-74	3-5-74
KWI-597	KWI-597	KWI-597	KWI-597	KWI-597
Base & Mobile Relay	" "	" "	" "	" "
20F3	20F3	20F3	20F3	20F3
155.190	460.200	460.275	460.325	460.400
600	600	600	600	600
155.190&	465.200&	465.275&	465.325&	465.400&
154.650	460.200	460.275	460.325	460.400
none	none	none	none	none

4. Types of operational controls used at this station: 960 & 6 GHz
Local control _____ Wire line remote _____ Radio link remote microwave

5. a. Antenna support: Pole (), Tower (X), Height 100', Self-supporting (X), Guyed ()

- b. Omni Directional Antenna: 1. Gain _____, Height to top of antenna _____ ft.
- 2. Gain _____, " " " " " " _____ ft.
- 3. Gain _____, " " " " " " _____ ft.

c. Directional Antenna:
Elevation above ground; 1. _____ Beam path width 1. _____ Azimuth 1. _____
2. _____ 2. _____ 2. _____

- 6. Is station served by commercial power? Yes X No _____
- 7. Does station have standby power plant? Yes X No _____ Kva _____
- 8. Is station served by telephone? Yes _____ No X Area & No. _____

9. Name and business address of chief engineer or officer in charge:
FRANK L. PORTER, JR., COMM. ENGR. Name W-116 KING COUNTY COURTHOUSE Box or Street
(206) 344-5280 Phone SEATTLE, WASHINGTON 98104 City & Zip

10. Geographical name of location: RATTLESNAKE MOUNTAIN
Legal description of location: _____
Latitude & Longitude of antenna: 47° 27' 30" N, 121° 48' 18" N

11. Original values for new installations, or replacement values for existing installations, excluding access roads and powerline costs. \$ _____

12. Attach a floor plan of the proposed building. Describe the type of building construction and its exterior finish. (If in rented space, give owner's name.)
STATE OF WASHINGTON, DIVISION OF NATURAL RESOURCES

7605050592

Date: 6 MAY, 1974
App. No. 37617 (Page # 1)

Signature Frank L. Porter Jr.
Title COMMUNICATIONS ENGINEER
Telephone (206) 344-5280

TECHNICAL DATA

For Radio - Electronic Type Land Use

KING COUNTY, WASHINGTON
COMMUNICATIONS ENGINEER
W-116 KING COUNTY COURTHOUSE
THIRD & JAMES STREETS
SEATTLE, WASHINGTON 98104

1. Name and address of station owner (licensee):

2. FCC Construction permit number:

3. FCC license and other data:

- a. Manufacturer:
- b. Manufactured equipment model:....
- c. License number (if issued):.....
- d. Date issued:.....
- e. Call sign:.....
- f. Class of service (FCC symbol):...
- g. Type of emission (FCC symbol):...
- h. Transmit frequency Mc/s:.....
- i. Transmitter crystal frequencies Mc/s:.....
- j. Transmit multiplier frequencies:.....
 - 1.
 - 2.
 - 3.
 - 4.
 - 5.
- k. Transmit power output (watts):...
- l. Receive frequencies used:.....
- m. Receiver crystal frequencies Mc/s:.....
- n. Receiver IF frequencies:.....
 - 1.
 - 2.
 - 3.
- o. Control tones, transmit CPS:...
 - 1.
 - 2.
 - 3.

(1)	(2)	(3)	(4)	(5)
Motorola	Motorola	Motorola	Motorola	Motorola
18916-PP-L-43		*	*	*
6-20-73	6-20-73	*	*	*
KVH-231	KVH-231	*	*	*
Base & Mobile Relay	" "	Base	Base	
460.450	460.500	154.965	153.755	155.160
220	220	220	220	220
465.450&	465.500&	153.995&	153.755	155.160
460.450	460.500	154.965		
none	none	none	none	none

4. Types of operational controls used at this station: * LICENSE APPLICATION 960 MHz & 6 GHz
Local control _____ Wire line remote _____ PENDING Radio link remote microwave

5. a. Antenna support: Pole (), Tower (X), Height 100', Self-supporting (X), Guyed ()
 b. Omni Directional Antenna: 1. Gain _____, Height to top of antenna _____ ft.
 2. Gain _____, " " " " " " _____ ft.
 3. Gain _____, " " " " " " _____ ft.
 c. Directional Antenna:
 Elevation above ground: 1. _____ Beam path width 1. _____ Azimuth 1. _____
 2. _____ 2. _____ 2. _____

6. Is station served by commercial power? Yes X No _____
 7. Does station have standby power plant? Yes X No _____ Kva _____
 8. Is station served by telephone? Yes _____ No X Area & No. _____

9. Name and business address of chief engineer or officer in charge:
FRANK L. PORTER, JR., COMM. ENGR. Name W-116 KING COUNTY COURTHOUSE Box or Street
(206) 344-5280 Phone SEATTLE, WASHINGTON 98104 City & Zip

10. Geographical name of location: RATTLESNAKE MOUNTAIN
 Legal description of location: _____
 Latitude & Longitude of antenna: 47° 27' 20" N, 121° 48' 19" W

11. Original values for new installations, or replacement values for existing installations, excluding access roads and powerline costs. \$ _____

12. Attach a floor plan of the proposed building. Describe the type of building construction and its exterior finish. (If in rented space, give owner's name.)
 STATE OF WASHINGTON, DIVISION OF NATURAL RESOURCES

7605050592

Date: 6 MAY, 1974
 App. No. 37617 (Page #2)

Signature Frank L. Porter, Jr.
 Title COMMUNICATIONS ENGINEER
 Telephone (206) 344-5280

TECHNICAL DATA

For Radio - Electronic Type Land Use

KING COUNTY, WASHINGTON
COMMUNICATIONS ENGINEER
W-116 KING COUNTY COURTHOUSE
THIRD & JAMES STREETS
SEATTLE, WASHINGTON 98104

1. Name and address of station owner (licensee):

2. FCC Construction permit number:

3. FCC license and other data:

- a. Manufacturer:
- b. Manufactured equipment model:....
- c. License number (if issued):.....
- d. Date issued:.....
- e. Call sign:.....
- f. Class of service (FCC symbol):...
- g. Type of emission (FCC symbol):...
- h. Transmit frequency Mc/s:.....
- i. Transmitter crystal frequencies Mc/s:.....
- j. Transmit multiplier frequencies:.....1.
2.
3.
4.
5.
- k. Transmit power output (watts):...
- l. Receive frequencies used:.....
- m. Receiver crystal frequencies Mc/s:.....
- n. Receiver IF frequencies:.....1.
2.
3.
- o. Control tones, transmit CPS:...1.
2.
3.

(1)	(2)	(3)	(4)	(5)
Motorola		Motorola		
*		*		
*		*		
*		*		
Repeater		Operational Fixed		
100F9		10,000F9		
955.5		6 GHz *		
5.0		1.7		
959.1		6 GHz *		
none		none		

4. Types of operational controls used at this station: 960 MHz or 6 GHz
Local control _____ Wire line remote _____ Radio link remote microwave

5. a. Antenna support: Pole (), Tower (x), Height 100', Self-supporting (x), Guyed ()

- b. Omni Directional Antenna: 1. Gain _____, Height to top of antenna _____ ft.
- 2. Gain _____, " " " " " _____ ft.
- 3. Gain _____, " " " " " _____ ft.

c. Directional Antenna:
Elevation above ground: 1. 20' Beam path width 1. 13° Azimuth 1. 291.4°
3. 20' 3. 1.7° 3. To Grass Mtn

6. Is station served by commercial power? Yes X No _____

7. Does station have standby power plant? Yes X No _____ Kva _____

8. Is station served by telephone? Yes _____ No X Area & No. _____

9. Name and business address of chief engineer or officer in charge:
FRANK L. PORTER, JR. Name W-116 KING COUNTY COURTHOUSE Box or Street
(206) 344-5280 Phone SEATTLE, WASHINGTON 98104 City & Zip

10. Geographical name of location: RATTLESNAKE MTN.
Legal description of location: _____
Latitude & Longitude of antenna: 47° 27' 30" N, 121° 48' 18" W

11. Original values for new installations, or replacement values for existing installations, excluding access roads and powerline costs. \$ _____

12. Attach a floor plan of the proposed building. Describe the type of building construction and its exterior finish. (If in rented space, give owner's name.)
STATE OF WASHINGTON, DIVISION OF NATURAL RESOURCES

Date: 6 MAY, 1974
App. No. 37617 (Page # 3)

Signature Frank L. Porter, Jr.
Title COMMUNICATIONS ENGINEER
Telephone (206) 344-5280

7605050592

EXHIBIT F
ASSIGNMENT
&
BILL OF SALE

THIS ASSIGNMENT & BILL OF SALE (“**Agreement**”) is made by and between KING COUNTY, a home rule charter county and political subdivision of the State of Washington (“**Seller**”), in favor of PUGET SOUND EMERGENCY RADIO NETWORK OPERATOR, a governmental agency formed under RCW 39.34.030(3)(b) and organized as a Washington nonprofit corporation (“**Buyer**”). Seller and Buyer are sometimes referred to herein individually as a “**Party**” and together as the “**Parties.**” The “**Effective Date**” of this Agreement shall be the date appearing below the signature of the authorized representative of the last Party to execute this Agreement.

RECITALS

- A. WHEREAS, Seller, as the grantee, and the State of Washington, acting by and through the Department of Natural Resources (“**DNR**”), as the grantor, have entered into that certain Agreement dated July 1, 1974, as may have been amended (“**Easement**”), and that certain Land Use License dated October 18, 2018, as may have been amended (“**LUL**”), (collectively, the “**Prime Agreement**”), for Seller’s use of a portion of DNR’s real property located in Section 20, T.23 N., R. 8 E., W.M., in King County, State of Washington (APN: 2023089021) (“**Property**”), and Seller has constructed and operates certain wireless communication facilities thereon (“**Site**”) for Seller’s emergency radio communication system, a portion of which are referred to herein as the “**Facilities**” and specifically identified in **Exhibit 1** attached hereto and incorporated herein by this reference; and
- B. WHEREAS, Seller, as the licensor, and Washington State Department of Transportation (“**WSDOT**”), as the licensee, have entered into that certain Wireless Communication Site Agreement dated February 6, 2020, as may be amended, for WSDOT’s installation, operation, maintenance, and removal of communications equipment at the Site (“**WSDOT License**”); and
- C. WHEREAS, Seller hereby intends to grant to Buyer, and Buyer intends to acquire from Seller, the Facilities identified in **Exhibit 1** in order to operate emergency communications equipment therefrom, which Facilities will be used in conjunction with the Puget Sound Emergency Radio Network (“**PSERN**”); and
- D. WHEREAS, Seller hereby intends to assign to Buyer, and Buyer hereby intends to assume from Seller, all of Seller’s rights, interest, benefits and obligations in and to the WSDOT License identified herein above.

ASSIGNMENT AND BILL OF SALE

- 1. NOW, THEREFORE, in consideration of Seller’s willingness to grant Buyer use of space at the Site for Buyer’s operation of its emergency communications equipment pursuant to that certain Communications Site and Access Agreement between the Parties to be entered into concurrently with this Agreement, and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, and intending to be legally bound and subject to the terms of this Agreement, Seller does hereby absolutely and unconditionally grant, sell, assign and transfer to Buyer all of Seller’s right, title and interest in and to the WSDOT License and Facilities (collectively, the “**Assets**”).
- 2. As of the Effective Date, Seller hereby represents and warrants to Buyer that:
 - a. Seller is the sole owner of the Facilities, free and clear of any and all liens and encumbrances or any other superior or adverse interest therein; and
 - b. To Seller’s actual knowledge (without a duty to investigate), the Facilities were constructed in compliance with all applicable federal, state and local laws, rules, ordinances and regulations; and

- c. Seller has the right and authority to assign the WSDOT License to Buyer, and Seller's execution and delivery of this Agreement does not violate any provision of law, any agreement, or any other arrangement or court or agency order or decree; and
- d. At all times that Seller was in possession of all or any part of the Site, to Seller's actual knowledge without a duty to investigate, Seller was in compliance with all environmental protection, pollution, land use, zoning, development and regional impact laws, rules, regulations, orders and requirements with respect to its use of and operations thereon.

Except as otherwise provided in this Section 2, Seller is granting, selling, assigning, and transferring the Assets to Buyer in their "As Is, Where Is" condition without any other warranties or representations.

- 3. Buyer hereby accepts the Assets in their "As Is, Where is" condition subject to the above representations and warranties of Seller as of the Effective Date of this Agreement.
- 4. Seller's representations and warranties in Section 2 of this Agreement will not merge in, but will survive, the closing of the transaction contemplated under this Agreement.
- 5. This writing (including the Exhibits attached hereto) constitutes the entire agreement of the Parties with respect to the subject matter hereof and may not be modified or amended except by a written agreement specifically referring to this Agreement and signed by the Parties. All other agreements between the Parties regarding the Assets, whether written or verbal, are hereby terminated and no longer applicable, save and except for the Communications Site and Access Agreement referenced in Section 1 of this Agreement, to which a copy of this fully executed Agreement shall be attached as an exhibit. The Parties shall cooperate, take further action, and execute and deliver further documents as may be reasonably required in order to carry out the purposes of this Agreement and the Communications Site and Access Agreement.
- 6. The Parties to this Agreement execute and implement this Agreement solely as Seller and Buyer of the Assets. No partnership, joint venture or joint undertaking shall be construed from this Agreement.
- 7. This Agreement and all amendments thereof shall be governed by and construed in accordance with the laws of the State of Washington applicable to contracts made and to be performed therein, without giving effect to its conflicts of law provisions or choice of law rules. In the event of any litigation arising out of or relating to this Agreement, the Superior Court of King County, Washington shall have the exclusive jurisdiction and venue. If the Parties litigate any controversy, claim, or dispute arising out of or relating to this Agreement, then each Party shall be solely responsible for the payment of its own legal expenses, including but not limited to, attorney's fees and costs.
- 8. This Agreement and each of its terms and provisions are deemed to have been explicitly negotiated between the Parties, and the language in all parts of this Agreement will, in all cases, be construed according to its fair meaning and not strictly for or against either Party. Both Parties acknowledge and represent, as an express term of this Agreement, that they have had the opportunity to obtain and utilize legal review of the terms and conditions outlined in this Agreement.
- 9. If any term of this Agreement is to any extent illegal, otherwise invalid, or incapable of being enforced, such term shall be excluded to the extent of such invalidity or unenforceability; all other terms hereof shall remain in full force and effect; and, to the extent permitted and possible, the invalid or unenforceable term shall be deemed replaced by a term that is valid and enforceable and that comes closest to expressing the intention of such invalid or unenforceable term.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the last date signed below.

KING COUNTY, a home rule charter county and political subdivision of the State of Washington

PUGET SOUND EMERGENCY RADIO NETWORK OPERATOR, a governmental agency formed under RCW 39.34.030(3)(b) and organized as a Washington nonprofit corporation

By: _____

By: _____

Name: Anthony O. Wright

Name: _____

Title: Director, Facilities Management Division

Title: _____

Date: _____

Date: _____

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and that he acknowledged that (he/she) signed this instrument, on oath stated that (he/she) was authorized to execute the instrument and acknowledged it as the _____ of the Puget Sound Emergency Radio Network Operator to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated this _____ day of _____, 202__.

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

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

I certify that I know or have satisfactory evidence that Anthony O. Wright is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Director, Facilities Management Division of King County to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated this _____ day of _____, 202__.

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

King County Agreement #: 1067A
PSERN Operator Agreement #: PSERN-44
King County Agreement Name: Rattlesnake PSERN Operator Agreement
King County Site Name: Rattlesnake

EXHIBIT 1
(Description of Facilities)

- **Shelter:** approximately 360 square feet, plus all improvements located in, attached to, and servicing said Shelter, including but not limited to the following:
 - **Generator**
- **Fuel Storage Tank:** 2,000 Gallon, above-ground.
- **Ice bridge** from the Shelter to the Tower used to support conduit and cable runs.
- All utilities, conduit, coax and piping running from the utility points of connection on the Property to the Shelter and from the fuel storage tank to the Shelter, subject to any ownership interests of the servicing utility provider.
- All associated equipment and improvements, including but not limited to foundations, ice shields, pedestals and support structures for the facilities listed herein.
- All security equipment and improvements located in and around the Shelter & Fuel Storage Tank, if any.
- **Backhaul Facilities**, servicing both the Shelter being transferred to Buyer herein, and two (2) users located in a separate shelter on the Property that Seller is retaining ownership of.

EXHIBIT G

Return to:

King County Facilities Management Division
Real Estate Services
Attention: Leasing Supervisor
Re: Rattlesnake PSERN Operator Agreement
500 Fourth Avenue, Suite 830
Seattle, WA 98104

**MEMORANDUM
OF
AGREEMENT**

Licensor: **KING COUNTY**, a home rule charter county and political subdivision of the State of Washington

Licensee: **PUGET SOUND EMERGENCY RADIO NETWORK OPERATOR**, a governmental agency formed under RCW 39.34.030(3)(b) and organized as a Washington nonprofit corporation

Abbreviated Legal Description: PTN NW/NW 20-23-8
Official legal description attached as Exhibit 1

Assessor's Tax Parcel ID #: 2023089021

Recording Numbers of Prior Recorded Documents: Does not apply

County: King State: Washington

This Memorandum of Agreement is entered into on this ____ day of _____, 202_____, by and between **PUGET SOUND EMERGENCY RADIO NETWORK OPERATOR**, a governmental agency formed under RCW 39.34.030(3)(b) and organized as a Washington nonprofit corporation, having a mailing address of **[TBD]** (hereinafter referred to as "**Licensee**") and **KING COUNTY**, a home rule charter county and political subdivision of the State of Washington, having a mailing address of **[TBD]**, Seattle, Washington 98104 (hereinafter referred to as "**Licensor**").

1. Licensor and Licensee entered into a certain Communications Site and Access Agreement ("**Agreement**") on the ____ day of _____, 202_____, for the purpose of installing, operating and maintaining a communications facility and other improvements. All of the foregoing is set forth in the Agreement.
2. The Agreement's initial term will be twenty (20) years commencing on the later of (i) execution of a certain separate bulk asset transfer agreement between the parties, (ii) full system acceptance

King County Agreement #: 1067A
PSERN Operator Agreement #: PSERN-44
King County Agreement Name: Rattlesnake PSERN Operator Agreement
King County Site Name: Rattlesnake

of the Puget Sound Emergency Radio Network (“**PSERN**”) by Licensee from Motorola, and (iii) full execution of the Agreement, with two (2) successive five (5) year options to extend.

3. The portion of the land being licensed to Licensee and associated easements are depicted in **Exhibit 1** annexed hereto.
4. This Memorandum of Agreement is not intended to amend or modify, and shall not be deemed or construed as amending or modifying, any of the terms, conditions or provisions of the Agreement, all of which are hereby ratified and affirmed. In the event of a conflict between the provisions of this Memorandum of Agreement and the provisions of the Agreement, the provisions of the Agreement shall control. The Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, successors, and assigns, subject to the provisions of the Agreement.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Agreement as of the day and year first above written.

"Licensee"

PUGET SOUND EMERGENCY RADIO NETWORK OPERATOR, a governmental agency formed under RCW 39.34.030(3)(b) and organized as a Washington nonprofit corporation

By: _____
Print Name: _____
Its: _____
Date: _____

"Licensor"

KING COUNTY, a home rule charter county and political subdivision of the State of Washington

By: _____
Print Name: Anthony O. Wright
Its: Director, Facilities Management Division
Date: _____

[ACKNOWLEDGMENTS APPEAR ON THE NEXT PAGE]

STATE OF WASHINGTON)
) ss.
 COUNTY OF _____)

I certify that I know or have satisfactory evidence that _____
 is the person who appeared before me, and that (he/she) acknowledged that (he/she) signed this
 instrument, on oath stated that (he/she) was authorized to execute the instrument and acknowledged
 it as the _____ of the _____ to be
 the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated this _____ day of _____, 202__.

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

STATE OF WASHINGTON)
) ss
 COUNTY OF KING)

I certify that I know or have satisfactory evidence that **Anthony O. Wright** is the person
 who appeared before me, and said person acknowledged that he signed this instrument, on oath
 stated that he was authorized to execute the instrument and acknowledged it as the **Director,**
Facilities Management Division of King County to be the free and voluntary act of such party
 for the uses and purposes mentioned in the instrument.

Dated this _____ day of _____, 202__.

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

King County Agreement #: 1067A
PSERN Operator Agreement #: PSERN-44
King County Agreement Name: Rattlesnake PSERN Operator Agreement
King County Site Name: Rattlesnake

EXHIBIT 1

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to the Memorandum of Agreement dated _____, 20__, by and between **PUGET SOUND EMERGENCY RADIO NETWORK OPERATOR**, a governmental agency formed under RCW 39.34.030(3)(b) and organized as a Washington nonprofit corporation, as Licensee, and **KING COUNTY**, a home rule charter county and political subdivision of the State of Washington, as Licensor.

The real property on which the Premises is located is legally described as follows:

BEGINNING AT THE CORNER OF SECTIONS 17, 18, 19, 20, TOWNSHIP 23 NORTH, RANGE 8 EAST, W.M., IN KING COUNTY, WASHINGTON; THENCE S 0°45'20" W ALONG THE WEST LINE OF SECTION 20 A DISTANCE OF 240 FEET; THENCE S 89°14'40" E 200 FEET TO THE NE CORNER OF THE SITE PRESENTLY LEASED TO PACIFIC NORTHWEST BELL TELEPHONE COMPANY UNDER APPLICATION NO. 23965, SAID POINT ALSO BEING THE NW CORNER OF AND THE TRUE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE CONTINUING S 89°14'40" E 208 FEET; THENCE S 0°45'20" W 208 FEET; THENCE N 89°14'40" W 208 FEET TO THE EAST LINE OF THE AFOREMENTIONED SITE LEASED TO PACIFIC NORTHWEST BALL TELEPHONE COMPANY; THENCE N 0°45'20" E 208 FEET ALONG SAID LINE TO THE TRUE POINT OF BEGINNING.

SITUATE IN THE COUNTY OF KING, STATE OF WASHINGTON.

APN: 2023089021

Address: 14600 RATTLESNAKE RD SE, SNOQUALMIE, WA 98065

EXHIBIT 1
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The Premises are described and/or depicted as follows:

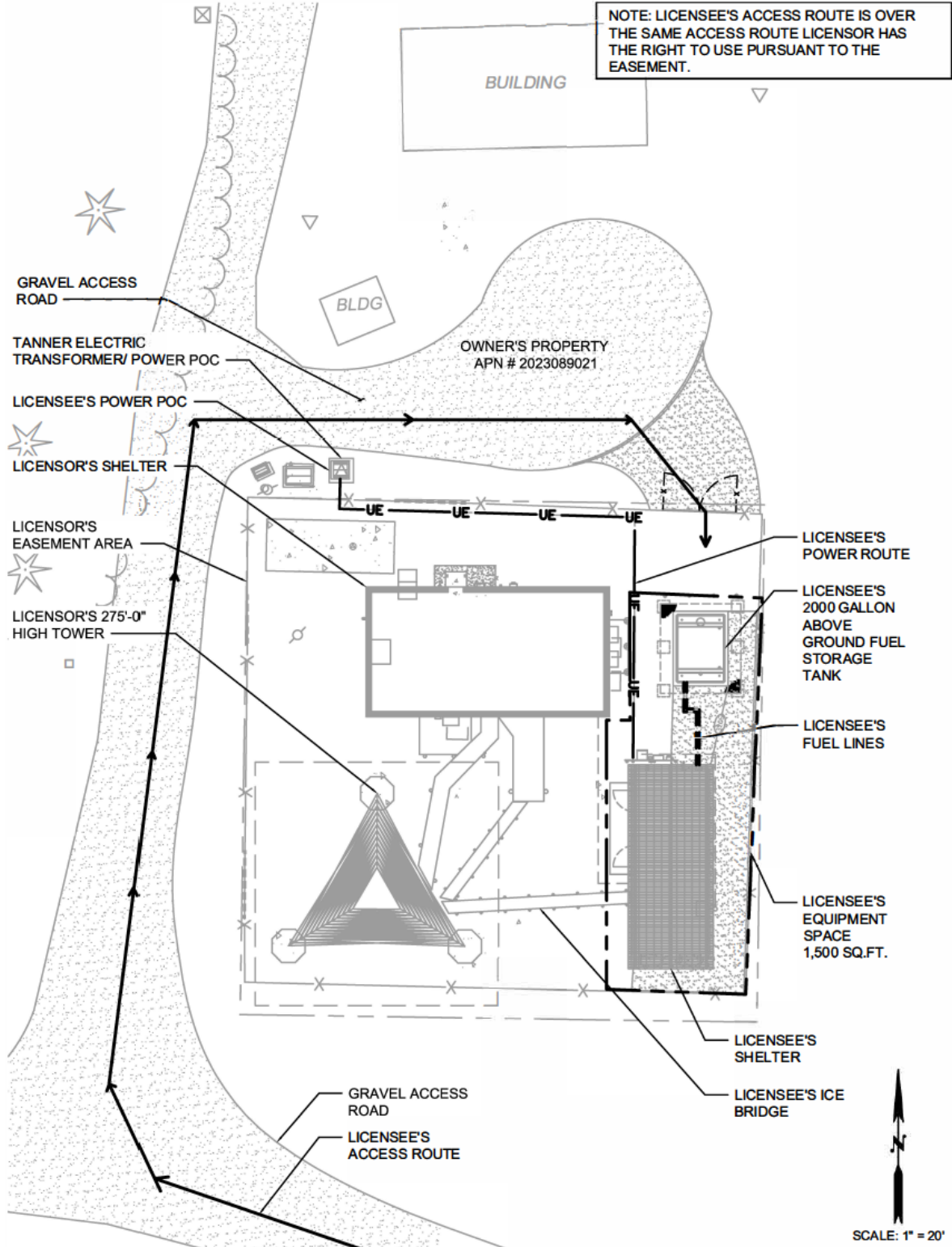


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