

TELECOMMUNICATIONS SITE RENTAL AGREEMENT

THIS AGREEMENT is made and entered into by and between **Pacific Lutheran University** a Non Profit Corporation ("Landlord"), and **King County**, a municipal corporation and political subdivision of the State of Washington ("USER"), for the purpose of providing facilities for USER's communications equipment at Landlord's communication facility located at View Park, Washington.

SECTION 1. THE PROPERTY

Landlord leases to USER and USER leases from Landlord the radio transmission and receiving facilities including space on the existing tower for multiple commercial radio antennas and space within the Equipment Shelter for radio transmission equipment and an emergency generator, legally described in Exhibit A.

SECTION 2. LEASE TERM

2.1 The Lease Term shall be fifteen (15) years, commencing upon the first (1st) day of October, 1999, and terminating on the thirtieth (30th) day of September, 2014. The Lease may be renewed pursuant to Section 3.

2.2 Upon the termination or expiration of the Lease Term, USER shall remove its equipment from the Property and surrender the Property to Landlord in as good a condition as when initially leased, normal wear and tear excepted. Any damage to the Property caused by removal shall be billed to and paid by USER. If USER has not removed its equipment from the Property within sixty (60) days of termination or expiration of the Lease Term, Landlord may remove and store the equipment in any place selected by Landlord, including, but not limited to, a public warehouse, at the expense and risk of USER. If USER shall fail to pay the cost of storing the equipment Landlord may, after the resulting default has occurred for thirty (30) days, sell any and all of the equipment at public or private sale and shall apply the proceeds of such sale as follows: first, to the cost of the sale; second, to the payment of charges for storage, if any; third, to the payment of any other sums which may be due from USER to Landlord under this Agreement; and finally, the balance, if any, to USER.

2.3 Upon the termination or expiration of the Lease Term, should USER remain in possession of the Property, the occupancy shall be a month-to-month tenancy, terminable by either party on thirty (30) days written notice to the other. The monthly rent during such tenancy shall be one hundred and twenty-five percent (125%) of the monthly rent payable under this Lease for the last full calendar month of the Lease Term.

2.4. USER may terminate this Lease if necessitated by any governmental action resulting in the withdrawal of funding which supports this Lease, upon ninety (90) days' written notice to Landlord.

SECTION 3. RENTAL RATE

USER shall pay Landlord an initial base rent of two thousand and five hundred sixty seven dollars and one cent (\$2,567.01) per month in advance on or before the first (1st) day of month of the first year during the Lease Term. In the event any payment of rent is not paid within fifteen (15) days after it becomes due, a late fee equal to five percent (5%) of such overdue amount will be charged. All payments required by USER shall be made without deduction or offset to Landlord at the address listed below or at such other place as the Landlord may designate in writing.

For each year after the first year an annual compound adjustment of four and one-quarter percent (4.25%) shall be paid beginning at the first month of each new year of the entire term.

At least eleven months prior to the end of the last year of the term KPLU shall give notice of its election to either:

- A. Continue the next term adjusting the rent by the annual compounded adjustment used during the preceding term or,
- B. Reestablish the rent to then "current fair market value".

SECTION 4. IMPROVEMENTS AND UTILITIES

4.1 USER shall have the right, at its sole expense, to place and maintain on the tower and within the Equipment Shelter improvements, personal property, and facilities ("USER's Facilities"). USER's Facilities shall remain the exclusive property of USER, and USER shall have the right to remove USER's Facilities following termination of this Agreement. The parties agree that before USER's Facilities may be installed, the structural capability of the tower to bear these additional loads must be confirmed.

4.2 During the Lease Term, USER will separately meter and provide commercial electrical power supplied by a utility company and emergency power generated by USER to operate its equipment. The parties understand and agree that Landlord shall not be liable in any way for any claim for damages or loss for failure of commercial power supplied by a utility company or emergency power generated by USER.

4.3 All construction of improvements and modifications as provided under this Agreement shall be accomplished in compliance with all applicable laws, ordinances, regulations, and restrictions and the terms and conditions of the work letter executed on April 5, 1999, and attached as Exhibit B.

4.4 USER, its agents, employees, and subcontractors shall at all times be in compliance with the Department of Labor and Industries' guidelines of safety standards for construction work Part C1, Chapters 296-155. This section sets forth requirements for employers and subcontractors to provide and enforce the use of fall protection for workers in construction, alteration, repair, and maintenance of towers.

SECTION 5. INSPECTION

During the Lease Term, Landlord shall have the right, upon 24 hour notice to USER, to inspect USER's equipment to ensure compliance with this Agreement at any time from 8 a.m. to 5 p.m., Monday through Friday, excluding holidays during which USER'S offices are officially closed. At all other times, landlord may inspect USER'S equipment as reasonably agreed upon by the parties.

SECTION 6. LAWFUL CONDUCT

6.1 USER represents and warrants during the Lease Term that it has full power and authority from the FCC (or any other state or federal agency having jurisdiction) to install, operate, and maintain its equipment in the manner contemplated under this Agreement.

6.2 USER shall comply with all applicable federal, state, county, and municipal laws and ordinances (including any applicable zoning or health regulation or ordinances).

6.3 Landlord represents and warrants that the tower it owns, leases, and subleases complies with all laws and regulations applicable to such tower with respect to its present use, including, but not limited to, Federal Aviation Administration and FCC tower lighting, maintenance, and marking regulations. Landlord assumes any and all responsibility for ensuring continued compliance with such laws and regulations during the Lease Term, including any renewals thereof, provided, however, that any noncompliance is not caused by the intentional or negligent act(s) of USER.

SECTION 7. HARMFUL INTERFERENCE

In the event USER's system is rendered unusable in whole or substantial part due to harmful interference, USER shall immediately give written notice of such to Landlord. Parties shall undertake a good faith effort to correct or remedy such interference. The parties understand and agree that Landlord shall not be liable in any way for claims for damages or loss for harmful interference beyond its obligation to undertake a good faith effort to correct or remedy such interference. If harmful interference is caused by a third party, and cannot be remedied within a reasonable time, and such interference prevents USER from operating according to its licensing requirements, then USER has the right to terminate this Agreement on thirty (30) days notice, with no penalty or further responsibility under this Agreement.

SECTION 8. ACCESS

At no additional charge and at all times during the Lease Term and any renewal thereof, Landlord shall provide USER ingress and egress, to access and service the tower, Equipment Shelter, and USER Facilities from a public road. USER shall also have the right to install and maintain underground electrical service in areas reasonable to Landlord.

SECTION 9. ASSIGNMENT AND SUBLETTING

USER shall not assign, sublet, sell, convey, mortgage, encumber, or otherwise transfer this Agreement without prior written approval of Landlord, which shall not be unreasonably withheld.

SECTION 10. LIENS

USER shall not permit any lien to be imposed upon the Property of Landlord as a result of work done by or on behalf of USER. USER shall indemnify and hold Landlord harmless against any and all expenses, including reasonable attorney's fees, in connection with any such lien.

SECTION 11. INSURANCE, RECONSTRUCTION, CONDEMNATION

11.1 Landlord acknowledges, accepts and agrees that the USER is self-insured, and USER shall provide proof of such self-insurance upon the request of the Landlord.

11.2 Landlord shall, at its own expense, maintain fire and liability insurance upon its tower and building. In the event that Landlord's tower or building are damaged or destroyed to such an extent as to render either tower or building unusable in whole or substantial part, Landlord may terminate this Agreement as of the date of such occurrence or rebuild or repair either tower or building. Landlord shall give USER written notice of its election within twenty-one (21) days of the damage. If Landlord elects to rebuild or repair, and does so without unnecessary delay, USER shall be bound by this Agreement, except that rent and electrical power charge shall be abated for the time necessary to rebuild or repair. However if the damage results from the fault or neglect of USER, there shall be no such abatement. If Landlord fails to give any notice of election within twenty-one (21) days of the damage, USER shall have the right to declare this Agreement and all obligations hereunder, terminated. USER shall not be entitled to any compensation or damages from Landlord for loss of the use of the whole or any part of the Property, or any inconvenience occasioned by such damage, repair, reconstruction or restoration, unless such is caused by or due to the negligence of Landlord, provided, however, that USER shall have the right to place a temporary equipment shelter and tower on the Property as is reasonably necessary to maintain USER'S communication operations during the time periods described herein for notice and rebuilding

and repair. The location of such temporary equipment shelter and tower shall be subject to approval of Landlord, which shall not be unreasonably withheld.

11.3 If any or all of the Property is taken under powers of eminent domain, Landlord and USER will cooperate in good faith to establish the total value of the Property taken and to fairly allocate the condemnation award between them. If the parties cannot agree, then the allocation shall be fixed by the court authorizing the taking.

SECTION 12. HAZARDOUS MATERIALS

12.1 As used in this Agreement, the term "hazardous materials" shall be interpreted broadly and shall include all substances included by definition in any legislation, ordinance, or regulation dealing with hazardous or dangerous materials or waste. The term "costs" as used in this paragraph includes all damages, loss, expense or liability, fines or penalties, diminution of property value, consultant and expert fees, and attorney's fees, including those on appeal, incurred because of the investigation of the Property or any cleanup, removal, or restoration mandated by a federal, state, or local agency or other political subdivision or in settlement with such bodies.

12.2 If hazardous materials are used, stored, generated, or disposed of on or in the Property by USER, or if the Property is contaminated by hazardous material in any manner during the Lease Term by USER, USER shall hold Landlord harmless from and indemnify Landlord against any resulting costs.

SECTION 13. DEFAULT

Any failure by USER to timely pay rent or any other amount due to Landlord, or the failure by USER to perform any other obligation under this Agreement shall constitute a default.

SECTION 14. REMEDIES

If any default is not cured within thirty (30) days of Landlord's delivery of written notice to USER or, in the event of a default other than the payment of money which cannot reasonably be cured within said thirty-day (30) period, if USER does not act diligently to cure the default within a reasonable time not to exceed ninety (90) days, Landlord may terminate this Agreement and reenter and take possession of the Property. Notwithstanding any such re-entry, USER's liability for the rent or any other payment shall not be extinguished for the balance of the Lease Term and User shall pay Landlord the difference between such amounts and any lesser rental that Landlord may obtain, together with all costs of reletting, including brokerage fees. Landlord may, but shall not be obligated to, cure any default by USER and notify USER of the amounts expended. USER shall immediately pay such additional amounts to Landlord upon receipt of such notification. All payments by USER to Landlord under this Agreement shall bear interest at the rate of eighteen percent (18%) per annum from the date

due until paid. In addition to the foregoing remedies, Landlord shall be entitled to exercise all other remedies available at law.

SECTION 15. NOTICES

All notices required by this Agreement or otherwise, and any other communications shall be in writing and shall be deemed given upon actual delivery or three (3) days after such notice is mailed by certified mail, proper postage prepaid, to the following:

If to Landlord:

KPLU
Pacific Lutheran University
Tacoma, WA 98447

If to USER:

King County Property Services Division
500A King County Administration Bldg.
500 - 4th Avenue
Seattle, WA 98104

The above addresses may be changed by written notice given as provided above.

SECTION 16. ATTORNEY FEES

If either party commences an action against the other party arising out of or in connection with this Agreement, the prevailing party shall recover its costs and reasonable attorney's fees, including those for appeals.

SECTION 17. WAIVER OF BREACH

No act or failure to act by Landlord as to any breach by USER of any of its obligations under this Agreement shall be a waiver of any subsequent breach or of any other obligation under the Agreement.

SECTION 18. VENUE AND GOVERNING LAW

Any legal action brought under the terms of this Agreement shall be in Pierce County and shall be governed by the laws of the State of Washington.

SECTION 19. SUCCESSORS AND ASSIGNS

This Agreement shall run with the Property and shall be binding upon and inure to the benefit of the parties, their respective successors, personal representatives and assigns.

SECTION 20. OTHER PROVISIONS

20.1 This Agreement, including the attached exhibits, contains the entire agreement of the parties. All prior and contemporaneous agreements, promises, representations, and statements relating to this transaction, if any, are merged into this Agreement.

20.2 Any changes, modifications, amendments, renewals, extensions, or alterations to this Agreement must be in writing and must be signed by Landlord and USER.

20.3 USER may not record this Agreement in any public records, except as required by law. On request, Landlord will execute a Memorandum of Lease in form suitable for recording, provided that USER executes a Release and deposits it with Landlord or in escrow to assure that Landlord's title can be cleared on termination of the Agreement. Landlord understands and acknowledges that this Agreement is subject to disclosure as required by the Washington State Public Disclosure Act, RCW 42.17 or any other applicable law or regulation.

20.4 TIME IS OF THE ESSENCE as to each and every provision of this Agreement.

20.5 The captions contained in this Agreement are inserted only as a matter of convenience and in no way define, limit, or extend the scope of this Agreement or the intent of any provision.

To signify their consent to this Agreement, Landlord and USER have executed, or caused to be executed, this Agreement on the day and year indicated below.

USER:

KING COUNTY, a municipal corporation and political subdivision of the State of Washington

By: Dave Preugschat
Dave Preugschat

Title: Manager, Property Services Division

Date: 09 / 13 / 1999

LANDLORD:

KPLU-FM, PACIFIC LUTHERAN UNIVERSITY, a Washington nonprofit corporation

By: Dr. Martin J. Neeb
Dr. Martin J. Neeb

Title: President and General Manager

Date: 9 / 21 / 1999

STATE OF WASHINGTON)
)ss.
County of KING)

On this day Dr. Martin J. Neeb personally appeared before me, to me known to be the President and General Manager of KPLU-FM, Pacific Lutheran University, the nonprofit corporation that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument on behalf of the corporation.

GIVEN under my hand and official seal this 21 day of September 1999.

Kerry A Swanson
KERRY A SWANSON
(Type/Print Name)

Notary Public in And For the State of Washington,
residing at Spanaway
My appointment expires: 9/19/00.

STATE OF WASHINGTON)
)ss.
County of KING)

On this day Dave Preugschat personally appeared before me, to me known to be the Manager of the Property Services Division of the Department of Construction and Facility Management of King County that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said County, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument on behalf of the County.

GIVEN under my hand and official seal this 13th day of September 1999.

Mark R. Phillips
MARK R. PHILLIPS
(Type/Print Name)

Notary Public in And For the State of Washington,
residing at Bellevue
My appointment expires: 6/15/00.

EXHIBIT A

Legal Description