



**KING COUNTY**

1200 King County Courthouse  
516 Third Avenue  
Seattle, WA 98104

**Signature Report**

**March 20, 2018**

**Ordinance 18681**

**Proposed No. 2018-0114.1**

**Sponsors Upthegrove**

1 AN ORDINANCE authorizing the county executive to sign  
2 a twenty-five year sublease agreement enabling the Puget  
3 Sound Emergency Radio Network project to occupy and  
4 use the Snohomish County Emergency Radio System's  
5 Clearview site.

6 **STATEMENT OF FACTS:**

7 For the sublease from the Snohomish County Emergency Radio System,  
8 located at 8010 180th Street SE, Snohomish, Washington, the Puget  
9 Sound Emergency Radio Network project, with the oversight of the  
10 county's facilities management division, has determined that there is not  
11 an appropriate county-owned option, and has successfully negotiated a  
12 sublease with the Snohomish County Emergency Radio System that will  
13 enable the Puget Sound Emergency Radio Network project to use the  
14 Clearview site.

15 **BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:**

16 SECTION 1. The executive is authorized to execute a sublease for the Clearview  
17 site with the Snohomish County Emergency Radio System, substantially in the form of

18 Attachment A to this ordinance, and to take all actions necessary to implement the terms  
19 of the sublease.  
20


Ordinance 18681 was introduced on 3/12/2018 and passed by the Metropolitan King County Council on 3/19/2018, by the following vote:

Yes: 9 - Mr. von Reichbauer, Mr. Gosssett, Ms. Lambert, Mr. Dunn,  
Mr. McDermott, Mr. Dembowski, Mr. Upthegrove, Ms. Kohl-Welles  
and Ms. Balducci

No: 0

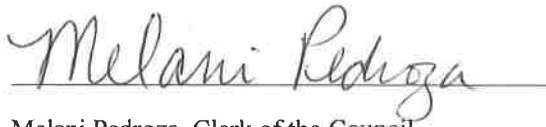
Excused: 0

KING COUNTY COUNCIL  
KING COUNTY, WASHINGTON



J. Joseph McDermott, Chair

ATTEST:



Melani Pedroza, Clerk of the Council



RECEIVED  
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KING COUNTY COUNCIL

APPROVED this 28 day of MARCH, 2018.



Dow Constantine, County Executive

**Attachments:** A. Sublease Agreement

**ATTACHMENT A:**  
**SUBLEASE AGREEMENT**

**RADIO SITE SUBLEASE AND ACCESS AGREEMENT  
BETWEEN  
SNOHOMISH COUNTY EMERGENCY RADIO SYSTEM  
AND  
KING COUNTY  
FOR THE PUGET SOUND EMERGENCY RADIO NETWORK ("PSERN")**

**THIS RADIO SITE SUBLEASE AND ACCESS AGREEMENT ("Sublease")** is made by and between SNOHOMISH COUNTY EMERGENCY RADIO SYSTEM, a Washington interlocal nonprofit corporation, whose address is 14900 40<sup>th</sup> Avenue NE, Marysville, WA 98271, hereinafter referred to as "**Sublessor,**" and KING COUNTY, a political subdivision of the State of Washington, having offices for the transaction of business at 500 Fourth Avenue, Suite 830, Seattle, Washington 98104, hereinafter referred to as "**Sublessee.**" Sublessor and Sublessee may jointly be referred to herein as the "**Parties**" or individually, a "**Party.**" The "**Effective Date**" of this Sublease shall be the last date it is signed by an authorized Party representative.

**WHEREAS,** Sublessor is the owner of certain communication facilities on, and has lawful control over a portion of the real property located at 8010 180<sup>th</sup> Street SE, Snohomish, Washington; and

**WHEREAS,** Sublessee desires to sublease from Sublessor a portion of Sublessor's property to construct, operate and maintain a communication facility and associated equipment and improvements, as well as obtain the right from Sublessor to access the property and install utilities in conjunction therewith; and

**WHEREAS,** King County plans to fund, procure sites for its communication facilities, and along with other municipalities in King County establish the Puget Sound Emergency Radio Network (the "**PSERN System**") to eventually provide service in King County as authorized by Proposition 1 and King County Ordinances 17993, 18074 and 18075.

**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 Sublease, the Parties do hereby agree:

**1. PREMISES.**

(a) Pursuant to that certain Communication Site Lease fully executed on December 23, 2002 ("**Prime Lease**"), a copy of which is attached hereto as **Exhibit D**, Sublessor leases a portion of the real property described in the attached **Exhibit A** ("**Property**") from Snohomish County Fire Protection District No. 7 ("**FD 7**"), for the installation and operation of its communication facilities, including but not limited to a pre-fabricated concrete building ("**Shelter**"), a 180' free-standing tower ("**Tower**"), and a back-up power generator and fuel tank (collectively, the "**Generator**"). Sublessor's leased area, which is depicted in **Exhibit A**, together with its Tower, Shelter and Generator, are collectively referred to herein as the "**Site.**"

(b) Sublessor hereby subleases to Sublessee approximately 1'8" x 1'4" of rack space within the Shelter and space on the Tower, for Sublessee's exclusive use, for the installation of Sublessee's Equipment (defined in Section 4 below), and grants non-exclusive licenses for access on, under and across the Site, and coaxial cables and an ice bridge extending from the Shelter to the Tower, all as generally described and depicted on the attached Exhibit A and Exhibit B (collectively, the "**Premises**"). The licenses granted herein are non-revocable during the Term (defined in Section 2(g) below) of this Sublease, and for a reasonable period of time thereafter, not to exceed forty-five (45) days, so that Sublessee can comply with its removal and restoration obligations under Section 20 of this Sublease.

(c) The Parties acknowledge and agree that for all purposes and in all respects, this Sublease is subject and subordinate to the terms, covenants and conditions of the Prime Lease and that in the event of a conflict between the Prime Lease and this Sublease, the Prime Lease shall control. The Parties agree to strictly comply with all terms, covenants, and conditions of the Prime Lease that are applicable to their use and occupancy of the Premises and the Site. In the event that any terms, covenants or conditions of the Prime Lease are amended or modified during the Term of this Sublease, Sublessor shall promptly provide Sublessee written notice thereof, including providing Sublessee a copy of any written documentation supporting such amendment or modification.

## 2. TERM.

(a) Subject to the Prime Lease remaining in full force and effect, the initial term of this Sublease shall be for a period of twenty-five (25) years, commencing on the date Sublessee commences construction of its Equipment on the Premises ("**Commencement Date**"), and terminating on the last day of the month in which the twenty-fifth anniversary of the Commencement Date shall occur ("**Initial Term**"). Subject to the Prime Lease remaining in full force and effect, Sublessee shall have the right to extend the term of this Sublease for an additional three (3) periods of five (5) years each (each an "**Extension Term**") subject to the following terms and conditions:

i. That at the time of the exercise of such right, as well as at the time of the beginning of the Extension Term, Sublessee shall not be in default in the observance or performance of any of the material terms, covenants or conditions of this Sublease 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 the Sublease.

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

iii. Each Extension Term shall be exercised automatically as long as Sublessee does not deliver to Sublessor a written notice of termination at least ninety (90) days prior to the end of the Initial Term or the end of the applicable Extension Term.

(b) The Parties acknowledge that the current term of the Prime Lease expires on December 31<sup>st</sup>, 2018, and that Sublessor has the right to extend the Prime Lease for an additional four (4) periods of five (5) years each (each an "**Option**") upon providing FD 7 written notice of

its intent to exercise each Option six (6) months prior to the expiration of the then-current term. Sublessor shall give Sublessee six (6) months written notice of its intention not to exercise any Option. If the Prime Lease is to terminate for any other reason, then the Sublessor shall give Sublessee as much prior notice of the effective termination date as possible. Notwithstanding anything in this Sublease to the contrary, this Sublease shall be coterminous with the Prime Lease.

(c) The Parties further acknowledge that in the Prime Lease FD 7 has the right upon Sublessor's exercise of each of the four (4) Options to request adjustment to the Prime Lease terms and conditions. In the event FD 7 and Sublessor negotiate material changes to the Prime Lease terms and conditions, Sublessor shall provide Sublessee written notice thereof as soon as reasonably possible thereafter. If such changes in the Prime Lease modify Sublessee's rights granted under this Sublease, Sublessor and Sublessee shall negotiate in good faith to reasonably accommodate the modified Prime Lease terms and conditions by an amendment to this Sublease. Any dispute as to such Sublease amendment shall be resolved under Section 21, Dispute Resolution.

(d) If, at least six (6) months prior to the end of the final Extension Term, Sublessor has further extended the Prime Lease with FD 7, then upon the expiration of the final Extension Term this Sublease shall continue in full force upon the same covenants, terms and conditions for a further term that is equivalent to the extension period agreed to between Sublessor and FD 7 ("**Final Extension Term**"), until terminated by duration or either Party by giving to the other written notice of its intention to so terminate at least six (6) months prior to the intended date of termination.

(e) If Sublessee remains in possession of the Premises after any termination of this Sublease, such possession by Sublessee shall be deemed to be a month-to-month tenancy terminable on twenty (20) days' written notice given at any time by either Party. All provisions of this Sublease, except those pertaining to term, shall apply to the month-to-month tenancy.

(f) If, at any time, Sublessee vacates the Premises and ceases occupancy for a period of six (6) months or more, Sublessor may determine the Premises abandoned by Sublessee and terminate this Sublease after thirty (30) days written notice to Sublessee and no resumption of the Permitted Use (defined in Section 4(a)) of the Premises by Sublessee shall affect such termination.

(g) The Initial Term, any Extension Terms, any Final Extension Term and any holdover tenancy are collectively referred to in this Sublease as the "**Term**."

**3. CONSIDERATION.** In consideration of Sublessee's installation of Sublessee's Equipment, which the Parties acknowledge and agree constitutes a substantial capital investment by Sublessee and is sufficient consideration for Sublessor to enter into the Sublease and grant Sublessee use of the Premises for the purpose provided herein, there shall be no rent, sublease fee or sublease fee equivalent due from Sublessee to Sublessor. Sublessor will also benefit from establishment of the PSERN System as authorized by law to increase the availability, capacity and quality of emergency communications services in King County and adjacent areas. In addition, Sublessor hereby grants Sublessee use of the Premises, free from rent, in consideration

for (a) Sublessee's agreement to similarly refrain from charging Sublessor rent for Sublessor's similar occupancy of space at Sublessee's "**Sobieski Site**," located within the Skykomish Ranger District, Mt Baker-Snoqualmie National Forest, King County, Washington, south of US Highway 2; and (b) Sublessee's agreement to provide Sublessor microwave backhaul services from the Sobieski Site to this Site.

#### 4. USE.

(a) The Premises shall be used for the purpose of the construction, installation, operation, maintenance, repair, replacement, upgrade, update, addition, modification and removal of communication equipment and antennas generally described on **Exhibit C** (collectively, the "**Equipment**"), for the PSERN System as it is presently designed or may hereinafter be modified or changed ("**Permitted Use**"). All alterations and modifications to the Equipment are subject to the terms of Section 11 below. Sublessee has the right to obtain a title report or commitment for a subleasehold title policy from a title insurance company of its choice and to have the Property surveyed by a surveyor of its choice. Without injury to the Site, Sublessee may also perform and obtain, at Sublessee's sole cost and expense, soil borings, percolation tests, engineering procedures, environmental investigation or other tests or reports on, over, and under the Site, necessary to determine if Sublessee's use of the Premises will be compatible with Sublessee's engineering specifications, system, design, operations or Government Approvals.

(b) Prior to performing any installation or construction work within the Premises, Sublessee shall secure all necessary federal, state and local licenses, permits, and approvals for the Permitted Use (collectively referred to hereinafter as "**Government Approvals**") at its sole expense. Sublessor agrees to cooperate promptly and reasonably with Sublessee to review and, where appropriate, sign any and all applications and/or submissions necessary to obtain all Government Approvals from all applicable governmental and/or regulatory entities required for the Permitted Use of the Equipment within the Premises. Sublessor agrees to reasonably assist Sublessee with such applications and with obtaining and maintaining the Government Approvals.

#### 5. ACCESS.

(a) As part of the consideration for this Sublease, Sublessor hereby grants Sublessee a nonexclusive access license on, over, and across the Property and Site for ingress, egress, between the public right of way and the Premises, adequate to construct, install, operate, maintain, repair, replace, upgrade, update, and remove the Equipment, and to service the Premises at all times during the Term. The access license provided hereunder shall have the same Term as this Sublease plus an additional forty-five (45) days, which additional term shall be solely for the purpose of removing the Equipment as described in Section 20 below.

(b) Sublessee's right to access the Premises shall be consistent with Sublessor's access rights under the Prime Lease: Sublessee shall restrict access to the Premises to its employees, agents and contractors who have specific functions to perform on the Premises. Except for emergencies, access to the Premises shall be limited to the hours from 7 A.M. to 7 P.M. In the event of an emergency, Sublessee may access the Premises immediately. Sublessee will at all times avoid interference with fire apparatus both during construction and during normal system operation. The access area is generally depicted in **Exhibit A**.

(c) Only Sublessee's employees, agent and contractors that have passed a Washington State Patrol, or substantially similar, background check will be granted unescorted Site access; others will be escorted by a person that has passed a Washington State Patrol, or substantially similar, background check.

**6. UTILITIES.** Sublessor hereby grants Sublessee the right to use the existing electricity and back-up power Generator at the Site, at no additional cost to Sublessee. Sublessor hereby agrees to provide such electricity and Generator service to Sublessee's Premises and Equipment in exchange for Sublessee providing the same consideration to Sublessor for Sublessor's similar use of the Sobieski Site.

**7. MAINTENANCE & REPAIR.**

(a) Sublessee shall maintain those areas of the Premises used exclusively by Sublessee and its Equipment in good repair and tenantable condition during the Term of this Sublease. Except as expressly set forth in this Sublease, Sublessor shall not maintain, repair or otherwise touch or interfere with Sublessee's Equipment without Sublessee's prior consent; provided that, in the event of an emergency posing an imminent threat of bodily injury or property damage, Sublessor may take action necessary to abate the threat and shall give Sublessee notice of such actions taken as soon as is reasonably possible thereafter.

(b) Sublessor shall maintain the Site (except for those areas of the Premises used exclusively by Sublessee's Equipment), including access to the Premises, in good repair and tenantable condition during the Term of this Sublease. The Sublessor agrees to maintain its Tower at all times during the Term of this Sublease 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.

(c) Subject to the terms in Section 8 herein below, Sublessee shall at all times maintain title to the Equipment and current Federal Communications Commission ("FCC") licenses in Sublessee's name.

**8. ASSIGNMENT/SUBLEASE.**

(a) Sublessee may not assign, sublease, or transfer in whole or in part its interest in this Sublease without Sublessor's sole discretionary written consent.

(b) Notwithstanding anything in this Sublease to the contrary, Sublessee may assign its interest in this Sublease (which assignment shall accompany a sale and/or transfer of the Equipment and Government Approvals, including FCC licenses), without the Sublessor's consent, to that governmental non-profit entity or to any entity existing now or in the future that will be responsible for the operation, maintenance, management, updating and upgrade or replacement of the PSERN System as authorized by law.

(c) In the event of an assignment, the assignee shall assume all liability of the assignor and Sublessee will be relieved of all future performance, liabilities and obligations under this Sublease to the extent of such assignment.



(d) Should Sublessor sell, lease, transfer, or otherwise convey all or any part of the Site and/or its interest in the Prime Lease to any transferee other than Sublessee, such transfer shall be subject to this Sublease.

**9. DISASTER.** In the event the Premises is destroyed or damaged by fire, earthquake or other casualty so as to render the Premises unfit for use as provided for herein, Sublessee may terminate this Sublease. If the Sublessee believes it is feasible to relocate the Equipment to a different location on the Site, the Parties agree that the Premises will be relocated. If determined reasonably available by Sublessor, Sublessor will provide an interim site for Sublessee to locate temporary, mobile Equipment and equipment as necessary to continue service during repair or relocation of the Premises or Equipment. A survey will be prepared for the relocated Premises (including access and utility licenses) and the survey will replace Exhibit B attached hereto.

**10. HAZARDOUS SUBSTANCES.**

(a) Sublessor represents and warrants to Sublessee that Sublessor is not aware of any Hazardous Substances (defined in Section 10(d) below) located on the Site or Property in soil, groundwater, or other environmental media, in violation of applicable laws. Sublessee and Sublessor agree that they will not place, dispose of or store any Hazardous Substance on the Premises or the Property in violation of applicable laws.

(b) Sublessee shall indemnify, defend and hold harmless Sublessor with respect to any and all claims, demands, suits, causes of action, judgments, damages, costs, attorney fees, government orders, penalties, or other requirements (hereafter "**Claims**") arising from the release of any Hazardous Substances on the Premises caused by Sublessee, its employees or agents, except to the extent that a Claim is caused by the Sublessor, its employees or agents, another tenant, its employees or agents, or a third party.

(c) Sublessor shall indemnify, defend and hold harmless Sublessee with respect to any and all Claims arising from the presence or release of any Hazardous Substances on the Site, except to the extent that a Claim is caused by Sublessee, its employees or agents.

(d) For purposes of this Sublease, "**Hazardous Substances**" shall mean any substance subject to regulation under the Washington Hazardous Waste Management Act (Ch. 70.105 RCW) and implementing regulations, any "hazardous substance" under the Washington Model Toxics Control Act (Ch. 70.105D RCW) and implementing regulations, and any "hazardous substance" or "hazardous waste" as defined by the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 USC §§ 9602 et seq.) and implementing regulations, as these laws are amended from time to time; underground storage tanks, whether empty, filled or partially filled with any substance; asbestos; urea formaldehyde foam insulation; PCBs; and any other substance, waste, material or chemical deemed or defined as hazardous, toxic, a pollutant, contaminant, dangerous or potentially dangerous, noxious, flammable, explosive, or radioactive, the removal of which is required or the manufacture, preparation, production, generation, use, maintenance, treatment, storage, transfer, handling, or shipment of which is restricted, prohibited, regulated or penalized by any federal, state, county, municipal or

King County Lease #: PSERN-11  
 King County Site Name: Clearview

other local governmental statute, regulation, ordinance or resolution as these laws are amended from time to time.

**11. ALTERATIONS.** With the prior written approval of Sublessor, which approval shall not be unreasonably withheld, delayed or conditioned, Sublessee may make any alterations, additions, or improvements to the Equipment, and/or in or to said Premises, at any time during the Term of the Sublease so long as it complies with all applicable laws, and so long as it does not interfere with the current use of the Site by Sublessor or another of Sublessor's tenants. Notwithstanding the foregoing, Sublessee shall have the right to maintain, repair, replace with like-kind equipment, and remove all or any part of the Equipment without Sublessor's prior written approval; provided that for any replacement work Sublessee shall provide Sublessor prior written notice thereof reasonably sufficient for Sublessor to have someone on Site to supervise such work, if they so choose.

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

Sublessor: Snohomish County Emergency Radio System  
 Attention: Director  
 14900 40<sup>th</sup> Avenue NE  
 Marysville, WA 98271

With copy to: Anderson Hunter Law Firm  
 Attention: Bradford N. Cattle  
 2707 Colby Avenue, Suite 1001  
 Everett, WA 98201

Sublessee: King County Facilities Management Division  
 Real Estate Services  
 Attention: Leasing Supervisor  
 Re: Clearview PSERN Sublease  
 500 Fourth Avenue, Suite 830  
 Seattle, WA 98104

With copy to: King County Facilities Management Division  
 Director's Office  
 Attention: Gail Houser  
 RE: Clearview PSERN Sublease  
 500 Fourth Avenue, Suite 800  
 Seattle, WA 98104

With copy to: King County  
 Emergency Radio Communications Division - KCIT  
 Attention: Marlin Blizinsky  
 RE: Clearview PSERN Sublease

401 Fifth Avenue, Suite 600  
Seattle, WA 98104

Each Party shall appoint a manager to have responsibility for activities carried out under this Sublease and to resolve any disputes that may arise between the Parties under Section 21.

**13. WASTE AND NUISANCE PROHIBITED.** During the Term of this Sublease, Sublessee shall comply with all applicable laws affecting the Premises, the breach of which might result in any penalty on Sublessor or forfeiture of Sublessor's leasehold interest in the Site. Sublessee shall not commit, or suffer to be committed any waste on the Premises, or any nuisance.

**14. MECHANIC'S LIENS.** Sublessee agrees to pay when due all sums that may become due for any labor, services, materials, supplies, or equipment furnished at the instance of the Sublessee, in, upon or about the Premises and which may be secured by any mechanic's, materialman's or other lien against the Premises and/or Sublessor's interest therein, and will cause each such lien to be fully discharged and released at the time of any obligation secured by any such lien matures and/or becomes due. Provided that if the Sublessee in good faith disputes the claim of lien, the Sublessee may pursue such dispute in any lawful manner, provided that it bonds against such lien to the Sublessor's reasonable satisfaction. Sublessor hereby waives any and all lien rights it may have, statutory or otherwise, concerning the Equipment or any portion thereof.

**15. SIGNS.** Sublessee shall not erect or install any exterior signs or symbols on the Premises, unless required by applicable laws, without Sublessor's approval. Any signs or symbols so placed on the Premises shall be removed by the Sublessee at the termination of this Sublease and the Sublessee shall repair any related damage or injury to the Premises. If not so removed by Sublessee, the Sublessor may have the same removed and repairs performed at Sublessee's expense.

**16. CONDEMNATION.** 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, the use of the Premises by Sublessee for any of the specific purposes herein before referred to shall be prohibited, Sublessee shall have the right to terminate this Sublease upon written notice to Sublessor. In the event of a partial taking, if Sublessee is entitled to, but does not elect to, terminate this Sublease, it shall continue in possession of that part of the Premises not so taken under the same terms and conditions hereof. If it is feasible to relocate the Equipment to a different location on the Site without any impairment to the quality of service provided by the Equipment, the Parties agree that the Premises will be relocated. If it is feasible to relocate the Equipment to a different location on the Site and there is an impairment to the quality of service provided by the Equipment, Sublessee may elect to either relocate the Premises to the different location or terminate this Sublease as provided in this Section 16. A survey will be prepared for the relocated Premises (including access and utility licenses) at Sublessor's expense, and the survey will replace **Exhibit B** attached hereto. All compensation awarded or paid upon such a total or partial taking of the fee of the Premises shall belong to and be the property of Sublessor, irrespective of what aspect of the subleasehold such compensation is purported to be addressing. Provided, however, Sublessor shall not be entitled to any award made

to Sublessee for depreciation to and cost of removal or relocation of the Equipment on the Premises provided that no award for such claims shall reduce the amount of any award made to Sublessor.

**17. DEFAULT.**

(a) If Sublessee should fail to remedy any default (1) in the payment of any sum due under this Sublease within twenty (20) days after receipt of written notice, or (2) in the keeping of any other term, covenant or condition herein with all reasonable dispatch, within a reasonable period of time no sooner than thirty (30) days after receipt of written notice within which time frame said default has not been cured, then in any of such event(s), Sublessor shall have the right, at its option, in addition to, and not exclusive of, any other remedy Sublessor may have by operation of law, terminate this Sublease upon written notice to Sublessee.

(b) If Sublessor should fail to remedy any default in the keeping of any term, covenant or condition herein with all reasonable dispatch, within a reasonable period of time no sooner than thirty (30) days after receipt of written notice within which time frame said default has not been cured, then in any of such event(s), Sublessee shall have the right, at its option, in addition to and not exclusive of any other remedy Sublessee may have by operation of law, to remedy Sublessor's failure to perform or terminate this Sublease upon written notice to Sublessor. In such event Sublessor shall be responsible for any costs incurred by Sublessee in remedying Sublessor's default.

**18. TERMINATION BY SUBLESSEE.** Sublessee retains the right to terminate this Sublease for any reason whatsoever upon ninety (90) days written notice to Sublessor. Sublessee also retains the right to terminate this Sublease upon thirty (30) days written notice to Sublessor if (a) Sublessee determines that it cannot obtain the Government Approvals required to employ the Premises for the use described in this Sublease, or if any necessary approval is revoked or terminated, or (b) if Sublessee or Sublessee's vendor of the PSERN System determines that, for technical, design, interference, environmental, economic or title reasons, the Premises are not necessary or suitable for the operation of the PSERN System or the use described in this Sublease. In event of termination of this Sublease as provided for in this Section, Sublessee shall remove all personal property and repair any damage to the Site that Sublessee caused, at its sole expense, as provided for in Section 20. Provided, however, Sublessor may purchase any improvements constructed by Sublessee on the Premises for that amount as determined fair and reasonable.

**19. LITIGATION COSTS/VENUE.** If any legal action is instituted to enforce or construe this Sublease, or any part thereof, the prevailing party shall be entitled to recover reasonable attorney fees and expenses. Venue of any legal action brought hereunder shall be in Snohomish County, State of Washington.

**20. REMOVAL OF PERSONAL PROPERTY BY SUBLESSEE.**

(a) All portions of the Equipment brought onto the Site by Sublessee will be and remain Sublessee's personal property during the Term of this Sublease. During the Term of this Sublease and upon termination, Sublessee shall have the right to remove some or all of its personal property, whether or not attached to the Premises, provided that such may be removed without serious damage to the Site. All damage to the Site caused by removal of Sublessee's personal property shall be promptly restored or repaired by Sublessee. All personal property not so removed within forty-

five (45) days after the expiration or termination of this Sublease shall be deemed abandoned by Sublessee.

(b) Upon the expiration or early termination of this Sublease, Sublessee shall restore the Premises to the condition that existed prior to Sublessee's occupancy, reasonable wear and tear excepted, including removal of Sublessee's personal property/Equipment in accordance with Section 20(a) above, but excluding the replacement of trees or other landscaping that was removed during the construction process. This work shall be done at Sublessee's sole expense and to the reasonable satisfaction of Sublessor.

(c) Upon the expiration or earlier termination of this Sublease, upon Sublessor's prior written consent, Sublessee may leave on the Site any improvements, excluding the Equipment, installed by or at Sublessee's direction, in which case Sublessor shall assume ownership thereof without the need for any additional documentation, and such facilities will become part of Sublessor's Site.

(d) In the event that all or any of Sublessee's Equipment is deemed abandoned, in accordance with Section 20(a) herein above or under any applicable law, Sublessor shall have the right to remove such Equipment from the Premises, dispose of it in accordance with applicable laws, and restore the Premises to its condition existing prior to Sublessee's occupancy, all at Sublessee's sole cost and expense.

## **21. DISPUTE RESOLUTION.**

(a) In the event of a dispute between the Sublessor and Sublessee arising by reason of this Sublease, the dispute shall first be referred to managers designated by Sublessor and Sublessee to have oversight over the administration of this Sublease. The officers or managers shall meet within a reasonable time, not later than five (5) calendar days after either Party's request for a meeting, whichever request is first, and the Parties shall make a good faith effort to achieve a resolution of the dispute.

(b) If the Parties are unable to resolve the dispute under the procedure set forth in this Section, 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 the cure periods provided for in Section 17, either Party may seek any and all remedies at law against the other Party for default or breach of this Sublease.

## **22. INSURANCE.**

(a) Sublessee maintains a fully funded self-insurance program for the protection and handling of the Sublessee's liabilities including injuries to persons and damage to property.

(b) Sublessor acknowledges, agrees and understands that Sublessee is self-funded for all of its liability exposures. Sublessee agrees, at its own expense, to maintain, through its fully funded self-insurance program, coverage for all of its liability exposures for this Sublease. Sublessee

agrees to provide Sublessor with at least thirty (30) days prior written notice of any material change in Sublessee's self-funded insurance program and will provide Sublessor with a letter of self-insurance as adequate proof of coverage. Sublessor further acknowledges, agrees and understands that Sublessee does not purchase commercial general liability insurance and is a self-insured governmental entity; therefore, Sublessee does not have the ability to name Sublessor as an additional insured.

(c) If Sublessor is not a governmental agency which maintains a fully funded self-insurance program in accordance with applicable law, Sublessor will maintain commercial general liability 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, and will include Sublessee as an additional insured with respect to claims arising out of or related to this Sublease.

(d) Sublessor shall carry "All Risk" property insurance in an amount equal to the full replacement value of its improvements on the Property.

(e) Sublessee shall maintain "All Risk" property insurance in an amount equal to the full replacement value of all its improvements and personal property located on the Premises or shall self-insure improvements and personal property on the Premises.

(f) Notwithstanding any language to the contrary contained in this Sublease, Sublessor and Sublessee 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 Sublease and each hereby releases the other from any such claim or liability regardless of the cause of such loss.

**23. TAXES.** Sublessor shall pay all real property taxes, assessments, or levies assessed against the Site, except the Equipment owned by Sublessee. Sublessee shall pay all taxes, assessments or levies that shall be assessed on, or with respect to, the Equipment on the Premises owned by Sublessee.

**24. EXECUTION AND APPROVAL.** The Parties warrant that the officers and individuals executing below have been duly authorized to act for and on behalf of the Party for purposes of executing this Sublease.

**25. INDEMNITY AND HOLD HARMLESS.**

(a) Sublessee agrees to indemnify and hold Sublessor and FD 7 harmless as provided herein to the maximum extent possible under law. Accordingly, Sublessee agrees for itself, its successors, and assigns, to defend, indemnify, and hold harmless Sublessor and FD 7, their respective appointed and elected officials, and employees from and against liability for all Claims, including costs of defense thereof for injury to persons, death, or property damage which is caused by or arises out of Sublessee's exercise of rights and privileges granted by this Sublease, except to the extent of the Sublessor's and/or FD 7's negligence.



(b) Sublessor agrees to indemnify and hold Sublessee harmless as provided herein to the maximum extent possible under law. Accordingly, the Sublessor agrees for itself, its successors, and assigns, to defend, indemnify, and hold harmless Sublessee, its appointed and elected officials, and employees from and against liability for all Claims, including costs of defense thereof for injury to persons, death, or property damage which is caused by or arises out of Sublessor's exercise of rights and privileges granted by this Sublease, except to the extent of the Sublessee's negligence.

(c) Where such Claims result from the concurrent negligence of the Parties, the provisions provided in this Section 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) In the event that any of the Parties incurs any judgment, award, and/or cost arising therefrom, including attorney fees, expenses, and costs shall be recoverable from the responsible Party to the extent of that Party's negligence.

(f) The provisions of this Section 25 do not apply to Claims that are subject to Section 10.

## **26. INTERFERENCE.**

(a) Where there are existing radio frequency user(s) on the Site, Sublessor will provide Sublessee with a list of all existing radio frequency user(s) on the Site and the frequencies used by each to allow Sublessee to evaluate and avoid the potential for interference. Sublessee warrants that its use of the Premises will not interfere with existing radio frequency user(s) so disclosed by Sublessor at the time Sublessee 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) Without Sublessee's prior written consent, Sublessor will not grant a lease, license or any other right to any third party for the use of the Site if such use may in any way adversely affect or interfere with Sublessee's equipment, Sublessee's operations, or Sublessee's rights under this Sublease.

(c) Sublessor agrees to require all users of radio frequencies on the Site, including Sublessor, to: (i) comply with the Site Standards, Conditions and Interference Mitigation Requirements set forth on Exhibit D of the Prime Lease, (ii) comply with the rules, regulations, and licenses of the FCC, (iii) cease operating any equipment which causes interference within 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 or radio

frequencies to confirm that the proposed installation will not create interference with existing uses, (v) agree in all future leases, licenses and agreements the requirement to comply with terms that are substantially equivalent to the non-interference requirements in this Section 26, and (vi) reasonably cooperate with other users in order to troubleshoot the cause of any radio frequency interference which may arise. Notwithstanding the foregoing, the last user to add equipment on 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 Sublease, "interference" includes harmful interference as defined by the FCC, and any use on the Site or surrounding Property that causes physical obstruction with the use of the Premises.

**27. NON-DISCRIMINATION.** Sublessee and Sublessor, 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 or local laws applicable to the Property by virtue of this Sublease, including, without limitation, Chapter 49.60 RCW. Sublessee and Sublessor 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. Sublessee 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, 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 Sublease and shall be grounds for cancellation, termination, or suspension, in whole or in part, of this Sublease 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 Sublease shall be construed as a waiver of the same term or other rights of that Party in the future.

(b) **ENTIRE AGREEMENT:** This Sublease contains terms and conditions agreed upon by the Parties. The Parties agree that there are no other understandings, oral or otherwise, regarding the subject matter of this Sublease. No modification or amendment to this Sublease shall be valid until put in writing and signed by both Parties with the same formalities as this Sublease.

(c) **HEADINGS:** The section headings appearing in this Sublease 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 Sublease 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 Sublease 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 the Sublease, the remainder of the Sublease being valid and enforced to the fullest extent permitted by law. If it should appear that any part, term or provision of this Sublease is in conflict with any applicable laws, then the part, term or provision thereof that may be in conflict shall be deemed inoperative and null and void insofar as it may be in conflict therewith and this Sublease shall be deemed to modify to conform to such statutory provision.

(f) USE OF TERMS: Whenever the singular number is used in this Sublease 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: This Sublease shall run with the land, and shall be binding upon and inure to the benefit of the Parties, their respective successors, personal representatives and assigns.

(h) REPRESENTATIONS AND WARRANTIES: Sublessor represents, warrants and agrees that: (i) Sublessor solely owns the Shelter, Tower and Generator, and controls the ground space on which such facilities are located by lease or license, and has the full right, power and authority to grant this Sublease to Sublessee; (ii) the Site is not and will not be encumbered by any liens, restrictions, mortgages, covenants, conditions, easements, leases, or any other agreements of record or not of record, which would adversely affect Sublessee's rights under this Sublease; (iii) as long as Sublessee is not in default beyond any applicable cure period, Sublessor grants to Sublessee sole, actual, quiet and peaceful use, enjoyment and possession of the Premises; and (iv) Sublessor's execution and performance of this Sublease will not violate any laws, covenants or the provisions of any mortgage, lease or other agreement binding on Sublessor.

(i) MEMORANDUM OF SUBLEASE: Sublessor agrees to sign a short form Memorandum of Sublease that Sublessee may record at Sublessee's expense.

(j) GOVERNED BY LAWS OF STATE OF WASHINGTON: This Sublease shall be governed by the laws of the State of Washington.

(k) 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 Sublease shall not constitute a waiver thereof.

[SIGNATURES ON FOLLOWING PAGES]

IN WITNESS WHEREOF, the Parties have caused this Sublease to be executed of the date and year below their signature blocks.

Sublessor:  
SNOHOMISH COUNTY EMERGENCY  
RADIO SYSTEM, a Washington interlocal  
nonprofit corporation

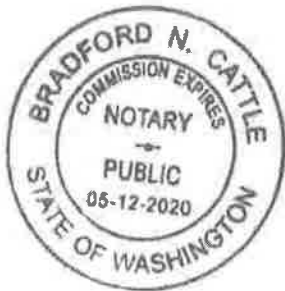
  
\_\_\_\_\_  
Jon Nehring, President


DATED: 12/7/17

STATE OF WASHINGTON )  
                                  ) SS.  
COUNTY OF ~~LEWIS~~ SNOHOMISH ~~COUNTY~~ INC

On this 7<sup>th</sup> day of DECEMBER, 2017, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Jon Nehring, President of the Snohomish County Emergency Radio System, 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 on behalf of said organization.

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 WOODINVILLE, WA.  
My commission expires: 5/12/20

DATED: December 7, 2017

King County Lease #: PSERN-11  
King County Site Name: Clearview

Sublessee:  
**KING COUNTY**,  
a political subdivision of the State of Washington

By: \_\_\_\_\_  
Name: Anthony O. Wright  
Title: Director, Facilities Management Division  
DATED: \_\_\_\_\_

STATE OF WASHINGTON )  
                                                      ) ss.  
COUNTY OF KING         )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2018, 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: \_\_\_\_\_

DATED: \_\_\_\_\_

Approved as to form:

\_\_\_\_\_  
Busch Law Firm PLLC

EXHIBIT A  
**(Legal description of Property)**  
(page 1 of 2)

**Legal Description of Property, on which the Site is located:**

LOT 1 OF SHORT PLAT NO. SP418 (12-80) RECORDED UNDER RECORDING NUMBER 8203120213, BEING A PORTION OF THE NORTHEAST QUARTER OF SECTION 14, TOWNSHIP 27 NORTH, RANGE 5 EAST, W.M. IN SNOHOMISH COUNTY, WASHINGTON.

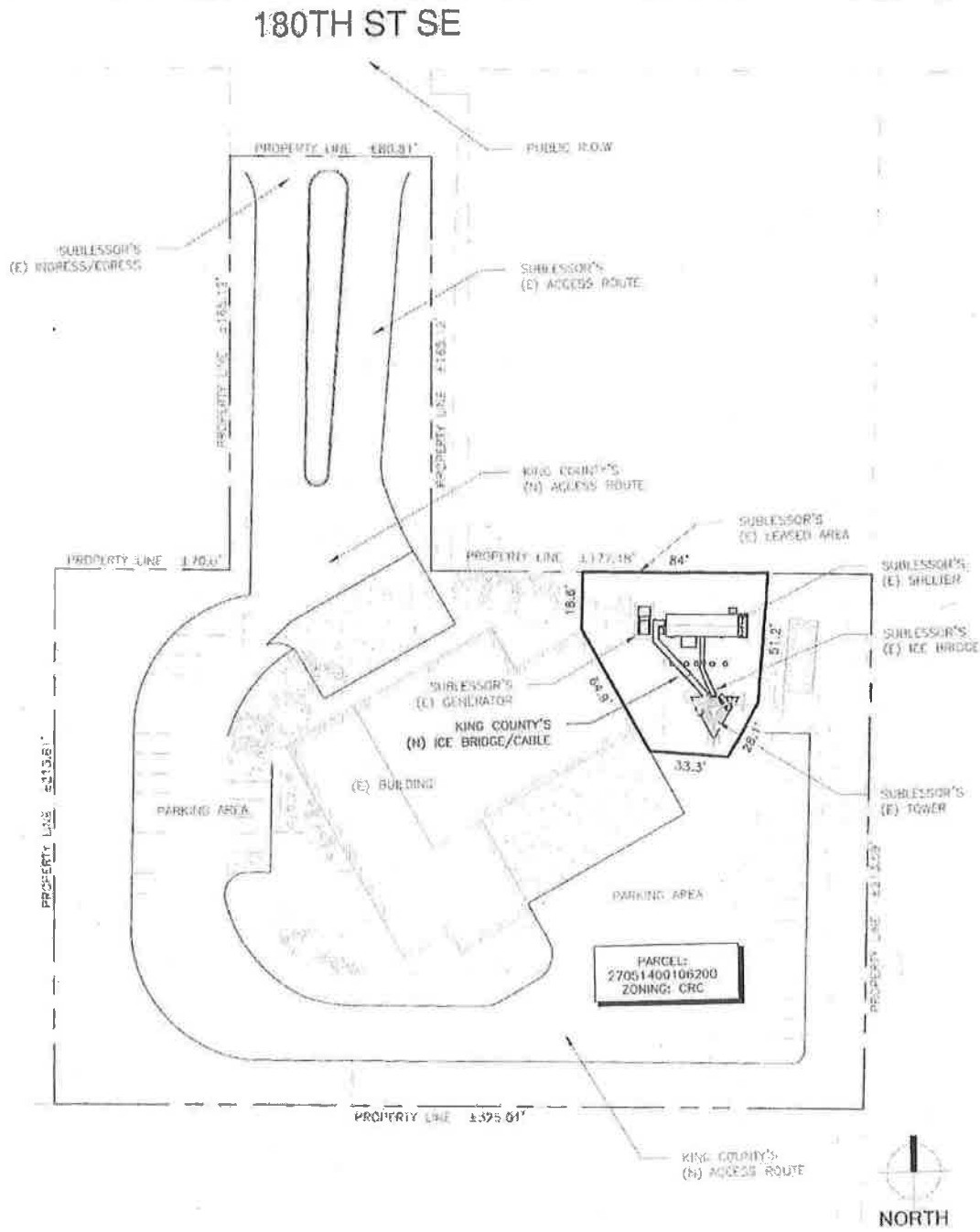
EXCEPT THAT PORTION CONVEYED TO THE STATE OF WASHINGTON, DEPARTMENT OF TRANSPORTATION BY WARRANTY DEED RECORDED UNDER RECORDING NUMBER 201004060662.

SITUATE IN THE COUNTY OF SNOHOMISH, STATE OF WASHINGTON.

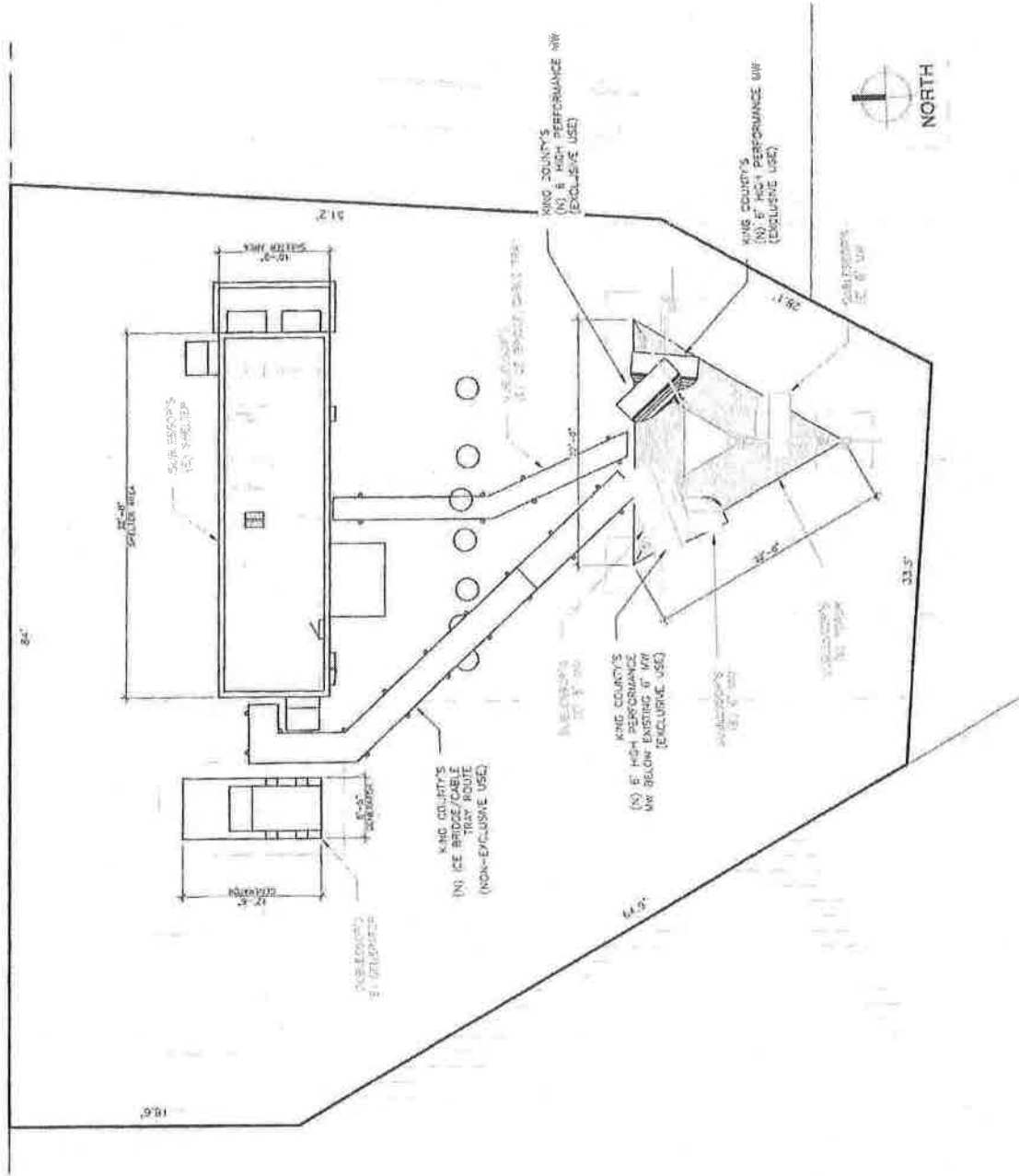
APN: 2705140010 6200

Address: 8010 180<sup>th</sup> Street SE, Snohomish, Washington 98296

**EXHIBIT A**  
**(Depiction of the Property and Sublessor's Site)**  
(page 2 of 2)

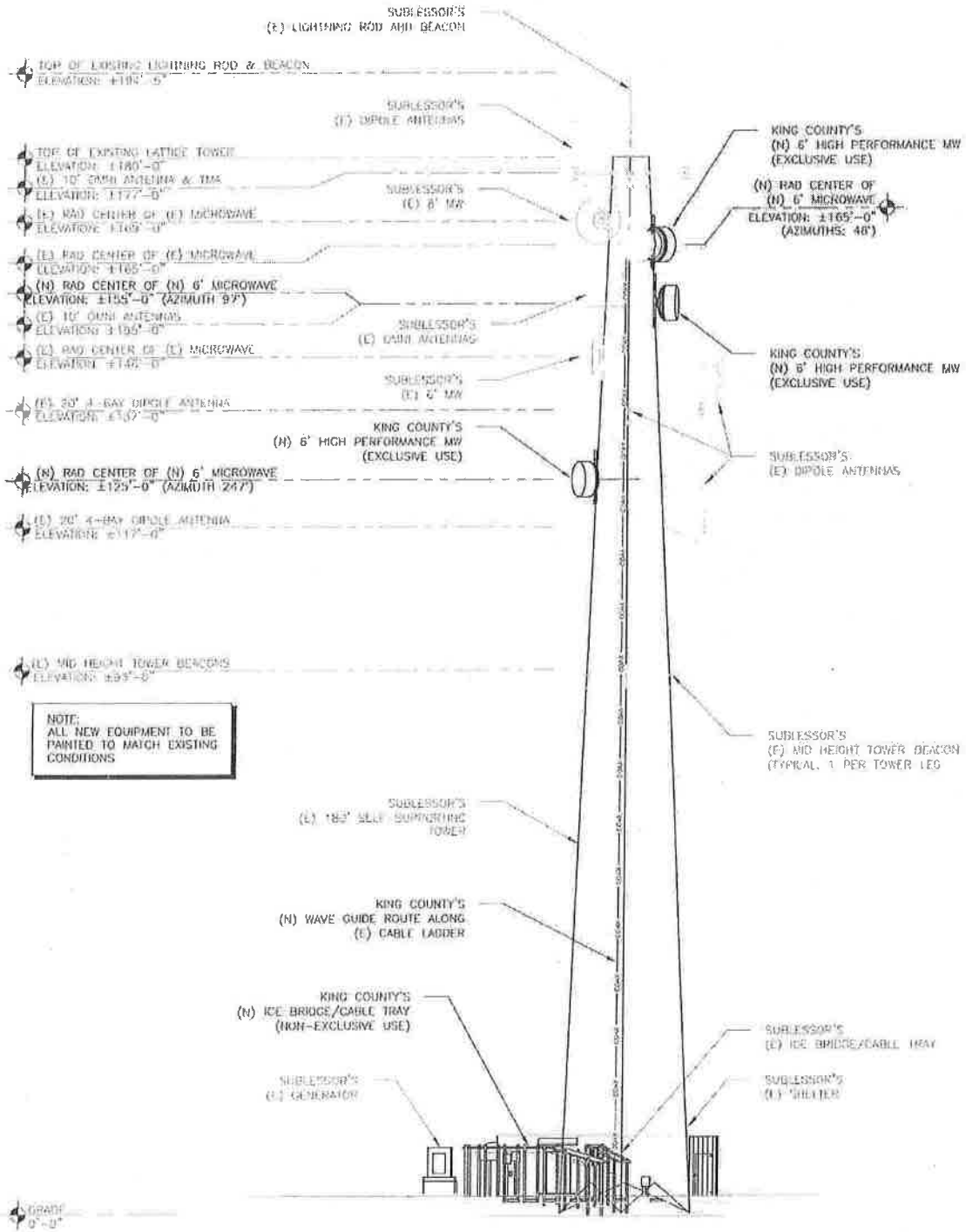


**EXHIBIT B**  
**(Depiction of Premises)**  
**(Page 1 of 3)**





**EXHIBIT B**  
**(Page 3 of 3)**





**EXHIBIT C**  
**(Equipment)**

- Approximately 1'8" x 1'4" equipment rack space
- Three (3) microwave dishes, each six feet (6') in diameter
- Coax cables from equipment rack in Shelter to microwave dishes on Tower
- Ice bridge from Shelter to Tower

The Equipment described above may be maintained, repaired, replaced with like-kind equipment, or removed without Sublessor's consent, except as otherwise specifically set forth in Section 11 of the Sublease; provided that for any replacement work Sublessee shall give Sublessor prior written notice thereof reasonably sufficient for Sublessor to have someone on Site to supervise such work, if they so choose.

King County Lease #: PSERN-11  
King County Site Name: Clearview

**EXHIBIT D**  
**(Prime Lease)**

**(attached hereto)**

Lease #: \_\_\_\_\_

Site Name: Clearview FD7

### COMMUNICATION SITE LEASE

THIS COMMUNICATIONS SITE LEASE (this "Lease") is made by and between the Fire District 7, a political subdivision of the State of Washington, hereinafter called "Lessor," and Snohomish County Emergency Radio System, a Washington interlocal non-profit Corporation ("SERS" or "Lessee").

#### RECITALS

1. SERS is developing and installing a trunked 800 Megahertz ("MHz") public safety and emergency radio system including the equipment and infrastructure necessary together with mobile computing infrastructure, a simulcast VHF alphanumeric paging system (collectively the "Radio System") and related radio and electronic systems.
2. SERS, in providing public safety and emergency communications through the Radio System, needs to locate communications equipment and facilities at various locations to insure the required coverage for communications is achieved.
3. Lessor has certain real property that SERS has determined would be beneficial for its public safety communications coverage requirements.
4. SERS and Lessor have determined that SERS use of Lessor's property is acceptable under the terms and conditions of this Lease.

#### AGREEMENT

In consideration of the mutual covenants contained in this Lease, the parties agree as follows:

1. **Premises:** Lessor agrees to lease to SERS and SERS agrees to lease from Lessor, upon the terms and conditions set forth herein, Premises located in Snohomish County, Washington, comprising, as of the commencement date of this Lease, the area as shown on the Area Map and Site Plans, attached to this Lease, along with the legal description, as Exhibit A, for the placement of certain communications equipment and structures (the "Site" or the "Premises"); the equipment and structures are described and specified in Exhibit B (the "Equipment and Structures List") attached hereto.

2. **Term:** The initial Lease Term shall be for Fifteen (15) years and shall commence on January 1st, 2003 and shall end on December 31st, 2018, unless terminated sooner as provided herein and in the General Terms and Conditions, (attached to this Lease as Exhibit C). SERS reserves the right to exercise an option to extend this lease for Four (4) additional Five (5) year periods, by providing written notice of its intention to exercise each such option Six (6) months prior to the expiration of the then, current term. Lessor may request adjustment in the Lease terms and conditions when such adjustment is necessitated by SERS exercising its option to extend the Term of the Lease.

3. **Rent, Additional Rent, Offset and Leasehold Excise Tax :**

- A. Upon commencement of this Lease, SERS shall pay to Lessor a rent of TEN DOLLARS (\$10.00) per year for SERS's Use of the Premises.
- B. SERS, as additional consideration for this Lease, shall perform certain improvements to the Site, which will have benefit to Lessor and allow for the co-location of additional users upon the SERS facility as follows:
1. Provide space for four cellular antennas
  2. Remove the existing tower
  3. Move the existing fuel tanks and establish a fueling facility at the same location as the existing tower
  4. Install a new antenna and cable as a part of relocating the Fire District 7 VHF base station to the new tower and building
- C. All rents for such co-locations, less a reasonable share of facility maintenance and utility costs, shall be paid to Lessor.
- D. No offset, reduction or credit toward rent shall be allowed unless approved in advance and in writing by Lessor.
- E. SERS, as an interlocal non-profit corporation comprised of municipalities is exempt from the requirement to pay leasehold excise tax. In the event this exemption is determined to be inapplicable or leasehold excise tax becomes due and owing for other reasons, SERS shall pay the same and indemnify Lessor from any liability arising therefrom.
- F. All rent or additional rent owing except that additional rent and consideration as described in paragraph 3 (b) above which consideration shall be due and owing and accomplished within 90 days of execution of this lease, and all taxes, should they be determined to be applicable, shall be payable in advance and is to be received in the office of the:

Fire District 7  
Attn: Chief Rick Eastman

8010 180<sup>th</sup> Street SE  
Snohomish, WA 98296

All rent or additional rent owing and all taxes shall be payable in advance, without prior notice or demand, on the first (1<sup>st</sup>) day of each year of the Lease Term. If this Lease is terminated at a time other than the last day of the month, rent or additional rent shall not be prorated as of the date of termination. Said rent or additional rent shall be exclusive of any other sale, franchise, business or occupation or other tax based on rents. Should any other such tax or any fee apply during the life of this Lease, the payment due by SERS shall be increased by such amount.

4. **Use of Premises:**

A. Lessee shall use said Premises for the installation, operation, maintenance, repair and/or disconnection of Radio System communications equipment, including an antenna system, and other supporting equipment and structures (the "Communications Facilities"), as identified on the Equipment and Structures List, attached to this Lease as Exhibit B, together with the right of ingress to and egress from the Site for the foregoing purposes, consistent with the Site Standards, Conditions and Interference Mitigation Requirements (attached to this Lease as Exhibit D). Lessee shall not use the Site for any other purpose without the prior written consent of Lessor.

B. Lessor gives to SERS the right to use any common areas designated by Lessor, provided that SERS, at all times, conforms to the Site Standards, Conditions and Interference Mitigation Requirements, attached to this Lease as Exhibit D, pertaining to such common areas. Lessor shall retain exclusive control and management of all common areas.

C. Subject to co-location radio interference requirements that may apply to Lessor, at all times, SERS shall exercise its rights under this Lease so as not to interfere with, disrupt, obstruct or endanger the Lessor's existing or future operations or facilities at the Site.

D. Lessor reserves the right to use the Premises for itself provided that such use does not interfere with the rights granted to Lessee in this Lease.

5. **General Terms and Conditions:** Attached hereto as Exhibit C and incorporated herein by reference are the General Terms and Conditions. The General Terms and Conditions shall constitute terms of this Lease in addition to those stated herein. In the event of a conflict or inconsistency between the terms of this Lease herein and the General Terms and Conditions, the terms of this Lease, as included herein, shall control.

6. **Entire Agreement - Amendments:** This Lease, together with the attached General Terms and Conditions and any and all exhibits attached hereto, shall constitute the whole agreement between the parties. There are no terms, obligations, covenants or conditions other than those contained herein. No modification or amendment of this Lease shall be valid or effective unless evidenced by an agreement in writing signed by both parties.

7. **Notices:** Required notices, except legal notices, shall be given in writing to the following respective addresses, effective as of the post-mark time and date, or to such other place as may hereafter be designated by either party in writing:

If to LESSOR, to:

Fire District 7  
Attn: Chief Rick Eastman  
8010 180<sup>th</sup> Street SE  
Snohomish, WA 98296

If to SERS, to:

Snohomish County Emergency Radio System  
Attn: SERS Manager  
1121 SE Everett Mall Way, Suite 210  
Everett, WA 98208

8. **Compliance with all Laws and Regulations:** SERS's use of the Premises shall be contingent upon its obtaining all certificates, permits, zoning and other approvals which may be required by any federal, state or local authority. SERS shall erect, install, maintain and operate its Antenna Facilities in compliance with Site Standards, Conditions and Interference Mitigation Requirements, permits and approvals, laws and regulations, now in effect or which may become effective hereafter by any federal, state or local authority including, but not limited to, all laws and regulations relating to non-ionizing electromagnetic radiation (NIER), radio frequency emissions, other radiation, health and safety in connection with the use of the Antenna Facilities and Premises.

9. **Exhibits:** The following exhibits are attached hereto and incorporated herein by reference:


- A. Legal Description, Area Map and Site Plans;
- B. Equipment and Structures List;
- C. General Terms and Conditions;
- D. Site Standards, Conditions and Interference Mitigation Requirements; and
- E. Fire District 7 Reserved Space
- F. List of Improvements to Remain at Termination of Lease

10. **Severability:** The unenforceability, invalidity or illegality of any provision of this Lease shall not render the other provisions unenforceable, invalid or void, and such other provisions shall continue in full force and effect.

IN WITNESS WHEREOF, the Lessor and Lessee have executed this lease on the dates specified below.

**SERS:**  
Snohomish County Emergency  
Radio System

**LESSOR:**  
Fire District 7

By:   
SERS President

Date: 12-13-02


By:   
Fire Commission Chairman

Date: 12/23/02

APPROVED AS TO FORM ONLY:

By:   
SERS Attorney

Date: 12/13/02

By:   
Fire-District 7 Attorney

Date: 1-21-03

STATE OF WASHINGTON )  
 ) ss  
COUNTY OF SNOHOMISH )

I certify that ROY WAUGH signed this instrument, on oath stated that s/he was authorized as CHAIRMAN to execute the instrument and acknowledged it on behalf of the Fire District 7, to be the free and voluntary act of said municipal corporation for the uses and purposes mentioned in the instrument.

Date: 12/23/02



Deborah W. Hart

NOTARY PUBLIC

DEBORAH W. HART

(printed name)

in and for the State of Washington residing at

MUN ROE. My appointment expires 12/16/06.

STATE OF WASHINGTON )  
 ) ss  
COUNTY OF SNOHOMISH )

I certify that Gary Haakenson signed this instrument, on oath stated that s/he was authorized by the Governing Board of the Snohomish County Emergency Radio System, as its Governing Board President, to execute the instrument and acknowledged it as to be the free and voluntary act of said interlocal non-profit corporation for the uses and purposes mentioned in the instrument.

Date: 12-13-02



Sandra S. Chase

NOTARY PUBLIC

SANDRA S. CHASE

(printed name)

in and for the State of Washington residing at

EDMONDS, My appointment expires 11-9-05.



**EXHIBIT A****A-1: LEGAL DESCRIPTION**

The proposed facility is located at 8010 180<sup>th</sup> Street SE, Snohomish, WA. The legal description for the overall Fire District 7 property is as follows:

*TAX PARCEL #: 27051400106200*

*THAT PORTION OF THE NORTHEAST QUARTER OF SECTION 14, TOWNSHIP 27 NORTH, RANGE 5 EAST W.M., SNOHOMISH COUNTY, WASHINGTON DESCRIBED AS FOLLOWS:*

*BEGINNING AT A POINT ON THE SOUTHERLY MARGIN OF 180<sup>TH</sup> STREET S.E. AS IT EXISTS 30.00 FEET SOUTH OF THE CENTER LINE, SAID POINT BEING THE NORTHEAST CORNER OF A PORTION OF LAND DESCRIBED AND SHOWN ON THE SURVEY RECORDED IN VOLUME 8 OF SURVEYS, PAGE 205, UNDER AUDITORS FILE NO. 7811160164, RECORDS OF SAID COUNTY; THENCE S 00 DEGREES 19 MINUTES 09 SECONDS E ALONG THE EAST LINE OF SAID SURVEY 10.00 FEET TO THE SOUTH MARGIN OF SAID 180<sup>TH</sup> STREET S.E. AS DEDICATED TO SNOHOMISH COUNTY BY INSTRUMENT RECORDED UNDER AUDITOR'S FILE NO. 8109240114, RECORDS OF SAID COUNTY AND THE TRUE POINT OF BEGINNING: THENCE S 00 DEGREES, 19 MINUTES, 09 SECONDS E ALONG THE EAST LINE OF SAID SURVEY 190.00 FEET TO THE SOUTHEAST CORNER OF SAID SURVEY; THENCE N 89 DEGREES, 29 MINUTES, 09 SECONDS W ALONG THE SOUTH LINE OF SAID SURVEY 70.00 FEET; THENCE S 00 DEGREES, 19 MINUTES, 09 SECONDS E 213.56 FEET TO THE SOUTH LINE OF A TRACT OF LAND DESCRIBED AS PARCEL "A" IN INSTRUMENT RECORDED UNDER AUDITOR'S FILE NO. 2155090; THENCE S 89 DEGREES, 29 MINUTES, 09 SECONDS E ALONG SAID LINE 324.88 FEET TO THE SOUTHEAST CORNER OF SAID PARCEL "A", AND A POINT ON THE WEST LINE OF THE LAND DESCRIBED IN INSTRUMENT RECORDED UNDER AUDITOR'S FILE NO. 1966698: THENCE N 0 DEGREES, 30 MINUTES, 51 SECONDS E ALONG SAID WEST LINE 213.53 FEET TO THE NORTHEAST CORNER OF A TRACT OF LAND DESCRIBED AS PARCEL "B" IN SAID INSTRUMENT RECORDED UNDER AUDITOR'S FILE NO. 2155090; THENCE N 89 DEGREES, 29 MINUTES, 09 SECONDS W ALONG THE NORTH LINE OF SAID PARCEL "B" 177.18 FEET TO THE SOUTHEAST CORNER OF A PARCEL OF LAND DESCRIBED IN INSTRUMENT RECORDED UNDER AUDITOR'S FILE NO. 1000675; THENCE N 0 DEGREES, 19 MINUTES, 09 SECONDS W ALONG THE EAST LINE OF SAID PARCEL 190.00 FEET TO SAID SOUTHERLY MARGIN OF 180<sup>TH</sup> STREET S.E., AS DEDICATED TO SNOHOMISH COUNTY BY INSTRUMENT RECORDED UNDER SAID AUDITOR'S FILE NO. 8109240114; THENCE N 89 DEGREES, 29 MINUTES, 09 SECONDS W ALONG SAID MARGIN 80.81 FEET TO THE TRUE POINT OF BEGINNING.*

*CONTAINING 85,055 SQUARE FEET OR 1.953 ACRES, MORE OR LESS.*

The description of the SERS lease area is as follows:

The attached sheets L1 and L2 describe the SERS lease area. The SERS lease area is an irregular shaped lot approximately 73' 4" in width along its north edge. The starting point of the northeast corner of the lease area is approximately 55' 3" from the northeast corner of the property as described above. The west edge of the lease area runs south at a right angle to the north side of the lease area for approximately 18' 3", then tapers to the southeast for a distance of approximately 70' 5". The south boundary is approximately 19' 9" in width and the lease area boundary again tapers in a northeasterly direction running approximately 35' 7" until it turns and forms a right angle to the north lease area boundary and runs approximately 48' to the northeast corner of the lease area.

#### **A-2: AREA MAPS AND SITE PLANS**

The attached sheets labeled S1, S3, S4, L1 and L2 are included to provide graphic illustration the lease area and site design.

**EXHIBIT B**

**EQUIPMENT AND STRUCTURES LIST**

Lessee will install a pre-fabricated concrete building and 180' free-standing tower. A generator and fuel tank will be added to provide emergency power in the event of a loss of commercial power. Drawings S1, S3 and S4 provide a plan and elevation drawing that illustrate the site plan with external improvements noted.

**EXHIBIT C**  
**GENERAL TERMS AND CONDITIONS**

Lease #: \_\_\_\_\_

Site Name: Clearview FD7

**EXHIBIT C**

**GENERAL TERMS AND CONDITIONS**

1. **License, Fees and Taxes:** Lessee shall pay, as they become due and payable, all applicable taxes and all fees, charges and expenses for licenses and/or permits required for or occasioned by Lessee's use of the Premises.

2. **Late Payments:**

A. **Late Charges.** If any rent or additional rent is not received by Lessor from Lessee by the tenth (10<sup>th</sup>) day of the month, Lessee shall immediately pay Lessor a late charge equal to five percent (5%) of the amount of such rent. Should Lessee pay the late charge but fail to pay contemporaneously there with all unpaid amounts of rent or additional rent, Lessor's acceptance of this late charge shall not constitute a waiver of Lessee's default with respect to Lessor's nonpayment nor prevent Lessor from exercising all other rights and remedies available to Lessor under this Lease or under law.

B. **Interest.** In addition to all other charges, Lessee shall pay to Lessor interest at a rate of one percent (1%) per month or the maximum legal rate of interest, whichever is less, on any delinquent rent or additional rent not received by Lessor by the tenth (10<sup>th</sup>) day of the month that it is due.

3. **Lease Improvements:**

A. **Rights and Ownership.** Lessee shall have the right to install, maintain, repair and/or disconnect the Communication Facilities owned or controlled by it on the Premises, at its expense and in accordance with good engineering practices, all applicable laws and rules and the terms of this Lease. Lessee is not permitted to remove, modify, or disconnect any non-owned equipment, or any portion of the installed tower, building and power systems that support Lessor's VHF communications needs, nor any antennas or equipment owned by others than SERS which support the communications needs of third parties located at the facility. The Communication Facilities shall remain the property of Lessee during the term of the Lease and any extension or hold-over, and Lessee may remove or install all or a portion of the installed communications equipment comprising the SERS radio or microwave system from time to time without Lessor's consent. Upon final termination of the Lease, any Communication Facilities remaining on the Premises shall become the property of the Lessor without compensation to Lessee. Lessor retains the right to require removal of the Communication Facilities pursuant to Section 19 (Surrender of Premises) of these General Terms and Conditions.

B. Plans and Drawings. Lessee's installation of all Communication Facilities shall be done according to plans approved by the Lessor. However, Lessor's approval of such plans shall not constitute a warranty of such plans or the assumption of any liability for such plans by Lessor. Within ninety (90) days after the commencement of this Lease and following construction of the proposed facilities, Lessee shall provide Lessor as-built drawings of the Communication Facilities, which show the actual location of all structures and improvements consistent with the plans approved by Lessor. Such drawings shall be accompanied by a complete and detailed inventory of all structures, equipment, personal property and Communication Facilities.

C. Repair of Damage. Any damage done to the Premises or other of Lessor's property or to other tenants' premises, equipment or property during installation, operation, maintenance, repair and/or disconnection of Lessee's Communication Facilities shall be repaired or replaced within thirty (30) days at Lessee's expense and to Lessor's sole satisfaction.

D. Governmental and Non-Commercial Co-location. Lessee shall design, construct and locate its Communication Facilities to reasonably allow for co-location of antenna facilities of other Governmental, Emergency Response and other Non-Commercial entities acceptable to the parties ("Governmental and Non-commercial entities") who are or may become tenants on the Premises. Lessee shall reasonably cooperate with each new tenant in connection with its locating and placing antenna facilities on the tower or other property and in the radio equipment building or other ancillary support facility and all co-locating entities will be required to enter into a License Agreement with SERS for site access. Lessee shall be entitled to a Siting Fee to be paid by co-locating users other than Fire District 7. The Siting Fee shall be determined by Lessee to reimburse Lessee for a portion of its capital costs for its Communication Facilities on which the co-locating user will be installing its equipment. Lessee shall consult with the Lessor when access is requested by a co-locator to determine if such co-location is acceptable to both parties and if rent shall be charged of the co-locator. In the event that Lessee and Lessor agree that rent shall be paid, Lessor shall determine the appropriate monthly rent to charge the co-locating user and shall be entitled to all such monthly rent. Lessee shall provide access based on an identifiable public benefit resulting from co-location within the Lessee's Communications Facility. Co-locators will share the cost of utilities such as electrical power, tower lighting, and tower and compound maintenance. Access to SERS facilities on the Premises will be approved by and controlled by SERS; provided that SERS will not unreasonably withhold approval of a co-locator which Lessor requests to be allowed to site within Lessee's Communications Facility. Lessee will function as the technical manager for the communications facility. In recognition of the critical nature of the SERS installation, all Co-locators shall meet the same standards established for the Lessee in Exhibit D, and SERS will have responsibility for acting as the site technical manager. Co-locators will be required to provide engineering analysis for both structural and radio frequency (RF) effects caused by co-located equipment and facilities. Fire District 7 is exempt from any engineering costs related to the installation of its existing VHF equipment in the facility. Reserved facility space will be provided to Fire District 7 for present or future communications needs at no cost. This reserved space is defined in Exhibit E, Fire District 7 Reserved Space.

E. Commercial Communications Service Provider Co-location. Lessee shall design, construct and locate its Communication Facilities to reasonably allow for co-location of antenna facilities of other Commercial Communications Service Providers who are or may become tenants on the Premises. The tower as designed includes the capability of providing for the co-location of

four paging and two cellular carrier or an equivalent number of additional antennas. Lessee shall reasonably cooperate with each new tenant in connection with its locating and placing antenna facilities on the tower, or other property and in the radio equipment building or other ancillary support facility and all co-locating entities will be required to enter into a License Agreement with SERS for site access. Lessee shall be entitled to a Siting Fee to be paid by any approved co-locating user. The Siting Fee shall be determined by Lessee to reimburse Lessee for a portion of its capital costs for its Communication Facilities on which the co-locating user will be installing its equipment. The Siting Fee may be waived by the SERS Board. Lessor shall determine the appropriate monthly rent to charge the co-locating user and shall be entitled to all such monthly rent. Co-locators will share the cost of utilities such as electrical power, tower lighting, and tower and compound maintenance. Access to SERS facilities on the Premises will be controlled by SERS. Lessee will function as the technical manager for the communications facility. In recognition of the critical nature of the SERS installation, all Co-locators shall meet the same standards established for the Lessee in Exhibit D, and SERS will have responsibility for acting as the site technical manager. Co-locators will be required to provide engineering analysis for both structural and radio frequency (RF) effects caused by co-located equipment and facilities.

F. Replacement Facilities. Lessee may update or replace the Communication Facilities from time to time with the prior written approval of Lessor, provided that the replacement facilities are not greater in number or size than the existing facilities, is consistent with an update or replacement of a component of the System, and that any change in their location is approved in advance and in writing by Lessor. Lessor's approval of such updated or replaced Communication Facilities, however, shall not constitute a warranty of such Communication Facilities or the assumption of any liability for such Communication Facilities by Lessor. Lessee shall submit to Lessor a detailed proposal for any such replacement facilities and any supplemental materials as may be requested for Lessor's evaluation and approval.

4. Utilities: Lessee shall pay or cause to be paid, when due, all costs, expenses, fees, services and charges of all kinds for its own heat, light, water, gas, sewer, power, emergency power, telephone or other utilities or services used, rendered or supplied to the Premises during the term of this Lease or any extension or hold-over so that the same shall not become a lien against the Premises. Meters or submeters are required by Lessor to be installed at the sole cost and expense of Lessee. Any installation and/or improvement of utilities including, but not limited to, utility connections, any form of emergency or alternate power system and/or any route of such utilities installation to service the Premises shall be approved, in advance and in writing, by Lessor, and any such utility improvements and/or connections shall be completed at the sole cost and expense of Lessee. If an approved emergency power generator or alternate power system is installed on the Premises by Lessee, it shall conform to all fire prevention regulations of the fire department and any other governmental agency with jurisdiction. Lessor shall not be liable for any interruption of utility services or failure of emergency power or any damages or other losses resulting from such interruption or failure.

5. Signs: No advertising, including political signage, shall be permitted on the Premises except as required by law or regulation. Any signage shall be subject to the approval of Lessor; which such approval shall not be unreasonably withheld. Lessee may post its name, address and an emergency telephone number on a painted sign, provided the design, size and location is approved in writing and in advance by Lessor.

6. **Maintenance:**

A. **Duties.** Lessee shall, at its own expense, maintain the Premises and all Communication Facilities in good working order, condition and repair and in accordance with accepted industry standards of structures, technology and equipment. Lessee shall keep the Premises free of graffiti, debris and anything of a dangerous or toxic nature or which would create an unsafe or unsanitary condition or undue vibration, heat, noise or interference. To the extent there are co-located antenna facilities and other lessees using the Premises, the general maintenance and repair expenses shall be pro-rated between the lessees. A lessee shall be solely responsible for repairs necessitated by only that lessee.

B. **Failure to Maintain.** If, after thirty (30) days' written notice from Lessor, Lessee fails to perform its responsibility to maintain or repair any part of the Premises or Communication Facilities, Lessor may, but shall not be obligated to, enter upon the Premises and perform such maintenance or repair, and Lessee agrees to pay the costs thereof to Lessor upon receipt of a written demand. Any unpaid sums under this paragraph shall be payable no later than ten (10) days following written demand.

7. **Radio Frequency Interference:**

A. **General Duty.** Lessee's installation, operation, maintenance, repair and/or disconnection of its Communication Facilities shall be in accordance with the Site Standards and Conditions, attached to this Lease as Exhibit D, and shall not damage or interfere in any way, with Lessor's use of its property or related repair and maintenance or such activities of other tenants.

B. **Interference by Lessee.** Any interference caused by Lessee or by other tenants or communication providers affecting Lessee shall not result in liability to Lessor. Leases existing at the time of execution of this agreement shall be protected from harmful interference created by Lessee.

C. **Interference with Lessee.** Subject to Paragraphs A and B of this Section 7, Lessee shall provide Lessor with written notice if unreasonable interference with the quality of the communications service rendered by Lessee occurs. If such interference is not cured or mitigated by the offending third-party communication provider(s) at no expense to the Lessee or Lessor within six (6) hours of receipt of such notice, Lessor shall make reasonable efforts to cause such other provider(s) to immediately cease use of its facilities, or portion thereof, causing such interference until such time as the interference is cured. Should such interference present an immediate threat to the safety of users of the Lessees communications facility, Lessee may immediately take such action as is required to remedy such interference. Lessee shall have standing and Lessor consents to Lessee initiating legal action, if necessary, to enforce Lessee's rights for non-interference from subsequent co-locators.

D. **Lessor's Reservation of Rights.** Lessor, at all times during this Lease, reserves the right to take any action it deems necessary, in its sole discretion, to repair, maintain, alter or improve its property.



## 8. Assignment or Sublease:

A. General Prohibition - Consent Required. Lessee shall not assign or transfer this Lease or any interest or rights therein, nor delegate its duties under this Lease, nor sublease the whole or any part of the Premises, nor grant an option for assignment, delegation, transfer or sublease for the whole or any part of the Premises, nor shall this Lease or any interest thereunder be assignable, delegable or transferable by operation of law, or by any process or proceeding of any court or otherwise without obtaining the prior written consent of Lessor, which consent shall not be unreasonably withheld; provided, however, Lessor's consent may be withheld in Lessor's sole discretion for any assignment rights set forth in this section that are not directly related to the System as set forth herein. If Lessor gives its consent to any assignment, delegation, sublease or other transfer, this paragraph shall nevertheless continue in full force and effect, and no further assignment, delegation, sublease or other transfer shall be made without Lessor's consent.

B. Notice by Lessee - Production of Records. If Lessee desires to assign, delegate, sublease or transfer, or grant an option for assignment, delegation, sublease or transfer for, the whole or part of the Premises, or any portion of this Lease or any interest therein, Lessee shall notify Lessor in writing of said desire to assign, delegate, sublease, transfer or to grant an option and the details of the proposed agreement at least ninety (90) days prior to the proposed date of assignment, delegation, sublease, transfer or grant to a third party. The notification shall include, but not be limited to, the proposed date of the assignment, delegation, sublease, transfer or grant, a description of the expected terms of the assignment, delegation or sublease or other transfer or grant and a full disclosure of any and all payments and any and all other consideration of any kind to be received by Lessee. Upon request by Lessor, Lessee shall provide:

- i. a financial statement of the proposed assignee, delegatee, sublessee, transferee or grantee;
- ii. a copy of the assignment, delegation, sublease or other transfer or grant document;
- iii. an affidavit from the proposed assignee, delegatee, sublessee, transferee or grantee stating it has examined this Lease, has had the opportunity to consult with legal counsel regarding the terms of the Lease and understands all such terms and conditions, agrees to assume and be bound by all of the Lessee's obligations and covenants under this Lease as if it were the original Lessee hereunder; and
- iv. any other documents or information requested by Lessor related to the assignment, delegation, sublease or other transfer or grant.

C. Approval by Lessor -- Fees. Lessor shall review the request and respond with either an approval or disapproval of the request not later than ten (10) days prior to the proposed date of assignment, delegation, sublease, transfer or grant. Disapproval of any such request shall be final and binding on the Lessee and not subject to arbitration. Lessor shall charge to Lessee a reasonable fee for administrative costs for the review and processing of any assignment, delegation, sublease or other transfer or grant.

D. Included Property. "Included Property" shall mean the leasehold improvements added by the Lessee and any non-removable fixtures purchased by the Lessee attached thereto that are transferred to the assignee or sublessee as part of the assignment, sublease or other transfer. The value of the included property shall be documented by appropriate appraisals, financial statements or other business records prepared by an independent and qualified source.

9. Condition of Premises: Lessor represents and warrants that, to the Lessor's knowledge, the Premise and site, prior to Lessee's access to and construction on, are free from any hazardous materials, as that term is defined herein.

10. Indemnity and Hold Harmless:

A. Lessee's Obligations. Pertaining to the Premises, Lessee's Use of Premises, this leasehold interest and the Communication Facilities, Lessee shall indemnify and hold harmless the Lessor, its officers, officials, employees and volunteers from and against any and all claims, suits, actions, or liabilities for injury or death of any person, or for loss or damage to property, which arises out of Lessee's use of Premises, or from the conduct of Lessee's operations in or about the Premises, except only such injury or damage as shall have been occasioned by the sole negligence of the Lessor. The Lessee's obligations under this Section 11 shall include, but are not limited to:

i. Defense and indemnification from such claims, whether or not they arise from Lessee's sole negligence, the concurrent negligence of both parties or the negligence or intentional acts of one or more third parties;

ii. Defense and indemnification from any claim arising from Lessor's authorization or approval of this Lease or the existence or operation of the Communication Facilities or Lessee's Use of Premises or any emissions therefrom, except to the extent that said claim arises from the installation and operation of equipment placed on the Premises by Lessor;

iii. The duty to promptly accept tender of defense and provide defense to Lessor at Lessee's own expense;

iv. Defense and indemnification from claims made by Lessee's own employees or agents; and

v. Waiver of Lessee's immunity, as respects the Lessor only, under the Industrial Insurance Provisions of RCW Title 51, but only for the sole purpose and only to the extent necessary to indemnify Lessor, which waiver has been mutually negotiated by the parties.

B. Attorney's Fees and Expenses. In the event it is necessary for Lessor to incur attorneys' fees, legal expenses or other costs to enforce the provisions of this Lease, all such fees, expenses and costs shall be recoverable from the Lessee.

C. Statutory Limitations. In the event it is determined that RCW 4.24.115 applies to this Lease, Lessee agrees to defend, hold harmless and indemnify Lessor to the maximum extent

permitted thereunder. In such event, Lessee agrees to defend, indemnify and hold harmless Lessor for claims by Lessee's employees and agrees to waiver of its immunity under RCW Title 51 for the purpose of indemnity only, which waiver has been mutually negotiated by the parties.

D. Construction Defects. Lessor shall not be liable to Lessee for claims or damages arising from any latent defect in the construction or in the present condition of the Premises or Lessor's property, or for damage by storm, rain or leakage or any other natural occurrence.

#### 11. Insurance:

A. The Lessee shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the Lessee's operation and use of the leased Premises.

B. Lessee shall, as a minimum, obtain insurance of the types described below:

1. Commercial General Liability insurance shall be written on Insurance Services Office (ISO) occurrence form CG 00 01 and shall cover premises and contractual liability. Lessee shall provide Lessor with an Evidence of Coverage Letter which documents the required insurance coverages.

2. Property insurance shall be written on an all risk basis.

C. Lessee shall maintain at least the following insurance limits:

1. Commercial General Liability insurance shall be written with limits no less than \$3,000,000 each occurrence, \$5,000,000 general aggregate.

2. Property insurance shall be written covering the full value of Lessee's property and improvements with no coinsurance provisions.

D. The insurance policies are to contain, or be endorsed to contain, the following provisions for Commercial General Liability insurance:

1. The Lessee's insurance coverage shall be primary insurance as respect Lessee. Any Insurance, self-insurance, or insurance pool coverage maintained by the Lessee shall be excess of the Lessee's insurance and shall not contribute with it.

2. The Lessee's insurance shall be endorsed to state that coverage shall not be cancelled by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the Lessee.

E. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.

F. Verification of Coverage. Lessee shall furnish the District with original certificates and a copy of the amendatory endorsements, evidencing the insurance requirements of the Lessee.

G. Waiver of Subrogation. Lessee and Lessor hereby release and discharge each other from all claims, losses and liabilities arising from or caused by any hazard covered by property insurance on or in connection with the premises or said building. This release shall

apply only to the extent that such claim, loss or liability is covered by insurance.

H. Lessor's Property Insurance. Lessor shall purchase and maintain during the term of the lease all-risk property insurance covering the Building for their full replacement value without any coinsurance provisions.

I. Deductibles and Self-insured Retentions. Any deductibles or self-insured retentions shall be declared to the Lessor.

J. Change in Coverage. Coverage shall not be suspended, voided, canceled, reduced in coverage or in limits, until after thirty (30) days' prior written notice has been given to Lessor.

**12. Hazardous Materials and Environmental Compliance:**

A. Definitions. "Hazardous Materials" as used in this Lease shall mean:

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. 70.105); or

b. 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 as now existing or hereafter amended (42 U.S.C. Sec. 9601 et seq.); or

b. Washington Model Toxics Control Act as now existing or hereafter amended (RCW Ch. 70.105D); or

iv. Any pollutants, contaminants or substances posing a danger or threat to public health, safety or welfare or to the environment, which are regulated or controlled as such by any applicable federal, state or local laws or regulations as now existing or hereafter amended.

B. Environmental Compliance.

i. In its use and occupancy of the Premises, the Lessee shall, at the Lessee's own expense, comply with all federal, state and local laws and regulations now or hereafter in effect related to Hazardous Materials and the environment which are applicable to the Premises, Lessee's business or any activity or condition on or about the Premises ("the Environmental Laws"). The Lessee warrants that its business and all its activities to be conducted or performed in, on or about the Premises shall comply with all of the Environmental Laws. The lessee agrees to change, reduce

or stop any non-complying activity or install necessary equipment, safety devices, pollution control systems or other installations as may be necessary at any time during the term of this Lease to comply with the Environmental Laws.

ii. The Lessee shall not, without first obtaining the Lessor's prior written approval, use, generate, release, handle, spill, store, treat, deposit, transport, sell or dispose of any Hazardous Materials in, on or about the Premises. In the event, and only in the event, that the Lessor approves any of the foregoing, the Lessee agrees that such activity shall occur safely and in compliance with the Environmental Laws.

iii. The Lessee shall not cause or permit to occur any violation of the Environmental Laws on, under or about the Premises, or arising from the Lessee's use or occupancy of the Premises.

iv. The Lessee shall, in a timely manner and at the Lessee's own expense, make all submissions to, provide all information required by and comply with all requirements of all governmental or regulatory authorities ("the Authorities" or "Authority") with jurisdiction under the Environmental Laws. If the Lessee fails to fulfill any duty imposed under this Section 13 within a reasonable time, the Lessor may do so; and in such case, the Lessee shall cooperate with the Lessor in order to prepare all documents the Lessor deems necessary or appropriate to determine the applicability of the Environmental Laws to the Premises and the Lessee's use or occupancy thereof, and for compliance with the Environmental Laws, and the Lessee shall execute all documents promptly upon the Lessor's request. No such action by the Lessor and no attempt made by the Lessor to mitigate damages shall constitute a waiver of any of the Lessee's obligations under this Section 13.

v. Should any Authority demand that a cleanup or remediation plan be prepared and that a cleanup or remediation be undertaken because of any deposit, spill, discharge or other release of Hazardous Materials which occurs during the term of this Lease at or from the Premises, or which arises at any time from the Lessee's use or occupancy of the Premises, then the Lessee shall, in a timely manner and at the Lessee's own expense, prepare and submit the required plans and all related bonds and other financial assurances; and the Lessee shall carry out all such cleanup or remediation plans. Any such cleanup or remediation plans are subject to the Lessor's prior written approval. Although the Lessor reserves the right to review and approve such cleanup or remediation plans, the Lessor assumes no responsibility for such plans or their compliance with the Environmental Laws.

#### C. Indemnification.

i. The Lessee shall be fully and completely liable to the Lessor for any and all cleanup and/or remediation costs and expenses and any and all other charges, expenses, fees, penalties (civil and criminal) imposed by any Authority arising out of the Lessee's use, disposal, transportation, generation, release, handling, spillage, storage, treatment, deposit and/or sale of Hazardous Materials on or about the Premises. The Lessee shall indemnify, defend and save the Lessor harmless from any and all of the costs, expenses, fees, penalties and charges assessed against or imposed upon the Lessor (as well as the Lessor's reasonable attorney's fees, costs and expenses) by

any Authority as a result of the Lessee's use, disposal, transportation, generation, release, handling, spillage, storage, treatment, deposit and/or sale of Hazardous Materials or as a result of the Lessee's failure to provide all information, make all submissions and/or take all steps required by all Authorities under the Environmental Laws.

ii. The Lessee shall indemnify and hold the Lessor harmless from any and all claims, liabilities, lawsuits, damages and expenses, including reasonable attorney's fees, for injuries to persons or death, property damage, loss or costs proximately caused by the use, disposal, transportation, generation, release, handling, spillage, storage, treatment, deposit and/or sale of Hazardous Materials by the Lessee or any of its agents, representatives or employees on or about the Premises.

D. Reporting Requirements. The Lessee shall comply with the Environmental Laws requiring the submission, reporting or filing of information concerning Hazardous Materials with the Authorities and shall provide to the Lessor a full copy of any such submission, filing or report as submitted within fifteen (15) days of such submission.

E. Right to Check on the Lessee's Environmental Compliance. The Lessor expressly reserves the right to conduct, and the Lessee shall fully cooperate in allowing, from time to time, such examinations, tests, inspections and reviews of the Premises as the Lessor, in its sole and absolute discretion, shall determine to be advisable in order to evaluate any potential environmental problems.

F. Remedies. In the event the Lessee fails to comply with any of the provisions of this Section 13, the Lessor shall be entitled to the following rights and remedies in addition to any other rights and remedies that may be available to the Lessor:

i. At the Lessor's option, to terminate this Lease if Lessee fails to cure the default upon reasonable notice under the circumstances; and/or

ii. At the Lessor's option, to perform such response, remediation and/or cleanup as is required to bring the Premises and any other property owned by Lessor affected by the Lessee's default into compliance with the Environmental Laws and to recover from the Lessee all of the Lessor's costs and expenses in connection therewith; and/or

iii. To recover from the Lessee any and all damages associated with the default including, but not limited to, response, remediation and cleanup costs, expenses and charges, civil and criminal penalties and fees, adverse impacts on marketing the Premises or any other property owned by Lessor, loss of business and sales by Lessor and other of Lessor's lessees, diminution of value of the Premises and/or other property owned by Lessor, the loss of or restriction of useful space in or on the Premises and/or other property owned by Lessor, and any and all damages and claims asserted by third parties and the Lessor's attorney's fees, costs and expenses.

G. Remediation on Termination of Lease.

i. Upon the expiration or earlier termination of this Lease, the Lessee shall remove, remediate or clean up any Hazardous Materials on, or emanating from, the Premises, and



the Lessee shall undertake whatever other action may be necessary to bring the Premises into full compliance with the Environmental Laws ("Termination Cleanup"). The process for such Termination Cleanup is subject to the Lessor's prior written approval. Although the Lessor reserves the right to review and approve the Termination Cleanup process, the Lessor assumes no responsibility for it or its compliance with the Environmental Laws.

ii. If the Lessee fails or refuses to commence the Termination Cleanup process, or fails to reasonably proceed toward completion of such process, the Lessor may elect to perform such Termination Cleanup after providing the Lessee with written notice of the Lessor's intent to commence Termination Cleanup and after providing the Lessee a reasonable opportunity, which shall not be less than ninety (90) days after such notice (unless the Lessor is given notice by a government or regulatory agency with jurisdiction over such matter that Termination Cleanup must commence within a shorter time), to commence or resume the Termination Cleanup process. If the Lessor performs such Termination Cleanup after said notice and the Lessee's failure to perform same, the Lessee shall pay all of the Lessor's costs and expenses.

H. Survival. The Lessee's obligations and liabilities under this Section 13 shall survive the expiration or earlier termination of this Lease.

13. Liens: Lessee acknowledges that Lessor may not, and shall not, be subject to claims or liens for labor or materials and shall keep the Premises and any other property of Lessor free of any liens for any providers of work, labor, material or services claiming by, through or under lessee. Lessee shall indemnify, defend and hold Lessor harmless from and against any such claims or liens, and Lessor's attorney's fees and costs incurred in connection therewith. If such a lien is filed, it shall be discharged of record by Lessee within ten (10) days after notice of filing by bonding, payment or other arrangement satisfactory to Lessor.

14. Non-Discrimination: Lessor and Lessee shall not discriminate on the basis of race, color, sex, religion, nationality, creed, age or the presence of any sensory, mental or physical disability in the employment or application for employment or in the administration or delivery of services or any other benefits associated with this Lease. These laws include, but are not limited to, Chapter 49.60 of the Revised Code of Washington and Titles VI and VII of the Civil Rights Act of 1964.

15. Condemnation:

A. Notice. Lessor and Lessee shall immediately notify the other in writing of the receipt of notice of any proceedings with respect to a condemnation action or intent of any authority to exercise the power of eminent domain.

B. Permanent Taking. If all or a portion of the Premises is taken by any lawful authority under or pursuant to the power of eminent domain during the term of this Lease or any extension or hold-over, Lessee may elect to terminate this Lease as of the date the condemnor takes possession. If Lessee does not elect to terminate this Lease, the rent shall be reduced in the same proportion that the value of the portion of the Premises to be taken bears to the value of the entire Premises as of the date condemnor takes possession. Lessee shall have no claim or interest in or to any award of just compensation except that the Lessee shall be entitled to an amount equal to the

fair market value of the Lessee's interest in any improvements made to the Premises by Lessee which are taken by the condemnor.

C. Temporary Taking. If temporary use of all or a portion of the Premises is taken by any lawful authority for a period which would reduce the use and, consequently, would cause the Premises to be untenable for the use by Lessee as set forth in this Lease, Lessee or Lessor may elect to terminate this Lease. Said termination shall occur as of the date the condemnor takes possession. If neither Lessee nor Lessor elects to terminate this Lease, Lessee shall be entitled to receive any award from the condemnor for the use of all or a portion of the Premises, except that Lessee may elect to have the rents reduced by the amount proportionally attributable to any partial temporary taking, in which event, Lessee shall not be entitled to any portion of the award attributable to said use.

D. Prohibition. It is understood and agreed that Lessee shall not be a party to any negotiation or proceedings wherein Lessor claims compensation other than which is defined statutorily as constituting "just compensation."

16. Quiet Enjoyment: Subject to the provisions of Section 7(A), Lessor warrants that Lessee shall have the quiet enjoyment of the Premises during the term of this Lease or any extension or hold-over thereof, without interference or disturbance, direct or indirect, by Lessor or any person having title paramount to Lessor's title or by any person claiming under Lessor, provided that Lessor reserves the right, without any duty to do so, to inspect the Premises at any and all reasonable times throughout the term of this Lease or any extension or hold-over to determine whether Lessee is in compliance with the terms and conditions of this Lease.

17. Early Termination: This Section 18 is in addition to any other provision of this Lease authorizing or otherwise relating to early termination of said Lease.

A. Government Approvals: This Lease is contingent upon Lessee obtaining all necessary governmental approvals, certificates, permits or licenses which Lessee deems necessary. In the event that any of Lessee's applications for said approvals, certificates, permits or licenses should be finally rejected or any approval, certificate, permit or license issued to Lessee canceled or otherwise withdrawn or terminated by a governmental authority so that Lessee will be unable to use the Premises for its intended purpose, Lessee shall have the right to terminate this Lease, upon thirty (30) days' prior written notice to Lessor.

B. Damage or Destruction: In the event that the Premises or Lessee's Communication Facilities or any portion thereof are substantially damaged or destroyed so as to hinder effective use of the Premises or Communication Facilities for Lessee's telecommunication purposes, Lessee may elect to terminate this Lease, upon thirty (30) days' written notice to Lessor.

C. Lessee's Insolvency: Lessor may terminate this Lease upon Lessee's insolvency if Lessee 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 Lessee.

D. Lessee's Breach:



i. Lessor may terminate this Lease upon thirty (30) days' prior written notice to Lessee if Lessee fails to pay rent or additional rent [including, but not limited to, Assignment and/or Sublease Premiums as set forth in Section 9 (Assignment or Sublease) of these General Terms and Conditions] by the tenth (10<sup>th</sup>) day of the month that it is due.

ii. Lessor may terminate this Lease if Lessee breaches or fails to perform or observe any of the terms and/or conditions of this Lease, other than payment of rent, and fails to cure such breach or default within thirty (30) days after written notice from Lessor or such longer period, up to sixty (60) days, as may be reasonably required, within Lessor's reasonable discretion, to diligently complete a cure commenced within that thirty (30) day period and being diligently and continuously pursued by Lessee.

E. **Termination Process:** Unless otherwise specified in this Lease, prior written notice of termination shall be delivered by certified mail, return receipt requested, and shall be effective upon receipt of such notice, as evidenced by the return receipt. Upon such termination, Lessee shall be entitled to the reimbursement of any rent prepaid by Lessee for any period after termination.

F. **Nonexclusive Remedy:** Termination under this Section 18 shall be in addition to and not in limitation of any other remedy of Lessor at law or in equity. Termination shall not release Lessee from any liability or obligation with respect to any matter occurring prior to such termination.

G. **Additional Grounds For Termination.** Notwithstanding any language herein, the Lessor shall be entitled to terminate this Lease: (1) Upon the Lessee's use of the Premises for a use other than the radio system facility as described in the Communications Site Lease; or, (2) Upon Lessee's non-use of the Premises for a period of 180 consecutive days after the conclusion of initial construction; provided, however, that any non-use due to damage or destruction to the Premises shall not be considered non-use for this purpose as long as Lessee is making diligent efforts to repair the Premises for continued use.

H. **No Relocation Assistance Required.** In the event that the Lessor has grounds to and terminates this Lease upon the terms and conditions set forth herein, Lessee shall not be entitled to any relocation assistance as provided in the Uniform Relocation and Real Property Acquisition Regulations.

18. **Surrender of Premises:**

A. **Duties.** At the end of the term of this Lease or any extension or hold-over thereof or other termination of this Lease, Lessee shall peaceably deliver up to Lessor possession of the Premises in the same condition as received, except for ordinary wear and tear. Upon Lessor's request, Lessee, at Lessee's expense, shall remove the Communication Facilities. Such removal shall be done in a workmanlike and careful manner and without interference or damage to any other equipment, structures or operations on the Premises or on Lessor's property. If, however, Lessor requests that improvements and structures remain in place, Lessee may remove all installed electronic equipment, and, Lessee is not permitted to remove, modify, or disconnect any non-owned equipment, or any portion of the installed tower, building and power systems that support Lessor's VHF communications needs, nor any antennas or equipment owned by others than SERS which

support the communications needs of third parties located at the facility, and, title to the affected improvements shall thereupon transfer to the Lessor, and the same shall be the sole and entire property of Lessor, and Lessee shall be relieved of its duty to otherwise maintain or remove the same.

B. Costs and Expenses. All costs and expenses for removal of the Communication Facilities and restoration of the Premises shall be borne by the Lessee, and Lessee shall hold Lessor harmless from any portion thereof.

19. Holding-Over: If Lessee holds over after the expiration of the term of this Lease or any extension thereof, Lessee shall become a tenant from month-to-month upon the terms of this Lease, as applicable. Acceptance by Lessor of rent after such expiration or early termination shall not result in a renewal of this Lease nor affect Lessor's right of re-entry or any rights of Lessor herein or as otherwise provided by law or equity. If Lessee fails to surrender the Premises upon the expiration of this Lease despite demand to do so by Lessor, Lessee shall pay two (2) times the rent herein, but in no event shall it be less than two (2) times the Lessee's then current market rate, specified (prorated on a monthly basis), interest, attorney's fees and costs and shall indemnify and hold Lessor harmless from all loss or liability including, but not limited to, any claim made by any succeeding Lessee founded on or resulting from such failure to surrender.

20. Agents, Successors and Assigns: All of the agreements, conditions and provisions of this Lease shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors, agents and assigns of Lessor and Lessee.

21. No Presumption Against Drafter: Lessor and Lessee understand, agree and acknowledge that this Lease has been freely negotiated by both parties and that, in the event of any controversy, dispute or contest over the meaning, interpretation, validity or enforceability of this Lease or any of its terms or conditions, there shall be no inference, presumption or conclusion drawn whatsoever against either party by virtue of that party having drafted this Lease or any portion thereof.

22. Non-waiver: The failure of either the Lessor or Lessee to insist upon strict performance of any of the terms of this Lease shall not be construed as a waiver thereof. Waiver of a particular breach or default shall not be deemed to be a waiver of any subsequent breach or default.

23. Cumulative Remedies: No provision of this Lease shall preclude Lessor from pursuing any other remedies, in law or equity, for Lessee's failure to perform its obligations.

24. Survivability: The provisions of Sections 11 (Indemnity and Hold Harmless) and 13 (Hazardous Materials and Environmental Compliance) of these General Terms and Conditions shall survive the expiration, hold-over or earlier termination of this Lease for any event occurring prior to or on the date of such expiration, hold-over or termination.

25. Captions: The captions in this Lease are for convenience only and do not in any way limit or amplify the provisions of the Lease.

26. **Venue and Choice of Law:** This Lease shall be governed by and construed in accordance with the laws of the State of Washington. The venue of any legal action brought under the terms of this Lease shall be in the county in which the Premises are located.

27. **Authority to Contract:** Each party represents and warrants to the other that: it has full right, power and authority to execute this Lease and has the power to grant all rights hereunder, its execution and performance of this Lease will not violate any laws, ordinances, covenants or the provisions of any mortgage, lease or other agreement binding on said party, and the execution and delivery of this Lease and the performance of its obligations hereunder have been duly authorized by all necessary personnel or corporate officers and do not violate any provisions of law or the party's certificate of incorporation or bylaws or any other arrangement, provision of law or court order or decree.

28. **No Third Party Rights:** Except as expressly defined in the contractual documents between the parties, it is understood that this Agreement, including the Communications Site Lease and all Exhibits, is solely for the benefit of the parties hereto and gives or creates no rights to any other party.

**EXHIBIT D****SITE STANDARDS, CONDITIONS AND INTERFERENCE MITIGATION REQUIREMENTS**

1. **Existing Site Improvements:** There are no existing site improvements being used as a part of the proposed installation.
  
2. **Site Access:** Lessee shall restrict access to the Site to employees who have specific functions to perform at the site. Except for emergencies, access to the Site shall be limited to the hours from 7 A.M to 7 PM. Monday through Friday. Lessee will at all times avoid interference with fire apparatus both during construction and during normal system operation. Lessor grants reasonable access to the Site for maintenance, replacement and related activities.
  
3. **Site Security:** The Site shall be fenced with a locking gate, which shall be locked whenever Lessee employees are not present at the site.
  
4. **Site Improvements:** Lessee agrees to make the following site improvements, the cost of which will be the responsibility of the lessee:
  - a. Remove the existing Fire District 7 tower and the upper portions of the tower foundations and place the disassembled tower on-site.
  - b. Prepare the surface of the area where the removed tower was located for installation of the existing above ground fuel tanks. This preparation shall not include securing any required permits for such work, but will include all associated costs of such preparation.
  - c. Relocate the existing above ground fuel tanks, located within the identified lease area, to the area where the Fire District 7 tower was located.
  - d. Provide a fuel connection between the relocated diesel fuel tank and the existing Fire District 7 generator prior to the resurfacing of the Fire District 7 parking lot.
  - e. Trench-in base station control cabling between the existing radio equipment room and the SERS building.
  - f. Restore the cable trench to its original condition prior to repaving of the entire parking area by Fire District 7.
  
5. **Interference Mitigation Requirements:** All tenants within the facility are required to meet or exceed the following standards.

All fixed transmitting and receiving equipment installed 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. Additional protection may be required to address special circumstances.

***Transmitter/Receiver Filtering Standards***

The following transmitter/receiver filtering standards shall be observed:

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 SERS 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 SERS 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.

10. Transmitters in the 1500-2000 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:

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 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.
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 facility manager 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 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. Non-insulated rigid wave guide is acceptable when properly attached using rigid attachment hardware.
8. All telephone circuits 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 'like-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 the facility or an existing tenant making a significant subsequent modification that is the interference source shall be the responsibility of the 'last-in' tenant to resolve, provided that interference problems are not the result of a non-compliant installation or a significant modification which creates the source of interference by an existing tenant; in the latter case, the existing tenant creating, through modification, the interference problem is responsible for resolving it. 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 facility manager, 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 facility manager and may require amendments to the Lease, if the changes are beyond what is authorized by the Lease. 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. This radio facility is protected by locked doors and alarm system. 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 the facility manager is 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 born 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 that become trash, the tenant bringing in the material shall be responsible for its removal.

16. All equipment installed 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.



**EXHIBIT E****FIRE DISTRICT 7 RESERVE SPACE**

The following space will be reserved for Fire District 7 for the life of the Lease and any extensions of the Lease for the co-location of Fire District 7 radio or microwave equipment. SERS will not charge a sitting fee for access by Fire District 7. Fire District 7 will pay a reasonable and equitable share of utilities and normal maintenance costs. Fire District 7 shall have immediate facility access to the lease area, tower, and building without requiring prior notification to Lessee should immediate repair of its communications equipment be required. All service personnel used by Fire District 7 shall have received prior approval by Lessee and shall be properly trained and certified to effect the required work.

**VHF Antenna System**

Space will be provided on the tower at the 140' level for one (1) VHF whip type transmit/receive antennas. Space for an additional antenna is provided at the 100' level for one (1) VHF whip type transmit/receive antenna. SERS will furnish and install the VHF base station antenna and transmission line at no cost to Fire District 7. Any additional filtering or combining equipment beyond that provided as a part of the existing equipment installation will be provided by Fire District 7. SERS may multicouple onto the VHF antenna systems as required and on a space-available basis with the prior consent of Fire District 7. SERS additionally will install and provide Fire District 7 access to a shared VHF receive-only antenna at the 180' level. In the interest of good design practices, all antennas above the 160' level will be receive-only antennas.

**Equipment Space and Electrical Power within the SERS Building**

Two (2) seven and one half foot EIA standard rack spaces will be provided within the SERS building for the installation of radio or microwave equipment by Fire District 7. Three (3) seven and one half foot EIA standard rack spaces will be reserved within the SERS building for the installation of radio or microwave equipment by SNOPAC, which access to shall be subject to any lease established between Fire District 7 and SNOPAC. Any Fire District 7 owned VHF base station equipment installed by Fire District 7 will be provided with both AC power and generator power at no cost to Fire District 7. The rack space is shown in drawing B1 and is identified as a "FD 7" or "SNOPAC" rack position respectively.

**Installation of Base Stations and Base Station Control Circuits**

SERS will provide and install a 25 pair cable between the existing Fire District 7/SNOPAC radio room and the demarcation point for telephone circuits inside the SERS provided radio building. SERS will relocate at its own cost all Fire District 7 owned radio equipment present on the existing Fire District 7 tower as of the date of this agreement.

Engineering for the identified antennas and equipment has already been completed by SERS. Fire District 7 is provided access for their existing VHF systems without additional cost for engineering or facility design.



**EXHIBIT F**

**LIST OF IMPROVEMENTS TO REMAIN AT TERMINATION OF LEASE**

1. FibreBond building and associated foundations
2. Onan generator, fuel tank and associated foundations
3. Valmont Microflect tower and associated foundations
4. Compound fence and gate
5. Electrical service to the FibreBond building
6. All installed AC electrical service, lighting systems, and switch gear to installed Fire District 7 and tenant radios
7. All underground utilities