



# KING COUNTY

1200 King County Courthouse  
516 Third Avenue  
Seattle, WA 98104

## Signature Report

### Ordinance 19511

**Proposed No.** 2022-0277.3

**Sponsors** McDermott

1           AN ORDINANCE authorizing the King County executive  
 2           to enter into an agreement with the Puget Sound  
 3           Emergency Radio Network Operator, as tenant, for county-  
 4           owned land located at 206 SW 112th Street, Seattle, in  
 5           council district eight.

6           STATEMENT OF FACTS:

7           1. The facilities management division determined that the county should  
 8           award a lease for the county-owned land located at 206 SW 112th Street,  
 9           Seattle, through a direct negotiation with interested parties without bidding  
 10          pursuant to K.C.C. 4.56.160.

11          2. The facilities management division successfully negotiated a lease for  
 12          the county-controlled land with the Puget Sound Emergency Radio  
 13          Network Operator.

14          BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

15          SECTION 1. The executive is authorized to execute a lease for the county-owned  
 16          land located at 206 SW 112th Street, Seattle, with the Puget Sound Emergency Radio  
 17          Network Operator, substantially in the form of Attachment A to this ordinance,  
 18          contingent upon both parties executing an amendment to the lease agreement  
 19          substantially in the form of Attachment B to this ordinance. Upon execution of both the

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- 20 agreement and the amendment, the executive is authorized to take all actions necessary to  
21 implement the terms of the amended lease agreement.

Ordinance 19511 was introduced on 8/23/2022 and passed as amended by the Metropolitan King County Council on 10/4/2022, by the following vote:


Yes: 9 - Balducci, Dembowski, Dunn, Kohl-Welles, Perry, McDermott, Upthegrove, von Reichbauer and Zahilay

KING COUNTY COUNCIL  
KING COUNTY, WASHINGTON

DocuSigned by:  
  
F8830816F1C4427...


Claudia Balducci, Chair

ATTEST:

DocuSigned by:  
  
8DE1BB375AD3422...

Melani Pedroza, Clerk of the Council

APPROVED this \_\_\_\_\_ day of 10/21/2022, \_\_\_\_\_.

DocuSigned by:  
  
4FBCAB8196AE4C6...

Dow Constantine, County Executive

**Attachments:** A. Lease Agreement, updated 10/04/2022, B. Amendment 1 to Communications Site Lease and Access Agreement

**ATTACHMENT A:**

**LEASE AGREEMENT**

King County Lease #: PSERN-48  
King County Lease Name: Top Hat PSERN Operator Lease  
King County Site Name: Top Hat

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

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

- A. **WHEREAS**, Lessor owns or controls that certain plot, parcel or tract of land, as described on **Exhibit A**, together with all rights and privileges arising in connection therewith, located at 206 SW 112<sup>th</sup> Street, Seattle, in the County of King, State of Washington 98146 (APN: 0623049375) (collectively, the “**Property**”); and
- B. **WHEREAS**, Lessee desires to lease from Lessor a portion of the Property to construct, operate and maintain a communication facility and associated equipment, as well as obtain the right from Lessor to access the Property and install utilities in conjunction therewith; and
- C. **WHEREAS**, the Property is used by Lessor for temporary housing, among other things, and Lessee’s use of the Property is not anticipated to interfere with that use; and
- D. **WHEREAS**, King County Code Section 4.56.140 and RCW 36.34.130 authorize Lessor to lease or dispose of real property to another governmental agency by negotiation, upon such terms as may be agreed upon and for such consideration as may be deemed by Lessor to be adequate.

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

**1. PREMISES; AS-IS CONDITION.**

(a) Lessor hereby leases to Lessee: (i) approximately five thousand seventy-nine (5,079) square feet of ground space on the Property (“**Equipment Space**”), which shall be used by Lessee exclusively for placement of its Communication Facilities (defined in Section 4 below). In addition, Lessor hereby grants Lessee the non-exclusive right to use space on, under and across the Property for Lessee’s access and utilities, as more specifically described in Sections 5 and 6 herein below. Lessee’s Equipment Space and access and utility routes are more specifically described and/or depicted on the attached **Exhibit B** (collectively, the “**Premises**”).

(b) Lessor makes the Property and the Premises available to Lessee and Lessee hereby accepts the Premises on an “AS IS” and “WHERE IS” basis, without any warranty, guaranty, liability, or representation whatsoever, express or implied, oral or written, on the part of Lessor, or any person on behalf of Lessor, regarding the Property or the Premises or any matter affecting the Property or the Premises, other than as described in Sections 10(a) and 24 below. Lessee may obtain, at its sole cost and expense, a title report or commitment for a leasehold title policy from a title insurance company of its

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choice and to have the Property surveyed by a surveyor of its choice. Lessee may also perform and obtain, at Lessee's sole cost and expense, soil borings, percolation tests, engineering procedures, environmental investigations or other tests or reports on, over, and under the Property, necessary to determine if Lessee's use of the Premises will be compatible with Lessee's engineering specifications, system, design, operations or Government Approvals (as defined in Section 4(b) below); provided that Lessee shall not perform any invasive testing that may require mandatory reporting to a government agency without obtaining Lessor's prior written consent, which consent shall not be unreasonably withheld, delayed, or conditioned. Provided further, if Lessee must conduct any invasive testing in order to comply with applicable Environmental Laws (defined in Section 10(d) below) for its continued use of the Communication Facilities, or to comply with the terms of Section 10 below, then Lessee shall have the right to do so without first obtaining Lessor's prior written consent, but shall provide Lessor notice thereof prior thereto.

## 2. TERM.

(a) The "**Initial Term**" of this Lease shall be for a period of twenty (20) years, commencing on the later of (i) execution of that certain separate bulk asset transfer agreement between the Parties, (ii) full system acceptance of the Puget Sound Emergency Radio Network ("**PSERN**") by Lessee from Motorola, and (iii) the last date this Lease is signed by an authorized Party representative ("**Term Commencement Date**"), and terminating on the twentieth anniversary of the Term Commencement Date, unless terminated sooner as provided herein.

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

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

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

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

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

## 3. CONSIDERATION.

(a) Rent shall be Sixteen Thousand and No/100 Dollars (\$16,000.00) per year ("**Rent**"). Lessee's obligation to pay Rent to Lessor under this Lease shall commence upon the Term Commencement Date and shall be due on or before each anniversary of the Term Commencement Date during the Term. Notwithstanding the foregoing, provided Lessor receives the first Rent payment within thirty (30) days after the Term Commencement Date, such payment shall not be deemed delinquent and Lessee shall not be in default of this Lease. Rent for any partial lease year shall be prorated. The Rent shall be exclusive of any sale, franchise, business, occupation or leasehold excise tax, or other tax or fee based on rents.

(b) Rent shall increase by two percent (2%) of the then-current rental rate on each successive anniversary of the Term Commencement Date during the Term of this Lease.

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(c) As additional consideration for this Lease, the Parties agree as follows:

(i) concurrently with the Term Commencement Date, Lessor shall assign, sell and transfer certain Premises-related assets, improvements, and agreements to Lessee, and Lessee shall assume such assets, improvements and agreements, pursuant to that certain Assignment & Bill of Sale attached to this Lease as **Exhibit E**, which is separate from, and in addition to, the bulk asset transfer agreement referenced in Section 2(a)(i) herein above; and

(ii) Lessor shall have the right (but not the obligation) to attach its own facilities on, to and within Lessee’s Communication Facilities (as defined in Section 4(a) below) or to occupy space within the Premises or both; provided that

(A) Lessee determines that Lessor’s use and operations do not unreasonably interfere with Lessee’s or any pre-existing tenants’ use and/or operations on the Premises; and

(B) The Parties agree that the Communication Facilities are structurally capable of supporting Lessor’s facilities without exceeding radio frequency (“RF”) emission limits; and

(C) Lessee determines that there is sufficient space within the Premises and/or Communication Facilities to accommodate Lessor’s proposed use.

(iii) If Lessor desires to exercise its rights set forth in Section 3(c)(ii), Lessor shall provide Lessee written notice of intent to enter into a sublease, including the proposed facilities to be installed, and space and services to be used. If the criteria in Section 3(c)(ii) are satisfied, then Lessee shall provide a draft sublease agreement to Lessor within a reasonable period of time, and Lessor and Lessee shall both use commercially reasonable efforts to negotiate and enter into a mutually acceptable sublease agreement for Lessor’s proposed use. The Lessor’s rights set forth in Section 3(c)(ii) are personal to King County and therefore they are not assignable or transferable without Lessee’s prior written consent, which consent may be withheld, conditioned, or delayed in Lessee’s reasonable discretion.

(d) If, because of this Lease, extra services are ordered by Lessor or activities are undertaken by Lessor or otherwise on behalf of Lessee with respect to Lessee’s use of the Premises or on account of Lessee’s default hereunder, then Lessee shall pay to Lessor such additional costs on demand by Lessor.

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

Remittance Address: King County Facilities Management Division  
Real Estate Services Section - Finance  
King County Lease Name: Top Hat PSERN Operator Lease  
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**[TBD]**  
**[TBD]**

(f) Lessee warrants that it is a tax-exempt government agency per RCW 82.29A, and is not required to pay Leasehold Excise Tax (“LET”) at the time of executing this Lease. Should Lessee’s central assessment status change, Lessee agrees to immediately notify Lessor and begin paying applicable

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LET to Lessor or Washington State Department of Revenue (“**DOR**”), as determined by DOR. It is the responsibility of Lessee to ascertain whether payment of LET is required to Lessor or DOR. If Lessee is centrally assessed by DOR, Lessee must provide Lessor documentation of Lessee’s central assessment status in advance of the Term Commencement Date and within thirty (30) days of a change in status. As of the date this Lease is fully executed by both Parties, the LET rate is 12.84% of the then-current Rent.

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

#### 4. USE.

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

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

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

#### 5. ACCESS.

(a) As part of the consideration for this Lease, Lessor hereby grants Lessee non-exclusive access on, over, under and across the Property for ingress, egress and utilities, between a public right of way and/or existing utility services located on or adjacent to the Property and the Premises, adequate to construct, install, operate, maintain, repair, replace and remove the Communication Facilities and utilities, including, but not limited to, the installation of power and telephone service cable, and to service the Communication Facilities at all times during the Term of this Lease. Lessee shall have the right to access its Equipment Space, seven (7) days a week, twenty-four (24) hours a day, on foot, motor vehicle, including trucks, or by air over or along the access route specifically described and/or depicted in Exhibit B.

(b) Lessee shall have the right to construct a fence and other improvements to secure and to control access to its Equipment Space, as specifically described and/or depicted in Exhibit B and Exhibit C. Lessor may access the Property at any time without prior notice to or approval of Lessee; provided that Lessor shall not access the Equipment Space or allow any third party to access the Equipment Space (except

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as provided in Sections 7 or 17(a) herein) without Lessee's prior written consent, which consent shall not be unreasonably withheld, delayed or conditioned. Lessor shall not allow the placement, construction or installation of any equipment or materials in the Equipment Space by a third party without Lessee's prior written consent, which consent shall not be unreasonably withheld, delayed or conditioned.

**6. UTILITIES.** Lessee will be responsible for paying directly to the servicing utility provider all utility charges for electricity, telephone service and all other utilities used or consumed by Lessee on the Premises. Upon receipt of Lessee's written request, Lessor shall grant to any servicing utility company that is providing utility or similar services to Lessee, including power and telecommunications, an easement between a public right of way and/or existing utility services located on or adjacent to the Property and the Communication Facilities, for the purpose of constructing, operating and maintaining such lines, wires, circuits, conduits, associated equipment cabinets and such appurtenances thereto, as such utility companies may from time to time require in order to provide such utility services to the Communication Facilities. Upon Lessee's or the servicing utility company's request, Lessor will execute a recordable instrument evidencing such grant of easement, at Lessee's sole cost and expense. Lessee shall be responsible to pay any easement application fee that may be required under King County Code Section 4A.675.010 as now codified or hereafter amended, but Lessee shall pay no cost for the actual value of any easements granted by Lessor.

**7. MAINTENANCE, REPAIR AND ABATEMENT OF PREMISES AND PROPERTY.**

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

(b) Without limiting Lessor's disclaimer of the Property condition in Section 1(b), Lessor shall maintain the Property and its improvements thereon (excluding the Equipment Space), in good repair and tenantable condition during the Term of this Lease.

**8. ASSIGNMENT/SUBLEASE.**

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

(b) Lessee shall have the right to sublet space on and within the Premises without obtaining Lessor's consent, but shall provide Lessor written notice thereof within a reasonable period of time thereafter. Any sublessee shall assume all obligations of Lessee as to that portion of the Premises that is subleased and shall be jointly and severally liable with Lessee for rental and other payments and performance of all terms, covenants and conditions of this Lease with respect to such portion of the Premises.

(c) If Lessor sells, leases, transfers or otherwise conveys all or any part of the Property to any transferee other than Lessee, then such transfer shall be subject to this Lease.



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

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

## 9. DISASTER.

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

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

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

## 10. HAZARDOUS MATERIALS.

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

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

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

(d) For purposes of this Lease, "**Environmental Laws**" means all federal, state and local laws, ordinances, regulations, permits, decrees or other governmental requirements now or hereafter in effect related to Hazardous Materials and other environmental laws, including, but not limited to, laws and

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regulations pertaining to stormwater discharges as set by the U.S. Environmental Protection Agency and the Washington Department of Ecology, and “**Hazardous Materials**” means:

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

## 11. ALTERATIONS.

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

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

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

Lessor: King County Facilities Management Division  
Real Estate Services  
Attn: Leasing Supervisor  
RE: Top Hat PSERN Operator Lease / PSERN-48  
[TBD]  
Seattle, WA 98104

With a copy to: King County Facilities Management Division  
Attn: [REDACTED]  
RE: Top Hat PSERN Operator Lease / PSERN-48  
[TBD]  
Seattle, WA 98104

Lessee: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

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

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

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

**16. CONDEMNATION.**

(a) If the Premises, or any part thereof the loss of which impairs the utility of the Premises to a significant extent, are appropriated or taken for any public use by virtue of eminent domain or condemnation

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proceeding, or by conveyance in lieu thereof, or if by reason of law or by court decree, whether by consent or otherwise, or if the use of the Premises by Lessee for any of the specific purposes herein before referred to shall be prohibited, then either Party shall have the right to terminate this Lease upon written notice to the other.

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

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

#### **17. DEFAULT.**

(a) If Lessee should fail to cure any default: (i) in the payment of any sum due under this Lease within fifteen (15) days after receipt of written notice; or (ii) in the keeping of any other term, covenant or condition herein with all reasonable dispatch, but not more than thirty (30) days after receipt of written notice (unless more than thirty (30) days is reasonably needed to effectuate the cure, in which case Lessee must commence to cure such default in good faith during the initial thirty (30) day period), then Lessor shall have the right, at its option, in addition to, and not exclusive of, any other remedy Lessor may have by operation of law, either (i) to remedy Lessee's failure to perform; or (ii) to terminate this Lease upon written notice to Lessee. Lessee shall be responsible for any direct costs incurred by Lessor in remedying Lessee's default.

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

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

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

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(b) Lessor may terminate this Lease without penalty or further liability: (i) upon thirty (30) days written notice if the Premises has been abandoned, in Lessor's sole judgment, for a continuous period of ninety (90) calendar days; (ii) immediately upon written notice, if Lessor is required by court order, by legislative action or by a governmental agency having jurisdiction, to take some action that would effectively prohibit Lessee's use of the Premises; (iii) immediately upon written notice, if Lessee causes interference (as defined in Section 26(d) below) to Lessor's use of the Property, and fails to cure it as provided in Section 26; (iv) upon three (3) years written notice for any reason whatsoever; or (v) immediately upon 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.

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

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

(a) All portions of the Communication Facilities acquired by Lessee pursuant to the Assignment and Bill of Sale attached hereto as Exhibit E or brought onto the Property by Lessee will be and remain Lessee's personal property during the Term of this Lease. Lessor hereby waives any and all lien rights it may have, statutory or otherwise, concerning the Communication Facilities or any portion thereof. During the Term of this Lease, Lessee shall have the right to remove some or all of its Communication Facilities, whether or not attached to the Premises, provided that such may be removed without serious damage to the Property. All damage caused by removal of Lessee's Communication Facilities shall be promptly restored or repaired by Lessee at Lessee's sole cost and expense.

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

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

(d) Upon the expiration or earlier termination of this Lease, or the Approved Holdover under Section 28(k), if applicable, and upon receipt of Lessor's prior written approval, which shall not be unreasonably withheld, delayed or conditioned, Lessee at its option may leave on the Property any service buildings, roads, and improvements owned or installed by or at Lessee's direction. Notwithstanding anything in this Lease to the contrary, upon the expiration or earlier termination of this Lease, or the Approved Holdover under Section 28(k), if applicable, Lessee shall have the right to leave on the Property all underground utility cables and conduits, underground fuel storage tanks, fences and gates, and foundations

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more than one foot (1') below grade, without Lessor's consent; provided the fuel storage tanks shall be decommissioned in compliance with all Environmental Laws and the improvements are generally left in a safe condition. Lessor shall assume ownership of all facilities and improvements remaining on the Property pursuant to this Section 20(d) without the need for any additional documentation, payment or other compensation to Lessee, and such facilities and improvements will become fixtures to the Property and/or part of Lessor's personal property.

## **21. DISPUTE RESOLUTION.**

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

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

(c) If the Parties fail to achieve a resolution of the dispute through meeting or mediation within a reasonable period of time, or within the cure periods provided for in Section 17 if pursuant to a default, then either Party may seek any and all remedies available at law against the other Party for such dispute, default, or both.

## **22. INSURANCE.**

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

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

(c) Notwithstanding any language to the contrary contained in this Lease, Lessor and Lessee 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

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to be covered under this Lease and each hereby releases the other from any such claim or liability regardless of the cause of such loss.

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

**24. WARRANTIES.**

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

(b) Lessor represents, warrants and agrees that: (i) Lessor solely owns the Property as a legal lot in fee simple, or controls the Property by lease, license or other written agreement, and has the full right, power and authority to grant this Lease to Lessee; (ii) the Property 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 Lessee's rights granted in this Lease; (iii) as long as Lessee is not in breach or default beyond any applicable cure period, Lessor grants to Lessee sole, actual, quiet and peaceful use, enjoyment and possession of the Equipment Space; and (iv) Lessor's execution and performance of this Lease will not violate any laws, covenants or the provisions of any mortgage, lease or other agreement binding on Lessor.

(c) Lessee acknowledges that Lessor's primary use of the Property is for temporary housing, among other things. Notwithstanding anything to the contrary contained in this Lease, Lessee hereby represents and warrants to Lessor that Lessee's use of the Premises will at no time interfere with Lessor's primary use of the Property.

**25. INDEMNITY AND HOLD HARMLESS.**

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

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

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

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

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

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

## **26. INTERFERENCE.**

(a) Where there are existing radio frequency user(s) on the Property, Lessor will endeavor to provide Lessee with a list of all such existing radio frequency user(s) and the frequencies used by each to allow Lessee to evaluate and avoid the potential for interference. Lessee warrants that its use of the Premises will not interfere with existing radio frequency user(s) at the time Lessee 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) Lessor will not grant a lease, license or any other right to any third party for the use of the Property if Lessor has actual knowledge that such use will adversely affect or interfere with Lessee's Communication Facilities, Permitted Use or rights under this Lease. Lessor shall endeavor to include in all future leases, licenses and agreements for use of the Property terms substantially similar to the non-interference terms set out in this Section 26.

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

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

**27. NON-DISCRIMINATION.** Lessee and Lessor, for themselves, their successors, and assigns as a part of the consideration hereof, do hereby covenant and agree to comply with all civil rights and anti-discrimination requirements of federal, state and local laws applicable to the Property, including, without



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limitation, Chapter 49.60 RCW. Lessee and Lessor shall not discriminate on the basis of race, color, marital status, national origin, religious affiliation, disability, sexual orientation, gender identity or expression or age except by minimum age and retirement provisions, unless based upon a bona fide occupational qualification, in the employment or application for employment or in the administration or delivery of services or any other benefits under King County Code Chapter 12.16, as now codified and as hereafter amended. Lessee and Lessor shall comply fully with all applicable federal, state and local laws, ordinances, executive orders and regulations that prohibit such discrimination. These laws include, but are not limited to, King County Charter Section 840, Chapter 49.60 RCW, and Titles VI and VII of the Civil Rights Act of 1964. Any violation of this provision shall be considered a default of this Lease and shall be grounds for cancellation, termination, or suspension, in whole or in part, of this Lease 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 Lease shall be construed as a waiver of the same term or other rights of that Party in the future.
- (b) ENTIRE AGREEMENT: This Lease contains all of the terms and conditions agreed upon by the Parties regarding the subject matter of this Lease. The Parties agree that there are no other understandings, oral or otherwise, regarding the subject matter of this Lease. No modification or amendment to this Lease shall be valid until put in writing and signed by both Parties with the same formalities as this Lease. The Parties shall cooperate, take further action, and execute and deliver further documents as may be reasonably required in order to carry out the purposes of this Lease and the Communication Facilities.
- (c) HEADINGS: The section headings appearing in this Lease 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 Lease 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 Lease are held by the courts to be illegal, invalid or unenforceable, the validity of the remaining portions or provisions shall not be affected and the rights and obligations of the Parties shall not be affected in regard to the remainder of this Lease, the remainder of this Lease being valid and enforced to the fullest extent permitted by law. If it should appear that any part, term or provision of this Lease is in conflict with any applicable laws, then the part, term or provision shall be deemed inoperative and null and void insofar as it is in conflict therewith, and this Lease shall be deemed modified to conform to such statutory provision.
- (f) USE OF TERMS: Whenever the singular number is used in this Lease 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 Lease shall run with the land for the duration of the Term (subject to termination as provided in Section 18 and elsewhere in this Lease), and shall be binding upon and inure to the benefit of the Parties, their respective successors, personal representatives and assigns.

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

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

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

(k) HOLDOVER:

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

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

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

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

(v) Except as otherwise provided above, acceptance by Lessor of any monies after expiration or earlier termination of this Lease shall not result in a renewal or extension of this Lease, nor affect Lessor's right of re-entry or any rights of Lessor herein or available at law.

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(l) **SURVIVAL**: Any provisions of this Lease relating to indemnification shall survive the termination or expiration of this Lease, and shall also extend to all Claims and Environmental Claims arising prior to the Term Commencement Date of this Lease if Lessee's use of any part of the Premises commenced prior thereto. In addition, any terms and conditions contained in this Lease that by their sense and context are intended to survive the termination or expiration of this Lease shall so survive.

(m) **MEMORANDUM OF LEASE**: Lessor agrees to sign a short form Memorandum of Lease, in form substantially similar to that attached hereto as **Exhibit F**, that Lessee may record at Lessee's expense.

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

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

## **29. KCERCS EQUIPMENT.**

(a) The Parties acknowledge that the Premises contain equipment formerly used for the old King County Emergency Radio Communications System (“**KCERCS**”), which equipment may be located on a tower, in a shelter, or in or on related infrastructure within the Premises. Lessee acknowledges that the KCERCS equipment belongs to Lessor and not to Lessee. As between the Parties, Lessor shall decommission, remove, and dispose of all KCERCS equipment from the Premises at Lessor's sole cost and expense, and in Lessor's sole discretion. Lessee acknowledges that KCERCS equipment removal work is ongoing as of the Term Commencement Date and may continue for up to twelve (12) months after the Term Commencement Date. If Lessor cannot complete the KCERCS equipment removal work within such twelve (12) month period, then upon Lessee's prior written consent, which shall not be unreasonably withheld, delayed or conditioned, Lessor shall have an additional six (6) months to remove all of the KCERCS equipment from the Premises. Lessor will notify Lessee in writing after all KCERCS equipment removal work has been completed.

(b) Notwithstanding anything to the contrary contained in this Lease, Lessor reserves the right and Lessor's designated representatives, agents, and contractors have and shall continue to have the limited right to enter the Premises and Communication Facilities to remove any and all KCERCS equipment located there, and Lessee hereby acknowledges Lessor's reserved right; provided, that in the exercise of such reserved right Lessor will not unreasonably disrupt Lessee's use of, or Lessee's operations and activities on, the Premises. Lessor shall use reasonable efforts to communicate and coordinate with Lessee regarding Lessor's removal of KCERCS equipment. In connection with any such KCERCS equipment removal work, Lessor agrees to hold harmless, indemnify and defend Lessee, its officers, agents and employees, from and against all Claims caused by or arising out of any act, error or omission of Lessor, its officers, agents, contractors, subcontractors or employees in entering the Premises for the above purposes, except to the extent the Claims are caused by or arise out of any act, error or omission of Lessee, its officers, agents and employees.

[SIGNATURES ON FOLLOWING PAGES]

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

**Lessor:**

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

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

Name: Anthony O. Wright

Title: Director, Facilities Management Division

Date: \_\_\_\_\_

**Consent:**

EMERGENCY RADIO COMMUNICATIONS DIVISION

\_\_\_\_\_  
David L. Mendel, Director

\_\_\_\_\_  
Date

**Approved as to form:**

\_\_\_\_\_  
Prosecuting Attorney’s Office

STATE OF WASHINGTON                )  
  ) ss.  
COUNTY OF KING                     )

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

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

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

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

By: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
 ) ss.  
 COUNTY OF \_\_\_\_\_ )

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

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

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

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**EXHIBIT A**  
**Description of Property**  
(Page 1 of 2)

**Legal Description of the Property:**

**THAT PORTION OF THE SE 1/4 OF THE SE 1/4 OF SECTION 6, TOWNSHIP 23 NORTH, RANGE 4 EAST, W.M., IN KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:**

**BEGINNING AT THE S.E. CORNER OF LOT 4 IN BLOCK 6 OF HAWIMA HEIGHTS, AS PER PLAT RECORDED IN VOLUME 34 OF PLATS, ON PAGE 20, RECORDS OF KING COUNTY, WASHINGTON;  
THENCE SOUTH 0°56'14" EAST ALONG THE SOUTHERLY PROLONGATION OF THE WEST MARGIN OF 3RD S.W. AS SHOWN ON SAID PLAT, A DISTANCE OF 55.0 FEET;  
THENCE NORTH 88°38'40" EAST 197.46 FEET;  
THENCE SOUTH 0°45'15" EAST TO THE NORTH LINE OF THE SOUTH 285 FEET OF SAID SUBDIVISION AND THE TRUE POINT OF BEGINNING OF THIS DESCRIPTION;  
THENCE EASTERLY ALONG SAID NORTH LINE TO THE SOUTHERLY PROLONGATION OF THE WEST MARGIN OF 2ND S.W. AS SHOWN ON SAID PLAT OF HAWIMA HEIGHTS;  
THENCE SOUTHERLY ALONG SAID WESTERLY PROLONGATION 255 FEET, MORE OR LESS, TO THE NORTH LINE OF THE SOUTH 30 FEET OF SAID SUBDIVISION;  
THENCE WESTERLY ALONG SAID NORTH LINE TO A POINT WHICH BEARS SOUTH 0°45'15" EAST FROM THE TRUE POINT OF BEGINNING;  
THENCE NORTH 0°45'15" WEST 255 FEET, MORE OR LESS, TO THE TRUE POINT OF BEGINNING;**

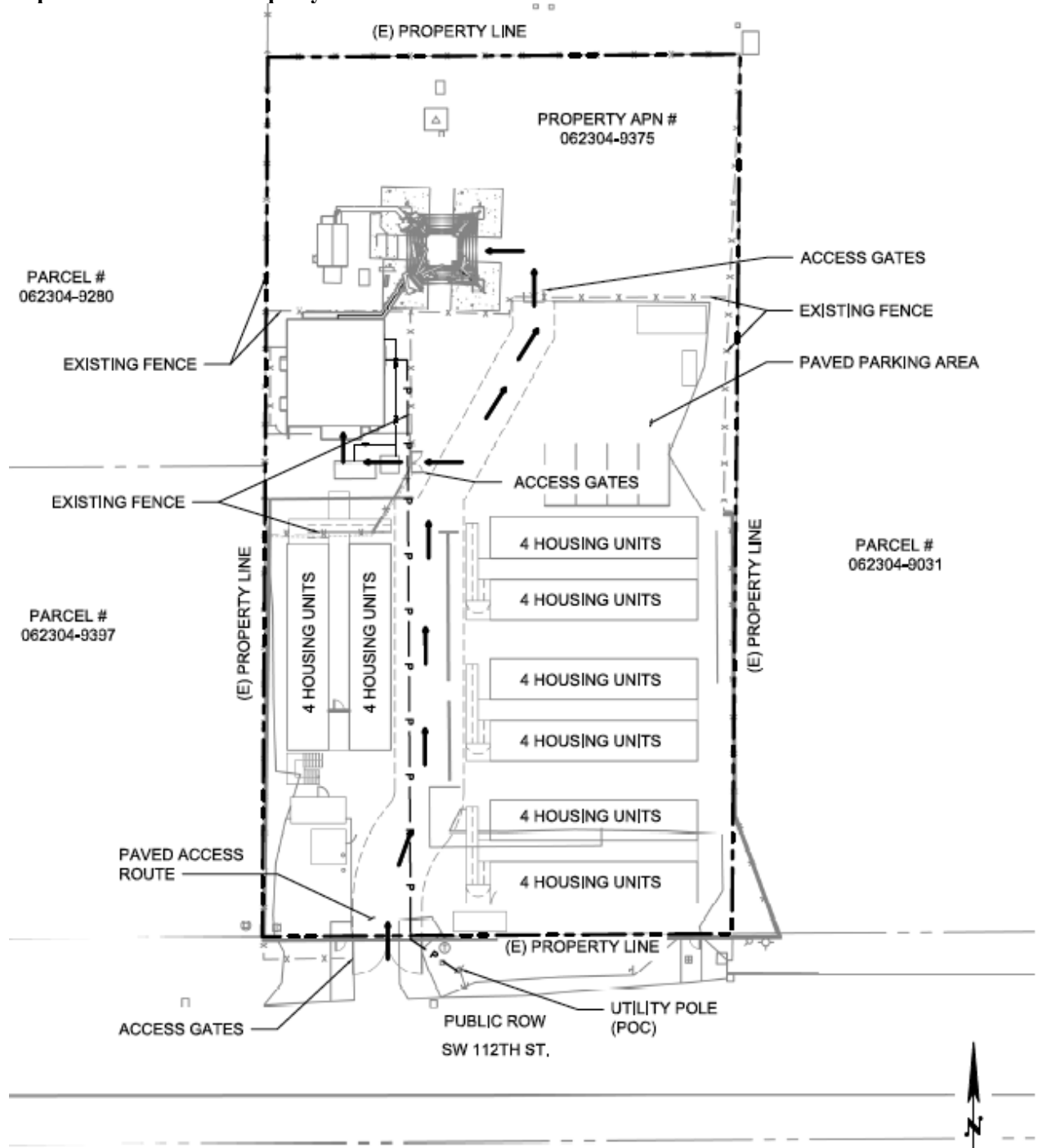
**SITUATE IN THE COUNTY OF KING, STATE OF WASHINGTON.**

Address: 206 SW 112<sup>th</sup> St., Seattle, WA 98146  
APN: 0623049375

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King County Site Name: Top Hat

**EXHIBIT A**  
(Page 2 of 2)

**Depiction of Lessor's Property:**

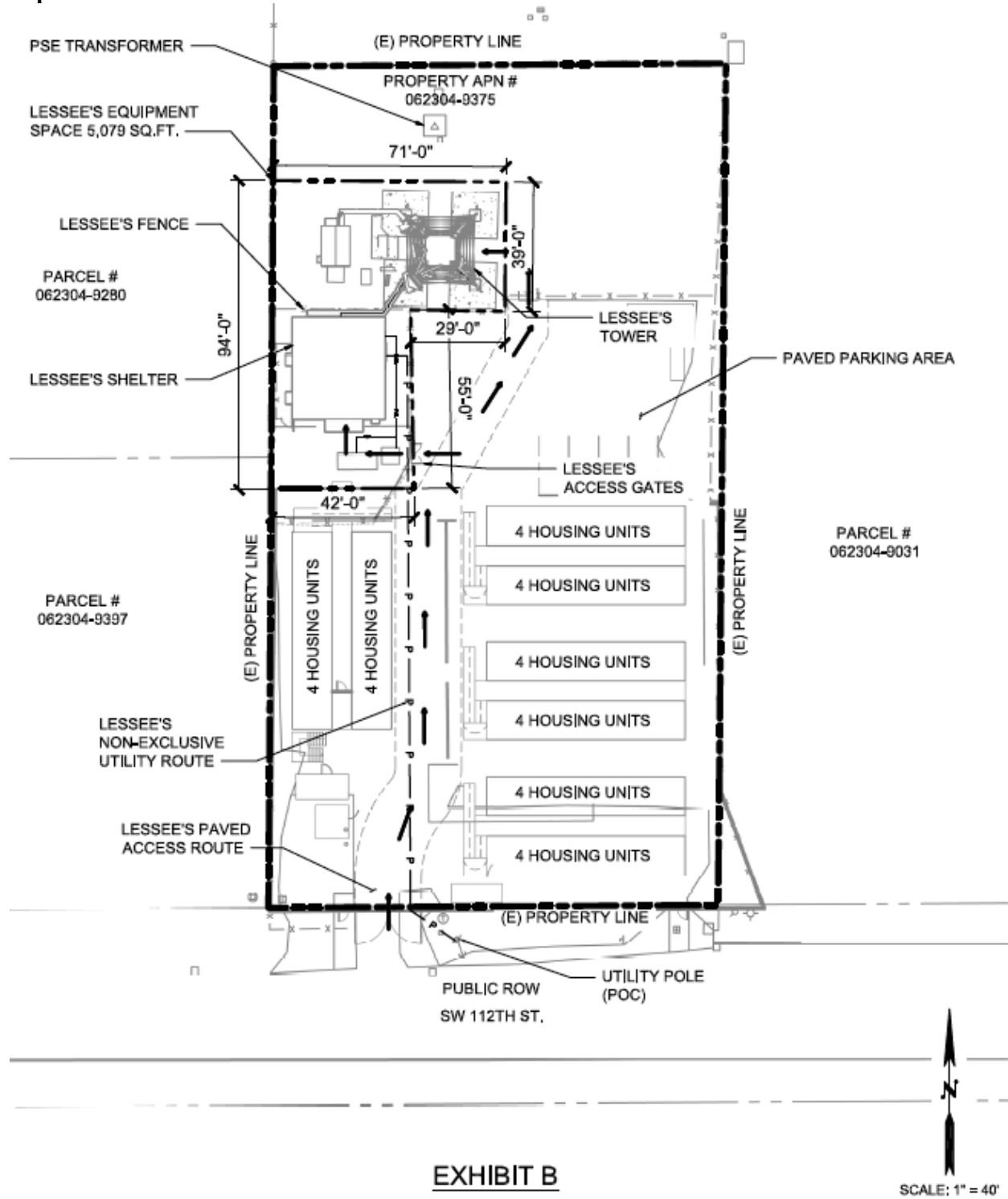


**EXHIBIT A**

SCALE: 1" = 40'

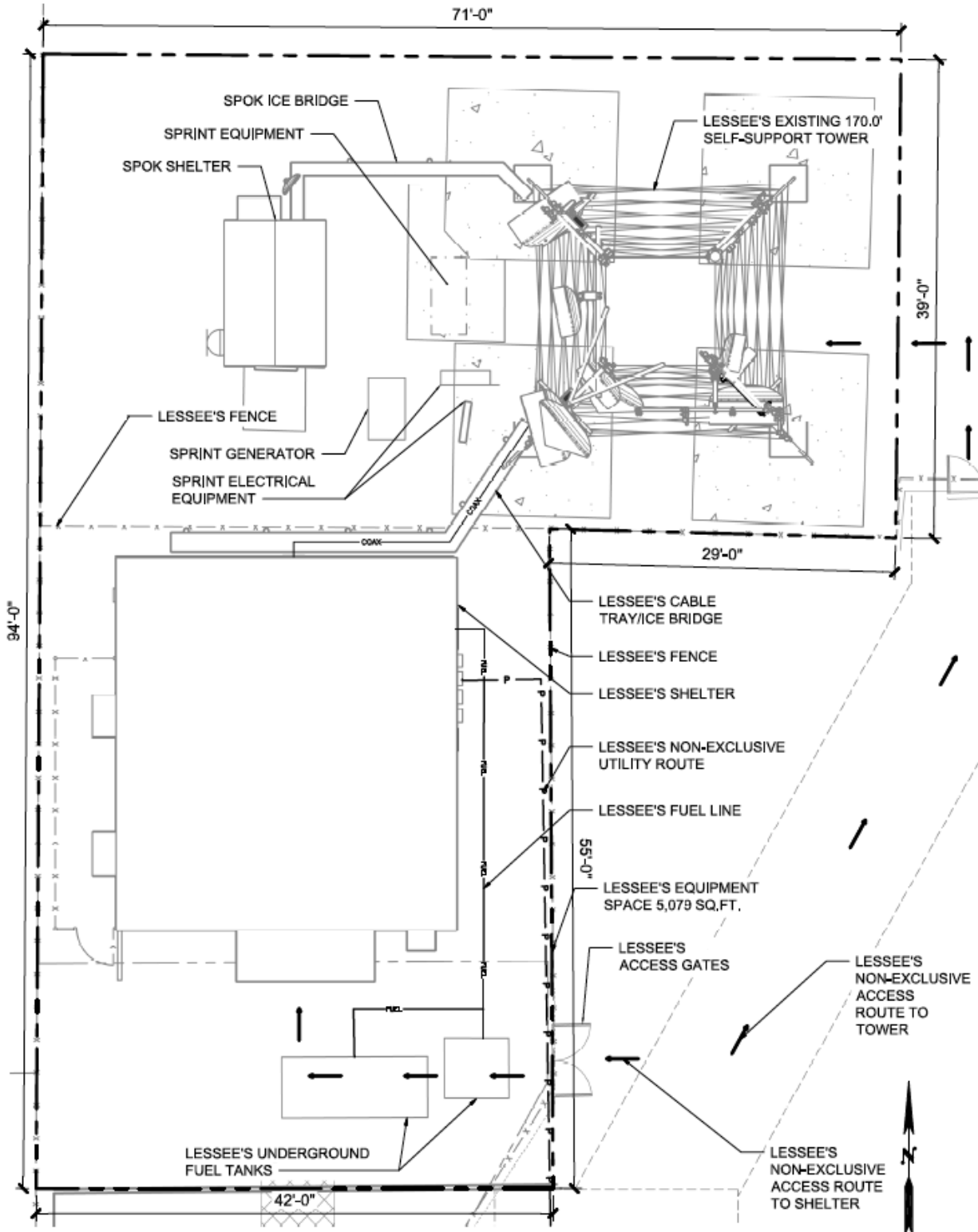
**EXHIBIT B**  
**Depiction of Premises**  
(Page 1 of 2)

**Depiction of Premises:**





**EXHIBIT B**  
(Page 2 of 2)



**ENLARGED SITE PLAN**

SCALE: 1" = 10'

King County Lease #: PSERN-48  
 King County Lease Name: Top Hat PSERN Operator Lease  
 King County Site Name: Top Hat

**EXHIBIT C**  
**Technical Data Sheet**  
**Updated 10/04/22**

**1. Lessee Information:**

Lessee Name: PUGET SOUND EMERGENCY RADIO NETWORK OPERATOR  
 Notice Address: \_\_\_\_\_  
 Contact Name/Phone: \_\_\_\_\_

**2. Site Information:**

Lessee Site Number: PSERN-48 Lessee Site Name: Top Hat  
 Property Address: 206 SW 112<sup>th</sup> Street, Seattle, WA 98146  
 Property APN: 0623049375

**3. Proposed Communication Facilities:**

FCC/NTIA Call Sign:	Date FCC/NTIA License(s)	Copy of License(s)
<u>WQKL794 (microwave)</u>	Eff: <u>02-02-2020</u> Exp: <u>07-01-2029</u>	provided to Lessor <input checked="" type="checkbox"/>
<u>KUS535 (VHF)</u>	Eff: <u>01-15-2022</u> Exp: <u>01-31-2032</u>	
<u>KBS332</u>	Eff: <u>01-19-2022</u> Exp: <u>01-31-2032</u>	
<u>WNXS580</u>	Eff: <u>09-10-2021</u> Exp: <u>11-06-2031</u>	

**Radios:**

# of Radio Units per TX/RX Freq.	Transmit Freq. (MHz)	Receive Freq. (MHz)	Channels, No. & Type (analog, digital, etc.)	Max. Power Output
1 (VHF MARS)	155.1900	154.6500	1 – analog	100 W
1 (UHF MARS)	460.5500	465.5500	1 – analog	100 W
1 (VHF F2)	154.9650	153.9950	1 – analog	123 W
1 (Microwave View Park)	10755.00	11305.00	1 – digital	0.631 W
1 (Microwave Skyway)	11035.00	11525.00	1 – digital	0.631 W
1 (Microwave Vashon)	6845.00	6685.00	1 – digital	0.631 W

**Location of Equipment:** Lessor's Shelter  Ground  Other   
 If Ground or Other, Premises Dimensions: 5,079 sq. ft. (irregular shape)

**4. Proposed Services:**

Electricity/Power provided by:	Lessor <input type="checkbox"/>	Lessee <input checked="" type="checkbox"/>	N/A <input type="checkbox"/>
Backup Power Generator provided by:	Lessor <input type="checkbox"/>	Lessee <input checked="" type="checkbox"/>	N/A <input type="checkbox"/>
Backhaul provided by:	Lessor <input type="checkbox"/>	Lessee <input checked="" type="checkbox"/>	N/A <input type="checkbox"/>
Telephone needed	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> <b>NOTE: LESSOR WILL NOT PROVIDE</b>		

**5. Additional Information:** N/A

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

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

***Transmitter/Receiver Filtering Standards***

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

1. Transmitters in the 25 to 54 MHz range shall have a band pass filter providing a minimum of 30 dB of attenuation 1.0 MHz removed from the operating frequency. Transmitters in this frequency range should be fitted with a single isolator providing a minimum of 20 dB isolation.
2. Transmitters in the 72 to 76 MHz range shall have a band pass filter providing a minimum of 30 dB of attenuation 1.0 MHz removed from the operating frequency. Transmitters in this frequency range shall also be fitted with dual isolators providing a minimum of 50 dB isolation.
3. Transmitters in the 88 to 108 MHz range shall have a band pass filter providing a minimum of 30 dB of attenuation 1.0 MHz removed from the operating frequency. Transmitters in this frequency range shall also be fitted with dual isolators providing a minimum of 50 dB isolation. No transmitters with a transmitter power output of over 100 watts shall be permitted within King County facilities. In addition, some facilities may not allow use of transmitting equipment in this frequency range.
4. Transmitters in the 108 to 225 MHz range shall have a band pass filter providing a minimum of 15 dB of attenuation 1.0 MHz removed from the operating frequency. Transmitters in this frequency range shall also be fitted with dual isolators providing a minimum of 50 dB isolation.
5. Transmitters in the 225 to 400 MHz range shall have a band pass filter providing a minimum of 20 dB of attenuation 1.0 MHz removed from the operating frequency. Transmitters in this frequency range shall also be fitted with dual isolators providing a minimum of 50 dB isolation.
6. Transmitters in the 400 to 512 MHz range shall have a band pass filter providing a minimum of 20 dB of attenuation 2.0 MHz removed from the operating frequency. Transmitters in this frequency range shall also be fitted with dual isolators providing a minimum of 50 dB isolation. Window filtering with broader responses may be authorized on a case by case basis.
7. Transmitters in the 512 to 746 MHz range shall have a band pass filter providing a minimum of 20 dB of attenuation 2.0 MHz removed from the operating frequency. Transmitters in this frequency range shall also be fitted with dual isolators providing a minimum of 50 dB isolation.
8. No broadcast transmitters in the 746 to 806 MHz range shall be permitted in King County facilities.
9. Transmitters in the 806 to 990 MHz range shall have a band pass filter providing a minimum of 15 dB of attenuation 3.0 MHz removed from the operating frequency. Transmitters in this frequency range

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shall also be fitted with dual isolators providing a minimum of 50 dB isolation. Window filtering with broader responses may be authorized on a case by case basis.

***Site Engineering Standards and Site User Practices***

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

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

King County Lease #: PSERN-48  
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fashion as to be of commercial quality. Quarterly checks of the receiving equipment, transmitting equipment, antennas and customer-owned site filtering equipment are strongly encouraged.

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

**Emergency contacts are as follows:**

Day: King County Radio Communication Services [TBD]

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

King County Lease #: PSERN-48  
King County Lease Name: Top Hat PSERN Operator Lease  
King County Site Name: Top Hat

**EXHIBIT E**  
**ASSIGNMENT**  
**&**  
**BILL OF SALE**

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

RECITALS

- A. WHEREAS, Seller owns or controls that certain plot, parcel or tract of land located at 206 SW 112<sup>th</sup> Street, Seattle, in the County of King, State of Washington 98146 (APN: 0623049375) (collectively, the “**Property**”), and has constructed and operates certain wireless communication facilities thereon (“**Site**”) for Seller’s emergency radio communication system, a portion of which are referred to herein as the “**Facilities**” and specifically identified in **Exhibit 1** attached hereto and incorporated herein by this reference; and
- B. WHEREAS, Seller, as the landlord, and certain third parties, as the tenants, have entered into those certain lease agreements listed on **Exhibit 2** attached hereto and incorporated herein by this reference, for the installation, operation, maintenance, and removal of communications equipment at the Site (collectively, the “**Third-Party Leases**”); and
- C. WHEREAS, Seller hereby intends to grant to Buyer, and Buyer intends to acquire from Seller, the Facilities identified in **Exhibit 1** in order to operate emergency communications equipment therefrom, which Facilities will be used in conjunction with the Puget Sound Emergency Radio Network (“**PSERN**”); and
- D. WHEREAS, Seller hereby intends to assign to Buyer, and Buyer hereby intends to assume from Seller, all of Seller’s rights, interest, benefits and obligations in and to the Third-Party Leases listed on **Exhibit 2**.

ASSIGNMENT AND BILL OF SALE

- 1. NOW, THEREFORE, in consideration of Seller’s willingness to lease the Site to Buyer for Buyer’s operation of its emergency communications equipment pursuant to that certain Communications Site Lease and Access Agreement between the Parties to be entered into concurrently with this Agreement, and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, and intending to be legally bound and subject to the terms of this Agreement, Seller does hereby absolutely and unconditionally grant, sell, assign, and transfer to Buyer all of Seller’s right, title and interest in and to the Facilities and Third-Party Leases (collectively, the “**Assets**”).
- 2. As of the Effective Date, Seller hereby represents and warrants to Buyer that:
  - a. Seller is the sole owner of the Facilities, free and clear of any and all liens and encumbrances or any other superior or adverse interest therein; and
  - b. To Seller’s actual knowledge (without a duty to investigate), the Facilities were constructed in compliance with all applicable federal, state and local laws, rules, ordinances and regulations; and
  - c. Seller has the right and authority to assign the Third-Party Leases to Buyer, and Seller’s execution and delivery of this Agreement does not violate any provision of law, any agreement, or any other arrangement or court or agency order or decree; and
  - d. At all times that Seller was in possession of all or any part of the Site, to Seller’s actual knowledge

King County Lease #: PSERN-48  
King County Lease Name: Top Hat PSERN Operator Lease  
King County Site Name: Top Hat

without a duty to investigate, Seller was in compliance with all environmental protection, pollution, land use, zoning, development and regional impact laws, rules, regulations, orders and requirements with respect to its use of and operations thereon.

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

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

[SIGNATURES ON FOLLOWING PAGE]

King County Lease #: PSERN-48  
King County Lease Name: Top Hat PSERN Operator Lease  
King County Site Name: Top Hat

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

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

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

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

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

Name: Anthony O. Wright

Name: \_\_\_\_\_

Title: Director, Facilities Management Division

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

STATE OF WASHINGTON                    )  
  ) ss.  
COUNTY OF KING                        )

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_.

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

STATE OF WASHINGTON                    )  
  ) ss.  
COUNTY OF KING                        )

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_.

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



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**EXHIBIT 1**  
**(Description of Facilities)**

- **Self Support Tower:** approximately 170 feet in height, plus all improvements located in, attached to, and servicing said Tower.
- **Shelter:** approximately 28' x 30'8" (860 square feet), plus all improvements located in, attached to, and servicing said Shelter, including but not limited to the following:
  - **Generator**
  - **Fuel Storage Tank** (underground)
- All utilities, conduit, coax and piping running from the utility points of connection on the Property to the Shelter and from the fuel storage tank to the Shelter, subject to any ownership interests of the servicing utility provider.
- All associated equipment and improvements, including but not limited to foundations, cable trays, pedestals and support structures for the facilities listed herein.
- All security equipment and improvements located in and around the Shelter & Tower, and specifically all fences and gates located around the Shelter. Seller shall retain ownership of all other fences and gates located on the Property.

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King County Site Name: Top Hat

**EXHIBIT 2**  
**(Description of Third-Party Leases)**

1. Valley Communications Center (“VCC”): Communication Site Lease and Access Agreement dated July 15, 2021; the 5-year Term commenced on July 15, 2021, and expires on July 14, 2026.
2. Sprint Spectrum Realty Company, LLC: Communication Site Lease dated June 22, 2018; the 5-year Term commenced on July 1, 2017, and expires on June 30, 2022.
3. Spok, Inc.: Communication Site Lease dated October 25, 2017; the 5-year Term commenced on July 1, 2017, and expires on June 30, 2022.
4. Pierce County Public Transportation Benefit Area Corporation (dba: Pierce Transit) (“Pierce Transit”): Communications Site Lease and Access Agreement dated June 1, 2021; the 5-year Term commenced on July 1, 2021, and expires on June 30, 2026.

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**EXHIBIT F**

**Return to:**  
King County Facilities Management Division  
Real Estate Services  
Attention: Leasing Supervisor  
Re: Top Hat PSERN Operator Lease  
500 Fourth Avenue, Suite 830  
Seattle, WA 98104

**MEMORANDUM  
OF  
LEASE**

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

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

Abbreviated Legal Description: Ptn of SE ¼ of SE ¼ of Section 6, T.23N., R.4E., W.M.  
Official legal description attached as Exhibit 1

Assessor’s Tax Parcel ID #: 0623049375

Recording Numbers of Prior Recorded Documents: Does not apply

County: King State: Washington

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

1. Lessor and Lessee entered into a certain Communications Site Lease and Access Agreement (“**Lease**”) on the \_\_\_\_ day of \_\_\_\_\_, 202\_\_\_\_, for the purpose of installing, operating and maintaining a communications facility and other improvements. All of the foregoing is set forth in the Lease.
2. The initial lease term will be twenty (20) years commencing on the later of (i) execution of a certain separate bulk asset transfer agreement between the parties, (ii) full system acceptance of the Puget Sound Emergency Radio Network (“**PSERN**”) by Lessee from Motorola, and (iii) full execution of the Lease, with two (2) successive five (5) year options to extend.

King County Lease #: PSERN-48  
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- 3. The portion of the land being leased to Lessee and associated easements are depicted in **Exhibit 1** annexed hereto.
- 4. This Memorandum of Lease is not intended to amend or modify, and shall not be deemed or construed as amending or modifying, any of the terms, conditions or provisions of the Lease, all of which are hereby ratified and affirmed. In the event of a conflict between the provisions of this Memorandum of Lease and the provisions of the Lease, the provisions of the Lease shall control. The Lease shall be binding upon and inure to the benefit of the parties and their respective heirs, successors, and assigns, subject to the provisions of the Lease.

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

**"LESSEE"**

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

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_

**"LESSOR"**

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

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

**[ACKNOWLEDGMENTS APPEAR ON THE NEXT PAGE]**

King County Lease #: PSERN-48  
King County Lease Name: Top Hat PSERN Operator Lease  
King County Site Name: Top Hat

STATE OF WASHINGTON            )  
  ) ss.  
COUNTY OF \_\_\_\_\_         )

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_.

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

STATE OF WASHINGTON )  
  ) ss  
COUNTY OF KING            )

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_.

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

King County Lease #: PSERN-48  
King County Lease Name: Top Hat PSERN Operator Lease  
King County Site Name: Top Hat

**EXHIBIT 1**

Page 1 of 3

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

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

**THAT PORTION OF THE SE 1/4 OF THE SE 1/4 OF SECTION 6, TOWNSHIP 23 NORTH, RANGE 4 EAST, W.M., IN KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:**

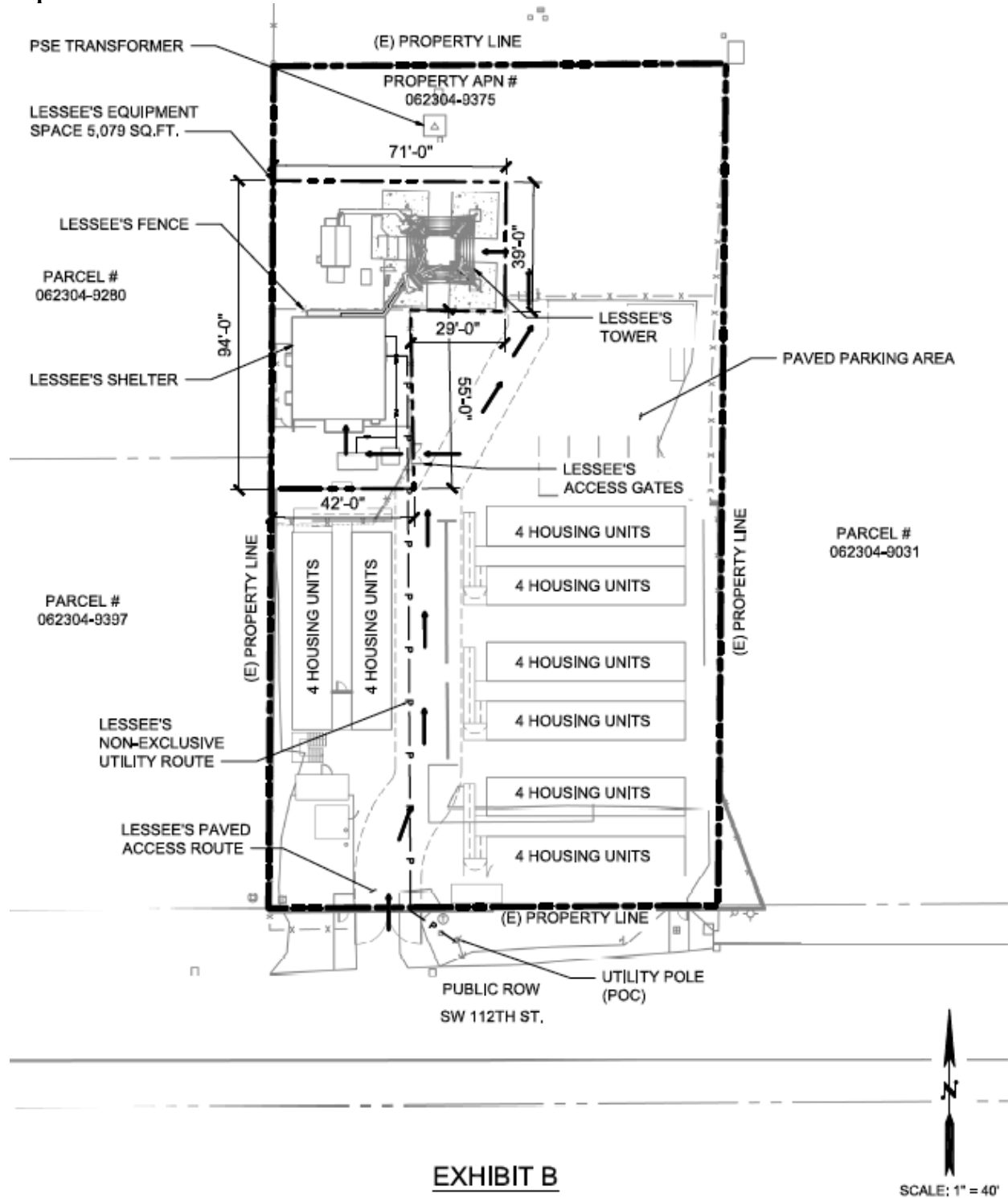
**BEGINNING AT THE S.E. CORNER OF LOT 4 IN BLOCK 6 OF HAWIMA HEIGHTS, AS PER PLAT RECORDED IN VOLUME 34 OF PLATS, ON PAGE 20, RECORDS OF KING COUNTY, WASHINGTON;  
THENCE SOUTH 0°56'14" EAST ALONG THE SOUTHERLY PROLONGATION OF THE WEST MARGIN OF 3RD S.W. AS SHOWN ON SAID PLAT, A DISTANCE OF 55.0 FEET;  
THENCE NORTH 88°38'40" EAST 197.46 FEET;  
THENCE SOUTH 0°45'15" EAST TO THE NORTH LINE OF THE SOUTH 285 FEET OF SAID SUBDIVISION AND THE TRUE POINT OF BEGINNING OF THIS DESCRIPTION;  
THENCE EASTERLY ALONG SAID NORTH LINE TO THE SOUTHERLY PROLONGATION OF THE WEST MARGIN OF 2ND S.W. AS SHOWN ON SAID PLAT OF HAWIMA HEIGHTS;  
THENCE SOUTHERLY ALONG SAID WESTERLY PROLONGATION 255 FEET, MORE OR LESS, TO THE NORTH LINE OF THE SOUTH 30 FEET OF SAID SUBDIVISION;  
THENCE WESTERLY ALONG SAID NORTH LINE TO A POINT WHICH BEARS SOUTH 0°45'15" EAST FROM THE TRUE POINT OF BEGINNING;  
THENCE NORTH 0°45'15" WEST 255 FEET, MORE OR LESS, TO THE TRUE POINT OF BEGINNING;**

**SITUATE IN THE COUNTY OF KING, STATE OF WASHINGTON.**

Address: 206 SW 112<sup>th</sup> St., Seattle, WA 98146  
APN: 0623049375

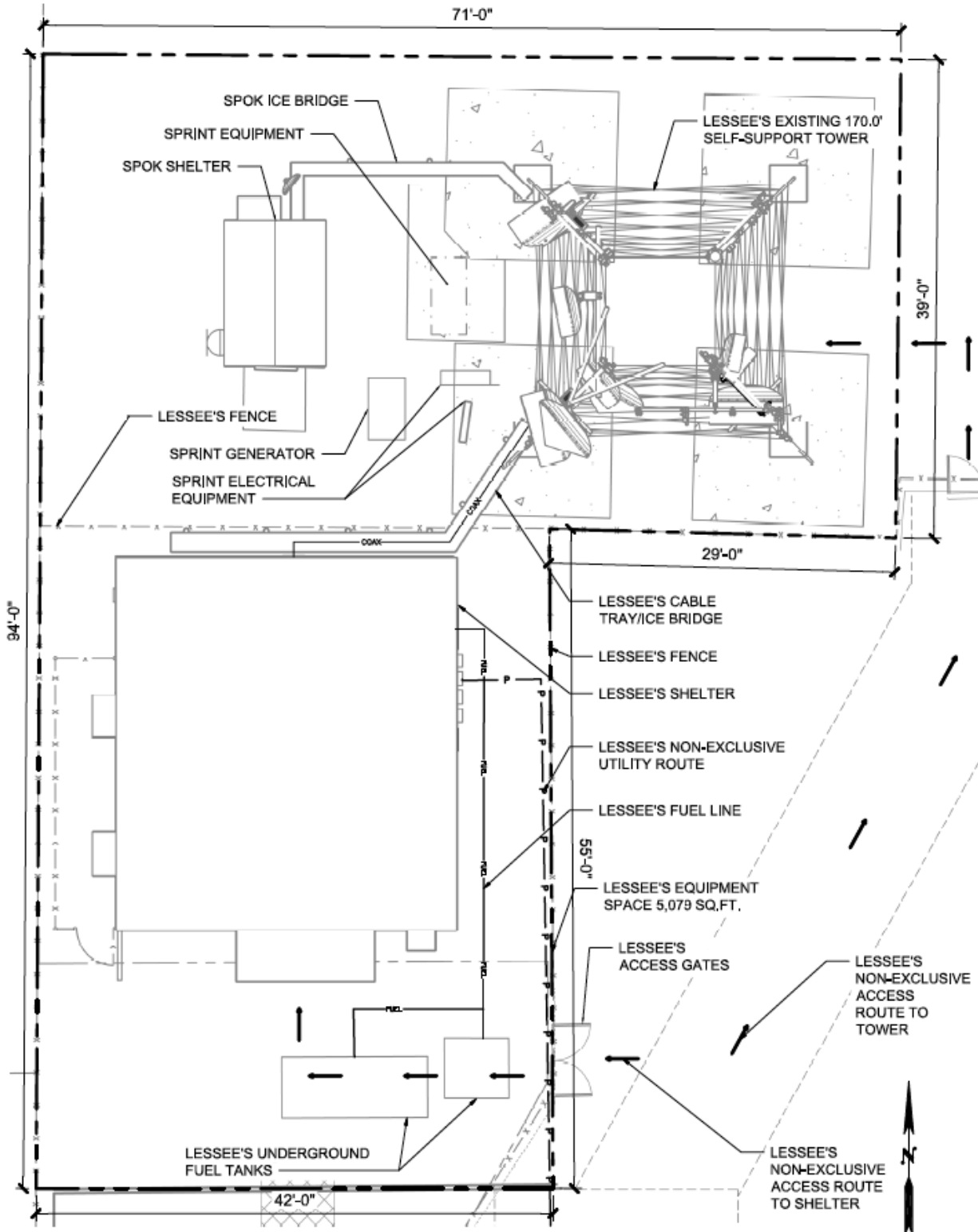
**EXHIBIT 1**  
Page 2 of 3

**Depiction of Premises:**



**EXHIBIT B**

**EXHIBIT 1**  
Page 3 of 3



**ENLARGED SITE PLAN**

SCALE: 1" = 10'



## AMENDMENT 1 TO COMMUNICATIONS SITE LEASE AND ACCESS AGREEMENT

Pursuant to Section 28(b) of the original Communications Site Lease and Access Agreement ("Lease") between King County ("Lessor") and Puget Sound Emergency Radio Network Operator ("Lessee"), the parties agree to amend that Lease as follows:

1. Delete the text in Section 27. NON-DISCRIMINATION of the Lease and replace with the following:

"Lessee and Lessor, for themselves, their successors, and assigns as a part of the consideration hereof, do hereby covenant and agree to comply with all civil rights and anti-discrimination requirements of federal, state and local laws applicable to the Property, including, without limitation, Chapter 49.60 RCW. Lessee and Lessor shall not discriminate on the basis of sex, race, color, marital status, national origin, religious affiliation, disability, sexual orientation, gender identity or expression, status as a family caregiver, military status or status as a veteran who was honorably discharged or who was discharged solely as a result of the person's sexual orientation or gender identity or expression, or age except by minimum age and retirement provisions, unless based upon a bona fide occupational qualification, in the employment or application for employment or in the administration or delivery of services or any other benefits under King County Code Chapter 12.16, as now codified and as hereafter amended. Lessee and Lessor shall comply fully with all applicable federal, state and local laws, ordinances, executive orders and regulations that prohibit such discrimination. These laws include, but are not limited to, King County Charter Section 840, Chapter 49.60 RCW, and Titles VI and VII of the Civil Rights Act of 1964. Any violation of this provision shall be considered a default of this Lease and shall be grounds for cancellation, termination, or suspension, in whole or in part, of this Lease and may result in ineligibility for further agreements between the Parties."

This Amendment No. 1 will be effective as of the date it is fully executed by both Parties. All other terms of the original Lease remain the same.

*Signatures start on next page*



**Lessee:**

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

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

STATE OF \_\_\_\_\_ )

) ss.

COUNTY OF \_\_\_\_\_ )

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

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

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

**Certificate Of Completion**

Envelope Id: 618404B9E3234703A876A7D5FEB77A14	Status: Completed
Subject: Complete with DocuSign: Ordinance 19511.docx, Ordinance 19511 Attachment A.pdf, Ordinance 19511...	
Source Envelope:	
Document Pages: 2	Signatures: 3
Supplemental Document Pages: 41	Initials: 0
Certificate Pages: 5	Envelope Originator:
AutoNav: Enabled	Angel Allende
Enveloped Stamping: Enabled	401 5th Ave
Time Zone: (UTC-08:00) Pacific Time (US & Canada)	Suite 100
	Seattle, WA 98104
	Angel.Foss@kingcounty.gov
	IP Address: 198.49.222.20

**Record Tracking**

Status: Original	Holder: Angel Allende	Location: DocuSign
10/6/2022 3:05:35 PM	Angel.Foss@kingcounty.gov	
Security Appliance Status: Connected	Pool: FedRamp	
Storage Appliance Status: Connected	Pool: King County General (ITD)	Location: DocuSign

**Signer Events**

Claudia Balducci  
 claudia.balducci@kingcounty.gov  
 Security Level: Email, Account Authentication (None)

**Signature**

DocuSigned by:  
  
 F8830816F1C4427...  
 Signature Adoption: Pre-selected Style  
 Using IP Address: 146.129.133.55

**Timestamp**

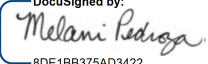
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 Viewed: 10/11/2022 10:02:56 AM  
 Signed: 10/11/2022 10:03:27 AM

**Electronic Record and Signature Disclosure:**

Accepted: 10/11/2022 10:02:56 AM  
 ID: 83d2cb58-0680-4d63-8d10-cdc5b27cad3e  
 Supplemental Documents:

Ordinance 19511 Attachment A.pdf	Viewed: 10/11/2022 10:03:04 AM
	Read: Not Required
	Accepted: Not Required
Ordinance 19511 Attachment B.docx	Viewed: 10/11/2022 10:03:20 AM
	Read: Not Required
	Accepted: Not Required

Melani Pedroza  
 melani.pedroza@kingcounty.gov  
 Clerk of the Council  
 King County Council  
 Security Level: Email, Account Authentication (None)


DocuSigned by:  
  
 8DE1BB375AD3422...  
 Signature Adoption: Uploaded Signature Image  
 Using IP Address: 146.129.133.38

Sent: 10/11/2022 10:03:29 AM  
 Viewed: 10/11/2022 10:26:33 AM  
 Signed: 10/11/2022 10:26:44 AM

**Electronic Record and Signature Disclosure:**

Not Offered via DocuSign  
 Supplemental Documents:

Ordinance 19511 Attachment A.pdf	Viewed: 10/11/2022 10:26:39 AM
	Read: Not Required
	Accepted: Not Required
Ordinance 19511 Attachment B.docx	Viewed: 10/11/2022 10:26:41 AM
	Read: Not Required
	Accepted: Not Required

Signer Events	Signature	Timestamp
Dow Constantine dow.constantine@kingcounty.gov Security Level: Email, Account Authentication (None)	 <p>Signature Adoption: Uploaded Signature Image Using IP Address: 174.61.167.141</p>	<p>Sent: 10/11/2022 10:26:47 AM Resent: 10/11/2022 3:27:47 PM Viewed: 10/21/2022 11:38:25 AM Signed: 10/21/2022 11:38:35 AM</p>

**Electronic Record and Signature Disclosure:**  
 Accepted: 10/21/2022 11:38:25 AM  
 ID: 827d5682-9e5d-4608-b230-27d3cd8819cf  
 Supplemental Documents:

Ordinance 19511 Attachment A.pdf	Viewed: 10/21/2022 11:38:32 AM Read: Not Required Accepted: Not Required
Ordinance 19511 Attachment B.docx	Viewed: 10/21/2022 11:38:33 AM Read: Not Required Accepted: Not Required

In Person Signer Events	Signature	Timestamp
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Editor Delivery Events	Status	Timestamp
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Agent Delivery Events	Status	Timestamp
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Intermediary Delivery Events	Status	Timestamp
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Certified Delivery Events	Status	Timestamp
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Carbon Copy Events	Status	Timestamp
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Kaitlyn Wiggins k.wiggins@kingcounty.gov Security Level: Email, Account Authentication (None)	COPIED	Sent: 10/11/2022 3:15:47 PM
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**Electronic Record and Signature Disclosure:**  
 Not Offered via DocuSign

Kaitlyn Wiggins kwiggins@kingcounty.gov Executive Legislative Coordinator King County Executive Office Security Level: Email, Account Authentication (None)	COPIED	Sent: 10/12/2022 9:26:13 AM Viewed: 10/12/2022 10:59:55 AM
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**Electronic Record and Signature Disclosure:**  
 Not Offered via DocuSign

Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Envelope Sent	Hashed/Encrypted	10/6/2022 3:10:02 PM
Certified Delivered	Security Checked	10/21/2022 11:38:25 AM
Signing Complete	Security Checked	10/21/2022 11:38:35 AM
Completed	Security Checked	10/21/2022 11:38:35 AM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure
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You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: bob.johnson@kingcounty.gov

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- ii. send us an e-mail to bob.johnson@kingcounty.gov and in the body of such request you must state your e-mail, full name, US Postal Address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

**Required hardware and software**

Operating Systems:	Windows® 2000, Windows® XP, Windows Vista®; Mac OS® X
Browsers:	Final release versions of Internet Explorer® 6.0 or above (Windows only); Mozilla Firefox 2.0 or above (Windows and Mac); Safari™ 3.0 or above (Mac only)
PDF Reader:	Acrobat® or similar software may be required to view and print PDF files
Screen Resolution:	800 x 600 minimum

Enabled Security Settings:	Allow per session cookies
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